

**DECEMBER 14, 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 December 14, 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

12-9-16

Date



M. Elizabeth Reich
Chief Financial Officer

12-9-16

Date

RECEIVED

2016 DEC -9 PM 5: 20

CITY SECRETARY
DALLAS, TEXAS

ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, DECEMBER 14, 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 - 47

CONSENT ADDENDUM

Items 1 - 22

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 48 - 58
Addendum Items 23 - 24

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 59 - 75
Addendum Item 25

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
DECEMBER 14, 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 the Dallas Police & Fire Pension System.
- Complaint of Crown Castle NG Central LLC against the City of Dallas, Docket No. 45470 before the Public Utility Commission of Texas.
- City of Dallas v. Raleigh Investment Group, L.P., et al., Cause No. CC-13-06290-A.
- Petrina L. Thompson v. Dallas City Attorney's Office, Cause No. DC-16-15685.

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

- Discuss the appointment and terms of employment of the City Manager.

CONSENT ADDENDUM

Aviation

1. Authorize an increase in the janitorial services contract with Member's Building Maintenance, LLC for janitorial and floor maintenance services at Dallas Love Field and satellite facilities - Not to exceed \$1,950,994, from \$8,482,583 to \$10,433,577 - Financing: Aviation Current Funds (subject to annual appropriations)

Business Development & Procurement Services

2. Authorize **(1)** Supplemental Agreement No. 2 to increase and extend the service contract with Member's Building Maintenance, LLC for janitorial services for various Equipment and Building Services, Library, and Police facilities to allow for a transition from the current contractor to the new contractor through March 31, 2017 - Not to exceed \$400,000, from \$3,946,539 to \$4,346,539; and **(2)** a five-year service contract for janitorial services for various Equipment and Building Services, Library, and Police facilities - American Facility Services, Inc. in the amount of \$5,744,884, most advantageous proposer of eight - Total not to exceed \$6,144,884 - Financing: Current Funds (subject to annual appropriations)

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 14, 2016**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

City Attorney's Office

3. Authorize acquisition from DCSJ Edwards, LLC, of approximately 27.51 acres of land located in Dallas County for the Southwest 120/96-inch Water Transmission Pipeline Project - Not to exceed \$3,819,860 (\$3,800,000, plus closing costs and title expenses not to exceed \$19,860) - Financing: Water Utilities Capital Improvement Funds
4. Authorize Supplemental Agreement No. 1 to the professional services contract with Herrera & Boyle, PLLC for additional legal services in the proceeding styled Complaint of Crown Castle NG Central LLC against the City of Dallas, Docket No. 45470 before the Public Utility Commission of Texas - Not to exceed \$75,000, from \$50,000 to \$125,000 - Financing: Current Funds

Economic Development

5. Authorize the adoption of new Public/Private Partnership Program Guidelines and Criteria for the period of January 1, 2017 through December 31, 2018, unless new Guidelines to the Public/Private Partnership Program are adopted before such date pursuant to the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A., Tax Code Chapter 312) and other incentives intended to promote private investment, tax base growth and job creation - Financing: No cost consideration to the City

Equipment & Building Services

6. Authorize **(1)** a construction services contract with Phoenix 1 Restoration and Construction, Ltd. best value proposer of five, for the Dallas City News Studio located at 1620 First Avenue in Fair Park; and **(2)** an increase in appropriations in the amount of \$5,146,800, from \$5,627,352 to \$10,774,152 in the Public Educational and Governmental Access Fund - Total not to exceed \$5,146,800 - Financing: Public Educational and Governmental Access Funds
7. Authorize an increase to the construction services contract with Phoenix 1 Restoration and Construction, Ltd. for additional work including the exterior renovation and the interior demolition required for UNT Law School to begin their interior construction scheduled for January 2017 for the Old Municipal Building located at 106 South Harwood Street - Not to exceed \$523,744, from \$13,166,270 to \$13,690,014 - Financing: 1998 Bond Funds (\$105,000) and Public/Private Partnership Funds (\$418,744)

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 14, 2016**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Fair Housing

8. Authorize **(1)** the City of Dallas to serve as lead agency with responsibility to coordinate regional efforts with the U.S. Department of Housing and Urban Development (HUD) and all necessary entities to successfully complete a Regional Assessment of Fair Housing (RAFH); **(2)** a Memorandum of Understanding (MOU) between the City of Dallas and other HUD entitlement jurisdictions participating in the regional effort; **(3)** an Interlocal Agreement with the University of Texas at Arlington (UTA) to provide consulting work associated with development of the RAFH at a cost not to exceed \$734,430 for the base scope of work for the period December 15, 2016 through January 15, 2018; **(4)** an increase in appropriations in the amount of \$490,227, from \$10,235,231 to \$10,725,458 in Management Services budget; and **(5)** the receipt and deposit of revenue in the amount of \$490,227 from participating jurisdictions who have agreed to enter into the Memorandum of Understanding and pay their pro-rata share of the cost of the RAFH (list attached) - Not to exceed \$734,430 - Financing: Current Funds (\$690,227) (partially offset by revenue from participating jurisdictions in the amount of \$490,227) and FY 2016-17 Community Development Block Grant Funds (\$44,203)

Housing/Community Services

9. Authorize an amendment to Resolution No. 08-3056, previously approved on November 10, 2008, for the Loan Agreement between Carpenter's Point, L.P., a Texas limited partnership, and the City of Dallas to: **(1)** allow for refinancing of the developer's first lien loan from \$2.1M to \$3.3M for the Carpenter's Point Senior Apartments project, located at 4645 Dolphin Road, and to maintain the City's subordinated position; **(2)** accept partial payment of \$247,361 in principle and interest toward the City's current loan balance of \$995,479 for the seven and a half year period that has lapsed; and **(3)** amend the terms of the loan to **(a)** a new loan balance of \$745,041; **(b)** include an annual accrued interest payment of \$7,450 paid from available cash flow, due each January 15th, beginning January 15, 2018 through the term of the loan, January 15, 2040; and **(c)** at the time of closing, increase the replacement reserves by \$110,000 from \$140,000 to \$250,000 to be maintained through the life of the loan – Financing: No cost consideration to the City
10. Authorize an amendment to Resolution No. 10-0498, previously approved on February 10, 2010, for multifamily projects seeking City of Dallas support for Housing Tax Credit financing to include the Housing Placement Policy and to ensure the projects affirmatively further fair housing - Financing: No cost consideration to the City

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 14, 2016**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Housing/Community Services (Continued)

11. Authorize an amendment to the Loan Agreement between LifeNet Community Behavioral Healthcare, or its wholly owned subsidiary, and the City of Dallas to **(1)** consent to the sale of the property located at 4515 Live Oak Street to RP Wales Hotel Partnership; **(2)** allow RP Wales Hotel Partnership to assume the City's loan with LifeNet Community Behavioral Healthcare; **(3)** amend the Loan Agreement to require certain repairs to the property and amend reserve contributions by the purchaser; and **(4)** authorize subordination of the City's lien, as amended and assumed, to the new senior lender, Happy State Bank or other lender approved by the City - Financing: No cost consideration to the City

Human Resources

12. Authorize **(1)** approval of the proposed plan design changes effective January 1, 2017; **(2)** approval of the proposed health coverage contribution and premium rates; **(3)** a Master Plan Document that includes all of the separate health benefit plans for City employees and their families including the cafeteria plan, health plans, dental and vision plans; and **(4)** a Master Plan Document that includes all of the separate health benefit plans for retirees and their families including the self-insured health plans, insured Medicare Supplement Plans, Medicare Advantage Plans, Prescription Drug Plans, dental and vision - Total cost based on the number of employee/retiree participants in the plan - Financing: Employee Benefits Current Funds (subject to appropriations)
13. Authorize Supplemental Agreement No. 2 to exercise the first of two one-year renewal options to the service contract with Concentra Health Services, Inc., on behalf of and as agent for Occupational Health Centers of the Southwest, P.A., to continue to operate and manage an on-site medical clinic at City Hall and provide access to Concentra clinics within the Dallas Metroplex for the period January 1, 2017 through December 31, 2017 - Not to exceed \$576,022, from \$4,788,052 to \$5,364,074 - Financing: Employee Benefits Current Funds (subject to annual appropriations)
14. Authorize the City Manager to establish a bank account with an imprest balance of \$2,300,000 for a term of three years, with two one-year renewal options, with JP Morgan Chase Bank, N.A. for financial services needed by Cigna Health and Life Insurance Company for the administration of medical claims - Financing: Employee Benefits Current Funds (subject to annual appropriations)

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 14, 2016**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Mobility and Street Services

15. Authorize a construction contract with Tiseo Paving Company, lowest responsible bidder of four, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Cedardale Road from Lancaster city limit to Bonnie View Road - Not to exceed \$7,698,848 - Financing: General Obligation Commercial Paper Funds (\$3,282,511), 2006 Bond Funds (\$2,967,427), Water Utilities Capital Improvement Funds (\$1,011,582) and Water Utilities Capital Construction Funds (\$437,328)

Office of Cultural Affairs

16. Authorize the continued provision of cultural services to the City by Fair Park-based organizations pending the results of a procurement process for management of Fair Park for Fiscal Year 2016-17 **(1)** an increase in the contract with the Dallas Historical Society for continued cultural programming in an amount not to exceed \$50,586, from \$16,886 to \$67,472, and to extend the term of the contract through September 30, 2017; **(2)** an increase in the contract with DSM Management Group, Inc for continued cultural programming in an amount not to exceed \$217,500, from \$72,500 to \$290,000, and to extend the term of the contract through September 30, 2017; **(3)** an increase in the contract with the Perot Museum of Nature & Science for continued cultural programming in an amount not to exceed \$14,852, from \$770,926 to \$785,778, and to extend the term of the contract through September 30, 2017; and **(4)** an increase in the contract with the Museum of African American Life and Culture for continued cultural programming in an amount not to exceed \$58,050, from \$19,350 to \$77,400, and to extend the term of the contract through September 30, 2017 - Total not to exceed \$340,988, from \$879,662 to \$1,220,650 - Financing: Current Funds

Police

17. Authorize **(1)** the application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant in the amount of \$38,655 from the Texas Department of Transportation for a statewide Driving While Intoxicated enforcement campaign to operate during various holiday periods, for the period December 9, 2016 through September 30, 2017; **(2)** a required City match in the amount of \$11,017 for pension and additional city contribution of \$561 for FICA; and **(3)** execution of the grant agreement - Total not to exceed \$50,233 - Financing: Current Funds (\$11,578) and Texas Department of Transportation Grant Funds (\$38,655)

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 14, 2016**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Sustainable Development and Construction

18. Authorize **(1)** acquisition from Golden Venture, LTD., of approximately 21,874 square feet of vacant land located near the intersection of Northaven Road and US Highway 75 for the Northaven Trail Project; **(2)** the receipt and deposit of funds from Dallas County in the amount of \$1,320,000; and **(3)** an increase in appropriations in the amount of \$1,320,000 in the Capital Projects Reimbursement Fund - Not to exceed \$1,320,000 (\$1,310,000, plus closing costs and title expenses not to exceed \$10,000) - Financing: Capital Projects Reimbursement Funds
19. A resolution authorizing the conveyance of two temporary working space easements containing a total of approximately 23,076 square feet of land to the City of Rowlett for the construction and maintenance of wastewater facilities across City-owned land at Lake Ray Hubbard located near the intersection of Lakeview Parkway and Edgewater Drive - Financing: No cost consideration to the City
20. A resolution authorizing the conveyance of two wastewater easements containing a total of approximately 33,399 square feet of land to the City of Rowlett for the construction, maintenance and use of wastewater drainage facilities across City-owned land at Lake Ray Hubbard located near the intersection of Lakeview Parkway and Edgewater Drive - Financing: No cost consideration to the City
21. A resolution authorizing the conveyance of a wastewater easement containing approximately 149,176 square feet of land to the City of Rowlett for the construction and maintenance of wastewater facilities across City-owned land at Lake Ray Hubbard located near the intersection of La Costa Drive and Fuqua Road - Financing: No cost consideration to the City
22. An ordinance abandoning a portion of an alley to Travis Cole Apartments 2012, LP, the abutting owner, containing approximately 2,617 square feet of land, located near the intersection of Hester and Cole Avenues, and authorizing the quitclaim - Revenue: \$251,232, plus the \$20 ordinance publication fee

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 14, 2016**

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION

Human Resources

23. Ratify the Meet and Confer Agreement between the City of Dallas and the Dallas Black Fire Fighters Association, Black Police Association of Greater Dallas, National Latino Law Enforcement Organization (formerly the National Latino Peace Officers Association Greater Dallas Chapter), Dallas Fraternal Order of Police Lodge 588, Dallas Police Association, Dallas Hispanic Fire Fighters Association, and the Dallas Fire Fighter Association; and authorize the City Manager to enter into said Meet and Confer Agreement, effective October 1, 2016 through September 30, 2019 - Not to exceed \$89,357,723 - Financing: Current Funds (subject to annual appropriations)

Mayor and City Council

24. Consideration of appointment of T.C. Broadnax to the position of city manager, adoption of a resolution appointing T.C. Broadnax as city manager, approval of the terms of the Agreement of Employment reviewed by city council, and authorize the current city manager to execute an Agreement of Employment for the new city manager.

PUBLIC HEARINGS AND RELATED ACTIONS

Sustainable Development and Construction

ZONING CASES - INDIVIDUAL

25. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for an R-7.5(A) Single Family District and multifamily uses on property zoned an R-7.5(A) Single Family District with Historic Overlay No. 63 (David Crockett Elementary School) on the southwest side of North Carroll Avenue, southeast of Worth Street
Recommendation of Staff: Approval, subject to a revised development plan and staff's recommended conditions
Recommendation of CPC: Approval, subject to a revised development plan and conditions
Z156-267(SM)

CORRECTIONS:

VOTING AGENDA

1. Approval of Minutes of the November 15, 2016 City Council Meeting, November 22, 2016 and November 28, 2016 Special Called Meetings

**ADDENDUM
CITY COUNCIL MEETING
DECEMBER 14, 2016**

CORRECTIONS: (Continued)

Economic Development

Note: Item Nos. 51 and 52 must be considered collectively.

Trammell Crow Cedardale Distribution Center

51. * Authorize a real property tax abatement with Cedardale Phase I, LLC for the purpose of granting a ten-year abatement of 90 percent of the taxes on added value to the real property for phase one of the Trammell Crow Cedardale Distribution Center, the first phase (consisting of approximately 50.55 acres) of a proposed two phase speculative commercial/industrial distribution development located on approximately 106 acres in the aggregate in the 3300-3900 blocks of Cedardale Road in southern Dallas within the International Inland Port of Dallas in accordance with the City's Public/Private Partnership Program - ~~Financing: No cost consideration to the City~~ Revenue: First year revenue estimated at \$8,593; ten-year revenue estimated at \$85,932; (Estimated revenue foregone for a ten-year new business personal property abatement estimated at \$773,388)
52. * Authorize a real property tax abatement with Cedardale Phase II, LLC for the purpose of granting a ten-year abatement of 90 percent of the taxes on added value to the real property for phase two of the Trammell Crow Cedardale Distribution Center, the second phase (consisting of approximately 56 acres) of a proposed two phase speculative commercial/industrial/warehouse distribution development located on approximately 106 acres in the aggregate in the 3300-3900 blocks of Cedardale Road in southern Dallas within the International Inland Port of Dallas in accordance with the City's Public/Private Partnership Program - ~~Financing: No cost consideration to the City~~ Revenue: First year revenue estimated at \$12,889; ten-year revenue estimated at \$128,898; (Estimated revenue foregone for a ten-year new business personal property abatement estimated at \$1,160,082)
56. ~~Authorize an amendment to Resolution No. 16-0102, previously approved on January 13, 2016, to increase the Chapter 380 economic development grant agreement dated April 27, 2016 between the City of Dallas and City Wide Community Development Corporation from \$350,000 to \$1,175,000 to partially absorb an increase of \$496,000 for construction of a commercial office/retail building (1) Supplemental Agreement No. 1, to the Conditional Grant Agreement with City Wide Community Development Corporation, executed April 27, 2016, to secure development of a commercial office/retail building in the Lancaster Corridor; the proposed Supplemental Agreement will increase the City's grant amount by \$350,000, from \$825,000 to \$1,175,000 and as consideration, the City will receive 50% of all net cash proceeds, up to a maximum amount of \$350,000, in the event of a sale or refinance of the project; the City's interest is secured by a second mortgage on the property, located at 3111 - 3115 South Lancaster Road in Dallas, Texas, which will be subordinate to Legacy Texas first lien; and (2) extension of the project completion date by 6 months, from March 31, 2017 to September 30, 2017 - Not to exceed \$350,000 - Financing: 2012 Bond Funds~~

Regional Assessment of Fair Housing Study
Addendum Item #8

<u>Organization</u>	<u>Revenue Amount</u>
City of Plano	\$ 6,961.00
City of Garland	\$ 10,844.00
City of McKinney	\$ 4,231.00
City of Denton	\$ 5,278.00
City of Frisco	\$ 2,793.00
City of Irving	\$ 11,769.00
Dallas Housing Authority	\$ 150,000.00
Dallas County Housing Authority	\$ 80,750.00
Fort Worth Housing Authority	\$ 92,993.00
Plano Housing Authority	\$ 18,213.00
Garland Housing Authority	\$ 32,171.00
McKinney Housing Authority	\$ 5,074.00
Denton Housing Authority	\$ 31,583.00
Frisco Housing Authority	\$ 1,008.00
Greenville Housing Authority	\$ 16,017.00
Waxahachie Housing Authority	\$ 4,830.00
Cleburne Housing Authority	\$ 5,716.00
Ferris Housing Authority	\$ 1,419.00
Grandview Housing Authority	\$ 1,737.00
Ennis Housing Authority	\$ 4,997.00
Royce City Housing Authority	<u>\$ 1,843.00</u>
Total	\$ 490,227.00

ADDENDUM DATE December 14, 2016

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			2, 3	C	AVI	\$1,950,994.32	100.00%	100.00%	Authorize an increase in the janitorial services contract with Member's Building Maintenance, LLC for janitorial and floor maintenance services at Dallas Love Field and satellite facilities - Not to exceed \$1,950,994, from \$8,482,583 to \$10,433,577 - Financing: Aviation Current Funds (subject to annual appropriations)
2			All	C	PBD, EBS	\$6,144,883.96	75.00%	75.00%	Authorize (1) Supplemental Agreement No. 2 to increase and extend the service contract with Member's Building Maintenance, LLC for janitorial services for various Equipment and Building Services, Library, and Police facilities to allow for a transition from the current contractor to the new contractor through March 31, 2017 - Not to exceed \$400,000, from \$3,946,539 to \$4,346,539; and (2) a five-year service contract for janitorial services for various Equipment and Building Services, Library, and Police facilities - American Facility Services, Inc. in the amount of \$5,744,884, most advantageous proposer of eight - Total not to exceed \$6,144,884 - Financing: Current Funds (subject to annual appropriations)
3			N/A	C	ATT, WTR	\$3,819,860.00	NA	NA	Authorize acquisition from DCSJ Edwards, LLC, of approximately 27.51 acres of land located in Dallas County for the Southwest 120/96-inch Water Transmission Pipeline Project - Not to exceed \$3,819,860 (\$3,800,000, plus closing costs and title expenses not to exceed \$19,860) - Financing: Water Utilities Capital Improvement Funds
4			N/A	C	ATT	\$75,000.00	NA	NA	Authorize Supplemental Agreement No. 1 to the professional services contract with Herrera & Boyle, PLLC for additional legal services in the proceeding styled Complaint of Crown Castle NG Central LLC against the City of Dallas, Docket No. 45470 before the Public Utility Commission of Texas - Not to exceed \$75,000, from \$50,000 to \$125,000 - Financing: Current Funds
5			All	C	ECO	NC	NA	NA	Authorize the adoption of new Public/Private Partnership Program Guidelines and Criteria for the period of January 1, 2017 through December 31, 2018, unless new Guidelines to the Public/Private Partnership Program are adopted before such date pursuant to the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A., Tax Code Chapter 312) and other incentives intended to promote private investment, tax base growth and job creation - Financing: No cost consideration to the City
6			7	C	EBS, OPI	\$5,146,800.00	87.18%	27.14%	Authorize (1) a construction services contract with Phoenix 1 Restoration and Construction, Ltd. best value proposer of five, for the Dallas City News Studio located at 1620 First Avenue in Fair Park; and (2) an increase in appropriations in the amount of \$5,146,800, from \$5,627,352 to \$10,774,152 in the Public Educational and Governmental Access Fund - Total not to exceed \$5,146,800 - Financing: Public Educational and Governmental Access Funds
7			14	C	EBS, ECO	\$523,743.87	40.62%	25.02%	Authorize an increase to the construction services contract with Phoenix 1 Restoration and Construction, Ltd. for additional work including the exterior renovation and the interior demolition required for UNT Law School to begin their interior construction scheduled for January 2017 for the Old Municipal Building located at 106 South Harwood Street - Not to exceed \$523,744, from \$13,166,270 to \$13,690,014 - Financing: 1998 Bond Funds (\$105,000) and Public/Private Partnership Funds (\$418,744)
8			All	C	OHC	\$690,227.00	NA	NA	Authorize (1) the City of Dallas to serve as lead agency with responsibility to coordinate regional efforts with the U.S. Department of Housing and Urban Development (HUD) and all necessary entities to successfully complete a Regional Assessment of Fair Housing (RAFH); (2) a Memorandum of Understanding (MOU) between the City of Dallas and other HUD entitlement jurisdictions participating in the regional effort; (3) an Interlocal Agreement with the University of Texas at Arlington (UTA) to provide consulting work associated with development of the RAFH at a cost not to exceed \$734,430 for the base scope of work for the period December 15, 2016 through January 15, 2018; (4) an increase in appropriations in the amount of \$490,227, from \$10,235,231 to \$10,725,458 in Management Services budget; and (5) the receipt and deposit of revenue in the amount of \$490,227 from participating jurisdictions who have agreed to enter into the Memorandum of Understanding and pay their pro-rata share of the cost of the RAFH - Not to exceed \$734,430 - Financing: Current Funds (\$690,227) (partially offset by revenue from participating jurisdictions in the amount of \$490,227) and FY 2016-17 Community Development Block Grant Funds (\$44,203)

ADDENDUM DATE December 14, 2016

ITEM		IND		DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
#	OK	DEF								
9				7	C	HOU	NC	NA	NA	Authorize an amendment to Resolution No. 08-3056, previously approved on November 10, 2008, for the Loan Agreement between Carpenter's Point, L.P., a Texas limited partnership, and the City of Dallas to: (1) allow for refinancing of the developer's first lien loan from \$2.1M to \$3.3M for the Carpenter's Point Senior Apartments project, located at 4645 Dolphin Road, and to maintain the City's subordinated position; (2) accept partial payment of \$247,361 in principle and interest toward the City's current loan balance of \$995,479 for the seven and a half year period that has lapsed; and (3) amend the terms of the loan to (a) a new loan balance of \$745,041; (b) include an annual accrued interest payment of \$7,450 paid from available cash flow, due each January 15th, beginning January 15, 2018 through the term of the loan, January 15, 2040; and (c) at the time of closing, increase the replacement reserves by \$110,000 from \$140,000 to \$250,000 to be maintained through the life of the loan - Financing: No cost consideration to the City
10				All	C	HOU	NC	NA	NA	Authorize an amendment to Resolution No. 10-0498, previously approved on February 10, 2010, for multifamily projects seeking City of Dallas support for Housing Tax Credit financing to include the Housing Placement Policy and to ensure the projects affirmatively further fair housing - Financing: No cost consideration to the City
11				2	C	HOU	NC	NA	NA	Authorize an amendment to the Loan Agreement between LifeNet Community Behavioral Healthcare, or its wholly owned subsidiary, and the City of Dallas to (1) consent to the sale of the property located at 4515 Live Oak Street to RP Wales Hotel Partnership; (2) allow RP Wales Hotel Partnership to assume the City's loan with LifeNet Community Behavioral Healthcare; (3) amend the Loan Agreement to require certain repairs to the property and amend reserve contributions by the purchaser; and (4) authorize subordination of the City's lien, as amended and assumed, to the new senior lender, Happy State Bank or other lender approved by the City - Financing: No cost consideration to the City
12				N/A	C	HRD	\$1.00	NA	NA	Authorize (1) approval of the proposed plan design changes effective January 1, 2017; (2) approval of the proposed health coverage contribution and premium rates; (3) a Master Plan Document that includes all of the separate health benefit plans for City employees and their families including the cafeteria plan, health plans, dental and vision plans; and (4) a Master Plan Document that includes all of the separate health benefit plans for retirees and their families including the self-insured health plans, insured Medicare Supplement Plans, Medicare Advantage Plans, Prescription Drug Plans, dental and vision - Total cost based on the number of employee/retiree participants in the plan - Financing: Employee Benefits Current Funds (subject to appropriations)
13				N/A	C	HRD, PBD	\$576,021.86	NA	NA	Authorize Supplemental Agreement No. 2 to exercise the first of two one-year renewal options to the service contract with Concentra Health Services, Inc., on behalf of and as agent for Occupational Health Centers of the Southwest, P.A., to continue to operate and manage an on-site medical clinic at City Hall and provide access to Concentra clinics within the Dallas Metroplex for the period January 1, 2017 through December 31, 2017 - Not to exceed \$576,022, from \$4,788,052 to \$5,364,074 - Financing: Employee Benefits Current Funds (subject to annual appropriations)
14				N/A	C	HRD	\$2,300,000.00	NA	NA	Authorize the City Manager to establish a bank account with an imprest balance of \$2,300,000 for a term of three years, with two one-year renewal options, with JP Morgan Chase Bank, N.A. for financial services needed by Cigna Health and Life Insurance Company for the administration of medical claims - Financing: Employee Benefits Current Funds (subject to annual appropriations)
15				8	C	STS, WTR, ECO	\$7,698,847.50	97.54%	47.59%	Authorize a construction contract with Tiseo Paving Company, lowest responsible bidder of four, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Cedardale Road from Lancaster city limit to Bonnie View Road - Not to exceed \$7,698,848 - Financing: General Obligation Commercial Paper Funds (\$3,282,511), 2006 Bond Funds (\$2,967,427), Water Utilities Capital Improvement Funds (\$1,011,582) and Water Utilities Capital Construction Funds (\$437,328)

ADDENDUM DATE December 14, 2016

ITEM	IND	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
#	OK								
16			7	C	OCA, PKR	\$340,988.00	NA	NA	Authorize the continued provision of cultural services to the City by Fair Park-based organizations pending the results of a procurement process for management of Fair Park for Fiscal Year 2016-17 (1) an increase in the contract with the Dallas Historical Society for continued cultural programming in an amount not to exceed \$50,586, from \$16,886 to \$67,472, and to extend the term of the contract through September 30, 2017; (2) an increase in the contract with DSM Management Group, Inc for continued cultural programming in an amount not to exceed \$217,500, from \$72,500 to \$290,000, and to extend the term of the contract through September 30, 2017; (3) an increase in the contract with the Perot Museum of Nature & Science for continued cultural programming in an amount not to exceed \$14,852, from \$770,926 to \$785,778, and to extend the term of the contract through September 30, 2017; and (4) an increase in the contract with the Museum of African American Life and Culture for continued cultural programming in an amount not to exceed \$58,050, from \$19,350 to \$77,400, and to extend the term of the contract through September 30, 2017 - Total not to exceed \$340,988, from \$879,662 to \$1,220,650 - Financing: Current Funds
17			All	C	POL	\$11,577.17	NA	NA	Authorize (1) the application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant in the amount of \$38,655 from the Texas Department of Transportation for a statewide Driving While Intoxicated enforcement campaign to operate during various holiday periods, for the period December 9, 2016 through September 30, 2017; (2) a required City match in the amount of \$11,017 for pension and additional city contribution of \$561 for FICA; and (3) execution of the grant agreement - Total not to exceed \$50,233 - Financing: Current Funds (\$11,578) and Texas Department of Transportation Grant Funds (\$38,655)
18			11	C	DEV, PKR	GT	NA	NA	Authorize (1) acquisition from Golden Venture, LTD., of approximately 21,874 square feet of vacant land located near the intersection of Northaven Road and US Highway 75 for the Northaven Trail Project; (2) the receipt and deposit of funds from Dallas County in the amount of \$1,320,000; and (3) an increase in appropriations in the amount of \$1,320,000 in the Capital Projects Reimbursement Fund - Not to exceed \$1,320,000 (\$1,310,000, plus closing costs and title expenses not to exceed \$10,000) - Financing: Capital Projects Reimbursement Funds
19			9	C	DEV, WTR	NC	NA	NA	A resolution authorizing the conveyance of two temporary working space easements containing a total of approximately 23,076 square feet of land to the City of Rowlett for the construction and maintenance of wastewater facilities across City-owned land at Lake Ray Hubbard located near the intersection of Lakeview Parkway and Edgewater Drive - Financing: No cost consideration to the City
20			9	C	DEV, WTR	NC	NA	NA	A resolution authorizing the conveyance of two wastewater easements containing a total of approximately 33,399 square feet of land to the City of Rowlett for the construction, maintenance and use of wastewater drainage facilities across City-owned land at Lake Ray Hubbard located near the intersection of Lakeview Parkway and Edgewater Drive - Financing: No cost consideration to the City
21			9	C	DEV, WTR	NC	NA	NA	A resolution authorizing the conveyance of a wastewater easement containing approximately 149,176 square feet of land to the City of Rowlett for the construction and maintenance of wastewater facilities across City-owned land at Lake Ray Hubbard located near the intersection of La Costa Drive and Fuqua Road - Financing: No cost consideration to the City
22			14	C	DEV	REV \$251,232	NA	NA	An ordinance abandoning a portion of an alley to Travis Cole Apartments 2012, LP, the abutting owner, containing approximately 2,617 square feet of land, located near the intersection of Hester and Cole Avenues, and authorizing the quitclaim - Revenue: \$251,232, plus the \$20 ordinance publication fee

ADDENDUM DATE December 14, 2016

ITEM		IND							DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
23			N/A	I	HRD, FIR, POL	\$89,357,723.00	NA	NA	Ratify the Meet and Confer Agreement between the City of Dallas and the Dallas Black Fire Fighters Association, Black Police Association of Greater Dallas, National Latino Law Enforcement Organization (formerly the National Latino Peace Officers Association Greater Dallas Chapter), Dallas Fraternal Order of Police Lodge 588, Dallas Police Association, Dallas Hispanic Fire Fighters Association, and the Dallas Fire Fighter Association; and authorize the City Manager to enter into said Meet and Confer Agreement, effective October 1, 2016 through September 30, 2019 - Not to exceed \$89,357,723 - Financing: Current Funds (subject to annual appropriations)
24			All	I	MCC	NC	NA	NA	Consideration of appointment of T.C. Broadnax to the position of city manager, adoption of a resolution appointing T.C. Broadnax as city manager, approval of the terms of the Agreement of Employment reviewed by city council, and authorize the current city manager to execute an Agreement of Employment for the new city manager.
25			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for an R-7.5(A) Single Family District and multifamily uses on property zoned an R-7.5(A) Single Family District with Historic Overlay No. 63 (David Crockett Elementary School) on the southwest side of North Carroll Avenue, southeast of Worth Street

TOTAL \$118,636,667.68

KEY FOCUS AREA: Clean, Healthy Environment
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): 2, 3
DEPARTMENT: Aviation
CMO: Ryan S. Evans, 671-9837
MAPSCO: 34E 63L

SUBJECT

Authorize an increase in the janitorial services contract with Member's Building Maintenance, LLC for janitorial and floor maintenance services at Dallas Love Field and satellite facilities - Not to exceed \$1,950,994, from \$8,482,583 to \$10,433,577 - Financing: Aviation Current Funds (subject to annual appropriations)

BACKGROUND

This item is submitted as an addendum item to prevent a decrease in service level due to an increase in passenger traffic and facility use.

