

**OCTOBER 26, 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 October 26, 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



Date



M. Elizabeth Reich
Chief Financial Officer



Date

RECEIVED

2016 OCT 21 PM 3: 58

CITY SECRETARY
DALLAS, TEXAS

**ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, OCTOBER 26, 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 - 46

CONSENT ADDENDUM

Items 1 - 3

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 47 - 48

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 49 - 61

Handgun Prohibition Notice for Meetings of Government Entities

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

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

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

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

**ADDENDUM
CITY COUNCIL MEETING
OCTOBER 26, 2016
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.**

ADDITIONS:

Closed Session

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

- Legal issues related to meet and confer negotiations between the City and police and fire associations.
- Legal issues related to the Dallas Police & Fire Pension System.
- David Sewell et al. v. Dallas County Schools, The City of Dallas, and the City of Carrollton, Cause No. DC-16-13227.

CONSENT ADDENDUM

Aviation

1. Authorize appointments to the Board of Directors of the Love Field Airport Modernization Corporation - Financing: No cost consideration to the City

Office of Financial Services

2. Authorize adoption of the 2017 City Calendar - Financing: No cost consideration to the City

Sustainable Development and Construction

3. An ordinance abandoning a portion of Quality Lane to Ainbinder Northwest Highway LLC, the abutting owner, containing approximately 36,127 square feet of land, located near the intersection of Abrams Road and Northwest Highway; authorizing the quitclaim and providing for the dedication of approximately 17,002 square feet of land needed for an easement - Revenue: \$975,068, plus the \$20 ordinance publication fee

DELETION:

Planning and Urban Design

40. Authorize a personal service contract with Brent Brown of buildingcommunity Workshop to serve as Consulting Design Director for the Planning and Design Studio for the period November 1, 2016 through September 30, 2017 - Not to exceed \$77,917 - Financing: Current Funds

ADDENDUM DATE October 26, 2016

ITEM	IND								
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1			2	C	AVI	NC	NA	NA	Authorize appointments to the Board of Directors of the Love Field Airport Modernization Corporation - Financing: No cost consideration to the City
2			N/A	C	OFS	NC	NA	NA	Authorize adoption of the 2017 City Calendar - Financing: No cost consideration to the City
3			9	C	DEV	REV \$975,068	NA	NA	An ordinance abandoning a portion of Quality Lane to Ainbinder Northwest Highway LLC, the abutting owner, containing approximately 36,127 square feet of land, located near the intersection of Abrams Road and Northwest Highway; authorizing the quitclaim and providing for the dedication of approximately 17,002 square feet of land needed for an easement - Revenue: \$975,068, plus the \$20 ordinance publication fee

TOTAL \$0.00

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: October 26, 2016
COUNCIL DISTRICT(S): 2
DEPARTMENT: Aviation
CMO: Ryan S. Evans, 671-9837
MAPSCO: 34E

SUBJECT

Authorize appointments to the Board of Directors of the Love Field Airport Modernization Corporation - Financing: No cost consideration to the City

BACKGROUND

This item is submitted on the addendum to ensure the proposed bond issuance for the completion of parking garage C at Dallas Love Field remains on schedule.

The City Manager recommends the appointment of M. Elizabeth Reich, Chief Financial Officer; Errick Thompson, Director of Equipment and Building Services; and Jing Xiao, Assistant City Controller, to the Love Field Airport Modernization Corporation Board for a two-year term.

In 2008, the City Council authorized the creation of a local government corporation, the Love Field Airport Modernization Corporation to: (1) finance the Love Field Modernization Program (LFMP), (2) expedite construction in order to complete the LFMP, by 2014, (3) realize savings in construction costs, and (4) accomplish other activities, as permitted, in furtherance of the LFMP.

The Corporation's Board of Directors shall consist of three (3) persons appointed by the City Council, upon recommendation of the City Manager. To be eligible to serve as a Director, a person must be a resident and qualified elector of the City. All Directors with voting rights must also be employees of the City. The proposed candidates meet these criteria.

Board members will serve two year terms, or until their successors are appointed, and are eligible for reappointment; provided, however, no Board member may serve for more than six years consecutively, unless required to complete an unexpired term. Two of the current Board of Directors are term-limited and one is no longer employed with the City.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Established the Love Field Airport Modernization Corporation and appointed the initial Board of Directors, on June 25, 2008, by Council Resolution No. 08-1876.

Authorized changes to the Board of Directors of the Love Field Airport Modernization Corporation, on February 10, 2010, by Council Resolution No. 10-0454.

Information about this item was provided to the Budget, Finance, and Audit Committee on October 17, 2016.

FISCAL INFORMATION

No cost consideration to the City.

October 26, 2016

WHEREAS, pursuant to the Articles of Incorporation, upon the recommendation of the City Manager, the City Council be authorized to approve appointments to the Board of Directors of the Love Field Airport Modernization Corporation.

Now, Therefore,

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

Section 1. That M. Elizabeth Reich, Errick Thompson, and Jing Xiao are appointed to the Board of Directors for the Love Field Airport Modernization Corporation, each for a two-year term, or, until their successors are appointed.

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

ADDENDUM ITEM # 2

KEY FOCUS AREA: E-Gov
AGENDA DATE: October 26, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Office of Financial Services
CMO: Elizabeth Reich, 670-7804
MAPSCO: N/A

SUBJECT

Authorize adoption of the 2017 City Calendar - Financing: No cost consideration to the City

BACKGROUND

This item was placed on the addendum and is moved forward by Council direction.

Resolution No. 89-3796 requires the City Council to adopt an annual calendar. Resolution No. 90-2673 establishes the annual July recess. The City Calendar includes all City Council briefing and agenda meetings, budget briefings and workshops, Council Committee meetings, and City holidays. The City Calendar is available on the City's website at www.dallascityhall.com and is made available in the Office of Financial Services to all citizens who request copies.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The City Council was briefed on October 19, 2016.

FISCAL INFORMATION

No cost consideration to the City.

October 26, 2016

WHEREAS, it is the desire of the City to improve the efficiency of our municipal operations by adopting an annual City Calendar; and

WHEREAS, it is the responsibility of the City Manager's Office to prepare an annual City Calendar each year for the upcoming calendar year; and

WHEREAS, the annual City Calendar should be presented to the City Council for adoption in October of each year for the upcoming calendar year; and

WHEREAS, the annual City Calendar should include all City Council briefing and agenda meetings, budget briefings and workshops, Council Committee meetings, and City holidays; and

WHEREAS, the City Calendar should be updated periodically to incorporate any additions and/or changes in the schedule of meetings; and

WHEREAS, the City Calendar should be made available to all citizens, upon request, in the Office of Financial Services;

Now, Therefore,

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

Section 1. That the Dallas City Council hereby adopts the 2017 City Calendar per Attachment A.

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

January 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Committee Meetings moved to January 3rd New Year's Day - City Holiday	3 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit	4 Council Briefing 9:00am	5	6	7 Orthodox Christmas Day
8	9 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	10	11 Council Agenda 9:00am	12	13	14 Orthodox New Year
15	16 Committee Meetings moved to January 17th Martin Luther King, Jr. Day -City Holiday	17 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit 3:00pm-Arts, Culture, & Libraries Campaign Finance Report Due - Semi Annual	18 Council Briefing 9:00am	19	20	21
22	23 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	24	25 Council Agenda 9:00am	26	27	28 Chinese New Year
29	30 Fifth Monday - No Council Committee Meetings	31				

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

February 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Council Briefing 9:00am	2	3	4
5	6 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit	7	8 Council Agenda 9:00am	9	10	11
12	13 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	14 Valentine's Day	15 Council Meeting Canceled Council-Staff Planning Session	16 Council-Staff Planning Session	17	18
19	20 Committee Meetings moved to February 21 st President's Day – City Holiday	21 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit 3:00pm-Arts, Culture, & Libraries	22 Council Agenda 9:00am	23	24	25
26	27 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	28				

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

March 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Council Briefing 9:00am Budget Workshop	2 Texas Independence Day	3	4
5	6 Council Committee Meetings Canceled Council Recess	7 Council Recess City of Dallas Legislative Reception – Austin, TX	8 Council Meeting Canceled Council Recess	9 Council Recess	10 Council Recess	11 National League of Cities Congressional City Conference - Washington, DC
12 National League of Cities Congressional City Conference - Washington, DC Daylight Savings Time Begins	13 Council Committee Meetings Canceled Council Recess National League of Cities Congressional City Conference - Washington, DC	14 Council Recess National League of Cities Congressional City Conference - Washington, DC	15 Council Meeting Canceled Council Recess National League of Cities Congressional City Conference - Washington, DC	16 Council Recess	17 Council Recess St. Patrick's Day	18
19	20 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit 3:00pm-Arts, Culture, & Libraries	21	22 Council Agenda 9:00am Budget Public Hearing	23	24	25
26	27 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	28	29 Fifth Wednesday – No City Council Meeting	30	31 Cesar Chavez Day	

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

April 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit	4	5 Council Briefing 9:00am	6 Campaign Finance Report Due - 30 Days before election	7	8
9	10 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project Passover (Begins at Nightfall)	11 Passover Second Night Seder	12 Council Agenda 9:00am	13	14 Good Friday	15
16 Easter Sunday	17 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit 3:00pm-Arts, Culture, & Libraries	18	19 Council Briefing 9:00am	20	21 San Jacinto Day	22
23	24 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project General Election Early Voting begins	25	26 Council Agenda 9:00am	27	28 Campaign Finance Report due - 8 Days before election	29
30						

