

**DECEMBER 10, 2014 CITY COUNCIL ADDENDUM
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated December 10, 2014. 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.



A.C. Gonzalez
City Manager

12-5-14

Date



Edward Scott
City Controller

12-5-14

Date

RECEIVED

2014 DEC -5 PM 5:28

CITY OF DALLAS
COUNCIL CHAMBERS

**ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, DECEMBER 10, 2014
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 - 48

CONSENT ADDENDUM

Items 1 - 18

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 49 - 58
Addendum Items 19 - 24

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 59 - 99
Addendum Items 25 - 27

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 10, 2014
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.**

ADDITIONS:

Closed Session

Personnel Matters (Sec. 551.074 T.O.M.A.)

- Discussion regarding the performance evaluation of City Attorney Warren M. S. Ernst.

CONSENT ADDENDUM

Aviation

Commemorative Air Force, Inc.

Note: Addendum Item Nos. 1 and 2 must be considered collectively.

1. * Authorize a thirty-nine year (39) year lease agreement with Commemorative Air Force, Inc. ("CAF") a Texas 501c(3) nonprofit corporation, at Dallas Executive Airport ("DEA"), the lease is for approximately 45 acres of improved and unimproved land, aircraft hangar, ramp and automobile parking ('the Lease') - Financing: Estimated Annual Revenue: \$1,000 annual rent
2. * Authorize a development agreement with Commemorative Air Force, Inc. ("CAF") to reimburse CAF a portion of the cost associated with the construction of lease-hold improvements (museum and hangar building) at Dallas Executive Airport (the "Development Agreement") (reimbursement from the City will only occur upon substantial completion of the work and approval of the certificate of occupancy on or before December 31, 2020) - Not to exceed \$2,000,000 - Financing: Aviation Capital Construction Funds

Business Development & Procurement Services

3. Authorize a five-year service contract for commercial storage, retrieval and reference services for City records - Recall Total Information Management, Inc., only responsive bidder of three - Not to exceed \$1,351,293 - Financing: Current Funds (subject to annual appropriations)
4. Authorize a seven-year concession contract, with two one-year renewal options, for advertising display services for the Dallas Aviation System - Corey S/W Joint Venture dba Corey Airport Services, highest responsible proposer of three - Estimated Revenue: Minimum Annual Average Guarantee of \$1,541,425 over the seven year primary term

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 10, 2014**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Business Development & Procurement Services (Continued)

5. Authorize the purchase of one bomb response vehicle for Fire-Rescue - LDV, Inc. through the U.S. General Services Administration - Not to exceed \$163,284 - Financing: 2013 Urban Area Security Initiative Grant Funds

City Attorney's Office

6. Authorize settlement of the lawsuit styled Big Hart Ministries Association Inc. et al v. City of Dallas, et al., Cause No. 3:07-CV-00216 - Not to exceed \$250,000 - Financing: Current Funds
7. Authorize payment of a settlement of an order for attorneys' fees in the lawsuit styled Paul Heller et al. v. City of Dallas, Civil Action No. 3:13-CV-4000-L - Not to exceed \$43,000 - Financing: Current Funds
8. Authorize Supplemental Agreement No. 1 to the professional services contract with Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C., for additional services on matters relating to the pending disputes between the City of Dallas and the Sabine River Authority - Not to exceed \$250,000, from \$50,000 to \$300,000 - Financing: Water Utilities Current Funds (subject to appropriations)
9. Authorize Supplemental Agreement No. 6 to the professional services contract with the law firm of Webb & Webb for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters - Not to exceed \$300,000, from \$1,700,000 to \$2,000,000 - Financing: Water Utilities Current Funds (subject to annual appropriations)
10. An ordinance amending Section 17-1.6(5) of the Dallas City Code to revise the requirements for the defense to prosecution for persons providing food to the homeless - Financing: No cost consideration to the City

Housing/Community Services

11. Authorize **(1)** payment to Bridge Steps for unreimbursed operational costs from a prior year's contract with Dallas County Health and Human Services; and **(2)** an increase in appropriations in an amount not to exceed \$129,145, from \$11,498,827 to \$11,627,972 in the Housing/Community Services Department's budget - Not to exceed \$129,145 - Financing: Contingency Reserve Funds

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 10, 2014**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Human Resources

12. Authorize **(1)** a Master Plan Document that includes all of the separate health benefit plans for City employees and their families including the cafeteria plan, health plans, prescription drug plans, dental and vision plans; and **(2)** a Master Plan Document that includes all of the separate health benefit plans for retirees and their families including the self-insured health plans, insured Medicare Supplement Plans, Medicare Advantage Plans, prescription drug plans, dental and vision plans - Total cost is based on the number of employees/retiree participants in the plan - Financing: Employee Benefits Current Funds (subject to appropriations)

Police

13. Authorize **(1)** an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant in the amount of \$79,943 from the Texas Department of Transportation for a statewide Driving While Intoxicated enforcement campaign to operate during various holiday periods for the period December 1, 2014 through September 30, 2015; **(2)** a required City match in the amount of \$21,984 for pension costs; and **(3)** execution of the grant agreement - Total not to exceed \$101,927 - Financing: Current Funds (\$21,984) and Texas Department of Transportation Grant Funds (\$79,943)

Sustainable Development and Construction

14. Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Curl Floor Equipment and Supply, Inc., et al., Cause No. CC-13-05800-B, pending in Dallas County Court At Law No. 2, for acquisition from Curl Floor Equipment and Supply, Inc., of approximately 9,120 square feet of land located near the intersection of Royal and Goodnight Lanes for the Goodnight Lane Street Improvement Project; and **(2)** settlement of the condemnation proceeding for an amount not to exceed the amount of the award - Not to exceed \$105,000, increased from the previously authorized \$285,000 (\$280,000, plus closing costs and title expenses not to exceed \$5,000) to \$390,000 (\$385,000, plus closing costs and title expenses not to exceed \$5,000) - Financing: General Obligation Commercial Paper Funds (\$105,000)

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 10, 2014**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Sustainable Development and Construction (Continued)

15. Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. DP Resources, LLC, et al., Cause No. CC-13-07113-E, pending in Dallas County Court at Law No. 5, to acquire approximately 122,319 square feet of land located adjacent to the south side of IH-20 and the original Trinity River Channel, Hutchins, Dallas County, Texas for the Southwest 120/96-inch Water Transmission Pipeline Project; and **(2)** settlement of the condemnation proceeding for an amount not to exceed the amount of the award - Not to exceed \$12,228, increased from the previously authorized \$14,232 (\$12,232, plus closing costs and title expenses not to exceed \$2,000) to \$26,460 (\$24,465, plus closing costs and title expenses not to exceed \$1,995) - Financing: Water Utilities Capital Construction Funds (\$12,228)
16. Authorize a 14 year lease agreement with CW MF1 Land, Ltd. for approximately 2,500 square feet of office space located at 3015 Chapel Oaks Drive for a Fire and Rescue and Police station for the period December 15, 2014 through December 14, 2028 - Not to exceed \$4,254 - Financing: Current Funds (subject to annual appropriations)
17. A resolution declaring approximately 24 acres of City-owned land contained in Joey Georgusis Park, unwanted and unneeded, located near the intersection of Pinnacle Park Boulevard and Pinnacle Point Drive, and authorizing its advertisement for sale and/or exchange by sealed bid with a minimum bid requirement of \$517,967 - Financing: No cost consideration to the City
18. An ordinance abandoning a portion of Eastus Drive to 604 Fort Worth Ave Apartment Investors LLC, the abutting owner, containing approximately 26,763 square feet of land, located near the intersection of Eastus Drive and Fort Worth Avenue and providing for the dedication of approximately 5,876 square feet of land needed for public access, and providing for the dedication of approximately 1,541 square feet for a sidewalk easement, and authorizing the quitclaim - Revenue: \$308,083, plus the \$20 ordinance publication fee

ITEMS FOR INDIVIDUAL CONSIDERATION

City Secretary's Office

19. A resolution designating absences by Councilmember Dwaine R. Caraway and Councilmember Carolyn R. Davis as being for "Official City Business" - Financing: No cost consideration to the City

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 10, 2014**

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

Code Compliance

20. An ordinance adding a new Chapter 47A, "Transportation for Hire," to the Dallas City Code and repealing Chapter 10, "Buses and Shuttles," Chapter 10A, "Limousines," Chapter 10B, "Non-Motorized Passenger Transport Vehicles," and Chapter 45, "Taxicabs," of the Dallas City Code to: **(1)** provide uniform regulations for all transportation-for-hire services operating in the city; and **(2)** amending Chapter 5, "Aircraft and Airports," of the Dallas City Code to make conforming changes - Financing: No cost consideration to the City

DESIGNATED PUBLIC SUBSIDY MATTERS

Economic Development

Note: Addendum Item Nos. 21 and 22 must be considered collectively.

Prologis, L.P.

21. * Authorize **(1)** a real property tax abatement agreement with Prologis, L.P. for the purpose of granting a ten-year abatement of 90 percent of the taxes on added value to the real property for the development of a new distribution and warehouse facility located on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas in accordance with the City's Public/Private Partnership Program; and **(2)** the rescission of Resolution No. 13-1130, previously approved on June 26, 2013, which authorized two prior real property tax abatement agreements in the amount of 90 percent for ten years with Mt. Creek Investments, Ltd. for a proposed speculative industrial development located on the same property - Revenue: First year revenue estimated at \$14,346; ten-year revenue estimated at \$143,460 (Estimated revenue forgone for the ten-year real property abatement estimated at \$1,291,140)
22. * Authorize an amendment to the City of Dallas Public/Private Partnership Program Guidelines and Criteria governing City incentives promoting local economic development and stimulating business and commercial activity approved on June 25, 2014, pursuant to Resolution No. 14-0993, to expand the Business Development Chapter 380 Grant/Loan Program to include economic development grants equal to a portion of sales taxes paid by a company's e-commerce customers to the City to encourage such companies to relocate, develop and operate e-commerce facilities within the City - Financing: No cost consideration to the City

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 10, 2014**

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

DESIGNATED PUBLIC SUBSIDY MATTERS (Continued)

Economic Development (Continued)

Prologis, L.P.

Note: Addendum Item Nos. 23 and 24 must be considered collectively.

23. * Authorize a Chapter 380 economic development grant agreement with Ulta Inc., a Delaware Corporation, for development of a new distribution and warehouse facility located on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas in accordance with the City's Public/Private Partnership Program - Not to exceed \$1,000,000 - Financing: Public/Private Partnership Funds

24. * Authorize a Chapter 380 e-commerce sales tax grant agreement with Ulta Inc, a Delaware Corporation, to provide a 15-year e-commerce grant equal to 50 percent of the e-commerce sales taxes paid annually by Ulta Inc's customers to the City of Dallas for the ten year period beginning July 1, 2016 through June 30, 2026 and equal to 25 percent of e-commerce sales taxes paid annually by Ulta Inc's customers to the City of Dallas Texas for the five year period beginning July 1, 2026 through and June 30, 2031 from its proposed facility to be developed on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, in accordance with the City's Revised Public/Private Partnership Program - Revenue: First year revenue estimated at \$69,500; fifteen-year grant agreement revenue is not capped but is estimated to be approximately \$7,100,000 (the e-commerce grant payments are not capped but the fifteen-year grant agreement payments are estimated to be \$4,100,000) - Financing: Current Funds (subject to future appropriations)

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 10, 2014**

ADDITIONS: (Continued)

PUBLIC HEARINGS AND RELATED ACTIONS

Sustainable Development and Construction

ZONING CASES - CONSENT

25. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a restaurant without drive-in or drive-through service on property zoned Subdistrict B within Planned Development District No. 619 with Historic Overlay H/87, the Republic National Bank (Davis) Building, on the north side of Main Street, east of North Field Street
Recommendation of Staff and CPC: Approval for a three-year period, subject to a site plan and conditions
Z134-335(OTH)

ZONING CASES - INDIVIDUAL

26. A public hearing to receive comments regarding an application for and an ordinance granting an MU-1 Mixed Use District on property zoned an LO-1 Limited Office District on the west side of Dilido Road, south of John West Road
Recommendation of Staff and CPC: Approval
Z134-326(AF)
27. A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District and an ordinance granting a Specific Use Permit for an auto auction on property zoned an IR Industrial Research District, generally on the southwest line of John Carpenter Freeway, southeast of Metromedia Place
Recommendation of Staff and CPC: Approval of a CS Commercial Service District, and approval of a Specific Use Permit for a five-year period, subject to a site plan and conditions
Z145-102(CG)

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 10, 2014**

CORRECTIONS:

Sustainable Development and Construction

40. An ordinance correcting Chapter 51A, Dallas Development Code: Ordinance No. 19455, of the Dallas City Code, as amended, by correcting Sections 51A-4.203, "Industrial Uses," 51A-7.308 "Digital Display on Certain Detached Non-Premise Signs, 51A-7.1601.1, "Designation of Sign Subdistricts," 51A-7.1608, "Special Provisions for the Market Center Sign Subdistrict," and 51A-12.204, "Operations" - Financing: No cost consideration to the City

41. An ordinance correcting Chapter 51P, Dallas Development Code: Planned Development District Regulations, of the Dallas City Code, as amended by correcting **(1)** Planned Development Subdistrict No. 71 within Planned Development District No. 193, the Oak Lawn Special Purpose District; **(2)** Planned Development District No. 269, the Deep Ellum/Near East Side District; **(3)** Planned Development 298, the Bryan Area Special Purpose District; **(4)** Planned Development District No. 878; **(5)** Planned Development District No. 914; ~~and **(6)** Planned Development District No. 922;~~ and **(7)** Planned Development District No. 888 - Financing: No cost consideration to the City

DELETIONS:

Code Compliance

50. An ordinance adding a new Chapter 47A, "Transportation for Hire," to the Dallas City Code and repealing Chapter 10, "Buses and Shuttles," Chapter 10A, "Limousines," Chapter 10B, "Non-Motorized Passenger Transport Vehicles," and Chapter 45, "Taxicabs," of the Dallas City Code to: **(1)** provide uniform regulations for all transportation-for-hire services operating in the city; and **(2)** amend Chapter 5, "Aircraft and Airports," of the Dallas City Code to make conforming changes - Financing: No cost consideration to the City

ADDENDUM DATE December 10, 2014

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			3	C	AVI, ECO	REV \$1,000	NA	NA	Commemorative Air Force, Inc.: Authorize a thirty-nine year (39) year lease agreement with Commemorative Air Force, Inc. ("CAF") a Texas 501c(3) nonprofit corporation, at Dallas Executive Airport ("DEA"), the lease is for approximately 45 acres of improved and unimproved land, aircraft hangar, ramp and automobile parking ("the Lease")
2			3	C	AVI, ECO	\$2,000,000.00	NA	NA	Commemorative Air Force, Inc.: Authorize a development agreement with Commemorative Air Force, Inc. ("CAF") to reimburse CAF a portion of the cost associated with the construction of lease-hold improvements (museum and hangar building) at Dallas Executive Airport (the "Development Agreement") (reimbursement from the City will only occur upon substantial completion of the work and approval of the certificate of occupancy on or before December 31, 2020)
3			All	C	PBD, SEC	\$1,351,293.00	100.00%	0.00%	Authorize a five-year service contract for commercial storage, retrieval and reference services for City records - Recall Total Information Management, Inc., only responsive bidder of three
4			All	C	PBD, AVI	REV \$1,541,425	NA	NA	Authorize a seven-year concession contract, with two one-year renewal options, for advertising display services for the Dallas Aviation System - Corey S/W Joint Venture dba Corey Airport Services, highest responsible proposer of three
5			All	C	PBD, FIR	GT	NA	NA	Authorize the purchase of one bomb response vehicle for Fire-Rescue – LDV, Inc. through the U.S. General Services Administration
6			N/A	C	ATT	\$250,000.00	NA	NA	Authorize settlement of the lawsuit styled Big Hart Ministries Association Inc. et al v. City of Dallas, et al., Cause No. 3:07-CV-00216
7			N/A	C	ATT	\$43,000.00	NA	NA	Authorize payment of a settlement of an order for attorneys' fees in the lawsuit styled Paul Heller et al. v. City of Dallas, Civil Action No. 3:13-CV-4000-L
8			N/A	C	ATT, WTR	\$250,000.00	NA	NA	Authorize Supplemental Agreement No. 1 to the professional services contract with Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C., for additional services on matters relating to the pending disputes between the City of Dallas and the Sabine River Authority
9			N/A	C	ATT, WTR	\$300,000.00	NA	NA	Authorize Supplemental Agreement No. 6 to the professional services contract with the law firm of Webb & Webb for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters
10			N/A	C	ATT, CCS	NC	NA	NA	An ordinance amending Section 17-1.6(5) of the Dallas City Code to revise the requirements for the defense to prosecution for persons providing food to the homeless
11			All	C	HOU	\$129,144.82	NA	NA	Authorize payment to Bridge Steps for unreimbursed operational costs from a prior year's contract with Dallas County Health and Human Services
12			N/A	C	HRD	\$1.00	NA	NA	Authorize a Master Plan Document that includes all of the separate health benefit plans for City employees and their families including the cafeteria plan, health plans, prescription drug plans, dental and vision plans; and a Master Plan Document that includes all of the separate health benefit plans for retirees and their families including the self-insured health plans, insured Medicare Supplement Plans, Medicare Advantage Plans, prescription drug plans, dental and vision plans - Total cost is based on the number of employees/retiree participants in the plan
13			All	C	POL	\$21,984.25	NA	NA	Authorize an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant in the amount of \$79,943 from the Texas Department of Transportation for a statewide Driving While Intoxicated enforcement campaign to operate during various holiday periods for the period December 1, 2014 through September 30, 2015; a required City match in the amount of \$21,984 for pension costs; and execution of the grant agreement

ADDENDUM DATE December 10, 2014

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
14			6	C	DEV, ATT, PBW	\$105,000.00	NA	NA	Authorize the deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Curl Floor Equipment and Supply, Inc., et al., Cause No. CC-13-05800-B, pending in Dallas County Court At Law No. 2, for acquisition from Curl Floor Equipment and Supply, Inc., of approximately 9,120 square feet of land located near the intersection of Royal and Goodnight Lanes for the Goodnight Lane Street Improvement Project; and settlement of the condemnation proceeding for an amount not to exceed the amount of the award
15			Outside	C	DEV, ATT, WTR	\$12,228.00	NA	NA	Authorize the deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. DP Resources, LLC, et al., Cause No. CC-13-07113-E, pending in Dallas County Court at Law No. 5, to acquire approximately 122,319 square feet of land located adjacent to the south side of IH-20 and the original Trinity River Channel, Hutchins, Dallas County, Texas for the Southwest 120/96-inch Water Transmission Pipeline Project; and settlement of the condemnation proceeding for an amount not to exceed the amount of the award
16			6	C	DEV, FIR, POL	\$4,253.29	NA	NA	Authorize a 14 year lease agreement with CW MF1 Land, Ltd. for approximately 2,500 square feet of office space located at 3015 Chapel Oaks Drive for a Fire and Rescue and Police station for the period December 15, 2014 through December 14, 2028
17			3	C	DEV	NC	NA	NA	A resolution declaring approximately 24 acres of City-owned land contained in Joey Georgusis Park, unwanted and unneeded, located near the intersection of Pinnacle Park Boulevard and Pinnacle Point Drive, and authorizing its advertisement for sale and/or exchange by sealed bid with a minimum bid requirement of \$517,967
18			6	C	DEV	REV \$308,083	NA	NA	An ordinance abandoning a portion of Eastus Drive to 604 Fort Worth Ave Apartment Investors LLC, the abutting owner, containing approximately 26,763 square feet of land, located near the intersection of Eastus Drive and Fort Worth Avenue and providing for the dedication of approximately 5,876 square feet of land needed for public access, and providing for the dedication of approximately 1,541 square feet for a sidewalk easement, and authorizing the quitclaim
19			All	I	SEC	NC	NA	NA	A resolution designating absences by Councilmember Dwaine R. Caraway and Councilmember Carolyn R. Davis as being for "Official City Business"
20			All	I	CCS	NC	NA	NA	An ordinance adding a new Chapter 47A, "Transportation for Hire," to the Dallas City Code and repealing Chapter 10, "Buses and Shuttles," Chapter 10A, "Limousines," Chapter 10B, "Non-Motorized Passenger Transport Vehicles," and Chapter 45, "Taxicabs," of the Dallas City Code to: (provide uniform regulations for all transportation-for-hire services operating in the city; and amending Chapter 5, "Aircraft and Airports," of the Dallas City Code to make conforming changes
21			3	I	ECO	NC	NA	NA	Prologis, L.P.: Authorize a real property tax abatement agreement with Prologis, L.P. for the purpose of granting a ten-year abatement of 90 percent of the taxes on added value to the real property for the development of a new distribution and warehouse facility located on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas in accordance with the City's Public/Private Partnership Program; and the rescission of Resolution No. 13-1130, previously approved on June 26, 2013, which authorized two prior real property tax abatement agreements in the amount of 90 percent for ten years with Mt. Creek Investments, Ltd. for a proposed speculative industrial development located on the same property
22			3	I	ECO	NC	NA	NA	Prologis, L.P.: Authorize an amendment to the City of Dallas Public/Private Partnership Program Guidelines and Criteria governing City incentives promoting local economic development and stimulating business and commercial activity approved on June 25, 2014, pursuant to Resolution No. 14-0993, to expand the Business Development Chapter 380 Grant/Loan Program to include economic development grants equal to a portion of sales taxes paid by a company's e-commerce customers to the City to encourage such companies to relocate, develop and operate e-commerce facilities within the City

ADDENDUM DATE December 10, 2014

ITEM		IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE		
23			3	I	ECO	\$1,000,000.00	NA	NA	Prologis, L.P.: Authorize a Chapter 380 economic development grant agreement with Ulta Inc., a Delaware Corporation, for development of a new distribution and warehouse facility located on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas in accordance with the City's Public/Private Partnership Program	
24			3	I	ECO	\$4,100,000.00	NA	NA	Prologis, L.P.: Authorize a Chapter 380 e-commerce sales tax grant agreement with Ulta Inc, a Delaware Corporation, to provide a 15-year e-commerce grant equal to 50 percent of the e-commerce sales taxes paid annually by Ulta Inc's customers to the City of Dallas for the ten year period beginning July 1, 2016 through June 30, 2026 and equal to 25 percent of e-commerce sales taxes paid annually by Ulta Inc's customers to the City of Dallas Texas for the five year period beginning July 1, 2026 through and June 30, 2031 from its proposed facility to be developed on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, in accordance with the City's Revised Public/Private Partnership Program	
25			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a restaurant without drive-in or drive-through service on property zoned Subdistrict B within Planned Development District No. 619 with Historic Overlay H/87, the Republic National Bank (Davis) Building, on the north side of Main Street, east of North Field Street	
26			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an MU-1 Mixed Use District on property zoned an LO-1 Limited Office District on the west side of Dilido Road, south of John West Road	
27			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District and an ordinance granting a Specific Use Permit for an auto auction on property zoned an IR Industrial Research District, generally on the southwest line of John Carpenter Freeway, southeast of Metromedia Place	

TOTAL \$9,566,904.36

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 3
DEPARTMENT: Aviation
Office of Economic Development
CMO: Ryan S. Evans, 671-9837
MAPSCO: 63L

SUBJECT

Commemorative Air Force, Inc.

- * Authorize a thirty-nine year (39) year lease agreement with Commemorative Air Force, Inc. ("CAF") a Texas 501c(3) nonprofit corporation, at Dallas Executive Airport ("DEA"), the lease is for approximately 45 acres of improved and unimproved land, aircraft hangar, ramp and automobile parking ('the Lease') - Financing: Estimated Annual Revenue: \$1,000 annual rent
- * Authorize a development agreement with Commemorative Air Force, Inc. ("CAF") to reimburse CAF a portion of the cost associated with the construction of lease-hold improvements (museum and hangar building) at Dallas Executive Airport (the "Development Agreement") (reimbursement from the City will only occur upon substantial completion of the work and approval of the certificate of occupancy on or before December 31, 2020) - Not to exceed \$2,000,000 - Financing: Aviation Capital Construction Funds

BACKGROUND

This item was placed on the addendum due to pending final terms of the lease and development agreements by both parties. Final terms were not determined until after the assigned deadline had passed.

City staff has been in negotiations with Commemorative Air Force, Inc. (CAF) to relocate and expand its headquarters operations to Dallas Executive Airport (DEA) from Midland, Texas since the spring of 2013. After an intensive one-year nationwide search, the CAF Board selected DEA as the most favorable location in April 2014.

BACKGROUND (Continued)

On November 12, 2014, the Dallas City Council authorized a Chapter 380 economic development grant agreement in an amount not to exceed \$700,000 with the CAF related to the relocation and expansion of its headquarters and national air base operations to DEA.

Upon approval and execution of the Lease and Development Agreement, CAF will construct a new, City owned, \$5 Million (estimated minimum cost), 35,000 square feet, museum and hangar building ("Phase I Capital Improvements"). Pursuant to the terms of the Lease and the Development Agreement, CAF will be required to substantially complete and obtain an approved certificate of occupancy for the Phase I Capital Improvements by December 31, 2020. At that time, the City will reimburse CAF 40 percent of the actual costs spent for construction of the Phase I Capital Improvements, but in an amount not to exceed \$2 million.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 3, 2014, the Economic Development Committee recommended approval of an economic development grant agreement in the amount not to exceed \$700,000, a lease agreement, and a development agreement in the amount not to exceed \$2,000,000 with CAF.

On November 12, 2014, the City Council authorized a Chapter 380 economic development grant agreement in an amount not to exceed \$700,000 with CAF related to the relocation and expansion of its Headquarters and National AirBase operations to DEA by Resolution No. 14-1940.

FISCAL INFORMATION

\$1,000 - Estimated Annual Revenue

\$2,000,000 - Aviation Capital Construction Funds

OWNER

Commemorative Air Force, Inc.

Stephan C. Brown, President and Chief Executive Officer

MAP

Attached.



December 10, 2014

WHEREAS, the City Council approved Resolution No. 14-1940 on November 12, 2014 which authorized the City Manager to enter into a Chapter 380 economic development grant agreement with the Commemorative Air Force, Inc., a Texas nonprofit corporation (“CAF”), to defray relocation and other project costs, in consideration of CAFs investment in real property improvements and the creation of new jobs at Dallas Executive Airport (“DEA”); and

WHEREAS, the City desires to lease to CAF approximately 45 acres of improved and unimproved land, an aircraft hangar, ramp and automobile parking at DEA, which will provide annual rent to the City in the approximate amount of \$1,000.00 (the “Lease”); and

WHEREAS, the term of the Lease shall be for thirty nine (39) years from the effective date; and

WHEREAS, CAF is required to expend a minimum of \$5 million in capital improvements on the leased premises; and

WHEREAS, it is in the best interest of the City and CAF to execute the Lease.

NOW, THEREFORE,

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

Section 1. That the proposed Lease is hereby approved and the City Manager is authorized to execute, on behalf of the City of Dallas, the Lease 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 effective date of the Lease is subject to the termination of the existing lease and relocation of the existing tenant on the leased premises.
- B. CAF commits to expending not less than \$5 million for the construction of a new 35,000 square feet museum and hangar on the leased premises and substantially complete and obtain approval of a certificate of occupancy for the museum and hangar building on or before December 31, 2020.
- C. CAF shall be required to conduct a minimum of one (1) and maximum of three (3) approved and permitted Major Events on the leased premises per year.

Section 3. That the City Controller is hereby authorized to deposit all revenues received under the Lease to: Aviation Operating Fund 0130, Department AVI, Unit 7731, Revenue Source 7814.

December 10, 2014

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.

December 10, 2014

WHEREAS, the City Council authorized Resolution No. 14-1940 on November 12, 2014 which authorized the City Manager to enter into a Chapter 380 economic development grant agreement with the Commemorative Air Force, Inc., a Texas nonprofit corporation (“CAF”), to defray relocation and other project costs, in consideration of CAFs investment in real property improvements and the creation of new jobs at Dallas Executive Airport (“DEA”); and

WHEREAS, in order to facilitate economic development in Dallas, the City agrees to enter into a development agreement with CAF for reimbursement of a portion of the cost associated with the construction of lease-hold improvements (a museum and hangar building) at DEA in an amount not to exceed \$2,000,000; and

WHEREAS, it is in the best interest of the City and the Commemorative Air Force, Inc. to execute a development agreement.

NOW, THEREFORE,

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

Section 1. That the proposed development agreement is hereby approved and the City Manager is authorized to execute, on behalf of the City of Dallas, the proposed development agreement after approval as to form by the City Attorney.

Section 2. That the development agreement evidence, among other things the following terms and conditions:

- A. CAF will construct, substantially complete, and obtain approval of a certificate of occupancy for a 35,000 square feet museum/hangar building at a minimum cost of \$5 million, on or before December 31, 2020; and
- B. City shall reimburse CAF for actual costs (up to 40%) associated with the construction of the museum and hangar building at DEA in an amount not to exceed \$2 million upon substantial completion and approval of a certificate of occupancy for the museum and hangar building.

Section 3. That the development agreement reimbursement payment schedule upon the substantial completion and verification of the required grant condition(s) outlined below:

<u>Installment</u>	<u>Amount</u>	<u>Department</u>	<u>Date</u>
Single Payment	Not to exceed \$2,000,000	Aviation	On or before Dec. 31, 2020

December 10, 2014

Section 4. That upon verification of project costs, substantial completion of the work and receipt of a certificate of occupancy in accordance with the development agreement, the City Controller is hereby authorized to disburse funds in an amount not to exceed \$2,000,000 to be paid to CAF as follows:

Aviation Capital Construction Fund

Fund 0131, Department AVI, Unit P928, Activity AAIP, Object Code 4599, Program No.: P928, Encumbrance CT AVIP928CAF, Commodity Code 92500, Vendor No. VS86790, in an amount not to exceed \$2,000,000.

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.

ADDENDUM ITEM # 3

KEY FOCUS AREA: Efficient, Effective and Economical Government

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
City Secretary

CMO: Jeanne Chipperfield, 670-7804
Rosa A, Rios, 670-3738

MAPSCO: N/A

SUBJECT

Authorize a five-year service contract for commercial storage, retrieval and reference services for City records - Recall Total Information Management, Inc., only responsive bidder of three - Not to exceed \$1,351,293 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This item was placed on the addendum to allow for continued services as current contract will expire on December 31, 2014.

This action does not encumber funds; the purpose of a service contract is to establish firm pricing for services, for a specific term, which are ordered on an as needed basis.

This service contract will provide commercial records storage, retrieval and reference services for City records. Commercial records storage was implemented in 1992 when the record center located in City Hall was filled to capacity. Commercial record storage is needed to supplement the record center's ability to store records and provide information reference and retrieval services. In addition, commercial record storage is used to store long-term and permanent records in a climate controlled and secure environment as well as provides disaster prevention protection, as records are stored away from City Hall. There are approximately 57,500 boxes located off-site with essential environmental and security controls, such as air conditioning and humidity control and a non-paper media vault storage area protected by a fire suppression system.

BACKGROUND (Continued)

Dallas City Charter, Chapter IIIA, Section 3 (3) requires the Office of the City Secretary to operate the records storage facility for the storage of City records. The Texas Local Government Code, the Texas Penal Code, the Texas Open Records Act, the Dallas City Code and the Dallas City Charter require the preservation of local government records until disposition of such records is authorized in accordance with the Texas Local Government Records Act of 1989, as amended.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 420 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 27, 2007, City Council authorized a sixty-month service contract for commercial storage, retrieval and reference services for City records by Resolution No. 07-1955.

FISCAL INFORMATION

\$1,351,293.00 - Current Funds (subject to annual appropriations)

M/WBE INFORMATION

67 - Vendors contacted
66 - No response
1 - Response (Bid)
0 - Response (No bid)
0 - Successful

420 - M/WBE and Non-M/WBE vendors were contacted.

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

ETHNIC COMPOSITION

Recall Total Information Management, Inc.

White Male	13	White Female	4
Black Male	4	Black Female	1
Hispanic Male	4	Hispanic Female	1
Other Male	12	Other Female	1

BID INFORMATION

The following bids were received from solicitation number BX1420 and opened on August 21, 2014. This service contract is being awarded in its entirety to the only responsive bidder.

*Denotes successful bidder

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Recall Total Information Management, Inc.	2009 Country Club Drive Dallas, TX 75006	\$1,351,293.00
Corporate Records Management	3141 Hansboro Avenue Dallas, TX 75233	Non-responsive**
Iron Mountain Records Management	1235 North Union Bower Irving, TX 75061	Non-responsive**

**Corporate Records Management and Iron Mountain Records Management were deemed non-responsive due to not meeting specifications.

Auditors Note: Pursuant to Business Development and Procurement Services' (BDPS) request, the Auditor's office has reviewed the single bid item and submitted related documentation and has determined BDPS followed Administrative Directive 4-05 provisions for processing this single bid item and made reasonable efforts to increase bid participation. This proposed procurement meets the requirements for a single bid.

OWNER

Recall Total Information Management, Inc.

Mark Wesley, President
Scott Camp, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a five-year service contract for commercial storage, retrieval and reference services for City records - Recall Total Information Management, Inc., only responsive bidder of three - Not to exceed \$1,351,293 - Financing: Current Funds (subject to annual appropriations)

Recall Total Information Management, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,351,293.00	100.00%
Total non-local contracts	\$0.00	0.00%
TOTAL CONTRACT	\$1,351,293.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

December 10, 2014

WHEREAS, on June 27, 2007, City Council authorized a sixty-month service contract for commercial storage, retrieval and reference services for City records by Resolution No. 07-1955; and,

WHEREAS, on August 16, 2012, Administrative Action No. 12-1998 authorized supplemental agreement no. 1 for a one-year extension; and,

WHEREAS, on May 29, 2013, Administrative Action No. 13-6741 authorized supplemental agreement no. 2 for a one-year extension; and,

WHEREAS, on June 25, 2014, Administrative Action No. 14-6136 authorized supplemental agreement no. 3 for a six-month extension;

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to execute a service contract with Recall Total Information Management, Inc. (VS0000004093) for commercial storage, retrieval and reference services for City records for a term of five years in an amount not to exceed \$1,351,293.00, upon approval as to form by the City Attorney. If the services was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Recall Total Information Management, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Recall Total Information Management, Inc. under the contract.

Section 2. That the City Controller is authorized to disburse funds in an amount not to exceed \$1,351,293.00 (subject to annual appropriations).

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.

ADDENDUM ITEM # 4

KEY FOCUS AREA: Efficient, Effective and Economical Government

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

Authorize a seven-year concession contract, with two one-year renewal options, for advertising display services for the Dallas Aviation System – Corey S/W Joint Venture dba Corey Airport Services, highest responsible proposer of three - Estimated Revenue: Minimum Annual Average Guarantee of \$1,541,425 over the seven year primary term

BACKGROUND

This item was placed on the addendum to allow for re-briefing to the Economic Development Committee on December 1, 2014.

This concession contract will provide for the selected vendor to develop, construct, install, operate, maintain and sell advertising for the terminal interior, terminal exterior and roadways for Love Field and Executive airports, the parking garage at Love Field and the exterior of the Dallas Vertiport. Advertising under this contract will include illuminated floor-mounted digital units, wall wraps, framed fabric banners, exhibit displays and other approved advertising media. The advertising plan required submission of the type and quantity of displays, associated capital investment, projected revenue and renderings of quality displays.

The proposal submitted by the most advantageous vendor includes a minimum annual guarantee (MAG) that is adjusted annually (including any option year), based on 90% of the commissions paid to the City, but will not be less than the proposed MAG for any year of the primary term or option year(s).

BACKGROUND (Continued)

A seven member evaluation committee was selected from the following departments:

- Aviation (1)
- Convention and Event Services (1)
- Public Information Office (1)
- Communication & Information Services (1)
- Business Development and Procurement Services (2)*
- City Controller's Office (1)*

*Business Development and Procurement Services only evaluated the Business Inclusion and Development Plan and the proposed revenue, the Controller's office evaluated the Financial Strength.

The successful proposer was selected by the committee on the basis of demonstrated competence and qualifications under the following criteria:

- Economics/Financial Return to the City 30%
- Quality of the Advertising Program 20%
- Experience and Capability of the Proposer 10%
- Financial Strength (capability) to deliver the Advertising Display Plan and Pay the MAG and/or percentage fees 15%
- Operations Plan 10%
- Airport Concession Disadvantaged Business Enterprise Plan 15%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 42 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council - Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 10, 2007, City Council authorized a sixty-month concession contract, with three twelve-month renewal options, for advertising display concession services at Dallas Love Field by Resolution No. 07-3013.

On February 25, 2013, the Transportation & Environment Committee was briefed.

On November 17, 2014, the Economic Development Committee was briefed.

On December 1, 2014, the Economic Development Committee was briefed.

FISCAL INFORMATION

\$1,541,425.00 - Minimum Annual Average Guarantee over the seven year primary term

M/WBE INFORMATION

- 10 - Vendors contacted
- 10 - No response
- 0 - Response
- 0 - Response (No bid)
- 0 - Successful

42 M/WBE and Non-M/WBE vendors were contacted.

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826 as amended.

There will be no subcontractors. The joint venture includes two ACDBE certified firms: SkyLife Ventures, LLC and Hattie Wayne Public Relations and Advertising. Under the terms of the contract, approximately 12% of airport advertising services will be performed by SkyLife Ventures, LLC and another 12% of the services will be performed by Hattie Wayne Public Relations and Advertising.

ETHNIC COMPOSITION

Corey S/W Joint Venture dba Corey Airport Services

White Male	19	White Female	9
Black Male	2	Black Female	2
Hispanic Male	2	Hispanic Female	0
Other Male	0	Other Female	0

PROPOSAL INFORMATION

The following proposals were received from solicitation number BHZ1306 and were opened on August 1, 2013. This concession contract is being awarded to the highest responsive and responsible proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*Corey S/W Joint Venture dba Corey Airport Services	225 Corey Center SE Atlanta, GA 30312	Package 1 - 95% Package 2 - 96% Package 3 - 95% Package 4*** Package 5***	\$10,789,973.00 71%** 71%** 71% 71%
Titan Outdoor, LLC	100 Park Avenue 6 th Floor New York, NY 10017	Package 1 - 76% Package 2 - 83% Package 3 - 81% Package 4 - 90% Package 5 - 88%	\$ 5,775,000.00 50%** 50%** 50% 50%
Van Wagner Communications, LLC	800 Third Avenue 6 th Floor New York, NY 10022	Package 1 - No Bid Package 2 - 84% Package 3 - 84% Package 4 - No Bid Package 5 - No Bid	 52%** 52%**

**Percent of annual sales

***It was deemed most advantageous to award groups 4 and 5 to Corey S/W Joint Venture dba Corey Airport Services. The only other offer provided was contingent on being awarded package 1.

OWNER

Corey S/W Joint Venture dba Corey Airport Services

Diane McIver, President

December 10, 2014

WHEREAS, on October 10, 2007, City Council authorized a sixty-month concession contract, with three twelve-month renewal options, for advertising display concession services at Dallas Love Field by Resolution No. 07-3013;

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to execute a concession contract with Corey S/W Joint Venture dba Corey Airport Services (VS86270) for advertising display services for the Dallas Aviation System for a term of seven years, with two one year renewal options, for the period January 1, 2015 through December 31, 2021, Minimum Annual Average Guarantee of \$1,541,425 over the seven year primary term, upon approval as to form by the City Attorney.

Section 2. That the Revenue to be paid to the City for the seven year contract term, as outlined below, is hereby accepted and approved:

Minimum Annual Guarantee	Year 1	\$ 1,400,000.00
Minimum Annual Guarantee	Year 2	\$ 1,470,000.00
Minimum Annual Guarantee	Year 3	\$ 1,506,750.00
Minimum Annual Guarantee	Year 4	\$ 1,544,419.00
Minimum Annual Guarantee	Year 5	\$ 1,583,029.00
Minimum Annual Guarantee	Year 6	\$ 1,622,605.00
Minimum Annual Guarantee	Year 7	<u>\$ 1,663,170.00</u>
Total Minimum Guarantee		\$10,789,973.00

Section 3. That the City Controller is hereby authorized to deposit monthly revenue receipts to Fund 0130, Aviation Operating Fund, Dept. AVI, Unit 7725, Revenue Source 7811.

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.

KEY FOCUS AREA: Public Safety

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Fire

CMO: Jeanne Chipperfield, 670-7804
Eric Campbell, 670-3255

MAPSCO: N/A

SUBJECT

Authorize the purchase of one bomb response vehicle for Fire-Rescue – LDV, Inc. through the U.S. General Services Administration - Not to exceed \$163,284 - Financing: 2013 Urban Area Security Initiative Grant Funds

BACKGROUND

This item was placed on the addendum due to a six month lead time for the bomb response vehicle and a grant deadline to order, receive and invoice by June 30, 2015.

This purchase will provide one bomb response vehicle for Fire-Rescue (DFR). This custom manufactured bomb response vehicle will be deployed in response to situations involving suspected or confirmed explosive devices by DFR. This bomb response vehicle will be used to transport equipment and personnel specifically trained for these types of situations. Examples of equipment deployed from this vehicle are bomb suits, blast mitigation equipment and robots.

This vehicle is equipped for towing explosive containment vessels up to 10,000 tons. The vehicle includes two workstations with desk and cabinets, LED lights, oversize closet storage (for bomb suits), generator, shelving, lockers, DVR unit, and a first aid kit. The Bomb Squad responds to approximately 40-50 calls and special events annually.

U.S. General Services Administration (GSA) conforms to the requirements of Texas Statutes that are applicable for competitive bids and proposals in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code. In addition, GSA receives bids from manufacturers and dealers throughout the United States.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

\$163,284.00 – 2013 Urban Area Security Initiative Grant Funds

ETHNIC COMPOSITION

LDV, Inc.

White Male	121	White Female	21
Black Male	1	Black Female	0
Hispanic Male	3	Hispanic Female	0
Other Male	1	Other Female	4

OWNER

LDV, Inc.

Kurt Petrie, President

December 10, 2014

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

Section 1. That the purchase of one bomb response vehicle for Fire-Rescue is authorized with LDV, Inc. (VS0000060905) through the U.S. General Services Administration in an amount not to exceed \$163,284.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for one bomb response vehicle for Fire-Rescue. If a formal contract is required for this purchase instead of a purchase order, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the City Controller is authorized to disburse funds from the following appropriation in an amount not to exceed \$163,284.00:

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object</u>	<u>Encumbrance</u>	<u>Amount</u>
F418	MGT	3695	4740	PODFD00000117567	\$163,284.00

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

ADDENDUM ITEM # 6

KEY FOCUS AREA: Efficient, Effective and Economical Government

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office

CMO: Warren M.S. Ernst, 670-3491

MAPSCO: N/A

SUBJECT

Authorize settlement of the lawsuit styled Big Hart Ministries Association Inc. et al v. City of Dallas, et al., Cause No. 3:07-CV-00216 - Not to exceed \$250,000 - Financing: Current Funds

BACKGROUND

An individual and two organizations that wanted to provide food to homeless persons filed a lawsuit challenging the City's ordinance that provides a defense to prosecution for those persons providing food without a food permit. The Court entered a judgment enjoining the City from enforcing the City's food safety ordinance and awarding the plaintiffs their reasonable attorney's fees. A post-judgment settlement was reached where the City would pay the plaintiffs and their attorneys \$250,000 and the City Council will consider amendments to its food safety ordinance at its meeting today. Plaintiffs are represented by the law firm of Akin Gump Strauss Hauer & Feld LLP and the National Law Center on Homelessness & Poverty.

This item is on the addendum because it is a time sensitive matter and December 10, 2014 is the last City Council meeting for the month of December.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council was briefed in Closed Session on September 18, 2013 and December 3, 2014.

FISCAL INFORMATION

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

\$250,000- Current Funds

December 10, 2014

WHEREAS, plaintiffs filed a lawsuit styled Big Hart Ministries Association Inc. et al v. City of Dallas, et al., Cause No. 3:07-CV-00216, alleging violations of the Texas Religious Freedom Restoration Act and other laws; and,

WHEREAS, the City has denied plaintiffs' allegations; and,

WHEREAS, the parties have agreed to a proposed settlement of the case whereby the City will pay the plaintiffs, their attorneys, and all other parties having an interest in the settlement proceeds, the total amount of \$250,000.00; and,

WHEREAS, it is in the best interest of the City to settle this case; **Now, Therefore,**

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

Section 1. That settlement of the lawsuit styled Big Hart Ministries Association Inc. et al v. City of Dallas, et al., Cause No. 3:07-CV-00216, in an amount not to exceed \$250,000.00 is hereby approved.

Section 2. That the City Controller is authorized to pay jointly to Big Hart Ministries Association Inc., Rip Parker Memorial Homeless Ministry, William Edwards, and all other persons having an interest in the settlement, the amount of \$166,666.66 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTORM001.

Section 3. That the City Controller is authorized to pay to the National Law Center on Homelessness & Poverty and all other persons having an interest in the settlement, the amount of \$83,333.34 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTORM001.

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

ADDENDUM ITEM # 7

KEY FOCUS AREA: Efficient, Effective and Economical Government

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office

CMO: Warren M.S. Ernst, 670-3491

MAPSCO: N/A

SUBJECT

Authorize payment of a settlement of an order for attorneys' fees in the lawsuit styled Paul Heller et al. v. City of Dallas, Civil Action No. 3:13-CV-4000-L - Not to exceed \$43,000 - Financing: Current Funds

BACKGROUND

Six individuals sued the City to challenge the constitutionality of Section 28-158.1 of the Dallas City Code (which the Council recently repealed). On November 12, 2014, a United States magistrate judge ordered the City to pay the plaintiffs' reasonable attorneys' fees incurred in connection with opposing some of the City's objections to some of the plaintiffs' discovery requests and seeking full responses to those requests. The magistrate judge gave the parties a deadline of December 10, 2014, to confer regarding a settlement on the amount of fees to be paid and to file a joint status report notifying the court of the results of the conference. In accordance with the order, assistant city attorneys conferred with counsel for plaintiffs, and the attorneys reached a proposed settlement whereby the City would pay the plaintiffs and their attorneys \$43,000 as reasonable attorneys' fees. Plaintiffs are represented by Mary Margaret Penrose of the Texas A&M University School of Law, Bruce Anton of the law firm of Sorrells Udashen & Anton, and Anne Shuttee of the Law Office of Anne Shuttee.

This item is on the addendum because it is a time-sensitive matter and December 10, 2014 is the last City Council meeting for the month of December.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council was briefed in Closed Session on November 18, 2014.

FISCAL INFORMATION

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

\$43,000 - Current Funds

December 10, 2014

WHEREAS, the lawsuit styled Paul Heller et al. v. City of Dallas, Civil Action No. 3:13-CV-4000-L, was filed by Paul Heller, Diane Baker, Mavis Belisle, Deborah Beltran, Leslie Harris, and Gary Stuard to challenge the constitutionality of Section 28-158.1 of the Dallas City Code (which the Council repealed by passing Ordinance No. 29543 on November 12, 2014); and,

WHEREAS, on November 12, 2014, a United States magistrate judge ordered the City to pay the plaintiffs their reasonable attorneys' fees incurred in connection with opposing some of the City's objections to some of the plaintiffs' discovery requests and seeking full responses to those requests; and,

WHEREAS, assistant city attorneys for the City and counsel for the plaintiffs reached a proposed settlement whereby the City would pay the plaintiffs \$43,000 as their reasonable attorneys' fees; and,

WHEREAS, it is in the best interest of the City to settle this dispute and pay the settlement amount; **Now, Therefore,**

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

Section 1. That the payment of a settlement of an order for attorneys' fees in the lawsuit styled Paul Heller et al. v. City of Dallas, Civil Action No. 3:13-CV-4000-L, in an amount not to exceed \$43,000.00 is hereby approved.

Section 2. That the City Controller is authorized to pay to Paul Heller, Diane Baker, Mavis Belisle, Deborah Beltran, Leslie Harris, and Gary Stuard and their attorneys, Mary Margaret Penrose, Bruce Anton of the law firm of Sorrells Udashen & Anton, and Anne Shuttee of the Law Office of Anne Shuttee, the amount of \$43,000 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTORM001.

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.

ADDENDUM ITEM # 8

KEY FOCUS AREA: Efficient, Effective and Economical Government

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Water Utilities

CMO: Warren M.S. Ernst, 670-3491
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C., for additional services on matters relating to the pending disputes between the City of Dallas and the Sabine River Authority - Not to exceed \$250,000, from \$50,000 to \$300,000 - Financing: Water Utilities Current Funds (subject to appropriations)

BACKGROUND

Supplemental Agreement No. 1 will authorize Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C. to provide additional services necessary on matters relating to the pending dispute between the City of Dallas and the Sabine River Authority regarding the price to be paid by the City for water supplied to the City of Dallas.

This item is on the addendum because it is a time sensitive matter and December 10, 2014 is the last City Council meeting for the month of December.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council was briefed in Closed Session on December 3, 2014.

FISCAL INFORMATION

\$250,000 - Water Utilities Current Funds (subject to appropriations)

M/WBE INFORMATION

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Resolution No. 08-2826, as amended.

ETHNIC COMPOSITION

Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C.

Hispanic Female	26	Hispanic Male	3
Black Female	2	Black Male	0
Other Female	0	Other Male	0
White Female	5	White Male	14

OWNER

Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C.

Norman J. Gordon, Partner

December 10, 2014

WHEREAS, on October 1, 2014, pursuant to Administrative Action No. 14-6720, the City authorized a professional services contract with Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C., in an amount not to exceed \$50,000.00 to provide consultation to the City in connection with the pending disputes between the City of Dallas and the Sabine River Authority; and,

WHEREAS, the professional services of Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C., continue to be necessary; **Now, Therefore,**

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

Section 1. That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the professional services contract with Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C., for additional services on matters relating to the pending disputes between the City of Dallas and the Sabine River Authority, in an amount not to exceed \$250,000, increasing the original contract amount from \$50,000.00 to \$300,000.00.

Section 2. That the City Controller is authorized to disburse, in periodic payments to Mounce, Green, Myers, Safi, Paxson & Galatzan, P.C., an amount not to exceed \$250,000.00 from Fund 0100, Department DWU, Unit 7015, Obj. 3070, Encumbrance No. CTDWU 7015C1523, Vendor No. 513285 (subject to appropriations).

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.

ADDENDUM ITEM # 9

KEY FOCUS AREA: Efficient, Effective and Economical Government

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Water Utilities

CMO: Warren M.S. Ernst, 670-3491
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 6 to the professional services contract with the law firm of Webb & Webb for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters - Not to exceed \$300,000, from \$1,700,000 to \$2,000,000 - Financing: Water Utilities Current Funds (subject to annual appropriations)

BACKGROUND

The City of Dallas Water Utilities, as a regional water provider, has water rights in several water supply reservoirs. The next few years will be important years for Dallas Water Utilities and other water suppliers as statewide issues are addressed at the Texas Commission on Environmental Quality, Texas Water Development Board, State Legislature and/or court system related to the development of additional water supplies to meet anticipated growth, conservation, drought planning and contingencies, environmental and instream flows, appropriation of return flows, and interbasin transfers.

Dallas seeks Council authorization to contract for additional legal services of Webb & Webb, as necessary, to represent Dallas Water Utilities in water rights matters in order to continue to position itself to protect and enhance the ability of Dallas Water Utilities to provide potable water at a reasonable cost to a growing and developing service area.

This item is on the addendum because it is a time sensitive matter and December 10, 2014 is the last City Council meeting for the month of December.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council was briefed in closed session on November 6, 2002.

Authorized a professional services contract with the law firm of Webb & Webb for legal representation of the City of Dallas on water rights matters pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, on November 13, 2002, by Resolution No. 02-3189.

City Council was briefed in closed session on June 15, 2005.

Authorized Supplemental Agreement No. 1 to the professional services contract with the law firm of Webb & Webb for legal representation of the City of Dallas on water rights matters pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, on June 22, 2005, by Resolution No. 05-2001.

Authorized Supplemental Agreement No. 2 to the professional services contract with the law firm of Webb & Webb for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, on December 13, 2006, by Resolution No. 06-3414.

City Council was briefed in closed session on May 13, 2009.

Authorized Supplemental Agreement No. 3 to the professional services contract with the law firm of Webb & Webb for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, on May 27, 2009, by Resolution No. 09-1348.

Authorized Supplemental Agreement No. 4 to the professional services contract with the law firm of Webb & Webb for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, on June 23, 2010, by Resolution No. 10-1647.

Council was briefed by memorandum concerning this item on October 19, 2011.

Authorized Supplemental Agreement No. 5 to the professional services contract with the law firm of Webb & Webb for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, on October 26, 2011, by Resolution No. 11-2828.

Council was briefed in Closed Session on December 3, 2014.

FISCAL INFORMATION

\$300,000.00 - Water Utilities Current Funds (subject to annual appropriations)

M/WBE INFORMATION

The recommended awardee has fulfilled the good faith requirements set forth in the Business Inclusion and Development (BID) Plan adopted by Council Resolution No. 08-2826, as amended.

ETHNIC COMPOSITION

Webb & Webb

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

OWNER

Webb & Webb

Stephen P. Webb, Partner
Gwendolyn Hill Webb, Partner

December 10, 2014

WHEREAS, on November 13, 2002, the City Council authorized a professional services contract with the law firm of Webb & Webb, in an amount of \$200,000.00, by Resolution No. 02-3189, for legal representation of the City of Dallas on water rights matters pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters; and,

WHEREAS, on June 22, 2005, the City Council authorized Supplemental Agreement No. 1 in the amount of \$200,000.00, with the law firm of Webb & Webb, by Resolution No. 05-2001, for legal services and representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, increasing the contract amount from \$200,000.00 to \$400,000.00; and,

WHEREAS, on December 13, 2006, the City Council authorized Supplemental Agreement No. 2 in the amount of \$400,000.00, with the law firm of Webb & Webb, by Resolution No. 06-3414, for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, increasing the contract amount from \$400,000.00 to \$800,000.00; and,

WHEREAS, on May 27, 2009, the City Council authorized Supplemental Agreement No. 3 in the amount of \$300,000.00, with the law firm of Webb & Webb, by Resolution No. 09-1348, for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, increasing the contract amount from \$800,000.00 to \$1,100,000.00; and,

WHEREAS, on June 23, 2010, the City Council authorized Supplemental Agreement No. 4 in the amount of \$300,000.00, with the law firm of Webb & Webb, by Resolution No. 10-1647, for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, increasing the contract amount from \$1,100,000.00 to \$1,400,000.00; and;

WHEREAS, on October 26, 2011, the City Council authorized Supplemental Agreement No. 5 in the amount of \$300,000.00, with the law firm of Webb & Webb, by Resolution No. 11-2828, for additional legal services in connection with related matters involving representation of the City of Dallas on water rights pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, increasing the contract amount from \$1,400,000.00 to \$1,700,000.00; and;

December 10, 2014

WHEREAS, Webb & Webb law firm has experience and expertise in the area of water rights law and has a long, positive association with the City of Dallas; and,

WHEREAS, the Water Utilities Department recommends that the contract with Webb & Webb be increased by \$300,000.00, from \$1,700,000.00 to \$2,000,000.00; **Now, Therefore,**

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 6 to the professional services contract with the law firm of Webb & Webb for additional legal representation of the City of Dallas on water rights matters pending before the Texas Commission on Environmental Quality and for legal services related to other water rights matters, in an amount not to exceed \$300,000.00, increasing the contract amount from \$1,700,000.00 to \$2,000,000.00 (subject to annual appropriations).

Section 2. That the City Controller is hereby authorized to disburse funds to the law firm of Webb & Webb in an amount not to exceed \$300,000.00 from Water Utilities Current Fund as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>ENCUMBRANCE</u>	<u>VENDOR</u>
0100	DWU	7015	3070	CTDWU7015B1519	331925

(subject to annual appropriations)

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.

ADDENDUM ITEM # 10

KEY FOCUS AREA: Efficient, Effective and Economical Government

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Code Compliance

CMO: Warren M.S. Ernst, 670-3491
Joey Zapata, 670-3009

MAPSCO: N/A

SUBJECT

An ordinance amending Section 17-1.6(5) of the Dallas City Code to revise the requirements for the defense to prosecution for persons providing food to the homeless - Financing: No cost consideration to the City

BACKGROUND

Section 17-1.6(5) of the Dallas City Code provides a defense to prosecution for a person serving food to the public without a permit if the person is serving that food to the homeless. Two Christian evangelical groups and an individual filed a lawsuit, claiming that the defense to prosecution provision unreasonably burdens their right to exercise their religious beliefs of providing food to the homeless. The court held that this provision unreasonably burdens that right and struck down the provision. As a result of settlement discussions with the plaintiffs, amendments to the defense to prosecution provision are proposed to lessen the requirements for complying with the defense while maintaining food safety and sanitation.

This item is on the addendum because it is a time sensitive matter and December 10, 2014 is the last City Council meeting for the month of December.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council was briefed by memo on June 22, 2012 and March 28, 2013.

Briefed to the City Council in Executive Session on April 17, 2013, September 18, 2013, and December 3, 2014.

FISCAL INFORMATION

No cost consideration to the City.

ORDINANCE NO. _____

An ordinance amending Chapter 17, "Food Establishments," of the Dallas City Code by amending Section 17-1.6, "Defenses For Certain Types of Activities,"; revising requirements for persons serving or distributing food to the homeless; providing a saving clause; providing a severability clause; and providing an effective date.

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

SECTION 1. That Section 17-1.6, "Defenses for Certain Types of Activities," of Article I, "Food Establishments Generally," of CHAPTER 17, "FOOD ESTABLISHMENTS," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 17-1.6. DEFENSES FOR CERTAIN TYPES OF ACTIVITIES.

(a) It is a defense to prosecution under this chapter~~[, except as provided in Section 17-1.6(b),]~~ that, at the time of the offense, the person charged was:

(1) conducting food operations that are licensed, and inspected at least once a year, under federal or state law (as illustrated by, but not limited to, milk producers, day care facilities, nursing homes, and meat processors);

(2) selling, distributing, transporting, or storing a raw agricultural commodity (including, but not limited to, raw vegetables and fruit, and pure honey) by the original producer, provided that the sale, distribution, transportation, or storage is on property owned or leased by the original producer;

(3) selling, distributing, or serving food at an event, party, or other special gathering that is not open to persons other than the members or invited guests of the sponsor, provided that there is no public advertisement of the event, public solicitation of funds at or for the event, or participation by the general public in the event;

(4) conducting the retail sale or distribution of non-potentially hazardous food from a fixed facility if the food is acquired and sold or distributed in cans, bottles, or other prepackaged containers that are not opened before obtained by a consumer, and no food manufacturing, processing, or preparing operations are conducted at the facility; or

(5) ~~[a church, civic, or other charitable organization]~~ serving or distributing food, without charge, to homeless individuals on public or private property, provided that the person [organization]:

(A) sent a notice within the time required by subparagraph (B) to the director (by United States mail, facsimile, electronic mail to the addresses or numbers provided by the director, via the City's 311 call center, or on the City's Code Compliance Department's website at www.dallascityhall.com/code_compliance/index.html) containing the following information ~~[was conducting that activity at a location approved by the director after considering criteria including, but not limited to, the availability of]~~:

(i) the name of the individual or organization that was or will be serving or distributing food to the homeless ~~[portable toilets or other restroom facilities for the homeless and for persons preparing and serving food to the homeless]~~;

(ii) the date or dates when food was or will be served or distributed to the homeless; ~~[equipment and procedures at the location for the lawful disposal of waste and wastewater; and]~~

(iii) the times of day when food service and distribution is anticipated to or did begin and end on each date listed in the notice ~~[equipment and procedures at the location for hand washing]~~;

(iv) the street address or addresses of where food was or is anticipated to be served or distributed to the homeless or, if the location has no street address, then a description of the location by street block number or by naming the nearest intersecting streets; and

(v) the approximate or expected number of food preparers and servers on the site where the food was or will be served or distributed and the approximate or expected number of individuals that were or will be served, provided the number of individuals that were or is anticipated to be served exceeds 75 at a single location;

(B) sent the notice required in subparagraph (A) at least 24 hours before the service or distribution of food to the homeless will commence, if it is anticipated that more than 75 people will be served, or within 48 hours after the service or distribution of food to the homeless has concluded, if it is anticipated that 75 or fewer people will be served at a single location ~~[had written consent from the property owner to conduct that activity on the property]~~;

(C) if the person is an individual, had attended a free city-sponsored food safety training class within the 24 months preceding the service or distribution of food to the homeless or, if the person is an organization, had at least one person who has attended a free city-sponsored food safety training class or has taken the class to become a certified food handler in the State of Texas within the 24 months preceding the service or distribution of food to the homeless present at all times when food was being served or distributed to the homeless, although this requirement applies only so long as the city sponsors a free food safety training

class at least once during each three month period during a calendar year [was currently registered with the director (on a form provided by the director that is required to be completed on an annual basis) to conduct that activity on the property];

(D) ~~did not serve or distribute [conducted the activity in accordance with all terms and conditions of the registration as required by the director, including, but not limited to, the following:~~

(i) ~~at least one person who has attended a city sponsored food safety training class must be present at all times when food is being served to the homeless;~~

(ii) ~~no] potentially hazardous food [may be served] to the homeless, unless the food has been stored at a temperature of:~~

(i) ~~[(aa)] 41° F. (5° C.) or below; or~~

(ii) ~~[(bb)] 135° F. (57° C.) or above;~~

(E) ~~[(iii) food must be] transported the food in a clean conveyance and, if the food was a potentially hazardous food as that phrase is defined in the Texas Food Establishment Rules, as amended, 25 TAC § 229.161 et seq., [must be] served or distributed it within four hours after preparation;~~

(F) ~~[(iv)] used one of the following methods of sanitizing hands before preparing, serving, or distributing food for the homeless [where non prepackaged food is served to the homeless, a convenient handwashing facility must be provided for persons preparing and serving the food, and the handwashing facility must include at a minimum]:~~

(i) a hand sanitizer containing at least 70 percent alcohol or another substance capable of killing 99.9 percent of the bacteria on hands within 30 seconds of application;

(ii) disposable gloves; or

(iii) handwashing equipment that included at a minimum:

(aa) a sink, or a five-gallon container with a spigot that provides free-flowing water and a catch bucket to collect wastewater from handwashing; and

(bb) soap and individual paper towels;

(G) properly disposed of any wastewater generated from any handwashing equipment used in the preparation, service, or distribution of food to the homeless into a sanitary sewer system and did not dispose of the wastewater on the ground or into the stormwater drainage system; and

(H) brought a sufficient number of trash bags to dispose of the solid waste generated by the food provided by the servers and used best efforts to remove or cause the removal of all trash or debris from the feeding site that was generated by the service or distribution of food to the homeless, and deposited the trash or debris in a public trash receptacle, or in a private trash receptacle if permission from the receptacle owner was obtained

~~[(v) wastewater generated at the feeding site (including but not limited to wastewater from handwashing, utensil washing, sinks, and steam tables) must be placed in an approved container until properly disposed of into a sanitary sewer system or in a manner that is consistent with federal, state, and local regulations and requirements relating to liquid waste disposal; and~~

~~(vi) the feeding site must be left in a clean, waste-free condition; and~~

~~(E) had met annual training requirements for safe food handling as required by the director].~~

(b) Compliance with the requirements of Section 17-1.6(a)(5) only serves as a defense to prosecution for a violation of Chapter 17 of this code and is not a defense to prosecution for any violation that is committed under any other chapter of this code, any other city ordinance, or any state or federal law [A person commits an offense if he violates, or fails to comply with, a term or condition of a homeless feeding registration issued pursuant to Section 17-1.6(a)(5)].”

SECTION 2. That Chapter 17 of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 3. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 4. 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. City staff is directed not to publish this ordinance unless and until an agreed final judgment in the case styled *Big Hart Ministries Association Inc., et al. v. City of Dallas*, Case No. 3:07-CV-00216-P, in the form of the agreed final judgment submitted to the United States District Court for the Northern District of Texas by the City, is entered, and if that

agreed final judgment is not entered in the case within 180 days of the date of passage of this ordinance, this ordinance shall be rendered void.

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

By _____
Assistant City Attorney

Passed _____

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing/Community Services

CMO: A. C. Gonzalez, 670-3297

MAPSCO: N/A

SUBJECT

Authorize **(1)** payment to Bridge Steps for unreimbursed operational costs from a prior year's contract with Dallas County Health and Human Services; and **(2)** an increase in appropriations in an amount not to exceed \$129,145, from \$11,498,827 to \$11,627,972 in the Housing/Community Services Department's budget - Not to exceed \$129,145 - Financing: Contingency Reserve Funds

BACKGROUND

On November 7, 2011, the City Council authorized an Interlocal Agreement by Resolution No. 11-2964 between the City of Dallas and Dallas County for the provision of funding for homeless assistance services at the Homeless Assistance Center (HAC) through the City's contractor, Bridge Steps, through September 30, 2012. Under the contract monthly payments from Dallas County were to be made in the amount of \$64,572.41 for eleven months and final payment in the amount of \$34,572.21. On request, the City would pay the funds to Bridge Steps. After a reconciliation of the contract reimbursements by The Bridge and the Housing/Community Services Department, it was discovered that although Dallas County did deposit the funds with the City, Bridge Steps did not receive reimbursements from the City for May 2012 and August 2012 under the contract, which totaled \$129,144.82. The contract term has expired and therefore City Council action is required to make payment to Bridge Steps for the unreimbursed amount.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 26, 2010, City Council authorized the City Manager to (1) enter into an Interlocal Agreement with Dallas County for the provision of homeless assistance services at the Homeless Assistance Center through Metro Dallas Homeless Alliance through September 30, 2011, (2) receive and deposit monthly payments from Dallas County in the amount of \$65,833, for the period October 1, 2010 through September 30, 2011, total amount not to exceed \$790,000, and (3) count Dallas County's monthly payments toward Metro Dallas Homeless Alliance's required financial contribution for the management and operation of the Homeless Assistance Center, as provided for in the Management Services Contract, Phase II with Metro Dallas Homeless Alliance, by Resolution No. 10-2741.

On November 7, 2011, City Council authorized the City Manager to (1) enter into an Interlocal Agreement with Dallas County for the provision of funding for homeless assistance services at the Homeless Assistance Center (HAC) through the City's contractor, Bridge Steps through September 30, 2012; (2) the receipt and deposit of monthly payments from Dallas County in the amount of \$64,572 per month for eleven months and a final payment in the amount of \$34,572 for the period October 1, 2011 through September 30, 2012, total amount not to exceed \$744,869; and (3) the counting of Dallas County's monthly payments toward Bridge Steps' required financial contribution for the management and operation of the Homeless Assistance Center, as provided for in the Management Services Contract, Phase II with Bridge Steps.

On November 14, 2012, City Council authorized the City Manager to (1) execute an Interlocal Agreement with Dallas County to accept monthly payments in the amount of \$83,333 per month for eleven months and a final payment in the amount of \$83,337 for the period October 1, 2012 through September 30, 2013, total amount not to exceed \$1,000,000 for providing homeless assistance services at the Bridge through the City's contractor, Bridge Steps; (2) the acceptance of a grant from the Texas Department of Housing and Community Affairs (TDHCA) to provide services to the homeless through the Homeless Housing and Services Program (HHSP), in an amount not to exceed \$746,202 for the period October 1, 2012 through September 30, 2013 and execution of the required grant agreements; and (3) a fifth amendment to the Management Services Contract, Phase II, with Bridge Steps to: (a) allow Bridge Steps to count both the Dallas County and TDHCA funds towards Bridge Steps' required contribution to the Bridge operating budget, by Resolution No. 12-2738.

On November 12, 2013, City Council authorized the City Manager to (1) execute an Interlocal Agreement with Dallas County for up to \$1,000,000 in funds to provide homeless assistance services at The Bridge; (2) accept a grant from TDHCA in the amount of \$756,818; and (3) execute a sixth amendment to the Management Services Contract, Phase II, with Bridge Steps to allow Bridge Steps to count both the Dallas County and TDHCA funds toward Bridge Steps' required contribution to The Bridge operating budget, by Resolution No. 13-1929.

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

On October 22, 2014, City Council authorized the City Manager to (1) execute an Interlocal Agreement with Dallas County for up to \$1,000,000 in funds to provide homeless assistance services at The Bridge; (2) accept a grant from TDHCA in the amount of \$756,818; and (3) execute a sixth amendment to the Management Services Contract, Phase II, with Bridge Steps to allow Bridge Steps to count both the Dallas County and TDHCA funds toward Bridge Steps' required contribution to The Bridge operating budget, by Resolution No. 14-1792.

FISCAL INFORMATION

\$129,144.82 - Contingency Reserve Funds

December 10, 2014

WHEREAS, Dallas County Commissioners Court authorized an Interlocal Agreement with the City of Dallas to provide operational funding for the Homeless Assistance Center not to exceed \$774,869 for FY 2011-12; and

WHEREAS, on November 7, 2011, City Council approved the contract between the City of Dallas and Dallas County by Resolution No. 11-2964; and

WHEREAS, the Interlocal Agreement set forth payments in the amount of \$64,572.41 per month, with the final payment in the amount of \$34,572.41; and

WHEREAS, payments for the months of May 2012 and August 2012 were paid by Dallas County to the City of Dallas, but not received by Bridge Steps; and

WHEREAS, this action will correct the non-payment to Bridge Steps and bring payment current for the contract;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to make payment to Bridge Steps for unreimbursed operational costs from a prior year's contract with Dallas County Health and Human Services.

Section 2. That the City Controller is hereby authorized to transfer funds not to exceed \$129,144.82 from Fund 0001, Dept. NBG, Unit 1000, Revenue Source RTRF, to Fund 0001, Dept. HOU, Unit 4291, Revenue Source 9229; and a clearing entry, in the same amount to, Fund 0001, Dept. BMS, BSA 0991 (Debit) and to Fund 0001, Dept. BMS, BSA 0950 (Credit).

Section 3. That the City Manager is hereby authorized to increase the Housing/Community Services Department appropriations not to exceed \$129,145 in Fund 0001, Dept. HOU, Unit 4291, Object 3099; increase total General Fund expenditure appropriations by \$129,145 from \$1,166,685,000 to \$1,166,814,145; and increase total General Fund revenue appropriations by \$129,145 from \$1,166,685,000 to \$1,166,814,145.

Section 4. That the City Controller is hereby authorized to disburse funds from Fund 0001, Dept. HOU, Unit 4291, Object Code 3099, Encumbrance No. CTGH184681 to Bridge Steps, Vendor No. VS0000067075 in an amount not to exceed \$129,144.82.

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.

ADDENDUM ITEM # 12

KEY FOCUS AREA: Efficient, Effective and Economical Government

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Human Resources

CMO: A. C. Gonzalez, 670-3302

MAPSCO: N/A

SUBJECT

Authorize **(1)** a Master Plan Document that includes all of the separate health benefit plans for City employees and their families including the cafeteria plan, health plans, prescription drug plans, dental and vision plans; and **(2)** a Master Plan Document that includes all of the separate health benefit plans for retirees and their families including the self-insured health plans, insured Medicare Supplement Plans, Medicare Advantage Plans, prescription drug plans, dental and vision plans - Total cost is based on the number of employees/retiree participants in the plan - Financing: Employee Benefits Current Funds (subject to appropriations)

BACKGROUND

This item is on the addendum because we were waiting for the final policy from the carrier so we were unable to make the regular agenda.

The City of Dallas provides health coverage to 25,554 employees, retirees and their dependents. The employee and retiree Master Plans govern the administration of both the self-insured and fully insured medical plans for the plan members (employees and retirees).

The 2015 Master Plan for the employees defines the City's health coverage for the self-insured Exclusive Provider Organization (EPO), third-party administered employee benefits plans. The EPO plans are provided to active employees and their eligible dependents. As a Section 125 Plan, employees have the ability to have payroll deductions for their medical care, prescription drug plan, vision coverage, and dental coverage made on a pre-tax basis.

The 2015 Master Plan for retirees defines the City's health coverage for the self-insured pre-65 health plans, fully-insured Medicare Supplement, Medicare Advantage and Medicare Part D prescription plans, which are administered by a third party. The fully-insured Medicare Supplement, Medicare HMO and Medicare Part D plans are provided to certain Medicare eligible retirees and their eligible dependents.

BACKGROUND (Continued)

The 2015 employee and retiree Master Plans (self-insured Exclusive Provider Organizations, prescription drug plans and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D plans) will be effective for a twelve (12) month period from January 1, 2015 through December 31, 2015.

In FY 2015, the City will continue its Consumer Driven Health Plan (CDHP) with a Health Reimbursement Account (HRA) and the \$3,000 deductible EPO option. Health Reimbursement Account participating plan members will be given an allocation of \$700 for employee only coverage or \$1,700 for employees with dependents that can be used to cover eligible medical or prescription expenses. The members also had an opportunity to earn an additional \$300 towards their Health Reimbursement Account by earning 250 WellPoints.

The Benefit Plans will continue to include first dollar coverage for urgent care services at off-site Concentra Urgent Care Clinics in the Dallas Fort Worth Metroplex. Participants enrolled in an Exclusive Provided Organization Plan will have the ability to have basic services performed at these clinics. Members will have access to clinics at the co-insurance rate of \$25 for 75/25 or \$35 for 70/30 cost share depending on the health benefit plan in which they have enrolled, prior to meeting an annual deductible.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized adoption of the 2006 Employee and Retiree Health Benefit Plans on December 14, 2005, by Resolution No. 05-3545.

Authorized adoption of the 2007 Employee and Retiree Health Benefit Plans on September 27, 2006, by Resolution No. 06-2640.

Authorized adoption of the 2008 Employee and Retiree Health Benefit Plans on September 26, 2007, by Resolution No. 07-2838.

Authorized adoption of the 2009 Employee and Retiree Health Benefit Plans on September 24, 2008, by Resolution No. 08-2620.

Authorized adoption of the 2010 Employee and Retiree Health Benefit Plans on September 23, 2009, by Resolution No. 09-2381.

Authorized adoption of the 2011 Employee and Retiree Health Benefit Plans on September 22, 2010, by Resolution No. 10-2460.

Authorized adoption of the 2012 Employee and Retiree Health Benefit Plans on September 28, 2011, by Resolution No. 11-2617.

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

Authorized adoption of the 2013 Employee and Retiree Health Benefit Plans on September 19, 2012, by Resolution No. 12-2331.

Authorized adoption of the 2014 Employee and Retiree Health Benefit Plans on September 18, 2013, by Resolution No. 13-1650.

FISCAL INFORMATION

The total cost is based on the number of employee/retiree participants in the plan - Employee Benefits Current Funds (subject to appropriations)

December 10, 2014

WHEREAS, the City of Dallas desires to continue the self-insured Exclusive Provider Organization health plans, the prescription drug plan and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D prescription plans, third-party administered employee and retiree benefits plans for active employees, retirees, and their eligible dependents for the 2015 Plan Year; and

WHEREAS, the City of Dallas desires to continue the employee Master Plan for eligible employees to receive favorable tax treatment of premiums or medical expenses paid for employee health care, dependent health care, vision and dental coverage, dependent care and non-reimbursed medical expenses; and

WHEREAS, the City of Dallas desires to adopt the employee 2015 Master Plan (self-funded Exclusive Provider Organization health plans and the 2015 retiree Master Plan self-funded Exclusive Provider Organization health plans for pre-65 retirees and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D prescription plans for retirees over 65.)

NOW, THEREFORE,

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

Section 1. That the attached 2015 employee and retiree Master Plans (self-funded Exclusive Provider Organization health plans and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D prescription plans) to offer employees and retirees health benefits. (Attachments A & B)

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



City of Dallas



Achieve



Commit

2015

**Active Employee
Benefits & Enrollment Guide**

cityofdallasbenefits.org



Thrive

Human Resources Department
Benefits Service Center

Table of Contents

- 1 **Welcome Letter**
- 2 **Health Insurance Marketplace Coverage**

6 **Enrollment Overview**

- 7 Who is Eligible
- 8 Making Changes to Your Benefits During the Year
- 8 Reminders

9 **WellPoints**

- 10 WellPoints
- 11 How to Earn WellPoints
- 12 Annual Physical Verification/Biometric Target Screening Form

14 **Core Benefits**

- 17 EPO 70/30/\$3,000 Medical Plan
- 18 EPO 75/25 HRA Medical Plan
- 19 Prescription Program
- 22 Dental Plan
- 23 Vision Plan
- 24 Flexible Spending Account (FSA)
- 27 Worksite Clinic & Discount Program
- 30 Life Insurance and Accidental Death & Dismemberment
- 38 401(k)/457(b) Plans

40 **Required Notices**

48 **Voluntary (Non-Sponsored) Benefits**

- 49 Allstate Universal Life
- 52 Aflac Hospital Confinement Indemnity
- 53 Aflac Accident
- 53 Aflac Cancer Care
- 54 Aflac Critical Illness
- 56 Abacus Short Term Disability
- 58 Abacus Long Term Disability
- 61 LegalShield
- 62 Teladoc

64 **Directory**

Summary of Benefits and Coverage

As an employee, the health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury. Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, your plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important information about any health coverage option in a standard format to help you compare across options.

The SBC is available on the web at www.cityofdallasbenefits.org. A free, paper copy is also available by calling the Benefits Service Center at (855) 656-9114.



Welcome to Benefits 2015!

Greetings, Fellow Employee:

It is my pleasure to welcome you to the 2015 Open Enrollment. The City of Dallas provides an annual open enrollment period for employees to review their benefits coverage and make new elections for the upcoming year.

Important things to know regarding 2015 Open Enrollment:

- The Open Enrollment period for 2015 starts September 29, 2014, and ends October 31, 2014
- Open Enrollment will be active this year, if you are enrolled in a plan:
 - You must meet in person with an Enrollment Advisor to enroll in benefit plans for 2015
 - Employees must bring their City of Dallas Employee Identification Card
 - A Dependent Eligibility Audit will be conducted and proof of dependents will be required – birth certificate, marriage certificate, adoption paperwork and social security card – when you meet with an Enrollment Advisor. Without proof of dependents, you will not be able to keep them on or add them on your benefits
 - If you are enrolled in a medical plan, and do not meet with an Enrollment Advisor, you will automatically be enrolled in the 70/30/\$3,000 deductible plan with **employee only coverage** (regardless of current coverage)
 - Your Basic Life Insurance, Supplemental Life Insurance, Dependent Life Insurance and Accidental Death and Dismemberment (AD&D) Insurance will automatically roll over into the new plan year
 - A Flexible Spending Account (FSA), which includes the Employee Medical Spending Plan (EMSP) and the Dependent Care Assistance Plan (DCAP), does not roll over. You must renew your FSA each year to continue to receive this benefit
- To make changes to your benefit plan elections or enroll in an FSA plan for 2015, you must meet with an Enrollment Advisor to re-enroll during Open Enrollment.
- If you need to add or delete dependents, you will need to meet with an Enrollment Advisor. To add a dependent, be sure that you bring one of the accepted forms of proof of dependents – birth certificate, marriage certificate, adoption paperwork and social security card.

What's New for 2015?

- 75/25 HRA Plan
 - No plan changes
- 70/30/\$3,000 Plan
 - Combined out-of-pocket maximum for medical and pharmacy will decrease from \$10,000 to \$6,350 = reduction of \$3,650
 - Pharmacy deductible will change from \$240 to \$750
- The City of Dallas will no longer offer the 70/30/\$3,000 Low Plan
- Pharmacy Plan Change
 - Implement a Specialty Drug Formulary

The Benefits and Enrollment Guide provides details about your benefit options. Reviewing the material contained in this guide will help you make informed decisions about your benefits for 2015. If you have any questions, please contact the Benefits Service Center.

As always, we hope you will continue to be pleased with these programs and services as we endeavor to maintain a competitive benefits package for you and your family.

Sincerely,

City of Dallas Benefits Team



Dear City of Dallas Employee:

Through the Affordable Care Act, Health Insurance Exchanges have been established across the country. Each state had the option to set up a state-based insurance Marketplace that allows individuals and employers to easily compare and evaluate health insurance plans. The state of Texas elected not to implement a state exchange, so the Health Insurance Exchange is run by the Federal government. Enrollment in health coverage on the Marketplace will open in October, with plans effective on January 1, 2015. The Patient Protection and Accountable Care Act requires employers covered by the Fair Labor Standards Act (FLSA) to provide a notice to employees prior to the beginning date of the Exchange.

On the following pages, you will find the Exchange Notice that notifies employees about the exchanges. Please be advised that the City of Dallas plans meet the minimum value required for health plans; therefore, City employees may not be eligible for a subsidy in the exchange. Specifically, the notice is designed to:

- Inform employees about the existence of the Exchange and give a description of the services provided by the Exchange
- Explain how employees may be eligible for a premium tax credit or a cost-sharing reduction if the employer's plan does not meet certain requirements
- Inform employees that if they purchase coverage through the Exchange, they may lose any employer contribution toward the cost of employer-provided coverage, and that all or a portion of this employer contribution may be excludable for federal income tax purposes and
- Include contact information for the Exchange and an explanation of appeal rights

Should you have any questions about your coverage, or to get additional information about this form, please contact the Benefits Service Center at (855) 656-9114.

Sincerely,

City of Dallas

Human Resources Department

Benefits Service Center



New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149
(expires 1-31-2017)

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution –as well as your employee contribution to employer-offered coverage– is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact the City of Dallas Benefits Service Center at (855) 656-9114.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name City of Dallas		4. Employer Identification Number (EIN)	
5. Employer address 1500 Marilla St., 1DS		6. Employer phone number (855) 656-9114	
7. City Dallas		8. State Texas	9. ZIP code 75201
10. Who can we contact about employee health coverage at this job? The City of Dallas Benefits Service Center			
11. Phone number (if different from above)		12. Email address	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:

All employees.

- Some employees. Eligible employees are:

Full-time permanent employees and Permanent part-time employees

- With respect to dependents:

- We do offer coverage. Eligible dependents are:

A spouse, children up to age of 26 years and grandchildren

We do not offer coverage.

- If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

13. Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?

- Yes** (Continue)
13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? _____ (mm/dd/yyyy) (Continue)
- No** (STOP and return this form to employee)

14. Does the employer offer a health plan that meets the minimum value standard*?

- Yes (Go to question 15) No (STOP and return form to employee)

15. For the lowest-cost plan that meets the minimum value standard* offered only to the employee (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/ she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

- a. How much would the employee have to pay in premiums for this plan? \$ _____
- b. How often? Weekly Every 2 weeks Twice a month Monthly Quarterly Yearly

If the plan year will end soon and you know that the health plans offered will change, go to question 16. If you don't know, STOP and return form to employee.

16. What change will the employer make for the new plan year? _____

- Employer won't offer health coverage
- Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.* (Premium should reflect the discount for wellness programs. See question 15.)

- a. How much would the employee have to pay in premiums for this plan? \$ _____
- b. How often? Weekly Every 2 weeks Twice a month Monthly Quarterly Yearly

* An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36B(c)(2)(C)(ii) of the Internal Revenue Code of 1986)

Enrollment Overview

Who is Eligible

**Making Changes to Your Benefits
During the Year**

Reminders

Who is Eligible?

You may elect health coverage for you and your eligible dependents during the annual Open Enrollment period and through special enrollments as a result of a Qualifying Life Event. Eligible dependents include the following:

Type of Eligible Dependent	Required Documentation
<p>Spouse</p>	<ul style="list-style-type: none"> ■ Copy of Marriage License, Copy of Social Security Card, and Date of Birth ■ If Common-Law Marriage applies, please provide copies of documentation showing that you and your spouse have lived together for at least six months (provide two documents from list below). <p>Examples include copies of:</p> <ul style="list-style-type: none"> • Lease or deed naming both partners • Joint checking account statement • Utility bills and/or credit accounts • Will and/or life insurance policies
<p>Domestic Partner</p>	<ul style="list-style-type: none"> ■ Copy of Social Security Card, and Date of Birth ■ Copies of documentation showing that you and your partner have lived together for at least six months (provide two documents from list below). <p>Examples include copies of:</p> <ul style="list-style-type: none"> • Lease or deed naming both partners • Joint checking account statement • Utility bills and/or credit accounts • Will and/or life insurance policies
<p>Dependent Child: Child who is married or unmarried, under age 26 and is the biological child, legally adopted child or stepchild of you and/or your spouse, domestic partner or common-law spouse</p> <p>Dependent Grandchild: Grandchild who is married or unmarried, under age 26 and is the biological grandchild of you and/or your spouse, domestic partner or common-law spouse</p>	<ul style="list-style-type: none"> ■ Copy of Birth Certificate showing you as a parent, or ■ Copy of Adoption Agreement, or ■ Copy of court custody or guardianship documents, or ■ Copy of the portion of the divorce decree showing the dependent, or ■ Copy of Qualified Medical Court Support Order (QMCSO), and ■ Copy of Social Security Card

Please note: Your dependents (spouse and/or children) cannot be covered on a plan if you are not covered.

Making Changes to Your Benefits During the Year (Outside the Open Enrollment Period)

The Internal Revenue Service (IRS) requires that you make benefits elections during the annual Open Enrollment period for your benefits to be effective during the 2015 plan year. You may not change your benefits elections after Open Enrollment unless you experience a **Qualifying Life Event**, which may include:

- Marriage
- Divorce, Legal Separation or Annulment
- Birth or Adoption of an Eligible Child
- Change in your (or your spouse's) work status that affects benefits eligibility (e.g., change from full-time to part-time employment status)
- A change in your child's benefits eligibility
- A Qualified Medical Child Support Order

You must report your Qualifying Life Event to the Benefits Service Center **within 30 days** of the event with the required documentation to support your claim. If you fail to report your Qualifying Life Event within the required timeframe, you must wait until the next annual Open Enrollment to change your benefits elections.

If your dependent does not meet the current eligibility rules during the specified period, and/or you do not provide the required documentation, your dependent(s) will not be added to your benefits plan.

Reminders

To enroll in a benefits plan or change your current plan, please remember:

1. New employees: You have 30 days from your date of hire to enroll in a benefits plan; otherwise, you must wait until Open Enrollment or have a Qualifying Life Event.
2. The Open Enrollment period for 2015 starts **September 29, 2014**, and ends **October 31, 2014**.
3. You must report a Qualifying Life Event **within 30 days of that event** to change your benefits plan.

WellPoints

WellPoints

How to earn WellPoints

Annual Physical Verification

Biometric Target Screening Form

WellPoints is the wellness incentive program for City employees enrolled in a City sponsored health plan. By participating in WellPoints, you will help lower your 2016 medical plan premium and earn extra cash toward your HRA. To earn a reduced medical premium for 2016, you must earn a **minimum of 250 wellness points**.

To participate, you must be enrolled in a City sponsored health plan.

**Active employees may earn WellPoints for the 2016 benefits year
starting October 1, 2014, and ending August 31, 2015.**

Please use the program guide on the following page to determine how to earn wellness points.

For more information: City of Dallas
Human Resources Department
Benefits Service Center
1500 Marilla Street, Room 1D-South
Dallas, Texas 75201
Phone: (855) 656-9114
Email: wellness@dallascityhall.com
Web: www.cityofdallasbenefits.org

Wellness Program Disclosure

If it is unreasonably difficult for you to achieve the standards for a reward under the wellness program due to a medical condition, or if it is medically inadvisable for you to attempt to achieve the standards for the reward under this program, call the Benefits Service Center at (855) 656-9114, and we will work with you to develop another way to qualify for the reward.

How To Earn WellPoints

Goal: 250 Points

WellPoints Period: October 1, 2014 - August 31, 2015

To participate in WellPoints, you must complete the Engagement category, which is worth 150 points. Earn the remaining points by participating in some of the activities listed under options one through three.

ENGAGEMENT (REQUIRED)

To participate in WellPoints, you must complete the following two Engagement activities:

- Annual Physical Exam* (100 Points)
 - Includes BMI, Blood Pressure, Fasting LDL & Fasting Glucose
- MyUHC Online Health Assessment* (50 Points)

*REQUIRED

OPTION 1

Biometric Target

- Biometric Screening Targets (Max: 100 Points)
 - Earn points for meeting biometric targets
 - Targets: BMI (Less than 30); Blood Pressure (Systolic: Less than 140; Diastolic: Less than 90); Fasting LDL (Less than 130); and Fasting Glucose (Less than 100)

0-1 Targets = 0 Points
 2 Targets = 50 Points
 3 Targets = 75 Points
 4 Targets = 100 Points

OPTION 2

Take Action (Max: 100 Points)

- Each program worth 100 points
- Two Options: Disease Management and YMCA Diabetes Prevention
 - Disease Management Program
 - ◆ Four Program Options: Asthma, Diabetes, Coronary Artery Disease, and Heart Failure
 - ◆ Eligible Participants will Receive and Outreach Call from a UnitedHealthcare Nurse
 - YMCA Diabetes Prevention Program

Behavior Change (Max: 50 Points)

- Each activity worth 25 points
- Activities include: Boot Camp, Weight Loss Program, WellAware-sponsored Fitness Activities, Gym/Fitness Center Participation and Community Races

Bonus Activities (Max: 50 Points)

- Each educational activity 10 points and physical activities worth 20 points
- Each activity worth:
 - Learning Seminar - 10 points
 - Physical Activity over 1 mile - 20 points
- Activities include: City of Dallas Department-sponsored activities (e.g. Walks, Health Fairs & Fitness Activities)

OPTION 3

You may also participate in the following reasonable alternatives:

Online Coaching (Max: 50 Points)

- Each program worth 25 points
- Participate in up to **two** programs
- Go to **www.myuhc.com** for online coaching program information

Education (Max: 50 Points)

- Each program worth 10 points
- Participate in up to **five** programs
- Activities include WellAware Health Fair & learning/health seminars hosted or sponsored by WellAware

Annual Physical Exam Verification Biometric Target Screening Verification

Instructions for Physicians and Employees

This form is to be used by eligible City of Dallas employees (full- or part-time) who would like to submit their Annual Physical Exam or Biometric Target Screening results to the Benefits Service Center as part of their participation in the WellPoints Employee Wellness Incentive Program.

