

**FEBRUARY 24, 2016 CITY COUNCIL ADDENDUM  
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated February 24, 2016. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



\_\_\_\_\_  
A.C. Gonzalez  
City Manager

2.19.16

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jeanne Chipperfield  
Chief Financial Officer

2/19/16

\_\_\_\_\_  
Date



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CITY SECRETARY  
DALLAS, TEXAS

ADDENDUM  
CITY COUNCIL MEETING  
WEDNESDAY, FEBRUARY 24, 2016  
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 - 42

**CONSENT ADDENDUM**

Items 1 - 9

**ITEMS FOR INDIVIDUAL CONSIDERATION**

No earlier  
than 9:15 a.m.

Items 43 - 51  
Addendum Items 10 - 11

**PUBLIC HEARINGS AND RELATED ACTIONS**

1:00 p.m.

Items 52 - 56  
Addendum Item 12

# SUPPLEMENTAL NOTICE

"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  
FEBRUARY 24, 2016  
CITY OF DALLAS  
1500 MARILLA  
COUNCIL CHAMBERS, CITY HALL  
DALLAS, TEXAS 75201  
9:00 A. M.**

**ADDITIONS:**

Closed Session

Personnel (Section 551.074 T.O.M.A.)

- Discussion regarding evaluation of the performance of City Manager A.C. Gonzalez.
- Discussion regarding evaluation of the performance of City Auditor Craig Kinton.
- Discussion regarding evaluation of the performance of City Secretary Rosa A. Rios.

**CONSENT ADDENDUM**

**Business Development & Procurement Services**

1. Authorize a five-year service contract for the workers' compensation certified network - Injury Management Organization, Inc., most advantageous proposer of three - Not to exceed \$2,524,094 - Financing: Current Funds (subject to annual appropriations)

**City Attorney's Office**

2. Authorize payment of an order for attorneys' fees in the lawsuit styled Jhmad Khaalis Swindell v. Jesse Lynn Woods, et al., Civil Action No. 3:12-CV-02607-BF; In re City of Dallas Subpoena, Civil Action No. 3:15-MC-62 - Not to exceed \$34,145 - Financing: Current Funds

**Code Compliance**

3. Authorize **(1)** the acceptance of a grant from The Dallas Foundation through the Companion Animal Funders Coalition (Grant No. 20152989) to provide funding for The Big Fix for Big D program to fund spay/neuter outreach position, outreach costs and spay/neuter surgery cost for the period of one year after the execution of the grant agreement; and **(2)** execution of the grant agreement - Not to exceed \$60,793 - Financing: The Dallas Foundation Funds

**ADDENDUM  
CITY COUNCIL MEETING  
FEBRUARY 24, 2016**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

**Intergovernmental Services**

- 4 Authorize **(1)** an application for and acceptance of two Body-Worn Camera Program Grants from the Office of the Governor's Criminal Justice Division to be used to purchase body-worn cameras and related accessories for a period of one year from the execution of the grant agreements; **(2)** the City's match in the amount of \$17,913 from Urban Area Security Initiative Grant Funds and \$11,250 from the City's Court and Detention Services Current Funds for a total of \$29,163; and **(3)** execution of the grant agreements - Total not to exceed \$153,013 - Financing: Office of the Governor, Criminal Justice Division State Grant Funds (\$123,850), Urban Area Security Initiative Grant Funds (\$17,913) and Court and Detention Services Current Funds (\$11,250)

**Park & Recreation**

5. Authorize the use of the design-build delivery method pursuant to Texas Government Code Subchapter H of Chapter 2269 for modifications or full or partial removal necessary at the Dallas Standing Wave located in the Trinity River, downstream from the Corinth Street Bridge – Financing: This action has no cost consideration to the City

**Public Works Department**

6. Authorize a professional services contract with Huitt-Zollars, Inc., most qualified proposer of six, for the Urban Design Capacity Building Program - Not to exceed \$546,000 - Financing: Building Inspection Current Funds (\$500,000) (subject to appropriations) and 2003 Bond Funds (\$46,000)

**Street Services**

7. Authorize **(1)** a Project Specific Agreement with Dallas County for funding participation for street maintenance and repairs performed by city forces at 15 locations within the City of Dallas (list attached); **(2)** the receipt and deposit of funds from Dallas County in the amount of \$1,205,344 for the County's share of the construction cost; and **(3)** increase appropriations in the amount of \$1,205,344 in the Capital Projects Reimbursement Fund - Estimated Revenue: \$1,205,344

**ADDENDUM  
CITY COUNCIL MEETING  
FEBRUARY 24, 2016**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

**Sustainable Development and Construction**

8. An ordinance abandoning a perpetual easement and portions of Fifth and Red Oak Streets to Skyview Development, LLC and the State of Texas, acting by and through the Texas Department of Transportation, the abutting owners, containing a total of approximately 9,272 square feet of land, located near the intersection of Eads and Hutchins Avenues, and authorizing the quitclaim - Revenue: \$9,272, plus the \$20 ordinance publication fee

**Trinity Watershed Management**

9. Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Riverfront Properties LP, a Texas limited partnership, et al., Cause No. CC-15-04148-C, pending in Dallas County Court at Law No. 3, to acquire approximately 3,756 square feet of land, located on Swiss Avenue near its intersection with Peak Street for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project; and **(2)** settlement of the condemnation proceeding for an amount not to exceed the award - Not to exceed \$15,522 (\$13,522 being the amount of the award, plus closing costs and title expenses not to exceed \$2,000); an increase of \$752 from the amount Council originally authorized for this acquisition - Financing: 2006 Bond Funds

ITEMS FOR INDIVIDUAL CONSIDERATION

**Business Development & Procurement Services**

10. Execute the casting of lots to identify the recommended vendor resulting from tie bids on lines 94, 115, 129, 133, 156, and 162 for bid BE1504 for a three-year master agreement for the purchase of hand and power tools - Sid Tool Co., Inc. dba MSC Industrial Supply Co., Nationwide Supplies, LP, Mavich, LLC, and Colonial Hardware Corporation - Financing: This action has no cost consideration to the City

**ADDENDUM  
CITY COUNCIL MEETING  
FEBRUARY 24, 2016**

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

DESIGNATED PUBLIC SUBSIDY MATTERS

**Housing/Community Services**

11. Authorize an amendment to Resolution No. 15-0780, previously approved on April 22, 2015, for a housing development loan in an amount not to exceed \$200,000 with Southfair Community Development Corporation for construction of four affordable single family homes for the Townhomes Project to be located at 2825 South Boulevard to **(1)** increase the loan amount to \$290,000; **(2)** allow the forgiveness of debt as each unit is sold to a low-income homebuyer; and **(3)** extend the loan agreement completion date from June 22, 2016 to June 22, 2017 - Not to exceed \$90,000, from \$200,000 to \$290,000 - Financing: 2014-15 HOME Investment Partnership Program Grant Funds

PUBLIC HEARINGS AND RELATED ACTIONS

**Sustainable Development and Construction**

ZONING CASES - INDIVIDUAL

12. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for an Open-enrollment charter school and CR Community Retail District Uses on property zoned an MF-2(A) Multifamily District and a CR Community Retail District with the D-1 Liquor Control Overlay, on the east line of North St. Augustine Drive, north of Bruton Road  
Recommendation of Staff and CPC: Approval, subject to a development plan, traffic management plan, and conditions  
Z156-104(RB)

**ADDENDUM  
CITY COUNCIL MEETING  
FEBRUARY 24, 2016**

**CORRECTIONS:**

**City Controller's Office**

8. An ordinance amending the City's credit agreements with JPMorgan Bank and Wells Fargo Bank with respect to the City's General Obligation Commercial Paper Notes, Series 2010A and 2010C to **(1)** extend the term of the credit agreements until December 2, 2017 and resolving other matters related to the issuance, sale, security and delivery of the Notes; **(2)** revise the fees paid for the Credit Agreements; **(3)** revise the Offering Memorandum for the Notes to reflect the amendment; **(4)** approve the payment of issuance costs in connection with the issuance of the short term obligations; and **(5)** provide an effective date - Total program costs not to exceed ~~\$4,244,500~~ \$4,219,500 - Financing: Current Funds (~~\$92,500~~ \$67,500 upfront closing costs plus estimated annual fees of \$2,076,000 for a two year total cost of \$4,152,000) (subject to annual appropriations)

**Economic Development**

47. Authorize Supplemental Agreement No. 2 to the contract with Southern Dallas Development Corporation to: ~~**(1)** extend the term of the fourth and final renewal option to the contract with the City to continue the administration and loan servicing of the Community Development Block Grant funded Business Revolving Loan Program from March 30, 2016 through September 30, 2016; and **(2)** continue administration and loan servicing of the Community Development Block Grant funded Business Revolving Loan Program~~ - Financing: No cost consideration to the City

**Project Specific Agreement with Dallas County**  
Addendum Item # 7

<u>ID</u>	<u>Treatment</u>	<u>Block/Street Name/Limit</u>	<u>Miles</u>	<u>Cost</u>	<u>Mapsco</u>	<u>District</u>
22676	AOC	100-200 Beacon St (S) Columbia Ave to Alton Ave	0.8947	\$154,783.00	46-C	2
22786	Partial	7200-7500 Bruton Rd Yucca Dr to Hillburn Dr	1.5640	\$225,216.00	58-B	5
22777	Partial	8300-8500 Bruton Rd Pleasant Dr to McCutcheon Ln	1.5555	\$177,327.00	58-D	5
22806	Partial	9300-9500 Bruton Rd Riverway Dr to St Augustine Dr (N)	2.2896	\$261,014.40	59-A B	7
22788	Partial	7500-7700 Elam Rd C F Hawn Serv N to Jim Miller Rd (N)	1.4847	\$169,255.80	58-S T	5
22439	Partial	9200-9300 Ferguson Rd Sidwin St to Pasteur Ave	.9283	\$105,826.20	38-T	9
22807	Partial	7800-8000 Forney Rd Wimbleton Way to Buckner Blvd (S)	1.1308	\$128,911.20	48-Q	7
22463	Partial	12600-12700 Jupiter Rd Prelude Dr to Quail Run	.7601	\$86,651.40	28-U	10
22445	Partial	10400- 10700 Lake Highlands Dr (E) Easton Rd to Fernald Ave	1.4837	\$169,141.80	28-W, 38-A	9
22444	Partial	10000-10100 Lake Highlands Dr (E) Creekridge Dr to Medlock Dr	1.0040	\$114,456.00	38-A	9
22793	Partial	6800-7000 Lake June Rd 1200 Templecliff Dr to Jim Miller Rd (N)	1.5589	\$177,714.60	58-J	5
22812	Partial	2300-2400 Masters Dr (N) Shelburne Dr to approx. west of Ridge Oak St.	1.6554	\$188,715.60	59-C	7
22823	AOC	6200-6400 Military Pkwy Lasca St to Academy Dr	1.5273	\$264,222.90	47-R	5
22664	Partial	100-200 Munger Blvd (N) Columbia Ave to Reiger Ave	0.7420	\$84,588.00	46-C	14
22460	Partial	8900-11000 Skillman St Audelia Rd to L B J Access Rd (S)	0.9023	\$102,862.20	27-G	10

# ADDENDUM DATE February 24, 2016

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1			All	C	PBD, ORM	\$2,524,093.75	100.00%	100.00%	Authorize a five-year service contract for the workers' compensation certified network - Injury Management Organization, Inc., most advantageous proposer of three - Not to exceed \$2,524,094 - Financing: Current Funds (subject to annual appropriations)
2			N/A	C	ATT	\$34,145.00	NA	NA	Authorize payment of an order for attorneys' fees in the lawsuit styled Jhmad Khaalis Swindell v. Jesse Lynn Woods, et al., Civil Action No. 3:12-CV-02607-BF; In re City of Dallas Subpoena, Civil Action No. 3:15-MC-62 - Not to exceed \$34,145 - Financing: Current Funds
3			All	C	CCS	GT	NA	NA	Authorize (1) the acceptance of a grant from The Dallas Foundation through the Companion Animal Funders Coalition (Grant No. 20152989) to provide funding for The Big Fix for Big D program to fund spay/neuter outreach position, outreach costs and spay/neuter surgery cost for the period of one year after the execution of the grant agreement; and (2) execution of the grant agreement - Not to exceed \$60,793 - Financing: The Dallas Foundation Funds
4			All	C	IGS	\$11,250.00	NA	NA	Authorize (1) an application for and acceptance of two Body-Worn Camera Program Grants from the Office of the Governor's Criminal Justice Division to be used to purchase body-worn cameras and related accessories for a period of one year from the execution of the grant agreements; (2) the City's match in the amount of \$17,913 from Urban Area Security Initiative Grant Funds and \$11,250 from the City's Court and Detention Services Current Funds for a total of \$29,163; and (3) execution of the grant agreements - Total not to exceed \$153,013 - Financing: Office of the Governor, Criminal Justice Division State Grant Funds (\$123,850), Urban Area Security Initiative Grant Funds (\$17,913) and Court and Detention Services Current Funds (\$11,250)
5			4,7	C	PKR	NC	NA	NA	Authorize the use of the design-build delivery method pursuant to Texas Government Code Subchapter H of Chapter 2269 for modifications or full or partial removal necessary at the Dallas Standing Wave located in the Trinity River, downstream from the Corinth Street Bridge - Financing: This action has no cost consideration to the City
6			All	C	PBW, DEV	\$546,000.00	91.39%	25.68%	Authorize a professional services contract with Huitt-Zollars, Inc., most qualified proposer of six, for the Urban Design Capacity Building Program - Not to exceed \$546,000 - Financing: Building Inspection Current Funds (\$500,000) (subject to appropriations) and 2003 Bond Funds (\$46,000)
7			2, 5, 7, 9, 10, 14	C	STS	REV \$1,205,343.05	NA	NA	Authorize (1) a Project Specific Agreement with Dallas County for funding participation for street maintenance and repairs performed by city forces at 15 locations within the City of Dallas; (2) the receipt and deposit of funds from Dallas County in the amount of \$1,205,344 for the County's share of the construction cost; and (3) increase appropriations in the amount of \$1,205,344 in the Capital Projects Reimbursement Fund - Estimated Revenue: \$1,205,344
8			4	C	DEV	REV \$9,272	NA	NA	An ordinance abandoning a perpetual easement and portions of Fifth and Red Oak Streets to Skyview Development, LLC and the State of Texas, acting by and through the Texas Department of Transportation, the abutting owners, containing a total of approximately 9,272 square feet of land, located near the intersection of Eads and Hutchins Avenues, and authorizing the quitclaim - Revenue: \$9,272, plus the \$20 ordinance publication fee
9			2	C	TWM, ATT	\$15,522.00	NA	NA	Authorize the (1) deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Riverfront Properties LP, a Texas limited partnership, et al., Cause No. CC-15-04148-C, pending in Dallas County Court at Law No. 3, to acquire approximately 3,756 square feet of land, located on Swiss Avenue near its intersection with Peak Street for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project; and (2) settlement of the condemnation proceeding for an amount not to exceed the award - Not to exceed \$15,522 (\$13,522 being the amount of the award, plus closing costs and title expenses not to exceed \$2,000); an increase of \$752 from the amount Council originally authorized for this acquisition - Financing: 2006 Bond Funds

**ADDENDUM DATE February 24, 2016**

ITEM	IND								
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
10			All	I	PBD	NC	NA	NA	Execute the casting of lots to identify the recommended vendor resulting from tie bids on lines 94, 115, 129, 133, 156, and 162 for bid BE1504 for a three-year master agreement for the purchase of hand and power tools - Sid Tool Co., Inc. dba MSC Industrial Supply Co., Nationwide Supplies, LP, Mavich, LLC, and Colonial Hardware Corporation - Financing: This action has no cost consideration to the City
11			7	I	HOU	GT	NA	NA	Authorize an amendment to Resolution No. 15-0780, previously approved on April 22, 2015, for a housing development loan in an amount not to exceed \$200,000 with Southfair Community Development Corporation for construction of four affordable single family homes for the Townhomes Project to be located at 2825 South Boulevard to (1) increase the loan amount to \$290,000; (2) allow the forgiveness of debt as each unit is sold to a low-income homebuyer; and (3) extend the loan agreement completion date from June 22, 2016 to June 22, 2017 - Not to exceed \$90,000, from \$200,000 to \$290,000 - Financing: 2014-15 HOME Investment Partnership Program Grant Funds
12			7	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for an Open-enrollment charter school and CR Community Retail District Uses on property zoned an MF-2(A) Multifamily District and a CR Community Retail District with the D-1 Liquor Control Overlay, on the east line of North St. Augustine Drive, north of Bruton Road

**TOTAL            \$3,131,010.75**



**ADDENDUM ITEM # 1**

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** February 24, 2016

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Office of Risk Management

**CMO:** Jeanne Chipperfield, 670-7804

**MAPSCO:** N/A

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**SUBJECT**

Authorize a five-year service contract for the workers' compensation certified network - Injury Management Organization, Inc., most advantageous proposer of three - Not to exceed \$2,524,094 - Financing: Current Funds (subject to annual appropriations)

**BACKGROUND**

This item was placed on the addendum to allow for continued services without interruption.

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

This service contract will provide a workers' compensation certified network for medical care services of injured employees. The medical cost containment services through a workers' compensation licensed network in accordance with the Texas Insurance Code, Chapter 1305 will be responsible for managing services including, but not limited to:

- Medical authorizations and bill reviews
- Field case management
- Select providers direct credentialed and contracted
- Early intervention using telephonic case management
- Quality improvement programs
- Internal medical reviews
- Performance based report cards on accountability for satisfaction of care
- Providers are listed within a 30 mile radius of each employee's zip code

**BACKGROUND (Continued)**

A six member committee from the following departments reviewed and evaluated the proposals:

- Human Resources (2)
- Police (1)
- Fire-Rescue (1)
- Business Development and Procurement Services (2)\*

\*Business Development and Procurement Services evaluated cost and the Business Inclusion and Development Plan.

The proposer’s responses were evaluated based on the following criteria:

- Cost 30%
- Capability and expertise 25%
- Business Inclusion and Development Plan 15%
- Overall approach 10%
- Functional/technical match 10%
- Training 10%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 789 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS’ ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women’s Business Council – Southwest, to ensure maximum vendor outreach.

The recommended vendor meets the wage floor rate of \$10.37 approved by City Council on November 10, 2015, by Resolution No. 15-2141.

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

On November 10, 2010, City Council authorized a five-year service contract for the workers' compensation Certified Network by Resolution No. 10-2810.

Information about this item was provided to the Budget, Finance and Audit Committee on February 16, 2016.

**FISCAL INFORMATION**

\$2,524,093.75 - Current Funds (subject to annual appropriations)

## **M/WBE INFORMATION**

153 - Vendors contacted  
151 - No response  
    2 - Response (Bid)  
    0 - Response (No bid)  
    1 - Successful

789 - M/WBE and Non-M/WBE vendors were contacted

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

## **ETHNIC COMPOSITION**

### **Injury Management Organization, Inc.**

White Male	2	White Female	26
Black Male	1	Black Female	16
Hispanic Male	0	Hispanic Female	8
Other Male	1	Other Female	1

## **PROPOSAL INFORMATION**

The following proposals were received from solicitation number BKZ1605 and were opened on December 18, 2015. This service contract is being awarded in its entirety to the most advantageous proposer.

\*Denotes successful proposer

<b><u>Proposer</u></b>	<b><u>Address</u></b>	<b><u>Score</u></b>	<b><u>Amount</u></b>
*Injury Management Organization, Inc.	4100 Midway Rd. Suite 1145 Carrollton, TX 75007	88%	\$2,524,093.75
Trinity Review Services, Inc.	610 Uptown Blvd. Suite 2000 Cedar Hill, TX 75104	69%	\$3,755,185.25
Argus Services Corporation	811 S. Central Expwy. Suite 440 Richardson, TX 75080	63%	\$4,276,941.00

**OWNER**

**Injury Management Organization, Inc.**

Catherine Benavidez, President

Gary Nelson, Vice President

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize a five-year service contract for the workers' compensation certified network - Injury Management Organization, Inc., most advantageous proposer of three - Not to exceed \$2,524,094 - Financing: Current Funds (subject to annual appropriations)

Injury Management Organization, Inc. is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Other Services

### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$2,524,093.75	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$2,524,093.75</b>	<b>100.00%</b>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION**

#### **Local Contractors / Sub-Contractors**

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Injury Management Organization, Inc	HFMB60393N0316	\$2,524,093.75	100.00%
<b>Total Minority - Local</b>		<b>\$2,524,093.75</b>	<b>100.00%</b>

#### **Non-Local Contractors / Sub-Contractors**

None

### **TOTAL M/WBE CONTRACT PARTICIPATION**

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$2,524,093.75	100.00%	\$2,524,093.75	100.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
<b>Total</b>	<b>\$2,524,093.75</b>	<b>100.00%</b>	<b>\$2,524,093.75</b>	<b>100.00%</b>

February 24, 2016

**WHEREAS**, on November 10, 2010, City Council authorized a five-year service contract for the workers' compensation Certified Network by Resolution No. 10-2810; and,

**WHEREAS**, on February 25, 2013, Administrative Action No. 13-5260 authorized supplemental agreement no. 1 to amend the required services of the service contract; and,

**WHEREAS**, on September 3, 2015, Administrative Action No. 15-6599 authorized supplemental agreement no. 2 to extend the service contract for four months from December 1, 2015 to March 1, 2016;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to execute a service contract with Injury Management Organization, Inc. (345669) for the workers' compensation certified network for a term of five years in an amount not exceed \$2,524,093.75, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Injury Management Organization, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Injury Management Organization, Inc. under the contract.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,524,093.75 (subject to annual appropriations) from Service Contract number MASCORMIMO.

**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:** February 24, 2016  
**COUNCIL DISTRICT(S):** N/A  
**DEPARTMENT:** City Attorney's Office  
**CMO:** Warren M.S. Ernst, 670-3491  
**MAPSCO:** N/A

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**SUBJECT**

Authorize payment of an order for attorneys' fees in the lawsuit styled Jhmad Khaalis Swindell v. Jesse Lynn Woods, et al., Civil Action No. 3:12-CV-02607-BF; In re City of Dallas Subpoena, Civil Action No. 3:15-MC-62 - Not to exceed \$34,145 - Financing: Current Funds

**BACKGROUND**

Jhmad Khaalis Swindell sued three Dallas police officers, alleging that he was subjected to excessive force and falsely charged with a criminal offense. The court appointed Swindell counsel to represent him in the suit. Swindell's attorneys served a subpoena to the City seeking extensive documents and electronically stored information. Several disputes arose regarding the City's responses and objections to the subpoena. On February 17, 2016, the Court ordered the City to pay Swindell's reasonable attorney's fees incurred in connection with the City's responses and objections to the subpoena in the amount of \$34,145 by February 26, 2016, or on a different date as may be agreed to by the parties. Plaintiff is represented by Anthony M. Garza and Michael C. Zweeber of the law firm of Charhon Callahan Robson & Garza, PLLC.

This item is on the addendum because it is a time-sensitive matter.

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

Council will be briefed in Closed Session on February 24, 2016.

**FISCAL INFORMATION**

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

\$34,145 - Current Funds

February 24, 2016

**WHEREAS**, the lawsuit styled Jhmad Khaalis Swindell v. Jesse Lynn Woods, et al., Civil Action No. 3:12-CV-02607-BF; In re City of Dallas Subpoena, Civil Action No. 3:15-MC-62, was filed by Jhmad Khaalis Swindell alleging that he was subjected to excessive force and falsely charged with a criminal offense; and,

**WHEREAS**, on February 17, 2016, the court ordered the City to pay the plaintiff reasonable attorneys' fees of \$34,145.00 incurred in connection with a dispute over some of the plaintiff's discovery requests; and,

**WHEREAS**, it is in the best interest of the City to pay the amount; **Now, Therefore,**

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

**Section 1.** That the payment of an order for attorneys' fees in the lawsuit styled Jhmad Khaalis Swindell v. Jesse Lynn Woods, et al., Civil Action No. 3:12-CV-02607-BF, In re City of Dallas Subpoena, Civil Action No. 3:15-MC-62, in an amount not to exceed \$34,145.00 is hereby approved.

**Section 2.** That the Chief Financial Officer is authorized to pay to Anthony M. Garza and Michael C. Zweeber of the law firm of Charhon Callahan Robson & Garza, PLLC, the amount of \$34,145.00 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTORM001.

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



**KEY FOCUS AREA:** Clean, Healthy Environment  
**AGENDA DATE:** February 24, 2016  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Code Compliance  
**CMO:** Joey Zapata, 670-3009  
**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the acceptance of a grant from The Dallas Foundation through the Companion Animal Funders Coalition (Grant No. 20152989) to provide funding for The Big Fix for Big D program to fund spay/neuter outreach position, outreach costs and spay/neuter surgery cost for the period of one year after the execution of the grant agreement; and **(2)** execution of the grant agreement - Not to exceed \$60,793 - Financing: The Dallas Foundation Funds

**BACKGROUND**

The Big Fix for Big D (BFBD) program initially launched in June 2012 under a three year grant, funded by the Companion Animal Funders Coalition, a group of organizations interested in promoting the welfare of companion animals in the City of Dallas. Funding for this grant will be administered by The Dallas Foundation. The initial grant expired on April 30, 2015. The BFBD program was renewed by The Dallas Foundation and re-launched on January 1, 2016. This grant is awarded through the support of the Companion Funders Coalition.

Dallas Animal Services (DAS) is one of four partners in the program, along with SPCA of Texas, Dallas Companion Animal Project, and Spay Neuter Network that make up the Companion Animal Funders Coalition. The current goal of BFBD is to support free spay/neuter surgeries along with required vaccinations and City of Dallas registration for companion animals and community cats in under-served Dallas neighborhoods with a goal of reducing shelter intake and euthanasia. The BFBD program under the initial grant provided more than 28,000 spay/neuter surgeries. The City of Dallas contributes to the grant free registration for pets that have spay/neuter surgery through the grant program. The current BFBD zip codes are 75211, 75217 and 75227. The current zip codes are based on demographic data along with 311 data showing the greatest number of animal related calls and the fewest surgeries per household during the first phase of BFBD.

## **BACKGROUND (Continued)**

Under the grant, DAS provides Officer Outreach (OOR), a program developed as a tool for our officers to use in the BFBD designated zip codes.

The OOR program targets citizens who are in noncompliance with existing ordinances such as those that require the spay/neuter of pets and the requirement of pet registration, due to the citizen's lack of knowledge and/or resources pertaining to the care of their companion animals. OOR provides DAS officers with the resources to assist citizens with coming into compliance with City ordinance.

The grant provides for a spay/neuter outreach position that is responsible for scheduling, picking up animals each day, delivering them to DAS for spay/neuter and returning animals to their owners after surgery, funding for community outreach, and for spay/neuter surgery costs. Each pet is returned to the owner neutered, vaccinated and licensed through the BFBD program.

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

Authorized the acceptance of a grant for FY 2011-12 on April 25, 2012, by Resolution No. 12-1178.

## **FISCAL INFORMATION**

\$60,792.34 - The Dallas Foundation Funds

February 24, 2016

**WHEREAS**, on April 25, 2012, the City Council approved the acceptance of a grant from the Companion Animal Funders Coalition to fund a Statistical Analyst Coordinator position, by Resolution No. 12-1178; and

**WHEREAS**, a grant in the amount of \$60,792.34 has been awarded to the City of Dallas, Dallas Animal Services division from The Dallas Foundation through the Companion Animal Funders Coalition; and

**WHEREAS**, the funds from this grant with the support of the Companion Animal Funders Coalition will be used to fund The Big Fix for Big D program that will fund an Outreach Officer, spay/neuter surgery costs and outreach efforts.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to **(1)** accept a grant of \$60,792.34 from The Dallas Foundation through the Companion Animal Funders Coalition (Grant No. 20152989) to fund The Big Fix for Big D program that will fund a spay/neuter outreach position, outreach costs, and spay/neuter surgery costs for the period of one year from the execution of the grant agreement; and **(2)** execute the grant agreement.

**Section 2.** That the Chief Financial Officer is hereby authorized to deposit the grant funds to the City of Dallas in Fund P117, Department CCS, Unit 1922, Revenue Source Code 8411 in an amount not to exceed \$60,792.34.

**Section 3.** That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$60,792.34, in Fund P117, Department CCS, Unit 1922, Various Object codes per attached Schedule in an amount not to exceed \$60,792.34.

**Section 4.** That the Chief Financial Officer is hereby authorized to disburse funds from Fund P117, Department CCS, Unit 1922, Various Object codes per attached Schedule in an amount not to exceed \$60,792.34.

**Section 5.** That the City Manager is hereby authorized to return any unexpended funds to The Dallas Foundation that remain at the end of one year from the date award payment is made.