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

May 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Council Committee Meetings Canceled	2 General Election Early Voting ends	3 Council Meeting Canceled	4	5	6 Election Day
7 Public Service Recognition Week (7-13)	8 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	9	10 Council Agenda 9:00am	11	12	13
14 Mother's Day	15 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit 3:00pm-Arts, Culture, & Libraries	16	17 Council Briefing 9:00am Budget Workshop Canvass General Election Results Call Runoff Election (if necessary)	18	19	20
21	22 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	23	24 Council Agenda 9:00am Budget Public Hearing	25	26	27 Ramadan Starts
28	29 Fifth Monday – No Council Committee Meetings Memorial Day – City Holiday Runoff Early Voting begins (subject to change)	30	31 Fifth Wednesday – No Council Meeting			

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

June 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2 Campaign Finance Report due - 8 Days before Runoff Election	3
4	5 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit 3:00pm-Arts, Culture, & Libraries	6 Runoff Early Voting ends (subject to change)	7 Council Briefing 9:00am	8	9	10 Runoff Election Day (subject to change)
11	12 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	13	14 Council Agenda 9:00am Flag Day	15	16	17
18 Father's Day	19 Council Committee Meetings Canceled Canvass Runoff Election Results Inauguration (morning) & Office/Seating Selections (afternoon) Emancipation Day	20	21 Council Briefing 9:00am Budget Workshop	22	23 U.S. Conference of Mayors Miami Beach, FL	24 U.S. Conference of Mayors Miami Beach, FL
25 U.S. Conference of Mayors Miami Beach, FL Eid Al-Fitr	26 Council Committee Meetings Canceled U.S. Conference of Mayors Miami Beach, FL	27	28 Council Agenda 9:00am	29	30	

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

July 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Council Recess Per Resolution 90-2673 Passed August 22, 1990	4 Independence Day – City Holiday	5 Council Recess Per Resolution 90-2673 Passed August 22, 1990	6	7	8
9	10 Council Recess Per Resolution 90-2673 Passed August 22, 1990	11	12 Council Recess Per Resolution 90-2673 Passed August 22, 1990	13	14	15 Campaign Finance Report due – Semi Annual
16	17 Council Recess Per Resolution 90-2673 Passed August 22, 1990	18	19 Council Recess Per Resolution 90-2673 Passed August 22, 1990	20	21	22
23	24 Council Recess Per Resolution 90-2673 Passed August 22, 1990	25	26 Council Recess Per Resolution 90-2673 Passed August 22, 1990	27	28	29
30	31 Council Recess Per Resolution 90-2673 Passed August 22, 1990					

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

August 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Council Briefing 9:00am	3	4	5
6	7 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit	8 Budget Workshop (Presentation of City Manager's recommended Budget 9:00am) Town Hall Meetings Begin	9 Council Agenda 9:00am	10	11	12
13	14 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	15	16 Council Briefing 9:00am Budget Workshop	17	18	19
20	21 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit 3:00pm-Arts, Culture, & Libraries	22	23 Council Agenda 9:00am Budget Public Hearing	24	25	26 Women's Equality Day
27 Lyndon Baines Johnson Day	28 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	29	30 Budget Workshop (optional) 9:00am	31		

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

September 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Town Hall Meetings End Eid Al-Adha	2
3	4 Committee Meeting Moved to September 5th Labor Day/Cesar E. Chavez Day – City Holiday	5 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit	6 Council Briefing 9:00am Budget Workshop Vote to Adopt Budget 1 st Reading	7	8	9
10	11 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project Patriot Day	12 Budget Workshop (Optional) 9:00am	13 Council Agenda 9:00am	14	15	16
17 Constitution Day Citizenship Day	18 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit 3:00pm-Arts, Culture, & Libraries	19	20 Council Briefing 9:00am Vote to Adopt Budget 2 nd Reading	21 Rosh Hashanah (Begins at Sundown)	22 Rosh Hashanah	23
24	25 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	26	27 Council Agenda 9:00am	28	29	30 Yom Kippur

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

October 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit	3 Texas Municipal League Annual Conference – Houston, Texas	4 Council Meeting Canceled Texas Municipal League Annual Conference – Houston, Texas	5 Texas Municipal League Annual Conference – Houston, Texas	6 Texas Municipal League Annual Conference – Houston, Texas	7
8	9 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	10	11 Council Agenda 9:00am	12	13	14
15	16 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance, & Audit 3:00pm-Arts, Culture, & Libraries	17	18 Council Briefing 9:00am	19	20	21
22	23 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	24	25 Council Agenda 9:00am	26	27	28
29	30 Fifth Monday – No Council Committee Meeting	31 Halloween				

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

November 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Council Briefing 9:00am	2	3	4
5 Daylight Savings Time Ends	6 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance & Audit 3:00pm-Arts, Culture & Libraries	7	8 Council Agenda 9:00am	9	10	11 Veterans Day
12	13 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	14 Council Briefing 9:00am	15 Council Meeting Moved to November 14 th National League of Cities Conference - Charlotte, NC	16 National League of Cities Conference - Charlotte, NC	17 National League of Cities Conference - Charlotte, NC	18 National League of Cities Conference - Charlotte, NC
19	20 Council Committee Meetings Canceled	21	22 Council Meeting Canceled	23 Thanksgiving Day - City Holiday	24 Day after Thanksgiving Day - City Holiday	25
26	27 Council Committee Meetings Canceled	28	29 Fifth Wednesday – No Council Meeting	30		

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

December 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Council Committees: 9:00am-Economic Development 11:00am-Housing 1:00pm-Budget, Finance & Audit 3:00pm-Arts, Culture & Libraries	5	6 Council Briefing 9:00am	7	8	9
10	11 Council Committees: 9:00am-Quality of Life & Environment 11:00am-Public Safety 1:00pm-Transportation & Trinity River Project	12 Hanukkah Begins	13 Council Agenda 9:00am	14	15	16
17	18 Council Committee Meetings Canceled	19	20 Council Meeting Canceled Hanukkah Ends	21	22	23
24 Christmas Eve	25 Council Committee Meetings Canceled Christmas Day – City Holiday	26 Kwanzaa Begins	27 Council Meeting Canceled	28	29	30
31 New Year's Eve						

Note: Council Agenda meetings are held in the Council Chambers and Council Briefing and committee meetings are held in room 6ES at Dallas City Hall.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: October 26, 2016
COUNCIL DISTRICT(S): 9
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 26-Z

SUBJECT

An ordinance abandoning a portion of Quality Lane to Ainbinder Northwest Highway LLC, the abutting owner, containing approximately 36,127 square feet of land, located near the intersection of Abrams Road and Northwest Highway; authorizing the quitclaim and providing for the dedication of approximately 17,002 square feet of land needed for an easement - Revenue: \$975,068, 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 portion of Quality Lane to Ainbinder Northwest Highway LLC, the abutting owner. The area will be included with the property of the abutting owner for a retail center. The owner will dedicate approximately 17,002 square feet of land needed for an easement. The abandonment fee is based on an independent appraisal.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Economic Development Committee will be briefed by memorandum regarding this item.