For the Biometric Target Screening, the following measures must be collected and reported via a physician:

- Blood Pressure
- Body Mass Index (BMI)
- Fasting LDL Cholesterol
- Fasting Glucose (Blood Sugar)

The employee must submit results to the Benefits Service Center no later than August 31, 2015.

Instructions for Physician

Complete Section 2 of the form (if applicable).

Complete Section 3 for the form and return it to the patient (employee) for submission

Instructions for Employees

Complete Section 1 of the form—including signature—and present the form to your physician at your medical appointment. Instruct the physician to complete the required information. You must submit the completed form directly to the Benefits Service Center by mail, in person or via secure fax.

**Benefits Service Center
Dallas City Hall
1500 Marilla Street, Room 1DS
Dallas, TX 75201
Phone: (855) 656-9114
Secure Fax: (214) 659-7098
Hours: 8:15 a.m. to 5:15 p.m. (Monday thru Friday)**

Employee Reminders

- The Benefits Service Center has provided multiple delivery options for your results
- Please mail, fax or hand-deliver the results to the address provided
- **Submit all results by August 31, 2015**

WellAware



Your Health Matters

City of Dallas Employee Wellness Program



Annual Physical Exam Verification Biometric Target Screening Verification

SECTION 1: PHYSICIAN INSTRUCTIONS

Dear Physician:

The City of Dallas has initiated a new wellness incentive program called WellPoints. As a WellPoints participant, an employee may receive incentives through maintaining a healthy lifestyle. One of the measures required to participate in WellPoints is the completion of an annual physical exam.

Employees earn wellness points for meeting the following biometric targets:

Biometric Target Screening Values Key Measures & Targets	
Body Mass Index (BMI) Less Than 30	Blood Pressure Systolic: Less Than 140 Diastolic: Less Than 90
Fasting LDL Cholesterol Less Than 130	Fasting Glucose (Blood Sugar) Less Than 100

Physician: Please complete Section 2. The employee must return the completed form to the City of Dallas Benefits Service Center upon your completion.

Note: If you believe the established target is contraindicated for the health of your patient, the patient may achieve the desired wellness points by participating in other programs such as learning seminars, health fairs and online coaching programs.

SECTION 2: PATIENT INFORMATION (Patient: Complete this section. Please print.)

First Name: _____ Last Name: _____

Employee ID: _____

City: _____ State: _____ Zip: _____

Phone Number: (_____) _____ - _____

Gender: Male Female Date of Birth: ____/____/____ Age: _____

Signature: _____ Date: ____/____/____

PATIENT: This form must be submitted by August 31, 2015.

SECTION 3: PATIENT BIOMETRIC TARGETS ONLY

Physician: Place your signature on the line next to the number of biometric targets the employee met. Use the Biometric Target parameters listed in Section 1.

■ 0-1 Target Met _____ Exam Date: ____/____/____

■ 2 Targets Met _____ Phone: (_____) _____ - _____

■ 3 Targets Met _____

■ 4 Targets Met _____

SECTION 4: ANNUAL PHYSICAL EXAM VERIFICATION ONLY

Physician: Your signature below confirms that the employee has received an annual physical exam.

Physician Signature: _____ Date: ____/____/____

Core Benefits

EPO 70/30/\$3,000 Medical Plan

EPO 75/25 HRA Medical Plan

Dental Plan

Vision Plan

Flexible Spending Account (FSA)

Worksite Clinic &

Discount Program

Life Insurance

401(k)/457(b) Plans

Benefits At A Glance

Benefit (Vendor)	Funding	Options
Medical (UHC) Prescription (CVS/Caremark)	City & Employee Contributions	Two Options: <ul style="list-style-type: none"> • EPO 70/30/\$3,000 • EPO 75/25/HRA
Dental (UHC)	100% Employee Paid	Three Options: <ul style="list-style-type: none"> • HMO • PPO (Indemnity) • EPO
Vision (UHC)	100% Employee Paid	Two Options: <ul style="list-style-type: none"> • Standard Plan • Buy-up Plan Exams: \$10 Copayment Materials: \$25 Copayment
FSA (UHC) Employee Medical Spending FSA Dependent Care FSA	100% Employee Paid	\$2,500 Maximum \$5,000 Maximum
Life Insurance Basic Life Supplemental Life Dependent Life Accidental Death & Dismemberment	100% City Paid 100% Employee Paid 100% Employee Paid 100% Employee Paid	\$50,000 per FT Employee Up to Three Times Annual Salary (\$500K Max) Two Dependent Life Options: <ul style="list-style-type: none"> • Option 1: \$15K for Spouse, \$5K per Child • Option 2: \$25K for Spouse, \$10K per Child \$25K-\$250K

EPO 70/30/\$3,000 Medical Plan & EPO 75/25 HRA Medical Plan



EPO 70/30/\$3,000 Plan

Medical Plan (In-Network Benefits Only)	
Total Deductible	\$3,000 (Single); \$9,000 (with Dependents)
HRA Allocation (City Contribution)	N/A
Coinsurance (After Deductible)	Member pays 30%; Plan pays 70%
Preventive Services	Plan pays 100%
Outpatient Services	Plan pays 70% after Deductible
Inpatient Services	Plan pays 70% after Deductible
ER Services at Hospital	\$100 Copay plus Plan pays 70% after Deductible
Specialist Services & Urgent Care Services	Plan pays 70% after Deductible
Out-of-Pocket Max (Combined with Pharmacy)	\$6,350 (Single); \$12,700 (with Dependents)
Rx Coverage (CVS Caremark)	See page 20 for Program details
Rx Deductible	\$750 Individual

Bi-Weekly Rates				
Full-Time Employee	WellPoint Incentive Earned		WellPoint Incentive NOT Earned	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Employee Only	\$22.00	\$32.00	\$32.00	\$42.00
Employee + Spouse	\$188.00	\$198.00	\$198.00	\$208.00
Employee + Child(ren)	\$59.50	\$69.50	\$69.50	\$79.50
Employee + Family	\$242.00	\$252.00	\$252.00	\$262.00
Permanent Part-Time Employee	WellPoint Incentive Earned		WellPoint Incentive NOT Earned	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Employee Only	\$53.50	\$63.50	\$63.50	\$73.50
Employee + Spouse	\$180.00	\$190.00	\$190.00	\$200.00
Employee + Child(ren)	\$110.50	\$120.50	\$120.50	\$130.50
Employee + Family	\$252.50	\$262.50	\$262.50	\$272.50

EPO 75/25 HRA

Medical Plan (In-Network Benefits Only)		
	WellPoint Incentive Earned	WellPoint Incentive NOT Earned
Total Deductible	\$2,500 (Single); \$5,000 (with Dependents)	\$2,500 (Single); \$5,000 (with Dependents)
HRA Allocation (City \$\$)	\$1,000 (Single); \$2,000 (with Dependents)	\$700 (Single); \$1,700 (with Dependents)
Deductible (Your \$\$ after City \$\$)	\$1,500 (Single); \$3,000 (with Dependents)	\$1,800 (Single); \$3,300 (with Dependents)
Maximum Fund Balance	\$6,000	\$6,000
Coinsurance (After Deductible)	Member pays 25%; Plan pays 75%	
Preventive Services (See SPD for Injections)	Plan pays 100% (In-Network only) Doesn't Reduce HRA	
Outpatient Services	Plan pays 75% after Deductible	
Inpatient Services	Plan pays 75% after Deductible	
ER Services at Hospital (See SPD for Ambulance Services)	Plan pays 75% after Deductible	
Specialist Services & Urgent Care Services	Plan pays 75% after Deductible	
Out-of-Pocket Max	\$6,350 (Single); \$12,700 (with Dependents)	
Rx Coverage (CVS Caremark)	See page 20 for Program details	
Rx Deductible	Same as Deductible above	

Bi-Weekly Rates				
Full-Time Employee	WellPoint Incentive Earned		WellPoint Incentive NOT Earned	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Employee Only	\$37.50	\$47.50	\$47.50	\$57.50
Employee + Spouse	\$234.00	\$244.00	\$244.00	\$254.00
Employee + Child(ren)	\$110.50	\$120.50	\$120.50	\$130.50
Employee + Family	\$296.50	\$306.50	\$306.50	\$316.50
Permanent Part-Time Employee	WellPoint Incentive Earned		WellPoint Incentive NOT Earned	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Employee Only	\$113.00	\$123.00	\$123.00	\$133.00
Employee + Spouse	\$316.00	\$326.00	\$326.00	\$336.00
Employee + Child(ren)	\$223.00	\$233.00	\$233.00	\$243.00
Employee + Family	\$408.50	\$418.50	\$418.50	\$428.50

Prorated HRA Funds (Based on the month of enrollment)

If you enroll as a New Hire or experience a Qualifying Life Event (QLE) after January 31, the funds allocated to your account balance will be reduced based on the table below.

Month	Employee Only	Employee & Dependents	Month	Employee Only	Employee & Dependents
January	\$700.00	\$1,700.00	July	\$350.02	\$849.98
February	\$641.67	\$1,558.33	August	\$291.69	\$708.31
March	\$583.34	\$1,416.66	September	\$233.36	\$566.64
April	\$525.01	\$1,274.99	October	\$175.03	\$424.97
May	\$466.68	\$1,133.32	November	\$116.70	\$283.30
June	\$408.35	\$991.65	December	\$58.37	\$141.63

Prescription Program



CVS/caremark™

	70/30 Plan	HRA Plan
Generic Medications		
Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	10% (\$10 min)	10%
Preferred Brand-Name Medications		
If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	25% (\$25 min)	25%
Non-Preferred Brand-Name Medications (Includes Specialty Drug Formulary)		
You will pay the most for medications not on your plan's preferred drug list.	40% (\$40 min)	40%
Refill Limit	None	None
Annual Deductible	\$750 Individual DED RX ONLY	\$2,500 for an individual \$5,000 for a family
Out-of-Pocket Max	\$6,350 for an individual / \$12,700 for a family (Combined with Medical)	
CVS Caremark Retail Pharmacy Network For short-term medications (Up to a 31-day supply)	The CVS Caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,400 CVS Pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at www.caremark.com or call a Customer Care representative toll-free at (855) 465-0023.	
CVS Caremark Mail Service Pharmacy or CVS Caremark Retail-90 Pharmacy For long-term medications (Up to a 90-day supply)	You have the convenience of getting your long-term medications at one of our 51,000 Retail-90 Pharmacy locations for your mail service copay. Or simply mail your original prescription and the mail service order form to CVS Caremark. Your medications will be sent directly to your home, office or a location of your choice.	
Web Services	Register at www.caremark.com to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
Customer Care	Visit www.caremark.com or call at (855) 465-0023	

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

This plan offers you choice and savings when it comes to filling long-term prescriptions. Now you have two ways to save. Plus, you can easily order refills and manage your prescriptions anytime at www.caremark.com.

CVS Caremark Mail Service Pharmacy	Retail-90 Pharmacy
<ul style="list-style-type: none"> • Enjoy convenient home delivery • Receive your medications in private, tamper-resistant and (when needed) temperature-controlled packaging • Talk to a pharmacist by phone 	<ul style="list-style-type: none"> • Pick up your medication at a time that is convenient for you • Enjoy same-day prescription availability • Talk with a pharmacist face-to-face

Follow the steps below to start enjoying all the benefits of your prescription plan.

If you would like...	Then...
To continue with mail service	You don't have to do anything. We will continue to send your medications to your location of choice.
To pick up at CVS Pharmacy	Please let us know. You can do so quickly and easily. Choose the option that works best for you. <ul style="list-style-type: none"> • Visit your local retail-90 Pharmacy and talk to the pharmacist • Call us toll-free using the numbers on the back of your Prescription card and we will handle the rest
To sign up for mail service for the first time	You can do so easily online or by phone. <ul style="list-style-type: none"> • Register or log into www.caremark.com, select "Start a New Prescription," then click on "FastStart®" • Call FastStart toll-free at (800) 875-0867. We will handle the rest

Dental & Vision Plan



Dental Plan



UnitedHealthcare is our provider for dental offerings for 2015. Your options include:

- Dental PPO, which allows you to select the provider of your choice
- Dental HMO, which provides in-network benefits only while having a copay schedule
- Dental EPO, which allows you to select the provider of your choice while having a copay schedule

Plan Features	UHC PPO		UHC HMO	UHC EPO
	In-Network	Out-of-Network	In-Network Only	In-Network & Out-of-Network
Calendar Year Deductibles				
Individual		\$50	\$0	\$50
Family		\$150	\$0	\$150
Maximum				
Calendar Year		\$1,000 per person	\$0	\$1,250/Dental Services \$1,500/ Orthodontic Services
Waiting Period		12-month waiting period for Major Services	No waiting period for Major Services	12-month waiting period for Orthodontic Services No waiting period for Major Services
Visits and Exams				
Office Visit	You pay 0%	You pay any charges in excess of Allowed Amount*	Office Visit: \$5	Copays vary by service according to Patient Charge Schedule*
Oral Exam			Oral Exam: \$0	
X-rays			X-rays: \$0	
Basic Services				
Fillings	You pay 20%	You pay 20% and any charges in excess of Allowed Amount*	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*
General Services				
Space Maintainers				
Major Services				
Crowns	You pay 50%	You pay 50% and any charges in excess of Allowed Amount*	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*
Dentures/Bridges				
Orthodontic Services				
Orthodontia	Not Covered	Not Covered	Copays vary by service according to Patient Charge Schedule* Adult and children orthodontia No waiting period	Copays vary by service according to Patient Charge Schedule* Children only (up to 19 yrs)

* The benefit percentage applies to the schedule of maximum allowable charges. Maximum allowable charges are limitations on billed charges in the geographic area in which the expenses are incurred.

Bi-Weekly Dental Plan Rates			
Coverage Level	Dental PPO	Dental HMO	Dental EPO
Employee Only	\$12.07	\$3.88	\$9.01
Employee + Spouse	\$24.14	\$7.15	\$16.58
Employee + Child(ren)	\$24.62	\$7.18	\$16.66
Employee + Family	\$36.70	\$10.10	\$23.43

Vision Plan



The City of Dallas has two Vision Plan options for 2015: the Standard Plan and the Buy-up Plan. Both plans include a comprehensive exam and materials, frames and lenses (including contact lenses). The Buy-up plan includes the following additional lens options: Polycarbonate Lenses and Standard Anti-reflective Coating. Polycarbonate lenses are impact-resistant lenses that are often utilized in children's eyewear. Standard Anti-reflective coating will aid in glare reduction. The Buy-up Plan also includes an out-of-network laser surgery benefit.

Benefit/Service	Standard Plan		Buy-up Plan	
	UHC Network Provider	Out-of-Network Reimbursement ¹	UHC Network Provider	Out-of-Network Reimbursement ¹
Comprehensive Exam (Every 12 months)	\$10 copay	Up to \$40.00	\$10 copay	Up to \$40.00
Materials	\$25 copay	See spectacle lenses and frame benefit below	\$25 copay	See spectacle lenses and frame benefit below
Spectacle lenses* (Every 12 months) Standard Plan: • Standard Scratch-Resistant Coating Buy-up Plan: • Standard Scratch-Resistant Coating • Polycarbonate Lenses • Standard Anti-Reflective	\$25 copay	Single Vision up to \$40.00 Bifocal up to \$60.00 Trifocal up to \$80.00 Lenticular up to \$80.00	\$25 copay	Single Vision up to \$40.00 Bifocal up to \$60.00 Trifocal up to \$80.00 Lenticular up to \$80.00
Frames (Every 24 months)	\$130.00 retail frame allowance	Up to \$45.00	\$130.00 retail frame allowance	Up to \$45.00
Contact Lenses** (every 12 months) • Fitting/evaluation • Contacts • Two follow-up visits (after \$25 copay)	Covered-in-full selection or \$105.00 allowance	Elective up to \$105.00 Necessary up to \$210.00	Covered-in-full selection or \$105.00 allowance	Elective up to \$105.00 Necessary up to \$210.00
Laser Vision***	N/A	N/A	N/A	Lifetime Max Reimbursement of \$500

¹ Out-of-Network Reimbursement: Receipts for service and materials purchased on different dates must be submitted together at the same time to receive reimbursement. Receipt must be submitted within 12 months of date of service to the following address: UHC Vision, ATTN: Claims Dept., P.O. Box 30978, Salt Lake City, UT 84130.

* Benefits available every 12 to 24 months (depending on the benefit frequency), based on last date of service.

** Your \$105 Contact Lens allowance is applied to the fitting/evaluation fees and the purchase of the contact lenses. For example, if the fitting/evaluation fee is \$30, you will have \$75 toward the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store. If you choose disposable contacts, you may receive up to four boxes of disposable contacts (depending on prescription). This benefit is covered in lieu of eyeglasses when obtained from a network provider. Toric, gas permeable and bifocal contacts are all examples that are outside our covered-in-full selection.

***UHC has partnered with Laser Vision Network of America (LVNA) to provide members with access to discounted laser correction providers at UHClasik.com or (888) 563-4497.

Bi-Weekly Vision Plan Rates		
Coverage Level	Standard Plan	Buy-up Plan
Employee Only	\$2.40	\$2.88
Employee + Spouse	\$4.38	\$5.26
Employee + Child(ren)	\$4.60	\$5.52
Employee + Family	\$7.07	\$8.51

Flexible Spending Account (FSA)



Flexible Spending Account (FSA)

What is a Flexible Spending Account?

A Flexible Spending Account (FSA) is a tax-free account that allows you to pay for eligible health care expenses that are not covered, or are partially covered, by your medical, dental and vision insurance plans; or pay for child/dependent care expenses. You save money to pay for your out-of-pocket healthcare expenses, including prescription drug costs, medical, dental, vision and hearing expenses and/or your child or dependent care expenses, including day care, and before- and after-school care expenses.

How does it work?

- You decide how much you want to deduct from your paycheck before federal, state or Medicare taxes are calculated
- You reimburse yourself from the account as you pay for eligible health care or dependent care expenses

You save money by reducing your taxable income. It is that simple. City of Dallas employees have two FSA options: the **Employee Medical Spending FSA** and the **Dependent Care FSA**.

Employee Medical Spending FSA

What you can pay for with an Employee Medical Spending FSA?

You can find a list of eligible expenses at www.myuhc.com[®] or see your benefit plan information.

Some sample expenses are:

- Your share of health plan expenses, such as deductibles and copayments (insurance premiums do not qualify)
- Eyeglasses and contact lenses
- Dental work, orthodontia and dentures

You can no longer use your Employee Medical Spending FSA for over-the-counter (OTC) medicines or drugs without a prescription. This change was part of the Affordable Care Act passed in 2010.

The maximum annual contribution to your Employee Medical Spending FSA is \$2,500.

Dependent Care FSA

You can use your Dependent Care FSA to pay for:

- Daycare services for children under age 13
- Care for other qualifying dependents who are unable to care for themselves

Dependent Care FSA is for dependent daycare only. It is not to be confused with dependents' health care expenses, which should be considered in your calculation of your Employee Medical Spending FSA contributions.

The maximum annual contribution to your Dependent Care FSA is \$5,000.

Spending your FSA dollars

You have more time to spend your FSA dollars.

The federal government now allows a "grace period" to give you more time to use your FSA dollars. This grace period reduces any worry if you have FSA dollars remaining at the end of the plan year.

How long is the grace period?

Two and one-half months after your calendar year plan ends. You have until March 15, 2016, to use your 2015 FSA dollars on eligible expenses. **All claims must be submitted by March 31, 2016.**

What about the "use it or lose it" rule?

This rule still applies. However, having a grace period allows you to use the remaining funds until March 15, 2015.

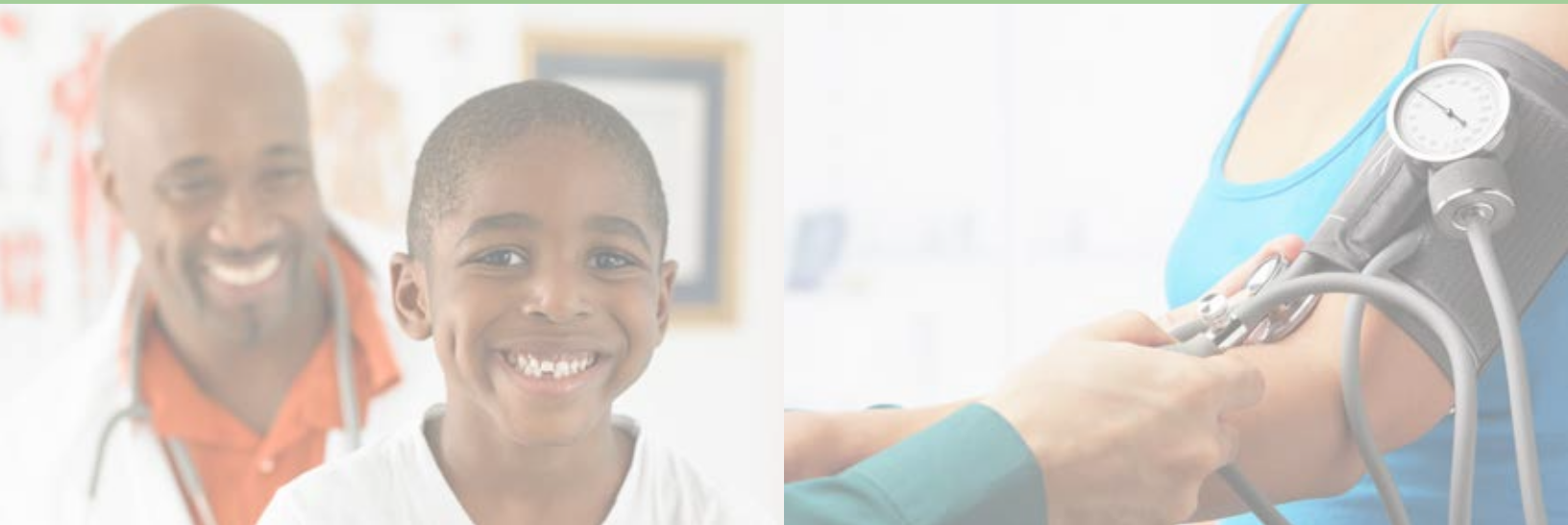
All claims must be submitted by March 31, 2016.

Accessing your FSA fund

There are a few ways to access your FSA funds that can save time and paper; they can also reduce the wait time to receive reimbursements.

1. When United Healthcare processes your claim (medical, dental or vision) or CVS Caremark processes your pharmacy claim, the patient responsibility on the claim will “roll over” to the FSA account. As long as there are available funds, you will receive a reimbursement from your FSA account. Please note, if you are also enrolled in the HRA Medical Plan, the medical claim will roll over to your HRA account first and then to your FSA account after your HRA funds have been used.
2. Your FSA will also come with a convenient Consumer Accounts MasterCard® that allows you to pay for eligible expenses anywhere that MasterCard® is accepted.
3. All other eligible expenses would require you to file claims for reimbursements. However, you can sign up for Direct Deposit using the “Account Settings” on www.myuhc.com. This allows your FSA reimbursements to be automatically deposited into your savings or checking account.

Worksite Clinic & Discount Program



Concentra[®]

Concentra TotalCare Health and Wellness Center is the onsite medical clinic located at Dallas City Hall. The center offers select preventive and diagnostic services to employees and dependents (age 5 and older) covered by the city's health plan at no cost. Employees who are not enrolled in City of Dallas medical plans can also receive treatment at a nominal cost.

Onsite Clinic Services for Employees Enrolled in City of Dallas Medical Plans		
Visit Description	EPO 75/25 HRA Plan	EPO 70/30/\$3,000 Plan
Preventive Care Services <ul style="list-style-type: none"> Services provided at onsite clinic Lab services that are sent out to LabCorp will be processed according to your medical plan benefits. 	<ul style="list-style-type: none"> No cost to employees or dependents Paid at 100% 	<ul style="list-style-type: none"> No cost to employees or dependents Paid at 100%
Injury or Illness Care: Diagnostic Services <ul style="list-style-type: none"> Services provided at onsite clinic Lab services that are sent out to LabCorp will be processed according to your medical plan benefits. 	<ul style="list-style-type: none"> No cost to employees or dependents Services are subject to 25% coinsurance after \$2,500 deductible is met; HRA fund will be used if still available 	<ul style="list-style-type: none"> No cost to employees or dependents Services are subject to 30% coinsurance after \$3,000 deductible is met

Concentra TotalCare Health and Wellness Center

1500 Marilla Street
 Room 1CS
 Dallas, TX 75201

Hours : 7:30 a.m. - 5:30 p.m. (M-F)
 Phone: (214) 671-9140
 Fax: (214) 749-0412

Concentra/City of Dallas Employee Discount Program

The Concentra/City of Dallas Employee Discount Program allows City employees and pre-65 retiree covered by the City's health insurance to visit any Concentra Urgent Care Center in the greater Dallas area and receive unmatched medical service at an unmatched price. City employees and retirees covered by City Self-Insured health plan may continue to use Concentra TotalCare Health and Wellness Center in City Hall and pay nothing for most services, which include treatment for common injuries and illnesses such as sprains, cuts, flu and upper respiratory infection. Employees not covered by the City's health insurance will continue to pay a copay of just \$25 for the same services at the City Hall location.

If You Are	Concentra (Dallas City Hall)	Concentra (DFW Metroplex)
Active Employee Covered by City Health Plan	Cost : \$0 ¹	Cost : \$25 ^{1*} /\$35 ^{1**}
Active Employee NOT Covered by City Health Plan	Cost : \$25 ¹	Not Eligible for Discount
Pre-65 Retiree Covered by City Health Plan	Cost : \$0 ¹	Cost : \$25 ^{1*} /\$35 ^{1**}
Pre-65 Retiree NOT Covered by City Health Plan	Not Eligible for Discount	Not Eligible for Discount
Medicare-eligible Retiree	Not Eligible for Discount	Not Eligible for Discount

¹ You may incur additional charges for services as lab work and X-rays during your clinic visit.

* Copay for 75/25 HRA Plan Enrollees

** Copay for 70/30/\$3,000 Plan Enrollees

Concentra/City of Dallas Employee Discount Program

Choose from several locations throughout the DFW Metroplex

<p>Addison</p> <p>15810 Midway Rd. Addison, TX 75001 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) Phone: (972) 458-8111 Fax: (972) 458-7776</p>	<p>Arlington North</p> <p>2160 E. Lamar Blvd. Arlington, TX 76006 Hours : 8:00 a.m. - 5:00 p.m. (M-F) 9:00 a.m. - 5:00 p.m. (Sat/Sun) Phone: (972) 988-0441 Fax: (972) 641-0054</p>	<p>Arlington South</p> <p>15810 Midway Rd Arlington, TX 76018 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 9:00 a.m. - 5:00 p.m. (Sat/Sun) Phone: (817) 261-5166 Fax: (817) 275-5432</p>	<p>Burleson</p> <p>811 NE Alsbury Blvd. Suite 800 Burleson, TX 76028 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) Phone: (817) 293-7311 Fax: (817) 551-1066</p>
<p>Carrollton</p> <p>1345 Valwood Pkwy., Suite 306 Carrollton, TX 75006 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (972) 484-6435 Fax: (972) 484-6785</p>	<p>Fort Worth Forest Park</p> <p>2500 West Fwy. (I-30) Suite 100 Fort Worth, TX 76102 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) Phone: (817) 882-8700 Fax: (817) 882-8707</p>	<p>Fort Worth Fossil Creek</p> <p>4060 Sandshell Dr. Fort Worth, TX 76137 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (817) 306-9777 Fax: (817) 306-9780</p>	<p>Frisco</p> <p>8756 Teel Pkwy., Suite 350 Frisco, TX 75034 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) 9:00 a.m. - 5:00 p.m. (Sun) Phone: (972) 712-5454 Fax: (972) 712-5442</p>
<p>Garland</p> <p>1621 S. Jupiter Rd. Suite 101 Garland, TX 75042 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (214) 340-7555 Fax: (214) 340-3980</p>	<p>Irving/Las Colinas</p> <p>5910 N. MacArthur Blvd., Suite 133 Irving, TX 75039 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) Phone: (972) 554-8494 Fax: (972) 438-4647</p>	<p>Lewisville</p> <p>2403 S. Stemmons Fwy., Suite 100 Lewisville, TX 75067 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 9:00 a.m. - 5:00 p.m. (Sat/Sun) Phone: (972) 829-2999 Fax: (972) 459-7929</p>	<p>Mesquite</p> <p>4928 Samuell Blvd Mesquite, TX 75149 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (214) 328-1400 Fax: (214) 328-2884</p>
<p>Plano</p> <p>1300 N. Central Expy Plano, TX 75074 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) Phone: (972) 578-2212 Fax: (972) 881-7666</p>	<p>Redbird</p> <p>5520 Westmoreland Rd., Suite 200 Dallas, TX 75237 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (214) 467-8210 Fax: (214) 467-8192</p>	<p>Stemmons</p> <p>2920 N. Stemmons Fwy. Dallas, TX 75247 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 9:00 a.m. - 5:00 p.m. (Sat/Sun) Phone: (214) 630-2331 Fax: (214) 905-1323</p>	<p>Upper Greenville</p> <p>5601 Greenville Ave. Dallas, TX 75206 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 9:00 a.m. - 5:00 p.m. (Sat/Sun) Phone: (214) 821-6007 Fax: (214) 821-6149</p>

Life Insurance & Voluntary AD&D Insurance



The Standard Life Insurance Plan



Basic and Additional (Supplemental) Life Insurance – Group Policy Effective Date January 1, 2012

It's not easy to think about, but what if you suddenly died? Could your family live without your income? Would your family be able to cover the medical expenses associated with a terminal illness or with burial and funeral expenses?

If you are a full-time employee, the City of Dallas provides you with a basic amount of Group Life insurance to help safeguard your loved ones in the event of your death. If you are a part-time employee, the cost of this insurance is shared by you and the City of Dallas. Since every employee's needs are different, your employer also offers you the opportunity to apply for Additional Life insurance from The Standard.

Standard Insurance Company has developed this document to provide you with information about the optional coverage you may select through the City of Dallas. Written in non-technical language, this is not intended as a complete description of the coverage. If you have additional questions, please contact The Standard at (877) 474-4250.

Eligibility

To be eligible for Basic and Additional Life:

- You must be an active employee of the City of Dallas excluding temporary and seasonal employees, full-time members of the armed forces, leased employees and independent contractors.
- If you are a full-time employee, you must be regularly working at least 40 hours each week.
- If you are a part-time employee, you must be regularly working at least 20 hours each week, but less than 40 hours
- For Additional Life, you must be insured for Basic Life.
- For Dependents Life insurance – Your spouse/domestic partner or children must not be full-time members of the armed forces.

Employee Coverage Amount

The City of Dallas provides a Basic Life coverage amount of \$50,000 to full-time employees. If you are a part-time employee, you may elect to purchase this coverage. You must be insured for Basic Life to elect Additional Life. You may elect one of the following options for Additional Life coverage:

- **Option 1:** 1 times your annual earnings, rounded to the next higher multiple of \$1,000, if not already of multiple of \$1,000. The maximum amount is \$500,000.
- **Option 2:** 2 times your annual earnings, rounded to the next higher multiple of \$1,000, if not already of multiple of \$1,000. The maximum amount is \$500,000.
- **Option 3:** 3 times your annual earnings, rounded to the next higher multiple of \$1,000, if not already of multiple of \$1,000. The maximum amount is \$500,000.

Annual Enrollment

During your employer's annual open enrollment period, if you are currently enrolled in Additional Life insurance for an amount less than 3 times your annual earnings, you may elect to increase your coverage by 1 times your annual earnings without having to submit Evidence of Insurability (EOI).

If you would like to increase coverage by more than 1 times your annual earnings, not to exceed 3 times your annual earnings, the amount is subject to medical underwriting approval. To submit an Evidence of Insurability (EOI) online, visit: www.standard.com/mybenefits/mhs_ho.html. If you have questions, please contact The Standard at (877) 474-4250.

Dependents Life insurance for your eligible spouse and children is also available to elect. Beneficiary designation forms are located on the City of Dallas Intranet/Internet sites under the Life Insurance link.

Dependents Life Coverage Amount

You may elect Option 1 or Option 2 Dependents Life insurance for your eligible spouse and children. The amount of coverage for your spouse or children may not exceed 100 percent of your combined Basic and Additional Life coverage. Late applications for Dependents Life insurance for your spouse will be subject to medical underwriting approval.

- Option 1: \$15,000 for spouse; \$5,000 for children, regardless of the number of eligible dependents covered.
- Option 2: \$25,000 for spouse; \$10,000 for children, regardless of the number of eligible dependents covered.

Standard Life Insurance Plan



Employee Rates – Effective January 1, 2015

If you are part-time employee and you elect Basic Life insurance, your bi-weekly premium rate for this plan is \$0.50, per employee per pay period. Premiums for this coverage will be deducted directly from your paycheck. If you are a full-time employee, the cost of this insurance is paid for by the City of Dallas.

If you elect Additional Life insurance, your bi-weekly premium rate for this plan is indicated in the table below.

Premiums for this coverage will be deducted directly from your paycheck.

Supplemental Life Insurance Bi-Weekly Rates	
Employee's Age (on last January 1)	Rate (Per \$1,000 of Total Coverage)
< 25	\$0.0230
25-29	\$0.0275
30-34	\$0.0370
35-39	\$0.0415
40-44	\$0.0505
45-49	\$0.0875
50-54	\$0.1470
55-59	\$0.2160
60-64	\$0.3130
65-69	\$0.5840
70 +	\$1.0350

Bi-weekly rates are for enrollment illustration only.

Dependents Rates

If you elect Dependents Life insurance for your eligible spouse/domestic partner and/or child(ren), your bi-weekly premium rate for this coverage is one of the following:

- Option 1: \$1.43 per member per pay period, regardless of the number of eligible dependents covered.
- Option 2: \$2.63 per member per pay period, regardless of the number of eligible dependents covered.

Premiums for this coverage will be deducted directly from your paycheck.

Employee Coverage Effective Date

Please contact The Standard at (877) 474-4250 for more information regarding the following requirements that must be satisfied for your insurance to become effective. You must satisfy:

- Eligibility requirements listed on page 31 and agree to pay premiums
- An Evidence of Insurability (EOI) requirement, if the date you apply is more than 30 days after you become eligible, satisfactory evidence of insurability is required. In some cases, we may request additional medical information or a physical exam. Evidence of Insurability (EOI) is also required for requests for coverage increases, reinstatement of terminated coverage and for members eligible but not insured under prior life insurance plans. To submit a medical history statement online, visit: www.standard.com/mybenefits/mhs_ho.html.
- An active work requirement. This means that if you are not actively at work on the day before the scheduled effective date of insurance including Dependents Life insurance, your insurance will not become effective until the day after you complete one full day of active work as an eligible employee.

To calculate your premium:

1. Amount Elected: Write this amount on the Additional/Optional Life Requested Amount line on your Enrollment and Change Form.
2. Line 1 divided by \$1,000 = Line 2
3. Select your rate from the rate table and enter on Line 3.
4. Line 2 multiplied by Line 3 = Your bi-weekly cost.

Line 1: _____

Line 2: _____

Line 3: _____

Line 4: _____

The Standard Life Insurance Plan



Accelerated Benefits

Under the Accelerated Benefit provision, if you are a full-time employee regularly working at least 40 hours each week, may be eligible to receive up to 75 percent, or a maximum of \$500,000, of your Additional Life insurance coverage if you become terminally ill, have a life expectancy of less than 12 months and meet other eligibility requirements.

This benefit allows you to use the proceeds as you desire — whether to cover medical expenses or to maintain your quality of life. The amount of Additional Life insurance payable upon your death is reduced by the Accelerated Benefit paid and an interest charge. However, to help protect your beneficiaries, The Standard will pay at least 10 percent of the original Additional Life coverage amount at that time even if interest charges on the accelerated amount would have exhausted the remaining benefits over time.

Age Reductions

Under this plan, your insurance will not be reduced because of your age.

Suicide Exclusion

Contributory (employee paid) Life coverage includes an exclusion for death resulting from suicide or other intentionally self-inflicted injury. The amount payable will exclude amounts that have not been continuously in effect for at least two years on the date of death.

Portability

If your insurance ends because your employment terminates, you may be eligible to buy portable group insurance coverage. Please contact The Standard at (877) 474-4250 for additional information.

When Coverage Ends

Additional Life coverage ends automatically on the earliest of the following:

- The date the last period ends for which a premium was paid
- The date your employment terminates. Please contact The Standard at (877) 474-4250 for more information.
- The date the group policy terminates
- The date you cease to be a member (insurance may continue for limited periods under certain circumstances)

When Spouse/Domestic Partner and Child Coverage Ends

Any spouse/domestic partner and child coverage will automatically end on the earliest of the following:

- Five months after the date you die
- The date your Life insurance ends
- The date Dependents Life insurance terminates under the group policy
- The date the last period ends for which a premium was paid for your Dependents Life insurance
- When the dependent ceases to be an eligible dependent
- For your spouse, the date of your divorce. For your domestic partner the termination of your domestic partner relationship

Group Insurance Certificate

If you become insured, you will receive a group insurance certificate containing a detailed description of the insurance coverage. The information presented above is controlled by the group policy and does not modify it in any way. The controlling provisions are in the group policy issued by Standard Insurance Company.

Voluntary Accidental Death and Dismemberment (AD&D) Insurance



Would your family be financially prepared if you accidentally died or lost a limb? By sponsoring group Voluntary AD&D insurance from Standard Insurance Company, your employer offers you an excellent opportunity to help protect your family when they need it most. With Voluntary AD&D coverage, you or your beneficiaries, as applicable, may receive an AD&D insurance benefit in the event of death or dismemberment as a result of a covered accident.

Standard Insurance Company has developed this document to provide you with information about the optional coverage you may select through your employer. Written in non-technical language, this is not intended as a complete description of the coverage. If you have additional questions, please contact The Standard at (877) 474-4250.

Eligibility

To be eligible for this plan you must be an active employee of the City of Dallas and regularly working at least 20 hours each week. An eligible employee does not include a full-time member of the armed forces, a temporary, leased, or seasonal employee, or independent contractor.

Employee Coverage Amount

You may elect Voluntary AD&D coverage in increments of \$25,000 to a maximum of \$250,000. However, amounts above \$150,000 cannot exceed 10 times your annual earnings. The minimum amount you may elect is \$25,000.

If you elect coverage for yourself, you may also elect coverage for your dependents.

Coverage Amount for Dependents

You may elect Voluntary AD&D coverage for your spouse/domestic partner and dependent children. The coverage amount for each dependent is as follows:

- Spouse/domestic partner only; 60 percent of employee's Voluntary AD&D coverage amount.
- Children only; 20 percent of employee's Voluntary AD&D coverage amount, The amount of AD&D insurance for your child may not exceed \$50,000.
- Spouse/domestic partner and children; 50 percent of employee's Voluntary AD&D coverage amount for the spouse/ domestic partner and 15 percent of employee's Voluntary AD&D coverage amount for each child. The amount of AD&D insurance for your child may not exceed \$50,000.

Voluntary AD&D Insurance Bi-Weekly Rates	
Coverage	Cost per \$1,000 of Coverage
Employee Only	\$0.015
Employee and Dependents	\$0.0225 Regardless of the number of Dependents covered

Bi-weekly rates are for enrollment illustration only.

To calculate **Employee Only** Voluntary AD&D premium:

$$\frac{\text{Your Amount Elected}}{\div \$1,000} = \text{_____} \times \$0.015 = \text{_____}$$

Your bi-weekly cost

To calculate **Employee and Dependents** Voluntary AD&D premium:

$$\frac{\text{Your Amount Elected}}{\div \$1,000} = \text{_____} \times \$0.0225 = \text{_____}$$

Your bi-weekly cost

Premiums for your elected coverage will be deducted directly from your paycheck.

For additional information pertaining to bi-weekly premium calculation based on your age and amount elected, see page 37.

Voluntary Accidental Death and Dismemberment (AD&D) Insurance



Employee Coverage Effective Date – January 1, 2012

Please contact The Standard at (877) 474-4250 for more information regarding the following requirements that must be satisfied for your insurance to become effective. You must satisfy:

- Eligibility requirements
- An active work requirement. This means that if you are not actively at work on the day before the scheduled effective date of insurance, your insurance will not become effective until the day after you complete 1 day of active work as an eligible employee.

Age Reductions

Under this policy, insurance coverage reduces to 65 percent at age 70, 45 percent at age 75, 30 percent at age 80, and 15 percent at age 85. If you are age 70 or over, ask The Standard at (877) 474-4250 for the amount of coverage available.

Benefit Amount

The amount of this AD&D Insurance Benefit for other covered losses is a percentage of the amount payable for Additional AD&D insurance coverage on the date of the accident, as shown in the following table:

Type of Loss	Percentage Payable
Life ¹	100 percent
One hand or foot ²	50 percent
Sight in one eye	50 percent
Audible speech	50 percent
Hearing in both ears	50 percent
Two or more of the losses listed above	100 percent
Thumb and index finger of the same hand ³	25 percent
Quadriplegia ⁴	100 percent
Hemiplegia ⁴	50 percent
Paraplegia ⁴	75 percent
Uniplegia ⁴	25 percent
Coma	1 percent per month of the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 11 months.

These benefits are also available to your dependents. At no time will more than 100 percent of the available AD&D insurance benefit be paid for all losses resulting from one accident.

¹ This benefit includes loss of life due to exposure or disappearance. Disappearance must be caused directly by an accident that could have reasonably resulted in death and must occur independently of all other causes continuing for a period of 365 days after the date of the accident despite reasonable search efforts.

² This benefit is payable whether or not the hand or foot is surgically reattached.

³ This benefit is not payable if an AD&D insurance benefit is payable for the loss of the entire hand.

⁴ This benefit is not payable for loss of function of a hand or foot if an AD&D Insurance Benefit is payable for Quadriplegia, Hemiplegia, Paraplegia or Uniplegia involving that same hand or foot.

Voluntary Accidental Death and Dismemberment (AD&D) Insurance



AD&D Features

The following features are included in your Voluntary AD&D coverage. Please contact The Standard at (877) 474-4250 for a more complete description of these benefits.

- Air Bag Benefit—provides an additional benefit in the event of a covered automobile accident for which a Seat Belt Benefit is payable.
- Family Benefits Package—eligible family members may be entitled to receive additional financial help for child care, college or career training. Included are the Child Care Benefit, Higher Education Benefit and Career Adjustment Benefit.
- Paralysis Benefit—provides a portion of your AD&D benefit if you suffer an accident that results in quadriplegia, hemiplegia, or paraplegia.
- Public Transportation Benefit—provides an additional benefit in the event of death as a result of an accident that occurs while you are riding as a fare-paying passenger on public transportation.
- Seat Belt Benefit—provides an additional benefit in the event of a covered automobile accident.
- Adaptive Home and Vehicle Benefit—provides an additional benefit if you suffer a loss, other than loss of life and is a onetime benefit in which accommodations may be made to your principal residence or automobile

Limitations

The loss must occur solely by an accident and independently of all other causes, within 365 days after the accident. Loss of life must be evidenced by a certified copy of the death certificate. All other losses must be certified by a physician in the appropriate specialty as determined by us.

Exclusions

Subject to state variations, AD&D Insurance Benefits are not payable for death or dismemberment caused or contributed to by:

- War or act of war, declared or undeclared, whether civil or international, and any substantial armed conflict between organized forces of a military nature
- Suicide or other intentionally self-inflicted injury
- Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot
- Voluntary use or consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a physician
- Sickness or pregnancy existing at the time of the accident
- Heart attack or stroke
- Medical or surgical treatment for any of the above
- Boarding, leaving or being in or on any kind of aircraft, unless you are a fare paying passenger on a commercial aircraft

Voluntary Accidental Death and Dismemberment (AD&D) Insurance



When Coverage Ends

Voluntary AD&D insurance ends automatically on the earliest of the following:

The date you cease to be a member; however, insurance may continue for limited periods under certain circumstances, please contact The Standard at (877) 474-4250 for more information about when insurance may be continued.

The date employment terminates. Please contact The Standard at (877) 474-4250 for more information.

- The date the group policy terminates
- The date the last period ends for which premium was paid for your Voluntary AD&D insurance
- For any dependent, the date your AD&D insurance ends
- For your spouse, the date of your divorce. For your domestic partner, the termination of your domestic partner relationship
- For any dependent, the date the dependent ceases to be a dependent
- For a disabled child, 90 days after The Standard requests proof of disability and this is not received

About These Highlights

If you become insured, you will receive a group insurance certificate containing a detailed description of the insurance coverage. The controlling provisions are in the group policy issued by Standard Insurance Company. Neither the certificate nor the information presented in this document modifies the group policy or the insurance coverage in any way.

Employee Only Premium Per Pay Period

Below you will find the actual cost per Pay Period, based on your age and the benefit amount you elect.

Employee Only										
Age*	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000	\$175,000	\$200,000	\$225,000	\$250,000
< 70	\$0.38	\$0.75	\$1.13	\$1.50	\$1.88	\$2.25	\$2.63	\$3.00	\$3.38	\$3.75
70-74	\$0.25	\$0.49	\$0.73	\$0.98	\$1.22	\$1.47	\$1.71	\$1.95	\$2.20	\$2.44
75-79	\$0.17	\$0.34	\$0.51	\$0.68	\$0.85	\$1.02	\$1.18	\$1.35	\$1.52	\$1.69
80-84	\$0.12	\$0.23	\$0.34	\$0.45	\$0.57	\$0.68	\$0.79	\$0.90	\$1.02	\$1.13
85 +	\$0.06	\$0.12	\$0.17	\$0.23	\$0.28	\$0.34	\$0.40	\$0.45	\$0.51	\$0.57

* Coverage amounts for ages 70 and over reduced due to age reduction (see Age Reductions section).
Bi-weekly rates are for enrollment illustration only.

Employee and Dependents Premium Per Pay Period

Below you will find the actual cost per Pay Period, based on your age and the benefit amount you elect.

Employee/Family										
Age*	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000	\$175,000	\$200,000	\$225,000	\$250,000
< 70	\$0.57	\$1.13	\$1.69	\$2.25	\$2.82	\$3.38	\$3.94	\$4.50	\$5.07	\$5.63
70-74	\$0.37	\$0.73	\$1.10	\$1.47	\$1.83	\$2.20	\$2.56	\$2.93	\$3.29	\$3.66
75-79	\$0.26	\$0.51	\$0.76	\$1.02	\$1.27	\$1.52	\$1.77	\$2.03	\$2.28	\$2.53
80-84	\$0.17	\$0.34	\$0.51	\$0.68	\$0.85	\$1.02	\$1.18	\$1.35	\$1.52	\$1.69
85 +	\$0.09	\$0.17	\$0.26	\$0.34	\$0.42	\$0.51	\$0.59	\$0.68	\$0.76	\$0.85

* Coverage amounts for ages 70 and over reduced due to age reduction (see Age Reductions section).
Bi-weekly rates are for enrollment illustration only.

401(k)/457(b) Plans



401(k) or 457(b) Plan

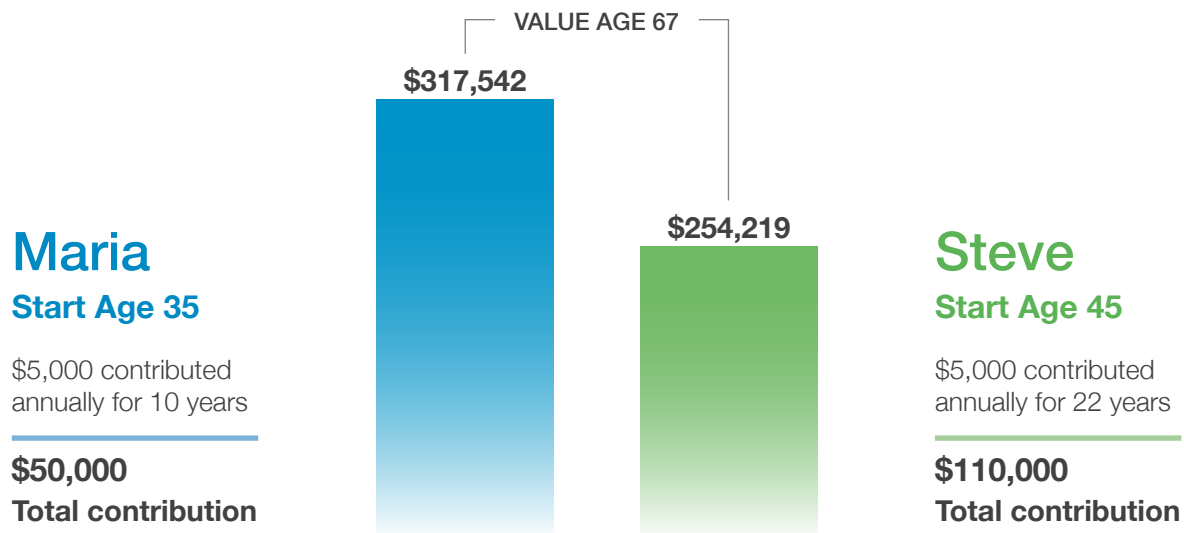
Invest in your future. Enroll in the City of Dallas 401(k) or 457(b) Plan today!

It's easy to enroll.

- All you have to do is decide how much you'd like to save
- Then, choose investments for your contributions

Need assistance?

For help, visit www.fidelity.com/atwork to log on to Fidelity NetBenefits® or call Fidelity at 800-343-0860



This hypothetical example is based on monthly contributions of \$416.66 for Steve and Maria, made at the beginning of the month to a tax-deferred workplace savings plan and a 7% annual rate of return compounded monthly. Your own plan account may earn more or less than this example, and income taxes will be due when you withdraw from your account. Investing in this manner does not ensure a profit or guarantee against loss in declining markets. 582769.3.0

Whether your retirement is many years away or just around the corner, schedule a one-on-one consultation to:

- Ask questions about saving for retirement and other goals
- Evaluate investment choices that might meet your needs
- Create an action plan to get and stay on track for retirement
- Review retirement income options

How do I make an appointment?

Your Fidelity Workplace Planning and Guidance Consultant can provide guidance for your retirement plan. Schedule your complimentary consultation today.

■ **Call:** (800) 642-7131

■ **Click:** Fidelity.com/atwork/reservations

Workplace Planning and Guidance Consultants (PGC)

Fidelity Workplace PGCs are the primary point of contact for participant guidance, on site, to help address workplace plan and comprehensive retirement planning needs in areas such as asset allocation, retirement planning, and saving for multiple goals.

**Keep in mind that investing involves risk.
The value of your investment will fluctuate over time and you may gain or lose money.**

Required Notices

The following are required notices regarding your rights under the City-sponsored health plans

The City of Dallas is required to provide this information to you

CITY OF DALLAS

Notice of Privacy Practices – City of Dallas Health Plans

Effective date: April 14, 2003 Revised: September 10, 2014

This notice describes how medical information about you may be used and disclosed and how you may obtain access to this information. This notice addresses the changes set forth in the Final HIPAA Omnibus Rule. Please review carefully.

OUR PRIVACY PRINCIPLES

We are required by law to maintain the privacy of your protected health information and to inform you about

- the Plan's practices regarding the use and disclosure of your protected health information
- your rights with respect to your protected health information
- the Plan's duties with respect to your protected health information
- your right to file a complaint about the use of your protected health information
- whom you may contact for additional information about the Plan's privacy practices and
- any breach of your unsecured PHI

This notice explains how we may use and disclose your health information to provide benefits to you and our promise to protect your health information. We understand the importance of maintaining the privacy of this information. We are guided by your rights to make inquiries about how we use or disclose your health information. This notice describes rights according to your under the Privacy Rule and our legal obligations regarding them. We shall abide by the terms of this notice for all health or medical information we retain.

In this notice the terms "we," "our," and "health plans" are used interchangeably to refer to the health plans listed below. The term "health plans" describes the medical plans offered by the City of Dallas and listed below. The term "health information" refers to the information about you or a secondary subscriber to your plan that is used or disclosed to the health plans concerning your physical or mental health or the medical services you received, or your health insurance benefits and payments. Health information includes all identifying information you provide to the health plans to enroll for coverage or health benefits.

This notice applies to the following City of Dallas Health Plans:

UnitedHealthcare 75/25 Health Reimbursement Account Plan
 UnitedHealthcare 70/30 Exclusive Provider Organization Plan (with \$3,000 deductible)
 Caremark Pharmacy Services plan
 UnitedHealthcare Flexible Spending Plans

If you have any questions regarding this notice, please contact the Privacy Officer:

Privacy Officer
 Call Compliance Hotline: (855) 345-4022
 Email: hipaacompliance@dallascityhall.com

HOW YOUR PROTECTED HEALTH INFORMATION MAY BE USED OR DISCLOSED

We may access your health information at various times depending on the action required to be completed to your account to maintain your health benefits. We may also document your conversations with the Benefits Division. Employees and business associates will have access to view your health information to perform certain activities for the health plans. They will be given access to your information to help you with your inquiries related to your plan. They may also access your information to perform business or administrative functions for the health plans. At all times, we take steps to ensure that no use or disclosure is inconsistent with the Privacy Rule. Your health records pertaining to your mental health (e.g. psychotherapy notes), substance or drug abuse, and alcohol abuse histories and information relating to HIV test results are subject to stricter disclosure rules under Texas law. We require your written authorization or that of your authorized representative to release this information when requested.

Required Notices (Continued)

The City has certified that your health information will not be used for any employment-related actions or decisions or activities that deviate from managing the health plans. Violations of these rules are subject to disciplinary action. Below, we describe the different ways we may use and disclose your health information and provide examples for the different disclosures.

Treatment

By itself, the health plans do not provide treatment services (but your health care provider or physician does). We (or the third-party plan administrator) may confirm your health benefits to a health care provider. For example, if your physician wishes to determine whether the plan covers a prospective treatment or medication, they may contact the health plan (or its third-party administrator) for this information.

We may also share your personal information (name, DOB, social security, address or other identifying information) with UnitedHealthcare, or Caremark Pharmacy Services, or other business associates who update the information we have on file for you in the health plans database(s). For example, a business associate may have access to the health plans' database(s) to add new or additional subscribers to your plan, to make changes to your benefits elections, or to update your profile information – in an effort to provide the most up-to-date information to facilitate the treatment activities of your health care provider.

To Pay Your Health Insurance Premiums or Benefits

The health plans may use and disclose your health information to obtain premiums for the health insurance, to pay for the health care services you receive (claims paid by third-party administrator), to subrogate a claim. For example, we may need to provide your health information to a different insurance company to obtain reimbursement for health care benefits provided under the health plans to you or a secondary subscriber. The health plans may also provide your health information to business associates (e.g. billing companies, claims processing companies) that engage in health care claims processing.

Plan Operations

We may use and disclose your protected health information for our health care operations activities. This interaction is needed to run the plans more efficiently and provide effective coverage. Health care operation activities could include: administering and reviewing the health plans, underwriting health plan benefits, determining coverage policies, performing business planning, arranging for legal and auditing services, customer service related training activities, or determining plan eligibility criteria, etc. Your information may be shared with business associates that perform a service for the health plans. Note, however, the health plans will never use genetic PHI for underwriting purposes.

The health plans will only disclose the minimum information necessary with respect to the amount of health information used or disclosed for these purposes. In other words, only information relating to the task being performed will be used or disclosed. Information not required for the task will not be used or disclosed.

The health plans may also contact you to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you.

To Business Associates

We may share your health information with third-party business associates who perform certain business activities for the health plans. Examples include consultants, billing or claims processing companies, interpreters, and auditors. Business associates are required through contract with us and by law to appropriately safeguard your PHI.

The health plans are also allowed to use or disclose your health information without your written authorization as required by law.

Disposal of Protected Health Information

Once we no longer need your protected health information we will either destroy it, return it, or if neither is feasible, we will store it securely and prohibit further uses and disclosures except to the extent use or disclosure is unavoidable.

Other Uses and Disclosures Requiring Your Authorization

We are prohibited from using or disclosing your health information if the use or disclosure is not covered by a situation above. We will ask for your written authorization for other uses or disclosures. If you give us your written authorization to use or disclose your protected health information, you may revoke that permission, in writing, at any time, but not for any actions we have already taken. If you revoke your permission, you must be specific about which entity's permission is being revoked.

RIGHTS YOU HAVE REGARDING YOUR HEALTH INFORMATION

Right to Inspect and Copy

You have the right to inspect and copy your health information that the Health Plan maintains for enrollment, payment, claims determination, or case or medical management activities, or that the Plan uses to make enrollment, coverage or payment decisions (the "designated record set"). However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings.

The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage. You must submit your request in writing to the Benefits Division. You may be charged a fee for the related costs, such as copying and mailing. If your request to inspect or copy your health information has been denied, you will be notified in writing of your rights of appeal at that time.

Required Notices (Continued)

Right to access electronic records

You may request access to your electronic health records (usually compiled by health care providers) or electronic copies of your PHI held in a designated record set, or you may request in writing or electronically that another person receive an electronic copy of these records. The electronic PHI will be provided in a mutually agreed-upon format, and you may be charged for the cost of any electronic media (such as a USB flash drive) used to provide a copy of the electronic PHI.

Right to Amend

If you feel that protected health information held in the Health Plan's official file is incorrect or incomplete, you must submit a written request that the information be amended; you must support the basis for your request. We are not required to grant your request if we do not maintain or did not create the information, or if it is correct. We must respond to your request within 60 days, unless a written notice of a 30-day extension is provided.

Right to an Accounting of Disclosures

You may seek an accounting of certain disclosures by requesting a list of the times we have shared your health information. Your request must be in writing. Your request should indicate in what form you want the list (for example, paper or electronically). The first list you request within a 12-month period will be free. For additional lists, you may be charged for the costs of providing the list. You will receive a response no later than 60 days from when we receive your request, unless a written notice of a 30-day extension is provided.

Right to Request Restrictions

You may request that we limit the way we use or share your health information. You should submit your request in writing. We will consider your request and respond accordingly. We are not required to agree to the request.

Right to Request Confidential Communications

You may request that we contact you in a certain way or at a certain location, for example, you can ask that we only contact you at work or by mail. Your request must specify how or where you wish to be contacted. Due to procedural or system limitations, in some instances, it may not be reasonable to send confidential communications to multiple addresses for persons who reside in the same household or derive coverage through the same individual participant. However, the health plans must accommodate your reasonable request to receive communication of PHI by alternative means or at alternative locations, if you clearly state that the disclosure of all or part of the information through normal processes could endanger you in some way. The Privacy Officer will monitor and manage this process according to protections afforded under applicable law.

Right to Receive Notice of A Breach

You may receive a notice from us regarding the breach of your unsecured health information if you are affected. We will inform you of the action we will take and how you can protect yourself from potential harm.

Receive a Copy of This Notice

You may ask for a paper copy of this notice by calling the Benefits Division at (855) 656-9114. You may also view this notice at the health plans website at www.cityofdallasbenefits.org.

Changes To This Notice

We reserve the right to change this notice and will distribute as required. We reserve the right to make the revised notice effective for health information we already have about you as well as any information we receive in the future. We will post the revised copy on the health plans' websites and distribute information about the update as required by the regulations.

Complaints and Questions

If you have questions regarding your privacy rights, please call the City of Dallas Privacy Officer at (214) 670-7953. If you believe your privacy rights have been violated, you may file a complaint by contacting the City of Dallas Privacy Officer at (214) 670-7953, by calling the Confidential Hotline at (855)-345-4022, by email at hipaacompliance@dallascityhall.com or with the Department of Health and Human Services. You will not be penalized for filing a complaint.

Human Resources Department	ATTN: Benefits Service Center 1500 Marilla Street, Room 1D South Dallas, TX 75201-6390 Phone: (855) 656-9114 Fax: (214) 659-7098
Health Plan Representatives	United Healthcare (UHC) EPO Plans (75/25/HRA & 70/30) Phone: (800) 736-1364 Caremark (CVS) - Prescription Services Phone: (855) 465-0023

Required Notices (Continued)

COBRA

What is COBRA?

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most employers with group health benefit plans to offer employees the opportunity to continue temporarily their group health care coverage under their employer's plan if their coverage otherwise would cease due to termination, layoff or other change in employment status (referred to as "qualifying events").

How long must COBRA continuation coverage be available?

- Up to 18 months for termination or reduction of hours
- Up to 29 months to employees who are determined to have been disabled at any time during the first 60 days of COBRA coverage and to the disabled employee's nondisabled beneficiaries
- Up to 36 months for spouses and dependents due to an employee's death, divorce or legal separation

What plans are subject to COBRA?

Group health, vision, dental and health care spending account (EMSP) plans are subject to COBRA.

What specific events can be qualifying events?

- Death of employee
- Voluntary or involuntary termination of employment (other than by reason of gross misconduct)
- Retirement
- Reduction in hours
- Divorce or legal separation
- Dependent child ceasing to be a dependent

How much does COBRA cost for City sponsored plans?

COBRA 70/30/\$3,000 EPO (100% Employee Contribution. Includes 2% admin)	
Coverage Level	Monthly Rates
Employee Only	\$348
Employee + Spouse	\$754
Employee + Child(ren)	\$651
Employee + Family	\$984

COBRA 75/25/HRA EPO (100% Employee Contribution. Includes 2% admin)	
Coverage Level	Monthly Rates
Employee Only	\$506
Employee + Spouse	\$1,009
Employee + Child(ren)	\$925
Employee + Family	\$1,309

COBRA Monthly Vision Plan Rates		
Coverage Level	Standard Plan	Buy-up Plan
Employee Only	\$4.89	\$5.88
Employee + Spouse	\$8.93	\$10.73
Employee + Child(ren)	\$9.37	\$11.26
Employee + Family	\$14.42	\$17.35

COBRA Monthly Dental Plan Rates			
Coverage Level	Dental PPO	Dental HMO	Dental EPO
Employee Only	\$24.61	\$7.92	\$18.38
Employee + Spouse	\$49.24	\$14.58	\$33.81
Employee + Child(ren)	\$50.21	\$14.65	\$33.99
Employee + Family	\$74.86	\$20.60	\$47.80

How do I enroll in COBRA?

You are required to notify the COBRA call center within 60 days of a qualifying event. The COBRA call center can be reached at (866) 747-0048. If you desire to extend your COBRA coverage through a disability extension, you must notify the plan of the disability. Once coverage is elected, payment must be made within 45 days from the date that the enrollment was received. Eligibility will not be updated until payment is made. COBRA participants can review and make changes to plan elections during the annual open enrollment period.

Required Notices (Continued)

WOMEN'S HEALTH CANCER RIGHTS ACT (WHCRA) ENROLLMENT NOTICE

If you have had or plan to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed
- Surgery and reconstruction of the other breast to produce a symmetrical appearance
- Prosthesis and
- Treatment of physical complications of the mastectomy, including lymphedema

The benefits provided are subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like additional information on WHCRA benefits, call your plan administrator at (800) 736-1364.

CONTINUATION OF HEALTH COVERAGE DURING FAMILY AND MEDICAL LEAVE (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) requires employers to provide up to a total of 12 weeks of unpaid, job-protected leave during any 12-month period to eligible employees for certain family and medical reasons. This provision is intended to comply with the laws and any pertinent regulations, and its interpretation is governed by them. See the City of Dallas Personnel Rules to find out how this continuation applies to you.

For the duration of FMLA leave, the employer must maintain the employee's health coverage. The employee may continue the plan benefits for himself or herself and his or her dependents on the same terms as if they employee had continued to work. The employee must pay the same contributions toward the cost of the coverage that he or she made while working. If the employee fails to make the payments on a timely basis, the employer, after giving the employee written notice, can end the coverage during the leave if payment is more than 30 days late. Upon return from a FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. The use of a FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

NEWBORNS' ACT DISCLOSURE

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider—after consulting with the mother—from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not—under Federal law—require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

IMPORTANT NOTICE ABOUT YOUR PRESCRIPTION DRUG COVERAGE & MEDICARE

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the City of Dallas and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. The City of Dallas has determined that the prescription drug coverage offered by United MedicareRx offered by United Healthcare is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th. However, if you lose your current creditable prescription drug coverage—through no fault of your own—you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

Required Notices (Continued)

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you are enrolled in the City's Active employee or Pre-65 retiree EPO health plan; that coverage pays for medical expenses in addition to prescription drug expenses which are included the plan's design. As a retiree, if you decide to join a non-City of Dallas sponsored Medicare drug plan, your current City of Dallas coverage will be affected as you cannot be enrolled in two plans. If you decide to join a Medicare drug plan as a retiree that is not sponsored by the City of Dallas and drop your current City of Dallas coverage, be aware that you and your dependents will not be able to get this coverage back. See pages seven through nine of the CMS Disclosure of Creditable Coverage To Medicare Part D Eligible Individuals Guidance (available at <http://www.cms.hhs.gov/CreditableCoverage/>), which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with the City of Dallas and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage.

For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage

Please contact the Benefits Service Center at (855) 656-9114 or send written correspondence to the address listed at the end of this notice.

NOTE: This notice will be provided in each annual enrollment guide and if this coverage through the City of Dallas changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage, visit www.medicare.gov. Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help. Call 800-MEDICARE (800-633-4227). TTY users should call (877) 486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at (800) 772-1213 (TTY: (800) 325-0778).

Remember: If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty). To receive a copy of this notice, please use the contact information listed below.

City of Dallas
Benefits Service Center
1500 Marilla Street, 1D-South,
Dallas, TX 75201
Phone: (855) 656-9114

Required Notices (Continued)

SPECIAL ENROLLMENT NOTICE

If you decline enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for your other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption or place for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days following the marriage, birth, adoption or placement for adoption.

To request special enrollment or obtain more information, contact the Benefits Service Center at (855) 656-9114.

WELLNESS PROGRAM DISCLOSURE

If it is unreasonably difficult for you to achieve the standards for a reward under the wellness program due to a medical condition, or if it is medically inadvisable for you to attempt to achieve the standards for the reward under this program, call the Benefits Service Center at (855) 656-9114, and we will work with you to develop another way to qualify for the reward.

PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS-NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call (866) 444-EBSA (3272).

Texas Residents

Website: <http://www.gethipptexas.com>

Phone: (800) 440-0493.

To see if any other states have added a premium assistance program since July 31, 2014, or for more information on special enrollment rights, contact either:

U. S. Department of Labor

Employee Benefits Security Administration

Website: www.dol.gov/ebsa

Phone: (866) 444-EBSA (3272)

OMB Control Number 1210-0137 (expires 10-31-2016)

U. S. Department of Health and Human Services

Centers for Medicare and Medicaid Services

Website: www.cms.hhs.gov

Phone: (877) 267-2323, Ext. 61565

Voluntary Benefits

Universal Life

**Hospital Confinement Indemnity
Accident
Cancer Care
Critical Illness**

**Short Term Disability
Long Term Disability**

**Identity Theft & Legal Services
Telemedicine**

**The City of Dallas does not
sponsor the voluntary benefits
disclosed on the following pages**

Universal Life Insurance



Allstate[®]
BENEFITS

Universal Life Insurance

Losing a loved one can be devastating. Final expenses and daily bills shouldn't add to the stress. With Universal Life Insurance from Allstate Benefits, you can get the coverage you need today to help protect your loved ones during one of life's most difficult times.



Life insurance is the #1 asset used for bills when a wage earner dies.†

Coverage Highlights

Our coverage pays a cash benefit that can be used as your beneficiary sees fit. It can help cover funeral expenses, medical expenses, debts and more. It can also help provide financial security during life-changing events that occur as you age and your needs change. Fund value accumulation allows for loans and withdrawals when needed.

This coverage may be right for you if...

You're the primary wage earner

You have regular debts, like mortgage, car payment, credit cards

How it works

Premium payments are deducted from your paycheck and added to the fund value which earns at least 4% interest annually. Each month, expenses and cost of insurance charges are deducted from the fund value and any excess in the fund continues to earn interest. Interest is not taxed as income until it is withdrawn.*

Advantages

- Up to \$150,000 guaranteed issue**
- Affordable premiums
- Tax benefits*
- Withdrawals and loans*

Included with your Universal Life

- **Accelerated Death Benefit for Long-Term Care** – Pays an advance of the death benefit as a monthly benefit for qualified long-term care services after a 90-day elimination period
- **Accelerated Death Benefit for Terminal Illness or Condition** – Provides an advance of the death benefit
- **Total Disability Premium Waiver** – Pays the planned premium when the insured employee is totally disabled for at least six months

Optional coverage***

- **Spouse Universal Life Coverage** – Available with employee coverage
- **Children or Grandchildren Coverage** – Available with employee coverage

Life coverage helps offer peace of mind during life's changing events.

Are you in Good Hands®? You can be.

† Insure your Love: Facts from LIMRA 2013

* Partial withdrawals, surrenders, non-qualified additional benefit rider charges and loans from life insurance policies may be subject to ordinary income taxes and possibly an additional 10% federal tax penalty. Outstanding loan balances and withdrawals generally reduce the death benefit and cash value. With proper planning, the death benefit can pass to your beneficiaries free from state or federal estate taxes. Please consult with your tax advisor for specific information.

**You may be required to answer health questions at enrollment. Coverage may be available with reduced underwriting through your employer during your initial enrollment period. If you enroll after your initial enrollment period, answers to health questions are required.

***Coverage for spouse and child(ren) is limited to the insured's face amount.

The coverage and riders have exclusions and limitations. For details of the insurance, including exclusions, restrictions and other provisions, please contact your Allstate Benefits representative. Allstate Benefits is the marketing name used by American Heritage life Insurance Company (Home Office, Jacksonville, FL), a subsidiary of The Allstate Corporation. Underwritten by American Heritage Life Insurance Company. ©2014 Allstate Insurance Company.

Hospital Confinement Indemnity Accident Cancer Care Critical Illness

Underwritten by:

American Family Life Assurance Company of Columbus
Worldwide Headquarters | 1932 Wynnton Road | Columbus, Georgia 31999



Aflac Supplemental Insurance Policies



Why Aflac?

- Most claims processed in about 4 business days*
- Cash benefits paid directly to you, unless otherwise assigned
- Benefits paid regardless of any other insurance you may have
- No deductibles or copayments
- Freedom to choose any provider
- Policy is portable. (with certain stipulations)

Hospital Confinement Indemnity Series A49000 (TX only)

No matter how good your major medical insurance is, when you're hospitalized for an injury or illness there will probably be medical expenses and out-of-pocket costs that aren't covered. A hospital confinement indemnity insurance policy from Aflac provides cash benefits to use as you see fit. The benefits are predetermined and paid regardless of any other insurance you have, and you have a choice of applying for basic to extensive hospitalization insurance. Whether you want a plan that provides hospitalization benefits only, or one that also addresses diagnostic procedures and ambulance transportation, Aflac can help.

Benefits

- Hospital confinement
- Hospital emergency room
- Physician visits (Option 2 only)

View video to learn more: aflac.com/videos/hospital

Hospital Confinement Indemnity (Ages 18-75) Bi-Weekly Rates		
Coverage Type	Option One	Option Two
Individual	\$9.56	\$13.39
Insured/Spouse	\$13.52	\$21.65
One-Parent Family	\$12.74	\$20.02
Two-Parent Family	\$15.21	\$24.57

Important Fact

The average hospital adjusted expenses, per inpatient day in 2010 were

\$1,910**

* YE 2013, Aflac Company Statistics.

** AHA Annual Surveys. Copyright 2011 by Health Forum LLC, an affiliate of the American Hospital Association.



Accident Series A35000 (TX only)

After an accident, you may have expenses you've never considered. Can your finances handle them? In addition, your regular bills, such as the mortgage or rent, car payments and utility bills don't stop when you're recuperating from an accident. It's reassuring to know that an accident insurance policy from Aflac can be there for you through the many stages of care, from the initial emergency treatment or hospitalization, to follow-up treatments or physical therapy.

Benefits

- Wellness
- Hospital confinement
- Follow-up treatment
- Emergency treatment
- Physical therapy

View video to learn more: aflac.com/videos/accident

Accident (Ages 18-70)	
Coverage Type	Bi-Weekly Rates
Individual	\$13.26
Insured/Spouse	\$17.68
One-Parent Family	\$19.96
Two-Parent Family	\$25.16

Important Fact

Every hour about

4,440

medically consulted injuries occur.*

* Injury Facts, 2011 Edition, National Safety Council.

Cancer Care Series A78000 (TX only)

Chances are you know someone who's been affected, directly or indirectly, by cancer. You also know the toll it's taken on them — physically, emotionally, and financially. Aflac's Cancer Care insurance policies pay cash benefits upon initial diagnosis of a covered cancer, with a variety of other benefits payable throughout cancer treatment. You can use these cash benefits to help pay out-of-pocket medical expenses, the rent or mortgage, groceries, or utility bills — the choice is yours.

Benefits

- Cancer wellness
- Hospital confinement
- Radiation therapy
- Surgical/anesthesia
- Injected and oral chemotherapy
- Skin cancer surgery

View video to learn more: aflac.com/videos/cancer.

Cancer Care (Ages 18-75)	
Coverage Type	Bi-Weekly Rates
Individual	\$15.86
Insured/Spouse	\$26.98
One-Parent Family	\$15.86
Two-Parent Family	\$26.98

Important Fact

About

1,638,910

new cancer cases were expected to be diagnosed in 2012.**

** Cancer Facts and Figures, 2012, American Cancer Society, p.1

Lump Sum Critical Illness

Series A73000 (TX only)



With heart attacks affecting more than 900,000 people each year and strokes affecting about 795,000 people each year,* Aflac's Lump Sum Critical Illness insurance policy can help with the treatment costs of these illnesses and health events. More importantly, the policy helps you focus on recuperation instead of the distraction and stress over the costs of medical and personal bills.

Why Aflac Lump Sum Critical Illness may be the right choice for you:

- We now offer the option of guaranteed-issue** lump sum critical illness coverage. That means no medical questionnaire is required.
- A lump sum benefit is paid directly to you upon diagnosis of having had a critical illness event.
- Your dependent children are covered at no additional cost.
- Benefits include a Subsequent Critical Illness Event Benefit with no lifetime maximum if you have a recurrence or another critical illness later in life.
- There are no deductibles, copayments, or network restrictions—you choose your own medical treatment provider.
- HSA compatible option available.

Critical illness events covered by the Lump Sum Critical Illness policy include:

- Coma
- End-Stage Renal Failure
- Heart Attack
- Major Human Organ Transplant***
- Paralysis
- Stroke

Important Fact

About every

40 seconds

someone in the United States has a stroke.*

Lump Sum Critical Illness (Ages 18-70) Bi-Weekly Rates		
Individual / One-Parent Family		
Ages	Tobacco	Non-Tobacco
18-24	\$2.86	\$2.21
25-29	\$3.58	\$2.47
30-34	\$4.94	\$3.25
35-39	\$6.76	\$4.42
40-44	\$8.78	\$5.72
45-49	\$10.73	\$6.96
50-54	\$12.55	\$8.13
55-59	\$14.17	\$9.23
60-70	\$16.58	\$10.86

Lump Sum Critical Illness (Ages 18-70) Bi-Weekly Rates		
Individual + Spouse / Two-Parent Family		
Ages	Tobacco	Non-Tobacco
18-24	\$4.94	\$3.58
25-29	\$5.98	\$4.03
30-34	\$8.06	\$5.27
35-39	\$10.73	\$6.96
40-44	\$13.52	\$8.71
45-49	\$16.51	\$10.60
50-54	\$19.89	\$12.74
55-59	\$23.21	\$14.95
60-70	\$28.34	\$18.40

Individual coverage is underwritten by American Family Life Assurance Company of Columbus.

This is a brief product overview only. The policy has limitations and exclusions that may affect benefits payable. Refer to the policy for complete details, limitations, and exclusions. For costs and complete details of the coverage, please contact your local Aflac agent. The rates shown are the current rates and are subject to change.

* Heart Disease and Stroke Statistics, 2012 Update, American Heart Association.

** Subject to eligibility requirements.

***Not covered on HSA compatible plan.

Short Term Disability & Long Term Disability



Short Term Disability



What is Short Term Disability Insurance?

Short Term Disability is an income replacement plan that pays a percentage of your income if you become temporarily disabled, meaning that you are not able to work for a short period of time due to sickness or injury (excluding on-the-job injuries, which are covered by workers compensation insurance). Your short-term disability insurance policy provides you up to 60 percent of your pre-disability income for up to six months. Payments from disability insurance can be used for anything you need, like mortgage payments, groceries, car payments or college tuition. Whatever your expenses, disability insurance payments can help keep your life on track, even when your health isn't.

Did you know?

- You are 72% more likely to become disabled before age 65 than to die.
- 52% of all mortgage foreclosures are due to a disability.
- In the U.S., over two thirds of disabling injuries suffered by workers occur off the job.

Ask yourself these questions.

- Do I need my paycheck to make my house payment, car payment, utilities or even my insurance payments?
- Do others depend on my paycheck? Without my paycheck, would my standard of living decrease?
- Would I fall behind on my credit card payments without a paycheck?

Why choose the ABACUS SERIES STD underwritten through Kansas City Life Insurance?

- **Guaranteed Issue up to \$700/week** - at group's initial or annual enrollment or as a newly hired employee.
- **Simplified Issue from \$750 to \$1,400 per week** - accept or reject application, based on answers to health questions.
- **Benefits Begin** - after a waiting period of 7 or 14 days (you choose) from the time you become disabled.
- **Partial Disability Benefit** - pays up to 50% of the weekly benefit for up to 13 weeks.
- **Pre-existing Condition Limitation** - 6/12 waiting period.
- **Pre-existing Condition Benefit** - pays 25% of benefit for up to 4 weeks.
- **Replacement Coverage** - available up to policy limits if replacing existing coverage.
- **Waiver of Premium** - while receiving Short-Term Disability benefits.
- **Claims Filed Telephonically** - Claimant calls a dedicated toll free number to initiate their claim: (866) 590-7448.
- **Claim Payment** - paid on a weekly basis on all eligible claims.
- **Claim Amounts** - pays in addition to all other sources of income the first 10 days, then pays benefits up to a maximum of 100% of gross income.
- **Pregnancy Claims** - covered the same as any other illness.
- **Non-Occupational Coverage** - off the job only.
- **Rates** - Issue Age for initial policy and benefit amount increases.

You're in control. It's your income. Protect it.

For more information, contact the Benefits Service Center.

Short Term Disability



BENEFITS BEGIN - After a waiting period of 7 or 14 days (you choose) from the time you become disabled.

BENEFITS PERIOD - Pays up to 26 weeks for an eligible accident or sickness.

BENEFITS AMOUNT - Employees can choose from \$75 to \$1,400 per week. Not to exceed 60% of income.

Bi-Weekly Rates									
If you make at least: (BI-WEEKLY)	You may elect up to: (WEEKLY)	Age 18-39		40-49		50-59		60+	
		7-7	14 - 14	7-7	14 - 14	7-7	14 - 14	7-7	14 - 14
GUARANTEED ISSUE									
\$362	\$100	\$6.98	\$5.38	\$8.79	\$6.87	\$9.99	\$7.97	\$11.90	\$9.47
\$452	\$125	\$8.73	\$6.73	\$10.98	\$8.59	\$12.48	\$9.96	\$14.88	\$11.83
\$542	\$150	\$10.47	\$8.07	\$13.18	\$10.31	\$14.98	\$11.95	\$17.85	\$14.20
\$632	\$175	\$12.22	\$9.42	\$15.37	\$12.02	\$17.47	\$13.94	\$20.83	\$16.56
\$723	\$200	\$13.96	\$10.76	\$17.57	\$13.74	\$19.97	\$15.93	\$23.80	\$18.93
\$813	\$225	\$15.71	\$12.11	\$19.77	\$15.46	\$22.47	\$17.92	\$26.78	\$21.30
\$903	\$250	\$17.45	\$13.45	\$21.96	\$17.18	\$24.96	\$19.91	\$29.75	\$23.66
\$994	\$275	\$19.20	\$14.80	\$24.16	\$18.89	\$27.46	\$21.90	\$32.73	\$26.03
\$1,084	\$300	\$20.94	\$16.14	\$26.36	\$20.61	\$29.96	\$23.90	\$35.70	\$28.40
\$1,174	\$325	\$22.69	\$17.49	\$28.55	\$22.33	\$32.45	\$25.89	\$38.68	\$30.76
\$1,264	\$350	\$24.43	\$18.83	\$30.75	\$24.05	\$34.95	\$27.88	\$41.65	\$33.13
\$1,355	\$375	\$26.18	\$20.18	\$32.94	\$25.76	\$37.44	\$29.87	\$44.63	\$35.49
\$1,445	\$400	\$27.92	\$21.52	\$35.14	\$27.48	\$39.94	\$31.86	\$47.60	\$37.86
\$1,535	\$425	\$29.67	\$22.87	\$37.34	\$29.20	\$42.44	\$33.85	\$50.58	\$40.23
\$1,626	\$450	\$31.41	\$24.21	\$39.53	\$30.92	\$44.93	\$35.84	\$53.55	\$42.59
\$1,806	\$500	\$34.90	\$26.90	\$43.93	\$34.35	\$49.93	\$39.83	\$59.50	\$47.33
\$1,987	\$550	\$38.39	\$29.59	\$48.32	\$37.79	\$54.92	\$43.81	\$65.45	\$52.06
\$2,167	\$600	\$41.88	\$32.28	\$52.71	\$41.22	\$59.91	\$47.79	\$71.40	\$56.79
\$2,348	\$650	\$45.37	\$34.97	\$57.10	\$44.66	\$64.90	\$51.77	\$77.35	\$61.52
\$2,528	\$700	\$48.86	\$37.66	\$61.50	\$48.09	\$69.90	\$55.76	\$83.30	\$66.26
SIMPLIFIED ISSUE									
\$2,709	\$750	\$52.35	\$40.35	\$65.89	\$51.53	\$74.89	\$59.74	\$89.25	\$70.99
\$2,889	\$800	\$55.84	\$43.04	\$70.28	\$54.96	\$79.88	\$63.72	\$95.20	\$75.72
\$3,070	\$850	\$59.33	\$45.73	\$74.67	\$58.40	\$84.87	\$67.70	\$101.15	\$80.45
\$3,250	\$900	\$62.82	\$48.42	\$79.07	\$61.68	\$89.87	\$71.69	\$107.10	\$85.19
\$3,431	\$950	\$66.31	\$51.11	\$83.46	\$65.27	\$94.86	\$75.67	\$113.05	\$89.92
\$3,612	\$1,000	\$69.80	\$53.80	\$87.85	\$68.70	\$99.85	\$79.65	\$119.00	\$94.65
\$3,792	\$1,050	\$73.29	\$56.49	\$92.24	\$72.14	\$104.84	\$83.63	\$124.95	\$99.38
\$3,973	\$1,100	\$76.78	\$59.18	\$96.64	\$75.57	\$109.84	\$87.62	\$130.90	\$104.12
\$4,153	\$1,150	\$80.27	\$61.88	\$101.03	\$79.01	\$114.83	\$91.60	\$136.85	\$108.85
\$4,334	\$1,200	\$83.76	\$64.56	\$105.42	\$82.44	\$119.82	\$95.58	\$142.80	\$113.58
\$4,514	\$1,250	\$87.25	\$67.25	\$109.81	\$85.88	\$124.81	\$99.56	\$148.75	\$118.31
\$4,695	\$1,300	\$90.74	\$69.94	\$114.21	\$89.31	\$129.81	\$103.55	\$154.70	\$123.05
\$4,875	\$1,350	\$94.23	\$72.63	\$118.60	\$92.75	\$134.80	\$107.53	\$160.65	\$127.78
\$5,056	\$1,400	\$97.72	\$75.32	\$122.99	\$96.18	\$139.79	\$111.51	\$166.60	\$132.51

REMEMBER, for less than a hour of pay per week, You can protect your income!

The information provided here is only a summary of the Short Term Disability plan. Refer to your certificate/policy for complete details and limitations of coverage.

Long Term Disability



What is Long Term Disability Insurance?

After a 180 day waiting period, long-term disability insurance pays a percentage of your income (up to 60 percent) if you become temporarily disabled on or off the job. The benefits last until you can return to work or for up to two years. Payments from disability insurance can be used for anything you need, like mortgage payments, groceries, car payments or college tuition. Whatever your expenses, disability insurance payments can help keep your life on track, even when your health isn't.

Did you know?

- **Twenty percent of Americans meet the definition of disabled, but only 23% of those disabled people actually qualify for SSDI benefits.**
- **Over one in four of today's 20 year-olds are likely to become disabled before reaching retirement.**
- **A 30 year-old man has a one in five chance of suffering a long-term disability before his planned retirement. A 30 year-old woman has a one in three chance of suffering a long-term disability before her planned retirement.**
- **More people lose their homes through disability than through fire or death.**

Ask yourself these questions.

- **Can I afford the consequences of not having Long Term Disability Insurance?**
- **To qualify for Social Security Disability Insurance, you must prove you are unable to work in any capacity for at least a year or be terminally ill. What happens if I do not meet these qualifications?**
- **Do I have enough cash in my savings account to make the house payment, car payment, utilities or even pay my medical expenses?**
- **How will my standard of living be affected without my paycheck?**

Why choose the ABACUS SERIES LTD underwritten through Kansas City Life Insurance?

- **Guarantee Issue up to \$3,000/month** - at group's initial or annual enrollment or as newly hired employee.
- **Simplified Issue from \$3,100/month to \$6,000/month** - accept or reject application, based on answers to health questions.
- **Benefits Begin** - after a waiting period of 180 days from the time you become disabled.
- **Partial Disability Benefit** - pays 50% of the monthly benefit for up to 12 months.
- **Pre-existing Condition Limitation** - 6/12 waiting period.
- **Waiver of Premium** - after **180 days** or when purchased STD plan is waived.
- **Claims** - Seamless claims filing from KCL STD to KCL LTD Benefits.
- **Claims Filed Telephonically** - Claimant dedicated toll free number to initiate their claim: (866) 590-7448
- **Claims Payment** - paid on a monthly basis on all eligible claims.
- **Claim Amount** - integrates with other sources of income.
- **Coverage** - 24 Hour.
- **Own Occupation** - 2 Year.
- **Rates** - Issue Age for initial policy and benefit amount increases.

You're in control. It's your income. Protect it.

For more information, contact the Benefits Service Center.

Long Term Disability



BENEFITS BEGIN - After a waiting period of 180 days from the time you become disabled.

BENEFITS PERIOD - Pays up to 2 years for an eligible accident or sickness.

BENEFITS AMOUNT - Employees can choose from \$300 to \$6,000 per month. Not to exceed 60% of income.

Bi-Weekly Rates					
If you make at least: (BI-WEEKLY)	You may elect up to: (MONTHLY)	Age 18-39	40-49	50-59	60+
GUARANTEED ISSUE					
\$250	\$300	\$0.63	\$1.64	\$3.35	\$7.79
\$334	\$400	\$0.84	\$2.18	\$4.46	\$10.38
\$417	\$500	\$1.05	\$2.73	\$5.58	\$12.98
\$500	\$600	\$1.26	\$3.27	\$6.69	\$15.57
\$584	\$700	\$1.47	\$3.82	\$7.81	\$18.17
\$667	\$800	\$1.68	\$4.36	\$8.92	\$20.76
\$750	\$900	\$1.89	\$4.91	\$10.04	\$23.36
\$834	\$1,000	\$2.10	\$5.45	\$11.15	\$25.95
\$917	\$1,100	\$2.31	\$6.00	\$12.27	\$28.55
\$1,000	\$1,200	\$2.52	\$6.54	\$13.38	\$31.14
\$1,084	\$1,300	\$2.73	\$7.09	\$14.50	\$33.74
\$1,167	\$1,400	\$2.94	\$7.63	\$15.61	\$36.33
\$1,250	\$1,500	\$3.15	\$8.18	\$16.73	\$38.93
\$1,334	\$1,600	\$3.36	\$8.72	\$17.84	\$41.52
\$1,417	\$1,700	\$3.57	\$9.27	\$18.96	\$44.12
\$1,500	\$1,800	\$3.78	\$9.81	\$20.07	\$46.71
\$1,584	\$1,900	\$3.99	\$10.36	\$21.19	\$49.31
\$1,667	\$2,000	\$4.20	\$10.90	\$22.30	\$51.90
\$2,084	\$2,500	\$5.25	\$13.63	\$27.88	\$64.88
\$2,500	\$3,000	\$6.30	\$16.35	\$33.45	\$77.85
SIMPLIFIED ISSUE					
\$2,917	\$3,500	\$7.35	\$19.08	\$39.03	\$90.83
\$3,334	\$4,000	\$8.40	\$21.80	\$44.60	\$103.80
\$3,750	\$4,500	\$9.45	\$24.53	\$50.18	\$116.78
\$4,167	\$5,000	\$10.50	\$27.25	\$55.75	\$129.75
\$4,584	\$5,500	\$11.55	\$29.98	\$61.33	\$142.73
\$5,000	\$6,000	\$12.60	\$32.70	\$66.90	\$155.70

REMEMBER, for less than a hour of pay per week, You can protect your income!

The information provided here is only a summary of the Long Term Disability plan. Refer to your certificate/policy for complete details and limitations of coverage.

Identity Theft & Legal Services

Telemedicine



Have You Ever?

- Needed your Will prepared or updated
- Received a moving traffic violation
- Have teenage drivers or kids in college
- Been overcharged for a repair or paid an unfair bill
- Had trouble with a warranty or defective product
- Been a victim of IDENTITY THEFT or worried about it
- Wanted to know your options for mortgages
- Needed help with insurance claims
- Been pursued by a collection agency
- Signed a contract of any kind
- Had concerns regarding child support
- Wanted to know what your legal rights are

What is LegalShield?