**Section 6.** The City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

February 24, 2016

**Section 7.** That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

**Section 8.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**SCHEDULE**

**The Dallas Foundation Grant-Big Fix for Big D Program  
Fund P117, Dept. CCS, Unit 1922, Revenue Source Code 8411**

<b>Object Code</b>	<b>Description</b>	<b>Amount</b>
1101	Civilian Salaries - PT- Laborer	\$ 11,942.21
1201	Overtime, Civilian	
1301	Pension, Civilian	1,651.61
1303	Life Insurance	12.00
1304	Health Insurance	2,836.00
1306	FICA/Medicare	173.16
1309	Wellness	16.50
2200	Chem Med Sur	10,000.00
3099	Miscellaneous Special Services	28,513.86
3851	Pension Bond Debt	5,647.00
	<b>Total</b>	<b>\$ 60,792.34</b>



**KEY FOCUS AREA:** Public Safety  
**AGENDA DATE:** February 24, 2016  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Intergovernmental Services  
**CMO:** A. C. Gonzalez, 670-3297  
**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** an application for and acceptance of two Body-Worn Camera Program Grants from the Office of the Governor's Criminal Justice Division to be used to purchase body-worn cameras and related accessories for a period of one year from the execution of the grant agreements; **(2)** the City's match in the amount of \$17,913 from Urban Area Security Initiative Grant Funds and \$11,250 from the City's Court and Detention Services Current Funds for a total of \$29,163; and **(3)** execution of the grant agreements - Total not to exceed \$153,013 - Financing: Office of the Governor, Criminal Justice Division State Grant Funds (\$123,850), Urban Area Security Initiative Grant Funds (\$17,913) and Court and Detention Services Current Funds (\$11,250)

**BACKGROUND**

During the 84<sup>th</sup> regular session (2015), the Texas State Legislature allocated up to \$10 million in order to provide funding to aid municipal police departments and county sheriff's offices in establishing or enhancing Body-Worn Camera (BWC) programs. The Office of the Governor's Criminal Justice Division (CJD) is using these funds to award grants through the Body-Worn Camera Program to purchase BWCs and digital storage systems to serve as a tool in a law enforcement comprehensive problem-solving approach to enhance officer interactions with the public, build community trust, and gather important evidence for use in the prosecution of crimes. This was a one-time allocation of funds by the legislature, and requires that grantees provide matching funds equal to 25% of the CJD award amount. The match requirement can be met through cash or in-kind contributions, and can be from federal, state, or local sources.

The City of Dallas has been allocated two awards under the Body-Worn Camera Program. The Dallas Police Department (DPD) will receive up to \$78,850 to purchase 50 cameras and related accessories (Grant No. 3082601). In order to meet the match requirement, DPD will leverage \$17,912.50 of Urban Area Security Initiative grant funds from the Department of Homeland Security (accepted by Resolution No. 14-1902).

## **BACKGROUND (Continued)**

The Dallas Marshal's Office will receive up to \$45,000 to purchase 32 cameras and related accessories (Grant No. 3101901). In order to meet the match requirement, the Dallas Marshal's Office will allocate \$11,250.00 from their FY 2015-16 general fund to go towards the purchase.

The Office of Intergovernmental Services will manage the grant funds to ensure that all funds are spent in accordance with requirements and that all reporting deadlines are met.

This item is on the addendum because the acceptance of funding must be acted on before the next available agenda.

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

On November 12, 2014, City Council authorized acceptance of the 2014 Homeland Security Grant Program, including the Urban Area Security Initiative in the amount of \$4,179,826.85, by Resolution No. 14-1902.

Information about this item will be provided to the Public Safety Committee on February 22, 2016.

## **FISCAL INFORMATION**

\$123,850.00 – Office of the Governor, Criminal Justice Division State Grant Funds  
\$17,912.50 - Urban Area Security Initiative Grant Funds (Cash Match)  
\$11,250.00 - Court and Detention Services Current Funds (Cash Match)



February 24, 2016

**WHEREAS**, the Office of the Governor's Criminal Justice Division (CJD) has made funding available to the City of Dallas under the Body-Worn Camera Program Grant to establish or enhance body-worn camera programs; and

**WHEREAS**, grant funds have been allocated to the City of Dallas Marshal's Office and the Dallas Police Department under this program; and

**WHEREAS**, the City of Dallas will benefit from the additional funds that will aid in procuring additional body-worn cameras; and

**WHEREAS**, the City will provide matching funds in an amount not to exceed \$29,162.50.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to **(1)** apply for and accept two Body-Worn Camera Program Grants (Grant Nos. 3082601 and 3101901) from the Office of the Governor's Criminal Justice Division to be used to purchase body-worn cameras and related accessories for a period of one year from the execution of the grant agreements in an amount not to exceed \$123,850; **(2)** provide the City's match of \$17,912.50 from Urban Area Security Initiative Grant Funds and \$11,250.00 from the City's Court and Detention Services Current Funds for a total of \$29,162.50; and **(3)** execute the grant agreements.

**Section 2.** That the Chief Financial Officer is hereby authorized to receive and deposit grant funds in Fund S292, Department MGT, Unit 1838, Revenue Code 6516, in an amount not to exceed \$78,850.00.

**Section 3.** That the Chief Financial Officer is hereby authorized to receive and deposit grant funds in Fund S293, Department MGT, Unit 1839, Revenue Code 6516, in an amount not to exceed \$45,000.00.

**Section 4.** That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$78,850.00 in Fund S292, Department MGT, Unit 1838, Object Code 4890.

**Section 5.** That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$45,000.00 in Fund S293, Department MGT, Unit 1839, Object Code 4890.

**Section 6.** That the Chief Financial Officer is hereby authorized to disburse funds from Fund S292, Department MGT, Unit 1838, Object Code 4890, not to exceed \$78,850.00.

February 24, 2016

**Section 7.** That the Chief Financial Officer is hereby authorized to disburse funds from Fund S293, Department MGT, Unit 1839, Object Code 4890, not to exceed \$45,000.00.

**Section 8.** That the Chief Financial Officer is hereby authorized to provide matching funds in an amount not to exceed \$17,912.50 from Urban Area Security Initiative Grant Funds under Fund F441, Department MGT, Unit 1686, and \$11,250.00 from Court and Detention Services Current Funds under Fund 0001, Department CTS, Unit 1052.

**Section 9.** That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

**Section 10.** That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

**Section 11.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

**ADDENDUM ITEM # 5**

**KEY FOCUS AREA:** Culture, Arts and Recreation and Educational Enhancements

**AGENDA DATE:** February 24, 2016

**COUNCIL DISTRICT(S):** 4, 7

**DEPARTMENT:** Park & Recreation

**CMO:** Willis Winters, 670-4071

**MAPSCO:** 55-C

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**SUBJECT**

Authorize the use of the design-build delivery method pursuant to Texas Government Code Subchapter H of Chapter 2269 for modifications or full or partial removal necessary at the Dallas Standing Wave located in the Trinity River, downstream from the Corinth Street Bridge – Financing: This action has no cost consideration to the City

**BACKGROUND**

The Dallas Standing Wave requires modifications or full or partial removal to allow for two-way small motor boat transit at the by-pass channel.

Given the complexity of the engineering and the construction services to be provided, the location of the structure in the Trinity River, and possibility for flooding during construction, design-build is the best suited delivery method for minimizing risk to the City and delivery of a successful, cost efficient project. Another advantage of design-build is that it allows the City to request conceptual design and cost estimates at the proposal stage for modifications or full or partial removal. The conceptual design and cost estimates submitted at the proposal stage would be at no cost to the City.

In accordance with Chapter 2269 of the Texas Government Code, staff finds that the design-build delivery method for civil works projects is appropriate for this project based on the criteria found in the Chapter. Further, staff recommends to the City Council that the use of the design-build delivery method will provide the best value for the City.

Approval of the award of the design-build contract will be presented to the Park and Recreation Board and City Council at a later date.

## **ESTIMATED SCHEDULE OF PROJECT**

Begin Design	August 2016
Complete Design	April 2017
Begin Construction	June 2017
Complete Construction	August 2018

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

Information about this item will be presented to the Transportation and Trinity River Project Committee on February 22, 2016.

## **FISCAL INFORMATION**

This item has no cost consideration to the City.

## **MAP**

Attached





**Legend**

Trail	STATUS
	Existing
	Existing-SPECIAL
	Programmed
	Proposed
	Sidewalk/Street

Trinity Standing Wave



Mapsco 55 C  
District 4, 7

Trinity Standing Wave  
(Downstream from the Corinth Street Bridge)

February 24, 2016

February 24, 2016

**WHEREAS**, the Dallas Standing Wave located in the Trinity River, downstream from the Corinth Street Bridge needs to be modified or fully or partially removed to meet two way navigation requirement; and

**WHEREAS**, the design-build delivery method is the best suited method for minimizing risk to the City and for the delivery of a successful and cost efficient project.

**Now, Therefore,**

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

**SECTION 1.** That the City Manager be and is hereby authorized to pursue design-build for the delivery of the engineering and construction improvements for the Dallas Standing Wave.

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



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** February 24, 2016

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Public Works Department  
Sustainable Development and Construction

**CMO:** Jill A. Jordan, P.E., 670-5299  
Ryan S. Evans, 671-9837

**MAPSCO:** N/A

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**SUBJECT**

Authorize a professional services contract with Huitt-Zollars, Inc., most qualified proposer of six, for the Urban Design Capacity Building Program - Not to exceed \$546,000 - Financing: Building Inspection Current Funds (\$500,000) (subject to appropriations) and 2003 Bond Funds (\$46,000)

**BACKGROUND**

This item is placed on the addendum agenda in order to move forward to keep with the proposed program schedule. The City of Dallas is embarking in an Urban Design Capacity Building Program with the intent of taking Dallas and its neighborhoods to the “next level of livability” with a particular regard to physical structure and character, including implementation of the complete streets policy. This program will be accomplished through a collaborative process that involves a structured review of the design, planning and development management of the City, and articulating an urban design policy framework. It is essential that the diverse activities of the City be coordinated to secure consistent and improved urban design performance among the many city departments and private sector.

To form the program, activities will be organized around four areas directed toward better urban design performance, including: building urban design understanding; developing urban design policy; confirming urban design requirements; and, coordinating urban design action on an on-going basis.

This contract will integrate and place urban design as an underlying focus for all Public Works projects by providing updated paving and drainage design manuals reflecting new thinking and alignment with the recently adopted Complete Streets policy. This action will authorize project management and public involvement support. Deliverables will include an updated street design manual, updated drainage design manual, a street lighting manual, construction standard details, construction bid item updates, and training materials.

## **ESTIMATED SCHEDULE OF PROJECT**

Begin Professional Services	February 2016
Complete Professional Services	August 2017

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

Information about this item was provided to the City Council on November 18, 2015.

## **FISCAL INFORMATION**

Building Inspection Current Funds - \$500,000 (subject to appropriations)  
2003 Bond Funds - \$46,000

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

Huitt-Zollars, Inc.

Hispanic Female	11	Hispanic Male	11
African American Female	5	African American Male	2
Other Female	2	Other Male	6
White Female	32	White Male	48

## **PROPOSAL INFORMATION**

The Request for Proposals for the Urban Design Capacity Building Program was sent to six short-listed firms on October 22, 2015. Six firms submitted Proposals on November 11, 2015. \* Indicates successful proposer

The selection committee interviewed the six firms and ranked them as follows:

<b><u>Proposer</u></b>	<b><u>Rank</u></b>
*Huitt-Zollars, Inc. 1717 McKinney Ave. #1400 Dallas, TX 75202	1
Freese & Nichols/Half Associates	2
Jacobs	3
Garver	4
HNTB	5
Walter P Moore	6



**PROPOSAL INFORMATION** (Continued)

The proposals were evaluated according to the criteria published in the Request for Proposals. These criteria with respective weights were as follows:

- Qualifications to undertake the Project 20 points
- Project Execution Plan and Project Schedule 15 points
- Staffing capabilities 15 points
- Project experience specific to the Project 20 points
- Ability to produce innovative solutions to resolve unique problems 15 points
- Submitter's compliance with Minority and Women Owned Business Enterprises goals 15 points

**OWNER**

**Huitt-Zollars, Inc.**

Robert L. Zollars, P.E.

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize a professional services contract with Huitt-Zollars, Inc., most qualified proposer of six, for the Urban Design Capacity Building Program - Not to exceed \$546,000 - Financing: Building Inspection Current Funds (\$500,000) (subject to appropriations) and 2003 Bond Funds (\$46,000)

Huitt-Zollars, Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Architecture & Engineering

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$499,000.00	91.39%
Total non-local contracts	\$47,000.00	8.61%
<b>TOTAL CONTRACT</b>	<b>\$546,000.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
K Strategies Group	BFDB64404Y0316	\$15,000.00	3.01%
HVJ Associates Inc	BMMB61733N0516	\$10,000.00	2.00%
Urban Engineering Group Inc	HFDB10630Y0716	\$45,000.00	9.02%
Caye Cook & Associates	WFWB62079Y0616	\$70,210.00	14.07%
<b>Total Minority - Local</b>		<b>\$140,210.00</b>	<b>28.10%</b>

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$10,000.00	2.00%	\$10,000.00	1.83%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$130,210.00	26.09%	\$130,210.00	23.85%
<b>Total</b>	<b>\$140,210.00</b>	<b>28.10%</b>	<b>\$140,210.00</b>	<b>25.68%</b>

February 24, 2016

**WHEREAS**, on October 22, 2015, the Public Works Department issued a Request for Proposals for the Urban Design Capacity Building Program; and,

**WHEREAS**, six proposals were received for the Urban Design Capacity Building Program Request for Proposals; and,

**WHEREAS**, it is now desirable to enter into a professional services contract with Huitt-Zollars, Inc., most qualified proposer of six, for the Urban Capacity Building Program in an amount not to exceed \$546,000.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to execute a professional services contract with Huitt-Zollars, Inc. for the Urban Capacity Building Program in an amount not to exceed \$546,000, after it has been approved as to form by the City Attorney.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract and subject to appropriations from:

Building Inspection Current Fund Fund 0150, Unit 3141, Dept DEV, Act. B111 Obj. 3070, Program #PB03W063, CT #PBW03W063E1 Vendor #090025, in an amount not to exceed	\$500,000.00
Street and Transportation Improvements Fund Fund 4R22, Unit W063, Dept PBW, Act. STIM Obj. 3070, Program #PB03W063, CT #PBW03W063E1 Vendor #090025, in an amount not to exceed	<u>\$ 46,000.00</u>
Total amount not to exceed	\$546,000.00

**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:** February 24, 2016  
**COUNCIL DISTRICT(S):** 2, 5, 7, 9, 10, 14  
**DEPARTMENT:** Street Services  
**CMO:** Jill A. Jordan, P.E., 670-5299  
**MAPSCO:** 27G 28U 28W 38A T 46C 47R 48Q 58B D J S T 59A B C

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**SUBJECT**

Authorize **(1)** a Project Specific Agreement with Dallas County for funding participation for street maintenance and repairs performed by city forces at 15 locations within the City of Dallas (list attached); **(2)** the receipt and deposit of funds from Dallas County in the amount of \$1,205,344 for the County's share of the construction cost; and **(3)** increase appropriations in the amount of \$1,205,344 in the Capital Projects Reimbursement Fund - Estimated Revenue: \$1,205,344

**BACKGROUND**

On January 5, 2016, the City of Dallas executed a Master Interlocal Agreement (MIA) to jointly coordinate, facilitate and/or fund future maintenance activities on certain roadways within the City of Dallas.

In pursuit of the MIA's objective, this action will authorize a Project Specific Agreement (PSA) with Dallas County for the maintenance of roadways within the City of Dallas. This first supplement includes 15 roadway maintenance projects throughout the city, as indicated on the attached list.

The Construction work will be performed by City forces and general contractor. The City will administer all listed projects at a cost estimate of \$2,410,686.10. Dallas County will subsequently reimburse the City for the projects for a not to exceed amount of \$1,205,343.05, 50% of the total cost.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Construction            April 2016  
Complete Construction        September 2016

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

On November 9, 2015, the Transportation and Trinity River Project Committee was briefed on the Master Interlocal Agreement with Dallas County. The Committee voted to forward this item for full council consideration.

On November 10, 2015, City Council authorized a Master Interlocal Agreement with Dallas County pertaining to the coordination of responsibilities for transportation related maintenance on roadways within the City of Dallas by Resolution No. 15-2080.

Information about this item will be provided to the Transportation and Trinity River Project Committee on February 22, 2016.

**FISCAL INFORMATION**

Estimated Revenue: \$1,205,343.05

Funding for this Project Specific Agreement (PSA) has been allocated in FY 2015-16 budget process. The existing MIA authorizes the County to reimburse the City of Dallas up to 50% of its PSA cost.

Cost Estimate all Projects: **\$2,410,686.10\***

\*50-50% Split upon 100% completion:

<i>Dallas County</i>	\$1,205,343.05
<i>City of Dallas</i>	<u>\$1,205,343.05</u>
	<b>\$2,410,686.10</b>

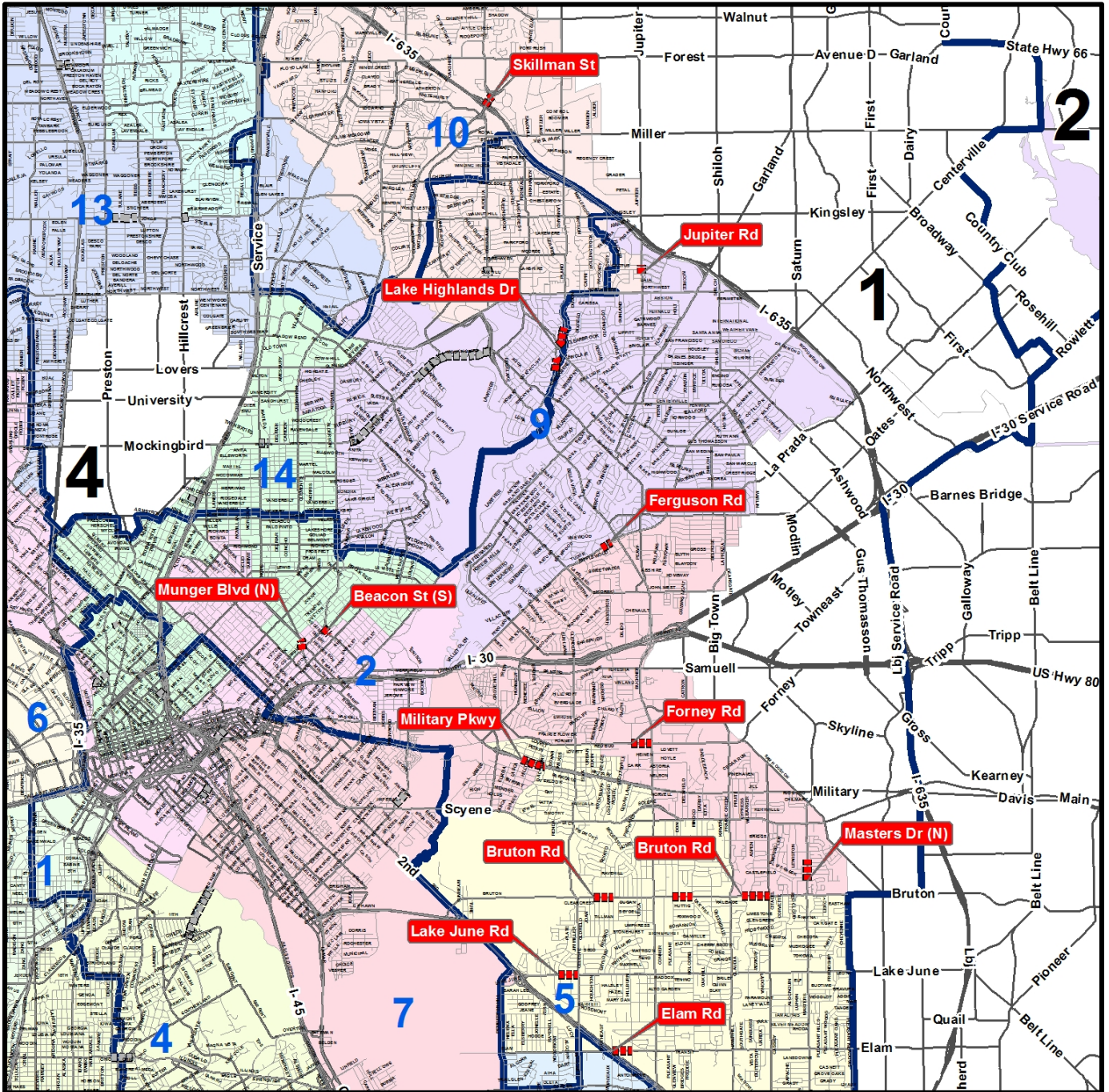
**MAP**

Attached.

## Project Specific Agreement with Dallas County

<u>ID</u>	<u>Treatment</u>	<u>Block/Street Name/Limit</u>	<u>Miles</u>	<u>Cost</u>	<u>Mapsco</u>	<u>District</u>
22676	AOC	100-200 Beacon St (S) Columbia Ave to Alton Ave	0.8947	\$154,783.00	46-C	2
22786	Partial	7200-7500 Bruton Rd Yucca Dr to Hillburn Dr	1.5640	\$225,216.00	58-B	5
22777	Partial	8300-8500 Bruton Rd Pleasant Dr to McCutcheon Ln	1.5555	\$177,327.00	58-D	5
22806	Partial	9300-9500 Bruton Rd Riverway Dr to St Augustine Dr (N)	2.2896	\$261,014.40	59-A B	7
22788	Partial	7500-7700 Elam Rd C F Hawn Serv N to Jim Miller Rd (N)	1.4847	\$169,255.80	58-S T	5
22439	Partial	9200-9300 Ferguson Rd Sidwin St to Pasteur Ave	.9283	\$105,826.20	38-T	9
22807	Partial	7800-8000 Forney Rd Wimbleton Way to Buckner Blvd (S)	1.1308	\$128,911.20	48-Q	7
22463	Partial	12600-12700 Jupiter Rd Prelude Dr to Quail Run	.7601	\$86,651.40	28-U	10
22445	Partial	10400- 10700 Lake Highlands Dr (E) Easton Rd to Fernald Ave	1.4837	\$169,141.80	28-W, 38-A	9
22444	Partial	10000-10100 Lake Highlands Dr (E) Creekridge Dr to Medlock Dr	1.0040	\$114,456.00	38-A	9
22793	Partial	6800-7000 Lake June Rd 1200 Templecliff Dr to Jim Miller Rd (N)	1.5589	\$177,714.60	58-J	5
22812	Partial	2300-2400 Masters Dr (N) Shelburne Dr to approx. west of Ridge Oak St.	1.6554	\$188,715.60	59-C	7
22823	AOC	6200-6400 Military Pkwy Lasca St to Academy Dr	1.5273	\$264,222.90	47-R	5
22664	Partial	100-200 Munger Blvd (N) Columbia Ave to Reiger Ave	0.7420	\$84,588.00	46-C	14
22460	Partial	8900-11000 Skillman St Audelia Rd to L B J Access Rd (S)	0.9023	\$102,862.20	27-G	10

# Roadway Maintenance Project Specific Agreement with Dallas County



**COUNCIL DISTRICT(S):**  
**MAPSCO PAGES:**

2, 5, 7, 9, 10, 14  
27G 28U 28W 38A T 46C 47R 48Q 58B D J S T 59A B C



February 24, 2016

**WHEREAS**, Dallas County has developed a Master Interlocal Agreement (MIA) pertaining to transportation related maintenance on roadways within the City of Dallas; and,

**WHEREAS**, the Dallas City Council has authorized the execution of the Master Interlocal Agreement; and,

**WHEREAS**, the City of Dallas desires to enter into a Project Specific Agreement (PSA) with the County to jointly coordinate, facilitate, and/or fund various maintenance activities on certain roadways within the City of Dallas.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to execute a Project Specific Agreement with Dallas County for funding participation for the repairs to the streets as identified on the attached list.

**Section 2.** That the Chief Financial Officer is hereby authorized to receive and deposit funds for the repair of the 15 specific locations in an amount not to exceed \$1,205,343.05 in the Capital Project Reimbursement Fund 0556, Dept STS, Unit W066, Revenue Code 6499.

**Section 3.** That the City Manager is hereby authorized to increase budget appropriations in the Capital Project Reimbursement Fund 0556, Dept STS, Unit W066, Object 3072 in an amount not to exceed \$1,205,343.05 to reimburse City expenses incurred for the street repair of 15 specific locations outlined in the agreement.

**Section 4.** That the Chief Financial Officer is hereby authorized to reclassify eligible construction costs for the street repair of 15 specific locations to the Capital Project Reimbursement Fund 0556, Dept STS, Unit W066, Object Various, from Current Funds 0001, Dept STS, Unit 3432, Object Various in an amount not to exceed \$1,205,343.05.

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



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** February 24, 2016  
**COUNCIL DISTRICT(S):** 4  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** 55A

---

**SUBJECT**

An ordinance abandoning a perpetual easement and portions of Fifth and Red Oak Streets to Skyview Development, LLC and the State of Texas, acting by and through the Texas Department of Transportation, the abutting owners, containing a total of approximately 9,272 square feet of land, located near the intersection of Eads and Hutchins Avenues, and authorizing the quitclaim - Revenue: \$9,272, plus the \$20 ordinance publication fee

**BACKGROUND**

This item is on the addendum because additional review time was required. This item authorizes the abandonment of a perpetual easement and portions of Fifth and Red Oak Streets to Skyview Development, LLC and the State of Texas, acting by and through the Texas Department of Transportation, the abutting owners. The areas will be included with the property of the abutting owner for a mixed-use development. The abandonment fee is based on an independent appraisal.

Notices were sent to 9 property owners located within 300 feet of the proposed abandonment area. There was no response received in opposition to the request.

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

Council will be briefed by memorandum regarding this item.

**FISCAL INFORMATION**

Revenue: \$9,272, plus the \$20 ordinance publication fee

**OWNER**


**Skyview Development, LLC**

Royce West, Manager

**MAP**

Attached



Abandonment Areas: 



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

An ordinance providing for the abandonment of a perpetual easement and portions of Fifth Street and Red Oak Street, located in and adjacent to City Blocks 51/3032 and 64/3035 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Skyview Development, LLC and the State of Texas, acting by and through the Texas Department of Transportation; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

**ooo0ooo**

**WHEREAS**, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Skyview Development, LLC, a Texas limited liability company, and the State of Texas, acting by and through the Texas Department of Transportation, hereinafter referred to collectively as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said perpetual easement and portions of Fifth and Red Oak Streets are not needed for public use, and same should be abandoned, quitclaimed and relinquished to **GRANTEE**, as hereinafter stated; and

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

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

**SECTION 1.** That the tracts of land described in Exhibit A, which are attached hereto and made a part hereof for all purposes, be and the same are abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **NINE THOUSAND TWO HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$9,272.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10 and 11, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tracts of land hereinabove described in Exhibit A as follows: unto Skyview Development, LLC, all of its right, title and interest in Tracts 1, 2, and 3 of Exhibit A; unto the State of Texas, acting by and through the Texas Department of Transportation, all of its right, title and interest in Tract 4 of Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

**SECTION 3.** That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, 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 and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto and made a part hereof for all purposes.

**SECTION 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, to the extent allowed by law, agree to indemnify, defend, release and hold harmless the City of Dallas as to any 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, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and

(f) any “chemical substance” under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

**SECTION 9.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** agrees that the abandonment shall not be effective unless and until individual Grantee named herein as the State of Texas, acting by and through the TXDOT ROW Division in Austin or the Texas Transportation Commission, shall deliver documentation to the Director of the Department of Sustainable Development and Construction of said Grantee’s official acceptance of quitclaim to it of that certain tract of land described in Exhibit A-Tract 4 in accordance with its ROW acquisition procedures.

**SECTION 10.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tracts of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

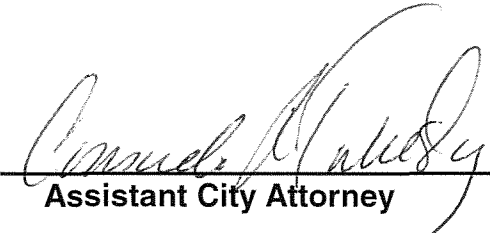
**SECTION 11.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the passage of this ordinance, close, barricade and/or place signs in the areas described in Exhibit A in accordance with detailed plans approved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

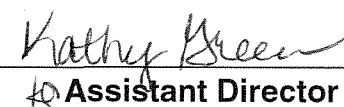
**SECTION 12.** That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of the Department of Sustainable 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, and the delivery of required documentation set forth in Section 9, the Director of the 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, 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 the 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:**  
**WARREN M. S. ERNST**  
City Attorney

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

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

BY  \_\_\_\_\_  
Assistant Director

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

# EXHIBIT A-TRACT 1

## ABANDONMENT OF A PART OF FIFTH STREET ORIGINAL TOWN OF OAK CLIFF ADJACENT TO BLOCK 51/3032 AND BLOCK 64/3035 CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 5,586 square foot tract of land located in the E. ROBERTSON SURVEY, Abstract 1211, adjacent to Block 51/3032, and Block 64/3035, City of Dallas, Dallas County, Texas, and being a part of the Original Town of OAK CLIFF, an Addition to the Dallas County, Texas, according to the plat thereof recorded in Volume 89, Page 1, Deed Records, Dallas County, Texas, and transcribed in Volume 3, Page 516, Deed Records, Dallas County, Texas, and being a portion of Fifth Street, a right-of-way as created by said plat, and being more particularly described as follows:

Beginning at 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the intersection of the East line of Interstate Highway No. 35, with the South line of said Fifth Street, and being at the Northwest corner of said Block 64/3045;

Thence North 00 deg. 55 min. 01 sec. West, along said East line, a distance of 60.01 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the North line of said Fifth Street, and being the South line of said Block 51/3032;

Thence South 89 deg. 51 min. 11 sec. East, along said North line, a distance of 93.48 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the intersection of the said North line, with the said West line of Eads Street, and being at the Southeast corner of said Block 51/3032;

Thence South 00 deg. 11 min. 00 sec. East, along said West line, a distance of 60.01 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the intersection of said West line of Eads Street, with the said South line of Fifth Street, at the Northeast corner of said Block 64/3045;

Thence North 89 deg. 51 min. 11 sec. West, along said South line, a distance of 92.71' to the PLACE OF BEGINNING and containing 5,586 square feet or 0.128 of an acre of land.