FISCAL INFORMATION

Revenue: \$975,068, plus the \$20 ordinance publication fee

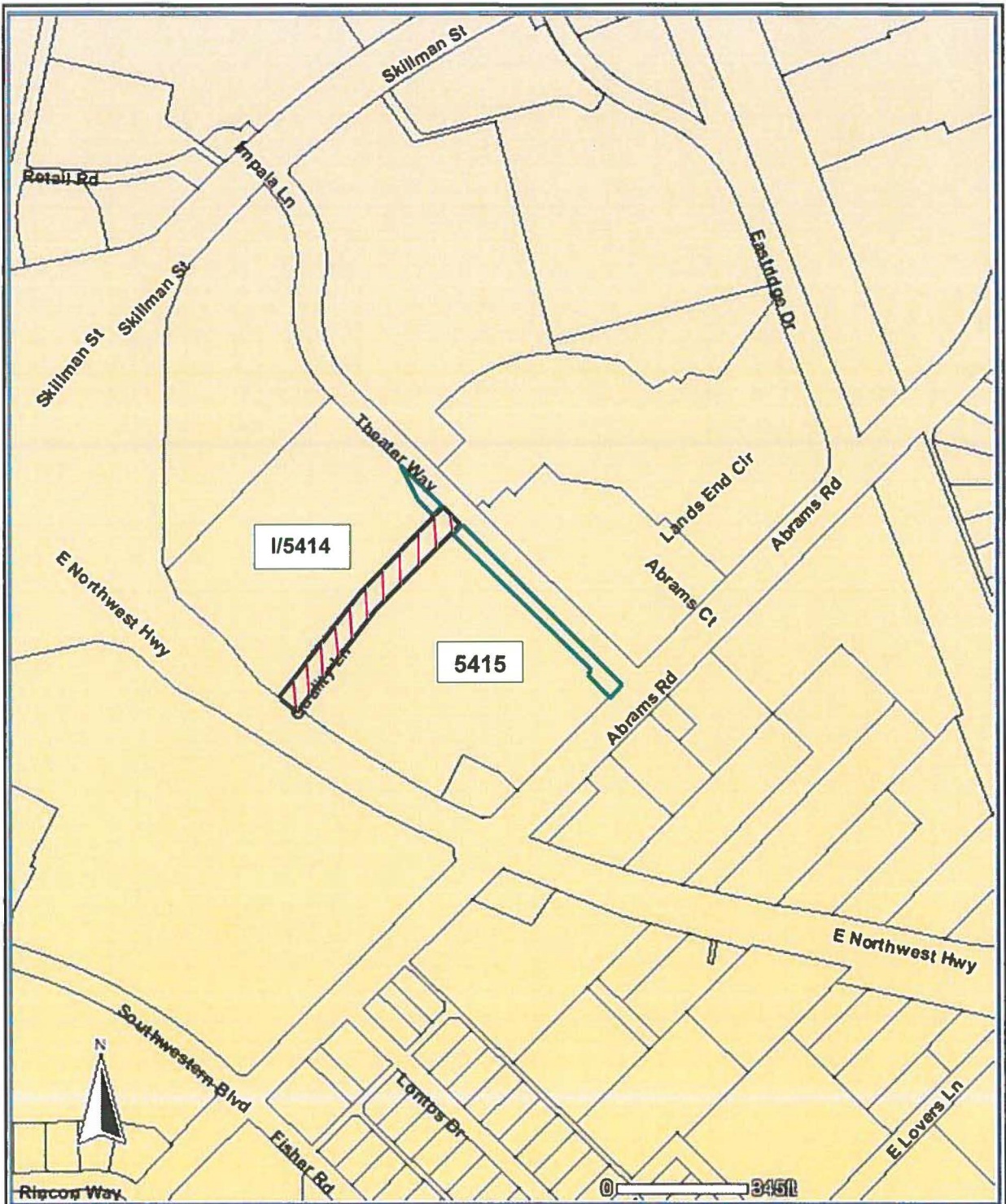
OWNER

Ainbinder Northwest Highway LLC

Barton L. Duckworth, Manager

MAP

Attached



**Dallas Central
Appraisal District**
www.dallascad.org

DISCLAIMER
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Abandonment Area



Dedication Area

ORDINANCE NO. _____

An ordinance providing for the abandonment of a portion of Quality Lane located adjacent to City Blocks I/5414 and 5415 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Ainbinder Northwest Highway LLC; 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; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Ainbinder Northwest Highway LLC, a Texas limited liability company, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portion of Quality Lane is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms 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 tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **NINE HUNDRED SEVENTY-FIVE THOUSAND AND SIXTY EIGHT AND NO/100 DOLLARS (\$975,068.00)** 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, future effective date, 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 tract of land hereinabove described in 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, future effective date 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, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended.

References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall record a final replat of the adjoining properties within one year of the effective date of this ordinance showing the dedication by easement of not less than 17,002 square feet in City Block 5415 for the extension of Theater Way street eastward to connect to Abrams Road. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area and the dedicated property are located, after its approval by the City Plan Commission of the City of Dallas. This abandonment shall not be effective unless and until this dedication is completed and failure to record a final replat in accordance with the term of this section shall render this ordinance null and void and of no further effect. Further, the final replat shall be recorded in the official real property records of the county in which the abandoned area is located before a certified copy of this ordinance shall be delivered to **GRANTEE**.

SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- a) upon final replat, extend, at no cost to the City, Theater Way street eastward to connect to Abrams Road via street easement pursuant to Section 9 above to provide vehicular and pedestrian access and include a minimum six feet sidewalk and minimum ten feet landscape buffer reviewed by Planning and Urban Design and Sustainable Development and Construction.
- b) upon approval by City Council Zoning and City Plan Commission of zoning case Z156-255, **GRANTEE** shall ensure the Planned Development (PD) includes provisions for a pedestrian connection from Northwest Highway to the main building entrance of the development of at least five feet minimum width with plans reviewed by Planning and Urban Design and Sustainable Development and Construction.
- c) shall contact 1-800-DIG-TESS to have Time Warner Cable facilities marked and located within affected easements before any excavations are begun.

d) at **GRANTEE's** expense, **GRANTEE** shall relocate City of Dallas emergency response outdoor warning siren #136 located adjacent City Block I/5414. Relocation of the existing siren must occur within 90 days of written notice given to Office of Emergency Management (OEM) city department. Relocation must be approved and coordinated with OEM. **GRANTEE** shall agree to acceptable insurance and indemnification requirements as set forth reviewed and approved by OEM.

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 effectiveness of this abandonment, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 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 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 filing of the final replat set forth in Section 9, the Director of Department of Sustainable Development and Construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 13. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY  _____
Assistant City Attorney

BY  _____
SJK Assistant Director

Passed _____.

EXHIBIT A

**STREET ABANDONMENT
QUALITY LANE
ADJACENT TO BLOCKS 5415 & I/5414
BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD COMPANY SURVEY,
ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 36,127 square foot (0.8294 acre) tract of land situated in the Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract Number 191, City of Dallas, Dallas County, Texas, adjacent to City of Dallas Block Numbers 5415 and I/5414, and being part of Quality Lane (a 60-foot wide right-of-way), as dedicated by plat of MEDALLION CENTER NO. 2, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 51, Page 221 of the Map Records of Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod on the northwest right-of-way line of Abrams Road (a variable width right-of-way) for the east corner of Block 5415 of said MEDALLION CENTER NO. 2 addition, the south corner of a called 12.944 acre tract of land described in deed to WPA Investment Group, Ltd., as recorded in Instrument Number 200900094431 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and the east corner a called 7.3139 acre tract of land described as Tract 1 in deed to Ainbinder Northwest HWY LLC, as recorded in Instrument Number 201600127601, O.P.R.D.C.T., the same being a called 7.314 acre tract of land described as Tract 1 in deed to Ainbinder Northwest HWY LLC, as recorded in Instrument Number 201600127602, O.P.R.D.C.T.;

THENCE North 45 degrees 35 minutes 11 seconds West, with the northeast line of said MEDALLION CENTER NO. 2 addition, with the northeast line of said 7.3139 acre and 7.314 acre tracts, and with the southwest line of said 12.944 acre tract, passing at a distance of 295 feet a point (not monumented) for the approximate location of the northwest line of the William Irwin Survey, Abstract Number 668 and the southeast line of said Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract Number 191, and continuing with the northeast line of said MEDALLION CENTER NO. 2 addition, the northeast line of said 7.3139 acre and 7.314 acre tracts, and the southwest line of said 12.944 acre tract, in all, a total distance of 590.00 feet to a 1/2-inch set iron rod with a plastic cap stamped "HALFF" for the POINT OF BEGINNING, said point being the common east corner of said Quality Lane and north corner of said MEDALLION CENTER NO. 2 addition, a west corner of said 12.944 acre tract, the north corner of said 7.3139 acre and 7.314 acre tracts, and the south corner of Theater Way (formerly known as Impala Lane, a 60-foot wide right-of-way), as recorded in Volume 795, Page 1325 of the Deed Records of Dallas County, Texas (D.R.D.C.T.);

(For SPRG use only)	
Reviewed by:	<u>David Scott</u>
Date:	<u>10.5.16</u>
SPRG No.	<u>3692</u>

EXHIBIT A

STREET ABANDONMENT
QUALITY LANE
ADJACENT TO BLOCKS 5415 & I/5414
BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD COMPANY SURVEY,
ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS

THENCE South 44 degrees 24 minutes 49 seconds West, with the common southeast right-of-way line of said Quality Lane and northwest line of said MEDALLION CENTER NO. 2 addition, and with the northwest line of said 7.3139 acre and 7.314 acre tracts, a distance of 279.65 feet to a 5/8-inch found iron rod with a plastic cap stamped "RPLS 2304" for the point of curvature of a tangent circular curve to the left having a radius of 1,289.69 feet, whose chord bears South 40 degrees 04 minutes 49 seconds West, a distance of 194.89 feet;

THENCE Southwesterly, continuing with the common southeast right-of-way line of said Quality Lane and northwest line of said MEDALLION CENTER NO. 2 addition, the northwest line of said 7.3139 acre and 7.314 acre tracts, and with said curve, through a central angle of 08 degrees 40 minutes 00 seconds, an arc distance of 195.08 feet to a 5/8-inch found iron rod with a plastic cap stamped "RPLS 2304" for the point of tangency;

THENCE South 35 degrees 44 minutes 49 seconds West, continuing with the common southeast right-of-way line of said Quality Lane and northwest line of said MEDALLION CENTER NO. 2 addition, and the northwest line of said 7.3139 acre and 7.314 acre tracts, a distance of 123.51 feet to a point (not monumented) for corner, from which a 5/8-inch found iron rod bears South 35 degrees 44 minutes 49 seconds West, a distance of 40.00 feet for the common south corner of said Quality Lane and west corner of said MEDALLION CENTER NO. 2 addition, and the west corner of said 7.3139 acre and 7.314 acre tracts at the intersection of the southeast right-of-way line of said Quality Lane with the northeast right-of-way line of Northwest Highway/Loop 12 (a variable width right-of-way);

THENCE North 52 degrees 58 minutes 54 seconds West, departing the common southeast right-of-way line of said Quality Lane and northwest line of said MEDALLION CENTER NO. 2 addition, and the northwest line of said 7.3139 acre and 7.314 acre tracts, over and across said Quality Lane, a distance of 60.01 feet to a point (not monumented) on northwest right-of-way line of said Quality Lane, the southeast line of the remainder of Lot A, Block I/5414 of MEDALLION CENTER NO. 3, an addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 877, Page 1456, D.R.D.C.T., and the southeast line of a called 5.973 acre tract of land described as Tract 2 in deed to Ainbinder Northwest HWY LLC, as recorded in Instrument Number 201600127601, O.P.R.D.C.T., the same being a called 5.979 acre tract of land described as Tract 2 in deed to Ainbinder Northwest HWY LLC, as recorded in Instrument Number 201600127602, O.P.R.D.C.T., from which a 5/8-inch found iron rod bears South 35 degrees 44 minutes 49 seconds West, a distance of 40.55 feet for the south corner of said Lot A, Block I/5414 and the south corner of said 5.973 acre and 5.979 acre tracts at the intersection of the projection of the northwest right-of-way line of said Quality Lane with the northeast right-of-way line of said Northwest Highway/Loop 12;