This funding increase will allow for additional staffing to meet needs for janitorial and floor maintenance services due to the increase in passenger traffic at Dallas Love Field. The airport is occupied by city staff and other airport employees with approximately 38,000 passengers entering the facility daily, fourteen (14) million annually.

Constant janitorial and daily floor maintenance services are required to maintain the approximately 1.5 million square feet of Dallas Love Field and satellite facilities aesthetics and sanitary conditions.

Aviation Department satellite facilities maintained under this contract are Taxi Holding Facility, Dallas Police Department - Love Field Unit and Central Receiving/Sallyport.

PRIOR ACTION/REVIEW (COUNCIL, BOARD, COMMISSIONS)

Authorized a five-year service contract for janitorial services and floor maintenance at various Aviation locations, on May 13, 2015, by Resolution No. 15-0835.

Information about this item will be provided to the Transportation and Trinity River Project Committee on December 12, 2016.

FISCAL INFORMATION

\$1,950,994.32 - Aviation Current Funds (subject to annual appropriations)

<u>Council District</u>	<u>Amount</u>
2	\$1,942,409.94
3	<u>\$ 8,584.38</u>
Total	\$1,950,994.32

ETHNIC COMPOSITION

Member's Building Maintenance, LLC

White Male	21	White Female	16
Black Male	150	Black Female	140
Hispanic Male	210	Hispanic Female	220
Other Male	143	Other Female	84

OWNER

Member's Building Maintenance, LLC

Odes H. Kim, President
Harvey Burger, Vice President
Ann Kim, Secretary

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase in the janitorial services contract with Member's Building Maintenance, LLC for janitorial and floor maintenance services at Dallas Love Field and satellite facilities - Not to exceed \$1,950,994, from \$8,482,583 to \$10,433,577 - Financing: Aviation Current Funds (subject to annual appropriations)

Member's Building Maintenance, LLC is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$1,950,994.32	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$1,950,994.32	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Magic Building Service, Inc.	PFMB19889N0818	\$585,298.30	30.00%
Member's Building Maintenance, L.L.C.	PMMB21140N0818	\$1,365,696.02	70.00%
Total Minority - Local		\$1,950,994.32	100.00%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$1,950,994.32	100.00%	\$10,433,577.48	100.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$1,950,994.32	100.00%	\$10,433,577.48	100.00%

December 14, 2016

WHEREAS, on May 13, 2015, City Council authorized a five-year service contract with Member's Building Maintenance, LLC for janitorial services and floor maintenance at Dallas Love Field and satellite facilities by Resolution No. 15-0835; and,

WHEREAS, the Aviation Department satellite facilities maintained under this contract are Taxi Holding Facility, Dallas Police Department - Love Field Unit and Central Receiving/Sallyport.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to increase the contract with Member's Building Maintenance, LLC for janitorial and floor maintenance services for Dallas Love Field and satellite facilities in the amount of \$1,950,994.32, from \$8,482,583.16 to \$10,433,577.48, upon approval as to form by the City Attorney.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in the amount of \$1,950,994.32 (subject to annual appropriations) from Service Contract number BQZ1503.

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

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Equipment & Building Services

CMO: Elizabeth Reich, 670-7804
Jill A. Jordan, P.E., 670-5299

MAPSCO: N/A

SUBJECT

Authorize **(1)** Supplemental Agreement No. 2 to increase and extend the service contract with Member's Building Maintenance, LLC for janitorial services for various Equipment and Building Services, Library, and Police facilities to allow for a transition from the current contractor to the new contractor through March 31, 2017 - Not to exceed \$400,000, from \$3,946,539 to \$4,346,539; and **(2)** a five-year service contract for janitorial services for various Equipment and Building Services, Library, and Police facilities - American Facility Services, Inc. in the amount of \$5,744,884, most advantageous proposer of eight - Total not to exceed \$6,144,884 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This item is on the addendum in order to allow for continued services without interruption.

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

A service contract with Member's Building Maintenance, LLC, the current provider, will allow for adequate time to transition.

This service contract provides turn-key janitorial services for 66 various Equipment and Building Services, Library, and Police facilities, which total approximately 901,550 square feet. The facility types include administrative offices, service center garages, library spaces, and police substations. Providing the City's citizens and staff who frequent these facilities a clean and healthy environment is the major objective of this service contract. These facilities house hundreds of City staff and citizens regularly frequent many of the locations.

BACKGROUND (Continued)

Daily janitorial services include cleaning of offices, public areas, restrooms, and conference rooms. The vendor is required to provide all supplies, equipment, and labor necessary for the performance of the contracts. The use of available environmentally friendly Green Seal certified cleaning products and supplies was a requirement in the specifications. Further, when additional products become certified, the vendor is required to use those products.

This solicitation was structured in a manner which required bidders to submit a response using unit pricing. This bid resulted in a 25.19 percent increase over comparable unit prices for the bid awarded in 2011.

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

- Equipment and Building Services (1)
- Police (1)
- Library (2)
- Business Development and Procurement Services (2)*

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

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

- Staffing plan/approach 35%
- Cost 30%
- Experience/qualifications 20%
- Business Inclusion and Development Plan 15%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 247 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, BDPS' ResourceLINK Team (RLT) sent notifications to 25 chambers of commerce, the DFW Minority Business Council, and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 8, 2011, City Council authorized a five-year service contract for janitorial services at City Hall and various Equipment and Building locations by Resolution No. 11-1508.

Information about this item was provided to the Budget, Finance, and Audit Committee on December 5, 2016.

FISCAL INFORMATION

\$6,144,883.96 - Current Funds (subject to annual appropriations)

M/WBE INFORMATION

- 166 - Vendors contacted
- 162 - No response
 - 4 - Response (Bid)
 - 0 - Response (No bid)
 - 1 - Successful

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

ETHNIC COMPOSITION

American Facility Services, Inc.

White Male	43	White Female	35
Black Male	57	Black Female	48
Hispanic Male	44	Hispanic Female	90
Other Male	4	Other Female	2

PROPOSAL INFORMATION

Business Development and Procurement Services received the following proposals from solicitation number BQZ1613. We opened them on September 16, 2016. We recommend the City Council award this service contract to the most advantageous proposer by group. Information related to this solicitation is available upon request.

PROPOSAL INFORMATION (Continued)

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*American Facility Services, Inc.	1325 Union Hill Industrial Ct. Suite A Alpharetta, GA 30004	Group 1 – 88.96% Group 2 – 87.52%	\$3,229,902.84 \$2,514,981.12
Oriental Building Services, Inc.	2526 Manana Dr. Suite 208 Dallas, TX 75220	Group 1 – 87.71% Group 2 – 84.45%	\$3,581,376.00 \$3,066,600.00
CTJ Maintenance, Inc.	6565 N. MacArthur Blvd. Suite 225 Irving, TX 75039	Group 1 – 76.50% Group 2 – 71.21%	\$2,740,860.00 \$2,445,000.00
Member's Building Maintenance, LLC	11363 Denton Dr. Suite 127 Dallas, TX 75229	Group 1 – 74.86% Group 2 – 73.96%	\$3,340,875.00 \$2,547,330.00
UBM Enterprise, Inc.	11102 Ables Ln. Dallas, TX 75229	Group 1 – 74.57% Group 2 – 72.02%	\$3,380,880.00 \$2,774,628.00
CC's Consulting	1717 N. Akard St. Suite 2550 Dallas, TX 75201	Group 1 – 63.00% Group 2 – 64.75%	\$2,910,240.00 \$2,013,660.00
Kemp & Sons General Services, Inc.	6815 Manhattan Blvd. Suite 100 Fort Worth, TX 76120	Group 1 – 59.32% Group 2 – 57.86%	\$4,427,197.20 \$3,530,450.52
Service Master Quality Cleaning Services	2704 Running Duke Dr. Carrollton, TX 75006	Group 1 – No Bid Group 2 – 40.16%	No Bid \$4,421,640.00

OWNER

American Facility Services, Inc.

Kevin McCann, President
Harold Angel, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** Supplemental Agreement No. 2 to increase and extend the service contract with Member's Building Maintenance, LLC for janitorial services for various Equipment and Building Services, Library, and Police facilities to allow for a transition from the current contractor to the new contractor through March 31, 2017 - Not to exceed \$400,000, from \$3,946,539 to \$4,346,539; and **(2)** a five-year service contract for janitorial services for various Equipment and Building Services, Library, and Police facilities - American Facility Services, Inc. in the amount of \$5,744,884, most advantageous proposer of eight - Total not to exceed \$6,144,884 - Financing: Current Funds (subject to annual appropriations)

Member's Building Maintenance, LLC is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$400,000.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$400,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Member's Building Maintenance, LLC	PMMB21140N0818	\$400,000.00	100.00%
Total Minority - Local		\$400,000.00	100.00%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$400,000.00	100.00%	\$4,346,539.00	100.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	<u>\$400,000.00</u>	<u>100.00%</u>	<u>\$4,346,539.00</u>	<u>100.00%</u>

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** Supplemental Agreement No. 2 to increase and extend the service contract with Member's Building Maintenance, LLC for janitorial services for various Equipment and Building Services, Library, and Police facilities to allow for a transition from the current contractor to the new contractor through March 31, 2017 - Not to exceed \$400,000, from \$3,946,539 to \$4,346,539; and **(2)** a five-year service contract for janitorial services for various Equipment and Building Services, Library, and Police facilities - American Facility Services, Inc. in the amount of \$5,744,884, most advantageous proposer of eight - Total not to exceed \$6,144,884 - Financing: Current Funds (subject to annual appropriations)

American Facility Services, Inc., is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$2,872,441.98	50.00%
Total non-local contracts	\$2,872,441.98	50.00%
TOTAL CONTRACT	\$5,744,883.96	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
RAS Services	HMDB25951N0517	\$2,872,441.98	100.00%
Total Minority - Local		\$2,872,441.98	100.00%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$2,872,441.98	100.00%	\$2,872,441.98	50.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
	-----	-----	-----	-----
Total	\$2,872,441.98	100.00%	\$2,872,441.98	50.00%

December 14, 2016

WHEREAS, on June 8, 2011, City Council authorized a five-year service contract for janitorial services at City Hall and various Equipment and Building Services locations by Resolution No. 11-1508; and,

WHEREAS, on March 9, 2016, Administrative Action No. 16-5459 authorized Supplemental Agreement No. 1 to extend the service contract for five months from June 8, 2016 to December 31, 2016;

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to execute **(1)** Supplemental Agreement No. 2 to increase and extend the service contract with Member's Building Maintenance, LLC (243814) for janitorial services for various Equipment and Building Services, Library, and Police facilities to allow for a transition from the current contractor to the new contractor through March 31, 2017 in an amount not to exceed \$400,000.00, from \$3,946,539.00 to \$4,346,539.00; and **(2)** a five-year service contract with American Facility Services, Inc. (514452) for janitorial services for various Equipment and Building Services, Library, and Police facilities in an amount not to exceed \$5,744,883.96, for a total amount not to exceed \$6,144,883.96, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Member's Building Maintenance, LLC and American Facility Services, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Member's Building Maintenance, LLC and American Facility Services, Inc. under each respective contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$400,000.00 from Service contract number BL1104.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed 5,744,883.96 (subject to annual appropriations) from Service contract number BQZ1613.

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

KEY FOCUS AREA: E-Gov

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Water Utilities

CMO: Larry Casto, 670-3491
Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

Authorize acquisition from DCSJ Edwards, LLC, of approximately 27.51 acres of land located in Dallas County for the Southwest 120/96-inch Water Transmission Pipeline Project - Not to exceed \$3,819,860 (\$3,800,000, plus closing costs and title expenses not to exceed \$19,860) - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

This item authorizes the acquisition of a tract of land containing approximately 27.51 acres located in Dallas County for the Southwest Water Transmission Pipeline Project. This property will be used for the construction of a 96-inch and 120-inch diameter treated water transmission line from the East Side Treatment Plant to Southwest Dallas. The consideration is based on an independent appraisal.

This acquisition is part of the Long Range Water Master Plan and the Water Distribution Master Plan. The water transmission main is required to facilitate conveyance of treated water to the South and Southwest portions of Dallas and its customer cities. Installation of approximately 32 miles of 96-inch and 120-inch water transmission pipeline is needed to meet near-term critical demands associated with the population growth as determined through master planning efforts. The overall pipeline is sized to meet future water demands.

Previously the City filed a condemnation proceeding pursuant to Resolution No. 13-0203 to acquire a portion of the property but the City has now decided to acquire the whole property through a voluntary purchase. The original authorized amount was \$794,246 (\$788,003, plus closing costs and title expenses not to exceed \$6,243) for the partial acquisition. This item is on the addendum because it is a time sensitive matter and December 14, 2016 is the last City Council meeting in December.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council authorized the acquisition of real property and condemnation on January 23, 2013, by Resolution No. 13-0203.

This item was briefed in Closed Session on November 9, 2016.

FISCAL INFORMATION

Water Utilities Capital Improvement Funds - \$3,819,860 (\$3,800,000 plus closing costs and title expenses not to exceed \$19,860)

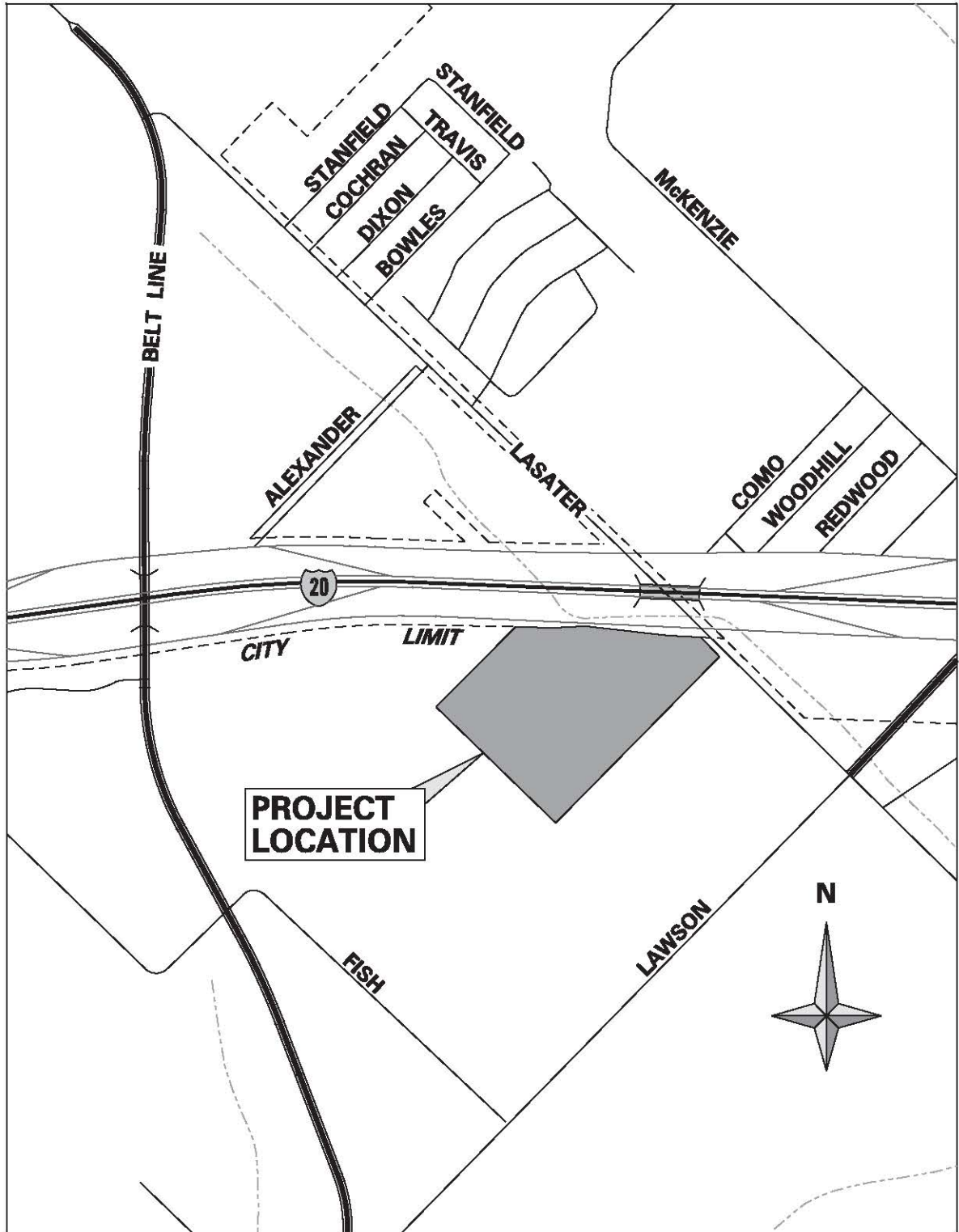
OWNERS

DCSJ Edwards, LLC

MAP

Attached

**PARCEL E-041
CITY OF DALLAS ACQUISITION
27.51 ACRE TRACT
CITY OF DALLAS BLOCK NO. 8837
ROBERT KLEBERG SURVEY, ABSTRACT NUMBER 716
CITY OF DALLAS, DALLAS COUNTY, TEXAS**



LOCATOR MAP

NOT TO SCALE

December 14, 2016

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas

"PROPERTY": Approximately 27.51 acres of land located in Dallas County, Texas, at the southeast corner of Interstate 20 and Lasater Road (just west of S. Beltline @ I-20) as more particularly described in Exhibit A.

"PROJECT": Southwest 120/96-inch Water Transmission Pipeline Project

"USE": The installation, use, and maintenance of a pipeline or lines for the transmission of treated water together with such appurtenant facilities as may be necessary, provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

"PROPERTY INTEREST": Fee Simple

"OWNER": DCSJ, Edwards, LLC, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": \$3,800,000

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$19,860

"AUTHORIZED AMOUNT": Not to exceed \$3,819,860

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

SECTION 1. That the USE of the PROPERTY for the PROJECT is a public use.

SECTION 2. That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

December 14, 2016

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyancing instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

SECTION 4. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Water Utilities Capital Improvement Funds, Fund No. 3115, Department DWU, Unit PW40, Program No. 706623, Object 4230, Encumbrance No. CT-DWU706623ENAT. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 7. That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

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

APPROVED AS TO FORM:
Larry E. Casto, City Attorney

BY


Assistant City Attorney

EXHIBIT A

BEING all that certain Lot, Tract or Parcel of land situated in Dallas County, Texas, and being a tract of land out of the ROBERT KLEBURG LEAGUE, ABSTRACT NO. 716, and a part of that certain tract of land conveyed by Edna Elizabeth Cole et vir, R. W. Cole, et al, to W. E. Miller, by Deed dated May 6, 1955, and filed for record May 11, 1955, in the Deed Records of Dallas County, Texas, more particularly described by metes and bounds as follows:

BEGINNING at a point in the Northeast line of said League, a point in the centerline of County Belt Line Road, said point being the North corner of 147.8 acre tract of land conveyed to JOHN W. CATES et al, by Deed Recorded in Volume 28, Page 174, of the Deed Records of Dallas County, Texas, and being 1378.6 feet South 45 deg. East from the Southeast line of Alexander Road;

THENCE South 45 deg. East with said League Line, and the centerline of County Belt Line Road, 1028.2 feet to a point for corner;

THENCE South 44 deg. 33 min. 40 sec. West, a distance of 1501.51 feet to a point for corner in an old established fence line, the Southwest line of said Miller Tract, 1037.4 feet to its West or Northwest corner, a point in an old established fence;

THENCE North 45 deg. 59 min. West, with said old fence and the Southwest line of said Miller Tract, 1037.4 feet to its West or Northwest corner, a point in an old established fence;

THENCE North 44 deg. 45 min. East, with said old fence and Northwest line of said Miller Tract, 1519 feet to the place of beginning, and containing 35.9 acres of land, of which 9.7 acres is occupied by road right of way, there being 35.9 net acres of land remaining in tract;

LESS AND EXCEPT a strip off the Northeast side of said property conveyed by Frank J. Kelly to the County of Dallas, by Right-of-way Deed dated July 11, 1962, recorded in Volume 5858, Page 443, Deed Records of Dallas County, Texas; and being the same property conveyed to Frank J. Kelly by Sheriff's Deed dated June 6, 1961, executed by Bill Decker, Sheriff of Dallas County, Texas, recorded in Volume 5564, Page 51, Deed Records of Dallas County, Texas; according to Survey made by J. N. Lane, Registered Public Surveyor, January 15, 1970.

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

That DCSJ Edwards, LLC, a Texas limited liability company (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of THREE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,800,000.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, all of the property described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

SPECIAL PROVISIONS: "None".

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this _____ day of _____, _____.

DCSJ Edwards, LLC,
a Texas limited liability company

By: _____
Susan K. Edwards, Managing Member

EXHIBIT B

* * * * *

STATE OF TEXAS '
COUNTY OF DALLAS '

This instrument was acknowledged before me on _____
by Susan K. Edwards, Managing Member of DCSJ Edwards, LLC, a Texas limited
liability company, on behalf of said limited liability company.

Notary Public, State of TEXAS

* * * * *

After recording return to:
City of Dallas
Department of Sustainable Development and Construction
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: Mark Proctor

Warranty Deed Log No. 36374

KEY FOCUS AREA: E-Gov
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Attorney's Office
CMO: Larry Casto, 670-3491
MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with Herrera & Boyle, PLLC for additional legal services in the proceeding styled Complaint of Crown Castle NG Central LLC against the City of Dallas, Docket No. 45470 before the Public Utility Commission of Texas - Not to exceed \$75,000, from \$50,000 to \$125,000 - Financing: Current Funds

BACKGROUND

Supplemental Agreement No. 1 will authorize Herrera & Boyle, PLLC to continue representing the City's interests in the proceeding before the Public Utility Commission of Texas to address Crown Castle NG Central LLC's complaint against the City in PUC Docket No. 45470. This item is on the addendum because it is a time sensitive matter and December 14, 2016 is the last City Council meeting in December.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council will be briefed in Closed Session on December 7, 2016.

FISCAL INFORMATION

\$75,000 - Current Funds

OWNER

Herrera & Boyle, PLLC

Alfred R. Herrera, Principal

December 14, 2016

WHEREAS, on December 31, 2015, pursuant to Administrative Action No. 15-7451, the City authorized a professional services contract with Herrera & Boyle, PLLC to assist and provide legal services to the City of Dallas in the proceeding styled Complaint of Crown Castle NG Central LLC v. City of Dallas, filed December 23, 2015, at the Public Utility Commission of Texas (PUC No. 457470), in an amount not to exceed \$50,000.00; and,

WHEREAS, the professional legal services of Herrera & Boyle, PLLC continue to be necessary in this matter; **Now, Therefore**,

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

Section 1. That, following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 1 to the professional services contract with Herrera & Boyle, PLLC for additional services in the proceeding styled Complaint of Crown Castle NG Central LLC against the City of Dallas, Case No. 14-10979, in an amount not to exceed \$75,000.00, increasing the original contract amount from \$50,000.00 to \$125,000.00.

Section 2. That the Chief Financial Officer is hereby authorized to disburse, in periodic payments to Herrera & Boyle, PLLC, an amount not to exceed \$75,000.00 from Fund 0192, Department ORM, Unit 3890, Obj. 3033, Encumbrance No. ATT389015C23, Vendor No. VS90423.

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

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Office of Economic Development
CMO: Mark McDaniel, 670-3256
MAPSCO: N/A

SUBJECT

Authorize the adoption of new Public/Private Partnership Program Guidelines and Criteria for the period of January 1, 2017 through December 31, 2018, unless new Guidelines to the Public/Private Partnership Program are adopted before such date pursuant to the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A., Tax Code Chapter 312) and other incentives intended to promote private investment, tax base growth and job creation - Financing: No cost consideration to the City

BACKGROUND

This item is being placed on the addendum at the request of Economic Development Committee to move forward for Council consideration of the new program guidelines on the December 14, 2016 Council Agenda.

The Property Redevelopment and Tax Abatement ACT (V.T.C.A., Tax Code, Chapter 312) requires that any city desiring to enter into tax abatement agreements as an incentive to foster private investment must first establish guidelines and criteria governing tax abatement agreements and must pass a resolution stating that it elects to be eligible to participate in a tax abatement agreement. Pursuant to Chapter 312, the guidelines and criteria governing tax abatement agreements are effective for a period of two years. On October 11, 1989, with Resolution No. 89-3264, the City elected to become eligible to provide tax abatement and adopted its initial Public/Private Partnership Program Guidelines & Criteria (Guidelines) for tax abatement agreements and other business incentives. The Dallas City Council approved the current City of Dallas Public/Private Partnership Guidelines & Criteria governing the City's utilization of tax abatements pursuant to Chapter 312 as well as economic development grants pursuant to Chapter 380 of the Local Government Code, on June 25, 2014, pursuant to Resolution No. 14-0993. On June 22, 2016, pursuant to Resolution No. 16-1056, the City Council re-adopted the Program Guidelines & Criteria through December 31, 2016.

BACKGROUND (Continued)

The City Council desires to adopt new Guidelines and Criteria to strategically align the program with newly developing housing policy initiatives, ensure consistency with affordable/mixed income guidelines, provide minimum eligibility criteria to new target areas, among other matters, that will result in an enhanced program furthering the City's desire for balanced economic growth.

This action allows the City to remain eligible under State law to participate in tax abatement agreements and other economic development grant programs established through the Public/Private Partnership Program Guidelines and Criteria.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 25, 2014, pursuant to Resolution No. 14-0993, the City Council authorized the adoption of the existing Guidelines & Criteria for the Public/Private Partnership Program governing the provision of tax abatement and other economic incentives.

On April 4, 2016, the Economic Development Committee was briefed on the Guidelines and Criteria governing the provision of tax abatement and other economic incentives for the Public/Private Partnership Program.

On June 8, 2016, the City Council was briefed on exiting economic development programs and activity since 2005.

On November 7, 2016, the Economic Development Committee was briefed on the Public/Private Partnership Program and potential modifications to guidelines and criteria.

Information about this item was provided to the Economic Development Committee on December 5, 2016.

FISCAL INFORMATION

No cost consideration to the City

December 14, 2016

WHEREAS, the City recognizes the importance of its continued aggressive role in local economic development; and

WHEREAS, there is a need for general policy guidelines to coordinate various City incentive programs to assure judicious use of economic development resources in order to safeguard the financial position of the City; and

WHEREAS, the City desires to strategically align the Public/Private Partnership Program Guidelines & Criteria with newly developing housing policy initiatives, ensure consistency with affordable/mixed income guidelines, provide minimum eligibility criteria to new target areas, among other matters, that will result in an enhanced program furthering the City's desire for balanced economic growth; and

WHEREAS, the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A., Tax Code, Chapter 312), requires any taxing jurisdiction wishing to enter into tax abatement agreements to establish guidelines and criteria governing tax abatement agreements which are effective for two years unless amended by a vote of three-fourths of the members of the City Council; and

WHEREAS, Chapter 380 of the Local Government Code provides that the governing body of a municipality may create programs for loans and grants to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, on June 25, 2014, pursuant to Resolution No. 14-0993, City Council authorized the adoption of the City of Dallas' Public/Private Partnership Program Guidelines & Criteria governing tax abatement agreements and other economic development incentives including programs for grants and loans; and

WHEREAS, on June 22, 2016, pursuant to Resolution No. 16-1056, City Council re-adopted the Program Guidelines & Criteria through December 31, 2016; and

WHEREAS, it is in the best interest of the City of Dallas to adopt Guidelines & Criteria for the Public/Private Partnership Program in order to make use of available economic development incentives for the promotion of new businesses, the retention and expansion of existing businesses, enhancement of the tax base, and the creation and retention of job opportunities for Dallas citizens; and

WHEREAS, the City of Dallas' Public/Private Partnership Program Guidelines & Criteria shall not be construed as implying or suggesting that the City of Dallas is under obligation to provide tax abatement or other incentive to any applicant, and all applicants shall be considered on a case-by-case basis; and

December 14, 2016

WHEREAS, the City's Public/Private Partnership Program Guidelines & Criteria established by Resolution No. 16-1056 expire on December 31, 2016.

NOW, THEREFORE,

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

Section 1. That the City of Dallas does hereby elect to continue its participation in tax abatement as authorized by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A., Tax Code, Chapter 312).

Section 2. That the documents attached hereto and made a part of this Resolution entitled "Public/Private Partnership Program Guidelines and Criteria", **Exhibit A**, are hereby adopted as Guidelines and Criteria for governing abatement agreements, as specified in the Property Redevelopment and Tax Abatement Act, as well as for other City of Dallas economic development programs for the period January 1, 2017 through December 31, 2018 or unless new Guidelines and Criteria are adopted by that date by the City Council.

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

Exhibit A

City of Dallas Public/Private Partnership Program Summary for Non-Residential Projects

City of Dallas Public/Private Partnership Programs

It is the purpose of the following programs to provide assistance only for projects where such assistance is necessary to stimulate private investment and job creation. Accordingly, these programs are available when agreements between the City and private parties that are not tax-exempt are approved by City Council prior to private investment occurring. Projects seeking economic incentives must provide written assurance that 'but for' the incentives sought, the proposed project will not occur, or would otherwise be substantially altered so that the economic returns or other associated public purpose secured by the City's incentives would be reduced. Projects occurring in Target Areas are provided special consideration.

The information contained herein shall not be construed as implying or suggesting that the City of Dallas is offering or is under any obligation to provide tax abatement or other incentives to any applicant, and all applicants shall be considered on a case-by-case basis. The source of City funding for a particular incentive may require or impose certain limitations on the types of projects for which those funds may be used, which are not described herein. Pawnshops, sexually oriented businesses, bars, truck stops, and truck dealerships are excluded from consideration for incentives provided under this program.

Eligibility Requirements

The City has established targeted project areas which set minimum project requirements in order to be considered for incentives:

- **Target Areas:** Projects must create/retain 25 jobs or provide \$1 million of investment;
- **Non-target Areas:** Projects must create/retain 100 jobs or provide \$5 million of investment; and
- **Non-Conforming Projects:** Projects not meeting these requirements that nevertheless significantly advance the public purpose of economic development will be considered on a case-by-case basis.