Basis of bearing is the South line of ROYCE B. WEST Addition, N 89°51'00" W, as shown on plat recorded in Volume 2002135, Page 7, Deed Records, Dallas County, Texas.

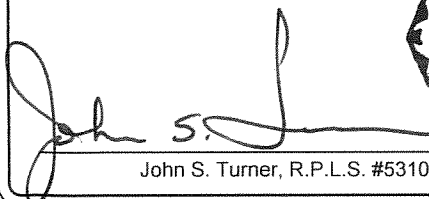
(FOR SPRG USE ONLY)

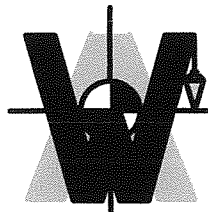
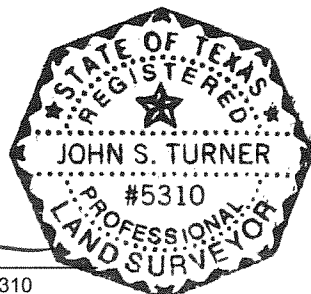
REVIEWED BY: DBF

DATE: 02-19-2016

SPRG NO: 3035

SHEET 1 OF 2

  
John S. Turner, R.P.L.S. #5310



**A&W SURVEYORS, INC.**

*Professional Land Surveyors*

P.O. BOX 870029, MESQUITE, TX. 75187

PHONE: (972) 681-4975 FAX: (972) 681-4954

WWW.AWSURVEY.COM

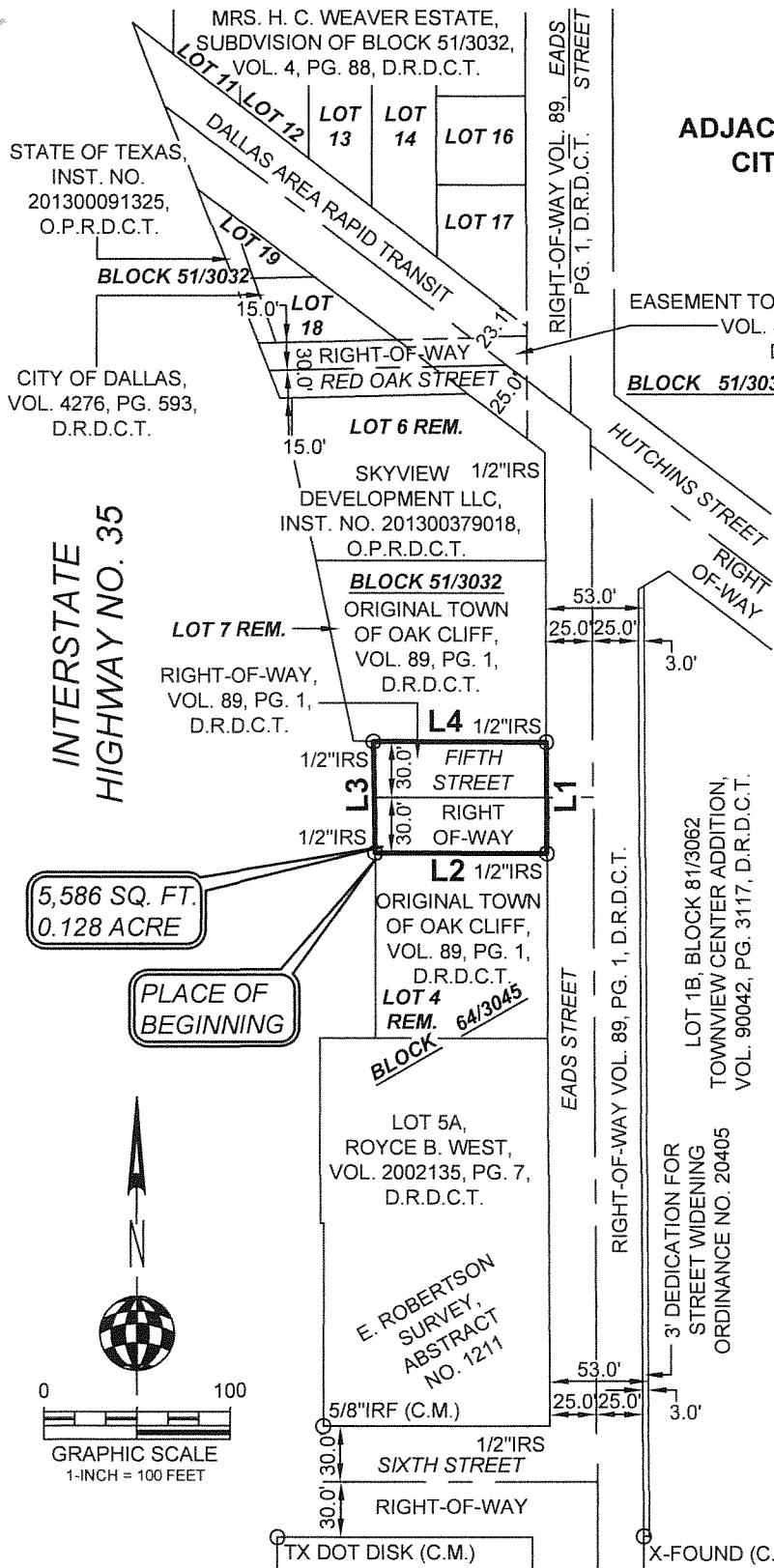
Job Number: 13-1774

Date: 03/13/2014

Drafter: 024

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**ABANDONMENT OF FIFTH STREET  
ORIGINAL TOWN OF OAK CLIFF  
ADJACENT TO BLOCK 51/3032 AND BLOCK 64/3035  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**



(FOR SPRG USE ONLY)  
 REVIEWED BY: DBF  
 DATE: 02-19-2016  
 SPRG NO: 3085

LINE TABLE					
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	60.01'	S00°11'00"E	L3	60.01'	N00°55'01"W
L2	92.71'	N89°51'11"W	L4	93.48'	S89°51'11"E

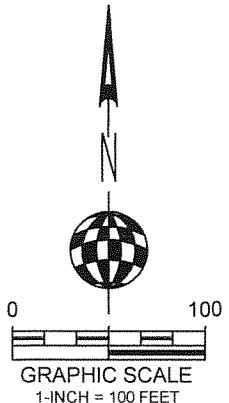
Basis of bearing is the South line of ROYCE B. WEST Addition, N 89°51'00" W, as shown on plat recorded in Volume 2002135, Page 7, Deed Records, Dallas County, Texas.

LEGEND	
D.R.D.C.T.	Deed Records, Dallas County, Texas
M.R.D.C.T.	Map Records, Dallas County, Texas
O.P.R.D.C.T.	Official Public Records, Dallas County, Texas
C.M.	Controlling Monument
VOL.	Volume
PG.	Page
INST. NO.	Instrument Number
IRF	iron rod found
1/2" IRS	1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set

INTERSTATE  
HIGHWAY NO. 35

5,586 SQ. FT.  
0.128 ACRE

PLACE OF BEGINNING



*John S. Turner*  
 John S. Turner, R.P.L.S. #5310

**A&W SURVEYORS, INC.**  
 Professional Land Surveyors  
 P.O. BOX 870029, MESQUITE, TX. 75187  
 PHONE: (972) 681-4975 FAX: (972) 681-4954  
 WWW.AWSURVEY.COM

Job Number: 13-1774      Date: 11/21/2014      Drafter: 024  
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# EXHIBIT A-TRACT 2

## ABANDONMENT OF PART OF RED OAK STREET ADJACENT TO BLOCK 51/3032 CITY OF DALLAS, DALLAS COUNTY, TEXAS

Being a 1,668 square foot tract of land located in the E. ROBERTSON SURVEY, Abstract 1211, adjacent to Block 51/3032, City of Dallas, Dallas County, Texas, and a portion of Red Oak Street, a right-of-way, created by A REVISED AND CORRECTED PLAT OF BLOCKS 51/3032 AND 64/3045, OAK CLIFF LAND COMPANY, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 2, Page 60, Deed Records, Dallas County, Texas, and a portion of Red Oak Street, a right-of-way, created by Tract 2, in a Warranty Deed to the City of Dallas, recorded in Volume 1323, Page 98, Deed Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the South line of said Red Oak Street, at the Northwest corner of that portion of said Block 51/3032 described in deed to Skyview Development, LLC, recorded in Instrument No. 201300379018, Official Public Records, Dallas County, Texas, said point being North 88 deg. 32 min. 46 sec. East, a distance of 6.53 feet from the Northeast line of Interstate Highway No. 35, variable width;

Thence North 18 deg. 26 min. 02 sec. West, passing through said Red Oak Street, a distance of 31.37 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" for corner in the North line of said Red Oak Street, same being the South line of Lot 19, Block 51/3032, of Mrs. H C Weaver Estate Sub-division of Block 51/3032, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 4, Page 88, Deed Records, Dallas County, Texas, at the Southeast corner of that portion of said Lot 19, described in deed to the State of Texas, recorded in Instrument No. 201300093122, Official Public Records, Dallas County, Texas, said point being North 88 deg. 32 min. 46 sec. East, a distance of 8.27' from the said Northeast line of Interstate Highway No. 35;

Thence North 88 deg. 32 min. 46 sec. East, along the said North line of Red Oak Street, same being the South line of said Lot 19, a distance of 66.63 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the Southwest corner of a tract of land described in deed to Skyview Development, LLC, recorded in Instrument No. 201400205450, Official Public Records, Dallas, County, Texas, same being the West corner of a second tract to Skyview Development, LLC, recorded in Instrument No. 201400241852, Official Public Records, Dallas County, Texas, and being at the Northeast corner of said Tract 2 of City of Dallas tract, recorded in Volume 1323, Page 98, Deed Records, Dallas County, Texas;

Thence South 52 deg. 47 min. 48 sec. East, along the said Southwest line of Skyview Development, LLC tract, a distance of 24.01 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the Southeast corner of said Tract 2 of City of Dallas tract,

Thence South 88 deg. 32 min. 46 sec. West, along the South line of said Tract 2 of City of Dallas Tract, a distance of 41.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Southwest corner of said Tract 2 of City of Dallas tract;

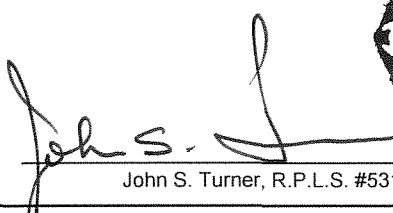
Thence South 01 deg. 27 min. 14 sec. East, a distance of 15.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the said South line of Red Oak Street;

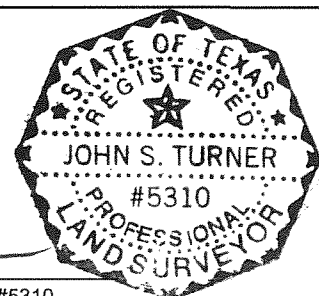
Thence South 88 deg. 32 min. 46 sec. West, along said South line of Red Oak Street, a distance of 35.22 feet to the PLACE OF BEGINNING and containing 1,668 square feet or 0.068 of an acre of land.

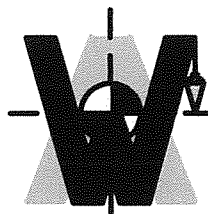
Basis of bearing is the South line of ROYCE B. WEST Addition, N 89°51'00" W, as shown on plat recorded in Volume 2002135, Page 7, Deed Records, Dallas County, Texas.

(FOR SPRG USE ONLY)  
REVIEWED BY: DBF  
DATE: 02-19-2016  
SPRG NO: 3084

SHEET 1 OF 2

  
John S. Turner, R.P.L.S. #5310





**A&W SURVEYORS, INC.**

*Professional Land Surveyors*

P.O. BOX 870029, MESQUITE, TX. 75187

PHONE: (972) 681-4975 FAX: (972) 681-4954

WWW.AWSURVEY.COM

Job Number: 16-0181

Date: 02/09/2016

Drafter: 024

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ABANDONMENT OF PART OF RED OAK STREET  
ADJACENT TO BLOCK 51/3032  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

**FADS STREET**  
RIGHT-OF-WAY  
VOL. 89, PG. 1, D.R.D.C.T.

SKYVIEW  
DEVELOPMENT, LLC,  
INST. NO.  
201400241852,  
O.P.R.D.C.T.

**LOT 17**  
MRS. H C WEAVER ESTATE  
SUBDIVISION OF BLOCK 51/3032,  
VOL. 4, PG. 88, D.R.D.C.T.

SKYVIEW DEVELOPMENT, LLC,  
INST. NO. 201400205450, O.P.R.D.C.T.

TRACT 2  
CITY OF DALLAS,  
VOL. 1323, PG. 98,  
D.R.D.C.T.

CITY OF DALLAS,  
VOL. 4276, PG. 589 &  
VOL. 4276, PG. 593,  
D.R.D.C.T.

**LOT 19 REM.**  
**BLOCK 51/3032**

STATE OF TEXAS,  
INST. NO. 201300091322,  
O.P.R.D.C.T.

RIGHT-OF-WAY  
RETAINED BY THE  
CITY OF DALLAS  
FOR PUBLIC USE

SOUTH LINE OF  
30' RIGHT-OF-WAY,  
REFERENCED  
IN VOL. 1075, PG. 201,  
D.R.D.C.T.

**INTERSTATE  
HIGHWAY NO. 35**  
(VARIABLE WIDTH)

PLACE OF  
BEGINNING

S 00°48'41" W  
614.85' TO TX  
DOT DISK (C.M.)  
S 01°39'50" E  
555.14' TO  
5/8" IRF (C.M.)

1,668 SQ. FT.  
OR 0.038 ACRE

1/2" IRS

1/2" IRS

1/2" IRS

1/2" IRS

1/2" IRS

1/2" IRS

1/2" IRS

1/2" IRS

1/2" IRS

1/2" IRS

**LOT 6 REM.**

**LOT 6 REM.**

**LOT 6 REM.**

**LOT 6 REM.**

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**LOT 6 REM.**

**LOT 6 REM.**

**LOT 6 REM.**

**LOT 6 REM.**

**LOT 6 REM.**

**LOT 6 REM.**

**LOT 6 REM.**

**LEGEND**

- D.R.D.C.T. Deed Records, Dallas County, Texas
- M.R.D.C.T. Map Records, Dallas County, Texas
- O.P.R.D.C.T. Official Public Records, Dallas County, Texas
- C.M. Controlling Monument
- VOL. Volume
- PG. Page
- INST. NO. Instrument Number
- IRF iron rod found
- 1/2" IRS 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set

LINE	LENGTH	BEARING
L1	31.37'	N18°26'02"W
L2	66.63'	N88°32'46"E
L3	24.01'	S52°47'48"E
L4	41.00'	S88°32'46"W
L5	15.00'	S01°27'14"E
L6	35.22'	S88°32'46"W

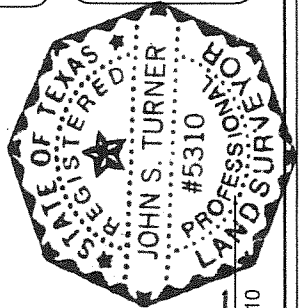
Basis of bearing is the South line of ROYCE B. WEST Addition, N 89°51'00" W, as shown on plat recorded in Volume 2002135, Page 7, Deed Records, Dallas County, Texas.

(FOR SPRG USE ONLY)

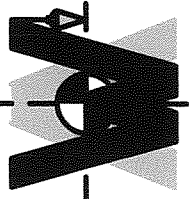
REVIEWED BY: PBF

DATE: 02-19-2014

SPRG NO: 3084



*John S. Turner*  
John S. Turner, R.P.L.S. #5310



**A&W SURVEYORS, INC.**

Professional Land Surveyors

P.O. BOX 870029, MESQUITE, TX. 75187

PHONE: (972) 681-4975 FAX: (972) 681-4954

WWW.AWSURVEY.COM

Job Number: 16-0181

Date: 02/09/2016

Drafter: 024

"A professional company operating in your best interest"

**ABANDONMENT OF CITY OF DALLAS PERPETUAL EASEMENT  
PORTION OF RED OAK STREET  
ADJACENT TO BLOCK 51/3032  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**EXHIBIT A-TRACT 3**

Being a 1,796 square foot tract of land located in the E. ROBERTSON SURVEY, Abstract 1211, adjacent to Block 51/3032, City of Dallas, Dallas County, Texas, OAK CLIFF, an Addition to the Dallas County, Texas, according to the plat thereof recorded in Volume 89, Page 1, Deed Records, Dallas County, Texas, transcribed to Volume 3, Page 516, Map Records, Dallas County, Texas, and being part of a tract of land described in a Quitclaim deed to Skyview Development, LLC, recorded in Instrument No. 201400241852, Official Public Records, Dallas County, Texas, and being the same easement described in deed to the City of Dallas, recorded in Volume 4631, Page 297, Map Records, Dallas County, Texas, and being more particularly described as follows:

Commencing at a point for corner in the West line of Eads Street, a 50' right-of-way, and being at the South corner of Lot 17, of said Block 51/3032, MRS. H C WEAVER ESTATE SUBDIVISION OF BLOCK 51/3032, an Addition to the Dallas County, Texas, according to the plat thereof recorded in Volume 4, Page 88, Map Records, Dallas County, Texas, same being the Northeast corner of a tract of land described in deed to Skyview Development, LLC, recorded in Instrument No. 201400205450, Official Public Records, Dallas County, Texas;

Thence South 00 deg. 11 min. 00 sec. East, along the West line of said Eads Street, same being the East line of said Skyview Development, LLC tract, recorded in Instrument No. 201400205450, a distance of 7.19 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the PLACE OF BEGINNING of the tract described herein, same being the common East corner of said Skyview Development, LLC tracts;

Thence South 00 deg. 11 min. 00 sec. East, continuing along said West line, same being the East line of said deed to Skyview Development, LLC, recorded in Instrument No. 201400241852, a distance of 53.14 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the Northeast line of that portion of Lot 6, of said Block 51/3032, described in deed to Skyview Development, LLC, recorded in Instrument No. 201300379018, Official Public Records, Dallas County, Texas, same being the South corner of said Skyview Development, LLC, recorded in Instrument No. 201400241852 tract;

Thence North 52 deg. 47 min. 48 sec. West, along said Southwest line of said Skyview Development, LLC, recorded in Instrument No. 201400241852, a distance of 85.05 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Northeast corner of Tract 2 described in deed to the City of Dallas, Dallas County, Texas, recorded in Volume 1323, Page 98, Map Records, Dallas County, Texas, said point being at the East corner of Lot 17, of said Block 51/3032, and being the West corner of said City of Dallas easement, same being the common West corner of said Skyview Development, LLC tracts;

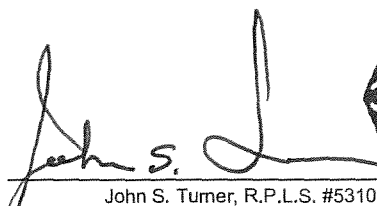
Thence North 88 deg. 32 min. 46 sec. East, along the common boundary line of said Skyview Development, LLC tract, same being the North line of said City of Dallas easement, a distance of 67.60 feet to the PLACE OF BEGINNING and containing 1,796 square feet or 0.041 of an acre of land.

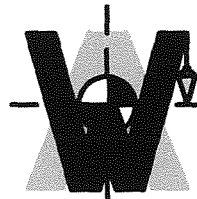
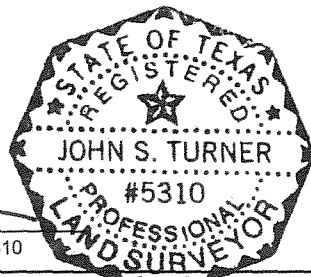
Basis of bearing is the South line of ROYCE B. WEST Addition, N 89°51'00" W, as shown on plat recorded in Volume 2002135, Page 7, Deed Records, Dallas County, Texas.

(FOR SPRG USE ONLY)

REVIEWED BY: DBF  
DATE: 10-20-2015  
SPRG NO: 3299

SHEET 1 OF 3

  
John S. Turner, R.P.L.S. #5310



**A&W SURVEYORS, INC.**

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WWW.AWSURVEY.COM

Job Number: 13-1774

Date: 4/14/2015

Drafter: 024

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ABANDONMENT OF CITY OF DALLAS PERPETUAL EASEMENT  
PORTION OF RED OAK STREET  
ADJACENT TO BLOCK 51/3032  
CITY OF DALLAS, DALLAS COUNTY, TEXAS

LOT 14  
MRS. H C WEAVER ESTATE  
SUBDIVISION OF BLOCK 51/3032,  
VOL. 4, PG. 88, M.R.D.C.T.

(FOR SPRG USE ONLY)  
REVIEWED BY: *DF*  
DATE: *12.20.2015*  
SPRG NO: 3299

STATE OF TEXAS, LOT 18 REM.  
INST. NO. 201300091325,  
O.P.R.D.C.T.

CITY OF DALLAS,  
VOL. 4276, PG. 593,  
M.R.D.C.T.

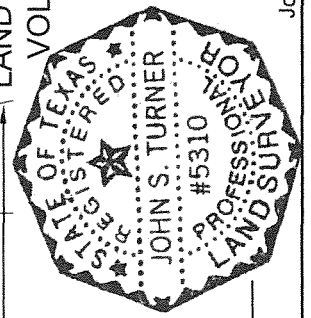
SOUTH LINE OF  
30' RIGHT-OF-WAY,  
REFERENCED  
IN VOL. 1075, PG. 201,  
M.R.D.C.T.

INTERSTATE  
HIGHWAY NO. 35

OSCAR CHAMBERS  
VOL. 1075, PG. 201,  
D.R.D.C.T.

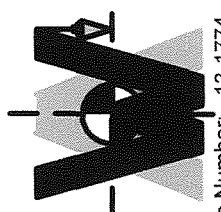
SKYVIEW DEVELOPMENT LLC,  
INST. NO. 201300379018,  
O.P.R.D.C.T.  
**BLOCK 51/3032**  
REVISED & CORRECTED  
PLAT OF BLOCKS 51/3032  
AND 64/3045 OF OAK CLIFF  
LAND COMPANY'S ADDITION,  
VOL. 2, PG. 60, M.R.D.C.T.

5.00°11'25" W  
614.63' TO TX  
DOT DISK (C.M.)  
S 02°21'06" E  
555.10' TO  
5/8" IRF (C.M.)



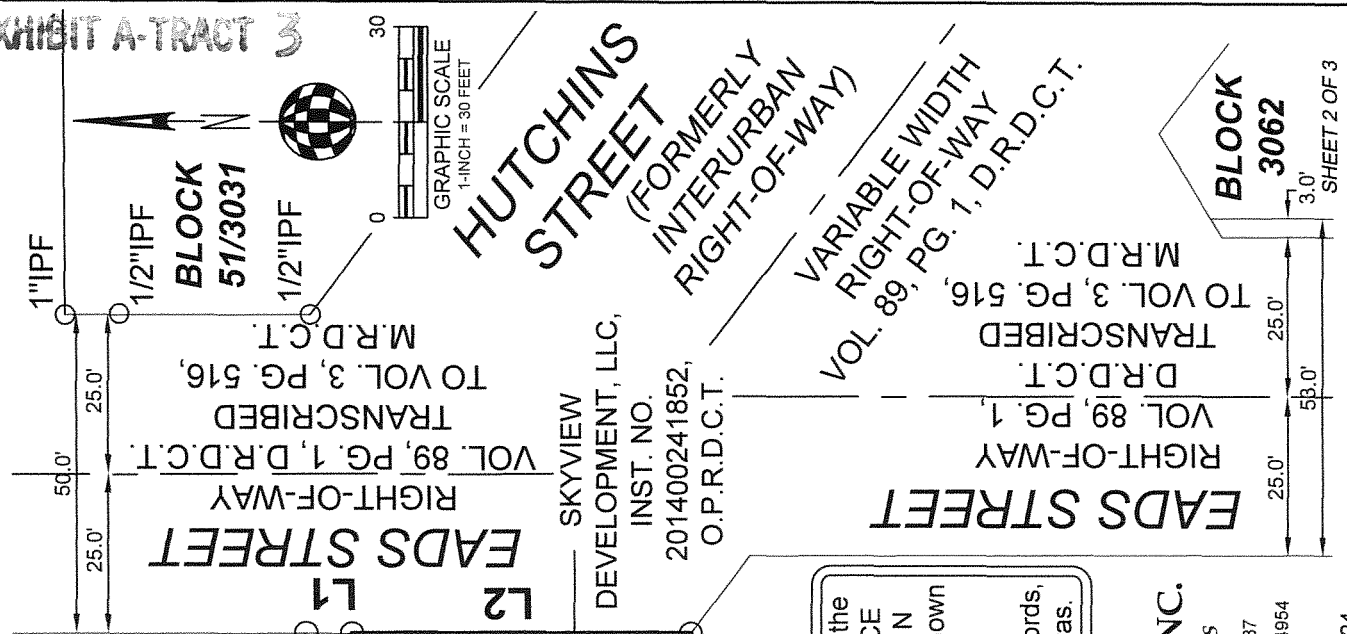
NOTE: SEE PAGE 3 FOR  
LINE TABLE AND LEGEND.

*John S. Turner*  
John S. Turner, R.P.L.S. #5310



**A&W SURVEYORS, INC.**  
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WWW.AWSURVEY.COM

Job Number: 13-1774 Date: 04/14/2015 Drafter: 024



LOT 17  
MRS. H C WEAVER ESTATE  
SUBDIVISION OF BLOCK 51/3032,  
VOL. 4, PG. 88, M.R.D.C.T.

PLACE OF  
COMMENCING  
PLACE OF  
BEGINNING

LOT 19 REM.  
LOT 6 REM.  
LOT 6 REM.  
LOT 6 REM.

SKYVIEW DEVELOPMENT LLC,  
INST. NO. 201400241852,  
O.P.R.D.C.T.

Basis of bearing is the  
South line of ROYCE  
B. WEST Addition, N  
89°51'00" W, as shown  
on plat recorded in  
Volume 2002135,  
Page 7, Deed Records,  
Dallas County, Texas.

BLOCK  
3062  
3.0'

58.0'  
25.0'  
25.0'  
25.0'

RIGHT-OF-WAY  
VOL. 89 PG. 1  
D.R.D.C.T.  
TRANSCRIBED  
TO VOL. 3 PG. 516,  
M.R.D.C.T.

RIGHT-OF-WAY  
VOL. 89, PG. 1, D.R.D.C.T.

VARIABLE WIDTH  
RIGHT-OF-WAY  
VOL. 89, PG. 1, D.R.D.C.T.

HUTCHINS  
STREET  
(FORMERLY  
INTERURBAN  
RIGHT-OF-WAY)

**ABANDONMENT OF CITY OF DALLAS PERPETUAL EASEMENT  
 PORTION OF RED OAK STREET  
 ADJACENT TO BLOCK 51/3032  
 CITY OF DALLAS, DALLAS COUNTY, TEXAS**

**EXHIBIT A-TRACT 3**

LINE TABLE		
LINE	LENGTH	BEARING
L1	7.19'	S00°11'00"E
L2	53.14'	S00°11'00"E
L3	85.05'	N52°47'48"W
L4	67.60'	N88°32'46"E

**LEGEND**

D.R.D.C.T. Deed Records, Dallas County, Texas  
 M.R.D.C.T. Map Records, Dallas County, Texas  
 O.P.R.D.C.T. Official Public Records, Dallas County, Texas  
 C.M. Controlling Monument  
 VOL. Volume  
 PG. Page  
 INST. NO. Instrument Numbe.  
 IRF iron rod found  
 1/2" IRS 1/2" iron rod with a yellow plastic cap stamped  
 "RPLS 5310" set  
 PFC point for corner

Basis of bearing is the South line of ROYCE B. WEST Addition, N 89°51'00" W, as shown on plat recorded in Volume 2002135, Page 7, Deed Records, Dallas County, Texas.

