

**APRIL 12, 2017 CITY COUNCIL ADDENDUM  
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated April 12, 2017. 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.



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T.C. Broadnax  
City Manager

04/07/2017

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Date



For: Elizabeth Reich  
Chief Financial Officer

4/17/2017

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Date



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CITY SECRETARY  
DALLAS, TEXAS

**ADDENDUM  
CITY COUNCIL MEETING  
WEDNESDAY, APRIL 12, 2017  
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 - 53

**ITEMS FOR INDIVIDUAL CONSIDERATION**

No earlier  
than 9:15 a.m.

Items 54 - 60  
Addendum Items 1 - 3

**PUBLIC HEARINGS AND RELATED ACTIONS**

1:00 p.m.

Items 61 - 82

## Handgun Prohibition Notice for Meetings of Government Entities

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

*"De acuerdo con la sección 30.06 del código penal (ingreso sin autorización de un titular de una licencia con una pistola oculta), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola oculta."*

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

*"De acuerdo con la sección 30.07 del código penal (ingreso sin autorización de un titular de una licencia con una pistola a la vista), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola a la vista."*

**ADDENDUM  
CITY COUNCIL MEETING  
APRIL 12, 2017  
CITY OF DALLAS  
1500 MARILLA  
COUNCIL CHAMBERS, CITY HALL  
DALLAS, TEXAS 75201  
9:00 A. M.**

ADDITIONS:

Closed Session

Attorney Briefings (Sec. 551.071 T.O.M.A.)

- Legal issues related to the Dallas Police & Fire Pension System.

ITEMS FOR INDIVIDUAL CONSIDERATION

**City Secretary's Office**

1. A resolution designating an absence by Councilmember Casey Thomas as being for "Official City Business" - Financing: No cost consideration to the City

**Housing & Neighborhood Revitalization**

2. Authorize **(1)** the creation and incorporation of a Dallas Area Partnership to End and Prevent Homelessness Local Government Corporation (LGC) with a citizen advisory board; **(2)** consideration of two alternative ordinances amending Chapter 2, "Administration," of the Dallas City Code to create a citizen homelessness commission of either (A) twenty-three members, fifteen of whom shall be appointed by the Dallas City Council, six by Dallas County, and two by the City Manager; or (B) fifteen members appointed by the Dallas City Council; and **(3)** an Interlocal Cooperation Agreement between the City of Dallas and Dallas County - Not to exceed \$50,000 - Financing: Current Funds

**Mayor and City Council**

3. Authorize the creation and implementation of a cite and release program with Dallas County in accordance with Texas Criminal Code Section 14.06 for Class A and B misdemeanor possession of marijuana and Class B criminal mischief, graffiti, theft, theft of service, contraband in correctional facility, and driving while license is invalid, effective October 1, 2017 - Financing: No cost consideration to the City (via Council Members Griggs, Medrano, Young, Clayton, Kingston)

**ADDENDUM  
CITY COUNCIL MEETING  
APRIL 12, 2017**

**DELETION:**

**Police**

40. Authorize the creation and implementation of a Cite and Release Pilot Program with Dallas County in accordance with Texas Criminal Code Section 14.06 for Class A and B misdemeanor possession of marijuana and Class B criminal mischief, graffiti, theft, theft of service, contraband in a correctional facility, and driving with an invalid license, effective October 1, 2017 through March 31, 2018 - Financing: No cost consideration to the City

**ADDENDUM DATE April 12, 2017**

ITEM		IND								
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION	
1			N/A	I	SEC	NC	NA	NA	A resolution designating an absence by Councilmember Casey Thomas as being for "Official City Business" - Financing: No cost consideration to the City	
2			All	I	HOU	\$50,000.00	NA	NA	Authorize (1) the creation and incorporation of a Dallas Area Partnership to End and Prevent Homelessness Local Government Corporation with a citizen advisory board; (2) consideration of two alternative ordinances amending Chapter 2, "Administration," of the Dallas City Code to create a citizen homelessness commission of either (A) twenty-three members, fifteen of whom shall be appointed by the Dallas City Council, six by Dallas County, and two by the City Manager; or (B) fifteen members appointed by the Dallas City Council; and (3) an Interlocal Cooperation Agreement between the City of Dallas and Dallas County - Not to exceed \$50,000 - Financing: Current Funds	
3			All	I	MCC	NC	NA	NA	Authorize the creation and implementation of a cite and release program with Dallas County in accordance with Texas Criminal Code Section 14.06 for Class A and B misdemeanor possession of marijuana and Class B criminal mischief, graffiti, theft, theft of service, contraband in correctional facility, and driving while license is invalid, effective October 1, 2017 - Financing: No cost consideration to the City (via Council Members Griggs, Medrano, Young, Clayton, Kingston)	

**TOTAL            \$50,000.00**





**KEY FOCUS AREA:** E-Gov  
**AGENDA DATE:** April 12, 2017  
**COUNCIL DISTRICT(S):** N/A  
**DEPARTMENT:** City Secretary  
**CMO:** Rosa Rios, 670-3738  
**MAPSCO:** N/A

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**SUBJECT**

A resolution designating an absence by Councilmember Casey Thomas 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.

April 12, 2017

**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) referenced 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 Casey Thomas participated in event(s) and/or meeting(s), as described in **Exhibit A** attached, which required him to miss all or part of one or more city council meeting(s) or committee meeting(s) on the date(s) noted.

April 12, 2017

**Now, Therefore,**

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

**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 Casey Thomas because of his participation in any event(s) and/or meeting(s) will not be counted against them in determining his 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(s) will not count against Councilmember Casey Thomas in determining his 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 absence(s) by Councilmember Casey Thomas 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 provisions of 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	MEETING DATE	MEETING EXEMPTION	PURPOSE/LOCATION	ABSENCE TYPE
Casey Thomas	3/20/2017	Housing Committee	Working in official capacity with the Meals on Wheels program Dallas, Texas	Absent



**KEY FOCUS AREA:** Clean, Healthy Environment  
**AGENDA DATE:** April 12, 2017  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Housing & Neighborhood Revitalization  
**CMO:** Alan Sims, 670-3302  
**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the creation and incorporation of a Dallas Area Partnership to End and Prevent Homelessness Local Government Corporation with a citizen advisory board; **(2)** consideration of two alternative ordinances amending Chapter 2, “Administration,” of the Dallas City Code to create a citizen homelessness commission of either (A) twenty-three members, fifteen of whom shall be appointed by the Dallas City Council, six by Dallas County, and two by the City Manager; or (B) fifteen members appointed by the Dallas City Council; and **(3)** an Interlocal Cooperation Agreement between the City of Dallas and Dallas County - Not to exceed \$50,000 - Financing: Current Funds

**BACKGROUND**

This item was placed on the addendum following the March 30, 2017 City Council Retreat briefing and respective feedback.

On May 9, 2016, Dallas Mayor Michael Rawlings and other community leaders announced the formation of the Dallas Commission on Homelessness (the “Commission”), created in response to concerns about the current level of homelessness in Dallas. The Commission was not a public body, but rather an ad hoc group of community representatives studying homelessness. It was charged with the following: 1) analyzing the community’s current system of addressing homelessness, 2) comparing it to best practices in similar communities, and 3) delivering a focused set of strategies and recommendations for the city and county to consider going forward. The Commission’s charge did not include detailed operational planning, which is the responsibility of organizations that fund and implement strategies.

Consistent with its charge, the Commission created a report to detail Dallas’ current environment in relation to homelessness, best practices gleaned from similar cities, and the Commission’s overarching recommendations, as well as to outline the subcommittees’ specific recommended strategies for improvement.

## **BACKGROUND** (continued)

The first recommendation in the Commission's report was to immediately get organized and aligned by developing a community-wide system of leadership, accountability, and sustainable funding. The Commission recommended that the City of Dallas and Dallas County develop a formal and ongoing collaborative structure that would provide overarching leadership and sustainable funding, coordinate community investments, develop and oversee the implementation of a comprehensive plan, and guide and direct improvements in the homelessness service system.

An effective structure was defined as one that addresses ending homelessness from the broader community perspective, identifying priorities, establishing alignment, and bringing resources to bear from many sources: federal, state, local, and private sectors. Fully utilizing existing resources, maximizing new opportunities, and identifying sustainable funding streams would be essential.

Further defined, the new organizational structure should complement the existing work of the Continuum of Care (CoC). It would also benefit from the advice of citizens.

After briefing the Housing Committee of the City Council and the full City Council in January and February of this year, two options are being presented for consideration. This agenda item will offer the City Council the opportunity to create a multijurisdictional Local Government Corporation (LGC) with Dallas County. The LGC will be made up of representatives from:

- City of Dallas Mayor nominee
- Dallas County Judge nominee
- U.S. Department of Veterans Affairs representative
- Housing Authority of the City of Dallas representative
- The Real Estate Council representative
- Apartment Association of Greater Dallas representative
- Local philanthropic representative nominated by the City of Dallas Mayor
- Local philanthropic representative nominated by the Dallas County Judge
- Parkland Health & Hospital System representative
- North Texas Behavioral Health Authority representative
- An officer of the current Continuum of Care lead agency board or CoC board
- A representative of an independent school district in Dallas County
- A representative of a public safety organization in Dallas County

This City Council action approves the Articles of Incorporation and Bylaws for the LGC along with an Interlocal Cooperation Agreement with Dallas County. This action also provides for an ordinance amending Chapter 2 of the Dallas City Code to create the Citizens Homelessness Commission and provide for the Commission's membership and duties.



## **BACKGROUND** (continued)

Two options are being offered respective to the Citizen Homeless Commission shown as Exhibits D and E. The first option includes the creation of the LGC with a twenty-three member Citizen Homeless Commission: fifteen members appointed by the Dallas City Council members and Mayor, six members appointed by the Dallas County commissioners and Judge, and two members appointed by the City of Dallas City Manager.

The second option includes the creation of the LGC with a fifteen-member Citizen Homeless Commission appointed by the Dallas City Council members and Mayor.

Dallas County approved the first option in February 2017.

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

On January 3, 2017, the City Council Housing Committee was briefed on the Homeless Commission report and public input was received.

On February 15, 2017, the City Council was briefed on possible structures of a City of Dallas Homeless Commission and a Collaborative Partnership.

## **FISCAL INFORMATION**

Current Funds - \$50,000

April 12, 2017

**WHEREAS**, the Texas Transportation Corporation Act, Chapter 431 of the Texas Transportation Code (the “Act”), and Chapter 394 of the Texas Local Government Code (“Chapter 394”) authorize the creation of a joint local government corporation to aid and act on behalf of local governments to accomplish a governmental purpose of the local governments; and

**WHEREAS**, Chapter 394 requires, as a condition to the creation of a joint local government corporation, that three residents of each sponsoring local government who are citizens of the state and at least 18 years of age submit a written application for the incorporation of the joint local government corporation with the Articles of Incorporation; and

**WHEREAS**, the City Council of the City of Dallas, Texas (“City Council”) and the Commissioners Court of Dallas County, Texas (the “Commissioners Court”) have determined that homelessness can consume public resources, such as depleting law enforcement time and energy, judicial and medical resources, and negatively impact individual health; and

**WHEREAS**, the City Council and the Commissioners Court have recognized the benefits of providing a partnership to end and prevent homelessness; and

**WHEREAS**, as reflected in an Interlocal Corporation Agreement to be executed by both parties, the City of Dallas (“City”) and Dallas County (the “County”) desire to jointly create a Local Government Corporation to aid and act on their behalf to accomplish the governmental purpose of staffing and managing a Dallas Area Partnership to End and Prevent Homelessness; and

**WHEREAS**, the City has received an application that meets the requirements of the Act and Chapter 394 for the creation of a joint local government corporation to be known as the Dallas Area Partnership to End and Prevent Homelessness Local Government Corporation, and desires to approve the application, approve the proposed Articles of Incorporation of the joint corporation, approve its by-laws, confirm the appointment of the joint corporation’s initial members of the Board of Directors and of the initial Co-Chairs of the Board of Directors, and take such other actions as the City deems appropriate.

**Now, Therefore,**

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

**SECTION 1.** The recitals of facts contained in the preamble of this Resolution are founded and declared to be true and correct and are adopted as part of this Resolution for all purposes.

April 12, 2017

**SECTION 2.** The City Council determines that it is wise, expedient, necessary and advisable that a local government corporation, to be named the Dallas Area Partnership to End and Prevent Homelessness Local Government Corporation, be created to aid and act on behalf of the City and County to accomplish the governmental purpose of staffing and managing the local government corporation.

**SECTION 3.** The City Council authorizes the creation and incorporation of the Dallas Area Partnership to End and Prevent Homeless Local Government Corporation (LGC) under the Act and Chapter 394.

**SECTION 4.** The City Council approves the Articles of Incorporation that are attached as Exhibit A and authorizes the incorporators of the Corporation to file the Articles of Incorporation with the Secretary of State of the State of Texas in the manner provided by law.

**SECTION 5.** The City Council confirms the appointment of the persons listed in the Articles of Incorporation to serve as the initial members of the Board of Directors of the Corporation, and confirms Mark Clayton and Theresa Daniels to serve as the initial Co-Chairs of the Board.

**SECTION 6.** The City Council approves the Bylaws of the Corporation that are attached as Exhibit B.

**SECTION 7.** The City Council directs and declares that the Articles of Incorporation and the Bylaws of the Corporation may be amended from time to time by the Board of Directors of the Corporation as long as both the City Council and the Commissioner's Court approve of such amendments and they are in accordance with the Act, Chapter 394, and other applicable laws.

**SECTION 8.** The City Council approves the Interlocal Cooperation Agreement between the City of Dallas and Dallas County that is attached as Exhibit C.

**SECTION 9.** That the Chief Financial Officer is hereby authorized to encumber and disburse funds for the LGC, in an amount not to exceed \$50,000 from Fund 0001, Department HOU, Unit 4311, Object 3070, MASC DLSHOMESLESSLGC, Vendor 014003.

**SECTION 10.** The City Council authorizes and directs the City Manager and all other City officials and employees to perform all such acts as may be necessary or desirable in order to carry out the terms and provisions of this Resolution.

**SECTION 11.** The City Manager is hereby authorized to sign a contract with Dallas County, approved as to form by the City Attorney, for an Interlocal Cooperation Agreement.

April 12, 2017

**SECTION 12.** 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**

**ARTICLES OF INCORPORATION  
OF  
DALLAS AREA PARTNERSHIP TO END AND PREVENT HOMELESSNESS  
LOCAL GOVERNMENT CORPORATION**

The undersigned natural persons, each of whom is at least eighteen (18) years of age or more and a citizen of the State of Texas, and at least three of whom are residents of the City of Dallas, Texas (the “City”) and at least three of whom are residents of Dallas County, Texas (the “County”), acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431, Texas Transportation Code (“Chapter 431”), Chapter 394, Texas Local Government Code (“Chapter 394”), and Chapter 22, Business Organizations Code (“Chapter 22”), do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE I**

The name of the corporation is Dallas Area Partnership to End and Prevent Homelessness Local Government Corporation (the “Corporation”).

**ARTICLE II**

The Corporation is a public non-profit corporation.

**ARTICLE III**

The period of duration of the Corporation shall be perpetual.

**ARTICLE IV**

The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City and the County to accomplish their governmental purpose; namely to develop strategies, policies, and priorities to address homelessness, and to advise the entities represented by the Board members as well as the TX-600 Dallas City & County/Irving Continuum of Care (“CoC”), and the lead agency of the CoC, which is currently Metro Dallas Homeless Alliance, as to these strategies, policies and priorities.

The goals and purposes of the Corporation are as follows:

- i. Review all federal and local plans related to homelessness, and develop clear policy recommendations and objective processes to measure the effectiveness of new and existing policies in ending and preventing homelessness.
- b. Be a knowledgeable and effective advocate for the proposed policies.
- c. Coordinate homelessness efforts among the entities represented on the Corporation's Board to increase efficiency and effectiveness of the entities' programs.
- d. Hold accountable entities represented on the Corporation's Board, housing and service providers, the CoC board of directors, and the CoC lead agency for progress in implementing the recommended policies and ending and preventing homelessness.
- e. Raise capital to support policy goals, as needed.
- f. Prepare annual written reports detailing progress to date and goals for the future.
- g. Coordinate with advisory groups.
  - i. One advisory group will be comprised of employees of the entities and organizations represented by the Board members.
  - ii. The board will also coordinate with any citizen homelessness advisory board created by the City and/or County.
  - iii. The Corporation may create additional advisory groups at its discretion.

To accomplish said goals and purpose, the Corporation shall be authorized to:

1. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
2. Acquire and hold title to real property and interests in real property;
3. Accept funds and property appropriated by the City and the County and by other entities;
4. Apply for grants of funds, services, and things of value and to accept awards of such grants;
5. Accept donations of funds, services and things of value;
6. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the City Council of the City and the Commissioners Court of the County, as evidenced by an ordinance, order or resolution approved by both; and
7. Engage in other lawful activities to accomplish the governmental purpose stated above.

The Corporation is formed pursuant to the provisions of Chapter 431 as it now or may hereafter be amended and in the manner specified by Chapter 394, which authorize the Corporation to assist and act on behalf of the City and the County to accomplish any governmental purpose of the City and the County and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under Chapter 431, including, without limitation, the powers granted under Chapter 22.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations under Chapter 22 and which are necessary or useful to enable the Corporation to perform the purposes for which it is created.

The Corporation is created as a local government corporation pursuant to Chapter 431 and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 *et seq.*, Texas Civil Practice and Remedies Code.

In the exercise of its powers, the Corporation may enter into any loan, lease, or other agreement as authorized by Chapter 431 that are necessary and appropriate to the fulfillment of the public purpose of the Corporation. In connection with the issuance of bonds or other debt instruments, the Corporation shall select bond counsel and financial advisors acceptable to the City Attorney and District Attorney.