Tax Abatement

Temporary abatement of either real estate or personal property taxes. Recipient firms must meet primary considerations of capital improvements and job creation/retention. City staff may consider secondary considerations such as Dallas resident employment, efforts to exceed minimum environmental regulations, wage rates, community activities, target industry projects, and M/WBE participation when negotiating this incentive. A firm's tax abatement percentage will be reduced by 25 percent for any single year of the tax abatement term in which secondary considerations included in the agreement are not met unless an alternative method is prescribed by City Council in a project specific resolution. Real property tax abatement is not available in TIF Districts. In limited cases, projects may be considered for a combination of both real and personal property tax abatement when the combined amount does not exceed 90 percent of the City taxes on total new improvement value. All tax abatements must begin by January 1 of the second calendar year following City Council authorization unless otherwise specified.

Exhibit A

City of Dallas Public/Private Partnership Program Summary for Non-Residential Projects

Abatement Benefits:

- **Target Areas:** Real property tax abatement up to 90 percent for 10 years and/or a business personal property tax abatement of up to 50 percent for five years;
- **Non-Target Areas:** Real property tax abatement up to 50 percent for 10 years and/or a business personal property tax abatement of up to 50 percent for five years;
- **Non-Conforming Projects:** Projects not meeting these requirements that nevertheless significantly advance the public purpose of economic development will be considered on a case-by-case basis.

Economic Development Chapter 380 Grant Program

Companies considering a relocation/expansion or new commercial development may be eligible for an economic development grant. Grants will be considered on a case-by-case basis based on specifics such as project type, location, design, and fiscal impact to the City. Companies will be required to meet eligibility requirements of the Public/Private Partnership Program. Pursuant to this program the City may administer and accept resources from other political subdivisions of the state to support this program, and may administer and accept resources from the Federal government to support developments. Bond funding utilized through the program may be subject to certain limitations in use.

Economic Development GO Bond Program for Southern Dallas

General Obligation Bond funding may be used as described in this paragraph for private commercial, industrial, retail, residential, and mixed-use development in the Southern area of the city that promotes economic development. Funding may be provided as a catalyst to promote private economic development and may be used for planning, designing, extending, constructing and acquiring land for public streets, utilities and other related infrastructure facilities or uses consistent with this purpose and the bond proposition approved by the voters.

Private developments may be eligible for economic development grants and loans pursuant to Chapter 380 of the Texas Local Government Code. Grants and loans will be considered for infrastructure improvements and/or land acquisition consistent with the scope of funding and other uses described above. Grants or loans will be considered on a case-by-case basis subject to funding limitations and development agreements approved by City Council, which agreements will contain appropriate conditions, safeguards and benchmarks to ensure that the public purpose of economic development will be carried out.

Funding in support of mixed-use or residential development, including the acquisition of improved and unimproved properties and for the cost of demolition of existing structures for such projects are also subject to the City of Dallas Housing Policy, which requires a portion of residential units to be affordable.

Exhibit A

City of Dallas Public/Private Partnership Program Summary for Non-Residential Projects

Target Industry Projects

Target Industry projects are provided special consideration for economic incentives and are generally defined as follows: Brownfields or recycling, information technology, building materials and furnishings, company headquarters, logistics, telecommunications, transportation manufacturing and assembly, film/television/media, advanced instruments and food processing/distribution. The City is also targeting high quality grocery store projects in underserved areas of the City. Due to the temporary nature of film/television production, projects in this industry are not required to meet minimum job or investment eligibility established for the Public/Private Partnership Program. Rather, these projects are considered on a case-by-case basis with consideration given to the positive economic returns projects bring to the City. Target Industry projects must be confirmed in advance by the City in order to receive consideration under this designation.

Non-Conforming Projects

Non-Conforming projects are considered on a case-by-case basis for high impact projects, unique developments, and competitive situations where projects may receive competing offers of incentives. These projects require a simple majority vote of City Council in Target Areas and a 3/4 vote of City Council in Non-Target Areas. High Impact Project - Projects creating/retaining a minimum of 500 jobs with substantial capital investment. In addition, this status may be granted to major projects by Fortune 500, Manufacturers 400, or Global 500 listed firms. A mixed-use or residential development considered for support as a non-conforming project requires special circumstances and must ensure that a minimum of 20% of the residential units in the development meet affordable housing or mixed-income housing requirements for the location. Commercial aspects of predominately residential mixed-use projects providing affordable housing in "areas of opportunity" in collaboration with the Housing Department will be considered.

Competitive and Retention Projects

In special cases, companies receiving competing offers of incentives or those currently located in the city of Dallas considering a relocation/expansion are eligible to apply for financial incentives with negotiable terms. Existing firms must expand job base by 25 percent to be eligible for consideration. Incentives may be offered in specific cases to 'match other offers.' Companies may be required to demonstrate competing cities, offers, land/lease costs, taxes at current rates, utility rates, relocation costs, other significant costs and 'gap' to be filled, etc.

Other Sources of Financial Assistance

Public/Private Partnership Program grants and abatements may be used in combination with other sources of federal, state, or City funds where necessary to achieve the public purpose advanced by a project. The City is willing to partner with special entities, such as Local Government Corporations, and special districts to provide an advantageous structure for projects that advance economic development. Such entities and districts may issue revenue bonds as allowed by state law to finance projects.

Exhibit A

City of Dallas Public/Private Partnership Program Summary for Non-Residential Projects

Tax Increment Finance Districts

Special districts funding public improvements (not services) with increased tax revenues resulting from new private development. Tax rates are the same as elsewhere in the City and no added cost to private parties is incurred.

Public Improvement Districts

Special districts created by petition to privately fund public improvements or special supplemental services over and above those provided by City, when such services are supportive of related City investments in capital improvements.

Neighborhood Commercial/Retail Redevelopment Grant Program

This Program is intended to provide financial assistance to existing retail shopping centers and other retail/commercial facilities within Target Areas that are at least 15 years old for improvements and/or redevelopment which will positively impact surrounding neighborhoods and residents. Contemplated improvements must improve the aesthetics, design, or architectural appeal of the property and may include enhanced landscaping, lighting, pedestrian and/or parking improvements, new signage and façades, and major renovations to the facility among other items. Each project is considered on a case by case basis. City financial participation is on a matching and reimbursement basis. Phasing is permitted. Minimum total project investment is \$250,000 and potential grants are subject to funding availability. An agreement must be in place with the City prior to work commencing.

Small Business & Adaptive Reuse Incentives

The City of Dallas is committed to supporting growth of small businesses and fostering adaptive reuse of commercial buildings. Additional programs can be flexibly developed and linked to this policy as approved by the City Council.

City of Dallas Regional Center - EB 5

The City of Dallas Regional Center (CDRC) is dedicated to assisting individuals and their families through the EB-5 immigration process via investment into businesses and development projects located within the Dallas city limits. The CDRC offers a variety of investments to foreign investors that meet or exceed requirements and offer investors features unique to the EB-5 community. Minimum foreign investment is \$500,000 in Targeted Employment Areas or \$1M in other areas. All opportunities supported by the CDRC must provide 10 full-time jobs (directly or indirectly) per investor.

New Market Tax Credits

The City of Dallas participates in the New Market Tax Credit Program (NMTTC), a federal program operated by the Department of Treasury, that provides opportunities for new development in traditionally underserved areas. The program provides NMTTC investors with a 39% federal tax credit payable over seven years. These investments are partnered with additional funds for businesses and real estate development in Low Income Neighborhoods.

Exhibit A

City of Dallas Public/Private Partnership Program Summary for Non-Residential Projects

Foreign Trade Zone

Allows duty-free importing of foreign-made components into the Zone, where they may be assembled, manufactured, processed or packaged. Duties are charged only when products are subsequently distributed into the U.S. market - if they are shipped to international markets, no duty is levied.

State Incentives

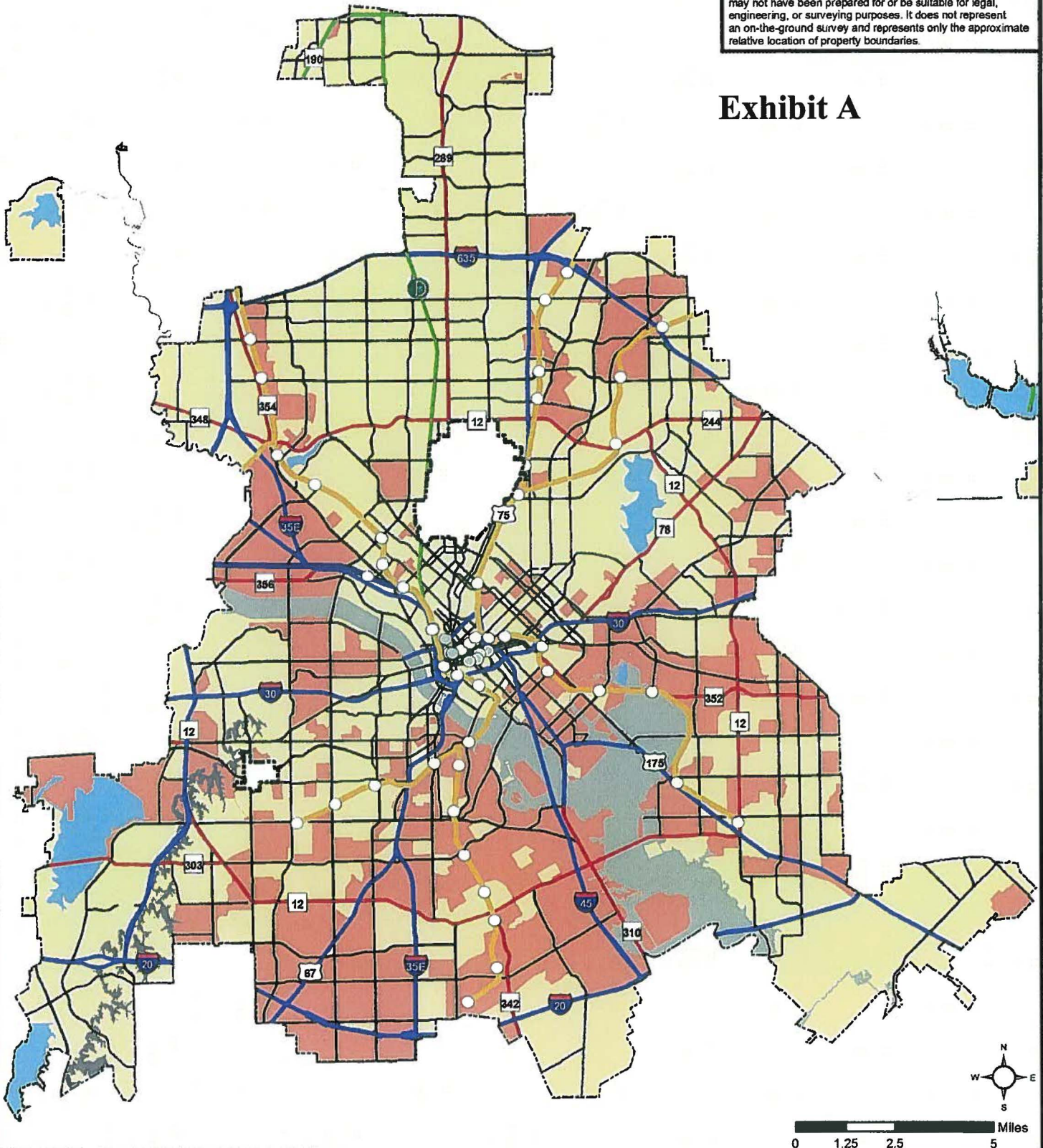
The City of Dallas will facilitate applications for assistance from State programs including Enterprise Zone Projects, Texas Enterprise Fund, and the Texas Emerging Technology Fund.

To obtain more detail on these programs, or to inquire regarding other assistance, contact:
Office of Economic Development, Dallas City Hall, Room 5CS, Dallas, Texas 75201, Phone:
(214) 670-1685, Fax: (214) 670-0158.

City of Dallas Public/Private Partnership Program: Area Map

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.

Exhibit A



**DALLAS
ECONOMIC
DEVELOPMENT**

Research & Information Division
214.670.1685
dallas-ecodev.org

Created 12.2.2016 - PPP - Target 12.2.16 - FCG

Legend

- | | | | |
|-----------------|-----------------|------------------------|-------------|
| Non-Target Area | Rail Station | Future DART Light Rail | Arterial |
| Target Area | Future Station | Freeway | Escarpment |
| City of Dallas | DART Light Rail | Tollway | Flood Plain |
| | Commuter Rail | Highway | Lake |

Source: Poverty Data - US Census Bureau American Community Survey, 2010-14 Five Year Estimates; All Other Data - City of Dallas, 2016

ADDENDUM ITEM # 6

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

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): 7

DEPARTMENT: Equipment & Building Services
Office of Public Information

CMO: Jill A. Jordan, P.E., 670-5299
A. C. Gonzalez, 670-3297

MAPSCO: 46Q

SUBJECT

Authorize **(1)** a construction services contract with Phoenix 1 Restoration and Construction, Ltd. best value proposer of five, for the Dallas City News Studio located at 1620 First Avenue in Fair Park; and **(2)** an increase in appropriations in the amount of \$5,146,800, from \$5,627,352 to \$10,774,152 in the Public Educational and Governmental Access Fund - Total not to exceed \$5,146,800 - Financing: Public Educational and Governmental Access Funds

BACKGROUND

This item is submitted as an addendum item in order to complete roofing and other portions of the construction prior to the State Fair.

This action will authorize this service contract to renovate, revitalize, and re-purpose the vacant City-owned Science Place II building to accommodate a television studio for the Dallas City News (DCN) and a student lab wing for the Communications & Policy Institute.

The existing studio facility located in the basement of City Hall has served the City well, but as the City relies more and more on increased media communications to convey information to citizens, the aging facility has several shortcomings that limit performance, hamper efficient workflow, and bottleneck productivity.

The DCN broadcast team is a division of the Public Information Office responsible for city broadcasts which are critical in providing transparency and communications that directly affect the citizens of Dallas. DCN broadcasts city-related programming in addition to City Council, board and commission meetings live and rebroadcast on the City's cable channels.

BACKGROUND (Continued)

The Communications & Policy Institute is a collaborative effort between the City and major educational institutions across North Texas, including the Dallas Independent School District, Dallas County Community College District, Paul Quinn College, University of Texas Dallas, University of North Texas Dallas, Southern Methodist University, University of North Texas, University of Texas at Arlington, and Texas Christian University. The program will provide high school and college students with a learning environment that combines theory and real world application about how to communicate policy.

Science Place II, originally known as The Hall of Domestic Arts, was constructed in Fair Park for the 1936 Texas Centennial. This structure was not a significant building during the Centennial. Since 1937, the facility has had multiple interior alterations necessary to meet the needs of its numerous tenants. As a result, the interior has been determined not to be significant. The original structure of this building does provide the enclosed square footage, clear height, clear span access/egress for equipment, sets and people.

On Wednesday, September 14, 2016, the Dallas City News Studio was advertised for Competitive Sealed Proposals. On Friday, October 14, 2016, five Competitive Sealed Proposals were received. The Proposal Evaluation Committee evaluated and ranked all proposals according to grading criteria provided in the project specifications. Phoenix 1 Restoration and Construction, Ltd. was ranked as the most qualified firm of the five proposers and it is recommended that the City of Dallas enter into a construction contract with Phoenix 1 Restoration and Construction, Ltd. for the scope of work detailed in the Project Manual and Construction Documents.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2015
Completed Design	October 2016
Begin Construction	January 2017
Complete Construction	June 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 17, 2015, Resolution No. 15-1159 authorized the consulting services contract with Russ Berger Design Group, Inc. for the Dallas City News Studio.

City Council was briefed on the Communications & Policy Institute on November 2, 2016.

Information about this item will be provided to the Quality of Life & Environment Committee on December 12, 2016.

FISCAL INFORMATION

Public Educational and Governmental Access Funds - \$5,146,800.00

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Phoenix 1 Restoration and Construction, Ltd.

Hispanic Female	0	Hispanic Male	37
African American Female	0	African American Male	0
Other Female	0	Other Male	0
White Female	5	White Male	24

PROPOSAL INFORMATION

Five competitive sealed proposals were received and opened on October 14, 2016. The selection committee ranked the proposers as follows:

- Phoenix I Restoration and Construction, Ltd.
- Mart, Inc.
- Joe Funk Construction + Diversity Resources Group Joint Venture
- Denco CS Corp.
- JC Commercial, Inc.

OWNER(S)

Phoenix 1 Restoration and Construction, Ltd.

Dale Sellers, President

MAP

Attached

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** a construction services contract with Phoenix 1 Restoration and Construction, Ltd. best value proposer of five, for the Dallas City News Studio located at 1620 First Avenue in Fair Park; and **(2)** an increase in appropriations in the amount of \$5,146,800, from \$5,627,352 to \$10,774,152 in the Public Educational and Governmental Access Fund - Total not to exceed \$5,146,800 - Financing: Public Educational and Governmental Access Funds

Phoenix 1 Restoration and Construction, Ltd. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$4,486,980.00	87.18%
Total non-local contracts	\$659,820.00	12.82%
TOTAL CONTRACT	\$5,146,800.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

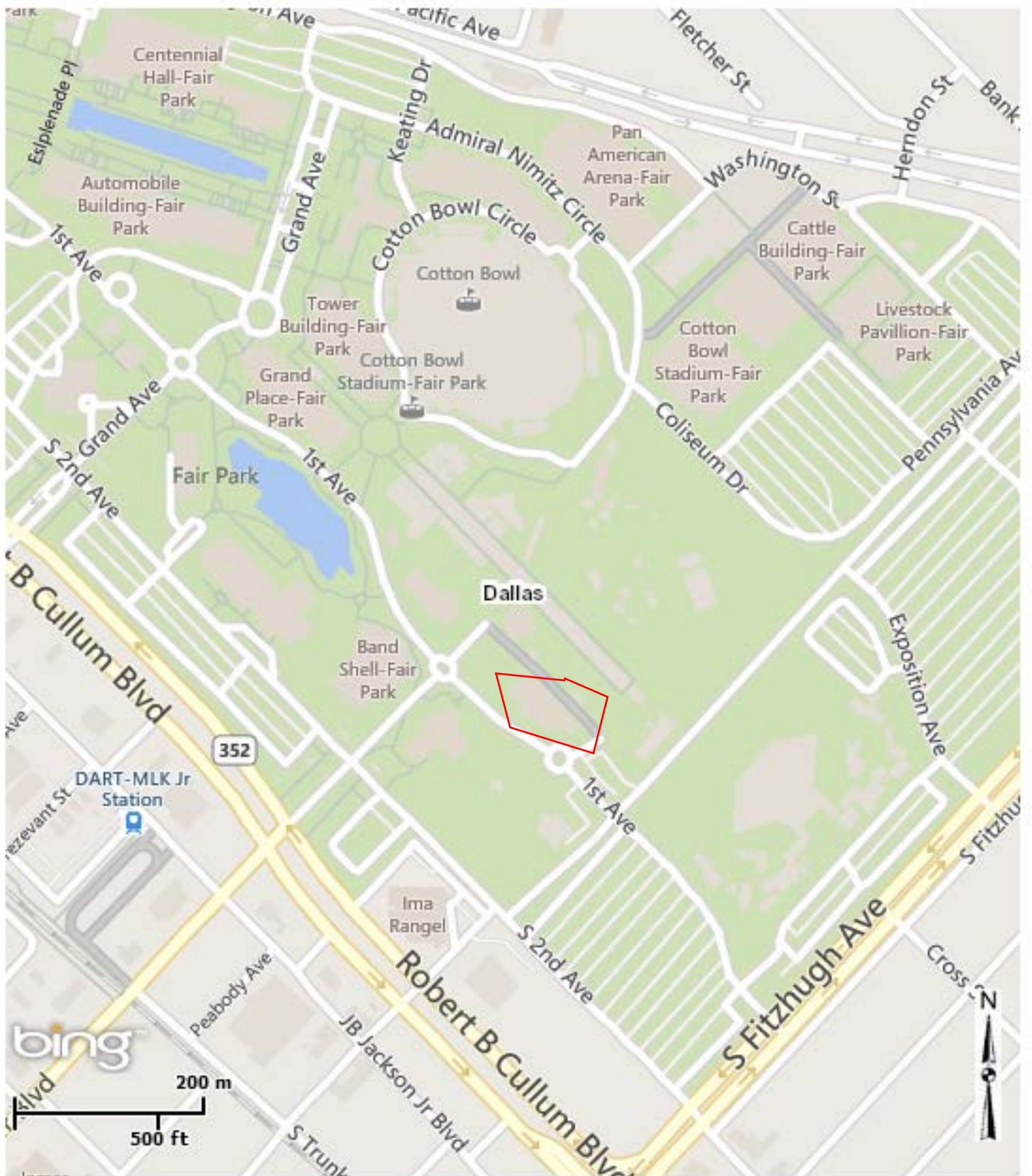
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Slaughter Services	WFWB30789N0618	\$444,684.00	9.91%
Texas Roof Management	WFWB72589N0818	\$292,338.00	6.52%
Total Minority - Local		\$737,022.00	16.43%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Madden Electric Services, Inc.	WFWB62897N0317	\$659,820.00	100.00%
Total Minority - Non-local		\$659,820.00	100.00%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$737,022.00	16.43%	\$1,396,842.00	27.14%
Total	<u>\$737,022.00</u>	<u>16.43%</u>	<u>\$1,396,842.00</u>	<u>27.14%</u>



Science Place II Map

December 14, 2016

WHEREAS, five proposals were received on October 14, 2016 for the Dallas City News Studio; and,

WHEREAS, upon conclusion of a selection process conducted by City staff, Phoenix 1 Restoration and Construction, Ltd. was chosen as the most qualified firm of the five proposers to provide construction services for the project; and,

WHEREAS, it is now desirable to authorize a contract with Phoenix 1 Restoration and Construction, Ltd. best value proposer of five, for the Dallas City News Studio located at 1620 First Avenue in Fair Park, in an amount not to exceed \$5,146,800.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute a construction contract with Phoenix 1 Restoration and Construction, Ltd. for the Dallas City News Studio in the amount of \$5,146,800.00 after it has been approved as to form by the City Attorney.

Section 2. That the City Manager is hereby authorized to increase appropriations in the Public Educational and Governmental Access Fund 0560, Dept. DSV, Unit 4817, Object 4310 in an amount not to exceed \$5,146,800.00, from \$5,627,351.37 to \$10,774,151.37.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Public Education and Governmental Access Funds
Fund 0560, Dept. DSV, Unit 4817, Act. OF01, Program No. PBWCNNS
Obj. 4310, CT No. EBSCNNSG002
Vendor No. VC0000003594 in an amount not to exceed \$5,146,800.00

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): 14

DEPARTMENT: Equipment & Building Services
Office of Economic Development

CMO: Jill A. Jordan, P.E., 670-5299
Mark McDaniel, 670-3256

MAPSCO: 45L

SUBJECT

Authorize an increase to the construction services contract with Phoenix 1 Restoration and Construction, Ltd. for additional work including the exterior renovation and the interior demolition required for UNT Law School to begin their interior construction scheduled for January 2017 for the Old Municipal Building located at 106 South Harwood Street - Not to exceed \$523,744, from \$13,166,270 to \$13,690,014 - Financing: 1998 Bond Funds (\$105,000) and Public/Private Partnership Funds (\$418,744)

BACKGROUND

This item is submitted as an addendum item because the pricing for several parts of this scope were only recently finalized. This item requires City Council recommendation on December 14, 2016, in order for the work to be completed by February 17, 2017, when the University of North Texas (UNT) renovation is tentatively scheduled to begin.

This action will authorize Change Order No. 4 to increase the construction services contract with Phoenix 1 Restoration and Construction, Ltd. for the Renovation of the Old Municipal Building located at 106 South Harwood Street in an amount not to exceed \$523,743.87, from \$13,166,269.29 to \$13,690,013.16.

The Municipal Building, the City of Dallas' fourth City Hall, was constructed in 1914 at 106 South Harwood Street. Proposition 8 of the 1998 Bond Program provided \$14,000,000 for the renovation of the Municipal Building. In 2006, the City of Dallas partnered with the UNT to establish a law school in downtown Dallas.

BACKGROUND (Continued)

The Municipal Building was selected as a location for the UNT Law School due to its impressive Beaux Arts architectural style and proximity to the Dallas County Community College District's Universities Center at Dallas.

The Office of Economic Development secured an additional \$2 million in Public/Private Partnership Funds to assist with the renovation.

The additional scope of work provided by this Change Order will complete the exterior renovation and the interior demolition required for the UNT Law School to begin their interior construction scheduled for January 2017.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2008
Completed Design	June 2014
Began Construction	January 2015
Complete Construction	January 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARD, COMMISSIONS)

On June 25, 2008, Resolution No. 08-1890 authorized a professional services contract with Conley Group, Inc. for design services for the exterior renovation of the 106 South Harwood Building.

On October 23, 2013, Resolution No. 13-1845 authorized Supplemental Agreement No. 5 to the professional services contract with Conley Group, Inc. for design services for the exterior renovation of the 106 South Harwood Building for additional services including asbestos abatement specifications related to interior demolition.

On January 14, 2015, Resolution No. 15-0118 authorized the construction contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building located at 106 South Harwood Street.

On June 17, 2015, Resolution No. 15-1166 authorized Change Order No. 1 to the construction contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building located at 106 South Harwood Street.

On November 10, 2015, Resolution No. 15-2086 authorized Change Order No. 2 to the construction contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building located at 106 South Harwood Street.

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

On April 27, 2016, Resolution No. 16-0645 authorized Change Order No. 3 to the construction contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building located at 106 South Harwood Street.

Information about this item will be provided to the Quality of Life & Environment Committee on December 12, 2016.

FISCAL INFORMATION

1998 Bond Funds - \$105,000.00
Public/Private Partnership Funds - \$418,743.87

Construction	
Original Construction Contract	\$11,166,285.20
Change Order No. 1	\$ 152,732.93
Change Order No. 2	\$ 784,283.11
Change Order No. 3	\$ 1,062,968.05
Change Order No. 4 (this action)	<u>\$ 523,743.87</u>
Total Project Cost	\$13,690,013.16

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Phoenix 1 Restoration and Construction, Ltd.

Hispanic Female	0	Hispanic Male	37
African American Female	0	African American Male	0
Other Female	0	Other Male	0
White Female	5	White Male	24

OWNER(S)

Phoenix 1 Restoration and Construction, Ltd.