(For SPRG use only)	
Reviewed by:	<u>David Scott</u>
Date:	<u>10-5-16</u>
SPRG No.	<u>3692</u>

EXHIBIT A

STREET ABANDONMENT
QUALITY LANE
ADJACENT TO BLOCKS 5415 & I/5414
BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD COMPANY SURVEY,
ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS

THENCE North 35 degrees 44 minutes 49 seconds East, with the northwest right-of-way line of said Quality Lane, with the southeast line of said Lot A, Block I/5414, and with the southeast line of said 5.973 acre and 5.979 acre tracts, a distance of 122.18 feet to a 1/2-inch set iron rod with a plastic cap stamped "HALFF" for the point of curvature of a tangent circular curve to the right having a radius of 1,349.69 feet, whose chord bears North 40 degrees 04 minutes 49 seconds East, a distance of 203.96 feet;

THENCE Northeasterly, continuing with the northwest right-of-way line of said Quality Lane, the southeast line of said Lot A, Block I/5414, the southeast line of said 5.973 acre and 5.979 acre tracts, and with said curve, through a central angle of 08 degrees 40 minutes 00 seconds, passing at an arc distance of 184.65 feet a point (not monumented) for the common east corner of said Lot A, Block I/5414 and south corner of Lot B, Block I/5414 of said MEDALLION CENTER NO. 3 addition, and continuing with the northwest right-of-way line of said Quality Lane, the southeast line of said 5.973 acre and 5.979 acre tracts, and said curve, and with the southeast line of said Lot B, Block I/5414, in all, a total arc distance of 204.16 feet to a point (unable to set) for the point of tangency;

THENCE North 44 degrees 24 minutes 49 seconds East, continuing with the northwest right-of-way line of said Quality Lane, the southeast line of said 5.973 acre and 5.979 acre tracts, and the southeast line of said Lot B, Block I/5414, a distance of 279.65 feet to a found fence corner post (cut off at base of post) for the north corner of said Quality Lane, from which a 1/2-inch set iron rod with a plastic cap stamped "HALFF" bears North 44 degrees 24 minutes 49 seconds East, a distance of 0.84 feet for the east corner of said Lot B, Block I/5414, the east corner of said 5.973 acre and 5.979 acre tracts at the intersection of the projection of the northwest right-of-way line of said Quality Lane with the southwest right-of-way line of said Theater Way;

THENCE South 45 degrees 35 minutes 11 seconds East, departing the southeast line of said Lot B, Block I/5414 and the southeast line of said 5.973 acre and 5.979 acre tracts, and with the northeast right-of-way line of said Quality Lane and with the southwest right-of-way line of said Theater Way, a distance of 60.00 feet to the POINT OF BEGINNING and containing 36,127 square feet or 0.8294 of an acre, more or less.

(For SPRG use only)	
Reviewed by:	<u>David Scott</u>
Date:	<u>10.5.16</u>
SPRG No.	<u>3692</u>

EXHIBIT A

STREET ABANDONMENT
QUALITY LANE
ADJACENT TO BLOCKS 5415 & I/5414
BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD COMPANY SURVEY,
ABSTRACT NO. 191
CITY OF DALLAS, DALLAS COUNTY, TEXAS

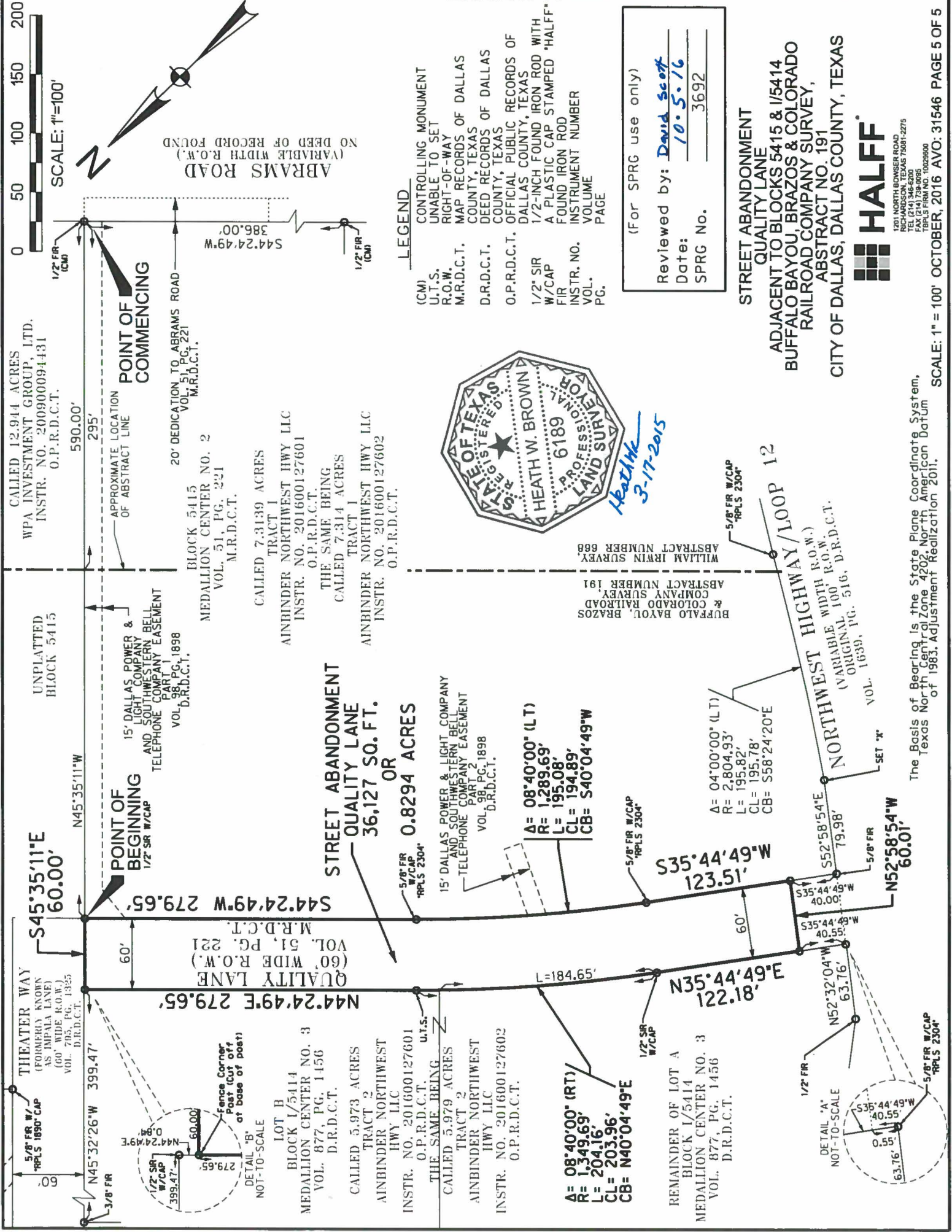
The Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

Heath W. B. 3-17-2015

Heath W. Brown
Registered Professional Land Surveyor
Texas No. 6189
Halff Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
214-346-6326
TBPLS Firm No. 10029600



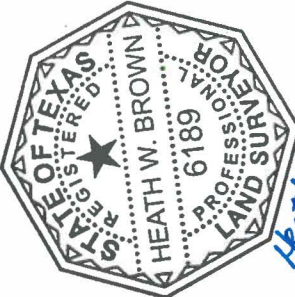
(For SPRG use only)	
Reviewed by:	<u>David Scott</u>
Date:	<u>10.5.16</u>
SPRG No.	<u>3692</u>



LEGEND

- (CM) CONTROLLING MONUMENT
- U.T.S. UNABLE TO SET
- R.O.W. RIGHT-OF-WAY
- M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- 1/2" SIR W/CAP 1/2-INCH FOUND IRON ROD WITH W/CAP
- FIR A PLASTIC CAP STAMPED "HALFF"
- INSTR. NO. FOUND IRON ROD
- VOL. INSTRUMENT NUMBER
- PG. PAGE

(For SPRG use only)
 Reviewed by: David Scott
 Date: 10.5.16
 SPRG No. 3692



Heath W. Brown
 3-17-2015

STREET ABANDONMENT QUALITY LANE
 ADJACENT TO BLOCKS 5415 & 1/5414
 BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD COMPANY SURVEY,
 ABSTRACT NO. 191
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



1201 NORTH BOWSER ROAD
 RICHARDSON, TEXAS 75081-2275
 TEL (214) 346-8200
 FAX (214) 346-8201
 TPLS FIRM NO. 10029900

The Basis of Bearing is the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.

KEY FOCUS AREA: E-Gov
AGENDA DATE: October 26, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: City Attorney's Office
CMO: Larry Casto, 670-3491
MAPSCO: N/A

SUBJECT

Consideration of two alternative ordinances amending Chapter 20A, "Fair Housing," of the Dallas City Code to either **(1)** prohibit discrimination in housing on the basis of source of income; or **(2)** prohibit discrimination in housing on the basis of source of income, except as prohibited by state law - Financing: No cost consideration to the City

BACKGROUND

In 2014, the City entered into a Voluntary Compliance Agreement ("VCA") with the U.S. Department of Housing and Urban Development. The VCA requires that the city council consider adoption of an ordinance that would prohibit discrimination in housing on the basis of source of income, including housing choice vouchers. An ordinance that complies with our VCA obligations is attached as "**Ordinance 1.**" Consideration of Ordinance 1 is sufficient to satisfy our VCA obligation; the VCA does not require that the city council approve this alternative.