#### **ARTICLE V**

The Corporation shall have no members and shall have no stock.

#### **ARTICLE VI**

All powers of the Corporation shall be vested in a Board of Directors (“Board”) consisting of the following thirteen persons:

1. City of Dallas Mayor nominee
2. Dallas County Judge nominee
3. U.S. Department of Veterans Affairs representative
4. Housing Authority of the City of Dallas representative
5. The Real Estate Council representative
6. Apartment Association of Greater Dallas representative
7. Local philanthropic representative nominated by the City of Dallas Mayor
8. Local philanthropic representative nominated by the Dallas County Judge
9. Parkland Health & Hospital System representative
10. North Texas Behavioral Health Authority representative
11. An officer of the current Continuum of Care lead agency board or CoC board
12. A representative of an independent school district in Dallas County
13. A representative of a public safety organization in Dallas County

Directors shall be officers or C-Suite leaders of the organizations they represent.

Directors 1, 3, 4, 5, 7, and 11 (as numbered above) and their successors will be nominated by the Mayor of the City of Dallas (“Mayor”) and will be confirmed by the City Council. Directors 2, 6, 8, 9, and 10 (as numbered above) and their successors will be nominated by the Dallas County Judge (“County Judge”) and confirmed by the Commissioner’s Court. Directors 11 and 12 (as numbered above) will be nominated by the Chair of the Board and confirmed by the Board.

Directors shall serve staggered terms of two years. Directors 1-6 (as numbered above) serve terms which will end on September 30 of each even-numbered year. These Directors' initial terms will end on September 30, 2020. Directors 7-13 serve terms which will end on September 30 of each odd-numbered year. These Directors' initial terms will end on September 30, 2019. The eleven initial Directors nominated by the Mayor and County Judge are named in Article IX herein, and approval of these Articles of Incorporation by the City Council and Commissioner's Court is also confirmation of the initial Directors.

Each subsequent Director, a majority of whom must reside in the City and the County, shall serve for a term of two years or until his or her successor is appointed, unless such Director has been appointed to fill an unexpired term, in which case the term of such Director shall expire on the expiration date of the term of the Director who he or she was appointed to replace. Initial Directors and succeeding Directors may serve up to three consecutive terms.

Directors 1 and 2 will serve as co-chairs of the Board until September 30, 2018. Thereafter, Directors 1 and 2 will alternate two-year terms as chair and vice chair of the Board, with the order of service determined by vote of the Board.

Directors 1-11 may be removed from the Board by a resolution approved by a majority vote of its appointing local government if such local government finds that (i) that the Director has committed one or more of the acts or omissions described in Section 7.001(c) of the Business Organizations Code and described in Article XI, below, or (ii) the Director is derelict in his or her duties by failing to attend four consecutive meetings, including any combination of annual meetings, regular meetings, or special meetings, unless the Director can show good cause for the absences. Directors 12 and 13 may be removed from the Board by vote of the Board if the Board finds that (i) that the Director has committed one or more of the acts or omissions described in Section 7.001(c) of the Business Organizations Code and described in Article XI, below, or (ii) the Director is derelict in his or her duties by failing to attend four consecutive meetings, including any combination of annual meetings, regular meetings, or special meetings, unless the Director can show good cause for the absences.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation or the laws of the State of Texas.

## **ARTICLE VII**

The street address of the initial registered office of the Corporation is 1500 Marilla, 7DN, Dallas, TX 75201, which is within the city limits of the City and the corporate limits of the County, and the name of its initial registered agent at such address is T.C. Broadnax, City Manager.

## **ARTICLE VIII**



The names and addresses of the incorporators, each of whom is more than 18 years of age and a resident of the state of Texas, and at least three of whom are residents of City and three of whom are residents of County, are:

NAME	ADDRESS
Michael Rawlings	1500 Marilla, Dallas, TX 75201
Mark Clayton	1500 Marilla, Dallas, TX 75201
Clay Jenkins	411 Elm St., Dallas TX 75202
Theresa Daniel	411 Elm St., 2nd Floor, Dallas TX 75202
Linda McMahan	3100 McKinnon St., No. 1150, Dallas, Texas 75201
Britton Banowsky	2323 Farrington, Dallas, TX 75207

### ARTICLE IX

The names and street addresses of the initial Directors, a majority of whom reside within both the City and the County, are:

	NAME	ADDRESS	AGENCY
1	Mark Clayton	1500 Marilla, Dallas, TX 75201	Dallas City Council Member
2	Theresa Daniel	411 Elm St., 2 <sup>nd</sup> Floor, Dallas, Texas 75202	Dallas County Commissioner
3	Jeffrey Milligan	4500 S Lancaster Rd., Dallas, TX 75216	U.S. Department of Veterans Affairs
4	Albert Black	3939 N. Hampton Rd., Dallas, Texas 75212	Housing Authority of the City of Dallas
5	Linda McMahan	3100 McKinnon St., No. 1150, Dallas, Texas 75201	The Real Estate Council
6	Kin Oldham	5728 LBJ Frwy., Ste. 100, Dallas, TX 75240	Apartment Association of Greater Dallas
7	Hannah Buchanan	3300 Mockingbird Lane, Dallas, TX 75205	Highland Park United Methodist Church
8	Cindy Patrick	3003 Swiss Ave., Dallas, TX 75204	The Meadows Foundation
9	Frederick P. Cerise	5200 Harry Hines Blvd., Dallas, TX 75235	Parkland Health & Hospital System
10	Carol Lucky	9441 Lyndon B Johnson Fwy., Ste. 350 Dallas, TX 75243	North Texas Behavioral Health Authority
11	Britton Banowsky	2323 Farrington, Dallas, TX 75207	MDHA/CoC

Mark Clayton and Theresa Daniel are hereby appointed and confirmed as the initial Co-Chairs of the Board in conformance with Article VI.

**ARTICLE X**

Resolutions approving the form of these Articles of Incorporation have been adopted by the City Council on \_\_\_\_\_, 2017, and by the Commissioners Court on \_\_\_\_\_, 2017.

**ARTICLE XI**

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, regardless of whether the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

**ARTICLE XII**

In accordance with the provisions of Section 501(c)(J) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (i) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (ii) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (iii) shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office; and (iv) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt, other obligations, and such reserves as may be necessary as set forth in the authorizing documents related to the issuance of debt by the Corporation shall accrue to the City and the County as mutually agreed to by the City and the County.

The City and County shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by the City and the County shall be deposited into such accounts or funds as determined by the City Council of the City and

the Commissioners Court of the County. No part of the Corporation's income shall inure to the benefit of any private interests.

### **ARTICLE XIII**

If the Corporation is a private foundation within the meaning of Section 509(a) of the Internal Revenue Code, the Corporation (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

### **ARTICLE XIV**

If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid or provision made for such payment, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of the Texas Local Government Code, or with applicable law then in existence.

The City Council and the Commissioners Court may at any time consider and approve resolutions directing the Board of Directors to proceed with the dissolution of the Corporation, at which time the Board of Directors shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board of Directors to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation.

In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the City and the County for deposit into such accounts or funds as the City Council and the Commissioners Court shall direct.

### **ARTICLE XV**

The Corporation is a constituted authority and a public or governmental instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code. Although the Corporation is authorized to act on behalf of one or more governmental entities as provided in these Articles, the Corporation is not a political subdivision or political authority of the State of Texas within the meaning of the Constitution and laws of the State of Texas, including, without limitation, Article III, Section 52 of the Texas Constitution, and no agreement, bond, debt, or obligation of the Corporation shall be deemed to be the agreement, bond, debt, or obligation, or

the lending of credit, or a grant of public money or thing of value, of or by the City or County or any other political subdivision or authority or agency of the State of Texas, or a pledge of the faith and credit of any of them. No action of the Corporation shall be an action of the City or County or their agents or employees, and neither these Articles nor any action by the Board, the City Council, or the Commissioner's Court shall create a joint enterprise.

**ARTICLE XVI**

These Articles of Incorporation may be amended in either of the following manners: (i) the Board may file with the City Council and the Commissioners Court an application in writing requesting permission to amend the Articles of Incorporation, specifying in the application the amendment proposed to be made, and the City Council and the Commissioners Court, after considering the application and each finding and determining that it is wise, expedient, necessary, or advisable that the proposed amendment be made, may authorize by resolution that the proposed amendment be made, and then the Board may amend the Articles of Incorporation by adopting the amendment by resolution at a meeting of the Board and filing the amendment with the Office of the Texas Secretary of State, or (ii) the City Council and the Commissioners Court may jointly, at any time, alter or change the structure, organization, programs, activities, or duration of the Corporation, subject to any limitations on the impairment of contracts entered into by the Corporation, by adopting an amendment to the Articles of Incorporation of the Corporation at a meeting of the City Council and of the Commissioners Court and filing the amendment with the Office of the Texas Secretary of State.

**ARTICLE XVII**

These Articles of Incorporation shall be effective when fully executed and filed with the Office of the Texas Secretary of State. Each of the undersigned executes this instrument subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that he and she is authorized to execute this instrument.

\_\_\_\_\_  
Incorporator

\_\_\_\_\_  
Incorporator

\_\_\_\_\_  
Incorporator

\_\_\_\_\_  
Incorporator

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Incorporator

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Incorporator

**ACKNOWLEDGMENTS**

This instrument was acknowledged before me on this \_\_\_\_\_ day of April 2017 by Michael Rawlings, being sworn on his oath that he is an individual residing in the City of Dallas, Dallas County, Texas. Given under my hand and seal of office this April \_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public  
State of Texas

This instrument was acknowledged before me on this \_\_\_\_\_ day of April 2017 by Mark Clayton, being sworn on his oath that he is an individual residing in the City of Dallas, Dallas County, Texas. Given under my hand and seal of office this April \_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public  
State of Texas

This instrument was acknowledged before me on this \_\_\_\_\_ day of April 2017 by Britton Banowsky, being sworn on his oath that he is an individual residing in the City of Dallas, Dallas County, Texas. Given under my hand and seal of office this April \_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public  
State of Texas

This instrument was acknowledged before me on this \_\_\_\_\_ day of April 2017 by Clay Jenkins, being sworn on his oath that he is an individual residing in Dallas County, Texas. Given under my hand and seal of office this April \_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public  
State of Texas

This instrument was acknowledged before me on this \_\_\_\_\_ day of April 2017 by Theresa Daniel, being sworn on her oath that she is an individual residing in Dallas County, Texas. Given under my hand and seal of office this April \_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public  
State of Texas

This instrument was acknowledged before me on this \_\_\_\_\_ day of April 2017 by Linda McMahon, being sworn on her oath that she is an individual residing in Dallas County, Texas. Given under my hand and seal of office this April \_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public  
State of Texas

## **EXHIBIT B**

### **BYLAWS OF THE DALLAS AREA PARTNERSHIP TO END AND PREVENT HOMELESSNESS LOCAL GOVERNMENT CORPORATION**

#### **ARTICLE 1**

##### **Name, Offices, and Purposes**

**1.1 Name.** The name of the corporation is the Dallas Area Partnership to End and Prevent Homelessness Local Government Corporation (the “Corporation”).

**1.2 Offices.** The Corporation may have, in addition to its registered office, offices at such places as the Board of Directors may from time to time determine or as the activities of the Corporation may require.

**1.3 Purposes.** The Corporation shall be incorporated to aid and to act on behalf of the City of Dallas (the “City”) and Dallas County (the “County”) to accomplish their governmental purpose; namely to develop strategies, policies, and priorities to address homelessness, and to advise the entities represented by the Board members as well as the TX-600 Dallas City & County/Irving Continuum of Care (“CoC”), and the lead agency of the CoC, which is currently Metro Dallas Homeless Alliance, as to these strategies, policies and priorities.

The goals and purposes of the Corporation are as follows:

- a. Review all federal and local plans related to homelessness, and develop clear policy recommendations and objective processes to measure the effectiveness of new and existing policies in ending and preventing homelessness.
- b. Be a knowledgeable and effective advocate for the proposed policies.
- c. Coordinate homelessness efforts among the entities represented on the Corporation’s Board to increase efficiency and effectiveness of the entities’ programs.
- d. Hold accountable entities represented on the Corporation’s Board, housing and service providers, the CoC board of directors, and the CoC lead agency for progress in implementing the recommended policies and ending and preventing homelessness.
- e. Raise capital to support policy goals, as needed.
- f. Prepare annual written reports detailing progress to date and goals for the future.
- g. Coordinate with advisory groups.
  - a. The first group will be comprised of employees of the entities and organizations represented by the Board members.
  - b. The board will also coordinate with any citizen homelessness advisory board created by the City and/or County. The Corporation may create additional advisory groups at its discretion.

To accomplish said goals and purpose, the Corporation shall be authorized to:

- a. Contract with persons and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
- b. Acquire and hold title to real property and interests in real property;
- c. Accept funds and property appropriated by the City and the County and by other entities;
- d. Apply for grants of funds, services, and things of value and accept awards of such grants;
- e. Accept donations of funds, services and things of value;
- f. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the City Council of the City and the Commissioners Court of the County, as evidenced by an ordinance, order or resolution approved by both; and
- g. Engage in other lawful activities to accomplish the governmental purpose stated above.

## **ARTICLE 2**

### **Board of Directors**

**2.1 Management.** Subject to the Articles of Incorporation, management of the affairs of the Corporation shall be vested in the directors, who together constitute the Board of Directors (the “Board”). The qualifications of the directors, as well as the procedures for their appointment and removal, shall be prescribed by the Articles of Incorporation.

**2.2 Annual Meetings.** The Board shall meet at least annually at a time and place in the City or County designated by resolution of the Board. Failure to hold an annual meeting at the designated time or place shall not work a dissolution of the Corporation nor impair the powers, rights, and duties of the Corporation’s directors and officers.

**2.3 Regular Meetings.** The Board may provide for regular meetings by resolution stating the time and place of such meetings.

**2.4 Special Meetings; Emergency Meetings.** Special and emergency meetings of the Board shall be held whenever called by the Chair of the Board or by a majority of the directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, electronic transmission (e.g., facsimile transmission or electronic mail), or mail at least three (3) days before the meeting to each director. Notice of each emergency meeting shall also be given in the manner required under Chapter 551, Texas Government Code (the “Open Meetings Act”). For purposes of these Bylaws, an “emergency meeting” is a meeting of the Board to consider a circumstance that, in the absence of immediate action by the Board, may have a material, adverse impact upon the Corporation or the homeless population of the City or County. The person(s) calling the special or emergency meeting shall provide the Secretary of the Corporation with a statement of the reason(s) for the meeting, which statement shall be included in the notice of the meeting.

**2.5 Notice of Meetings of the Board.** The Board shall meet in accordance with and file notice of each meeting of the Board in the same manner as required of the Dallas City Council and the



Dallas County Commissioners Court under the Open Meetings Act. Notice of each meeting shall be posted by the Dallas City Secretary and the Dallas County Clerk at the same location or locations notice of each City Council and Commissioners Court meeting is posted. Additional notice of each meeting may be posted at one or more other locations.

**2.6 Manner of Conducting Meetings.** At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board the Chair shall preside, and in the absence of the Chair, the Vice Chair shall preside. In the absence of the Chair and the Vice Chair, an acting presiding officer shall be chosen by the Board from among the directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

**2.7 Quorum.** A majority of the Board shall constitute a quorum. If at any meeting of the Board there is less than a quorum present, business of the Board shall not be conducted. The act of a majority of the directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

**2.8 Committees.** The Board may, by resolution passed by a majority of the directors, designate three (3) or more directors to constitute an executive committee or other type of committee. To the extent provided in the authorizing resolution, a committee shall have and may exercise all of the authority of the Board in the management of the Corporation, except where action of the Board is specified by statute. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board.

**2.9 Compensation.** No part of the income or revenues of the Corporation shall ever be paid to or inure to the benefit of any director except for reimbursement of actual expenses incurred in connection with the business affairs of the Corporation, and no such reimbursement of expenses shall be made unless approved by the Board.

**2.10 Duties.** Directors shall discharge their duties in good faith, with ordinary care, and in a manner each director reasonably believes to be in the Corporation's best interests. In this context, "ordinary care" means the care that ordinarily prudent persons in similar positions would exercise under similar circumstances. In discharging their duties, directors may rely in good faith on information, opinions, reports, or analyses, including financial data, prepared or presented by persons reasonably appearing to be qualified in such matters. A director is not relying in good faith if he or she has knowledge that renders such reliance unwarranted or unreasonable. Directors are not

deemed to have the duties of trustees of a trust with respect to the Corporation or with respect to property held or administered by the Corporation, including property subject to restrictions imposed by a donor or other transferor of the property.

### **ARTICLE 3**

#### **Officers**

**3.1 Titles and Term of Office.** The officers of the Corporation shall be the President/Chair, the Vice President/Vice Chair, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint as described in section 3.6 below. One person may hold the position of one or more offices for the Corporation except that the Chair may not also hold the office of Secretary. Except as otherwise indicated in Sections 3.2 and 3.3 below, the term of office for each officer shall be two years commencing with the date of the meeting of the Board at which each such officer is elected. Officers may be re-elected.

#### **3.2 President/Chair.**

(a) The President and Chair of the Board (“Chair”) shall be selected as provided by the Articles of Incorporation. In conformance with the Articles of Incorporation, from formation of the Corporation until September 30, 2018, there will be two Co-Presidents and Co-Chairs of the Board, and on and after October 1, 2018 there will be one President/Chair. From formation of the Corporation until September 30, 2018, all references in these bylaws to the “Chair” or “President” shall refer to the Co-Chairs, and any action or authority of the “Chair” or “President” shall refer to the joint action and joint authority of the Co-Chairs.