Dale Sellers, President

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase to the construction services contract with Phoenix 1 Restoration and Construction, Ltd. for additional work including the exterior renovation and the interior demolition required for UNT Law School to begin their interior construction scheduled for January 2017 for the Old Municipal Building located at 106 South Harwood Street - Not to exceed \$523,744, from \$13,166,270 to \$13,690,014 - Financing: 1998 Bond Funds (\$105,000) and Public/Private Partnership Funds (\$418,744)

Phoenix 1 Restoration and Construction, Ltd. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$212,743.87	40.62%
Non-local contracts	\$311,000.00	59.38%
TOTAL THIS ACTION	\$523,743.87	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Slaughter Services	WFWB30789N0618	\$62,959.21	29.59%
Axis Contracting	WFDB96976Y0717	\$44,230.00	20.79%
Texas Roof Management	WFWB72589N0818	\$2,233.00	1.05%
Total Minority - Local		\$109,422.21	51.43%

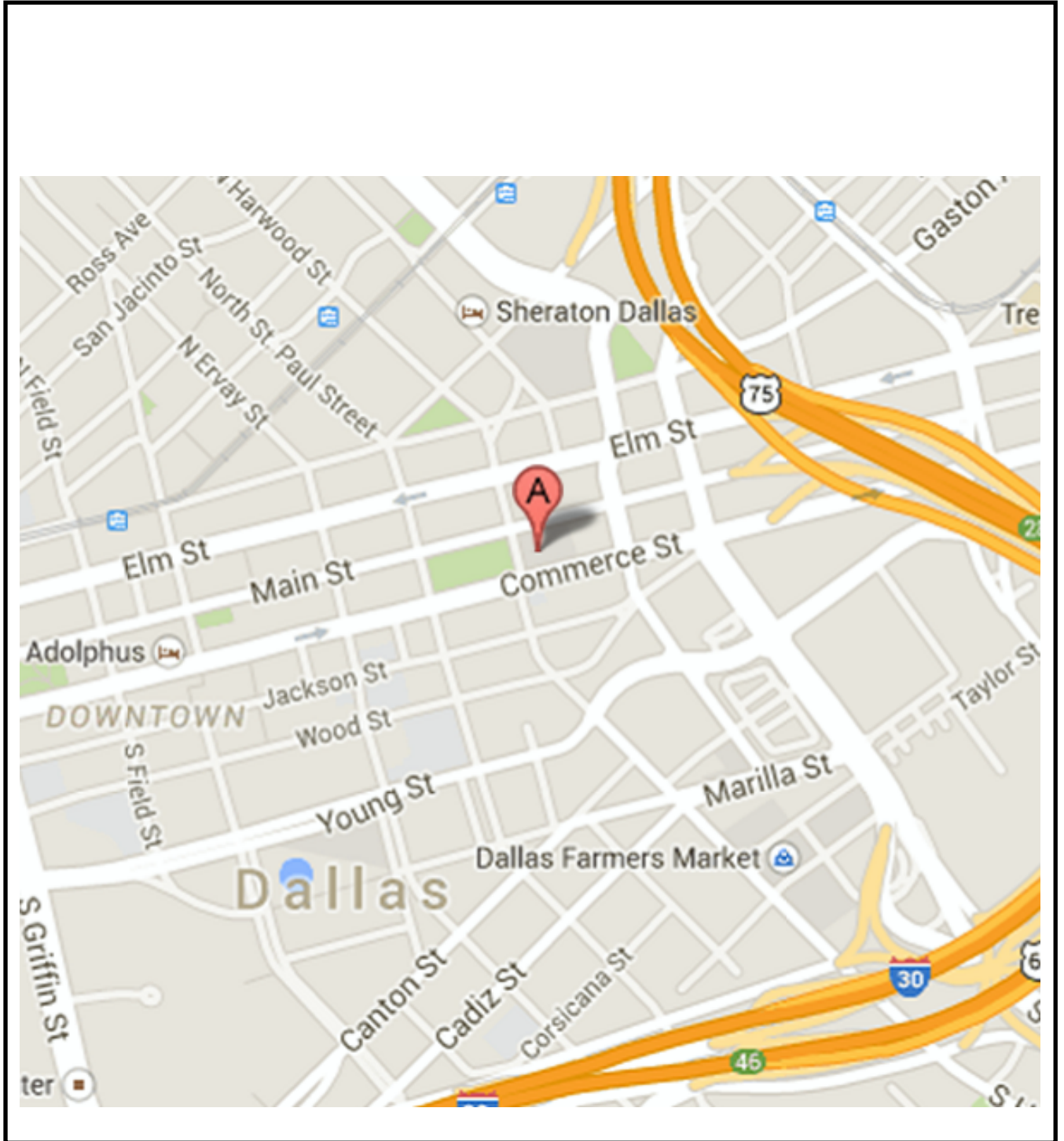
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$109,422.21	20.89%	\$3,424,788.19	25.02%
Total	\$109,422.21	20.89%	\$3,424,788.19	25.02%

106 S Harwood St Building



Mapsc0 45L

December 14, 2016

WHEREAS, on June 25, 2008, Resolution No. 08-1890 authorized a professional services contract with Conley Group, Inc. for design services for the exterior renovation of the 106 South Harwood Building; and,

WHEREAS, on November 8, 2008, Administrative Action No. 08-3463 authorized Supplemental Agreement No. 1 to the professional services contract with Conley Group, Inc. to develop plans and specifications as well as construction administration, for the exterior cleaning at Morton H. Meyerson Symphony Center; and,

WHEREAS, on January 23, 2012, Administrative Action No. 12-0249 authorized Supplemental Agreement No. 2 to the professional services contract with Conley Group, Inc. for design services for the exterior renovation of the 106 South Harwood Building for additional services including the design of the waterproofing required for the exterior basement wall along Main Street; and,

WHEREAS, on January 23, 2012, Administrative Action No. 12-0838 authorized Supplemental Agreement No. 3 to the professional services contract with Conley Group, Inc. for design services for the exterior renovation of the 106 South Harwood Building for additional services to design the replacement of the low-slope on the building; and,

WHEREAS, on January 23, 2012, Administrative Action No. 12-0249 authorized Supplemental Agreement No. 4 to the professional services contract with Conley Group, Inc. for design services for the exterior renovation of the 106 South Harwood Building for additional services to investigate the extent of structural damages to the concrete basement ceiling located under Main Street and Commerce Street due to water infiltration; and,

WHEREAS, on October 23, 2013, Resolution No. 13-1845 authorized Supplemental Agreement No. 5 to the professional services contract with Conley Group, Inc. for design services for the exterior renovation of the 106 South Harwood Building for additional services including asbestos abatement specifications related to interior demolition; and,

WHEREAS, on January 14, 2015, Resolution No. 15-0118 authorized the construction contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building located at 106 South Harwood Street in the amount of \$11,166,285.20; and,

WHEREAS, on June 17, 2015, Resolution No. 15-1166 authorized Change Order No. 1 to the construction contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building located at 106 South Harwood Street in the amount of \$152,732.93, from \$11,166,285.20 to \$11,319,018.13; and,

December 14, 2016

WHEREAS, on November 10, 2015, Resolution No. 15-2086 authorized Change Order No. 2 to the construction contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building located at 106 South Harwood Street in the amount of \$784,283.11, from \$11,319,018.13 to \$12,103,301.24; and,

WHEREAS, on April 27, 2016, Resolution No. 16-0645 authorized Change Order No. 3 to the construction contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building located at 106 South Harwood Street in the amount of \$1,062,968.05, from \$12,103,301.24 to \$13,166,269.29; and,

WHEREAS, it is now necessary to authorize Change Order No. 4, increasing the construction services contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building in the amount of \$523,743.87, from \$13,166,269.29 to \$13,690,013.16.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute Change Order No. 4 to the construction services contract with Phoenix 1 Restoration and Construction, Ltd. for the renovation of the Old Municipal Building in the amount of \$523,743.87, from \$13,166,269.29 to \$13,690,013.16.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

1998 Bond Funds

Fund 1P60, Dept. EBS, Unit N924, Act. MMCF

Obj. 4310, Program No. PB98N924, CT No. PBW98N924D1

Vendor No. VC0000003594 in an amount not to exceed \$82,926.34

1998 Bond Funds

Fund 0P60, Dept. EBS, Unit N924, Act. MMCF

Obj. 4310, Program No. PB98N924, CT No. PBW98N924D1

Vendor No. VC0000003594 in an amount not to exceed \$22,073.66

December 14, 2016

Section 3. (Continued)

Public/Private Partnership Fund	
Fund 0352, Dept. ECO, Unit P311, Act. PPPF	
Obj. 4310, Program No. PB98N924, CT No. PBW98N924D1	
Vendor No. VC0000003594 in an amount not to exceed	<u>\$418,743.87</u>
Total amount not to exceed	\$523,743.87

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

KEY FOCUS AREA: E-Gov
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Fair Housing
CMO: A. C. Gonzalez, 670-3297
MAPSCO: N/A

SUBJECT

Authorize **(1)** the City of Dallas to serve as lead agency with responsibility to coordinate regional efforts with the U.S. Department of Housing and Urban Development (HUD) and all necessary entities to successfully complete a Regional Assessment of Fair Housing (RAFH); **(2)** a Memorandum of Understanding (MOU) between the City of Dallas and other HUD entitlement jurisdictions participating in the regional effort; **(3)** an Interlocal Agreement with the University of Texas at Arlington (UTA) to provide consulting work associated with development of the RAFH at a cost not to exceed \$734,430 for the base scope of work for the period December 15, 2016 through January 15, 2018; **(4)** an increase in appropriations in the amount of \$490,227, from \$10,235,231 to \$10,725,458 in Management Services budget; and **(5)** the receipt and deposit of revenue in the amount of \$490,227 from participating jurisdictions who have agreed to enter into the Memorandum of Understanding and pay their pro-rata share of the cost of the RAFH (list attached) - Not to exceed \$734,430 - Financing: Current Funds (\$690,227) (partially offset by revenue from participating jurisdictions in the amount of \$490,227) and FY 2016-17 Community Development Block Grant Funds (\$44,203)

BACKGROUND

In July of 2015, the U.S. Department of Housing and Urban Development issued a new rule which requires jurisdictions that receive federal entitlement funds to conduct an Assessment of Fair Housing (AFH) prior to the development of the jurisdiction's 5 Year Consolidated Plan. The City of Dallas' 5 Year Consolidated Plan is due to HUD in August of 2018. Per HUD regulations, the AFH must be completed and submitted to HUD by January of 2018. HUD encourages jurisdictions in the same region to collaborate and develop a Regional AFH. Under the Voluntary Compliance Agreement with HUD, the City of Dallas agreed to make efforts to develop a regional housing plan. The City of Dallas has held Regional Fair Housing Symposiums in 2014, 2015, and 2016 to raise awareness of housing issues and the need to work as a region.

BACKGROUND (Continued)

Additionally, the City of Dallas has participated in a working group of regional partners since January of 2016 to identify and focus attention on developing a Regional Assessment of Fair Housing. The scope of work entails data collection and fair housing analysis; community participation; and development of goals and priorities. To date, entitlement jurisdictions participating in the regional effort include: City of Irving, City of Garland, City of Plano, City of Frisco, City of McKinney, City of Denton, Dallas Housing Authority, Dallas County Housing Authority, Fort Worth Housing Solutions, Plano Housing Authority, Garland Housing Authority, McKinney Housing Authority, Denton Housing Authority, Frisco Housing Authority, Greenville Housing Authority, Waxahachie Housing Authority, Cleburne Housing Authority, Ferris Housing Authority, Grandview Housing Authority, Ennis Housing Authority, and Royse City Housing Authority.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Housing Committee was briefed on the Regional Assessment of Fair Housing on October 17, 2016.

The Community Development Commission was briefed on the Regional Assessment of Fair Housing on November 3, 2016.

FISCAL INFORMATION

\$690,227 - Current Funds (partially offset by revenue from participating jurisdictions in the amount of \$490,227)

\$ 44,203 - FY 2016-17 Community Development Block Grant Funds

Regional Assessment of Fair Housing Study

<u>Organization</u>	<u>Revenue Amount</u>
City of Plano	\$ 6,961.00
City of Garland	\$ 10,844.00
City of McKinney	\$ 4,231.00
City of Denton	\$ 5,278.00
City of Frisco	\$ 2,793.00
City of Irving	\$ 11,769.00
Dallas Housing Authority	\$ 150,000.00
Dallas County Housing Authority	\$ 80,750.00
Fort Worth Housing Authority	\$ 92,993.00
Plano Housing Authority	\$ 18,213.00
Garland Housing Authority	\$ 32,171.00
McKinney Housing Authority	\$ 5,074.00
Denton Housing Authority	\$ 31,583.00
Frisco Housing Authority	\$ 1,008.00
Greenville Housing Authority	\$ 16,017.00
Waxahachie Housing Authority	\$ 4,830.00
Cleburne Housing Authority	\$ 5,716.00
Ferris Housing Authority	\$ 1,419.00
Grandview Housing Authority	\$ 1,737.00
Ennis Housing Authority	\$ 4,997.00
Royce City Housing Authority	<u>\$ 1,843.00</u>
Total	\$ 490,227.00

December 14, 2016

WHEREAS, the U. S. Department of Housing and Urban Development issued its new rule on Affirmatively Furthering Fair Housing in July of 2015; and,

WHEREAS, HUD'S new rule requires each entitlement jurisdiction that receives federal funds to conduct an Assessment of Fair Housing prior to the development of the 5 Year Consolidated Plan; and,

WHEREAS, HUD encourages regional collaboration between entities in the same region to develop a Regional Assessment of Fair Housing; and,

WHEREAS, the City of Dallas has agreed to serve as lead agency in a collaboration of HUD entitlement jurisdictions; and,

WHEREAS, the University of Texas at Arlington has agreed to enter into an Interlocal Agreement to conduct the study at a cost of \$734,430; and,

WHEREAS, the City of Dallas has agreed to pay an amount not to exceed \$244,203 for its share of the costs to conduct the study; and,

WHEREAS, entities that are participating have agreed to enter into a Memorandum of Understanding and pay their pro-rata share of the cost of the study.

NOW, THEREFORE,

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

Section 1. That the City of Dallas is authorized to serve as lead agency to develop a Regional Assessment of Fair Housing in collaboration with other entitlement jurisdictions in the North Texas Region.

Section 2. That the City Manager is authorized to enter into a Memorandum of Understanding with other HUD entitlement jurisdictions in the region to develop a Regional Assessment of Fair Housing.

Section 3. That the Chief Financial Officer is hereby authorized to receive and deposit revenue from participating jurisdictions who have agreed to enter into the Memorandum of Understanding and pay their pro-rata share of the cost of the RAFH in Fund 0001, Department MGT, Unit 1119, Revenue Source Code 6535, in the amount of \$490,227.

Section 4. That the City Manager is hereby authorized to increase appropriations in Fund 0001, Department MGT, Unit 1119, Object Code 3070, in the amount of \$490,227 for the Regional Assessment of Fair Housing study.

December 14, 2016

Section 5. That the City Manager is hereby authorized to execute an Interlocal Agreement in the amount of \$734,430 with the University of Texas at Arlington to conduct the Regional RAFH.

Section 6. That the Chief Financial Officer is hereby authorized to disburse funds to the University of Texas at Arlington (Vendor #: 520524) in an amount not to exceed \$734,430 from the following appropriations:

<u>Fund</u>	<u>Department</u>	<u>Unit</u>	<u>Object</u>	<u>Amount</u>	<u>Encumbrance</u>
0001	MGT	1119	3070	\$690,227	FHO1119C002
CD16	MGT	502A	3070	\$ 44,203	FHO1119C002

Section 7. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): 7
DEPARTMENT: Housing/Community Services
CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611
MAPSCO: 47N

SUBJECT

Authorize an amendment to Resolution No. 08-3056, previously approved on November 10, 2008, for the Loan Agreement between Carpenter’s Point, L.P., a Texas limited partnership, and the City of Dallas to: **(1)** allow for refinancing of the developer’s first lien loan from \$2.1M to \$3.3M for the Carpenter’s Point Senior Apartments project, located at 4645 Dolphin Road, and to maintain the City’s subordinated position; **(2)** accept partial payment of \$247,361 in principle and interest toward the City’s current loan balance of \$995,479 for the seven and a half year period that has lapsed; and **(3)** amend the terms of the loan to **(a)** a new loan balance of \$745,041; **(b)** include an annual accrued interest payment of \$7,450 paid from available cash flow, due each January 15th, beginning January 15, 2018 through the term of the loan, January 15, 2040; and **(c)** at the time of closing, increase the replacement reserves by \$110,000 from \$140,000 to \$250,000 to be maintained through the life of the loan - Financing: No cost consideration to the City

BACKGROUND

This item is being added to the addendum due to legal deadlines before the next available agenda.

In September 2016, the City received a request from Carpenter’s Point, LP to refinance the first lien of \$2.1M to \$3.3M to allow for a lower interest rate from approximately 8% to 3%. With an increase in the first lien requested, the City’s consideration for the refinance includes the lower interest rate, a payoff to the City in the amount of \$247,360.58, an annual accrued interest payment from available cash flow, and increased replacement reserves by \$110,000.

In 2008, the City Council approved a loan for \$928,473 with a one percent (1%) interest rate from HOME funds for pre-development soft costs, the Texas Department of Housing and Community Affairs tax credit commitment fee and partial funding of hard construction costs with the Carpenter’s Point, L.P.

BACKGROUND (continued)

The loan currently has an interest accrual and balloon payment for March 2040. The property is currently valued on the tax rolls for \$3.6M, and was recently appraised for approximately \$8M.

The project received State of Texas tax credits in 2010. The Texas Department of Housing and Community Affairs (TDHCA) has approved this refinance.

One hundred percent of the units are rented to low-to-moderate income senior households with incomes at or below 60% of the Dallas County AMFI with a 20% set aside for households with incomes at or below 50% AMFI at affordable rents and comply with all applicable federal regulations and is currently utilizing project-based Section 8 vouchers. The affordability period remains in effect until 2040.

City Council approval of this item will authorize the City Manager to execute (1) an amendment to the loan documents with Carpenter's Point, LP; and (2) a subordination of the City's lien to the new senior lender's loan.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 10, 2008, City Council approved a development loan in the amount of \$928,473 with a one percent (1%) interest rate with Carpenter's Point, LP, by Resolution No. 08-3056.

Information about this item was provided to the Housing Committee on December 5, 2016.

FISCAL INFORMATION

No cost consideration to the City

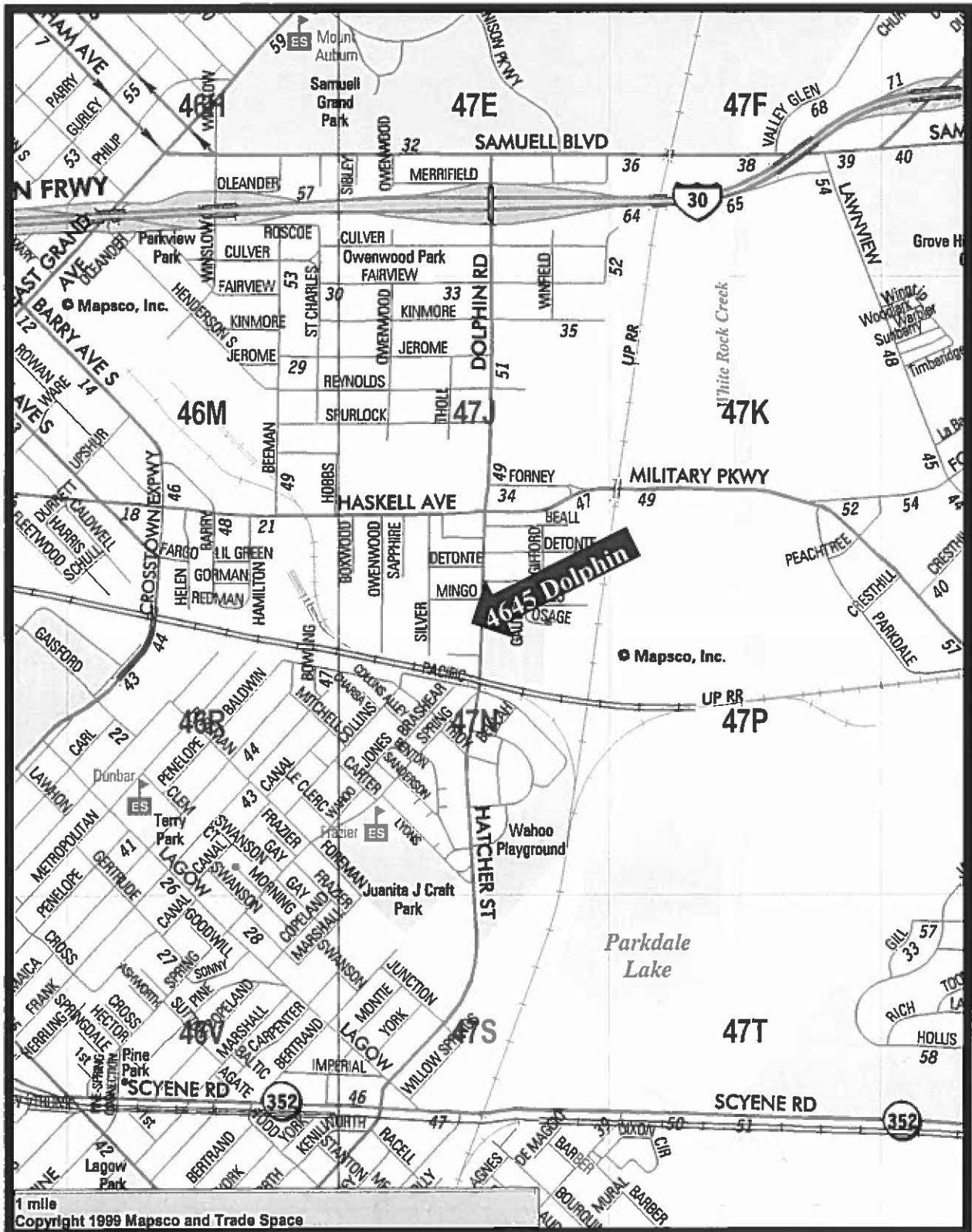
OWNER/DEVELOPER

Carpenter's Point, LP

George King, Limited Partner

MAP

Attached



MAPSCO 47N

December 14, 2016

WHEREAS, the City of Dallas seeks to preserve decent affordable housing and a suitable living environment; and

WHEREAS, on November 10, 2008, City Council approved a development loan in the amount of \$928,473 with a one percent (1%) interest rate with Carpenter's Point, LP, by Resolution No. 08-3056; **NOW, THEREFORE**,

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

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to amend the agreement with Carpenter's Point, L.P. to **(1)** allow for refinancing of the developer's first lien loan from \$2.1M to \$3.3M for the Carpenter's Point Senior Apartments project, located at 4645 Dolphin Road, and to maintain the City's subordinated position; **(2)** accept partial payment of \$247,361 in principle and interest toward the City's current loan balance of \$995,479 for the seven and a half year period that has lapsed; and **(3)** amend the terms of the loan to **(a)** a new loan balance of \$745,041; **(b)** include an annual accrued interest payment of \$7,450 paid from available cash flow, due each January 15th, beginning January 15, 2018 through the term of the loan, January 15, 2040; and **(c)** at the time of closing, increase the replacement reserves by \$110,000 from \$140,000 to \$250,000 to be maintained through the life of the loan.

Section 2. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the loans, until such time as the loan documents are duly approved by all parties and executed.

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

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Housing/Community Services
CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611
MAPSCO: N/A

SUBJECT

Authorize an amendment to Resolution No. 10-0498, previously approved on February 10, 2010, for multifamily projects seeking City of Dallas support for Housing Tax Credit financing to include the Housing Placement Policy and to ensure the projects affirmatively further fair housing - Financing: No cost consideration to the City

BACKGROUND

This item is being added to the addendum based on Council Committee action.

On October 8, 2003, the Dallas City Council approved a set of criteria to be considered during deliberation on multifamily applications for Dallas Housing Finance Corporation tax-exempt mortgage revenue bond financing. On September 25, 2004, the City Council extended the use of those criteria to deliberation of multifamily applications for Texas Department of Housing and Community Affairs (TDHCA) allocation of low income housing tax credits that require City Council approval. On December 8, 2004, the Dallas City Council approved an amendment to the review criteria that would be applied to future applications for tax-exempt bond or low income housing tax credit projects in which such financing is subject to City of Dallas approval.

Inclusive Communities Project (ICP) sued TDHCA in 2008 arguing that the agency's allocation of LIHTCs in Dallas resulted in a disparate impact on African-American residents under the Fair Housing Act. ICP alleged that TDHCA was disproportionately approving LIHTC projects in minority concentrated neighborhoods in Dallas and disproportionately disapproving them in predominantly Caucasian neighborhoods. Per ICP, this created a concentration of low income units in minority areas, a lack of units in other areas, and maintained and perpetuated segregation housing patterns.

BACKGROUND (continued)

On June 25, 2015, the Supreme Court ruled that disparate impact claims are cognizable under the Fair Housing Act, and upheld the 2013 HUD regulations regarding burdens of proof in disparate impact cases. The response from TDHCA was to change its allocation plan to avoid placement of units in low income minority areas. Under the Voluntary Compliance Agreement (VCA) signed by the Department of Housing and Urban Development, the City agreed to encourage the development of affordable housing and choices throughout the City.

TDHCA asks for the Governing Body to provide the following approvals for any proposed project located within the boundaries of the jurisdiction (a) when the number of tax credit units previously approved exceeds two times the state average; (b) when projects involving new construction or adaptive reuse are located less than a mile from another project funded within the prior 3 years and serving the same type of household; (c) when a proposed project is to be located in a census tract that has more than 30% Housing Tax Credit Units per total households in the census tract; (d) Concerted Revitalization Plans (CRP) and the significant contribution of a project in a CRP area; (e) formal resolutions of “support” or “no objection” from the City Council; (f) provide gap funding for projects that meet the City Council goals & objectives; and (g) zoning confirmation.

City Council approval of this item will authorize the City Manager to execute an amendment to Resolution No. 10-0498, approved by City Council on February 10, 2010 for multifamily project applications seeking City of Dallas support for Housing Tax Credit financing to include the Housing Placement Policy and to ensure the projects affirmatively further fair housing. (See Attachment)

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 8, 2003, City Council authorized review criteria for consideration of multifamily project applications for Dallas Housing Finance Corporation tax-exempt mortgage revenue bond financing by Resolution No. 03-2754.

On February 25, 2004, City Council authorized the use of the DHFC bond project review criteria on multifamily project applications for TDHCA low income housing tax credits that are subject to City of Dallas approval by Resolution No. 04-0764.

On December 8, 2004, City Council authorized the amendment for the project review criteria on multifamily project applications for DHFC proposed tax-exempt bond projects and TDHCA low income housing tax credit projects that require Dallas City Council approval by Resolution No. 04-3473.

On February 10, 2010, City Council authorized the amendment for the project review criteria on multifamily project applications for DHFC proposed tax-exempt bond projects and TDHCA low income housing tax credit projects, by Resolution No. 10-0498.

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

Information about this item was provided to the Housing Committee on December 5, 2016.

FISCAL INFORMATION

No cost consideration to the City

December 14, 2016

WHEREAS, on October 8, 2003, City Council approved project specific review criteria for consideration of tax-exempt mortgage revenue bond projects proposed by the Dallas Housing Finance Corporation (DHFC), by Resolution No. 03-2754; and

WHEREAS, on February 25, 2004, City Council extended the October 8, 2003 DHFC project review criteria to tax credit projects proposed by the TDHCA that are subject to Dallas City Council approval, by Resolution No. 04-0764; and

WHEREAS, on February 10, 2010, City Council authorized the amendment for the project review criteria on multifamily project applications for DHFC proposed tax-exempt bond projects and TDHCA low income housing tax credit projects, by Resolution No. 10-0498; and

WHEREAS, under the Texas Department of Housing and Community Affairs (TDHCA) rules Qualified Allocation Plan and Rules (QAP), if a proposed development is located in a municipality that has more than twice the State average of units per capita supported by Low Income Housing Tax Credits or Private Activity Bonds, the applicant must obtain prior approval of the development from the governing body of the municipality; and

WHEREAS, City Council desires to amend the multifamily development project policy for developers seeking City of Dallas support for Housing Tax Credit financing; **NOW, THEREFORE**,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to amend Resolution No. 10-0498, previously approved on February 10, 2010, for multifamily project applications seeking City of Dallas support for Housing Tax Credit financing to include the Housing Placement Policy and to ensure the projects affirmatively further fair housing.

Section 2. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the loans, until such time as the loan documents are duly approved by all parties and executed.

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

ATTACHMENT A

Tax-Exempt Mortgage Revenue Bond and Low Income Housing Tax Credit Projects Multifamily Project Review Criteria

In determining whether to grant tax-exempt bond financing or approve an allocation of low income housing tax credits for any multifamily project, including senior, disabled or family projects, the City Council and, where appropriate, the Dallas Housing Finance Corporation, shall evaluate whether the proposed project is in the best interest of the City of Dallas. The decision will be evaluated based upon the following factors. No single factor is determinative or controlling.

1. Where the proposed project fits within the City's priorities which follow in order of priority:
 - a. Demolition and reconstruction of an existing substandard multifamily development;
 - b. Rehabilitation of an existing multifamily development;
 - c. New construction of housing for special needs such as senior households, AIDS or other disabilities, including housing for the homeless, youth projects on an individual basis; or
 - d. New construction of housing for low and moderate income households with priority given to Master Planned Developments, Mixed Income Developments and Transit Developments.

2. Multifamily rental units seeking to be developed as new construction using housing tax credits shall not receive City support. Including a resolution of "no objection" unless they are in census tracts meeting all of the criteria for "High Opportunity Areas".

High Opportunity Areas defined as:

- Dallas census tracts with less than 15% poverty rate; and
- In the attendance zone of an elementary school that has a state accountability rating of "Met Standard" from the Texas Education Agency

Multifamily rentals units seeking to be developed as a rehabilitation project using housing tax credits shall be considered city wide, subject to the City's obligations to affirmatively further fair housing and uphold the Fair Housing Act, and shall not receive City support, including a resolution of "no objection" without proposed increased capital improvements, investment, and maintenance.

Allow support of HTC projects if located in census tracts covered by an approved and funded Concerted Revitalization Plan (CRP).

3. Whether the City has already provided, or committed to provide, direct financial assistance to the project.
4. Whether the project involves the elimination of slum or blight already existing on the subject property.
5. Whether the site has appropriate zoning for the project.
6. The proximity and capabilities of nearby schools, and comments of school district officials regarding the project.
7. The comments of owners and residents of properties located in the surrounding area at a public meeting held in the community in which the project will be located, attended by City of Dallas or Dallas Housing Finance Corporation representatives.
8. Whether there is already an over-concentration of multifamily development in the surrounding area. Each project considered shall be evaluated by the Office of Fair Housing to ensure the project affirmatively furthers fair housing and otherwise complies with the City's obligation under the Fair Housing Act.
8. Whether the applicant has agreed to incorporate appropriate safety and security features into the project.
9. Whether the applicant has responded to and/or plans to address the lawful concerns, if any, raised by residents or owners of properties in the surrounding area.
10. Whether the proposed project will be of high quality.
11. Whether the applicant has taken into consideration, in the project design, the standard or specialized needs of expected tenants.
12. Whether the proposed project will have an adverse effect on the surrounding area.
13. Whether the project is compatible with existing or anticipated single-family developments in the surrounding area.
14. Whether the project is compatible with existing or anticipated uses allowed under current or anticipated zoning in the surrounding area.

15. Whether the estimated parking demand and trip generation for the project will impose an undue burden on public facilities.
16. Whether the current and probable future capacities of adjacent and nearby streets on the City's thoroughfare plan are adequate to address any anticipated changes caused by the project.
17. Whether there is existing or proposed adequate public transit available.
18. Whether the location, density and height of the buildings, structures, and equipment will be detrimental or injurious to future development of the surrounding area or otherwise impose an undue burden on public facilities.
19. Whether trees will be planted or protected and other landscaping provided to create, preserve, and enhance the natural beauty and vegetative space in the vicinity of the project.
20. Whether managers of the project will reside on site.
21. Whether the Applicant has demonstrated the financial capacity to complete and operate the project.
22. Whether the proposed project's rental market has the ability to absorb the proposed additional rental units.
23. If two or more new projects are proposed within ~~a mile~~ two miles of each other, whether either or any of the projects:
 - a. Contributes to the rehabilitation or elimination of substandard housing;
 - b. Provides a significantly lower density of units per acre; or
 - c. Provides revenues for the creation or support of additional affordable housing.
24. Whether the Applicant has presented a suitable development plan for the entire development site, including property acquired by the Applicant in excess of that to be developed specifically for the project.
25. Whether there exists any other factor relevant to the issue of whether the project is in the best interest of the City of Dallas.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): 2
DEPARTMENT: Housing/Community Services
CMO: Alan Sims, Chief of Neighborhood Plus, 670-1611
MAPSCO: 46A

SUBJECT

Authorize an amendment to the Loan Agreement between LifeNet Community Behavioral Healthcare, or its wholly owned subsidiary, and the City of Dallas to **(1)** consent to the sale of the property located at 4515 Live Oak Street to RP Wales Hotel Partnership; **(2)** allow RP Wales Hotel Partnership to assume the City's loan with LifeNet Community Behavioral Healthcare; **(3)** amend the Loan Agreement to require certain repairs to the property and amend reserve contributions by the purchaser; and **(4)** authorize subordination of the City's lien, as amended and assumed, to the new senior lender, Happy State Bank or other lender approved by the City - Financing: No cost consideration to the City

BACKGROUND

This item is being added to the addendum due to legal deadlines before the next available agenda.

Built in 1927 and located at 4515 Live Oak Street, the Prince of Wales apartments offer 63 permanent supportive housing units. In 1993, the City of Dallas provided a loan in the amount of \$768,000 to Prince of Wales Partnership, LTD with a 2% interest rate per year and a maturity date of December 31, 2013 which was to be repaid as any income was realized by the owners. The loan was for rehabilitation of the property and subordinate to Texas Commerce Bank, N.A., the first lien holder. The project also received Housing Tax Credits from the Texas Department of Housing and Community Affairs.

On May 25, 2011, by Resolution No. 11-1391, City Council approved the sale of the complex to LifeNet Community Behavioral Healthcare, allowed the assumption of the City's lien on the property, and changed the terms of the loan to a forgivable loan with 0% interest with an affordability period through December 31, 2029. The loan is being forgiven monthly based on compliance. The City subordinated its original note, as amended and assumed, to the seller-financed senior loan in the amount of \$700,000.

BACKGROUND (continued)

LifeNet has requested that the City consent to the sale of the property to RP Wales Hotel Partnership. The sales price is \$825,000 with a new first lien amount of \$773,200 from Happy State Bank or other lender approved by the City. The existing \$700,000.00 senior loan will be paid off at closing. As consideration for the subordination, the buyer agreed to provide improvements to the property including: roof replacement, central kitchen updates, landscaping, security, and exterior lighting enhancements. RP Wales Hotel Partnership will also contribute \$3,300 per month into replacement reserves up to \$100,000 to be held by the first lender.

Metro Care is the current service provider for clients being served at the site. The new owner has agreed to continue utilizing Metro Care through the loan period. RP Wales Hotel Partnership will assume all other terms. The new owner will not be required any additional reserve amounts or be required to apply for future tax credits.

City Council approval of this item will authorize the City Manager to execute (1) an amendment to and assumption of the loan documents by RP Wales Hotel Partnership; and (2) a subordination of the City’s lien, as amended and assumed, to the new senior lender’s loan.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 25, 2011, City Council approved a development loan with LifeNet Community Behavioral Healthcare, by Resolution No. 11-1391.