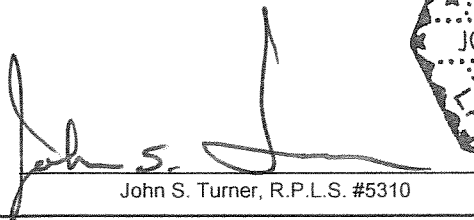
(FOR SPRG USE ONLY)

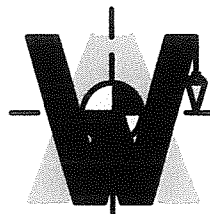
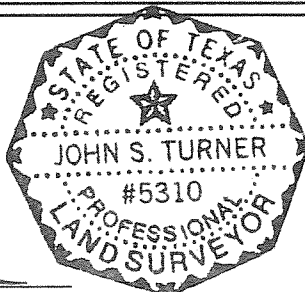
REVIEWED BY: DBF

DATE: 10-20-2015

SPRG NO: 3299

SHEET 3 OF 3

  
 John S. Turner, R.P.L.S. #5310



**A&W SURVEYORS, INC.**

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WWW.AWSURVEY.COM

Job Number: 13-1774

Date: 4/14/2015

Drafter: 024

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**ABANDONMENT OF PART OF RED OAK STREET  
ADJACENT TO BLOCK 51/3032  
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Being a 222 square foot tract of land located in the E. ROBERTSON SURVEY, Abstract 1211, adjacent to Block 51/3032, City of Dallas, Dallas County, Texas, and a portion of Red Oak Street, a right-of-way, created by A REVISED AND CORRECTED PLAT OF BLOCKS 51/3032 AND 64/3045, OAK CLIFF LAND COMPANY, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 2, Page 60, Deed Records, Dallas County, Texas, and a portion of Red Oak Street, a right-of-way, created by Tract 2, in a Warranty Deed to the City of Dallas, recorded in Volume 1323, Page 98, Deed Records, Dallas County, Texas, and being more particularly described as follows:

Beginning at 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner in the South line of said Red Oak Street, at the Northwest corner of that portion of said Block 51/3032 described in deed to Skyview Development, LLC, recorded in Instrument No. 201300379018, Official Public Records, Dallas County, Texas, said point being North 88 deg. 32 min. 46 sec. East, a distance of 6.53 feet from the Northeast line of Interstate Highway No. 35, variable width;

Thence South 88 deg. 32 min. 46 sec. West, along the South line of said Red Oak Street, a distance of 6.53' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the intersection of said South line, with the said Northeast line of Interstate Highway No. 35, same being the Southeast corner of that portion of said Lot 19, described in deed to the State of Texas, recorded in Instrument No. 201300093122, Official Public Records, Dallas County, Texas;

Thence North 21 deg. 25 min. 31 sec. West, along said East line, a distance of 31.92 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" for corner at the intersection of the said East line with the North line of said Red Oak Street, and being in the South line of Lot 18, Block 51/3032, of Mrs. H C Weaver Estate Sub-division of Block 51/3032, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 4, Page 88, Deed Records, Dallas County, Texas, same being the Southwest corner of said State of Texas tract;

Thence North 88 deg. 32 min. 46 sec. East, along the said North line of Red Oak Street, same being the South line of said Lot 19, a distance of 8.27 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Southeast corner of said State of Texas tract;

Thence South 18 deg. 26 min. 02 sec. East, passing through said Red Oak Street, a distance of 31.37 feet to the PLACE OF BEGINNING and containing 222 square feet or 0.005 of an acre of land.

Basis of bearing is the South line of ROYCE B. WEST Addition, N 89°51'00" W, as shown on plat recorded in Volume 2002135, Page 7, Deed Records, Dallas County, Texas.

(FOR SPRG USE ONLY)

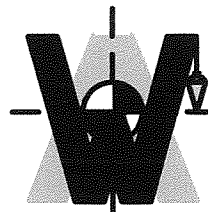
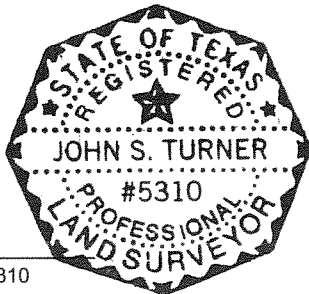
REVIEWED BY: DBF

DATE: 02.19.2016

SPRG NO: 3627

SHEET 1 OF 2

*John S. Turner*  
John S. Turner, R.P.L.S. #5310



**A&W SURVEYORS, INC.**

*Professional Land Surveyors*

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PHONE: (972) 681-4975 FAX: (972) 681-4954  
WWW.AWSURVEY.COM

Job Number: 16-0214

Date: 02/17/2016

Drafter: 024

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STATE OF TEXAS,  
 INST. NO. 201300091325,  
 O.P.R.D.C.T.  
 STATE OF TEXAS,  
 INST. NO. 201300091322,  
 O.P.R.D.C.T.

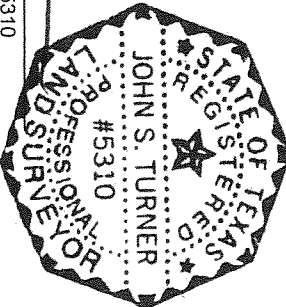
222 SQ. FT.  
 OR 0.005 ACRE

**INTERSTATE  
 HIGHWAY NO. 35**  
 (VARIABLE WIDTH)

PLACE OF  
 BEGINNING

S 00°48'41" W  
 614.85' TO TX  
 DOT DISK (C.M.)  
 S 01°39'50" E  
 555.14' TO  
 5/8" IRF (C.M.)

John S. Turner, R.P.L.S. #5310



(FOR SPRG USE ONLY)  
 REVIEWED BY: DBF  
 DATE: 02-19-2016  
 SPRG NO.: 3127

Basis of bearing is the South line of ROYCE B. WEST Addition, N 89°51'00" W, as shown on plat recorded in Volume 2002135, Page 7, Deed Records, Dallas County, Texas.

LINE	LENGTH	BEARING
L1	6.53'	S88°32'46"W
L2	31.92'	N21°25'31"W
L3	8.27'	N88°32'46"E
L4	31.37'	S18°26'02"E

SKYVIEW DEVELOPMENT LLC,  
 INST. NO. 201300379018,  
 O.P.R.D.C.T.  
 LOT 6 REM.  
 RED OAK STREET,  
 VOL. 2, PG. 60, D.R.D.C.T.  
 E. ROBERTSON  
 SURVEY,  
 ABSTRACT  
 NO. 1211

LOT 6 REM.

TRACT 2  
 CITY OF DALLAS,  
 VOL. 1323, PG. 98,  
 D.R.D.C.T.

LOT 17  
 MRS. H C WEAVER ESTATE  
 VOL. 4, PG. 88, D.R.D.C.T.  
 SKYVIEW DEVELOPMENT, LLC,  
 INST. NO. 201400203450, O.P.R.D.C.T.  
 LOT 19 REM.  
 CITY OF DALLAS,  
 VOL. 4276, PG. 589 &  
 VOL. 4276, PG. 593,  
 D.R.D.C.T.

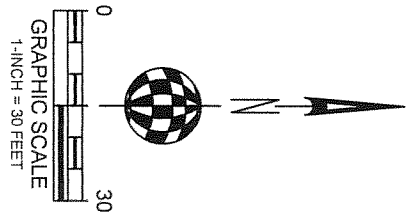
ABANDONMENT OF PART OF RED OAK STREET  
 ADJACENT TO BLOCK 51/3032  
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

**EADS STREET**  
 RIGHT-OF-WAY  
 VOL. 89, PG. 1,  
 D.R.D.C.T.

SKYVIEW  
 DEVELOPMENT, LLC,  
 INST. NO. 201400241852,  
 O.P.R.D.C.T.

**LEGEND**

- D.R.D.C.T. Deed Records, Dallas County, Texas
- M.R.D.C.T. Map Records, Dallas County, Texas
- O.P.R.D.C.T. Official Public Records, Dallas County, Texas
- C.M. Controlling Monument Volume Page
- INST. NO. Instrument Number
- IRF iron rod found
- 1/2" IRF 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set



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 WWW.AWSURVEY.COM

Job Number: 16-0214 Date: 02/17/2016 Drafter: 024  
 "A professional company operating in your best interest"

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** February 24, 2016

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Trinity Watershed Management  
City Attorney's Office

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

**MAPSCO:** 46E

---

**SUBJECT**

Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Riverfront Properties LP, a Texas limited partnership, et al., Cause No. CC-15-04148-C, pending in Dallas County Court at Law No. 3, to acquire approximately 3,756 square feet of land, located on Swiss Avenue near its intersection with Peak Street for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project; and **(2)** settlement of the condemnation proceeding for an amount not to exceed the award - Not to exceed \$15,522 (\$13,522 being the amount of the award, plus closing costs and title expenses not to exceed \$2,000); an increase of \$752 from the amount Council originally authorized for this acquisition - Financing: 2006 Bond Funds

**BACKGROUND**

This item is being placed on the addendum requesting Council approval prior to the deadline to file objections to the Award of the Special Commissioners.

On April 22, 2015, the City Council authorized the acquisition of this property, by Resolution No. 15-0817. The property owner was offered \$12,770, which was based on a written appraisal from an independent certified appraiser. The property owner did not accept the offer and the City filed an eminent domain proceeding to acquire the property. The appraisal amount was updated and after a hearing before the Special Commissioners on February 4, 2016, the property owner was awarded \$13,522. This item authorizes deposit of the amount awarded by the Special Commissioners for the property, which is \$752 more than the City Council originally authorized for this acquisition, plus closing costs and title expenses not to exceed \$2,000.

The City has no control over the Special Commissioners appointed by the judge or any award that is subsequently rendered by the Special Commissioners. The City, in order to acquire possession of the property and proceed with its improvements, must deposit the amount awarded by the Special Commissioners in the registry of the Court.

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

Authorized acquisition on April 22, 2015, by Resolution No. 15-0817.

Council was briefed by memorandum regarding this item.

Information about this item will be provided to the Transportation and Trinity River Project Committee on February 22, 2016.

**FISCAL INFORMATION**

2006 Bond Funds - \$15,522 (\$13,522 being the amount of the award, plus closing costs and title expenses not to exceed \$2,000)

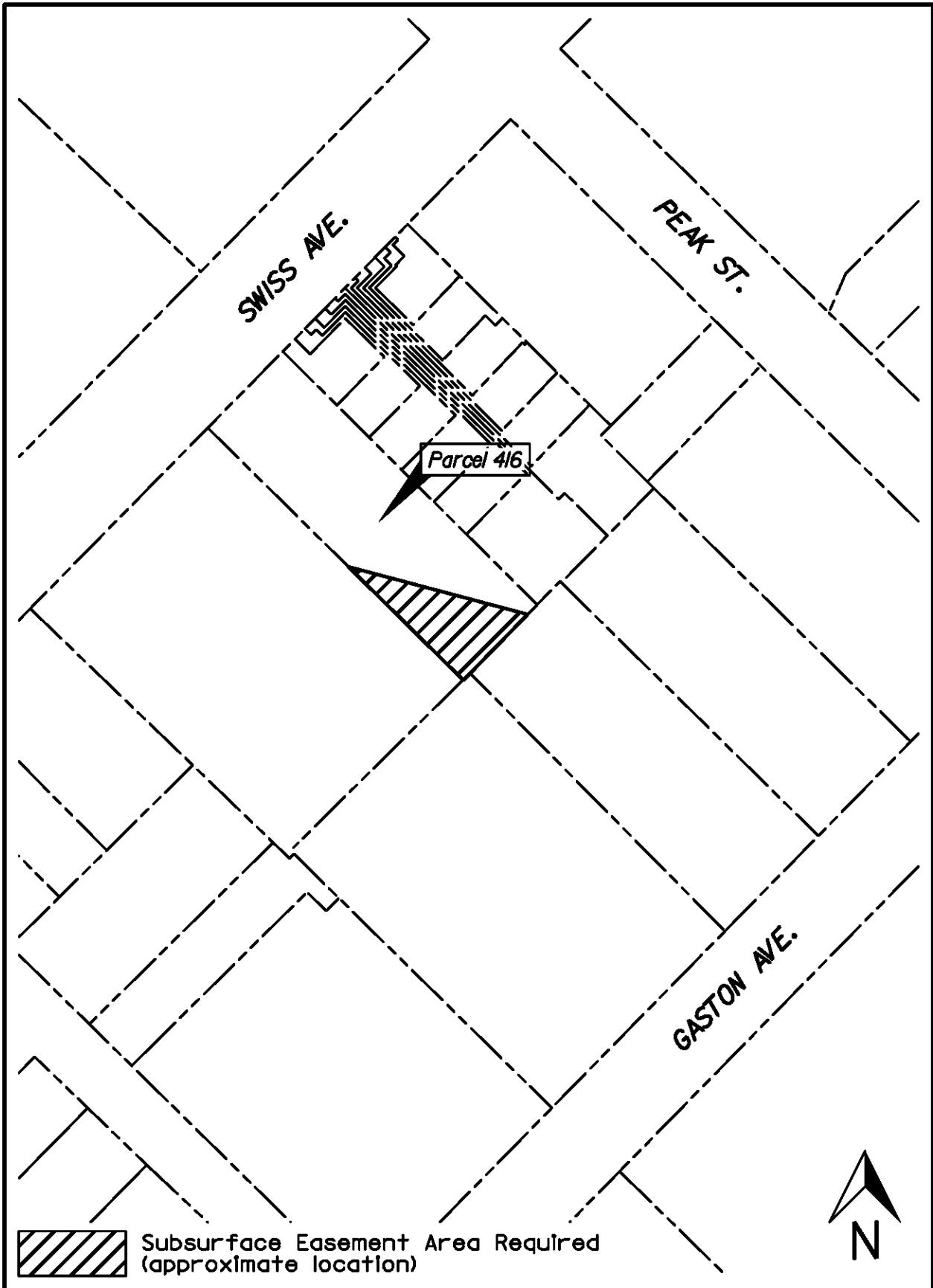
**OWNER**

**Riverfront Properties LP**

Riverfront Properties GP LLC, General Partner  
James Kevin Bollman, Manager

**MAP**

Attached



Subsurface Easement Area Required  
(approximate location)







February 24, 2016

**A RESOLUTION AUTHORIZING THE DEPOSIT OF A SPECIAL COMMISSIONERS AWARD AND SETTLEMENT OF THE CONDEMNATION PROCEEDING AND IF OBJECTIONS ARE FILED, SETTLEMENT OF THE CONDEMNATION LAWSUIT FOR AN AMOUNT NOT TO EXCEED THE AWARD.**

**IN THIS RESOLUTION THE FOLLOWING DEFINITIONS SHALL APPLY:**

CONDEMNATION PROCEEDING: Cause No. CC-15-04148-C, in Dallas County Court at Law No. 3, and styled City of Dallas v. Riverfront Properties LP, a Texas limited partnership, et al., filed pursuant to City Council Resolution No. 15-0817.

PROPERTY: Located under approximately 3,756 square feet of land in Dallas County, as described in the CONDEMNATION PROCEEDING.

PROJECT: Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project

OFFICIAL OFFER: \$12,770.00

AWARD: \$13,522.00

CLOSING COSTS AND TITLE EXPENSES: Not to exceed \$2,000.00

AUTHORIZED AMOUNT: Not to exceed: \$15,522.00

DESIGNATED FUNDS: AWARD payable out of the 2006 Bond Funds, Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4210, Encumbrance No. CT-PBW06T525G40, CLOSING COSTS AND TITLE EXPENSES payable out of the 2006 Bond Funds, Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4230, Encumbrance No. CT-PBW06T525G41.

**WHEREAS**, the OFFICIAL OFFER having been made and refused, the City Attorney filed the CONDEMNATION PROCEEDING for the acquisition of the PROPERTY for the PROJECT; and,

**WHEREAS**, the Special Commissioners appointed by the Court in the CONDEMNATION PROCEEDING made the AWARD, which the City Council wishes to deposit with the County Clerk of Dallas County, Texas, so that the City may take possession of the PROPERTY; and,

February 24, 2016

**WHEREAS**, the City Council desires to authorize the City Attorney to settle the CONDEMNATION PROCEEDING and, if objections are filed, the lawsuit arising from the CONDEMNATION PROCEEDING for an amount not to exceed the AWARD;

**Now, Therefore,**

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

**SECTION 1.** That the Chief Financial Officer is hereby authorized and directed to issue a check, paid out of and charged to the DESIGNATED FUNDS, in the amount of the AWARD payable to the County Clerk of Dallas County, Texas, to be deposited by the City Attorney with the County Clerk and in the amount of the CLOSING COSTS AND TITLE EXPENSES payable to the title company closing the transaction described herein. The AWARD, CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

**SECTION 2.** That the City Attorney is authorized to settle the CONDEMNATION PROCEEDING, and if objections are filed, the lawsuit arising from the CONDEMNATION PROCEEDING, for an amount not to exceed the AWARD.

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

**APPROVED AS TO FORM**

**Warren M. S. Ernst**  
**City Attorney**

By: \_\_\_\_\_

  
**Assistant City Attorney**

**KEY FOCUS AREA:** E-Gov  
**AGENDA DATE:** February 24, 2016  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Business Development & Procurement Services  
**CMO:** Jeanne Chipperfield, 670-7804  
**MAPSCO:** N/A

---

**SUBJECT**

Execute the casting of lots to identify the recommended vendor resulting from tie bids on lines 94, 115, 129, 133, 156, and 162 for bid BE1504 for a three-year master agreement for the purchase of hand and power tools – Sid Tool Co., Inc. dba MSC Industrial Supply Co., Nationwide Supplies, LP, Mavich, LLC, and Colonial Hardware Corporation – Financing: This action has no cost consideration to the City

**BACKGROUND**

This item was placed on the addendum to execute the casting of lots for tie bids received from solicitation BE1504 for the purchase of hand and power tools. The council agenda for award recommendation is scheduled for March 23, 2016 and in order to meet this date the results of the tie bids must be selected prior to award.

This action is not intended to make an award, but to execute the casting of lots to identify a vendor for each of the lines for which the City has received identical bids. This process is being executed in accordance with Texas Local Government Code, Section 271.901. This section of the Texas local Government Code states, in part:

- The municipality must select from the identical bids by the casting of lots
- The casting of lots must be in the presence of the governing body of the municipality
- If one of the bidders submitting an identical bid is a resident of the municipality, the municipality must select that bidder

This particular solicitation resulted in identical bids from vendors located outside the city limits.

Once the vendor(s) are selected for each line by a casting of lots, a recommendation will be presented to the City Council for award on March 23, 2016.

## **BID INFORMATION**

The following bids were received from solicitation number BE1504 and were opened on October 23, 2015. This master agreement will be awarded by line to the lowest responsive and responsible bidder.

<b><u>Bidders</u></b>	<b><u>Address</u></b>	<b><u>Tie Bid Lines</u></b>
Sid Tool Co., Inc. dba MSC Industrial Supply Co.	15600 Trinity Blvd Suite 104 Ft. Worth, TX 76155	Lines 94, 115, 129, 133, 156 and 162
Nationwide Supplies, LP	2301 Executive Dr. #B Garland, TX 75041	Lines 94, 129, 133 and 156
Mavich, LLC	525 Commerce St. Southlake, TX 76092	Line 94 and 162
Colonial Hardware Corporation	1506 S. Frazier St. Conroe, TX 77301	Line 115

## **OWNERS**

### **Sid Tool Co., Inc. dba MSC Industrial Supply Co.**

Erik Gershwind, President  
Doug Jones, Vice President  
Steve Armstrong, Secretary  
Rustom Jilla, Treasurer

### **Nationwide Supplies, LP**

Kristi Boylan, President  
Patrick Boylan, Vice President

### **Mavich, LLC**

Michelle Munes-Manfredini, President  
Chris Manfredini, Vice President  
Karen Estrada, Treasurer

### **Colonial Hardware Corporation**

Michael Joseph O'Connell III, President  
Philip Yonks, Vice President  
Nicole O'Connell, Secretary  
Susan Blake, Treasurer

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** February 24, 2016  
**COUNCIL DISTRICT(S):** 7  
**DEPARTMENT:** Housing/Community Services  
**CMO:** Alan Sims, Chief of Neighborhood Plus, 670-1611  
**MAPSCO:** 46T

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**SUBJECT**

Authorize an amendment to Resolution No. 15-0780, previously approved on April 22, 2015, for a housing development loan in an amount not to exceed \$200,000 with Southfair Community Development Corporation for construction of four affordable single family homes for the Townhomes Project to be located at 2825 South Boulevard to **(1)** increase the loan amount to \$290,000; **(2)** allow the forgiveness of debt as each unit is sold to a low-income homebuyer; and **(3)** extend the loan agreement completion date from June 22, 2016 to June 22, 2017 – Not to exceed \$90,000, from \$200,000 to \$290,000 - Financing: 2014-15 HOME Investment Partnership Program Grant Funds

**BACKGROUND**

This item is on the addendum to move forward with this project and continue the permitting process for the subject development project.

On February 2, 2015, the City posted a Notice of Funding Availability (NOFA) in the amount of \$4 million, of which \$1 million was for projects to be developed by Community Housing Development Organizations (CHDOs), requesting developers to submit proposals to build single family homes in the city limits of Dallas. Southfair Community Development Corporation (Southfair) submitted a proposal to the City of Dallas for the development of four (4) affordable housing units for low and moderate income families.

Southfair is a certified CHDO and had a prior contract with the City for predevelopment of the 2825 South Townhomes Project. They completed the acquisition, plans, and have received proposals from builders for construction of the units. An increase in the cost of development was a result of infrastructure upgrades, specifically for excavation and utilities for waste water. Additionally, builders that provided bids on the project have a slightly higher construction cost than what Southfair anticipated.

Southfair is working with a private lender for interim financing of the balance of construction costs.

**BACKGROUND (continued)**

The project will receive 2014-15 HOME Investment Partnership Program Grant Funds from the Department of Housing and Urban Development (HUD) which the City Council appropriated for housing developments such as this. The City of Dallas will provide gap construction financing for the units to be built and sold to eligible low and moderate income families. The construction work will be completed within a year, with occupancy within the same year. Upon sale, the lien will be released for forgiveness of debt but deed restrictions will remain on the property for 15 years.

City Council approval of this agenda item will authorize the City Manager to execute the loan documents with Southfair for these funds, subject to environmental review by the City of Dallas and HUD.

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

On June 25, 2014, City Council approved the City of Dallas FY 2014-15 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) Grant by Resolution No. 14-1001 (amended and reconsidered by Resolution No. 14-1314 on August 13, 2014) which included CHDO Development Loans in the HOME Investment Partnership Funds.

On April 22, 2015, the City Council approved the loan agreement with Southfair for the Townhomes Project by Resolution No. 15-0780.

Information about this item was provided to the Housing Committee on February 16, 2016.

**FISCAL INFORMATION**

2014-15 HOME Investment Partnership Program Grant Funds - \$90,000

**OWNER**

**Southfair Community Development Corporation**

Annie Evans-Jones, Executive Director

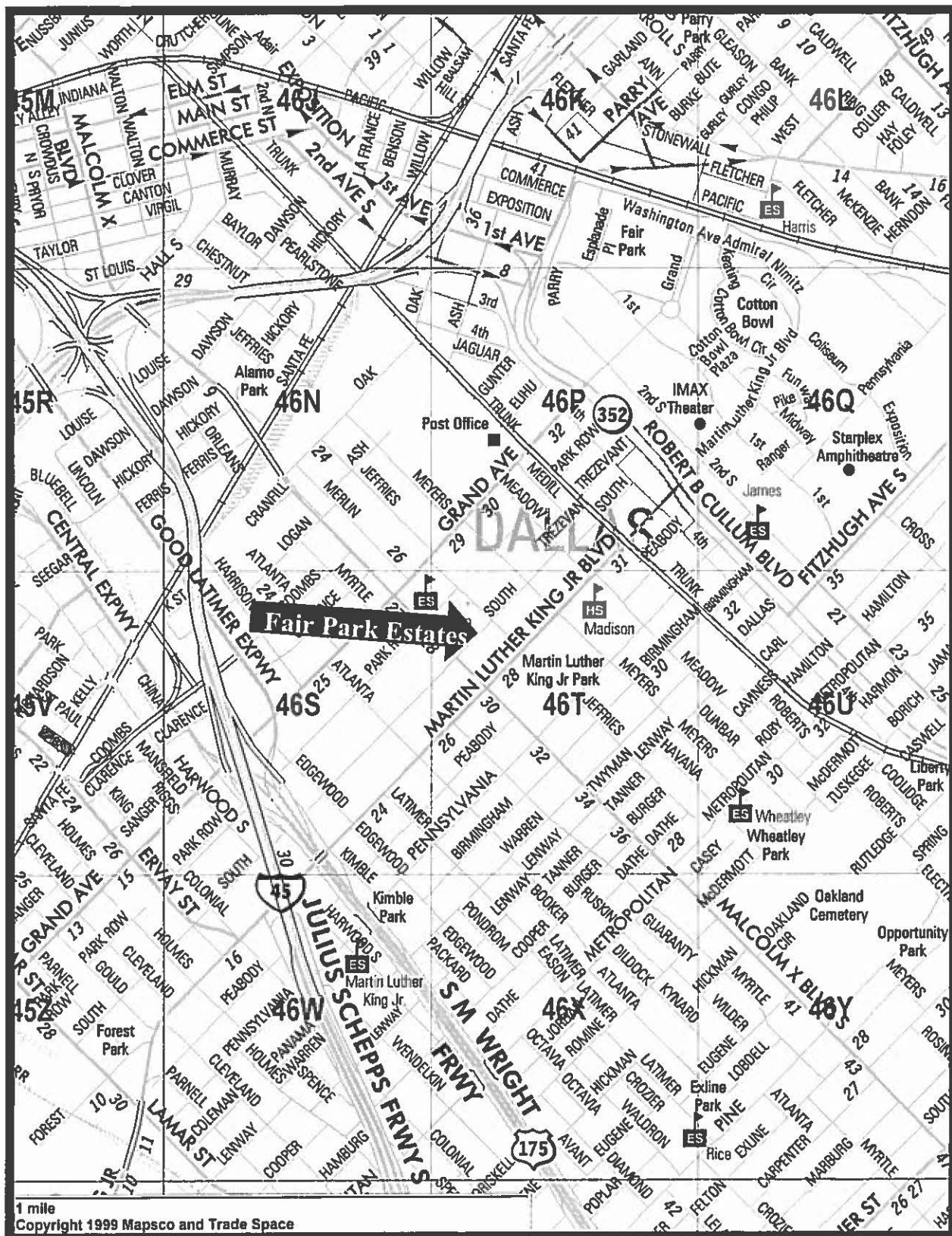
**DEVELOPER**

**Southfair Community Development Corporation**

Annie Evans-Jones, Executive Director

**MAP**

Attached



**MAPSCO 46T**





February 24, 2016

**WHEREAS**, affordable housing for low and moderate income families is a high priority of the City of Dallas; and

**WHEREAS**, on June 25, 2014, City Council approved the FY 2014-15 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) Grant by Resolution No. 14-1001 (amended and reconsidered by Resolution No. 14-1314 on August 13, 2014) which included the HOME Investment Partnership Program, CHDO Development Loan funds; and

**WHEREAS**, the Community Housing Development Corporation (CHDO) Program requires a CHDO Set-Aside Project commitment within 24-months of receiving the FY 2014-15 CHDO Operating Assistance Grant award and this project satisfies that requirement; and

**WHEREAS**, on April 6, 2015, the Housing Committee received a briefing memo on the Single Family NOFA CHDO Project recommendations; and

**WHEREAS**, Southfair Community Development Corporation (Southfair) proposes to work with the City of Dallas to undertake the development of four (4) affordable units at 2825 South Blvd; and

**WHEREAS**, the City desires for Southfair to develop affordable units for low and moderate income families; **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 authorized to execute a housing development loan amendment to (1) increase the loan amount from \$200,000 to \$290,000; (2) allow the forgiveness of debt as each unit is sold to a low-income homebuyer; and (3) extend the loan agreement completion date from June 22, 2016 to June 22, 2017 for the Townhomes Project to be located at 2825 South Boulevard.

**Section 2.** The terms of the loan agreement include:

- (a) Southfair must execute a note payable in the amount of \$290,000 to the City of Dallas for the loan.
- (b) Southfair will execute a lien through a Deed of Trust and deed restriction for a 15-year term for the affordable units.
- (c) Southfair will use the funds to gap the construction costs for the units and will remit any proceeds to the City after paying the interim construction lien and allowable closing costs.
- (d) Southfair will have until June 22, 2017 to fully complete the project.

February 24, 2016

- (e) Southfair must build and occupy the affordable units to low and moderate income families with incomes at or below 80% of area median family income.
- (f) The City will subordinate first lien position to the interim construction lender.

**Section 3.** That the City Manager, upon approval as to form by the City Attorney, is authorized to execute releases of liens and terminate deed restrictions for forgiveness of debt on the property upon compliance with the loan terms and deed restrictions.

**Section 4.** That the Chief Financial Officer is authorized to disburse funds in accordance with this resolution as follows:

Southfair Community Development Corporation                      Vendor # 345471

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object Code</u>	<u>Program #</u>	<u>Encumbrance</u>	<u>Amount</u>
HM14	HOU	463G	3015	HN14TOAM	HOU463GF151	\$90,000

**Section 5.** That the City Controller is hereby authorized to record notes receivable in balance sheet account (033F) and deferred revenue-home loan in (0859) in fund HM14 for the amount of the loan.

**Section 6.** That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the loan, until such time as the loan documents are duly approved by all parties and executed.