(b) The Chair shall preside at all meetings of the Board. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the Chair may, upon authorization by resolution of the Board, sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, contracts, and other instruments of any kind in the name of the Corporation.

#### **3.3 Vice President/Vice Chair.**

(a) Prior to October 1, 2018, the Vice President/Vice Chair of the Board shall be elected in conformance with Section 3.1. On and after October 1, 2018, the Vice President and Vice Chair of the Board (“Vice Chair”) shall be selected as provided by the Articles of Incorporation.

(b) The Vice Chair shall perform the duties and exercise the powers of the Chair upon the Chair’s death, absence, disability, or resignation, or upon the Chair’s inability to perform the duties of his or her office. Any action taken by the Vice Chair in the performance of the duties of the Chair shall be conclusive evidence of the absence or inability to act of the Chair at the time such action was taken.

**3.4 Secretary.** The Board shall appoint the Secretary of the Corporation to keep the minutes of the meetings of the Board in one or more books provided for that purpose, see that all notices are

duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the Corporation records, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board or the Chair. The Secretary of the Corporation shall serve at the discretion of the Board, and may be removed as Secretary by the Board at any time, with or without cause.

**3.5 Treasurer.** The Board shall appoint the Treasurer of the Corporation, who shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation for any source whatsoever, deposit all such monies in the name of the Corporation in such banks as shall be selected in accordance with the provisions of these Bylaws, and in general perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Chair or by the Board. The Treasurer of the Corporation shall serve at the discretion of the Board, and may be removed as Treasurer by the Board at any time, with or without cause.

**3.6 Other Officers.** The Board may appoint other officers of the Corporation and other authorized representatives of the Corporation, who shall have the powers and duties as may be delegated by the Board. Such additional officers and authorized representatives shall serve at the discretion of the Board, and may be removed by the Board at any time, with or without cause.

## **ARTICLE 4**

### **Contracts; Financial Matters; Seal**

**4.1 Fiscal Year.** The fiscal year of the Corporation shall commence on October 1 and end on September 30 each year.

**4.2 Contracts.** The Board may authorize any officer or officers or agent or agents of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**4.3 Deposits.** All funds of the Corporation shall be deposited to the credit of the Corporation in a state or national bank or other federally insured depository institution selected by the Board, subject to and in accordance with the requirements of Chapter 105, Texas Local Government Code and, as applicable, the Public Funds Investment Act, Chapter 2256, Texas Government Code.

**4.4 Payment of Funds.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Secretary or Treasurer and countersigned by the Chair.

**4.5 Audits.** The Board shall cause to be maintained a proper and complete system of records and accounts of all transactions, business, and affairs of the Corporation. Within a reasonable time after the end of each fiscal year, the Board shall cause the preparation of a financial statement for

the Corporation, which shall be audited by an independent certified public accountant or firm of independent certified public accountants retained by the Board for such purpose.

**4.6 Books and Records.** The Corporation shall keep correct and complete books and records of accounts and shall also keep minutes of the proceedings of its Board. All books and records may be inspected by representatives of the City and the County at any reasonable time.

**4.7 Seal.** The Board may but is not required to adopt a corporate seal in such form and to be used in such manner as may be approved by the Board.

## **ARTICLE 5 General Provisions**

**5.1 Supremacy of Articles of Incorporation.** These Bylaws are subject to and governed by the Articles of Incorporation.

**5.2 Amendment.** A proposal to alter, amend, or repeal these Bylaws may be made by the affirmative vote of a majority of the full Board at any meeting if notice of the proposed amendment is contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by the City Council of the City and Commissioners Court of the County to be effective.

**5.3 Effective Date.** These Bylaws shall be effective upon adoption by an affirmative vote of a majority of the directors at a meeting of the Board, provided that notice of the proposed adoption shall have been received by each director at least five business days before the said meeting.

**[Remainder of Page Intentionally Blank]**

## EXHIBIT C

### INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF DALLAS AND DALLAS COUNTY FOR THE CREATION OF A LOCAL GOVERNMENT CORPORATION TO END AND PREVENT HOMELESSNESS

#### PARTIES

This Interlocal Agreement (“Agreement”) is entered into by the City of Dallas, a Texas home rule municipal corporation and political subdivision of the State of Texas (“City”) and Dallas County, a political subdivision of the State of Texas (“County”).

#### RECITALS

City and County desire and intend to create a local government corporation (the “Corporation”) to develop strategies, policies, and priorities to address homelessness, and to advise the entities represented by the Board members as well as the TX-600 Dallas City & County/Irving Continuum of Care (“CoC”), and the lead agency of the CoC, which is currently Metro Dallas Homeless Alliance, as to these strategies, policies and priorities.

The authority to create this Corporation exists pursuant to the Texas Local Government Code, Chapter 394. City and County are authorized to enter into this Agreement through the Texas Constitution, Article 3, Section 64, and “The Interlocal Cooperation Act,” Texas Government Code, Chapter 791.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is acknowledged, City and County agree to the terms and conditions stated in this Agreement as follows:

1. **Purpose and Scope**. The purpose of this Agreement is to set forth the terms and conditions under which City and County shall create the Corporation. The goals and purposes of the Corporation are as follows:
  - a. Review all federal and local plans related to homelessness, and develop clear policy recommendations and objective processes to measure the effectiveness of new and existing policies in ending homelessness.
  - b. Be a knowledgeable and effective advocate for the proposed policies.
  - c. Coordinate homelessness efforts among the entities represented on the Corporation’s Board to increase efficiency and effectiveness of the entities’ programs.
  - d. Hold accountable entities represented on the Corporation’s Board, housing and service providers, the CoC board of directors, and the CoC lead agency for progress in implementing the recommended policies and ending homelessness.
  - e. Raise capital to support policy goals, as needed.

- f. Prepare annual written reports detailing progress to date and goals for the future
  - g. Coordinate with advisory groups
    - i. The first group will be comprised of employees of the entities and organizations represented by the Board members.
    - ii. The board will also coordinate with any citizen advisory board created by the City and/or the County.
    - iii. The Corporation may create additional advisory groups at its discretion.
2. **Term.** The term of this Agreement begins upon execution by both parties and continue through September 30, 2018, unless sooner terminated as provided herein.
3. **Entire Agreement.** All oral and written agreements between the Parties to this Agreement relating to the Corporation that were made prior to the execution of this Agreement, including the applicable terms of the Agreement, have been reduced to writing and are contained in this Agreement.
4. **Amendments.** Either Party may propose an Amendment to this Agreement. An Amendment to this Agreement is effective only when approved by the governing bodies of both Parties and fully executed by both Parties.
5. **Approval of Incorporation.** The Parties agree to work together to form the Corporation, including acceptance by the Parties of an application for incorporation as required by Section 394.012 of the Texas Local Government Code, and approval by ordinance, resolution, or order of the governing body of each Party of the formation of the Corporation, including approval of the articles of incorporation and bylaws.
6. **Board Members.** The Parties agree that the Corporation should have a 13-member board of directors consisting of the following persons:
- 1) City of Dallas Mayor nominee
  - 2) Dallas County Judge nominee
  - 3) U.S. Department of Veterans Affairs representative
  - 4) Housing Authority of the City of Dallas representative
  - 5) The Real Estate Council representative
  - 6) Apartment Association of Greater Dallas representative
  - 7) Local philanthropic representative nominated by the City of Dallas Mayor
  - 8) Local philanthropic representative nominated by the Dallas County Judge
  - 9) Parkland Health & Hospital System representative
  - 10) North Texas Behavioral Health Authority representative
  - 11) Current Continuum of Care lead agency board chair or CoC board chair
  - 12) A representative of an independent school district in Dallas County
  - 13) A representative of a public safety organization in Dallas County

Directors shall be officers or C-Suite leaders of the organizations they represent.

Directors 1, 3, 4, 5, 7, and 11 (as numbered above) and their successors will be nominated by the Mayor of the City of Dallas and will be confirmed by the City Council. Directors 2, 6, 8, 9, and 10 (as numbered above) and their successors will be nominated by the Dallas County Judge and confirmed by the Commissioner's Court. Directors 11 and 12 (as numbered above) will be nominated by the Chair of the Board and confirmed by the Board.

Directors shall serve staggered terms of two years. Directors 1-6 (as numbered above) serve terms which will end on September 30 of each even-numbered year. These Directors' initial terms will end on September 30, 2020. Directors 7-13 serve terms which will end on September 30 of each odd-numbered year. These Directors' initial terms will end on September 30, 2019. The eleven initial Directors nominated by the Mayor and County Judge are named in Article IX herein, and approval of these Articles of Incorporation by the City Council and Commissioner's Court is also confirmation of the initial Directors.

Each subsequent Director, a majority of whom must reside in the City and the County, shall serve for a term of two years or until his or her successor is appointed, unless such Director has been appointed to fill an unexpired term, in which case the term of such Director shall expire on the expiration date of the term of the Director who he or she was appointed to replace. Initial Directors and succeeding Directors may serve up to three consecutive terms.

Directors 1 and 2 will serve as co-chairs of the Board until September 30, 2018. Thereafter, Directors 1 and 2 will alternate two-year terms as chair and vice chair of the Board, with the order of service determined by vote of the Board.

7. **Insurance.** City and County acknowledge and agree that each Party is self-insured and will require that the Corporation maintain coverage deemed necessary by the Parties' risk managers.
8. **Financial Contributions.** City and County each agree to pay one half of the Corporation's operating costs during the term of this Agreement that are not covered by other sources of revenue, up to a maximum payment by each Party not to exceed \$50,000.00 for a total combined payment of \$100,000.00. The expectation of the Parties is that the Corporation will seek fundraising opportunities, such as private and corporate donations as well as available grant funding, to cover all future operating costs.
9. **City and County Cooperation.** City and County each agree to fully cooperate and act to ensure that Corporation is able to carry out the goals and purposes identified in Section 1, including but not limited to making available employees for the advisory group described in Section 1(g), making space available for Corporation meetings or meetings of the advisory groups, and timely posting Corporation meeting notices in conformance with the Texas Open Meetings Act.
10. **Termination of Agreement.** If (i) at any point it becomes clear that the Parties cannot agree on the terms of the Corporation's articles of incorporation or bylaws, (ii) either Party's governing body fails to approve this Agreement, formation of the Corporation, or the articles of incorporation or bylaws, or (iii) the governing body of either Party fails to

appropriate funding for the Corporation's operating costs in the full amount described in Section 8 prior to or simultaneously with approval of the articles of incorporation or bylaws of the Corporation, then either Party may terminate this Agreement on 10 days written notice to the other Party. Either Party may terminate this Agreement, with or without cause, on 60 days' written notice to the other Party.

11. **Monitoring.** Parties agree that they will monitor the Corporation to ensure that its operations meet or exceed the expectations of its intended purpose. The Corporation will give Parties access to and the right to examine all books, accounts, records, reports, files and other papers, things or property belonging to or in use by the Corporation at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by the Corporation and for any additional time period that the records are retained by the Corporation.
12. **Dissolution of Corporation.** Upon the dissolution or other termination of the existence of the Corporation, assets of the Corporation will be divided equally between the Parties.
13. **Requirements.** Except as otherwise specifically noted herein, any notice required or permitted to be given under this Agreement by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this Section 13, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address hereinafter specified.

The address of County for all purposes under this Agreement shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The address of the City for all purposes under this Agreement shall be:

T.C. Broadnax  
City Manager  
1500 Marilla  
Dallas, TX 75201

With copy to:

Robin Bentley  
Assistant City Attorney  
1500 Marilla, 7DN  
Dallas, TX 75201



Each Party may change the address for notice to it by giving written notice of the change.

14. **Third party Beneficiary.** This Agreement sets out the agreements and obligations between City and County only, and no provision in this Agreement creates any rights in any person or entity that is not a party to this Agreement. The rights to performance in this Agreement are only enforceable by City and County.
15. **Legal Authority.** The person or persons signing this Agreement on behalf of each Party warrant that he, she or they have been duly authorized by their respective entities to sign this Agreement on behalf of the entity and to bind the entity validly and legally to all terms, performances, and provisions in this Agreement. Each Party warrants that the Party possesses the legal authority to enter into this Agreement and to perform the services that Party has obligated itself to perform under this Agreement.
16. **Applicable laws.** This Contract is made subject to the provisions of the Charter and Ordinances of City of Dallas, as amended, and all applicable legal terms and provisions of this Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Exclusive venue for any legal action between the parties arising from this Contract shall be in Dallas, Dallas County, Texas.
17. **Legal construction.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.
18. **Venue and Governing Law.** The obligations of the parties to this Agreement will be performed in Dallas, Dallas County, Texas, and if legal action is necessary in connection therewith, exclusive venue shall lie in Dallas County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.
19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
20. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
21. **Entire Agreement.** This Agreement embodies the complete understanding and agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters contained in this Agreement. Except as otherwise provided herein, this Agreement cannot be modified without written supplemental agreement of the parties.

EXECUTED to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by City signing by and through its City Manager, duly authorized to execute same by City Council Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, and by County, acting through its duly authorized officials, duly authorized to execute same by Commissioner's Court Order No. \_\_\_\_\_ adopted by the Commissioner's Court on \_\_\_\_\_.

**CITY OF DALLAS:**

T.C. Broadnax  
City Manager

**COUNTY OF DALLAS**

BY \_\_\_\_\_  
Assistant City Manager

BY \_\_\_\_\_  
Clay Lewis Jenkins  
Dallas County Judge

**APPROVED AS TO FORM:**

Larry E. Casto  
City Attorney

**APPROVED AS TO FORM:**

Faith Johnson  
District Attorney

BY \_\_\_\_\_  
Assistant City Attorney

BY \_\_\_\_\_  
Assistant District Attorney

**EXHIBIT D**

ORDINANCE NO. \_\_\_\_\_

An ordinance amending Chapter 2, “Administration,” of the Dallas City Code by amending Sections 2-147 thru 2-149; creating a citizen homelessness commission; providing for the commission’s purpose, membership, and meetings; providing the commission’s duties and functions; 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 Article XX, “Reserved,” of Chapter 2, “Administration,” of the Dallas City Code is retitled “Citizen Homelessness Commission.”

SECTION 2. That Article XX, “Citizen Homelessness Commission,” of Chapter 2, “Administration,” of the Dallas City Code is amended by adding the following:

**“SECTION 2-147. PURPOSE.**

The purpose of this commission is to assure participation from, and inclusion of, all stakeholders, including those with past or present experience with homelessness, in order to develop policy recommendations to ensure alignment of city services with regional services to enhance efficiency, quality, and effectiveness of the community-wide response to homelessness.

**SECTION 2-148. CREATED; MEMBERSHIP; TERMS; MEETINGS.**

(a) There is hereby created the citizen homelessness commission, which shall be an advisory body of 23 members, who must be approved by the full city council, and who will be appointed as follows:

- (1) 15 members by each city council member;
- (2) 6 members by Dallas County; and
- (3) 2 members by the city manager.

(b) The mayor shall appoint the chair, and the full city council shall appoint the vice-chair.

(c) Members of the commission must meet the following qualifications:

(1) two members must have past or present experience as a homeless person, and the city council may, after a review of the specific circumstances, waive disqualification under Section 8-1.4 of this code for these members;

(2) one member must be a representative from a faith-based organization; and

(3) the remaining members must be chosen from the general public.

(d) All members shall be appointed for an initial term to expire on September 30, 2019. Subsequent appointments will be made in September of each odd-numbered year for a two-year term beginning on October 1.

(e) The commission must meet at least once each month and may hold additional meetings at the call of the chair.

#### **SECTION 2-149. DUTIES AND FUNCTIONS.**

(a) The commission, in carrying out its purpose, shall act as an advisory body to the city manager and the city council and shall:

(1) advise the city manager and the city council on issues affecting homelessness;

(2) assist the city in evaluating new and existing programs;

(3) coordinate with other local and regional bodies addressing homelessness; and

(4) perform such other duties assigned by the city manager or city council.

(b) The city manager shall provide information and assistance to the commission in the performance of its duties and functions.”

SECTION 3. That Chapter 2 of the Dallas City Code 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 is continued in effect for that purpose.

SECTION 4. That any act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced in any action before the amendment or repeal of any ordinance, or

part thereof, shall not be affected or impaired by amendment or repeal of any ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if the amended or repealed ordinance, or part thereof, had remained in force.

SECTION 5. 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 6. 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:

LARRY E. CASTO, City Attorney

By \_\_\_\_\_  
Assistant City Attorney

Passed \_\_\_\_\_

**EXHIBIT E**

ORDINANCE NO. \_\_\_\_\_

An ordinance amending Chapter 2, “Administration,” of the Dallas City Code by amending Sections 2-147 thru 2-149; creating a citizen homelessness commission; providing for the commission’s purpose, membership, and meetings; providing the commission’s duties and functions; 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 Article XX, “Reserved,” of Chapter 2, “Administration,” of the Dallas City Code is retitled “Citizen Homelessness Commission.”

SECTION 2. That Article XX, “Citizen Homelessness Commission,” of Chapter 2, “Administration,” of the Dallas City Code is amended by adding the following:

**“SECTION 2-147. PURPOSE.**

The purpose of this commission is to assure participation from, and inclusion of, all stakeholders, including those with past or present experience with homelessness, in order to develop policy recommendations to ensure alignment of city services with regional services to enhance efficiency, quality, and effectiveness of the community-wide response to homelessness.

**SECTION 2-148. CREATED; MEMBERSHIP; TERMS; MEETINGS.**

(a) There is hereby created the citizen homelessness commission, which shall be an advisory body of 15 members. Each city council member shall appoint one member to the commission. The mayor shall appoint the chair, and the full city council shall appoint the vice-chair.