Information about this item was provided to the Housing Committee on December 5, 2016.

FISCAL INFORMATION

No cost consideration to the City

OWNER(S)

LifeNet Community Behavioral Healthcare, Inc.

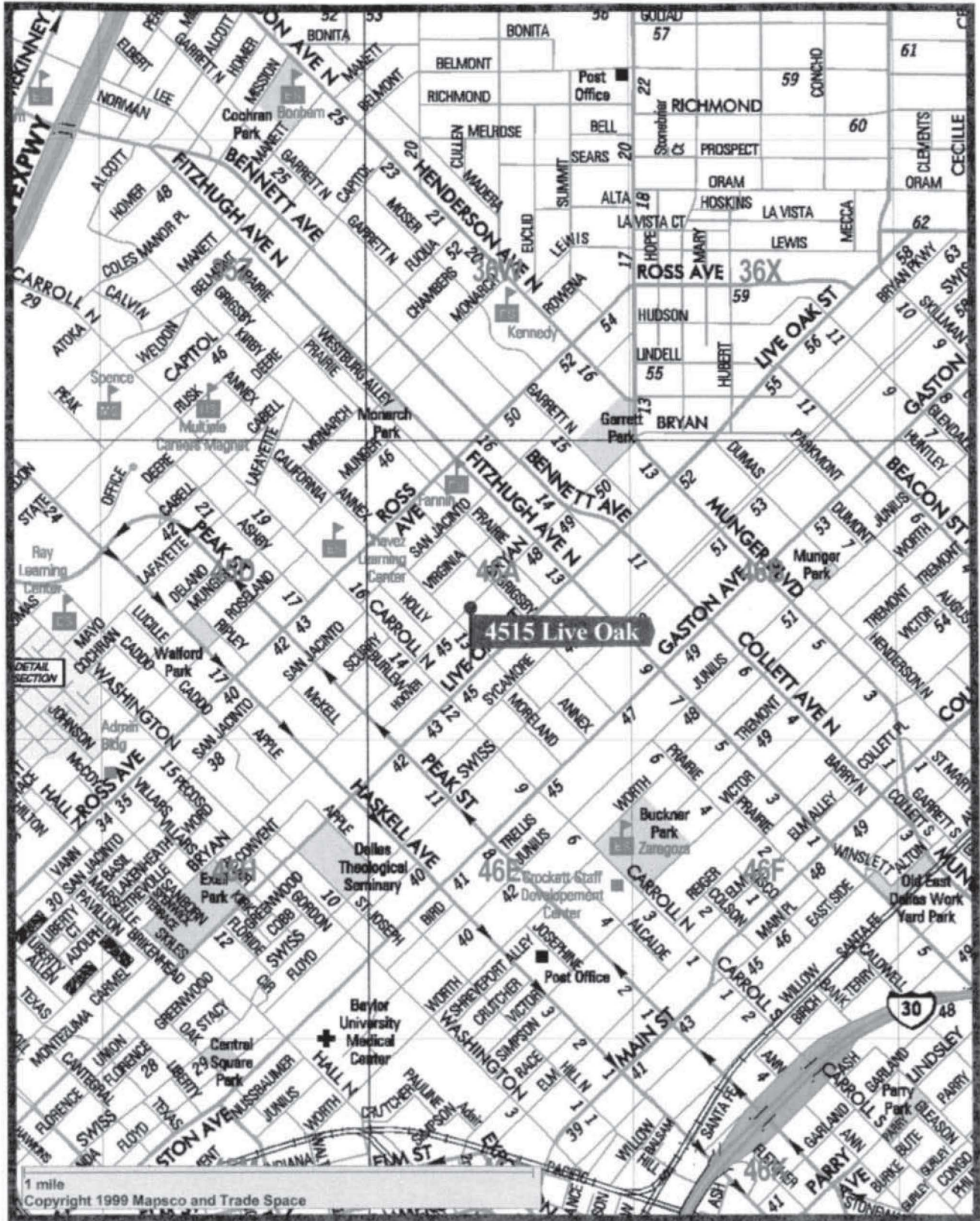
Kyle Munson, Chief Financial Officer

PURCHASER

RP Wales Hotel Partnership

Ryan Patterson
Director of Business Development

Andrew Ramler, Director



MAPSCO 46A

December 14, 2016

WHEREAS, the City of Dallas seeks to maintain the supply of permanent supportive housing for the Continuum of Care for homeless persons; and

WHEREAS, on November 8, 2005, City of Dallas residents approved Proposition No. 14 authorizing the issuance of general obligation bonds in the aggregate principal amount of \$23,800,000 for Homeless Assistance Facilities, including housing facilities for the homeless; and

WHEREAS, the Prince of Wales Apartment project located at 4515 Live Oak Street currently serves as a permanent supportive housing facility; and

WHEREAS, on May 25, 2011, City Council approved a development loan with LifeNet Community Behavioral Healthcare, by Resolution No. 11-1391; and

WHEREAS, RP Wales Hotel Partnership wishes to purchase the property to continue to offer permanent supportive housing; and

WHEREAS, RP Wales Hotel Partnership has requested to assume the seller's obligations under the City's existing loan, and has also requested that the City subordinate its lien to a new first lienholder, Happy State Bank or other lender approved by the City;

NOW, THEREFORE,

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

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, is authorized to amend the Loan Agreement between LifeNet Community Behavioral Healthcare, or its wholly owned subsidiary, and the City of Dallas to **(1)** consent to the sale of the property located at 4515 Live Oak Street to RP Wales Hotel Partnership; **(2)** allow RP Wales Hotel Partnership to assume the City's loan with LifeNet Community Behavioral Healthcare; **(3)** amend the Loan Agreement to require certain repairs to the property and amend reserve contributions by the purchaser; and **(4)** authorize subordination of the City's lien, as amended and assumed, to the new senior lender, Happy State Bank or other lender approved by the City.

SECTION 2. The terms of the transaction include:

- (a) Purchaser must execute an assumption agreement for the City's existing loan.
- (b) Purchaser will make capital improvements upon purchase to include roof replacement, central kitchen updates, landscaping, security, and exterior lighting enhancements.

December 14, 2016

- (c) Purchaser will contribute \$3,300 per month into reserves up to \$100,000 to be held by Happy State Bank or other lender approved by the City.
- (d) Purchaser will provide financials annually to City.
- (e) Purchaser will provide monthly occupancy reports to City.
- (f) Purchaser will execute a Memorandum of Understanding with Metrocare to provide social services.
- (g) The City will subordinate first lien position to the senior lender.
- (h) Purchaser will continue to comply with City's existing deed restrictions, through December 31, 2029.

SECTION 3. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the transaction, until such time as the documents are duly approved by all parties and executed.

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

KEY FOCUS AREA: E-Gov
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Human Resources
CMO: A. C. Gonzalez, 670-3302
MAPSCO: N/A

SUBJECT

Authorize **(1)** approval of the proposed plan design changes effective January 1, 2017; **(2)** approval of the proposed health coverage contribution and premium rates; **(3)** a Master Plan Document that includes all of the separate health benefit plans for City employees and their families including the cafeteria plan, health plans, dental and vision plans; and **(4)** a Master Plan Document that includes all of the separate health benefit plans for retirees and their families including the self-insured health plans, insured Medicare Supplement Plans, Medicare Advantage Plans, Prescription Drug Plans, dental and vision - Total cost based on the number of employee/retiree participants in the plan - Financing: Employee Benefits Current Funds (subject to appropriations)

BACKGROUND

The City of Dallas Health Benefits Plan provides both self-funded and fully-insured medical plans to its plan members (active employees, retirees and their eligible dependents). The Plan provides health coverage to approximately 26,664 employees, retirees and their dependents. The employee and retiree Master Plans govern the administration of both the self-insured and fully-insured medical plans for the plan members (employees and retirees).

In 2017, the City will offer two in-network plans. The plans include the Exclusive Provider Organization (EPO) 75/25 Plan with a Health Reimbursement Account (HRA) and the 70/30 High EPO Plan with a \$3,000 medical deductible and a separate pharmacy deductible of \$750. Members enrolled in the HRA Plan with “member only” coverage will receive a \$700 allocation, while members who cover one or more dependents will receive a \$1,700 allocation. Health Reimbursement Account participants have an opportunity to earn an additional \$300 towards their HRA allocation by accumulating 250 Points. The Points are awarded for wellness activities that employees participated in throughout the year. Any unused HRA allocation balances can be rolled over from year-to-year up to a maximum of \$6,000.

BACKGROUND (Continued)

Employees and Retirees enrolled in the self-funded medical plans who are Tobacco Users will continue to experience an addition to the monthly premium of \$20 per month. Participants will be asked to attest whether they are a tobacco user. Participants who attest to being a tobacco user will be eligible to participate in \$240 worth of nicotine replacement therapy at no cost.

The Benefits Reward Program will continue to reward participants with points for things such as taking an annual physical, completing a health assessment, exercising in a fitness center, attending educational seminars or completing an online coaching program. Through implementing the additional wellness programming, the City has noted an increase in the engagement and level of participation of City employees in wellness activities.

The 2017 Master Plan for employees defines the City's health coverage for the self-insured Exclusive Provider Organization (EPO), third-party administered employee/benefits plans. The EPO plans are provided to active employees and their eligible dependents. Since the City's health plan is a Section 125 Plan, employees have the ability to have payroll deductions for their medical care, vision coverage, and dental coverage made on a pre-tax basis.

The 2017 Master Plan for retirees defines the City's health coverage for the self-insured pre-65 health plans which are administered by a third party and for fully-insured Medicare Supplement, Medicare Advantage and Medicare Part D Prescription plans. The fully-insured Medicare Supplement, Medicare HMO and Medicare Part D plans are provided to certain Medicare eligible retirees and their eligible dependents.

An Enhanced Benefit Tier will continue to provide improved benefits to employees by paying 90% coinsurance for facility charges for certain procedures performed at Baylor and Methodist facilities, with additional discounts from local major health systems. The facilities included are: Acute Care Hospitals, Surgery Centers, Free Standing Emergency rooms, Rehabilitation Hospitals, and Freestanding Imaging centers. No physician or professional contracts are included.

Concentra's on-site medical clinic will also continue to provide primary care and preventive services to all employees and their dependents and to pre-65 retirees enrolled in the City's health plan and their dependents. Services are free to all plan members and a minimum fee or co-pay will be charged to employees who are non-plan members and choose to utilize Concentra's city clinic medical clinic. Employees and retirees, who are enrolled in the City's self-insured plan, have the option of utilizing Concentra's additional 15 DFW metropolitan locations. There is a small copayment of \$25 or \$35 depending on plan, for people who utilize offsite facilities. These plans will be effective for a twelve (12) month period from January 1, 2017 through December 31, 2017.

BACKGROUND (Continued)

2017 Plan Changes

The following plans are being recommended to City Council for implementation for the 2017 plan year:

The health plan, flexible spending and COBRA will be managed by Cigna in 2017.

The health plan changes are as follows:

- \$250 emergency room copayment for both medical plans
- A revised wellness program will be effective January 1, 2017
- Cigna will cover gender reassignment surgery as a standard option when medically necessary.

CVS/Caremark will continue to administer the pharmacy program

Davis Vision will provide vision coverage in 2017. The plan changes are as follows:

- The City will offer one plan in 2017 instead of the two plans currently offered
- The eyeglass frame allowance will increase from \$130 to \$140
- Free frames are available (except Maui Jim) at Visionworks locations up to a value of \$195
- In 2017, participants will have the ability to get new glasses annually, in comparison to the current plan benefit which allows for frames every other year

MetLife will provide the dental plans for 2017. The plan changes are as follows:

- The City will offer two dental plans in 2017 to include a Dental HMO Plan and a Dental PPO Plan
- The annual calendar year maximum for the Dental PPO will increase from \$1,000 per person to \$1,750 per person
- The Dental PPO will now include orthodontia coverage for adults and children

Premium Increase

- \$25 monthly premium increase to employees that cover a spouse or domestic partner to the self-funded medical plans
- \$50 monthly premium increase to retiree only coverage
- \$60 monthly increase to retirees that cover dependents to include children or a spouse
- \$100 monthly increase to spousal coverage

Plan Costs

See attached Enrollment Guides for 2017 contribution rates for employees and retirees.

BACKGROUND (Continued)

Voluntary Benefits Administration

In 2017, Voluntary Benefits will continue to be administered by Homeland Healthcare.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized adoption of the 2005 Employee and Retiree Health Benefit Plans on October 13, 2004, by Resolution No. 04-2985.

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

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

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

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

Authorized adoption of the 2010 Employee and Retiree Health Benefit Plans on October 14, 2009, by Resolution No. 09-2566.

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

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

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

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

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

Authorized adoption of the 2015 Employee and Retiree Health Benefit Plan on December 10, 2014, by Resolution No. 14-2195.

Authorized adoption of the 2016 Employee and Retiree Health Benefit Plan on June 17, 2015, by Resolution No. 15-1238.

FISCAL INFORMATION

Total cost based on the number of employee/retiree participants in the plan

Employee Benefits Current Funds (subject to appropriations)

December 14, 2016

WHEREAS, the City of Dallas desires to continue the self-funded Exclusive Provider Organizations, third-party administered employee and retiree health benefits plan and the pharmacy benefits program for active employees, retirees, and their eligible dependents for the 2017 Benefit Plan Year; and

WHEREAS, the 2017 Employee and Retiree Health Benefits Plans (self-funded Preferred Provider Organizations and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D Prescription plans) and the Section 125 Plan are necessary to support the City of Dallas' Employee and Retiree Health Benefits plans; and

WHEREAS, the City of Dallas desires to change the employees and retirees contribution per the attached Enrollment Guides; and

WHEREAS, the City of Dallas desires to adopt the 2017 Plan Changes and to offer two EPO Plans, vision, dental, two flexible spending account plans and employee assistance program; and

WHEREAS, the City of Dallas desires the administration of the medical and flexible spending account services to be provided by Cigna Health and Life Insurance Company, the dental plan to be provided by Metlife, the vision plan to be provided by Davis Vision and administration of pharmacy services to be provided by CVS/Caremark for these offerings to be performed to commence on January 1, 2017 through December 31, 2017; and

WHEREAS, the City of Dallas desires to continue the self-insured Exclusive Provider Organizations, and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D Prescription plans, third-party administered employee and retiree benefits plans for active employees, retirees, and their eligible dependents for the 2017 Plan Year provided by Cigna; and

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

WHEREAS, the City of Dallas desires to adopt the retiree 2017 Master Plan (self-funded Exclusive Provider Organizations and the 2017 retiree Master Plan to include self-funded Exclusive Provider Organizations for pre-65 retirees and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D Prescription plans) for retirees over 65.

December 14, 2016

NOW, THEREFORE,

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

Section 1. That the 2017 Employee and Retiree Health Benefits Plans, plan changes and health coverage premium rates be approved.

Section 2. That the 2017 employee and retiree Master Plans (self-funded Exclusive Provider Organizations and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D Prescription plans) to offer employees and retirees health benefits and first dollar coverage for urgent care services at Concentra locations are approved.

Section 3. That this resolution shall take effect January 1, 2017 after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



City of Dallas

2017

Active Employee Benefits Enrollment Guide

cityofdallasbenefits.org



Human Resources Department
Benefits Service Center

This guide highlights the main features of many of the benefit plans sponsored by the City of Dallas. Full details of these plans are contained in the legal documents governing the plans. If there is any discrepancy between the plan documents and the information described here, the plan documents will govern. In all cases, the plan documents are the exclusive source for determining rights and benefits under the plans. Participation in the plans does not constitute an employment contract. The City of Dallas reserves the right to modify, amend or terminate any benefit plan or practice described in this guide. Nothing in this guide guarantees that any new plan provisions will continue in effect for any period of time.

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Important: If you or your dependents have Medicare or will become eligible for Medicare in the next 12 months, the Medicare Prescription Drug program gives you more choices about your prescription drug coverage. Please see pages 32 and 33 for more details.

Summaries of Benefits and Coverage

The government-required Summaries of Benefits and Coverage (SBCs), which summarize important information about your City of Dallas Cigna medical plan options, are available online at www.cityofdallasbenefits.org. A paper copy is also available, free of charge, by calling the Benefits Service Center at (855) 656-9114 or visiting City Hall, Room 1DS, Mon-Fri, 8:15 a.m.-5:15 p.m.



Greetings City of Dallas Employee:

It is our pleasure to welcome you to the 2017 Open Enrollment. The City of Dallas provides an annual open enrollment period for employees to review their benefits coverage and make new elections for the upcoming year.

Important things to know regarding 2017 Open Enrollment:

- **The Open Enrollment period for 2017 starts September 26, 2016 and ends October 21, 2016**
- **Open Enrollment will be passive this year. If you are satisfied with your current benefit elections, no further action is required unless you participate in FSA/Dependent Care.**
 - A Flexible Spending Account (FSA), which includes the Employee Medical Spending Plan (EMSP) and the Dependent Care Assistance Plan (DCAP), does not roll over. **You must renew your FSA each year to continue to receive this benefit.**
 - Your Basic Life, Supplemental Life, Dependent Life and Accidental Death and Dismemberment (AD&D) Insurance will automatically roll over into the new plan year
 - To make changes to your benefit plan elections or enroll in a FSA plan for 2017, you must enroll during Open Enrollment. To enroll or make changes to your benefit elections:
 - **Log on to Lawson's 24/7 online portal with your ID and password**
<https://hris.dallascityhall.com/Lawson/portal>
 - If you need to add dependents not previously covered, contact the Benefits Service Center as this cannot be done online. Please be prepared to provide supporting documentation such as a birth certificate, social security card or marriage license. You may also fax these documents, along with your name, employee ID and call back number on each page to (214) 659-7098.
 - **Call the Benefits Service Center at (855) 656-9114 or**
 - **Visit the Benefits Service Center at Dallas City Hall, Room 1DS, Monday-Friday, 8:15a.m.-5:15p.m.**

What's New for 2017?

- Medical coverage will transition from UnitedHealthcare to Cigna
 - The City of Dallas will offer two options for benefits:
 - **Health Reimbursement Account (HRA) Plan**
 - \$250 copay added for emergency room
 - \$25 monthly increase in premiums for spousal coverage (includes employee + spouse and family coverage)
 - **70/30 Plan**
 - \$250 emergency room copay (increase from \$100)
 - \$25 monthly increase in premiums for spousal coverage (includes employee + spouse and family coverage)
 - A new wellness points program will be in place to earn Benefit Rewards effective 1/1/2017
- Dental coverage will transition from UnitedHealthcare to MetLife
 - The City of Dallas will offer two, instead of three, dental plans – Dental HMO and Dental PPO
 - We are no longer offering the EPO plan. If you are currently enrolled in the dental EPO plan you will default to MetLife's dental PPO plan, if no election is made.
- Vision coverage will transition from UnitedHealthcare to Davis Vision
 - The City of Dallas will offer one plan instead of two
 - We are no longer offering the Buy-Up plan. If you are currently enrolled in the Buy-Up plan you will default to the standard plan, if no election is made.

The 2017 Benefits Enrollment Guide provides details about your benefit options. Reviewing the material contained in this guide will help you make informed decisions about your benefits for 2017. If you have any questions, please refer to the vendor contact information section to access our service providers.

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

Sincerely,

City of Dallas Benefits Team

Health Insurance Marketplace Coverage Options and Your Health Coverage

PART A: General Information

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

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. You may also be eligible for a tax credit that lowers your monthly premium right away. Typically, you can enroll in a Marketplace health plan during the Marketplace’s annual Open Enrollment period or if you experience a qualifying life event.

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

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

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

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

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

How Can I Get More Information?

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

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

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

Health Insurance Marketplace Coverage Options and Your Health Coverage

PART B: Information About Health Coverage Offered by Your Employer

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

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

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

As your employer, we offer a health plan to some employees. Eligible employees are:

- Full-time permanent employees, permanent part-time employees and variable hour employees who are intended to work at least 30 hours per week on average

With respect to dependents, we do offer coverage. Eligible dependents are:

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

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

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

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process.

How to Enroll

To enroll in City of Dallas benefits, log on to Lawson's 24/7 online portal with your network ID and password at <https://hris.dallascityhall.com/lawson/portal>.

(Note: You must contact the Benefits Service Center to add a new dependent not previously covered — you cannot do this online. You will be required to provide supporting documentation, such as a marriage license or a birth certificate, at this time.)

Who Is Eligible

Regardless of your employment classification, if you are intended to work an average of 30 hours or more per week, you are eligible for health benefits from the City of Dallas. If you are not intended to work an average of 30 hours or more per week, you may or may not be eligible for the City's health benefits as a permanent part-time employee.

Variable Hour Employees

Under the Affordable Care Act, employees who have hours that vary from week to week are referred to as "variable hour" employees, not full-time or part-time. All variable hour employees have a 12-month "measurement period" to determine the average number of hours worked per week. If your average is 30 hours per week or more, you'll be eligible for the City of Dallas' health benefits for the 2017 plan year. And if your average is less than 30 hours per week, you won't be eligible for the City of Dallas' health benefits and will need to find other coverage, such as through a spouse, parent, or the Health Insurance Marketplace. The measurement period occurs annually, so your eligibility could change each plan year.

Employees who are intended to work an average of 30 hours a week or more will not have a measurement period. They will be automatically considered benefits-eligible.

Initial Enrollment

You have 30 days from your hire/rehire date (or the date your status changes to benefits-eligible) to enroll yourself and your dependents in benefits. If you enroll on time, coverage begins on your hire date or retroactively to your status change date, as appropriate.

If you do not enroll within the 30-day timeframe, you will automatically be enrolled in basic life insurance (full-time employees only). You will have to wait until the next annual enrollment to enroll in other benefits and make changes to coverage.

Annual Enrollment

You may also enroll or make changes during annual enrollment, which occurs during the fall each year. Elections made during annual enrollment take effect on January 1.

Dependent Eligibility

If you are covered by a plan, in most cases, you may also cover your eligible dependents as outlined below. Your dependents (spouse and/or children) cannot be covered on a plan if you are not covered.

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

*Dependent children and dependent grandchildren are covered until the last day of their 26th birth month.

Making Changes to Coverage

Once you enroll, you cannot change your benefit choices until the next annual enrollment period. This is an IRS rule. However, you may make certain changes if you have a qualifying event that affects your benefits — and the event is consistent with your requested change. Typical qualifying events include:

- Marriage
- Divorce, legal separation, or annulment
- Birth, adoption, or legal guardianship of a child
- Death of a spouse/domestic partner or eligible dependent
- A change in the employment status of yourself, your spouse/domestic partner, or a dependent
- A dependent qualifies or no longer qualifies due to age
- Significant cost increases for benefit coverage
- Open enrollment occurs for a spouse's/domestic partner's or a dependent's plan
- Enrollment in or loss of state or federal medical coverage
- Your spouse/domestic partner or dependent makes an election change under another employer's plan
- You move out of your health plan's service area that requires a change in plans

You must notify the Benefits Service Center and provide proof of your qualifying event as soon as possible and before 30 days have passed. If you wait longer than 30 days, you must wait until the next annual enrollment to make a change.

60-Day Special Enrollment Period

In addition to these qualifying events, you and your dependents will have a special 60-day period to elect or discontinue coverage if:

- You or your dependent's Medicaid or CHIP (Children's Health Insurance Program) coverage is terminated as a result of loss of eligibility; or
- You or your dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP

Medical Coverage

70/30 Plan

75/25 HRA Plan

Prescription Drug Coverage

When it comes to medical coverage, the City of Dallas offers two options through Cigna. Both medical options provide coverage for the same types of expenses, such as doctor’s office visits, preventive care, prescription drugs, and hospitalization. Preventive care services are covered at 100 percent. Under both plans, you choose a network provider each time you need medical care. If you use a non-network provider, you receive no benefits from the plan — you will be responsible for 100 percent of the cost for all care you receive. Visit www.mycigna.com to find providers in your network.

70/30 Plan

75/25 HRA Plan

Medical Plan Comparison

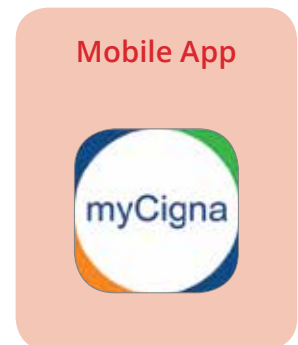
	70/30	75/25 with HRA
Calendar Year Total Deductible	\$3,000 (Individual); \$9,000 (Family)	\$2,500 (Individual); \$5,000 (Family)
City HRA Contribution	N/A	\$1,000 Individual/ \$2,000 family with wellness incentive \$700 Individual/\$1,700 family without wellness incentive
Calendar Year Out-of-Pocket Maximum	Combined with Pharmacy \$6,350 (Individual); \$12,700 (Family)	Combined with Pharmacy \$6,350 (Individual); \$12,700 (Family)
Preventive Care	Plan pays 100%	Plan pays 100%
Office Visits X-ray and Lab Work Urgent Care Facility only Inpatient Services Outpatient Services	Plan pays 70% after deductible is met	Plan pays 75% after deductible is met
Emergency Care	\$250 copay (waived if admitted) per visit, does not apply to deductible, applies to out-of-pocket max	\$250 copay (waived if admitted) per visit, does not apply to deductible, applies to out-of-pocket max
Enhanced facility benefit	Plan pays 90% after deductible is met	Plan pays 90% after deductible is met
Rx Deductible	\$750 individual	Combined with Medical Deductible above

Enhanced Benefit Tier

Both medical plans offer an enhanced facility benefit that will increase the benefits you receive from your City medical plan when you use certain Cigna network facilities.

When you visit a regular Cigna in-network facility for care, the plan pays your facility charges at 70 percent or 75 percent coinsurance after you meet your deductible. When you visit a facility that is part of the enhanced benefit tier, the plan pays your facility charges at **90 percent coinsurance** after you meet your deductible. This enhanced benefit applies to facility charges only — all other charges (physician fees, lab services, etc.) are paid at your plan’s regular levels.

The enhanced benefit tier currently includes **90 Baylor and Methodist facilities** all over the DFW metroplex. It includes hospitals, surgical centers, inpatient and outpatient facilities, MRI centers, and even some rehabilitation centers. To view the full list of facilities in the enhanced benefit network, visit www.mycigna.com (starting January 1st) and click on **Find a doctor**.



What Are Facility Charges?

Facility charges include costs for running the facility, such as: Supplies, Equipment, Exam rooms and Inpatient & Outpatient rooms

Facility charges do NOT include

Physician fees, Office visits, Lab work, Anesthesiologist, and Prescription drugs & medications

70/30 Plan (In-Network Benefits Only)

Lifetime Maximum	Unlimited
Calendar Year Total Deductible	\$3,000 (Individual); \$9,000 (Family)
Calendar Year Out-of-Pocket Maximum (Combined with Pharmacy)	\$6,350 (Individual); \$12,700 (Family)
Coinsurance	Member pays 30%; Plan pays 70% after deductible is met
Office Visits	Plan pays 70% after deductible is met
X-ray and Lab Work	Plan pays 70% after deductible is met
Preventive Care	Plan pays 100% (In-Network only)
Outpatient Services	Plan pays 70% after deductible is met
Inpatient Services	Plan pays 70% after deductible is met
Emergency Care	\$250 copay (waived if admitted) per visit, does not apply to deductible, applies to out-of-pocket max
Specialist Services & Urgent Care Services	Plan pays 70% after deductible is met
Enhanced Facility Benefit	Plan pays 90% after deductible is met when you use either Baylor or Methodist Hospitals in Dallas/Fort Worth. This applies to facility charges only. All other charges are paid at 70% after deductible is met.
Rx Coverage (CVS Caremark)	See page 12 for Program details
Rx Deductible	\$750 Individual

Full-Time Employee Bi-Weekly Rate

	Wellness Incentive Earned		Wellness Incentive NOT Earned	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Employee Only	\$24.50	\$34.50	\$34.50	\$44.50
Employee + Spouse	\$215.50	\$225.50	\$225.50	\$235.50
Employee + Child(ren)	\$62.00	\$72.00	\$72.00	\$82.00
Employee + Family	\$269.50	\$279.50	\$279.50	\$289.50

Permanent Part-Time Employee Bi-Weekly Rate

	Wellness Incentive Earned		Wellness Incentive NOT Earned	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Employee Only	\$56.00	\$66.00	\$66.00	\$76.00
Employee + Spouse	\$207.50	\$217.50	\$217.50	\$227.50
Employee + Child(ren)	\$113.00	\$123.00	\$123.00	\$133.00
Employee + Family	\$280.00	\$290.00	\$290.00	\$300.00

75/25 HRA Plan (In-Network Benefits Only)

	Wellness Incentive Earned	Wellness Incentive NOT Earned
Lifetime Maximum	Unlimited	Unlimited
Calendar Year Total Deductible	\$2,500 (Individual); \$5,000 (Family)	\$2,500 (Individual); \$5,000 (Family)
City HRA Contribution	\$1,000 (Individual); \$2,000 (Family)	\$700 (Individual); \$1,700 (Family)
Calendar Year Deductible (Your HRA Contribution)	\$1,500 (Individual); \$3,000 (Family)	\$1,800 (Individual); \$3,300 (Family)
Calendar Year Out-of-Pocket Maximum (Combined with Pharmacy)	\$6,350 (Individual); \$12,700 (Family)	\$6,350 (Individual); \$12,700 (Family)
Maximum HRA Rollover	\$6,000	\$6,000
Coinsurance	Member pays 25%; Plan pays 75% after deductible is met	
Office Visits	Plan pays 75% after deductible is met	
X-ray and Lab Work	Plan pays 75% after deductible is met	
Preventive Care	Plan pays 100% (In-Network only) Doesn't Reduce HRA	
Outpatient Services	Plan pays 75% after deductible is met	
Inpatient Services	Plan pays 75% after deductible is met	
Emergency Care	\$250 copay (waived if admitted) per visit, does not apply to deductible, applies to out-of-pocket max	
Specialist Services & Urgent Care Services	Plan pays 75% after deductible is met	
Enhanced Facility Benefit	Plan pays 90% after deductible is met when you use either Baylor or Methodist Hospitals in Dallas/Fort Worth. This applies to facility charges only. All other charges are paid at 75%, after deductible is met.	
Rx Coverage (CVS Caremark)	See page 12 for Program details	
Rx Deductible	Combined with Medical Deductible above	

Full-Time Employee Bi-Weekly Rate

	Wellness Incentive Earned		Wellness Incentive NOT Earned	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Employee Only	\$37.50	\$47.50	\$47.50	\$57.50
Employee + Spouse	\$259.00	\$269.00	\$269.00	\$279.00
Employee + Child(ren)	\$110.50	\$120.50	\$120.50	\$130.50
Employee + Family	\$321.50	\$331.50	\$331.50	\$341.50

Permanent Part-Time Employee Bi-Weekly Rate

	Wellness Incentive Earned		Wellness Incentive NOT Earned	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Employee Only	\$113.00	\$123.00	\$123.00	\$133.00
Employee + Spouse	\$341.00	\$351.00	\$351.00	\$361.00
Employee + Child(ren)	\$223.00	\$233.00	\$233.00	\$243.00
Employee + Family	\$433.50	\$443.50	\$443.50	\$453.50

Health Reimbursement Account (HRA)



The 75/25 plan comes with a City-funded Health Reimbursement Account (HRA) to help you pay for out-of-pocket medical expenses, such as deductibles, coinsurance, and prescription drug copays. The amount the City of Dallas contributes to your HRA depends on your coverage level, your 2016 wellness incentive status, and your enrollment date.