After the City entered into the VCA, the Texas Legislature enacted a law that prohibits municipalities from adopting source of income ordinances related to federal housing assistance (except as to military veterans and voluntary programs). In light of the change to state law, the Housing Committee recommended an ordinance that would prohibit source of income discrimination, except as barred by state law. The Housing Committee's recommendations are reflected in the attached "**Ordinance 2.**" ~~Also, as permitted by state law, the Housing Committee recommended that residential developments receiving city subsidies or increases in zoning density refrain from source of income discrimination, including housing choice vouchers~~ Also, as permitted by state law, the Housing Committee recommended that (i) residential units receiving city subsidies or increases in zoning density refrain from discrimination against holders of federally funded housing vouchers, and (ii) multifamily projects receiving city subsidies lease 10% of units to holders of housing vouchers.

BACKGROUND (Continued)

Finally, Ordinance 2 adds a new “safe harbor” defense, which states that property owners are safe from source of income discrimination claims if 10% of their residential units are leased to housing choice voucher holders.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Housing Committee was briefed on the source of income discrimination ordinance on January 4, and reviewed the alternative ordinances on May 2, 2016.

This item was deferred at the request of Councilmember Griggs on June 15, 2016.

The Housing Committee reviewed the two alternative ordinances on August 29, 2016.

FISCAL INFORMATION

No cost consideration to the City.

ORDINANCE NO. _____

An ordinance amending Chapter 20A, "Fair Housing," of the Dallas City Code by amending Sections 20A-2, 20A-3, 20A-4, 20A-5, 20A-7, and 20A-10; adding and amending definitions; prohibiting discrimination in housing practices on the basis of source of income; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing an effective date.

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

SECTION 1. That Section 20A-2, "Declaration of Policy," of Chapter 20A, "Fair Housing," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 20A-2. DECLARATION OF POLICY.

It is the policy of the city of Dallas, through fair, orderly, and lawful procedures, to promote the opportunity for each person to obtain housing without regard to race, color, sex, religion, handicap, familial status, [ø] national origin, or source of income. This policy is grounded upon a recognition of the right of every person to have access to adequate housing of the person's own choice, and the denial of this right because of race, color, sex, religion, handicap, familial status, [ø] national origin, or source of income is detrimental to the health, safety, and welfare of the inhabitants of the city and constitutes an unjust deprivation of rights, which is within the power and proper responsibility of government to prevent."

SECTION 2. That Section 20A-3, "Definitions," of Chapter 20A, "Fair Housing," of the Dallas City Code, as amended, is amended to read as follows:

"SEC. 20A-3. DEFINITIONS.

In this chapter, unless the context requires a different definition:

(1) ACCESSIBLE means that an area of a housing accommodation can be approached, entered, and used by a person with a physical handicap.

(2) ACCESSIBLE ROUTE means a continuous unobstructed path connecting accessible elements and spaces in a housing accommodation that can be negotiated by a person

with a severe disability using a wheelchair and that is also safe for and usable by a person with other disabilities.

(3) ADMINISTRATOR means the administrator of the fair housing office designated by the city manager to enforce and administer this chapter and includes the administrator's designated representative.

(4) AGGRIEVED PERSON means a person claiming to be injured by a discriminatory housing practice.

(5) BUILDING ENTRANCE ON AN ACCESSIBLE ROUTE means an accessible entrance to a covered multi-family dwelling that is connected by an accessible route to public transportation stops, to accessible parking and passenger loading zones, or to the public streets or sidewalks, if available.

(6) COMPLAINANT means a person, including the administrator, who files a complaint under Section 20A-7.

(7) COVERED MULTI-FAMILY DWELLING means:

(A) a building consisting of four or more dwelling units if the building has one or more elevators; and

(B) a ground floor dwelling unit in any other building consisting of four or more dwelling units.

(8) DEFENSE means a defense to criminal prosecution in municipal court as explained in the Texas Penal Code. Defense also means, where specifically provided, an exemption from a civil action.

(9) DISCRIMINATORY HOUSING PRACTICE means conduct that is an offense under Section 20A-4 of this chapter.

(10) DWELLING UNIT means a single unit of residence for a family.

(11) FAMILIAL STATUS means the status of a person resulting from being:

(A) pregnant;

(B) domiciled with an individual younger than 18 years of age in regard to whom the person:

(i) is the parent or legal custodian; or

(ii) has the written permission of the parent or legal custodian for domicile with the individual; or

(C) in the process of obtaining legal custody of an individual younger than 18 years of age.

(12) FAMILY includes a single individual.

(13) HANDICAP:

(A) means:

(i) a physical or mental impairment that substantially limits one or more major life activities;

(ii) a record of an impairment described in Subparagraph (i) of this paragraph; or

(iii) being regarded as having an impairment described in Subparagraph (i) of this paragraph; and

(B) does not mean a current, illegal use of or addiction to a drug or illegal or federally-controlled substance.

(14) HOUSING ACCOMMODATION means:

(A) any building, structure, or part of a building or structure that is occupied, or designed or intended for occupancy, as a residence for one or more families; or ~~and~~

(B) any vacant land that is offered for sale or lease for the construction or location of a building, structure, or part of a building or structure described by Paragraph (A) of this subsection.

(15) PERSON means an individual, corporation, partnership, association, labor organization, legal representative, mutual company, joint-stock company, trust, unincorporated organization, trustee, receiver, or fiduciary or any employee, representative, or agent of the person.

(16) RENT means lease, sublease, or otherwise grant for a consideration the right to occupy premises that are not owned by the occupant.

(17) RESIDENCE does not include a hotel, motel, or similar public accommodation where occupancy is available exclusively on a temporary, day-to-day basis.

(18) RESIDENTIAL REAL ESTATE-RELATED TRANSACTION means:

(A) the making or purchasing of loans or the providing of other financial assistance:

(i) for purchasing, constructing, improving, repairing, or maintaining a housing accommodation; or

(ii) secured by residential real estate; or

(B) the selling, brokering, or appraising of residential real property.

(19) RESPONDENT means a person identified in a complaint or charge as having committed a discriminatory housing practice under this chapter.

(20) SOURCE OF INCOME means lawful, regular, and verifiable income from whatever source derived (including housing vouchers and other subsidies provided by government or non-governmental entities, child support, or spousal maintenance).”

SECTION 3. That Section 20A-4, “Discriminatory Housing Practices,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“SEC. 20A-4. DISCRIMINATORY HOUSING PRACTICES.

(a) A person commits an offense if he, because of race, color, sex, religion, handicap, familial status, [~~or~~] national origin, or source of income:

(1) refuses to negotiate with a person for the sale or rental of a housing accommodation or otherwise denies or makes unavailable a housing accommodation to a person;

(2) refuses to sell or rent, or otherwise makes unavailable, a housing accommodation to another person after the other person makes an offer to buy or rent the accommodation; or

(3) discriminates against a person in the terms, conditions, or privileges of, or in providing a service or facility in connection with, the sale or rental of a housing accommodation.

(b) A person commits an offense if he, because of race, color, sex, religion, handicap, familial status, [~~or~~] national origin, or source of income:

(1) represents to a person that a housing accommodation is not available for inspection, sale, or rental if the accommodation is available;

(2) discriminates against a prospective buyer or renter in connection with the showing of a housing accommodation; or

(3) with respect to a multiple listing service, real estate brokers' organization, or other business relating to selling or renting housing accommodations:

(A) denies a person access to or membership in the business; or

(B) discriminates against a person in the terms or conditions of access to or membership in the business.

(c) A person commits an offense if he:

(1) for profit, induces or attempts to induce another person to sell or rent a housing accommodation by a representation that a person of a particular race, color, sex, religion, handicap, familial status, [ø] national origin, or source of income is in proximity to, is present in, or may enter into the neighborhood in which the housing accommodation is located;

(2) makes an oral or written statement indicating a policy of the respondent or a person represented by the respondent to discriminate on the basis of race, color, sex, religion, handicap, familial status, [ø] national origin, or source of income in the selling or renting of a housing accommodation; or

(3) prints or publicizes or causes to be printed or publicized an advertisement that expresses a preference or policy of discrimination based on race, color, sex, religion, handicap, familial status, [ø] national origin, or source of income in the selling or renting of a housing accommodation.

(d) A person who engages in a residential real estate-related transaction commits an offense if he, because of race, color, sex, religion, handicap, familial status, [ø] national origin, or source of income, discriminates against a person:

(1) in making a residential real estate-related transaction available; or

(2) in the terms or conditions of a residential real estate-related transaction.

(e) A person commits an offense if he:

(1) discriminates in the sale or rental of a housing accommodation to any buyer or renter because of a handicap of:

(A) that buyer or renter;

(B) a person residing in or intending to reside in the housing accommodation after it is sold, rented, or made available; or

(C) any person associated with that buyer or renter; or

(2) discriminates against any person in the terms, conditions, or privileges of sale or rental of a housing accommodation, or in the provision of services or facilities in connection with the housing accommodation, because of a handicap of:

(A) that person;

(B) a person residing in or intending to reside in the housing accommodation after it is sold, rented, or made available; or

(C) any person associated with that person.

(f) A person commits an offense if he:

(1) refuses to permit, at the expense of a handicapped person, reasonable modifications of existing premises occupied or to be occupied by the handicapped person, if the modifications may be necessary to afford the handicapped person full use of the premises; except that, in the case of a rental, the landlord may, where reasonable to do so, condition permission for modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

(2) refuses to make reasonable accommodations in rules, policies, practices, or services when the accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a housing accommodation;

(3) fails to design or construct a covered multi-family dwelling, for first occupancy after March 13, 1991, to have at least one building entrance on an accessible route, unless it is impractical to do so because of the terrain or unusual characteristics of the site; or

(4) fails to design and construct a covered multi-family dwelling, for first occupancy after March 13, 1991, that has a building entrance on an accessible route in such a manner that:

(A) the public and common use areas of the dwelling are readily accessible to and usable by a handicapped person;

(B) all the doors designed to allow passage into and within all premises are sufficiently wide to allow passage by a handicapped person in a wheelchair; and

(C) all premises within a dwelling unit contain the following features of adaptive design:

(i) an accessible route into and through the dwelling unit;

(ii) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;

(iii) reinforcements in the bathroom walls to allow later installation of grab bars; and

(iv) usable kitchens and bathrooms that allow a person in a wheelchair to maneuver about the space.