(b) Members of the commission must meet the following qualifications:

(1) two members must have past or present experience as a homeless person, and the city council may, after a review of the specific circumstances, waive disqualification under Section 8-1.4 of this code for these members;

(2) one member must be a representative from a faith-based organization; and

(3) twelve members must be chosen from the general public.

(c) All members shall be appointed for an initial term to expire on September 30, 2019. Subsequent appointments will be made in September of each odd-numbered year for a two-year term beginning on October 1.

(d) The commission must meet at least once each month and may hold additional meetings at the call of the chair.

**SECTION 2-149. DUTIES AND FUNCTIONS.**

(a) The commission, in carrying out its purpose, shall act as an advisory body to the city manager and the city council and shall:

- (1) advise the city manager and the city council on issues affecting homelessness;
- (2) assist the city in evaluating new and existing programs;
- (3) coordinate with other local and regional bodies addressing homelessness; and
- (4) perform such other duties assigned by the city manager or city council.

(b) The city manager shall provide information and assistance to the commission in the performance of its duties and functions.”

SECTION 3. That Chapter 2 of the Dallas City Code 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 is continued in effect for that purpose.

SECTION 4. That any act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced in any action before the amendment or repeal of any ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of any ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if the amended or repealed ordinance, or part thereof, had remained in force.

SECTION 5. 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 6. 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:

LARRY E. CASTO, City Attorney

By \_\_\_\_\_  
Assistant City Attorney

Passed \_\_\_\_\_

DRAFT



**KEY FOCUS AREA:** Public Safety  
**AGENDA DATE:** April 12, 2017  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Mayor and City Council  
**CMO:** T.C. Broadnax, 670-3297  
**MAPSCO:** N/A

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**SUBJECT**

Authorize the creation and implementation of a cite and release program with Dallas County in accordance with Texas Criminal Code Section 14.06 for Class A and B misdemeanor possession of marijuana and Class B criminal mischief, graffiti, theft, theft of service, contraband in correctional facility, and driving while license is invalid, effective October 1, 2017 - Financing: No cost consideration to the City (via Council Members Griggs, Medrano, Young, Clayton, Kingston)

**BACKGROUND**

This item is on the addendum to update and replace the original item that was deleted on the April 12<sup>th</sup> regular agenda.

In 2007, the 80<sup>th</sup> Texas Legislature passed House Bill 2391, which amended Texas Criminal Code Section 14.06, relating to the appearance of certain misdemeanor offenders before a magistrate. House Bill 2391 authorizes a peace officer charging a person with certain Class A or B misdemeanors to issue a citation with written notice of a later time and place to appear before the magistrate instead of taking the person immediately before the magistrate if that person resides in the county where the offense occurred. This described process is commonly referred to as cite and release.

House Bill 2391 enumerated these certain misdemeanors to include Class A and B possession of marijuana, and Class B criminal mischief, graffiti, theft, theft of service, contraband in correctional facility, and driving while license is invalid.

The Dallas Police Department through collaborative discussions and agreement with the Dallas County District Attorney's Office developed guidelines to implement cite and release for certain Class A and B misdemeanors that include: (1) having a valid state issued identification on the person charged; (2) having no prior convictions that would enhance the charge; (3) providing a thumbprint; (4) requiring the person charged to be 17 years of age or older; (5) requiring a signature on the citation; and (6) video recording the encounter from contact to release, when possible.

## **BACKGROUND** (continued)

At the January 6, 2016, City Council briefing, Council directed the City Manager to work with the other four counties within the City of Dallas (Collin, Denton, Kaufman, and Rockwall) to establish a cite and release pilot program that includes all five counties to further the City's goals of reducing the jail population for non-violent offenders.

This program would reduce the time officers spend on jail processing procedures, and improve response times by getting officers back into service quicker.

In February 2016, the Dallas Police Department met with the four counties (Collin, Denton, Kaufman, and Rockwall) to discuss establishing a cite and release pilot program with the City of Dallas for Class A and B misdemeanor possession of marijuana, and these four counties declined to participate.

On February 22, 2017, a five-signature memorandum requested that cite and release for all offenses listed in House Bill 2391 from the 80<sup>th</sup> Legislature be placed on the first available agenda.

In March 2017, the Dallas Police Department again contacted the four counties (Collin, Denton, Kaufman, and Rockwall), all of which continue to respectfully decline participation in a cite and release program.

Additionally, Dallas Police Department contacted Dallas County about including Class B criminal mischief, graffiti, theft, theft of service, contraband in correctional facility, and driving while license is invalid in the cite and release program and they declined.

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

Information about this item was provided to the Public Safety Committee on December 8, 2015, and to City Council on January 6, 2016.

On March 23, 2016, City Council voted on a resolution for the Dallas Police Department to implement a cite and release pilot program with Dallas County for Class A and B misdemeanor possession of marijuana. The item failed.

## **FISCAL INFORMATION**

No cost consideration to the City.

April 12, 2017

**WHEREAS**, the 80<sup>th</sup> Texas Legislature passed House Bill 2391, which amended Texas Criminal Code Section 14.06, relating to the appearance of certain misdemeanor offenders before a magistrate; and

**WHEREAS**, House Bill 2391 authorizes a peace officer charging a person with certain Class A or B misdemeanors to issue a citation with written notice of a later time and place to appear before the magistrate instead of taking the person immediately before the magistrate if that person resides in the county where the offense occurred (“cite and release”); and

**WHEREAS**, House Bill 2391 enumerated these certain misdemeanors to include Class A and B possession of marijuana and Class B criminal mischief, graffiti, theft, theft of service, contraband in correctional facility, and driving while license is invalid; and

**WHEREAS**, the Dallas Police Department through collaborative discussions and agreement with the Dallas County District Attorney’s Office developed guidelines to implement cite and release for certain Class A and B misdemeanors that include: (1) having a valid state issued identification on the person charged; (2) having no prior convictions that would enhance the charge; (3) providing a thumbprint; (4) requiring the person charged to be 17 years of age or older; (5) requiring a signature on the citation; and (6) video recording the encounter from contact to release, when possible; and

**WHEREAS**, the City Council’s Public Safety Committee and the City Council have been previously briefed about the history of House Bill 2391; options and process for implementing a cite and release program with Dallas County for certain Class A and B misdemeanors; and the goals of a cite and release program; and

**WHEREAS**, the City Council previously directed the City Manager to work with the other four counties within the City of Dallas (Collin, Denton, Kaufman, and Rockwall) to establish a cite and release program that includes all five counties to further the City’s goals of reducing the jail population for non-violent offenders, reducing the time officers spend on jail processing procedures, and improving response times by getting officers back into service quicker; and

**WHEREAS**, in March 2017, the Dallas Police Department again contacted the four counties (Collin, Denton, Kaufman, and Rockwall), all of which continue to respectfully decline participation in a cite and release program; and

April 12, 2017

**WHEREAS**, because the City Council still seeks to further the goals of reducing the jail population for non-violent offenders, reducing the time officers spend on jail processing procedures, and improving response times by getting officers back into service quicker, a cite and release program with Dallas County for Class A and B misdemeanor possession of marijuana and Class B criminal mischief, graffiti, theft, theft of service, contraband in correctional facility, and driving while license is invalid is in the best interest of the City of Dallas and its citizens.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager is directed to implement a cite and release program with Dallas County in accordance with Texas Criminal Code Section 14.06 for Class A and B misdemeanor possession of marijuana.

**SECTION 2.** That the City Manager is directed to continue working with Dallas County to consider including additional cite and release offenses, including Class B criminal mischief, graffiti, theft, theft of service, contraband in correctional facility, and driving while license is invalid.

**SECTION 3.** That the cite and release program incorporates the guidelines developed with the Dallas County District Attorney's Office that include: (1) having a valid state issued identification on the person charged; (2) having no prior convictions that would enhance the charge; (3) providing a thumbprint; (4) requiring the person charged to be 17 years of age or older; (5) requiring a signature on the citation; and (6) video recording the encounter from contact to release, when possible.

**SECTION 4.** That the cite and release program with Dallas County shall take effect on October 1, 2017.

**SECTION 5.** That the City Manager is directed to continue working with all counties within the City of Dallas to implement a cite and release program to further the City's goals of reducing the jail population for non-violent offenders, reducing the time officers spend on jail processing procedures, and improving response times by getting officers back into service quicker.

**SECTION 6.** That, within six months after the cite and release program takes effect, the City Manager shall provide a report to City Council, including a statistical overview, of the effectiveness of the cite and release program.

**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.

Memorandum


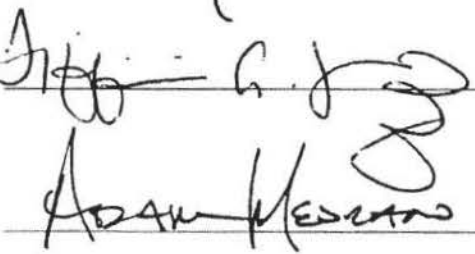
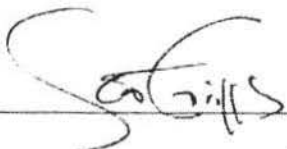

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CITY OF DALLAS

DATE: February 22, 2017  
TO: Honorable Mayor Michael S. Rawlings  
FROM: Philip T. Kingston  
SUBJECT: Cite and Release

Please place Cite and Release for all offenses listed in HB 2391 from the 80<sup>th</sup> Legislature on the first available voting agenda.

  
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**KEY FOCUS AREA:** Clean, Healthy Environment  
**AGENDA DATE:** April 12, 2017  
**COUNCIL DISTRICT(S):** 3, 7, 9 10  
**DEPARTMENT:** Housing & Neighborhood Revitalization  
**CMO:** Theresa O'Donnell, 670-3309  
**MAPSCO:** 73A

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**SUBJECT**

Authorize **(1)** an amendment to the grant agreement (Grant No. TX0236L6T001507) between the City of Dallas and the U.S. Department of Housing and Urban Development (HUD) to add The Way Apartments, The Vineyards at Forest Edge Apartments, and The Vineyards at the Ranch Apartments as project sites to the grant agreement; **(2)** three Memorandums of Understanding (MOUs) between the City of Dallas and the three apartment property owners, MDL The Way LP herein referred to as The Way, Indigo JV LLC herein referred to as Forest Edge, and Stone Ranch Owner LLC herein referred to as The Ranch to provide project-based affordable housing to the Gateway to Permanent Supportive Housing Program, contingent upon approval of the amendment by HUD in Subject Number 1 for the term March 1, 2017 through December 31, 2017, with two twelve-month renewal options; and **(3)** execution of the amendment to the grant agreement and of the MOUs - Financing: No cost consideration to the City

**BACKGROUND**

The Way Apartments, Forest Edge Apartments, and The Ranch Apartments expressed an interest in partnering with the City of Dallas to provide housing units for program participants in the Comprehensive Homeless Services Program. Discussions were held between the City of Dallas and property management at each of the sites to determine if the property accommodates the project-based program needs. Tours were conducted at each of the properties and the apartment units. The properties were selected because of its capacity to house program participants, amenities comparable to the current site, and close proximity to bus lines. Units at each property will be required to meet Housing Quality Standards. Each of the properties will commit up to 25 units at their respective sites. The Way Administrative Office is located at 5301 Marvin D. Love Freeway, Dallas, TX 75232. The Forest Edge Administrative Office is located at 9669 Forest Lane, Dallas, TX 75243. The Ranch Administrative Office is located at 9350 Skillman, Dallas, TX 75243.

## **BACKGROUND** (continued)

The City of Dallas contacted the U.S. Department of Housing and Urban Development (HUD) to request guidance on the process to include The Way, Forest Edge, and The Ranch as additional project sites for the Gateway to Permanent Supportive Housing Program. HUD provided the following guidance: the City of Dallas must (1) document site control with additional sites via an MOU; the document will be binding upon HUD'S approval of the City's requested grant amendment (Grant No. TX0236L6T001507); (2) conduct an environmental review; and (3) amend the application to include the additional sites. This agenda item is the first step in the process to document site control by executing a separate MOU with each site for a total of three MOUs for the three sites . All of these documents will be submitted to HUD for review and approval. HUD will issue a grant amendment for execution between HUD and the City of Dallas once all documents have been reviewed and approved.

Each MOU outlines the City of Dallas' responsibilities as the service provider, and The Way, Forest Edge, and The Ranch as the property owners. City staff will continue to provide supportive services to all persons for whom rental payments are made. City staff will continue to partner with community agencies through non-financial agreements. Services include case management, drug treatment, medications, psychiatric counseling, legal aid, employment, and training classes. Clients/Tenants will continue to be referred to the program directly by homeless service providers and health professionals. Property management staff carry out rent collections from clients paying a portion of their rent towards their own assistance; janitorial, maintenance, repair, and other related services for the safety and security of staff and clients. City staff will have offices at each complex and access to space for community meetings.

The City of Dallas has received funding for the Permanent Supportive Housing Grant since 2008 for project-based rental assistance and case management for chronically homeless persons. Under the grant agreement, the program will pay rent and utilities for 70 chronically homeless persons annually. Rental payments will be made directly to the apartment complex based on rent reasonableness and the Fair Market Rent (FMR) rate as determined by HUD. Clients/Tenants are eligible to receive rental assistance permanently depending on the client's need.

Program participants must sign a minimum of a one-year lease agreement under project-based housing. Lease must also comply with other HUD requirements. All clients are expected to be housed by October 1, 2017. Grant funds may be used to assist with moving costs for those clients requiring moving assistance.



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

On May 14, 2014, City Council authorized an amendment to the grant agreement between the City of Dallas and HUD to add Eban Village as a project site and approve a Memorandum of Understanding between the City and Eban Village by Resolution No. 14-0750.

On August 13, 2014, City Council authorized acceptance of a Continuum of Care Permanent Supportive Housing Grant to provide rental assistance and case management for single homeless persons by Resolution No. 14-1217.

On August 12, 2015, City Council authorized acceptance of a Continuum of Care Permanent Supportive Housing Grant to provide rental assistance and case management for single homeless persons by Resolution No. 15-1364.

On August 24, 2016, City Council authorized acceptance of a Continuum of Care Permanent Supportive Housing Grant to provide project-based rental assistance and case management for single homeless persons by Resolution No. 16-1328.

City Council will be briefed by memorandum regarding this matter on March 31, 2017.

## **FISCAL INFORMATION**

No cost consideration to the City.

April 12, 2017

**WHEREAS**, there is a need to assist single chronically homeless persons by providing rental assistance, in conjunction with support services, to break the cycle of homelessness; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) provides for the distribution of Permanent Supportive Housing Grant funds to assist the homeless with rental assistance; and

**WHEREAS**, HUD has executed the FY 2015 grant agreement for the Continuum of Care Grant funds totaling \$802,120 for this program; and

**WHEREAS**, The City of Dallas desire to enter into a Memorandum of Understanding with The Way Apartments, The Vineyards at Forest Edge Apartments, and The Vineyards at the Ranch Apartments.

**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 **(1)** amend the grant agreement (Grant No. TX0236L6T001507) between the City of Dallas and the U. S. Department of Housing and Urban Development (HUD) to add The Way Apartments, The Vineyards at Forest Edge Apartments, and The Vineyards at the Ranch Apartments as project sites to the grant agreement; and **(2)** enter into three Memorandums of Understanding (MOUs) with the three apartment property owners, MDL The Way LP herein referred to as The Way, Indigo JV LLC herein referred to as Forest Edge, and Stone Ranch Owner LLC herein referred to as The Ranch to provide project-based affordable housing to the Gateway to Permanent Supportive Housing Program, contingent upon approval of the amendment by HUD in Subject Number 1 for the term March 1, 2017 through December 31, 2017, with two twelve-month renewal options.

**SECTION 2.** That the City Manager is hereby authorized to execute all agreements and provide additional information and make adjustments to take other actions relating to these budgets as may be necessary in order to satisfy HUD requirements.

**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.

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 12, 2017  
**COUNCIL DISTRICT(S):** 14  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Majed Al-Ghafry, 670-3302  
**MAPSCO:** 45F K

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**SUBJECT**

An ordinance granting a private license to Arts District Properties, Ltd., for the use of a total of approximately 15,694 square feet of land to install, maintain, and utilize landscape with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights along portions of Pearl, Flora, and Olive Streets rights-of-way, near their intersection - Revenue: \$600 one-time fee, plus the \$20 ordinance publication fee

**BACKGROUND**

This item was on the addendum because additional review time was required. This item grants a private license to Arts District Properties, Ltd., for the use of a total of approximately 15,694 square feet of land to install, maintain and utilize landscape with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights along portions of Pearl, Flora, and Olive Streets rights-of-way, near their intersection. The use of this area will not impede pedestrian or vehicular traffic.

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

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

Information about this item was provided to the Economic Development Committee on March 20, 2017.

On March 22, 2017, this item was deferred by Councilmember Philip T. Kingston.