Prorated HRA Funds (Based on the month of enrollment)

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

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

With the HRA, you receive a Cigna Healthcare Visa Debit Card to use for qualifying health care expenses. In general, with this card you do not have to file any claims to your account. When you use the card, funds are automatically deducted from your account, and you pay nothing out of your pocket at the time of service. **You should keep all receipts and statements** – because you may need to submit them to Allegiance if you use your Medical Spending FSA debit card.

Accessing Your HRA Funds

There are three ways to access your HRA funds:

- You may use the Cigna Healthcare Visa Debit Card, which will automatically debit your HRA balance at the point of purchase
- You can pay out of your pocket and file a claim for reimbursement from your HRA
- You will receive an Explanation of Benefits (EOB) then you will need to contact the provider to make payment

HRA Details

- The HRA is available when you enroll in the 75/25 plan and remain continuously enrolled
- You can use the HRA to help pay for eligible out-of-pocket medical expenses including deductibles, coinsurance amounts, prescription drugs, and other medical services not covered by the plan. HRA funds cannot be used for dental or vision expenses.
- You must use your cards. Claims will not be automatically paid.
- The City will contribute up to \$700 to your HRA for employee-only coverage or up to \$1,700 to your HRA for family coverage. You'll receive an extra \$300 contribution if you complete the City's wellness steps. These funds are deposited into your account at the beginning of the year.
- Your HRA does not count as taxable income. That means you can cover eligible health care costs with tax-free dollars.
- Your HRA balance rolls over from year to year until you reach a maximum \$6,000 HRA balance. There are no "use it or lose it" rules.
- You can have a HRA and a Medical Spending FSA at the same time. You will use the Cigna Healthcare Visa Debit Card to access your HRA funds and a separate debit card from Allegiance to access your Medical Spending FSA account.

If you enroll in one of the City of Dallas medical plans, you will automatically receive prescription drug coverage through CVS/Caremark. Ask your doctor or other prescriber if there is a generic available, as these generally cost less.

	70/30 Plan	75/25 HRA Plan
Generic Medications	10% (\$10 minimum)	10%
Preferred Brand-Name Medications	25% (\$25 minimum)	25%
Non-Preferred Brand-Name Medications (Includes Specialty Drug Formulary)	40% (\$40 minimum)	40%
Refill Limit	None	None
Annual Deductible	\$750 for an individual (Rx ONLY)	\$2,500 for an individual \$5,000 for a family (Combined with Medical)
Out-of-Pocket Max	\$6,350 for an individual \$12,700 for a family (Combined with Medical)	\$6,350 for an individual \$12,700 for a family (Combined with Medical)

CVS Caremark Retail Pharmacy Network

Short-term medications can be filled at network pharmacies up to a 31-day supply. The CVS Caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,400 CVS Pharmacy locations. To locate a pharmacy, simply click on “Find a Pharmacy” at www.caremark.com.

Long-Term Medications

This plan offers you choice and savings when it comes to filling long-term prescriptions (Up to a 90-day supply). Now you have two ways to save. Plus, you can easily order refills and manage your prescriptions anytime at www.caremark.com.

Retail 90	Mail Service Pharmacy
<ul style="list-style-type: none"> • Pick up your medication at a time that is convenient for you at a retail pharmacy • Enjoy same-day prescription availability • Talk with a pharmacist face-to-face • For maintenance medications 	<ul style="list-style-type: none"> • Enjoy convenient home delivery • Simply mail your original prescription and the mail service order form to CVS Caremark. • To sign up, call FastStart at 800-875-0867 or register online at www.caremark.com and select “Start a New Prescription”

Generic Step Therapy

For certain high-cost prescription drugs, you may need to try two alternative, generic medications first before “stepping up” to a more costly treatment. Your pharmacist will let you know at the time of purchase if your prescription requires step therapy.

Dispense As Written Penalty

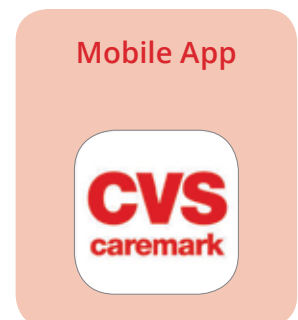
If you elect to fill a brand-name medication when a generic is available, you will pay your generic copay AND the cost difference between the brand-name and the generic medication. Generic drugs can save you money. They are chemically equivalent to brand-name medications, but they generally cost a fraction of the price.

Specialty Drug Formulary Prescriptions

Certain specialty drug formulary prescriptions — medications used to treat complex conditions like cancer, multiple sclerosis, and autoimmune disorders — must be filled with a drug on CVS/ Caremark’s approved list. If you choose to fill your prescription with a drug on the “excluded” list, you will be required to pay the full cost of that drug. Please visit cityofdallasbenefits.org for a list of excluded drugs.

Customer Care

Visit www.caremark.com or call at (855) 465-0023



Flexible Spending Account

A Flexible Spending Account (FSA) allows you to save money by using “before-tax” dollars to pay for certain health care and dependent care expenses. To enroll, you elect an amount to be deducted pre-tax from your paycheck over 24 pay periods, and deposited into your FSA. Then, you may request reimbursement from the account when eligible expenses are incurred.

Payroll Deduction

Medical Spending FSA

Elect up to \$2,500 tax-free

Dependent Care FSA (DCAP)

Elect up to \$5,000 tax-free

Medical Spending FSA

- Your Medical Spending FSA may be used to reimburse out-of-pocket medical expenses for you, your spouse, and your dependents.
- Eligible expenses include deductibles, co-insurance and prescriptions. Dental, vision and hearing expenses may also be reimbursed.
- The maximum annual Medical Spending FSA election is \$2,500. The entire annual amount you elect may be used at any time during the plan year and is available January 1.

Dependent Care FSA (DCAP)

- The annual maximum contribution to a Dependent Care FSA is \$5,000 or \$2,500 if you are married and filing taxes separately.
- The Dependent Care FSA is used to reimburse you for expenses for children under age 13, or individuals unable to care for themselves. Unlike Medical Spending FSAs, Dependent Care FSAs may only reimburse expenses up to the amount you have contributed at any time during the plan year.
- Funds are available one business day after payroll deduction. Dependent Care FSA is for dependent daycare only.

How to Use Your Funds

- When you enroll in a FSA, you will receive a debit card from Allegiance in the mail on or around the beginning of the plan year. The card will hold both Medical Spending and Dependent Care funds.
- If you use the card at an Inventory Information Approval System (IIAS) merchant, the transaction will be approved at the point of sale. Generally, large pharmacies, grocery stores and box stores (i.e.: Walgreens, Albertsons, Walmart) have IIAS capability.
- If the expense will be considered for insurance and/or HRA reimbursement, try to wait until you receive the Explanation of Benefits (EOB) to be sure that the debit card transaction is for the correct out-of-pocket amount.
- If the merchant does not accept the card, submit the expense through the Allegiance website (www.askallegiance.com).
- For dependent care, if your provider does not accept Visa, submit the expense through the website, or complete a Day Care Contract if your monthly expenses are the same each month.
- Reimbursement requests, as well as debit card transaction documentation, can be sent electronically, by fax or by mail to Allegiance. Claims are normally reimbursed within a week of Allegiance receiving the claim.

FSA Tips

- Visit www.askallegiance.com for a list of eligible expenses, and to set up direct deposit for expense reimbursement.
- The Medical Spending FSA and Dependent Care FSA are separate. You cannot transfer funds between accounts or charge both accounts for the same expenditure.
- Keep your receipts and invoices. You may be required to submit documentation of your expenditures.
- You will receive a separate HRA debit card if you participate in the City of Dallas HRA. Remember, your FSA card says “Allegiance”.
- Dependent Care FSA funds must be used by December 31, 2017.
- The “use it or lose it” rule still applies. However, there is a grace period ending March 15, 2018 to use your 2017 Medical Spending FSA dollars on eligible expenses. All claims must be submitted by March 31, 2018.

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

Onsite Clinic Services for Employees Enrolled in City of Dallas Medical Plans

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

Concentra TotalCare Health and Wellness Center

**1500 Marilla Street
Room 1CS
Dallas, TX 75201**

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

Concentra/City of Dallas Employee Discount Program

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

If You Are	Concentra (Dallas City Hall)	Concentra (DFW Metroplex)
Active Employee Covered by City Health Plan	Cost: \$0	Cost: \$25*/\$35**
Active Employee NOT Covered by City Health Plan	Cost: \$25	Not eligible for discount

Please note: You may incur additional charges for services such as lab work and X-rays during your clinic visit.

* Copay for 75/25 HRA Plan Enrollees

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

Concentra/City of Dallas Employee Discount Program



Clinic Locations

Choose from several locations throughout the DFW Metroplex

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

Dental and Vision Coverage

Dental PPO Plan
Dental HMO Plan
Vision Plan

The City of Dallas offers two dental plans through MetLife -- Dental PPO and Dental HMO. Both plans offer valuable features to save you money on dental care.

Dental PPO Plan

Dental HMO Plan

Dental Plan Comparison

	Dental PPO	Dental HMO
Choice of Dentist	Choose any dentist in-network or out-of-network (out-of-pocket costs may be higher when using out-of-network dentists).	Plan requires you to pre-select two in-network dentists at the time of enrollment. ¹ If your first choice provider is no longer accepting DHMO patients or is no longer a part of the DHMO network, your provider will default to your second provider choice.
Specialty Care	No referral needed	Your dentist will provide you with a referral to an in-network specialist.
In-Network Discount	Participating dentists have agreed to accept negotiated fees as payment in full for in-network services.	Plan provides access to hundreds of dental services that may be lower than your cost would be without the plan. ²
Benefits	Plan has a yearly deductible and annual benefits maximum. Plan covers a percentage of negotiated fees.	Plan offers no annual maximums, deductibles or claims. You are responsible for the co-payments for each covered procedure.

Finding a MetLife Participating Dentist

- Visit www.metlife.com and click on “Find a Dentist” on the right side of the home page
- Enter your zip code and select your plan
- For DPPO dentists, choose PDP Plus network
- For DHMO dentists, choose “Dental HMO/Managed Care”, then select Plan Name MET 185A

Mobile App



Users must register on www.mybenefits.metlife.com first before having access to information in the app.

¹ If your first choice provider is no longer accepting DHMO patients or is no longer a part of the DHMO network, your provider will default to your second provider choice.

² Certain limitations apply to some services. Please refer to your Schedule of Benefits at www.cityofdallasbenefits.org for full details.

The Dental PPO plan offers coverage for preventive, basic & major restoration, as well as orthodontia.

	In-Network % of Negotiated Fee*	Out-of-Network % of Negotiated Fee*
Deductible (Per Person†)	\$50	\$50
Annual Maximum Benefit (Per Person)	\$1,750	\$1,750
Orthodontia Lifetime Maximum (Per Person)	\$1,750	\$1,750
Coverage Type		
Type A - Preventive		
<ul style="list-style-type: none"> • Two cleanings in 12 months • Two exams per calendar year • Two fluoride treatments per calendar year for dependent children up to 16th birthday • Full mouth X-rays: one per 36 months • Bitewing X-rays: one set per calendar year for adults; one per calendar year for children 	100%	100%
Type B - Basic Restorative		
<ul style="list-style-type: none"> • Fillings: No Limit • Extractions • General Anesthesia: When dentally necessary in connection with oral surgery, extractions or other covered dental services 	80%	80%
Type C - Major Restorative		
<ul style="list-style-type: none"> • No waiting period for major services • Crown, Denture, and Bridges • Endodontics • Periodontics 	50%	50%
Type D - Orthodontia		
<ul style="list-style-type: none"> • All dental procedures performed in connection with orthodontic treatment are payable as Orthodontia 	50%	50%

Dental PPO Bi-Weekly Rate	
Employee Only	\$9.98
Employee + Spouse	\$18.35
Employee + Child(ren)	\$18.45
Employee + Family	\$25.94

* Negotiated Fee refers to the fees that participating dentists have agreed to accept as payment in full, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change.

† Child(ren)'s eligibility for dental coverage is from birth up to age 26.

The DHMO Plan offers a wide range of dental benefits through a network of participating dentists. With this plan, you are responsible for co-payments associated with each covered procedure.

If you are active in treatment or had prior orthodontic coverage

Continuing orthodontic treatment is available if you or your dependent qualify by enrolling within 30 days of the effective date for an eligible policyholder; you or your dependent had orthodontic coverage under the policyholder's prior plan and were in active orthodontic treatment, covered by that Plan, as of January 1, 2017. Upon receipt of a completed Continuing Orthodontic Form by us, with all supporting documentation, we will accept liability for continuing payment of the remaining balance owed, up to a maximum of \$1,500 times the percentage of the total treatment remaining as of this group contract's effective date.[†]

The Continuing Orthodontic provision is not available:

- thirty (30) days after January 1, 2017;
- to a person who enrolls after the group contract's effective date; or
- to a person who is not in active orthodontic treatment as of the effective date of this group contract

Lower out-of-pocket costs on more than 400 procedures

Here are some of the services in this plan...all of which will help you lower your dental care costs.

	Co-payment
Office visit	\$5 per visit (including all fees for sterilization and/or infection control)
Preventive Services	\$5 exams
	\$6 sealants (per tooth)
	\$0 x-rays
Crowns	\$255 porcelain, metal and titanium
Orthodontics	\$2,400 adults*
	\$2,600 children*
Osseous surgery	\$200
Root canals	\$95 - \$225
Extractions	\$15 - \$110 (higher cost for impacted tooth)
General anesthesia & nitrous oxide	\$0
Yearly cleanings (up to 4)	\$5 for the first two cleanings Additional cleanings: \$45 adults/\$35 children

Dental HMO Bi-Weekly Rate	
Employee Only	\$4.10
Employee + Spouse	\$7.54
Employee + Child(ren)	\$7.58
Employee + Family	\$10.66

[†] Subject to the section titled Dental Benefits: Limitations and Additional Charges and Dental Benefits: Exclusions.

* Additional charges for initial exam (\$250), removable appliance therapy and fixed appliance therapy.

Healthy eyes and clear vision are an important part of your overall health and quality of life. Your vision plan through Davis Vision helps you care for your eyes while saving you money. Choose from a national network of independent, private practice doctors or select retail partners in 50 states.

Visit www.davisvision.com to find providers in your network.

In-Network Benefits

Eye Examination	
Every 12 months. Covered in full after \$10 copayment	
Eyeglasses (One-year eyeglass breakage warranty is included on plan eyewear)	
Spectacle Lenses (Every 12 months)	<ul style="list-style-type: none"> Covered in full after \$10 copayment Standard single-vision, lined bifocal, or trifocal lenses
Frames (Every 12 months)	<ul style="list-style-type: none"> Covered in full: Any Fashion, Designer or Premier frame from Davis Vision's Collection ¹ (value up to \$195) OR \$140 retail allowance toward any frame from provider, plus 20% off balance ² OR Receive a FREE frame at Visionworks ³
Contact Lenses	
Contact Lens Evaluation, Fitting & Follow Up Care (Every 12 months)	<ul style="list-style-type: none"> Collection Contacts: Covered in full after \$10 copay OR Non Collection Contacts <ul style="list-style-type: none"> Standard Contacts: Covered in full after \$10 copay Specialty Contacts ⁴: \$60 allowance with 15% off balance ² less \$10 copay
Contact Lenses – if you do not choose eyeglasses (Every 12 months)	<ul style="list-style-type: none"> Covered in full: Any contact lenses from Davis Vision's Contact Lens Collection ¹ OR \$130 retail allowance toward provider supplied contact lenses, plus 15% off balance ²

Out-Of-Network Benefits

You may receive services from an out-of-network provider, although you will receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network. If you choose an out-of-network provider, you must pay the provider directly for all charges and then submit a claim for reimbursement. The out-of-network claim form can be found on the member portion of the website at www.davisvision.com, using client code 7955.

Reimbursement Amount	Claims
Eye Examination up to \$40, Frame up to \$50 Spectacle Lenses (per pair) up to: Single Vision \$40, Bifocal \$60, Trifocal \$80, Lenticular \$100 Elective Contacts up to \$105 Visually Required Contacts up to \$225	Pay the provider directly for all charges and then submit a claim for reimbursement to: Vision Care Processing Unit P.O. Box 1525 Latham, NY 12110

Value-Added Features

- Mail Order Contact Lenses** : Replacement contacts (after initial benefit) through DavisVisionContacts.com
- Laser Vision Correction** : Discounts of up to 25 percent off the provider's fees, or 5 percent off advertised specials, whichever is lower. In addition, a one-time/lifetime allowance of \$500⁵ is available. For more information call Davis Vision at (877) 923-2847.

Mobile App



Vision Bi-Weekly Rate	
Employee Only	\$2.46
Employee + Spouse	\$4.50
Employee + Child(ren)	\$4.72
Employee + Family	\$7.25

¹ The Davis Vision Collection is available at most participating independent provider locations. Collection is subject to change. Collection is inclusive of select toric and multifocal contacts.

² Additional discounts not applicable at Walmart, Sam's Club or Costco locations.

³ The free frame benefit is available at all Visionworks locations nationwide and includes all frames except Maui Jim eyewear.

⁴ Including, but not limited to toric, multifocal and gas permeable contact lenses.

⁵ Applicable both in- and out-of-network. Additional discounts apply in-network.

Life and AD&D Insurance

Basic and Additional Life Insurance
Voluntary Accidental Death and
Dismemberment (AD&D) Insurance



Basic and Additional Life Insurance

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

The City of Dallas offers life insurance for you and your family when tough situations arise. This coverage is administered through The Standard.

Eligibility

To be eligible for Basic and Additional Life:

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

Basic Life Insurance

- Full-time employees receive \$50,000 of basic life insurance coverage — the City of Dallas pays the full cost of this coverage for you.
- If you are a part-time employee, you may elect to purchase this coverage — your bi-weekly premium rate for this plan is \$0.50 per pay period.

It is important to **name a beneficiary** – the person(s) who will receive the life insurance benefit in the event of your death. Please visit the City of Dallas benefits website or contact the Benefits Service Center at **(855) 656-9114**.

Supplemental Life Insurance

In addition to basic life insurance, you may elect supplemental life insurance for yourself. You must have basic life insurance to elect supplemental life insurance.

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

Calculating Your Costs

Follow these steps to calculate your supplemental life Insurance coverage cost:

Choose the amount of coverage you want.

_____ Line 1

Divide the amount in Line 1 by \$1,000.

_____ Line 2

Use the chart to the right to find the cost for your age and enter on Line 3. Your rate =

_____ Line 3

Multiply the amount in Line 2 by the amount in Line 3 to find your bi-weekly cost.

_____ Line 4

Supplemental Life Insurance Bi-Weekly Rates	
Employee's Age (on last January 1)	Rate (Per \$1,000 of total coverage)
<25	\$0.0215
25-29	\$0.0260
30-34	\$0.0360
35-39	\$0.0370
40-44	\$0.0450
45-49	\$0.0750
50-54	\$0.1150
55-59	\$0.2110
60-64	\$0.3050
65-69	\$0.5750
70+	\$1.0300



Evidence of Insurability

You may elect to increase your coverage by 1 times your annual earnings during annual enrollment without submitting Evidence of Insurability (EOI). However, EOI is required if:

- You increase coverage by more than 1 times your annual earnings, not to exceed 3 times your annual earnings
- The date you apply is more than 30 days after you become eligible
- You request coverage increases, reinstatement of terminated coverage, or coverage for members eligible but not insured under prior plans

If you have questions regarding the EOI form, please contact the Benefits Service Center at **(855) 656-9114**.

Dependent Life Insurance

You may also buy optional life insurance for your eligible dependents. The amount of coverage for your spouse or children may not exceed 100 percent of your combined basic and additional life coverage.

Option 1 **\$15,000 Spouse**
\$5,000 Children \$1.215 per pay period, regardless of the number of eligible dependents covered

Option 2 **\$25,000 Spouse**
\$10,000 Children \$2.230 per pay period, regardless of the number of eligible dependents covered

Accelerated Benefits

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

The amount of Additional Life insurance payable upon your death is reduced by the Accelerated Benefit paid and an interest charge.

Active Work Requirements

If you are not actively at work on the day before the scheduled effective date of insurance including Dependent Life Insurance, your insurance will not become effective until the day after you complete one full day of active work as an eligible employee.

Age Reductions

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

Suicide Exclusion

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

Portability

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

Voluntary Accidental Death and Dismemberment (AD&D) Insurance



Voluntary AD&D insurance provides benefits to you or your beneficiaries in the event of an accidental injury or death.

Employee Coverage

You may elect voluntary AD&D coverage in increments of \$25,000, up to a maximum of \$250,000. However, amounts above \$150,000 cannot exceed 10 times your annual earnings.

Dependent Coverage

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

- Spouse/Domestic Partner only: 60 percent of your voluntary AD&D coverage amount
- Children only: 20 percent of your voluntary AD&D coverage amount, up to a maximum of \$50,000 per child
- Spouse/Domestic Partner and Children: 50 percent of your voluntary AD&D coverage amount for your spouse/domestic partner and 15 percent of your voluntary AD&D coverage amount for each child. The amount of coverage for your children may not exceed \$50,000 per child

Features

- **Air Bag Benefit** – provides an additional benefit in the event of a covered automobile accident for which a Seat Belt Benefit is payable
- **Family Benefits Package** – eligible family members may be entitled to receive additional financial help for child care, college or career training. Included are the Child Care Benefit, Higher Education Benefit and Career Adjustment Benefit
- **Paralysis Benefit** – provides a portion of your AD&D benefit if you suffer an accident that results in quadriplegia, hemiplegia, or paraplegia
- **Public Transportation Benefit** – provides an additional benefit in the event of death as a result of an accident that occurs while you are riding as a fare-paying passenger on public transportation
- **Seat Belt Benefit** – provides an additional benefit in the event of a covered automobile accident
- **Adaptive Home and Vehicle Benefit** – provides an additional benefit if you suffer a loss, other than loss of life and is a onetime benefit in which accommodations may be made to your principal residence or automobile
- **Line of Duty Benefit** – Additional benefit for Public Safety Officers who suffer an AD&D loss. Lesser of \$50,000 or 100 percent of the AD&D benefit inconvenience

Benefit Amount

The amount of this AD&D Insurance Benefit for other covered losses is a percentage of the amount payable for Additional AD&D insurance coverage on the date of the accident.

Type of Loss	Percentage Payable
Life ¹	100%
One hand or foot ²	50%
Sight in one eye	50%
Audible speech	50%
Hearing in both ears	50%
Two or more of the losses listed above	100%
Thumb and index finger of the same hand ³	25%
Quadriplegia ⁴	100%
Hemiplegia ⁴	50%
Paraplegia ⁴	75%
Uniplegia ⁴	25%
Coma	*

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

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

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

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

* Payments for coma is 1 percent per month of the remainder of the AD&D Insurance Benefit payable for Loss of life after reduction by any AD&D Insurance Benefit paid for any other Loss as a result of the same accident. Payments for coma will not exceed a maximum of 11 months.

Voluntary Accidental Death and Dismemberment (AD&D) Insurance



Premium Examples (Age under 70)

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

Employee Only		Employee/Family	
Benefit Amount	Bi-Weekly Rate	Benefit Amount	Bi-Weekly Rate
\$25,000	\$0.310	\$25,000	\$0.500
\$50,000	\$0.625	\$50,000	\$1.000
\$75,000	\$0.935	\$75,000	\$1.500
\$100,000	\$1.250	\$100,000	\$2.000
\$125,000	\$1.560	\$125,000	\$2.500
\$150,000	\$1.875	\$150,000	\$3.000
\$175,000	\$2.185	\$175,000	\$3.500
\$200,000	\$2.500	\$200,000	\$4.000
\$225,000	\$2.810	\$225,000	\$4.500
\$250,000	\$3.125	\$250,000	\$5.000

Active Work Requirements

If you are not actively at work on the day before the scheduled effective date of insurance, your insurance will not become effective until you complete one day of active work as an eligible employee.

Age Reductions

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

Limitations

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

Other Employee Benefits

401(k) and 457(b) Plans
Employee Assistance Program

Everyone wants to be financially secure in retirement. At the City of Dallas, we're here to help by offering you the exceptional opportunity to save for retirement through our 401(k) or 457(b) plan. After all, it's never too early to start saving.

Why Invest?

Convenience	Your contributions are automatically deducted regularly from your paycheck.
Tax savings now	Your pretax contributions are deducted from your pay before income taxes are taken out. This means that you can actually lower the amount of current income taxes you pay each period. It could mean more money in your take-home pay versus saving money in a taxable account.
Roth contribution option	You may make after-tax contributions and take any associated earnings tax-free at retirement — as long as the distribution is a qualified one. Please see Frequently Asked Questions About Your Plan for more details.
Tax-deferred savings opportunities	You pay no taxes on any earnings until you withdraw them from your account, enabling you to keep more of your money working for you now.
Portability	You can rollover eligible savings from a previous employer into this Plan. You can also take your plan vested account balance with you if you leave the City.
Investment options	You have the flexibility to select from investment options that range from more conservative to more aggressive, making it easy for you to develop a well-diversified investment portfolio.

Key Features

- You can contribute up to 99 percent of your gross annual salary, up to the annual IRS dollar limits
- You are always 100 percent vested in your own contributions
- You decide how you invest your savings by choosing from a large portfolio of investment options
- You receive account statements and have 24-hour access to your account information

Enrolling and More Information

If you are ready to enroll or would like more information, log on to Fidelity NetBenefits at www.fidelity.com/atwork or call the Fidelity Retirement Representatives at (800) 343-0860.

You may be struggling with stress at work, seeking financial or legal advice, or coping with the death of a loved one. Maybe you just want to strengthen your relationships with your family. The Employee Assistance Program (EAP) offers assistance and support for all these concerns and more.

-
- Depression
 - Stress Management
 - Relationship difficulties
 - Financial and legal advice
 - Parenting and family problems
 - Child and elder care support
 - Dealing with domestic violence
 - Substance abuse and recovery
 - Eating disorders
-

EAP Counseling Benefits

You may be eligible for counseling sessions at no cost through your Employee Assistance program. To access your EAP counseling benefits, you need to get authorization before your in-person appointment (telephone appointments do not require authorization, but they can be scheduled online). You can do this online by logging in and clicking on “Look Up Your Benefits”.

Behavioral Benefits

For routine, outpatient behavioral service, you do not need authorization, except in a very limited number of cases. Simply log in and find a Psychiatrist or Therapist.

The Cigna website

The Cigna website www.cignabehavioral.com includes valuable resources for managing your stress, work/life balance and personal wellness. The website includes several self-assessment tests to learn more about your health, including your risk for depression to help guide you if you should seek help from your doctor.

The site includes the following features:



Benefits Information



Therapist Search



Education & Resources



Interactive Self-Assessment Tools



Forms

2 Ways to Access

- Call **(877) 622-4327**
- Visit www.cignabehavioral.com and enter **dallascityhall** as the ‘Employer ID’. This service is available 24/7.

Required Notices

Required Notices

Notice of Privacy Practices

Effective Date: April 14, 2003 Revised: August 31, 2015

This notice describes how medical information about you may be used and disclosed and how you may obtain access to this information. This notice addresses the changes set forth in the Final HIPAA Omnibus Rule. Please review carefully. The Health and Wellness Organized Health Care Arrangement "OHCA" includes the following plans and wellness program of the City of Dallas:

1. City of Dallas Active Employee Health Benefits Plan;
2. City of Dallas Retiree Health Benefits Plan;
3. City of Dallas Active Employee Prescription Drug Plan;
4. City of Dallas Retiree Prescription Drug Plan;
5. Employee Medical Spending Account that is part of the City of Dallas Cafeteria Plan;
6. City of Dallas Onsite Clinic;
7. City of Dallas Active Employee Vision Benefits Plan;
8. City of Dallas Active Employee Dental Benefits Plan;
9. City of Dallas Retiree Vision Benefits Plan;
10. City of Dallas Retiree Dental Benefits Plan; and
11. City of Dallas Wellness Program

These plans and program will be working together purposes of healthcare operations, using common systems to provide benefits to you.

Our Privacy Principles

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

- Our practices regarding the use and disclosure of your protected health information
- Your rights with respect to your protected health information
- Our duties with respect to your protected health information
- Your right to file a complaint about the use of your protected health information
- Whom you may contact for additional information about our privacy practices and
- Any breach of your unsecured Protected Health Information (PHI)

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

In this notice the terms "we," "our," and "OHCA" are used interchangeably to refer to the separate plans and program listed above as part of the City of Dallas Health and Wellness OHCA. The term "health information" refers to the information about you, your spouse, or your dependent(s) that is used or disclosed to the OHCA concerning your physical or

mental health or the medical services you received, your health benefits and payments. Health information includes all identifying information you provide to the any plans or program listed above to enroll for coverage, receive benefits, or participate in a program.

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

Privacy Officer

Call Compliance Hotline: (855) 345-4022

Email: hipaacompliance@dallascityhall.com

How Your Protected Health Information May Be Used or Disclosed

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

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

Treatment

When the plans and program in the OHCA do not provide treatment services, but your health care provider or physician does we (or the third-party plan administrator) may confirm your health benefits to a health care provider. For example, if your physician wishes to determine whether a plan covers a prospective treatment or medication, they may contact us (or our third-party administrator) for this information.

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

Required Notices

To Pay Your Health Insurance Premiums, Health Plan Contributions or Benefits

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

Plan Operations

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

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

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

To Business Associates

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

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

Disposal of Protected Health Information

Once we no longer need your protected health information we will either destroy it, return it, or if neither is feasible, we will store it securely and prohibit further uses and disclosures except to the extent use or disclosure is unavoidable for up to seven (7) years.

Other Uses and Disclosures Requiring Your Authorization

We are prohibited from using or disclosing your health information if the use or disclosure is not covered by a

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

Rights You Have Regarding Your Health Information

Right to Inspect and Copy

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

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

Right to Access Electronic Records

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

Right to Amend

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

Right to an Accounting of Disclosures

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

Required Notices

Right to Request Restrictions

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

Right to Request Confidential Communications

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

Right to Receive Notice of A Breach

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

Receive a Copy of This Notice

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

Changes to This Notice

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

Complaints and Questions

If you have questions regarding your privacy rights, please call the City of Dallas Privacy Officer at (214) 670-1436. If you believe your privacy rights have been violated, you may file a complaint by contacting the City of Dallas Privacy Officer at (214) 670-1436, by calling the Confidential Hotline at (855)-345-4022, by email at hipaacompliance@dallascityhall.com or with the Department of Health and Human Services. You will not be penalized for filing a complaint.