**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.

**ADDENDUM ITEM # 12**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** February 24, 2016  
**COUNCIL DISTRICT(S):** 7  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** 59 B

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for an Open-enrollment charter school and CR Community Retail District Uses on property zoned an MF-2(A) Multifamily District and a CR Community Retail District with the D-1 Liquor Control Overlay, on the east line of North St. Augustine Drive, north of Bruton Road  
Recommendation of Staff and CPC: Approval, subject to a development plan, traffic management plan, and conditions  
Z156-104(RB)

**FILE NUMBER:** Z156-104(RB)

**DATE FILED:** October 6, 2015

**LOCATION:** East line of North St. Augustine Drive, north of Bruton Road

**COUNCIL DISTRICT:** 7

**MAPSCO:** 59 B

**SIZE OF REQUEST:** Approx. 5 Acres

**CENSUS TRACT:** 120.00

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**APPLICANT:** TA II Acquisition, LLC

**REPRESENTATIVES:** Tommy Mann and Laura Hoffman

**OWNER:** Iglesia Nueva Vision, Inc.

**REQUEST:** An application for a Planned Development District for an Open-enrollment charter school and CR Community Retail District Uses on property zoned an MF-2(A) Multifamily District and a CR Community Retail District with the D-1 Liquor Control Overlay.

**SUMMARY:** The applicant proposes to develop the property with an open-enrollment charter school with a maximum of 48 classrooms for elementary and junior high/middle school aged children.

**CPC RECOMMENDATION:** Approval, subject to a development plan, traffic management plan, and conditions.

**STAFF RECOMMENDATION:** Approval, subject to a development plan, traffic management plan, and conditions.

**GUIDING CRITERIA FOR RECOMMENATION:**

Staff recommends approval of the request, subject to a development plan, traffic management plan, and staff’s recommended conditions based upon:

1. *Performance impacts upon surrounding property* – The physical location of improvements as well as anticipated operational characteristics associated with such a use will not impact adjacent uses, It should be noted that staff is recommending conditions that will ensure the location of the illuminated outdoor athletic field does not impact adjacent residential uses to the north and east.
2. *Traffic impact* – As the site is exclusively accessed from a thoroughfare, impact on adjacent local streets that serve area residents will be minimal. Furthermore, the attached traffic management plan will ensure queuing for unloading/loading operations are confined to the applicant’s site.
3. *Comprehensive Plan or Area Plan Conformance* – The request is in compliance with the designated Building Block for the area.
4. While the applicant has worked with adjacent property owners to address all aspects of the school’s operation, staff’s support is solely contingent on the attached recommended amending conditions.

**Zoning History:** There has been no zoning activity in the immediate area within the past five years.

**Traffic:** The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and traffic management plan and determined that it has not significantly impacted the surrounding roadway system. Furthermore, staff’s recommended conditions will require scheduled updates of the TMP to ensure all queuing for unloading/loading is contained on the property.

**Thoroughfare**

**Designation; Existing & Proposed ROW**

North St. Augustine Drive

Collector; 60’ & 60’ ROW

**STAFF ANALYSIS:**

**Comprehensive Plan:** The request site is located in an area considered a Residential Neighborhood Building Block. This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and

religious centers that serve neighborhood residents may be located at the edges or at key intersections.

**Land Use Compatibility:** The request site is undeveloped and possesses significant topography, rising approximately 20 feet across 540 feet, from west to east. The applicant proposes to develop the site with an open-enrollment charter school, providing for 48 classrooms serving elementary and junior high/middle school students. Additional improvements will include surface parking areas, adequate circulation to accommodate unloading/loading of students, and an athletic field within the eastern third of the site. A PDD is being requested for the following reasons: 1) establish a unified zoning base [northern approx. one acre is zoned MF-2(A) and would trigger certain standards for building mass developed on the balance of the site, zoned a CR District); 2) permit the open-enrollment charter school by right, in lieu of a Specific Use Permit. The property will be developed in three phases, with the third phase being a gymnasium within the southeastern quadrant of the site.

On January 13, 2016, the City Council remanded this back to the City Plan Commission so as the request could be properly notified; initial consideration of the request notified property owners within 300 feet, however the requirement is 500 feet.

Surrounding land use transitions from retail uses (south to north from the intersection of North St. Augustine Drive and Bruton Road) to residential uses (multifamily and single family structures). It should be noted that construction of multifamily uses to the west/southwest will incorporate a retail component (oriented at the intersection of North St. Augustine Drive and Bruton Road). In addition SUP Nos. 717 (Fire Station) 883 (Private recreation area) and 1573 (Tower, antenna for cellular communication) exists in close proximity to the site. Lastly, a public elementary school (Edward Titche Elementary) is located in the area, approximately 1,200 feet to the northwest.

The applicant has reached out to area property owners to discuss the vision for the school operation. Staff and the applicant have been able to work through the majority of the request; however there remains concern as to the proximity, and operational flexibility, associated with the athletic field. Specific recommendations are noted in the attached conditions. With regard to the attached TMP, staff is recommending annual updates for the first five years to better measure the impact of initial and increased enrollment (360 to 1,119 within five years), with biennial updates after this period.

As this school is anticipated to accommodate enrollments as noted above, staff is recommending a requirement that the applicant make application of a school zone plan to the Streets Department prior to the issuance of a certificate of occupancy.

As a result of this analysis, staff is supportive of the request, subject to the attached development plan, traffic management plan, and staff's recommended conditions.

Z156-104(RB)

**Landscaping:** The site possesses native vegetation (limited to the center of the site and along the eastern property line) and will be shown on a tree survey prior to issuance of any building permits. The applicant has proposed compliance with Article X landscaping. As such, a landscape plan (that works within the confines of the attached development plan) will be provided to the building official during permit review.

**CPC ACTION**

(February 18, 2016)

**Z156-104(RB)**

Planner: Richard Brown

**Motion:** It was moved to recommend **approval** of a Planned Development District for an Open-enrollment charter school and CR Community Retail District Uses, subject to a revised development plan, traffic management plan, and revised conditions on property zoned an MF-2(A) Multifamily District and a CR Community Retail District with the D-1 Liquor Control Overlay, on the east line of North St. Augustine Drive, north of Bruton Road.

Maker: Abtahi  
Second: Houston  
Result: Carried: 14 to 0

For: 14 - Anglin, Emmons, Houston, Davis, Shidid, Anantasomboon, Abtahi, Haney, Jung, Housewright, Schultz\*, Peadon, Murphy, Tarpley

Against: 0  
Absent: 1 - Ridley  
Vacancy: 0

\*out of the room, shown voting in favor

**Notices:** Area: 500 Mailed: 47  
**Replies:** For: 1 Against: 0

**Speakers:** For: Tommy Mann, 500 Winstead Building, Dallas, TX, 75201  
Against: None

**OFFICERS AND DIRECTORS**

Owner:           **IGLESIA NUEVA VISION, INC.**

Director:	Victor Manuel Gomez
Director:	Rosa Imelda Gomez
Director:	Carlos Gomez
Senior Pastor:	Victor Manuel Gomez
Secretary:	Rosa Imelda Gomez
Coordinator:	Carlos Gomez



OFFICERS AND DIRECTORS

Applicant:        **TA II ACQUISITION LLC**

Vice President:

Daniel Millman

Vice President:

Bari Cooper Sherman

President:

K. Robert Turner

**CPC RECOMMENDED CONDITIONS FOR A PLANNED DEVELOPMENT DISTRICT**

**SEC. 51P \_\_\_\_ .101. LEGISLATIVE HISTORY.**

PD \_ was established by Ordinance No. \_\_, passed by the Dallas City Council on \_.

**SEC. 51P \_\_\_\_ .102. PROPERTY LOCATION AND SIZE.**

PD \_\_\_\_\_ is established on property generally located on the east line of North St. Augustine Drive, north of Bruton Road. The size of PD \_\_\_\_ is approximately 5 acres.

**SEC. 51P- \_\_\_\_ .103. DEFINITIONS AND INTERPRETATIONS.**

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.

(b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.

(c) This district is considered to be a nonresidential zoning district.

**SEC. 51P- \_\_\_\_ .104. EXHIBITS.**

The following exhibits are incorporated into this article:

- (1) Exhibit \_\_A: development plan.
- (2) Exhibit \_\_B: traffic management plan.

**SEC. 51P- \_\_\_\_ .105. DEVELOPMENT PLAN.**

(a) For an open-enrollment charter school, development and use of the Property must comply with the development plan (Exhibit \_\_A). If there is a conflict between the text of this article and the development plan, the text of this article controls.

(b) For all other uses, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply.

**SEC. 51P- \_\_\_\_\_.106. MAIN USES PERMITTED.**

(a) Except as provided in this section, the only main uses permitted are those main uses permitted in the CR Community Retail District, subject to the same conditions applicable in the CR Community Retail District, as set out in Chapter 51A. For example, a use permitted in the CR Community Retail District only by specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the CR Community Retail District is subject to DIR in this district, etc.

(b) An open-enrollment charter school is permitted by right.

**SEC. 51P- \_\_\_\_\_.107. ACCESSORY USES.**

As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations contained in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

**SEC. 51P- \_\_\_\_\_.108. YARD, LOT, AND SPACE REGULATIONS.**

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. If there is a conflict between this section and Division 51A-4.400, this section controls).

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the CR Community Retail District apply.

(b) Retaining walls. Retaining walls a maximum of six feet in height may encroach into a required setback.

**SEC. 51P- \_\_\_\_\_.109. OFF-STREET PARKING AND LOADING.**

Consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

**SEC. 51P- \_\_\_\_\_.110. TRAFFIC MANAGEMENT PLAN.**

(a) In general. The operation of an open-enrollment charter school must comply with the traffic management plan (Exhibit \_\_\_\_B).

(b) Queuing. Queuing is only permitted inside the Property. Student drop-off and pick-up are not permitted within city rights-of-way.

(c) Traffic study.

(1) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the director by November 1, 2017. After the initial traffic study, the Property owner or operator shall submit updates of the traffic study to the director by November 1 of each year for the first five years (2018, 2019, 2020, 2021, and 2012) and then by November 1 of each even-numbered year.

(2) The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

- (A) ingress and egress points;
- (B) queue lengths;
- (C) number and location of personnel assisting with loading and unloading of students;
- (D) drop-off and pick-up locations;
- (E) drop-off and pick-up hours for each grade level;
- (F) hours for each grade level; and
- (G) circulation.

(3) Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

(A) If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

(B) If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

(d) Amendment process.

(1) A traffic management plan may be amended using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).

(2) The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

**SEC. 51P- \_\_\_\_\_.112. ENVIRONMENTAL PERFORMANCE STANDARDS.**

See Article VI.

**SEC. 51P- \_\_\_\_\_.113. LANDSCAPING.**

Landscaping must be provided in accordance with Article X.

**SEC. 51P- \_\_\_\_\_.114. FENCES FOR AN OPEN-ENROLLMENT CHARTER SCHOOL.**

(a) Fencing along the perimeter of the property must be provided in the location as shown on the development plan.

(b) A maximum of two access gates may be provided along the northern Property boundary in the general location as shown on the development plan.

(c) Final location of the access gates may vary along each respective Property line and will not require a minor amendment to the development plan.

(d) Access gates may be locked.

**SEC. 51P- \_\_\_\_\_.115. SIGNS.**

Signs must comply with the provisions for business zoning districts in Article VII.

**SEC. 51P- \_\_\_\_\_.116. ADDITIONAL PROVISIONS.**

(a) Open-enrollment charter school.

(1) The maximum number of classrooms is 48.

(2) An open-enrollment charter school may only operate between 7:00 a.m. and 6:00 p.m., Monday through Friday.

(3) The gymnasium may be used for recreational use during non-operating hours. Use of the soccer field is prohibited before 9:00 a.m., Monday through Sunday.

(4) Prior to the issuance of a certificate of occupancy, the Property owner must submit an application for a school zone plan to the Streets Department, inclusive of the financial responsibility for the improvements, with final design and construction approved by the department.

(5) Prior to the issuance of a certificate of occupancy, a minimum of 9,579 square feet of outdoor play area must be provided in the locations as shown on the development plan.

(6) Illumination of the soccer field is prohibited.

(b) The Property must be properly maintained in a state of good repair and neat appearance.

(c) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

**SEC. 51P-\_\_\_\_.117.**

**COMPLIANCE WITH CONDITIONS.**

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of the city.

(b) The building official shall not issue a building permit to authorize work, or a certificate of occupancy to authorize the operation of a use, in this district until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city.

**Traffic Management Plan and Queuing Analysis  
 Proposed KIPP Pleasant Grove Elementary School Z156-104  
 2200 N. St. Augustine Drive, Dallas, TX  
 February 3, 2016**

**Introduction:**

The proposed public charter school campus is a development of a vacant parcel of land located on Saint Augustine Drive north of the intersection with Bruton Road.

The school will start with approximately 360 students (Kindergarten – 2<sup>nd</sup> Grade) for the 2016-2017 school year, and may ultimately grow to up to 1,119 students after five years. The building has a total of 48 classrooms. The following table shows the proposed distribution of classrooms and students at buildout, actual student distribution may vary by year:

Grade	Classrooms	Students	Drop-Off Time	Dismissal Time
Pre-K	3	60	7:15-7:30 AM	3:30-3:50 PM
Kindergarten	33	120	7:15-7:30 AM	3:30-3:50 PM
1 <sup>st</sup> Grade		120	7:15-7:30 AM	3:30-3:50 PM
2 <sup>nd</sup> Grade		120	7:15-7:30 AM	3:30-3:50 PM
3 <sup>rd</sup> Grade		120	7:15-7:30 AM	3:30-3:50 PM
4 <sup>th</sup> Grade		120	7:15-7:30 AM	3:30-3:50 PM
5 <sup>th</sup> Grade		12	120	7:10-7:30 AM
6 <sup>th</sup> Grade	116		7:10-7:30 AM	4:30-5:00 PM
7 <sup>th</sup> Grade	113		7:10-7:30 AM	4:30-5:00 PM
8 <sup>th</sup> Grade	110		7:10-7:30 AM	4:30-5:00 PM
<b>Total</b>	<b>48</b>	<b>1,119</b>		

Morning drop-off is from 7:15-7:30 AM for students from Pre-K to 4<sup>th</sup> grade and from 7:10-7:30 AM for students from 5<sup>th</sup> to 8<sup>th</sup> grade, with school starting at 7:30 AM. Afternoon pick-up is between 3:30-3:50 PM for students from Pre-K to 4<sup>th</sup> grade and 4:30-5:00 PM for students from 5<sup>th</sup> to 8<sup>th</sup> grade. The pick-up and drop-off times can be modified to match the school operations. When the student population using the pick-up loading areas grows beyond a certain point, separate dismissals will be required. The pick-up time periods can be modified as long as pick-ups are divided into groups that are separated by at least 15 minutes.

Public charter schools can achieve bus usage of around 50%. While a similar percentage is possible at this campus, a bus usage of 20% for Pre-K – Grade 1 and 40% for Grades 2 – 8 is assumed for the queue calculations in order to ensure a conservative analysis of the queuing demand. The TMP is expandable to handle all 1,119 students in the unlikely event that buses are not used.

**Proposed TMP Operation:**

The proposed TMP has two loading areas which will operate the same in both the drop-off and pick-up time periods.

The Bus Loading Area is entered from Saint Augustine Drive at the northern driveway, Drive 1. Buses will enter the right lane, separate from vehicles in the left lane, and circulate through a separate loop around the school. Just after the loading zone, a staffer will manage the crossing between buses and vehicles. Buses will exit the site first, then vehicles will be allowed to queue into the overlapping zone. Buses will continue through the parking lot and exit via the southern driveway, Drive 2, connection to Saint Augustine Drive. Separate left- and right-turn lanes are available for outbound movements at the intersection of Drive 2 and Saint Augustine Drive. Space is available for temporary bus stacking if necessary, but no buses will be stored on the site overnight. The Bus Loading Area can accommodate multiple buses loading or unloading at the same time.

The Loading Area is entered from Saint Augustine Drive at the northern driveway, Drive 1. Vehicles will enter the left lane, separate from buses. Starting from the entrance of the school to right before the loading area, vehicles will be queued in a single-stack manner. While the buses are loading, vehicles will be held at stop line in front of the gymnasium. After the buses are done loading and have exited the Bus Loading Area, the vehicles will be allowed to move to the loading zone. The Loading Area has approximately 1,460' (73 vehicles) of queuing distance available within the site. Staff members will assist with loading and unloading. Once loaded or unloaded, the vehicles will continue through the parking lot, merge with the buses, and exit via the southern driveway, Drive 2, connection to Saint Augustine Drive. Just after the loading zone, a staffer will manage the merging between buses and vehicles. Separate left- and right-turn lanes are available for outbound movements at the intersection of Drive 2 and Saint Augustine Drive.

At all locations loading is performed on the passenger side, and students have to cross the bus loading zone via a crosswalk to reach the loading zone. For the afternoon pick-up time period, arriving vehicles will display a sticker or placard indicating which student(s) they are picking up. The traffic administrator posted in advance of the loading stations looks for this information and calls ahead to the loading station so that the appropriate students are waiting at the correct loading station when the vehicle arrives. When the vehicles have come to a stop at the loading station, the students are loaded into the vehicles with the assistance of the staff member at each loading station.

The school will use multiple pick-up groups depending on the number of students. The school can accommodate up to 365 students with a single dismissal time. When the student population using one dismissal time grows above 365, the students will be split in two groups with dismissals separated by at least 15 minutes. In the initial year after the busing assumptions, the elementary school of 360 students would have a parent pick-up of 264 students, which can be accommodated to one dismissal period. The elementary school will eventually grow to have a parent pick-up of 456 students at buildout, which will require two dismissal times.

At buildout the middle school (grades 5-8) will have 459 students being dismissed at 4:30-5:00PM, which is 275 students after the busing assumptions. This number of students can be accommodated within one dismissal time.

Even if there is no busing from the school, the full 1,119 students can be accommodated with four dismissal times (two for elementary school, two for middle school).



**Queuing Analysis:**

Based on observations of queuing at other public charter schools in the DFW area, KHA uses a design standard for projecting queue demands at similar sites. The expected maximum queue in vehicles is equal to 20% of the largest number of students dismissed at one time. Students using buses or walking/biking are deducted from the student number since they do not attract personal vehicles to the campus. This method accounts for the differences in how schools divide up the pick-up time period, as some dismiss all students in one group and therefore have higher vehicle demands in a short time period, while some spread out the dismissals over two or more groups. The projected queue formula can be stated as:

$$(\text{Students dismissed in time period} - \text{Students using other modes}) * 0.20 = \text{Number of vehicle in queue}$$

By design of the TMP, the largest single dismissal that would be the middle school grades 5 – 8, with 459 students at buildout. Therefore, the projected maximum queue length is:

$$(459 \text{ students dismissed} - 184 \text{ Students using buses}) * 0.20 = 55 \text{ vehicles in queue}$$

The projected queue of 55 vehicles translates to 1,100' of queuing distance. This distance is well in excess of the recommended values for equivalent Texas schools found in the Texas Transportation Institute (TTI) research report 0-4286 *Operations and Safety Around Schools* published in January 2004. The more conservative (longer queues) KHA method reflects the nature of charter schools which draw from a large area and tend to have fewer students arriving as pedestrians or by bicycle than traditional public schools.

The projected maximum queue demand of 1,100' can easily be accommodated within the queue distance available in the Loading Area. The Loading Area has 1,460' of distance available in the TMP, which is approximately 360' of queuing distance available in excess of the demand.

Projected Queue Demand:	1,100'	55 Vehicles
Available Queuing Distance:	1,460'	73 Vehicles
Surplus (Deficiency):	360'	18 Vehicles

While the TMP allows the school flexibility of schedule and dismissals within the TMP limits of 340 students picked up by parents per dismissal period, the following table shows the projected conditions at school buildout. As noted, the elementary dismissals are divided in two groups, while the grades 5-8 can be dismissed at one time. All dismissal groups have a comfortable amount of unused space in the available queue.

Group	Dismissal Time	Students Dismissed	Bus / Bike / Walk	Parent Pickup	Maximum Queue	Available Queue	Surplus (Deficiency)
Elementary 1 PreK, K, 1	3:30 PM	300	60	240	48 Vehicles 960'	73 Vehicles 1,460	25 Vehicles 500'
Elementary 2 2, 3, 4	3:50 PM	360	144	216	43 Vehicles 860'	73 Vehicles 1,460	30 Vehicles 600'
Middle Sch. 1 5, 6, 7, 8	4:30 PM	459	184	275	55 Vehicles 1,100	73 Vehicles 1,460	18 Vehicles 360'

**Parking:**

The KIPP school property contains 111 parking spaces. The school use, with 33 elementary classrooms at 1.5 spaces each and 12 middle school (grades 6-8 or specialized) classroom at 3.5 spaces each, will require 95 parking spaces at buildout per Dallas City Code §51A-4.202(17)(C).

**Summary:**

This TMP and the attached TMP plan define the drop-off and pick-up procedures for the KIPP Truth Academy at 2200 N. Saint Augustine Drive with a maximum of 1,119 students. The TMP vehicle routes provide an available queue distance within the site that is greater than the projected maximum expected queue for the school's operations. The school traffic will never be allowed to queue vehicles in the ROW of any City street or alley, nor will the traffic on any City street be stopped or diverted. The property owner/school administrator is responsible for the administration of the TMP and minimizing the impact of the vehicle queue on the City streets. Only uniformed police officers should be allowed to direct and control traffic operating within the public right-of-way.

Based on the vehicle queuing analysis conducted and the resulting Traffic Management Plan, I, Scot A. Johnson, P.E. #92615, certify that the results indicate that no queuing of vehicles dropping off or picking up students at 2220 N. Saint Augustine Drive will extend onto City of Dallas rights-of-way as a result of internal queuing constraints.

In order to ensure that all queuing of vehicles is completely accommodated on school property, the school administrative officials should implement the proposed Traffic Management Plan, monitor the operation on a continuing basis, and if any vehicle queuing should begin to occur on public right-of-way, take the necessary action to mitigate it.

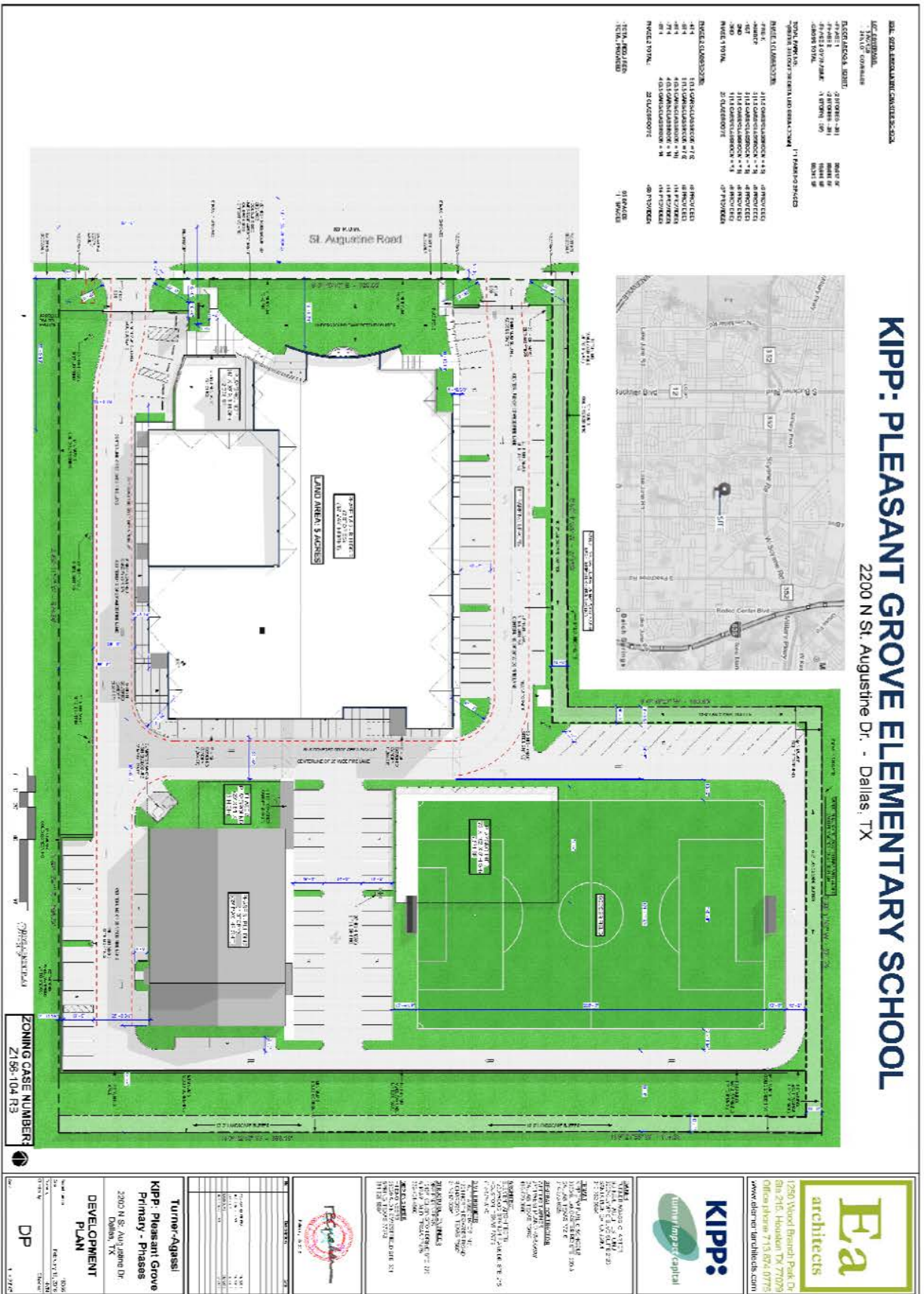
Prepared by:

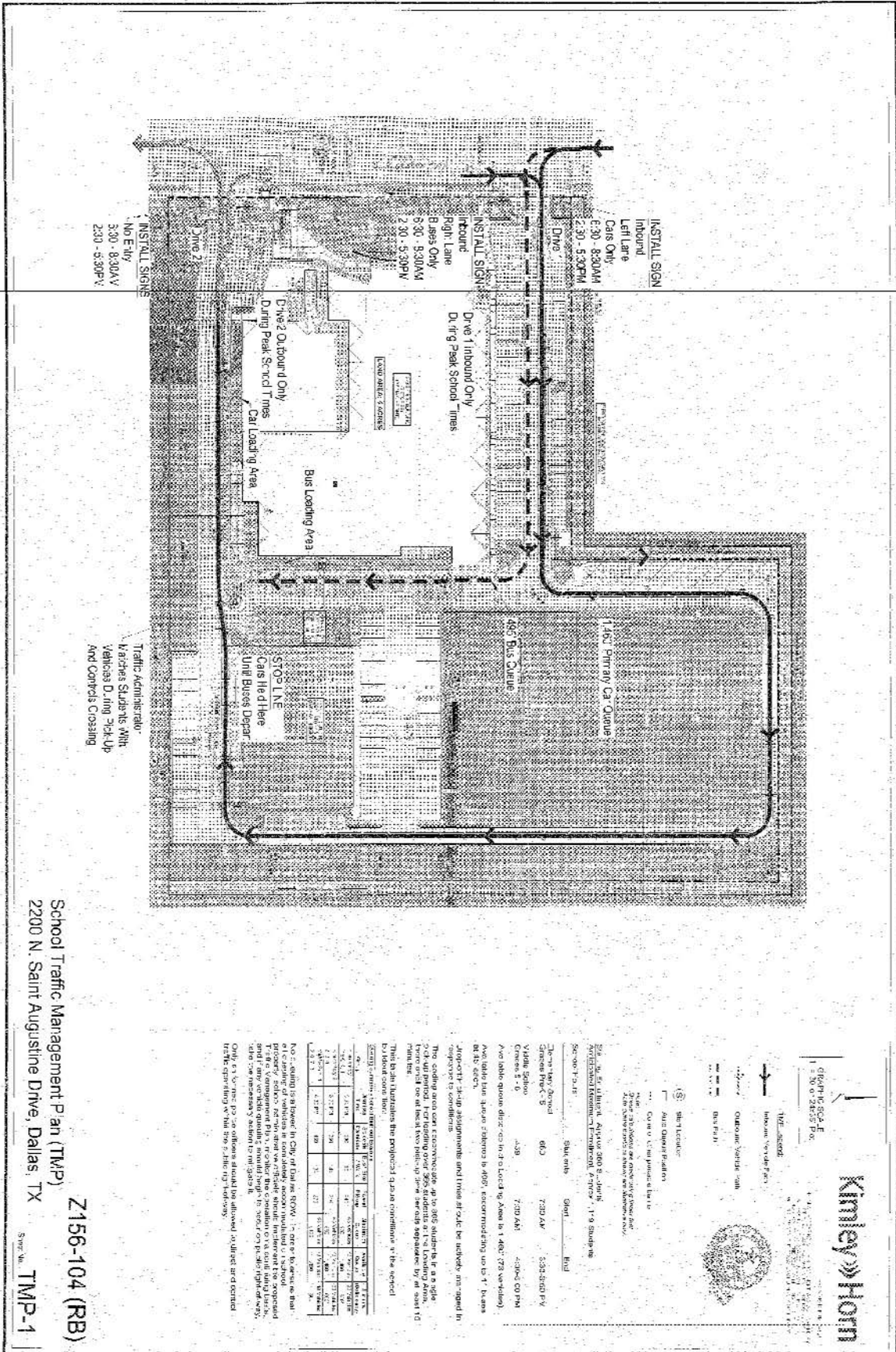
**Kimley-Horn and Associates, Inc.**

Scot A. Johnson, P.E., PTOE  
12750 Merit Drive, Suite 1000  
Dallas, TX 75251  
(972) 770-1300