**FISCAL INFORMATION**

Revenue - \$600 one-time fee, plus the \$20 ordinance publication fee

**OWNER**

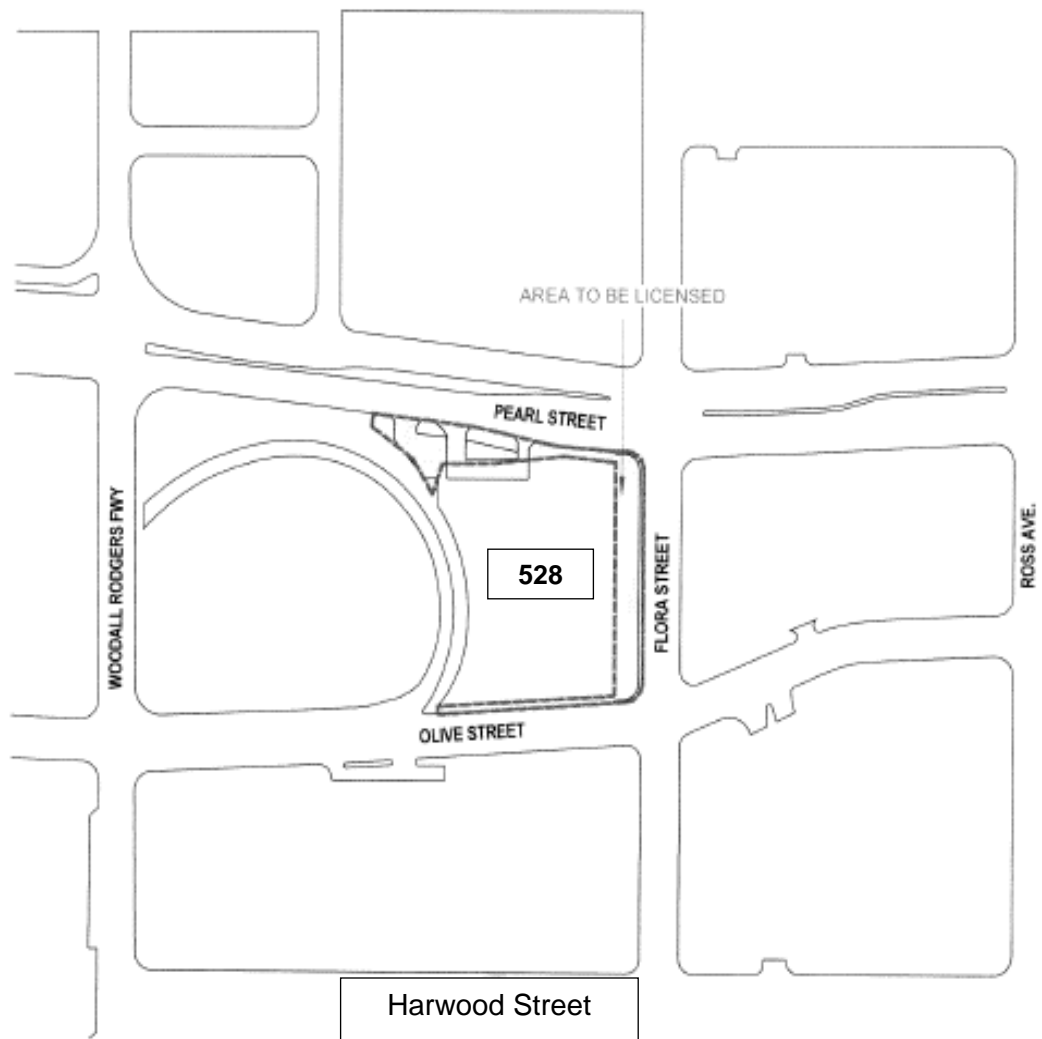
**Arts District Properties, Ltd.**

Metroarts Corporation, General Partner

Graham Greene, President

**MAP**

Attached.



1 VICINITY MAP  
1" = 160'-0"

 LICENSING AREA



ATELIER | FLORA LOFTS  
219420179

LANDSCAPE LICENSE PLAN  
1" = 160'-0"



**ORDINANCE NO. \_\_\_\_\_**

An ordinance granting a private license to Arts District Properties, Ltd. to occupy, maintain and utilize a portion of Pearl, Flora, and Olive Streets rights-of-way located near its intersection of Pearl, Flora, and Olive Streets adjacent to City Block 528 within the limits hereinafter more fully described, for the purpose of installing and maintaining landscaping with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights; providing for the terms and conditions of this license; providing for the one-time fee compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

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

**SECTION 1.** That a private license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to Arts District Properties, Ltd., a Texas limited partnership its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tract of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

**SECTION 2.** That this license is granted for a term of forty (40) years, unless sooner terminated according to other terms and provisions herein contained.

**SECTION 3.** That **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **SIX HUNDRED (\$600.00) DOLLARS**, for the license herein granted, said sum to be paid prior to the final passage of this ordinance and shall cover the consideration for the license term, in accordance with special fees established by Section 43-115.1 of the Dallas City Code. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in Fund 0001, Department DEV, Unit 1181, Revenue Source 8200. In the event **GRANTEE’s** check for the license fee

is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10% a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

**SECTION 4.** That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: installation, maintenance of landscaping with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights.

**SECTION 5.** That this license is subject to the provisions set forth in EXHIBIT B, attached hereto and made a part hereof.

**SECTION 6.** That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right by resolution duly passed by said Governing Body, to terminate and cancel this license upon giving **GRANTEE** sixty (60) days notice of its intent to cancel. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts. **GRANTEE** shall have the right of cancellation upon giving the City of Dallas sixty (60) days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed areas at **GRANTEE's** expense. Failure to do so shall subject **GRANTEE** to the provisions contained in EXHIBIT B, Subsection (a). All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.



**SECTION 7.** That the license is subject to the following conditions, terms and reservations:

- a) **GRANTEE** shall provide a minimum five feet (5') of unobstructed sidewalk along license area eliminating line of sight of trees too close to driveways; and
- b) **GRANTEE** shall not cause any items to be installed within eighteen inches (18") of the existing curb along license area. If designed concrete, pavers or other specialty material are used for the sidewalk installation, the **GRANTEE** must not place said materials within eighteen inches (18") of the curb unless they are installed to be easily removed or to allow sign post/meter poles to be placed. **GRANTEE** shall provide that no parking meters and on-street parking are removed or obstructed from use; and
- c) **GRANTEE** shall not prohibit, impede, or reduce: (i) the number of available on-street parking spaces; (ii) the public's ability to on-street park; and (iii) the City of Dallas' ability to install or replace new or used parking meters, or governmental signage; and
- d) **GRANTEE** shall (i) adhere to and comply with the Texas Accessibility Standard Requirements administered by the Texas Department of Licensing and Regulation and Americans with Disability Act (TDLR/ADA) requirements, and (ii) submit plans identifying an accessible path along license area to show that the TDLR/ADA required slopes, clearances, surface finishes and other pathway clearances are achieved; and
- e) **GRANTEE** shall submit plans for City review and approval which clearly shows and labels existing and proposed sidewalks and barrier-free ramps; and which show that there is an unobstructed, ADA compliant, pedestrian path on all street frontages within the rights-of-way subject of this license; and

- f) **GRANTEE** acknowledges existing and proposed water and wastewater mains are or are to be located in the license area and **GRANTEE** shall obtain approval from Dallas Water Utilities prior to any construction or installation of ~~not construct in, or install~~ landscaping trees ~~within 10' from~~ near said water and wastewater locations. Alternatively, **GRANTEE** shall, at its cost and expense relocate the existing and/or proposed water and wastewater mains and meter vault; and
- g) **GRANTEE** shall meet design requirements as referenced by the Plan Development District (PDD) # 145 zoning for the Dallas Arts District, subject to compliance with Dallas City Code; and
- h) **GRANTEE** acknowledges Atmos has active facilities in the licensed area and **GRANTEE** shall be responsible to relocate said facilities if conflict exists.

**SECTION 8.** This license shall not become effective unless and until the execution of the Quitclaim Deed and Release of Access Restrictions has been conveyed to the city by the State of Texas as shown in Exhibit C.

**SECTION 9.** That upon the effectiveness of this ordinance, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a NOTICE OF LICENSE and to file same in the deed records of Dallas County, Texas. Additionally, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a cancellation of Notice of License upon termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

**SECTION 10.** That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

**SECTION 11.** That this license may not be assigned without prior written approval from the Director of Department of Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restriction and conditions contained in this ordinance.

The assignee shall deliver evidence of ownership of property abutting the licensed area and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.



**SECTION 12.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fees pursuant to Section 3 of this ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. 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 13.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

**APPROVED AS TO FORM:**

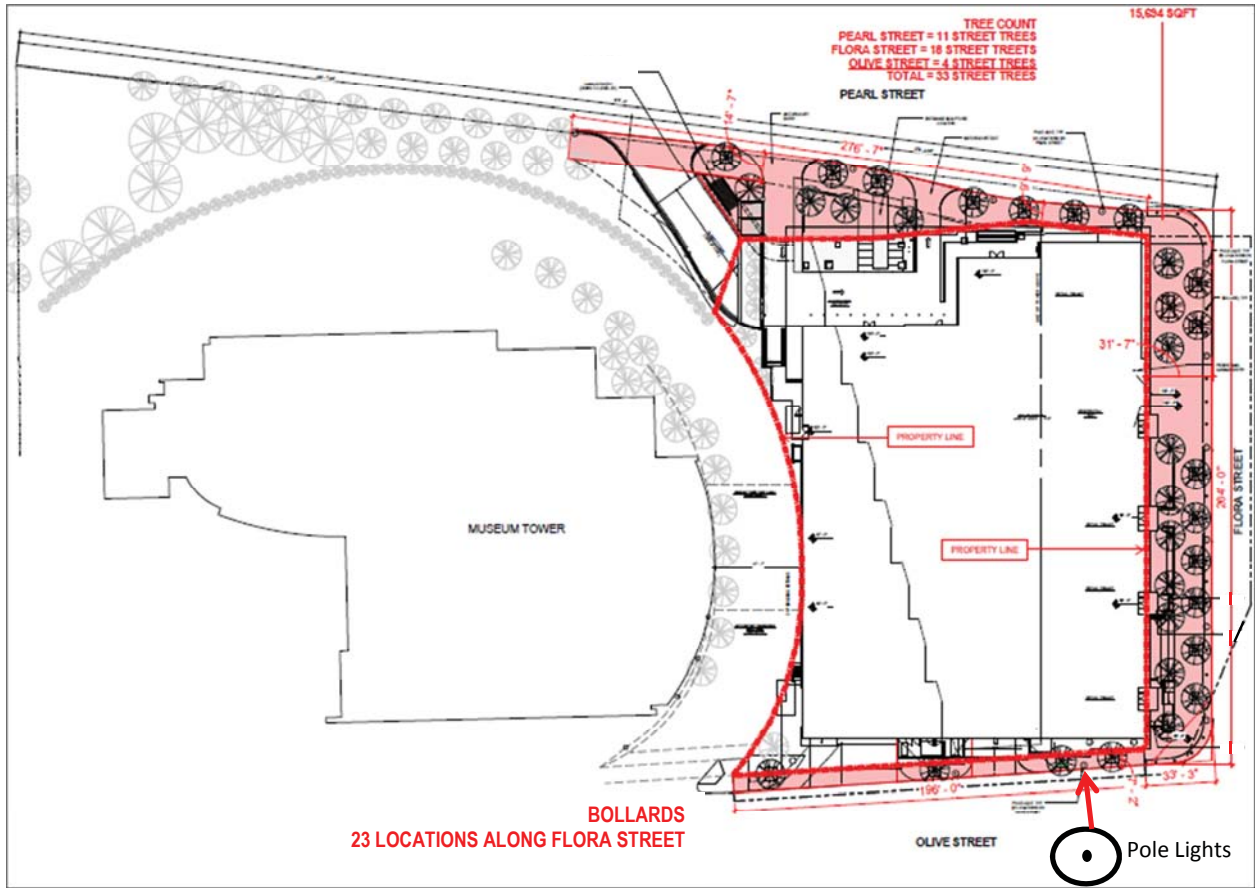
**LARRY E. CASTO**  
City Attorney

**DAVID COSSUM**  
Director of Department of Sustainable  
Development and Construction

BY  BY   
Assistant City Attorney Assistant Director





Passed \_\_\_\_\_.

# EXHIBIT A



## LEGEND

Streetscape elements areas approx. 15,694

-  Portions of Decorative Pavers and Landscape/Irrigation
-  Pole Lights = 11
-  Trees = 33
-  Bollards = 23

1

**EXHIBIT B  
COMMERCIAL ENTITY  
ADDITIONAL LICENSE PROVISIONS**

That this license is granted subject to the following additional conditions, terms and reservations:

- (a) That at such time as this license is terminated or canceled for any reason whatsoever, **GRANTEE**, upon orders issued by the City acting through the Director of Sustainable Development and Construction, or designee, shall remove all installations, improvements and appurtenances owned by it situated in, under or attached to the licensed area, and shall restore the premises to its former condition in accordance with the requirements of the Director of Sustainable Development and Construction at the sole cost of **GRANTEE**. In the event, upon termination of this license, **GRANTEE** shall fail to remove its installations, improvements and appurtenances and to restore the licensed area in compliance with orders issued by City, or such work is not done to the satisfaction of the Director of Sustainable Development and Construction, then in either event the City shall have the right to do all work necessary to restore said area to its former condition or cause such work to be done, and to assess the cost of all such work against **GRANTEE**; in neither event shall the City of Dallas be liable to **GRANTEE** on account thereof.
- (b) It is further understood that if and when the City of Dallas, in the exercise of its discretion, shall determine that the grade of any street, sidewalk or parkway should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the licensed area, and/or any of **GRANTEE's** installations and improvements thereon, any modifications or changes to **GRANTEE's** facilities in the licensed area or in construction or reconstruction of any public improvement attributable to **GRANTEE's** use of the licensed area and/or its installations and improvements thereon, shall be made at the sole expense of **GRANTEE** and to the satisfaction of the Director of Sustainable Development and Construction.
- (c) At such time as this license is granted, it is agreed, and a condition hereof, that **GRANTEE** shall procure and keep in full force and effect **Commercial General Liability Insurance** coverage issued by an insurance company authorized and approved by the State of Texas, acceptable to the City of Dallas and issued in the standard form approved by the Texas Department of Insurance. The insured provisions of this policy must name the City of Dallas as an additional insured protecting the City of Dallas against any and all claims for damages to persons or property as a result of or arising out of the use, operation and maintenance by **GRANTEE** of the licensed area and **GRANTEE's** installations, improvements, landscaping and equipment in connection therewith and located therein. The Commercial General Liability coverage must include, but not limited to, Premises/Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of not less than \$500,000 per occurrence and \$500,000 annual aggregate. This insurance shall also include coverage for underground, explosion and collapse hazards (i.e. not excluded). If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than

**EXHIBIT B  
COMMERCIAL ENTITY  
ADDITIONAL LICENSE PROVISIONS**

twelve (12) months following termination of this license and removal of the installations, improvements and appurtenances and restoration of the licensed area pursuant to paragraph (a) above. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this license. The City of Dallas reserves the right to review the insurance requirements set forth herein during the effective term of the license and to adjust insurance coverages and their limits when deemed necessary and prudent by the City of Dallas' Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the City of Dallas.

1. **GRANTEE** agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain and state, in writing, that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to Department of Sustainable Development and Construction.
  2. **GRANTEE** shall carry said insurance at its expense and shall furnish the City of Dallas proof of such insurance. In the event said insurance should terminate during the licensing term hereof, or **GRANTEE** fails to furnish proof of insurance coverage in accordance with the specifications as required by this section, the Director of Sustainable Development and Construction, or designee, may terminate the license granted herein.
- (d) **GRANTEE** is prohibited from using the licensed area in any manner which violates Federal, State or local laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation, those related to health, safety, noise, environmental protection, waste disposal and water and air quality, and shall provide satisfactory evidence of compliance upon the request of the City of Dallas. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the licensed area due to **GRANTEE's** use and occupancy thereof, **GRANTEE**, at its expense, shall be obligated to clean up the licensed area to the satisfaction of the City of Dallas and any governmental body having jurisdiction thereover. The City of Dallas may, at its option, clean the licensed area. If the City of Dallas elects to do so, **GRANTEE** shall promptly pay to the City of Dallas the reasonable cost of such cleanup upon receipt of bills therefore. **GRANTEE** agrees that the indemnity provisions contained in paragraph (g) herein shall be fully applicable to the requirements of this paragraph, in event of **GRANTEE's** breach of this paragraph, or as a result of any such discharge, leakage, spillage, emission or pollution arising out of the **GRANTEE's** use of the licensed area.
- (e) This license is subject to all State laws, the provisions of the Charter of the City of Dallas as it now exists, or may hereafter be adopted or amended, and the ordinances of the City of Dallas now in effect or those which may hereafter be passed or adopted. The City of Dallas shall have the right to increase or decrease the compensation to be charged for the use contemplated by this grant in

**EXHIBIT B  
COMMERCIAL ENTITY  
ADDITIONAL LICENSE PROVISIONS**

accordance with the provisions of the Dallas City Code as it now exists, or as may hereafter be adopted or amended.

- (f) The Governing Body of the City of Dallas reserves the right, at any time without notice, to terminate and cancel this license, by resolution, upon a finding by the Governing Body that this license is inconsistent with the public use of the property or whenever the purpose or use of the license is likely to become a nuisance and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City of Dallas shall not be held liable by reason thereof. The decision of the Governing Body of the City in this matter shall be final and binding upon all parties insofar as the City's determination as to whether the **GRANTEE's** use of this license constitutes a nuisance or is inconsistent with the public use of the property.
- (g) As a condition hereof, **GRANTEE** agrees and is bound to defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for bodily 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 the use, occupancy and maintenance of the licensed area or **GRANTEE's** installations and improvements within the licensed area, from any act or omission of any representative, agent, customer and/or employee of **GRANTEE**, or by **GRANTEE's** breach of any of the terms or provisions of this license, or by any negligent or strictly liable act or omission of **GRANTEE**, its officers, agents, employees or contractors in the use, occupancy and maintenance of **GRANTEE's** installations and improvements within the licensed area; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City of Dallas, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both the **GRANTEE** and the City of Dallas, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. This obligation to indemnify and defend shall also include any claim for damage that any utility or communication company, whether publicly or privately owned, may sustain or receive by reason of **GRANTEE's** use of the licensed area or **GRANTEE's** improvements and equipment located thereon. In addition to the foregoing, **GRANTEE** covenants and agrees never to make a claim of any kind or character whatsoever against the City of Dallas for damage of any kind that it may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any public improvement, utility or communication facility on the licensed area, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or wastewater mains or storm sewer facilities, regardless of whether such damage is due to

**EXHIBIT B  
COMMERCIAL ENTITY  
ADDITIONAL LICENSE PROVISIONS**

flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

- (h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.