Human Resources Department	ATTN: Benefits Service Center 1500 Marilla Street, Room 1D South Dallas, TX 75201-6390 Phone: (855) 656-9114 Fax: (214) 659-7098
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Health Plan Representatives	Cigna Plans (75/25/HRA & 70/30) Phone: (800) 244-6224
	Caremark (CVS) - Prescription Services Phone: (855) 465-0023
	Davis Vision - Vision Plan Phone: (800) 999-5431
	MetLife - Dental Plan Phone: (855) 676-9442
U. S. Department of Health and Human Services	Centers for Medicare and Medicaid Services Website: www.cms.hhs.gov Phone: (877) 267-2323, Ext. 61565

Important Notice About Your Prescription Drug Coverage & Medicare

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

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

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

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage—through no fault of your own—you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

Required Notices

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

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

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

You should also know that if you drop or lose your current coverage with the City of Dallas and are eligible for Medicare and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1 percent of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

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

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

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

For More Information About Your Options Under Medicare Prescription Drug Coverage

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

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

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

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

Date:	September 2016
Name of Sender:	City of Dallas
Office:	Benefits Service Center
Address:	1500 Marilla Street, 1D-South, Dallas, TX 75201
Phone Number:	(855) 656-9114

COBRA Rights Notice

You're getting this notice because you recently gained coverage under a group health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

For City of Dallas employees, the right to COBRA continuation coverage is maintained by Title XXII of the Public Health Service Act. COBRA continuation coverage can become available to you and other members of your family when City health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

What Is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

Required Notices

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced; or
- Your employment ends for any reason other than your gross misconduct

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child"

When Is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee

How Is COBRA Continuation Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

Disability Extension of 18-Month Period of COBRA Continuation Coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second Qualifying Event Extension of 18-Month Period of Continuation Coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

Are There Other Coverage Options Besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Public Health Service Act, contact the Centers for Medicare & Medicaid Services at 410-786-1565 or online at www.cms.gov. For information about your rights under the Patient Protection and Affordable Care Act, visit www.HealthCare.gov.

Keep Your Plan Informed of Address Changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

Date: September 2016
Name of Sender: The City of Dallas
Contact/Office: COBRA Call Center

Required Notices

Address: 1500 Marilla Street, 1D-South,
Dallas, TX 75201
Phone Number: 866-747-0048

COBRA Coverage: What You Pay

COBRA EPO 70/30/\$3,000 Plan (100% employee contribution + 2% admin fee)

Coverage Level	Monthly Contribution
Employee Only	\$375.02
Employee + Spouse	\$813.74
Employee + Child(ren)	\$702.78
Employee + Family	\$1,061.36

COBRA EPO 75/25/HRA Plan (100% employee contribution + 2% admin fee)

Coverage Level	Monthly Contribution
Employee Only	\$545.58
Employee + Spouse	\$1,088.07
Employee + Child(ren)	\$997.66
Employee + Family	\$1,411.72

COBRA Monthly Dental Plan Rates

Coverage Level	Dental PPO	Dental HMO
Employee Only	\$20.35	\$8.35
Employee + Spouse	\$37.43	\$15.38
Employee + Child(ren)	\$37.64	\$15.46
Employee + Family	\$52.92	\$21.75

COBRA Monthly Vision Plan Rates

Coverage Level	
Employee Only	\$5.01
Employee + Spouse	\$9.17
Employee + Child(ren)	\$9.62
Employee + Family	\$14.78

Women's Health Cancer Rights Act (WHCRA) Enrollment Notice

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

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

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

Newborn & Mothers Health Protection Notice

For maternity hospital stays, in accordance with federal law, the Plan does not restrict benefits, for any hospital length of stay in connection with childbirth for the mother or newborn child, to less than 48 hours following a vaginal delivery or less than 96 hours following a Cesarean delivery.

However, federal law generally does not prevent the mother's or newborn's attending care provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). The plan cannot require a provider to prescribe a length of stay any shorter than 48 hours (or 96 hours following a Cesarean delivery).

Notice of Special Enrollment Rights

If you decline enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for your other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage). In addition, if you have a new dependent as a result of marriage, birth, adoption or place for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days following the marriage, birth, adoption or placement for adoption. To request special enrollment or obtain more information, contact the Benefits Service Center at (855) 656-9114.

60-Day Special Enrollment Period

In addition to the qualifying events mentioned in this guide, you and your dependents will have a special 60-day period to elect or discontinue coverage if:

- You or your dependent's Medicaid or CHIP (Children's Health Insurance Program) coverage is terminated as a result of loss of eligibility; or
- You or your dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP

Wellness Program Disclosure

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

Continuation of Health Coverage During Family & Medical Leave (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) requires employers to provide up to a total of 12 weeks of unpaid, job-protected leave during any 12-month period to eligible employees for certain family and medical reasons.

Required Notices

This provision is intended to comply with the laws and any pertinent regulations, and its interpretation is governed by them. See the City of Dallas Personnel Rules to find out how this continuation applies to you.

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

Health Insurance Marketplace Notice

Through the Affordable Care Act, Health Insurance Exchanges have been established across the country. Each state had the option to set up a state-based insurance Marketplace that allows individuals and employers to easily compare and evaluate health insurance plans. The state of Texas elected not to implement a state exchange, so the Health Insurance Exchange is run by the Federal government. Enrollment in health coverage on the Marketplace will open in November, with plans effective on January 1, 2017. The Patient Protection and Accountable Care Act requires employers covered by the Fair Labor Standards Act (FLSA) to provide a notice to employees prior to the beginning date of the Exchange.

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

- Inform employees about the existence of the Exchange and give a description of the services provided by the Exchange
- Explain how employees may be eligible for a premium tax credit or a cost-sharing reduction if the employer's plan does not meet certain requirements
- Inform employees that if they purchase coverage through the Exchange, they may lose any employer contribution toward the cost of employer-provided coverage, and that all or a portion of this employer contribution may be excludable for federal income tax purposes and
- Include contact information for the Exchange and an explanation of appeal rights. Should you have any questions about your coverage, or to get additional information about this form, please contact the Benefits Service Center at (855) 656-9114.

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

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

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

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

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

Texas Residents
Website: <http://www.gethipptexas.com>
Phone: (800) 440-0493.

To see if any other states have added a premium assistance program since July 31, 2015, or for more information on special enrollment rights, contact either:

U. S. Department of Labor	Employee Benefits Security Administration Website: www.dol.gov/ebsa Phone: (866) 444-EBSA (3272) OMB Control Number: 1210-0137 (expires 10-31-2017)
U. S. Department of Health and Human Services	Centers for Medicare and Medicaid Services Website: www.cms.hhs.gov Phone: (877) 267-2323, Ext. 61565

Important Contacts

Resource	Carrier	Phone Number	Phone/Web Address
City of Dallas Benefits Service Center	N/A	(855) 656-9114	www.cityofdallasbenefits.org
Medical Plan	Cigna	(800) 244-6224	www.mycigna.com
Pharmacy Plan	CVS/Caremark	(855) 465-0023	www.caremark.com
Vision Plan	Davis Vision	(800) 999-5431 Client code 7955	www.davisvision.com/member Client code 7955
Dental Plan	MetLife	(855) 676-9442	www.mybenefits.metlife.com
COBRA	Cigna	(800) 244-6224	www.mycigna.com
Life Insurance	Standard Life	(877) 474-4250	www.standard.com
Employee Assistance Program	Cigna	(877) 622-4327	www.cignabehavioral.com Employer ID: dallascityhall
401(k) and 457 Plans	Fidelity	(800) 343-0860	www.mysavingsatwork.com/atwork.htm
Employee Retirement Fund	N/A	(214) 580-7700 (877) 246-1791	www.dallaserf.org
Dallas Police and Fire Pension	N/A	(800) 638-3861	www.dpfp.org

City of Dallas Publication No. 15-16: 72

Additional copies may be obtained from the Benefits Service Center



City of Dallas

2017

Non-Medicare Eligible Retiree Benefits Enrollment Guide

cityofdallasbenefits.org



Human Resources Department
Benefits Service Center

This guide highlights the main features of many of the benefit plans sponsored by the City of Dallas. Full details of these plans are contained in the legal documents governing the plans. If there is any discrepancy between the plan documents and the information described here, the plan documents will govern. In all cases, the plan documents are the exclusive source for determining rights and benefits under the plans. Participation in the plans does not constitute an employment contract. The City of Dallas reserves the right to modify, amend or terminate any benefit plan or practice described in this guide. Nothing in this guide guarantees that any new plan provisions will continue in effect for any period of time.

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Important: If you or your dependents have Medicare or will become eligible for Medicare in the next 12 months, the Medicare Prescription Drug program gives you more choices about your prescription drug coverage. Please see pages 26 and 27 for more details.

Summaries of Benefits and Coverage

The government-required Summaries of Benefits and Coverage (SBCs), which summarize important information about your City of Dallas Cigna medical plan options, are available online at www.cityofdallasbenefits.org. A paper copy is also available, free of charge, by calling the Benefits Service Center at (855) 656-9114 or visiting City Hall, Room 1DS, Mon-Fri, 8:15 a.m.-5:15 p.m.



Greetings City of Dallas Retiree:

It is our pleasure to welcome you to the 2017 Open Enrollment. The City of Dallas provides an annual open enrollment period for retirees to review their benefits coverage and make new elections for the upcoming year.

Important things to know regarding 2017 Open Enrollment:

- **The retiree Open Enrollment period for 2017 starts September 26, 2016 and ends October 21, 2016**
- **Open Enrollment will be passive this year. If you are satisfied with your current benefit elections, no further action is required.**

To make changes to your benefits elections, or to enroll for 2017, contact the Benefits Service Center at (855) 656-9114 or visit the office at: Dallas City Hall, 1500 Marilla, Room 1DS.

■ **HEALTH BENEFITS COVERAGE UNDER STATE AND FEDERAL LAWS**

The City of Dallas Retiree Health Benefit Plan ("Plan") provides all retirees who are not eligible for Medicare benefits with the same level of benefits as the City provides its active employees and substitutes Medicare Supplement coverage for all Medicare-eligible retirees, as provided in Texas Local Government Code chapter 175. The Plan is minimum essential coverage, as defined by section 5000A(f)(E)(2)(A) of the Internal Revenue Code, because it is a governmental plan within the meaning of section 2791(d)(8) of the Public Health Service Act.

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

What's New for 2017?

- Medical coverage will transition from UnitedHealthcare to Cigna
 - The City of Dallas will offer two options for benefits:
 - **Health Reimbursement Account (HRA) Plan**
 - \$250 copay added for emergency room
 - **70/30 Plan**
 - \$250 emergency room copay (increase from \$100)
 - A new wellness points program will be in place to earn Benefit Rewards effective 1/1/2017
- Dental coverage will transition from UnitedHealthcare to MetLife
 - The City of Dallas will offer two, instead of three, dental plans – Dental HMO and Dental PPO
 - We are no longer offering the EPO plan. If you are currently enrolled in the dental EPO plan you will default to MetLife's dental PPO plan, if no election is made.
- Vision coverage will transition from UnitedHealthcare to Davis Vision
 - The City of Dallas will offer one plan instead of two
 - We are no longer offering the Buy-Up plan. If you are currently enrolled in the Buy-Up plan you will default to the standard plan, if no election is made.

The 2017 Benefits Enrollment Guide provides details about your benefit options. Reviewing the material contained in this guide will help you make informed decisions about your benefits for 2017. If you have any questions, please refer to the vendor contact information section to access our service providers.

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

Sincerely,

City of Dallas Benefits Team

Health Insurance Marketplace Coverage Options and Your Health Coverage

PART A: General Information

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

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. You may also be eligible for a tax credit that lowers your monthly premium right away. Typically, you can enroll in a Marketplace health plan during the Marketplace’s annual Open Enrollment period or if you experience a qualifying life event.

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

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

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

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

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

How Can I Get More Information?

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

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

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

Health Insurance Marketplace Coverage Options and Your Health Coverage

PART B: Information About Health Coverage Offered by Your Employer

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

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

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

As your employer, we offer a health plan to some employees. Eligible employees are:

- Full-time permanent employees, permanent part-time employees and variable hour employees who are intended to work at least 30 hours per week on average

With respect to dependents, we do offer coverage. Eligible dependents are:

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

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

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

If you decide to shop for coverage in the Marketplace, HealthCare.gov will guide you through the process.

Dependent Eligibility

If you are covered by a plan, in most cases, you may also cover your eligible dependents as outlined below. Your dependents (spouse and/or children) cannot be covered on a plan if you are not covered.

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

*Dependent children and dependent grandchildren are covered until the last day of their 26th birth month.

Making Changes to Coverage

Once you enroll, you cannot change your benefit choices until the next annual enrollment period. This is an IRS rule. However, you may make certain changes if you have a qualifying event that affects your benefits — and the event is consistent with your requested change. Typical qualifying events include:

- Marriage
- Divorce, legal separation, or annulment
- Birth, adoption, or legal guardianship of a child
- Death of a spouse/domestic partner or eligible dependent
- A change in the employment status of yourself, your spouse/domestic partner, or a dependent
- A dependent qualifies or no longer qualifies due to age
- Significant cost increases for benefit coverage
- Open enrollment occurs for a spouse's/domestic partner's or a dependent's plan
- Enrollment in or loss of state or federal medical coverage
- Your spouse/domestic partner or dependent makes an election change under another employer's plan
- You move out of your health plan's service area that requires a change in plans

You must notify the Benefits Service Center and provide proof of your qualifying event as soon as possible and before 30 days have passed. If you wait longer than 30 days, you must wait until the next annual enrollment to make a change.

60-Day Special Enrollment Period

In addition to these qualifying events, you and your dependents will have a special 60-day period to elect or discontinue coverage if:

- You or your dependent's Medicaid or CHIP (Children's Health Insurance Program) coverage is terminated as a result of loss of eligibility; or
- You or your dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP

Reminders

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

1. The Open Enrollment period for 2017 starts September 26, 2016, and ends October 21, 2016.
2. You must report a Qualifying Life Event within 30 days of that event to change your benefits plan.
3. New retirees must enroll in a benefits plan within 30 days of their retirement date; otherwise, they forfeit coverage.

Note: As a retiree, you may waive coverage at any time by completing a waiver form. Please be advised once your benefits are waived, you may not re-enroll in a City of Dallas benefits plan.

Non-Medicare Eligible Retiree Information

Enrollment Period: September 26, 2016, through October 21, 2016

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

Enrollment Method and Instructions:

- Annual Enrollment will be **passive**, meaning that retirees who do not wish to make any benefit election changes do not have to participate; their current plan—consisting of Medical (Non-Medicare-eligible and Medicare-eligible, Dental and Vision)—will roll over into the new plan year
- If you would like to make changes to your existing plans, you must contact the Benefits Service Center (Monday through Friday, 8:15 a.m. to 5:15 p.m.) at (855) 656-9114 to enroll during Open Enrollment
- To update your dependent information for 2017, please contact the Benefits Service Center. Please have the required documentation available to add dependents. You may fax these documents to (214) 659-7098. Please write your name, Employee/Retiree ID number, and a call-back number on each faxed page.
- If you make benefit elections by calling the Benefits Service Center, it will be treated as an agreement to pay any required premium through pension check deductions. If you call and experience a long hold time, please leave a voicemail message with a daytime call-back number. Your call will be returned within two business days. Spanish-speaking assistance will be available.

Verification of Personal Information

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

How to Enroll for New Retirees after Open Enrollment

If you are planning to retire in 2017, call or make an appointment with the Benefits Service Center before your retirement date to discuss retiree enrollment options and payroll deductions. You must enroll within 30 days of your date of retirement. You may be asked to pay the first two months' retiree health premiums in advance, depending on the date of retirement. If you do not enroll within 30 days of your retirement date, the Benefits Service Center will presume that you have waived your retiree coverage with the City of Dallas. **You will not be eligible to participate in the City's health coverage in the future.**

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

Upon becoming Medicare eligible, you should follow four steps:

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

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

2. Enrollment in Medicare Parts A and B

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

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

3. Enrollment in Medicare Supplement Plans

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

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

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

Medicare Eligible Retiree Information

Enrollment Types:

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

Enrollment Method and Instructions:

Open Enrollment for 2017 will be passive (you do not participate if you are satisfied with your current benefits elections, including Medical, Dental and Vision).

Medicare-eligible Retirees (AARP and UHC Medicare Rx Plans):

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

Retirees (UHC Dental and Vision):

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

Dependent Information

To update your dependent information for 2017, please take one of the following steps:

1. Call the Benefits Service Center and speak with a representative to add or remove a dependent(s). Please provide documentation as listed on the Eligible Dependent chart (refer to page 4).
2. If you do not plan to make changes, no action is required. Please check your current information for accuracy.
 - Elections made by calling the Benefits Service Center will be treated as an agreement to pay any required premium through pension check deductions

Should you experience long hold time when calling, leave a voicemail message with a daytime telephone number. A customer service representative will call you back within two business days. Spanish-speaking assistance is available.

Verification of Personal Information

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

Changing your Benefits During the Year (Qualified Status Change)

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

Reporting Eligibility Changes During the Year

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

Special Note

If you cancel your medical coverage as a retiree, this is considered a voluntary waiver of coverage. You or your dependents may not re-enroll in any City-Sponsored medical plans in the future.

Duplicate Medical Coverage by Retiree

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

Important Disclaimers

Paying for Medical Coverage

Medical contributions are paid on a post-tax basis for all retirees. Your annual cost of medical coverage depends on the benefit option you choose and the level of coverage you need. Contribution costs for 2017 can be found in this benefits and enrollment guide.

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

Benefits Information for Certain Medicare-eligible Retirees

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

- Annual Notice of Change (ANOC), which will include:
 - 2017 Formulary List
 - Summary of Benefits
 - Mail-order information
 - Pharmacy Directory
- Explanation of Benefits (EOB)
- Explanation of Coverage (EOC)

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

Medical Coverage

70/30 Plan

75/25 HRA Plan

Prescription Drug Coverage

When it comes to medical coverage, the City of Dallas offers two options through Cigna. Both medical options provide coverage for the same types of expenses, such as doctor’s office visits, preventive care, prescription drugs, and hospitalization. Preventive care services are covered at 100 percent. Under both plans, you choose a network provider each time you need medical care. If you use a non-network provider, you receive no benefits from the plan — you will be responsible for 100 percent of the cost for all care you receive. Visit www.mycigna.com to find providers in your network.

70/30 Plan

75/25 HRA Plan

Medical Plan Comparison

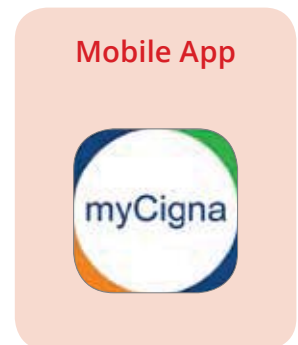
	70/30	75/25 with HRA
Calendar Year Total Deductible	\$3,000 (Individual); \$9,000 (Family)	\$2,500 (Individual); \$5,000 (Family)
City HRA Contribution	N/A	\$1,000 Individual/ \$2,000 family with wellness incentive \$700 Individual/\$1,700 family without wellness incentive
Calendar Year Out-of-Pocket Maximum	Combined with Pharmacy \$6,350 (Individual); \$12,700 (Family)	Combined with Pharmacy \$6,350 (Individual); \$12,700 (Family)
Preventive Care	Plan pays 100%	Plan pays 100%
Office Visits X-ray and Lab Work Urgent Care Facility only Inpatient Services Outpatient Services	Plan pays 70% after deductible is met	Plan pays 75% after deductible is met
Emergency Care	\$250 copay (waived if admitted) per visit, does not apply to deductible, applies to out-of-pocket max	\$250 copay (waived if admitted) per visit, does not apply to deductible, applies to out-of-pocket max
Enhanced facility benefit	Plan pays 90% after deductible is met	Plan pays 90% after deductible is met
Rx Deductible	\$750 individual	Combined with Medical Deductible above

Enhanced Benefit Tier

Both medical plans offer an enhanced facility benefit that will increase the benefits you receive from your City medical plan when you use certain Cigna network facilities.

When you visit a regular Cigna in-network facility for care, the plan pays your facility charges at 70 percent or 75 percent coinsurance after you meet your deductible. When you visit a facility that is part of the enhanced benefit tier, the plan pays your facility charges at **90 percent coinsurance** after you meet your deductible. This enhanced benefit applies to facility charges only — all other charges (physician fees, lab services, etc.) are paid at your plan’s regular levels.

The enhanced benefit tier currently includes **90 Baylor and Methodist facilities** all over the DFW metroplex. It includes hospitals, surgical centers, inpatient and outpatient facilities, MRI centers, and even some rehabilitation centers. To view the full list of facilities in the enhanced benefit network, visit www.mycigna.com (starting January 1st) and click on **Find a doctor**.



What Are Facility Charges?

Facility charges include costs for running the facility, such as: Supplies, Equipment, Exam rooms and Inpatient & Outpatient rooms

Facility charges do NOT include

Physician fees, Office visits, Lab work, Anesthesiologist, and Prescription drugs & medications

70/30 Plan (In-Network Benefits Only)

Lifetime Maximum	Unlimited
Calendar Year Total Deductible	\$3,000 (Individual); \$9,000 (Family)
Calendar Year Out-of-Pocket Maximum (Combined with Pharmacy)	\$6,350 (Individual); \$12,700 (Family)
Coinsurance	Member pays 30%; Plan pays 70% after deductible is met
Office Visits	Plan pays 70% after deductible is met
X-ray and Lab Work	Plan pays 70% after deductible is met
Preventive Care	Plan pays 100% (In-Network only)
Outpatient Services	Plan pays 70% after deductible is met
Inpatient Services	Plan pays 70% after deductible is met
Emergency Care	\$250 copay (waived if admitted) per visit, does not apply to deductible, applies to out-of-pocket max
Specialist Services & Urgent Care Services	Plan pays 70% after deductible is met
Enhanced Facility Benefit	Plan pays 90% after deductible is met when you use either Baylor or Methodist Hospitals in Dallas/Fort Worth. This applies to facility charges only. All other charges are paid at 70% after deductible is met.
Rx Coverage (CVS Caremark)	See page 15 for Program details
Rx Deductible	\$750 Individual

Monthly Rates				
Non-Medicare-eligible Retiree	Health Assessment Completed		Health Assessment NOT Completed	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Retiree Only	\$534.00	\$554.00	\$554.00	\$574.00
Retiree + Spouse	\$1,163.00	\$1,183.00	\$1,183.00	\$1,203.00
Retiree + Child(ren)	\$785.00	\$805.00	\$805.00	\$825.00
Retiree + Family	\$1,396.00	\$1,416.00	\$1,416.00	\$1,436.00
Spouse Only	\$922.00	\$942.00	\$942.00	\$962.00
Spouse + Child(ren)	\$1,163.00	\$1,183.00	\$1,183.00	\$1,203.00

Retiree Hired after 01/01/2010 are not eligible for City subsidy.

Monthly Rates for Retiree Hired after 01/01/2010		
Non-Medicare-eligible Retiree	Health Assessment Completed	Health Assessment NOT Completed
Retiree Only	\$825.00	\$845.00
Retiree + Spouse	\$1,814.00	\$1,834.00
Retiree + Child(ren)	\$1,289.00	\$1,309.00
Retiree + Family	\$2,219.00	\$2,239.00
Spouse Only	\$1,289.00	\$1,309.00
Spouse + Child(ren)	\$1,695.00	\$1,715.00

75/25 HRA Plan (In-Network Benefits Only)

	Wellness Incentive Earned	Wellness Incentive NOT Earned
Lifetime Maximum	Unlimited	Unlimited
Calendar Year Total Deductible	\$2,500 (Individual); \$5,000 (Family)	\$2,500 (Individual); \$5,000 (Family)
City HRA Contribution	\$1,000 (Individual); \$2,000 (Family)	\$700 (Individual); \$1,700 (Family)
Calendar Year Deductible (Your HRA Contribution)	\$1,500 (Individual); \$3,000 (Family)	\$1,800 (Individual); \$3,300 (Family)
Calendar Year Out-of-Pocket Maximum (Combined with Pharmacy)	\$6,350 (Individual); \$12,700 (Family)	\$6,350 (Individual); \$12,700 (Family)
Maximum HRA Rollover	\$6,000	\$6,000
Coinsurance	Member pays 25%; Plan pays 75% after deductible is met	
Office Visits	Plan pays 75% after deductible is met	
X-ray and Lab Work	Plan pays 75% after deductible is met	
Preventive Care	Plan pays 100% (In-Network only) Doesn't Reduce HRA	
Outpatient Services	Plan pays 75% after deductible is met	
Inpatient Services	Plan pays 75% after deductible is met	
Emergency Care	\$250 copay (waived if admitted) per visit, does not apply to deductible, applies to out-of-pocket max	
Specialist Services & Urgent Care Services	Plan pays 75% after deductible is met	
Enhanced Facility Benefit	Plan pays 90% after deductible is met when you use either Baylor or Methodist Hospitals in Dallas/Fort Worth. This applies to facility charges only. All other charges are paid at 75%, after deductible is met.	
Rx Coverage (CVS Caremark)	See page 15 for Program details	
Rx Deductible	Combined with Medical Deductible above	

Retiree Hired after 01/01/2010 are not eligible for City subsidy.

	Monthly Rates			
	Health Assessment Completed		Health Assessment NOT Completed	
	Non Tobacco	Tobacco	Non Tobacco	Tobacco
Retiree Only	\$609.00	\$629.00	\$629.00	\$649.00
Retiree + Spouse	\$1,276.00	\$1,296.00	\$1,296.00	\$1,316.00
Retiree + Child(ren)	\$922.00	\$942.00	\$942.00	\$962.00
Retiree + Family	\$1,549.00	\$1,569.00	\$1,569.00	\$1,589.00
Spouse Only	\$935.00	\$955.00	\$955.00	\$975.00
Spouse + Child(ren)	\$1,208.00	\$1,228.00	\$1,228.00	\$1,248.00

	Monthly Rates for Retiree Hired after 01/01/2010		
	Non-Medicare-eligible Retiree	Health Assessment Completed	Health Assessment NOT Completed
	Retiree Only	\$923.00	\$943.00
Retiree + Spouse	\$2,030.00	\$2,050.00	
Retiree + Child(ren)	\$1,441.00	\$1,461.00	
Retiree + Family	\$2,486.00	\$2,506.00	
Spouse Only	\$1,437.00	\$1,457.00	
Spouse + Child(ren)	\$1,892.00	\$1,912.00	

Health Reimbursement Account (HRA)



The 75/25 plan comes with a City-funded Health Reimbursement Account (HRA) to help you pay for out-of-pocket medical expenses, such as deductibles, coinsurance, and prescription drug copays. The amount the City of Dallas contributes to your HRA depends on your coverage level, your 2016 wellness incentive status, and your enrollment date.

Prorated HRA Funds (Based on the month of enrollment)

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

With the HRA, you receive a Cigna Healthcare Visa Debit Card to use for qualified health care expenses. In general, with this card you do not have to file any claims to your account. When you use the card, funds are automatically deducted from your account, and you pay nothing out of your pocket at the time of service. **You should keep all receipts and statements**, because you may be required to submit them to Cigna to document your expenditures.

Accessing Your HRA Funds

There are three ways to access your HRA funds:

- You may use the Cigna Healthcare Visa Debit Card, which will automatically debit your HRA balance at the point of purchase
- You can pay out of your pocket and file a claim for reimbursement from your HRA
- You will receive an Explanation of Benefits (EOB) then you will need to contact the provider to make payment

HRA Details

- The HRA is available when you enroll in the 75/25 plan and remain continuously enrolled
- You can use the HRA to help pay for eligible out-of-pocket medical expenses including deductibles, coinsurance amounts, prescription drugs, and other medical services not covered by the plan. HRA funds cannot be used for dental or vision expenses.
- You must use your cards. Claims will not be automatically paid.
- The City will contribute up to \$700 to your HRA for retiree-only coverage or up to \$1,700 to your HRA for family coverage. You'll receive an extra \$300 contribution if you complete the City's wellness steps. These funds are deposited into your account at the beginning of the year.
- Your HRA does not count as taxable income. That means you can cover eligible health care costs with tax-free dollars.
- Your HRA balance rolls over from year to year until you reach a maximum \$6,000 HRA balance. There are no "use it or lose it" rules.

If you enroll in one of the City of Dallas medical plans, you will automatically receive prescription drug coverage through CVS/Caremark. Ask your doctor or other prescriber if there is a generic available, as these generally cost less.

	70/30 Plan	75/25 HRA Plan
Generic Medications	10% (\$10 minimum)	10%
Preferred Brand-Name Medications	25% (\$25 minimum)	25%
Non-Preferred Brand-Name Medications (Includes Specialty Drug Formulary)	40% (\$40 minimum)	40%
Refill Limit	None	None
Annual Deductible	\$750 for an individual (Rx ONLY)	\$2,500 for an individual \$5,000 for a family (Combined with Medical)
Out-of-Pocket Max	\$6,350 for an individual \$12,700 for a family (Combined with Medical)	\$6,350 for an individual \$12,700 for a family (Combined with Medical)

CVS Caremark Retail Pharmacy Network

Short-term medications can be filled at network pharmacies up to a 31-day supply. The CVS Caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,400 CVS Pharmacy locations. To locate a pharmacy, simply click on “Find a Pharmacy” at www.caremark.com.

Long-Term Medications

This plan offers you choice and savings when it comes to filling long-term prescriptions (Up to a 90-day supply). Now you have two ways to save. Plus, you can easily order refills and manage your prescriptions anytime at www.caremark.com.

Retail 90	Mail Service Pharmacy
<ul style="list-style-type: none"> • Pick up your medication at a time that is convenient for you at a retail pharmacy • Enjoy same-day prescription availability • Talk with a pharmacist face-to-face • For maintenance medications 	<ul style="list-style-type: none"> • Enjoy convenient home delivery • Simply mail your original prescription and the mail service order form to CVS Caremark. • To sign up, call FastStart at 800-875-0867 or register online at www.caremark.com and select “Start a New Prescription”

Generic Step Therapy

For certain high-cost prescription drugs, you may need to try two alternative, generic medications first before “stepping up” to a more costly treatment. Your pharmacist will let you know at the time of purchase if your prescription requires step therapy.

Dispense As Written Penalty

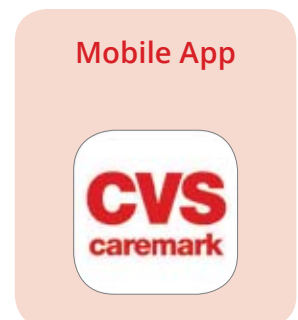
If you elect to fill a brand-name medication when a generic is available, you will pay your generic copay AND the cost difference between the brand-name and the generic medication. Generic drugs can save you money. They are chemically equivalent to brand-name medications, but they generally cost a fraction of the price.