(g) A person commits an offense if he coerces, intimidates, threatens, or otherwise interferes with any person in the exercise or enjoyment of, or on account of that person having exercised or enjoyed, or on account of that person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this chapter.

(h) A person commits an offense if he retaliates against any person for making a complaint, testifying, assisting, or participating in any manner in a proceeding under this chapter.”

SECTION 4. That Section 20A-5, “Defenses to Criminal Prosecution and Civil Action,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“SEC. 20A-5. DEFENSES TO CRIMINAL PROSECUTION AND CIVIL ACTION.

(a) It is a defense to criminal prosecution or civil action under Section 20A-4 that:

(1) the housing accommodation is owned, controlled, or managed by:

(A) a religious organization, or a nonprofit organization that exists in conjunction with or is operated, supervised, or controlled by a religious organization, and the organization sells or rents the housing accommodation only to individuals of the same religion as the organization; except that, this defense is not available if:

(i) the offense involves discrimination other than on the basis of religion;

(ii) the organization owns, controls, or manages the housing accommodation for a commercial purpose; or

(iii) membership in the religion is limited to individuals on the basis of race, color, sex, handicap, familial status, ~~or~~ national origin, or source of income.

(B) a nonprofit religious, educational, civic, or service organization or by a person who rents the housing accommodation to individuals, a predominant number of whom are associated with the same nonprofit religious, educational, civic, or service organization, and the organization or person, for the purposes of privacy and personal modesty, rents the housing accommodation only to individuals of the same sex or provides separate accommodations or facilities on the basis of sex; except that, this defense is not available if the offense involves:

(i) discrimination other than on the basis of sex; or

(ii) a sale of the housing accommodation; or

(C) a private organization and, incidental to the primary purpose of the organization, the organization rents the housing accommodation only to its own members; except that, this defense is not available if:

(i) the organization owns, controls, or manages the housing accommodation for a commercial purpose; or

(ii) the offense involves a sale of the housing accommodation;

or

(2) compliance with this chapter would violate a federal, state, or local law restricting the maximum number of occupants permitted to occupy a dwelling unit.

(b) It is a defense to criminal prosecution or civil action under all of Section 20A-4 except Section 20A-4(c)(2) and (3) that the housing accommodation is:

(1) a single-family dwelling owned by the respondent; except that, this defense is not available if the respondent:

(A) owns an interest or title in more than three single-family dwellings, whether or not located inside the city, at the time the offense is committed;

(B) has not resided in the dwelling within the preceding 24 months before the offense is committed; or

(C) uses the services or facilities of a real estate agent, or any other person in the business of selling or renting real estate, in connection with a sale or rental involved in the offense; or

(2) occupied or intended for occupancy by four or fewer families living independently of each other, and the respondent is the owner of the accommodation and occupies part of the accommodation as a residence; except that, this defense is not available if the offense involves a sale of all or part of the housing accommodation.

(c) It is a defense to criminal prosecution or civil action under Section 20A-4 as it relates to handicap that occupancy of a housing accommodation by the aggrieved person would constitute a direct threat to the health or safety of another person or result in physical damage to another person's property.

(d) It is a defense to criminal prosecution or civil action under Section 20A-4 as it relates to familial status that the housing accommodation is:

(1) provided under a state or federal program that is specifically designed and operated to assist elderly persons, as defined in the state or federal program;

(2) intended for, and solely occupied by, a person at least 62 years of age, except that:

(A) an employee of the housing accommodation who performs substantial duties directly related to the management or maintenance of the housing accommodation may occupy a dwelling unit, with family members in the same unit; and

(B) a person under age 62 years residing in the housing accommodation on September 13, 1988 may occupy a dwelling unit, provided that all new occupants following that date are persons at least 62 years of age; and

(C) all vacant units are reserved for occupancy by persons at least 62 years of age; or

(3) intended and operated for occupancy by at least one person 55 years of age or older per dwelling unit, provided that:

(A) the housing accommodation has significant facilities and services specifically designed to meet the physical and social needs of an older person or, if it is not practicable to provide such facilities and services, the housing accommodation is necessary to provide important housing opportunities for an older person;

(B) at least 80 percent of the dwelling units in the housing accommodation are occupied by at least one person 55 years of age or older per dwelling unit; except that a newly constructed housing accommodation for first occupancy after March 12, 1989 need not comply with this requirement until 25 percent of the dwelling units in the housing accommodation are occupied; and

(C) the owner or manager of the housing accommodation publishes and adheres to policies and procedures that demonstrate an intent by the owner or manager to provide housing to persons at least 55 years of age.

(e) It is a defense to criminal prosecution or civil action under Section 20A-4(d) that the person, in the purchasing of loans, considered factors that were justified by business necessity and related to the transaction's financial security or the protection against default or reduction in the value of the security, but were unrelated to race, color, religion, sex, handicap, familial status, ~~or~~ national origin, or source of income.

(f) It is a defense to criminal prosecution under Section 20A-4 that the aggrieved person has been convicted by a court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined by Section 481.002 of the Texas Health and Safety Code, as amended, or by Section 802, Title 21 of the United States Code Annotated, as amended.

(g) It is a defense to criminal prosecution under Section 20A-4(d) that the person was engaged in the business of furnishing appraisals of real property and considered factors other than race, color, religion, sex, handicap, familial status, ~~or~~ national origin, or source of income.

(h) Nothing in this chapter prohibits:

(1) conduct against a person because of the person's conviction by a court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined by Section 481.002 of the Texas Health and Safety Code, as amended, or by Section 802, Title 21 of the United States Code Annotated, as amended; or

(2) a person engaged in the business of furnishing appraisals of real property from taking into consideration factors other than race, color, religion, sex, handicap, familial status, ~~or~~ national origin, or source of income.”

SECTION 5. That Subsection (c) of Section 20A-7, “Complaint and Answer,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“(c) A complaint must be in writing, made under oath or affirmation, and contain the following information:

(1) Name and address of the respondent.

(2) Name, address, and signature of the complainant.

(3) Name and address of the aggrieved person, if different from the complainant.

(4) Date of the occurrence or termination of the discriminatory housing practice and date of the filing of the complaint.

(5) Description and address of the housing accommodation involved in the discriminatory housing practice, if appropriate.

(6) Concise statement of the facts of the discriminatory housing practice, including the basis of the discrimination (race, color, sex, religion, handicap, familial status, ~~or~~ national origin, or source of income).

SECTION 6. That Subsection (d) of Section 20A-10, “Conciliation,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“(d) A conciliation agreement executed under this section must contain:

(1) an identification of the discriminatory housing practice and corresponding respondent that gives rise to the conciliation agreement under Subsection (a) and the identification of any other discriminatory housing practice and respondent that the parties agree to make subject to the limitation on prosecution in Subsection (b);

(2) an identification of the housing accommodation subject to the conciliation agreement; and

(3) a statement that each party entering into the conciliation agreement agrees:

(A) not to violate this chapter or the conciliation agreement; and

(B) that the respondent shall file with the administrator a periodic activity report, in accordance with the following regulations, if the discriminatory housing practice giving rise to the conciliation agreement under Subsection (a) involves a respondent who engages in a business relating to selling or renting housing accommodations; a housing accommodation occupied or intended for occupancy on a rental or sale basis; or a violation of Section 20A-4(d):

(i) Unless the discriminatory housing practice involves a violation of Section 20A-4(c)(1), the activity report must state, with respect to each person of the specified class (the race, color, sex, religion, handicap, familial status, [ø] national origin, or source of income alleged as the basis of discrimination in the complaint on the discriminatory housing practice) who in person contacts a party to the conciliation agreement concerning either sale, rental, or financing of a housing accommodation or a business relating to selling or renting housing accommodations, the name and address or telephone number of the person, the date of each contact, and the result of each contact.

(ii) If the discriminatory housing practice involves a violation of Section 20A-4(c)(1), the activity report must state the number and manner of solicitations concerning housing accommodations made by the party and the approximate boundaries of each neighborhood in which the solicitations are made.

(iii) The party who prepares the activity report must sign and verify the report.

(iv) An activity report must be filed each month on the date specified in the conciliation agreement for a period of not less than three months nor more than 36 months, as required by the conciliation agreement.”

SECTION 7. That a person violating any provision of this ordinance is, upon conviction, punishable by a fine not to exceed \$500.

SECTION 8. That Chapter 20A of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 9. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 10. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Dallas City Charter, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By _____
Assistant City Attorney

Passed _____

ORDINANCE NO. _____

An ordinance amending Chapter 20A, “Fair Housing,” of the Dallas City Code by amending Sections 20A-2, 20A-3, 20A-4, 20A-5, 20A-7, and 20A-10; adding Section 20-4.1; prohibiting discrimination in housing practices on the basis of source of income; providing that a recipient of a subsidy shall not discriminate against holders of housing vouchers; providing that a multifamily housing accommodation that receives a financial award shall set aside ten percent of the dwelling units for housing voucher holders; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing an effective date.

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

SECTION 1. That Section 20A-2, “Declaration of Policy,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“SEC. 20A-2. DECLARATION OF POLICY.