# EXHIBIT C

County: Dallas  
Highway: State Highway Spur 366  
Control Section: 0196-07

Page 1 of 4  
August 1, 2016

**DESCRIPTION FOR TRACT 1  
A PART OF PEARL STREET  
0.0951 ACRE (4,141 SQ. FT.)  
SITUATED IN THE JOHN GRIGSBY SURVEY,  
ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 4,141 square foot tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Pearl Street (variable width right-of-way) and part of Lots 1, 2 and 3 of Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Page 274 and 275 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), also being part of that tract of land described as Tract No. 1, being an abandonment of a portion of Old Pearl Street-Munger Avenue (formerly Juliette Street, called 40-foot wide right-of-way, as recorded in said Hensley Addition), as described in City of Dallas Ordinance Number 17633, as recorded in Volume 82250, Page 1383, D.R.D.C.T., and being part of that tract of land described in Agreed Judgement Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at the most southeasterly northeast corner (not monumented) of said State of Texas tract, having Texas Coordinate System, NAD83, North Central Zone 4202 surface coordinates North=6,975,153.9036 feet, East=2,491,537.4263 feet;

- 1) THENCE South 44 degrees 13 minutes 56 seconds West, with the southeast line of said State of Texas tract, passing at a distance of 7.01 feet to the northeast line of Lot 1 of said Hensley Addition, and continuing for a total distance of 19.97 feet to the most southeasterly southeast corner of said State of Texas tract, from which a found "X" cut in concrete bears North 78 degrees 51 minutes 21 seconds West, a distance of 0.23 of a foot;
- 2) THENCE North 39 degrees 19 minutes 54 seconds West, with the southwest line of said State of Texas tract and over and across Lots 1 and 2 of said Hensley Addition, a distance of 57.00 feet to a found "Y" cut in concrete for corner;
- 3) THENCE North 51 degrees 22 minutes 13 seconds West, with the southwest line of said State of Texas tract and over and across said Lot 2, a distance of 18.37 feet to the southeast corner (not monumented) of a tract of land described as Tract 2 in deed to the City of Dallas, as recorded in Instrument Number 201500081469 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

FIELD NOTES APPROVED:

11/9/16  
RBT



## EXHIBIT C

County: Dallas  
Highway: State Highway Spur 366  
Control Section: 0196-07

Page 2 of 4  
August 1, 2016

- 4) THENCE North 35 degrees 34 minutes 05 seconds West, departing the southwest line of said State of Texas and with the northeast line of said Tract 2 and over and across said State of Texas tract and Lots 2 and 3 of said Hensley Addition, a distance of 1.71 feet to a corner (not monumented), said corner being the point of curvature of a tangent circular curve to the right having a radius of 515.00 feet, chord that bears North 34 degrees 29 minutes 09 seconds West, a distance of 19.45 feet;
- 5) THENCE Northwesterly, continuing with the northeast line of said Tract 2, over and across said State of Texas tract and Lot 3 of said Hensley Addition, and with said curve, through a central angle of 02 degrees 09 minutes 52 seconds, passing at a distance of 1.95 feet to the northeast line of said Lot 3, and continuing over and across said State of Texas tract and the with the northeast line of said Tract 2, a total arc distance of 19.45 feet to a corner (not monumented), said corner being the point of reverse curvature of a circular curve to the left having a radius 1,485.00 feet, chord that bears North 36 degrees 05 minutes 14 seconds West, a distance of 139.06 feet;
- 6) THENCE Northwesterly, continuing with the northeast line of said Tract 2, over and across said State of Texas tract and with said curve, through a central angle of 05 degrees 22 minutes 02 seconds, an arc distance of 139.11 feet to a corner (not monumented);
- 7) THENCE North 38 degrees 46 minutes 15 seconds West, with the northeast line of said Tract 2 and over and across said State of Texas tract, a distance of 39.94 feet to the north corner (not monumented) of said Tract 2, said corner being on the northeast line of said State of Texas tract;

THENCE with the northeast line of said State of Texas tract, the following bearings and distances:

- 8) South 46 degrees 47 minutes 36 seconds East, a distance of 105.37 feet to a corner (not monumented);
- 9) South 39 degrees 09 minutes 58 seconds East, a distance of 132.10 feet to a corner (not monumented);

# EXHIBIT C

County: Dallas  
Highway: State Highway Spur 366  
Control Section: 0196-07

Page 3 of 4  
August 1, 2016

- 10) South 39 degrees 54 minutes 29 seconds East, a distance of 36.02 feet to the POINT OF BEGINNING AND CONTAINING 0.0951 of an acre (4,141 square feet) of land, more or less.

The Basis of Bearing of this survey is the Texas Coordinate System of 1983, North Central Zone (4202) as derived by GPS measurements. All distances and/or coordinates shown hereon are surface and may be converted by the published TXDOT "Surface Adjustment Factor" for Dallas County of 1.000136506.

Tract 1 is part of the Parcel shown on sheet 6A of State Highway Spur 366 (0196-07)

I, Getsy J. Suthan a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

*G. J. Suthan*      *Aug 01/*

Getsy J. Suthan  
Registered Professional Land Surveyor  
Texas No. 6449  
Halff Associates, Inc.,  
1201 North Bowser Rd.  
Richardson, Texas 75081  
TBPLS Firm No. 10029600



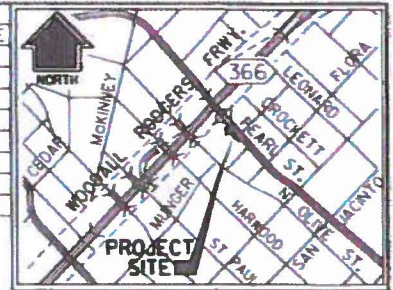
**EXHIBIT C**

**CURVE TABLE**

NO.	Δ	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING
C1	02°09'52"(RT)	515.00'	19.45'	19.45'	N 34°29'09" W
C2	05°22'02"(LT)	1,485.00'	139.11'	139.06'	N 36°05'14" W

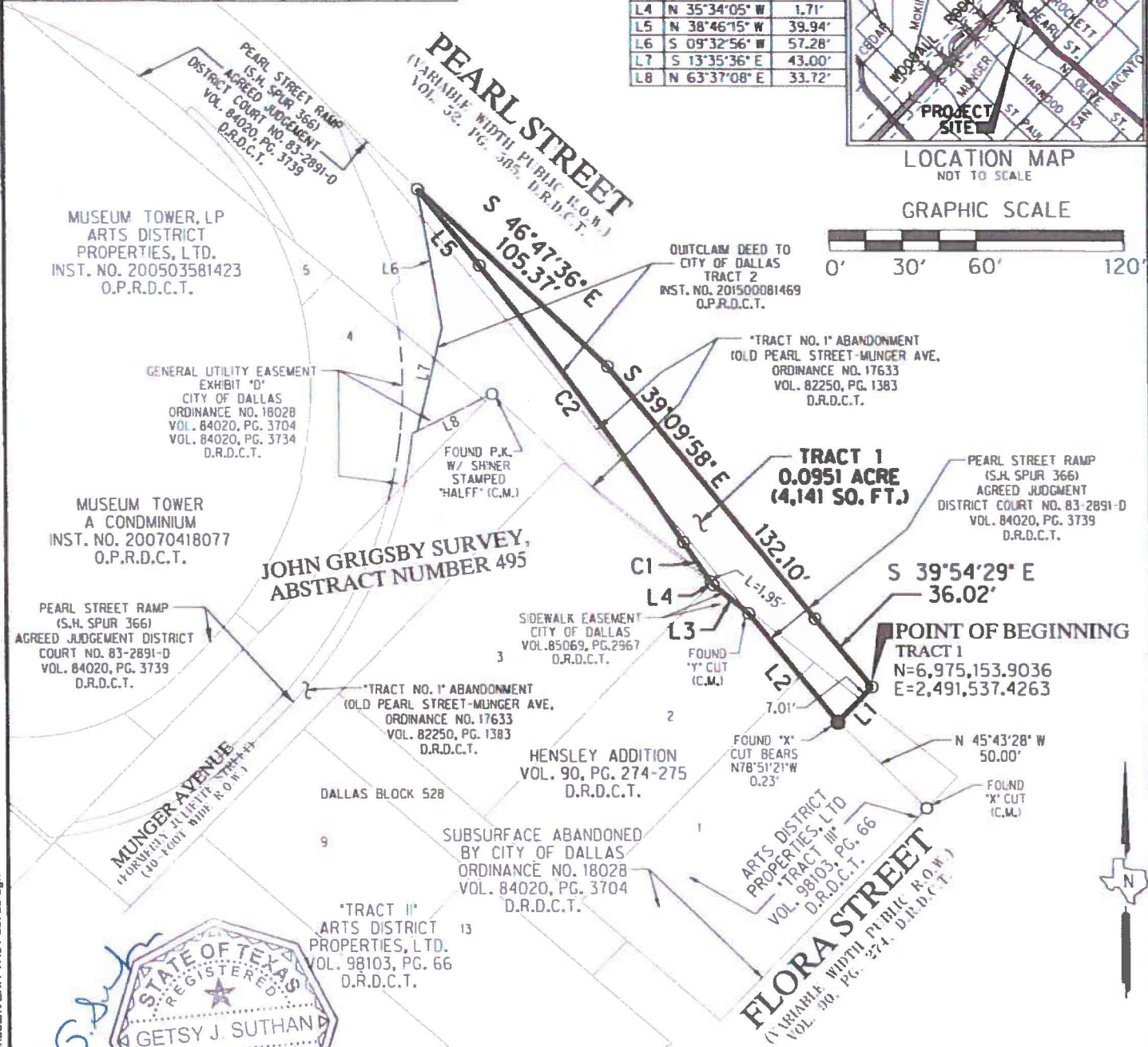
**LINE TABLE**

NO.	BEARING	DISTANCE
L1	S 44°13'56" W	19.97'
L2	N 39°19'54" W	57.00'
L3	N 51°22'13" W	18.37'
L4	N 35°34'05" W	1.71'
L5	N 38°46'15" W	39.94'
L6	S 09°32'56" W	57.28'
L7	S 13°35'36" E	43.00'
L8	N 63°37'08" E	33.72'



**LOCATION MAP**  
NOT TO SCALE

**GRAPHIC SCALE**



MUSEUM TOWER, LP  
ARTS DISTRICT  
PROPERTIES, LTD.  
INST. NO. 200503581423  
O.P.R.D.C.T.

GENERAL UTILITY EASEMENT  
EXHIBIT 'D'  
CITY OF DALLAS  
ORDINANCE NO. 18028  
VOL. 84020, PG. 3704  
VOL. 84020, PG. 3734  
D.R.D.C.T.

MUSEUM TOWER  
A CONDOMINIUM  
INST. NO. 20070418077  
O.P.R.D.C.T.

PEARL STREET RAMP  
(S.H. SPUR 366)  
AGREED JUDGEMENT DISTRICT  
COURT NO. 83-2891-D  
VOL. 84020, PG. 3739  
D.R.D.C.T.

**JOHN GRIGSBY SURVEY,  
ABSTRACT NUMBER 495**

\*TRACT NO. 1\* ABANDONMENT  
(OLD PEARL STREET-MUNGER AVE.,  
ORDINANCE NO. 17633  
VOL. 82250, PG. 1383  
D.R.D.C.T.

HENSLEY ADDITION  
VOL. 90, PG. 274-275  
D.R.D.C.T.

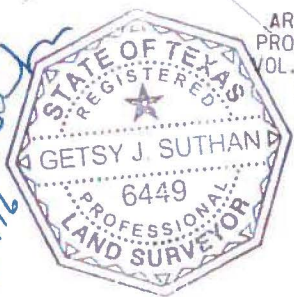
SUBSURFACE ABANDONED  
BY CITY OF DALLAS  
ORDINANCE NO. 18028  
VOL. 84020, PG. 3704  
D.R.D.C.T.

\*TRACT 11\*  
ARTS DISTRICT  
PROPERTIES, LTD.  
VOL. 98103, PG. 66  
D.R.D.C.T.

ARTS DISTRICT  
PROPERTIES, LTD.  
\*TRACT 11\*  
VOL. 98033, PG. 66  
D.R.D.C.T.

**FLORA STREET**  
(VARIABLE WIDTH PUBLIC R.O.W.)  
VOL. 90, PG. 274, D.R.D.C.T.

**POINT OF BEGINNING  
TRACT 1**  
N=6,975,153.9036  
E=2,491,537.4263



*S.S. Suthan  
Aug. 1/16*

- NOTES:**
1. Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202) as derived by GPS measurements. All distances and/or coordinates shown hereon are surface and may be converted by the published TXDOT "Surface Adjustment Factor" for Dallas County of 1.000136506.
  2. This exhibit was prepared with a metes and bounds description of even date.
  3. This survey was prepared without the benefit of a title commitment.
  4. Tract 1 is part of parcel shown on sheet 6A of SH SPUR 366 (0196-07)

**DESCRIPTION OF TRACT 1  
A PART OF PEARL STREET  
0.0951 ACRE (4,141 SQ. FT.)  
SITUATED IN THE JOHN GRIGSBY SURVEY,  
ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**LEGEND**

	PROPOSED TRACT LINE
	EXISTING LOT LINE
	PROPERTY LINE
	FOUND MONUMENT (AS NOTED)
	NOT MONUMENTED (UNLESS NOTED)
	CONTROL MONUMENT
	FOUND IRON ROD
	RIGHT-OF-WAY
	INSTRUMENT NUMBER
	VOLUME, PAGE
	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
	DEED RECORDS OF DALLAS COUNTY, TEXAS

<p><b>HALFF</b> TBPE FIRM *F-312 TBPLS FIRM NO. 10029600 1201 N. BOWSER ROAD RICHARDSON, TEXAS 75081 TELE. (214)346-6200 FAX (214)739-0095</p>	DATE: AUGUST 1, 2016
	AVO: 30735
	PAGE 4 OF 4

I:\30000s\30735\CADD\Sheets\EXH-TR01-30735.dgn  
 6/1/2016 9:29:57 AM

# EXHIBIT C

County: Dallas  
Highway: State Highway Spur 366  
CSJ: 0196-07

Page 1 of 4  
August 1, 2016

**DESCRIPTION FOR TRACT 2  
A PART OF PEARL STREET  
0.1882 ACRE (8,198 SQ. FT.)  
SITUATED IN THE JOHN GRIGSBY SURVEY,  
ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 8,198 square foot tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Pearl Street (variable width right-of-way) and part of Lots 1, 2, 3 and 4 of Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Page 274 and 275 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), also being part of that tract of land described as Tract No. 1, being an abandonment of a portion of Old Pearl Street-Munger Avenue (formerly Juliette Street, called 40-foot wide right-of-way, as recorded in said Hensley Addition), as described in City of Dallas Ordinance Number 17633, as recorded in Volume 82250, Page 1383, D.R.D.C.T., and being part of that tract of land described in Agreed Judgement Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and being all of that tract of land described as Tract 2 in quitclaim deed to the City of Dallas, as recorded in Instrument Number 201500081469 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at the most southeasterly northeast corner (not monumented) of said State of Texas tract, having Texas Coordinate System, NAD83, North Central Zone 4202 surface coordinates North=6,975,153.9036 feet, East=2,491,537.4263 feet;

- 1) THENCE South 44 degrees 13 minutes 56 seconds West, with the southeast line of said State of Texas tract, passing at a distance of 7.01 feet to the northeast line of said Lot 1, and continuing for a total distance of 19.97 feet to the most southeasterly southeast corner, from which a found "X" cut in concrete bears North 78 degrees 51 minutes 21 seconds West, a distance of 0.23 of a foot;
- 2) THENCE North 39 degrees 19 minutes 54 seconds West, with the southwest line of said State of Texas tract and over and across said Lots 1 and 2, a distance of 57.00 feet to a found "Y" cut in concrete for corner;

FIELD NOTES APPROVED:

*9/6/16*



## EXHIBIT C

County: Dallas  
Highway: State Highway Spur 366  
CSJ: 0196-07

Page 2 of 4  
August 1, 2016

- 3) THENCE North 51 degrees 22 minutes 13 seconds West, with the southwest line of said State of Texas tract and over and across said Lot 2, passing at a distance of 18.37 feet to the southeast corner of said Tract 2, and continuing with the southwest line of said Tract 2 and said State of Texas tract, and over and across said Lots 2 and 3, for a total distance of 76.10 feet for an "ell" corner of said Tract 2 and said State of Texas tract;
- 4) THENCE North 46 degrees 45 minutes 01 second West, with the southwest line of said Tract 2 and said State of Texas and over and across said State of Texas tract and said Lot 3, passing at a distance of 12.24 feet to the northeast line of said Lot 3, and the south line of said Tract No. 1, and continuing with the southwest line of said Tract 2 and said State of Texas tract, and over and across said Tract No. 1, a total distance of 60.72 feet to a found "PK" nail with shiner stamped "HALFF" for an "ell" corner of said Tract 2 and said State of Texas;
- 5) THENCE South 63 degrees 37 minutes 08 seconds West, with the south line of said Tract 2 and said State of Texas tract, passing at a distance of 4.28 feet to the westerly line of said Tract No. 1, and continuing over and across said Lot 4, and with the south line of said Tract 2 and State of Texas tract, a distance of 33.72 feet to the southwest corner (not monumented) of said Tract 2;
- 6) THENCE North 13 degrees 35 minutes 36 seconds East, over and across said State of Texas tract and with the west line of said Tract 2, a distance of 43.00 feet to a corner (not monumented);
- 7) THENCE North 09 degrees 32 minutes 56 seconds West, over and across said State of Texas tract and with the west line of said Tract 2, a distance of 57.28 feet to a corner (not monumented), said corner being on the northeast line of said State of Texas tract;

THENCE with the northeast line of said State of Texas tract, the following bearings and distances:

- 8) South 46 degrees 47 minutes 36 seconds East, a distance of 105.37 feet to a corner (not monumented);
- 9) South 39 degrees 09 minutes 58 seconds East, a distance of 132.10 feet to a corner (not monumented);

# EXHIBIT C

County: Dallas  
Highway: State Highway Spur 366  
CSJ: 0196-07

Page 3 of 4  
August 1, 2016

10) South 39 degrees 54 minutes 29 seconds East, a distance of 36.02 feet to the POINT OF BEGINNING AND CONTAINING 0.1882 of an acre (8,198 square feet) of land, more or less.