LegalShield gives you the ability to talk to an attorney on any legal matter, no matter how trivial or traumatic, all without worrying about high hourly costs. Everyone deserves legal protection. And now, with LegalShield, everyone can access it.

The Legal Plan Membership Includes:

- Legal Advice – unlimited legal issues*
- Letters/calls made on your behalf
- Contracts & documents reviewed (up to 10 pages)*
- Attorneys prepare your Will, your Living Will and your Healthcare Power of Attorney
- Moving Traffic Violations
- Trial Defense including Pre-Trial & Trial Representation
- IRS Audit Assistance
- 25% Preferred Member Discount (Divorce, Bankruptcy, Criminal Charges, Other Matters, etc.)
- 24/7 Emergency Access for covered situations
- Online legal forms

LegalShield legal plans cover the member; member's spouse; never married dependent children under 21 living at home; dependent children under age 18 for whom the member is legal guardian; never married, dependent children up to age 23 if a full-time college student; and physically or mentally challenged dependent children.

The LegalShield Identity Theft Membership Includes:

Everything you would expect with great Identity Theft Protection, **PLUS** expert identity restoration services.

- Up-to-date Credit Report with Personal Credit Score and Analysis
- 24/7 Continuous Credit Monitoring with Activity Alerts
- Comprehensive Restoration Service by licensed experts at Kroll Advisory Solutions

LegalShield Identity Theft plans cover the member and member's spouse. Coverage is available for up to 8 minor children for an additional \$.50 per pay period.



Bi-Weekly Rates		
LegalShield Only	Identity Theft Only	Legal + IDT Combined
\$7.98 per pay period	\$6.48 per pay period	\$12.95 per pay period

* Nevada residents receive up to 50 hours of phone consultation and five personal document reviews per year. This is a general overview and is for illustrative purposes only. Plans and services vary from state to state. See a plan contract for your state of residence for complete terms, coverage, amounts, conditions and exclusions.

Teladoc, founded in 2002, is the first and largest telehealth provider in the nation. Teladoc's board certified, U.S.-based doctors can resolve many medical issues, 24/7, 365 days a year, through the convenience of phone or video consults. Teladoc doesn't replace your primary care physician, but is a convenient option for quality care when needed.

In recent years, telehealth and telemedicine have gained increasing attention and is regarded as a viable part of a national health care solution to reduce costly and unnecessary urgent care and ER visits. Industry experts consider Teladoc a convenient way for patients to access quality care 24/7. Teladoc can be accessed from home, work, on vacation or while traveling in the U.S. or internationally. You can use Teladoc as often as needed and there is no limit on the number of your dependents that can use Teladoc services. With a national network of experienced physicians, you don't need to wait for care and will always speak with doctors who are licensed in the state you live.



Advantages of Teladoc

 <p>Talk to a doctor anytime, anywhere</p>	 <p>Receive quality care via phone or online video</p>	 <p>Prompt treatment, average call back in 17 minutes</p>	 <p>A network of doctors that can treat children of any age</p>	 <p>Secure, personal and portable electronic health record (EHR)</p>	 <p>No time limit on consults</p>
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 <p>1 hour Guaranteed Response Time</p>	 <p>91% Patient Issues Resolved</p>	 <p>97% Member Satisfaction</p>
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Get the Care You Need with Teladoc

90% of members resolve their medical issue with Teladoc. Unlike nurse-run call centers, Teladoc doctors can diagnose, recommend treatment, and prescribe medication, when necessary.

<h4>Conditions Treated</h4> <ul style="list-style-type: none"> • Sinus Problems • Urinary Tract Infection • Pink Eye • Bronchitis • Upper Respiratory Infection • Nasal Congestion • Allergies • Flu • Cough • Ear Infection • Dermatology • Behavioral health 	<h4>Prescription Management</h4> <ul style="list-style-type: none"> • Electronic prescribing (SureScripts) or by phone, if needed • Frequency of prescribing lower than same diagnoses when comparing best provider practices (about 80% vs. 83%) • Use of antibiotics limited to short durations; patient education and physician reminders for appropriate use • No prescribing of DEA-controlled substances, medication for psychiatric illness, or lifestyle drugs (i.e erectile dysfunction, diet, smoking-cessation) • Generic drugs are automatically recommended 
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Making Access Easy



With Teladoc, you can request a consult anytime online or by phone. Teladoc offers the latest in innovation with their mobile applications in Apple and Android platforms allowing you to set up, access and manage your account, as well as conduct video consults from your mobile device. Data and transaction security is a high priority for Teladoc. They employ leading edge technologies and safeguards to keep your data secure. At the end of every call, the doctor checks to make sure all questions are answered.

The Message Center enables Teladoc physicians to follow up with you within a secure portal and you can ask the doctor follow up questions, if necessary. The doctor can also send you easy-to-understand educational material to help you understand your specific diagnosis and post consult care directions. In addition, with your consent, Teladoc can provide information about consults to your primary care physician.



Teladoc	
Coverage Type	Bi-Weekly Rates
Employee (Plus Dependents)	\$2.50

Directory

City of Dallas

Vendors

Directory

City of Dallas HR-Benefits Service Center	www.cityofdallasbenefits.org (855) 656-9114
City of Dallas	www.dallascityhall.com
Medical Plan (UnitedHealthcare)	Member Services (800) 736-1364 myNurseLine (800) 586-6875 www.myuhc.com
Pharmacy Plan (CVS/Caremark)	(855) 465-0023 www.caremark.com
Vision Plan (UnitedHealthcare)	(800) 638-3120 www.myuhcvision.com
Dental Plan (UnitedHealthcare)	Dental HMO: (800) 232-0990 Dental PPO and EPO: (877) 816-3596 www.myuhcdental.com
COBRA (UnitedHealthcare)	(866) 747-0048 www.uhcservices.com
Life Insurance (Standard Life)	(877) 474-4250 www.standard.com
Employee Assistance Program (EAP): OptumHealth	(800) 586-6875 www.liveandworkwell.com/public Access Code: CityofDallas
Deferred Compensation: 401K and 457 Plans (Fidelity)	(800) 343-0860 www.mysavingsatwork.com/atwork.htm
Employee Retirement Fund	(214) 580-7700 / (877) 246-1791 www.dallaserf.org
Dallas Police and Fire Pension	(800) 638-3861 www.dpfp.org
Wellness (WellAware)	http://dallascityhall.com/human_resources/wellaware
Abacus	Customer Service: (800) 643-2212 Disability Claims: (866) 590-7448 www.abacusseries.com
Aflac	(800) 981-6537 www.aflac.com
Allstate Benefits	(800) 521-3535 www.allstatebenefits.com
LegalShield	(800) 654-7757 www.legalshield.com
Teladoc	(800) 835-2362 www.teladoc.com

**Human Resources Department
Benefits Service Center**

1500 Marilla Street, Room 1DS

Dallas, TX 75201

Phone: (855) 656-9114

Fax: (214) 659-7098

Open 8:15 a.m. - 5:15 p.m. (Monday-Friday)



City of Dallas

About this Guide

This 2015 Benefits and Enrollment Guide describes, in non-technical language, the essential features of the City of Dallas Health Benefits Plan (The Plan). This Guide has been prepared as a reference only. It is not an official Master Plan Document for the City of Dallas Health Benefits Plan, which includes dental, vision, life and voluntary benefits. The terms and conditions of coverage under The Plan are determined solely by the Master Plan Document as adopted by the City of Dallas City Council. If there is a difference between what you read in this Guide and what you read in the official Summary Plan Document (SPD), the official Master Plan Document will govern.



City of Dallas

Achieve



Commit



2015

**Retiree
Benefits & Enrollment Guide**

cityofdallasbenefits.org

Thrive



Human Resources Department
Benefits Service Center

Table of Contents

1	Welcome Letter
2	Health Insurance Marketplace Coverage
6	Enrollment Overview
7	Who is Eligible
8	Making Changes to Your Benefits During the Year
8	Reminders
8	Non-Medicare Eligible Retiree Information
9	How to Enroll for New Retirees after Open Enrollment
10	Medicare Eligible Retiree Information
11	Important Disclaimers
12	WellPoints
13	WellPoints
14	How to Earn WellPoints
15	Annual Physical Verification
17	Pre-65 Retiree Benefits
19	EPO 70/30/\$3,000 Medical Plan
20	EPO 75/25 HRA Medical Plan
21	Prescription Program
23	Dental Plan
24	Vision Plan
25	Worksite Clinic & Discount Program
28	Post-65 Retiree Benefits
29	Medicare Supplemental Plan Rates
30	AARP Plan C - Medicare Part A and Part B
33	AARP Plan F - Medicare Part A and Part B
36	AARP Plan K - Medicare Part A and Part B
39	United Medicare Rx - Option I and Option II
42	UHC Group Medical Advantage - High and Low Option
45	Required Notices
53	Directory

Summary of Benefits and Coverage

As a retiree, the health benefits available to you represent a significant component of your retirement package. They also provide important protection for you and your family in the case of illness or injury. Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, your plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important information about any health coverage option in a standard format to help you compare across options.

The SBC is available on the web at www.cityofdallasbenefits.org. A free, paper copy is also available by calling the Benefits Service Center at (855) 656-9114.



Welcome to Benefits 2015!

Dear Retiree:

It is our pleasure to welcome you to 2015 Open Enrollment. The City of Dallas provides an annual open enrollment period for retirees to review their benefits coverage and make new elections for the upcoming year.

Important things to know regarding 2015 Open Enrollment:

- The retiree Open Enrollment period for 2015 starts **September 29, 2014**, and ends **October 31, 2014**.
- Open Enrollment will be **passive. If you are satisfied with your current benefit elections, no further action is required.**

To make changes to your benefits elections, or to enroll for 2015, contact the Benefits Service Center at (855) 656-9114 or visit the office at: Dallas City Hall, 1500 Marilla, Room 1DS.

- Pre-65 Retirees (UHC Medical: EPO 70/30/\$3,000 and EPO 75/25 HRA Plan)
 - During Open Enrollment, you may call the Benefits Service Center (855) 656-9114 or visit the office Monday through Friday from 7 a.m. to 6 p.m.
- Post-65 Retirees (AARP and UHC Medicare Rx Plans)
 - For AARP (plans C, F and K), call (800) 392-7537
 - For UHC Medicare Rx, contact the Benefits Service Center at (855) 656-9114
 - For UnitedHealthcare Group Medicare Advantage (High or Low Option), call (800) 950-9355
- Retirees (UHC Dental and Vision)
 - Contact the Benefits Service Center at Dallas City Hall, 1500 Marilla Street, Room 1DS

If you need to add or delete dependents, please contact the Benefits Service Center at (855) 656-9114. Make sure that you have the required documentation to add your dependents. You may also fax your documents to (214) 659-7098; please include your name and a call-back number on each faxed page to process your request.

What's New for 2015?

- 75/25 HRA Plan
 - No plan changes
- 70/30/\$3,000 Plan
 - Combined out-of-pocket maximum for medical and pharmacy will decrease from \$10,000 to \$6,350 = reduction of \$3,650
 - Pharmacy deductible will change from \$240 to \$750
- The City of Dallas will no longer offer the 70/30/\$3,000 Low Plan
- Pharmacy Plan Change
 - Implement a Specialty Drug Formulary

The 2015 Retiree Benefits and Enrollment Guide provides details about your benefit options. Reviewing the material contained in this guide will help you make informed decisions about your benefits for 2015. If you have any questions, refer to the vendor contact information section to access our service providers.

We hope you will continue to be pleased with these programs and services as we endeavor to maintain a competitive benefits package for you and your family.

Sincerely,

City of Dallas Benefits Team



Dear City of Dallas Retiree:

Through the Affordable Care Act, Health Insurance Exchanges have been established across the country. Each state had the option to set up a state-based insurance Marketplace that allows individuals and employers to easily compare and evaluate health insurance plans. The state of Texas elected not to implement a state exchange, so the Health Insurance Exchange is run by the Federal government. Enrollment in health coverage on the Marketplace will open in October, with plans effective on January 1, 2015. The Patient Protection and Accountable Care Act requires employers covered by the Fair Labor Standards Act (FLSA) to provide a notice to retirees prior to the beginning date of the Exchange.

On the following pages, you will find the Exchange Notice that notifies retirees about the exchanges. Please be advised that the City of Dallas plans meet the minimum value required for health plans; therefore, City retirees may not be eligible for a subsidy in the exchange. Specifically, the notice is designed to:

- Inform retirees about the existence of the Exchange and give a description of the services provided by the Exchange
- Explain how retirees may be eligible for a premium tax credit or a cost-sharing reduction if the employer's plan does not meet certain requirements
- Inform retirees that if they purchase coverage through the Exchange, they may lose any employer contribution toward the cost of employer-provided coverage, and that all or a portion of this employer contribution may be excludable for federal income tax purposes and
- Include contact information for the Exchange and an explanation of appeal rights

Should you have any questions about your coverage, or to get additional information about this form, please contact the Benefits Service Center at (855) 656-9114.

Sincerely,

City of Dallas

Human Resources Department

Benefits Service Center



New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149
(expires 1-31-2017)

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution –as well as your employee contribution to employer-offered coverage– is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact the City of Dallas Benefits Service Center at (855) 656-9114.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

¹ An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name City of Dallas		4. Employer Identification Number (EIN)	
5. Employer address 1500 Marilla St., 1DS		6. Employer phone number (855) 656-9114	
7. City Dallas		8. State Texas	9. ZIP code 75201
10. Who can we contact about employee health coverage at this job? The City of Dallas Benefits Service Center			
11. Phone number (if different from above)		12. Email address	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:

All employees.

- Some employees. Eligible employees are:

Full-time permanent employees and Permanent part-time employees

- With respect to dependents:

- We do offer coverage. Eligible dependents are:

A spouse, children up to age of 26 years and grandchildren

We do not offer coverage.

- If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

13. Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?

- Yes** (Continue)
13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? _____ (mm/dd/yyyy) (Continue)
- No** (STOP and return this form to employee)

14. Does the employer offer a health plan that meets the minimum value standard*?

- Yes (Go to question 15) No (STOP and return form to employee)

15. For the lowest-cost plan that meets the minimum value standard* offered only to the employee (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/ she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

- a. How much would the employee have to pay in premiums for this plan? \$ _____
- b. How often? Weekly Every 2 weeks Twice a month Monthly Quarterly Yearly

If the plan year will end soon and you know that the health plans offered will change, go to question 16. If you don't know, STOP and return form to employee.

16. What change will the employer make for the new plan year? _____

- Employer won't offer health coverage
- Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.* (Premium should reflect the discount for wellness programs. See question 15.)

- a. How much would the employee have to pay in premiums for this plan? \$ _____
- b. How often? Weekly Every 2 weeks Twice a month Monthly Quarterly Yearly

* An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36B(c)(2)(C)(ii) of the Internal Revenue Code of 1986)

Enrollment Overview

Who is Eligible

**Making Changes to Your Benefits
During the Year**

Reminders

Non-Medicare Eligible Retiree Information

**New Retirees after Open Enrollment
Medicare Eligible Retiree Information**

Important Disclaimers

Who is Eligible?

You may elect health coverage for you and your eligible dependents during the annual Open Enrollment period and through special enrollments as a result of a Qualifying Life Event. Eligible dependents include the following:

Type of Eligible Dependent	Required Documentation
<p>Spouse</p>	<ul style="list-style-type: none"> ■ Copy of Marriage License, Copy of Social Security Card, and Date of Birth ■ If Common-Law Marriage applies, please provide copies of documentation showing that you and your spouse have lived together for at least six months (provide two documents from list below). <p>Examples include copies of:</p> <ul style="list-style-type: none"> • Lease or deed naming both partners • Joint checking account statement • Utility bills and/or credit accounts • Will and/or life insurance policies
<p>Domestic Partner</p>	<ul style="list-style-type: none"> ■ Copy of Social Security Card, and Date of Birth ■ Copies of documentation showing that you and your partner have lived together for at least six months (provide two documents from list below). <p>Examples include copies of:</p> <ul style="list-style-type: none"> • Lease or deed naming both partners • Joint checking account statement • Utility bills and/or credit accounts • Will and/or life insurance policies
<p>Dependent Child: Child who is married or unmarried, under age 26 and is the biological child, legally adopted child or stepchild of you and/or your spouse, domestic partner or common-law spouse</p> <p>Dependent Grandchild: Grandchild who is married or unmarried, under age 26 and is the biological grandchild of you and/or your spouse, domestic partner or common-law spouse</p>	<ul style="list-style-type: none"> ■ Copy of Birth Certificate showing you as a parent, or ■ Copy of Adoption Agreement, or ■ Copy of court custody or guardianship documents, or ■ Copy of the portion of the divorce decree showing the dependent, or ■ Copy of Qualified Medical Court Support Order (QMCSO), and ■ Copy of Social Security Card

Please note: Your dependents (spouse and/or children) cannot be covered on a plan if you are not covered.

Making Changes to Your Benefits During the Year (Outside the Open Enrollment Period)

The Internal Revenue Service (IRS) requires that you make benefits elections during the annual Open Enrollment period for your benefits to be effective during the 2015 plan year. You may not change your benefits elections after Open Enrollment unless you experience a Qualifying Life Event, which may include:

- Marriage
- Divorce, Legal Separation or Annulment
- Birth or Adoption of an Eligible Child
- Change in your (or your spouse's) work status that affects benefits eligibility (e.g., change from full-time to part-time employment status)
- A change in your child's benefits eligibility
- A Qualified Medical Child Support Order

You must report your Qualifying Life Event to the Benefits Service Center **within 30 days** of the event with the required documentation to support your claim. If you fail to report your Qualifying Life Event within the required timeframe, you must wait until the next annual Open Enrollment to change your benefits elections.

If your dependent does not meet the current eligibility rules during the specified period, and/or you do not provide the required documentation, your dependent(s) will not be added to your benefits plan.

Reminders

To enroll in a benefits plan or change your current plan, please remember:

1. The Open Enrollment period for 2015 starts **September 29, 2014**, and ends **October 31, 2014**.
2. You must report a Qualifying Life Event **within 30 days of that event** to change your benefits plan.
3. New retirees must enroll in a benefits plan within 30 days of their retirement date; otherwise, they forfeit coverage.

Non-Medicare Eligible Retiree Information

Enrollment Period: September 29, 2014, through October 31, 2014

We encourage you to enroll early in this period to avoid the high volume of activity that occurs late in the enrollment period.

Enrollment Method and Instructions:

- Annual Enrollment will be **passive**, meaning that retirees who do not wish to make any benefit election changes do not have to participate; their current plan—consisting of Medical (Pre- and Post-65, Dental and Vision)—will roll over into the new plan year.
- If you would like to make changes to your existing plans, you must contact the Benefits Service Center (Monday through Friday, 7 a.m. to 6 p.m.) at (855) 656-9114 to enroll during Open Enrollment.
- To update your dependent information for 2015, please contact the Benefits Service Center. Please have the required documentation available to add dependents. You may fax these documents to (214) 659-7098. Please write your name and a call-back number on each faxed page.
- If you make benefit elections by calling the Benefits Service Center, it will be treated as an agreement to pay any required premium through pension check deductions. If you call and experience a long hold time, please leave a voicemail message with a daytime call-back number. Your call will be returned within two business days. Spanish-speaking assistance will be available.

Verification of Personal Information

To receive your identification cards promptly, make sure that the Benefits Service Center maintains your correct address in the City's Human Resources Information System (HRIS). You may call the Benefits Service Center at (855) 656-9114 to report an address change or other corrections.

How to Enroll for New Retirees after Open Enrollment

If you are planning to retire in 2015, call or make an appointment with the Benefits Service Center before your retirement date to discuss retiree enrollment options and payroll deductions. You must enroll within 30 days of your date of retirement. You may be asked to pay the first two months' retiree health premiums in advance, depending on the date of retirement. If you do not enroll within 30 days of your retirement date, the Benefits Service Center will presume that you have waived your retiree coverage with the City of Dallas. **You will not be eligible to participate in the City's health coverage in the future.**

If you enroll in retiree coverage, that coverage is effective on the first day of the month following your termination date with the City. Upon retirement, all life insurance benefits will end unless you exercise your right to convert your coverage to an individual plan. Please contact the Benefits Service Center for additional information.

When turning age 65, you should follow four steps:

1. Notify the Benefits Service Center within 30 days of your birthday.

Within 30 days of reaching age 65, you and/or your covered spouses must report the change in age to the Benefits Service Center. If a rate adjustment is required as a result of your and/or your spouse turning age 65, the rate adjustment/reduction will be made the month following the birthday month of you and/or your spouse—provided the age change is reported to the Benefits Service Center before the first day of the month in which you and/or your spouse turn age 65. The effective rate before turning age 65 will be charged for the month you and/or your covered spouse turned age 65.

2. Enrollment in Medicare Parts A and B

Three months before you turn age 65, contact your local Social Security Administration Office to enroll in Medicare Parts A and B.

- Retirees and/or their covered spouses must enroll in Medicare Parts A and B at age 65 as a requirement of medical coverage through the City's benefit programs. Contact the Benefits Service Center if you or your spouse is not otherwise qualified for premium-free Medicare Part A coverage due to quarters earned through your employment or your spouse's employment.
- Retirees must pay the full cost of the monthly premium for Medicare Part B. Medicare may charge a penalty to retirees who delay enrollment in Medicare Part B at the time of initial eligibility.
- If a retiree waives coverage in a City sponsored health plan, the retiree will not be eligible for inclusion of Medicare Part A premium payments to be made on their behalf by the City of Dallas. Contact your local Social Security Administration office or go to www.ssa.gov to enroll and determine eligibility.

3. Enrollment in Medicare Supplement Plans

Once you have enrolled in Medicare Parts A and B, and become Medicare-eligible, you are no longer eligible to participate in the City's health plans. You must enroll in a medical supplement plan offered by the City. We suggest that you consider adding drug coverage since the Medicare Supplement Plan does not include prescription drug coverage. You have an option to either enroll in the City's Medicare Part D Plan or one of the Medicare Part D plans offered by various private insurance carriers. We strongly urge that you consider your personal needs before selecting any drug coverage option plan.

4. Enrollment in one of the Medicare Supplement plans is a two-step process.

To enroll in Medicare Supplement plans C, F or K, contact the Medicare Supplement Enrollment Center at (800) 392-7537, and request an enrollment kit. During the call, please state that you are a City of Dallas retiree. Read and sign the application, and mail it back to the Medicare supplement provider within 14 days. You may also enroll over the phone once you have received your enrollment kit by calling (800) 392-7537. Your application will not be complete until it has been received by the Medicare supplement provider. They will provide an enrollment card once your application has been approved. Contact the Benefits Service Center to inform them that you are enrolling in the Medicare Supplement Plan C, F or K. If you wish to enroll in the City's Medicare Part D Plan, you must provide your Medicare claim number.

Medicare Eligible Retiree Information

Enrollment Types:

- The post-65 benefits enrollment process will be passive, meaning you do not have to participate if you are satisfied with your current coverage (AARP Plans C, F and K ; Medicare Part D; Dental and Vision plans).
- If you are currently enrolled in the 75/25/HRA or the 70/30/\$3,000 medical plans, you must contact your local Social Security Administration office to sign up for Medicare Parts A and B—that is, if you have not already completed this step. If you have already signed up, you must contact AARP to enroll in a supplemental plan (C, F or K), and you should contact the Benefits Service Center to enroll in Medicare Part D (prescription drugs).

Enrollment Method and Instructions:

Open Enrollment for 2015 will be passive (you do not participate if you are satisfied with your current benefits elections, including Medical, Dental and Vision).

Post-65 Retirees (AARP and UHC Medicare Rx Plans):

- For AARP (Plans C, F and K), call (800) 449-4954.
- For UHC Medicare Rx, call the Benefits Service Center (855) 656-9114 or visit the center at Dallas City Hall, Room 1DS.
- For UnitedHealthcare Group Medicare Advantage, call (800) 950-9355.

Retirees (UHC Dental and Vision):

Call the Benefits Service Center (855) 656-9114 or visit the center at 1500 Marilla Street, Room 1DS.

Dependent Information

To update your dependent information for 2015, please take one of the following steps:

1. Call the Benefits Service Center and speak with a customer service representative to remove a dependent(s).
2. To add a dependent, contact the Benefits Service Center; please provide documentation as listed on the Eligible Dependent chart (refer to page 5).
3. If you do not plan to make changes, no action is required. Please check your current information for accuracy.
 - Elections made by calling the Benefits Service Center will be treated as an agreement to pay any required premium through pension check deductions.
 - Should you experience long hold time when calling, leave a voicemail message with a daytime telephone number. A customer service representative will call you back within two business days. Spanish-speaking assistance is available.

Verification of Personal Information

To receive your identification cards promptly, make sure that your current mailing address is correct in the City's Human Resources Information System (HRIS). You may call the Benefits Service Center at (855) 656-9114 to report an address change or other corrections.

Changing your Benefits During the Year (Qualified Status Change)

You can only change your benefit elections during the plan year if you undergo a qualified status change as defined by Internal Revenue Service guidelines. Your enrollment changes must be completed within 30 days of the qualifying event. If you fail to change your elections within 30 days of your event, you will have to wait until the next year's annual enrollment period to change your elections.

Reporting Eligibility Changes During the Year

You must report changes in dependent eligibility to the Benefits Service Center at (855) 656-9114 within 30 days of the change (such as divorce, marriage or dependent child becoming ineligible). All status changes must be made within 30 days of the status change. If you are adding a spouse or dependent to your coverage, appropriate documentation will be required.

Special Note

If you cancel your medical coverage as a retiree, you or your dependents may not re-enroll in any City-Sponsored medical plans in the future.

Duplicate Medical Coverage by Retiree

In the case where two city retirees are eligible for coverage, only one may enroll for dependent coverage. Both retirees cannot cover each other. In the case both retirees have eligible dependents, only one retiree can cover the dependents. Both retirees cannot cover their eligible dependents. If a retiree and his or her spouse are employed or retired from different employers, and are covered by the same insurance carrier, the health plan will pay only up to the allowable.

Important Disclaimers

Paying for Medical Coverage

Medical contributions are paid on a post-tax basis for all retirees. Your annual cost of medical coverage depends on the benefit option you choose and the level of coverage you need. Contribution costs for 2015 can be found in this benefits and enrollment guide.

- Contributions shall be paid by pension check deduction by all Members who receive pension checks in sufficient amount to permit deduction for the contributions. For each regular pension check during the plan year a member will pay the monthly rates indicated in Article IV of the Master Plan Document. If for any reason a Member's pension check is not reduced by the amount of a contribution or does not receive pension check with a sufficient amount to permit deduction for the contributions, contributions must be paid by check or money order on a monthly basis.
- For each regular pension check during the plan year a member will pay the monthly rates indicated in this enrollment guide.
- A grace period of 30 days shall be allowed for the payment of each contribution paid directly by the member. If any contribution is not paid within the grace period, the coverage shall terminate on the last date for which contributions are paid.
- Dropping Coverage: If the notice for dropping coverage is received prior to the 15th of the month, deductions will not be taken and coverage will end the last day of the previous month. If the notice for dropping dependent coverage is received after the 15th of the month, deductions and coverage will be discontinued the first day of the following month.

Benefits Information for Certain Medicare-eligible Retirees

For certain, Medicare-eligible retirees, the City will continue to offer its Medicare Supplements, Medicare HMO and Medicare Part D benefit options. If you have any questions, please contact the benefits provider. In the next few months, you will receive a letter from your Medicare Part D provider to alert you of the following information.

- Annual Notice of Change (ANOC), which will include:
 - 2015 Formulary List
 - Summary of Benefits
 - Mail-order information
 - Pharmacy Directory
- Explanation of Benefits (EOB)
- Explanation of Coverage (EOC)

The documents listed above will require no action on your part because you are already enrolled. However, if you receive a Late Enrollment Penalty Letter, you are required to complete and return as instructed in the letter. For help in completing this letter, please call the City of Dallas Benefits Service Center at (855) 656-9114.

WellPoints

WellPoints

How to earn WellPoints

Annual Physical Verification

WELLPOINTS

Employee Wellness Incentive Program

PRE-65 RETIREE ONLY

WellPoints is the wellness incentive program for City of Dallas pre-65 retirees enrolled in a City sponsored health plan. By participating in WellPoints, you will help lower your 2016 medical plan premium and earn extra cash toward your HRA. To earn a reduced medical premium for 2016, you must earn a **minimum of 250 wellness points**.

To participate, you must be enrolled in a City sponsored health plan.

**Pre-65 retirees may earn WellPoints for the 2016 benefits year
starting October 1, 2014, and ending August 31, 2015.**

Please use the program guide on the following page to determine how to earn wellness points.

For more information: City of Dallas
Human Resources Department
Benefits Service Center
1500 Marilla Street, Room 1D-South
Dallas, Texas 75201
Phone: (855) 656-9114
Email: wellness@dallascityhall.com
Web: www.cityofdallasbenefits.org

Wellness Program Disclosure

If it is unreasonably difficult for you to achieve the standards for a reward under the wellness program due to a medical condition, or if it is medically inadvisable for you to attempt to achieve the standards for the reward under this program, call the Benefits Service Center at (855) 656-9114, and we will work with you to develop another way to qualify for the reward.

How To Earn WellPoints

Goal: 250 Points

(Pre-65 Retirees)

Pre-65 retiree who wish to participate in WellPoints must complete the Engagement category, which is worth 150 points.

ENGAGEMENT (REQUIRED)

To participate in WellPoints, you **must** complete the following two Engagement activities:

- MyUHC Online Health Assessment* (50 Points)
 - Go to www.myuhc.com to complete the assessment
- Annual Physical Exam* (100 Points)
 - Includes BMI, Blood Pressure, Fasting LDL & Fasting Glucose

*REQUIRED



WELLPOINTS

Employee Wellness Incentive Program

PRE-65 RETIREE

Annual Physical Exam Verification

This form is to be used by eligible City of Dallas pre-65 retirees who would like to submit verification that they received an annual physical exam as part of their participation in the WellPoints Wellness Incentive Program.

This following form is required ONLY if you have received your annual physical exam through an out-of-network physician or if you plan to use an out-of-network physician to complete your annual physical exam.

Please submit the Annual Physical Verification Form to the Benefits Service Center no later than **August 31, 2015**.

Instructions for Physician

Complete Section 2 of the form and return it to the patient (pre-65 retiree) for submission.

Instructions for City of Dallas Pre-65 Retiree

Use this form ONLY if you plan to complete your annual physical exam using an out-of-network physician or Concentra TotalCare Health and Wellness Center at Dallas City Hall.

Complete Section 1 of the form—including signature—and present the form to your physician at your medical appointment. Instruct the physician to complete the required information.

You must submit the completed form directly to the Benefits Service Center.

**Benefits Service Center
Dallas City Hall
1500 Marilla Street, Room 1DS
Dallas, TX 75201
Phone: (855) 656-9114
Secure Fax: (214) 659-7098
Hours: 8:15 a.m. to 5:15 p.m. (Monday thru Friday)**

WellAware



Your Health Matters

City of Dallas Employee Wellness Program



Annual Physical Exam Verification

Dear Physician:

The City of Dallas has initiated a new wellness incentive program called WellPoints. As a WellPoints participant, a pre-65 retiree can receive incentives through maintaining a healthy lifestyle. To participate in WellPoints, the pre-65 retiree must complete an annual physical.

Physician: Please complete Section 2. The pre-65 retiree must return the completed form to the City of Dallas Benefits Service Center upon your completion. **This form is required ONLY if you are an out-of-network physician.**

Patient: This form must be submitted no later than August 31, 2015. **Please Note:** If your physician is in-network, you are not required to return this form to the Benefits Service Center.

SECTION 1: PATIENT INFORMATION (Patient: Complete this section. Please print.)

First Name: _____ Last Name: _____

Employee ID: _____

City: _____ State: _____ Zip: _____

Phone Number: (_____) _____ - _____

Gender: Male Female Date of Birth: ____/____/____ Age: _____

Signature: _____ Date: ____/____/____

PATIENT: This form must be submitted by August 31, 2015.

SECTION 2: ANNUAL PHYSICAL EXAM VERIFICATION ONLY

Physician: Your signature below confirms that the pre-65 retiree has received an annual physical exam.

Physician Signature: _____ Date: ____/____/____

Pre-65 Retiree Benefits

EPO 70/30/\$3,000 Medical Plan

EPO 75/25 HRA Medical Plan

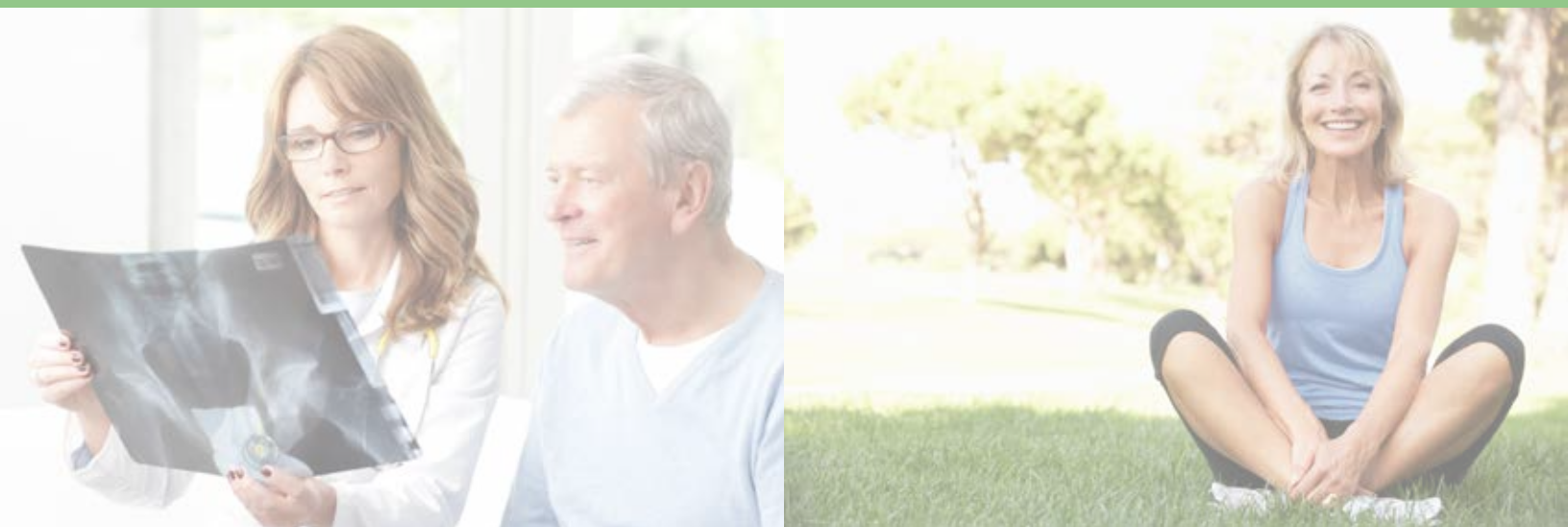
Dental Plan

Vision Plan

Worksite Clinic &

Discount Program

EPO 70/30/\$3,000 Medical Plan EPO 75/25 HRA Medical Plan Prescription Program



EPO 70/30/ \$3,000 Plan

Medical Plan (In-Network Benefits Only)	
Total Deductible	\$3,000 (Single); \$9,000 (with Dependents)
HRA Allocation (City Contribution)	N/A
Coinsurance (After Deductible)	Member pays 30%; Plan pays 70%
Preventive Services	Plan pays 100%
Outpatient Services	Plan pays 70% after Deductible
Inpatient Services	Plan pays 70% after Deductible
ER Services at Hospital	\$100 Copay plus Plan pays 70% after Deductible
Specialist Services & Urgent Care Services	Plan pays 70% after Deductible
Out-of-Pocket Max (Combined with Pharmacy)	\$6,350 (Single); \$12,700 (with Dependents)
Rx Coverage (CVS Caremark)	See page 21 for Program details
Rx Deductible	\$750 Individual

Monthly Rates				
Pre-65 Retiree	Health Assessment Completed		Health Assessment NOT Completed	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Retiree Only	\$459	\$479	\$479	\$499
Retiree + Spouse	\$1,078	\$1,098	\$1,098	\$1,118
Retiree + Child(ren)	\$700	\$720	\$720	\$740
Retiree + Family	\$1,311	\$1,331	\$1,331	\$1,351
Spouse Only	\$797	\$817	\$817	\$837
Spouse + Child(ren)	\$1,038	\$1,058	\$1,058	\$1,078

EPO 75/25 HRA

Medical Plan (In-Network Benefits Only)		
	WellPoint Incentive Earned	WellPoint Incentive NOT Earned
Total Deductible	\$2,500 (Single); \$5,000 (with Dependents)	\$2,500 (Single); \$5,000 (with Dependents)
HRA Allocation (City \$\$)	\$1,000 (Single); \$2,000 (with Dependents)	\$700 (Single); \$1,700 (with Dependents)
Deductible (Your \$\$ after City \$\$)	\$1,500 (Single); \$3,000 (with Dependents)	\$1,800 (Single); \$3,300 (with Dependents)
Maximum Fund Balance	\$6,000	\$6,000
Coinsurance (After Deductible)	Member pays 25%; Plan pays 75%	
Preventive Services (See SPD for Injections)	Plan pays 100% (In-Network only) Doesn't Reduce HRA	
Outpatient Services	Plan pays 75% after Deductible	
Inpatient Services	Plan pays 75% after Deductible	
ER Services at Hospital (See SPD for Ambulance Services)	Plan pays 75% after Deductible	
Specialist Services & Urgent Care Services	Plan pays 75% after Deductible	
Out-of-Pocket Max	\$6,350 (Single); \$12,700 (with Dependents)	
Rx Coverage (CVS Caremark)	See page 21 for Program details	
Rx Deductible	Same as Deductible above	

Monthly Rates				
Pre-65 Retiree	Health Assessment Completed		Health Assessment NOT Completed	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Retiree Only	\$534	\$554	\$554	\$574
Retiree + Spouse	\$1,191	\$1,211	\$1,211	\$1,231
Retiree + Child(ren)	\$837	\$857	\$857	\$877
Retiree + Family	\$1,464	\$1,484	\$1,484	\$1,504
Spouse Only	\$810	\$830	\$830	\$850
Spouse + Child(ren)	\$1,083	\$1,103	\$1,103	\$1,123

Prorated HRA Funds (Based on the month of enrollment)

If you enroll as a New Hire or experience a Qualifying Life Event (QLE) after January 31, the funds allocated to your account balance will be reduced based on the table below.

Month	Retiree Only	Retiree & Dependents	Month	Retiree Only	Retiree & Dependents
January	\$700.00	\$1,700.00	July	\$350.02	\$849.98
February	\$641.67	\$1,558.33	August	\$291.69	\$708.31
March	\$583.34	\$1,416.66	September	\$233.36	\$566.64
April	\$525.01	\$1,274.99	October	\$175.03	\$424.97
May	\$466.68	\$1,133.32	November	\$116.70	\$283.30
June	\$408.35	\$991.65	December	\$58.37	\$141.63

CVS Caremark Prescription Program



	70/30 Plan	HRA Plan
Generic Medications		
Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	10% (\$10 min)	10%
Preferred Brand-Name Medications		
If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	25% (\$25 min)	25%
Non-Preferred Brand-Name Medications		
You will pay the most for medications not on your plan's preferred drug list.	40% (\$40 min)	40%
Refill Limit	None	None
Annual Deductible	\$750 Individual DED RX ONLY	\$2,500 for an individual \$5,000 for a family
Out-of-Pocket Max	\$6,350 for an individual / \$12,700 for a family (Combined with Medical)	
CVS Caremark Retail Pharmacy Network For short-term medications (Up to a 31-day supply)	The CVS Caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,400 CVS Pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at www.caremark.com or call a Customer Care representative toll-free at (855) 465-0023.	
CVS Caremark Mail Service Pharmacy or CVS Caremark Retail-90 Pharmacy For long-term medications (Up to a 90-day supply)	You have the convenience of getting your long-term medications at one of our 51,000 Retail-90 Pharmacy locations for your mail service copay. Or simply mail your original prescription and the mail service order form to CVS Caremark. Your medications will be sent directly to your home, office or a location of your choice.	
Web Services	Register at www.caremark.com to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
Customer Care	Visit www.caremark.com or call at (855) 465-0023	

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

This plan offers you choice and savings when it comes to filling long-term prescriptions. Now you have two ways to save. Plus, you can easily order refills and manage your prescriptions anytime at www.caremark.com.

CVS Caremark Mail Service Pharmacy	Retail-90 Pharmacy
<ul style="list-style-type: none"> • Enjoy convenient home delivery • Receive your medications in private, tamper-resistant and (when needed) temperature-controlled packaging • Talk to a pharmacist by phone 	<ul style="list-style-type: none"> • Pick up your medication at a time that is convenient for you • Enjoy same-day prescription availability • Talk with a pharmacist face-to-face

Follow the steps below to start enjoying all the benefits of your prescription plan.

If you would like...	Then...
To continue with mail service	You don't have to do anything. We will continue to send your medications to your location of choice.
To pick up at CVS Pharmacy	Please let us know. You can do so quickly and easily. Choose the option that works best for you. <ul style="list-style-type: none"> • Visit your local retail-90 Pharmacy and talk to the pharmacist • Call us toll-free using the numbers on the back of your Prescription card and we will handle the rest
To sign up for mail service for the first time	You can do so easily online or by phone. <ul style="list-style-type: none"> • Register or log into www.caremark.com, select "Start a New Prescription," then click on "FastStart®" • Call FastStart toll-free at (800) 875-0867. We will handle the rest

Dental & Vision Plan



Dental Plan



UnitedHealthcare is our provider for dental offerings for 2015. Your options include:

- Dental PPO, which allows you to select the provider of your choice
- Dental HMO, which provides in-network benefits only while having a copay schedule
- Dental EPO, which allows you to select the provider of your choice while having a copay schedule

Plan Features	UHC PPO		UHC HMO	UHC EPO
	In-Network	Out-of-Network	In-Network Only	In-Network & Out-of-Network
Calendar Year Deductibles				
Individual		\$50	\$0	\$50
Family		\$150	\$0	\$150
Maximum				
Calendar Year		\$1,000 per person	\$0	\$1,250/Dental Services (\$1,500/Orthodontic Services Lifetime Maximum)
Waiting Period		12-month waiting period for Major Services	No waiting period for Major Services	12-month waiting period for Orthodontic Services No waiting period for Major Services
Visits and Exams				
Office Visit			Office Visit: \$5	Copays vary by service according to Patient Charge Schedule*
Oral Exam	You pay 0%	You pay any charges in excess of Allowed Amount*	Oral Exam: \$0	
X-rays			X-rays: \$0	
Basic Services				
Fillings				
General Services	You pay 20%	You pay 20% and any charges in excess of Allowed Amount*	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*
Space Maintainers				
Major Services				
Crowns				
Dentures/Bridges	You pay 50%	You pay 50% and any charges in excess of Allowed Amount*	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*
Orthodontic Services				
Orthodontia	Not Covered	Not Covered	Copays vary by service according to Patient Charge Schedule* Adult and children orthodontia No waiting period	Copays vary by service according to Patient Charge Schedule* Children only (up to 19 yrs)

* The benefit percentage applies to the schedule of maximum allowable charges.

Maximum allowable charges are limitations on billed charges in the geographic area in which the expenses are incurred.

Monthly Dental Plan Rates			
Coverage Level	Dental PPO	Dental HMO	Dental EPO
Retiree Only	\$24.13	\$7.76	\$18.02
Retiree + Spouse	\$48.27	\$14.29	\$33.15
Retiree + Child(ren)	\$49.23	\$14.36	\$33.32
Retiree + Family	\$73.39	\$20.20	\$46.86

The City of Dallas has two Vision Plan options for 2015: the Standard Plan and the Buy-up Plan. Both plans include a comprehensive exam and materials, frames and lenses (including contact lenses). The Buy-up plan includes the following additional lens options: Polycarbonate Lenses and Standard Anti-reflective Coating. Polycarbonate lenses are impact-resistant lenses that are often utilized in children’s eyewear. Standard Anti-reflective coating will aid in glare reduction. The Buy-up Plan also includes an out-of-network laser surgery benefit.

Benefit/Service	Standard Plan		Buy-up Plan	
	UHC Network Provider	Out-of-Network Reimbursement ¹	UHC Network Provider	Out-of-Network Reimbursement ¹
Comprehensive Exam (Every 12 months)	\$10 copay	Up to \$40.00	\$10 copay	Up to \$40.00
Materials	\$25 copay	See spectacle lenses and frame benefit below	\$25 copay	See spectacle lenses and frame benefit below
Spectacle lenses* (Every 12 months) Standard Plan: • Standard Scratch-Resistant Coating Buy-up Plan: • Standard Scratch-Resistant Coating • Polycarbonate Lenses • Standard Anti-Reflective	\$25 copay	Single Vision up to \$40.00 Bifocal up to \$60.00 Trifocal up to \$80.00 Lenticular up to \$80.00	\$25 copay	Single Vision up to \$40.00 Bifocal up to \$60.00 Trifocal up to \$80.00 Lenticular up to \$80.00
Frames (Every 24 months)	\$130.00 retail frame allowance	Up to \$45.00	\$130.00 retail frame allowance	Up to \$45.00
Contact Lenses** (every 12 months) • Fitting/evaluation • Contacts • Two follow-up visits (after \$25 copay)	Covered-in-full selection or \$105.00 allowance	Elective up to \$105.00 Necessary up to \$210.00	Covered-in-full selection or \$105.00 allowance	Elective up to \$105.00 Necessary up to \$210.00
Laser Vision***	N/A	N/A	N/A	Lifetime Max Reimbursement of \$500

¹ Out-of-Network Reimbursement: Receipts for service and materials purchased on different dates must be submitted together at the same time to receive reimbursement. Receipt must be submitted within 12 months of date of service to the following address: UHC Vision, ATTN: Claims Dept., P.O. Box 30978, Salt Lake City, UT 84130.

* Benefits available every 12 to 24 months (depending on the benefit frequency), based on last date of service.

** Your \$105 Contact Lens allowance is applied to the fitting/evaluation fees and the purchase of the contact lenses. For example, if the fitting/evaluation fee is \$30, you will have \$75 toward the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store. If you choose disposable contacts, you may receive up to four boxes of disposable contacts (depending on prescription). This benefit is covered in lieu of eyeglasses when obtained from a network provider. Toric, gas permeable and bifocal contacts are all examples that are outside our covered-in-full selection.

***UHC has partnered with Laser Vision Network of America (LVNA) to provide members with access to discounted laser correction providers at UHClasik.com or (888) 563-4497.

Monthly Vision Plan Rates		
Coverage Level	Standard Plan	Buy-up Plan
Retiree Only	\$4.79	\$5.76
Retiree + Spouse	\$8.75	\$10.52
Retiree + Child(ren)	\$9.19	\$11.04
Retiree + Family	\$14.14	\$17.01

Worksite Clinic & Discount Program



Concentra[®]

Concentra TotalCare Health and Wellness Center is the on-site medical clinic located at Dallas City Hall. The center offers select preventive and diagnostic services to pre-65 retirees and dependents (age 5 and older) covered by the City's health plan at no cost.

Onsite Clinic Services for Retirees Enrolled in City of Dallas Medical Plans		
Visit Description	EPO 75/25 HRA Plan	EPO 70/30/\$3,000 Plan
Preventive Care Services <ul style="list-style-type: none"> • Services provided at onsite clinic • Lab services that are sent out to LabCorp will be processed according to your medical plan benefits. 	<ul style="list-style-type: none"> • No cost to retirees or dependents • Paid at 100% 	<ul style="list-style-type: none"> • No cost to retirees or dependents • Paid at 100%
Injury or Illness Care: Diagnostic Services <ul style="list-style-type: none"> • Services provided at onsite clinic • Lab services that are sent out to LabCorp will be processed according to your medical plan benefits. 	<ul style="list-style-type: none"> • No cost to retirees or dependents • Services are subject to 25% coinsurance after \$2,500 deductible is met; HRA fund will be used if still available 	<ul style="list-style-type: none"> • No cost to retirees or dependents • Services are subject to 30% coinsurance after \$3,000 deductible is met

Concentra TotalCare Health and Wellness Center

1500 Marilla Street
 Room 1CS
 Dallas, TX 75201

Hours : 7:30 a.m. - 5:30 p.m. (M-F)
 Phone: (214) 671-9140
 Fax: (214) 749-0412

Concentra/City of Dallas Discount Program

The Concentra/City of Dallas Discount Program allows City employees and pre-65 retirees covered by the City's health insurance to visit any Concentra Urgent Care Center in the greater Dallas area and receive unmatched medical service at an unmatched price. City employees and pre-65 retirees covered by a City health insurance plan may continue to use Concentra TotalCare Health and Wellness Center in City Hall and pay nothing for most services, which include treatment for common injuries and illnesses such as sprains, cuts, flu and upper respiratory infection.

If You Are	Concentra (Dallas City Hall)	Concentra (DFW Metroplex)
Pre-65 Retiree Covered by City Health Plan	Cost : \$0 ¹	Cost : \$25 ¹ /\$35 ^{1**}
Pre-65 Retiree NOT Covered by City Health Plan	Not Eligible for Discount	Not Eligible for Discount
Medicare-eligible Retiree	Not Eligible for Discount	Not Eligible for Discount

¹ You may incur additional charges for services as lab work and X-rays during your clinic visit.

* Copay for 75/25 HRA Plan Enrollees

** Copay for 70/30/\$3,000 Plan Enrollees

Concentra/City of Dallas Employee Discount Program

Choose from several locations throughout the DFW Metroplex

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<p>Carrollton</p> <p>1345 Valwood Pkwy., Suite 306 Carrollton, TX 75006 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (972) 484-6435 Fax: (972) 484-6785</p>	<p>Fort Worth Forest Park</p> <p>2500 West Fwy. (I-30) Suite 100 Fort Worth, TX 76102 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) Phone: (817) 882-8700 Fax: (817) 882-8707</p>	<p>Fort Worth Fossil Creek</p> <p>4060 Sandshell Dr. Fort Worth, TX 76137 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (817) 306-9777 Fax: (817) 306-9780</p>	<p>Frisco</p> <p>8756 Teel Pkwy., Suite 350 Frisco, TX 75034 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) 9:00 a.m. - 5:00 p.m. (Sun) Phone: (972) 712-5454 Fax: (972) 712-5442</p>
<p>Garland</p> <p>1621 S. Jupiter Rd. Suite 101 Garland, TX 75042 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (214) 340-7555 Fax: (214) 340-3980</p>	<p>Irving/Las Colinas</p> <p>5910 N. MacArthur Blvd., Suite 133 Irving, TX 75039 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) Phone: (972) 554-8494 Fax: (972) 438-4647</p>	<p>Lewisville</p> <p>2403 S. Stemmons Fwy., Suite 100 Lewisville, TX 75067 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 9:00 a.m. - 5:00 p.m. (Sat/Sun) Phone: (972) 829-2999 Fax: (972) 459-7929</p>	<p>Mesquite</p> <p>4928 Samuell Blvd Mesquite, TX 75149 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (214) 328-1400 Fax: (214) 328-2884</p>
<p>Plano</p> <p>1300 N. Central Expy Plano, TX 75074 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 8:00 a.m. - 5:00 p.m. (Sat) Phone: (972) 578-2212 Fax: (972) 881-7666</p>	<p>Redbird</p> <p>5520 Westmoreland Rd., Suite 200 Dallas, TX 75237 Hours : 8:00 a.m. - 5:00 p.m. (M-F) Phone: (214) 467-8210 Fax: (214) 467-8192</p>	<p>Stemmons</p> <p>2920 N. Stemmons Fwy. Dallas, TX 75247 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 9:00 a.m. - 5:00 p.m. (Sat/Sun) Phone: (214) 630-2331 Fax: (214) 905-1323</p>	<p>Upper Greenville</p> <p>5601 Greenville Ave. Dallas, TX 75206 Hours : 8:00 a.m. - 8:00 p.m. (M-F) 9:00 a.m. - 5:00 p.m. (Sat/Sun) Phone: (214) 821-6007 Fax: (214) 821-6149</p>

Post-65 Retiree Benefits

Medicare Supplemental Plan Rates

AARP Plan C - Medicare Part A & B

AARP Plan F - Medicare Part A & B

AARP Plan K - Medicare Part A & B

United Medicare Rx™ - Options I & II

**UHC Group Medicare Advantage
- High & Low Options**

Post-65 Medicare Supplemental Plan Rates

AARP Supplement Plan Rates			
Tier	Plan C	Plan F	Plan K
Retiree Only	\$148	\$147	\$52
Retiree + Spouse	\$328	\$299	\$126
Spouse Only	\$221	\$216	\$63

United Medicare Rx Plan Rates		
Tier	Part D Option 1*	Part D Option 2**
Retiree Only	\$147	\$89
Retiree + Spouse	\$355	\$228
Spouse Only	\$177	\$160

UHC Group Medicare Advantage Plan Rates		
Tier	High Option	Low Option
Retiree Only	\$185	\$121
Retiree + Spouse	\$530	\$178
Spouse Only	\$349	\$241

Monthly Cost for Texas Residents

Rates are for Texas residents only. Rates for other states will vary. All rates subject to change during 2015. Actual rates, which may contain discounts or surcharges, are subject to change and will be provided in the enrollment kits provided to prospective insured. Retirees also will pay Medicare Part B monthly premiums.

Medicare Part D Prescription-only Plan*

No medical included. Purchase with or without Medicare Supplement plan. This plan cannot be purchased with the PPO plans.

* **Option 1** has full gap coverage for Brand Name and Generic drugs.

** **Option 2** has full gap coverage for Generic drugs only; donut hole would apply only to Brand Name drugs.

AARP Plan C

Medicare Part A & B



Plan C

Medicare Part A

Hospital Services - Per Benefit Period

* A benefit period begins on the first day you receive service as a hospital inpatient and ends after you have been discharged and have not received skilled care in any other facility for 60 consecutive days.

Services	Medicare Pays	Plan C Pays	You Pay
Hospitalization*			
Semiprivate room and board, general nursing and miscellaneous services and supplies			
First 60 days	All but \$1,184*	\$1,184 (Part A Deductible)	\$0
61st thru 90th day	All but \$296/day*	\$296/day	\$0
91st day and after:			
• While using 60 lifetime reserve days	All but \$592/day	\$592/day	\$0
• Once lifetime reserve days are used:			
- Additional 365 days	\$0	100% of Medicare-eligible expenses	\$0**
- Beyond the additional 365 days	\$0	\$0	All costs
Skilled Nursing Facility Care*			
You must meet Medicare's requirements, including having been in a hospital for at least three days and entered a Medicare-approved facility within 30 days after leaving the hospital			
First 20 days	All approved amounts	\$0	\$0
21st thru 100th day	All but \$148/day	Up to \$148/day	\$0
101st day and after	\$0	\$0	All costs
Blood			
First three pints	\$0	Three pints	\$0
Additional Amounts	100%	\$0	\$0
Hospice Care			
You must meet Medicare's requirements, including a doctor's certification of terminal illness	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/coinsurance	\$0

* The rates illustrated in this table may not be accurate. Please contact AARP to confirm at (800) 392-7537.

** **NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits". During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

Plan C

Medicare Part B

Medical Services - Per Calendar Year

*** Once you have been billed \$148 of Medicare-approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

Services	Medicare Pays	Plan C Pays	You Pay
Medical Expenses			
Includes Treatment in or out of the hospital and outpatient hospital treatment, such as physician services; inpatient and outpatient medical and surgical services and supplies; physical and speech therapy; diagnostic tests; and durable medical equipment			
First \$147 of Medicare-approved amounts***	\$0	\$147 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	Generally 80%	Generally 20%	\$0
Part B Excess Charges (Above Medicare-approved amounts)	\$0	\$0	All costs
Blood			
First three pints	\$0	\$592/day	\$0
Next \$141.50 of Medicare-approved amounts***	\$0	\$147 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	80%	20%	\$0

Plan C

Medicare Parts A and B

Services	Medicare Pays	Plan C Pays	You Pay
Home Health Care			
Medicare-Approved Services			
Medically necessary skilled care services and medical supplies	100%	\$0	\$0
Durable Medical Equipment			
First \$147 of Medicare-approved amounts***	\$0	\$147 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	80%	20%	\$0

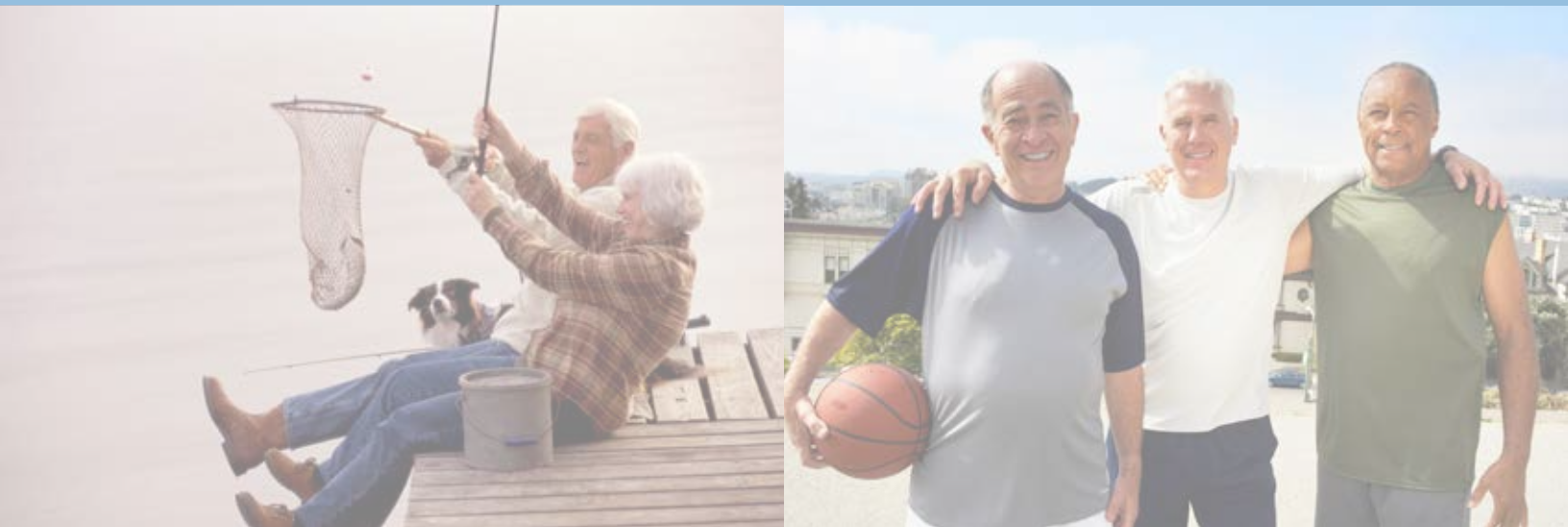
Plan C

Benefits Not Covered by Medicare

Services	Medicare Pays	Plan C Pays	You Pay
Foreign Travel- Not Covered by Medicare			
Medically necessary emergency care services beginning during the first 60 days of each trip outside the U.S.			
First \$250 each calendar year	\$0	\$0	\$250
Remainder of Charges	\$0	80% to a lifetime maximum benefit of \$50,000	20% and amounts over the \$50,000 lifetime maximum

AARP Plan F

Medicare Part A & B



Plan F

Medicare Part A

Hospital Services - Per Benefit Period¹

Services	Medicare Pays	Plan F Pays	You Pay
Hospitalization¹			
Semiprivate room and board, general nursing and miscellaneous services and supplies			
First 60 days	All but \$1,184	\$1,184 (Part A Deductible)	\$0
61st thru 90th day	All but \$296/day	\$296/day	\$0
91st day and after:	All but \$592/day	\$592/day	\$0
<ul style="list-style-type: none"> • While using 60 lifetime reserve days • Once lifetime reserve days are used: <ul style="list-style-type: none"> - Additional 365 days - Beyond the additional 365 days 	\$0	100% of Medicare-eligible expenses	\$0 ²
	\$0	\$0	All costs
Skilled Nursing Facility Care¹			
You must meet Medicare's requirements, including having been in a hospital for at least three days and entered a Medicare-approved facility within 30 days after leaving the hospital			
First 20 days	All approved amounts	\$0	\$0
21st thru 100th day	All but \$148/day	Up to \$148/day	\$0
101st day and after	\$0	\$0	All costs
Blood			
First three pints	\$0	Three pints	\$0
Additional Amounts	100%	\$0	\$0
Hospice Care			
Available as long as you meet Medicare's requirements, your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/coinsurance	\$0

¹ A benefit period begins on the first day you receive service as a hospital inpatient, and ends after you have been discharged and received no skilled care in any other facility for 60 consecutive days.

² **NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

Plan F

Medicare Part B

Medical Services - Per Calendar Year

Services	Medicare Pays	Plan F Pays	You Pay
Medical Expenses			
Includes Treatment in or out of the hospital and outpatient hospital treatment, such as physician services; inpatient and outpatient medical and surgical services and supplies; physical and speech therapy; diagnostic tests; and durable medical equipment			
First \$147 of Medicare-approved amounts ³	\$0	\$147 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	Generally 80%	Generally 80%	\$0
Part B Excess Charges (Above Medicare-approved amounts)	\$0	100%	\$0
Blood			
First three pints	\$0	All costs	\$0
Next \$147 of Medicare-approved amounts ³	\$0	\$147 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	80%	20%	\$0
Clinical Laboratory Services			
Tests for diagnostic services	100%	\$0	\$0

Plan F

Medicare Parts A and B

Services	Medicare Pays	Plan F Pays	You Pay
Home Health Care			
Medicare-Approved Services			
Medically necessary skilled care services and medical supplies	100%	\$0	\$0
Durable Medical Equipment			
First \$147 of Medicare-approved amounts	\$0	\$147 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	80%	20%	\$0

Plan F

Benefits Not Covered by Medicare

Services	Medicare Pays	Plan F Pays	You Pay
Foreign Travel - Not Covered by Medicare			
Medically necessary emergency care services beginning during the first 60 days of each trip outside the U.S.			
First \$250 each calendar year	\$0	\$0	\$250
Remainder of Charges	\$0	80% to a lifetime maximum benefit of \$50,000	20% and amounts over the \$50,000 lifetime maximum

³ A benefit period begins on the first day you receive service as a hospital inpatient, and ends after you have been discharged and received no skilled care in any other facility for 60 consecutive days.

AARP Plan K

Medicare Part A & B



Plan K

Medicare Part A

Hospital Services - Per Benefit Period¹

Services	Medicare Pays	Plan K Pays	You Pay
Hospitalization¹			
Semiprivate room and board, general nursing and miscellaneous services and supplies			
First 60 days	All but \$592	\$592 (50% of Part A Deductible)	\$592 (50% of Part A Deductible) ^o
61st thru 90th day	All but \$296/day	\$296/day	\$0
91st day and after:	All but \$592/day	\$592/day	\$0
<ul style="list-style-type: none"> • While using 60 lifetime reserve days • Once lifetime reserve days are used: <ul style="list-style-type: none"> - Additional 365 days - Beyond the additional 365 days 	\$0	100% of Medicare-eligible expenses	\$0 ²
	\$0	\$0	All costs
Skilled Nursing Facility Care¹			
You must meet Medicare's requirements, including having been in a hospital for at least three days and entered a Medicare-approved facility within 30 days after leaving the hospital			
First 20 days	All approved amounts	\$0	\$0
21st thru 100th day	All but \$148/day	Up to \$74/day	Up to \$74/day ^o
101st day and after	\$0	\$0	All costs
Blood			
First three pints	\$0	50%	50% ^o
Additional Amounts	100%	\$0	\$0
Hospice Care			
Available as long as you meet Medicare's requirements, your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care	50% of copayment/coinsurance	50% of Medicare copayment/coinsurance ^o

¹ A benefit period begins on the first day you receive service as a hospital inpatient, and ends after you have been discharged and received no skilled care in any other facility for 60 consecutive days.

² **NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

^o You will pay half of the cost sharing of some covered services until you reach the annual out-of-pocket limit of \$4,800 each calendar year. The amounts that count toward your annual limit are noted with diamonds(◊) in the chart above. Once you reach the annual limit, the plan pays 100 percent of the Medicare copayment and Coinsurance fees for the remainder of the calendar year. However, this limit does NOT include charges from your provider that exceed Medicare-approved amounts (these are called "Excess Charges"); you will be responsible for paying the difference of the amount charged by your provider and the amount paid by Medicare for the item or service.

Plan K

Medicare Part B

Medical Services - Per Calendar Year

Services	Medicare Pays	Plan K Pays	You Pay
Medical Expenses			
Includes Treatment in or out of the hospital and outpatient hospital treatment, such as physician services; inpatient and outpatient medical and surgical services and supplies; physical and speech therapy; diagnostic tests; and durable medical equipment			
First \$147 of Medicare-approved amounts ⁵	\$0	\$0	\$147 (Part B Deductible) ⁵⁰
Preventive Benefits for Medicare-covered Services	Generally 75% or more of Medicare-approved amounts	Remainder of Medicare-approved amounts	All costs above Medicare-approved amounts
Part B Excess Charges (Above Medicare-approved amounts)	\$0	\$0	All costs (and they do not count toward annual out-of-pocket limit of \$4,800) ⁴
Blood			
First three pints	\$0	50%	50% ⁰
Next \$147 of Medicare-approved amounts ³	\$0	\$0	\$147 (Part B Deductible) ⁵⁰
Remainder of Medicare-approved amounts	Generally 80%	Generally 10%	Generally 10% ⁰
Clinical Laboratory Services			
Tests for diagnostic services	100%	\$0	\$0

Plan K

Medicare Parts A and B

Services	Medicare Pays	Plan K Pays	You Pay
Home Health Care			
Medicare-Approved Services			
Medically necessary skilled care services and medical supplies	100%	\$0	\$0
Durable Medical Equipment			
First \$147 of Medicare-approved amounts ⁶	\$0	\$0	\$147 (Part B Deductible) ⁰
Remainder of Medicare-approved amounts	80%	10%	10% ⁰

⁴ This plan limits your annual out-of-pocket payments for Medicare-approved amounts to \$4,800 per calendar year. However, this limit does NOT include charges from your provider that exceed Medicare-approved amounts (these are called "Excess Charges"); you will be responsible for paying the difference of the amount charged by your provider and the amount paid by Medicare for the item or service.

⁵ Once you have been billed \$147 of Medicare-approved amounts for covered services, your Part B deductible will have been met for the calendar year.

⁶ Medicare benefits are subject to change. Please consult the latest Guide to Health Insurance for People with Medicare.

⁰ You will pay half of the cost sharing of some covered services until you reach the annual out-of-pocket limit of \$4,800 each calendar year. The amounts that count toward your annual limit are noted with diamonds(0) in the chart above. Once you reach the annual limit, the plan pays 100 percent of the Medicare copayment and Coinsurance fees for the remainder of the calendar year. However, this limit does NOT include charges from your provider that exceed Medicare-approved amounts (these are called "Excess Charges"); you will be responsible for paying the difference of the amount charged by your provider and the amount paid by Medicare for the item or service.

United Medicare Rx™

Option I & II



United Medicare Rx™

Option I

United MedicareRx Enhance Medicare Part D Prescription Drug Plan

The City of Dallas is pleased to be able to provide with you a Medicare Part D prescription drug plan called United MedicareRx, which is offered through UnitedHealthcare Insurance Company. Coverage will be effective beginning January 1, 2015 through December 31, 2015. With United MedicareRx, you have prescription drug insurance you can count on to protect you and meet your prescription drug needs today and in the future.

Here are some of the key features of this prescription drug coverage:

- **No annual deductible or out-of-pocket maximum** – start saving with the first prescription you fill.
- Predictable and **affordable flat copays** as low as \$10.00 for generic drugs.
- No need to worry about the coverage gap or “doughnut hole”; you are fully covered.
- A **formulary** that includes 100 percent of the drugs covered by Medicare Part D.
- **National pharmacy network** with more than 65,000 convenient locations so you are covered at home or while you are traveling across the United States.

Part D Benefits

- The United MedicareRx plan has three different levels of copays for a 30-day supply of prescription drugs.
- A complete formulary listing will be available on request or online at www.UnitedMedicareRx.com.

Copays for the three tiers	
Contracted Retail Pharmacy Copay Levels	Type of Medication
Tier 1 - \$10	Most generic drugs, lowest copay
Tier 2 - \$25	Preferred brand-name drugs, medium copay
Tier 3/Specialty - \$50	Non-preferred or unique drugs, higher copay

Drug Benefit	You Pay
Outpatient Prescription Drugs	
Out-of-Pocket Costs	\$0 - \$4,700 (a) in Enrollee/Plan Out-of-Pocket
Retail One month (30 day) supply	\$10 copay for Tier 1 drugs \$25 copay for Tier 2 drugs \$50 copay for Tier 3 or Specialty Tier drugs
Mail Services Three month (90 day) supply you get through Our contracted Mail Service Pharmacy	\$20 copay for Tier 1 drugs \$50 copay for Tier 2 drugs \$100 copay for Tier 3 drugs
Catastrophic Care	
Out-of-Pocket Costs	Over \$4,700 (a) in Enrollee Out-of-Pocket
Your Costs	The greater of \$2.65 or 5 percent Coinsurance for generic or a preferred brand name drug that is a multi-source drug, and \$6.60 for all other drugs, or 5 percent once your total out-of-pocket costs reach \$4,700

United Medicare Rx™

Option II

United MedicareRx Enhance Medicare Part D Prescription Drug Plan

The City of Dallas is pleased to be able to provide with you a Medicare Part D prescription drug plan called United MedicareRx, which is offered through UnitedHealthcare Insurance Company. Coverage will be effective beginning January 1, 2015 through December 31, 2015. With United MedicareRx, you have prescription drug insurance you can count on to protect you and meet your prescription drug needs today and in the future.

Here are some of the key features of this prescription drug coverage:

- **No annual deductible or out-of-pocket maximum** – start saving with the first prescription you fill.
- Predictable and **affordable flat copays** as low as \$10.00 for generic drugs.
- **Coverage Gap (donut hole):** Tier 1 drugs covered at copays in the gap. Medicare Part D covered brand medications in the gap at 50-percent Coinsurance. A **formulary** that includes 100 percent of the drugs covered by Medicare Part D.
- **National pharmacy network** with more than 65,000 convenient locations so you are covered at home or while you are traveling across the United States.

Part D Benefits

- The United MedicareRx plan has three different levels of copays for a 30-day supply of prescription drugs. The United MedicareRx plan formulary covers 100 percent of the drugs covered by Medicare Part D.
- A complete formulary listing will be available on request or online at www.UnitedMedicareRx.com.

Copays prior to reaching the gap for the three tiers

Contracted Retail Pharmacy Copay Levels	Type of Medication
Tier 1 - \$10	Most generic drugs, lowest copay
Tier 2 - \$25	Preferred brand-name drugs, medium copay
Tier 3/Specialty - \$50	Non-preferred or unique drugs, higher copay

Drug Benefit	You Pay
Outpatient Prescription Drugs	
Out-of-Pocket Costs	\$0 - \$2,960 (a) in Enrollee/Plan Out-of-Pocket. (Until you reach the coverage gap/donut hole)
Retail One month (30 day) supply	\$10 copay for Tier 1 drugs \$25 copay for Tier 2 drugs \$50 copay for Tier 3 or Specialty Tier drugs
Mail Services Three month (90 day) supply you get through Our contracted Mail Service Pharmacy	\$20 copay for Tier 1 drugs \$50 copay for Tier 2 drugs \$100 copay for Tier 3 drugs
Coverage Gap (Donut Hole)	
Out-of-Pocket Costs	\$2,960 - \$4,700 (a) in Enrollee/Plan/Manufacturer Out-of-Pocket Expense
Retail One month (30 day) supply	\$10 copay for of generic drugs Approximately 50% Coinsurance for Medicare coverage brand drugs. (Tier 2 and 3)
Mail Services Three month (90 day) supply you get through Our contracted Mail Service Pharmacy	\$20 copay for generic drugs Approximately 50% Coinsurance for Medicare coverage brand drugs. (Tier 2 and 3)
Catastrophic Care	
Out-of-Pocket Costs	Over \$4,700 (a) in Enrollee Out-of-Pocket
Your Costs	The greater of \$2.65 or 5 percent Coinsurance for generic or a preferred brand name drug that is a multi-source drug, and \$6.60 for all other drugs, or 5 percent once your total out-of-pocket costs reach \$4,700

UnitedHealthcare®
Group Medicare Advantage
High Option HMO Plan 18409
&
Low Option HMO Plan 18410



UnitedHealthcare® Group Medicare Advantage High Option HMO Plan 18409

Benefits and Coverage	Member's Cost
Physician Services/Basic Health Services Consultation, Diagnosis and Treatment, Primary Care Physician Specialist	\$10 copayment per office visit \$20 copayment per office visit
Annual Physical Examination (Includes Pap smears)	\$0 Primary Care Physician
Immunizations Flu Shots, Pneumococcal Vaccine and Hepatitis B Injections All other Medicare-approved Immunizations	Covered in Full Covered in Full
Hospitalization	\$250 copayment per admission*
Non-network/Out-of-Area Urgent Care	\$25 copayment
Ambulance Services Medically Necessary Ambulance Transport	\$50 copayment
Outpatient Surgical Services Certified Ambulatory Surgical Center Outpatient Hospital Facility	\$125 copayment \$125 copayment
Outpatient Mental Health Care/Outpatient Substance Abuse Treatment	\$20 copayment
Inpatient Psychiatric Care/ Inpatient Substance Abuse Treatment	\$250 copayment per admission, up to 190 days lifetime maximum in a psychiatric hospital
Emergency Services You may go to any emergency room if you reasonably believe you need emergency care	Covered worldwide \$50 copayment, waived if admitted to hospital within 24 hours for the same condition
Prescription Drugs - Retail (up to 30-day supply)	\$10 generic; \$20 brand name; \$40 non-formulary
Prescription Drugs - Mail Order (90-day supply)	\$20 generic; \$40 brand name; \$80 non-formulary
Renal Dialysis	\$20 at network facility or Medicare facility
Radiation Therapy	\$20 copayment
Radiology Services Standard X-ray Films Specialized Scanning & Imaging Procedures: CT, SPECT, PET, MRI (with or without contrast media)	Covered in Full
Skilled Nursing Facility Care	Covered \$0/day for Days 1-20; \$50/day for Days 21-100; up to 100 days per benefit period** in a Medicare-certified Skilled Nursing Facility
Vision Care Examination for Eyeglasses (Refraction)	\$10 per visit for Medicare-covered eye exams \$20 Specialist copayment per office visit
Hearing Services Routine Hearing Examination	Medicare diagnostic hearing examinations - \$20 Specialist copayment per office visit
Chiropractic Services	\$10 copayment per office visit; Medicare benefit only

* Inpatient Hospital copayments are not charged on a per-admission or daily basis. **Original Medicare hospital benefit periods do not apply.** For Inpatient Hospital, you are covered for an unlimited number of days as long as the hospital stay is medically necessary and authorized by UnitedHealthcare or contracting providers. When you are admitted to an Inpatient Hospital and then subsequently transferred to another Inpatient Hospital, you pay the copayment charged for the first hospital admission. You do not pay a copayment for the second hospital admission; the copayment is waived.

** A benefit period begins the day you go to a hospital. The period ends when you have not received care in a hospital or skilled nursing facility for 60 consecutive days. If you go into the hospital after one benefit period has ended, a new benefit period begins. You must pay the skilled nursing facility care copayment, if applicable, for each benefit period. There is no limit to the number of benefit periods you can have.

UnitedHealthcare® Group Medicare Advantage Low Option HMO Plan 18410

Benefits and Coverage	Member's Cost
Physician Services/Basic Health Services Consultation, Diagnosis and Treatment, Primary Care Physician Specialist	\$15 copayment per office visit \$25 copayment per office visit
Annual Physical Examination (Includes Pap smears)	Covered in Full
Immunizations Flu Shots, Pneumococcal Vaccine and Hepatitis B Injections All other Medicare-approved Immunizations	Covered in Full Covered in Full
Hospitalization	\$500 copayment per admission*
Non-network/Out-of-Area Urgent Care	\$25 copayment
Ambulance Services Medically Necessary Ambulance Transport	\$50 copayment
Outpatient Surgical Services Certified Ambulatory Surgical Center Outpatient Hospital Facility	\$250 copayment \$250 copayment
Outpatient Mental Health Care/Outpatient Substance Abuse Treatment	\$25 copayment
Inpatient Psychiatric Care/ Inpatient Substance Abuse Treatment	\$500 copayment per admission, up to 190 days lifetime maximum in a psychiatric hospital
Emergency Services You may go to any emergency room if you reasonably believe you need emergency care	Covered worldwide \$50 copayment, waived if admitted to hospital within 24 hours for the same condition
Prescription Drugs - Retail (up to 30-day supply)	\$15 generic; \$25 brand-name; \$40 non-formulary
Prescription Drugs - Mail Order (90-day supply)	\$30 generic; \$50 brand-name; \$80 non-formulary
Renal Dialysis	\$25 at network facility or Medicare facility
Radiation Therapy	\$25 copayment
Radiology Services Standard X-ray Films Specialized Scanning & Imaging Procedures: CT, SPECT, PET, MRI (with or without contrast media)	\$15 Primary Care Physician \$25 Specialist copayment, per office visit
Skilled Nursing Facility Care	Covered \$0/day for Days 1-20; \$50/day for Days 21-100; up to 100 days per benefit period** in a Medicare-certified Skilled Nursing Facility
Vision Care Examination for Eyeglasses (Refraction)	\$25 per visit for Medicare-covered eye exams
Hearing Services Routine Hearing Examination	\$25 per visit for Medicare-covered eye exams
Chiropractic Services	\$25 copayment per office visit; Medicare benefit only

* Inpatient Hospital copayments are not charged on a per-admission or daily basis. **Original Medicare hospital benefit periods do not apply.** For Inpatient Hospital, you are covered for an unlimited number of days as long as they hospital stay is medically necessary and authorized by UnitedHealthcare or contracting providers. When you are admitted to an Inpatient Hospital and then subsequently transferred to another Inpatient Hospital, you pay the copayment charged for the first hospital admission. You do not pay a copayment for the second hospital admission; the copayment is waived.

** A benefit period begins the day you go to a hospital. The benefit period ends when you have not received hospital or skilled care (in a SNF) for 60 consecutive days. If you go into the hospital after one benefit period has ended, a new benefit period begins. You must pay the skilled nursing facility care copayment, if applicable, for each benefit period. There is no limit to the number of benefit periods you can have.

Required Notices

The following are legal notices regarding your rights under the City-sponsored health plans

The City of Dallas is required to provide this information to you

CITY OF DALLAS

Notice of Privacy Practices – City of Dallas Health Plans

Effective date: April 14, 2003 Revised: September 10, 2014

This notice describes how medical information about you may be used and disclosed and how you may obtain access to this information. This notice addresses the changes set forth in the Final HIPAA Omnibus Rule. Please review carefully.

OUR PRIVACY PRINCIPLES

We are required by law to maintain the privacy of your protected health information and to inform you about

- the Plan's practices regarding the use and disclosure of your protected health information
- your rights with respect to your protected health information
- the Plan's duties with respect to your protected health information
- your right to file a complaint about the use of your protected health information
- whom you may contact for additional information about the Plan's privacy practices and
- any breach of your unsecured PHI

This notice explains how we may use and disclose your health information to provide benefits to you and our promise to protect your health information. We understand the importance of maintaining the privacy of this information. We are guided by your rights to make inquiries about how we use or disclose your health information. This notice describes rights according to you under the Privacy Rule and our legal obligations regarding them. We shall abide by the terms of this notice for all health or medical information we retain.

In this notice the terms "we," "our," and "health plans" are used interchangeably to refer to the health plans listed below. The term "health plans" describes the medical plans offered by the City of Dallas and listed below. The term "health information" refers to the information about you or a secondary subscriber to your plan that is used or disclosed to the health plans concerning your physical or mental health or the medical services you received, or your health insurance benefits and payments. Health information includes all identifying information you provide to the health plans to enroll for coverage or health benefits.

This notice applies to the following City of Dallas Health Plans:

UnitedHealthcare 75/25 Health Reimbursement Account Plan
UnitedHealthcare 70/30 Exclusive Provider Organization Plan (with \$3,000 deductible)
Caremark Pharmacy Services plan
UnitedHealthcare Flexible Spending Plans

If you have any questions regarding this notice, please contact the Privacy Officer:

Privacy Officer
Call Compliance Hotline: (855) 345-4022
Email: hipaacompliance@dallascityhall.com

HOW YOUR PROTECTED HEALTH INFORMATION MAY BE USED OR DISCLOSED

We may access your health information at various times depending on the action required to be completed to your account to maintain your health benefits. We may also document your conversations with the Benefits Division. Employees and business associates will have access to view your health information to perform certain activities for the health plans. They will be given access to your information to help you with your inquiries related to your plan. They may also access your information to perform business or administrative functions for the health plans. At all times, we take steps to ensure that no use or disclosure is inconsistent with the Privacy Rule. Your health records pertaining to your mental health (e.g. psychotherapy notes), substance or drug abuse, and alcohol abuse histories and information relating to HIV test results are subject to stricter disclosure rules under Texas law. We require your written authorization or that of your authorized representative to release this information when requested.

Required Notices (Continued)

The City has certified that your health information will not be used for any employment-related actions or decisions or activities that deviate from managing the health plans. Violations of these rules are subject to disciplinary action. Below, we describe the different ways we may use and disclose your health information and provide examples for the different disclosures.

Treatment

By itself, the health plans do not provide treatment services (but your health care provider or physician does). We (or the third-party plan administrator) may confirm your health benefits to a health care provider. For example, if your physician wishes to determine whether the plan covers a prospective treatment or medication, they may contact the health plan (or its third-party administrator) for this information.

We may also share your personal information (name, DOB, social security, address or other identifying information) with UnitedHealthcare, or Caremark Pharmacy Services, or other business associates who update the information we have on file for you in the health plans database(s). For example, a business associate may have access to the health plans' database(s) to add new or additional subscribers to your plan, to make changes to your benefits elections, or to update your profile information – in an effort to provide the most up-to-date information to facilitate the treatment activities of your health care provider.

To Pay Your Health Insurance Premiums or Benefits

The health plans may use and disclose your health information to obtain premiums for the health insurance, to pay for the health care services you receive (claims paid by third-party administrator), to subrogate a claim. For example, we may need to provide your health information to a different insurance company to obtain reimbursement for health care benefits provided under the health plans to you or a secondary subscriber. The health plans may also provide your health information to business associates (e.g. billing companies, claims processing companies) that engage in health care claims processing.

Plan Operations

We may use and disclose your protected health information for our health care operations activities. This interaction is needed to run the plans more efficiently and provide effective coverage. Health care operation activities could include: administering and reviewing the health plans, underwriting health plan benefits, determining coverage policies, performing business planning, arranging for legal and auditing services, customer service related training activities, or determining plan eligibility criteria, etc. Your information may be shared with business associates that perform a service for the health plans. Note, however, the health plans will never use genetic PHI for underwriting purposes.

The health plans will only disclose the minimum information necessary with respect to the amount of health information used or disclosed for these purposes. In other words, only information relating to the task being performed will be used or disclosed. Information not required for the task will not be used or disclosed.

The health plans may also contact you to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you.

To Business Associates

We may share your health information with third-party business associates who perform certain business activities for the health plans. Examples include consultants, billing or claims processing companies, interpreters, and auditors. Business associates are required through contract with us and by law to appropriately safeguard your PHI.

The health plans are also allowed to use or disclose your health information without your written authorization as required by law.

Disposal of Protected Health Information

Once we no longer need your protected health information we will either destroy it, return it, or if neither is feasible, we will store it securely and prohibit further uses and disclosures except to the extent use or disclosure is unavoidable.

Other Uses and Disclosures Requiring Your Authorization

We are prohibited from using or disclosing your health information if the use or disclosure is not covered by a situation above. We will ask for your written authorization for other uses or disclosures. If you give us your written authorization to use or disclose your protected health information, you may revoke that permission, in writing, at any time, but not for any actions we have already taken. If you revoke your permission, you must be specific about which entity's permission is being revoked.

RIGHTS YOU HAVE REGARDING YOUR HEALTH INFORMATION

Right to Inspect and Copy

You have the right to inspect and copy your health information that the Health Plan maintains for enrollment, payment, claims determination, or case or medical management activities, or that the Plan uses to make enrollment, coverage or payment decisions (the "designated record set"). However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings.

The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage. You must submit your request in writing to the Benefits Division. You may be charged a fee for the related costs, such as copying and mailing. If your request to inspect or copy your health information has been denied, you will be notified in writing of your rights of appeal at that time.

Required Notices (Continued)

Right to access electronic records

You may request access to your electronic health records (usually compiled by health care providers) or electronic copies of your PHI held in a designated record set, or you may request in writing or electronically that another person receive an electronic copy of these records. The electronic PHI will be provided in a mutually agreed-upon format, and you may be charged for the cost of any electronic media (such as a USB flash drive) used to provide a copy of the electronic PHI.

Right to Amend

If you feel that protected health information held in the Health Plan's official file is incorrect or incomplete, you must submit a written request that the information be amended; you must support the basis for your request. We are not required to grant your request if we do not maintain or did not create the information, or if it is correct. We must respond to your request within 60 days, unless a written notice of a 30-day extension is provided.

Right to an Accounting of Disclosures

You may seek an accounting of certain disclosures by requesting a list of the times we have shared your health information. Your request must be in writing. Your request should indicate in what form you want the list (for example, paper or electronically). The first list you request within a 12-month period will be free. For additional lists, you may be charged for the costs of providing the list. You will receive a response no later than 60 days from when we receive your request, unless a written notice of a 30-day extension is provided.

Right to Request Restrictions

You may request that we limit the way we use or share your health information. You should submit your request in writing. We will consider your request and respond accordingly. We are not required to agree to the request.

Right to Request Confidential Communications

You may request that we contact you in a certain way or at a certain location, for example, you can ask that we only contact you at work or by mail. Your request must specify how or where you wish to be contacted. Due to procedural or system limitations, in some instances, it may not be reasonable to send confidential communications to multiple addresses for persons who reside in the same household or derive coverage through the same individual participant. However, the health plans must accommodate your reasonable request to receive communication of PHI by alternative means or at alternative locations, if you clearly state that the disclosure of all or part of the information through normal processes could endanger you in some way. The Privacy Officer will monitor and manage this process according to protections afforded under applicable law.

Right to Receive Notice of A Breach

You may receive a notice from us regarding the breach of your unsecured health information if you are affected. We will inform you of the action we will take and how you can protect yourself from potential harm.

Receive a Copy of This Notice

You may ask for a paper copy of this notice by calling the Benefits Division at (855) 656-9114. You may also view this notice at the health plans website at www.cityofdallasbenefits.org.

Changes To This Notice

We reserve the right to change this notice and will distribute as required. We reserve the right to make the revised notice effective for health information we already have about you as well as any information we receive in the future. We will post the revised copy on the health plans' websites and distribute information about the update as required by the regulations.

Complaints and Questions

If you have questions regarding your privacy rights, please call the City of Dallas Privacy Officer at (214) 670-7953. If you believe your privacy rights have been violated, you may file a complaint by contacting the City of Dallas Privacy Officer at (214) 670-7953, by calling the Confidential Hotline at (855)-345-4022, by email at hipaacompliance@dallascityhall.com or with the Department of Health and Human Services. You will not be penalized for filing a complaint.

Human Resources Department	ATTN: Benefits Service Center 1500 Marilla Street, Room 1D South Dallas, TX 75201-6390 Phone: (855) 656-9114 Fax: (214) 659-7098
Health Plan Representatives	United Healthcare (UHC) EPO Plans (75/25/HRA & 70/30) Phone: (800) 736-1364 Caremark (CVS) - Prescription Services Phone: (855) 465-0023

Required Notices (Continued)

COBRA

What is COBRA?

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most employers with group health benefit plans to offer employees the opportunity to continue temporarily their group health care coverage under their employer's plan if their coverage otherwise would cease due to termination, layoff or other change in employment status (referred to as "qualifying events").

How long must COBRA continuation coverage be available?

- Up to 18 months for termination or reduction of hours
- Up to 29 months to employees who are determined to have been disabled at any time during the first 60 days of COBRA coverage and to the disabled employee's nondisabled beneficiaries
- Up to 36 months for spouses and dependents due to an employee's death, divorce or legal separation

What plans are subject to COBRA?

Group health, vision, dental and health care spending account (EMSP) plans are subject to COBRA.

What specific events can be qualifying events?

- Death of employee
- Voluntary or involuntary termination of employment (other than by reason of gross misconduct)
- Retirement
- Reduction in hours
- Divorce or legal separation
- Dependent child ceasing to be a dependent

How much does COBRA cost for City sponsored plans?

COBRA 70/30/\$3,000 EPO (100% Employee Contribution. Includes 2% admin)	
Coverage Level	Monthly Rates
Employee Only	\$348
Employee + Spouse	\$754
Employee + Child(ren)	\$651
Employee + Family	\$984

COBRA 75/25/HRA EPO (100% Employee Contribution. Includes 2% admin)	
Coverage Level	Monthly Rates
Employee Only	\$506
Employee + Spouse	\$1,009
Employee + Child(ren)	\$925
Employee + Family	\$1,309

COBRA Monthly Vision Plan Rates		
Coverage Level	Standard Plan	Buy-up Plan
Employee Only	\$4.89	\$5.88
Employee + Spouse	\$8.93	\$10.73
Employee + Child(ren)	\$9.37	\$11.26
Employee + Family	\$14.42	\$17.35

COBRA Monthly Dental Plan Rates			
Coverage Level	Dental PPO	Dental HMO	Dental EPO
Employee Only	\$24.61	\$7.92	\$18.38
Employee + Spouse	\$49.24	\$14.58	\$33.81
Employee + Child(ren)	\$50.21	\$14.65	\$33.99
Employee + Family	\$74.86	\$20.60	\$47.80

How do I enroll in COBRA?