It is the policy of the city of Dallas, through fair, orderly, and lawful procedures, to promote the opportunity for each person to obtain housing without regard to race, color, sex, religion, handicap, familial status, [ø] national origin, or source of income. This policy is grounded upon a recognition of the right of every person to have access to adequate housing of the person's own choice, and the denial of this right because of race, color, sex, religion, handicap, familial status, [ø] national origin, or source of income is detrimental to the health, safety, and welfare of the inhabitants of the city and constitutes an unjust deprivation of rights, which is within the power and proper responsibility of government to prevent.”

SECTION 2. That Section 20A-3, “Definitions,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“SEC. 20A-3. DEFINITIONS.

In this chapter, unless the context requires a different definition:

(1) ACCESSIBLE means that an area of a housing accommodation can be approached, entered, and used by a person with a physical handicap.

(2) ACCESSIBLE ROUTE means a continuous unobstructed path connecting accessible elements and spaces in a housing accommodation that can be negotiated by a person with a severe disability using a wheelchair and that is also safe for and usable by a person with other disabilities.

(3) ADMINISTRATOR means the administrator of the fair housing office designated by the city manager to enforce and administer this chapter and includes the administrator's designated representative.

(4) AGGRIEVED PERSON means a person claiming to be injured by a discriminatory housing practice.

(5) BUILDING ENTRANCE ON AN ACCESSIBLE ROUTE means an accessible entrance to a covered multi-family dwelling that is connected by an accessible route to public transportation stops, to accessible parking and passenger loading zones, or to the public streets or sidewalks, if available.

(6) COMPLAINANT means a person, including the administrator, who files a complaint under Section 20A-7.

(7) COVERED MULTI-FAMILY DWELLING means:

(A) a building consisting of four or more dwelling units if the building has one or more elevators; and

(B) a ground floor dwelling unit in any other building consisting of four or more dwelling units.

(8) DEFENSE means a defense to criminal prosecution in municipal court as explained in the Texas Penal Code. Defense also means, where specifically provided, an exemption from a civil action.

(9) DISCRIMINATORY HOUSING PRACTICE means conduct that is an offense under Section 20A-4 of this chapter.

(10) DWELLING UNIT means a single unit of residence for a family.

(11) FAMILIAL STATUS means the status of a person resulting from being:

(A) pregnant;

(B) domiciled with an individual younger than 18 years of age in regard to whom the person:

(i) is the parent or legal custodian; or

(ii) has the written permission of the parent or legal custodian for domicile with the individual; or

(C) in the process of obtaining legal custody of an individual younger than 18 years of age.

(12) FAMILY includes a single individual.

(13) FINANCIAL AWARD means a designated public subsidy matter, as that term is defined in Section 12A-15.2 of this code, as amended, or any other loan, grant, tax abatement, or monies awarded by the city.

(14~~[3]~~) HANDICAP:

(A) means:

(i) a physical or mental impairment that substantially limits one or more major life activities;

(ii) a record of an impairment described in Subparagraph (i) of this paragraph; or

(iii) being regarded as having an impairment described in Subparagraph (i) of this paragraph; and

(B) does not mean a current, illegal use of or addiction to a drug or illegal or federally-controlled substance.

(15~~[4]~~) HOUSING ACCOMMODATION means:

(A) any building, structure, or part of a building or structure that is occupied, or designed or intended for occupancy, as a residence for one or more families; or ~~and~~

(B) any vacant land that is offered for sale or lease for the construction or location of a building, structure, or part of a building or structure described by Paragraph (A) of this subsection.

(16~~[5]~~) PERSON means an individual, corporation, partnership, association, labor organization, legal representative, mutual company, joint-stock company, trust, unincorporated organization, trustee, receiver, or fiduciary or any employee, representative, or agent of the person.

(17~~[6]~~) RENT means lease, sublease, or otherwise grant for a consideration the right to occupy premises that are not owned by the occupant.

(18~~[7]~~) RESIDENCE does not include a hotel, motel, or similar public accommodation where occupancy is available exclusively on a temporary, day-to-day basis.

(19[8]) RESIDENTIAL REAL ESTATE-RELATED TRANSACTION means:

(A) the making or purchasing of loans or the providing of other financial assistance:

(i) for purchasing, constructing, improving, repairing, or maintaining a housing accommodation; or

(ii) secured by residential real estate; or

(B) the selling, brokering, or appraising of residential real property.

(20[19]) RESPONDENT means a person identified in a complaint or charge as having committed a discriminatory housing practice under this chapter.

(21) SOURCE OF INCOME means lawful, regular, and verifiable income from whatever source derived (including housing vouchers and other subsidies provided by government or non-governmental entities, child support, or spousal maintenance), except as prohibited by Texas Local Government Code, Section 250.007, as amended. For purposes of housing accommodations that benefit from a subsidy approved by the city council on or after the effective date of this ordinance, source of income includes housing choice vouchers and other federal, state, and local housing subsidies.

(22) SUBSIDY means a designated public subsidy matter, as that term is defined in Section 12A-15.2 of this code, as amended, or a density bonus, and that was approved by the city council.

SECTION 3. That Section 20A-4, “Discriminatory Housing Practices,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“SEC. 20A-4. DISCRIMINATORY HOUSING PRACTICES.

(a) A person commits an offense if he, because of race, color, sex, religion, handicap, familial status, ~~[ø]~~ national origin, or source of income:

(1) refuses to negotiate with a person for the sale or rental of a housing accommodation or otherwise denies or makes unavailable a housing accommodation to a person;

(2) refuses to sell or rent, or otherwise makes unavailable, a housing accommodation to another person after the other person makes an offer to buy or rent the accommodation; or

(3) discriminates against a person in the terms, conditions, or privileges of, or in providing a service or facility in connection with, the sale or rental of a housing accommodation.

(b) A person commits an offense if he, because of race, color, sex, religion, handicap, familial status, ~~or~~ national origin, or source of income:

(1) represents to a person that a housing accommodation is not available for inspection, sale, or rental if the accommodation is available;

(2) discriminates against a prospective buyer or renter in connection with the showing of a housing accommodation; or

(3) with respect to a multiple listing service, real estate brokers' organization, or other business relating to selling or renting housing accommodations:

(A) denies a person access to or membership in the business; or

(B) discriminates against a person in the terms or conditions of access to or membership in the business.

(c) A person commits an offense if he:

(1) for profit, induces or attempts to induce another person to sell or rent a housing accommodation by a representation that a person of a particular race, color, sex, religion, handicap, familial status, ~~or~~ national origin, or source of income is in proximity to, is present in, or may enter into the neighborhood in which the housing accommodation is located;

(2) makes an oral or written statement indicating a policy of the respondent or a person represented by the respondent to discriminate on the basis of race, color, sex, religion, handicap, familial status, ~~or~~ national origin, or source of income in the selling or renting of a housing accommodation; or

(3) prints or publicizes or causes to be printed or publicized an advertisement that expresses a preference or policy of discrimination based on race, color, sex, religion, handicap, familial status, ~~or~~ national origin, or source of income in the selling or renting of a housing accommodation.

(d) A person who engages in a residential real estate-related transaction commits an offense if he, because of race, color, sex, religion, handicap, familial status, ~~or~~ national origin, or source of income, discriminates against a person:

(1) in making a residential real estate-related transaction available; or

(2) in the terms or conditions of a residential real estate-related transaction.

(e) A person commits an offense if he:

(1) discriminates in the sale or rental of a housing accommodation to any buyer or renter because of a handicap of:

(A) that buyer or renter;

(B) a person residing in or intending to reside in the housing accommodation after it is sold, rented, or made available; or

(C) any person associated with that buyer or renter; or

(2) discriminates against any person in the terms, conditions, or privileges of sale or rental of a housing accommodation, or in the provision of services or facilities in connection with the housing accommodation, because of a handicap of:

(A) that person;

(B) a person residing in or intending to reside in the housing accommodation after it is sold, rented, or made available; or

(C) any person associated with that person.

(f) A person commits an offense if he:

(1) refuses to permit, at the expense of a handicapped person, reasonable modifications of existing premises occupied or to be occupied by the handicapped person, if the modifications may be necessary to afford the handicapped person full use of the premises; except that, in the case of a rental, the landlord may, where reasonable to do so, condition permission for modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;

(2) refuses to make reasonable accommodations in rules, policies, practices, or services when the accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a housing accommodation;

(3) fails to design or construct a covered multi-family dwelling, for first occupancy after March 13, 1991, to have at least one building entrance on an accessible route, unless it is impractical to do so because of the terrain or unusual characteristics of the site; or

(4) fails to design and construct a covered multi-family dwelling, for first occupancy after March 13, 1991, that has a building entrance on an accessible route in such a manner that:

(A) the public and common use areas of the dwelling are readily accessible to and usable by a handicapped person;

(B) all the doors designed to allow passage into and within all premises are sufficiently wide to allow passage by a handicapped person in a wheelchair; and

(C) all premises within a dwelling unit contain the following features of adaptive design:

- (i) an accessible route into and through the dwelling unit;
- (ii) light switches, electrical outlets, thermostats, and other environmental controls in accessible locations;
- (iii) reinforcements in the bathroom walls to allow later installation of grab bars; and
- (iv) usable kitchens and bathrooms that allow a person in a wheelchair to maneuver about the space.

(g) A person commits an offense if he coerces, intimidates, threatens, or otherwise interferes with any person in the exercise or enjoyment of, or on account of that person having exercised or enjoyed, or on account of that person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this chapter.

(h) A person commits an offense if he retaliates against any person for making a complaint, testifying, assisting, or participating in any manner in a proceeding under this chapter.”