The Basis of Bearing of this survey is the Texas Coordinate System of 1983, North Central Zone (4202) as derived by GPS measurements. All distances and/or coordinates shown hereon are surface and may be converted by the published TXDOT "Surface Adjustment Factor" for Dallas County of 1.000136506.

Tract 2 is part of the Parcel shown on sheet 6A of State Highway Spur 366 (0196-07)

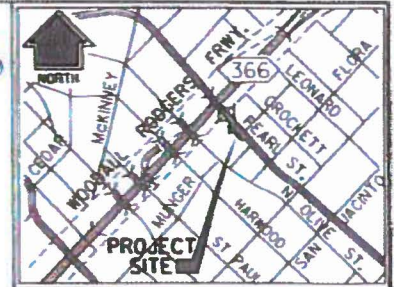
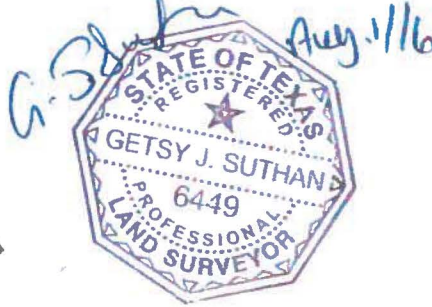
I, Getsy J. Suthan a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

*G. S. Suthan*      *Aug. 1/16*

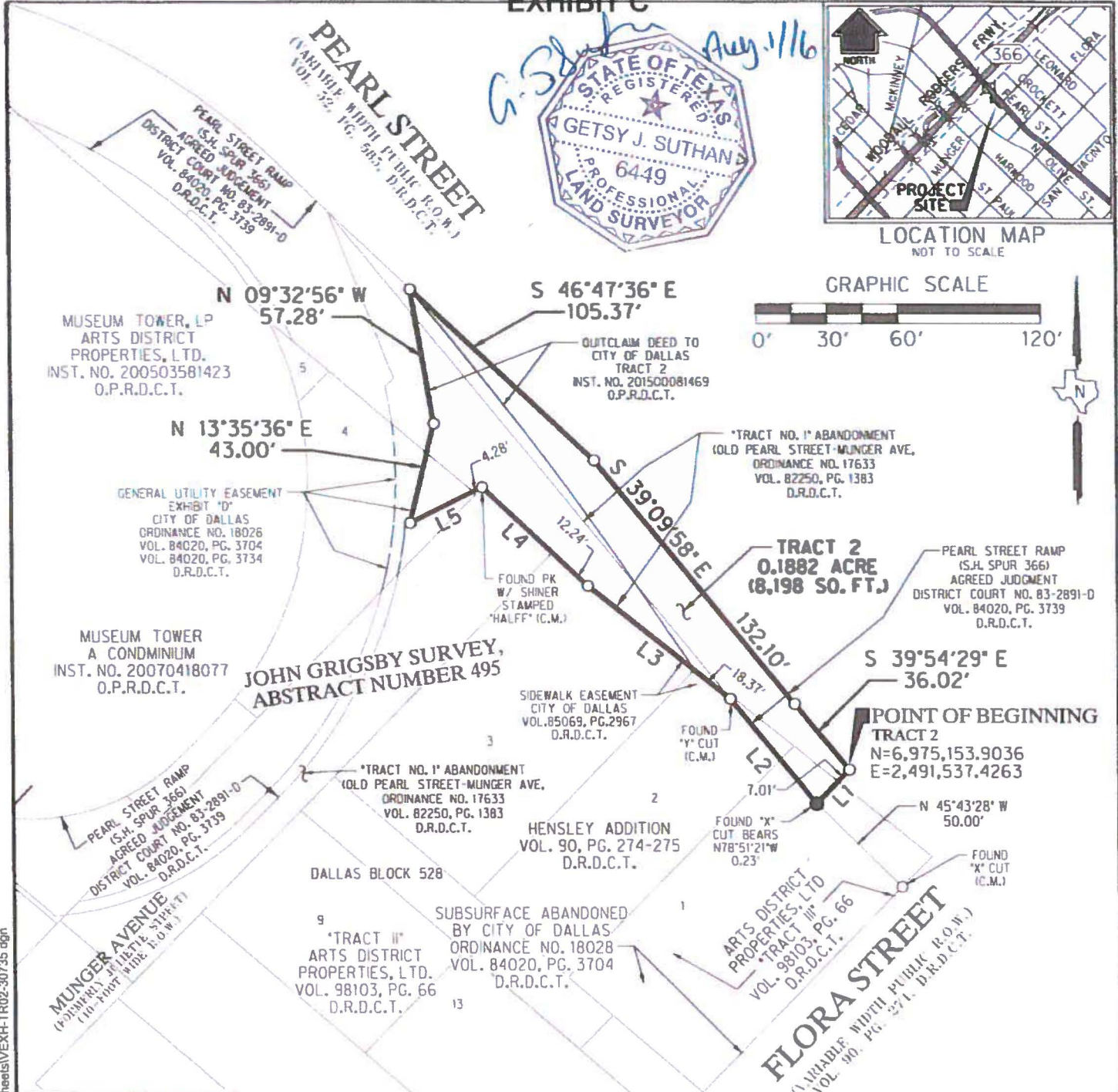
Getsy J. Suthan  
Registered Professional Land Surveyor  
Texas No. 6449  
Halff Associates, Inc.,  
1201 North Bowser Rd.  
Richardson, Texas 75081  
TBPLS Firm No. 10029600



EXHIBIT C



LOCATION MAP  
NOT TO SCALE



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 44°13'56" W	19.97'
L2	N 39°19'54" W	57.00'
L3	N 51°22'13" W	76.10'
L4	N 46°45'01" W	60.72'
L5	S 63°37'08" W	33.72'

LEGEND

- PROPOSED TRACT LINE
- - - EXISTING LOT LINE
- PROPERTY LINE
- FOUND MONUMENT (AS NOTED)
- NOT MONUMENTED (UNLESS NOTED)
- (C.M.) CONTROL MONUMENT
- FIR FOUND IRON ROD
- R.O.W. RIGHT-OF-WAY
- INST. NO. INSTRUMENT NUMBER
- VOL. PG. VOLUME, PAGE
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS

NOTES:  
 1. Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202) as derived by GPS measurements. All distances and/or coordinates shown hereon are surface and may be converted by the published TXDOT "Surface Adjustment Factor" for Dallas County of 1.000136506.  
 2. This exhibit was prepared with a metes and bounds description of even date.  
 3. This survey was prepared without the benefit of a title commitment.  
 4. Tract 2 is part of parcel shown on sheet 6A of SH SPUR 366 (0196-07)

**DESCRIPTION OF TRACT 2**  
**A PART OF PEARL STREET**  
**0.1882 ACRE (8,198 SQ. FT.)**  
**SITUATED IN THE JOHN GRIGSBY SURVEY,**  
**ABSTRACT NUMBER 495**  
**CITY OF DALLAS, DALLAS COUNTY, TEXAS**

<p><b>HALFF</b>                  TBPE FIRM #F-312                  TBPLS FIRM NO. 10029600                  1201 N. BOWSER ROAD RICHARDSON, TEXAS 75081                  TELE. (214)346-6200 FAX (214)739-0095</p>	DATE: AUGUST 1, 2016
	AVO: 30735
PAGE 4 OF 4	

1:300000s(307)35(CADD)S\Sheets\EXH-C\TR02-30735.dgn  
 8/1/2016 9:30:15 AM



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** April 12, 2017  
**COUNCIL DISTRICT(S):** 14  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Majed Al-Ghafry, 670-3302  
**MAPSCO:** 45F K

---

**SUBJECT**

An ordinance abandoning aerial portions of Pearl and Flora Streets and a subsurface portion of Flora Street to Arts District Properties, Ltd., the abutting owner, containing a total of approximately 2,628 square feet of land, located near the intersection of Flora and Olive Streets, and authorizing the quitclaim - Revenue: \$286,811, plus the \$20 ordinance publication fee

**BACKGROUND**

This item was on the addendum because additional review time was required. This item authorizes the abandonment of aerial portions of Pearl and Flora Streets and a subsurface portion of Flora Street to Arts District Properties, Ltd., the abutting owner. These areas will be included with the property of the abutting owner for a multi-family development. The abandonment fee is based on an independent appraisal.

Notices were sent to 68 property owners located within 300 feet of the proposed abandonment area. There was one response received in opposition to this request.

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

Information about this item was provided to the Economic Development Committee on March 20, 2017.

On March 22, 2017, this item was deferred by Councilmember Philip T. Kingston.

**FISCAL INFORMATION**

Revenue - \$286,811, plus the \$20 ordinance publication fee

**OWNER**

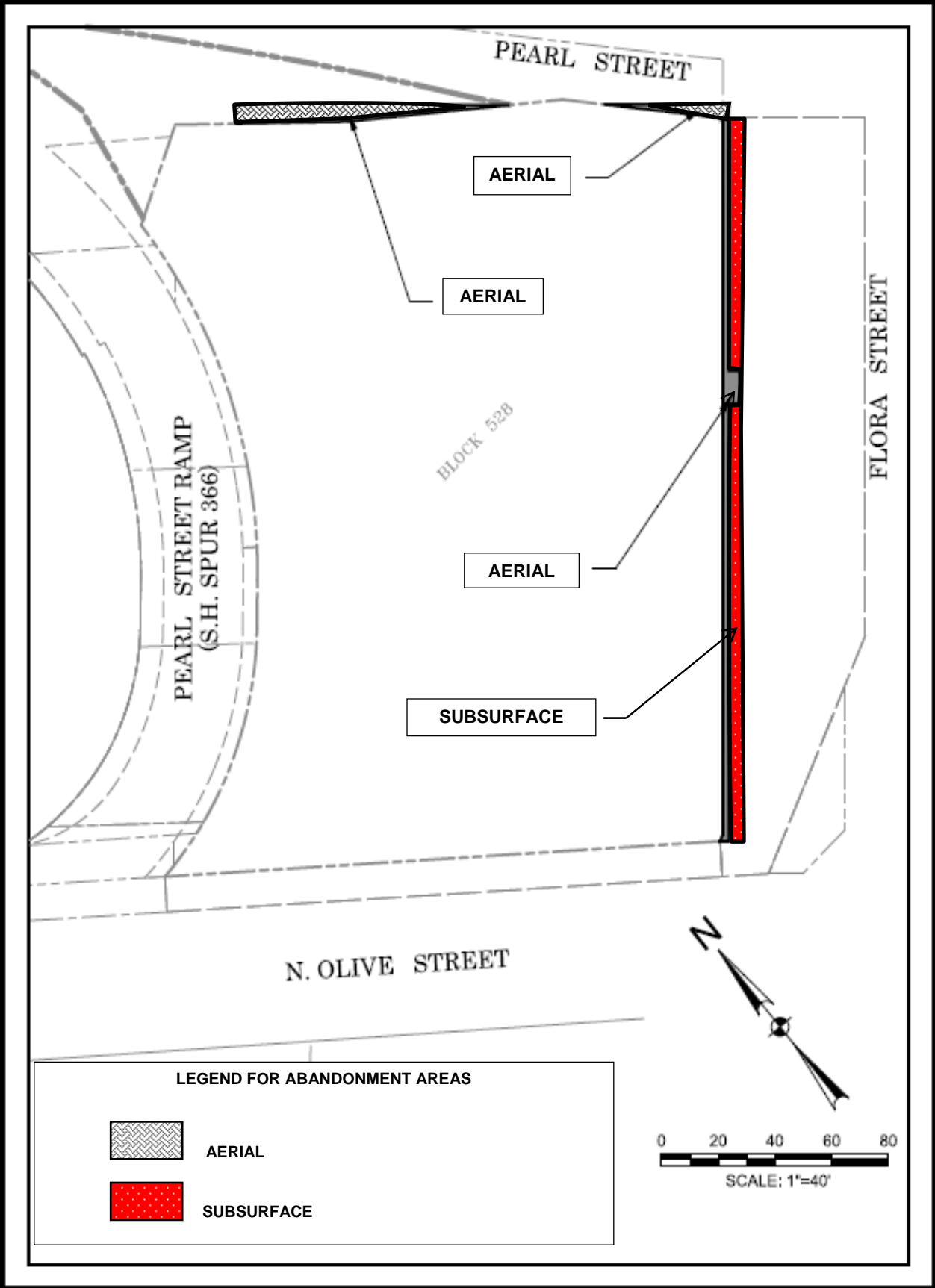
**Arts District Properties, Ltd.**

Metroarts Corporation, General Partner

Graham Greene, President

**MAP**

Attached



**ORDINANCE NO. \_\_\_\_\_**

An ordinance providing for the abandonment of aerial portions of Pearl and Flora Streets and a subsurface portion of Flora Street located in and adjacent to City Block 528 in the City of Dallas and County of Dallas, Texas, subject to a reverter; providing for the quitclaim thereof to Arts District Properties, Ltd.; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date.

**ooo0ooo**

**WHEREAS**, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Arts District Properties, Ltd., a Texas limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter interest, the hereinafter described areas and is of the opinion that, subject to the terms conditions and reverters herein provided, said portion of aerial rights over Pearl Street, as more fully described in Exhibit A-Tract I and Exhibit A-Tract II, respectively, beginning at an elevation of 482.5' above mean sea level and extending to an elevation to 882.0' above mean sea level; said portion of aerial rights over Flora Street, as more fully described in Exhibit A-Tract III, beginning at an elevation of 468.33' above mean sea level and extending to an elevation to 484.67' above mean sea level, said portion of subsurface rights, as more fully described in Exhibit A-Tract IV, from 1' below surface to 8' below surface, are not currently needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter provided, for the consideration hereinafter stated; and

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

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

**SECTION 1.** That the portion of aerial rights over Pearl Street, beginning at an elevation of 482.5' above mean sea level and extending to an elevation of 882.0' above mean sea level over the tracts of land described in Exhibit A-Tract I and Exhibit A-Tract II, and that the portion of aerial rights over Flora Street, beginning at an elevation of 468.33' above mean sea level and extending to an elevation of 484.67' above mean sea level over the tract of land described in Exhibit A-Tract III, and that the portion of subsurface rights below Flora Street, from 1' below surface to 8' below surface described in Exhibit A-Tract IV, which is attached hereto and made a part hereof, be and the same are abandoned, vacated and closed insofar as the right, title and easement of the public are concerned; subject, however, to the reverter and the conditions hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **TWO HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED ELEVEN AND NO/100 (\$286,811.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8 and 9, the City of Dallas does by these presents QUITCLAIM unto the said **GRANTEE**, subject to the conditions, reservations and exceptions hereinafter made and with the reverter interest herein stated, all its right, title and interest in and to the portion of aerial rights over Pearl Street, beginning at an elevation of 482.5' above mean sea level and extending to an elevation of 882.0' above mean sea level over the tracts of land described in Exhibit A-Tract I and Exhibit A-Tract II, and that the portion of aerial rights over Flora Street, beginning at an elevation of 468.33' above mean sea level and extending to an elevation of 484.67' above mean sea level over the tracts of land described in Exhibit A-Tract III, and that the subsurface rights below Flora Street, from 1' below surface to 8' below surface described in Exhibit A-Tract IV. Provided however, that if the improvements situated on and adjacent to the areas, to be abandoned are ever respectively: (i) partially demolished, removed or damaged and are not promptly thereafter repaired or rebuilt;

(ii) substantially or totally demolished, removed or damaged; or (iii) abandoned in whole or in part by **GRANTEE**, its successors and assigns, then this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE**.

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

**SECTION 4.** That the Chief Financial Officer 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 5.** That the abandonment provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto for all intents and purposes made a part hereof.

**SECTION 6.** That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

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

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

**SECTION 9.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- a) abide by City of Dallas Central Business District Vehicular and Circulation Plan, Section ~~51-9.100~~; 51A-9.100, appertaining to City's surface rights; requiring city to retain 100 feet of right-of-way along Pearl Street and 100 feet of right-of-way along Flora Street.
- b) apply for and be issued a Right-of-Way Permit prior to commencing any field work in the right-of-way.
- c) meet design requirements as referenced by the Plan Development District (PDD) #145 zoning for the Dallas Arts District, subject to compliance with Dallas City Code.

**SECTION 10.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of 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 areas abandoned herein, subject to a reverter interest, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of 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 11.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

**APPROVED AS TO FORM:**

**LARRY E. CASTO**  
City Attorney

**DAVID COSSUM**  
Director of Department of Sustainable  
Development and Construction

BY

  
Assistant City Attorney

BY

  
Assistant Director

Passed \_\_\_\_\_.