You are required to notify the COBRA call center within 60 days of a qualifying event. The COBRA call center can be reached at (866) 747-0048. If you desire to extend your COBRA coverage through a disability extension, you must notify the plan of the disability. Once coverage is elected, payment must be made within 45 days from the date that the enrollment was received. Eligibility will not be updated until payment is made. COBRA participants can review and make changes to plan elections during the annual open enrollment period.

Required Notices (Continued)

WOMEN'S HEALTH CANCER RIGHTS ACT (WHCRA) ENROLLMENT NOTICE

If you have had or plan to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed
- Surgery and reconstruction of the other breast to produce a symmetrical appearance
- Prosthesis and
- Treatment of physical complications of the mastectomy, including lymphedema

The benefits provided are subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like additional information on WHCRA benefits, call your plan administrator at (800) 736-1364.

CONTINUATION OF HEALTH COVERAGE DURING FAMILY AND MEDICAL LEAVE (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) requires employers to provide up to a total of 12 weeks of unpaid, job-protected leave during any 12-month period to eligible employees for certain family and medical reasons. This provision is intended to comply with the laws and any pertinent regulations, and its interpretation is governed by them. See the City of Dallas Personnel Rules to find out how this continuation applies to you.

For the duration of FMLA leave, the employer must maintain the employee's health coverage. The employee may continue the plan benefits for himself or herself and his or her dependents on the same terms as if they employee had continued to work. The employee must pay the same contributions toward the cost of the coverage that he or she made while working. If the employee fails to make the payments on a timely basis, the employer, after giving the employee written notice, can end the coverage during the leave if payment is more than 30 days late. Upon return from a FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. The use of a FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

NEWBORNS' ACT DISCLOSURE

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider—after consulting with the mother—from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not—under Federal law—require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

IMPORTANT NOTICE ABOUT YOUR PRESCRIPTION DRUG COVERAGE & MEDICARE

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the City of Dallas and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. The City of Dallas has determined that the prescription drug coverage offered by United MedicareRx offered by United Healthcare is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th. However, if you lose your current creditable prescription drug coverage—through no fault of your own—you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

Required Notices (Continued)

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you are enrolled in the City's Active employee or Pre-65 retiree EPO health plan; that coverage pays for medical expenses in addition to prescription drug expenses which are included the plan's design. As a retiree, if you decide to join a non-City of Dallas sponsored Medicare drug plan, your current City of Dallas coverage will be affected as you cannot be enrolled in two plans. If you decide to join a Medicare drug plan as a retiree that is not sponsored by the City of Dallas and drop your current City of Dallas coverage, be aware that you and your dependents will not be able to get this coverage back. See pages seven through nine of the CMS Disclosure of Creditable Coverage To Medicare Part D Eligible Individuals Guidance (available at <http://www.cms.hhs.gov/CreditableCoverage/>), which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with the City of Dallas and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage.

For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage

Please contact the Benefits Service Center at (855) 656-9114 or send written correspondence to the address listed at the end of this notice.

NOTE: This notice will be provided in each annual enrollment guide and if this coverage through the City of Dallas changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage, visit www.medicare.gov. Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help. Call 800-MEDICARE (800-633-4227). TTY users should call (877) 486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at (800) 772-1213 (TTY: (800) 325-0778).

Remember: If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty). To receive a copy of this notice, please use the contact information listed below.

City of Dallas
Benefits Service Center
1500 Marilla Street, 1D-South,
Dallas, TX 75201
Phone: (855) 656-9114

Required Notices (Continued)

SPECIAL ENROLLMENT NOTICE

If you decline enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for your other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption or place for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days following the marriage, birth, adoption or placement for adoption.

To request special enrollment or obtain more information, contact the Benefits Service Center at (855) 656-9114.

WELLNESS PROGRAM DISCLOSURE

If it is unreasonably difficult for you to achieve the standards for a reward under the wellness program due to a medical condition, or if it is medically inadvisable for you to attempt to achieve the standards for the reward under this program, call the Benefits Service Center at (855) 656-9114, and we will work with you to develop another way to qualify for the reward.

PREMIUM ASSISTANCE UNDER MEDICAID AND THE CHILDREN'S HEALTH INSURANCE PROGRAM (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS-NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call (866) 444-EBSA (3272).

Texas Residents

Website: <http://www.gethipptexas.com>

Phone: (800) 440-0493.

To see if any other states have added a premium assistance program since July 31, 2014, or for more information on special enrollment rights, contact either:

U. S. Department of Labor

Employee Benefits Security Administration

Website: www.dol.gov/ebsa

Phone: (866) 444-EBSA (3272)

OMB Control Number 1210-0137 (expires 10-31-2016)

U. S. Department of Health and Human Services

Centers for Medicare and Medicaid Services

Website: www.cms.hhs.gov

Phone: (877) 267-2323, Ext. 61565

Directory

City of Dallas HR-Benefits Service Center	www.cityofdallasbenefits.org (855) 656-9114
City of Dallas	www.dallascityhall.com
Medical Plan (UnitedHealthcare)	Member Services (800) 736-1364 myNurseLine (800) 586-6875 www.myuhc.com
Pharmacy Plan (CVS/Caremark)	(855) 465-0023 www.caremark.com
Vision Plan (UnitedHealthcare)	(800) 638-3120 www.myuhcvision.com
Dental Plan (UnitedHealthcare)	Dental HMO : (800) 232-0990 Dental PPO and EPO : (877) 816-3596 www.myuhcdental.com
COBRA (UnitedHealthcare)	(866) 747-0048 www.uhcservices.com
Employee Retirement Fund	(214) 580-7700 / (877) 246-1791 www.dallaserf.org
Dallas Police and Fire Pension	(800) 638-3861 www.dpfp.org
Wellness (WellAware)	http://dallascityhall.com/human_resources/wellaware
UnitedHealthcare Group Medicare Advantage	To ask questions, enroll or change plans: (800) 950-9355 www.uhcretiree.com
Medicare Part D Prescription Plan (UnitedHealthcare)	To ask questions only: (800) 981-6648 To enroll or change plans: (855) 656-9114 www.unitedmedicarerx.com
AARP	(800) 392-7537 www.aarphealthcare.com

**Human Resources Department
Benefits Service Center**

1500 Marilla Street, Room 1DS

Dallas, TX 75201

Phone: (855) 656-9114

Fax: (214) 659-7098

Open 8:15 a.m. - 5:15 p.m. (Monday-Friday)



City of Dallas

About this Guide

This 2015 Benefits and Enrollment Guide describes, in non-technical language, the essential features of the City of Dallas Health Benefits Plan (The Plan). This Guide has been prepared as a reference only. It is not an official Master Plan Document for the City of Dallas Health Benefits Plan, which includes dental, vision, life and voluntary benefits. The terms and conditions of coverage under The Plan are determined solely by the Master Plan Document as adopted by the City of Dallas City Council. If there is a difference between what you read in this Guide and what you read in the official Summary Plan Document (SPD), the official Master Plan Document will govern.

KEY FOCUS AREA: Public Safety
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): All
DEPARTMENT: Police
CMO: Eric Campbell, 670-3255
MAPSCO: N/A

SUBJECT

Authorize **(1)** an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant in the amount of \$79,943 from the Texas Department of Transportation for a statewide Driving While Intoxicated enforcement campaign to operate during various holiday periods for the period December 1, 2014 through September 30, 2015; **(2)** a required City match in the amount of \$21,984 for pension costs; and **(3)** execution of the grant agreement - Total not to exceed \$101,927 - Financing: Current Funds (\$21,984) and Texas Department of Transportation Grant Funds (\$79,943)

BACKGROUND

We applied for these funds October 31, 2014 and received notice of the award on November 17, 2014. If we are unable to make the December 10, 2014 agenda, we will not be able to utilize the Christmas/New Years wave of this grant. The Impaired Driver Mobility grant provides for the reimbursement of overtime salaries paid to officers enforcing Driving while Intoxicated and driving under the Influence laws at targeted locations throughout the City of Dallas. This grant is one of the "Wave" grants from TXDOT that are part of the national traffic safety plan and are awarded to TXDOT grant recipients. The grant is for the increased enforcement of DWI/DUI laws during the following periods: December 19, 2014 - January 2, 2015, March 7- 22, 2015, June 26 - July 7, 2015, and August 21 - September 7, 2015.

The Traffic Section of the Field Services Division is requesting this item. The grant award is for a one year period for fiscal year 2014-15. The total amount of the grant is \$79,942.74, with a city required match of \$21,984.25 (Pension). The effective dates of the grant are listed above.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on June 25, 2003, by Resolution No. 03-1863.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on November 12, 2003, by Resolution No. 03-3107.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on June 23, 2004, by Resolution No. 04-3105.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on August 10, 2005, by Resolution No. 05-2210.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on August 9, 2006, by Resolution No. 06-1969.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 13, 2006, by Resolution No. 06-3410.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 12, 2007, by Resolution No. 07-3720.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 10, 2008, by Resolution No. 08-3360.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 9, 2009, by Resolution No. 09-3038.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 8, 2010, by Resolution No. 10-3063.

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

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 14, 2011, by Resolution No. 11-3350.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 12, 2012, by Resolution No. 12-3055.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 11, 2013, by Resolution No. 13-2151.

FISCAL INFORMATION

\$ 79,942.74 - Texas Department of Transportation Grant Funds

\$ 21,984.25 - Current Funds

December 10, 2014

WHEREAS, the Texas Department of Transportation has made the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant funds available for overtime salaries for a statewide Driving While Intoxicated Enforcement Campaign during various holiday periods, for the period December 1, 2014 through September 30, 2015; and

WHEREAS, the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant will provide \$79,942.74; and

WHEREAS, the City of Dallas contributes a city match of \$21,984.25 for pension costs; and

WHEREAS, it is in the best interest of the City of Dallas to apply for and accept such funding.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to apply for and accept the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant No. 2015-Dallas-IDM-00044, CFDA #20.616 in the amount of \$79,942.74 and execute the grant agreement.

Section 2. That the City Manager is hereby authorized to establish the appropriation in the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant fund in the amount of \$79,942.74, in Fund F448, Department DPD, Unit 1969, Object 3899.

Section 3. That the City Controller is hereby authorized to deposit grant funds in the amount of \$79,942.74 into Fund F448, Department DPD, Unit 1969, and Revenue Source 6506.

Section 4. That the City Controller is hereby authorized to disburse grant funds from Fund F448, Department DPD, Unit 1969, Object 3090; to reimburse Fund 0001, Department DPD, Unit 2127, Object 5011 for overtime expenses incurred.

Section 5. That the City Controller is authorized to provide the required city match in an amount not to exceed \$21,984.25 from Fund 0001, Department DPD, Unit 2127, Object Code 1302.

December 10, 2014

Section 6. That the City Manager is hereby authorized to reimburse to the Texas Department of Transportation any expenditure identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

Section 7. That the City Manager shall keep the appropriate City Council Committee informed of all final Texas Department of Transportation monitoring reports not later than 30 days after the receipt of the report.

Section 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): 6

DEPARTMENT: Sustainable Development and Construction
City Attorney's Office
Public Works Department

CMO: Ryan S. Evans, 671-9837
Warren M.S. Ernst, 670-3491
Jill A. Jordan, P.E., 670-5299

MAPSCO: 22G

SUBJECT

Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Curl Floor Equipment and Supply, Inc., et al., Cause No. CC-13-05800-B, pending in Dallas County Court At Law No. 2, for acquisition from Curl Floor Equipment and Supply, Inc., of approximately 9,120 square feet of land located near the intersection of Royal and Goodnight Lanes for the Goodnight Lane Street Improvement Project; and **(2)** settlement of the condemnation proceeding for an amount not to exceed the amount of the award - Not to exceed \$105,000, increased from the previously authorized \$285,000 (\$280,000, plus closing costs and title expenses not to exceed \$5,000) to \$390,000 (\$385,000, plus closing costs and title expenses not to exceed \$5,000) - Financing: General Obligation Commercial Paper Funds (\$105,000)

BACKGROUND

This item authorizes deposit of the amount awarded by the Special Commissioners for the acquisition of approximately 9,120 square feet of land. The final offer of \$280,000 was based on a written appraisal from an independent certified appraiser. The offer was not accepted by the owners and the City filed an eminent domain case to acquire the land. After a hearing, the Special Commissioners awarded \$385,000.

The City has no control over the Special Commissioners appointed by the judge or any award that is subsequently rendered by the Special Commissioners. The City, in order to acquire possession of the property and proceed with its improvements, must deposit the amount awarded by the Special Commissioners in the registry of the Court.

This item is on the addendum due to the funding language needing additional analysis and such language was revised and approved after the consent agenda deadline.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized acquisition on December 12, 2012, by Resolution No. 12-3011.

Council was briefed in Closed Session on December 3, 2014.

FISCAL INFORMATION

2006 Bond Program (General Obligation Commercial Paper Funds) - \$105,000

OWNER

Curl Floor Equipment and Supply, Inc.

David Ray Curl, President

MAP

Attached

6551

GOODNIGHT LANE

6550

6549

ROYAL LANE

EMERALD LANE

6545

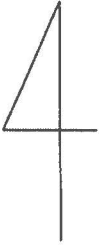


A/6546



SUBJECT AREA

NTS



December 10, 2014

A RESOLUTION AUTHORIZING THE DEPOSIT OF A SPECIAL COMMISSIONERS AWARD AND SETTLEMENT OF THE CONDEMNATION LAWSUIT AND IF OBJECTIONS ARE FILED THE LAWSUIT ARISING FROM THE CONDEMNATION LAWSUIT FOR THE AWARD.

IN THIS RESOLUTION THE FOLLOWING DEFINITIONS SHALL APPLY:

CONDEMNATION LAWSUIT: Cause No. CC-13-05800-B, in Dallas County Court at Law No. 2, and styled City of Dallas v. Curl Floor Equipment and Supply, Inc., et al., filed pursuant to City Council Resolution No. 12-3011.

PROPERTY: Approximately 9,120 square feet of land located in Dallas County, as described in the Condemnation Suit.

PROJECT: Goodnight Lane Phase I Project

OFFICIAL OFFER: \$280,000

AWARD: \$385,000

CLOSING COSTS AND TITLE EXPENSES: Not to exceed: \$5,000

AUTHORIZED AMOUNT: Not to exceed: \$390,000

DESIGNATED FUNDS: \$105,000 from Street and Transportation Improvements Fund, Fund No. 2T22, Department PBW, Unit U788, Activity THRF, Program No. PB06U788, Object 4210, Encumbrance No. CT-SUSCAU78869; \$285,000 Street and Transportation Improvement Fund, Fund No. 1T22, Department PBW, Unit U788, Activity THRF, Program No. PB06U788, Object 4210, Encumbrance No. CT-SUSAB036214.

WHEREAS, the OFFICIAL OFFER having been made and refused, the City Attorney filed the CONDEMNATION LAWSUIT for the acquisition of the PROPERTY for the PROJECT; and,

WHEREAS, the Special Commissioners appointed by the Court in the CONDEMNATION LAWSUIT made an Award which the City Council wishes to deposit with the County Clerk of Dallas County, Texas, so that the City may take possession of the PROPERTY; and,

December 10, 2014

WHEREAS, the City Council desires to authorize the City Attorney to settle the CONDEMNATION LAWSUIT and, if objections are filed, the lawsuit arising from the CONDEMNATION LAWSUIT for an amount not to exceed the AWARD; **Now, Therefore,**

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

SECTION 1. That the City Controller is hereby authorized and directed to issue a check, paid out of and charged to the DESIGNATED FUNDS, in the amount of the AWARD payable to the County Clerk of Dallas County, Texas, to be deposited by the City Attorney with the Clerk and in the amount of the CLOSING COSTS and TITLE EXPENSES payable to the title company closing the transaction described herein. The AWARD, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 2. That the City Attorney is authorized to settle the CONDEMNATION LAWSUIT, and if objections are filed, the lawsuit arising from the CONDEMNATION LAWSUIT, for an amount not to exceed the AWARD.

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:
WARREN M. S. ERNST, CITY ATTORNEY**

BY: _____


Assistant City Attorney

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): Outside City Limits

DEPARTMENT: Sustainable Development and Construction
City Attorney's Office
Water Utilities

CMO: Ryan S. Evans, 671-9837
Warren M.S. Ernst, 670-3491
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. DP Resources, LLC, et al., Cause No. CC-13-07113-E, pending in Dallas County Court at Law No. 5, to acquire approximately 122,319 square feet of land located adjacent to the south side of IH-20 and the original Trinity River Channel, Hutchins, Dallas County, Texas for the Southwest 120/96-inch Water Transmission Pipeline Project; and **(2)** settlement of the condemnation proceeding for an amount not to exceed the amount of the award - Not to exceed \$12,228, increased from the previously authorized \$14,232 (\$12,232, plus closing costs and title expenses not to exceed \$2,000) to \$26,460 (\$24,465, plus closing costs and title expenses not to exceed \$1,995) - Financing: Water Utilities Capital Construction Funds (\$12,228)

BACKGROUND

This item authorizes deposit of the amount awarded by the Special Commissioners for the acquisition of approximately 122,319 square feet of land. A final offer of \$12,232 was made based on a written appraisal from an independent certified appraiser. The offer was not accepted by the owners and the City filed an eminent domain proceeding to acquire the land. A new appraiser prepared a report for the hearing and the fair market value as of the date of the hearing was \$24,465. After the hearing, the Special Commissioners awarded \$24,465.

The City has no control over the Special Commissioners appointed by the judge or any award that is subsequently rendered by the Special Commissioners. The City, in order to acquire possession of the property and proceed with its improvements, must deposit the amount awarded by the Special Commissioners in the registry of the Court.

BACKGROUND (Continued)

This item is on the addendum due to the funding language needing additional analysis and such language was revised and approved after the consent agenda deadline.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 27, 2013, City Council approved Resolution No. 13-0520 authorizing the acquisition of real property and condemnation.

Council was briefed by memorandum on December 5, 2014.

FISCAL INFORMATION

Water Utilities Capital Construction Funds - \$12,228

OWNER

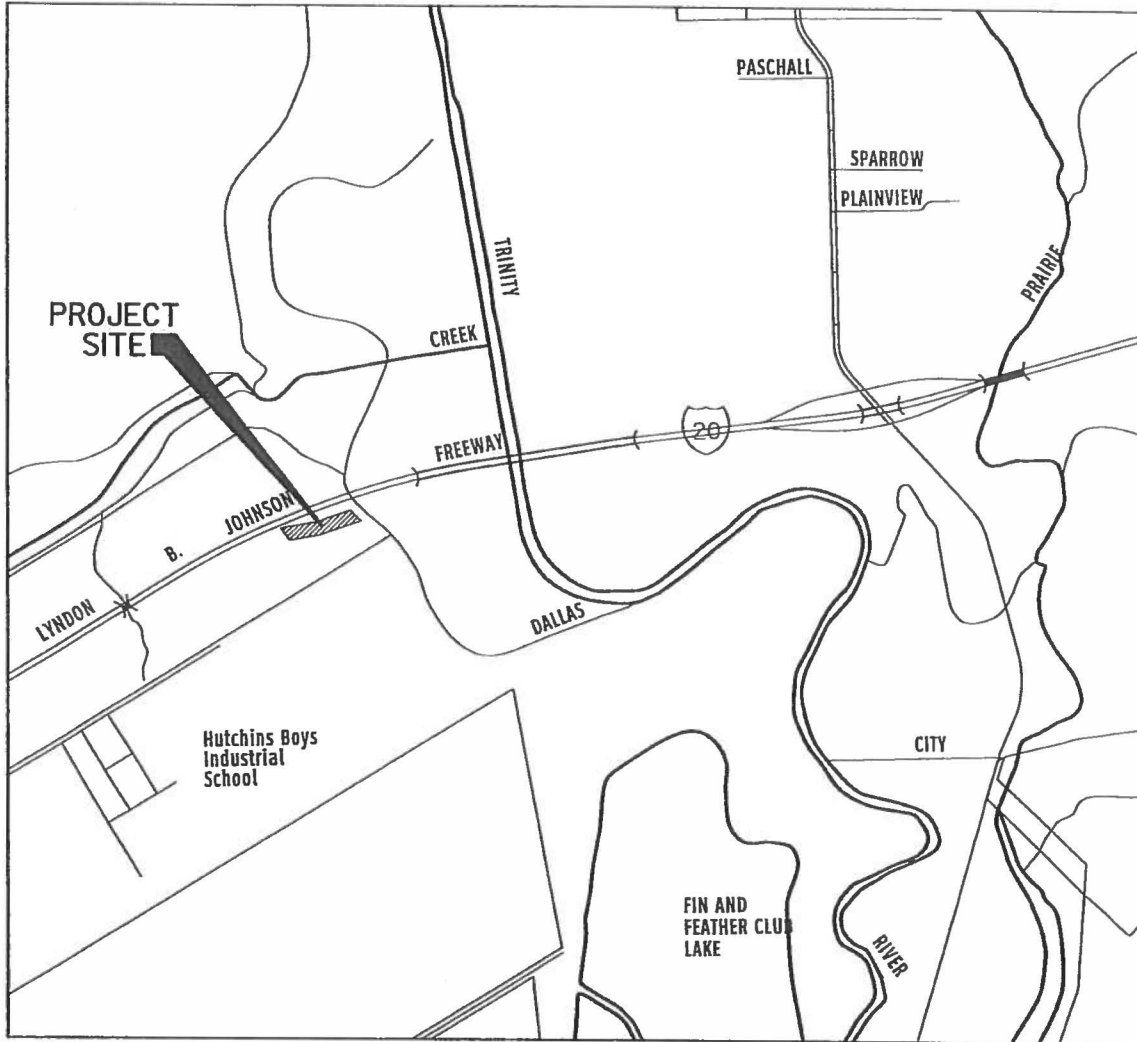
DP Resources, LLC

William T. Slaton, Manager

MAP

Attached

PARCEL E-126
CITY OF DALLAS RIGHT-OF-WAY
2.808 ACRE TRACT
ULRICH WUTHRICH SURVEY, ABSTRACT NUMBER 1518
CITY OF HUTCHINS, DALLAS COUNTY, TEXAS



LOCATION MAP
NOT TO SCALE

RCHZE IR16570 B-0111.dwg

Design

I:\28000\028143\CADD\LOCATOR MAPS\1518_LCNMAP-28143.dwg

06/20/10 10:01:48 AM mh2419 DWG

December 10, 2014

A RESOLUTION AUTHORIZING THE DEPOSIT OF THE AWARD OF SPECIAL COMMISSIONERS AND SETTLEMENT OF THE CONDEMNATION PROCEEDINGS AND IF OBJECTIONS ARE FILED THE LAWSUIT ARISING FROM THE CONDEMNATION PROCEEDING FOR THE AWARD.

IN THIS RESOLUTION THE FOLLOWING DEFINITIONS SHALL APPLY:

"CONDEMNATION PROCEEDING": Cause No. CC-13-07113-E, in Dallas County Court at Law No. 5, and styled City of Dallas v. DP Resources, LLC, et al., filed pursuant to City Council Resolution No. 13-0520.

"PROPERTY": Approximately 122,319 square feet of land located in Dallas County, as described in the Condemnation Suit.

"PROJECT": Southwest 120/96-inch Water Transmission Pipeline Project

"OFFICIAL OFFER": \$12,232

"AWARD": \$24,465

"CLOSING COSTS AND TITLE EXPENSES": \$1,995

"AUTHORIZED AMOUNT": \$26,460

"DESIGNATED FUNDS": \$9,334 from Water Utilities Capital Improvement Funds, Fund No. 2115, Department DWU, Unit PW40, Activity MP5A, Program No. 706623, Object 4210, Encumbrance No. CT-DWU706623CPAG, \$4,898 from Water Utilities Capital Improvement Funds, Fund No. 2115, Department DWU, Unit PW40, Activity MP5A, Program No. 706623, Object 4210, Encumbrance No. CT-DWU706623CPAGA, \$12,228 from Water Utilities Capital Construction Funds, Fund No. 0102, Department DWU, Unit CW40, Activity MP5A, Program No. 706623, Object 4210, Encumbrance No. CT-DWU706623CPDP.

WHEREAS, the OFFICIAL OFFER having been made and refused, the City Attorney filed the CONDEMNATION PROCEEDING for the acquisition of the PROPERTY for the PROJECT; and,

WHEREAS, the Special Commissioners appointed by the Court in the CONDEMNATION PROCEEDING made an Award which the City Council wishes to deposit with the County Clerk of Dallas County, Texas, so that the City may take possession of the PROPERTY; and,

December 10, 2014

WHEREAS, the City Council desires to authorize the City Attorney to settle the CONDEMNATION PROCEEDING and, if objections are filed, the lawsuit arising from the CONDEMNATION PROCEEDING for an amount not to exceed the AWARD; **Now, Therefore,**

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

SECTION 1. That the City Controller is hereby authorized and directed to issue a check, paid out of and charged to the DESIGNATED FUNDS, in the amount of the AWARD payable to the County Clerk of Dallas County, Texas, to be deposited by the City Attorney with the County Clerk and in the amount of the CLOSING COSTS and TITLE EXPENSES payable to the title company closing the transaction described herein. The AWARD, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 2. That the City Attorney is authorized to settle the CONDEMNATION PROCEEDING for an amount not to exceed the AWARD.

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

Warren M. S. Ernst
City Attorney

By: _____



Assistant City Attorney

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 6
DEPARTMENT: Sustainable Development and Construction
Fire
Police
CMO: Ryan S. Evans, 671-9837
Eric Campbell, 670-3255
MAPSCO: 11A-Q

SUBJECT

Authorize a 14 year lease agreement with CW MF1 Land, Ltd. for approximately 2,500 square feet of office space located at 3015 Chapel Oaks Drive for a Fire and Rescue and Police station for the period December 15, 2014 through December 14, 2028 - Not to exceed \$4,254 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This item authorizes a lease agreement for approximately 2,500 square feet of office space located at 3015 Chapel Oaks Drive. This lease will be used for the Fire and Rescue full engine station and the Police Department's office space at the Cypress Waters community. This item provides the City will pay as rent its proportionate share of the annual operating costs. The first year's estimated operating costs shall be \$354.44 per month beginning the first day of the second full calendar month of the lease term.

Cypress Waters is a 1,000 acre master planned development of office, multi-family and retail space centered around a 362 acre lake. The developer is providing space for the Fire and Rescue and Police Departments in order to provide services to this area.

The lease will begin on December 15, 2014 through December 14, 2028.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

\$4,253.29 – Current funds (subject to annual appropriations)

OWNER

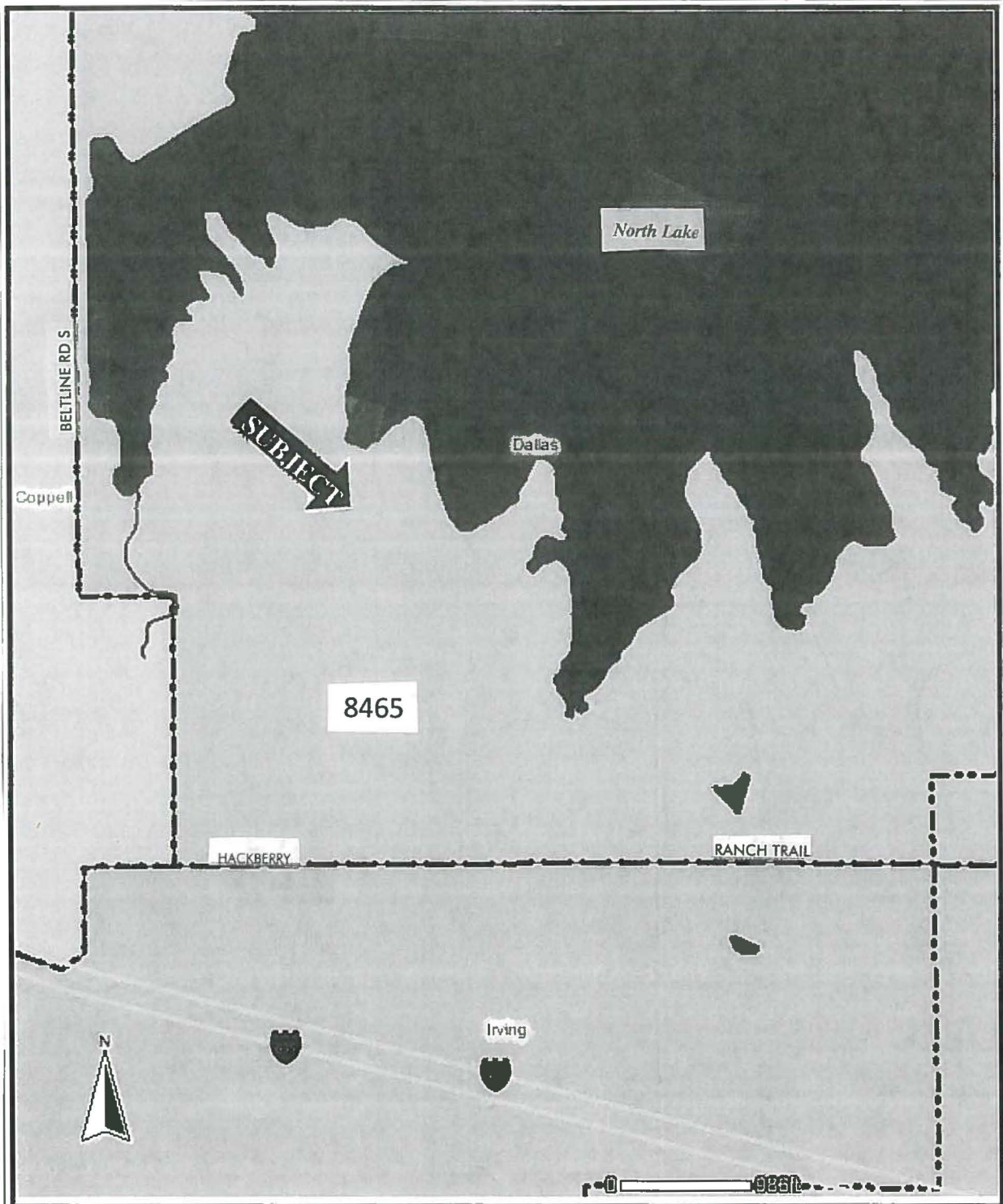
CW MF1 Land, Ltd.

Billingsley 380 North GP, L.L.C.

Lucy Billingsley, Manager

MAP

Attached



SUBJECT: 3015 Chapel Oaks Drive

December 10, 2014

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

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a lease agreement (the "Lease") between CW MF1 Land, Ltd., a Texas limited partnership, or its successor and assigns, as landlord, hereinafter referred to as "Landlord", and the City of Dallas, as tenant, hereinafter referred to as "City" for approximately 2,500 square feet of office space located at 3015 Chapel Oaks Drive, Dallas, Dallas, County, Texas ("Premises") to be used as stations and operations for the Dallas Fire and Rescue and Dallas Police Department's emergency services.

SECTION 2. That the special terms and conditions of the lease are:

- a) The lease is for a term of fourteen (14) years beginning December 15, 2014 and ending on the earlier of (i) December 14, 2028 or (ii) the date City constructs and occupies permanent fire and police stations serving the Cypress Waters area.
- b) The Landlord agrees to provide the City with a Certificate of Occupancy acceptable to City.
- c) The Landlord agrees to provide the City with a Certified Asbestos Survey acceptable to City.
- d) The City shall pay as rent its proportionate share of the annual Operating Costs as defined, calculated, and apportioned in the Lease and subject to annual appropriations. The first year's Operating Costs payments shall be \$354.44 per month beginning on February 1, 2015. Payments shall begin on the first day of the second full calendar month of the Lease term. The Operating Costs shall be recalculated and adjusted annually to reflect estimated amounts for the coming year and account for any prior year overages or shortfalls.
- e) The City shall have twenty-four (24) hour a day, seven (7) days a week occupancy of the Premises, including but not limited to housing and sleeping of crews, housing and maintenance of equipment and vehicles, fuel storage, and all other activities associated with police and fire stations.

December 10, 2014

- f) The City shall pay ten (10) percent per annum on all past due payments required under the Lease.
- g) The Landlord shall be responsible for the building's structure (as defined by the Lease) and the equipment and systems serving the building, common area and Premises.
- h) The City, at its sole cost and expense, shall provide certain leasehold improvements to the leased Premises as specified in the Lease.
- i) The City shall repair and maintain all City installed improvements and systems, skylights, windows, glass or plate glass, doors or overhead doors, special fronts, office entries, dock bumpers, dock plates or levelers, loading areas and docks, loading dock equipment, , loading docks, sump pumps, dock well, dock equipment and loading area, dock doors, dock seals, overhead doors, levelers and similar leveling equipment, interior walls and the interior side of demising walls, and HVAC system serving the City's Premises exclusively
- j) The Landlord shall repair and maintain the plumbing, water, fire sprinkler system and sewer lines up to points of common connection, entries, doors, ceilings and windows, heating, ventilation and air conditioning systems, including evaporative units, and other building and mechanical systems serving the Premises.
- k) The Landlord shall maintain the common areas and facilities, halls, common area restrooms, parking areas, driveways, alleys and grounds surrounding the Premises.
- l) The Landlord shall maintain, repair and/or replace the exterior of the building structure, including painting, landscaping irrigation sprinkler systems and sewage lines.
- m) The City shall pay all charges for utilities (either directly metered or as a part of annual operating costs) and janitorial services.
- n) The City shall be responsible for the installation, maintenance and expense of its own telephone, communication and security services.
- o) The City shall provide Landlord with a certificate of self-insurance, if requested.

December 10, 2014

- p) The City shall comply with the Building Rules and Regulations.
- q) The City shall pay all personal property taxes on its equipment and furniture.
- r) The City will have access to the off-site fitness center.
- s) The City reserves the right to terminate the lease on the last day of any current fiscal year due to non-appropriation of funds.
- t) Landlord may require relocation of the City to other comparable facilities as provided in the Lease.
- u) The Lease may contain such other commercially reasonable provisions as the City Manager and the City Attorney deem appropriate.

SECTION 3. That the City Controller is hereby authorized to draw warrants for the Operating Expenses payable to CW MF1 Land, Ltd. or its successors and assigns, on the first day of each month in advance beginning February 1, 2015, and charge eighty-six (86) percent of said amounts to Fund 0001, Department DFD, Unit ER00, Object Various, Vendor No. VS87016 and Encumbrance No. DFDCWER58-15; and fourteen (14) percent of said amounts to Fund 0001, Department DPD, Unit 2122, Object 3330, Vendor No. VS87016 and Encumbrance No. DPDLEAS15C11 (all fiscal years subject to annual appropriations).

February 1, 2015 – December 14, 2015 \$354.44 per month
(adjusted annually and subject to annual appropriation)

After December 14, 2015, the operating costs shall be recalculated and adjusted annually to reflect estimated amounts for the coming year and account for any prior year overages or shortfalls.

SECTION 4. That the City Controller is hereby authorized to draw warrants payable to the respective telephone, janitorial, communications and security companies upon receipt of a bill for services or other applicable charges throughout the term of the lease.

December 10, 2014

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
Warren M. S. Ernst, City Attorney

BY:  _____
Assistant City Attorney

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 3
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 43S W X

SUBJECT

A resolution declaring approximately 24 acres of City-owned land contained in Joey Georgusis Park, unwanted and unneeded, located near the intersection of Pinnacle Park Boulevard and Pinnacle Point Drive, and authorizing its advertisement for sale and/or exchange by sealed bid with a minimum bid requirement of \$517,967 - Financing: No cost consideration to the City

BACKGROUND

This item will declare approximately 24 acres of City-owned land contained in Joey Georgusis Park, unwanted and unneeded, located near the intersection of Pinnacle Park Boulevard and Pinnacle Point Drive, and authorizing its advertisement for sale and/or exchange by sealed bid. The advertisement will establish the minimum bid requirement and state that the City of Dallas reserves the right to reject any and all bids received.

This property will be advertised for sale and/or exchange with a reservation of all oil, gas and other minerals in and under the property and a restriction prohibiting the placement of industrialized housing. The advertisement will be posted in the local newspaper and on the Real Estate website.

The current zoning for this property is Industrial Research District. This land will return to the tax rolls upon conveyance.

This item is on the addendum because review of this transaction was not completed until after the agenda deadline.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

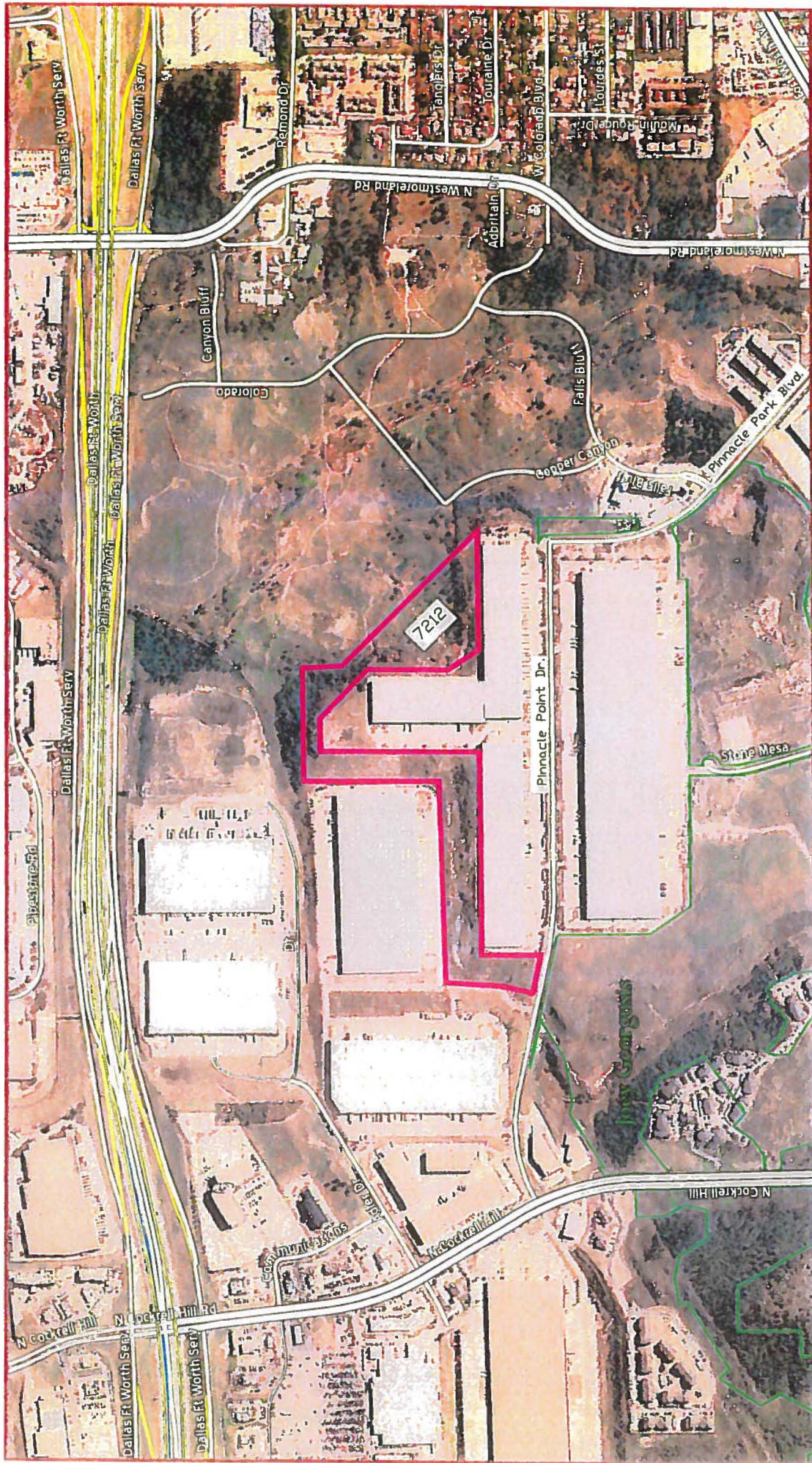
This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached



Joey Georguis Park
Park Land Sale



SUBJECT AREA

December 10, 2014

WHEREAS, the City of Dallas is the owner of a tract of unwanted and unneeded city park land contained in Joey Georgusis Park, located near the intersection of Pinnacle Park Boulevard and Pinnacle Point Drive in Dallas County, Texas (the “property”), and more particularly described below; and

WHEREAS, on May 11, 2013, in accordance with Ordinance Nos. 28938 and 28939, as amended, an election was held and the majority of the voting public authorized the City Council to: (1) convey by sale or exchange the property and (2) use the proceeds of the conveyance for the enhancement of the City of Dallas park and recreation system; and

WHEREAS, on May 22, 2013, by Resolution No. 13-0910, the City Council accepted the results of the public’s vote and said property was deemed unwanted and unneeded surplus land; and

WHEREAS, said City property is currently developable and must be disposed of by sealed bid in compliance with State law; and

WHEREAS, the City of Dallas has need for land on or near the property for park purposes; and

WHEREAS, the City of Dallas will consider as part of the bid for the surplus land, cash or credit for exchange of property rights; provided that the minimum bid has a cash fair market value of not less than \$517,967.

Now, Therefore,

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

SECTION 1. That the property, as more particularly described below, is declared unwanted and unneeded by the City Council and is to be advertised for sale and/or exchange pursuant to State law, with the minimum bid as specified:

Parcel No. 1, Containing approximately 24 acres of land in Block 7212, Dallas County, Texas, located at 4524 W. Davis Street, near the intersection of Pinnacle Park Boulevard and Pinnacle Point Drive - **Minimum Bid \$517,967, which amount may be in cash, credit for exchange of needed property rights or a combination of both.**

SECTION 2. That the Director of Sustainable Development and Construction is authorized to advertise the property for sale and/or exchange.

December 10, 2014

SECTION 3. That the advertisement of the property shall state:

- a) that the City of Dallas reserves the right to reject any and all bids received and all sales are subject to approval by the Dallas City Council;
- b) that the sale shall be by Deed Without Warranty in a form approved by the City Attorney;
- c) that in the City's determination of the highest and best bid received for the sale and/or exchange of the surplus land, the City has a need for additional land needed for park purposes; provided, however, that any property rights offered for exchange be conveyed by instrument, approved as to form by the City Attorney, conveying good and indefeasible title to the exchange property rights, free and clear of all liens and encumbrances and subject only to such title exceptions as shall be deemed acceptable by the City Attorney. An Environmental Phase I report must be included on land to be considered for exchange; and
- d) that the sale shall be subject to the terms, covenants, conditions, reservations, restrictions, and exceptions of this authorizing resolution, including without limitation the following:
 - i) a restriction prohibiting the placement of industrialized housing on the property; and
 - ii) any and all visible and apparent easements and encroachments whether of record or not; and
 - iii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record and applicable to the property or any part thereof, including without limitation those in favor of the City of Dallas; and
 - v) standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by **GRANTEE**.
- e) that, to the maximum extent allowed by law, the sale shall be strictly on an "AS IS, WHERE IS, WITH ALL FAULTS" basis; and
- f) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

December 10, 2014

SECTION 4. That as a material part of the consideration for the sale, the **GRANTEE** and the City shall acknowledge and agree and provide in any relevant instrument that, to the maximum extent allowed by law, (a) **GRANTEE** is taking the property "AS IS, WHERE IS, WITH ALL FAULTS", (b) the City disclaims responsibility as to the accuracy or completeness of any information relating to the property, (c) **GRANTEE** assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders, and (d) the City expressly disclaims and **GRANTEE** expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the property. Without limiting the foregoing, the City makes no representations of any nature regarding the property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the property, including without limitation, the water, soil and geology, and the suitability thereof and the property for any and all activities and uses which **GRANTEE** may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulation as now or hereafter promulgated.

December 10, 2014

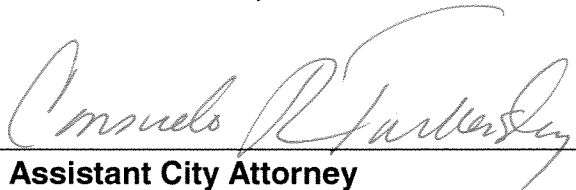
SECTION 5. That any procedures required by Code Section 2-24 that are not required by state law are hereby waived with respect to this transaction.

SECTION 6. That all closing costs and title expenses, including without limitation costs of title insurance, if desired, shall be paid by **GRANTEE**.

SECTION 7. That the property is now on the exempt tax roll, and taxes for the remaining part of the then current calendar year shall be assessed from the date of closing.

SECTION 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**APPROVED AS TO FORM:
WARREN M. S. ERNST, CITY ATTORNEY**

BY: 
Assistant City Attorney

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 6
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 44U

SUBJECT

An ordinance abandoning a portion of Eastus Drive to 604 Fort Worth Ave Apartment Investors LLC, the abutting owner, containing approximately 26,763 square feet of land, located near the intersection of Eastus Drive and Fort Worth Avenue and providing for the dedication of approximately 5,876 square feet of land needed for public access, and providing for the dedication of approximately 1,541 square feet for a sidewalk easement, and authorizing the quitclaim - Revenue: \$308,083, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of Eastus Drive to 604 Fort Worth Ave Apartment Investors LLC, the abutting owner. The area will be included with the property of the abutting owner for a mixed use development. The owner will dedicate approximately 5,876 square feet of land for needed public access and approximately 1,541 square feet of land for a sidewalk easement. The abandonment fee is based on an independent appraisal.

Notices were sent to 12 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

This item is on the addendum because the transfer of ownership information was received after regular agenda deadlines.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: \$308,083, plus the \$20 ordinance publication fee

OWNER

604 Fort Worth Ave Apartment Investors LLC

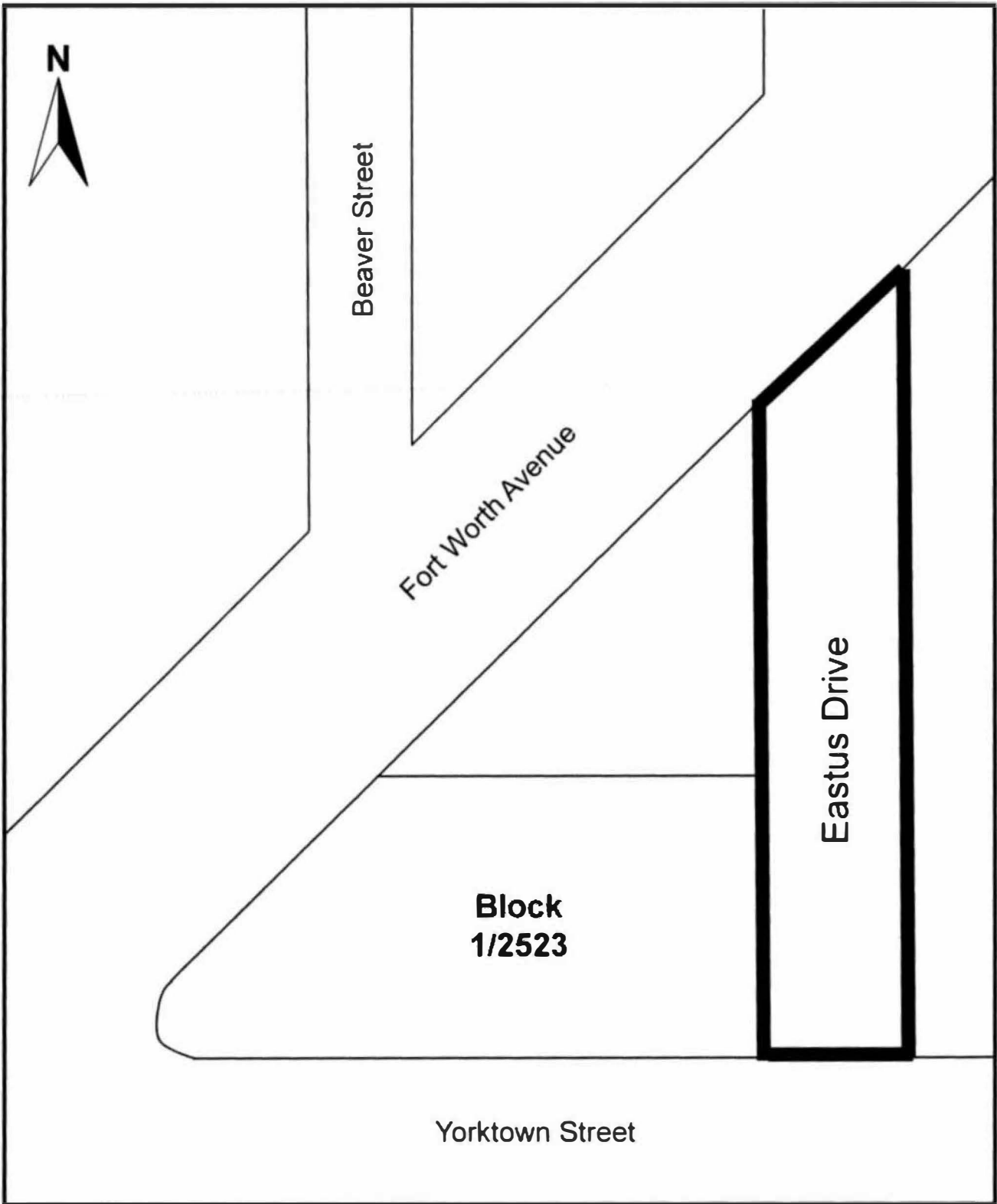
DCH 108 West Dallas, L.P.

Maple Multi-Family Development, LLC

Kenneth J. Valach, President

MAP

Attached



= Abandonment Area

ORDINANCE NO. _____

An ordinance providing for the abandonment of Eastus Drive located adjacent to City Blocks 1/6817 and 2/6817 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to 604 Fort Worth Ave Apartment Investors LLC; 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; providing for the conveyance of a new easement to the City of Dallas; 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.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of 604 Fort Worth Ave Apartment Investors LLC, a Delaware Limited Liability corporation; hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter interest, the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms, conditions and reverter herein provided, said portion of Eastus Drive right-of-way 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, conditions and reverter hereinafter more fully set forth; **Now, Therefore,**

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

SECTION 1. That the tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, 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 reverter and the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **THREE HUNDRED EIGHT THOUSAND EIGHTY-THREE AND NO/100 DOLLARS (\$308,083.00)** paid by **GRANTEE**, and the further consideration described in Sections 8 and 9, 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 reverter interest herein stated, all of its right, title and interest in and to the certain tract of land hereinabove described in Exhibit A. Provided however, that if the proposed development, substantially as submitted by **GRANTEE** to City in its application for abandonment and more particularly depicted on the site plan attached hereto as Exhibit C, on and adjacent to the area to be abandoned is not commenced within eighteen (18) months of the effective date of this ordinance, or is ever partially demolished, removed or damaged within ten (10) years of the effective date of this ordinance and repairs to restore the property to substantially the way it existed prior to such demolition, removal, or damage have not commenced within eighteen (18) months of such demolition, removal or damage by **GRANTEE**, its successors and assigns, then this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever. **GRANTEE** agrees that commencement shall be evidenced by **GRANTEE** securing a building permit for shell construction and upon installation of site utilities in accordance with the site plan.

SECTION 3. That at such time, **GRANTEE** may request from the Director of Sustainable Development and Construction a letter stating the status of the reverter as described in Section 2 above. This letter shall not be unreasonably withheld or delayed.

SECTION 4. 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 5. 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 Sustainable Development and Construction-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 made a part hereof for all purposes..

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 whole and harmless the City of Dallas of, from and 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:

- a) remove the free-right turn lane from Yorktown to Fort Worth Avenue to shorten the intersection if such removal is approved by the City of Dallas; and
- b) design the parking garage structure so that no exposed structure, other than the entrance, is visible to the public view from Fort Worth Avenue, Yorktown Street, and the alley abutting the eastern edge of its property.

SECTION 11. 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 official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

SECTION 12. That as a condition of this abandonment and as part of the consideration for the quitclaim made herein, **GRANTEE** shall convey to the City of Dallas an easement for sidewalk purposes, within 90 days of the effective date of this ordinance, subject to only those exceptions approved by the City Attorney, and insured by the same owners policy of title insurance approved as to form by the City Attorney for the conveyance by **GRANTEE** to City set forth in Section 13 below, in, under, through, across and along certain properties located in City Block 2/6817. Said property to be conveyed shall be acceptable to the Director of Sustainable Development and Construction of the City of Dallas and contain approximately 1,541 square feet of land, a description is attached hereto and made a part hereof as Exhibit D. Failure to convey the above described easement as set forth shall render this ordinance null and void and of no further effect.

SECTION 13. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey by General Warranty Deed to the City of Dallas, within 90 days of the effective date of this ordinance, good, indefeasible and marketable fee simple title, subject to only those title exceptions approved by the City Attorney, and insured by an owner's policy of title insurance approved as to form by the City Attorney, to certain properties located in City Block 1/6817, containing approximately 5,876 square feet of land, a description of which is attached hereto and made a part hereof as Exhibit E. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 14. That at such time as the instruments described in Section 12 and 13 above is executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instruments in the official real property records of the county in which the subject property is located; and the recorded instruments shall be forwarded to the City Secretary for permanent record.

SECTION 15. That this ordinance and properly executed General Warranty Deed and Sidewalk Easement, approved as to form by the City Attorney, be forwarded to a title insurance company for closing. Subsequent to closing, all instruments conveying real estate interests to the City of Dallas shall be recorded in the official real property records of the county in which the subject property is located and thereafter returned to the City Secretary for permanent record.

SECTION 16. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall pay all closing costs and title expenses associated with the acquisition of the properties described in Sections 12 and 13 above.

SECTION 17. 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 Department of Sustainable Development and Construction. **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 Department of Sustainable Development and Construction.

SECTION 18. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee.


Upon receipt of the monetary consideration set forth in Sections 2 and 16, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, subject to a reverter interest described in this ordinance, 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 Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 19. 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:
WARREN M. S. ERNST
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director

Passed _____.

EXHIBIT A

STREET ABANDONMENT EASTUS DRIVE

ADJACENT TO CITY OF DALLAS BLOCK NUMBERS 1/6817 AND 2/6817 CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING a 26,763 square foot (0.6144 acre) tract of land situated in the William Coombs Survey, Abstract Number 290, City of Dallas, Dallas County, Texas, adjacent to City of Dallas Block Numbers 1/6817 and 2/6817, and being part of Eastus Drive (formerly known as Tenth Street, a variable width right-of-way), as dedicated by plat of NORTH OAK CLIFF ADDITION, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 141, Page 90 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), being part of a called 8,800 square foot tract of land described in Warranty Deed to the City of Dallas, as recorded in Volume 77057, Page 2164, D.R.D.C.T., being part of a called 4,908 square foot tract of land described in Condemnation Cause No. CC-76-9238-b County Court of Dallas County at Law No 2 to the City of Dallas, as recorded in Volume 80121, Page 1435, D.R.D.C.T., being all of a 3' Right-of-Way Dedication by plat of DALLAS POSTAL CREDIT UNION ADDITION, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 87226, Page 2388, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod for the most southerly southeast corner of Lot 9A, Block 2/6817 of said DALLAS POSTAL CREDIT UNION ADDITION and an angle point of said 8,800 square foot tract at the intersection of the north right-of-way line of Yorktown Street (formerly known as Oak Street, an 80-foot wide right-of-way) with the west right-of-way line of said Eastus Drive;

THENCE North 44 degrees 23 minutes 17 seconds East, with the west right-of-way line of said Eastus Drive, with the south line of said Lot 9A, Block 2/6817, and with the north line of said 8,800 square foot tract, a distance of 9.87 feet to a 5/8-inch found iron rod with a plastic cap stamped "RPLS 5587" for the common most northerly southeast corner of said Lot 9A, Block 2/6817 and southwest corner of said 3' Right-of-Way Dedication, from which a 1/2-inch found iron rod bears North 44 degrees 23 minutes 17 seconds East, a distance of 4.24 feet for the southeast corner of said 3' Right-of-Way Dedication;

THENCE North 00 degrees 41 minutes 00 seconds West, continuing with the west right-of-way line of said Eastus Drive and with the common east line of said Lot 9A, Block 2/6817 and said 3' Right-of-Way Dedication, a distance of 263.00 feet to a 5/8-inch found iron rod with a plastic cap stamped "RPLS 5587" on the south line of Lot 8, Block 2/6817 of REVISED PLAT OF NORTH OAK CLIFF ADDITION, BLOCK NO 1, 2 & 3, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 3, Page 202 of the Map Records of Dallas County, Texas for the common northeast corner of said Lot 9A, Block 2/6817 and northwest corner of said 3' Right-of-Way Dedication;

(For SPRG use only)	
Reviewed By:	<u>DBF</u>
Date:	<u>12-02-2014</u>
SPRG NO.:	<u>3099</u>

EXHIBIT A

STREET ABANDONMENT EASTUS DRIVE ADJACENT TO CITY OF DALLAS BLOCK NUMBERS 1/6817 AND 2/6817 CITY OF DALLAS, DALLAS COUNTY, TEXAS

THENCE North 89 degrees 25 minutes 22 seconds East, continuing with the west right-of-way line of said Eastus Drive, with the north line of said 3' Right-of-Way Dedication, and with the south line of said Lot 8, Block 2/6817, a distance of 3.00 feet to a 1/2-inch found iron rod for the northeast corner of said 3' Right-of-Way Dedication and the southeast corner of said Lot 8, Block 2/6817;

THENCE North 00 degrees 41 minutes 00 seconds West, continuing with the west right-of-way line of said Eastus Drive, with the east line of said Block 2/6817, a distance of 232.27 feet to the intersection of the west right-of-way line of said Eastus Drive with the southeasterly right-of-way line of Fort Worth Avenue (a 100-foot wide right-of-way) for the northeast corner of a called 0.332 acre tract of land described as Tract 2 in Special Warranty Deed to 604 Fort Worth Ave Apartments Investors LLC, as recorded in Instrument Number 201400284855 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) and the east corner of a called 0.83 acre tract of land described in Warranty Deed to the State of Texas, as recorded in Volume 1787, Page 373, D.R.D.C.T., from which a 1/2-inch found iron rod for witness bears North 16 degrees 13 minutes 06 seconds West, a distance of 0.58 of a foot, said point being the point of curvature of a non-tangent circular curve to the right having a radius of 1,860.08 feet, whose chord bears North 58 degrees 20 minutes 24 seconds East, a distance of 58.32 feet;

THENCE Northeasterly, departing the east line of said Block 2/6817, over and across said Eastus Drive and with said curve, through a central angle of 01 degree 47 minutes 47 seconds, an arc length of 58.32 feet to the intersection of the east right-of-way line of said Eastus Drive with the southeasterly right-of-way line of said Fort Worth Avenue for the end of said curve, northwest corner of a called 1.781 acre tract of land described as Tract 2 in Special Warranty Deed to 604 Fort Worth Ave Apartments Investors LLC, as recorded in Instrument Number 201400284856, O.P.R.D.C.T., and the south corner of a called 0.033 acre tract of land described as Tract 2 in Warranty Deed to the State of Texas, as recorded in Volume 1790, Page 42, D.R.D.C.T. on the west line of Block 1/6817 of said REVISED PLAT OF NORTH OAK CLIFF ADDITION, BLOCK NO 1, 2 & 3, from which a 1/2-inch found iron rod with a plastic cap stamped "PEISER&MANKIN SURV" for witness bears North 25 degrees 42 minutes 25 seconds West, a distance of 0.20 of a foot;

(For SPRG use only)	
Reviewed By:	<u>DBF</u>
Date:	<u>12-30-2014</u>
SPRG NO.:	<u>3099</u>

EXHIBIT A

STREET ABANDONMENT EASTUS DRIVE

ADJACENT TO CITY OF DALLAS BLOCK NUMBERS 1/6817 AND 2/6817
CITY OF DALLAS, DALLAS COUNTY, TEXAS

THENCE South 00 degrees 41 minutes 00 seconds East, with the east right-of-way line of said Eastus Drive and with the west line of said Block 1/6817, a distance of 522.19 feet to a 1/2-inch found iron rod with a plastic cap stamped "PEISER & MANKIN SURV" for the most northerly southwest corner of said 1.781 acre tract and the northwest corner of said 4,908 square foot tract, from which a 1/2-inch found iron rod for witness bears North 17 degrees 11 minutes 20 seconds West, a distance of 0.50 of a foot;

THENCE South 45 degrees 19 minutes 59 seconds East, departing the west line of said Block 1/6817, continuing with the east right-of-way line of said Eastus Drive, with the south line of said 1.781 acre tract, and with the north line of said 4,908 square foot tract, a distance of 14.32 feet to the intersection of the east right-of-way line of said Eastus Drive with the north right-of-way line of said Yorktown Street for the most southerly southwest corner of said 1.781 acre tract and an angle point of said 4,908 square foot tract, from which a 1/2-inch found iron rod with a plastic cap stamped "PEISER & MANKIN SURV" for witness bears North 45 degrees 19 minutes 59 seconds West, a distance of 0.39 of a foot and a 1/2-inch found iron rod (disturbed) for witness bears North 28 degrees 31 minutes 46 seconds West, a distance of 0.92 of a foot, said point being the point of curvature of a non-tangent circular curve to the right having a radius of 596.00 feet, whose chord bears South 88 degrees 58 minutes 41 seconds West, a distance of 10.07 feet;

THENCE Southwesterly, over and across said Eastus Drive and with said curve, through a central angle of 00 degrees 58 minutes 04 seconds, an arc length of 10.07 feet to the end of said curve;

THENCE South 89 degrees 29 minutes 54 seconds West, continuing over and across said Eastus Drive, a distance of 59.99 feet to the POINT OF BEGINNING and containing 26,763 square feet or 0.6144 of an acre, more or less.

(For SPRG use only)	
Reviewed By:	<u>DBF</u>
Date:	<u>12-02-2014</u>
SPRG NO.:	<u>3099</u>

EXHIBIT A

STREET ABANDONMENT
EASTUS DRIVE
ADJACENT TO CITY OF DALLAS BLOCK NUMBERS 1/6817 AND 2/6817
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Notes:

1. Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202).
2. Field work was last completed on 3-07-2014.

Heath 3-07-2014

Heath W. Brown
Registered Professional Land Surveyor
Texas No. 6189
Halff Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
214-346-6326
TBPLS Firm No. 10029600

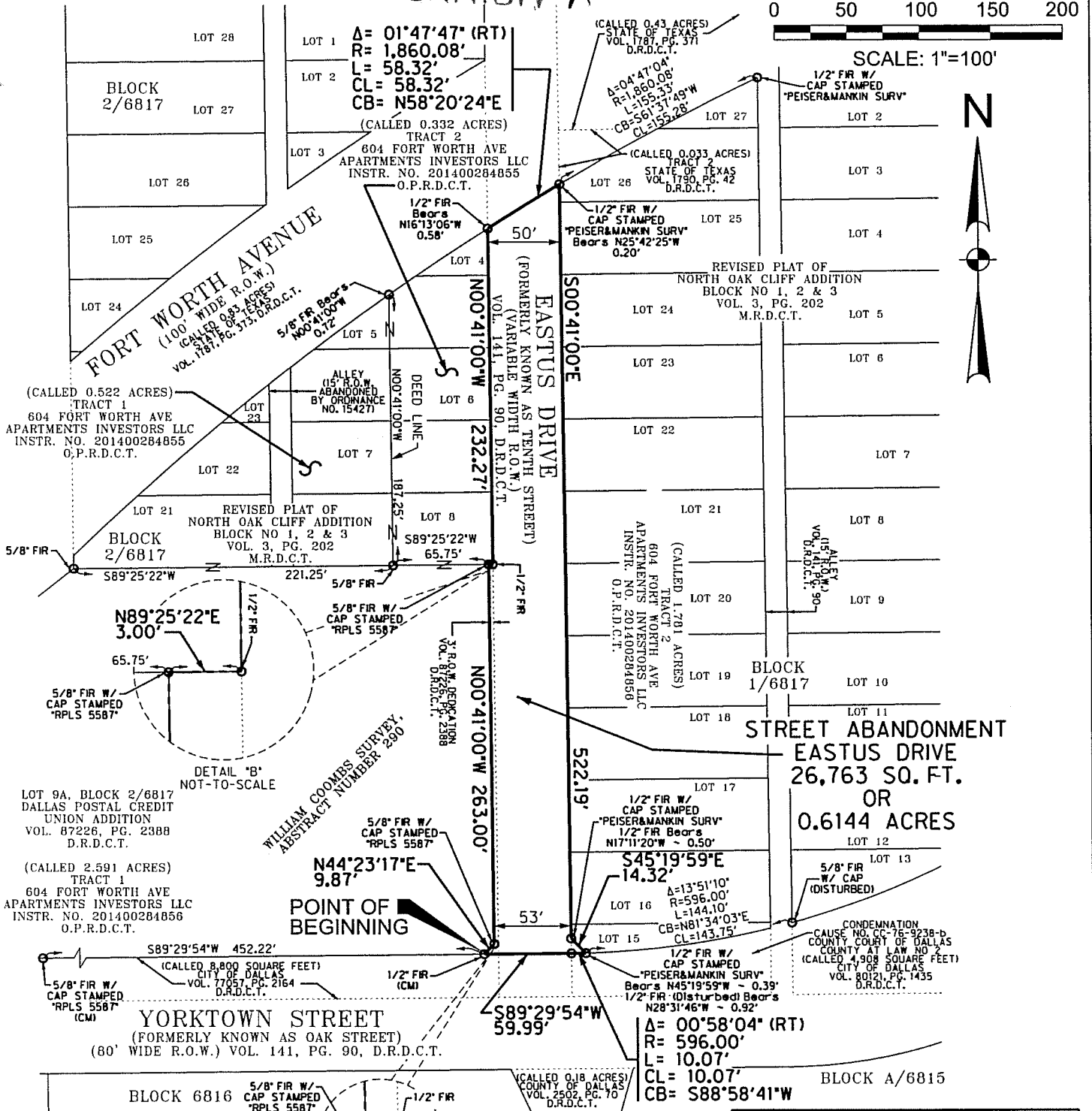


(For SPRG use only)	
Reviewed By:	<u>DBF</u>
Date:	<u>12-02-2014</u>
SPRG NO.:	<u>3099</u>

EXHIBIT A

0 50 100 150 200

SCALE: 1"=100'



(For SPRG use only)

Reviewed By: DBF
Date: 12-02-2014
SPRG NO.: 3097

STREET ABANDONMENT
EASTUS DRIVE
ADJACENT TO CITY OF DALLAS
BLOCK NUMBERS 1/6817 AND 2/6817
CITY OF DALLAS,
DALLAS COUNTY, TEXAS



1201 NORTH BOWSER ROAD
RICHARDSON, TEXAS 75081-2275
TEL (214) 348-8290
FAX (214) 739-0085
TBPLS FIRM NO. 10029600



Heath W. Brown
3-07-2014

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EXHIBIT B

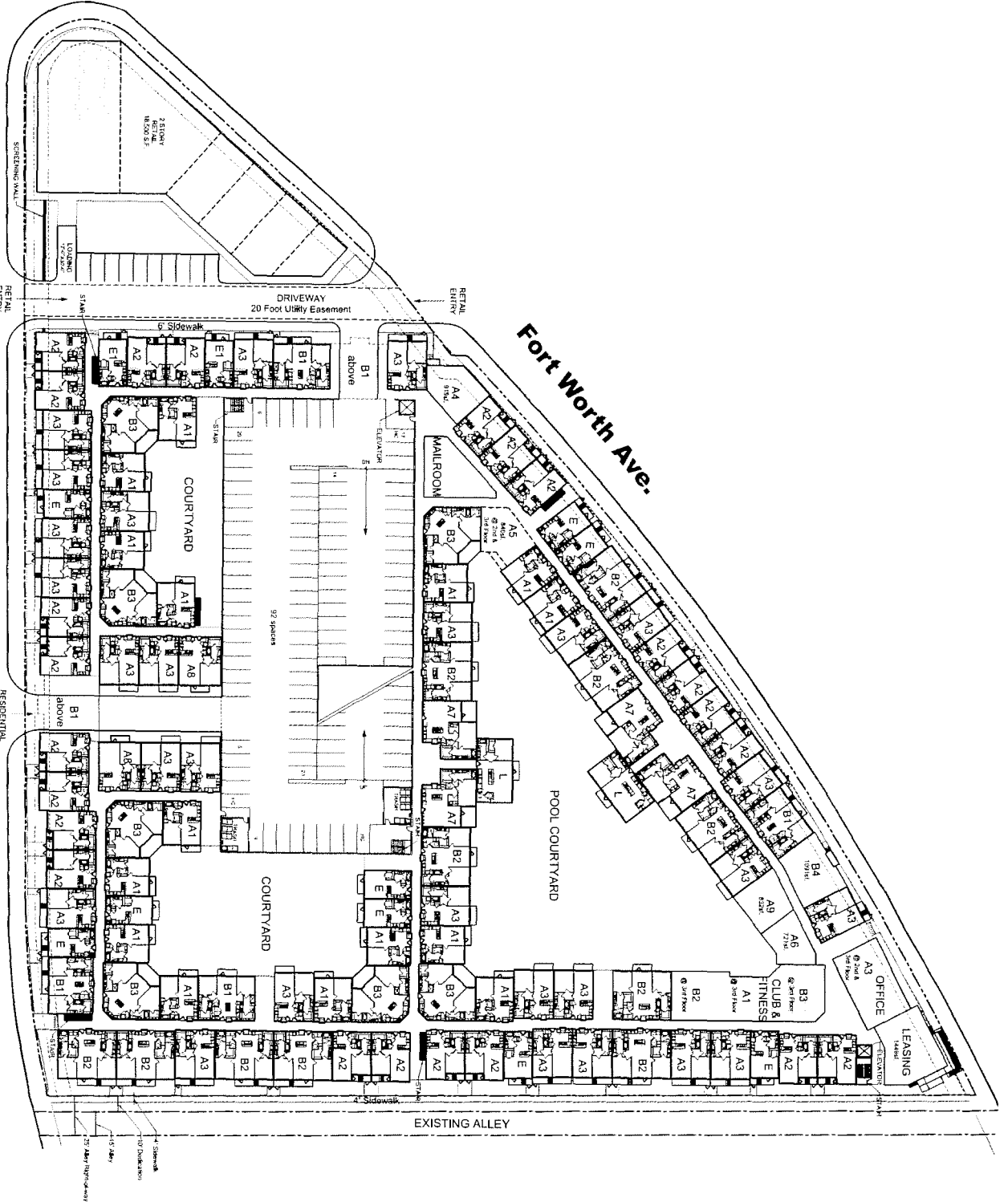
ADDITIONAL ABANDONMENT PROVISIONS

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.



ARCHITECTURE DEMAREST
2207 VANDER STAM, DALLAS, TX 75207
1-214-742-6855 F-214-742-8200

14007



Yorktown St.

Fort Worth Ave.

Building Plan - Level 1

1" = 30'-0"

ALEXAN WEST DALLAS MIXED USE

Dallas, Texas
09/02/14

LEGAL DESCRIPTION

BEING of a 1,541 square foot tract of land situated in the William Coombs Survey, Abstract No. 290, City of Dallas, Dallas County, Texas; and being part of Lot 9A, Block 2/6817, Dallas Postal Credit Union, an addition to the City of Dallas, Texas according to the plat recorded in Volume 87226, Page 2388, Deed Records of Dallas County, Texas; and being part of that tract of land described as "Tract 1" in Special Warranty Deed to 604 Fort Worth Ave Apartments Investors LLC recorded in Instrument No. 201400284856, Official Public Records of Dallas County, Texas; and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with "KHA" cap found at the south end of a curving right-of-way corner clip at the intersection of the southeast right-of-way line of Fort Worth Avenue (a variable width right-of-way) and the north right-of-way line of Yorktown Street (a variable width right-of-way, 80-foot wide at this point) and being the southernmost southwest corner of said Lot 9A; from said point a 1/2- iron rod found for reference bears South 53°05' West, a distance of 0.5 feet;

THENCE with said north right-of-way line of Yorktown Street and the south line of said Lot 9A, North 89°29'54" East, a distance of 151.26 feet to a 5/8" iron rod with "KHA" cap set for the **POINT OF BEGINNING** and the beginning of a non-tangent curve to the right having a central angle of 26°37'27", a radius of 20.00 feet, a chord bearing and distance of North 13°18'44" West, 9.21 feet;

THENCE in a northwesterly direction, departing said north right-of-way line of Yorktown Street and said south line of Lot 9A, with said curve to the right, an arc distance of 9.29 feet to a 5/8" iron rod with "KHA" cap set at the end of said curve;

THENCE North 0°00'00" East, a distance of 244.98 feet to a 5/8" iron rod with "KHA" cap set for corner in said southeast right-of-way line of Fort Worth Avenue; from said point an "X" cut in concrete found bears South 51°25'04" West, a distance of 34.30 feet;

THENCE with said southeast right-of-way line of Fort Worth Avenue, North 51°25'04" East, a distance of 7.68 feet to a 5/8" iron rod with "KHA" cap set for corner; from said point a 1/2-inch iron rod found bears North 51°25'04" East, a distance of 17.72 feet;

THENCE departing said southeast right-of-way line of Fort Worth Avenue, South 0°00'00" East, a distance of 249.76 feet to a 5/8" iron rod with "KHA" cap set at the beginning of a tangent curve to the left having a central angle of 39°28'38", a radius of 14.00 feet, a chord bearing and distance of South 19°44'19" East, 9.46 feet;

THENCE in a southeasterly direction, with said curve to the left, an arc distance of 9.65 feet to a 5/8" iron rod with "KHA" cap set for corner in said north right-of-way line of Yorktown Street and said south line of Lot 9A;

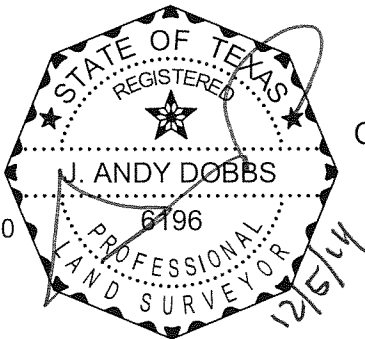
THENCE with said north right-of-way line of Yorktown Street and said south line of Lot 9A South 89°29'54" West, a distance of 7.07 feet to the **POINT OF BEGINNING** and containing 1,541 square feet or 0.035 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

(For SPRG use only)
 Reviewed By: DBF
 Date: 12-05-2014
 SPRG NO: 3100

6' SIDEWALK EASEMENT
 1,541 SQUARE FEET
 PART OF LOT 9A, BLOCK 2/6817
 DALLAS POSTAL CREDIT UNION
 WILLIAM COOMBS SURVEY,
 ABSTRACT NO. 290
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

J. ANDY DOBBS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6196
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
 PH. 972-770-1300
 andy.dobbs@kimley-horn.com

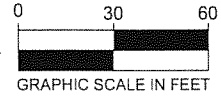
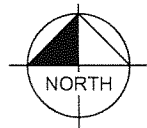


Kimley»Horn

12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 101155-00 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	NOV. 2014	064145021	1 OF 2

EXHIBIT D



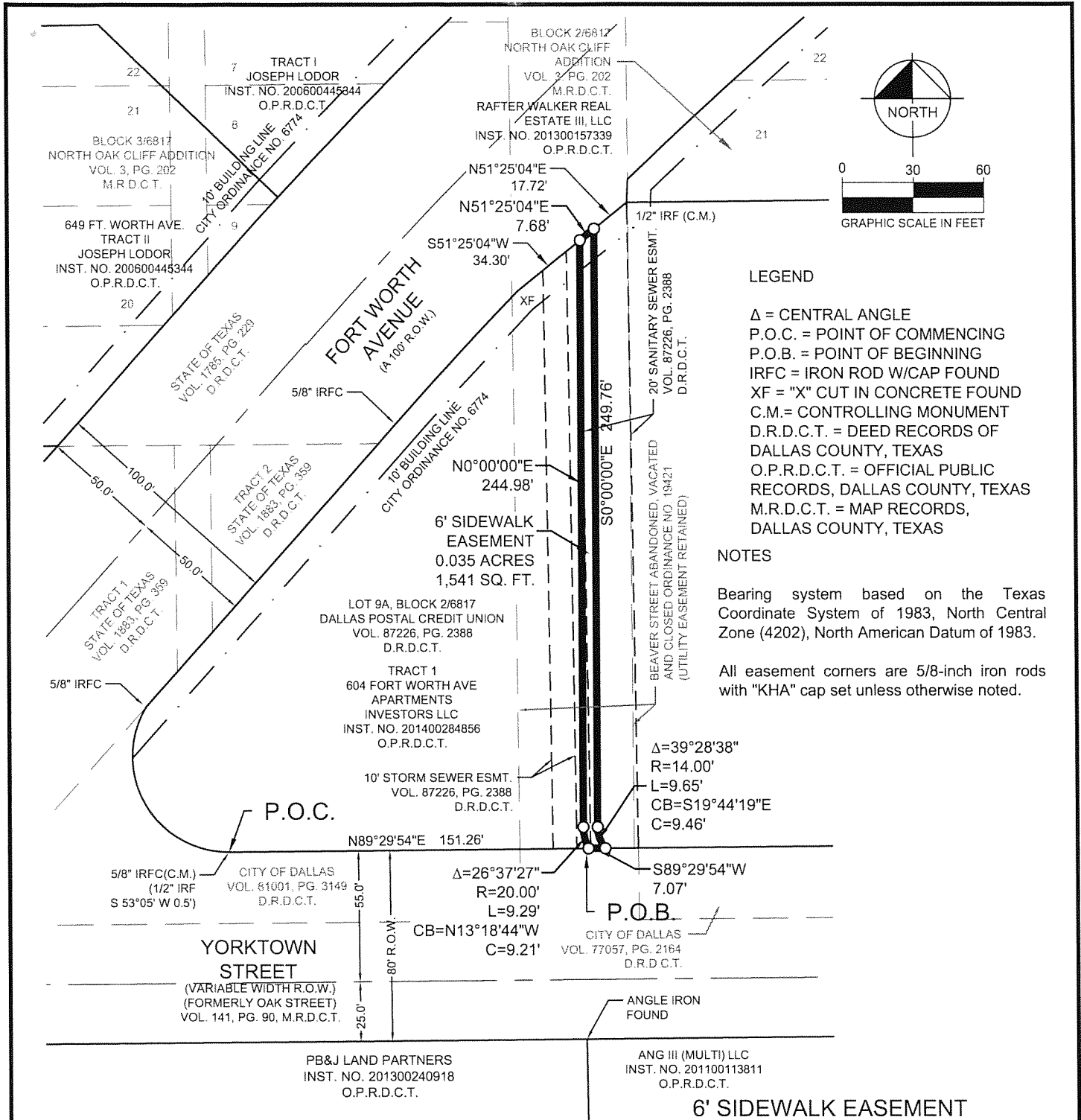
LEGEND

- Δ = CENTRAL ANGLE
- P.O.C. = POINT OF COMMENCING
- P.O.B. = POINT OF BEGINNING
- IRFC = IRON ROD W/CAP FOUND
- XF = "X" CUT IN CONCRETE FOUND
- C.M.= CONTROLLING MONUMENT
- D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
- M.R.D.C.T. = MAP RECORDS, DALLAS COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

All easement corners are 5/8-inch iron rods with "KHA" cap set unless otherwise noted.



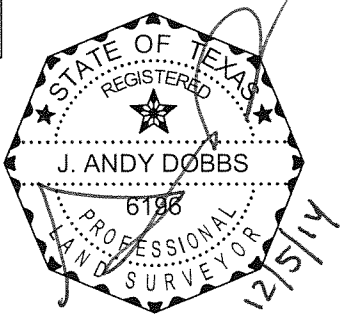
6' SIDEWALK EASEMENT
1,541 SQUARE FEET

PART OF LOT 9A, BLOCK 2/6817
DALLAS POSTAL CREDIT UNION
WILLIAM COOMBS SURVEY,
ABSTRACT NO. 290

CITY OF DALLAS, DALLAS COUNTY, TEXAS

(For SPRG use only)
Reviewed By: DAB
Date: 12-05-2014
SPRG NO: 3100

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Dallas, Texas 75251 FIRM # 101155-00 Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JAD	DAB	NOV. 2014	064145021	2 OF 2

LEGAL DESCRIPTION

BEING, a 5,876 square foot tract of land situated in the William Coombs Survey, Abstract No. 290, City of Dallas, Dallas County, Texas; and being part of Lots 15-27, Block 1/6817, North Oak Cliff Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 3, Page 202, Map Records of Dallas County, Texas; and being part of the property described as "Tract 2" in Special Warranty Deed to 604 Fort Worth Ave Apartments Investors LLC recorded in Instrument No. 201400284856, Official Public Records of Dallas County, Texas; and being more particularly described as follows:

BEGINNING at a "X" cut in concrete found at the intersection of the southeast right-of-way line of Fort Worth Avenue (a 100-foot wide right-of-way) and the west line of a 15-foot wide alley across said Block 1/6817 from which a 1/2" iron rod found for reference bears South 33°20' West, 0.2 feet;

THENCE with the west line of said 15-foot wide alley across said Block 1/6817, South 0°41'00" East, a distance of 588.87 feet to a 5/8" iron rod with "KHA" cap found for corner at the intersection of said west line of said 15-foot wide alley across said Block 1/6817 and the north right-of-way line of Yorktown Street (a variable width right-of-way); said point being the beginning of a non-tangent curve to the right having a central angle of 0°59'08", a radius of 595.99 feet, a chord bearing and distance of South 76°37'12" West, 10.25 feet;

THENCE in a southwesterly direction, with said north right-of-way line of Yorktown Street and with said curve, an arc distance of 10.25 feet to a 5/8" iron rod with "KHA" cap set for corner;

THENCE departing said north right-of-way line of Yorktown Street, North 0°41'00" West, a distance of 586.36 feet to a 5/8-inch iron rod with "KHA" cap set in said south right-of-way line of Fort Worth Avenue and being at the beginning of a non-tangent curve to the right having a central angle of 0°20'28", a radius of 1860.08 feet, a chord bearing and distance of North 63°51'07" East, 11.08 feet;

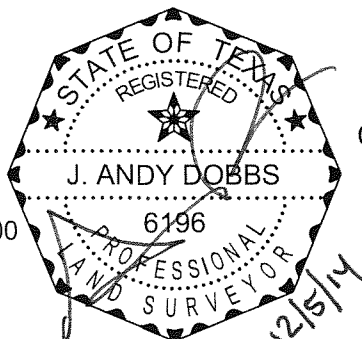
THENCE in a northeasterly direction, with said south right-of-way line of Fort Worth Avenue and with said curve to the right, an arc distance of 11.08 feet to the **POINT OF BEGINNING** and containing 5,876 square feet or 0.135 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

(For SPRG use only)
 Reviewed By: DBF
 Date: 12-05-2014
 SPRG NO: 3101

10' PUBLIC ACCESS
 RIGHT-OF-WAY DEDICATION
 5,876 SQUARE FEET
 PART OF LOTS 15-27, BLOCK 1/6817
 NORTH OAK CLIFF ADDITION
 WILLIAM COOMBS SURVEY,
 ABSTRACT NO. 290
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

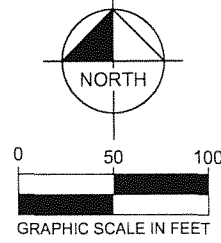
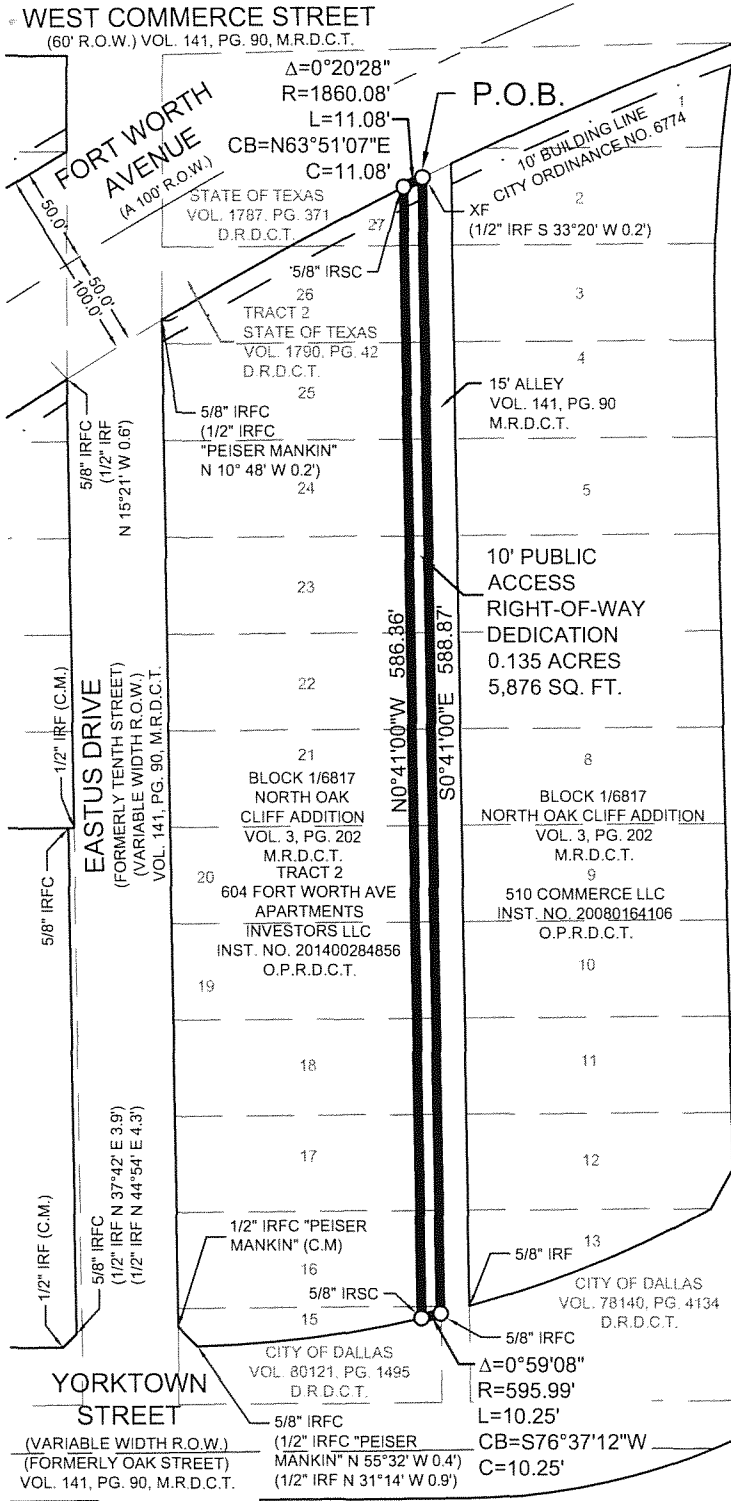
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	NOV. 2014	064145021	1 OF 2



LEGEND

- Δ = CENTRAL ANGLE
- P.O.B. = POINT OF BEGINNING
- IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD W/CAP FOUND
- XF = "X" CUT IN CONCRETE FOUND
- C.M. = CONTROLLING MONUMENT
- D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
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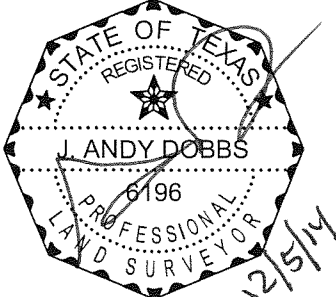
NOTES

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

(For SPRG use only)
 Reviewed By: DBF
 Date: 12.05.2014
 SPRG NO: 3121

**10' PUBLIC ACCESS
 RIGHT-OF-WAY DEDICATION
 5,876 SQUARE FEET
 PART OF LOTS 15-27, BLOCK 1/6817
 NORTH OAK CLIFF ADDITION
 WILLIAM COOMBS SURVEY,
 ABSTRACT NO. 290
 CITY OF DALLAS, DALLAS COUNTY, TEXAS**

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JAD	DAB	NOV. 2014	064145021	2 OF 2

ADDENDUM ITEM # 19

KEY FOCUS AREA: Efficient, Effective and Economical Government

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): All

DEPARTMENT: City Secretary

CMO: Rosa A. Rios, 670-3738

MAPSCO: N/A

SUBJECT

A resolution designating absences by Councilmember Dwaine R. Caraway and Councilmember Carolyn R. Davis as being for "Official City Business" - Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum to allow council members additional time to request approval of their outstanding absences (if applicable) as "Official City Business."

Chapter III, Section 4(e) of the Dallas City Charter provides in part, "If any city council member, including the mayor, misses more than 10 percent of the total number of regular meetings held by the city council during any compensation year, then the city council member's compensation...for that year will be reduced proportionately by the percentage of meetings missed.... Meetings missed by a city council member while he or she is on the official business of the city council and at the direction of the city council will not be counted towards the percentage of missed meetings for which compensation reduction is required... but will be counted as though the member had attended the meetings that are missed while so engaged in city business."

Section 4.11(b) of the City Council Rules of Procedure provides that an absence by a council member for (1) attending a meeting or conference of a professional organization of or association of municipalities or municipal officers, (2) testifying at a legislative hearing at the request of the mayor, the city council, the chair of the council's legislative affairs committee or the city manager, or (3) attending a meeting of a board, commission, or committee to which the council member has been appointed by the mayor or the city council, will automatically be deemed to be for "official city business at the direction of the city council" and will not be counted against a city council member for purposes of determining the council member's annual compensation.