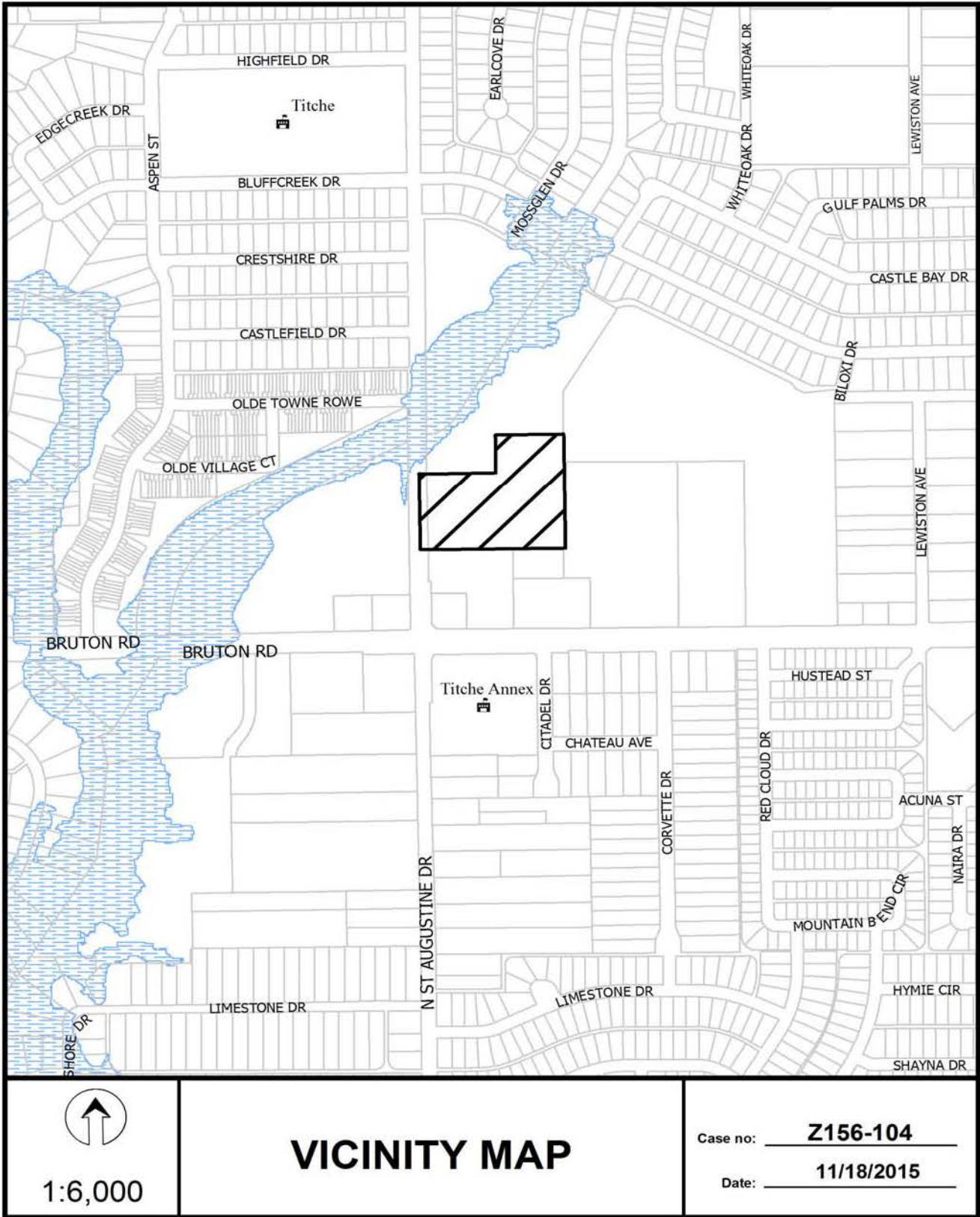






School Traffic Management Plan (TMP)  
 2200 N. Saint Augustine Drive, Dallas, TX  
 Z156-104 (RB)  
 SHEET NO. TMP-1









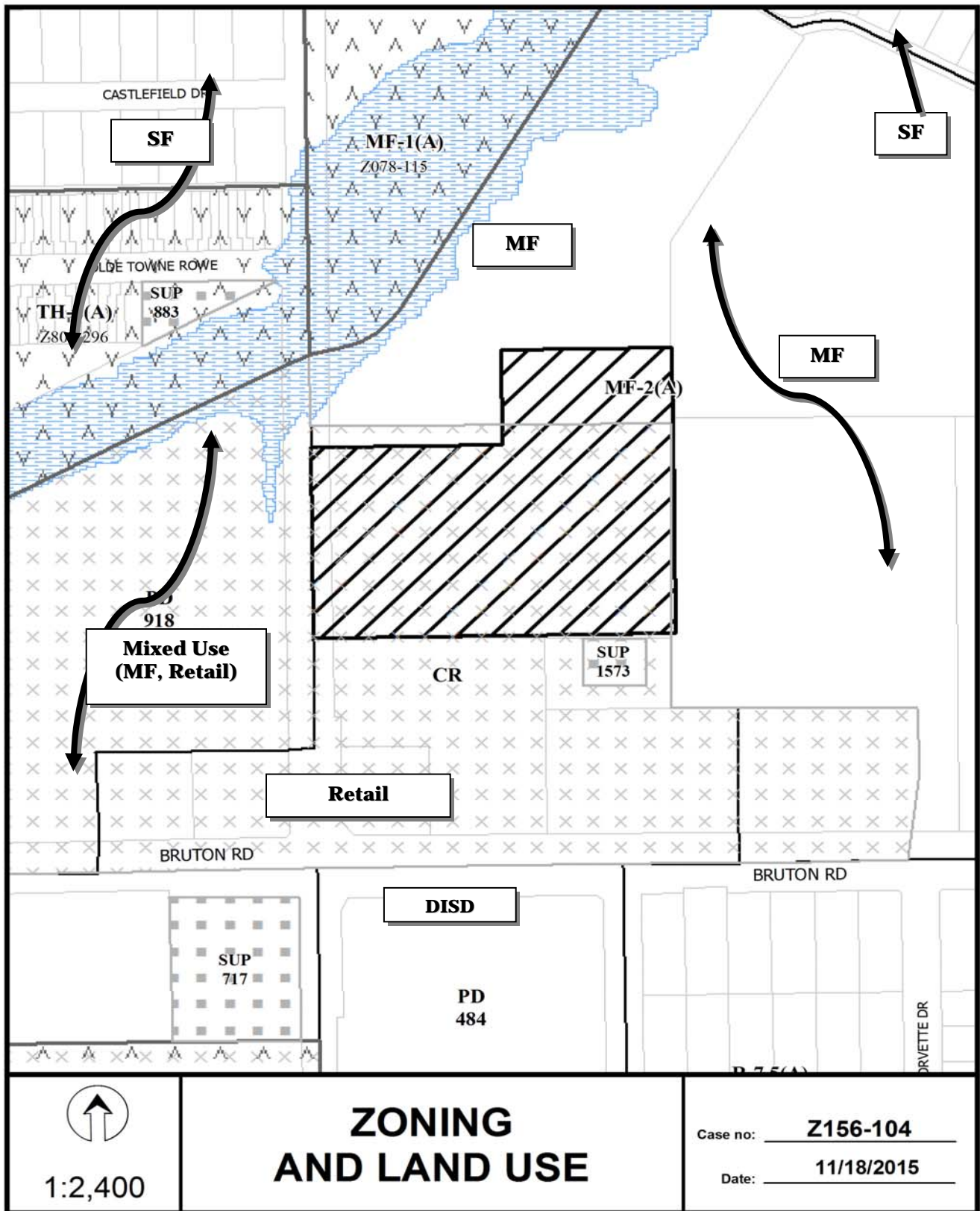
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# AERIAL MAP

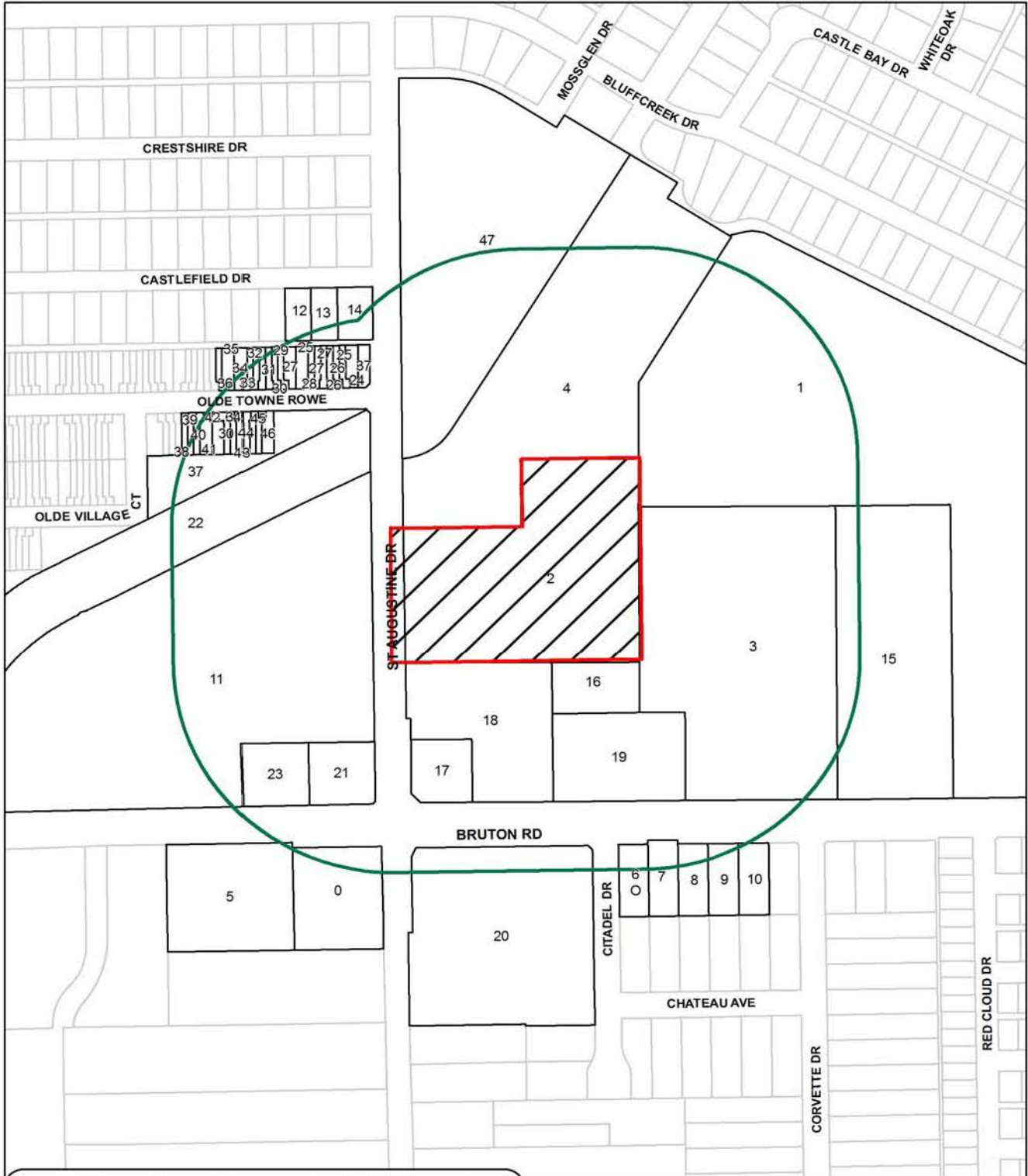
Case no: Z156-104

Date: 11/18/2015





**CPC RESPONSES**



<u>47</u>	Property Owners Notified (57 parcels)
<u>1</u>	Replies in Favor (1 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>500'</u>	Area of Notification
<u>2/18/2016</u>	Date

**Z156-104**  
**CPC**



1:3,600



02/17/2016

***Reply List of Property Owners******Z156-104******47 Property Owners Notified******1 Property Owners in Favor******0 Property Owners Opposed***

<b><i>Reply</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
	1	9901 BRUTON RD	EL RANCHO APARTMENTS LLC
	2	2200 N ST AUGUSTINE RD	IGLESIA NUEVA VISION INC
	3	9797 BRUTON RD	OMNI AG THE FALLS LLC
	4	2222 N ST AUGUSTINE RD	ST AUGUSTINE ESTATE APTS
	5	9534 BRUTON RD	MARSAW BELINDA
O	6	9702 BRUTON RD	MARTINEZ JOSE L
	7	9708 BRUTON RD	DELGADO VICENTE
	8	9714 BRUTON RD	PARRA MANUEL &
	9	9720 BRUTON RD	LAND GERALD D
	10	9726 BRUTON RD	ALVAREZ JUAN F &
	11	9415 BRUTON RD	CITY OF DALLAS HOUSING FINANCE CORP
	12	9566 CASTLEFIELD DR	MORELOCK WILLIAM D &
	13	9570 CASTLEFIELD DR	RODRIGUEZ JAIME
	14	9576 CASTLEFIELD DR	SAUCEDO OLIVIA
	15	9855 BRUTON RD	RKRR DALLAS LLC
	16	2300 N ST AUGUSTINE RD	SANDVIC INV LTD &
	17	9607 BRUTON RD	SILWAD INC
	18	2120 N ST AUGUSTINE RD	MAHAL PROPERTIES LTD
	19	9709 BRUTON RD	DALLAS MEDICAL HOLDINGS
	20	9610 BRUTON RD	Dallas ISD
	21	9535 BRUTON RD	VU TRAM PHUONG
	22	9203 BRUTON RD	VLG BY CREEK HOMEOWNERS
	23	9513 BRUTON RD	AKITA PARTNERS LLC
	24	9595 OLDE TOWNE ROWE	LEMUS NERY RAMIREZ
	25	9591 OLDE TOWNE ROWE	MARINSIK DANIEL S &

02/17/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
26	9587	OLDE TOWNE ROWE	TABMM 5112 HOLDINGS LLC
27	9579	OLDE TOWNE ROWE	DWORAK JOSEPH
28	9571	OLDE TOWNE ROWE	JPMORGAN CHASE BANK NA
29	9559	OLDE TOWNE ROWE	BREWER TIM & LUCINDA
30	9555	OLDE TOWNE ROWE	MUNOZ OTILIA G
31	9551	OLDE TOWNE ROWE	VOLARIK BOREK C & LIDA
32	9543	OLDE TOWNE ROWE	CROW GENIKA
33	9539	OLDE TOWNE ROWE	FORBES HILDA
34	9535	OLDE TOWNE ROWE	FREENEY CLIFFORD
35	9531	OLDE TOWNE ROWE	MAY 0507 LLC
36	9527	OLDE TOWNE ROWE	ORTEGA LUIS OSWALDO
37	9999	OLDE TOWNE ROWE	VILLAGE BY THE CREEK HOA
38	9506	OLDE TOWNE ROWE	LIBERTY TRUST CO LTD
39	9510	OLDE TOWNE ROWE	UNITED STATES OF AMERICA
40	9514	OLDE TOWNE ROWE	FUTEX PPTY COMPANY NO 1 LLC
41	9518	OLDE TOWNE ROWE	MORELES GRISELDA
42	9522	OLDE TOWNE ROWE	20 WEST 28A LLC
43	9534	OLDE TOWNE ROWE	ANTHONY THRESIAMMA
44	9538	OLDE TOWNE ROWE	FORBES HILDA
45	9546	OLDE TOWNE ROWE	BREWER TIM &
46	9550	OLDE TOWNE ROWE	BALDERASGAMEZ JESUS A
47	2314	N ST AUGUSTINE RD	CRESTSHIRE VILLAGE LTD

**KEY FOCUS AREA:** E-Gov  
**AGENDA DATE:** February 24, 2016  
**COUNCIL DISTRICT(S):** N/A  
**DEPARTMENT:** City Controller  
**CMO:** Jeanne Chipperfield, 670-7804  
**MAPSCO:** N/A

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**SUBJECT**

An ordinance amending the City's credit agreements with JPMorgan Bank and Wells Fargo Bank with respect to the City's General Obligation Commercial Paper Notes, Series 2010A and 2010C to **(1)** extend the term of the credit agreements until December 2, 2017 and resolving other matters related to the issuance, sale, security and delivery of the Notes; **(2)** revise the fees paid for the Credit Agreements; **(3)** revise the Offering Memorandum for the Notes to reflect the amendment; **(4)** approve the payment of issuance costs in connection with the issuance of the short term obligations; and **(5)** provide an effective date - Total program costs not to exceed ~~\$4,244,500~~ \$4,219,500 - Financing: Current Funds (~~\$92,500~~ \$67,500 upfront closing costs plus estimated annual fees of \$2,076,000 for a two year total cost of \$4,152,000) (subject to annual appropriations)

**BACKGROUND**

The commercial paper program provides interim financing for capital projects with the commercial paper being retired by the issuance of long-term debt. The use of commercial paper permits a more cost efficient use of capital as short-term debt is issued to closely match the amount and timing of the payment of capital project contracts. Commercial paper notes are normally sold at interest rates that are lower than rates available at the same time on long-term debt. Outstanding commercial paper is reissued at maturity until retired by permanent long-term financing.

## **BACKGROUND** (Continued)

This action establishes the tenor of the program for the issuance of the remaining \$335,310,000 in the 2012 Bond Program, and \$102,000,000 in the 2006 Bond Program, which is estimated to be within a three year period. The City reserves the right to renew the commercial paper program for a longer period of time if seen fit for future bond programs. With the execution of credit agreements based upon commercial paper series, the City will maintain two series of commercial paper (Series A and Series C). The credit agreements with J.P. Morgan Chase Bank, and Wells Fargo N.A. are for a twenty-four month period.

On January 20, 2010 City Council was briefed on the Capital Improvement Program and future bond sales. The briefing included information on alternative funding mechanisms in which city staff recommended moving forward with a general obligation commercial paper program.

On September 1, 2010 City Council was briefed on the Capital Improvement Program Update which included information about the general obligation commercial paper program, timing and costs implementation, and responses from the Request for Proposals.

On October 25, 2010 the Budget, Finance and Audit Committee was briefed on the selected vendors for dealer, liquidity provider and issuing/paying agent.

On November 10, 2010 City Council approved Ordinance No. 28060 authorizing the issuance of General Obligation Commercial Paper Notes Series 2010A, Series 2010B, and Series 2010C short term obligations in an aggregate amount not to exceed \$350,000,000 authorizing such short term obligations to be issued, sold, and delivered in the form of commercial paper notes; making certain covenants and agreements in connection therewith; which is estimated to be within a three year period; resolving other matters related to the issuance, sale, security and delivery of such short term obligations, including (a) authorizing a thirty-six-month \$150,000,000 Credit Agreement with J.P. Morgan Chase Bank, N.A., a thirty-six-month \$100,000,000 Credit Agreement with U.S. Bank National Association, and a thirty-six-month \$100,000,000 Credit Agreement with Wells Fargo Bank, N.A., (b) the appointment of U.S. Bank National Association as the Issuing and Paying Agent and authorizing the execution of the Issuing and Paying Agent Agreement, and, (c) the appointment of Jefferies & Company, Inc. as the dealer and authorizing the execution of a Dealer Agreement; approving the payment of issuance costs in connection with the issuance of the short term obligations; approving the use of an Offering Memorandum in connection with the sale of the short term obligations; and providing an effective date.

On June 3, 2013 the Budget, Finance and Audit Committee was briefed on the renewal of the commercial paper dealer, liquidity providers, and issuing and paying agent.

**BACKGROUND** (Continued)

On June 12, 2013 City Council approved the first amendment to Ordinance No. 28060 authorizing the issuance of the issuance of General Obligation Commercial Paper Notes Series 2010A, and Series 2010C short term obligations in an aggregate amount not to exceed \$350,000,000 authorizing such short term obligations to be issued, sold, and delivered in the form of commercial paper notes; making certain covenants and agreements in connection therewith; which is estimated to be within a three year period; resolving other matters related to the issuance, sale, security and delivery of such short term obligations, including (a) authorizing a thirty-six-month \$200,000,000 Credit Agreement with J.P. Morgan Chase Bank, N.A., and a thirty-six-month \$150,000,000 Credit Agreement with Wells Fargo Bank, N.A., (b) the continued use of U.S. Bank National Association as the Issuing and Paying Agent and authorizing the execution of the Issuing and Paying Agent Agreement, and, (c) the appointment of Jefferies & Company, Inc. as the dealer under the existing Dealer Agreement; approving the payment of issuance costs in connection with the issuance of the short term obligations; approving the use of an Offering Memorandum in connection with the sale of the short term obligations; and providing an effective date.

On February 16, 2016 the Budget, Finance and Audit Committee will be briefed on the extension of the commercial paper dealer, liquidity providers, and issuing and paying agent agreements.

**ESTIMATED SCHEDULE OF PROJECT**

February 24, 2016 – Council Approves Ordinance  
March 1, 2016 – Effective Date of Amended Agreements

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

City Council was briefed on January 20, 2010.

City Council was briefed on September 1, 2010.

Budget, Finance and Audit Committee was briefed on October 25, 2010.

City Council approved Ordinance No. 28060 on November 10, 2010.

Budget, Finance and Audit Committee was briefed on June 3, 2013.

City Council approved first amendment to Ordinance No. 28060 on June 12, 2013.

Information about this item will be briefed to the Budget, Finance and Audit Committee on February 16, 2016.

## **FISCAL INFORMATION**

~~\$4,244,500.00~~ \$4,219,500 – Current Funds (subject to annual appropriations)

Total costs for the \$350,000,000 general obligation commercial paper program are not to exceed ~~\$4,244,500.00~~ \$4,219,500 (~~\$92,500.00~~ \$67,500 upfront closing costs plus annual fees of \$2,076,000.00 for a two year total cost of \$4,152,000.00).

## **M/WBE INFORMATION**

Total not-to-exceed M/WBE costs are \$16,000.00. The total financial advisory not-to-exceed amount includes \$16,000.00 or ~~47.3~~ 23.7% to be paid to Estrada Hinojosa which acts as co-financial advisor. (See Attachment I)

All work related to the Issuing and Paying Agent Agreement will be performed by U.S. Bank National Association and all work related to the Credit Agreement will be performed by J.P. Morgan Chase Bank and Wells Fargo Bank.

Schedule I

**General Obligation Commercial Paper Program,  
Series 2010A and Series 2010C**

	<b>COSTS/FEES</b>
	<b>Council Action</b>
<u>ESTIMATED CLOSING COSTS</u>	<u>2016</u>
<b>Co-Bond Counsel</b>	
Bracewell & Giuliani L.L.P. (Vendor # VS0000056820)	\$7,500
<b>Co-Financial Advisors</b>	
First Southwest Company (Vendor #193056)	24,000
Estrada Hinojosa (Vendor #259910)	16,000
<b>Liquidity Facility Syndicate Legal Counsel</b>	7,500
<b>Printing Fees</b>	2,500
<b>Rating Fees</b>	
Fitch Ratings (Vendor #14720)	25,000
Standard & Poor's (Vendor #954974)	5,000
Moody's Investors Service (Vendor #951236)	5,000
Total Estimated Upfront Closing Costs	\$92,500
	<u>\$67,500</u>
<u>ANNUAL FEES</u>	
<b>Liquidity Facility</b>	
JPMorgan Chase (Vendor #VS0000045871)	\$1,095,000
Wells Fargo (Vendor #VS0000047523)	823,000
Subtotalled Liquidity Facility Fees	1,918,000
Variance of Annual Liquidity Facility Fees from 2013	203,000
<b>Credit Facility Agreement Amendment Fees</b>	6,000
<b>Issuing and Paying Agent</b>	
US Bank (Vendor #VS0000047523)	5,000
<b>Dealer</b>	
Jefferies & Company, Inc. (Vendor #VC0000010717)	140,000
<b>Cusip Numbers</b>	2,000
<b>Administration Fee</b>	5,000
Total Estimated Annual Fees	\$2,076,000
2-year period	\$4,152,000
<b>Estimated Grand Total</b>	<b>\$2,168,500</b>
	<b>\$2,143,500</b>
Total M/WBE Participation as % of Total Issuance Costs:	17.3%
	23.7%

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ORDINANCE OF THE CITY OF DALLAS, TEXAS  
APPROVING AND AUTHORIZING SECOND AMENDMENTS  
TO THE CREDIT AGREEMENTS AND FEE LETTERS  
RELATING TO THE CITY'S COMMERCIAL PAPER  
PROGRAM AND GENERAL OBLIGATION COMMERCIAL  
PAPER NOTES, SERIES 2010A and 2010C, AND RESOLVING  
OTHER MATTERS RELATING THERETO

WHEREAS, the City of Dallas, Texas (the "City") has previously authorized a general obligation commercial paper program by the adoption of its ordinance (the "Note Ordinance") authorizing the City of Dallas, Texas General Obligation Commercial Paper Notes, Series 2010A and 2010C (the "Notes") adopted November 10, 2010; and

WHEREAS, the Note Ordinance also approved credit agreements by and between the City and JPMorgan Chase Bank, National Association (the "JPMorgan Credit Agreement"), U.S. Bank National Association (the "U.S. Bank Credit Agreement") and Wells Fargo Bank National Association (the "Wells Fargo Credit Agreement" and together with the JPMorgan Credit Agreement, and U.S. Bank Credit Agreement the "Credit Agreements"), all dated December 1, 2010; and

WHEREAS, the City and JPMorgan Chase Bank and Wells Fargo Bank have also entered into fee letters (the "Fee Letters") with respect to the Credit Agreements that set forth the fees paid by the City to JPMorgan Chase Bank and Wells Fargo Bank; and

WHEREAS, on July 9, 2013 the City, JPMorgan Chase Bank and Wells Fargo Bank previously entered into that certain First Amendment to the JPMorgan Credit Agreement and Wells Fargo Credit Agreement, respectively, and have previously entered into Amended and Restated Fee Letters; and

WHEREAS, pursuant to the First Amendments, the Credit Agreements expire on December 2, 2016 and the City and JPMorgan Chase Bank and Wells Fargo Bank now desire to enter into a second amendment to each Credit Agreement (the "Second Amendments") in order to amend the JPMorgan Credit Agreement and the Wells Fargo Credit Agreement to extend the expiration date; and

WHEREAS, the City and JPMorgan Chase Bank and Wells Fargo Bank also desire to enter into the Second Amendments to amend the Credit Agreements to provide for additional notice to the Banks upon the issuance of Notes; and

WHEREAS, the City and JPMorgan Chase Bank and Wells Fargo Bank also desire to enter into the Second Amended and Restated Fee Letters (the "Second Amended and Restated Fee Letters") in order to amend the Amended and Restated Fee Letters to reduce the facility fees paid by the City pursuant to the Amended and Restated Fee Letters; and

WHEREAS, the City Council has determined that it is in the best interests of the City to authorize the amendments to the JPMorgan Credit Agreement and the Wells Fargo Credit Agreement and their respective Fee Letters pursuant to the Second Amendments and the Second Amended and Restated Fee Letters attached hereto; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

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

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The Second Amendments to the JPMorgan Credit Agreement and the Wells Fargo Credit Agreement, and their respective Second Amended and Restated Fee Letters, the form, terms and provisions of which as are presented at this meeting and attached hereto as Exhibits A and B, are hereby authorized and approved. The City Manager is hereby authorized and directed to execute and deliver the Second Amendments and Second Amended and Restated Fee Letters, as well as new Bank Notes in substantially the form set forth in the Second Amendments, all with such changes as he may approve.

Section 3. The City's Financial Advisors, Bond Counsel and staff are hereby authorized and directed to take any and all action and execute such certificates, instruction letters or agreements as may be required to carry out the purposes of this Ordinance, including the preparation of a revised offering memorandum to reflect the amendments described herein and to reflect new ratings on the Commercial Paper Notes, provided that no information with respect to JPMorgan Chase Bank or Wells Fargo Bank shall be updated without the consent of such parties. City staff is hereby authorized and directed to approve payment of the costs associated with this Ordinance upon presentation of invoices for such costs.

PASSED AND ADOPTED THIS 24th day of February, 2016.

[Signature pages follows]

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City Manager,  
City of Dallas, Texas

ATTEST:

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City Secretary,  
City of Dallas, Texas

**EXHIBIT A**  
**SECOND AMENDMENT TO JPMORGAN CREDIT AGREEMENT AND FEE LETTER**

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SECOND AMENDMENT

dated March 1, 2016

to

CREDIT AGREEMENT

dated as of

December 1, 2010

between

CITY OF DALLAS, TEXAS

and

JPMORGAN CHASE BANK, N.A

relating to:

General Obligation Commercial Paper Notes  
Series 2010A

This **SECOND AMENDMENT**, dated March 1, 2016 (the “*Second Amendment*”), to **CREDIT AGREEMENT**, dated as of December 1, 2010 (the “*Original Agreement*”), is entered into by and between **CITY OF DALLAS, TEXAS** (the “*City*”) and **JPMORGAN CHASE BANK, N.A.** (including its successors and assigns, the “*Bank*”). Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings attributed thereto in the Agreement (as such term is defined below).