# EXHIBIT A-TRACT I

**AERIAL ABANDONMENT  
PART OF LOTS 2, 3, AND 4 OF A.T. HENSLEY ADDITION  
PART OF PEARL STREET  
CITY OF DALLAS BLOCK NUMBER 528  
BETWEEN THE ELEVATIONS OF 482.5' AND 882.0' MEAN SEA LEVEL  
SITUATED IN THE  
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 397 square foot (0.0091 acre) tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Pearl Street (created in Volume 52, Page 582-583 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), a variable width right-of-way) and part of Lots 2, 3 and 4 of A.T. Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Pages 274 and 275, D.R.D.C.T, and being part of that tract of land described as Tract No. 1, being an abandonment of a portion of Old Pearl Street-Munger Avenue (formerly Juliette Street, called 40-foot wide right-of-way, as recorded in said Hensley Addition), as described in City of Dallas Ordinance Number 17633, as recorded in Volume 82250, Page 1383, D.R.D.C.T., and being part of that tract of land described in Agreed Judgment Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and being more particularly described as follows, but only as to that portion of the aerial abandonment between the elevations of 482.5' and 882.0' mean sea level:

COMMENCING at a PK nail found with shiner stamped "HALFF" (hereinafter referred to as "with shiner") for the northwest corner of that tract of land described as Tract II in Special Warranty deed to Arts District Properties, Ltd., as recorded in Volume 98103, Page 66, D.R.D.C.T., and an "ell" corner of said State of Texas tract;

THENCE South 46 degrees 45 minutes 00 second East, with the south line of said State of Texas tract, and the north line of said Tract II, a distance of 21.30 feet to a corner (not monumented) for the POINT OF BEGINNING;

THENCE North 43 degrees 15 minutes 00 seconds East, departing said north line of Tract II and a southwest line of said State of Texas tract, and over and across said State of Texas tract, a distance of 6.35 feet to a corner(not monumented);

THENCE South 45 degrees 43 minutes 28 seconds East, continuing over and across said State of Texas tract, a distance of 96.58 feet to a corner (not monumented), said corner being on the south line of said State of Texas tract and the north line of said Tract II;

THENCE North 51 degrees 22 minutes 13 seconds West, with the south line of said State of Texas tract, and the north line of said Tract II, a distance of 57.33 feet to a corner (not monumented);

THENCE North 46 degrees 45 minutes 00 second West, with the south line of said State of Texas tract, and the north line of said Tract II, a distance of 39.42 feet to the POINT OF BEGINNING AND CONTAINING 397 square feet or 0.0091 acres of land, more or less.

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3935</u>

EXHIBIT A-TRACT 1  
**AERIAL ABANDONMENT  
PART OF LOTS 2, 3, AND 4 OF A.T. HENSLEY ADDITION  
PART OF PEARL STREET  
CITY OF DALLAS BLOCK NUMBER 528  
BETWEEN THE ELEVATIONS OF 482.5' AND 882.0' MEAN SEA LEVEL  
SITUATED IN THE  
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easement may exists where none are shown.

*G. J. Suthan*      *June 9/2016*

\_\_\_\_\_  
Getsy J. Suthan  
Registered Professional Land Surveyor  
Texas No. 6449  
Halff Associates, Inc.,  
1201 North Bowser Rd.  
Richardson, Texas 75081  
713-588-2466  
TBPLS Firm No. 10029600



(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3935</u>



**EXHIBIT A-TRACT II  
AERIAL ABANDONMENT  
PART OF PEARL STREET  
PART OF LOTS 1 AND 2 OF A.T. HENSLEY ADDITION  
CITY OF DALLAS BLOCK NUMBER 528  
BETWEEN THE ELEVATIONS OF 482.5' AND 882.0' MEAN SEA LEVEL  
SITUATED IN THE  
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 99 square foot (0.0023 acre) tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Pearl Street (created in Volume 78249, Page 3889, of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), a variable width right-of-way) and part of Lots 1, and 2 of A.T. Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Pages 274 and 275, D.R.D.C.T, and being part of that tract of land described in Agreed Judgment Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and being more particularly described as follows, but only as to that portion of the aerial abandonment between the elevations of 482.5' and 882.0' mean sea level:

BEGINNING at the northeast corner of Tract II and the northwest corner of Tract III of that tracts of land described in Special Warranty deed to Arts District Properties, Ltd., as recorded in Volume 98103, Page 66, D.R.D.C.T., and the southeast corner of said State of Texas tract, from which a found "X" cut bears North 78 degrees 51 minutes 21 seconds West, 0.23 feet, and another "X" cut found bears South 45 degrees 43 minutes 28 seconds East, a distance of 50.00 feet;

THENCE North 39 degrees 19 minutes 55 seconds West, with the south line of said State of Texas tract and the north line of said Tract II, a distance of 40.42 feet to a corner (not monument);

THENCE South 45 degrees 43 minutes 28 seconds East, departing said south line of State of Texas tract, and the north line of said Tract II, and over and across said State of Texas tract, a distance of 42.00 feet to a corner (not monumented);

THENCE South 44 degrees 16 minutes 32 seconds West, over and across said Lot 1, a distance of 4.50 feet to a corner (not monument), said corner being on the north line of said Tract III;

THENCE North 45 degrees 43 minutes 28 seconds West, with the north line of said Tract III, a distance of 1.83 feet to the POINT OF BEGINNING AND CONTAINING 99 square feet or 0.0023 acres of land, more or less.

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3932</u>

**EXHIBIT A-TRACT II  
AERIAL ABANDONMENT  
PART OF PEARL STREET  
PART OF LOTS 1 AND 2 OF A.T. HENSLEY ADDITION  
CITY OF DALLAS BLOCK NUMBER 528  
BETWEEN THE ELEVATIONS OF 482.5' AND 882.0' MEAN SEA LEVEL  
SITUATED IN THE  
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easement may exists where none are shown.

  
09 JULY 2016  
\_\_\_\_\_  
Jason A. Jernigan  
Registered Professional Land Surveyor  
Texas No. 6023  
Half Associates, Inc.,  
1201 North Bowser Rd.  
Richardson, Texas 75081  
214-346-6200  
TBPLS Firm No. 10029600



(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3932</u>



# EXHIBIT A-TRACT III

**AERIAL ABANDONMENT  
PART OF LOTS 1, 10, 13, AND 20' ALLEY OF A.T. HENSLEY ADDITION  
CITY OF DALLAS BLOCK NUMBER 528  
BETWEEN THE ELEVATIONS OF 468.33' AND 484.67' MEAN SEA LEVEL  
SITUATED IN THE  
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 496 square foot (0.0114 acre) tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Lots 1, 10, 13, and 20' Alley of A.T. Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Pages 274 and 275 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being part of Flora Street (created by Volume 90, Page 274, Volume 78249, Page 3889, and Volume 84020, Page 3763, D.R.D.C.T.), and being more particularly described as follows, but only as to that portion of the aerial abandonment between the elevations of 468.33' and 484.67' mean sea level:

BEGINNING at a 5/8-inch found iron rod with cap stamped "SURVCON" for corner at the southwest end of a corner clip at the intersection of the northwesterly right-of-way line of said Flora Street, a variable width right-of-way, with the northeasterly right-of-way line of Olive Street (created in City of Dallas cause No. 53592-B, Volume 18, Page 268, D.R.D.C.T., a variable width right-of-way), and the common corner of that tract of land described as Tract II and Tract III in Special Warranty deed to Arts District Properties, Ltd., as recorded in Volume 98103, Page 66, D.R.D.C.T.;

THENCE with the common line between said Tract II, and said Tract III, the following bearings and distances:

North 67 degrees 07 minutes 16 seconds East, a distance of 2.75 feet to a 5/8-inch found iron rod with cap stamped "SURVCON" for corner at the northeast end of said corner clip;

North 44 degrees 16 minutes 32 seconds East, a distance of 242.74 feet to the south corner of a tract of land described in Agreed Judgment Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and the northeast corner of said Tract II, and the northwest corner of said Tract III, from which a found "X" cut bears North 78 degrees 51 minutes 21 seconds West, a distance of 0.23 feet, said corner being on the southwest right-of-way line of Pearl Street (created in Volume 84020, page 3739, Volume 82250, Page 428, Volume 90, Page 274, and Volume 78249, Page 3889, D.R.D.C.T., a variable width right-of-way);

THENCE South 45 degrees 43 minutes 28 seconds East, with the northeast line of said Flora Street (created by Volume 78249, Page 3889, a distance of 1.83 feet to a corner (not monument);

THENCE over and across said Tract III, and Lots 1, 10, and 13 of said Hensley Addition, the following bearings and distances:

South 44 degrees 16 minutes 32 seconds West, a distance of 85.76 feet to a corner (not monument);

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3933</u>



**AERIAL ABANDONMENT  
PART OF LOTS 1, 10, 13, AND 20' ALLEY OF A.T. HENSLEY ADDITION  
CITY OF DALLAS BLOCK NUMBER 528  
BETWEEN THE ELEVATIONS OF 468.33' AND 484.67' MEAN SEA LEVEL  
SITUATED IN THE  
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

South 45 degrees 43 minutes 28 seconds East, a distance of 4.10 feet to a corner (not monument);

South 44 degrees 16 minutes 32 seconds West, a distance of 11.00 feet to a corner (not monument);

North 45 degrees 43 minutes 28 seconds West, a distance of 4.10 feet to a corner (not monument);

South 44 degrees 16 minutes 32 seconds West, a distance of 148.51 feet to a corner (not monument);

North 45 degrees 49 minutes 53 seconds West, a distance of 2.90 feet to the POINT OF BEGINNING AND CONTAINING 496 square feet or 0.0114 acres of land, more or less.

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easement may exists where none are shown.

*G. J. Suthan*

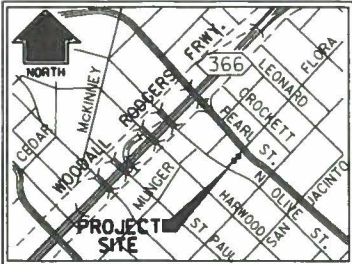
*June 9/2016*

\_\_\_\_\_  
Getsy J. Suthan  
Registered Professional Land Surveyor  
Texas No. 6449  
Half Associates, Inc.,  
1201 North Bowser Rd.  
Richardson, Texas 75081  
713-588-2466  
TBPLS Firm No. 10029600



(For SPRG use only)

Reviewed By: *A. Rodriguez*  
Date: *2/27/17*  
SPRG NO.: *3933*



LOCATION MAP  
NOT TO SCALE

QUITCLAIM DEED TO  
CITY OF DALLAS  
VOL. 84020, PG. 3799  
D.R.D.C.T.

QUITCLAIM DEED TO  
CITY OF DALLAS  
TRACT 2  
INST. NO. 201500081469  
O.P.R.D.C.T.

\*TRACT NO. 1\* ABANDONMENT  
(OLD PEARL STREET-MUNGER AVE,  
ORDINANCE NO. 17633)  
VOL. 82250, PG. 1383  
D.R.D.C.T.

20' ALLEY ABANDONMENT  
ORDINANCE NO. 17633  
VOL. 82250, PG. 1383  
D.R.D.C.T.

A.T. HENSLEY ADDITION  
VOL. 90, PG. 274-275  
D.R.D.C.T.

"TRACT II"  
ARTS DISTRICT PROPERTIES, LTD.  
VOL. 98103, PG. 66  
D.R.D.C.T.

**AERIAL ABANDONMENT BETWEEN  
THE ELEVATIONS OF 468.33'  
AND 484.67' MEAN SEA LEVEL  
496 SQ. FT. OR  
0.0114 ACRE**

DALLAS BLOCK 528

JOHN GRIGSBY SURVEY,  
ABSTRACT NO. 495

OLIVE STREET  
(VARIABLE WIDTH PUBLIC R.O.W.)  
CITY OF DALLAS, CAUSE NO. 53592-B  
VOL. 18, PG. 268, CC #2  
D.R.D.C.T.

POINT OF BEGINNING  
5/8" FIR W/ \*SURVCON\* CAP  
(C.M.)

NOTES:

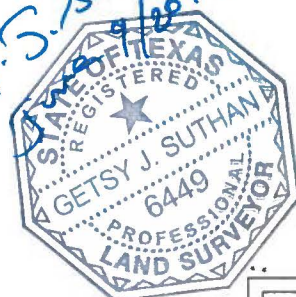
1. Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.
2. This exhibit was prepared with a metes and bounds description of even date.
3. This survey was prepared without the benefit of a title commitment.

LEGEND

- NOT MONUMENTED (UNLESS NOTED)
- (C.M.) CONTROLLING MONUMENT
- FIR FOUND IRON ROD
- R.O.W. RIGHT-OF-WAY
- SQ. FT. SQUARE FEET
- VOL. PG. VOLUME AND PAGE
- INST. NO. INSTRUMENT NUMBER
- D.R.D.C.T. DEED RECORDS DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORD DALLAS COUNTY, TEXAS
- EASEMENT LINE
- ▬ LOT LINE
- ▬ PROPERTY LINE
- CC COUNTY COURT

(For SPRG use only)

Reviewed By: A. Rodriguez  
Date: 2/27/17  
SPRG NO.: 3933



LINE	BEARING	DISTANCE
1	N67°07'16"E	2.75'
2	S45°43'28"E	1.83'
3	S44°16'32"W	85.76'
4	S45°43'28"E	4.10'
5	S44°16'32"W	11.00'
6	N45°43'28"W	4.10'
7	S44°16'32"W	148.51'
8	N45°49'53"W	2.90'



**AERIAL ABANDONMENT  
PART OF LOTS 1, 10, 13 AND 20' ALLEY OF  
A.T. HENSLEY ADDITION AND  
CITY OF DALLAS BLOCK NUMBER 528  
BETWEEN THE ELEVATIONS OF 468.33'  
AND 484.67' MEAN SEA LEVEL  
SITUATED IN THE  
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**



TBPLS FIRM NO. 10029600  
HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS  
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275  
SCALE: 1"=50 (214)346-6200 AVO. 30735 FEBRUARY, 2017

25\_IRC5240\_MON\_FS\_FW\_CR.plt Sheet 1:30000a:30735\CAD\Drawings\EXHIBIT-04-30735.DGN 2/23/2017 12:32:53 PM ah2472 HALFF

# EXHIBIT A-TRACT IV

**SUBSURFACE ABANDONMENT  
PART OF LOTS 1, 10, 13, AND 20' ALLEY OF A.T. HENSLEY ADDITION  
CITY OF DALLAS BLOCK NUMBER 528  
FROM 1' BELOW SURFACE TO 8' BELOW SURFACE  
SITUATED IN THE  
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 1,636 square foot (0.0376 acre) tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Lots 1, 10, 13, and 20' Alley of A.T. Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Pages 274 and 275 of the Deed Records of Dallas County, Texas (D.R.D.C.T), and being part of a Subsurface Fee Estate described as "Tract III" in Special Warranty deed to Arts District Properties, Ltd., as recorded in Volume 98103, Page 66, D.R.D.C.T., and being part of Flora Street (variable width right-of-way, created in Volume 78249, Page 3889, and Volume 84020, Page 3763, D.R.D.C.T.), and being more particularly described as follows, but only as to that portion of the subsurface abandonment from 1' below surface to 8' below surface:

BEGINNING at a 5/8-inch found iron rod with cap stamped "SURVCON" for corner at the southwest end of a corner clip at the intersection of the northwesterly right-of-way line of Flora Street (created in Volume 90, Page 274, Volume 78249, Page 3889, and Volume 84020, Page 3763, D.R.D.C.T., a variable width right-of-way) with the northeasterly right-of-way line of Olive Street (created in City of Dallas cause No. 53592-B, Volume 18, Page 268, D.R.D.C.T., a variable width right-of-way), and the common corner of said Tract III and Tract II of aforementioned deed to Arts District Properties, Ltd.;

THENCE with the common line between Tract II and Tract III said Arts Properties, Ltd, the following bearings and distances:

North 67 degrees 07 minutes 16 seconds East, a distance of 2.75 feet to a 5/8-inch found iron rod with cap stamped "SURVCON" for corner at the northeast end of said corner clip;

North 44 degrees 16 minutes 32 seconds East, a distance of 242.74 feet to the south corner of a tract of land described in Agreed Judgment Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and the northeast corner of said Tract II, and the northwest corner of said Tract III, from which a found "X" cut bears North 78 degrees 51 minutes 21 seconds West, a distance of 0.23 feet, said corner being on the southwest right-of-way line of Pearl Street (created in Volume 84020, age 3739, Volume 82250, Page 428, Volume 90, Page 274, and Volume 78249, Page 3889, D.R.D.C.T., a variable width right-of-way);

THENCE South 45 degrees 43 minutes 28 seconds East, with the northeast line of said Tract III, a distance of 6.67 feet to a corner (not monument);

(For SPRG use only)
Reviewed By: <u>A. Rodriguez</u>
Date: <u>2/28/17</u>
SPRG NO.: <u>3936</u>

**SUBSURFACE ABANDONMENT  
PART OF LOTS 1, 10, 13, AND 20' ALLEY OF A.T. HENSLEY ADDITION  
CITY OF DALLAS BLOCK NUMBER 528  
FROM 1' BELOW SURFACE TO 8' BELOW SURFACE  
SITUATED IN THE  
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE over and across said Tract III, and Lots 1, 10, and 13 of said Hensley Addition, the following bearings and distances:

South 44 degrees 16 minutes 32 seconds West, a distance of 245.26 feet to a corner (not monument);

North 45 degrees 49 minutes 53 seconds West, a distance of 7.73 feet to the POINT OF BEGINNING AND CONTAINING 1,636 square feet or 0.0376 acres of land, more or less.

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easement may exists where none are shown.

*G. J. Suthan*      *June 9/2016*

\_\_\_\_\_  
Getsy J. Suthan  
Registered Professional Land Surveyor  
Texas No. 6449  
Half Associates, Inc.,  
1201 North Bowser Rd.  
Richardson, Texas 75081  
713-588-2466  
TBPLS Firm No. 10029600



(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/28/17</u>
SPRG NO.:	<u>3936</u>



# 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.