BACKGROUND (Continued)

Section 4.11(c) of the City Council Rules of Procedure provides that, in addition to those absences automatically considered to be on "official city business at the direction of the city council" under Section 4.11(b) above, the city council may by resolution designate whenever a council member's absence is for official city business and not counted as a missed meeting for purposes of determining the council member's annual compensation under Chapter III, Section 4 of the Dallas City Charter.

The proposed resolution authorizes and directs the city secretary to amend the minutes of city council meetings, without further city council action or approval, to reflect when the absences by designated council members have been deemed by the city council to be for "official city business."

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

December 10, 2014

WHEREAS, Chapter III, Section 4(e) of the Dallas City Charter provides in part, "If any city council member, including the mayor, misses more than 10 percent of the total number of regular meetings held by the city council during any compensation year, then the city council member's compensation... for that year will be reduced proportionately by the percentage of meetings missed.... Meetings missed by a city council member while he or she is on the official business of the city council and at the direction of the city council will not be counted towards the percentage of missed meetings for which compensation reduction is required... but will be counted as though the member had attended the meetings that are missed while so engaged in city business"; and

WHEREAS, Section 4.11(b) of the City Council Rules of Procedure provides that an absence by a council member for (1) attending a meeting or conference of a professional organization or association of municipalities or municipal officers, (2) testifying at a legislative hearing at the request of the mayor, the city council, the chair of the council's legislative affairs committee or the city manager, or (3) attending a meeting of a board, commission, or committee to which the council member has been appointed by the mayor or the city council, will automatically be deemed to be for "official city business at the direction of the city council" and will not be counted against a city council member for purposes of determining the council member's annual compensation; and

WHEREAS, Section 4.11(c) of the City Council Rules of Procedure provides that, in addition to those absences automatically considered to be on "official city business at the direction of the city council" under Section 4.11(b) above, the city council may by resolution designate whenever a council member's absence is for official city business and not counted as a missed meeting for purposes of determining the council member's annual compensation under Chapter III, Section 4 of the Dallas City Charter; and

WHEREAS, Councilmember Dwaine R. Caraway and Councilmember Carolyn R. Davis participated in event(s) and/or meeting(s), as described in **Exhibit A** attached, which required them to miss all or part of one or more city council meeting(s) or committee meeting(s) on the date(s) noted in Exhibit A; **Now, Therefore,**

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

December 10, 2014

SECTION 1. That, in accordance with Chapter III, Section 4(e) of the Dallas City Charter and Section 4.11(c) of the City Council Rules of Procedure, the event(s) and/or meeting(s) described in **Exhibit A**, attached, are hereby deemed to be for "official city business," and any absences from city council meeting(s) and/or city council committee meeting(s), on the date(s) noted in Exhibit A, by Councilmember Dwaine R. Caraway and Councilmember Carolyn R. Davis because of their participation in any event(s) and/or meeting(s) will not be counted against them in determining their annual compensation under Chapter III, Section 4 of the Dallas City Charter.

SECTION 2. That, in accordance with Section 4.11(a) of the City Council Rules of Procedure, the City Secretary shall maintain a record of the absence on official city business so that such absence will not count against Councilmember Dwaine R. Caraway and Councilmember Carolyn R. Davis in determining their annual compensation under Chapter III, Section 4 of the Dallas City Charter.

SECTION 3. That the City Secretary is authorized and directed to amend the minutes of each city council meeting held on the date(s) specified in Exhibit A, if applicable, to reflect that the absences by Councilmember Dwaine R. Caraway and Councilmember Carolyn R. Davis as described in Exhibit A, were for "official city business," and no further city council action or approval of those minutes is required.

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

EXHIBIT A
CITY COUNCIL MEMBER(S)
REQUEST ABSENCE AS OFFICIAL CITY BUSINESS

COUNCILMEMBER	TRIP/EVENT	LOCATION	DATE	PURPOSE	MEETING(S) MISSED	ABSENCE TYPE
Carolyn R. Davis	Attended a meeting with Bridge Builders, Dallas Urban Corridors Assessment process.	City Hall	11/17/2014	Representing District 7	Arts, Culture & Libraries	Absent more than 50%
Carolyn R. Davis	Attended various with Mr. Wayne Kirk from Texas Horse Park and city staff at 9:00 a.m. at Dallas City Hall and Ellen Rourke at 11:30 a.m.	City Hall	11/18/2014	Representing District 7	City Council Briefing	Absent more than 50%
Dwayne R. Caraway	Held "HIV Fade Out" Press Conference	City Hall	12/1/2014	Representing District 4	Housing Committee	Absent

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): All

DEPARTMENT: Code Compliance

CMO: Joey Zapata, 670-3009

MAPSCO: N/A

SUBJECT

An ordinance adding a new Chapter 47A, "Transportation for Hire," to the Dallas City Code and repealing Chapter 10, "Buses and Shuttles," Chapter 10A, "Limousines," Chapter 10B, "Non-Motorized Passenger Transport Vehicles," and Chapter 45, "Taxicabs," of the Dallas City Code to: **(1)** provide uniform regulations for all transportation-for-hire services operating in the city; and **(2)** amending Chapter 5, "Aircraft and Airports," of the Dallas City Code to make conforming changes - Financing: No cost consideration to the City

BACKGROUND

Computer applications and other technologies have changed how Dallas residents and visitors select and use transportation-for-hire services. To respond to these changes, City Council directed the Transportation and Trinity River Project Committee to recommend changes to the city's transportation regulations. This ordinance is the result of several months of study and discussions involving industry representatives, other stakeholders, and city staff, as well as input from council members during committee meetings and city council briefings. The objective is to simplify the city's transportation-for-hire regulations and make those regulations easier to enforce by (1) creating uniform regulations that apply to all transportation-for-hire services and (2) eliminating unnecessary regulations.

This item is on the addendum because the attached draft reflects the changes made to the proposed ordinance since the November 17, 2014 Transportation and Trinity River Project Committee briefing.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 28, 2013, the City Council remanded consideration of transportation-for-hire service regulations to the Transportation and Trinity River Project Committee.

On January 13, 2014, the Transportation and Trinity River Project Committee was briefed on transportation-for-hire service regulations.

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

On January 21, 2014, the Transportation and Trinity River Project Committee held a special meeting to hear vendor presentations, receive public comments, and discuss the transportation-for-hire service regulations.

On January 24, 2014, the Transportation and Trinity River Project Committee was briefed on proposed amendments to the transportation-for-hire service regulations.

On March 4, 2014, April 25, 2014, and May 6, 2014, the Transportation-for-Hire Workgroup met to discuss amendments to the transportation-for-hire service regulations.

On May 27, 2014, the Transportation and Trinity River Project Committee was briefed on the proposed amendments to the transportation-for-hire service regulations submitted by the Transportation-for-Hire Workgroup, and moved to forward the amendments to the full council for consideration and comment, and then to establish a public forum and comment period.

On August 6, 2014, the City Council was briefed on the proposed amendments to the transportation-for-hire service regulations submitted by the Transportation-for-Hire Workgroup.

The proposed ordinance was posted on the City's website on August 8, 2014, and written public comments were accepted by the City Secretary's Office from 12:00 a.m. on Saturday August 9, 2014 through 5:00 p.m. on Friday August 29, 2014. A revised proposed ordinance was posted on the City's website on August 25, 2014.

A public forum on the proposed ordinance was held from on Tuesday, September 2, 2014.

On September 8, 2014, the Transportation and Trinity River Project Committee was briefed on the revised proposed ordinance.

On November 17, 2014, the Transportation and Trinity River Project Committee was briefed on the proposed ordinance.

FISCAL INFORMATION

No cost consideration to the City.

12/5/14

ORDINANCE NO. _____

An ordinance amending Chapter 5, "Aircraft and Airports," of the Dallas City Code; repealing Chapter 10, "Buses and Shuttles," Chapter 10A, "Limousines," Chapter 10B, "Non-Motorized Passenger Transport Vehicles," and Chapter 45, "Taxicabs," of the Dallas City Code; adding a new Chapter 47A, "Transportation for Hire," to the Dallas City Code; providing regulations for all transportation-for-hire vehicles; making conforming changes; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the City of Dallas, have given the required notices and have held the required public hearings regarding this amendment to the Dallas City Code; Now, Therefore,

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

SECTION 1. That the Dallas City Code is amended by adding a new Chapter 47A, "Transportation for Hire," to read as follows:

"CHAPTER 47A

TRANSPORTATION FOR HIRE

ARTICLE I.

GENERAL PROVISIONS.

SEC. 47A-1.1. STATEMENT OF POLICY.

(a) It is the policy of the city of Dallas to promote safety and quality in transportation-for-hire services in the city. The purpose of these regulations is to:

- (1) protect the public health and safety;
- (2) promote the public convenience and necessity;

(3) ensure that transportation-for-hire is a viable component of the public transportation system;

(4) ensure public safety and consumer protection by regulating transportation-for-hire operating authorities, drivers, and vehicles;

(5) allow different modes of transportation-for-hire to compete directly with each other; and

(6) allow consumers to select the type of transportation-for-hire they prefer to use.

SEC. 47A-1.2. GENERAL AUTHORITY AND DUTY OF DIRECTOR.

The director shall implement and enforce this chapter and may by written order establish such rules or regulations, not inconsistent with this chapter or state or federal law, as he determines are necessary to discharge his duty under, or to effect the policy of this chapter.

SEC. 47A-1.3. ESTABLISHMENT OF RULES AND REGULATIONS.

(a) Before adopting, amending, or abolishing a rule, the director shall hold a public hearing on the proposal.

(b) The director shall fix the time and place of the hearing and, in addition to notice required under the Open Meetings Act (Chapter 551, Texas Government Code), as amended, shall notify each operating authority and such other persons as the director determines are interested in the subject matter of the hearing.

(c) After the public hearing, the director shall notify the holders of permits issued under this section and other interested persons of the director's action and shall post an order adopting, amending, or abolishing a rule on the official bulletin board in the city hall for a period of not fewer than 10 days. The order becomes effective immediately upon expiration of the posting period.

SEC. 47A-1.4. EXCLUSIONS.

(a) This chapter does not apply to:

(1) Dallas Area Rapid Transit ("DART") vehicles;

(2) courtesy vehicles;

(3) carpooling;

(4) the transportation of a person by a transportation-for-hire vehicle licensed by another governmental entity from a point outside the city to a destination inside the city, if the transportation-for-hire vehicle leaves the city without receiving a passenger inside the city;

(5) a motor vehicle used to transport persons for hire that is regulated by another chapter of this code, such as ambulances regulated under Chapter 15D, "Emergency Vehicles"; or

(6) a bus or shuttle vehicle that is:

(A) operated for a funeral home in the performance of funeral services;

(B) provided by an employer or employee association for use in transporting employees between the employees' homes and the employer's place of business or between workstations, with the employees reimbursing the employer or employee association in an amount calculated only to offset the reasonable expenses of operating the vehicle;

(C) owned and operated by the federal or state government, by a political subdivision of the state, or by a person under contract with the city for operation of the vehicle;

(D) used to transport children to or from school if only a fee calculated to reasonably cover expenses is charged;

(E) operated under state or federal authority unless subject to the city's regulatory authority;

(F) owned by a nonprofit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers; or

(G) operated under authority granted by the Surface Transportation Board.

SEC. 47A-1.5. DEFINITIONS.

The definition of a term in this section applies to each grammatical variation of the term. In this chapter, unless the context requires a different definition:

(1) **BUS** means a motor vehicle that has a manufacturer's rated seating capacity of more than 15 passengers.

(2) **CARPOOLING** means any voluntary sharing of transportation without compensation.

(3) COMPENSATION means any money, service, or other thing of value that is received, or is to be received, in return for transportation-for-hire services.

(4) CONTINGENT PRIMARY LIABILITY COVERAGE means a liability insurance policy that will act as a primary liability policy in the event that no other applicable primary liability policy exists or a policy exists but denies coverage.

(5) COURTESY VEHICLE means a vehicle that is not for hire, is not used to transport passengers for compensation, and is operated by or for a business that provides free transportation to customers as an accessory to the main business activity.

(6) DEPARTMENT means the department designated by the city manager to enforce and administer this chapter.

(7) DIRECTOR means the director of the department designated by the city manager to enforce and administer this chapter and includes representatives, agents, or department employees designated by the director.

(8) DISPATCH means any communication system that conveys passenger ride requests to drivers.

(9) DRIVE means to control the physical movements of a transportation-for-hire vehicle.

(10) DRIVER means an individual who drives or otherwise controls the physical movements of a transportation-for-hire vehicle.

(11) DRIVER PERMIT means the permit required by this chapter to drive a transportation-for-hire vehicle.

(12) HAILABLE VEHICLE means a transportation-for-hire vehicle that can be immediately summoned by a passenger without the use of dispatch, and that meets the requirements in Section 47A-2.4.9.

(13) HORSE means any member of the species *Equus Caballus*.

(14) HORSE-DRAWN CARRIAGE means a non-motorized vehicle designed to carry passengers while being pulled by one or more horses.

(15) METER means a device that measures the time and distance of a trip.

(16) NON-MOTORIZED PASSENGER TRANSPORT VEHICLE means a horse-drawn carriage or a pedicab.

(17) OPERATING AUTHORITY means a person who is granted operating authority under this chapter to provide transportation-for-hire services.

(18) OPERATING AUTHORITY PERMIT means the permit required by this chapter to provide transportation-for-hire services.

(19) PEDICAB means a device with two or more wheels designed to carry passengers while being propelled by human power.

(20) PERSON means an individual; corporation; government or governmental subdivision; or agency, trust, partnership, or two or more persons having a joint or common economic interest.

(21) PUBLICLY REMOTELY ACCESSIBLE DATA SITE means a website, digital platform, or mobile application (“app”) that provides content in a manner that is accessible to the public through a network.

(22) SHUTTLE VEHICLE means a van-type motor vehicle that has a manufacturer’s rated seating capacity of not less than seven passengers and not more than 15 passengers.

(23) SMARTWAY VEHICLE means a passenger vehicle that is certified as a SmartWay vehicle under the Environmental Protection Agency’s SmartWay program or a passenger vehicle with a seating capacity of 7 or more that is certified by the EPA as an ultra low emission vehicle or an equivalent or better emission rating.

(24) TEMPORARY VEHICLE PERMIT means a permit issued by the city to a person to operate a transportation-for-hire service for a specified period of time that is less than one year.

(25) TRANSPORTATION-FOR-HIRE SERVICE means the business of offering or providing transportation of persons for compensation.

(26) TRANSPORTATION-FOR-HIRE VEHICLE means any vehicle used to offer or provide transportation-for-hire services.

(27) VEHICLE PERMIT means the permit required by this chapter for a vehicle to operate as a transportation-for-hire vehicle.

(28) WHEELCHAIR ACCESSIBLE VEHICLE means a vehicle designed or modified to transport passengers in wheelchairs or other mobility devices and conforming to the requirements of the Americans with Disabilities Act (ADA), as amended.

SEC. 47A-1.6. PERMIT FEES.

(a) The fee for an operating authority permit is \$430 per year for transportation-for-hire service provided by non-motorized passenger transport vehicles, and \$1,000 per year for transportation-for-hire service provided by all other transport vehicles.

(b) The fee for a transportation-for-hire vehicle permit is \$40 per vehicle per year for non-motorized passenger transport vehicles, and \$25 per vehicle per year for all other transportation-for-hire vehicles.

(c) The fee for a driver permit is \$65 per two years.

(d) The fee to reinstate a suspended operating authority permit or driver permit is \$25.

ARTICLE II.

REGULATIONS APPLICABLE TO ALL TRANSPORTATION-FOR-HIRE SERVICES.

DIVISION 1.

OPERATING AUTHORITY PERMIT.

SEC. 47A-2.1.1. OPERATING AUTHORITY PERMIT REQUIRED.

(a) A person may not operate a transportation-for-hire service inside the city without operating authority granted under this chapter.

(b) A person may not transport a passenger for hire inside the city unless the person driving the transportation-for-hire vehicle or another who employs or contracts with the driver has been granted operating authority under this chapter.

SEC. 47A-2.1.2. APPLICATION FOR OPERATING AUTHORITY PERMIT.

To obtain an operating authority permit, a person shall make application in the manner prescribed by this section. The applicant must be the person who will own, control, or operate the proposed transportation-for-hire company. An applicant shall file with the director a verified application statement, to be accompanied by a nonrefundable application fee of \$410, containing the following:

(1) the form of business of the applicant and, if the business is a corporation or association, a copy of the documents establishing the business and the name and address of each person with a 20% or greater ownership interest in the business;

(2) the verified signature of the applicant;

(3) the address of the fixed facilities to be used in the operation, if any, and the address of the applicant's corporate headquarters, if different from the address of the fixed facilities;

(4) the name of the person designated by the applicant to receive on behalf of the operating authority any future notices sent by the City to the operating authority, and that person's contact information, including a mailing address, telephone number, and email or other electronic address;

(5) a method for the director to immediately verify whether a driver or vehicle are currently operating under that operating authority or were operating under that operating authority within the past 90 days;

(6) documentary evidence from an insurance company listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies or a surplus lines insurer listed on the Texas Department of Insurance's list of Eligible Surplus Lines Insurance Companies, indicating a willingness to provide liability insurance required by this chapter;

(7) documentary evidence of payment of ad valorem taxes on the local property, if any, to be used in connection with the operation of the proposed transportation-for-hire company; and

(8) a copy of the company's zero-tolerance policy for intoxicating substances.

SEC. 47A-2.1.3. CHANGES TO INFORMATION IN OPERATING AUTHORITY APPLICATION.

Any changes to the information provided in the operating authority permit application must be reported to the director, in the manner prescribed by the director, within 10 days of the change.

SEC. 47A-2.1.4. EXPIRATION OF OPERATING AUTHORITY PERMIT.

An operating authority permit expires one year from the date it is issued.

SEC. 47A-2.1.5. SUSPENSION OR REVOCATION OF OPERATING AUTHORITY.

(a) Suspension. The following regulations apply to the suspension of a temporary or annual operating authority permit:

(1) The director may suspend an operating authority permit if the director determines that the operating authority permit holder failed to comply with a correction order issued to the holder by the director within the time specified in the order.

(2) Suspension of an operating authority permit does not affect the expiration date of the permit.

(b) Revocation. The following regulations apply to the revocation of a temporary or annual operating authority permit:

(1) The director shall revoke operating authority if the director determines that the operating authority permit holder has:

(A) made a false statement as to a material matter in the application concerning the operating authority; or

(B) failed to maintain the insurance required by this chapter.

(2) After revocation of an operating authority permit, an operating authority permit holder is not eligible for another permit for a period of up to two years, depending on the severity of the violation resulting in the revocation.

SEC. 47A-2.1.6. ZERO-TOLERANCE DRUG POLICY.

(a) An operating authority shall employ, maintain, and enforce as to its drivers a zero-tolerance policy prohibiting the use of intoxicating substances.

(b) An operating authority shall include on its publicly remotely accessible data site notice of the operating authority's zero-tolerance policy for intoxicating substances and information on how passengers may report a possible violation of the policy to the operating authority and to the City.

SEC. 47A-2.1.7. PUBLICLY REMOTELY ACCESSIBLE DATA SITE.

Each operating authority shall maintain a publicly remotely accessible data site that contains, at a minimum:

(1) the operating authority's rate information;

(2) the operating authority's zero-tolerance policy for intoxicating substances;

(3) the operating authority's contact information;

(4) a statement that wheelchair accessible vehicles are available upon request;
and

(5) information on how to report complaints to the city.

SEC. 47A-2.1.8. TRANSPORTATION-FOR-HIRE SERVICE AT DALLAS LOVE FIELD AIRPORT AND DALLAS-FORT WORTH INTERNATIONAL AIRPORT.

In addition to complying with this chapter, an operating authority providing transportation-for-hire services at Dallas Love Field Airport or Dallas-Fort Worth International Airport shall comply with all of the rules and regulations of those airports.

SEC. 47A-2.1.9. NONTRANSFERABILITY.

An operating authority permit is not transferable. This regulation should not be construed to impede the continuing use of trade names.

DIVISION 2.

DRIVER PERMIT.

SEC. 47A-2.2.1. DRIVER PERMIT REQUIRED.

(a) A person may not drive a transportation-for-hire vehicle without a valid driver permit issued under this article.

(b) An operating authority may not knowingly request or allow a person who does not hold a valid driver permit issued under this article to drive a transportation-for-hire vehicle for that operating authority.

SEC. 47A-2.2.2. QUALIFICATIONS FOR DRIVER PERMIT.

(a) To qualify for a driver permit, an applicant must:

(1) hold a driver's license that meets the requirements of Chapter 521, Texas Transportation Code;

(2) not be afflicted with a physical or mental disease or disability that is likely to prevent the applicant from exercising ordinary and reasonable control over a motor vehicle or that is likely to otherwise endanger the public health or safety;

(3) not have been convicted of more than three moving traffic violations arising out of separate incidents, or involved in more than one automobile accident in which it could be reasonably determined that the applicant was more than fifty percent at fault, within any 12-month period during the preceding 24 months;

(4) not have been convicted of a crime:

(A) involving:

(i) criminal homicide as described in Chapter 19 of the Texas Penal Code;

(ii) kidnapping as described in Chapter 20 of the Texas Penal Code;

(iii) a sexual offense as described in Chapter 21 of the Texas Penal Code;

(iv) an assaultive offense as described in Chapter 22 of the Texas Penal Code;

(v) robbery as described in Chapter 29 of the Texas Penal Code;

(vi) any offense under the Texas Penal Code committed against a person with whom the applicant came in contact while engaged in transportation-for-hire service;

(vii) the transfer, carrying, or possession of a weapon in violation of Chapter 46 of the Texas Penal Code, but only if the violation is punishable as a felony;

(viii) a violation of the Dangerous Drugs Act (Chapter 483 of the Texas Health and Safety Code) that is punishable as a felony;

(ix) a violation of the Controlled Substances Act (Chapter 481 of the Texas Health and Safety Code) that is punishable as a felony; or

(x) criminal attempt to commit any of the offenses listed in Subdivision (7)(A)(i) through (viii) of this subsection;

(B) for which:

(i) less than two years have elapsed since the date of conviction or the date of release from confinement imposed for the conviction, whichever is the later date, if the applicant was convicted of a misdemeanor offense;

(ii) less than five years have elapsed since the date of conviction or the date of release from confinement for the conviction, whichever is the later date, if the applicant was convicted of a felony offense; or

(iii) less than five years have elapsed since the date of the last conviction or the date of release from confinement for the last conviction, whichever is the later date, if, within any 24-month period, the applicant has two or more convictions of any misdemeanor offense or combination of misdemeanor offenses;

(5) not have been convicted of, or discharged by probation or deferred adjudication for, driving while intoxicated:

(A) within the preceding 12 months; or

(B) more than one time within the preceding five years; and

(6) not be subject to an outstanding warrant of arrest in the State of Texas.

(b) If an applicant is denied a driver permit on the basis that they have been convicted of an offense listed in Subsection (a)(4) or (5), for which the required time period has not elapsed since the date of conviction or the date of release from confinement imposed for the conviction, the Applicant may appeal the denial to the Permit and License Appeal Board in the manner set out in Dallas City Code 2-96. The Permit and License Appeal Board may determine that the driver is presently fit to engage in the occupation of a transportation-for-hire driver by considering consider the following:

- (1) the extent and nature of the applicant's past criminal activity;
- (2) the age of the applicant at the time of the commission of the crime;
- (3) the amount of time that has elapsed since the applicant's last criminal activity;
- (4) the conduct and work activity of the applicant prior to and following the criminal activity;
- (5) evidence of the applicant's rehabilitation or rehabilitative effort while incarcerated or following release; and
- (6) other evidence of the applicant's present fitness, including letters of recommendation from prosecution, law enforcement, and correctional officers who prosecuted, arrested, or had custodial responsibility for the applicant; the sheriff and chief of police in the community where the applicant resides; and any other persons in contact with the applicant.

SEC. 47A-2.2.3. APPLICATION FOR DRIVER PERMIT.

To obtain a driver permit or renewal of a driver permit, the applicant must complete a written application on a form provided for the purpose. The application must include the applicant's contact information, including the applicant's mailing address and telephone number, and a method for privately contacting the applicant electronically (such as an email address).

SEC. 47A-2.2.4. INVESTIGATION OF APPLICATION FOR DRIVER PERMIT.

An applicant seeking an initial driver permit or renewal of an existing driver permit must provide to the director or to a third-party approved by the director for certification:

- (a) an official copy of the applicant's criminal history from the state of Texas and all other states in which the applicant resided in the preceding five (5) years, or the applicant's Identity History Summary Check from the Federal Bureau of Investigation; and
- (b) an official copy of the applicant's driving record from the state of Texas and all other states in which the applicant resided in the preceding three (3) years.

SEC. 47A-2.2.5. APPROVAL OR DENIAL OF DRIVER PERMIT.

(a) Applicants who are not seeking renewal of an existing driver permit must complete a training class approved by the director on city regulations, familiarity with the city, and customer service before the applicant may receive a driver permit.

(b) The director shall issue a driver permit to the applicant if:

(1) the director determines that the applicant is qualified to receive a permit under Section 47A-2.2.2; and

(2) the applicant has completed the training class required by Subsection (a) of this section.

(c) The director shall deny the application for a driver permit if the applicant:

(1) is not qualified under Section 47A-2.2.2, or

(2) makes a false statement of a material fact in his application for a driver permit.

(d) If the director determines that a driver permit should be denied, the director shall notify the applicant in writing that his application is denied and include in the notice the reason for denial and a statement informing the applicant of his right of appeal.

SEC. 47A-2.2.6. CHANGES TO INFORMATION IN DRIVER PERMIT APPLICATION.

Any changes in the driver's contact information must be reported to the director prior to or contemporaneously with those changes.

SEC. 47A-2.2.7. DURATION OF DRIVER PERMIT.

(a) A driver permit expires two years from the date it is issued.

(b) If a driver's state driver's license is suspended or revoked by the state, his transportation-for-hire driver permit automatically becomes void. A driver shall immediately notify the director and each operating authority for which he drives of a suspension or revocation of his driver's license by the state and shall immediately surrender his driver permit to the director.

SEC. 47A-2.2.8. DUPLICATE DRIVER PERMIT.

If a driver permit is lost or destroyed, the director shall issue the driver a duplicate driver permit upon payment to the city of a fee of \$10.

SEC. 47A-2.2.9. DISPLAY OF DRIVER PERMIT.

(a) A driver shall have the driver permit in his possession at all times that the driver is providing transportation-for-hire services.

(b) A driver shall allow the director or a peace officer to examine the driver permit upon request.

SEC. 47A-2.2.10. SUSPENSION OR REVOCATION OF DRIVER PERMIT.

(a) Suspension.

(1) If the director determines that a driver has failed to comply with this chapter or a rule or regulation established under this chapter, the director may suspend the driver permit for a definite period of time not to exceed 60 days.

(2) If at any time the director determines that a driver is not qualified under Section 47A-2.2.2, or is under indictment or has charges pending for any offense involving driving while intoxicated or a felony offense involving a crime described in Section 47A-2.2.2 or criminal attempt to commit any of those offenses, the director shall suspend the driver permit until such time as the director determines that the driver is qualified or that the charges against the driver have been finally adjudicated.

(3) A driver whose driver permit is suspended shall not drive a transportation-for-hire vehicle inside the city during the period of suspension.

(4) The director shall notify in writing the driver and all operating authorities of a suspension under this section and include in the notice the reason for the suspension, the date the director orders the suspension to begin, the duration of suspension, and a statement informing the driver of a right of appeal. The period of suspension begins on the date specified by the director or, in the case of an appeal, on the date ordered by the permit and license appeal board.

(5) A driver whose driver permit has been suspended may not resume providing transportation-for-hire driver services after the suspension period has ended until the driver repeats the training class required by Section 47A-2.2.5(a) of this chapter. A driver may attend the training class at any available time during or after the suspension period.

(b) Revocation.

(1) The director shall revoke a driver permit if the director determines that the driver:

(A) drove a transportation-for-hire vehicle for hire inside the city during a period in which the driver's permit was suspended;

(B) made a false statement of a material fact in the application for a driver permit;

(C) engaged in conduct that constitutes a ground for suspension under Subsection (a), and received either a suspension in excess of three days or a conviction for violation of this chapter, two times within the 12-month period preceding the occurrence of the conduct or three times within the 24-month period preceding the occurrence of the conduct;

(D) engaged in conduct that could reasonably be determined to be detrimental to the public safety; or

(E) was convicted of any felony offense involving a crime described in Section 47A-2.2.2 while holding a driver permit.

(2) A person whose driver permit is revoked shall not:

(A) apply for another driver permit before the expiration of two years from the date the director revokes the permit or, in the case of an appeal, the date the permit and license appeal board affirms the revocation; or

(B) drive a transportation-for-hire vehicle inside the city.

(3) The director shall notify the driver in writing of a revocation and include in the notice the reason for the revocation, the date the director orders the revocation, and a statement informing the driver of the right of appeal.

(4) After receipt of notice of revocation, the driver shall, on the date specified in the notice, surrender the driver permit to the director and discontinue driving a transportation-for-hire vehicle inside the city.

(5) If the driver appeals the revocation under this section, the driver may continue to drive a transportation-for-hire vehicle pending the appeal unless:

(A) the driver permit is revoked pursuant to Subsection (b)(1)(E) of this section; or

(B) the director determines that continued operation of a transportation-for-hire vehicle by the driver would impose an immediate threat to public safety.

SEC. 47A-2.2.11. NONTRANSFERABILITY.

A driver permit issued to one person is not transferable to another.

SEC. 47A-2.2.12. DRIVER REGULATIONS.

While driving a transportation-for-hire vehicle, a driver shall comply with this chapter, rules and regulations established under this chapter, and all other laws applicable to the operation of a motor vehicle in this state. A driver providing transportation-for-hire services at Dallas Love Field Airport or Dallas-Fort Worth International Airport shall also comply with all of the rules and regulations of those airports.

DIVISION 3.

VEHICLE PERMIT.

SEC. 47A-2.3.1. VEHICLE PERMIT REQUIRED.

No vehicle may be used to provide transportation-for-hire services without a valid permit for that vehicle issued under this article.

SEC. 47A-2.3.2. REQUIREMENTS FOR VEHICLE PERMIT.

To obtain a vehicle permit or renewal of a vehicle permit, a person must provide the director or an approved company with the following information and documents:

- (1) current state issued registration and safety inspection;
- (2) proof that, within the preceding thirty (30) days, the vehicle has been inspected and certified as meeting the requirements in Section 47A-2.3.3.

SEC. 47A-2.3.3 VEHICLE QUALITY STANDARDS.

(a) An operating authority shall maintain all motorized vehicles operating under its permit, and a driver shall maintain the motorized transportation-for-hire vehicle he is driving for hire, in a condition such that each vehicle is mechanically sound and road worthy, the exterior and interior are clean and appear new or substantially like new, and meets the following standards:

- (1) body panels, trim, and moldings are free of dents (other than minor door dings that do not involve paint damage), scratches or other obvious unrepaired damage;
- (2) paint in good condition, free of scratches or other obvious unrepaired damage, visible fading, runs, peeling, overspray, mismatched colors, or excessive “orange peel”;
- (3) all recall work recommended by the vehicle’s manufacturer has been performed;
- (4) all exterior lights function and are aimed as designed by the manufacturer;

- (5) all doors open and close smoothly using interior and exterior door handles;
- (6) windshield and windows are in good condition, free of cracks or any condition that obscures visibility;
- (7) front and rear seats, armrests, interior door panels, headliners, carpet, mats, and front and rear dashboards are in good condition, free of cracks, rips, tears or excessive wear;
- (8) all seat belts function smoothly, lock securely, and are free of twists, cuts or visible signs of wear;
- (9) power windows and locks function properly;
- (10) windshield wipers function as designed and wiper blades clean properly;
- (11) all dashboard lights illuminate as designed;
- (12) air conditioner, heater, and defoggers function properly;
- (13) all interior lights function properly;
- (14) all power controlled rearview mirrors function properly;
- (15) trunk lid functions properly;
- (16) trunk compartment contains a proper spare tire in good condition with proper tread depth and air pressure, and all tools required to change a tire;
- (17) engine hood release operates properly;
- (18) all engine compartment fluid levels are at manufacturer recommended levels;
- (19) no leaks or excessive noise emitting from the fuel pump, cooling system, water pump, engine, or transmission;
- (20) all engine belts are in good condition with no visible signs of damage or excessive wear;
- (21) air filter is clean;
- (22) engine oil is clean and free of contaminants;
- (23) battery is at full charge, tests to proper standards and shows no visible signs of damage or leakage;

(24) front and rear tires, wheels and wheel covers match and are the proper size and type for the vehicle;

(25) front and rear tires contain the proper air pressure, sidewalls are in good condition, and tread depth is a minimum of 5/32”;

(26) all lug nuts are properly torqued;

(27) brake rotors show no signs of warpage, heat damage, or excessive wear;

(28) brakes, including parking brakes, and brake assemblies, calipers, lines, hoses and cables show no signs of leakage, damage, or excessive wear;

(29) vehicle chassis, including frame rails, subframe, transmission case or pan, drive shaft, fuel tank and components, steering system, differential assembly, exhaust system, transmission mounts, and struts/shocks show no sign of damage, leakage, or excessive wear;

(30) on startup, engine idles normally; and

(31) while driving, engine performs normally, transmission shifts normally, brakes function normally, no warning lights illuminate, and steering functions normally, with no abnormal vibration.

(b) It is a defense to prosecution for a violation of Subsection (a) that the violation was remedied within twenty-one (21) days after receiving the citation.

(c) A person commits an offense if he knowingly falsely certifies, requests another to falsely certify, or intentionally causes another to falsely certify that a transportation-for-hire vehicle meets the standards in Subsection (a).

SEC. 47A-2.3.4. DISPLAY OF VEHICLE PERMIT.

(a) A person commits an offense if he:

(1) operates a transportation-for-hire vehicle with an expired vehicle permit or with no vehicle permit affixed to the vehicle;

(2) attaches a vehicle permit to a transportation-for-hire vehicle not authorized to operate as a transportation-for-hire vehicle;

(3) forges, alters, or counterfeits a transportation-for-hire vehicle permit required by this section; or

(4) possesses a forged, altered, or counterfeited transportation-for-hire vehicle permit required by this section.

(b) A transportation-for-hire vehicle permit assigned to one vehicle is not transferable to another.

SEC. 47A-2.3.6. EXPIRATION OF VEHICLE PERMIT.

The vehicle permit expires one year from the date it is issued.

DIVISION 4.

SERVICE RULES.

SEC. 47A-2.4.1. NO SOLICITATION.

A driver may not solicit passengers if the solicitation is:

- (1) from a location other than the driver's compartment or the immediate vicinity of the driver's transportation-for-hire vehicle; or
- (2) in a way that annoys or obstructs the movement of a person.

SEC. 47A-2.4.2. NON-DISCRIMINATION.

An operating authority or driver shall not refuse service to a passenger based on the passenger's race; color; age; religion; sex; marital status; sexual orientation, as that term is defined in Chapter 34 of this code; gender identity and expression, as that term is defined in Chapter 34 of this code; national origin; disability; political opinions; or affiliations.

SEC. 47A-2.4.3. CITY-WIDE SERVICE.

- (a) An operating authority may not exclude from service any portion of the city.
- (b) An operating authority may not refuse to convey a ride request to an available driver based on point of origin, destination, or length of trip.
- (c) While operating a transportation-for-hire vehicle, a driver shall not refuse a person who requests service unless:
 - (1) the person is disorderly;
 - (2) the driver is engaged in answering a previous request for service;
 - (3) the driver has reason to believe that the person is engaged in unlawful conduct; or
 - (4) the driver, based on observation of a specific passenger, reasonably fears for the driver's own safety.

(d) This section does not apply to transportation-for-hire service provided by non-motorized passenger transport vehicles.

SEC. 47A-2.4.4. WHEELCHAIR ACCESSIBILITY.

(a) When a wheelchair accessible vehicle is requested, the operating authority must provide a wheelchair accessible vehicle, or cause one to be provided, without unreasonable delay.

(b) Operating authorities and drivers are prohibited from charging a higher fare rate for wheelchair accessible transportation-for-hire vehicles.

SEC. 47A-2.4.5. DIRECT AND EXPEDITIOUS ROUTE.

(a) A driver must take the most direct and expeditious route available, unless otherwise directed by the passenger.

(b) This section does not apply to transportation-for-hire service provided by non-motorized passenger transport vehicles.

SEC. 47A-2.4.6. PAYMENT BY CREDIT CARD.

(a) An operating authority or driver, whichever accepts payment for a fare, must allow fares to be paid by credit card.

(b) When accepting a credit card payment, an operating authority or driver must use a secure credit card processing method that encrypts information transmitted to authenticate a credit card payment transaction for approval.

SEC. 47A-2.4.7. SIGNAGE.

A driver shall at all times while the driver is providing transportation-for-hire services display inside the vehicle in a manner that is visible and legible to passengers: the driver's first name and picture, the driver permit number, the vehicle permit number, and information on how to contact the city to make a complaint.

SEC. 47A-2.4.8. RATES AND FARES.

(a) For purposes of this section, "payor" means the person paying for transportation-for-hire service.

(b) An operating authority shall inform the payor of the rate for the transportation-for-hire service before the transportation-for-hire service is provided.

(c) An operating authority must disclose its rates on a publicly remotely accessible data site. An operating authority must also disclose its rates on a sign placed in or on all hailable transportation-for-hire vehicles operated under the operating authority's permit.

(d) A driver or operating authority shall provide the payor of a fare with a legible receipt at the time of payment. The receipt, alone or in combination with additional contemporaneously produced document(s), must contain the following information:

- (1) the fare rate;
- (2) the total fare;
- (3) an itemization showing how the fare was calculated;
- (4) the trip distance (if fare based in whole or in part on distance);
- (5) the duration of the trip in minutes (if fare based in whole or in part on time);
- (6) the name of the operating authority under which the driver was operating at the time of the ride;
- (7) the driver's first name and driver permit number; and
- (8) the vehicle permit number.

(e) The receipt may be submitted to the payor electronically if the ride was dispatched electronically or if the payor agrees to accept an electronic receipt.

(f) Hailable vehicles shall not charge any fare for providing transportation-for-hire service in the city that exceeds the maximum rates of fare authorized by the following schedule:

(1) General fares.

Initial meter drop \$2.25

Each 1/9 mile \$0.20

Traffic delay time/waiting time, per 1-1/2 minutes \$0.45

Each extra passenger (up to manufacturer's rated seating capacity) \$2.00

(2) Love Field Airport fares.

Each passenger-carrying trip departing from the airport (in addition to the general fare) \$0.50

Minimum charge for each trip departing from the airport \$8.00

Flat rate for each trip either originating at the airport and terminating at a location within the Dallas Central Business District area or originating at a location within the Dallas Central Business District area and terminating at the airport \$18.00

Flat rate for each trip either originating at the airport and terminating at a location within the Dallas Market Center area or originating at a location within the Dallas Market Center area and terminating at the airport \$15.00

(3) Dallas-Fort Worth International Airport fares.

Minimum charge for each terminal transfer \$7.00

Minimum charge for each trip that requires exiting the Airport parking plaza and terminates inside of airport property \$14.50

Minimum charge for each trip that requires exiting the Airport parking plaza and terminates outside of airport property \$17.00

Flat rate for each trip either originating at the airport and terminating at a location within the Dallas Central Business District area or originating at a location within the Dallas Central Business District area and terminating at the airport \$40.00

Flat rate for each trip either originating at the airport and terminating at a location within the Dallas Market Center area or originating at a location within the Dallas Market Center area and terminating at the airport \$32.00

(4) Gasoline surcharge.

(A) A gasoline surcharge approved by the director may be added to a hailable vehicle fare when the average weekly retail price of regular grade gasoline in the State of Texas exceeds \$2.00 per gallon as determined by the United States Department of Energy, Energy Information Administration.

(B) The gasoline surcharge will be calculated in \$0.50 increments and applied per trip. For every \$0.50 increase or decrease in the average price per gallon of gasoline above the \$2.00 threshold, the per trip surcharge fee will be adjusted \$0.50 up or down to reflect the change in the average gasoline price. For example:

AVERAGE PRICE OF GASOLINE (PER GALLON)	AMOUNT OF SURCHARGE (PER TRIP)
\$2.00 or less	No surcharge
\$2.01 to \$2.50	\$0.50

\$2.51 to \$3.00	\$1.00
\$3.01 to \$3.50	\$1.50
Each additional \$0.50 increase in the average per gallon price of gasoline	Additional \$0.50 per trip

(C) The director shall determine the gasoline surcharge on a quarterly basis each year by checking, in accordance with the following schedule, the average price per gallon of gasoline as posted by the United States Department of Energy in its weekly updates:

DATE OF QUARTERLY PRICE CHECK BY DIRECTOR	DATE OF QUARTERLY ADJUSTMENT (IF REQUIRED)
December 20	January 1
March 20	April 1
June 20	July 1
September 20	October 1

(g) Each driver of a hailable vehicle shall charge the rates of fare prescribed in Subsection (f) in accordance with the following terms and conditions:

(1) “Dallas Central Business District area” includes:

(A) the Dallas Central Business District, which is the area bounded by Woodall Rodgers Freeway on the north, Central Expressway on the east, R. L. Thornton Freeway on the south, and Stemmons Freeway on the west; and

(B) all points located within 1,000 feet of the Dallas Central Business District boundaries described in Paragraph (1)(A) of this subsection.

(2) “Dallas Market Center area” includes:

(A) the Dallas Market Center, which is the area bounded by Motor Street on the northwest, Harry Hines Boulevard on the northeast, Oak Lawn Avenue on the southeast, and Irving Boulevard on the southwest; and

(B) all points located within 1,000 feet of the Dallas Market Center boundaries described in Paragraph (2)(A) of this subsection.

(3) “Extra passengers” means the total number of passengers, less one, riding in the same vehicle whether or not going to the same destination.

(4) “Traffic delay time” is that time, as set and determined by the meter, during which the vehicle is stopped in traffic or proceeding at a speed of less than 11.5 miles per hour due to traffic conditions.

(5) “Waiting time” may be charged only when a passenger or party requests a vehicle to wait and be held exclusively for the use of that passenger or party.

(6) Passengers in the same vehicle traveling between the same points must be considered as one trip, and a multiple fare may not be charged. The only extra charge permitted for additional passengers is the \$2.00 allowed under Subsection (e) for each extra passenger.

(7) When passengers in the same vehicle have different destinations, the fare must be collected and the meter must be reset at each destination point, except when the vehicle is engaged by, and the fare for the entire trip is paid by, one passenger or party. The \$2.00 charge for each extra passenger is permitted under this paragraph only when the fare for the entire trip is paid by one passenger or party or when more than one passenger disembarks at a single location.

(8) A passenger or party must reimburse the driver for all lawful tolls paid during the time of engagement only if the passenger or party was notified of the toll route beforehand by the driver and did not object to the toll route.

(h) The director shall periodically review the hailable vehicle rates of fare and, after receiving input from operators and drivers of hailable vehicles, recommend any change to the city council. The city council shall hold a public hearing to consider the proposed change in rates of fare. After the hearing, the city council may approve, disapprove, or modify the proposed change.

(i) Nothing in this section prohibits a hailable vehicle from being operated for a discounted rate or charge.

SEC. 47A-2.4.9. ADDITIONAL REQUIREMENTS FOR HAILABLE VEHICLES.

(a) All hailable vehicles must:

(1) have a roof mounted top light that illuminates when the vehicle is in service but not available to be hailed; and

(2) display the following information on at least one door on each side of the vehicle:

(A) the name of the operating authority under which the vehicle is currently operating,

(B) the vehicle permit number, and

(C) the fare rate.

(b) The size and format of the information required by this section must be approved by the director.

(c) If a hailable vehicle is neither engaged in service nor available to be hailed, the driver must place a sign in the front window on the right side of the vehicle with the words “NOT FOR HIRE” printed in letters not less than 3” in height with a stroke of not less than 3/8”.

SEC. 47A-2.4.10. GOUGING PROHIBITED.

Drivers and operating authorities may not knowingly or intentionally quote, charge, or attempt to charge a fare higher than the fare calculated based on the operating authority’s published rates or the rates allowed by this chapter for hailable vehicles, whichever is applicable.

SEC. 47A-2.4.11. SMARTWAY CERTIFIED VEHICLES.

(a) SmartWay certified hailable transportation-for-hire vehicles that are 2011 model year or newer, authorized to operate at Love Field, will be eligible to advance to the front of the airport’s holding or dispatch areas. “Head-of-the-line” privileges do not apply at stands used for loading passengers at the airports.

(b) A hailable compressed natural gas vehicle that is not SmartWay Certified but is in service and eligible for head-of-the-line privileges up to the effective date of this ordinance will continue to be eligible for head-of-the-line privileges until the expiration of seven (7) calendar years from the model year of the vehicle provided that the vehicle meets and continues to meet all other requirements of this chapter.

SEC. 47A-2.4.12. SOLICITATION OF PASSENGERS BY BUSINESS ESTABLISHMENTS.

(a) An employee of a business establishment, other than an operating authority, who acts as an agent in obtaining transportation-for-hire service for prospective passengers shall not:

(1) solicit nor accept payment from a driver in return for giving preferential treatment in directing passengers to a driver; or

(2) interfere with the orderly progression of transportation-for-hire vehicles from the rear to the front of a queue.

(b) Business establishments or their agents may not require guests to use a specific transportation-for-hire operating authority, driver, or vehicle.

(c) Drivers may not pay an employee of a business establishment to solicit passengers or to give preferential treatment in directing passengers to that driver.

SEC. 47A-2.4.13. DRIVER AVAILABILITY LOG.

(a) An operating authority that employs contingent primary liability coverage to meet the insurance requirements of Section 47A-2.5.2 shall maintain a real time record that demonstrates each date and time that a driver providing transportation-for-hire services under that operating authority has, in the manner prescribed by the operating authority, signaled to the operating authority that the driver:

- (1) is available to accept a ride request;
- (2) has accepted a ride request; and
- (3) has completed a requested ride.

(b) The operating authority shall retain the record required by Subsection (a) for a minimum of ninety (90) days after the record is made, and shall make the records available for inspection by the director upon reasonable notice.

DIVISION 5.

INSURANCE.

SEC. 47A-2.5.1. INSURANCE POLICY REQUIREMENTS AND PROHIBITIONS.

(a) An operating authority shall procure and keep in full force and effect no less than the insurance coverage required by this article through a policy or policies written by an insurance company that:

(1) is listed as an authorized auto liability lines carrier on the Texas Department of Insurance's List of Authorized Insurance Companies or a surplus lines insurer listed on the Texas Department of Insurance's list of Eligible Surplus Lines Insurance Companies;

(2) is acceptable to the city; and

(3) does not violate the ownership or operational control prohibitions described in Subsection (e) of this section.

(b) The insured provisions of the policy must name the city and its officers and employees as additional insureds, and the coverage provisions must provide coverage for any loss or damage that may arise to any person or property by reason of the operation of a transportation-for-hire vehicle when driven by any authorized driver.

(c) Insurance required under this article must:

(1) include a cancellation provision in which the insurance company is required to notify the director in writing not fewer than 30 days before canceling (for a reason other than non-payment) or making a material change to the insurance policy;

(2) include a cancellation provision in which the insurance company is required to notify the director in writing not fewer than 10 days before canceling for non-payment;

(3) cover all transportation-for-hire vehicles during all times that the vehicles are operating in furtherance of the operating authority's business, whether the vehicles are owned, non-owned, hired, rented, or leased by the operating authority, and whether the vehicles are or are not listed on a schedule of vehicles provided to the insurance company;

(4) include a provision requiring the insurance company to pay every covered claim on a first-dollar basis;

(5) require notice to the city of Dallas if the policy is cancelled or materially changed; and

(6) comply with all applicable federal, state, or local laws.

(d) A driver must keep proof of any and all liability insurance policies applicable to the driver or vehicle in the vehicle while the driver is providing transportation-for-hire services.

(e) No person who has a 20 percent or greater ownership interest in the operating authority may have any interest in the insurance company.

(f) The operating authority may not be self-insured.

(g) Any insurance policy required by this article must be on file with the city within forty-five (45) days of the issuance of the initial operating authority permit, and thereafter within 45 days of the expiration or termination of a previously issued policy

SEC. 47A-2.5.2. MINIMUM INSURANCE LIMITS.

(a) Insurance policy limits for motorized transportation-for-hire vehicles. At a minimum, the liability coverage for motorized transportation-for-hire vehicles must be provided as follows:

(1) From the time a driver indicates that the vehicle is available to accept a ride request, but before the driver has accepted a ride request, the vehicle and driver must be covered by contingent primary liability coverage for injury and property damage arising out of or caused by the operation of the vehicle in the amount of \$50,000 per person, \$100,000 per occurrence for bodily injury and \$25,000 in property damage; and

(2) From the time a driver accepts a ride request, either by being physically hailed or dispatched, to the time the passenger exits the vehicle, the vehicle and driver must be covered by primary commercial automobile liability coverage with a combined single limit of liability for injury and property damage arising out of or caused by the operation of the vehicle in the following amounts:

For vehicles with a manufacturer's rated seating capacity of 1-8 passengers \$500,000

For vehicles with a manufacturer's rated seating capacity of 9 or more passengers \$1,000,000.

(b) Insurance policy limits for non-motorized passenger transport vehicles. The commercial general liability insurance for non-motorized passenger transport vehicles must provide combined single limits of liability for bodily injury and property damage of not less than \$500,000 for each occurrence, or the equivalent, and include coverage for premises operations, independent contractors, products/completed operations, personal injury, contractual liability, and medical payments. Coverage for medical payments must include a minimum limit of \$5,000 per person. Aggregate limits of liability are prohibited.

ARTICLE III.

REGULATIONS SPECIFIC TO NON-MOTORIZED PASSENGER TRANSPORT VEHICLES.

SEC. 47A-3.1. ROUTE.

Transportation-for-hire service offered by non-motorized passenger transport vehicles may only be offered in accordance with a preapproved route, with fixed pickup and destination points, that must be current and kept on file with the director.

SEC. 47A-3.2. REQUIREMENTS FOR HORSES IN SERVICE.

(a) Before any horse may be used in a non-motorized passenger transport service, the operating authority permit holder must furnish the director with:

(1) a state certificate of veterinarian inspection identifying the horse by description or photograph and showing that the horse has been examined at least once within the preceding six months by a veterinarian licensed by the State of Texas who specializes in equine medicine;

(2) proof that the horse has had tetanus, rabies, and Eastern-Western encephalitis vaccinations; and

(3) photographs showing identifying markings of the horse.

(b) A horse used in a non-motorized passenger transport service must:

(1) be appropriately shod to work on paved streets; if a horse loses a shoe while working, an “eazy” type boot may be used to finish the scheduled work day;

(2) not have any open wound, oozing sore, cut below skin level, or bleeding wound;

(3) not have evidence of lameness, such as but not limited to head bobbing or irregular rhythm;

(4) be offered not less than five gallons of drinking water at least every two hours;

(5) have at least a 10-minute rest period after every 50 minutes worked;

(6) not work longer than eight hours in a 24-hour period with a minimum of 12 hours rest;

(7) have all harnesses properly fitted and in good repair with no deficiencies that could reasonably be deemed a safety hazard;

(8) be properly cleaned with no offensive odors or caked dirt or mud;

(9) wear a special sanitary device for containing animal excrement;

(10) not work when the outside temperature exceeds 99 degrees Fahrenheit, or the thermal heat index exceeds 150, as measured by the National Weather Service at Love Field; and

(11) be examined at least once every six months by a veterinarian licensed by the State of Texas who specializes in equine medicine and receive a state certificate of veterinarian inspection, which must be submitted to the director.

(c) The director, or a designated representative of the city department of code compliance, may require the operating authority or driver of a horse-drawn carriage to remove from service any horse that appears to be ill, overtired, undernourished, overloaded, injured, or lame or whose health or life, in the opinion of a veterinarian or qualified equine animal services officer, is in imminent danger. To reinstate a horse removed from service, the horse must be re-examined and a new state certificate of veterinarian inspection issued for the horse by a veterinarian licensed by the State of Texas and specializing in equine medicine, which certificate must be submitted to the director.

(d) A person commits an offense if he harasses or startles, or attempts to harass or startle, any horse while the horse is pulling a carriage or at rest or otherwise treats a horse inhumanely while it is working in a non-motorized passenger transport service.

(e) An operating authority and driver shall use a trailer to transport a horse to a job location in the city that is more than three miles from the location where the horse is stabled.

(f) For purposes of this section, a horse is considered to be working any time it is on a public street or sidewalk, or other public right-of-way, during any hour of operation of the non-motorized passenger transport service that is authorized by and on file with the director.

SEC. 47A-3.4. REQUIRED EQUIPMENT.

(a) An operating authority shall maintain for all non-motorized passenger transport vehicles operating under its permit, and a driver shall maintain for the non-motorized passenger transport vehicle he is driving for hire, the following equipment in good condition:

- (1) head-lights;
- (2) tail-lights;
- (3) flashing lights;
- (4) a braking system approved by the director;
- (5) rubber on all wheels;
- (6) a “slow moving vehicle” sign attached to the rear of the vehicle;
- (7) evidence of insurance required by Division 5 of Article II of this chapter;
- (8) the company name and a unit number conspicuously located on the rear of the vehicle in letters not less than two inches high;
- (9) a vehicle permit or temporary permit placed in a manner and location approved by the director;
- (10) any other equipment required to comply with all applicable federal and state laws; and
- (11) any other special equipment that the director determines to be necessary for the service to be operated.

(b) An operating authority and driver shall, at all times, keep each non-motorized passenger transport vehicle clean and free of refuse and in safe operating condition.

(c) A non-motorized passenger transport vehicle must not have any cracks, broken or missing parts, or other visible damage. All wheels must be firmly attached to the hub of a vehicle and all springs, axles, and supporting structures of each vehicle must be intact.

SEC. 47A-3.3. APPLICATION FOR OPERATING AUTHORITY.

In addition to the information required by Section 47A-2.1.2 of this chapter, to obtain an operating authority permit for transportation-for-hire service offered by non-motorized passenger transport vehicles, the verified application statement filed with the director must include:

- (1) the number of horses the applicant proposes to use in the operation of the service with a description or photograph and a state certificate of veterinarian inspection for each horse; and
- (2) the proposed routes to be offered.

ARTICLE IV.

ENFORCEMENT.

SEC. 47A-4.1. RESPONSIBILITY FOR ENFORCEMENT.

(a) The director may, with or without notice, inspect any transportation-for-hire vehicle operating under this chapter to determine whether the vehicle complies with this chapter, rules and regulations established under this chapter, or other applicable law.

(b) The director shall enforce this chapter with the assistance of the police department. A police officer upon observing a violation of this chapter or the rules or regulations established by the director, shall take necessary enforcement action to ensure effective regulations of transportation-for-hire service.

SEC. 47A-4.2. REMOVAL OF EVIDENCE OF AUTHORIZATION.

Whenever an operating authority permit, driver permit, or vehicle permit is suspended, revoked, or renewal denied, the director may remove or require the surrender of all evidence of authorization as an operating authority, driver, or transportation-for-hire vehicle, including, but not limited to, removal or surrender of operating authority, permits, decals, and signage.

SEC. 47A-4.3. TOWING AND IMPOUNDING.

A vehicle shall be towed and impounded if determined by the director or any peace officer to be operating as a transportation-for-hire vehicle without:

- (1) the operating authority required by this chapter,
- (2) a driver permit required by this chapter,

- (3) a vehicle permit required by this chapter, or
- (4) the insurance required by this chapter.

SEC. 47A-4.4. CORRECTION ORDER.

(a) If the director determines that an operating authority or driver is violating or has violated this chapter, terms of its permit, a rule or regulation established by the director, or other law, the director may notify the operating authority or driver in writing of the violation and by written order direct the operating authority or driver to correct the violation within a reasonable period of time. In setting the time for correction the director shall consider the degree of danger to the public health or safety and the nature of the violation. If the violation involves equipment that is unsafe or functioning improperly, the director shall order the operating authority or driver to immediately cease use of the equipment.

(b) If the director determines that a violation constitutes an imminent and serious threat to the public health or safety, the director shall order the operating authority or driver to correct the violation immediately, and, if the operating authority or driver fails to comply, the director shall promptly take or cause to be taken such action as the director considers necessary to enforce the order immediately.

(c) The director shall include in a notice issued under this subsection an identification of the violation, the date of issuance of the notice and the time period within which the violation must be corrected, a warning that failure to comply with the order may result in suspension or revocation of the permit or imposition of a fine or both, and a statement indicating that the order may be appealed.

SEC. 47A-4.5. SERVICE OF NOTICE.

(a) An operating authority shall designate and maintain a representative to receive service of notice required under this chapter to be given an operating authority and to serve notice required under this chapter.

(b) Notice required under this chapter to be given to:

(1) an operating authority must be personally served by the director on the operating authority or the operating authority's designated representative; or

(2) a driver must be personally served or sent by certified United States Mail, return receipt requested, to the address, last known to the director, of the person to be notified, or to the designated representative for drivers.

(c) Notice required under this chapter to be given to a person other than an operating authority or driver may be served in the manner prescribed by Subsection (b)(2).

(d) Service executed in accordance with this subsection constitutes notice to the person to whom the notice is addressed. The date of service for notice that is mailed is three days after the date of mailing.

SEC. 47A-4.6. APPEAL OF CORRECTION ORDER.

The holder of a permit issued under this section may file an appeal with the permit and license appeal board in accordance with Section 2-96 of this code.

SEC. 47A-4.7. CRIMINAL OFFENSES.

(a) A person commits an offense if he violates or attempts to violate a provision of this chapter, or a rule or regulation established by the director under this chapter, that is applicable to the person. A culpable mental state is not required for the commission of an offense under this chapter unless the provision defining the conduct expressly requires a culpable mental state. A separate offense is committed each day in which an offense occurs.

(b) Prosecution for an offense under Subsection (a) does not prevent the use of other enforcement remedies or procedures applicable to the person charged with or the conduct involved in the offense.”

SECTION 2. That Article II, “Ground Transportation Services at Love Field Airport,” of Chapter 5, “Aircraft and Airports,” of the Dallas City Code is amended to read as follows:

“ARTICLE II.

GROUND TRANSPORTATION SERVICES AT LOVE FIELD AIRPORT.

SEC. 5-57. STATEMENT OF POLICY.

It is the policy of the city to provide and promote adequate and efficient ground transportation services at Dallas Love Field Airport for the convenience of the public. To this end, the city has established a ground transportation system at the airport designed to control traffic congestion, protect the public health and safety, preserve the airport infrastructure, and provide beneficial and convenient ground transportation services to air carrier passengers and other users at the airport.

SEC. 5-58. DEFINITIONS.

In this article:

(1) AIRPORT means all of the land, improvements, facilities, and developments within the boundaries of Dallas Love Field Airport.

(2) ~~[AUTOMATIC VEHICLE IDENTIFICATION (“AVI”)]~~ TAG means an electronic automatic vehicle identification tag issued by the North Texas Tollway Authority that is registered with the airport’s ground transportation office and is ~~[may be]~~ used to charge trip fees for ground transportation vehicles operating at the airport.

(3) ~~[BUS has the definition given that term in Chapter 10 of this code.~~

(4) CERTIFICATE OF REGISTRATION or REGISTRATION means a certificate of registration issued by the director under Section 5-62 of this article that authorizes the operation of a courtesy vehicle or transportation-for-hire vehicle ~~[service]~~ at the airport.

(4) CONCESSION CONTRACT means a contractual agreement between the city and another person for the provision of car rental and parking services at the airport, under which the city receives a minimum monthly payment or percentage of the gross revenues received by the contractor for such services.

(5) COURTESY VEHICLE means any vehicle used to offer or provide courtesy vehicle services ~~[a motor vehicle that is:~~

(A) ~~neither for hire nor used to transport a passenger in exchange for direct compensation; and~~

(B) ~~operated by or on behalf of a hotel, motel, automobile rental, auto auction, or parking company in performing ground transportation service at the airport].~~

(6) COURTESY VEHICLE SERVICE means the provision of free transportation to customers by or for a business as an accessory to the main activities of the business ~~[business of performing ground transportation service using courtesy vehicles].~~

(7) DECAL means a decal issued by the director under Section 5-62 of this article authorizing a courtesy vehicle or transportation-for-hire vehicle to be operated at the airport.

~~(9) DEDICATED COMPRESSED NATURAL GAS VEHICLE means a vehicle that operates exclusively on compressed natural gas.]~~

(8) DIRECTOR means the city’s director of aviation or the director’s designated representative, including the transportation coordinator.

(9) DRIVER means an individual who drives or otherwise controls the physical movements of ~~[operates]~~ a courtesy vehicle or transportation-for-hire ~~[ground transportation]~~ vehicle.

(10) FIXED-BASE OPERATOR means a person who provides full-service aircraft maintenance, aircraft rental, passenger charter flight service, or fuel operations for compensation at the airport.

(11[13]) GROUND TRANSPORTATION SERVICE means the business of operating a courtesy vehicle or transportation-for-hire vehicle [~~using the roadways~~] at the airport for the purpose of dropping off or picking up passengers at the airport's terminal building or other areas of the airport.

(12[14]) GROUND TRANSPORTATION VEHICLE means a courtesy vehicle or transportation-for-hire [~~taxicab, bus, shuttle vehicle, limousine, or courtesy~~] vehicle that is used for performing ground transportation service at the airport.

(13[15]) HOLDER means a person who is granted operating authority to perform ground transportation service at the airport, and includes any person with an ownership interest in the ground transportation service.

(14[16]) LAWFUL ORDER means a verbal or written directive issued by the director in the performance of official duties in the enforcement of this article and any rules and regulations promulgated under in this article.

~~[(17) LIMOUSINE has the definition given that term in Chapter 10A of this code.]~~

(15[18]) OPERATE means:

(A) to own, drive, or be in control of a ground transportation vehicle at the airport; or

(B) to own or be in control of a ground transportation service provided at the airport.

(16[19]) OPERATING AUTHORITY has the definition given that term in Chapter 47A of this code [~~means a permit, reciprocal agreement, certificate of registration, or other permission granted by the city to operate ground transportation service:~~

~~(A) a bus or shuttle service under Chapter 10 of this code;~~

~~(B) a limousine service under Chapter 10A of this code;~~

~~(C) a taxicab service under Chapter 45 of this code; or~~

~~(D) a courtesy vehicle service under this article].~~

(17[20]) OPERATOR means:

(A) the owner or driver of a ground transportation vehicle; or

(B) the holder of operating authority to perform ground transportation service at the airport.

(18[24]) OWNER means the person:

- (A) who is the legal owner of a motor vehicle;
- (B) to whom a motor vehicle is registered by the state; or
- (C) who is leasing a motor vehicle.

(19[22]) PERSON means an individual; corporation; government or governmental subdivision; or agency, trust, partnership, or two or more persons having a joint or common economic interest.

~~(23) SHUTTLE VEHICLE has the definition given that term in Chapter 10 of this code.~~

~~(24) TAXICAB has the definition given that term in Chapter 45 this code.]~~

(20[25]) TRANSPORTATION COORDINATOR means the person designated by the director to oversee and manage the ground transportation service operations at the airport.

(21) TRANSPORTATION-FOR-HIRE SERVICE has the definition given that term in Chapter 47A of this code.

(22) TRANSPORTATION-FOR-HIRE VEHICLE has the definition given that term in Chapter 47A of this code.

(23[26]) TRIP means each time passengers are picked up at the airport by a ground transportation vehicle.

(24[27]) TRIP FEE means the monetary amount charged per trip to the owner or operator of a ground transportation vehicle in accordance with Section 5-63 of this article.

SEC. 5-59. GENERAL AUTHORITY FOR ENFORCEMENT.

(a) The director shall implement and enforce this article and may promulgate and enforce written rules and regulations, not inconsistent with this article, governing the operation of ground transportation vehicles and ground transportation services at the airport as the director determines necessary to provide for the orderly, efficient, and convenient flow of traffic, to protect the public health and safety, and to manage the ground transportation system at the airport.

(b) The director may issue lawful orders, not inconsistent with this article, as the director determines necessary to carry out duties under, or to effect the policy of, this article.

(c) The transportation coordinator is authorized to enforce this article and all rules, regulations, and lawful orders promulgated or issued by the director under this article.

SEC. 5-60. DEFENSES.

It is a defense to prosecution under this article that:

(1) the motor vehicle was owned, operated, or leased by:

(A) a nonprofit organization and being used to carry only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers;

(B) an employer or employee association and being used to transport employees between the employee's homes and the employer's place of business or between work stations;

(C) an air freight or cargo company utilizing air cargo terminals at the airport;

(D) a fixed-based operator and being used to transport employees or customers at the airport;

(E) the federal or state government or a political subdivision of the state; or

(F) a school, university, organ donor company, medical service provider, or ambulance service; or

(2) the ground transportation vehicle was licensed by another governmental entity and was transporting a passenger from a point outside the city to a destination inside the airport, if the ground transportation vehicle leaves the airport without receiving a passenger inside the airport.

SEC. 5-61. GROUND TRANSPORTATION SERVICE REQUIREMENTS.

(a) A person commits an offense if he ~~[performs ground transportation service at the airport or operates a ground transportation vehicle at the airport without either]:~~

(1) performs ground transportation service at the airport without being authorized under a current, valid certificate of registration issued under Section 5-62 of this article ~~[current, valid operating authority granted by the city under this article or under Chapter 10, 10A, or 45 of this code];~~ or

(2) operates, or as a holder allows the operation of, a ground transportation vehicle at the airport without the operator of the vehicle being named in the registration issued under Section 5-62 of this article and without the vehicle being listed in the registration issued under Section 5-62 of this article [a license to perform ground transportation service at the airport pursuant to the terms and conditions contained in a concession contract with the city].

(b) A person commits an offense if he performs transportation-for-hire service at the airport or operates a transportation-for-hire vehicle at the airport without current, valid operating authority under Chapter 47A of this code.

~~(c)~~ Each ground transportation vehicle operated at the airport must display an AVI [a valid automatic vehicle identification] tag issued to the owner or operator of the vehicle. The AVI tag must be affixed to the vehicle in a location and manner approved by the director. An AVI tag is not transferable.

~~(d)~~ Each ground transportation [courtesy] vehicle must have a decal issued under Section 5-62 of this article conspicuously affixed to the vehicle's front windshield in a location and manner approved by the director.

~~[SEC. 5-61.1. TAXICABS THAT ARE DEDICATED COMPRESSED NATURAL GAS VEHICLES.~~

~~(a) A taxicab authorized to operate at the airport will be eligible for "head-of-the-line" privileges in the taxicab holding and dispatch areas if the taxicab is verified as a dedicated compressed natural gas vehicle by the director in accordance with this section and rules, regulations, and procedures promulgated by the director.~~

~~(b) "Head-of-the-line" privileges allow an eligible taxicab to advance to the front of a taxicab holding or dispatch area, ahead of all ineligible taxicabs, in accordance with rules, regulations, and procedures promulgated by the director. "Head-of-the-line" privileges do not apply at taxicab stands used for loading passengers at the airport.~~

~~(c) To receive "head-of-the-line" privileges, the owner or operator of the taxicab must submit to the director the following information:~~

~~(1) The name, address, and telephone number of the taxicab owner or operator.~~

~~(2) A description of the taxicab, including the make, model, vehicle identification number, and state license plate number of the taxicab.~~

~~(3) Proof that the taxicab was:~~

~~(A) equipped by the original manufacturer with an engine exclusively powered by compressed natural gas and has remained unaltered; or~~

~~(B) converted to be equipped with an engine exclusively powered by compressed natural gas, and the conversion was in compliance with Mobile Source Enforcement Memorandum 1A, the Addendum to Mobile Source Enforcement Memorandum 1A, and the Revised Addendum to Mobile Source Enforcement Memorandum 1A, as issued by the United States Environmental Protection Agency, and with Title 40, Parts 85 through 88, of the Code of Federal Regulations, as amended.~~

~~(4) Any other information requested by the director that is reasonably necessary to determine whether the taxicab is a dedicated compressed natural gas vehicle.~~

~~(d) Upon determining that a taxicab is a dedicated compressed natural gas vehicle, the director shall issue to the taxicab a sticker or emblem that identifies it as a designated compressed natural gas vehicle eligible for "head of the line" privileges. The sticker or emblem must be displayed on the taxicab in a manner and location approved by the director. The sticker or emblem is nontransferable.~~

~~(e) A person commits an offense if he uses a sticker or emblem issued under this section on an unauthorized vehicle or in an unauthorized manner.]~~

SEC. 5-62. REGISTRATION OF GROUND TRANSPORTATION [COURTESY VEHICLE] SERVICE AT THE AIRPORT.

(a) Registration required; application.

~~(1) A person commits an offense if he:~~

~~(A) performs courtesy vehicle service at the airport without being authorized under a current, valid certificate of registration issued under this section; or~~

~~(B) operates, or as a holder allows the operation of, a courtesy vehicle at the airport without:~~

~~(i) the operator of the vehicle being named in the registration for the courtesy vehicle service; or~~

~~(ii) the vehicle being listed in the registration for the courtesy vehicle service.]~~

(1[2]) To obtain a ground transportation [courtesy vehicle] service certificate of registration, a person must submit an application to the director on a form provided for that purpose. The applicant must be the person who will own or operate the proposed ground transportation [courtesy vehicle] service.

(2[3]) The registration application must include or be accompanied by:

(A) the name, address, and verified signature of the applicant;

(B) a description of each motor vehicle the applicant proposes to use in the operation of the ground transportation [~~courtesy vehicle~~] service, including the make, model, vehicle identification number, and state license plate number of the motor vehicle;

(C) the full name and driver's license number of every individual expected to drive or operate a ground transportation [~~courtesy~~] vehicle at the airport under the registration;

(D) proof of each driver's authority to operate the type of motor vehicle designated by the applicant to be operated in the ground transportation [~~courtesy vehicle~~] service;

(E) documentary evidence from an insurance company indicating a willingness to provide liability insurance on each courtesy vehicle or transportation-for-hire vehicle to be operated at the airport;

(F) for transportation-for-hire vehicles, proof of current, valid operating authority issued by the city under Chapter 47A of this code;

(G) proof showing the purchase or authorized use of a valid AVI tag for each courtesy vehicle or transportation-for-hire vehicle to be operated at the airport;

(~~H~~[G]) an annual registration fee in the amount specified in Section 5-63 of this article; and

(~~I~~[H]) any other information requested by the director that is reasonably necessary to determine the qualifications of the applicant to perform ground transportation [~~courtesy vehicle~~] service at the airport.

(b) Issuance and denial of registration.

(1) The director shall issue a certificate of registration to the applicant, unless the director determines that the applicant:

(A) failed to comply with the requirements for receiving a certificate of registration;

(B) failed to submit a complete registration application;

(C) made a false statement as to a material matter on or in connection with the registration application;

(D) had a ground transportation [~~courtesy vehicle~~] service certificate of registration revoked within the 24 months preceding the date of application; or

(E) owes the city money relating to the operation of ground transportation service at the airport.

(2) If the director approves the registration application, the applicant will receive a ground transportation [~~courtesy vehicle~~] service certificate of registration and a decal for each vehicle authorized to be operated in the ground transportation [~~courtesy vehicle~~] service. A certificate of registration and all accompanying decals expire September 30 of each year and must be renewed in accordance with the application procedures set forth in this section.

(3) If the director determines that a certificate of registration should be denied, the director shall notify the applicant in writing that the application is denied and include in the notice the reason for the denial and a statement informing the applicant of the right of appeal.

(c) Suspension or revocation of registration.

(1) The director may suspend or revoke a certificate of registration if the director determines that:

(A) the holder made a false statement as to a material matter on or in connection with the registration application;

(B) the holder, or any operator of a courtesy vehicle or transportation-for-hire vehicle authorized under the holder's registration, failed to pay any fee required by this article at the time or in the manner required by this article or approved by the director;

(C) the holder, or any operator of a courtesy vehicle or transportation-for-hire vehicle authorized under the holder's registration, used an AVI tag or courtesy vehicle or transportation-for-hire vehicle decal in an unauthorized manner; or

(D) the holder, or any operator of a courtesy vehicle or transportation-for-hire vehicle authorized under the holder's registration, failed to comply with any provision of this article or any rule, regulation, or lawful order promulgated or issued by the director under this article.

(2) The director may suspend the certificate of registration of a ground transportation [~~courtesy vehicle~~] service for a period not to exceed 60 days. The director may apply the suspension to all of the holder's courtesy vehicle or transportation-for-hire vehicle operations at the airport or limit the suspension to the particular courtesy vehicle or transportation-for-hire vehicle operator listed on the holder's certificate of registration who is responsible for creating the grounds for the suspension. At the end of the suspension period, the holder or the courtesy vehicle or transportation-for-hire vehicle operator, whichever applies, may resume providing courtesy vehicle or transportation-for-hire vehicle service at the airport after providing verification to the director that any deficiency for which the suspension was given has been corrected within the suspension period. Failure to correct a deficiency within the time period established by the director may result in revocation of the holder's certificate of registration.

(3) The director shall notify the holder in writing of any suspension or revocation under this section. Written notice must also be given to any particular courtesy vehicle or transportation-for-hire vehicle operator whose authority to operate at the airport under a holder's certificate of registration is suspended under this section. The director shall include in the notice the reason for the suspension or revocation, the scope of the suspension, the date the director orders the suspension or revocation to begin, the duration of any suspension, and a statement informing the holder and any suspended courtesy vehicle or transportation-for-hire vehicle operator of the right of appeal. The period of suspension or revocation begins on the date specified by the director or, in the case of an appeal, on the date ordered by the permit and license appeal board.

(4) If the director denies issuance or renewal of a ground transportation [~~courtesy vehicle~~] service certificate of registration, suspends or revokes a holder's certificate of registration, or suspends the authority of a courtesy vehicle or transportation-for-hire vehicle operator to operate at the airport under a holder's certificate of registration, the applicant, holder, or courtesy vehicle or transportation-for-hire vehicle operator, whichever applies, shall immediately cease any ground transportation [~~courtesy vehicle~~] service at the airport and shall promptly surrender and remove any registration decal from any motor vehicle used to perform ground transportation [~~courtesy vehicle~~] service at the airport.

(5) A holder whose certificate of registration has been revoked is not eligible to reapply for another ground transportation [~~courtesy vehicle~~] service certificate of registration before the expiration of 24 months after the date of revocation or, in the case of an appeal, the date the permit and license appeal board affirms the revocation.

(d) Appeal of denial, suspension, or revocation. Any person whose application for issuance or renewal of a ground transportation [~~courtesy vehicle~~] service certificate of registration is denied by the director, any holder whose certificate of registration has been revoked or suspended by the director, or any courtesy vehicle or transportation-for-hire vehicle operator whose authority to operate at the airport under a holder's certificate of registration has been suspended by the director may file an appeal with a permit and license appeal board in accordance with Section 2-96 of this code.

SEC. 5-63. FEES.

(a) A person performing ground transportation service at the airport shall pay the following fees to the director:

(1) [~~Courtesy vehicle service fees.~~

(A) Annual registration fee. The annual registration fee for ground transportation [~~courtesy vehicle~~] service is \$325 [~~\$200, except this fee will not be charged to a courtesy vehicle service that is operating at the airport under a concession contract~~]. If a certificate of registration is issued for a period of time of less than one year, the fee will be

prorated. A \$50 late fee will be charged for each ground transportation [~~courtesy vehicle~~] service operating at the airport that has not registered with the city by September 30 of each year.

(~~2~~[B]) Decal fees. An annual decal fee of \$~~15~~[40] will be charged for each courtesy vehicle or transportation-for hire vehicle operated at the airport by a ground transportation [~~courtesy vehicle~~] service operating at the airport. The fee to replace a decal that has been lost, stolen, or mutilated is \$~~15~~[40].

(~~3~~[2]) Trip fees. Each courtesy vehicle not operating under an airport concession contract and each transportation-for-hire vehicle will be charged \$2.50 per trip per vehicle.

~~(A)~~ Courtesy vehicles operating under an airport concession contract will not be charged a trip fee. [~~per vehicle~~]:

(i) ~~1 to 240 trips per day: No charge.~~

(ii) ~~Over 240 trips per day: \$1.25 per trip.~~

~~(B)~~ Courtesy vehicles not operating under an airport concession contract (per vehicle):

(i) ~~1 to 200 trips per day: \$0.75 per trip.~~

(ii) ~~Over 200 trips per day: \$1.25 per trip.~~

~~(C)~~ Buses/shuttle vehicles (per vehicle): ~~\$2.00 per trip.~~

~~(D)~~ Taxicabs (per vehicle): ~~\$1.00 per trip.~~

~~(E)~~ Limousines (per vehicle): ~~\$2.00 per trip.]~~

(b) The director shall establish rules and regulations governing the time and manner in which the fees required by this section must be paid.”

SECTION 3. That Chapter 10, “Buses and Shuttles,” of the Dallas City Code is repealed, and Chapter 10 shall be indicated as “Reserved” in the Dallas City Code.

SECTION 4. That Chapter 10A, “Limousines,” of the Dallas City Code is repealed, and Chapter 10A shall be indicated as “Reserved” in the Dallas City Code.

SECTION 5. That Chapter 10B, “Non-Motorized Passenger Transport Vehicles,” of the Dallas City Code is repealed, and Chapter 10B shall be indicated as “Reserved” in the Dallas City Code.

SECTION 6. That Chapter 45, "Taxicabs," of the Dallas City Code is repealed, and Chapter 45 shall be indicated as "Reserved" in the Dallas City Code.

SECTION 7. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$500.

SECTION 8. That Chapter 5 of the Dallas City Code, as amended, shall remain in full force and effect, save and except as amended by this ordinance. Any proceeding, civil or criminal, based upon events that occurred prior to the effective date of this ordinance are saved, and the former law (including Chapters 10, 10A, 10B, and 45 of the Dallas City Code, which are repealed by this ordinance) is continued in effect for that purpose.

SECTION 9. That an operating authority permit, driver's license, or vehicle decal, issued under Chapter 10, 10A, 10B, or 45 of the Dallas City Code before the effective date of this ordinance shall remain valid until the expiration date of the permit or decal, and the former law (including Chapters 10, 10A, 10B, and 45 of the Dallas City Code, which are repealed by this ordinance) is continued in effect for that purpose.

SECTION 10. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 11. That this ordinance shall take effect on April 30, 2015, and it is accordingly so ordained.

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

By _____
Assistant City Attorney

Passed _____

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 3
DEPARTMENT: Office of Economic Development
CMO: Ryan S. Evans, 671-9837
MAPSCO: 61 R

SUBJECT

Prologis, L.P.

- * Authorize **(1)** a real property tax abatement agreement with Prologis, L.P. for the purpose of granting a ten-year abatement of 90 percent of the taxes on added value to the real property for the development of a new distribution and warehouse facility located on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas in accordance with the City's Public/Private Partnership Program; and **(2)** the rescission of Resolution No. 13-1130, previously approved on June 26, 2013, which authorized two prior real property tax abatement agreements in the amount of 90 percent for ten years with Mt. Creek Investments, Ltd. for a proposed speculative industrial development located on the same property - Revenue: First year revenue estimated at \$14,346; ten-year revenue estimated at \$143,460 (Estimated revenue forgone for the ten-year real property abatement estimated at \$1,291,140)
- * Authorize an amendment to the City of Dallas Public/Private Partnership Program Guidelines and Criteria governing City incentives promoting local economic development and stimulating business and commercial activity approved on June 25, 2014, pursuant to Resolution No. 14-0993, to expand the Business Development Chapter 380 Grant/Loan Program to include economic development grants equal to a portion of sales taxes paid by a company's e-commerce customers to the City to encourage such companies to relocate, develop and operate e-commerce facilities within the City - Financing: No cost consideration to the City

BACKGROUND

This item was placed on the addendum due to ongoing negotiations of the deal, final negotiations for this agreement were not completed until after the assigned deadline had passed. For the past several months, city staff has been in discussions with Prologis, L.P. ("Prologis") and Ulta Inc., a Delaware Corporation ("Ulta") regarding development of a new 670,000 square foot build-to-suit distribution and warehouse facility in the Mountain Creek area of Southern Dallas within Reinvestment Zone No. 81.

BACKGROUND (Continued)

Prologis, the property owner, will develop and lease the facility to Ulta subject to favorable City Council consideration of the requested development incentives.

Ulta Inc., through its retail shop Ulta Beauty, is the largest beauty retailer that provides one-stop shopping for cosmetic and salon products, as well as salon services in the United States. Ulta Beauty offers over 20,000 beauty products through its retail stores and e-commerce website. As of August 2, 2014, the Company operates 715 retail stores across 47 states and also distributes its products through the Company's e-commerce website.

Prologis has committed that approximately \$18 million in real property improvements, including hard and soft costs will be spent to develop the site to accommodate Ulta's operational needs. Further, Ulta anticipates the employment of at least 450 FTE employees at the facility. The employment will be achieved with the following schedule; at least 125 full-time equivalent (FTE) employees by December 31, 2016, 250 FTE employees by December 31, 2017, 350 FTE employees by December 31, 2018, and 450 FTE employees by December 31, 2019.

Prologis and Ulta request City Council consideration of the proposed 10-year 90 percent property tax abatement and economic development grants. City staff recommends rescinding Resolution No. 13-1130, approved on June 26, 2013 which authorized two real property tax abatement agreements in the amount of 90 percent for ten years with Mt. Creek Investments, Ltd., for a proposed speculative industrial development located on the same property. The agreements were not executed as the property was sold to the current owner, Prologis who does not intend to speculatively develop the property at this time.

The proposed, new tax abatement agreement with Prologis will require substantial completion of the planned Ulta facility by December 31, 2015. The \$1 million Chapter 380 economic development grant will be paid in two installments of \$500,000 after verification of jobs in December of 2016 and 2017 in accordance with the schedule described above. The separate e-commerce 380 grant will be paid annually during the 15-year term subject to annual verification and audit of the company's e-commerce sales tax collections and subject to annual appropriation. Additionally, both the tax abatement and the economic development grants will require that Ulta meet the job creation requirements described above or the incentives will be reduced as follows. For any given year that Ulta would maintain less than the required jobs but at least 50 percent of the required jobs, then the tax abatement and economic development grants will be reduced by half. However, should Ulta maintain less than 50 percent of the jobs required in a given year, the company will not be eligible for the described incentives in that year. A failure to maintain a minimum of 50 percent of the jobs for two successive years will result in termination of the agreement(s).

BACKGROUND (Continued)

Ulta anticipates annual taxable e-commerce (on-line) sales to begin at approximately \$13.9 million in year one of the facility and is estimated to exceed \$100 million by year fifteen. Total taxable sales over the 15-year period is estimated to exceed \$1.1 billion with approximately \$11.2 million (or one percent) estimated to be collected as revenue by the City of Dallas. As such, the 15-year economic development grant (calculated based on sales taxes paid by Ulta customers beginning July 2016), is estimated to result in a grant of approximately \$4.1 million to Ulta over the 15-year period with the City estimated to retain approximately \$7.1 million in sales taxes over the 15-year period. Annual e-commerce sales taxes will be collected by Ulta and remitted to the state each year. The the e-commerce 380 grant will be subject to annual verification and audit of Ulta’s sales tax collections and annual appropriation by the City Council.

Ulta has currently negotiated a 130 month base (10-years and 10 months) lease with Prologis (expiring on July 31, 2026) with four 5-year lease extension options amounting to a potential of 20 years beyond the original lease term. The City’s 10-year 50 percent economic development grant will only be extended to 15 years (at 25 percent for years 11-15) if Ulta operates on the property for a 190 month term (15 years and 10 months).

Net fiscal impact from the project after incentives is estimated at \$1,958,359 over 10 years and \$21,684,103 over 20 years. This proposed project conforms to minimum eligibility criteria for the City’s Public/Private Partnership Program Guidelines and Criteria as it has a private investment exceeding \$1 million and creates more than 25 jobs. Notwithstanding, it is recommended that the City of Dallas Public Private Partnership Program’s Business Development Chapter 380 Grant/Loan Program be expanded to include economic development grants equal to a portion of sales taxes paid by a company’s e-commerce customers to encourage companies to relocate, develop and operate e-commerce facilities within the City. Staff recommends the proposed incentives be approved.

ESTIMATED SCHEDULE OF THE PROJECT

Begin Construction December 2014
Complete Construction December 2015

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

A briefing memo was presented to the Economic Development Committee on November 17, 2014.

FISCAL INFORMATION

No cost consideration to the City

OWNER

Prologis, L.P.

Reid Dunbar, Senior Vice President - Investment Officer

Ulta Inc., a Delaware Corporation

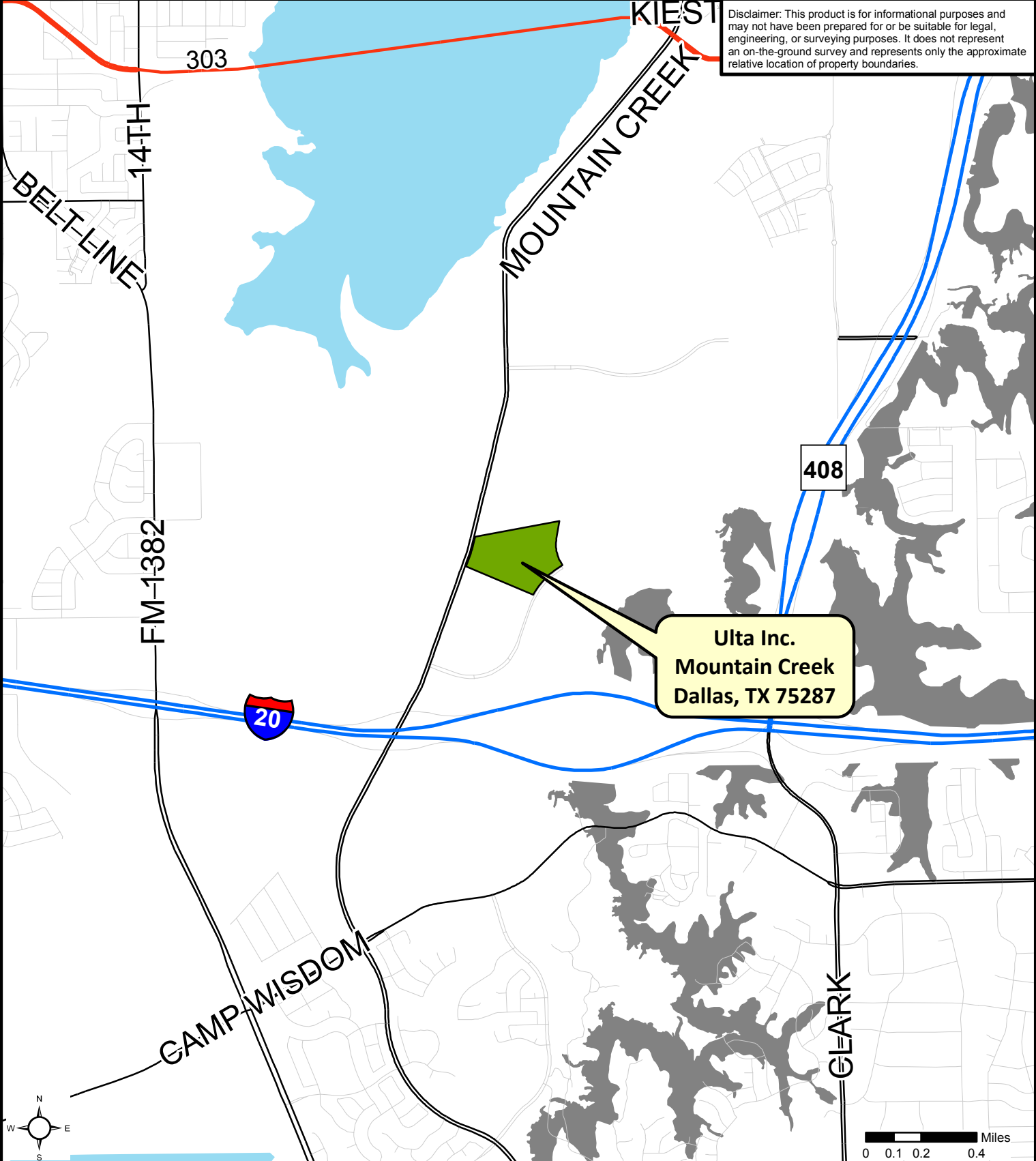
Elliott Rogers, Vice President - Supply Chain Strategy

MAP

Attached.

Ulta Inc.