## **I. RECITALS**

WHEREAS, the City authorized the issuance of the “General Obligation Commercial Paper Notes, Series 2010A” in an aggregate principal amount not to exceed \$200,000,000 (the “*Notes*”), pursuant to Ordinance No. 28060, adopted by the City Council of the City on November 10, 2010, as amended and supplemented from time to time (the “*Ordinance*”); and

WHEREAS, the City and the Bank entered into the Credit Agreement, dated as of December 1, 2010 (the “*Original Agreement*” and, as the same was amended and supplemented by the First Amendment to Credit Agreement dated July 9, 2013, the “*Agreement*”), pursuant to which the Bank agreed, subject to certain conditions, to make advances from time to time to provide funds for the payment of the Notes on the maturity dates thereof; and

WHEREAS, the City has requested that the Bank adjust the Facility Fee (as such term is defined in the Second Amended and Restated Fee Letter) and extend the Expiry Date, and the Bank is willing to do so on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the respective agreements contained herein and in the Agreement, and intending to be legally bound, the City and the Bank hereby agree as follows.

## **II. AMENDMENTS**

The Agreement is hereby amended as follows:

- (1) **Section 1.1 of the Agreement is hereby amended by the addition of the following definitions which are to be situated within Section 1.1 on an alphabetical basis:**

“**Fitch**” means Fitch Ratings, Inc., its successors and assigns.

“**Rating Agencies**” means Moody’s, S&P and Fitch.

“**Second Amendment**” means the Second Amendment to the Credit Agreement by and between the City and the Bank, dated March 1, 2016.

“**Second Amendment Effective Date**” means March 1, 2016.

“**Second Amended and Restated Fee Letter**” means the letter, dated the Second Amendment Effective Date, between the Bank and the City regarding the fees, costs and expenses associated with the Agreement.

- (2) **Section 1.1 of the Agreement is hereby amended by deleting the definitions of “Expiry Date,” “Fee Letter” and “Rating Agencies” and replacing the same as follows:**

**“Expiry Date”** means the earlier to occur of: (a) December 2, 2017, as such date may be extended pursuant to Section 3.1(c) hereof and (b) the Termination Date.

**“Fee Letter”** means the Second Amended and Restated Fee Letter.

**“Rating Agencies”** means Moody’s, S&P and Fitch.

- (3) **Article 6 of the Agreement is hereby amended by adding the following Section 6.28 at the end of that section:**

***“Section 6.28 Notice of Issuance. The City shall provide no fewer than ninety (90) days’ written notice to the Bank of its intention to increase the amount of the Commercial Paper Notes outstanding; provided, that the failure of the City to provide such written notice, or the issuance of Commercial Paper Notes in excess of the amount reflected in the notice, shall not result, in and of itself, in the Bank having the ability to issue a Non-Issuance Instruction. Failure to provide notice as provided above shall not constitute a Default or an Event of Default hereunder.”***

- (4) **Exhibit C to the Agreement is hereby deleted and replaced with Exhibit C hereto.**

- (5) **Section 6.20 of the Credit Agreement is hereby amended by deleting Section 6.20 in its entirety and replacing it with the following:**

***“Section 6.20. Upon the request of the Bank, the City will (a) promptly provide a CUSIP number for the Bank Note and (b) use its best efforts to provide a rating applicable to the Bank Note of no less than “BBB” by S&P, “Baa3” by Moody’s and “BBB+” by Fitch.”***

- (6) **Section 7.1(g) of the Credit Agreement is hereby amended by deleting Section 7.1(g) in its entirety and replacing it with the following:**

***“(g) The rating (without regard to credit enhancement) assigned to any of the long-term general obligation Debt of the City by S&P, Fitch or Moody’s shall fall below “A” by S&P, “A2” by Moody’s or “A+” by Fitch; or”***

- (7) **Section 7.3(e) of the Credit Agreement is hereby amended by deleting Section 7.3(e) in its entirety and replacing it with the following:**

**(e) The rating (without regard to credit enhancement) assigned to any of the long-term general obligation Debt of the City by S&P, Moody’s or Fitch shall be withdrawn, suspended, or fall below “BBB-” by S&P, “Baa3” by Moody’s and “BBB-” by Fitch, unless such Rating Agency states, in the case of a withdrawal or suspension that, such withdrawal or suspension is for reasons that are not credit related; or”**

\*\*\*\*\*

Unless otherwise specifically set forth herein, references hereinafter to the Agreement shall be deemed to be references to the Agreement as amended hereby and by the Second Amended and Restated Fee Letter and terms defined in the Agreement shall, unless otherwise modified in this Second Amendment, be used herein as defined therein.

### **III. CONDITIONS TO DELIVERY OF THIS SECOND AMENDMENT**

The amendments to the Agreement provided for in Section II hereof shall become effective on the Second Amendment Effective Date; *provided*, that each of the following conditions shall be fulfilled to the satisfaction of the Bank:

(a) Documentation from the City. The Bank shall have received:

(i) executed counterpart of this Second Amendment and the Second Amended and Restated Fee Letter, and the original duly executed Bank Note, each signed by an Authorized Representative,

(ii) opinion of Bond Counsel, dated the Second Amendment Effective Date and in form satisfactory to the Bank,

(iii) all other legal matters pertaining to the execution and delivery of this Second Amendment, the Second Amended and Restated Fee Letter and the Bank Note and the execution and delivery hereof and thereof by the Bank (if applicable) shall constitute conclusive evidence that all such legal matters have been completed to the satisfaction of the Bank, and

(iii) (a) written evidence that the City is authorized to enter into this Second Amendment and the Second Amended and Restated Fee Letter and perform its obligations under the Agreement, as amended by this Second Amendment, and (b) an incumbency certificate of the officer of the City executing this Second Amendment and the Second Amended and Restated Fee Letter.

(b) Documentation from the Bank. The City shall have received:

(i) executed counterpart of this Second Amendment and the Second Amended and Restated Fee Letter, each signed by an authorized officer of the Bank,



(ii) opinion of Bank Counsel, dated the Second Amendment Effective Date and in form satisfactory to the City,

(iii) all other legal matters pertaining to the execution and delivery of this Second Amendment and the Second Amended and Restated Fee Letter and the execution and delivery hereof and thereof by the City shall constitute conclusive evidence that all such legal matters have been completed to the satisfaction of the City, and

(iv) The Bank has delivered or will have delivered the Certificate of Interested Parties Form 1295 (the "Disclosure Form") pursuant to Section 2252.908, Texas Government Code, as amended and certification of filing generated by the Texas Ethics Commission's ("TEC") electronic portal, signed by an authorized agent of the Bank, prior to the execution and delivery of this Second Amendment by the City and the Bank.

(c) Representations and Warranties True.

(i) (A) The representations and warranties of the City contained in Article V of the Agreement and (B) the representations and warranties contained in this Second Amendment shall, in each case, be true and correct in all material respects with the same effect as though made on and as of the Second Amendment Effective Date, except to the extent a representation or warranty relates specifically to an earlier date (in which case, such representation or warranty shall have been true and correct in all material respects as of such earlier date).

(ii) In addition to the foregoing representations, the City hereby represents and warrants as follows:

(A) the execution, delivery and performance by the City of this Second Amendment, the Second Amended and Restated Fee Letter and the Bank Note have been duly authorized by all necessary action by the City and do not contravene, or result in the violation of or constitute a material default under, any provision of applicable law or regulation, the Act or any order, rule or regulation of any court, governmental agency or instrumentality or any agreement, resolution or instrument to which the City is a party or by which it or any of its property is bound,

(B) the City has performed, and is in compliance with, all agreements and conditions set forth in the Ordinance, the Agreement, the Bank Note and the Note Agreements it is required to satisfy in connection therewith and the Agreement, as amended by this Second Amendment, the Second Amended and Restated Fee Letter and the Bank Note constitute the legal, valid and binding obligations of the City and are enforceable against the City in accordance with their respective terms,

(C) (i) no material "event of default" specified in the Ordinance and no event which, with the giving of notice or lapse of time or both would become such a material "event of default," has occurred and is continuing, and (ii) no Default or Event of Default shall have occurred and be continuing under the Agreement on and as of the Second Amendment Effective Date, and

(D) no authorization, consent, approval, permit, license, or exemption of, or filing or registration with, any court or governmental department, commission, board, bureau, agency or instrumentality that has not been obtained or issued is or will be necessary for the valid execution, delivery or performance by the City of this Second Amendment, Bank Note and the Second Amended and Restated Fee Letter, and the City has provided, or will cause to be provided, prior to the Second Amendment Effective Date, written notice of this Second Amendment to each of the Dealer, the Issuing and Paying Agent, and any Rating Agency rating the Notes.

(d) Absence of Certain Events. In addition to the foregoing, (i) the Bank shall have determined, as of the Second Amendment Effective Date, that no law, regulation, ruling or other action of the United States, the State of New York or the State of Texas or any political subdivision or other Governmental Authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Bank from fulfilling its obligations under this Agreement, as amended by this Second Amendment, the Second Amended and Restated Fee Letter, the Bank Note or the Note Agreements to which each such entity is a party and (ii) no material adverse change in the laws, rules, guidelines, or regulations (or their interpretation or administration) currently in effect and applicable to the parties hereto, and the transactions contemplated hereby, as determined in sole discretion of the Bank, reasonably exercised, shall have occurred such that it makes it impossible or illegal for the Bank to perform its obligations under the Agreement and this Second Amendment.

(e) Waiver of Notice. By virtue of its execution and delivery of this Second Amendment, the Bank hereby waives, to the extent required, all notice provisions (both written and oral) required or set forth in Section 3.1(c) of the Original Agreement regarding the extension of the Expiry Date.

(f) Fees. The City shall have paid in full, in immediately available funds, on or before the Second Amendment Effective Date, or alternative arrangements satisfactory therefor shall have been made with the Bank on or before the Second Amendment Effective Date, for the payment of all amounts owing to the Bank pursuant to the Second Amended and Restated Fee Letter.

#### **IV. HEADINGS**

Section headings in this Second Amendment are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Second Amendment.

#### **V. COUNTERPARTS**

This Second Amendment may be executed in one or more counterparts, each of which taken together shall constitute one original and all of which shall constitute one and the same instrument.

## **VI. OFFERING MEMORANDUM**

The City hereby approves revisions to the Offering Memorandum for the Notes to reflect the amendments made hereto, provided that any revisions to information concerning the Bank must be approved by the Bank in writing prior to distribution of the Offering Memorandum.

### **SEVERABILITY**

In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

## **VII. MISCELLANEOUS**

(a) The parties hereto acknowledge and confirm that, from and after the Second Amendment Effective Date, any reference in the Agreement, the Second Amended and Restated Fee Letter, the Bank Note or the Note Agreements to the “Agreement” shall mean and refer to, collectively, the Agreement, as amended hereby, and the Second Amended and Restated Fee Letter.

(b) From and after the Second Amendment Effective Date, the Agreement shall remain in full force and effect and unaffected hereby except as set forth herein.

(c) This Second Amendment shall be subject to Sections 8.13, 8.15 and 8.16 of the Agreement, as if the text of said Sections was set forth herein in full.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective duly authorized signatories as of the day and year first written above.

**CITY OF DALLAS, TEXAS**

By: \_\_\_\_\_  
A.C. Gonzalez  
City Manager

**JPMORGAN CHASE BANK, N.A.,**

By: \_\_\_\_\_  
\_\_\_\_\_  
Vice President

APPROVED AS TO FORM:

Warren M.S. Ernst  
City Attorney  
City of Dallas, Texas

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

EXHIBIT C

FORM OF BANK NOTE

March 1, 2016

CITY OF DALLAS  
GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES 2010A

The CITY OF DALLAS, TEXAS, acknowledges itself indebted and for value received promises to pay to JPMorgan Chase Bank, National Association (the “Bank”) in lawful money of the United States of America, the lesser of (i) \$214,794,521, as such amount may be permanently reduced pursuant to Section 3.6 of that certain Credit Agreement, dated as of December 1, 2010 (as amended by the First Amendment, dated July 9, 2013 and the Second Amendment, dated March 1, 2016, the “Credit Agreement”), between the City of Dallas, Texas and the Bank and (ii) the unpaid principal balance of each Advance and Term Loan under the Commitment made by the Bank to the City of Dallas, Texas under the Credit Agreement, in accordance with Section 3.5 of the Credit Agreement, subject to prepayment and acceleration as provided in the Credit Agreement. The City of Dallas, Texas, promises to pay interest on the unpaid principal amount of each such Advance or Term Loan on the dates and at the rate or rates provided for in the Credit Agreement. Within the limits of and to the extent permitted by the Credit Agreement, the City of Dallas, Texas may borrow, repay and re-borrow under the Credit Agreement with respect to Advances under the Commitment. All such payments of principal shall be made in immediately available funds at the office of the Bank pursuant to Section 3.8 of the Credit Agreement and shall be computed in accordance with and subject to the terms and conditions of the Credit Agreement.

This Note is being issued pursuant to the Credit Agreement to provide a revolving liquidity line of credit to the City of Dallas, Texas to fund the payment, at stated maturity, of the principal and accrued interest of the City of Dallas, Texas General Obligation Commercial Paper Notes, Series 2010A.

Provision has been made for the payment of principal of this Note sufficient to provide for the payment of principal hereof, as such principal matures, and such security interests have been irrevocably pledged for such payment. It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with and that this Note is within every applicable debt or other limit.

IN WITNESS WHEREOF, THE CITY OF DALLAS, TEXAS has caused this Note to be signed in its name by its City Manager and attested to by its City Secretary, and be sealed with the seal of the City, and this Note to be dated the date and year first written above.

CITY OF DALLAS, TEXAS

(SEAL)

By: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

CITY OF DALLAS  
GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES 2010A

ADVANCES AND PAYMENTS OF PRINCIPAL

Date	Amount of Advance	Principal Repaid/Prepaid	Maturity Date	Notation Made by

Date	Amount of Advance	Principal Repaid/Prepaid	Maturity Date	Notation Made by



JPMorgan Chase Bank, N.A.  
Second Amended and Restated Fee Letter

March 1, 2016

City of Dallas, Texas  
1500 Marilla Street  
Dallas, Texas 75201

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement, dated as of December 1, 2010, as amended by the First Amendment to the Credit Agreement dated July 9, 2013, and as amended by the Second Amendment to the Credit Agreement dated March 1, 2016 (as amended or supplemented the “*Agreement*”), by and between the City of Dallas, Texas (the “*City*”) and JPMorgan Chase Bank, N.A. (the “*Bank*”). Any capitalized term below that is defined in the Agreement (as amended on the date hereof) shall have the same meaning when used herein. This letter is the Second Amended and Restated Fee Letter described in the Agreement, as amended on the date hereof.

In order to induce the Bank to enter into the Second Amendment and to continue to provide liquidity support for the City’s General Obligation Commercial Paper Notes, Series 2010A, the City agrees to make the following payments at the following times:

(a) *Facility Fee.* The City hereby agrees to pay to the Bank a non-refundable facility fee (the “Facility Fee”) in an amount equal the rate per annum associated with the applicable Level as set forth below on the daily amount of the Commitment (computed on the basis of a year of three hundred sixty (360) days of twelve (12) months and actual days elapsed and excluding, for this purpose, any outstanding Advances under the Commitment):

For the period commencing on and including March 1, 2016, the Facility Fee Rate equal the rate per annum corresponding to the Level associated with the Rating (as defined below) as follows:

LEVEL	S&P RATING	MOODY’S RATING	FITCH RATING	FACILITY FEE
I	AA or above	Aa2 or above	AA+ or above	0.50%
II	AA-	Aa3	AA	0.65%
III	A+	A1	AA-	0.85%
IV	A	A2	A+	1.05%
V	A-	A3	A	1.25%

VI	BBB+	Baa1	A-	1.50%
VII	BBB	Baa2	BBB+	1.75%
VIII	BBB- or below	Baa3 or below	BBB	2.00%
IX			BBB- or below	2.25%

The term “*Rating*” shall mean the lowest long-term rating (the “*Rating*”) assigned, without regard to credit enhancement, to the City’s long-term general obligation debt. In the event of a split Rating (*i.e.*, one of the Rating Agencies’ Ratings is at a different level than the Rating of another of the other Rating Agencies), the Facility Fee shall be based upon: (i) the level in which the lower rating appears, if the City’s long-term general obligation debt is rated only by two Rating Agencies and (ii) the second highest of the three then-current levels if the City’s long-term general obligation debt is rated by all three Rating Agencies. Any change in the Facility Fee resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The City acknowledges, and the Bank agrees, that as of the March 1, 2016, the Facility Fee is that specified above for Level I. Upon the occurrence and during the continuance of an Event of Default or in the event that any Rating is suspended, withdrawn or is otherwise unavailable (but excluding any suspension, withdrawal or other unavailability to the extent that the applicable Rating Agency stipulates in writing that such action occurred in each case for non-credit related reasons), the Facility Fee shall be increased from the rate then in effect by an additional one percent (1.00%) per annum.

The Facility Fee shall be payable (A) quarterly, in arrears, on each of the first Business Day of January, April, July, and October, and (B) on the Expiry Date or the date of the earlier expiration or termination in whole of the Commitment where the Bank has no further obligation under the Agreement to fund Advances. The Facility Fee, together with interest on the Facility Fees, shall accrue interest at the Default Rate from the date payment is due until payment in full is actually made.

(a) *Legal Fees.* On or before the Second Amendment Effective Date, the fees and expenses of counsel to the Bank, in an amount not to exceed \$7,500.

(b) *Advance Fee.* The City hereby agrees to pay a non-refundable fee of \$300 to the Bank for each Advance under the Agreement payable on the date of such Advance; *provided, however,* that the fee payable pursuant to this section shall not be required if an Advance is made as a result of a downgrade of the senior, unsecured short-term rating of the Bank to below “P-1” by Moody’s, “F1+” by Fitch or “A-1” by S&P.

(c) *Amendment and Transfer Fee.* The City agrees to pay, or cause to be paid, to the Bank, on the date of each amendment, supplement or modification to the Agreement, or execution of any standard waiver or consent, a non-refundable fee equal to \$3,000 plus, in each case, the reasonable fees and expenses of counsel to the Bank; *provided, however,* that the fee payable pursuant to this section shall not be required in connection with an amendment executed solely for the purpose of extending the Expiry Date in accordance with the terms of the Agreement.

(e) *Termination.* The City shall not terminate the Agreement prior to the Expiry Date unless the City agrees to pay to the Bank, in addition to all other obligations that may be due and payable at such time, a termination fee (the "*Termination Fee*") equal to the Facility Fee for the period commencing on the Second Amendment Effective Date through the Expiry Date, less any Facility Fees already paid by the City to the Bank during such period. Notwithstanding the foregoing provisions of this paragraph (e), no Termination Fee will be required to be paid by the City if (A) (i) Moody's shall have lowered or withdrawn the short-term rating on the Notes below "P-1" as a result of the reduction by Moody's of the senior, unsecured short-term rating of the Bank; (ii) Fitch shall have lowered or withdrawn the short-term rating on the Notes below "F1+" as a result of the reduction by Fitch of the senior, unsecured short-term rating of the Bank or (iii) S&P shall have lowered or withdrawn the short-term rating on the Notes below "A-1" as a result of the reduction by S&P of the senior, unsecured short-term rating of the Bank; or (B) the City elects to repay, restructure or defease the Notes in full or in part from a source of fixed rate funds that does not involve the issuance by a bank or other financial institution other than the Bank of a letter of credit, liquidity facility, credit facility or a bank direct purchase; *provided, however,* all obligations owed by the City under the Agreement and this Second Amended and Restated Fee Letter including, without limitation, all principal and interest evidenced by the Bank Note, shall be paid by the City to the Bank at or prior to the date of termination.

All fees payable under this Second Amended and Restated Fee Letter and the Agreement are to compensate the Bank for its commitment to lend, will be nonrefundable and will be deemed earned when paid.

This Second Amended and Restated Fee Letter shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any otherwise applicable principles of conflicts of laws; *provided* that, notwithstanding the foregoing, the obligations of the Bank hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to any otherwise applicable principles of conflicts of laws.

This Second Amended and Restated Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Second Amended and Restated Fee Letter by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This Second Amended and Restated Fee Letter is delivered to the City on the understanding that except as required by law, regulation or a court of competent jurisdiction or in

connection with a dispute, including but not limited to legal proceedings, between the City and the Bank, neither this Second Amended and Restated Fee Letter nor any of its terms shall be disclosed to any other financial institution nor posted to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system. The Bank acknowledges that the Second Amended and Restated Fee Letter is subject to open records requests received by the City. Should this Second Amended and Restated Fee Letter be disclosed pursuant to such a request, the City shall have no responsibility or liability for the further dissemination of this Second Amended and Restated Fee Letter or any of the information contained therein to other persons.

Please confirm that the foregoing is the City's mutual understanding by signing and returning to the Bank an executed counterpart of this Second Amended and Restated Fee Letter. This Second Amended and Restated Fee Letter shall become effective as of the date first above referenced upon the Bank's receipt of an executed counterpart of this Second Amended and Restated Fee letter.

This Second Amended and Restated Fee Letter shall supersede all provisions of the Fee Letter dated December 2, 2010 (the "Original Fee Letter"), and the Amended and Restated Fee Letter dated July 9, 2013 (the "Amended and Restated Fee Letter") between the City and the Bank. From and after the Second Amendment Effective Date, all references made to the of the Original Fee Letter or Amended and Restated Fee Letter in any Related Document or in any other instrument or document shall, without more, be deemed to refer to this Second Amended and Restated Fee Letter.

[SIGNATURE PAGE FOLLOWS]

Very truly yours,

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed to  
as of the date first  
written above by:

CITY OF DALLAS, TEXAS

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Warren M.S. Ernst  
City Attorney  
City of Dallas, Texas

\_\_\_\_\_

Assistant City Attorney

**EXHIBIT B**  
**SECOND AMENDMENT TO WELLS FARGO CREDIT AGREEMENT AND FEE LETTER**

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SECOND AMENDMENT

dated March 1, 2016

to

CREDIT AGREEMENT

dated as of

December 1, 2010

between

CITY OF DALLAS, TEXAS

and

WELLS FARGO BANK, N.A

relating to:

General Obligation Commercial Paper Notes  
Series 2010C

This **SECOND AMENDMENT**, dated March 1, 2016 (the “*Second Amendment*”), to **CREDIT AGREEMENT**, dated as of December 1, 2010 (the “*Original Agreement*”), is entered into by and between **CITY OF DALLAS, TEXAS** (the “*City*”) and **WELLS FARGO BANK, N.A.** (including its successors and assigns, the “*Bank*”). Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings attributed thereto in the Agreement (as such term is defined below).

## **I. RECITALS**

WHEREAS, the City authorized the issuance of the “General Obligation Commercial Paper Notes, Series 2010C” in an aggregate principal amount not to exceed \$150,000,000 (the “*Notes*”), pursuant to Ordinance No. 28060, adopted by the City Council of the City on November 10, 2010, as amended and supplemented from time to time (the “*Ordinance*”); and

WHEREAS, the City and the Bank entered into the Credit Agreement, dated as of December 1, 2010 (the “*Original Agreement*” and, as the same was amended and supplemented by the First Amendment to the Credit Agreement dated July 9, 2013, the “*Agreement*”), pursuant to which the Bank agreed, subject to certain conditions, to make advances from time to time to provide funds for the payment of the Notes on the maturity dates thereof; and

WHEREAS, the City has requested that the Bank adjust the Facility Fee (as such term is defined in the Second Amended and Restated Fee Letter) and extend the Expiry Date, and the Bank is willing to do so on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the respective agreements contained herein and in the Agreement, and intending to be legally bound, the City and the Bank hereby agree as follows.

## **II. AMENDMENTS**

The Agreement is hereby amended as follows:

- (1) **Section 1.1 of the Agreement is hereby amended by the addition of the following definitions which are to be situated within Section 1.1 on an alphabetical basis:**

“**Fee Letter**” means the Second Amended and Restated Fee Letter.

“**Fitch**” means Fitch Ratings, Inc., its successors and assigns.

“**Second Amendment**” means the Second Amendment to the Credit Agreement by and between the City and the Bank, dated March 1, 2016.

“**Second Amendment Effective Date**” means March 1, 2016, subject to Section III(f) herein.

“**Second Amended and Restated Fee Letter**” means the letter, dated the Second Amendment Effective Date, from the Bank to the City regarding fees, costs and expenses.



- (2) **Section 1.1 of the Agreement is hereby amended by deleting the definitions of “Expiry Date,” “Fee Letter” and “Rating Agencies” and replacing the same as follows:**

**“Expiry Date”** means the earliest to occur of: (a) December 2, 2017, as such date may be extended pursuant to Section 3.1(c) hereof and (b) the Termination Date.

**“Rating Agencies”** means Moody’s, S&P and Fitch.

- (3) **Article 6 of the Agreement is hereby amended by adding the following Section 6.28 at the end of that section:**

**6.28. Notice of Issuance.** The City shall provide no fewer than ninety (90) days’ written notice to the Bank of its intention to increase the amount of the Commercial Paper Notes outstanding; provided, that the failure of the City to provide such written notice, or the issuance of Commercial Paper Notes in excess of the amount reflected in the notice, shall not result, in and of itself, in the Bank having the ability to issue a Non-Issuance Instruction. Failure to provide notice as provided above shall not constitute a Default or an Event of Default hereunder.”

- (4) **Exhibit C to the Agreement is hereby deleted and replaced with Exhibit C hereto.**

- (5) **Section 6.20 of the Credit Agreement is hereby amended by deleting Section 6.20 in its entirety and replacing it with the following:**

**“Section 6.20.** Upon the request of the Bank, the City will (a) promptly provide a CUSIP number for the Bank Note and (b) use its best efforts to provide a rating applicable to the Bank Note of no less than “BBB” by S&P, “Baa3” by Moody’s and “BBB+” by Fitch.”

- (6) **Section 7.1(g) of the Credit Agreement is hereby amended by deleting Section 7.1(g) in its entirety and replacing it with the following:**

**“(g) The rating (without regard to credit enhancement) assigned to any of the long-term general obligation debt of the City by S&P, Fitch or Moody’s shall fall below “A” by S&P, “A2” by Moody’s or “A+” by Fitch; or”**

- (7) **Section 7.3(e) of the Credit Agreement is hereby amended by deleting Section 7.3(e) in its entirety and replacing it with the following:**

**(e) The rating (without regard to credit enhancement) assigned to any of the long-term general obligation debt of the City by S&P,**

**Moody's or Fitch shall be withdrawn, suspended, or fall below "BBB-" by S&P "Baa3" by Moody's and "BBB-" by Fitch, unless such Rating Agency states, in the case of a withdrawal or suspension that, such withdrawal or suspension is for reasons that are not credit related; or"**

- (8) Section 8.1 of the Credit Agreement is hereby amended by deleting the information regarding the Bank and replacing with the following:**

If to the Bank: Wells Fargo Bank, National Association  
1445 Ross Avenue, Suite 2314  
MAC T9216-234  
Dallas, Texas 75202  
Attention: Aaron P. Cook  
Telephone: (214) 661-1245

Unless otherwise specifically set forth herein, references hereinafter to the Agreement shall be deemed to be references to the Agreement as amended hereby and by the Second Amended and Restated Fee Letter and terms defined in the Agreement shall, unless otherwise modified in this Second Amendment, be used herein as defined therein.

### **III. CONDITIONS TO DELIVERY OF THIS SECOND AMENDMENT**

The amendments to the Agreement provided for in Section II hereof shall become effective on the Second Amendment Effective Date; *provided*, that each of the following conditions shall be fulfilled to the satisfaction of the Bank:

- (a) Documentation from the City. The Bank shall have received:
- (i) executed counterpart of this Second Amendment and the Second Amended and Restated Fee Letter, and the original duly executed Bank Note, each signed by an Authorized Representative,
  - (ii) opinion of Bond Counsel, dated the Second Amendment Effective Date and in form satisfactory to the Bank, and
  - (iii) all other legal matters pertaining to the execution and delivery of this Second Amendment, the Second Amended and Restated Fee Letter and the Bank Note and the execution and delivery hereof and thereof by the Bank (if applicable) shall constitute conclusive evidence that all such legal matters have been completed to the satisfaction of the Bank.
  - (iv) (a) written evidence that the City is authorized to enter into this Second Amendment and the Second Amended and Restated Fee letter and perform its obligations under the Agreement, as amended by this Second Amendment, and (b) an incumbency certificate of the officer of the City executing this Second Amendment and the Second Amended and Restated Fee Letters.

(v) The Bank shall have received evidence satisfactory to it that the City has complied with its obligations under Texas Government Code Section 2252.908 as such obligations relate to this Second Amendment.