SECTION 4. That Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended by adding Section 20A-4.1, “Housing Voucher Incentives,” to read as follows:

“SEC. 20A-4.1. HOUSING VOUCHER INCENTIVES.

In accordance with Section 250.007(c) of the Texas Local Government Code, as amended, the city hereby creates and implements the following voluntary program to encourage acceptance of housing vouchers, including vouchers directly or indirectly funded by the federal government.

(a) Subsidy. All housing accommodations that benefit from a subsidy approved by the city council on or after the effective date of this ordinance shall not discriminate against holders of any housing vouchers, including vouchers directly or indirectly funded by the federal government.

(b) Financial award. Multifamily housing accommodations that benefit from a financial award approved by the city council on or after the effective date of this ordinance shall set aside at least 10 percent of the dwelling units and solely lease those dwelling units to holders of housing vouchers, including vouchers directly or indirectly funded by the federal government, for a minimum of 15 years from the date of the initial issuance of the housing accommodation’s certificate of occupancy. Multifamily has the meaning assigned in Section 51A-4.209(b)(5) of the Dallas Development Code, as amended.”

SECTION 5. That Section 20A-5, “Defenses to Criminal Prosecution and Civil Action,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“SEC. 20A-5. DEFENSES TO CRIMINAL PROSECUTION AND CIVIL ACTION.

(a) It is a defense to criminal prosecution or civil action under Section 20A-4 that:

(1) the housing accommodation is owned, controlled, or managed by:

(A) a religious organization, or a nonprofit organization that exists in conjunction with or is operated, supervised, or controlled by a religious organization, and the organization sells or rents the housing accommodation only to individuals of the same religion as the organization; except that, this defense is not available if:

(i) the offense involves discrimination other than on the basis of religion;

(ii) the organization owns, controls, or manages the housing accommodation for a commercial purpose; or

(iii) membership in the religion is limited to individuals on the basis of race, color, sex, handicap, familial status, ~~or~~ national origin, or source of income.

(B) a nonprofit religious, educational, civic, or service organization or by a person who rents the housing accommodation to individuals, a predominant number of whom are associated with the same nonprofit religious, educational, civic, or service organization, and the organization or person, for the purposes of privacy and personal modesty, rents the housing accommodation only to individuals of the same sex or provides separate accommodations or facilities on the basis of sex; except that, this defense is not available if the offense involves:

(i) discrimination other than on the basis of sex; or

(ii) a sale of the housing accommodation; or

(C) a private organization and, incidental to the primary purpose of the organization, the organization rents the housing accommodation only to its own members; except that, this defense is not available if:

(i) the organization owns, controls, or manages the housing accommodation for a commercial purpose; or

(ii) the offense involves a sale of the housing accommodation;
or

(2) compliance with this chapter would violate a federal, state, or local law restricting the maximum number of occupants permitted to occupy a dwelling unit.

(b) It is a defense to criminal prosecution or civil action under all of Section 20A-4 except Section 20A-4(c)(2) and (3) that the housing accommodation is:

(1) a single-family dwelling owned by the respondent; except that, this defense is not available if the respondent:

(A) owns an interest or title in more than three single-family dwellings, whether or not located inside the city, at the time the offense is committed;

(B) has not resided in the dwelling within the preceding 24 months before the offense is committed; or

(C) uses the services or facilities of a real estate agent, or any other person in the business of selling or renting real estate, in connection with a sale or rental involved in the offense; or

(2) occupied or intended for occupancy by four or fewer families living independently of each other, and the respondent is the owner of the accommodation and occupies part of the accommodation as a residence; except that, this defense is not available if the offense involves a sale of all or part of the housing accommodation.

(c) It is a defense to criminal prosecution or civil action under Section 20A-4 as it relates to handicap that occupancy of a housing accommodation by the aggrieved person would constitute a direct threat to the health or safety of another person or result in physical damage to another person's property.

(d) It is a defense to criminal prosecution or civil action under Section 20A-4 as it relates to familial status that the housing accommodation is:

(1) provided under a state or federal program that is specifically designed and operated to assist elderly persons, as defined in the state or federal program;

(2) intended for, and solely occupied by, a person at least 62 years of age, except that:

(A) an employee of the housing accommodation who performs substantial duties directly related to the management or maintenance of the housing accommodation may occupy a dwelling unit, with family members in the same unit; and

(B) a person under age 62 years residing in the housing accommodation on September 13, 1988 may occupy a dwelling unit, provided that all new occupants following that date are persons at least 62 years of age; and

(C) all vacant units are reserved for occupancy by persons at least 62 years of age; or

(3) intended and operated for occupancy by at least one person 55 years of age or older per dwelling unit, provided that:

(A) the housing accommodation has significant facilities and services specifically designed to meet the physical and social needs of an older person or, if it is not practicable to provide such facilities and services, the housing accommodation is necessary to provide important housing opportunities for an older person;

(B) at least 80 percent of the dwelling units in the housing accommodation are occupied by at least one person 55 years of age or older per dwelling unit; except that a newly constructed housing accommodation for first occupancy after March 12, 1989 need not comply with this requirement until 25 percent of the dwelling units in the housing accommodation are occupied; and

(C) the owner or manager of the housing accommodation publishes and adheres to policies and procedures that demonstrate an intent by the owner or manager to provide housing to persons at least 55 years of age.

(e) It is a defense to criminal prosecution or civil action under Section 20A-4(d) that the person, in the purchasing of loans, considered factors that were justified by business necessity and related to the transaction's financial security or the protection against default or reduction in the value of the security, but were unrelated to race, color, religion, sex, handicap, familial status, ~~or~~ national origin, or source of income.

(f) It is a defense to criminal prosecution under Section 20A-4 that the aggrieved person has been convicted by a court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined by Section 481.002 of the Texas Health and Safety Code, as amended, or by Section 802, Title 21 of the United States Code Annotated, as amended.

(g) It is a defense to criminal prosecution under Section 20A-4(d) that the person was engaged in the business of furnishing appraisals of real property and considered factors other than race, color, religion, sex, handicap, familial status, ~~or~~ national origin, or source of income.

(h) It is a defense to criminal prosecution or civil action under Section 20A-4 regarding source of income that at least 10 percent of the dwelling units in a multifamily use, as defined in Section 51A-4.209(b)(5) of the Dallas Development Code, as amended, are leased to housing voucher holders.

(i) Nothing in this chapter prohibits:

(1) conduct against a person because of the person's conviction by a court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined by Section 481.002 of the Texas Health and Safety Code, as amended, or by Section 802, Title 21 of the United States Code Annotated, as amended; or

(2) a person engaged in the business of furnishing appraisals of real property from taking into consideration factors other than race, color, religion, sex, handicap, familial status, ~~or~~ national origin, or source of income.”

SECTION 6. That Subsection (c) of Section 20A-7, “Complaint and Answer,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“(c) A complaint must be in writing, made under oath or affirmation, and contain the following information:

- (1) Name and address of the respondent.
- (2) Name, address, and signature of the complainant.
- (3) Name and address of the aggrieved person, if different from the complainant.
- (4) Date of the occurrence or termination of the discriminatory housing practice and date of the filing of the complaint.
- (5) Description and address of the housing accommodation involved in the discriminatory housing practice, if appropriate.
- (6) Concise statement of the facts of the discriminatory housing practice, including the basis of the discrimination (race, color, sex, religion, handicap, familial status, ~~or~~ national origin, or source of income).

SECTION 7. That Subsection (d) of Section 20A-10, “Conciliation,” of Chapter 20A, “Fair Housing,” of the Dallas City Code, as amended, is amended to read as follows:

“(d) A conciliation agreement executed under this section must contain:

- (1) an identification of the discriminatory housing practice and corresponding respondent that gives rise to the conciliation agreement under Subsection (a) and the identification of any other discriminatory housing practice and respondent that the parties agree to make subject to the limitation on prosecution in Subsection (b);

(2) an identification of the housing accommodation subject to the conciliation agreement; and

(3) a statement that each party entering into the conciliation agreement agrees:

(A) not to violate this chapter or the conciliation agreement; and

(B) that the respondent shall file with the administrator a periodic activity report, in accordance with the following regulations, if the discriminatory housing practice giving rise to the conciliation agreement under Subsection (a) involves a respondent who engages in a business relating to selling or renting housing accommodations; a housing accommodation occupied or intended for occupancy on a rental or sale basis; or a violation of Section 20A-4(d):

(i) Unless the discriminatory housing practice involves a violation of Section 20A-4(c)(1), the activity report must state, with respect to each person of the specified class (the race, color, sex, religion, handicap, familial status, [Ø] national origin, or source of income alleged as the basis of discrimination in the complaint on the discriminatory housing practice) who in person contacts a party to the conciliation agreement concerning either sale, rental, or financing of a housing accommodation or a business relating to selling or renting housing accommodations, the name and address or telephone number of the person, the date of each contact, and the result of each contact.

(ii) If the discriminatory housing practice involves a violation of Section 20A-4(c)(1), the activity report must state the number and manner of solicitations concerning housing accommodations made by the party and the approximate boundaries of each neighborhood in which the solicitations are made.

(iii) The party who prepares the activity report must sign and verify the report.

(iv) An activity report must be filed each month on the date specified in the conciliation agreement for a period of not less than three months nor more than 36 months, as required by the conciliation agreement.”

SECTION 8. That a person violating any provision of this ordinance is, upon conviction, punishable by a fine not to exceed \$500.

SECTION 9. That Chapter 20A of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 10. That any act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced in any action before the amendment or repeal of any ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of any ordinance, or part

thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if the amended or repealed ordinance, or part thereof, had remained in force.

SECTION 11. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 12. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Dallas City Charter, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By _____
Assistant City Attorney

Passed _____