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



DALLAS ECONOMIC DEVELOPMENT
Research & Information Division
214.670.1685
dallas-ecodev.org
Created 10.31.14, Last Updated 10.31.14
FileName.Mountain Creek - Ulta

Legend

- Site Development

Dallas Area Roads

- Freeway
- Highway
- Arterial
- Local Road

Data Source - City of Dallas Enterprise GIS

December 10, 2014

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, by Resolution No. 14-0993 approved on June 25, 2014, the City Council authorized the continuation of its participation in tax abatements and established, appropriate Public/Private Partnership Program Guidelines and Criteria governing tax abatement agreements to be entered into by the City as required by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A. Tax Code, Chapter 312 (the "Act"); and

WHEREAS, on June 12, 2013, the City Council authorized a public hearing concerning the creation of Reinvestment Zone No. 81; and

WHEREAS, on June 26, 2013, the City Council held a public hearing concerning the creation of Reinvestment Zone No. 81; and

WHEREAS, on June 26, 2013, the City Council created Reinvestment Zone No. 81; and

WHEREAS, on June 26, 2013, the City Council approved Resolution No. 13-1130, authorized two 90 percent real property tax abatement agreements with Mt. Creek Investments, Ltd, the prior owner of property within Reinvestment Zone No. 81, for the added value of Phase I and Phase II real property improvements for a period not to exceed ten (10) years; and

WHEREAS, the City Council desires to rescind Resolution No. 13-1130 in order to establish new terms and authorize a tax abatement agreement with Prologis, LP associated with a planned new development within Reinvestment Zone No. 81; and

WHEREAS, the City Council does not desire to reconsider a potential Phase II tax abatement within Reinvestment Zone No. 81 at this time and will otherwise reconsider a request for a Phase II tax abatement at a later date in accordance with the City's Public/Private Partnership Program; and

WHEREAS, the City desires to enter into a real property tax abatement agreement with Prologis, LP for added value to real property associated with the development of a new facility for Ulta Inc., a Delaware Corporation located within Reinvestment Zone No. 81.

NOW, THEREFORE,

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

December 10, 2014

Section 1. That the City Manager upon approval as to form by the City Attorney is hereby authorized to execute a 90 percent real property tax abatement agreement with Prologis, LP for the added value of real property improvements for a period not to exceed ten (10) years in accordance with the Act and the City's Public/Private Partnership Guidelines and Criteria.

Section 2. That at least seven (7) days prior to the execution of the tax abatement agreement, notice of the City's intention to enter into the tax abatement agreement shall be delivered to the governing bodies of each other taxing unit that includes in its boundaries the real property that is the subject of this agreement.

Section 3. That the approval and execution of the tax abatement agreement by the City is not conditioned upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 4. That the real property which will be described in the tax abatement agreement is located on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas within Reinvestment Zone No. 81, attached hereto as **Exhibit A (Metes and Bounds)** and depicted on the attached site map as **Exhibit B (Map - the "Property")**.

Section 5. That the tax abatement agreement shall provide, among other provisions, the following:

- (a) The Property subject to tax abatement shall be located entirely within Reinvestment Zone No. 81, City of Dallas, Texas.
- (b) None of the Property subject to tax abatement is owned or leased by a member of the City Council of the City of Dallas or by a member of the City Plan Commission.
- (c) That the development of the Property will conform to all requirements of the City's zoning ordinance, and that the use of the Property is consistent with the general purpose of encouraging development or redevelopment in the reinvestment zone during the period the tax abatement is in effect.
- (d) The City will provide Prologis, LP. a 90 percent abatement of the added value to the real property for a period of ten years for real property improvements on approximately 38.6495 acres within Reinvestment Zone No. 81 as provided in Exhibit A (Metes and Bounds). The tax abatement will commence on or before January 1, 2016.

December 10, 2014**Section 5.** (Continued)

- (e) That the approximately 670,000 square feet of real property improvements are completed by December 31, 2015 and that a minimum of \$18,000,000 is expended on hard and soft costs associated with land, infrastructure and building improvements. The Director of the Office of Economic Development may, at his sole discretion, extend the completion date for a period up to six months for just cause.
- (f) A description of the kind, number, location and costs of all proposed improvements to the Property will be provided to the Office of Economic Development.
- (g) That access to the Property will be provided to allow for the inspection by City inspectors and officials to ensure that the improvements or repairs are made according to the specification and terms of the tax abatement agreement.
- (h) A requirement that the owner of the Property certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the agreement.
- (i) That the Dallas City Council may terminate or modify each agreement if the property owner fails to comply with such agreement.
- (j) That the tax abatement agreement shall be personal to Prologis LP and shall only be assignable upon written approval of the assignment by the City's Director of the Office of Economic Development.
- (k) That the tax abatement require tenant(s) of the property to employ at least 125 full-time equivalent (FTE) employees by December 31, 2016, 250 FTE employees by December 31, 2017, 350 FTE employees by December 31, 2018, and 450 FTE employees by December 31, 2019 and maintain said employment through the duration of the tax abatement agreement.
- (l) That should tenant(s) of the property in any given year maintain less than the required jobs but at least 50 percent of the required jobs, then the tax abatement will be reduced by half (to a 45 percent tax abatement). However, should tenant(s) maintain less than 50 percent of the jobs required in a given year, the company will not be eligible for the described incentives in that year. A failure to maintain a minimum of 50 percent of the jobs for two successive years will result in termination of the tax abatement agreement.

December 10, 2014

Section 6. That Resolution No. 13-1130 approved on June 26, 2013, is hereby rescinded.

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.

EXHIBIT A: Metes and Bounds

TRACT ONE-NORTH

DESCRIPTION, of a 38.6495 acre tract of land situated in the John J. Blair Survey, Abstract No. 211, and the G. Ludwick Survey, Abstract No. 781, Dallas County, Texas and in City Block 211/6113, Official Numbers of the City of Dallas, Texas; said tract also being part of that certain tract of land described in Special Warranty Deed to Prologis, L.P. recorded in Instrument No. 201300220976 of the Official Public Records of Dallas County, Texas; said 38.6495 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the southeast right-of-way line of Mountain Creek Parkway (a variable width right-of-way, 100 feet wide at this point); said point being the northwest corner of said Prologis tract and the southwest corner of that certain tract of land described in Special Warranty Deed to Mountain Creek Business Park Association, Inc. recorded in Instrument No. 20080070633 of said Official Public Records and the southwest corner of a 150-foot wide Floodway Easement recorded in Instrument No. 20080257115 of said Official Public Records;

THENCE, North 79 degrees, 14 minutes, 58 seconds East, departing the said southeast line of Mountain Creek Parkway and along the southeast line of said Mountain Creek Business Park tract and the southeast line of said Floodway Easement, a distance of 1,641.83 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the westerly line of that certain tract of land described in Special Warranty Deed with Vendor's Lien to Courtland Farms, LLC recorded in Instrument No. 201400047390 of said Official Public Records; said point being the southeast corner of said Mountain Creek Business Park tract and the southeast corner of said Floodway Easement;

THENCE, along the said westerly line of the Courtland Farms tract, the following three (3) calls:

South 10 degrees, 03 minutes, 10 seconds West, a distance of 341.16 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the beginning of a tangent curve to the left;

In a southerly direction, along said curve to the left, having a central angle of 38 degrees, 11 minutes, 32 seconds, a radius of 678.00 feet, a chord bearing and distance of South 09 degrees, 02 minutes, 36 seconds East, 443.62 feet, an arc distance of 451.94 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

South 28 degrees, 08 minutes, 22 seconds East, a distance of 100.27 feet to a point for corner; said point being the northernmost corner of that certain tract of land described in General Warranty Deed to the City of Dallas, Texas recorded in Instrument No. 201200189522 of said Official Public Records, the north corner of the northeast terminus of Merrifield Road (a 107-foot wide right-of-way) and the beginning of a non-tangent curve to the left;

THENCE, in a southwesterly direction, departing the said westerly line of the Courtland Farms tract and along the northwest line of said Merrifield Road and said curve to the left, having a central angle of 26 degrees, 56 minutes, 00 seconds, a radius of 1,453.50 feet, a chord bearing and distance of South 47 degrees, 17 minutes, 24 seconds West, 676.98 feet, an arc distance of 683.25 feet to a point for corner;

THENCE, North 77 degrees, 59 minutes, 41 seconds West, departing the said northwest line of Merrifield Road, a distance of 1,430.02 feet to a point for corner in the said southeast line of Mountain Creek Parkway;

THENCE, in a northeasterly direction, along the said southeast line of Mountain Creek Parkway, the following three (3) calls:

North 19 degrees, 32 minutes, 17 seconds East, a distance of 418.70 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the beginning of a tangent curve to the left;

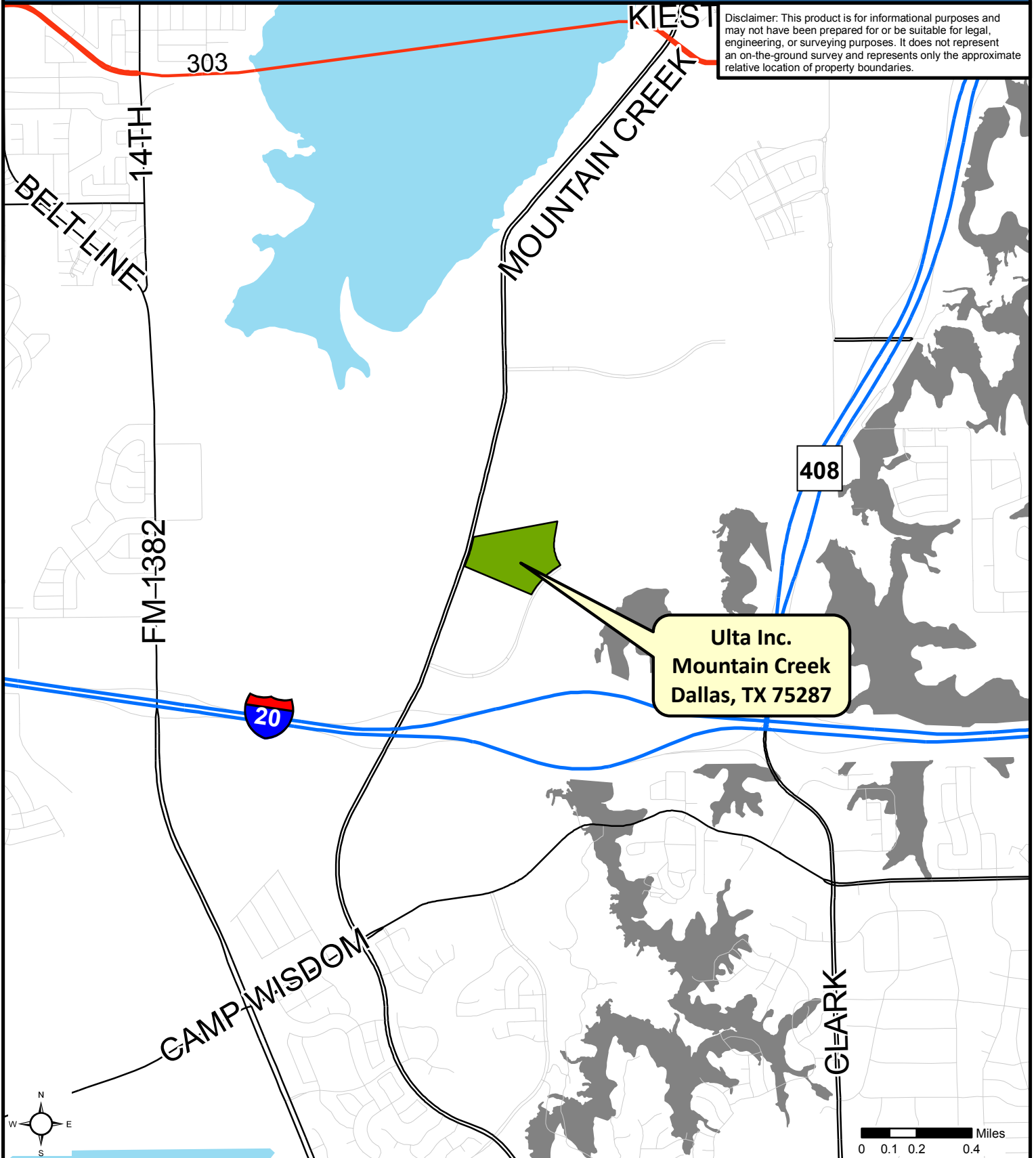
Along said curve to the left, having a central angle of 05 degrees, 47 minutes, 22 seconds, a radius of 1,250.00 feet, a chord bearing and distance of North 16 degrees, 38 minutes, 36 seconds East, 126.25 feet, an arc distance of 126.31 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

North 13 degrees, 44 minutes, 55 seconds East, a distance of 208.34 feet to the POINT OF BEGINNING;

CONTAINING, 1,683,572 square feet or 38.6495 acres of land, more or less.

Exhibit B: Ulta Inc.

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



DALLAS ECONOMIC DEVELOPMENT
Research & Information Division
214.670.1685
dallas-ecodev.org
Created 10.31.14, Last Updated 10.31.14
FileName.Mountain Creek - Ulta

Legend

- Site Development

Dallas Area Roads

- Freeway
- Highway
- Arterial
- Local Road

Data Source - City of Dallas Enterprise GIS

December 10, 2014

WHEREAS, the City recognizes the importance of its continued aggressive role in local economic development; and

WHEREAS, the City of Dallas seeks to support new commercial development, private investment and job creation with the city; and

WHEREAS, there is a need for general policy guidelines to coordinate various City incentive programs to assure judicious use of economic development resources in order to safeguard the financial position of the City; and

WHEREAS, on June 25, 2014, pursuant to Resolution No. 14-0993, the City Council authorized the adoption of the City of Dallas' Public/Private Partnership Program Guidelines & Criteria governing tax abatement agreements and other economic development incentives including programs for loans and grants; and

WHEREAS, it is in the best interest of the City of Dallas to adopt Guidelines & Criteria for the Public/Private Partnership Program in order to make use of available economic development incentives for the promotion of new businesses, the retention and expansion of existing businesses, enhancement of the tax base, and the creation and retention of job opportunities for Dallas citizens; and

WHEREAS, it is in the best interest of the City of Dallas to amend Guidelines & Criteria for the Public/Private Partnership Program to articulate specifically that economic development grants or loans can be equal to a portion of property taxes, sales taxes, and fees paid to the City and e-commerce facilities may be considered for grants equal to a portion of sales tax revenue the e-commerce operation generates for the City; and

WHEREAS, the City of Dallas' Public/Private Partnership Program Guidelines & Criteria shall not be construed as implying or suggesting that the City of Dallas is under obligation to provide tax abatement or other incentive to any applicant, and all applicants shall be considered on a case-by-case basis.

NOW, THEREFORE,

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

December 10, 2014

Section 1. That the City of Dallas Public/Private Partnership Program Guidelines and Criteria Business Development Chapter 380 Grant/Loan Program, is amended as follows:

Business Development Chapter 380 Grant/Loan Program

Companies considering a relocation/expansion or new commercial development may be eligible for a grants and/or loans to further the economic development objectives of the City including grants and/or loans in lieu of tax abatement, equal to a portion of property taxes, sales taxes and fees paid to the City, or to defray project costs such as: land purchase, building costs, public infrastructure costs, development fees, right of way abandonment fees, loan guarantees, training costs, relocation costs, property and sales taxes, etc. Grants will be considered on a case-by-case basis and are subject to funding limitations and investment/job eligibility requirements. Companies operating e-commerce facilities may be considered for grants equal to a portion of sales tax revenue the company's e-commerce operation generates for the City. Companies will be required to meet eligibility requirements of the Public/Private Partnership Program. Pursuant to this program the City may administer and accept resources from other political subdivision of the state to support this program, and may administer and accept resources from the Federal government to support developments

Section 2. That the documents attached hereto and made a part of this Resolution entitled "**Public/Private Partnership Program Guidelines and Criteria**", **Exhibit A** is hereby adopted as Guidelines and Criteria for governing abatement agreements, as specified in the Property Redevelopment and Tax Abatement Act, as well as for other City of Dallas economic development programs.

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.

EXHIBIT A: Public/Private Partnership Program Guidelines and Criteria

City of Dallas Public/Private Programs

It is the purpose of the following programs to provide assistance only for projects where such assistance is necessary to stimulate private investment. Accordingly, these programs are available when agreements between the City and private parties that are not tax-exempt are approved by City Council prior to private investment occurring. Projects seeking economic incentives must provide written assurance that 'but for' the incentives sought, the proposed project would be substantially altered such that the project would not otherwise occur in the city or the economic returns to the city would be reduced. Projects occurring in Southern Dallas are provided special consideration.

The information contained herein shall not be construed as implying or suggesting that the City of Dallas is offering or is under any obligation to provide tax abatement or other incentives to any applicant, and all applicants shall be considered on a case-by-case basis. Pawnshops, sexually oriented businesses, bars, truck stops, and truck dealerships are excluded from consideration for incentives provided under this program.

Eligibility Requirements

Each geographic area of the City has a minimum requirement in order to be considered for incentives:

- **Southern Dallas:** Projects must create/retain 25 jobs or provide \$1 million of investment;
- **Northern Dallas and Central Business District:** Projects must create/retain 100 jobs or provide \$5 million of investment; and
- **Non-Conforming Projects:** Projects will be considered on a case-by-case basis.

Tax Abatement

Temporary abatement of either real estate or personal property taxes. Recipient firms must meet primary considerations of capital improvements and job creation/retention. City staff may consider secondary considerations such as Dallas resident employment, efforts to exceed minimum environmental regulations, wage rates, community activities, target industry projects, and M/WBE participation when negotiating this incentive. A firm's tax abatement percentage will be reduced by 25 percent for any single year of the tax abatement term in which secondary considerations included in the agreement are not met unless an alternative method is prescribed by City Council in a project specific resolution. Real property tax abatement is not available in TIF Districts. In limited cases, projects may be considered for a combination of both real and personal property tax abatement when the combined amount does not exceed 90 percent of the City taxes on total new improvement value. All tax abatements must begin by January 1 of the second calendar year following City Council authorization.

Abatement Benefits

- **Southern Dallas:** Real property tax abatement up to 90 percent for 10 years and/or a business personal property tax abatement of up to 50 percent for five years;
- **North Dallas:** Real property tax abatement up to 50 percent for 10 years and/or a business personal property tax abatement of up to 50 percent for five years;
- **Central Business District:** Business personal property tax abatement of up to 75 percent for five years and/or for non-TIF District sites real property tax abatement of up to 90 percent for 10 years; and
- **Non-Conforming Projects:** Projects will be considered on a case-by-case basis.

INCENTIVES NEGOTIATED OR PROPOSED BY CITY STAFF ARE SUBJECT TO SPECIFIC FEDERAL, STATE AND LOCAL GUIDELINES, FUNDING AVAILABILITY AND CITY COUNCIL APPROVAL. DEPENDING ON THE INCENTIVE, THERE MAY BE ADDITIONAL RESTRICTIONS BASED ON GEOGRAPHY, PROJECT SIZE AND OTHER FACTORS.

EXHIBIT A: Public/Private Partnership Program Guidelines and Criteria

Business Development Chapter 380 Grant/Loan Program

Companies considering a relocation/expansion or new commercial development may be eligible for grants and/or loans to further the economic development objectives of the City including grants and/or loans in lieu of tax abatement, equal to a portion of property taxes, sales taxes and fees paid to the City, or to defray project costs such as: land purchase, building costs, public infrastructure costs, loan guarantees, training costs, relocation costs, etc. Grants will be considered on a case-by-case basis and are subject to funding limitations and investment/job eligibility requirements. Companies operating e-commerce facilities may be considered for grants equal to a portion of sales taxes paid by a company's e-commerce customers to the City to encourage such companies to relocate, develop and operate e-commerce facilities within the City. Companies will be required to meet eligibility requirements of the Public/Private Partnership Program. Pursuant to this program the City may administer and accept resources from other political subdivision of the state to support this program, and may administer and accept resources from the Federal government to support developments.

Economic Development GO Bond Program for Southern Dallas

General Obligation Bond funding may be used as described in this paragraph for private commercial, industrial, retail, residential, and mixed-use development in the Southern area of the city that promotes economic development. Funding may be provided as a catalyst to promote private economic development and may be used for planning, designing, extending, constructing and acquiring land for public streets, utilities and other related infrastructure facilities or uses consistent with this purpose.

Private developments may be eligible for economic development grants and loans pursuant to Chapter 380 of the Texas Local Government Code. Grants and loans will be considered for infrastructure improvements and/or land acquisition consistent with the scope of funding and other uses described above. Grants or loans will be considered on a case-by-case basis subject to funding limitations and development agreements approved by City Council, which agreements will contain appropriate conditions, safeguards and benchmarks to ensure that the public purpose of economic development will be carried out.

Funding in support of mixed-use or residential development, including the acquisition of improved and unimproved properties and for the cost of demolition of existing structures for such projects, is considered a non-conforming project and will require that a minimum of 20% of the residential units in the development meet affordable housing or mixed-income housing requirements for the location.

Local Government Corporation (LGC) Chapter 380 Grant Program

The City of Dallas will consider making grants from its general fund to a LGC, subject to annual appropriation of funds and the approval of the Dallas City Council. These funds will be restricted to the payment of project costs, including the payment of debt service on any bonds issued by the LGC to finance project costs, and the funding of any necessary reserve fund or capitalized interest accounts and the payment of the cost of issuance of bonds.

City of Dallas Regional Center - EB-5

The City of Dallas Regional Center (CDRC) is dedicated to assisting individuals and their families through the EB-5 immigration process via investment into businesses and development projects located within the Dallas city limits. The CDRC offers a variety of investments to foreign investors that meet or exceed requirements and offer investors features unique to the EB-5 community. Minimum foreign investment is \$500,000 in Targeted Employment Areas or \$1M in other areas. All opportunities supported by the CDRC must provide 10 full-time jobs (directly or indirectly) per investor.

EXHIBIT A: Public/Private Partnership Program Guidelines and Criteria

INCENTIVES NEGOTIATED OR PROPOSED BY CITY STAFF ARE SUBJECT TO SPECIFIC FEDERAL, STATE AND LOCAL GUIDELINES, FUNDING AVAILABILITY AND CITY COUNCIL APPROVAL. DEPENDING ON THE INCENTIVE, THERE MAY BE ADDITIONAL RESTRICTIONS BASED ON GEOGRAPHY, PROJECT SIZE AND OTHER FACTORS.

EXHIBIT A: Public/Private Partnership Program Guidelines and Criteria

New Markets Tax Credits

The City of Dallas participates in the New Market Tax Credit Program (NMTC), a federal program operated by the Department of Treasury that provides opportunities for new development in traditionally underserved areas. The program provides NMTC investors with a 39% federal tax credit payable over seven years. These investments are partnered with additional funds for businesses and real estate development in Low Income Neighborhoods.

Target Industry Projects

Target Industry projects are provided special consideration for economic incentives and are generally defined as follows: Brownfields or recycling, information technology, building materials and furnishings, company headquarters, logistics, telecommunications, transportation manufacturing and assembly, film/television/media, advanced instruments and food processing/distribution. Due to the temporary nature of film/television production, projects in this industry are not required to meet minimum job or investment eligibility established for the Public/Private Partnership Program. Rather, these projects are considered on a case-by-case basis with consideration given to the positive economic returns projects bring to the City. Target Industry projects must be confirmed in advance by the City in order to receive consideration under this designation.

Non-Conforming Projects

Non-Conforming projects are considered on a case-by-case basis for high impact projects, unique developments, and competitive situations where projects may receive competing offers of incentives. These projects require a simple majority vote of City Council in Southern Dallas and a 3/4 vote of City Council in the CBD and in Northern Dallas. High Impact Project - Projects creating/retaining a minimum of 500 jobs with substantial capital investment. In addition, this status may be granted to major projects by Fortune 500, Manufacturers 400, or Global 500 listed firms. A mixed-use or residential development considered for support as a non-conforming project requires special circumstances and must ensure that a minimum of 20% of the residential units in the development meet affordable housing or mixed-income housing requirements for the location.

Competitive and Retention Projects

In special cases, companies receiving competing offers of incentives or those currently located in the city of Dallas considering a relocation/expansion are eligible to apply for financial incentives with negotiable terms. Existing firms must expand job base by 25 percent to be eligible for consideration. Incentives may be offered in specific cases to 'match other offers.' Companies may be required to demonstrate competing cities, offers, land/lease costs, taxes at current rates, utility rates, relocation costs, other significant costs and 'gap' to be filled, etc.

Other Sources of Financial Assistance

Tax Increment Districts

Special districts funding public improvements (not services) with increased tax revenues resulting from new private development. Tax rates are the same as elsewhere in the City and no added cost to private parties is incurred.

INCENTIVES NEGOTIATED OR PROPOSED BY CITY STAFF ARE SUBJECT TO SPECIFIC FEDERAL, STATE AND LOCAL GUIDELINES, FUNDING AVAILABILITY AND CITY COUNCIL APPROVAL. DEPENDING ON THE INCENTIVE, THERE MAY BE ADDITIONAL RESTRICTIONS BASED ON GEOGRAPHY, PROJECT SIZE AND OTHER FACTORS.

EXHIBIT A: Public/Private Partnership Program Guidelines and Criteria

Public Improvement Districts

Special districts created by petition to privately fund public improvements or special supplemental services over and above those provided by City, when such services are supportive of related City investments in capital improvements.

Foreign Trade Zone

Allows duty-free importing of foreign-made components into the Zone, where they may be assembled, manufactured, processed or packaged. Duties are charged only when products are subsequently distributed into the U.S. market - if they are shipped to international markets, no duty is levied.

State Incentives

The City of Dallas will facilitate applications for assistance from State programs including Enterprise Zone Projects, Texas Enterprise Fund, and the Texas Emerging Technology Fund.

Contact Us

To obtain more detail on these programs, or to inquire regarding other assistance, contact:
Office of Economic Development, Dallas City Hall, Room 5CS, Dallas, Texas 75201,
Phone: (214) 670-1685, Fax: (214) 670-0158, www.dallas-ecodev.com

Approved on 6.25.14 pursuant to Res. No. 14-0993

INCENTIVES NEGOTIATED OR PROPOSED BY CITY STAFF ARE SUBJECT TO SPECIFIC FEDERAL, STATE AND LOCAL GUIDELINES, FUNDING AVAILABILITY AND CITY COUNCIL APPROVAL. DEPENDING ON THE INCENTIVE, THERE MAY BE ADDITIONAL RESTRICTIONS BASED ON GEOGRAPHY, PROJECT SIZE AND OTHER FACTORS.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 3
DEPARTMENT: Office of Economic Development
CMO: Ryan S. Evans, 671-9837
MAPSCO: 61 R

SUBJECT

Prologis, L.P.

- * Authorize a Chapter 380 economic development grant agreement with Ulta Inc., a Delaware Corporation, for development of a new distribution and warehouse facility located on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas in accordance with the City's Public/Private Partnership Program - Not to exceed \$1,000,000 - Financing: Public/Private Partnership Funds
- * Authorize a Chapter 380 e-commerce sales tax grant agreement with Ulta Inc., a Delaware Corporation, to provide a 15-year e-commerce grant equal to 50 percent of the e-commerce sales taxes paid annually by Ulta Inc.'s customers to the City of Dallas for the ten year period beginning July 1, 2016 through June 30, 2026 and equal to 25 percent of e-commerce sales taxes paid annually by Ulta Inc.'s customers to the City of Dallas Texas for the five year period beginning July 1, 2026 through and June 30, 2031 from its proposed facility to be developed on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, in accordance with the City's Revised Public/Private Partnership Program - Revenue: First year revenue estimated at \$69,500; fifteen-year grant agreement revenue is not capped but is estimated to be approximately \$7,100,000 (the e-commerce grant payments are not capped but the fifteen-year grant agreement payments are estimated to be \$4,100,000) - Financing: Current Funds (subject to future appropriations)

BACKGROUND

This item was placed on the addendum due to ongoing negotiations of the deal, final negotiations for this were not completed until after the assigned deadline had passed.

BACKGROUND (Continued)

For the past several months, city staff has been in discussions with Prologis, L.P. (“Prologis”) and Ulta Inc., a Delaware Corporation (“Ulta”) regarding development of a new 670,000 square foot build-to-suit distribution and warehouse facility in the Mountain Creek area of Southern Dallas within Reinvestment Zone No. 81.

Prologis, the property owner, will develop and lease the facility to Ulta subject to favorable City Council consideration of the requested development incentives.

Ulta Inc., through its retail shop Ulta Beauty, is the largest beauty retailer that provides one-stop shopping for cosmetic and salon products, as well as salon services in the United States. Ulta Beauty offers over 20,000 beauty products through its retail stores and e-commerce website. As of August 2, 2014, the Company operates 715 retail stores across 47 states and also distributes its products through the Company’s e-commerce website.

Prologis has committed that approximately \$18 million in real property improvements, including hard and soft costs will be spent to develop the site to accommodate Ulta’s operational needs. Further, Ulta anticipates the employment of at least 450 FTE employees at the facility. The employment will be achieved with the following schedule; at least 125 full-time equivalent (FTE) employees by December 31, 2016, 250 FTE employees by December 31, 2017, 350 FTE employees by December 31, 2018, and 450 FTE employees by December 31, 2019.

Prologis and Ulta request City Council consideration of the proposed 10-year 90 percent property tax abatement and economic development grants. City staff recommends rescinding Resolution No. 13-1130, approved on June 26, 2013 which authorized two real property tax abatement agreements in the amount of 90 percent for ten years with Mt. Creek Investments, Ltd., for a proposed speculative industrial development located on the same property. The agreements were not executed as the property was sold to the current owner, Prologis who does not intend to speculatively develop the property at this time.

The proposed, new tax abatement agreement with Prologis will require substantial completion of the planned Ulta facility by December 31, 2015. The \$1 million Chapter 380 economic development grant will be paid in two installments of \$500,000 after verification of jobs in December of 2016 and 2017 in accordance with the schedule described above. The separate e-commerce 380 grant will be paid annually during the 15-year term subject to annual verification and audit of the company’s e-commerce sales tax collections and subject to annual appropriation. Additionally, both the tax abatement and the economic development grants will require that Ulta meet the job creation requirements described above or the incentives will be reduced as follows. For any given year that Ulta would maintain less than the required jobs but at least 50 percent of the required jobs, then the tax abatement and economic development grants will be reduced by half.

BACKGROUND (Continued)

However, should Ulta maintain less than 50 percent of the jobs required in a given year, the company will not be eligible for the described incentives in that year. A failure to maintain a minimum of 50 percent of the jobs for two successive years will result in termination of the agreement(s).

Ulta anticipates annual taxable e-commerce (on-line) sales to begin at approximately \$13.9 million in year one of the facility and is estimated to exceed \$100 million by year fifteen. Total taxable sales over the 15-year period is estimated to exceed \$1.1 billion with approximately \$11.2 million (or one percent) estimated to be collected as revenue by the City of Dallas. As such, the 15-year economic development grant (calculated based on sales taxes paid by Ulta customers beginning July 2016), is estimated to result in a grant of approximately \$4.1 million to Ulta over the 15-year period with the City estimated to retain approximately \$7.1 million in sales taxes over the 15-year period. Annual e-commerce sales taxes will be collected by Ulta and remitted to the state each year. The e-commerce 380 grant will be subject to annual verification and audit of Ulta’s sales tax collections and annual appropriation by the City Council.

Ulta has currently negotiated a 130 month base (10-years and 10 months) lease with Prologis (expiring on July 31, 2026) with four 5-year lease extension options amounting to a potential of 20 years beyond the original lease term. The City’s 10-year 50 percent economic development grant will only be extended to 15 years (at 25 percent for years 11-15) if Ulta operates on the property for a 190 month term (15 years and 10 months).

Net fiscal impact from the project after incentives is estimated at \$1,958,359 over 10 years and \$21,684,103 over 20 years. This proposed project conforms to minimum eligibility criteria for the City’s Public/Private Partnership Program Guidelines and Criteria as it has a private investment exceeding \$1 million and creates more than 25 jobs. Notwithstanding, it is recommended that the City of Dallas Public Private Partnership Program’s Business Development Chapter 380 Grant/Loan Program be expanded to include economic development grants equal to a portion of sales taxes paid by a company’s e-commerce customers to encourage companies to relocate, develop and operate e-commerce facilities within the City. Staff recommends the proposed incentives be approved.

ESTIMATED SCHEDULE OF THE PROJECT

Begin Construction December 2014
Complete Construction December 2015

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

A briefing memo was presented to the Economic Development Committee on November 17, 2014.

FISCAL INFORMATION

\$1,000,000 - Public/Private Partnership Funds

\$4,100,000 - Current Funds (Based on e-commerce sales taxes) (subject to appropriations)

OWNER

Prologis, L.P.

Reid Dunbar, Senior Vice President - Investment Officer

Ulta Inc., a Delaware Corporation

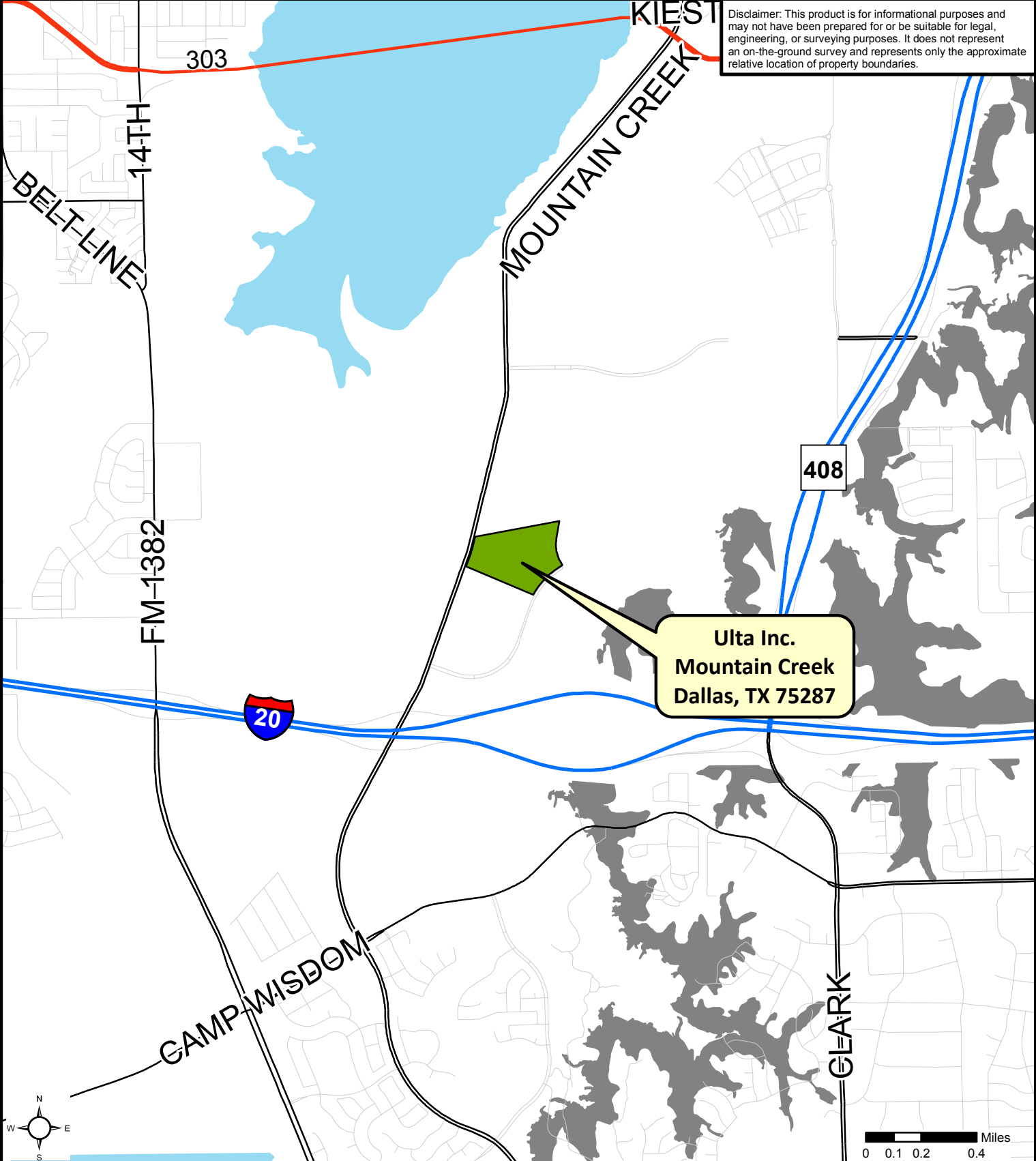
Elliott Rogers, Vice President - Supply Chain Strategy

MAP

Attached.

Ulta Inc.

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Legend

- Site Development

Dallas Area Roads

- Freeway
- Highway
- Arterial
- Local Road

Data Source - City of Dallas Enterprise GIS

December 10, 2014

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, the City Council on June 25, 2014, pursuant to Resolution No. 14-0993: (1) adopted Public/Private Partnership Program - Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code, (the "Act"); and

WHEREAS, on June 25, 2014, pursuant to Resolution No. 14-0993, the City Council elected to continue its participation in economic development grants pursuant to Chapter 380 of the Texas Local Government Code with its adoption of the Public/Private Partnership Program; and

WHEREAS, the City desires to enter into an economic development grant agreement with Ulta Inc, a Delaware corporation, regarding its tenanting and operation of a new 670,000 square foot distribution and warehouse facility located on approximately 38.6495 acres on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas.

NOW, THEREFORE,

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

Section 1. That the City Manager is hereby authorized, upon approval as to form by the City Attorney, to execute a Chapter 380 development grant agreement with Ulta Inc, a Delaware corporation (Ulta), related to its tenanting and operation of a new 670,000 square foot distribution and warehouse facility on property located acres on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas, attached hereto as **Exhibit A (Metes and Bounds)** and depicted on the attached site map as **Exhibit B (Map - the "Property")**.

Section 2. That the economic development grant agreement shall provide that the approximately 670,000 facility will be substantially completed on or before December 31, 2015 and that a minimum of \$18,000,000 will be is expended on hard and soft costs associated with land, infrastructure and building improvements.

December 10, 2014

Section 3. That the economic development grant agreement shall further provide, among other provisions, the following:

- A. The grant shall be payable in two equal installments of \$500,000 on or before December 31, of 2016 and 2017 subject to verification that Ulta Inc., has fulfilled its agreed upon job creation commitments.
- B. That Ulta Inc. employs on the property at least 125 full-time equivalent (FTE) employees by December 31, 2016 and 250 FTE employees by December 31, 2017.
- C. Should Ulta Inc. maintain less than the required jobs but at least 50 percent of the required jobs, then the economic development grants will be reduced by half (to \$250,000) in that particular year. However, should Ulta maintain less than 50 percent of the jobs required in a given year, the company will not be eligible for the described grant in that year. A failure to maintain a minimum of 50 percent of the jobs for two successive years will result in termination of the agreement(s).

Section 4. That the City Controller is hereby authorized to encumber and disburse funds from: Fund 0352, Department ECO, Unit 9992, Object 3016, Activity PPPF, Encumbrance No. ECO9992B306, Vendor No. VS86778 in an amount not to exceed \$1,000,000.

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

EXHIBIT A: Metes and Bounds

TRACT ONE-NORTH

DESCRIPTION, of a 38.6495 acre tract of land situated in the John J. Blair Survey, Abstract No. 211, and the G. Ludwick Survey, Abstract No. 781, Dallas County, Texas and in City Block 211/6113, Official Numbers of the City of Dallas, Texas; said tract also being part of that certain tract of land described in Special Warranty Deed to Prologis, L.P. recorded in Instrument No. 201300220976 of the Official Public Records of Dallas County, Texas; said 38.6495 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the southeast right-of-way line of Mountain Creek Parkway (a variable width right-of-way, 100 feet wide at this point); said point being the northwest corner of said Prologis tract and the southwest corner of that certain tract of land described in Special Warranty Deed to Mountain Creek Business Park Association, Inc. recorded in Instrument No. 20080070633 of said Official Public Records and the southwest corner of a 150-foot wide Floodway Easement recorded in Instrument No. 20080257115 of said Official Public Records;

THENCE, North 79 degrees, 14 minutes, 58 seconds East, departing the said southeast line of Mountain Creek Parkway and along the southeast line of said Mountain Creek Business Park tract and the southeast line of said Floodway Easement, a distance of 1,641.83 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the westerly line of that certain tract of land described in Special Warranty Deed with Vendor's Lien to Courtland Farms, LLC recorded in Instrument No. 201400047390 of said Official Public Records; said point being the southeast corner of said Mountain Creek Business Park tract and the southeast corner of said Floodway Easement;

THENCE, along the said westerly line of the Courtland Farms tract, the following three (3) calls:

South 10 degrees, 03 minutes, 10 seconds West, a distance of 341.16 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the beginning of a tangent curve to the left;

In a southerly direction, along said curve to the left, having a central angle of 38 degrees, 11 minutes, 32 seconds, a radius of 678.00 feet, a chord bearing and distance of South 09 degrees, 02 minutes, 36 seconds East, 443.62 feet, an arc distance of 451.94 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

South 28 degrees, 08 minutes, 22 seconds East, a distance of 100.27 feet to a point for corner; said point being the northernmost corner of that certain tract of land described in General Warranty Deed to the City of Dallas, Texas recorded in Instrument No. 201200189522 of said Official Public Records, the north corner of the northeast terminus of Merrifield Road (a 107-foot wide right-of-way) and the beginning of a non-tangent curve to the left;

THENCE, in a southwesterly direction, departing the said westerly line of the Courtland Farms tract and along the northwest line of said Merrifield Road and said curve to the left, having a central angle of 26 degrees, 56 minutes, 00 seconds, a radius of 1,453.50 feet, a chord bearing and distance of South 47 degrees, 17 minutes, 24 seconds West, 676.98 feet, an arc distance of 683.25 feet to a point for corner;

THENCE, North 77 degrees, 59 minutes, 41 seconds West, departing the said northwest line of Merrifield Road, a distance of 1,430.02 feet to a point for corner in the said southeast line of Mountain Creek Parkway;

THENCE, in a northeasterly direction, along the said southeast line of Mountain Creek Parkway, the following three (3) calls:

North 19 degrees, 32 minutes, 17 seconds East, a distance of 418.70 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the beginning of a tangent curve to the left;

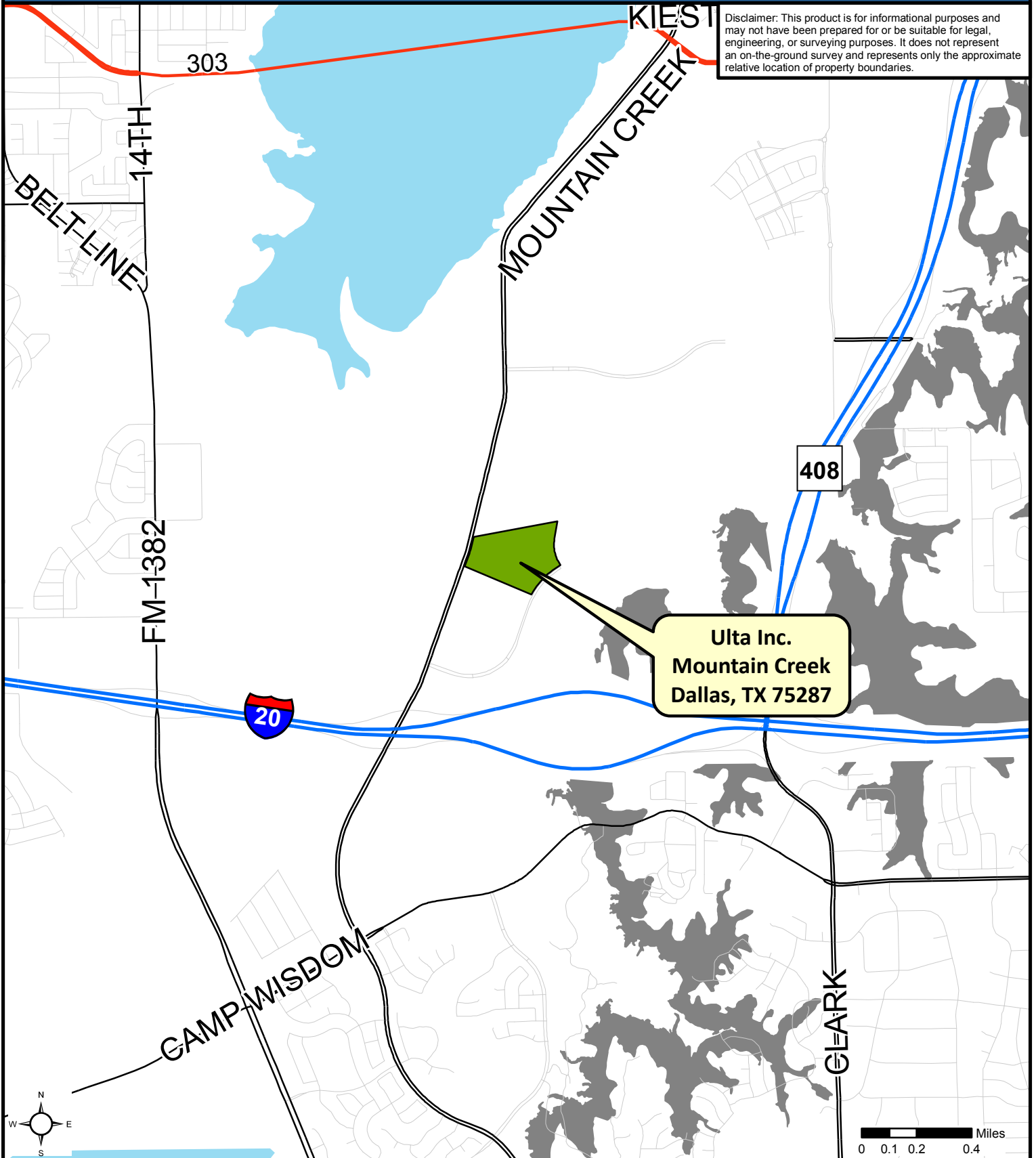
Along said curve to the left, having a central angle of 05 degrees, 47 minutes, 22 seconds, a radius of 1,250.00 feet, a chord bearing and distance of North 16 degrees, 38 minutes, 36 seconds East, 126.25 feet, an arc distance of 126.31 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

North 13 degrees, 44 minutes, 55 seconds East, a distance of 208.34 feet to the POINT OF BEGINNING;

CONTAINING, 1,683,572 square feet or 38.6495 acres of land, more or less.

Exhibit B: Ulta Inc.

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



December 10, 2014

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, pursuant to Resolution No. 14-0993, approved on June 25, 2014, the City Council: (1) adopted Public/Private Partnership Program - Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code, (the "Act"); and

WHEREAS, on June 25, 2014, pursuant to Resolution No. 14-0993, the City Council elected to continue its participation in economic development grants pursuant to Chapter 380 of the Texas Local Government Code with its adoption of the Public/Private Partnership Program; and

WHEREAS, the City desires to enter into a Chapter 380 economic development grant agreement with Ulta Inc., a Delaware corporation, in an amount not to exceed 50 percent of the e-commerce (on-line) sales taxes paid annually by Ulta Inc.'s customers to the City for the period of ten years between July 1, 2016 and June 30, 2026 originating at the proposed facility to be developed on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas within Reinvestment Zone No. 81, attached hereto as Exhibit A (Metes and Bounds) and depicted on the attached site map as Exhibit B (Map - the "Property") followed by a potential additional annual grant with Ulta Inc., a Delaware corporation, not to exceed 25 percent of the e-commerce (on-line) sales taxes paid annually by Ulta Inc.'s customers to the City for the period of five years between July 1, 2026 and June 30, 2031, originating at the proposed facility to be developed on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas within Reinvestment Zone No. 81, attached hereto as **Exhibit A (Metes and Bounds)** and depicted on the attached site map as **Exhibit B (Map - the "Property")**.

NOW, THEREFORE,

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

December 10, 2014

Section 1. That the City Manager is hereby authorized, upon approval as to form by the City Attorney, to execute a Chapter 380 e-commerce sales tax grant with Ulta Inc., a Delaware corporation, to reimburse the company under the following terms starting as of July 1, 2016:

- For the proposed ten year term of July 1, 2016 – June 30, 2026: An amount not to exceed 50 percent of the sales taxes paid by Ulta customers to the City from e-commerce sales (on-line sales) originating at the proposed facility to be developed on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas within Reinvestment Zone No. 81, attached hereto as Exhibit A (Metes and Bounds) and depicted on the attached site map as Exhibit B (Map - the "Property").
- For the proposed five year term of July 1, 2026 – June 30, 2031: An amount not to exceed 25 percent of the sales taxes paid by Ulta customers to the City from e-commerce sales (on-line sales) upon the condition that Ulta operates for a 190 month term lease upon the property originating at the proposed facility to be developed on the east side of the 4800 block of Mountain Creek Parkway, north of Merrifield Road in Dallas, Texas within Reinvestment Zone No. 81, attached hereto as Exhibit A (Metes and Bounds) and depicted on the attached site map as Exhibit B (Map - the "Property").

Section 2. That the economic development grant agreement shall not exceed a period of 15 years (180 months) and the effective date for the purposes of calculation of the grant will be the first day of the month following July 1, 2016.

Section 3. That the City may create a specific program grant collection fund for this Chapter 380 development grant incentive with Ulta Inc. which will serve as the sole funding source for this grant.

Section 4. That program compliance will be based upon the following terms and conditions that Ulta Inc.:

- Executes at least a 130 month base lease (10 year, 10 month) with a 5 year extension lease option (creating the potential for a total term lease of 190 month) with Prologis, L.P. for a 670,000 square foot distribution/warehouse facility on the Property.
- Employs at least 125 full-time equivalent (FTE) employees by December 31, 2016, 250 FTE employees by December 31, 2017, 350 FTE employees by December 31, 2018, and 450 FTE employees by December 31, 2019 and maintain said employment through the duration of the grant agreement.

December 10, 2014**Section 4.** (Continued)

- These terms and conditions must be met at the proposed facility located within located within Reinvestment Zone No. 81, attached hereto as Exhibit A (Metes and Bounds) and depicted on the attached site map as Exhibit B (Map - the "Property").

Section 5. That grant payments will be paid annually on or before December 31 during the term of the program agreement subject to annual appropriations by the City Council. Annual payments will be calculated upon and include actual sales tax revenue received by the City through June annually to allow for verification and the approval of appropriations by the City Council for the upcoming fiscal year. The anticipated grant calculation and payment schedule is described below:

Payment Years 1 - 15: July 1, 2016 – June 30, 2031

Grant Payment – On or Before December 31 of each scheduled payment year.

It is recognized that the anticipated program payment sales tax calendar noted is subject to change contingent upon the final project occupancy date of the facility by Ulta Inc. As such, the Economic Development Director is authorized to make appropriate modifications to this schedule in consultation with the City's Chief Financial Officer and Budget Director in order to fulfill the purposes described herein.

Section 6. That the grant is subject to annual verification, audit or other necessary procedures deemed appropriate by the City to verify the company's e-commerce sales tax collections. The Economic Development Director, in consultation with the City's Chief Financial Officer and Budget Director, is authorized to make appropriate arrangements with Ulta Inc. to meet the audit requirement in order to fulfill the purposes described herein.

Section 7. That subject to audit verification and annual appropriations, e-commerce sales taxes paid annually by Ulta Inc.'s customers to the City of Dallas, Texas, originating at the proposed facility, shall be deposited into Fund 0680, Department ECO, Unit 6696, RSRC 6100 in accordance with the terms of the Chapter 380 e-commerce sales tax grant agreement.

Section 8. That should tenant(s) of the property in any given year maintain less than the required jobs but at least 50 percent of the required jobs, then the grant amount will be reduced by half. However, should tenant(s) maintain less than 50 percent of the jobs required in a given year, the company will not be eligible for the described grant that year. A failure to maintain a minimum of 50 percent of the jobs for two successive years will result in termination of the grant agreement.

Section 9. That the Economic Development Grant with Ulta Inc. is personal to Ulta Inc. and it can not be sold or assigned to non-affiliated companies without City Council approval.

December 10, 2014

Section 10. That the City Controller is hereby authorized to encumber and disburse funds, subject to future appropriations, from: Fund 0680, Department ECO, Unit 6696, Object 3016, Activity ECOM, Encumbrance No. ECO6696B307, Vendor No. VS86778.

Section 11. 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.

EXHIBIT A: Metes and Bounds

TRACT ONE-NORTH

DESCRIPTION, of a 38.6495 acre tract of land situated in the John J. Blair Survey, Abstract No. 211, and the G. Ludwick Survey, Abstract No. 781, Dallas County, Texas and in City Block 211/6113, Official Numbers of the City of Dallas, Texas; said tract also being part of that certain tract of land described in Special Warranty Deed to Prologis, L.P. recorded in Instrument No. 201300220976 of the Official Public Records of Dallas County, Texas; said 38.6495 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the southeast right-of-way line of Mountain Creek Parkway (a variable width right-of-way, 100 feet wide at this point); said point being the northwest corner of said Prologis tract and the southwest corner of that certain tract of land described in Special Warranty Deed to Mountain Creek Business Park Association, Inc. recorded in Instrument No. 20080070633 of said Official Public Records and the southwest corner of a 150-foot wide Floodway Easement recorded in Instrument No. 20080257115 of said Official Public Records;

THENCE, North 79 degrees, 14 minutes, 58 seconds East, departing the said southeast line of Mountain Creek Parkway and along the southeast line of said Mountain Creek Business Park tract and the southeast line of said Floodway Easement, a distance of 1,641.83 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner in the westerly line of that certain tract of land described in Special Warranty Deed with Vendor's Lien to Courtland Farms, LLC recorded in Instrument No. 201400047390 of said Official Public Records; said point being the southeast corner of said Mountain Creek Business Park tract and the southeast corner of said Floodway Easement;

THENCE, along the said westerly line of the Courtland Farms tract, the following three (3) calls:

South 10 degrees, 03 minutes, 10 seconds West, a distance of 341.16 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the beginning of a tangent curve to the left;

In a southerly direction, along said curve to the left, having a central angle of 38 degrees, 11 minutes, 32 seconds, a radius of 678.00 feet, a chord bearing and distance of South 09 degrees, 02 minutes, 36 seconds East, 443.62 feet, an arc distance of 451.94 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

South 28 degrees, 08 minutes, 22 seconds East, a distance of 100.27 feet to a point for corner; said point being the northernmost corner of that certain tract of land described in General Warranty Deed to the City of Dallas, Texas recorded in Instrument No. 201200189522 of said Official Public Records, the north corner of the northeast terminus of Merrifield Road (a 107-foot wide right-of-way) and the beginning of a non-tangent curve to the left;

THENCE, in a southwesterly direction, departing the said westerly line of the Courtland Farms tract and along the northwest line of said Merrifield Road and said curve to the left, having a central angle of 26 degrees, 56 minutes, 00 seconds, a radius of 1,453.50 feet, a chord bearing and distance of South 47 degrees, 17 minutes, 24 seconds West, 676.98 feet, an arc distance of 683.25 feet to a point for corner;

THENCE, North 77 degrees, 59 minutes, 41 seconds West, departing the said northwest line of Merrifield Road, a distance of 1,430.02 feet to a point for corner in the said southeast line of Mountain Creek Parkway;

THENCE, in a northeasterly direction, along the said southeast line of Mountain Creek Parkway, the following three (3) calls:

North 19 degrees, 32 minutes, 17 seconds East, a distance of 418.70 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the beginning of a tangent curve to the left;

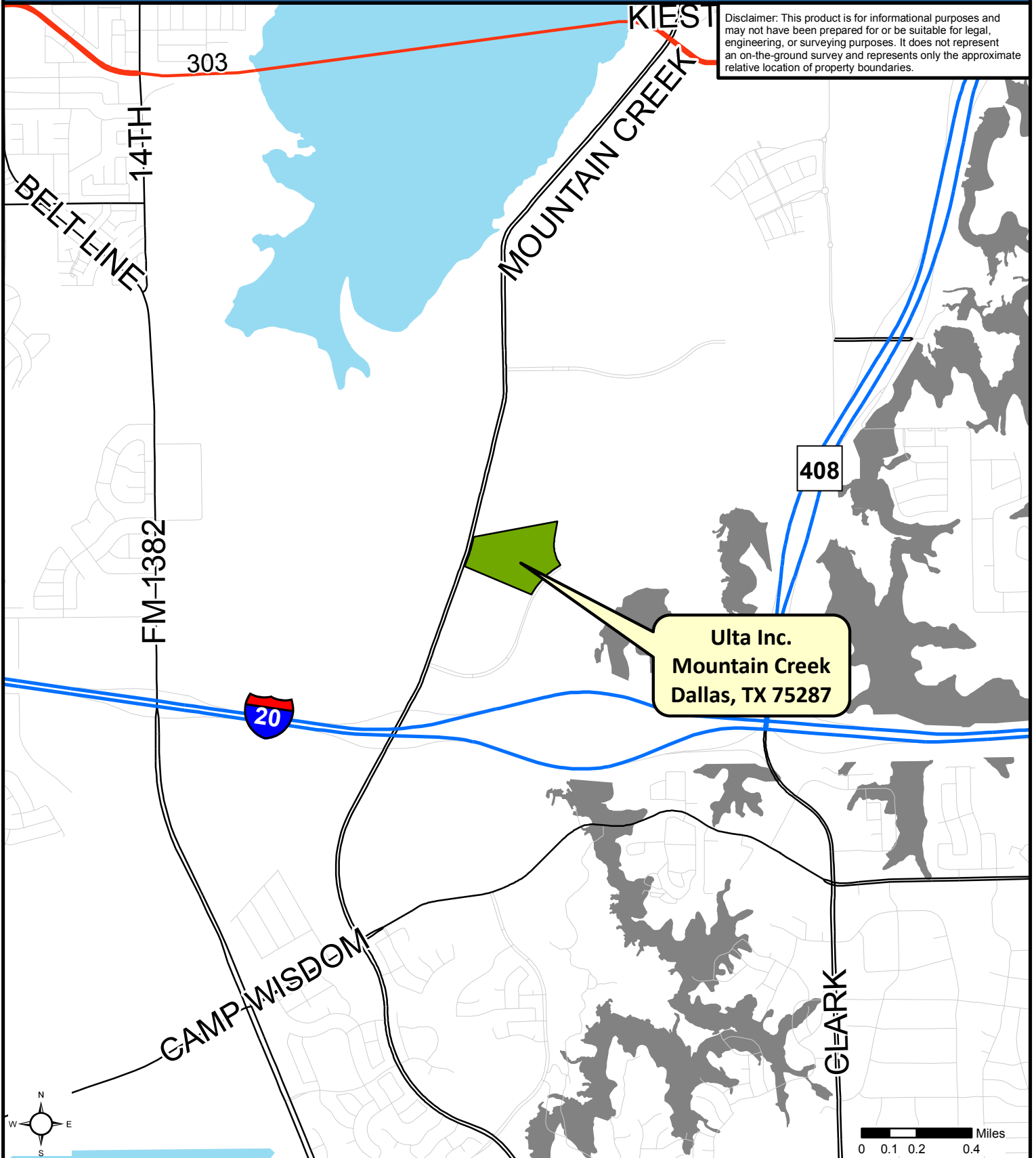
Along said curve to the left, having a central angle of 05 degrees, 47 minutes, 22 seconds, a radius of 1,250.00 feet, a chord bearing and distance of North 16 degrees, 38 minutes, 36 seconds East, 126.25 feet, an arc distance of 126.31 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found at the end of said curve;

North 13 degrees, 44 minutes, 55 seconds East, a distance of 208.34 feet to the POINT OF BEGINNING;

CONTAINING, 1,683,572 square feet or 38.6495 acres of land, more or less.

Exhibit B: Ulta Inc.

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



ADDENDUM ITEM # 25

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 14
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 45 P

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a restaurant without drive-in or drive-through service on property zoned Subdistrict B within Planned Development District No. 619 with Historic Overlay H/87, the Republic National Bank (Davis) Building, on the north side of Main Street, east of North Field Street
Recommendation of Staff and CPC: Approval for a three-year period, subject to a site plan and conditions
Z134-335(OTH)

FILE NUMBER: Z134-335(OTH)

DATE FILED: September 8, 2014

LOCATION: On the north side of Main Street, east of North Field Street

COUNCIL DISTRICT: 14

MAPSCO: 45-P

SIZE OF REQUEST: ±14,550 sq. ft.

CENSUS TRACT: 31.01

APPLICANT/ REPRESENTATIVE: William Katz

OWNER: 1309 Main Street Apartments, LLC

REQUEST: An application for a Specific Use Permit for a restaurant without drive-in or drive-through service on property zoned Subdistrict B within Planned Development District No. 619 with Historic Overlay H/87, the Republic National Bank (Davis) Building.

SUMMARY: The applicant proposes to expand the existing restaurant [Frankie's Sports Bar and Grill] located at the street level. A restaurant 2,000 square feet or more located below street level requires an SUP.

CPC RECOMMENDATION: Approval for a three-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval for a three-year period, subject to a site plan and conditions.

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not a Specific Use Permit shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The proposed use is compatible with the surrounding mix of uses that includes hotel, restaurant, residential, retail and office.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The proposed expansion of an existing establishment provides a service within the Central Business District and does not negatively impact to the adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – The proposed use is not anticipated to be a detriment to the public health, safety, or general welfare.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – Based on information depicted on the site plan, it complies with all applicable zoning regulations and standards. No variances or special exceptions are requested.

Zoning History: There have been two recent zoning changes in the area.

1. **Z123-182:** On Wednesday, April 10, 2013, the City Council approved the renewal of Specific Use Permit No. 1856 for an alcoholic beverage establishment for a bar, lounge or tavern and a commercial amusement (inside) for a dance hall for a three-year period, subject to conditions.
2. **Z123-285:** On December 11, 2013, the City Council approved an amendment to Planned Development District No. 619 to amend the development plan, restrictions on uses in Subdistricts A and K, and street level façade requirements in Subdistrict A regulation on area bounded by the centerlines of Pacific Avenue, Harwood Street, Jackson Street and Griffin Street.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Main Street	Principal Arterial	80 feet
Filed Street	Principal Arterial	50 feet

Surrounding Land Uses:

	Zoning	Land Use
North	PDD No. 619; H/87	Residential; retail, office
East	PDD No. 619	Restaurants; office , retail
South	PDD No. 619; H/36 on a portion	Hotel, offices, retail
West	PDD No. 619	Restaurant, retail, parking garage

STAFF ANALYSIS:

Comprehensive Plan:

The comprehensive plan does not make a specific land use recommendation related to the request, however the *forwardDallas! Vision Illustration*, adopted June 2006, is comprised of a series of Building Blocks that depicts general land use patterns. Building Blocks are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur.

The Vision Illustration depicts the request site as within the City’s Downtown; a centrally located hub that provides high intensity concentrated regional job and commercial activity supported by high density housing. A Downtown Building Block includes pedestrian-oriented and mixed-use development that offers multiple transportation options.

The request is consistent with the *forwardDallas! Vision* to promote a pedestrian-oriented mix of uses in the downtown area.

Land Use Compatibility:

The request site is surrounded by a mix of uses, which include residential, retail, restaurant, parking garage and office uses.

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.

Parking:

Planned Development District No. 619 requires off-street parking to be provided per the CA-1(A) Central Area District standards. For a new structure or an addition to an existing structure, one space is required for each 2,000 square feet of floor area. The proposed use is located within an existing structure, therefore no parking is required.

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that it will not significantly impact the surrounding roadway system.

CPC ACTION – November 20, 2014

Motion: It was moved to recommend **approval** of a Specific Use Permit for a restaurant without drive-in or drive-through service for a three-year period, subject to a site plan and revised conditions on property zoned Subdistrict B within Planned Development District No. 619 with Historic Overlay H/87, the Republic National Bank (Davis) Building on the north side of Main Street, east of North Field Street.

Maker: Bagley
Second: Shidid
Result: Carried: 15 to 0

For: 15 - Anglin, Emmons, Rodgers, Culbreath, Shidid, Anantasomboon, Bagley, Lavallaisaa, Tarpley, Shellene, Schultz, Peadon, Murphy, Ridley, Abtahi

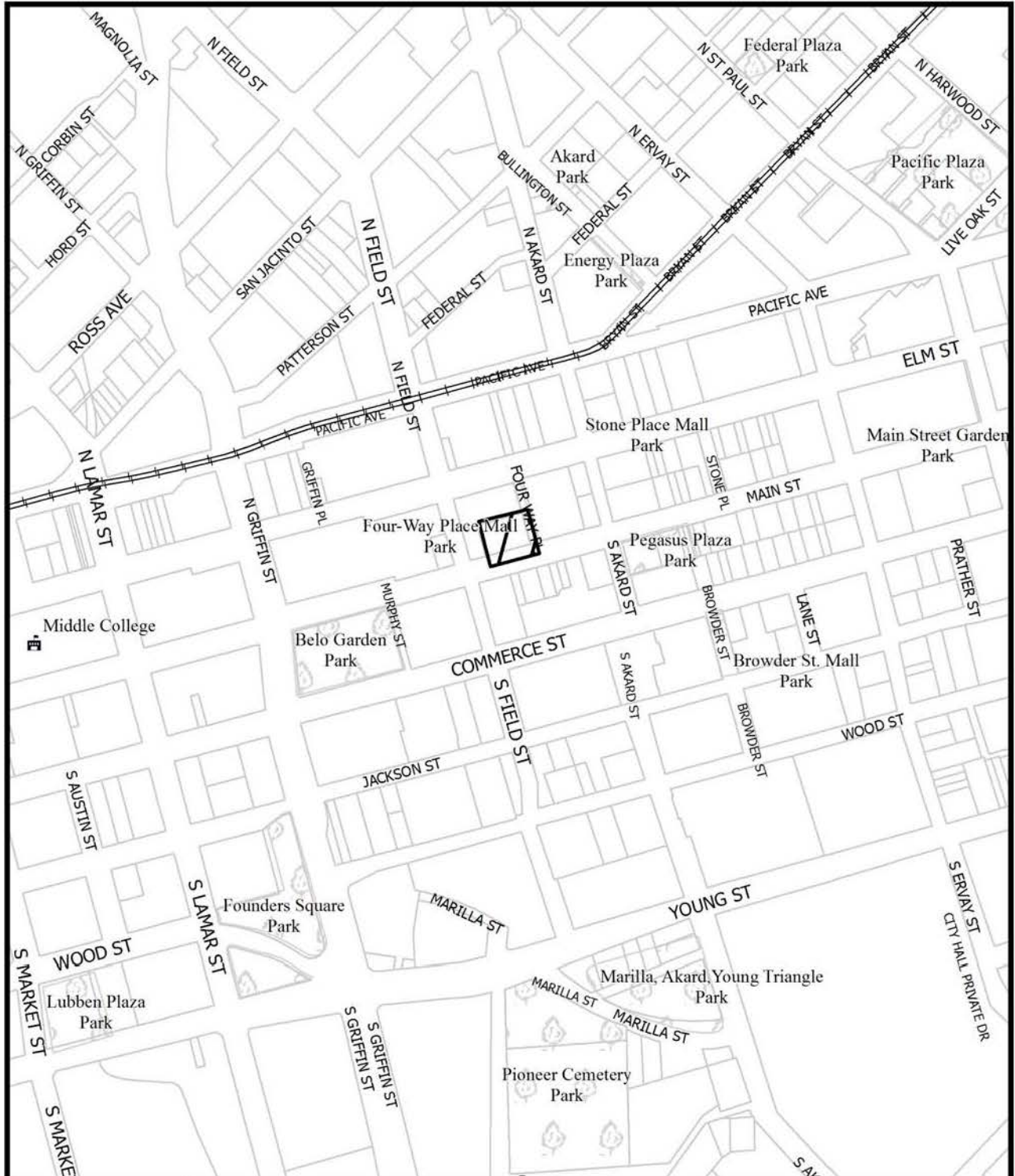
Against: 0
Absent: 0
Vacancy: 0

Notices: Area: 200 Mailed: 289
Replies: For: 5 Against: 0

Speakers: For (Did not speak): William Katz, 3134 Birchridge Dr., Frisco, TX, 75033
Johnnie Katz, 3134 Birchridge Dr., Frisco, TX, 75033
Against: None

**CPC RECOMMENDED CONDITIONS
Z134-335(OTH)**

1. USE: The only use authorized by this specific use permit is a restaurant without drive-in or drive-through service.
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 from the date of approval.
4. HOURS OF OPERATION: The restaurant without drive-in or drive-through service may only operate between 11:00 a.m. and 2:00 a.m. Monday through Sunday.
5. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
6. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

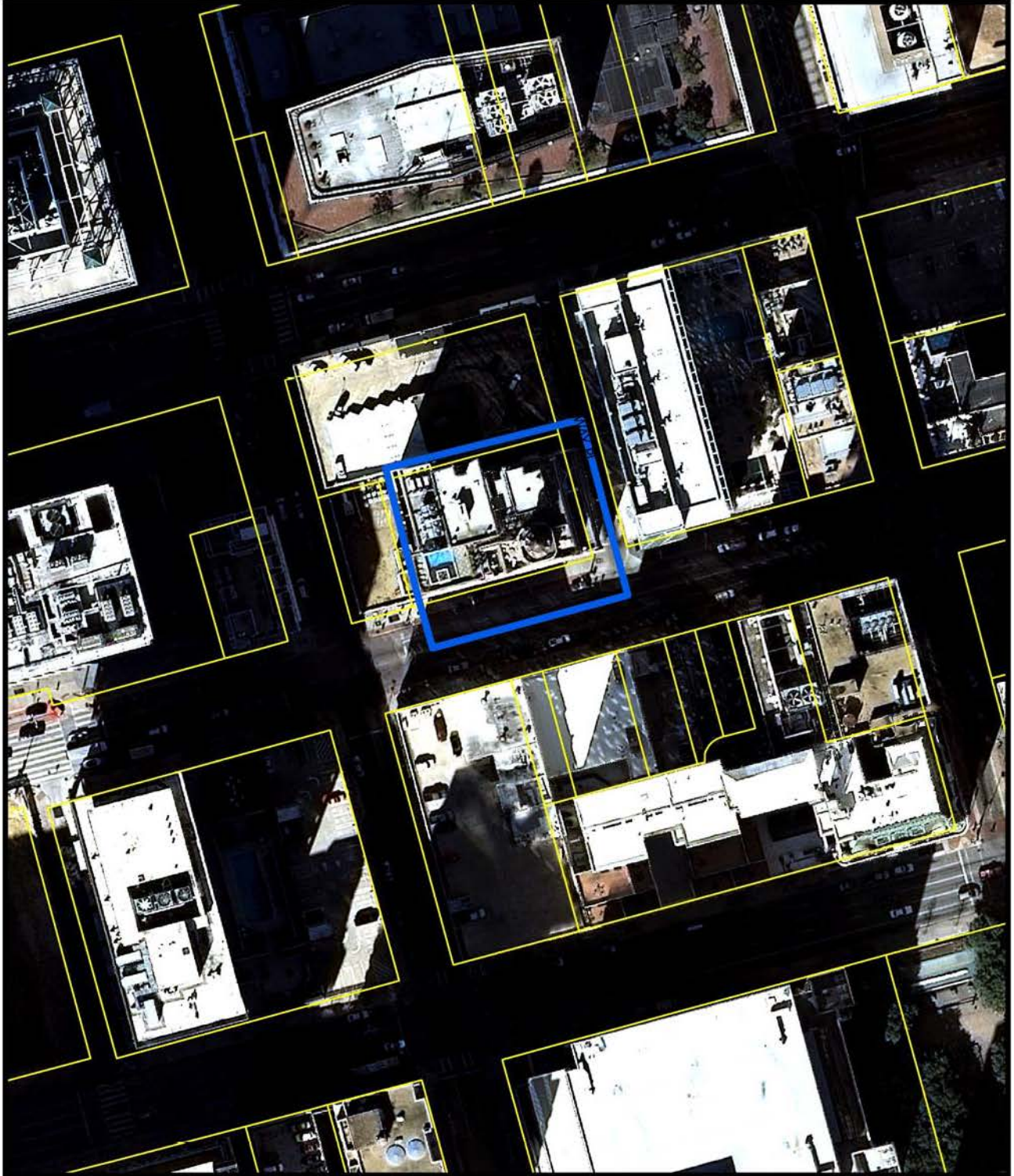


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VICINITY MAP

Case no: **Z134-335**

Date: **10/29/2014**

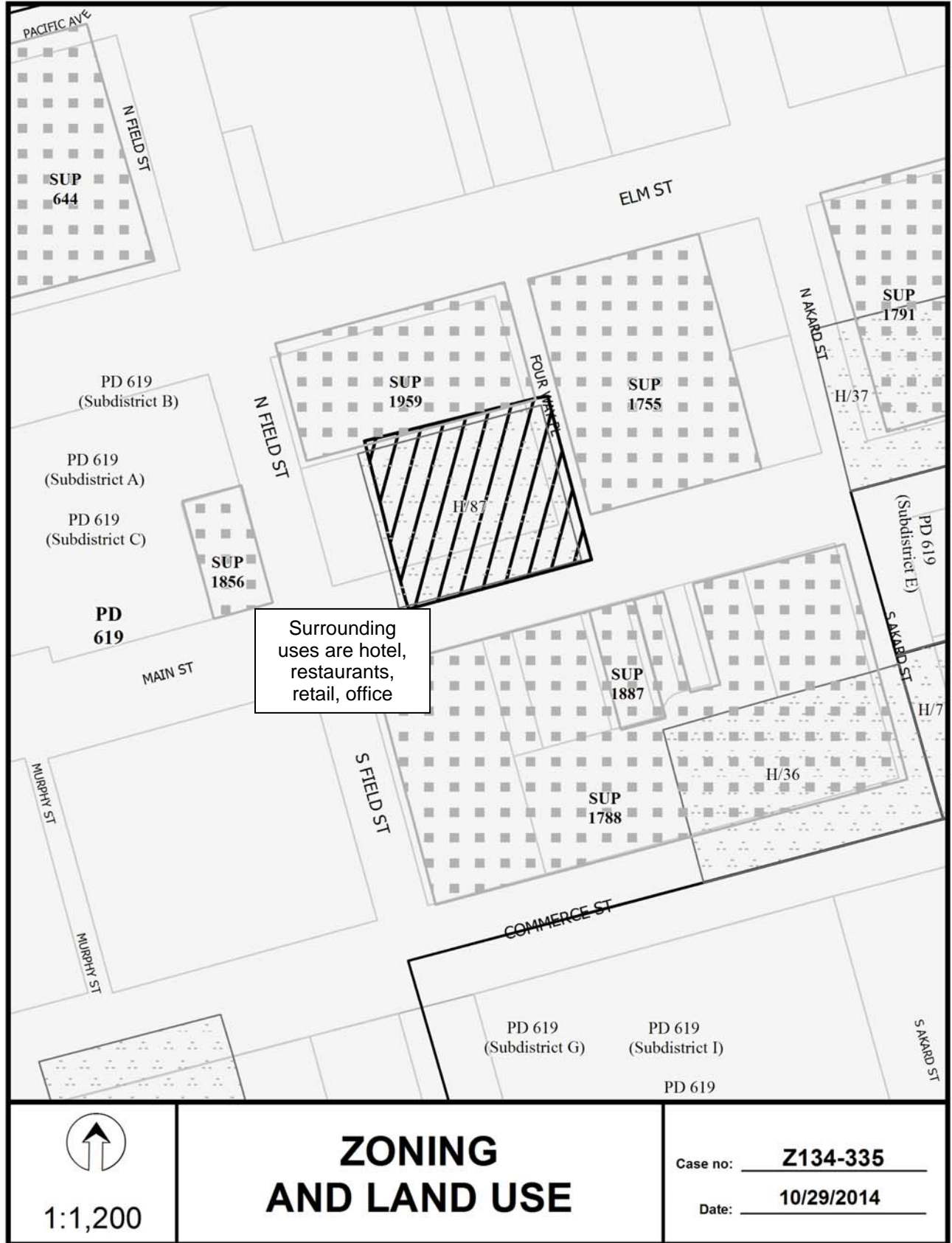


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AERIAL MAP

Case no: Z134-335

Date: 10/29/2014

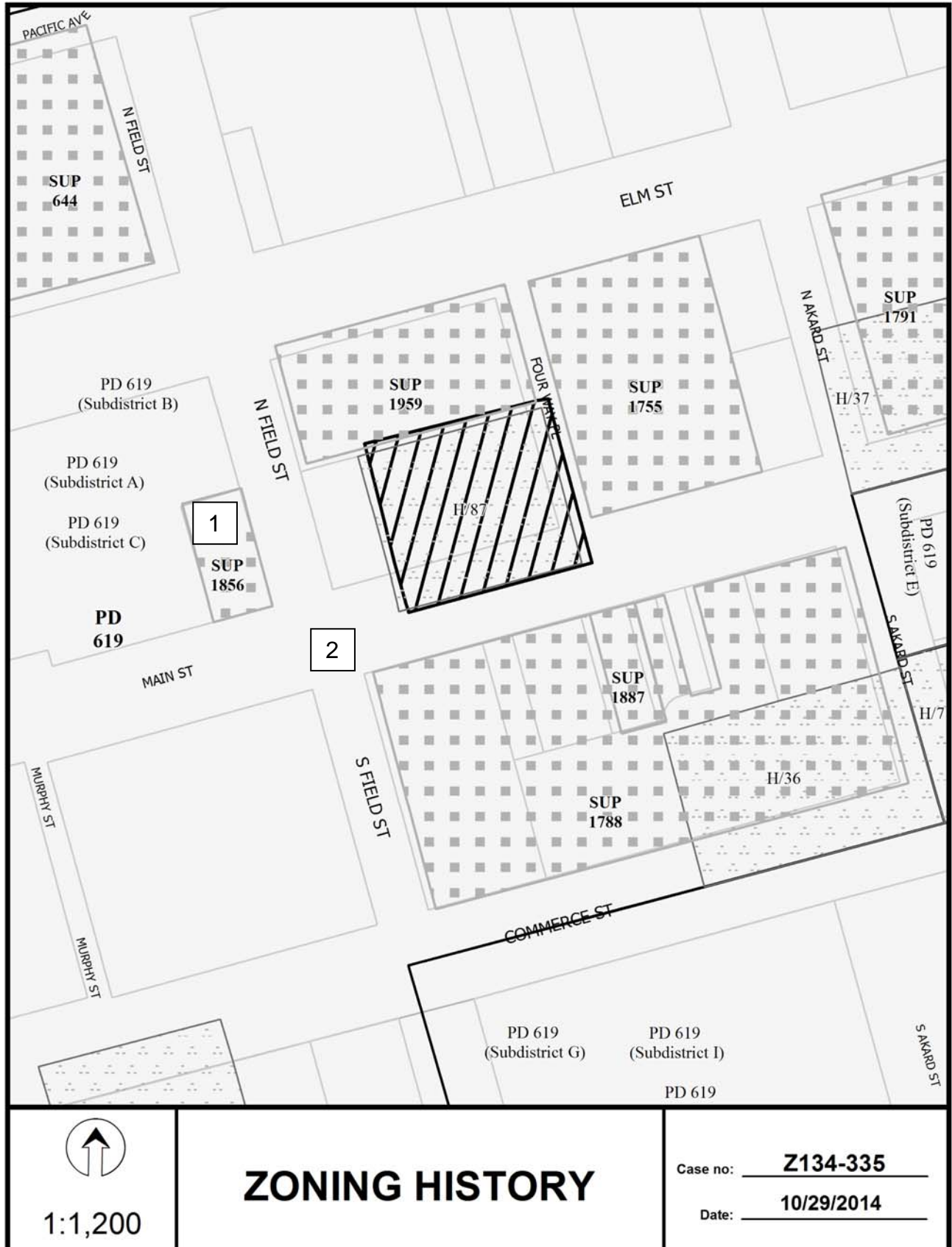


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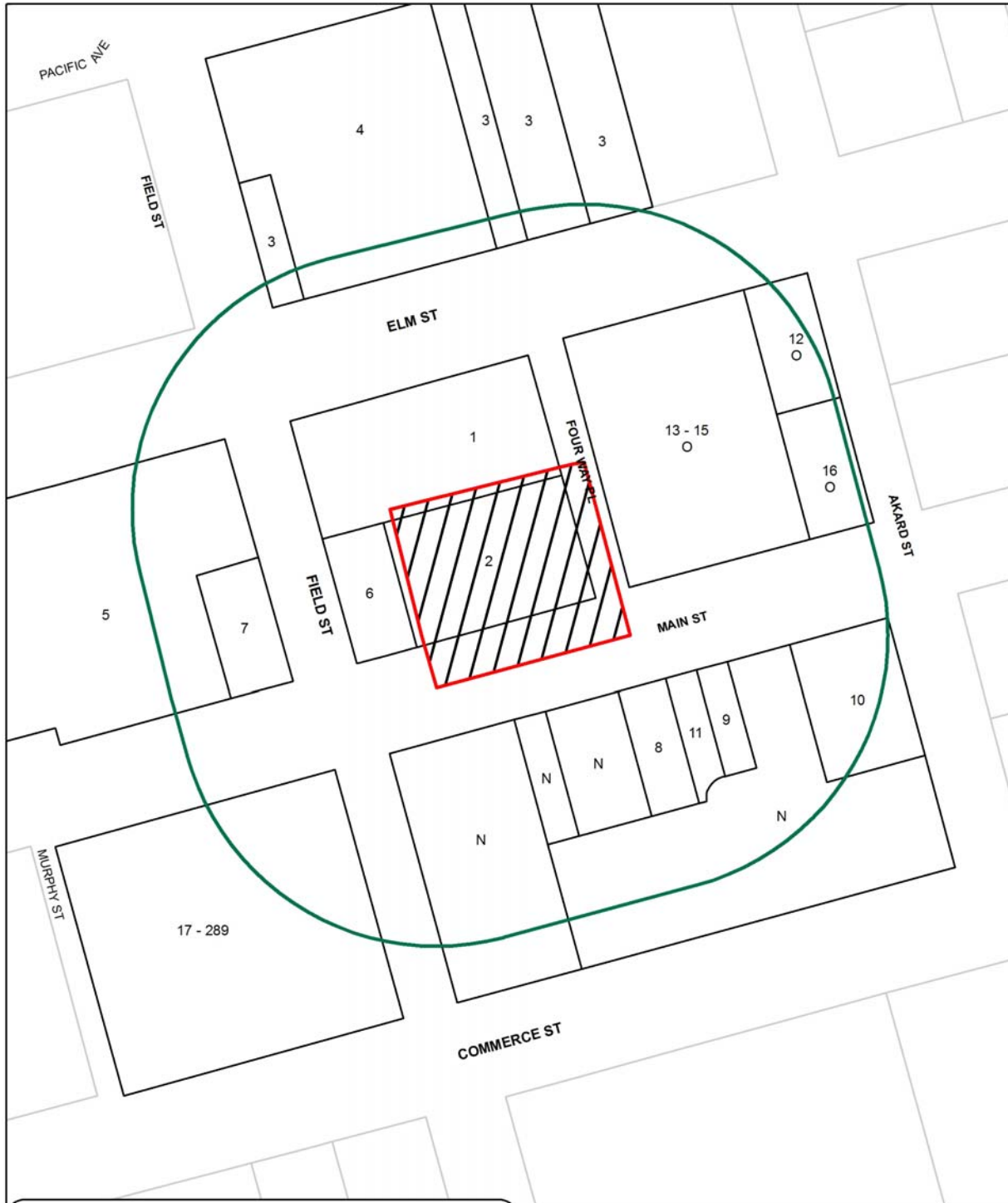
ZONING AND LAND USE

Case no: Z134-335

Date: 10/29/2014



CPC RESPONSES



<u>289</u>	Property Owners Notified (22 parcels)
<u>5</u>	Replies in Favor (3 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>200'</u>	Area of Notification
<u>11/20/2014</u>	Date

Z134-335
CPC



1:1,200

10/31/2014

Notification List of Property Owners***Z134-335******289 Property Owners Notified***

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	1302 ELM ST	1309 MAIN STREET APARTMENTS LLC
2	1309 MAIN ST	1309 MAIN STREET APARTMENTS LLC
3	1403 ELM ST	OLYMPIC 1401 ELM ASSOCIATES LLC
4	1401 ELM ST	OLYMPIC 1401 ELM ASSOCIATES LLC
5	1201 MAIN ST	ONE MAIN PLACE LLC
6	1301 MAIN ST	NAYEB FAMILY LP
7	1217 MAIN ST	FWS GROUP DALLAS LLC
8	1400 MAIN ST	FOSTER BRYAN S
9	1404 MAIN ST	1404 MAIN BUILDING LLC
10	1412 MAIN ST	BN 1412 MAIN LP
11	1402 MAIN ST	TIER DEVELOPMENT GROUP LC
○ 12	1414 ELM ST	ELM 1414 PPTIES, LTD
○ 13	1407 MAIN ST	DLD PROPERTIES
○ 14	1407 MAIN ST	DRED PROPERTIES LTD
○ 15	1407 MAIN ST	DCAR PROPERTIES LTD
○ 16	1415 MAIN ST	GS RENAISSANCE LTD PS
17	1200 MAIN ST	BELLINGHAUSEN WIL J
18	1200 MAIN ST	NEWMAN PAULETTE E
19	1200 MAIN ST	1621 ERVAY LTD
20	1200 MAIN ST	BRANAMAN MICHAEL S &
21	1200 MAIN ST	SHAH VINAY
22	1200 MAIN ST	DIXON GLORIA D
23	1200 MAIN ST	ORTIZ GUILLERMINA
24	1200 MAIN ST	FONTENOT TOMMY JAMES
25	1200 MAIN ST	RAFF GEORGE JR
26	1200 MAIN ST	SMITH DANIEL E & HERMA A

Z134-335(OTH)

10/31/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	1200 MAIN ST	BRANSTETTER ROBERT M & CAROL SHELTON
28	1200 MAIN ST	FREEMAN SCOTT
29	1200 MAIN ST	BOYD CURTIS W & GLENNA HALVORSON
30	1200 MAIN ST	JUAREZ GERARDO
31	1200 MAIN ST	MCARDLE PATRICIA
32	1200 MAIN ST	AMONGKOL JITTADA KITTY
33	1200 MAIN ST	HART STANLEY L &
34	1200 MAIN ST	SMITH SHERIA D
35	1200 MAIN ST	CRIST EUGENE SCOTT
36	1200 MAIN ST	TERESI MARK A &
37	1200 MAIN ST	HERNDON CYNTHIA A
38	1200 MAIN ST	KISLING MISTY
39	1200 MAIN ST	SANADI NISAR & THU NGUYET
40	1200 MAIN ST	CARPENTER ROBIN N
41	1200 MAIN ST	MASTAGLIO LINDA R
42	1200 MAIN ST	LOPEZ DENNIS A
43	1200 MAIN ST	WOMBLE JOHN M & GINGER A
44	1200 MAIN ST	BAILEY PETER & MARY
45	1200 MAIN ST	PERRI ANTHONY J &
46	1200 MAIN ST	RATH OMKAR R &
47	1200 MAIN ST	FAYE WILLIS DESIGNS INC
48	1200 MAIN ST	BAGARIA SAPNA & SURESH
49	1200 MAIN ST	PARKER RUBY
50	1200 MAIN ST	ABDULKHAALIQ ANWAAR
51	1200 MAIN ST	ARAUJO JOSEPH
52	1200 MAIN ST	CHATTERJEE ARUNABHA
53	1200 MAIN ST	SALVANT WAYNE
54	1200 MAIN ST	ELLER KELLEY
55	1200 MAIN ST	MASSEY LINDA
56	1200 MAIN ST	DASH PRIYARANJAN &
57	1200 MAIN ST	MUEHLENWEG ROBERT J &

10/31/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
58	1200 MAIN ST	CUEVAS ISRAEL F
59	1200 MAIN ST	EDWARDS JAMES & BARBARA
60	1200 MAIN ST	SCOTT DARIAN D
61	1200 MAIN ST	ATV TEXAS VENTURES IV LP
62	1200 MAIN ST	KADAN PROPERTIES LP
63	1200 MAIN ST	CAMPOS EDWARD
64	1200 MAIN ST	ADAMS WILHELMINA J
65	1200 MAIN ST	COMBS DAMETIA
66	1200 MAIN ST	BEVERS MARC
67	1200 MAIN ST	WHITE JESSICA
68	1200 MAIN ST	HERICKS JAMES &
69	1200 MAIN ST	BAKER WILLIAM H III
70	1200 MAIN ST	SPRING TRUMAN E JR
71	1200 MAIN ST	TITTLE CYNTHIA LARK
72	1200 MAIN ST	DANIEC MONICA
73	1200 MAIN ST	BLACK PAUL
74	1200 MAIN ST	HAQUE NAZ &
75	1200 MAIN ST	SCHNAPPAUF MICHAEL
76	1200 MAIN ST	ALANIZ GEORGE R JR & ANEESA T HOJAT
77	1200 MAIN ST	CHANEY GARY WAYNE 1992 FAMILY TRUST
78	1200 MAIN ST	NGUYEN MICHAEL
79	1200 MAIN ST	BENEVENTI MARK FRANCIS
80	1200 MAIN ST	DU YALI
81	1200 MAIN ST	PATOINE TERESA SUSAN
82	1200 MAIN ST	SAIED ANNA M
83	1200 MAIN ST	FAIRCHILD MELISSA
84	1200 MAIN ST	BURNS CHRISTOPHER J
85	1200 MAIN ST	HARRIS KENDRICK LASALLE
86	1200 MAIN ST	PATEL JAYSHREE &
87	1200 MAIN ST	ALSUP LAUREN BRITTANY
88	1200 MAIN ST	ELLER TOM & ROBYN

Z134-335(OTH)

10/31/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
89	1200 MAIN ST	KAHANE DENNIS SPENCER
90	1200 MAIN ST	SULLIVANMCMULLEN DAVID
91	1200 MAIN ST	SALEEM ADEEL
92	1200 MAIN ST	PARK STEPHEN
93	1200 MAIN ST	MOBLEY HENRY B JR
94	1200 MAIN ST	COWAN MICHAEL & MARTHA
95	1200 MAIN ST	THEIS LANGSTON
96	1200 MAIN ST	CAREY GABRIELLE
97	1200 MAIN ST	IPPOLITO MARTA
98	1200 MAIN ST	CIN ALBERTO DAL
99	1200 MAIN ST	BROWN GLENN ALAN
100	1200 MAIN ST	ROMERO GERALD & LOURDES
101	1200 MAIN ST	PATRA DEEPAK
102	1200 MAIN ST	SCARBOROUGH DONALD D
103	1200 MAIN ST	KEANE JUSTIN SCOTT &
104	1200 MAIN ST	COMMUNITY BANK & TRUST
105	1200 MAIN ST	LUMME DONALD GUY JR
106	1200 MAIN ST	XIE JIMIN
107	1200 MAIN ST	OROZCO CARLOS A
108	1200 MAIN ST	SALVANT BRIAN
109	1200 MAIN ST	DOMINGUEZ JOSE R &
110	1200 MAIN ST	GRIEGO MANUEL R JR &
111	1200 MAIN ST	KEATON JULIAN E II
112	1200 MAIN ST	MA MAU & JUYEI
113	1200 MAIN ST	THOMAS BIJU
114	1200 MAIN ST	PATRO LOKANATH
115	1200 MAIN ST	IPPOLITO DAVIDE MICHAEL
116	1200 MAIN ST	MADDERRA RHONDA & FARON
117	1200 MAIN ST	LIN JEFF P
118	1200 MAIN ST	SENDKER JAN
119	1200 MAIN ST	BALUCH HOLDINGS LLC

Z134-335(OTH)

10/31/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
120	1200 MAIN ST	RADFORD TRACI
121	1200 MAIN ST	ROMIG RANDALL
122	1200 MAIN ST	BRAUM EARL E JR
123	1200 MAIN ST	QUACH LINH
124	1200 MAIN ST	MORAIS JUSTIN
125	1200 MAIN ST	MATHEWS AMIT &
126	1200 MAIN ST	MCCANS WILLIAM
127	1200 MAIN ST	HOSID KEVIN M & PEGGY S
128	1200 MAIN ST	JUDAH JOHN K & BETTY JO
129	1200 MAIN ST	BARGANIER NORA D & MICHAEL G
130	1200 MAIN ST	MORENO KRISTINE M
131	1200 MAIN ST	BAKER ARIANNE &
132	1200 MAIN ST	LITTLE STERLING
133	1200 MAIN ST	LIN XIEQING
134	1200 MAIN ST	ASHON HASSEB &
135	1200 MAIN ST	WEBER DANIEL T & GAIL G
136	1200 MAIN ST	FUNG DAVID KARL & KATHY LEE FUNG
137	1200 MAIN ST	KHUNTIA ASHOK
138	1200 MAIN ST	LI LIETAO
139	1200 MAIN ST	TINSLEY GARY A
140	1200 MAIN ST	JC GOODMAN INVESTMENT GROUP INC
141	1200 MAIN ST	MICHULKA GEORGE &
142	1200 MAIN ST	BYRUM TADD A &
143	1200 MAIN ST	HUTCHINSON ANDREW F II
144	1200 MAIN ST	DAO BAO D
145	1200 MAIN ST	THOMAS MONA
146	1200 MAIN ST	BENTLEY BRIAN D
147	1200 MAIN ST	MURRAY RORY GALLAGHER
148	1200 MAIN ST	GREEN KAREN S
149	1200 MAIN ST	ZANDER GREG W
150	1200 MAIN ST	SALVANT WAYNE F &

Z134-335(OTH)

10/31/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
151	1200 MAIN ST	YATES RALPH & FAYE
152	1200 MAIN ST	HILL DANIEL &
153	1200 MAIN ST	HIBSID 1 LLC
154	1200 MAIN ST	TRIPP THOMAS
155	1200 MAIN ST	KOKES KEVIN K &
156	1200 MAIN ST	BOHAN STEPHANIE D
157	1200 MAIN ST	JAIN NEHA
158	1200 MAIN ST	METROPOLITAN 1510 LLC
159	1200 MAIN ST	BRYANT CHRIS
160	1200 MAIN ST	KHAN MOIN
161	1200 MAIN ST	KLAMM CYNTHIA B &
162	1200 MAIN ST	DAVIS STEPHEN J
163	1200 MAIN ST	COBB DONNA MARIE &
164	1200 MAIN ST	COWDEN PETER
165	1200 MAIN ST	NARAN ASHOK
166	1200 MAIN ST	LANCASTER PHILLIP & IRENE
167	1200 MAIN ST	
168	1200 MAIN ST	KOERBER ELLEN &
169	1200 MAIN ST	POLANCO PAUL
170	1200 MAIN ST	DAMANI ANIRUDH A
171	1200 MAIN ST	DOCKTER BRYAN
172	1200 MAIN ST	UNDERHILL JAMES S
173	1200 MAIN ST	SOLE GARY &
174	1200 MAIN ST	PATTERSON JEFF
175	1200 MAIN ST	STRINGER CHRISTOPHER & KATIE
176	1200 MAIN ST	STROTHMAN RHONDA K
177	1200 MAIN ST	REMPHREY BRYAN S
178	1200 MAIN ST	DANIEL SAM
179	1200 MAIN ST	BROWNELL SUSAN K &
180	1200 MAIN ST	ALVAREZ DAVID &
181	1200 MAIN ST	HOLLANDER KEVIN J & BETH A

10/31/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
182	1200 MAIN ST	AHUMADA MUCIO
183	1200 MAIN ST	LESTER MARY C
184	1200 MAIN ST	MOORE ARROYO AYSHA
185	1200 MAIN ST	FUENTE JOSE ANTONIO DE LA
186	1200 MAIN ST	MOORE ROBERT W
187	1200 MAIN ST	CHAFFIN LYNDAL A
188	1200 MAIN ST	HUMES EDUARDO
189	1200 MAIN ST	VIRANI ASIF
190	1200 MAIN ST	JACKSON JILL A
191	1200 MAIN ST	DIXON ADAM
192	1200 MAIN ST	BADMAND HOLDINGS LLC
193	1200 MAIN ST	CURE NANCY A & WILLIAM E
194	1200 MAIN ST	ABDULWAHAB MANNIE
195	1200 MAIN ST	LIN JAMES
196	1200 MAIN ST	TRAVELSTEAD GARY LYNN &
197	1200 MAIN ST	ZOLLER ROBERT W
198	1200 MAIN ST	HOWARD KENNETH ROBERT
199	1200 MAIN ST	KOERBER ELLEN &
200	1200 MAIN ST	RICHARDS GILL & ELIZABETH ANN
201	1200 MAIN ST	CWALINO PETER
202	1200 MAIN ST	NATHAL JULIO
203	1200 MAIN ST	SINGERMAN ALEXANDER
204	1200 MAIN ST	SLAUGHTER JUSTIN
205	1200 MAIN ST	POON PHILIP
206	1200 MAIN ST	BEATS JAMES & ANAMARIA
207	1200 MAIN ST	ROMERO ROBERT R &
208	1200 MAIN ST	HAYES MONIQUE C
209	1200 MAIN ST	RICHARDS GILL & ELIZABETH ANN
210	1200 MAIN ST	HAGLER TRENT L
211	1200 MAIN ST	REVELLE ANIEL W III & CAROL L
212	1200 MAIN ST	MUEHLENWEG ROBERT J & CHRISTINE

Z134-335(OTH)

10/31/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
213	1200 MAIN ST	OLTMAN GREGG
214	1200 MAIN ST	FERNANDEZ GUSTAVO A & DAGMAR SCHMAUTZ
215	1200 MAIN ST	CHANG LAWRENCE SHEYLUN
216	1200 MAIN ST	FARTHING DANIEL
217	1200 MAIN ST	FICKEL MATTHEW & MARY BETH
218	1200 MAIN ST	SHAFFNER GLORIA
219	1200 MAIN ST	GOLNABI ROSITA NINA & NEIMA
220	1200 MAIN ST	VALENTIS VENTURES LLC
221	1200 MAIN ST	HENSLEY DALLAS W & VIRGINIA K
222	1200 MAIN ST	MCCLAIN JONI L MD FAMILY TRUST
223	1200 MAIN ST	REVIS MARK
224	1200 MAIN ST	TARVER CHRISTOPHER T &
225	1200 MAIN ST	YING KEN W
226	1200 MAIN ST	HWANG HELEN
227	1200 MAIN ST	MOVVA SATYANARAYANA
228	1200 MAIN ST	SCHUMANN KEITH &
229	1200 MAIN ST	FOX JEFFREY L
230	1200 MAIN ST	BODLEY GABRIELLE
231	1200 MAIN ST	QUINN CRAIN A & NATALIE L
232	1200 MAIN ST	GATES MARTIN E II & JUDY M
233	1200 MAIN ST	DURRA OMAR
234	1200 MAIN ST	PHILLIPS DAVID G
235	1200 MAIN ST	WARREN BLAKE T &
236	1200 MAIN ST	MARKHOFF STEVEN
237	1200 MAIN ST	GRANT JASON A & MARIA
238	1200 MAIN ST	COOKSEY CHARLES N
239	1200 MAIN ST	CUNNINGHAM THOMAS G
240	1200 MAIN ST	POWERS A MARKS
241	1200 MAIN ST	ARNOLD NANCY E WEINTRAUB
242	1200 MAIN ST	BERMAN DANIEL
243	1200 MAIN ST	PERRI VINEYARDS & REAL ESTATE

Z134-335(OTH)

10/31/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
244	1200 MAIN ST	RANDOLPH HEATHER ELAINE &
245	1200 MAIN ST	LUDWIG CURTIS A
246	1200 MAIN ST	PATEL AMIR B
247	1200 MAIN ST	KNIPE LUTHER DASSON III
248	1200 MAIN ST	IPPOLITO ESTER
249	1200 MAIN ST	PATKOVIC MARIJANA
250	1200 MAIN ST	BASH DAMIEN
251	1200 MAIN ST	BOWENS BARRY C
252	1200 MAIN ST	KRIDER SUE E
253	1200 MAIN ST	SHIPP RONALD B
254	1200 MAIN ST	ENGRAM AARON
255	1200 MAIN ST	COX JOHN VERNON TR & GAY GAYLE TR
256	1200 MAIN ST	COX JOHN VERNON TR &
257	1200 MAIN ST	SMITH LAURA
258	1200 MAIN ST	BALUCH AMIR
259	1200 MAIN ST	ONU ADISA M
260	1200 MAIN ST	BIERI MATTHEW B & REBECCA
261	1200 MAIN ST	MAYORGA LUIS A
262	1200 MAIN ST	MUSABASIC MEMSUD
263	1200 MAIN ST	GILMAN ALEX
264	1200 MAIN ST	SLIGER STEPHEN H & GWENNY L
265	1200 MAIN ST	MOTGI GURU & SHASHI
266	1200 MAIN ST	MOTGI GURUBASAPPA V & SHASHI R MOTGI
267	1200 MAIN ST	SARDARABADI ABDOL M &
268	1200 MAIN ST	ACKER PARLEY E III
269	1200 MAIN ST	WATTS FAMILY TRUST
270	1200 MAIN ST	LIN XIA
271	1200 MAIN ST	TRAMMELL DUANE &
272	1200 MAIN ST	DUNCAN ROBERT J &
273	1200 MAIN ST	CORCORAN SHAWN M & CARRIE A
274	1200 MAIN ST	MAURER IAN S

Z134-335(OTH)

10/31/2014

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
275	1200 MAIN ST	MERCHANT REHAN I &
276	1200 MAIN ST	REAGANS KIMBERLY
277	1200 MAIN ST	KRISHNA SHAIENDRA &
278	1200 MAIN ST	PONZIO JOHN &
279	1200 MAIN ST	BARBADILLO OSCAR JR
280	1200 MAIN ST	DAVIS WALKER L
281	1200 MAIN ST	YATES RALPH A & FAYE
282	1200 MAIN ST	PERRI VINEYARDS &
283	1200 MAIN ST	GARCIA CASSANDRA
284	1200 MAIN ST	BARBATO CRISTINA COSTA
285	1200 MAIN ST	BOWLES NEAL A & CARLA D WATSON
286	1200 MAIN ST	LUFKIN ROGER W
287	1200 MAIN ST	WILKINSON EARL J
288	1200 MAIN ST	CALDWELL ROGER W & KIMBERLY S
289	1200 MAIN ST	BELGAUM LLC

ADDENDUM ITEM # 26

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 7
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 48 B

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an MU-1 Mixed Use District on property zoned an LO-1 Limited Office District on the west side of Dilido Road, south of John West Road

Recommendation of Staff and CPC: Approval
Z134-326(AF)

ACM: Ryan S. Evans

FILE NUMBER: Z134-326(AF) **DATE FILED:** September 4, 2014

LOCATION: On the west line Dilido Road, south of John West Road

COUNCIL DISTRICT: 7 **MAPSCO:** 48-B

SIZE OF REQUEST: Approx. 5.035 acres **CENSUS TRACT:** 122.11

REPRESENTATIVE: John Measels, John Thomas Engineering

APPLICANT: Tricura Consultants

OWNER: Manaloor A Et Al

REQUEST: An application for an MU-1 Mixed Used District on property zoned LO-1 Limited Office District.