(b) Documentation from the Bank. The City shall have received:

(i) executed counterpart of this Second Amendment and the Second Amended and Restated Fee Letter, each signed by an authorized officer of the Bank,

(ii) opinion of Bank Counsel, dated the Second Amendment Effective Date and in form satisfactory to the City,

(iii) all other legal matters pertaining to the execution and delivery of this Second Amendment and the Second Amended and Restated Fee Letter and the execution and delivery hereof and thereof by the City shall constitute conclusive evidence that all such legal matters have been completed to the satisfaction of the City, and

(iv) The Bank has delivered or will have delivered the Certificate of Interested Parties Form 1295 (the "*Disclosure Form*") pursuant to Section 2252.908, Texas Government Code, as amended and certification of filing generated by the Texas Ethics Commission's ("*TEC*") electronic portal, signed by an authorized agent of the Bank, prior to the execution and delivery of this Second Amendment by the City and the Bank.

(c) Representations and Warranties True.

(i) (A) The representations and warranties of the City contained in Article V of the Agreement and (B) the representations and warranties contained in this Second Amendment shall, in each case, be true and correct in all material respects with the same effect as though made on and as of the Second Amendment Effective Date, except to the extent a representation or warranty relates specifically to an earlier date (in which case, such representation or warranty shall have been true and correct in all material respects as of such earlier date).

(ii) In addition to the foregoing representations, the City hereby represents and warrants as follows:

(A) the execution, delivery and performance by the City of this Second Amendment, the Second Amended and Restated Fee Letter and the Bank Note have been duly authorized by all necessary action by the City and do not contravene, or result in the violation of or constitute a material default under, any provision of applicable law or regulation, the Act or any order, rule or regulation of any court, governmental agency or instrumentality or any agreement, resolution or instrument to which the City is a party or by which it or any of its property is bound,

(B) the City has performed, and is in compliance with, all agreements and conditions set forth in the Ordinance, the Agreement, the Bank Note and the Note Agreements it is required to satisfy in connection therewith and the Agreement, as amended by this Second Amendment, the Second Amended and Restated Fee Letter and

the Bank Note constitute the legal, valid and binding obligations of the City and are enforceable against the City in accordance with their respective terms,

(C) (i) no material “event of default” specified in the Ordinance and no event which, with the giving of notice or lapse of time or both would become such a material “event of default,” has occurred and is continuing, and (ii) no Default or Event of Default shall have occurred and be continuing under the Agreement on and as of the Second Amendment Effective Date, and

(D) no authorization, consent, approval, permit, license, or exemption of, or filing or registration with, any court or governmental department, commission, board, bureau, agency or instrumentality that has not been obtained or issued is or will be necessary for the valid execution, delivery or performance by the City of this Second Amendment, Bank Note and the Second Amended and Restated Fee Letter, and the City has provided, or will cause to be provided, prior to the Second Amendment Effective Date, written notice of this Second Amendment to each of the Dealer, the Issuing and Paying Agent, and any Rating Agency rating the Notes.

(d) Absence of Certain Events. In addition to the foregoing, (i) the Bank shall have determined, as of the Second Amendment Effective Date, that no law, regulation, ruling or other action of the United States, the State of New York or the State of Texas or any political subdivision or other Governmental Authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Bank from fulfilling its obligations under this Agreement, as amended by this Second Amendment, the Second Amended and Restated Fee Letter, the Bank Note or the Note Agreements to which each such entity is a party and (ii) no material adverse change in the laws, rules, guidelines, or regulations (or their interpretation or administration) currently in effect and applicable to the parties hereto, and the transactions contemplated hereby, as determined in sole discretion of the Bank, reasonably exercised, shall have occurred such that it makes it impossible or illegal for the Bank to perform its obligations under the Agreement and this Second Amendment.

(e) Waiver of Notice. By virtue of its execution and delivery of this Second Amendment, the Bank hereby waives, to the extent required, all notice provisions (both written and oral) required or set forth in Section 3.1(c) of the Original Agreement regarding the extension of the Expiry Date.

(f) Fees. The City shall have paid in full, in immediately available funds, on or before the Second Amendment Effective Date, or alternative arrangements satisfactory therefor shall have been made with the Bank on or before the Second Amendment Effective Date, for the payment of all amounts owing to the Bank pursuant to the Second Amended and Restated Fee Letter. The fees as set forth in the Second Amended and Restated Fee Letter shall be retroactive and effective as of January 1, 2016.

#### **IV. HEADINGS**

Section headings in this Second Amendment are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Second Amendment.

#### **V. COUNTERPARTS**

This Second Amendment may be executed in one or more counterparts, each of which taken together shall constitute one original and all of which shall constitute one and the same instrument.

#### **VI. OFFERING MEMORANDUM**

The City hereby approves revisions to the Offering Memorandum for the Notes to reflect the amendments made hereto, provided that any revisions to information concerning the Bank must be approved by the Bank prior to distribution of the Offering Memorandum.

#### **VI. SEVERABILITY**

In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby.

#### **VII. MISCELLANEOUS**

(a) The parties hereto acknowledge and confirm that, from and after the Second Amendment Effective Date, any reference in the Agreement, the Second Amended and Restated Fee Letter, the Bank Note or the Note Agreements to the "Agreement" shall mean and refer to, collectively, the Agreement, as amended hereby, and the Second Amended and Restated Fee Letter.

(b) From and after the Second Amendment Effective Date, the Agreement shall remain in full force and effect and unaffected hereby except as set forth herein.

(c) This Second Amendment shall be subject to Sections 8.13, 8.15 and 8.16 of the Agreement, as if the text of said Sections was set forth herein in full.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed by their respective duly authorized signatories as of the day and year first written above.

**CITY OF DALLAS, TEXAS**

By: \_\_\_\_\_  
A.C. Gonzalez  
City Manager

**WELLS FARGO BANK, N.A.,**

By: \_\_\_\_\_  
Aaron Cook  
Vice President

APPROVED AS TO FORM:

Warren M.S. Ernst  
City Attorney  
City of Dallas, Texas

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

EXHIBIT C

FORM OF BANK NOTE

March 1, 2016

CITY OF DALLAS  
GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES 2010C

The CITY OF DALLAS, TEXAS, acknowledges itself indebted and for value received promises to pay to Wells Fargo Bank, National Association (the “Bank”) in lawful money of the United States of America, the lesser of (i) \$161,095,891, as such amount may be permanently reduced pursuant to Section 3.6 of that certain Credit Agreement, dated as of December 1, 2010 (as amended by the First Amendment, dated July 9, 2013 and the Second Amendment, dated March 1, 2016, the “Credit Agreement”), between the City of Dallas, Texas and the Bank and (ii) the unpaid principal balance of each Advance and Term Loan under the Commitment made by the Bank to the City of Dallas, Texas under the Credit Agreement, in accordance with Section 3.5 of the Credit Agreement, subject to prepayment and acceleration as provided in the Credit Agreement. The City of Dallas, Texas, promises to pay interest on the unpaid principal amount of each such Advance or Term Loan on the dates and at the rate or rates provided for in the Credit Agreement. Within the limits of and to the extent permitted by the Credit Agreement, the City of Dallas, Texas may borrow, repay and re-borrow under the Credit Agreement with respect to Advances under the Commitment. All such payments of principal shall be made in immediately available funds at the office of the Bank pursuant to Section 3.8 of the Credit Agreement and shall be computed in accordance with and subject to the terms and conditions of the Credit Agreement.

This Note is being issued pursuant to the Credit Agreement to provide a revolving liquidity line of credit to the City of Dallas, Texas to fund the payment, at stated maturity, of the principal and accrued interest of the City of Dallas, Texas General Obligation Commercial Paper Notes, Series 2010C.

Provision has been made for the payment of principal of this Note sufficient to provide for the payment of principal hereof, as such principal matures, and such security interests have been irrevocably pledged for such payment. It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with and that this Note is within every applicable debt or other limit.

IN WITNESS WHEREOF, THE CITY OF DALLAS, TEXAS has caused this Note to be signed in its name by its City Manager and attested to by its City Secretary, and be sealed with the seal of the City, and this Note to be dated the date and year first written above.

CITY OF DALLAS, TEXAS

(SEAL)

By: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_



CITY OF DALLAS  
GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES 2010C

ADVANCES AND PAYMENTS OF PRINCIPAL

Date	Amount of Advance	Principal Repaid/Prepaid	Maturity Date	Notation Made by

Date	Amount of Advance	Principal Repaid/Prepaid	Maturity Date	Notation Made by

Wells Fargo Bank, N.A.  
Second Amended and Restated Fee Letter

Dated March 1, 2016

City of Dallas, Texas  
1500 Marilla Street  
Dallas, Texas 75201

Ladies and Gentlemen:

Reference is made to the Credit Agreement dated December 1 2010, as amended by the First Amendment to the Credit Agreement dated July 9, 2013, and as amended by the Second Amendment to the Credit Agreement dated of March 1, 2016 (as amended or supplemented, the “*Agreement*”), by and between the City of Dallas, Texas (the “*City*”) and Wells Fargo Bank, National Association (the “*Bank*”). Any capitalized term below that is defined in the Agreement shall have the same meaning when used herein. This letter is the Amended and Restated Fee Letter described in the Agreement.

In order to induce the Bank to enter into the Agreement and to provide liquidity support for the City’s General Obligation Commercial Paper Notes, Series 2010C, the City agrees to make the following payments at the following times:

(a) *Facility Fee*. The City hereby agrees to pay to the Bank a non-refundable facility fee (the “*Facility Fee*”) in an amount equal the rate per annum associated with the applicable Level as set forth below on the daily amount of the Commitment (computed on the basis of a year of three hundred sixty (360) days of twelve (12) months and actual days elapsed and excluding, for this purpose, any outstanding Advances under the Commitment):

For the period commencing on and including January 1, 2016, the Facility Fee Rate equal the rate per annum corresponding to the Level associated with the Rating (as defined below) as follows:

LEVEL	S&P RATING	MOODY’S RATING	FITCH RATING	FACILITY FEE
I	AA or above	Aa2 or above	AA+ or above	0.50%
II	AA-	Aa3	AA	0.65%
III	A+	A1	AA-	0.85%
IV	A	A2	A+	1.05%
V	A-	A3	A	1.25%
VI	BBB+	Baa1	A-	1.50%

VII	BBB	Baa2	BBB+	1.75%
VIII	BBB- or below	Baa3 or below	BBB	2.00%
IX			BBB- or below	2.25%

The term “Rating” shall mean the lowest long-term rating (the “Rating”) assigned, without regard to credit enhancement, to the City’s long-term general obligation debt. In the event of a split Rating (i.e., one of the Rating Agencies’ Ratings is at a different level than the Rating of another of the other Rating Agencies), the Facility Fee shall be based upon: (i) the level in which the lower rating appears, if the City’s long-term general obligation debt is rated only by two Rating Agencies and (ii) the second highest of the three then-current levels if the City’s long-term general obligation debt is rated by all three Rating Agencies. Any change in the Facility Fee resulting from a change in a Rating shall be and become effective as of and on the date of the announcement of the change in such Rating. References to Ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency, each of the Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect. The City acknowledges, and the Bank agrees, that as of January 1, 2016, the Facility Fee is that specified above for Level I. Upon the occurrence and during the continuance of an Event of Default or in the event that any Rating is suspended, withdrawn or is otherwise unavailable (but excluding any suspension, withdrawal or other unavailability to the extent that the applicable Rating Agency stipulates in writing that such action occurred in each case for non-credit related reasons), the Facility Fee shall be increased from the rate then in effect by an additional one percent (1.00%) per annum.

The Facility Fee shall be payable (A) quarterly, in arrears, on each of the first Business Day of January, April, July, and October, and (B) on the Expiry Date or the date of the earlier expiration or termination in whole of the Commitment where the Bank has no further obligation under the Agreement to fund Advances. The Facility Fee, together with interest on the Facility Fees, shall accrue interest at the Default Rate from the date payment is due until payment in full is actually made.

(b) *Legal Fees.* On or before the Second Amendment Effective Date, the fees and expenses of counsel to the Bank, in an amount not to exceed \$7,500.

(c) *Advance Fee.* The City hereby agrees to pay a non-refundable advance fee of \$300 to the Bank for each Advance under the Agreement on the date of such Advance; *provided, however,* that the fee payable pursuant to this section shall not be required if an Advance is made as a result of a downgrade of the senior, unsecured short-term rating of the Bank to below “P-1” by Moody’s, “F1+” by Fitch or “A-1” by S&P.

(d) *Amendment and Transfer Fee.* The City agrees to pay, or cause to be paid, to the Bank, on the date of each amendment, supplement or modification to the Agreement, or execution of any standard waiver or consent, a non-refundable fee equal to \$3,000 plus, in each case, the reasonable fees and expenses of counsel to the Bank; *provided, however,* that the fee

payable pursuant to this section shall not be required in connection with an amendment executed solely for the purpose of extending the Expiry Date in accordance with the terms of the Agreement.

(e) *Termination.* The City shall not terminate the Agreement prior to the Expiry Date unless the City agrees to pay to the Bank, in addition to all other obligations that may be due and payable at such time, a termination fee (the “*Termination Fee*”) equal to the Facility Fee for the period commencing on the Second Amendment Effective Date through the Expiry Date, less any Facility Fees already paid by the City to the Bank during such period. Notwithstanding the foregoing provisions of this paragraph (e), no Termination Fee will be required to be paid by the City if (A) (i) Moody’s shall have lowered or withdrawn the short-term rating on the Notes below “P-1” as a result of the reduction by Moody’s of the senior, unsecured short-term rating of the Bank; (ii) Fitch shall have lowered or withdrawn the short-term rating on the Notes below “F1+” as a result of the reduction by Fitch of the senior, unsecured short-term rating of the Bank or (iii) S&P shall have lowered or withdrawn the short-term rating on the Notes below “A-1” as a result of the reduction by S&P of the senior, unsecured short-term rating of the Bank; or (B) the City elects to repay, restructure or defease the Notes in full or in part from a source of fixed rate funds that does not involve the issuance by a bank or other financial institution other than the Bank of a letter of credit, liquidity facility, credit facility or a bank direct purchase; *provided, however,* all obligations owed by the City under the Agreement and this Second Amended and Restated Fee Letter including, without limitation, all principal and interest evidenced by the Bank Note, shall be paid by the City to the Bank at or prior to the date of termination.

All fees payable under this Second Amended and Restated Fee Letter and the Agreement are to compensate the Bank for its commitment to lend, will be nonrefundable and will be deemed earned when paid.

This Second Amended and Restated Fee Letter shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any otherwise applicable principles of conflicts of laws; provided that, notwithstanding the foregoing, the obligations of the Bank hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to any otherwise applicable principles of conflicts of laws.

This Second Amended and Restated Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Second Amended and Restated Fee Letter by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This Second Amended and Restated Fee Letter shall supersede all provisions of the Fee Letter dated December 2, 2010 (the “Original Fee Letter”), and the Amended and Restated Fee Letter dated July 9, 2013 between the City and the Bank (the “Amended and Restated Fee Letter”). From and after the Second Amendment Effective Date, all references made to the of the Original Fee Letter or Amended and Restated Fee Letter in any Related Document or in any

other instrument or document shall, without more, be deemed to refer to this Second Amended and Restated Fee Letter from the City.

Please confirm that the foregoing is the Bank's mutual understanding by signing and returning to the Bank an executed counterpart of this Second Amended and Restated Fee Letter. This Second Amended and Restated Fee Letter shall become effective as of the date first above referenced upon the Bank's receipt of an executed counterpart of this Second Amended and Restated Fee Letter from the City.

This Second Amended and Restated Fee Letter shall supersede all provisions of the Fee Letter dated December 2, 2010 (the "*Original Fee Letter*"), and the Amended and Restated Fee Letter dated July 9, 2013 between the City and the Bank. From and after the Amendment Date, all references made to the of the Original Fee Letter or Amended and Restated Fee Letter in any Related Document or in any other instrument or document shall, without more, be deemed to refer to this Agreement.

[Signature Page Follows]

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Aaron P. Cook  
Vice President

Accepted and agreed to as of the date first  
written above by:

CITY OF DALLAS, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

Warren M.S. Ernst  
City Attorney  
City of Dallas, Texas

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

*Signature Page to Wells Fargo Second Amended and Restated Fee Letter*





**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** February 24, 2016  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Office of Economic Development  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** 54 H

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**SUBJECT**

Authorize Supplemental Agreement No. 2 to the contract with Southern Dallas Development Corporation to: ~~(1) extend the term of the fourth and final renewal option to the contract with the City to continue the administration and loan servicing of the Community Development Block Grant funded Business Revolving Loan Program from March 30, 2016 through September 30, 2016; and (2) continue administration and loan servicing of the Community Development Block Grant funded Business Revolving Loan Program~~ - Financing: No cost consideration to the City

**BACKGROUND**

In 1989, the City of Dallas contracted with Southern Dallas Development Corporation (SDDC) to use Community Development Block Grant (CDBG) dollars to administer and implement a business loan program designed to help revitalize and enhance community and economic development in the City of Dallas. SDDC is currently in the twenty-seventh year of contracting with the City of Dallas to provide these loan services.

SDDC administers the Business Revolving Loan Program which makes loans to for-profit businesses on behalf of the City. The program provides funding and access to capital for entrepreneurs, and creates and/or retains jobs to foster community and economic development and revitalization within the eligible U.S. Department of Housing and Urban Development (HUD) census tracts in Dallas.

From inception to date, SDDC has approved 198 loans through the Business Revolving Loan Program. SDDC has a proven track record in administering loan programs and other services. The CDBG Business Revolving Loan Program has provided approximately \$19,973,065 in loans to foster economic development; leveraged an estimated \$41,918,502 in private investment; and created/retained 1,993 jobs.

**BACKGROUND** (Continued)

The CDBG Business Revolving Loan Program provides loans of up to \$300,000 in financing for eligible businesses in low to moderate income areas of the City of Dallas and requires that 1 new job be created or retained per \$35,000 loaned.

~~Funds~~ Funding from the program are used for loans, ~~and~~ administrative costs, ~~and~~ program delivery costs for operation of the program and are ~~limited to funds~~ received from the collection of monthly accounts receivable (Program Income) and cash on hand from prior years, currently \$194,000. Program Income was estimated to be \$600,000 in FY 2014-15 in the HUD Consolidated Plan Budget approved by City Council. However, actual collections of Program Income in FY 2014-15 were \$376,249.

The program has not received ~~entitlement~~ an appropriation of CDBG funds since 2005, and therefore, has been limited to making new loans from collection of accounts receivable. As new loans have declined and booked loans have ~~matured~~ been repaid, ~~collections~~ Accounts Receivables have continued to decrease and currently will only cover program operations. The number of loans and loan amounts have also been significantly reduced.

Loan production for the past 3 years have been:

FY 2012-13	4/\$245,000
FY 2013-14	4/\$155,000
FY 2014-15	3/\$243,000

FY 2015-16 program income is now projected to be \$275,000 with expenses of approximately \$269,000. The program will only be able to make loans from cash reserves.

On September 22, 2015, City Council authorized to extend the term of the fourth and final renewal option between the City of Dallas and the Southern Dallas Development Corporation to administer and provide loan servicing of the Business Revolving Loan Program through March 30, 2016.

Council will be asked to approve a second six month extension ~~requested~~ to keep the Business Revolving Loan Program in operation until ~~the~~ a new Scope of Work can be developed, new terms can be negotiated additional funds/funding sources can be found and a contractor selected through the Request for Competitive Sealed Proposal (RFCSP) process.

The Board of Directors has three (3) Council appointed positions. Two are currently filled.

## **BACKGROUND** (Continued)

### **Other SDDC Responsibilities and Activities:**

- Manage loan portfolio, collections, delinquencies and legal issues.
- Business Development support to assist small businesses to access capital.
- Fund development to increase operating revenue.
- Conduct site visits to CDBG loan recipients and prospects.
- Submit monthly reports to the City of Dallas.
- Participate in community development workshops and meetings to market SDDC and spur economic development.
- Monitor clients, address and resolve compliance issues, as required.
- Leverage other loan funds under management to maximize CDBG dollars available for loans.
- Provide technical assistance to loan applicants.

With continued support, SDDC will serve as a catalyst for small business growth, development and promotion of investment through:

- Leveraging private debt and equity
- Promoting access to capital
- Facilitating economic development: job/retention creation, business development and growth

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

On December 8, 2010, City Council authorized the execution of: (1) a one-year term contract, with four one-year renewal options, with Southern Dallas Development Corporation (SDDC), to administer the CDBG Business Revolving Loan Program, for the purpose of servicing and making loans to for-profit businesses to create and/or retain jobs for low-to-moderate income persons, in accordance with Department of Housing and Urban Development (HUD) regulations; and (2) any unexpended balances of program income and allocations from prior contract years be rolled over to continue the Business Revolving Loan Program, by Resolution No. 10-3056.

On August 24, 2011, City Council authorized the first one-year renewal option with SDDC, by Resolution No. 11-2233.

On August 22, 2012, City Council authorized the second one-year renewal option with SDDC, by Resolution No. 12-2085.

On August 14, 2013, City Council authorized the third one-year renewal option with SDDC, by Resolution No. 13-1289.

On September 10, 2014 City Council authorized the fourth and final one-year renewal option to the contract with SDDC, by Resolution No. 14-1455.

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

On June 10, 2015, the City Council authorized the adoption of the FY 2015-16 Consolidated Plan Budget, which included program income estimated at \$600,000 to be retained by SDDC and any unexpended balances from prior years to continue the management and operations of the Business Revolving Loan Program, by Resolution No. 15-1055.

On September 22, 2015, the City Council authorized to extend the term of the fourth and final twelve-month renewal option with SDDC through March 30, 2016, by Resolution No. 15-1749.

Information about this item will be provided to the Economic Development Committee on February 16, 2016.

**FISCAL INFORMATION**

No cost consideration to the City

**OWNER**

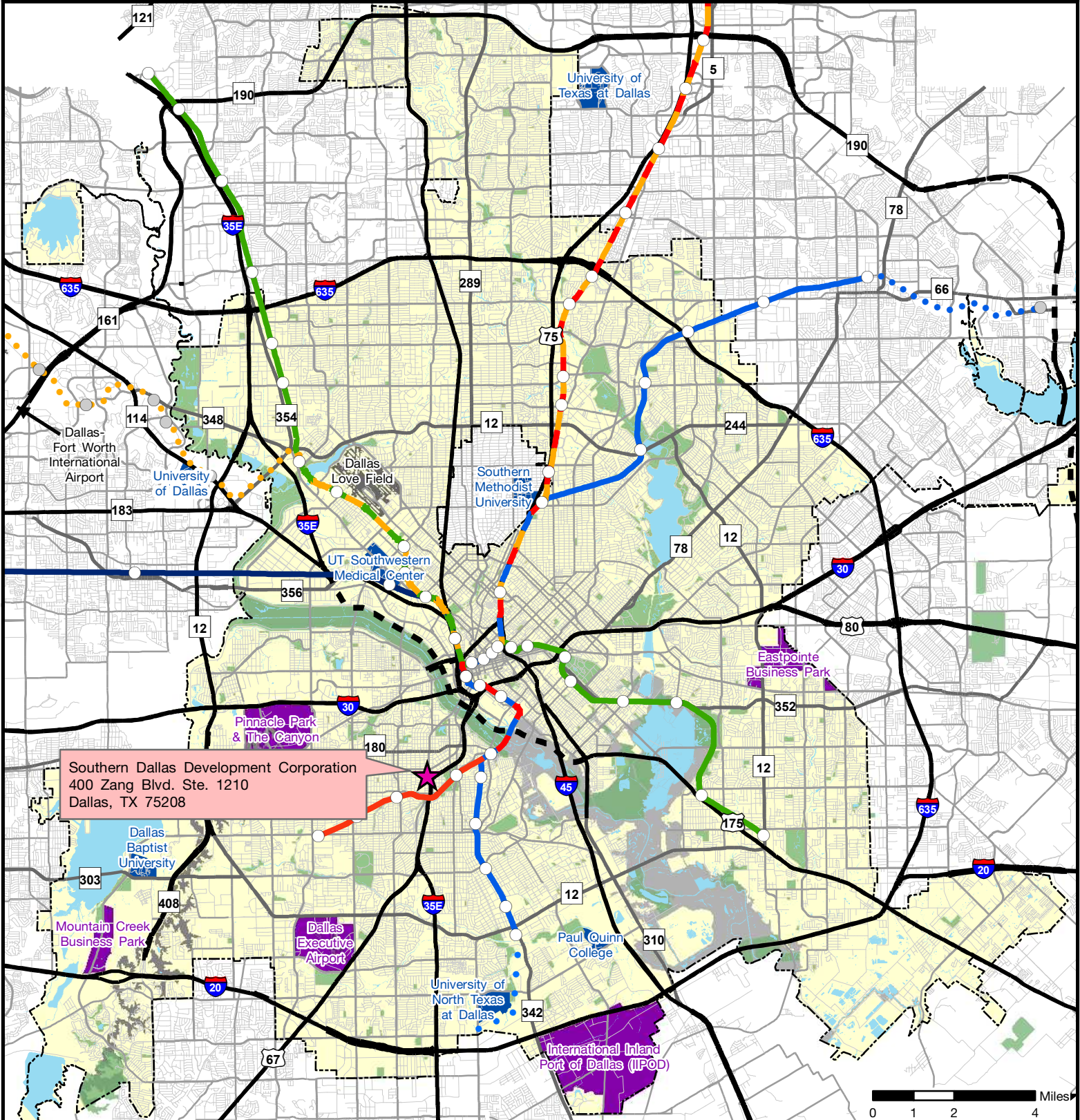
**Southern Dallas Development Corporation**

Terrance Henderson, Board Chair

**MAP**

Attached.

# City of Dallas



Southern Dallas Development Corporation  
400 Zang Blvd. Ste. 1210  
Dallas, TX 75208

## Legend

- |                         |   |                         |
|-------------------------|---|-------------------------|
| City of Dallas          | DART Blue Line to Rowlett (2011)          | Colleges & Universities |
| Rail Station            | DART Orange Line to DFW Airport (2012-14) | Lakes & Rivers          |
| Future Station          | DART Blue Line to UNT-Dallas (2019)       | Parks                   |
| DART Red Line           | Freeway or Tollway                        | Escarpment              |
| DART Blue Line          | Highway                                   | Flood Plain             |
| DART Green Line         | Arterial                                  | Airport                 |
| DART Orange Line        | Local Road                                | Business Parks          |
| Trinity Railway Express | Proposed Freeway or Tollway               |                         |

**DALLAS  
ECONOMIC  
DEVELOPMENT**

Research & Information Division  
214.670.1685  
dallas-ecodev.org





February 24, 2016

**WHEREAS**, on December 8, 2010, City Council authorized the execution of a one-year contract, with four renewal options, with Southern Dallas Development Corporation (SDDC), to administer the Community Development Block Grant (CDBG) Business Revolving Loan Program by Resolution No. 10-3056; and

**WHEREAS**, on August 24, 2011, City Council authorized the execution of the first of four twelve-month renewal options to the contract with SDDC to administer the CDBG Business Revolving Loan Program by Resolution No. 11-2233; and

**WHEREAS**, on August 22, 2012, City Council authorized the execution of the second of four twelve-month renewal options to the contract with SDDC to administer the CDBG Business Revolving Loan Program by Resolution No. 12-2085; and

**WHEREAS**, on August 14, 2013, City Council authorized the execution of the third of four twelve-month renewal options to the contract with SDDC to administer the CDBG Business Revolving Loan Program by Resolution No. 13-1289; and

**WHEREAS**, on Sept 10, 2014, City Council authorized the execution of the fourth and final twelve month renewal options to the contract with SDDC to administer the CDBG Business Revolving Loan Program by Resolution No. 14-1455; and

**WHEREAS**, on June 10, 2015, the City Council authorized the adoption of the FY 2015-16 Consolidated Plan Budget, which included program income estimated at \$600,000 to be retained by SDDC and any unexpended balances from prior years, to continue to provide loans and manage and operate the CDBG Business Revolving Loan Program by Resolution No. 15-1055; and

**WHEREAS**, on September 22, 2015, City Council authorized Supplemental Agreement No. 1 to the contract dated December 8, 2010 with SDDC to extend the term of the fourth and final renewal option from October 1, 2015 through March 30, 2016; and continue administration and loan servicing of the CDBG Business Revolving Loan Program under the terms and conditions therein by Resolution No. 15-1749.

**NOW, THEREFORE,**

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

February 24, 2016

**Section 1.** That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute Supplemental Agreement No. 2 to the contract with Southern Dallas Development Corporation to extend the term of the fourth and final renewal option to the contract with the City to continue administration and loan servicing of the Community Development Block Grant funded Business Revolving Loan Program from March 30, 2016 through September 30, 2016. ~~amend the contract dated December 8, 2010 with Southern Dallas Development Corporation to: (1) extend the term of the fourth and final renewal option from March 30, 2016 through September 30, 2016; and (2) continue administration and loan servicing of the Community Development Block Grant funded Business Revolving Loan Program under the terms and conditions therein.~~

**Section 2.** That SDDC will continue to administer and service loans within the City of Dallas to provide financing for for-profit businesses and to create/retain jobs for Low to Moderate Income (LMI) persons.

**Section 3.** That any unexpended balances and program income from prior approved contract years be retained and rolled over to continue the program.

**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.