SUMMARY: The intention of the applicant is to build a Nursing care and skilled nursing care facility (listed as “convalescent and nursing homes, hospice care, and related institutions” in the Zoning Code. However, it is important to note that all uses in MU-1 would be permitted. This district permits certain retail and residential uses.

CPC RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

1. *Performance impacts upon surrounding property* – The proposed use allows for the integration of a new use within an area without severely altering the overall development pattern nor the existing surrounding neighborhoods. The location of the site allows for development of a vacant lot that will serve as a buffer separating residential and more intense uses along with warehouse oriented uses.
2. *Traffic impact* – The proposed rezoning does not have direct access to a major thoroughfare and will have small impact on the existing street system due to the size of the parcel.
3. *Comprehensive Plan or Area Plan Conformance* – The requested land use change is currently in compliance with forwardDallas! Comprehensive Plan and the overall vision for the area that is depicted in the *2 Points to White Rock East Area Plan*. The forwardDallas! Comprehensive Plan depicts the subject site to be a part of the Residential Neighborhood Building Block development pattern. The *2 Points to White Rock East Area Plan* vision goes in detail depicting implementation strategies geared towards creating desirable single family residences, multi-family units in a safe environment, successful consumer-oriented business interspersed in mixed-use development, neighborhood parks, schools linked together in a system of attractive roadways, sidewalks, and trails.

Zoning History:

There has been no zoning activity in the vicinity of the request site.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Dilido Drive	Minor Arterial	62'
Lindburg Drive	Minor Arterial	50'

Land Use:

	Zoning	Land Use
Site	LO-1	Vacant Land
North	MU-1	Assisted and Independent Living
South	LI	Office
West	R-7.5(A)	Residential

East	LI	Warehouse
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Comprehensive Plan: The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request. The Plan identifies the request site as being in a transitional area between the Residential Neighborhood Building block and the Urban Neighborhood Building Block.

The Residential Neighborhood Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections. Neighborhood “pocket parks” provide open space for families. Individual lot size, front yard and side yard setbacks, garage orientation and scale of the home vary from neighborhood to neighborhood. These areas rely primarily on cars for access, although traffic on neighborhood streets is expected to be low. Cut through traffic or spill over from commercial areas will be strongly discouraged. While public transit may be available, typically it involves longer walks to bus stops or the need to drive to park and- ride facilities. Newly developed neighborhoods may provide better pedestrian access to community services through shorter block lengths, narrower streets, sidewalks and greenbelts with hike and bike trails and might also provide improved access to transit service. Public investment will focus on protecting quality of life by providing amenities such as parks, trails, road improvements and strong code enforcement.

The Urban Neighborhood Building Block represents predominately residential neighborhoods, but is distinguished from other neighborhoods by the wide variety of housing options they provide and easy access to public transit. Housing choices should include single-family detached dwellings, townhomes and low- to mid-rise condominiums or apartments. These neighborhoods will have concentrations of shops and offices along key corridors or at key intersections, providing important services and job opportunities within walking distance of residences. These areas may have mixed-use buildings with ground floor shops.

The MU-1 district is an appropriate zoning district given the location of this area. The code has inherently built-in regulations to maintain the character of the area given its proximity to lower-density residential to the west including a landscape buffer, limiting the height based upon residential proximity slope and a residential adjacency review that may include additional requirements prior to permitting. The applicant’s request is in compliance with the goals and policies in the forwardDallas! Comprehensive Plan.

Area Plan: In addition, the request site is located within the *2 Points to White Rock East Area Plan*’s boundaries. This area plan has 6 Strategic Opportunity Areas. Strategic Opportunity Area 2 is to the northeast of the site and Strategic Opportunity

Area 6 is to the southeast of the site. Strategic Opportunity Area 2 envisions “a vibrant mix of live, work, shop, and play activities to include higher density mixed use, office, and residential along a landscaped North Buckner Boulevard and near Chenault Street plus lower density storefronts facing on-street double row parking within the exterior of the site.” Strategic Opportunity Area 6 envisions regional employment activities transitioning from the urban, pedestrian-oriented developments north of Chenault Street to a slightly more auto-oriented character along IH 30. Allowing for an MU-1 zoning district between these two Strategic Opportunity Areas is an appropriate transition.

NEIGHBORHOODS ELEMENT

Policy 7.1.5 Provide public infrastructure to support neighborhoods.

7.1.5.2 Encourage neighborhood-serving office, retail, or other nonresidential uses to locate primarily on significant roads or at key intersections.

Policy 7.1.2 Promote neighborhood-development compatibility.

7.1.2.4 Ensure adjacent non-residential future development does not excessively negatively impact quality of life in existing neighborhoods with respect to incompatible land uses by creating excessive traffic, spillover parking, noise and/or intrusive lighting.

STAFF ANALYSIS:

Land Use Compatibility:

The request site is located on a currently vacant/undeveloped lot on the dividing line of residential and warehouse type uses. Although the land use is allowed by right, when a development is finally proposed, it will have to adhere to a Residential Adjacency Review. The RAR requirement is in place in order to preserve residential neighborhoods and minimize the development’s potential for negative impact upon surrounding land uses. Conducted by City of Dallas staff, the RAR looks at items of a development that include but not limited to percentage of building coverage, parking space requirements, proposed point of ingress/egress, fencing requirements, building type/orientation/size/height of light standards, etc. The RAR will serve as a tool for the city and the neighborhood to create a higher standard of development to help the area’s current revitalization efforts.

Development Standards:

<u>District</u>	Setbacks		Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing: LO	15'	20' adjacent to residential OTHER: No Min.	1.0	70'	80%	Development Impact Review (DIR) required if estimated trip greater than 6000 trips per day and 500 trips per acre per day	Office

<u>DISTRICT</u>	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
Proposed MU-1	Min. front yard is: 15'	20'	15 DUA if no mixed use	Max. structure height is: 90	80%	.3 parking spaces per bed	Moderate density retail, office and/or multifamily residential uses in combination on single or contiguous building sites

Landscaping: Any new development will have to comply with the landscaping requirements of Article X of the Dallas Development Code.

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and has determined that the proposed development will not have a negative impact on the surrounding street system.

CPC Action (November 20, 2014)

Z134-326(AF)

Planner: Aldo Fritz

Motion: It was moved to recommend **approval** of an MU-1 Mixed Use District on property zoned an LO-1 Limited Office District on the west side of Dilido Road, south of John West Road.

Maker: Bagley
Second: Abtahi
Result: Carried: 15 to 0

For: 15 - Anglin, Emmons, Rodgers, Culbreath, Shidid, Anantasomboon, Bagley, Lavallaisaa, Tarpley, Shellene, Schultz, Peadon, Murphy, Ridley, Abtahi

Against: 0
Absent: 0
Vacancy: 0

Notices: Area: 400 Mailed: 61
Replies: For: 1 Against: 10

Speakers: For: Ronnie Owens, 403 Alexandria Cr., South Lake, TX, 76092
Against: Cleveland Brown, 2812 Lindbergh Dr., Dallas, TX, 75228

Z134-326(AF)

Applicant: Tricure Consultants, LLC

- Troy Issac, Sole Owner

Representative: John Thomas Engineering

Partners/Principals/Officers:

A. Manaloor, Partner

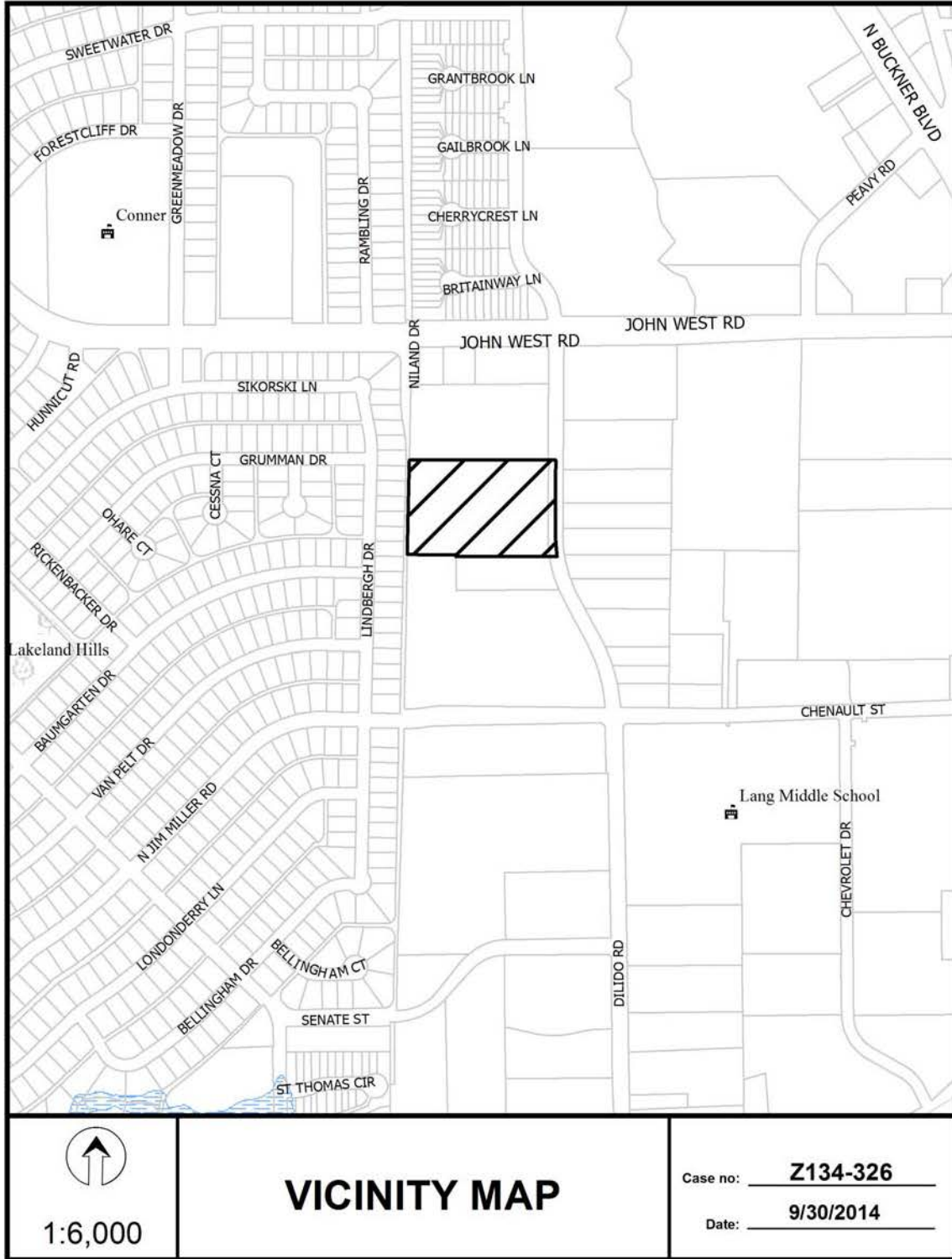
Abraham Thomas, Partner

Abraham Mathai, Partner

Varghese G Edathilvada, Partner

Owner:

Abraham Manaloor



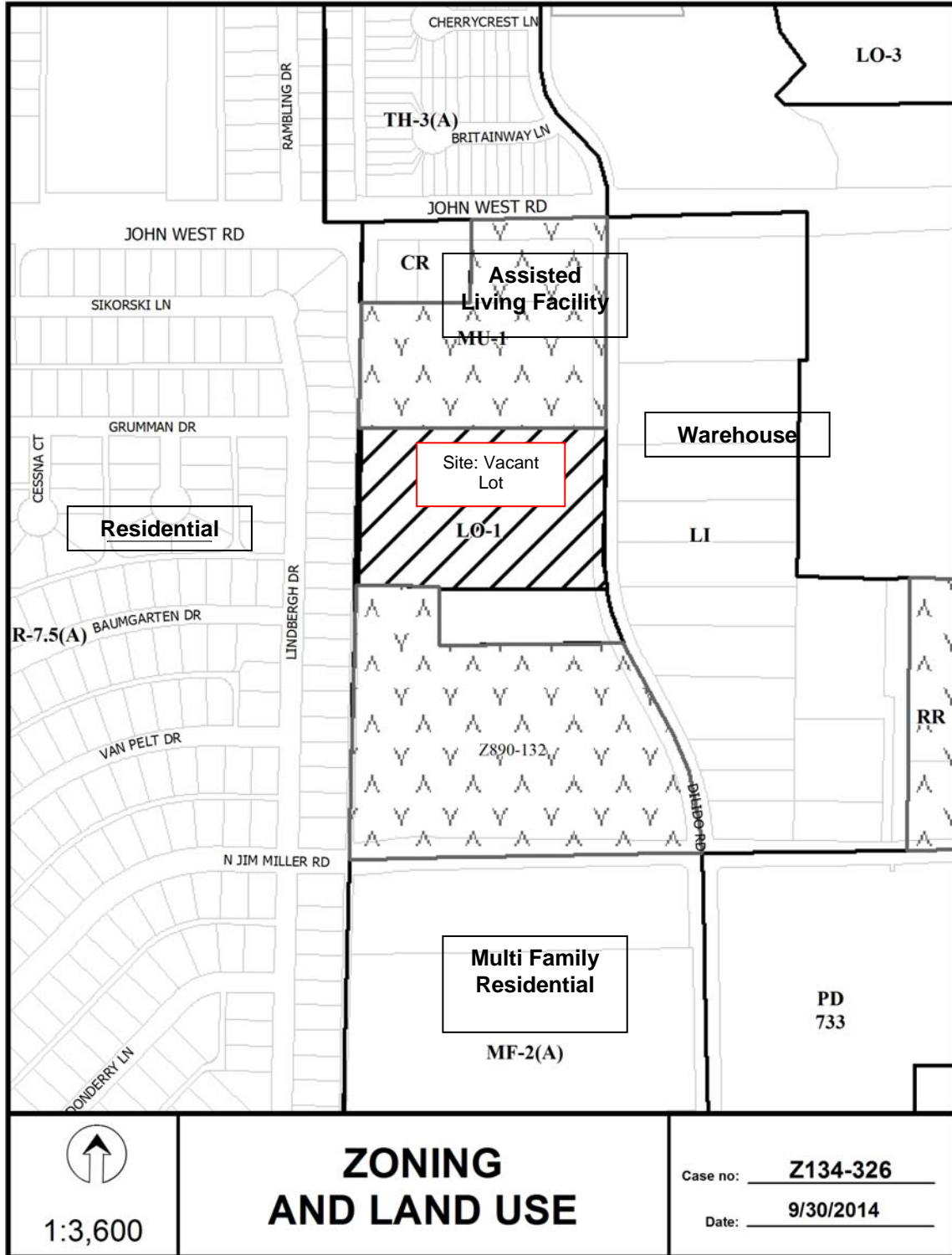


1:3,600

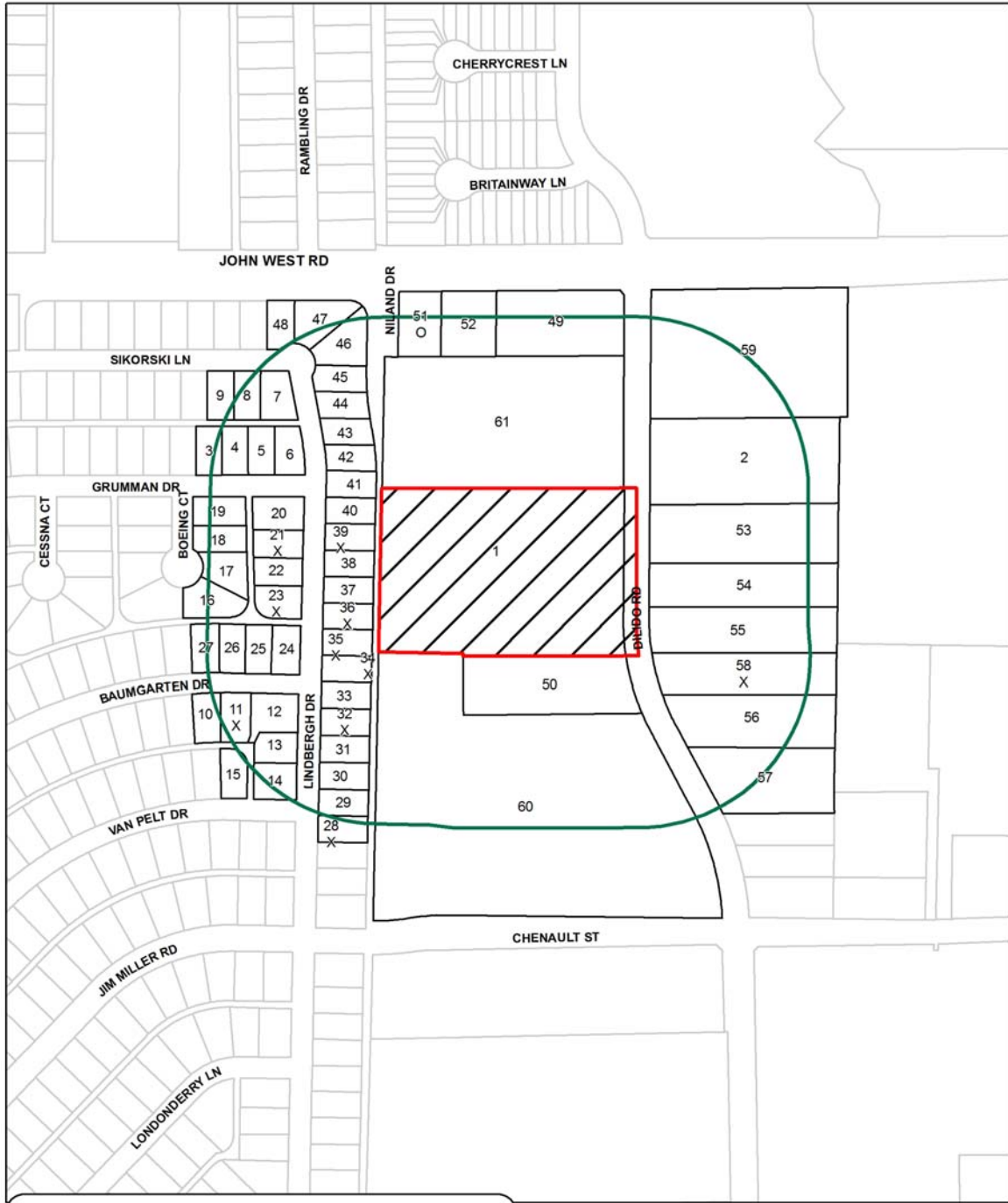
AERIAL MAP

Case no: Z134-326

Date: 9/30/2014



Retail



<u>61</u>	Property Owners Notified (61 parcels)
<u>1</u>	Replies in Favor (1 parcels)
<u>10</u>	Replies in Opposition (10 parcels)
<u>400'</u>	Area of Notification
<u>11/20/2014</u>	Date

Z134-326
CPC

N
W E
S
1:3,600

11/19/2014

Reply List of Property Owners**Z134-326****61 Property Owners Notified****1 Property Owners in Favor****10 Property Owners Opposed**

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	3309 DILIDO RD	MANALLOOR A ET AL
	2	3300 DILIDO RD	GERBER PROPERTIES LTD
	3	8615 GRUMMAN DR	HOLOMAN CATHERINE K
	4	8617 GRUMMAN DR	WALKER PERCY R II &
	5	8619 GRUMMAN DR	COLEMAN DORI OWENS
	6	8621 GRUMMAN DR	TARANGO ENRIQUE & ROSARIO
	7	8622 SIKORSKI LN	PALOMA LIBERTAD FINANCIAL SERVICES LLC
	8	8620 SIKORSKI LN	RICHARDS WARDELL H
	9	8618 SIKORSKI LN	OCHOA JULIOC & ANA
	10	8624 BAUMGARTEN DR	VARGHESE SARAMMA REVOCABLE TRUST
X	11	8626 BAUMGARTEN DR	TEMPLE EVELYN L
	12	2903 LINDBERGH DR	CASEY DORA E &
	13	2905 LINDBERGH DR	RODRIGUEZ FILEMON
	14	2907 LINDBERGH DR	GREEN ALBERT C
	15	8543 VAN PELT DR	BROWN JULIE ANN
	16	2808 BOEING CT	OLIVAS BALDEMAR &
	17	2806 BOEING CT	SOTO JOEL
	18	2804 BOEING CT	DEEN BEATRICE DRETZKA
	19	2802 BOEING CT	GONZALES ANITA M
	20	2801 LINDBERGH DR	BOTTOMLEY ANDREW D
X	21	2803 LINDBERGH DR	SPIVEY KIMBERLY
	22	2805 LINDBERGH DR	GONZALEZ JOSE H &
X	23	2807 LINDBERGH DR	BUENTIPO GEORGE R &
	24	8633 BAUMGARTEN DR	CLEMONS MARVELLA
	25	8631 BAUMGARTEN DR	SMITH OSCAR
	26	8629 BAUMGARTEN DR	HARRIS KARIN

11/19/2014

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	8627 BAUMGARTEN DR	ANDERSON DIANE M
X	28	3002 LINDBERGH DR	HOLMES PEGGIE EARL
	29	2910 LINDBERGH DR	ADAIR DOUGLAS A &
	30	2908 LINDBERGH DR	HERNANDEZ ALFREDO
	31	2906 LINDBERGH DR	VELAZQUEZ CARLOS
X	32	2904 LINDBERGH DR	BISHOP MERNA
	33	2902 LINDBERGH DR	RENTERIA ALEJANDRO G &
X	34	2814 LINDBERGH DR	VILLASANA CARMEN
X	35	2812 LINDBERGH DR	BROWN ANNETT S & CLEVELAND D
X	36	2810 LINDBERGH DR	MOORE JOHN D
	37	2808 LINDBERGH DR	VELAZQUEZ GUADALUPE &
	38	2806 LINDBERGH DR	THOMPSON DARRYL A & SHERRY D
X	39	2804 LINDBERGH DR	MATTHEWS JOHN L &
	40	2802 LINDBERGH DR	LOPEZ RAFAEL CRUZ & MARIA G
	41	2712 LINDBERGH DR	NUNEZ RUDOLPHO & TINA F
	42	2710 LINDBERGH DR	MATHEW ALEX & SARAMMA REVOCABLE LIVING TRUST
	43	2708 LINDBERGH DR	PEREZ XAVIER & MARIBEL
	44	2706 LINDBERGH DR	HILLIARD WANDRA A
	45	2704 LINDBERGH DR	ALAMO SANTOS & ALEJANDRA
	46	2702 LINDBERGH DR	AGUILAR SALVADOR & PILAR
	47	8625 SIKORSKI LN	ALLEN MEL JOHNNIE
	48	8623 SIKORSKI LN	MITCHELL LINDA
	49	1500 JOHN WEST RD	HILLVIEW HEALTH HOLDINGS LLC
	50	3435 DILIDO RD	TIME WARNER CABLE OF
O	51	1516 JOHN WEST RD	OK SUN BAGGETT
	52	1518 JOHN WEST RD	HENDERSON SHERANDA
	53	3320 DILIDO RD	DILIDO SVC CTR I LLC
	54	3324 DILIDO RD	DILIDO SVC CTR I LLC

Z134-326(AF)

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	55	3412 DILIDO RD	CRANE R R & ASSOC INC
	56	3424 DILIDO RD	PAULISSEN PHILIP R &
	57	3434 DILIDO RD	ALL STAR SPECIALISTS CO
X	58	3420 DILIDO RD	ACI ABLE CONSTRUCTION INC
	59	1616 JOHN WEST RD	GERBER PROPERTIES LTD
	60	1565 CHENAULT ST	TIME WARNER CABLE TEXAS LLC
	61	3305 DILIDO RD	HILLVIEW HEALTH HOLDINGS LLC

ADDENDUM ITEM # 27

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 6
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 33 T

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District and an ordinance granting a Specific Use Permit for an auto auction on property zoned an IR Industrial Research District, generally on the southwest line of John Carpenter Freeway, southeast of Metromedia Place

Recommendation of Staff and CPC: Approval of a CS Commercial Service District, and approval of a Specific Use Permit for a five-year period, subject to a site plan and conditions

Z145-102(CG)

ACM: Ryan S. Evans

FILE NUMBER: Z145-102(CG) **DATE FILED:** October 6, 2014
LOCATION: Southwest line of John Carpenter Freeway, southeast of
Metromedia Place
COUNCIL DISTRICT: 6 **MAPSCO:** 33-T
SIZE OF REQUEST: ± 2.96 acres **CENSUS TRACT:** 100.0

OWNER: Four Seven Carpenter Partners, LTD

APPLICANT/REPRESENTATIVE: dba Crash Toys

REQUEST: An application for a CS Commercial Service District and a Specific Use Permit for an auto auction on property zoned an IR Industrial Research District.

SUMMARY: The site will be utilized by a wholesale, distribution, and warehouse use [Crash Toys]. Use of the site will be for the auction and remarketing of insurance damaged and used vehicles. No dismantling, crushing or sale of used parts would be conducted on site. The subject site will serve as the local office and operations center. The existing ±31,318-square-foot facility lies on a ±2.96-acre site that is currently vacant.

CPC RECOMMENDATION: Approval of a CS Commercial Service District and approval of a Specific Use Permit for an auto auction for a five-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval of a CS Commercial Service District and approval of a Specific Use Permit for an auto auction for a five-year period, subject to a site plan and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommends approval of the CS based upon:

1. *Performance impacts upon surrounding property* – The requested zoning district represents a reduction of certain permitted industrial uses, while the requested auto auction possesses similar operational aspects as that of a warehouse and distribution type use.
2. *Traffic impact* – Trip generations are not expected to increase over levels normally generated by the proposed auto auction use due to its operation being predominately on-line.
3. *Comprehensive Plan or Area Plan Conformance* – The request is in compliance with the designated Industrial Areas Building Block.

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The proposed auto auction will be compatible with adjacent land uses that are predominately comprised of industrial, warehouse and office uses. A condition to exclude the outdoor storage of inoperable vehicles has been added to ensure the continued compatibility.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The proposed use neither deters nor enhances the welfare of adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – The proposed use is consistent with industrial related uses and will not be a detriment to the area.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The request will utilize existing improvements on the property with no additional development/infrastructure required to support the use. No variances or special exceptions are requested.

Surrounding Zoning History:

1. Z112-314(RB) On April 10, 2013, City Council approved Planned Development District No. 881 Industrial (inside) potentially incompatible use limited to metal refining and IR Industrial Research District Uses.

Thoroughfares/Streets:

<u>Thoroughfare/Street</u>	<u>Existing & Proposed ROW</u>
John Carpenter Freeway	State Highway; 250 feet
Metromedia Place	Minor Arterial; 60' ROW

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the requested zoning change as well as the operational aspects associated with an auto auction and determined that the proposed development will not significantly impact the street system.

Surrounding Land Uses:

	Zoning	Land Use
Site	IR	Vacant structure
North	MU-3, SUP 1517 & SUP 1276	Commercial & industrial
South	IR	Commercial & industrial
East	IR	Commercial & industrial
West	PDD No. 881, IR	Commercial & industrial

Comprehensive Plan:

The request site is located in an area considered an Industrial Area Building Block. Industrial Areas, which offer important employment opportunities, occupy large areas of land and usually are near major roads and heavy rail lines. Evolving technology and the need for freight movement through Dallas to the rest of the country and internationally means this sector can offer good opportunities for jobs. Logistics and warehousing, a growing industry with strong potential for upward mobility of skilled workers, would thrive in such areas. Examples include Southport and the Agile Port, parts of West Dallas along I-30, and the Stemmons industrial area. These areas include a mix of low- and medium-density industrial buildings and industrial yards and have large surface parking for cars and trucks. Industrial Areas rely on quality road access and may be linked to rail for freight purposes. Street lanes are wide and intersections are large. Transit, sidewalks and other pedestrian improvements are limited.

LAND USE ELEMENT

GOAL 1.2 Promote desired development.

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

Land Use Compatibility:

The existing IR Industrial Research District is intended to provide for research and development, light industrial, office, and supporting commercial uses in an industrial research park setting. This district is not intended to be located in areas of low and medium density residential development. The proposed Commercial Service District is intended to provide for the development of commercial and business serving uses that may involve outside storage, service, or display. This district is not intended to be located in areas of low and medium density residential development.

The predominant land use in the immediate area consists of commercial, inside industrial and warehouse uses. An abandoned section of railroad right-of-way abuts the subject site at its southern property line. The proposed wholesale, distribution, and warehouse use is considered compatible with the adjacent uses and the surrounding area but is not permitted in the IR Industrial Research District. While this use is not permitted by the underlying IR District, it is permitted by SUP in a CS Commercial Service District.

As a result of this analysis, staff supports the request, subject to the attached site plan and conditions.

Off-Street Parking: The wholesale, distribution, and warehouse use requires one off-street parking space per 500 square feet of site area exclusive of parking area.

Landscaping: Landscaping on the site will be subject to the requirement under Article X. However, additional landscaping will not be required since the site will remain in its current configuration. No additional construction or paving is proposed.

Development Standards:

District	Setbacks		Density/ FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing IR Industrial Research	15'	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	200' 15 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail
Proposed CS Commercial Service	15' 0' on minor	20' adjacent to residential OTHER: No Min.	0.75 FAR overall 0.5 office/ lodging/ retail combined	45' 3 stories	80%	Proximity Slope Visual Intrusion	Commercial & business service, supporting retail & personal service & office

CPC Minutes – November 20, 2014

Z145-102(CG)

Planner: Carrie Gordon

Motion: It was moved to recommend **approval** of a CS Commercial Service District and **approval** of a Specific Use Permit an auto auction for a five-year period, subject to a site plan and revised conditions on property zoned an IR Industrial Research District, generally on the southwest line of John Carpenter Freeway, southeast of Metromedia Place.

Maker: Anantasomboon
Second: Shidid
Result: Carried: 15 to 0

For: 15 - Anglin, Emmons, Rodgers, Culbreath, Shidid,
Anantasomboon, Bagley, Lavallaisaa*,
Tarpley, Shellene, Schultz, Peadon, Murphy,
Ridley, Abtahi

Against: 0
Absent: 0
Vacancy: 0

*out of the room, shown voting in favor

Notices: Area: 300 Mailed: 12
Replies: For: 0 Against: 0

Speakers: For: John Reed, 14185 Dallas Parkway, Dallas, TX, 75254
Against: None

LIST OF OFFICERS

Owner: Four Sevens Carpenter Partners, Ltd.

Officers: Brian Rathe, President

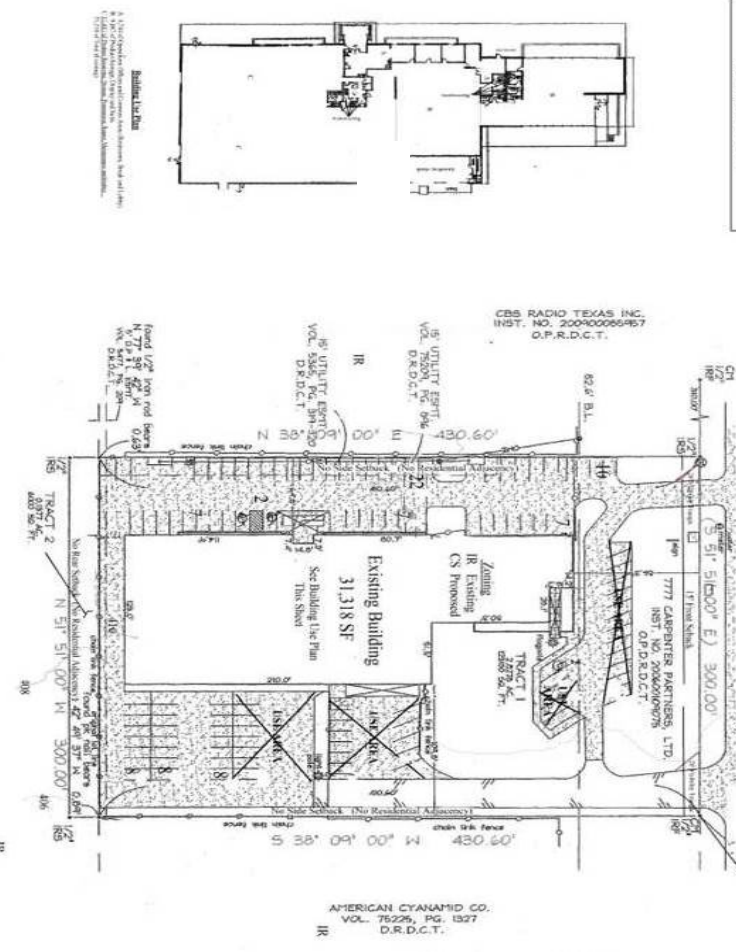
Applicant: Crashed Toys dba
Dallas Copart Salvage Auto Auctions Limited Partnership

Officers: Paul Styer, Secretary

PROPOSED SUP CONDITIONS

1. USE: The only use authorized by this specific use permit is an auto auction.
2. SITE PLAN: Use and development of the Property and landscaping must comply with the attached site plans.
3. TIME LIMIT: This specific use permit expires on (five years from the passage of the ordinance).
4. FLOOR AREA: The maximum floor area is 31,318 square feet in the location shown on the attached site plan.
5. INOPERABLE VEHICLES: Inoperable vehicles may not be stored or displayed outdoors.
6. HOURS OF OPERATION: The auto auction use may only operate between 7:00 a.m. to 9:00 p.m., Monday through Saturday.
7. OPERATIONS. Any mechanical or maintenance work on equipment or vehicles must be performed within a structure.
8. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
9. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN



JOHN CARPENTER FRWY.
(VARIABLE WIDTH R.O.M.)
Service Road (One Way →)

Zone	Setbacks
Distrt	Front Side Rear
Existing	15'
IR	30' w/ Residential Adjacency
Industrial Research	of Other
Proposed	15'
CS Commercial Service	30' w/ Residential Adjacency of Other

Permits Requirements, Set Backs, Required, Provided, IR, Res, IR Provided

Building with SIF Use	1118	1300	61	61	2	3
Site with SIF Use	12,000	1,500	24	24	1	0
	43,118	1,500	87	87	3	3

129,180 of Site Area
99,755 of Impervious Surface
Note: Site Landscaping intended to meet Arroyo Landscaping Requirements

LEGEND OF ABBREVIATIONS AND SYMBOLS

EDGE GROUP PARTNERS, LTD.
INST. NO. 2000000772
D.R.D.C.T.

IR

UTILITY

EXISTING BUILDING

PROPOSED BUILDING

EXISTING DRIVE

PROPOSED DRIVE

EXISTING SIDEWALK

PROPOSED SIDEWALK

EXISTING PAVEMENT

PROPOSED PAVEMENT

EXISTING CURB

PROPOSED CURB

EXISTING FENCE

PROPOSED FENCE

EXISTING SIGN

PROPOSED SIGN

EXISTING LIGHT

PROPOSED LIGHT

EXISTING TREE

PROPOSED TREE

EXISTING PLANT

PROPOSED PLANT

EXISTING UTILITY

PROPOSED UTILITY

EXISTING EASEMENT

PROPOSED EASEMENT

EXISTING RIGHT-OF-WAY

PROPOSED RIGHT-OF-WAY

EXISTING PROPERTY LINE

PROPOSED PROPERTY LINE

EXISTING SURVEY

PROPOSED SURVEY

EXISTING RECORD

PROPOSED RECORD

EXISTING ASSESSMENT

PROPOSED ASSESSMENT

EXISTING TAX MAP

PROPOSED TAX MAP

EXISTING ZONING

PROPOSED ZONING

EXISTING DISTRICT

PROPOSED DISTRICT

EXISTING CITY

PROPOSED CITY

EXISTING COUNTY

PROPOSED COUNTY

EXISTING STATE

PROPOSED STATE

EXISTING FEDERAL

PROPOSED FEDERAL

EXISTING INTERNATIONAL

PROPOSED INTERNATIONAL

EXISTING OTHER

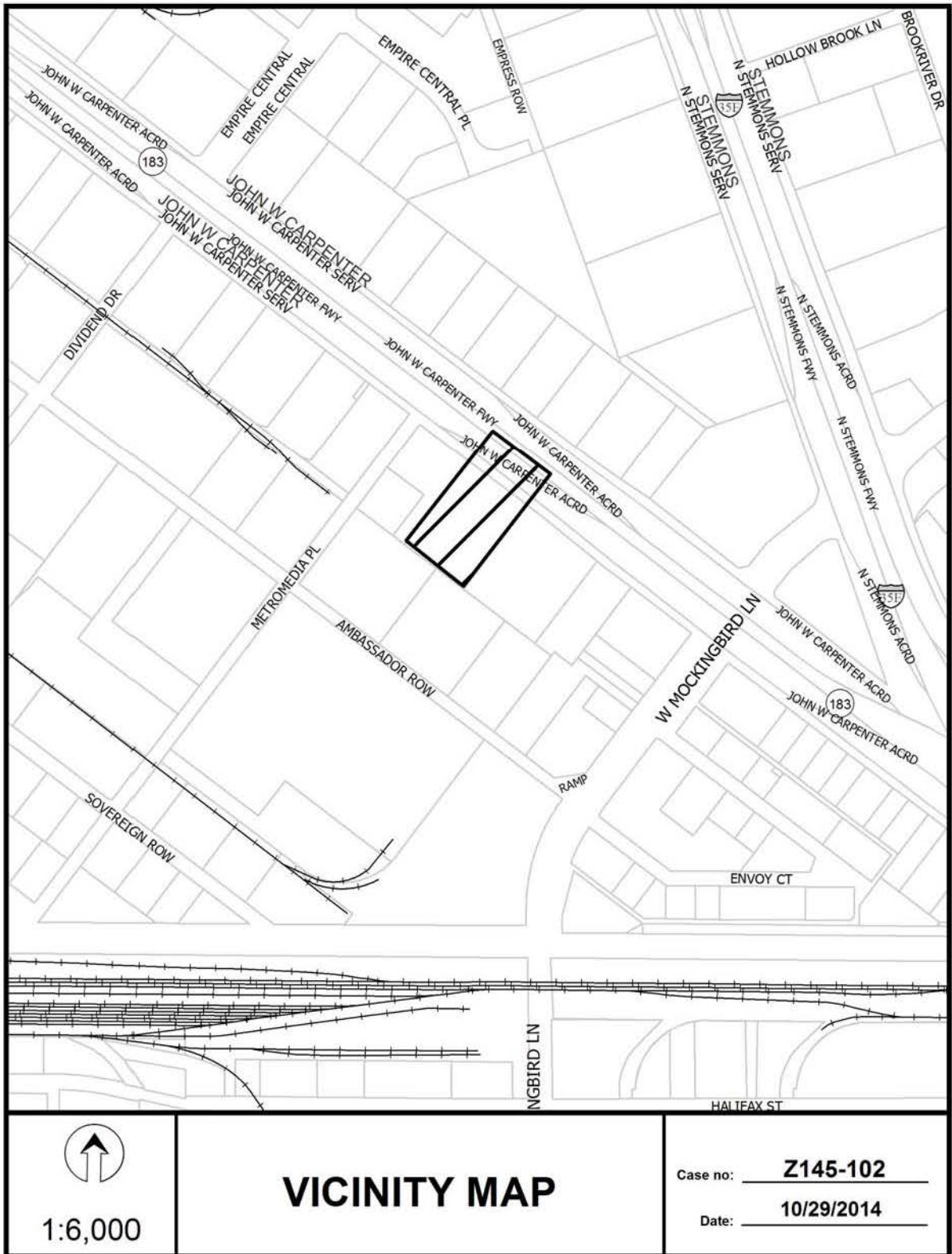
PROPOSED OTHER

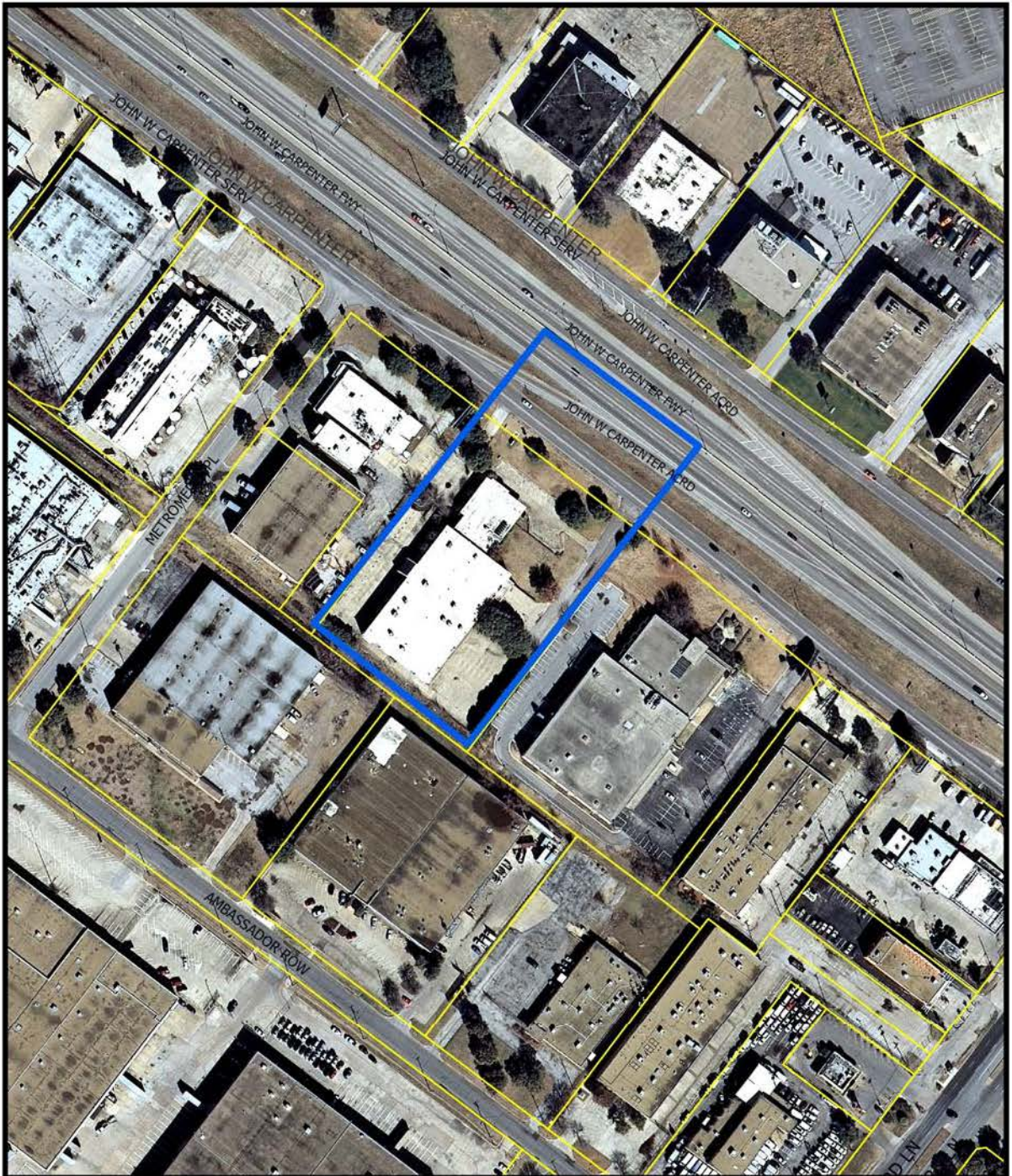
Site Plan
CrashedToys
7777 John Carpenter Freeway
Dallas, Texas

Z - 145 - 102

Date: 10/01/2014 BR
Rev: 11/13/14





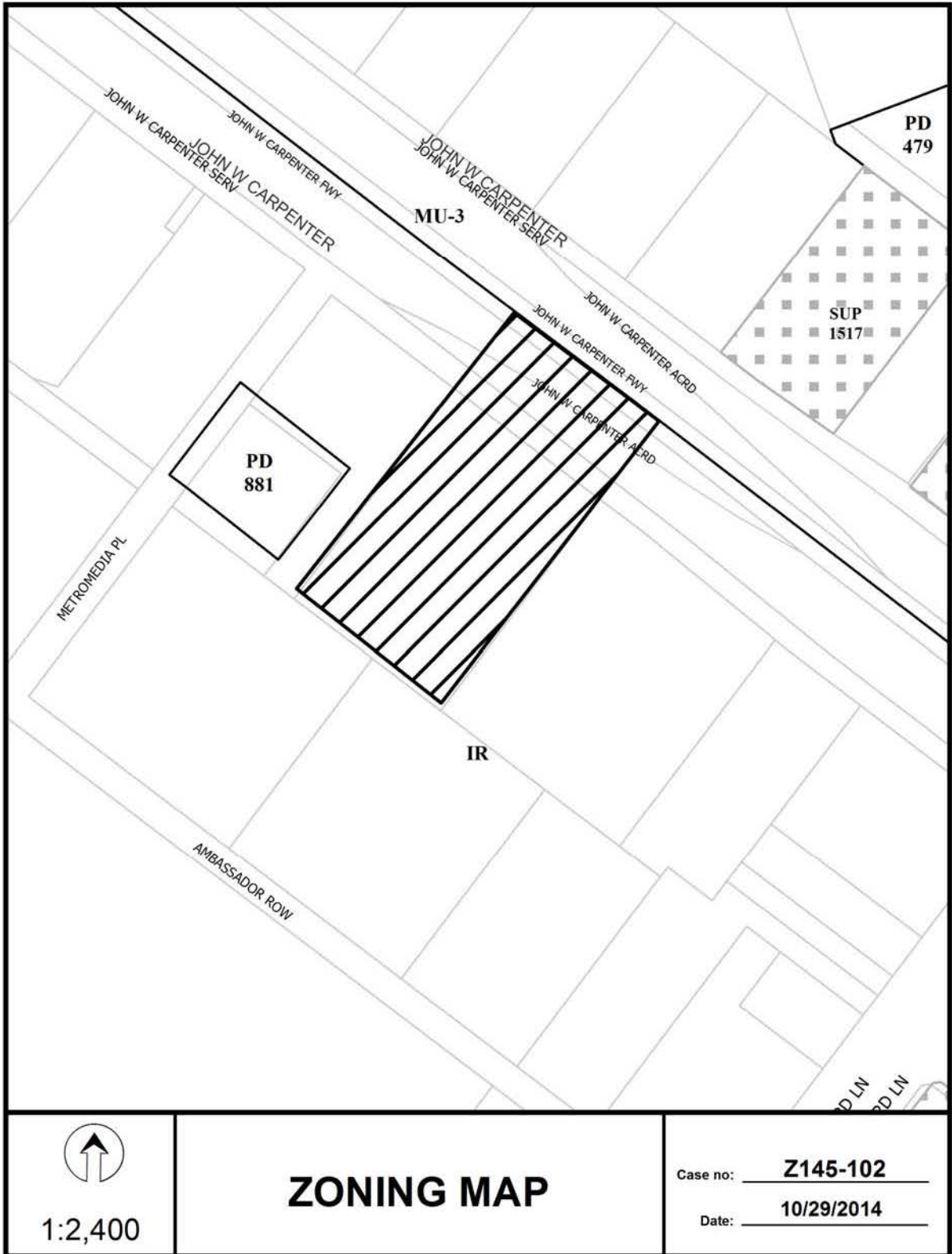


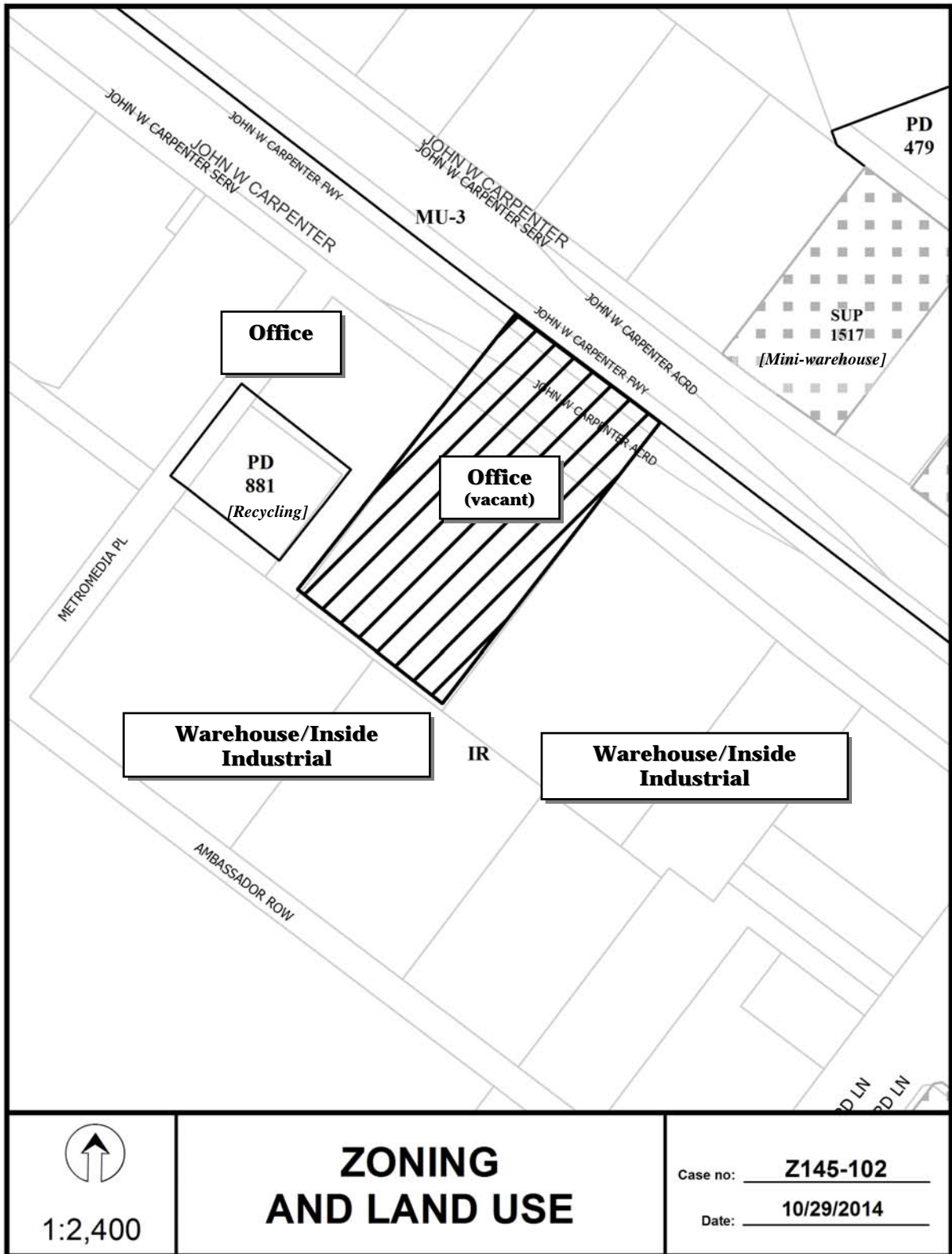
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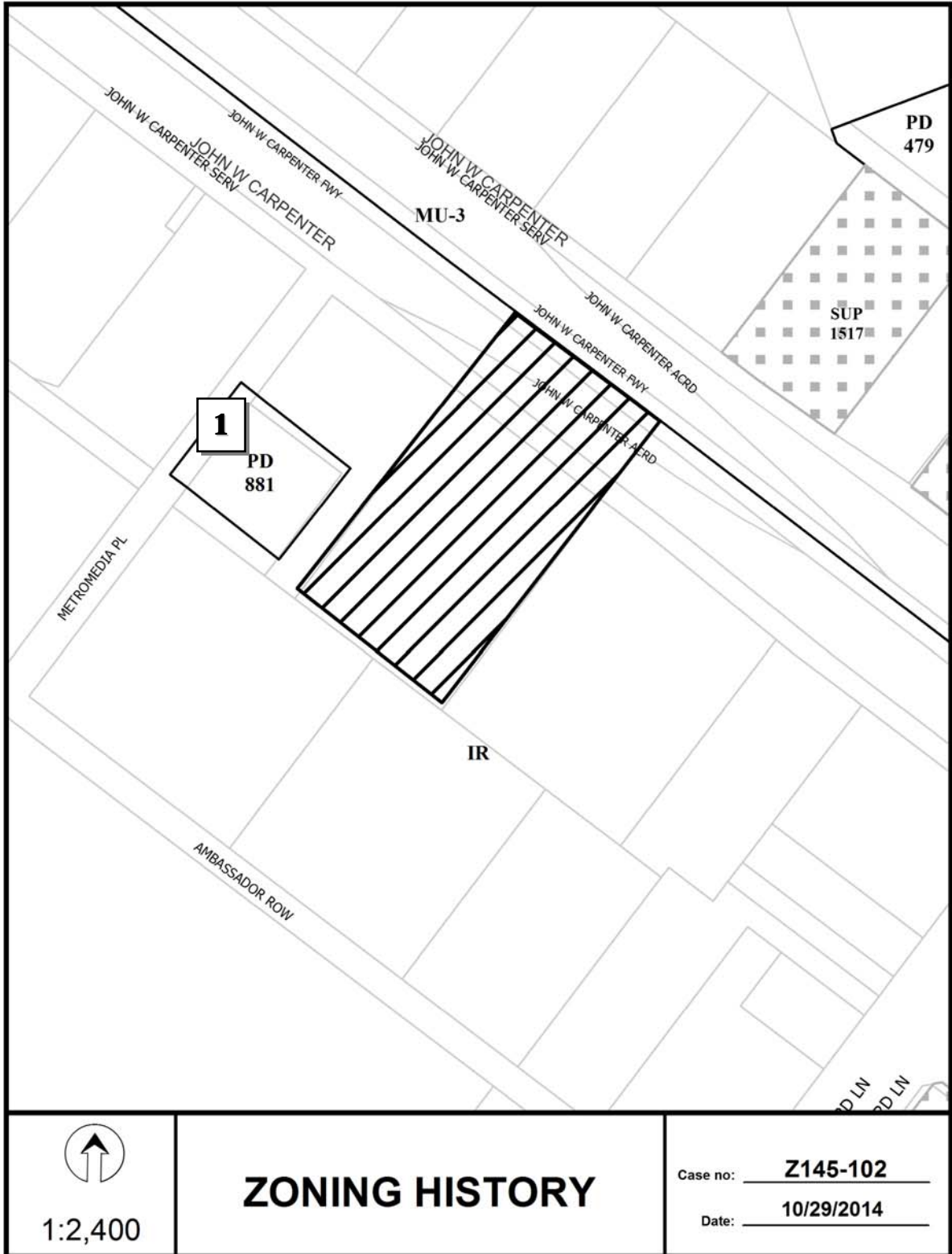
AERIAL MAP

Case no: Z145-102

Date: 10/29/2014









<u>12</u>	Property Owners Notified (12 parcels)
<u>0</u>	Replies in Favor (0 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>300'</u>	Area of Notification
<u>11/20/2014</u>	Date

Z145-102
CPC



1:2,400

11/19/2014

Reply List of Property Owners

Z145-102

12 Property Owners Notified

0 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	7901	JOHN W CARPENTER FWY	CBS RADIO TX INC
2	7777	JOHN W CARPENTER FWY	FOUR SEVENS CARPENTER
3	7900	JOHN W CARPENTER FWY	RIVERFRONT PROPERTIES LP
4	7506	JOHN W CARPENTER FWY	RCI HOLDINGS INC
5	7700	JOHN W CARPENTER FWY	UNIVISION RADIO BROADCASTING TEXAS LP
6	7800	JOHN W CARPENTER FWY	TRIPLE NET POWERSPORTS LP
7	7600	JOHN W CARPENTER FWY	SIMI III LLC
8	7900	AMBASSADOR ROW	ESOR GROUP PARTNERS LTD
9	7500	AMBASSADOR ROW	MICROPROPERTIES SIX LLC
10	7600	AMBASSADOR ROW	SAF SALES INC
11	7611	JOHN W CARPENTER FWY	AMERICAN CYANAMID CO
12	1050	METRO MEDIA PL	ARA REFINING LLC

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): All
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: All

SUBJECT

An ordinance correcting Chapter 51A, Dallas Development Code: Ordinance No. 19455, of the Dallas City Code, as amended, by correcting Sections 51A-4.203, "Industrial Uses," 51A-7.308 "Digital Display on Certain Detached Non-Premise Signs, 51A-7.1601.1, "Designation of Sign Subdistricts," 51A-7.1608, "Special Provisions for the Market Center Sign Subdistrict," and 51A-12.204, "Operations" - Financing: No cost consideration to the City

BACKGROUND

During review of Chapter 51A, staff discovered minor errors in several sections.

The corrections include (1) clarifying language by removing an extraneous word in the regulations for measuring spacing for protected uses; (2) correcting sunset date from August 21, 2016, to August 31, 2015; ~~(3)~~ clarifying language by adding a word that was inadvertently omitted in the described boundaries; ~~(4)~~ correcting a typo in the regulations for district identification signs; and (5) clarifying language by removing an extraneous word in the height regulations for noise reduction blankets.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: December 10, 2014

COUNCIL DISTRICT(S): 2, 6, 7, 10, 11, 14

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 4 Z; 5 W; 28 S; 35 R; 36 W; 44 P, T; 45 D, G, H, L, M, R; 46 A, E, J, K, N, P

SUBJECT

An ordinance correcting Chapter 51P, Dallas Development Code: Planned Development District Regulations, of the Dallas City Code, as amended by correcting **(1)** Planned Development Subdistrict No. 71 within Planned Development District No. 193, the Oak Lawn Special Purpose District; **(2)** Planned Development District No. 269, the Deep Ellum/Near East Side District; **(3)** Planned Development 298, the Bryan Area Special Purpose District; **(4)** Planned Development District No. 878; **(5)** Planned Development District No. 914; ~~and~~ **(6)** Planned Development District No. 922; and **(7)** Planned Development District No. 888 - Financing: No cost consideration to the City

BACKGROUND

During a review of Chapter 51P, staff determined that certain typographic and minor errors to certain sections occurred when the ordinances were codified.

The corrections include: (1) clarifying language in the list of commercial uses in Planned Development Subdistrict No. 71 within Planned Development District No. 193, the Oak Lawn Special Purpose District; (2) correcting a typographic error in the scale for determining the points awarded for the percentage of front façade openings in Planned Development No. 269, Deep Ellum/Near East Side District; (3) correcting a reference regarding points for street trees in Planned Development District 298, the Bryan Area Special Purpose District; (4) clarifying language in the yard, lot, and space regulations regarding the maximum floor area for non-residential uses in Planned Development District No. 878; (5) clarifying language in the yard, lot, and space regulations regarding maximum number of stories for a parking structures in Planned Development District No. 914; ~~and~~ (6) attaching Exhibit 922A, "Development Plan," Exhibit 922B, "Existing Site Topography Survey," and Exhibit 922C, "Finished Grade Section Plan" that were inadvertently missing from Planned Development District No. 922; and (7) correcting an allowed land use name from private recreation facility to private recreation center, club, or area and the number of stories allowed from two to no maximum stories.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

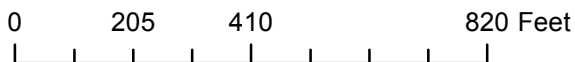
No cost consideration to the City.

MAPS

Attached

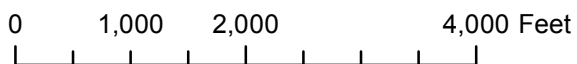


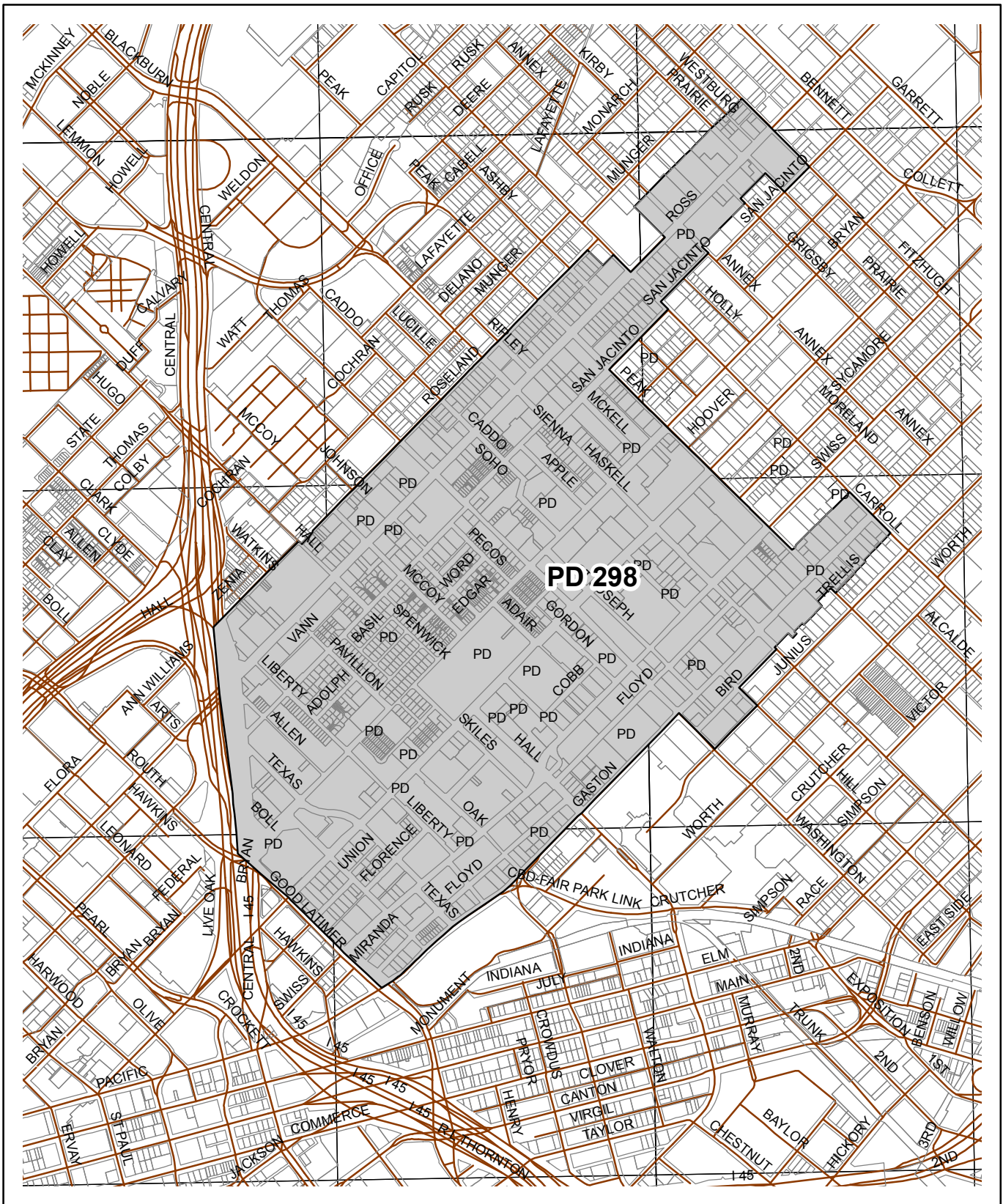
Planned Development Subdistrict No. 71



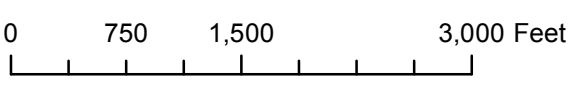


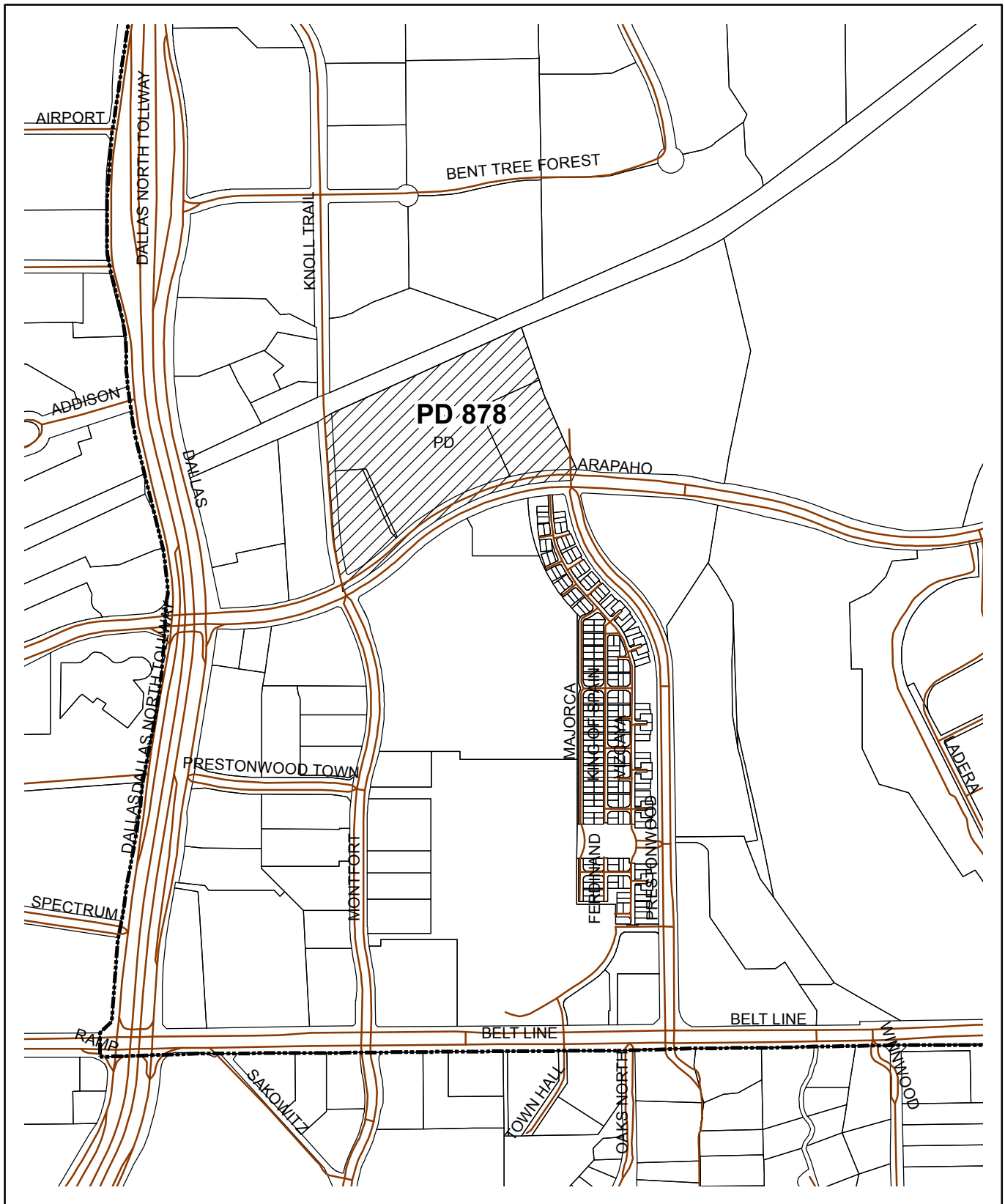
Planned Development District No. 269



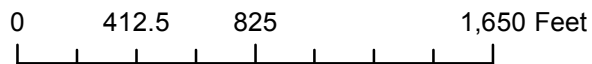


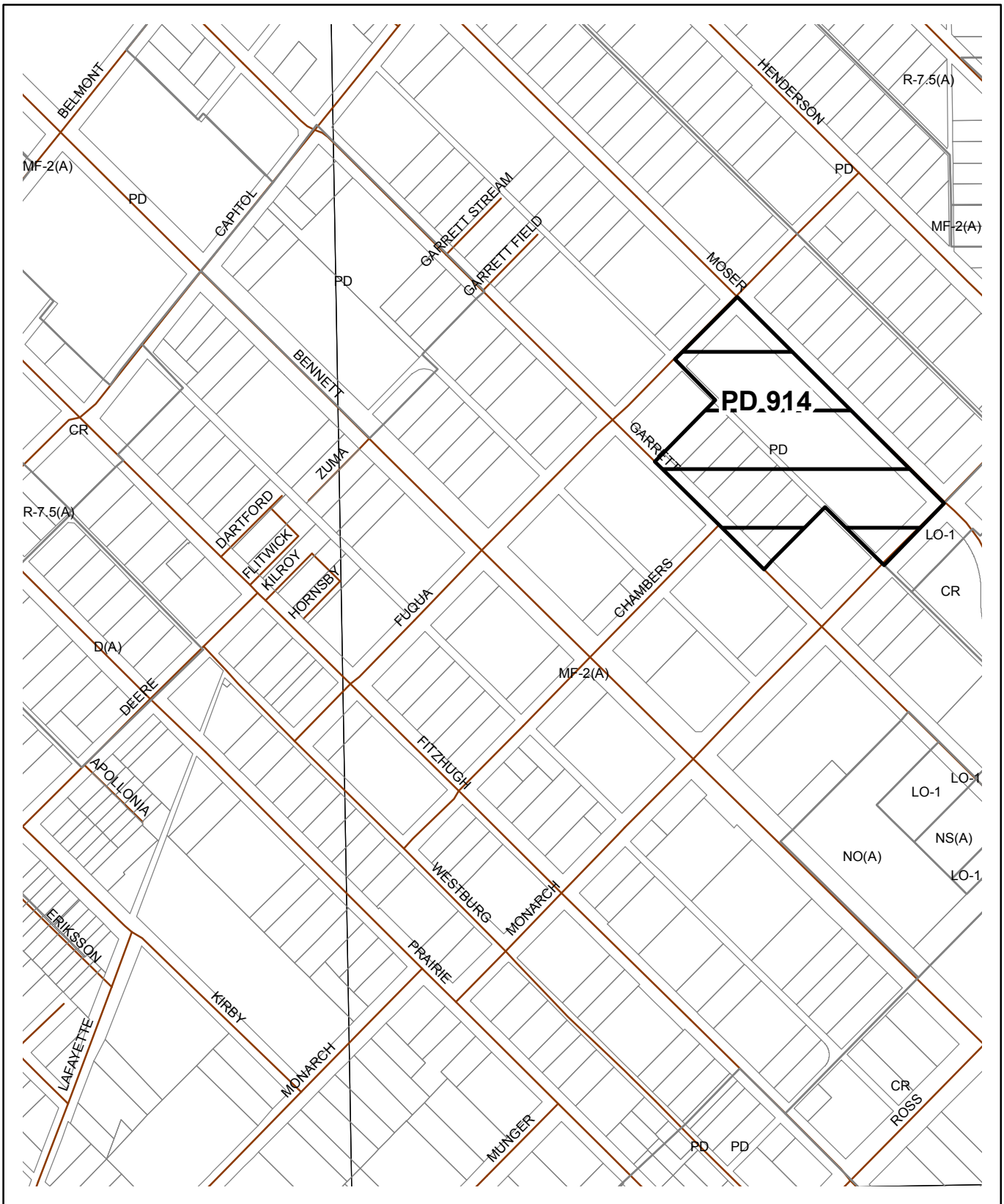
Planned Development District No. 298



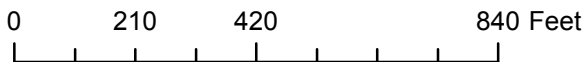


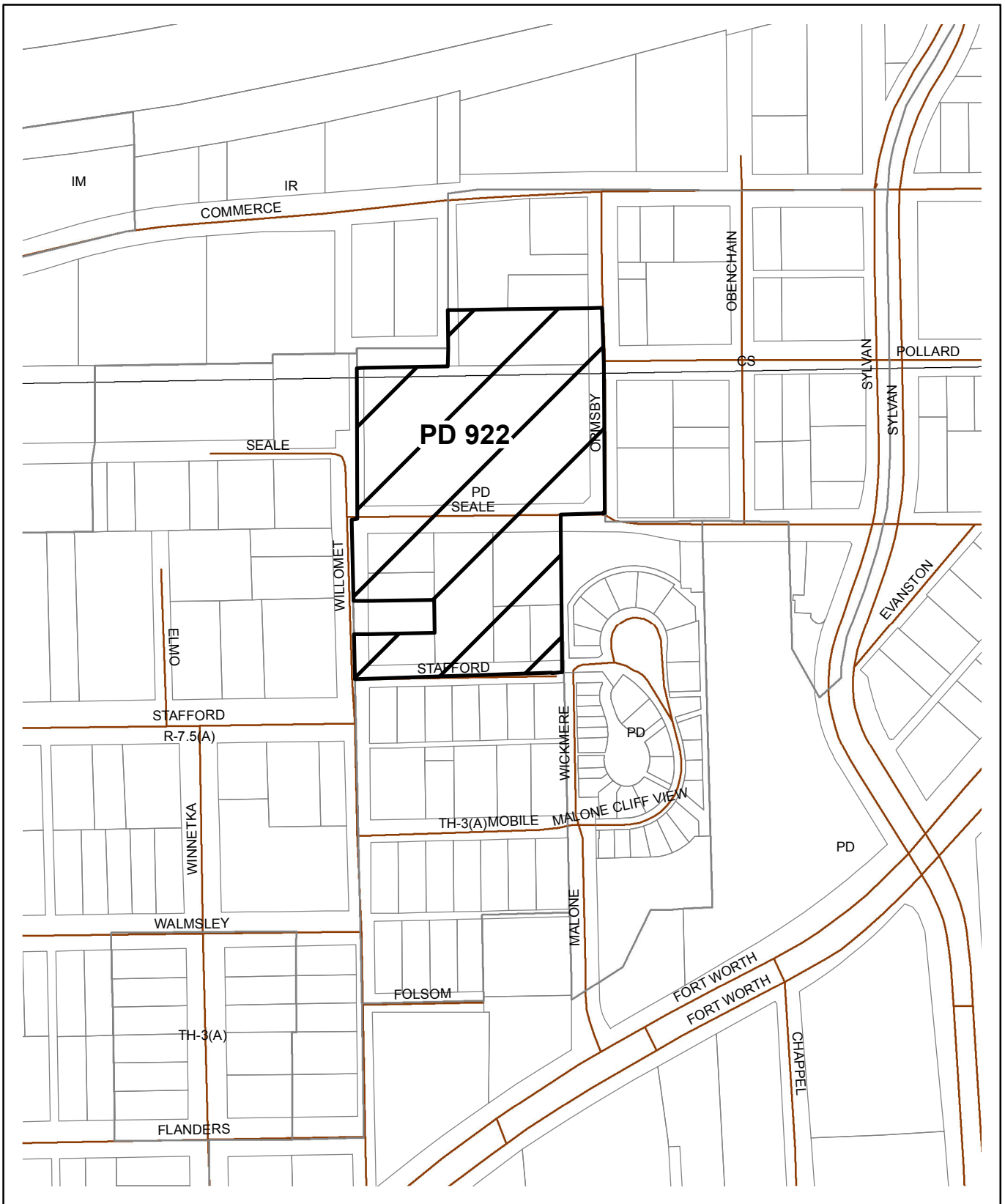
Planned Development District No. 878



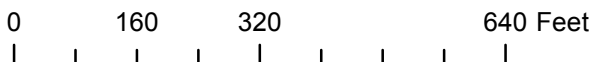


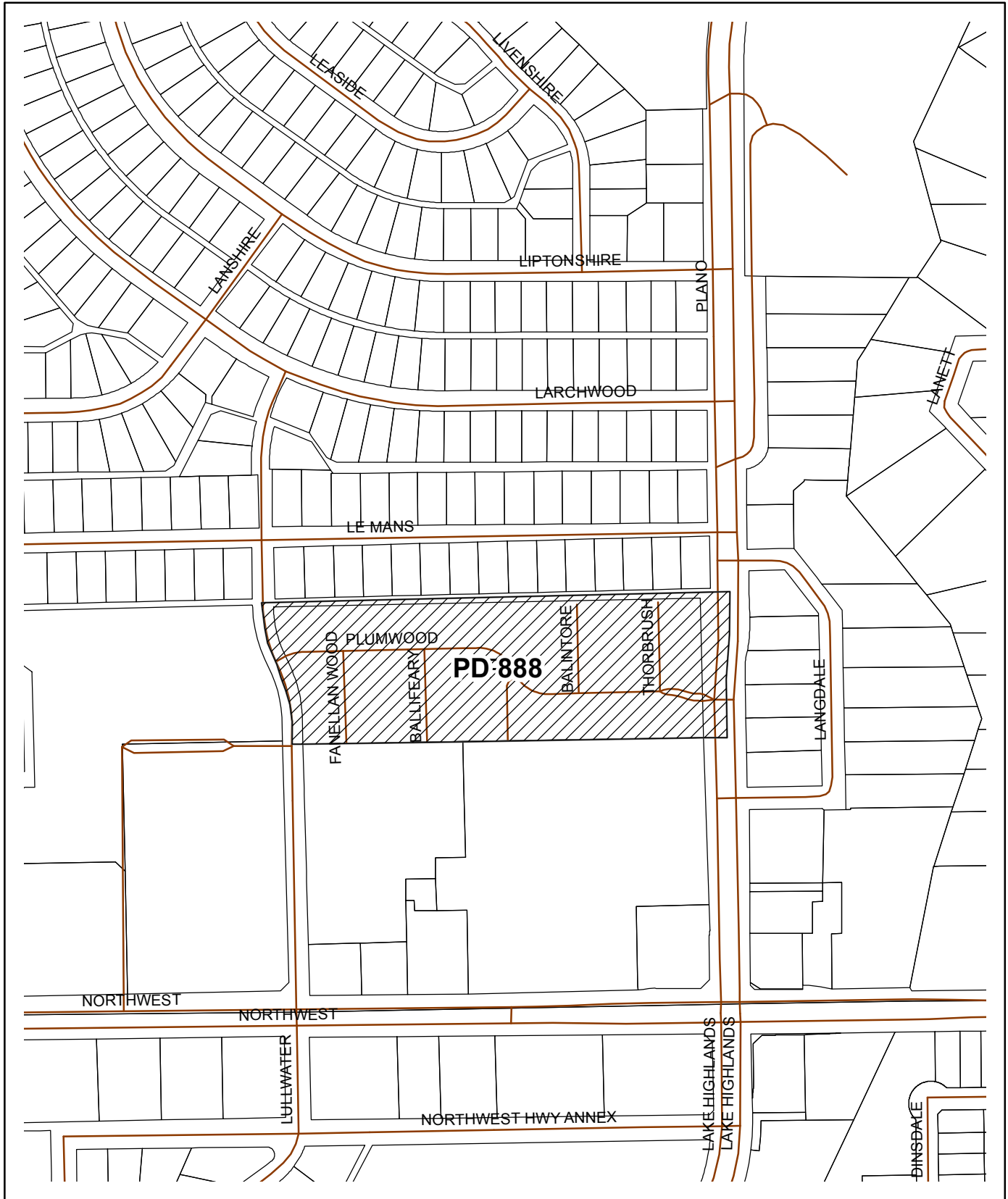
Planned Development District No. 914



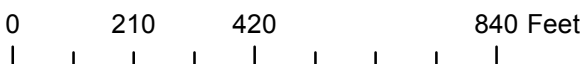


Planned Development District No. 922





Planned Development District No. 888



KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 10, 2014
COUNCIL DISTRICT(S): 1
DEPARTMENT: Office of Economic Development
CMO: Ryan S. Evans, 671-9837
MAPSCO: 54 C G

SUBJECT

Oak Cliff Gateway TIF District

- * Authorize a development agreement with Bishop Arts Village LLC and/or its affiliates in an amount not to exceed \$5,000,000, payable from future Oak Cliff Gateway TIF District funds in consideration of the development of Bishop Arts Project Phase I on property generally bounded by Bishop Avenue, 9th Street, Melba Street, and Madison Avenue in Tax Increment Financing Reinvestment Zone Number Three (Oak Cliff Gateway TIF District) – Not to exceed \$5,000,000 – Financing: Oak Cliff Gateway TIF District Funds (subject to appropriations)
- * Authorize a Chapter 380 economic development grant agreement in an amount not to exceed \$2,000,000 with Bishop Arts Village LLC related to the development of Bishop Arts Project Phase I on property generally bounded by Bishop Avenue, 9th Street, Melba Street, and Madison Avenue in Southern Dallas pursuant to Chapter 380 of the Texas Local Government Code in accordance with the City's Public/Private Partnership Program – Not to exceed \$2,000,000 – Financing: General Obligation Commercial Paper (subject to appropriations)

BACKGROUND

Bishop Arts Village LLC (Owner) proposes a new residential and mixed use development one block south of the existing Bishop Arts district and three blocks north of Jefferson Boulevard. The location is generally bordered by Bishop Avenue, 9th Street, Madison Street, and Melba Street. A potential future second phase is immediately south of this block. The properties are generally owned or controlled by the Owner and include vacant land, vacant commercial buildings, aging apartment buildings and single family structures.

BACKGROUND (Continued)

The project includes approximately 218 rental residential units; 26,670 square feet of retail, restaurant and/or other commercial space; and a parking garage.

As this is the first project in the Bishop/Jefferson Sub-district and part of the proposed expansion of the Oak Cliff Gateway TIF District, it is hoped that this project will catalyze new development in this portion of Oak Cliff. A public hearing and ordinance for the proposed TIF district expansion and plan amendment is also scheduled for City Council consideration preceding this item on the December 10, 2014 agenda.

The project is designed with attention to urban form and pedestrian amenities, including wide sidewalks, street trees, pedestrian lighting, and park/plaza space. The developer is working with the City to help the project to blend into the existing neighborhood. In particular, the developer has minimized the buildings' heights next to the adjacent single family homes and ensured that the buildings facing single family homes respect the character of the surrounding neighborhood. The developer has also worked to develop a design that complements the character of the Bishop Arts area. The developer agreed to provide 30 additional public parking spaces in the development or on adjacent controlled sites to assist in supporting the area's parking needs.

The anticipated total project cost, including property acquisition, site work/infrastructure, and hard/soft costs will be approximately \$42 million with an expected completion in 2017.

On October 23, 2014, the Oak Cliff Gateway TIF Board recommended that, if and when funds are available, up to \$5,000,000 from future Oak Cliff Gateway TIF District revenues be dedicated to the proposed development. The majority of the TIF funding shall be in the form of an economic development grant (not attributable to specific public improvements) from tax increment produced by the City and payable after project completion. If needed, the ~~The~~ TIF funding ~~will~~ may also be available for TIF-eligible public improvements including environmental remediation, public infrastructure improvements, and utility improvements, once the project is complete and all contingencies are satisfied.

The project meets TIF Grant Program criteria as a new residential development that will promote development and diversification of the economy, creation of a broader mix of residential property types, density within the district, and public infrastructure improvements. The project is not financially viable without the TIF grant.

TIF funding is offered on a reimbursement basis and will be paid only after project completion, adherence to all project requirements, and only as funding flows into the district. No TIF funding will be available on an "up front" basis.

BACKGROUND (Continued)

In December 2010, the developer received \$2 million in economic development grant funds in support of the initial property acquisition (Grant I), pursuant to a Chapter 380 grant agreement. This item authorizes an additional \$2 million in Chapter 380 economic development grant funds in support of the commercial aspect of the project to be received after completion and all requirements of the TIF development agreement have been completed (Grant II).

The TIF agreement and the second economic development grant agreement will each contain a cross-default provision meaning that all requirements for both the TIF funding and the economic development grant funding must be fulfilled before either is released.

~~Staff recommends modifying the scope for~~ In addition to the TIF and Chapter 380 subsidies, the City intends to use approximately \$4.1 million in general obligation bond funding to direct the funding to the streets for streetscape improvements proximate to the project. TIF funding may be allocated to those streetscape elements beyond the capacity of the general obligation bond funding as needed to fulfill the design requirements of the project.

An analysis of the project's pro forma shows that the project would not be viable without public funding at this level.

The minimum requirements for the development agreement will include:

- Minimum 180,000 square feet of residential space
- Minimum 20,000 square feet of retail, restaurant and/or office space
- Minimum private investment of \$30,000,000 for building and land acquisition costs, site preparation, construction hard costs, and soft costs related to construction
- Minimum of 30 publicly-accessible (non-valet) parking spaces above the amount required by code.
- Construction of a project that is in substantial conformance with the site plans and building elevations reviewed and approved through the Peer Review and TIF board process.
- At least 10,000 square feet of the commercial space must be occupied by a tenant not affiliated with the developer.

ESTIMATED PROJECT SCHEDULE

Project Start Date	June 2015
Project Completion Date	December 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 11, 1992, City Council authorized the establishment of the Oak Cliff Gateway TIF District by Ordinance No. 21466, as amended.

On February 12, 1997, City Council authorized the Final Project Plan and Reinvestment Zone Financing Plan for the Oak Cliff Gateway TIF District by Ordinance No. 23033, as amended.

On November 9, 2009, City Council authorized the establishment of the City of Dallas Oak Cliff Gateway Grant Program by Ordinance 27743, as amended.

On December 8, 2010, City Council authorized a Grant Agreement to provide \$2,000,000 in grant funds to Bishop Arts Village LLC to assemble property for development of a mixed-use pedestrian-oriented urban project in North Oak Cliff by Resolution No. 10-3039.

On October 23, 2014, the Oak Cliff Gateway TIF District Board of Directors voted to amend the Final Project Plan and Reinvestment Zone Financing Plan for the Oak Cliff Gateway TIF District, the Oak Cliff Gateway Grant Program, and the Oak Cliff Gateway Allocation Policy.

On October 23, 2014, the Oak Cliff Gateway TIF District Board of Directors reviewed the proposed Bishop Arts Project Phase I and recommended City Council authorize a development agreement with Bishop Arts Village LLC and dedicate an amount not to exceed \$5,000,000 for TIF eligible costs.

On November 3, 2014, the Economic Development Committee was briefed on the Bishop Arts Project Phase I and recommended approval.

FISCAL INFORMATION

\$5,000,000 – Oak Cliff Gateway TIF District Funds (subject to appropriations)

\$2,000,000 – 2012 Bond Program (General Obligation Commercial Paper (subject to appropriations))

PROJECT COUNCIL DISTRICT

1

OWNER

**Bishop Arts Village LLC
A Texas limited liability corporation**

Farokh Nazerian, President
Michael Nazerian, COO

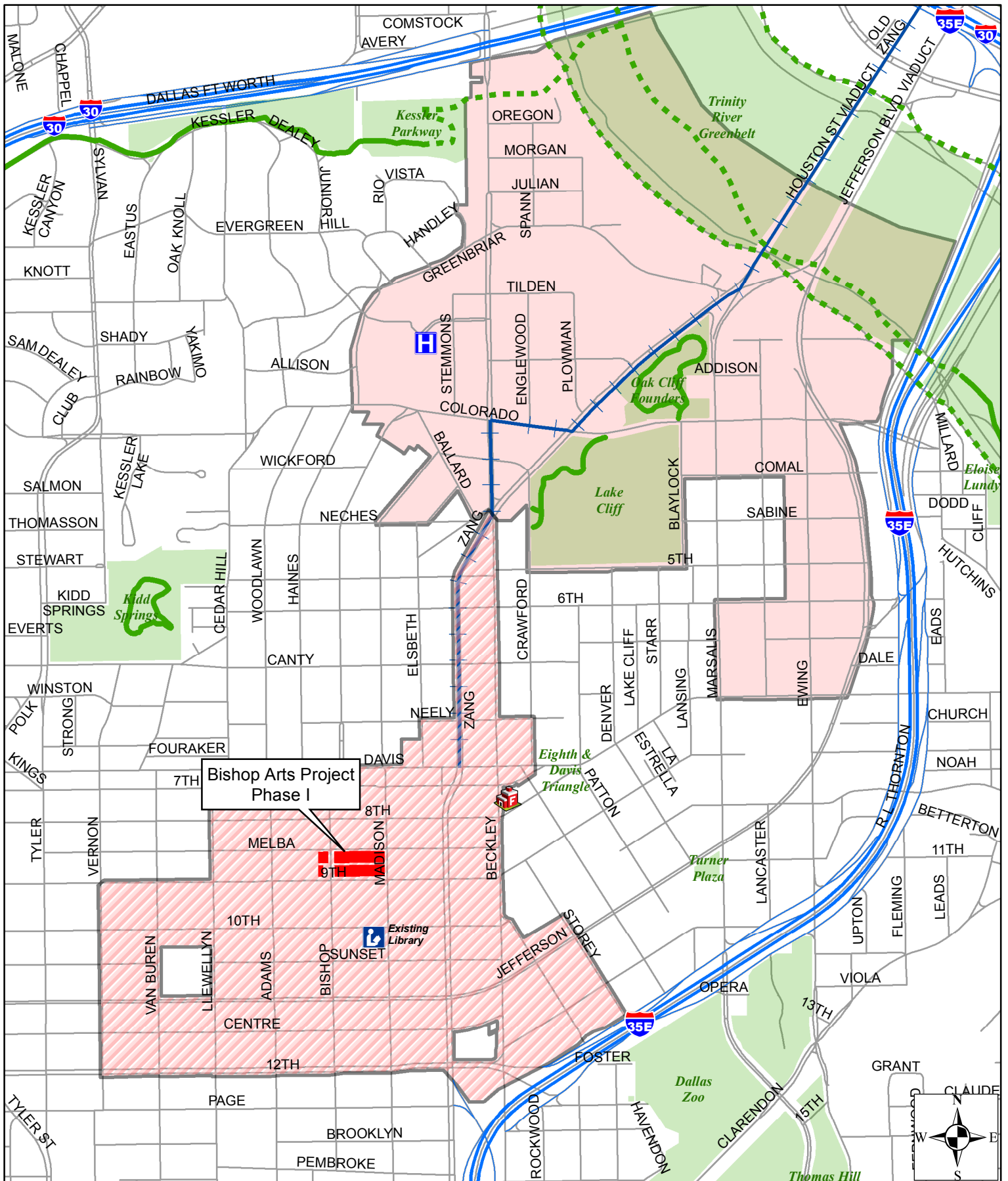
DEVELOPER

**Bishop Arts Village LLC
A Texas limited liability corporation**

Farokh Nazerian, President
Michael Nazerian, COO

MAP

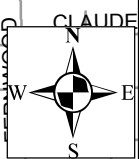
Attached.



Bishop Arts Project Ph I
Oak Cliff Gateway
December 10, 2014

0 0.1 0.2 0.4
 Miles

-  Police Stations
-  Fire Stations
-  Parks
-  Oak Cliff Trolley
-  Existing Trails
-  Future Trails
-  Oak Cliff Gateway Sub-district
-  Bishop/Jefferson Sub-district



December 10, 2014

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, on November 11, 1992, City Council authorized the creation of Tax Increment Reinvestment Zone Number Three, (the “Oak Cliff Gateway TIF District”, or “District”) in accordance with the Tax Increment Financing Act, as amended, V.T.C.A. Texas Tax Code, Chapter 311 to promote development and redevelopment in the north Oak Cliff area through the use of tax increment financing by Ordinance No. 21466, as amended; and

WHEREAS, on February 12, 1997, City Council authorized the Oak Cliff Gateway TIF District Final Project Plan and Reinvestment Zone Financing Plan (“Project Plan”) by Ordinance No. 23033, as amended; and

WHEREAS, on November 9, 2009, City Council authorized the establishment of the City of Dallas Oak Cliff Gateway Grant Program by Ordinance 27743, as amended; and

WHEREAS, on June 25, 2014, City Council adopted its Public/Private Partnership Guidelines and criteria by Resolution No. 14-0993, wherein the City elected to continue its participation in tax abatements and other incentive programs including programs for loans and grants for economic development and established Guidelines and Criteria for the Public Private Partnership Program governing those economic development programs and incentive agreements to be entered into by the City as required by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A. Tax Code, Chapter 312 ("Act"); and

WHEREAS, on October 23, 2014, the Oak Cliff Gateway TIF District Board of Directors voted to amend a policy document outlining the requirements of the Oak Cliff Gateway Grant Program (**Exhibit A – Oak Cliff Gateway Grant Program**); and

WHEREAS, on October 23, 2014, the Oak Cliff Gateway TIF District Board of Directors reviewed the proposed Bishop Arts Project Phase I and recommended City Council authorize a development agreement with Bishop Arts Village LLC (“Owner”), and dedicate an amount not to exceed \$5,000,000 in future TIF revenues from the Oak Cliff Gateway TIF District for certain TIF eligible public improvements; and

WHEREAS, on November 12, 2014, City Council, pursuant to Resolution No. 14-1891 and in accordance with the Tax Increment Financing Act, as amended, V.T.C.A Texas Tax Code, (Chapter 311), called a public hearing to be held on December 10, 2014, to hear citizen comments and concerns regarding the proposed Oak Cliff Gateway TIF District amendment and amended Project Plan and Reinvestment Zone Financing Plan for the District. That public hearing was duly held and closed; and

December 10, 2014

WHEREAS, on December 10, 2014, City Council conducted a public hearing, and at the close of the hearing, approved an ordinance amending the ordinances creating the District and approving the Project Plan, respectively Ordinance Nos. 21466 and 23033, approved on November 11, 1992 and February 12, 1997, as amended, to reflect these amendments; and

WHEREAS, the creation of additional residential development is anticipated to further future growth and expansion of residential and commercial activity within the City of Dallas; and

WHEREAS, the City desires to utilize up to \$4,100,000 in 2006 and 2012 general obligation bond funds for infrastructure associated with Bishop Arts Project Phase I and generally located on Bishop Avenue between 8th Street and 10th Street; and along 9th Street, Melba Street, and Madison Avenue generally adjacent to Bishop Arts Project Phase I; and

WHEREAS, in furtherance of the Project Plan, and to promote within the District (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to provide economic incentives to the Owner for the construction of the Bishop Arts Project Phase I at a site generally bounded by Bishop Avenue, 9th Street, Melba Street, and Madison Avenue in the Oak Cliff Gateway TIF District as described in the conceptual site plan, preliminary conceptual renderings, and building materials attached hereto as **Exhibits B1-B7**.

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a development agreement between Bishop Arts Village LLC (“Owner”) and the City of Dallas, on behalf of the Oak Cliff Gateway TIF District, thereby confirming the Oak Cliff Gateway TIF District Board of Director’s dedication of future tax increment revenues in an amount not to exceed \$5,000,000 to provide funding for TIF-eligible project costs as shown in the TIF Funded Project Budget attached hereto as **Exhibit C**. This project includes infrastructure improvements, environmental remediation, and an economic development grant as part of the implementation of the Oak Cliff Gateway TIF District Project Plan and Reinvestment Zone Financing Plan.

Section 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

December 10, 2014

Section 3. That the City Controller is hereby authorized to encumber and disburse funds future tax increments and subject to future appropriations from:

Oak Cliff Gateway TIF District Fund - Fund 0034, Department ECO, Unit P930, Activity TOAK, Object 4510, Program No. OCGTIF0005, CT ECOP930B308-02, Vendor No. VS0000059741, in an amount not to exceed \$336,270;

Oak Cliff Gateway TIF District Fund - Fund 0034, Department ECO, Unit P930, Activity TOAK, Object 3072, Program No. OCGTIF0005, CT ECOP930B308-01, Vendor No. VS0000059741, in an amount not to exceed \$405,437;

Oak Cliff Gateway TIF District Fund - Fund 0034, Department ECO, Unit P930, Activity TOAK, Object 3016, Program No. OCGTIF0005, CT ECOP930B308-03, Vendor VS0000059741, in an amount not to exceed \$4,258,293; and

Total amount not to exceed \$5,000,000.

Section 4. That Owner shall ~~fund and/or construct public improvements to support the development of~~ construct Bishop Arts Project Phase I at a site generally bounded by Bishop Avenue, 9th Street, Melba Street, and Madison Avenue in the Oak Cliff Gateway TIF District, ~~in an~~ as described in Section 7 and in substantial conformance with **Exhibit B1-B7 - site plan, preliminary conceptual renderings, and building materials.** An amount not to exceed \$5,000,000 for the costs of TIF-eligible expenditures in the Oak Cliff Gateway TIF District will be available to off-set \$5,000,000 in development costs. Owner will be paid solely from the Oak Cliff Gateway TIF District Funds in accordance with the terms of the development agreement described in hereof and **Exhibit H – Oak Cliff Gateway TIF District Increment Allocation Policy**, but only to the extent such Oak Cliff Gateway TIF District funds are available for such purpose. No interest will be paid on this award since funds are not advanced to the City for these improvements.

Section 5. That Owner shall meet the requirements of the economic development Grant II associated with this project to be eligible for release of any TIF reimbursements.

Section 6. That nothing in the resolution shall be construed to require the City to approve payment from any source of City funds other than the Oak Cliff Gateway TIF District Fund and/or Tax Increment Bonds.

Any funds expended under the development agreement that remain unpaid upon termination of the Oak Cliff Gateway TIF District, due to lack or unavailability of Oak Cliff Gateway TIF District Funds, shall no longer be considered project costs of the Oak Cliff Gateway TIF District or the City and the obligation of the Oak Cliff Gateway TIF District to pay Owner shall automatically expire.

December 10, 2014**Section 6.** (Continued)

Prior to completion of the construction of Bishop Arts Project Phase I, receipt of final certificate of occupancy and successful completion of the City audit, Owner's default under the economic development grant agreement shall also constitute a default under the TIF agreement and default under the TIF agreement shall also constitute a default under the economic development grant agreement. In the event of default of Developer, any unpaid portion of the TIF reimbursement shall no longer be due and payable to Developer.

Owner's default under the economic development grant agreement shall also constitute a default under the TIF agreement and default under the TIF agreement shall also constitute a default under the economic development grant agreement.

Section 7. That in addition to the conditions set out in the Sections above, the Development Agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

- A. A minimum of \$30 million in private improvements in Bishop Arts ~~Village~~ Project, Phase I including all land and building acquisition, site preparation, construction hard costs, and soft costs related to construction.
- B. A minimum of 180,000 gross square feet of residential space.
- C. A minimum of 20,000 square feet of retail, restaurant and/or office space.
- D. A minimum of 30 publicly-accessible, non-valet, off-street parking spaces above the amount required by code shall be provided within the Property or nearby, as specified in the development agreement.
- E. For a period of fifteen (15) years from the date Owner receives the final CO for the residential portion of the Project ("Affordability Period"), a minimum of 20% of the units in Bishop Arts Project Phase I shall meet the affordability requirements of the Project Plan and the City of Dallas Tax Increment Finance Districts Mixed Income Housing Guidelines (**Exhibit D - City of Dallas Tax Increment Finance Districts Mixed Income Housing Policy**). In addition, the affordable units shall be disbursed by unit type and location throughout the property. In the case that Bishop Arts Project Phase I is sold to another entity, the affordability requirement shall be impressed upon the property by deed restriction and conveyed in the sale contract. This requirement shall be carried through to additional sales, if any.

December 10, 2014**Section 7. (Continued)**

- F. Owner shall submit a complete application for a building permit by June 30, 2015 and shall issue a notice to proceed to its construction contractor and start construction of the Project Improvements within 90 days after the City issues a building permit for the Project Improvements.
- G. The Owner shall complete construction and obtain a final certificate of occupancy for the residential portion of the Project by December 31, 2017 and shall complete construction, complete the building permit, and pass final inspection for the building shell for any commercial portion of the project by December 31, 2017.
- H. Owner shall complete construction and obtain a letter of acceptance or similar documentation issued by the City and signifying acceptance of the public improvements by December 31, 2017, for public infrastructure improvements associated with the project and constructed by the Owner.
- I. Owner shall public access to designated plaza space within the private development by December 31, 2017.
- J. Owner shall execute an Operating and Maintenance agreement in a form substantially similar to the form attached as **Exhibit E** for a minimum term of 20 years for all non-standard public improvements associated with the project by December 31, 2017.
- K. A minimum of 10,000 square feet of commercial space must be occupied before any funds will be released to the Owner.
- L. Owner shall comply with the Business Inclusion and Development (“BID”) goal of twenty-five percent (25%) for TIF reimbursable improvements, the Owner shall make a good faith effort to achieve a goal of certified minority/women-owned business enterprise (M/WBE) participation for the private improvement construction of 10% of total private expenditure, and the Owner shall meet all reporting requirements for each. Developer shall utilize the forms attached hereto as **Exhibit F** or forms provided by the City Department of Business Development and Procurement Services for reporting the participation of the M/WBE firms throughout the course of the Project.
- M. Owner shall market the residential units pursuant to an affirmative fair housing marketing plan approved by the City.

December 10, 2014**Section 7.** (Continued)

- N. The residential component of the Project shall be managed by an apartment management company approved by the Director, which approval shall not be unreasonably withheld.
- O. Until the Project has received a final certificate of occupancy for the multi-family portion and passed the final building inspection on the building shell for the commercial portion, and all required paperwork has been submitted, the Owner shall submit quarterly (once in every three months, starting from March 31, 2015) project status reports to the OED Staff. (**Exhibit G - Quarterly Status Report**).
- P. Owner shall construct ~~public and private~~ improvements that substantially conform in design and materials to images and site plans approved by the Oak Cliff Gateway TIF Board of Directors and the Urban Design Peer Review Panel (UDPRP) as shown in **Exhibit B1-B7 - site plan, preliminary conceptual renderings, and building materials**. Additionally, unless modifications are approved by the Director:
- a. A minimum of 80% of the residential units on the ground floor facing a public street, private street, or green space shall have direct access (a door) to the public street, private street or green space.
 - b. Sidewalks on all streets within the Project scope shall be a minimum of 10 feet wide from the back of the curb to the building face with a minimum clear walking distance of 7 feet unless modifications are approved by the City Design Studio and the Director.
 - c. Owner will include rain gardens or other examples of integrated storm water infrastructure within the project.
 - d. As the final step to the Urban Design Peer Review Process, Developer shall provide a set of permit drawings to the Dallas City Design Studio, for internal review and approval at time of submittal to ensure compliance to UDPRP recommendations and responses as described above.
- Q. The Owner shall provide evidence that reasonable efforts were made to promote the hiring of neighborhood residents for any new jobs created.

Section 8. That upon completion of the project and satisfaction of all project requirements, and subject to the availability of Oak Cliff Gateway TIF funds, the Project shall be eligible for total TIF reimbursements in an amount not to exceed \$5,000,000 in accordance with the adopted **Exhibit H – Oak Cliff Gateway TIF District Increment Allocation Policy**.

December 10, 2014

~~**Section 9.** Default under the terms of the Development Agreement constitutes a default of the Grant Agreement, and default under the terms of the Grant Agreement constitutes a default of the Development Agreement. Consequently, the funds expended under either agreement shall immediately become a debt that Developer shall owe to City that shall be due, owing, and paid to the City within sixty (60) days after notice of default.~~

Section 109. That the Director of the Office of Economic Development, after approval and recommendation of the Oak Cliff Gateway TIF District Board of Directors, may authorize minor modifications to the project including development mix, design elements, and/or an extension of the project deadlines up to 6 months.

Section 110. 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.

Exhibit A
City of Dallas
Oak Cliff Gateway Tax Increment Financing (TIF) District
Grant Program
Adopted by the Oak Cliff Gateway TIF Board on September 21, 2012
Amended – October 23, 2014

The City of Dallas established the Oak Cliff Gateway TIF District Grant Program on September 21, 2012, pursuant to Chapter 311 of the Texas Tax Code, to implement the Project Plan and Reinvestment Zone Financing Plan (“Final Plan”) for the Oak Cliff Gateway Tax Increment Financing District (“District”).

The purpose of the Oak Cliff Gateway TIF District Grant Program is to promote: (1) development and diversification of the economy; (2) development or expansion of residential, transportation, business, and commercial activity; (3) creation of a broader mix of residential property types, (4) elimination of unemployment and underemployment; (5) density within the district; (6) public infrastructure improvements that enhance pedestrian connections and transit access within the district and (7) public infrastructure improvements including improvements to pedestrian connections and utility burial within the District.

Projects must be at least one of the following types of development:

- New residential development
- Mixed-income and workforce housing development
- Retail or office development
- Mixed-use, transit-oriented development, including development that provides additional linkages to existing transit services

The City will achieve these objectives by making grants from the tax increment fund of the District in an aggregate amount not to exceed the amount of tax increment produced by the City and paid into the tax increment fund for the District.

Use of Funds

All grant award amounts and awardees must be recommended by the Oak Cliff Gateway TIF Board and approved by City Council. Nothing contained herein shall obligate the City to provide grant awards as this Program does not constitute an entitlement. The project **must** demonstrate that the development is not financially feasible *but for* the grant.

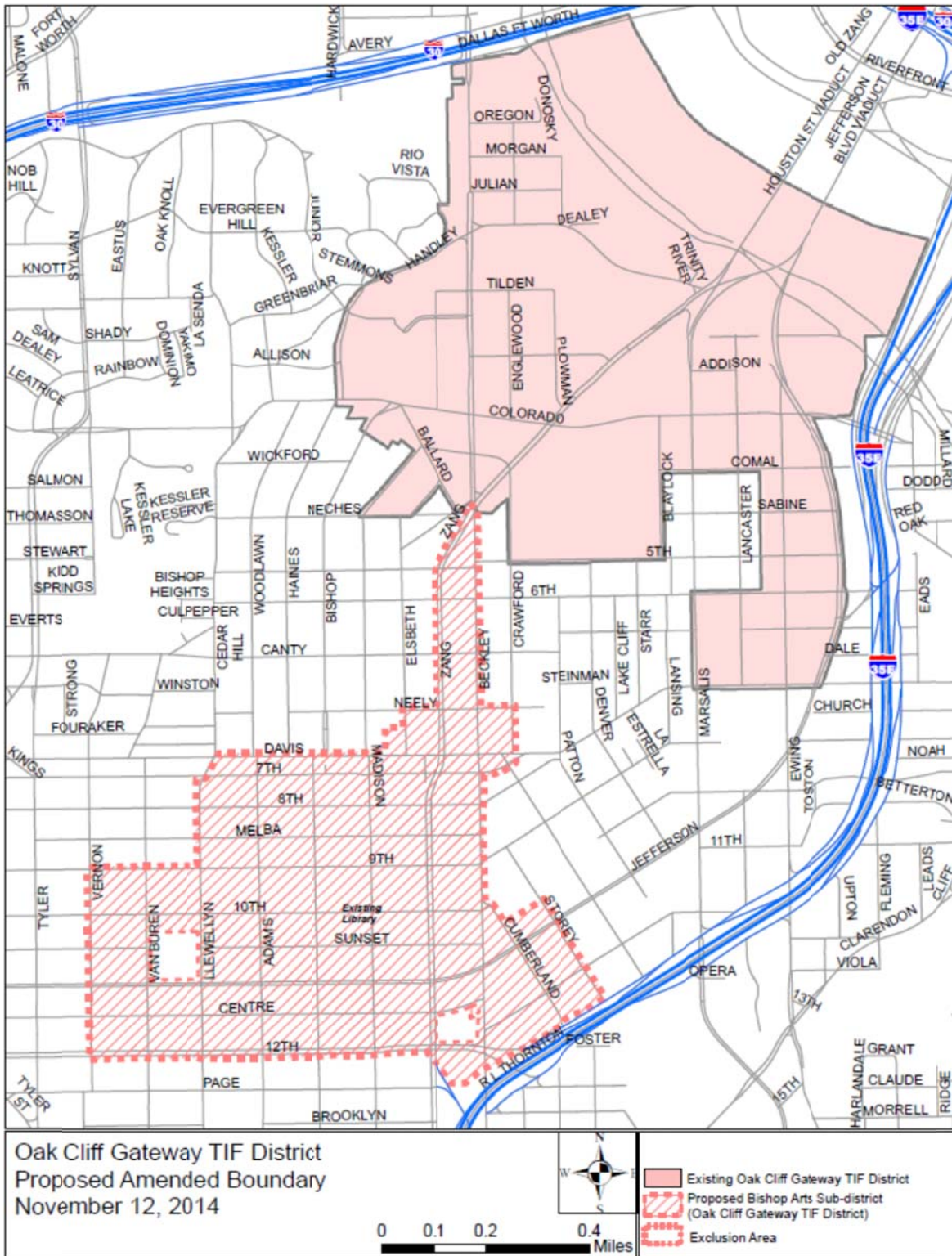
Payment of Funds

No grant funds will be distributed until all conditions of the grant/development agreement have been fulfilled.

General Grant Criteria

- The developer must make a good faith effort to achieve a goal of certified minority/women-owned business enterprise (M/WBE) participation for the private improvement construction proportionate to the TIF funding provided.
- The developer must promote hiring of neighborhood residents for any new jobs created.

Oak Cliff Gateway TIF District Grant Program Area



BISHOP ARTS PROJECT • Illustrative Site Plan Phase I

Exhibit B

SITE PLAN LEGEND

- ① SPECIMEN TREE IN PLANTER
SEE TREE SELECTION BELOW
- ② STREET TREE IN OPEN WELL
SEE TREE SELECTION BELOW
- ③ CONCRETE SIDEWALK
COLOR: NATURAL GRAY
FINISH: LIGHT BROOM FINISH
PERPENDICULAR TO BUILDINGS
- ④ PRECAST CONCRETE PAVERS
TO MATCH EXISTING PAVERS ON BISHOP AVENUE
- ⑤ BRICK PAVING
TO MATCH EXISTING BRICKS ON BISHOP AVENUE
- ⑥ LIGHT POLE
MANUFACTURER: TARGETTI POLI SEN USA, INC.
MODEL: TO MATCH COMMERCE STREET, JOB #20316
FINISH: RAL 9005/ANTI-GRAFFITI
SIZE: 14.5 FT
INSTALLATION: REF. MANUFACTURER'S SPEC. S
CONTACT: (P) 954-349-2525; (F) 954-349-2550
- ⑦ BOLLARDS AT 7'-0" O.C.

DEVELOPMENT ACCENT MATERIALS:
DECOMPOSED GRANITE
FLAGSTONE
LIMESTONE



BIKE RACK
MANUFACTURER: LANDSCAPE FORMS
MODEL: RIDE
INSTALLATION: REF. MANUFACTURER'S SPEC. S
CONTACT: LARA MOFFAT (800) 430-6206 X1309;
WWW.LANDSCAPEFORMS.COM

TABLE AND CHAIRS
MANUFACTURER: LANDSCAPE FORMS
MODEL: CHIPMAN
INSTALLATION: REF. MANUFACTURER'S SPEC. S
CONTACT: LARA MOFFAT (800) 430-6206 X1309;
WWW.LANDSCAPEFORMS.COM

LITTER RECEPTACLE
MANUFACTURER: LANDSCAPE FORMS
MODEL: POE
INSTALLATION: REF. MANUFACTURER'S SPEC. S
CONTACT: LARA MOFFAT (800) 430-6206 X1309;
WWW.LANDSCAPEFORMS.COM

BENCH
MANUFACTURER: LANDSCAPE FORMS
MODEL: AUSTIN
INSTALLATION: REF. MANUFACTURER'S SPEC. S
CONTACT: LARA MOFFAT (800) 430-6206 X1309;
WWW.LANDSCAPEFORMS.COM

TREE MIX SELECTION



AMERICAN SWEETGUM
Liquidambar styraciflua



CHINESE PISTACHE
Pistacia chinensis



SHUMARD RED OAK
Quercus shumardii



LIVE OAK
Quercus virginiana



BURR OAK
Quercus macrocarpa



LACEBARK ELM
Ulmus parvifolia



CEDAR ELM
Ulmus crassifolia



CHINKAPIN OAK
Quercus muhlenbergii

BISHOP ARTS PROJECT • Illustrative Site Plan Public Amenity Court

Exhibit B

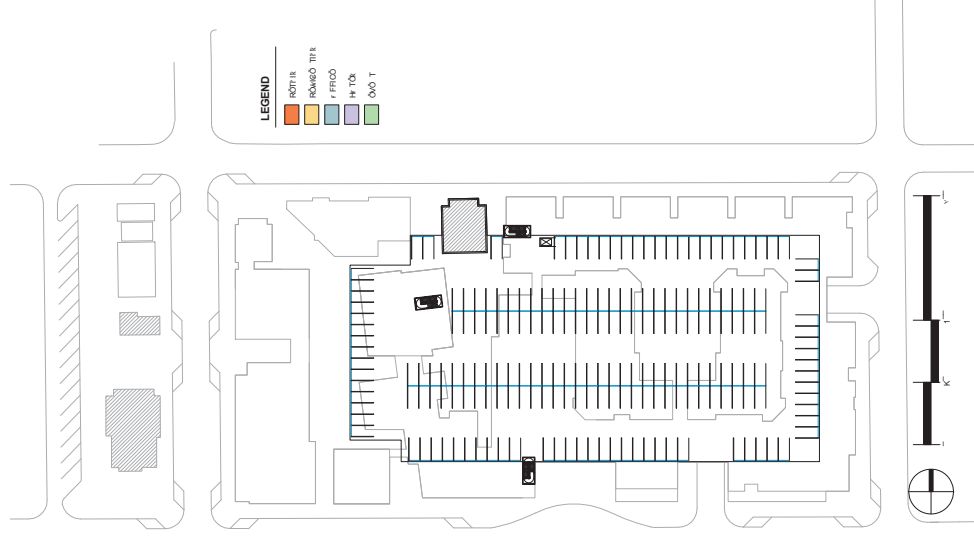


PLAN DETAIL

BISHOP ARTS PROJECT • Plans

Exhibit B

LEVEL B2



LEVEL B1



BISHOP ARTS PROJECT • Plans

Exhibit B

LEVEL 1



LEVEL 2



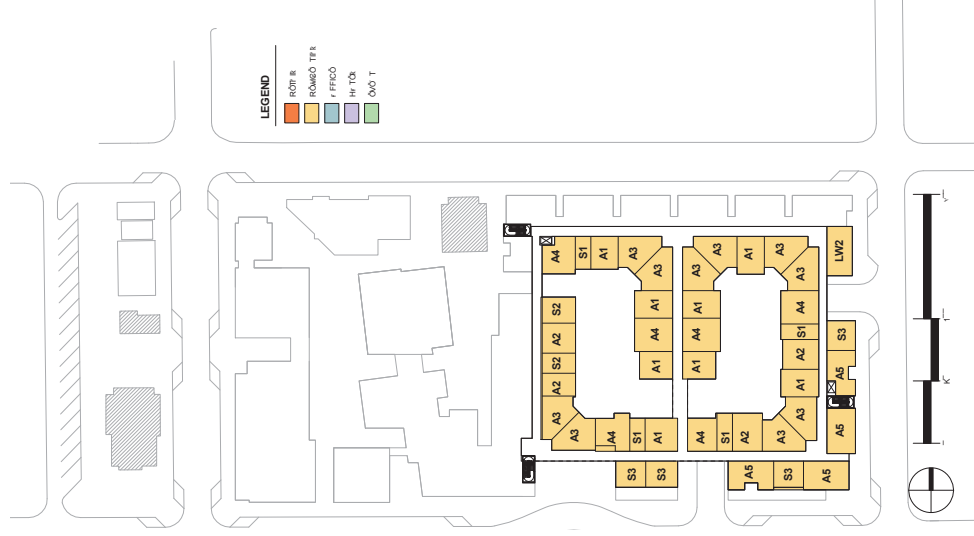
BISHOP ARTS PROJECT • Plans

Exhibit B

LEVEL 3



LEVEL 4



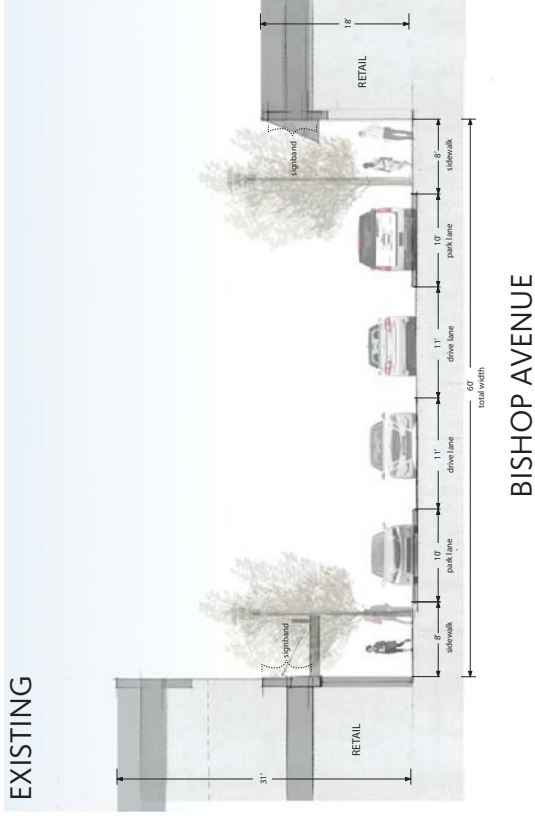
BISHOP ARTS PROJECT • Site Section East - West

Exhibit B



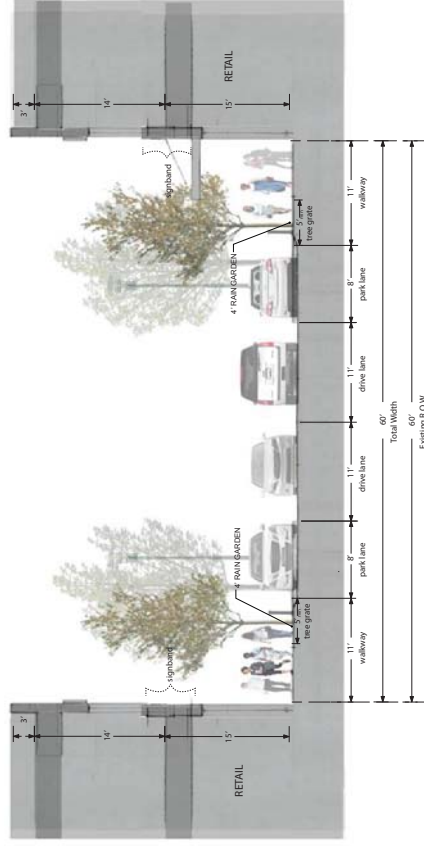
BISHOP ARTS PROJECT • Street Sections

EXISTING



BISHOP AVENUE

PROPOSED

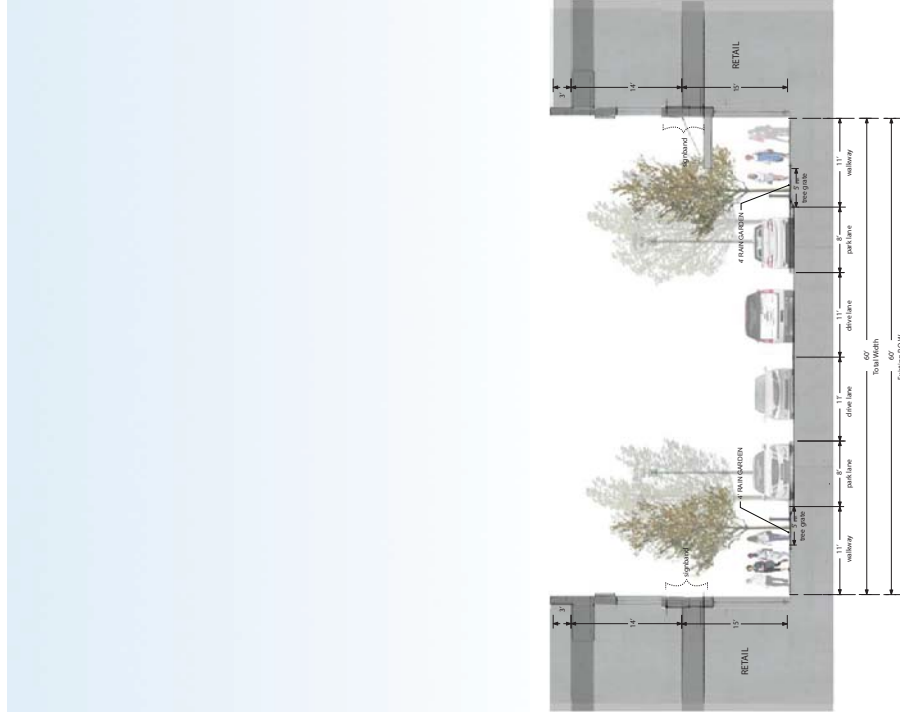


BISHOP AVENUE

BISHOP ARTS PROJECT • Street Sections



MADISON AVENUE



9TH STREET

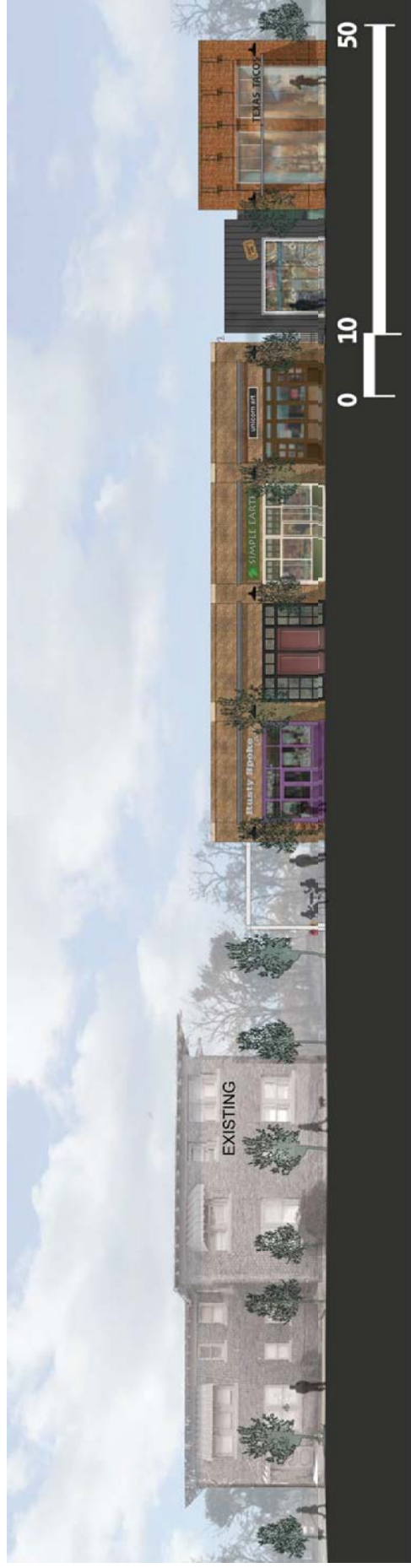
BISHOP ARTS PROJECT • Street Sections



Exhibit B
BISHOP ARTS PROJECT • East Elevation Along Bishop Ave



BISHOP ARTS PROJECT • West Elevation Along Bishop Ave



BISHOP ARTS PROJECT • West Elevation Along Madison Ave

Exhibit B



BISHOP ARTS PROJECT • South Elevation Along 9th St.

Exhibit B

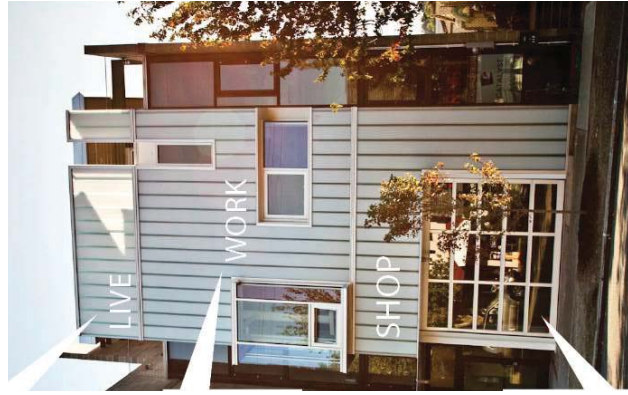


BISHOP ARTS PROJECT • North Elevation Along Melba St.



MATERIALS REFERENCE • Industrial Contemporary

Exhibit B



Masonry
 Clay Fired Modular Brick
 Concrete Masonry Units
 Precast Concrete Panels
 Cast in Place Concrete
 Natural Stone Veneer
 Cast Stone

Finish Materials
 Cement Stucco
 Exterior Paint
 Stretched Fabric

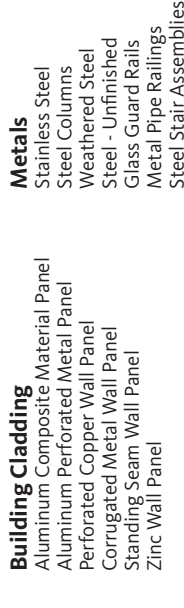
Wood, Plastics, Composites
 Wood Rainscreens
 Fiber Reinforced Concrete Panels

Building Cladding
 Aluminum Composite Material Panel
 Aluminum Perforated Metal Panel
 Perforated Copper Wall Panel
 Corrugated Metal Wall Panel
 Standing Seam Wall Panel
 Zinc Wall Panel

Metals
 Stainless Steel
 Steel Columns
 Weathered Steel
 Steel - Unfinished
 Glass Guard Rails
 Metal Pipe Railings
 Steel Stair Assemblies

MATERIALS REFERENCE • Contextual

Exhibit B



Masonry

- Clay Fired Modular Brick
- Concrete Masonry Units
- Precast Concrete Panels
- Cast in Place Concrete
- Natural Stone Veneer
- Cast Stone

Finish Materials

- Cement Stucco
- Exterior Paint
- Stretched Fabric

Wood, Plastics, Composites

- Wood Rainscreens
- Fiber Reinforced Concrete Panels

Building Cladding

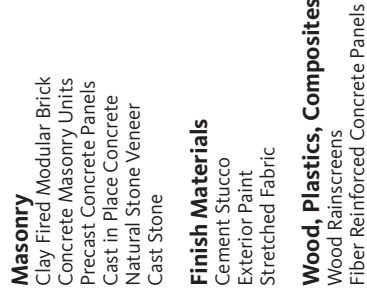
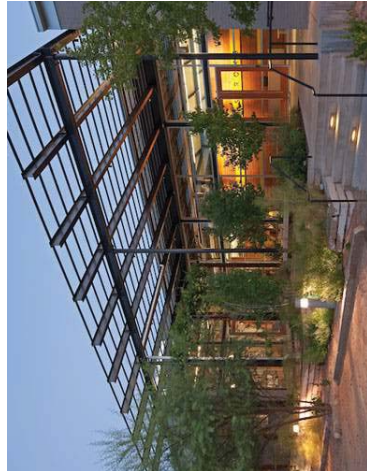
- Aluminum Composite Material Panel
- Aluminum Perforated Metal Panel
- Perforated Copper Wall Panel
- Corrugated Metal Wall Panel
- Standing Seam Wall Panel
- Zinc Wall Panel

Metals

- Stainless Steel
- Steel Columns
- Weathered Steel
- Steel - Unfinished
- Glass Guard Rails
- Metal Pipe Railings
- Steel Stair Assemblies

MATERIALS REFERENCE • Adaptive Reuse

Exhibit B



Masonry

- Clay Fired Modular Brick
- Concrete Masonry Units
- Precast Concrete Panels
- Cast in Place Concrete
- Natural Stone Veneer
- Cast Stone

Finish Materials

- Cement Stucco
- Exterior Paint
- Stretched Fabric

Wood, Plastics, Composites

- Wood Rainscreens
- Fiber Reinforced Concrete Panels

Building Cladding

- Aluminum Composite Material Panel
- Aluminum Perforated Metal Panel
- Perforated Copper Wall Panel
- Corrugated Metal Wall Panel
- Standing Seam Wall Panel
- Zinc Wall Panel

Metals

- Stainless Steel
- Steel Columns
- Weathered Steel
- Steel - Unfinished
- Glass Guard Rails
- Metal Pipe Railings
- Steel Stair Assemblies

Exhibit C
Bishop Arts Project Phase I
Oak Cliff Gateway TIF District
Bishop Arts Village LLC
TIF Project Costs

Category	Staff Recommended Amount
Public infrastructure improvements paving, streetscape, water/wastewater, storm sewer, utility burial/relocation, and land acquisition	\$336,270
Demolition and environmental remediation	\$405,437
Economic development grant	\$4,258,293
Total	\$5,000,000

Note: The amounts listed above include engineering, construction, design, construction management, and contingency estimates. Construction management is solely intended to cover fees paid to an outside consultant or third party who confirms the quality of the work. Construction management fees must be invoiced with a detailed description of work performed. Funds may be shifted among categories as long as the total TIF funding does not exceed \$5,000,000.

Exhibit D
City of Dallas Tax Increment Finance Districts
Mixed Income Housing Guidelines
Approved January 11, 2012

TIF Program Purpose

The purpose of the City of Dallas' TIF program is to promote development in underutilized and vacant areas through the use of public investment to attract private investment. The goals for the districts include improving the infrastructure within the districts and adding market rate apartments, single family homes, retail and commercial space, and office and professional space. Promoting housing for individuals and families at a variety of income levels is one of many policy considerations for the districts.

General definitions

Mixed income housing requires a minimum of 20% of all units to meet affordable housing standards.

Affordable housing units are those which are affordable to a household earning 80% or less of the median family income for the Dallas Area.

The 20% affordability requirement applies to both rental units and to units that are for sale. Requirements for for-sale units will be handled on a case-by-case basis. These guidelines primarily pertain to rental housing.

Affordability period and rent rates

Rental units must be affordable for a period of at least fifteen years, beginning from the date the project is complete per the development agreement.

Income levels and *maximum* rent will vary each year and are based on HUD's calculations for Area Median Family Income (AMFI), utility expenses, and Market Rent for the Dallas Area. Maximum rents are set each year at 30% of 80% of AMFI, including a utility allowance. Information pertaining to the maximum affordable rent and income levels that are currently in effect can be obtained from the Office of Economic Development.

Affordable units

A minimum of 20% of all occupied units shall be rented to qualifying households.

The developer may choose to offer any available unit to qualifying households. The 20% total requirement thus may be satisfied by any combination of units and need not apply to units of all sizes.

Affordable units shall be comparable in size and finish quality to market rate units and shall be dispersed throughout the development. Affordable units shall not be segregated into a particular section of the development and shall be a minimum of 500 square feet.

Qualifying households

A qualifying household is defined as a household making 80% or less of the AMFI. Developers may include wages, salaries, tips, commissions, social security income, etc. to certify a household's income. The method used to determine income should be the same for qualifying and market rate households.

Lease terms

Households that qualify at the beginning of a lease will be assumed to qualify for the entirety of the term of that lease. Recertification is therefore only necessary during lease renewal.

At the end of the lease, the new lease rates will be set based on the household's current income at the time of renewal.

If the household no longer qualifies for an affordable unit, the lease may be renewed at market rate and another unit made available for a qualifying household in order to maintain the 20% affordability requirement.

Fees and leasing requirements

In general, all leasing requirements and all fees, utility charges, assessments, fines, etc. charged by the apartment community must be applied uniformly to qualifying households and market rate households, with the exception that the developer may choose to waive or reduce fees for qualifying households and the developer may choose to set specific lease lengths for affordable units.

Reporting Requirements

Adequate reporting by developer, owner, or property manager shall be required to ensure that the City can appropriately monitor compliance with the guidelines. Projects receiving affordable housing funding under federal or state programs may choose to submit copies of compliance reports specific to the federal or state program in lieu of the TIF program report. Specific reporting requirements will be updated as necessary.

Compliance

The developer assumes all liability for compliance with these requirements and with all applicable laws. By participating in the City's TIF program, the developer agrees to report all information accurately and on time. At the City's request, the developer agrees to produce necessary documentation for determining full compliance with this program.

The affordability period shall be extended by six months for any number of units by which the affordable housing provided during a semi-annual period falls short of the number of units required to meet the affordable housing requirements. Noncompliance may result in termination of the development agreement, a reduction in TIF reimbursement, or other action as determined by the Office of Economic Development.

Request for waiver or minor modification of these requirements shall be submitted to the Office of Economic Development and will be negotiated on a project-by-project basis with the City and the County.

The City may consider retaining a percentage of TIF funding to ensure that in the event that the property is sold prior to the end of the 15 year compliance period, all subsequent owners will be required to provide affordable housing for the remainder of the affordability period.

The TIF program does not alter, modify, or reduce any affordable housing requirements, duties, or obligations imposed on the developer because of receipt of funds or other assistance from other programs or persons.

Alternative Methods

A developer may propose alternative methods of meeting the requirements such as providing equivalent affordable housing units in a comparable location within or adjacent to the TIF district. All proposed alternative methods will be considered on a case-by-case basis and must be approved by both the City and Dallas County.

Affirmative Fair Housing Marketing Plan

An affirmative fair housing marketing plan is required for all projects with a residential component that are supported with TIF funding. This requirement is detailed in each project's development agreement. Each project will be evaluated individually to ensure that it furthers affirmative fair housing goals.

Effective Date

These guidelines are effective in each district as of the date they are approved by that district's TIF board. The guidelines apply to developments with first occupancy on October 1, 2011 or later. These guidelines will not alter the terms of development agreements authorized prior to the approval of this document.

Guideline Modifications

As needed, the City may make modifications or corrections to these guidelines to increase their effectiveness. Where these guidelines may conflict with a district's Final Plan language concerning housing provisions, the Director of the Office of Economic Development will make a final determination of project requirements.

**EXHIBIT E: FORM OF
OPERATING AND MAINTENANCE AGREEMENT
FOR NON-STANDARD PUBLIC IMPROVEMENTS**

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Operating and Maintenance Agreement for Non-standard Public Improvements (“Agreement”) is made and entered into by and between the City of Dallas, a municipal corporation (“City”), acting by and through its City Manager, and Bishop Arts Village LLC, a Texas limited liability company, acting by and through its duly authorized officers (“Developer”).

W I T N E S S E T H:

WHEREAS, Developer has agreed to provide a maintenance program for non-standard public improvements including special paving, landscape, and streetscape installed as part of its mixed use development with the current address of [INSERT ADDRESS] in Dallas, Texas (the “Property”) in the Oak Cliff Gateway TIF District; and

WHEREAS, City is the owner of certain rights-of-way located adjacent to the Property and Developer is owner of certain publicly-accessible areas and pedestrian zones on the Property, [DESCRIBE PREMISES] which are shown at **Exhibit A**, attached to and made a part of this Agreement (which rights-of-way, publicly-accessible areas and pedestrian zones are collectively referred to herein as the “Premises”); and

WHEREAS, on December 10, 2014, the City Council, pursuant to Resolution Nos. [ENTER NUMBERS] (“Resolutions”) authorized the execution of a development agreement (“Development Agreement”) in an amount not to exceed \$5,000,000 for TIF-Eligible Project Costs (as defined in the Development Agreement); and

WHEREAS, the Resolution and the Development Agreement require that Developer enter into a maintenance agreement for all non-standard public improvement items; and

WHEREAS, this Agreement authorizes Developer to maintain the non-standard public improvement items located on the Premises in accordance with the terms of this Agreement.

NOW, THEREFORE, City and Developer, in consideration of the mutual covenants, terms, and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

SECTION 1. TERM

This Agreement is effective as of the execution date and ends on that date twenty years therefrom.

SECTION 2. MAINTENANCE SERVICES

A. Except as otherwise provided, Developer shall be responsible for all costs and expenses associated with maintaining the Premises in compliance with this Agreement.

B. Developer shall maintain the Premises in a neat, clean, safe, and attractive condition, including the removal of weeds from around trees and other areas such as shrub beds, ground cover, etc.

C. Developer shall operate and pay for the operation of an irrigation system on the Premises (as shown on **Exhibits A**) in accordance with any applicable sprinkler, water conservation, or storm water ordinances. Developer shall maintain and operate the irrigation system properly, efficiently, and safely. All repairs and modifications to the irrigation system shall be at Developer's expense.

D. Developer shall trim and maintain all lower limbs of mature trees on the Premises to a minimum height of seven (7) feet over sidewalk areas to provide for safe foot traffic.

E. Developer, at Developer's expense, shall be required to replace any tree that dies on the Premises during the term of this Agreement. Developer shall replace, at its expense, that tree with a minimum four to six-inch calliper native Texas tree, or a tree allowed or specified by the zoning ordinance or City approved landscape plan applicable to the Premises, during the next immediate planting season. Developer shall not be required to replace such trees at Developer's expense if the death was caused by work done on the Premises by City or franchise utilities. Likewise, Developer shall maintain, at Developer's expense, all plant material on the Premises, including shrubs, bushes, flowers, and grasses as noted in **Exhibits A**. If any such shrub, bush, flower, or grass dies during the term of this agreement, Developer shall timely replace such plant material. Material substitutions shall be approved at the discretion of the Director of the Office of Economic Development. Notwithstanding anything contained herein, Developer may substitute landscape plants with plants of similar quality and form without additional City consent.

F. Developer shall remove all litter on the Premises on a daily basis. This includes trash trapped in tree wells and any trash in any receptacles installed on the Premises by the Developer.

G. Developer shall maintain and repair all and irrigation lines and equipment currently serving and planned to serve the improvements on the Premises.

H. Developer shall maintain and operate all pedestrian lighting on portions of the Premises owned by Developer.

I. Developer shall provide all materials, tools, and equipment necessary to the performance by Developer pursuant to this Agreement. Developer shall remove from the Premises all materials, tools, and equipment used in maintaining the Premises at the end of each working day or upon the request of the Director of the Office of Economic Development or his designee (“Director”).

J. Developer shall exercise reasonable precautions for the safety of the Premises and the protection of all persons making legal passage through the Premises.

K. Developer shall mow and edge lawn areas, if any, in the median area of the Premises at least once every 14 days from March through October.

L. Developer shall comply with the City of Dallas Environmental Policy, including the following requirements: a) Developer shall comply with federal, state, and local regulations; b) Developer shall continually improve work practices to reduce its environmental footprint related to this Agreement; c) Developer shall commit to preventing pollution at its source.

SECTION 3. MODIFICATION TO THE PREMISES

A. Developer may not make any material modifications to the improvements, facilities, or landscape design to the Premises without the prior written consent and approval of the Director. Notwithstanding anything contained herein, Developer may substitute landscape plants with plants of similar quality and form without additional City consent.

B. All plantings required to be replaced pursuant to this Agreement must be purchased and maintained at Developer’s expense.

C. All improvements made to the city-owned portions of the Premises shall belong to and become the property of City upon installation.

SECTION 4. FAILURE TO MAINTAIN

If Developer fails to perform its maintenance obligations pursuant to this Agreement and such failure shall continue after thirty (30) days from written notice to Developer, City may, at its option, perform such maintenance and invoice Developer for the actual and reasonable costs of such maintenance, which shall include, but not be limited

to, removal of all or any part of the improvements on City-owned portions of the Premises. Developer shall pay any such invoice in full within thirty (30) days of receipt.

SECTION 5. ENVIRONMENTAL CONCERNS

Developer shall comply with all applicable state and federal environmental laws when applying chemicals on the Premises. Developer shall ensure that all regulated chemicals applied by Developer or caused by Developer to be applied are applied in accordance with all applicable laws. Developer shall obtain approval by the Director before any regulated chemicals are applied.

SECTION 6. INSURANCE AND INDEMNIFICATION

A. Developer will be required to purchase and maintain, during the term of this Agreement, insurance as described in **Exhibit B** and will agree to the indemnification agreement therein.

B. Developer agrees to defend, indemnify, and hold City, its officers, agents, and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage, or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Developer's breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of Developer, its officers, agents, associates, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its officers, agents, employees, or separate contractors, and in the event of joint and concurrent negligence or fault of both Developer and City, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 7. APPLICABLE LAW AND VENUE

This Agreement is subject to the Charter and Ordinances of City, as amended, and applicable federal and state laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas and exclusive venue for any litigation which may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

SECTION 8. NON-DISCRIMINATION

As a condition of this Agreement, Developer covenants that Developer will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly, or through contractual or other arrangements. Developer shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Developer shall keep, retain, and safeguard all records relating to this Agreement or work performed hereunder during the term of the Agreement and for a minimum period of three (3) years from the date of termination, with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Agreement.

SECTION 9. MODIFICATION OF AGREEMENT

This Agreement may be modified only by written agreement duly signed by persons authorized to sign agreements on behalf of City and Developer. Oral modifications are not permitted.

SECTION 10. NOTICES

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this Section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to:

Director
Office of Economic Development
City of Dallas
City Hall, Room 5CS
1500 Marilla Street
Dallas, Texas 75201

If intended for Developer, to:

[ENTER NAME]
[ENTER COMPANY]
[ENTER ADDRESS]
Dallas, Texas [ZIP]

SECTION 9. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 10. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in this Agreement, their assigns. This Agreement is assignable to a new owner of all or a portion of the Property or to the manager of a public improvement district or a property owner's association with the written consent of the Director, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall not be released from its obligations to maintain any portion of the Non-standard Public Improvement Items without the express assumption of the obligations as to such portion by an approved assignee for the balance of the term of this Agreement.

SECTION 11. TERMINATION OF AGREEMENT

City reserves the right to terminate this Agreement for convenience upon ninety (90) days advance written notice. Notwithstanding the foregoing, City may terminate this Agreement without any notice if City finds that the public interest, safety, health, or comfort requires it.

SECTION 12. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Executed this ____ day of _____, 20____, as authorized by City Council Resolution Nos. [ENTER NUMBERS]

CITY OF DALLAS
A.C. GONZALEZ ,
City Manager

APPROVED AS TO FORM:
WARREN M. S. ERNST,
City Attorney

By: _____
Ryan S. Evans
Assistant City Manager

By: _____
Assistant City Attorney

RECOMMENDED BY DIRECTOR:

Frank Karl Zavitkovsky
Office of Economic Development

DEVELOPER:
Bishop Arts Village LLC,
a Texas limited liability company

ATTEST:

By: _____

[ENTER NAME]
[ENTER TITLE]

Secretary

EXHIBITS

- Exhibit A-1** Premises
- Exhibit B** Insurance Requirements

EXHIBIT A
SITE PLAN OF THE PREMISES

EXHIBIT B
INSURANCE REQUIREMENTS



CITY OF DALLAS Business Inclusion and Development Affidavit

It is the policy of the City of Dallas to involve qualified Minority and Women-Owned Business Enterprises (M/WBEs) to the greatest extent feasible on the City's construction, procurement and professional services contracts. The City and its contractors shall not discriminate on the basis of race, age, color, religion, national origin, or sex in the award and performance of contracts. In consideration of this policy, the City of Dallas has adopted the Business Inclusion and Development Plan (BID Plan) for all City of Dallas contracts.

M/WBE Participation Goals

The BID Plan establishes subcontracting goals and requirements for all prospective bidders to ensure a reasonable degree of M/WBE meaningful business inclusion and participation in City contracts. It is the goal of the City of Dallas that a certain percentage of work under each contract be executed by one or more M/WBEs. For the purpose of participation percentages, the City of Dallas does not include amounts paid to the prime by the sub contractor.

On May 14, 1997 the City Council adopted the following M/WBE participation goals without consideration for a specific ethnicity or gender (Resolution Number 97-1605):

<u>Construction</u> 25.00%	<u>Architectural & Engineering</u> 25.66%	<u>Other Professional</u> 36.30%	<u>Other Services</u> 23.80%	<u>Goods</u> 18.00%
-------------------------------	--	-------------------------------------	---------------------------------	------------------------

The apparent low bidder/most advantageous proposer shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include M/WBEs in subcontracting opportunities. The apparent low bidder/most advantageous proposer who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from M/WBEs may be denied award of the contract by the City based on the contractor's failure to be a "responsive" or "responsible" bidder.

By signing below, I agree to provide the City of Dallas, Business Development & Procurement Services department with a completed copy of all required forms provided within the Business Inclusion and Development document package. I understand that, for the purpose of M/WBE subcontracting participation, any amounts paid to the prime from the sub contractor should not be included in the above listed participation amount. Finally, I understand that if I fail to provide all of the required documents within five (5) business days after notification, my bid may be deemed "non-responsive" and I may be denied award of the contract.

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Bid Number: _____ Company Name: _____

Typed or Printed Name of Certifying Official of Company

Date

Signature of Certifying Official of Company

Title



**CITY OF DALLAS
ETHNIC WORKFORCE COMPOSITION REPORT**

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Company name: _____

Address: _____

Bid #: _____

Telephone Number: _ - - Ext. _____

Email Address: _____

For Goods/Services

Please complete the following sections based on the ethnic composition of the (location) entity which is listed on the signature page, for RFB form BDPS-FRM-116, for RFCSP form BDPS-FRM-134

For Construction/Architectural & Engineering the referenced forms do not apply.

Employee Classification	Total No. Employees		White		Black		Hispanic		Other	
	Male	Female	M	F	M	F	M	F	M	F
Administrative/ Managerial										
Professional										
Technical										
Office/Clerical										
Skilled										
Semiskilled										
Unskilled										
Seasonal										
Totals:										

Officer's Signature

Title

Typed or Printed Name

Date



**CITY OF DALLAS
CONTRACTOR'S AFFIDAVIT
SCHEDULE OF WORK AND ACTUAL PAYMENT FORM**

Project Name: _____ Bid/Contract #: _____

Instructions:

Column 1: List type of work to be performed by Prime and 1st tier subcontractors.

Column 2: City of Dallas Vendor Number for Prime and Subcontractors/Suppliers (If none, register online: www.bids.dallascityhall.org). ALL Prime and Subcontractors/Suppliers must be registered with the City of Dallas.

Column 3: List name of firm; M/WBE Certification Number (if applicable).

Column 4: List firm(s); contact name; address; telephone number.

Column 5: List ethnicity of firm(s) owner as B=African American; H=Hispanic; I=Asian Indian; N=Native American; P=Asian Pacific; W=Woman; NON=other than M/WBE.

Column 6: Indicate firm's location as L=local (within Dallas county limits);

N=Non-local (Outside Dallas county limits).

Column 7: Indicate dollar amount of value of work for the Prime contractor, subcontractors, and suppliers.

Column 8: Indicate percentage of total contract amount.

Column 9: Indicate total payments to date.

Column 10: Indicate payments during current pay period.

Type of Work	City of Dallas Vendor Number	Name of Firm & M/WBE Certification (if Applicable)	Contact Name Address, City, State, Zip & Tel. Number	Type of Firm	L or N	Value of Work (\$)	Percent (%)	Payments to Date (\$)	Payment this Period (\$)
[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]
Notes:							#DIV/0!		
Notes:							#DIV/0!		
Notes:							#DIV/0!		
Notes:							#DIV/0!		
Notes:							#DIV/0!		
Notes:							#DIV/0!		
Notes:							#DIV/0!		

Exhibit F

Type of Work	City of Dallas Vendor Number	Name of Firm & M/WBE Certification (if Applicable)	Contact Name Address, City, State, Zip & Tel. Number	Type of Firm L or N	Value of Work (\$)	Percent (%)	Payments to Date (\$)	Payment this Period (\$)
						#DIV/0!		
Notes:								
						#DIV/0!		
Notes:								
						#DIV/0!		
Notes:								
						#DIV/0!		
Notes:								
						#DIV/0!		
Notes:								
						#DIV/0!		
Notes:								
						#DIV/0!		
Notes:								
					Total Bid Amount:	\$ -	#VALUE!	\$ -

[Note: Totals and Percentages will automatically calculate.]

The undersigned intends to enter into a formal agreement with the subcontractors listed, conditioned upon being awarded the City of Dallas contract. If any changes are made to this list, the Prime contractor must submit to the City for approval a revised schedule with documented explanations for the changes. Failure to comply with this provision could result in termination of the contract, sanctions against the Prime contractor, and/or ineligibility for future City contracts.

Officer's Signature: _____ Title: _____

Printed Name: _____ Date: _____

Company Name: _____



Exhibit F

CITY OF DALLAS
SUBCONTRACTOR INTENT FORM

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

TO: City of Dallas
Business Development & Procurement Services

DATE:

Project Name:

Bid #

will provide the following

M/WBE Subcontractor on the project

good(s)/service(s):

to
Prime Contractor on the project

M/WBE subcontractor is currently certified by the following agency:

M/WBE Certification Number: #
Certification must be kept current / valid for the entire duration of this contract. Failure to comply with this provision could be subject to removal from contract.

For the purpose of M/WBE subcontracting participation, the City of Dallas does not include amounts paid to the prime by the sub-contractor.

Total Contract Amount for prime \$

M/WBE/DBE Sub Participation Amount \$ %

The undersigned intends to enter into a formal agreement with the subcontractor listed, conditioned upon being awarded the City of Dallas contract. The undersigned understands that, for the purpose of M/WBE subcontracting participation, any amounts paid to the prime from the sub contractor should not be included in the above listed participation amount. Finally, before any subcontractor changes are made, the prime contractor must submit to the Business Inclusion and Development Group for approval, a Change of M/WBE subcontractor/supplier form prior to any changes. Failure to comply with these provisions could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future City contracts.

Officer's Signature (Prime Contractor)

Officer's Signature (M/WBE/DBE Subcontractor)

Printed Name (Prime Contractor)

Printed Name (M/WBE/DBE Subcontractor)

Title (Prime Contractor)

Title (M/WBE/DBE Subcontractor)

Date

Date



Exhibit F

**CITY OF DALLAS
Business Inclusion and Development Documentation Form**

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Project Name _____

Bid #: _____

Firm Name and Address: _____

1. Did you meet with a staff member of Business Development and Procurement Services (BDPS)?

Please make a selection:

Name of staff member: _____

2. Did you utilize a current M/WBE directory from the City's BDPS ResourceLINK Team for this project?

Please make a selection:

Date of Listing: _____

3. Did you provide plans and specifications, bids or proposals to potential M/WBEs or information regarding the location of plans and specifications, bids, or proposals for this project?

Please make a selection:

4. If M/WBE bids and proposals were received and rejected, you must attach documentation of the received bid and the reason for rejection? (i.e. letters, memos, telephone calls, meetings, etc.)

5. Complete the attached Documentation Form(s) to further explain good faith efforts to obtain M/WBE participation on this project. If there is written documentation of efforts with the M/WBEs who responded affirmatively to the bidder's written notice please attach documentation (i.e. quotes, or e-mails).

Exhibit F



Exhibit F

**CITY OF DALLAS
Business Inclusion and Development Documentation Form**

(Note: Please use the Tab button, arrows or mouse to move from one section to the next. Please *DO NOT* use the "Enter" key.)

Project Name #: _____ **Bid #:** _____

Firm Name and M/WBE Certification Number	Person Contacted and Date	Telephone Number and Email Address	Type of Work	Method of Communication (Telephone/Email)	Response
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			

Please use the form(s) below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

Officer's Signature: _____ **Title:** _____ **Date:** _____

Printed Name:

Exhibit F

Date:



Exhibit F

**CITY OF DALLAS
Business Inclusion and Development Documentation Form**

(Note: Please use the Tab button, arrows or mouse to move from one section to the next. Please DO NOT use the "Enter" key.)

Project Name & Bid/Contract #: _____ **#:** _____

Firm Name and M/WBE Certification Number	Person Contacted and Date	Telephone Number and Email Address	Type of Work	Method of Communication (Telephone/Email)	Response
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			
		- -			

Please use the form below if additional space is needed. Intentional misrepresentation could result in criminal prosecution.

Officer's Signature: _____ **Title:** _____ **Date:** _____

Printed Name:

Exhibit F

Date:



**Exhibit F: CITY OF DALLAS
CHANGE OF M/WBE SUBCONTRACTOR/SUPPLIER FORM**

(Note: Please use the Tab button, mouse or arrows to move from one section to the next. Please DO NOT use the "Enter" key.)

Prime Contractor: _____		Officer's Signature: _____		
Address: _____ _____		Telephone: _____ - - Ext. _____		
Project Name: _____		Bid # : _____	Date: _____	
Project Manager Approval: _____				
BID Compliance Approval: _____				
Current Subcontractor: _____		Certification #: _____		
Scope of Work: _____				
Please indicate reason for change by checking one or more of the following boxes:				
<input type="checkbox"/> Increase or Decrease in the Scope of Work				
<input type="checkbox"/> Poor performance by the subcontractor, sub-consultant, vendor, or supplier				
<input type="checkbox"/> Subcontractor is unable or unwilling to perform the work				
<input type="checkbox"/> Subcontractor does not have the equipment or workforce to perform the work				
<input type="checkbox"/> Other (please explain): _____				
Date Subcontractor Notified of Change: _____				
Representative that notified Subcontractor: _____				
Original Amount (\$)	% of Total	Revised Amount (\$)	% of Change	Net Effect on Total (\$)

Next steps:

- 1. E-mail this completed form prior to execution of any changes to City of Dallas Business Inclusion and Development Staff at gfe@dallascityhall.com and Project manager for their signature and final approval.**

Failure to comply with this provision could result in termination of the contract, sanctions against the prime contractor, and/or ineligibility for future City contracts.

Exhibit G Quarterly Project Status Report

Prepared by:

Project name: Bishop Arts Project Phase I

Report period:

Required project start date:

Actual project start date:
(attach permits as applicable)

Required completion date:

Current expected completion date:
(attach Certificate of Occupancy and/or Certificates of Acceptance as applicable)

Number of units completed:

Briefly describe project progress during this period:

Which documents did you submit to the City of Dallas Business Development & Procurement Services? When? (attach copies as applicable)

Which documents did you submit to the City of Dallas Fair Housing Department? When? (attach copies as applicable)

Describe any issues of concern with the City of Dallas (Office of Economic

Exhibit G: Quarterly Status Report

Development/Business Development & Procurement Services/ Fair Housing Department/Public Works and Transportation etc.)

Additional required attachments:

- 4-8 current construction progress pictures from four sides of the project.
- Updated private and public improvement cost schedules
- Updated pro forma

Submitted by:

Signature: _____

Printed name: _____

Date: _____

Exhibit H
TIF Increment Allocation Policy
Oak Cliff Gateway TIF District
Approved by the TIF Board May 14, 2010
Amended September 21, 2012
Amended October 23, 2014

It is important for the City of Dallas to encourage as many projects as possible in the Oak Cliff Gateway TIF District (the "Oak Cliff Gateway TIF" or "District"). In that spirit, Oak Cliff Gateway TIF funds will be allocated to Developers (defined below) proportionately, based on the increment created by the Project (as defined below) and Related Projects/Developers (as defined below) within the District, after repayment of pre-existing development agreements.

Definitions:

Project (TIF-eligible) - development or redevelopment that adds taxable real property value at a particular site or is a space or facility of public benefit such as open space, trails or cultural facilities. A Project has been approved for TIF funds and all requirements set forth in the development agreement have been completed.

Developer – A person or entity that has completed all requirements for a TIF-eligible Project as set out in the fully executed development agreement for the Project.

Related Project/Developer – if a Developer or a Developer's affiliates (as defined in a development agreement) has other development or redevelopment projects in addition to a TIF-eligible Project, increment from those Related Project(s) may be included in Individual Increment for reimbursement of the TIF-eligible Project expenses. A Developer of a TIF-eligible Project must have at least 50% ownership in any Related Project. These requirements will be further specified in a development agreement where applicable.

Related Projects must create new taxable real property value for the District based on the following criteria:

- New development on previously vacant land or demolished structures.
- Redevelopment or major modification of an existing building if this results in an increased taxable value of 50% or more of the original building or any increase in the floor area of an original building if the expansion is over 50% for residential projects, over 65% for mixed-use projects, and over 75% for office/showroom projects.

Total Increment – the annual amount of increment deposited into the Oak Cliff Gateway TIF District fund from the participating jurisdictions.

Administrative Expenses – the City will take a share of TIF revenue from this District for the amount it bills to the District for costs necessary for administration of the TIF District program, which may include charges from other departments, each year.

District-Wide Improvements – 15% of the OCG Increment (until expiration of the OCG Sub-district; thereafter, starting in 2028, 15% of the Bishop/Jefferson Increment) will be set aside for District-Wide Improvements, defined as 1) improvements that are not specific to a single development site, such as gateways, trails, open space, public facilities, or utility/streetscape

improvements benefiting multiple properties or blocks; 2) utility burial and/or streetscape improvements at any location in the District as approved by the Board; and 3) improvements or Projects that help to spur additional development in an under-served area of the District. District-Wide Improvements may be in any area of the District.

Individual Increment – the portion of the increment that a Project or Related Project creates each year

OCG Shared Increment – the OCG Increment less (1) Administrative Expenses, (2) a set-aside for District-Wide Improvements if applicable, and (3) the sum of the Individual Increments of all eligible Projects in the Oak Cliff Gateway Sub-district.

Bishop/Jefferson Shared Increment – the Bishop/Jefferson Increment less the sum of the Individual Increments of all Projects in the Bishop/Jefferson Sub-district

Available Cash - cash in the Oak Cliff Gateway TIF fund that is not already allocated, encumbered, or otherwise set aside for other purposes.

Procedure:

The District was amended in 2014 to create two sub-districts, each to create and reimburse its own increment, with a few board-approved exceptions. Therefore, a Project in the Oak Cliff Gateway Sub-district will be eligible for reimbursement from funds created within the Oak Cliff Gateway Sub-district, and a Project in the Bishop/Jefferson Sub-district will be eligible for reimbursement from funds created within the Bishop/Jefferson Sub-district. Administrative Expenses will be paid entirely from the Oak Cliff Gateway Sub-district until the Oak Cliff Gateway Sub-district expires.

Annually, after the Total Increment has been deposited in the TIF fund, the fund will pay or set aside Administrative Expenses and the amount allocated for District-Wide Improvements (as described below). After Administrative Expenses and any District-Wide Improvement allocations have been paid or set aside, Developers approved for TIF funding from the Oak Cliff Gateway TIF will be eligible to receive their Individual Increment.

In addition to their Individual Increment, Developers will be eligible to receive a portion of any Shared Increment from within their sub-district. The Shared Increment allotted to an eligible Developer shall be a ratio of an eligible Developer's Individual Increment to the sum of the Individual Increments for all Projects eligible for reimbursement in that sub-district for that year.

Dallas Central Appraisal District (DCAD) certified values for each tax year, including the base year for the District, will be the data source used to determine values for the increment allocation procedure. Shared Increment will be allocated only to Projects that have been completed by May 1st of a given year, as evidenced by City approval of all supporting documents required in the development agreement. The City's Director of Economic Development will make the final determination in applying future available revenues in the TIF Fund among Projects.

Projects completed after May 1 will be eligible for TIF funding upon completion of all supporting documents provided that 1) unallocated increment revenue (Cash Available) is available in the District fund and 2) no other projects are complete.

Pre-existing Agreements

The Oak Cliff Gateway TIF District has two pre-existing development agreements. This Increment Allocation Policy does not affect the following development agreement:

- Development agreement for 1335 North Zang Boulevard, Zang Triangle, approved by City Council on November 9, 2009, by Resolutions Nos. 09-2816 and 09-2817. This Project shall be reimbursed according to its development agreement, which states the Developer is eligible for its own Individual Increment and 100% of the Shared Increment after administrative expenses only.

This increment allocation policy clarifies the funding allocation for the following development agreement:

Development agreement for 323 and 333 East Greenbriar Lane, Alexan Trinity, approved by City Council on November 14, 2012 by Resolutions 12-2783 and 12-2784. This project (when complete) shall be reimbursed according to its development agreement, which states the developer is eligible for increment per the Increment Allocation Policy in place at the time. Accordingly, upon completion, Alexan Trinity will be eligible for its own Individual Increment until Zang Triangle is completely reimbursed. Thereafter, until Alexan Trinity is completely reimbursed, Alexan Trinity will be eligible for its own Individual Increment plus a pro rata share of the OCG Shared Increment.

Each Project approved after the adoption of this increment policy will be eligible for its own Individual Increment. Developers will be eligible to receive a portion of any Shared Increment from their respective sub-district after Zang Triangle's agreement is satisfied.

For example, a Project in the Oak Cliff Gateway Sub-District (OCG) will be eligible for its own Individual Increment until Zang Triangle is completely reimbursed. After that point, the OCG Project will be eligible for its own Individual Increment plus a pro-rata portion of any Shared Increment created within the OCG Sub-district. Likewise, a Project in the Bishop/Jefferson Sub-district will be eligible for its own Individual Increment until Zang Triangle is completely reimbursed. After that point, the Bishop/Jefferson project will be eligible for its own Individual Increment plus a pro-rata portion of any Shared Increment created within the Bishop/Jefferson Sub-district only.

Please see Attachment A for examples of the increment allocation process for these pre-existing development agreements and future development projects receiving TIF funding in the future.

District-Wide Improvement Set-Aside

The TIF Board will set aside 15% of the Oak Cliff Gateway Increment for District-Wide Improvements after administrative expenses and obligations to Zang Triangle have been satisfied. Specific improvement projects are to be determined and the amount of this set aside will be reviewed annually based on updated financial projections and District needs. After the termination of the Oak Cliff Gateway Sub-district, 15% of the Bishop/Jefferson Sub-district will be set aside for District-Wide Improvements.

Catalyst Priority Project

The Bishop Arts Village Phase I project is being viewed as an important catalyst project for the Bishop/Jefferson Sub-district. As such it will be eligible for the following:

- Its own Individual Increment
- Its pro-rata share of Bishop/Jefferson Shared Increment per this allocation policy (after Zang Triangle is reimbursed)
- Up to 2/3 of the District Wide Set Aside (after Zang Triangle is reimbursed) until the Bishop Arts Village Phase I project is fully reimbursed.

Notes:

In general, the assignment of increment will be done annually, after each participating jurisdiction has deposited its annual increment into the TIF fund. However, upon completion of a Project, developers are eligible to be reimbursed for TIF eligible expenditures from Available Cash currently in the TIF fund, if any.

If the appraised value of the remaining property in the District decreases in value despite new development and as additional TIF Projects are approved and completed, the TIF subsidy for Projects that year may be reduced or unpaid. Similarly, if the sum of (1) Administrative Expenses, (2) District-Wide Improvements, and (3) the sum of the Individual Increments is greater than the Total Increment, then the Individual Increments shall be allotted on a proportional basis based on the ratio of each Developer's Individual Increment to the sum of the Individual Increments for that year. If there is no revenue available after Administrative Expenses and the District Wide Set Aside, there will be no increment payments that year.

At its discretion, the Oak Cliff Gateway TIF Board may make modifications or corrections to this Policy to increase its effectiveness.

Attachment A – Sample Illustration of Increment Allocation Process

Example 1 - Zang Triangle			
OCG Sub-district		Bishop/Jefferson Sub-district (no projects)	
Total Increment*	\$1,000,000	Bishop/Jefferson Increment*	\$0
Administrative Expenses	\$75,000		
Zang Triangle	\$925,000		
Cash available	\$0		

*all increment (minus admin and other projects' Individual Increment) flows to Zang Triangle until it is completely reimbursed

Example 2 – Zang, OCG Project B, and Bishop/Jefferson Project 1			
OCG Sub-district		Bishop/Jefferson Sub-district	
Total Increment*	\$1,000,000	Project 1 Individual Increment	\$175,000
Administrative Expenses	\$75,000		
Project B Individual Increment	\$80,000		
Zang Triangle	\$845,000		
Cash available	\$0		

*all increment (minus admin and other projects' Individual Increment) flows to Zang Triangle until it is completely reimbursed

Example 3 - OCG Project B and Bishop/Jefferson Project 1			
OCG Sub-district		Bishop/Jefferson Sub-district	
OCG Increment	\$1,000,000	Bishop/Jefferson Increment	\$225,000
Administrative Expenses	\$75,000	Project 1 Individual Increment	\$175,000
District Wide Improvements	\$150,000	Project 1 Shared Increment	\$50,000
Project B's Individual Increment	\$80,000		
Project B's portion of shared	\$695,000		
Cash available	\$0	Cash available	\$0

Example 4 - Project OCG Project B and C and Bishop/Jefferson Project 1 and 2			
OCG Sub-district		Bishop/Jefferson Sub-district	
Total Increment	\$1,000,000	Bishop/Jefferson Increment	\$500,000
Administrative Expenses	\$75,000	Project 1 Individual Increment	\$175,000
District Wide Improvements	\$150,000	Project 2 Individual Increment	\$175,000
Project B's Individual Increment	\$80,000	Project 1 Shared Increment	\$75,000
Project C's Individual Increment	\$160,000	Project 2 Shared Increment	\$75,000
Project B's portion of shared*	\$181,900		
Project C's portion of shared*	\$353,100	Cash available	\$0

*Project C is worth more than Project B in this example

Project 2 is worth the same as Project 1 in this example

December 10, 2014

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, on December 8, 2010, City Council authorized a Grant Agreement (Grant I) to provide \$2,000,000 in economic development grant funds to Bishop Arts Village LLC to assemble property for development of a mixed-use pedestrian-oriented urban project in North Oak Cliff by Resolution No. 10-3039; and

WHEREAS, the City Council adopted Ordinance 28740, as amended, on August 15, 2012 to authorize a bond election to be held on November 6, 2012 authorizing general obligation bonds; and

WHEREAS, on November 6, 2012, Dallas voters approved a \$642 million General Obligation Bond Program of which \$55,000,000 in bond funding to promote economic development activities in southern Dallas and promoting economic development in other areas of the City in conjunction with transit-oriented development by providing public infrastructure and funding the City's economic development programs for such areas; and

WHEREAS, the City, pursuant to Resolution No. 14-0993 approved by the City Council on June 25, 2014 (1) adopted revised Public/Private Partnership Program - Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code, (the "Act"); and

WHEREAS, on June 25, 2014, the City Council elected to continue its participation in economic development grants pursuant to Chapter 380 of the Texas Local Government Code by Resolution No. 14-0993, as amended; and

WHEREAS, the City desires to enter into a second Chapter 380 economic development grant agreement (Grant II) with Bishop Arts Village LLC in consideration of its investment in real property improvements and the creation of new jobs in Dallas.

NOW, THEREFORE,

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

December 10, 2014

Section 1. That the City Manager, upon approval as to form by the City Attorney is hereby authorized to execute an economic development grant agreement pursuant to Chapter 380 of the Texas Local Government Code in accordance with the City's Public/Private Partnership Program - Business Development Grant Program with Bishop Arts Village LLC to defray project costs associated with the development of Bishop Arts Project Phase I on property generally bounded by Bishop Avenue, 9th Street, Melba Street, and Madison Avenue in Southern Dallas.

Section 2. That Grant II with Bishop Arts Project Phase I, in an amount not to exceed \$2,000,000, will be payable upon meeting and completing all requirements required to be performed prior to payment of the TIF subsidy (not including ongoing obligations) under the related TIF agreement and submission of all required documentation.

Section 3. That the City Controller is hereby authorized to encumber and disburse funds subject to future appropriations from:

Fund 2U52, Department ECO, Unit S801, Object 3016, Activity ECNR, Program No. OCGTIF0005, CT ECOS801B309, Vendor No. VS0000059741 in an amount not to exceed \$2,000,000.

~~**Section 4.** That Owner's default under the TIF agreement shall also constitute a default under the Grant II agreement and default under the Grant II agreement shall constitute a default under the TIF agreement. Consequently, the funds expended under either agreement shall immediately become a debt that Developer shall owe to City that shall be due, owing, and paid to the City within sixty (60) days after notice of default.~~

Section 54. That the Director of the Office of Economic Development may authorize minor modifications to the project including development mix, design elements, and/or an extension of the project deadlines up to 6 months.

Section 65. 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.