Specialty Drug Formulary Prescriptions

Certain specialty drug formulary prescriptions — medications used to treat complex conditions like cancer, multiple sclerosis, and autoimmune disorders — must be filled with a drug on CVS/ Caremark’s approved list. If you choose to fill your prescription with a drug on the “excluded” list, you will be required to pay the full cost of that drug. Please visit cityofdallasbenefits.org for a list of excluded drugs.

Customer Care

Visit www.caremark.com or call at (855) 465-0023



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

Onsite Clinic Services for Retirees Enrolled in City of Dallas Medical Plans

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

Concentra TotalCare Health and Wellness Center

**1500 Marilla Street
Room 1CS
Dallas, TX 75201**

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

Concentra/City of Dallas Retiree Discount Program

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

If You Are	Concentra (Dallas City Hall)	Concentra (DFW Metroplex)
Retiree Covered by City Health Plan	Cost: \$0	Cost: \$25*/\$35**
Retiree NOT Covered by City Health Plan	Cost: \$25	Not eligible for discount

Please note: You may incur additional charges for services such as lab work and X-rays during your clinic visit.

* Copay for 75/25 HRA Plan Enrollees

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

Concentra/City of Dallas Retiree Discount Program



Clinic Locations

Choose from several locations throughout the DFW Metroplex

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

Dental and Vision Coverage

Dental PPO Plan
Dental HMO Plan
Vision Plan

The City of Dallas offers two dental plans through MetLife -- Dental PPO and Dental HMO. Both plans offer valuable features to save you money on dental care.

Dental PPO Plan

Dental HMO Plan

Dental Plan Comparison

	Dental PPO	Dental HMO
Choice of Dentist	Choose any dentist in-network or out-of-network (out-of-pocket costs may be higher when using out-of-network dentists).	Plan requires you to pre-select two in-network dentists at the time of enrollment. ¹ If your first choice provider is no longer accepting DHMO patients or is no longer a part of the DHMO network, your provider will default to your second provider choice.
Specialty Care	No referral needed	Your dentist will provide you with a referral to an in-network specialist.
In-Network Discount	Participating dentists have agreed to accept negotiated fees as payment in full for in-network services.	Plan provides access to hundreds of dental services that may be lower than your cost would be without the plan. ²
Benefits	Plan has a yearly deductible and annual benefits maximum. Plan covers a percentage of negotiated fees.	Plan offers no annual maximums, deductibles or claims. You are responsible for the co-payments for each covered procedure.

Finding a MetLife Participating Dentist

- Visit www.metlife.com and click on “Find a Dentist” on the right side of the home page
- Enter your zip code and select your plan
- For DPPO dentists, choose PDP Plus network
- For DHMO dentists, choose “Dental HMO/Managed Care”, then select Plan Name MET 185A

Mobile App



Users must register on www.mybenefits.metlife.com first before having access to information in the app.

¹ If your first choice provider is no longer accepting DHMO patients or is no longer a part of the DHMO network, your provider will default to your second provider choice.

² Certain limitations apply to some services. Please refer to your Schedule of Benefits at www.cityofdallasbenefits.org for full details.

The Dental PPO plan offers coverage for preventive, basic & major restoration, as well as orthodontia.

	In-Network % of Negotiated Fee*	Out-of-Network % of Negotiated Fee*
Deductible (Per Person†)	\$50	\$50
Annual Maximum Benefit (Per Person)	\$1,750	\$1,750
Orthodontia Lifetime Maximum (Per Person)	\$1,750	\$1,750
Coverage Type		
Type A - Preventive		
<ul style="list-style-type: none"> • Two cleanings in 12 months • Two exams per calendar year • Two fluoride treatments per calendar year for dependent children up to 16th birthday • Full mouth X-rays: one per 36 months • Bitewing X-rays: one set per calendar year for adults; one per calendar year for children 	100%	100%
Type B - Basic Restorative		
<ul style="list-style-type: none"> • Fillings: No Limit • Extractions • General Anesthesia: When dentally necessary in connection with oral surgery, extractions or other covered dental services 	80%	80%
Type C - Major Restorative		
<ul style="list-style-type: none"> • No waiting period for major services • Crown, Denture, and Bridges • Endodontics • Periodontics 	50%	50%
Type D - Orthodontia		
<ul style="list-style-type: none"> • All dental procedures performed in connection with orthodontic treatment are payable as Orthodontia 	50%	50%

Dental PPO Monthly Rate	
Retiree Only	\$19.96
Retiree + Spouse	\$36.70
Retiree + Child(ren)	\$36.90
Retiree + Family	\$51.88

* Negotiated Fee refers to the fees that participating dentists have agreed to accept as payment in full, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change.

† Child(ren)'s eligibility for dental coverage is from birth up to age 26.

The DHMO Plan offers a wide range of dental benefits through a network of participating dentists. With this plan, you are responsible for co-payments associated with each covered procedure.

If you are active in treatment or had prior orthodontic coverage

Continuing orthodontic treatment is available if you or your dependent qualify by enrolling within 30 days of the effective date for an eligible policyholder; you or your dependent had orthodontic coverage under the policyholder's prior plan and were in active orthodontic treatment, covered by that Plan, as of January 1, 2017. Upon receipt of a completed Continuing Orthodontic Form by us, with all supporting documentation, we will accept liability for continuing payment of the remaining balance owed, up to a maximum of \$1,500 times the percentage of the total treatment remaining as of this group contract's effective date.[†]

The Continuing Orthodontic provision is not available:

- thirty (30) days after January 1, 2017;
- to a person who enrolls after the group contract's effective date; or
- to a person who is not in active orthodontic treatment as of the effective date of this group contract

Lower out-of-pocket costs on more than 400 procedures

Here are some of the services in this plan...all of which will help you lower your dental care costs.

	Co-payment
Office visit	\$5 per visit (including all fees for sterilization and/or infection control)
Preventive Services	\$5 exams
	\$6 sealants (per tooth)
	\$0 x-rays
Crowns	\$255 porcelain, metal and titanium
Orthodontics	\$2,400 adults*
	\$2,600 children*
Osseous surgery	\$200
Root canals	\$95 - \$225
Extractions	\$15 - \$110 (higher cost for impacted tooth)
General anesthesia & nitrous oxide	\$0
Yearly cleanings (up to 4)	\$5 for the first two cleanings Additional cleanings: \$45 adults/\$35 children

Dental HMO Monthly Rate	
Retiree Only	\$8.20
Retiree + Spouse	\$15.08
Retiree + Child(ren)	\$15.16
Retiree + Family	\$21.32

[†] Subject to the section titled Dental Benefits: Limitations and Additional Charges and Dental Benefits: Exclusions.

* Additional charges for initial exam (\$250), removable appliance therapy and fixed appliance therapy.

Healthy eyes and clear vision are an important part of your overall health and quality of life. Your vision plan through Davis Vision helps you care for your eyes while saving you money. Choose from a national network of independent, private practice doctors or select retail partners in 50 states. Visit www.davisvision.com to find providers in your network.

In-Network Benefits

Eye Examination	
Every 12 months. Covered in full after \$10 copayment	
Eyeglasses (One-year eyeglass breakage warranty is included on plan eyewear)	
Spectacle Lenses (Every 12 months)	<ul style="list-style-type: none"> Covered in full after \$10 copayment Standard single-vision, lined bifocal, or trifocal lenses
Frames (Every 12 months)	<ul style="list-style-type: none"> Covered in full: Any Fashion, Designer or Premier frame from Davis Vision's Collection ¹ (value up to \$195) OR \$140 retail allowance toward any frame from provider, plus 20% off balance ² OR Receive a FREE frame at Visionworks ³
Contact Lenses	
Contact Lens Evaluation, Fitting & Follow Up Care (Every 12 months)	<ul style="list-style-type: none"> Collection Contacts: Covered in full after \$10 copay OR Non Collection Contacts <ul style="list-style-type: none"> Standard Contacts: Covered in full after \$10 copay Specialty Contacts ⁴: \$60 allowance with 15% off balance ² less \$10 copay
Contact Lenses – if you do not choose eyeglasses (Every 12 months)	<ul style="list-style-type: none"> Covered in full: Any contact lenses from Davis Vision's Contact Lens Collection ¹ OR \$130 retail allowance toward provider supplied contact lenses, plus 15% off balance ²

Out-Of-Network Benefits

You may receive services from an out-of-network provider, although you will receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network. If you choose an out-of-network provider, you must pay the provider directly for all charges and then submit a claim for reimbursement. The out-of-network claim form can be found on the member portion of the website at www.davisvision.com, using client code 7955.

Reimbursement Amount	Claims
Eye Examination up to \$40, Frame up to \$50 Spectacle Lenses (per pair) up to: Single Vision \$40, Bifocal \$60, Trifocal \$80, Lenticular \$100 Elective Contacts up to \$105 Visually Required Contacts up to \$225	Pay the provider directly for all charges and then submit a claim for reimbursement to: Vision Care Processing Unit P.O. Box 1525 Latham, NY 12110

Value-Added Features

- Mail Order Contact Lenses** : Replacement contacts (after initial benefit) through DavisVisionContacts.com
- Laser Vision Correction** : Discounts of up to 25 percent off the provider's fees, or 5 percent off advertised specials, whichever is lower. In addition, a one-time/lifetime allowance of \$500 ⁵ is available. For more information call Davis Vision at (877) 923-2847.

Mobile App



Vision Monthly Rate	
Retiree Only	\$4.92
Retiree + Spouse	\$9.00
Retiree + Child(ren)	\$9.44
Retiree + Family	\$14.50

¹ The Davis Vision Collection is available at most participating independent provider locations. Collection is subject to change. Collection is inclusive of select toric and multifocal contacts.
² Additional discounts not applicable at Walmart, Sam's Club or Costco locations.
³ The free frame benefit is available at all Visionworks locations nationwide and includes all frames except Maui Jim eyewear.
⁴ Including, but not limited to toric, multifocal and gas permeable contact lenses.
⁵ Applicable both in- and out-of-network. Additional discounts apply in-network.

Required Notices

Required Notices

Notice of Privacy Practices

Effective Date: April 14, 2003 Revised: August 31, 2015

This notice describes how medical information about you may be used and disclosed and how you may obtain access to this information. This notice addresses the changes set forth in the Final HIPAA Omnibus Rule. Please review carefully. The Health and Wellness Organized Health Care Arrangement "OHCA" includes the following plans and wellness program of the City of Dallas:

1. City of Dallas Active Employee Health Benefits Plan;
2. City of Dallas Retiree Health Benefits Plan;
3. City of Dallas Active Employee Prescription Drug Plan;
4. City of Dallas Retiree Prescription Drug Plan;
5. Employee Medical Spending Account that is part of the City of Dallas Cafeteria Plan;
6. City of Dallas Onsite Clinic;
7. City of Dallas Active Employee Vision Benefits Plan;
8. City of Dallas Active Employee Dental Benefits Plan;
9. City of Dallas Retiree Vision Benefits Plan;
10. City of Dallas Retiree Dental Benefits Plan; and
11. City of Dallas Wellness Program

These plans and program will be working together purposes of healthcare operations, using common systems to provide benefits to you.

Our Privacy Principles

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

- Our practices regarding the use and disclosure of your protected health information
- Your rights with respect to your protected health information
- Our duties with respect to your protected health information
- Your right to file a complaint about the use of your protected health information
- Whom you may contact for additional information about our privacy practices and
- Any breach of your unsecured Protected Health Information (PHI)

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

In this notice the terms "we," "our," and "OHCA" are used interchangeably to refer to the separate plans and program listed above as part of the City of Dallas Health and Wellness OHCA. The term "health information" refers to the information about you, your spouse, or your dependent(s) that is used or disclosed to the OHCA concerning your physical or

mental health or the medical services you received, your health benefits and payments. Health information includes all identifying information you provide to the any plans or program listed above to enroll for coverage, receive benefits, or participate in a program.

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

Privacy Officer

Call Compliance Hotline: (855) 345-4022

Email: hipaacompliance@dallascityhall.com

How Your Protected Health Information May Be Used or Disclosed

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

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

Treatment

When the plans and program in the OHCA do not provide treatment services, but your health care provider or physician does we (or the third-party plan administrator) may confirm your health benefits to a health care provider. For example, if your physician wishes to determine whether a plan covers a prospective treatment or medication, they may contact us (or our third-party administrator) for this information.

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

Required Notices

To Pay Your Health Insurance Premiums, Health Plan Contributions or Benefits

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

Plan Operations

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

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

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

To Business Associates

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

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

Disposal of Protected Health Information

Once we no longer need your protected health information we will either destroy it, return it, or if neither is feasible, we will store it securely and prohibit further uses and disclosures except to the extent use or disclosure is unavoidable for up to seven (7) years.

Other Uses and Disclosures Requiring Your Authorization

We are prohibited from using or disclosing your health information if the use or disclosure is not covered by a

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

Rights You Have Regarding Your Health Information

Right to Inspect and Copy

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

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

Right to Access Electronic Records

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

Right to Amend

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

Right to an Accounting of Disclosures

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

Required Notices

Right to Request Restrictions

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

Right to Request Confidential Communications

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

Right to Receive Notice of A Breach

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

Receive a Copy of This Notice

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

Changes to This Notice

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

Complaints and Questions

If you have questions regarding your privacy rights, please call the City of Dallas Privacy Officer at (214) 670-1436. If you believe your privacy rights have been violated, you may file a complaint by contacting the City of Dallas Privacy Officer at (214) 670-1436, by calling the Confidential Hotline at (855)-345-4022, by email at hipaacompliance@dallascityhall.com or with the Department of Health and Human Services. You will not be penalized for filing a complaint.

Human Resources Department	ATTN: Benefits Service Center 1500 Marilla Street, Room 1D South Dallas, TX 75201-6390 Phone: (855) 656-9114 Fax: (214) 659-7098
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Health Plan Representatives	Cigna Plans (75/25/HRA & 70/30) Phone: (800) 244-6224 Caremark (CVS) - Prescription Services Phone: (855) 465-0023 Davis Vision - Vision Plan Phone: (800) 999-5431 MetLife - Dental Plan Phone: (855) 676-9442
U. S. Department of Health and Human Services	Centers for Medicare and Medicaid Services Website: www.cms.hhs.gov Phone: (877) 267-2323, Ext. 61565

Important Notice About Your Prescription Drug Coverage & Medicare

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

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

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

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage—through no fault of your own—you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

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

Required Notices

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

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

You should also know that if you drop or lose your current coverage with the City of Dallas and are eligible for Medicare and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1 percent of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

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

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

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

For More Information About Your Options Under Medicare Prescription Drug Coverage

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

Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help.

Call 800-MEDICARE (800-633-4227). TTY users should call (877) 486-2048.

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

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

Date:	September 2016
Name of Sender:	City of Dallas
Office:	Benefits Service Center
Address:	1500 Marilla Street, 1D-South, Dallas, TX 75201
Phone Number:	(855) 656-9114

Women's Health Cancer Rights Act (WHCRA) Enrollment Notice

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

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

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

Newborn & Mothers Health Protection Notice

For maternity hospital stays, in accordance with federal law, the Plan does not restrict benefits, for any hospital length of stay in connection with childbirth for the mother or newborn child, to less than 48 hours following a vaginal delivery or less than 96 hours following a Cesarean delivery.

However, federal law generally does not prevent the mother's or newborn's attending care provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). The plan cannot require a provider to prescribe a length of stay any shorter than 48 hours (or 96 hours following a Cesarean delivery).

Notice of Special Enrollment Rights

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

Required Notices

However, you must request enrollment within 30 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage). In addition, if you have a new dependent as a result of marriage, birth, adoption or place for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days following the marriage, birth, adoption or placement for adoption. To request special enrollment or obtain more information, contact the Benefits Service Center at (855) 656-9114.

60-Day Special Enrollment Period

In addition to the qualifying events mentioned in this guide, you and your dependents will have a special 60-day period to elect or discontinue coverage if:

- You or your dependent's Medicaid or CHIP (Children's Health Insurance Program) coverage is terminated as a result of loss of eligibility; or
- You or your dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP

Wellness Program Disclosure

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

Health Insurance Marketplace Notice

Through the Affordable Care Act, Health Insurance Exchanges have been established across the country. Each state had the option to set up a state-based insurance Marketplace that allows individuals and employers to easily compare and evaluate health insurance plans. The state of Texas elected not to implement a state exchange, so the Health Insurance Exchange is run by the Federal government. Enrollment in health coverage on the Marketplace will open in November, with plans effective on January 1, 2017. The Patient Protection and Accountable Care Act requires employers covered by the Fair Labor Standards Act (FLSA) to provide a notice to employees prior to the beginning date of the Exchange.

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

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

- Include contact information for the Exchange and an explanation of appeal rights. Should you have any questions about your coverage, or to get additional information about this form, please contact the Benefits Service Center at (855) 656-9114.

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

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

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

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

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

Texas Residents
Website: <http://www.gethiptexas.com>
Phone: (800) 440-0493.

To see if any other states have added a premium assistance program since July 31, 2015, or for more information on special enrollment rights, contact either:

U. S. Department of Labor	Employee Benefits Security Administration Website: www.dol.gov/ebsa Phone: (866) 444-EBSA (3272) OMB Control Number: 1210-0137 (expires 10-31-2017)
U. S. Department of Health and Human Services	Centers for Medicare and Medicaid Services Website: www.cms.hhs.gov Phone: (877) 267-2323, Ext. 61565

Important Contacts

Resource	Carrier	Phone Number	Phone/Web Address
City of Dallas Benefits Service Center	N/A	(855) 656-9114	www.cityofdallasbenefits.org
Medical Plan	Cigna	(800) 244-6224	www.mycigna.com
Pharmacy Plan	CVS/Caremark	(855) 465-0023	www.caremark.com
Dental Plan	MetLife	(855) 676-9442	www.mybenefits.metlife.com
Vision Plan	Davis Vision	800-999-5431 Client code 7955	www.davisvision.com/member Client code 7955
Employee Retirement Fund	N/A	(214) 580-7700 (877) 246-1791	www.dallaserf.org
Dallas Police and Fire Pension	N/A	(800) 638-3861	www.dpfp.org

City of Dallas Publication No. 15-16: 73

Additional copies may be obtained from the Benefits Service Center



City of Dallas

2017

Medicare Eligible Retiree Benefits Enrollment Guide

cityofdallasbenefits.org



Human Resources Department
Benefits Service Center

This guide highlights the main features of many of the benefit plans sponsored by the City of Dallas. Full details of these plans are contained in the legal documents governing the plans. If there is any discrepancy between the plan documents and the information described here, the plan documents will govern. In all cases, the plan documents are the exclusive source for determining rights and benefits under the plans. Participation in the plans does not constitute an employment contract. The City of Dallas reserves the right to modify, amend or terminate any benefit plan or practice described in this guide. Nothing in this guide guarantees that any new plan provisions will continue in effect for any period of time.

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Important: If you or your dependents have Medicare or will become eligible for Medicare in the next 12 months, the Medicare Prescription Drug program gives you more choices about your prescription drug coverage. Please see pages 26 and 27 for more details.

Summaries of Benefits and Coverage

The government-required Summaries of Benefits and Coverage (SBCs), which summarize important information about your City of Dallas UnitedHealthcare medical plan options, are available online at www.cityofdallasbenefits.org. A paper copy is also available, free of charge, by calling the Benefits Service Center at (855) 656-9114 or visiting City Hall, Room 1DS, Mon-Fri, 8:15 a.m.-5:15 p.m.



Greetings City of Dallas Retiree:

It is our pleasure to welcome you to the 2017 Open Enrollment. The City of Dallas provides an annual open enrollment period for retirees to review their benefits coverage and make new elections for the upcoming year.

Important things to know regarding 2017 Open Enrollment:

- **The retiree Open Enrollment period for 2017 starts October 10, 2016 and ends October 31, 2016**
- **Open Enrollment will be passive this year. If you are satisfied with your current benefit elections, no further action is required.**

To make changes to your benefits elections, or to enroll for 2017, contact the Benefits Service Center at (855) 656-9114 or visit the office at: Dallas City Hall, 1500 Marilla, Room 1DS.

- **Medicare-eligible Retirees (AARP and UHC Medicare Rx Plans)**

- For AARP (plans C, F and K), call (800) 392-7537
- For UnitedHealthcare Group Medicare Advantage (High or Low Option), call (800) 950-9355
- For UHC Medicare Rx, contact the Benefits Service Center at (855) 656-9114

- **HEALTH BENEFITS COVERAGE UNDER STATE AND FEDERAL LAWS**

The City of Dallas Retiree Health Benefit Plan ("Plan") provides all retirees who are not eligible for Medicare benefits with the same level of benefits as the City provides its active employees and substitutes Medicare Supplement coverage for all Medicare-eligible retirees, as provided in Texas Local Government Code chapter 175. The Plan is minimum essential coverage, as defined by section 5000A(f)(E)(2)(A) of the Internal Revenue Code, because it is a governmental plan within the meaning of section 2791(d)(8) of the Public Health Service Act.

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

What's New for 2017?

- **Dental coverage will transition from UnitedHealthcare to MetLife**
 - The City of Dallas will offer two, instead of three, dental plans – Dental HMO and Dental PPO
 - We are no longer offering the EPO plan. If you are currently enrolled in the dental EPO plan you will default to MetLife's dental PPO plan, if no election is made.
- **Vision coverage will transition from UnitedHealthcare to Davis Vision**
 - The City of Dallas will offer one plan instead of two
 - We are no longer offering the Buy-Up plan. If you are currently enrolled in the Buy-Up plan you will default to the standard plan, if no election is made.

The 2017 Benefits Enrollment Guide provides details about your benefit options. Reviewing the material contained in this guide will help you make informed decisions about your benefits for 2017. If you have any questions, please refer to the vendor contact information section to access our service providers.

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

Sincerely,

City of Dallas Benefits Team

Enrollment Overview

Dependent Eligibility

If you are covered by a plan, in most cases, you may also cover your eligible dependents as outlined below. Your dependents (spouse and/or children) cannot be covered on a plan if you are not covered.

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

*Dependent children and dependent grandchildren are covered until the last day of their 26th birth month.

Making Changes to Coverage

Once you enroll, you cannot change your benefit choices until the next annual enrollment period. This is an IRS rule. However, you may make certain changes if you have a qualifying event that affects your benefits — and the event is consistent with your requested change. Typical qualifying events include:

- Marriage
- Divorce, legal separation, or annulment
- Birth, adoption, or legal guardianship of a child
- Death of a spouse/domestic partner or eligible dependent
- A change in the employment status of yourself, your spouse/domestic partner, or a dependent
- A dependent qualifies or no longer qualifies due to age
- Significant cost increases for benefit coverage
- Open enrollment occurs for a spouse's/domestic partner's or a dependent's plan
- Enrollment in or loss of state or federal medical coverage
- Your spouse/domestic partner or dependent makes an election change under another employer's plan
- You move out of your health plan's service area that requires a change in plans

You must notify the Benefits Service Center and provide proof of your qualifying event as soon as possible and before 30 days have passed. If you wait longer than 30 days, you must wait until the next annual enrollment to make a change.

60-Day Special Enrollment Period

In addition to these qualifying events, you and your dependents will have a special 60-day period to elect or discontinue coverage if:

- You or your dependent's Medicaid or CHIP (Children's Health Insurance Program) coverage is terminated as a result of loss of eligibility; or
- You or your dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP

Reminders

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

1. The Open Enrollment period for 2017 starts October 10, 2016, and ends October 31, 2016.
2. You must report a Qualifying Life Event within 30 days of that event to change your benefits plan.
3. New retirees must enroll in a benefits plan within 30 days of their retirement date; otherwise, they forfeit coverage.

Note: As a retiree, you may waive coverage at any time by completing a waiver form. Please be advised once your benefits are waived, you may not re-enroll in a City of Dallas benefits plan.

How to Enroll for New Retirees after Open Enrollment

If you are planning to retire in 2017, call or make an appointment with the Benefits Service Center before your retirement date to discuss retiree enrollment options and payroll deductions. You must enroll within 30 days of your date of retirement. You may be asked to pay the first two months' retiree health premiums in advance, depending on the date of retirement. If you do not enroll within 30 days of your retirement date, the Benefits Service Center will presume that you have waived your retiree coverage with the City of Dallas. **You will not be eligible to participate in the City's health coverage in the future.**

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

Upon becoming Medicare eligible, you should follow four steps:

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

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

2. Enrollment in Medicare Parts A and B

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

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

3. Enrollment in Medicare Supplement Plans

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

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

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

Medicare Eligible Retiree Information

Enrollment Types:

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

Enrollment Method and Instructions:

Open Enrollment for 2017 will be passive (you do not participate if you are satisfied with your current benefits elections, including Medical, Dental and Vision).

Medicare-eligible Retirees (AARP and UHC Medicare Rx Plans):

- For AARP (Plans C, F and K), call (800) 392-7537
- For UHC Medicare Rx, call the Benefits Service Center (855) 656-9114 or visit the center at Dallas City Hall, Room 1DS
- For UnitedHealthcare Group Medicare Advantage, call (800) 950-9355

Retirees (UHC Dental and Vision):

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

Dependent Information

To update your dependent information for 2017, please take one of the following steps:

4. Call the Benefits Service Center and speak with a representative to add or remove a dependent(s). Please provide documentation as listed on the Eligible Dependent chart (refer to page 3).
5. If you do not plan to make changes, no action is required. Please check your current information for accuracy.
 - Elections made by calling the Benefits Service Center will be treated as an agreement to pay any required premium through pension check deductions

Should you experience long hold time when calling, leave a voicemail message with a daytime telephone number. A customer service representative will call you back within two business days. Spanish-speaking assistance is available.

Verification of Personal Information

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

Changing your Benefits During the Year (Qualified Status Change)

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

Reporting Eligibility Changes During the Year

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

Special Note

If you cancel your medical coverage as a retiree, this is considered a voluntary waiver of coverage. You or your dependents may not re-enroll in any City-Sponsored medical plans in the future.

Duplicate Medical Coverage by Retiree

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

Important Disclaimers

Paying for Medical Coverage

Medical contributions are paid on a post-tax basis for all retirees. Your annual cost of medical coverage depends on the benefit option you choose and the level of coverage you need. Contribution costs for 2017 can be found in this benefits and enrollment guide.

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

Benefits Information for Certain Medicare-eligible Retirees

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

- Annual Notice of Change (ANOC), which will include:
 - 2017 Formulary List
 - Summary of Benefits
 - Mail-order information
 - Pharmacy Directory
- Explanation of Benefits (EOB)
- Explanation of Coverage (EOC)

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

Medicare Supplemental Plans

AARP Supplement Plan C
AARP Supplement Plan F
AARP Supplement Plan K
UHC Group Medicare Advantage Plan
United Medicare Rx Plan

Medicare Supplemental Plan Rates



AARP Supplement Plan Rates			
Tier	Plan C	Plan F	Plan K
Retiree Only	\$166	\$165	\$59
Retiree + Spouse	\$370	\$337	\$142
Spouse Only	\$249	\$243	\$71

UHC Group Medicare Advantage Plan Rates		
Tier	High Option	Low Option
Retiree Only	\$200	\$131
Retiree + Spouse	\$572	\$192
Spouse Only	\$377	\$260

United Medicare Rx Plan Rates		
Tier	Part D Option 1*	Part D Option 2**
Retiree Only	\$165	\$99
Retiree + Spouse	\$399	\$253
Spouse Only	\$199	\$178

* Option 1 has full gap coverage for brand name and generic drugs.

** Option 2 has full gap coverage for generic drugs only; donut hole would apply only to brand name drugs.

Monthly Cost for Texas Residents

Rates are for Texas residents only. Rates for other states will vary. All rates subject to change during 2017. Actual rates, which may contain discounts or surcharges, are subject to change and will be provided in the enrollment kits provided to prospective insured. Retirees also will pay Medicare Part B monthly premiums.

Medicare Part D Prescription-only Plan*

No medical included. Purchase with or without Medicare Supplement plan. This plan cannot be purchased with the PPO plans.

Medicare Part A

Hospital Services - Per Benefit Period¹

Services	Medicare Pays	Plan C Pays	You Pay
Hospitalization¹			
Semi-private room and board, general nursing and miscellaneous services and supplies			
First 60 days	All but \$1,288 *	\$1,288 (Part A Deductible)	\$0
61st thru 90th day	All but \$322/day *	\$322/day	\$0
91st day and after:			
• While using 60 lifetime reserve days	All but \$644/day	\$644/day	\$0
• Once lifetime reserve days are used:			
– Additional 365 days	\$0	100% of Medicare-eligible expenses	\$0 ²
– Beyond the additional 365 days	\$0	\$0	All costs
Skilled Nursing Facility Care¹			
You must meet Medicare's requirements, including having been in a hospital for at least three days and entered a Medicare-approved facility within 30 days after leaving the hospital			
First 20 days	All approved amounts	\$0	\$0
21st thru 100th day	All but \$161/day	Up to \$161/day	\$0
101st day and after	\$0	\$0	All costs
Blood			
First three pints	\$0	Three pints	\$0
Additional amounts	100%	\$0	\$0
Hospice Care			
You must meet Medicare's requirements, including a doctor's certification of terminal illness	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/coinsurance	\$0

* The rates illustrated in this table may not be accurate. Please contact AARP to confirm at (800) 392-7537.

¹ A benefit period begins on the first day you receive service as a hospital inpatient, and ends after you have been discharged and received no skilled care in any other facility for 60 consecutive days.

² NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid

Medicare Part B

Medical Services - Per Calendar Year

Services	Medicare Pays	Plan C Pays	You Pay
Medical Expenses Includes treatment in or out of the hospital and outpatient hospital treatment, such as physician services; inpatient and outpatient medical and surgical services and supplies; physical and speech therapy; diagnostic tests; and durable medical equipment			
First \$166 of Medicare-approved amounts ³	\$0	\$166 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	Generally 80%	Generally 20%	\$0
Part B excess charges (Above Medicare-approved amounts)	\$0	\$0	All costs
Blood			
First three pints	\$0	\$644/day	\$0
Next \$166 of Medicare-approved amounts ³	\$0	\$166 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	80%	20%	\$0

Medicare Parts A and B

Services	Medicare Pays	Plan C Pays	You Pay
Home Health Care Medicare-Approved Services			
Medically necessary skilled care services and medical supplies	100%	\$0	\$0
Durable Medical Equipment			
First \$166 of Medicare-approved amounts ³	\$0	\$166 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	80%	20%	\$0

Benefits Not Covered by Medicare

Services	Medicare Pays	Plan C Pays	You Pay
Foreign Travel- Not Covered by Medicare Medically necessary emergency care services beginning during the first 60 days of each trip outside the U.S.			
First \$250 each calendar year	\$0	\$0	\$250
Remainder of charges	\$0	80% to a lifetime maximum benefit of \$50,000	20% and amounts over the \$50,000 lifetime maximum

³ Once you have been billed \$166 of Medicare-approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

Medicare Part A

Hospital Services - Per Benefit Period¹

Services	Medicare Pays	Plan F Pays	You Pay
Hospitalization¹			
Semi-private room and board, general nursing and miscellaneous services and supplies			
First 60 days	All but \$1,288	\$1,288 (Part A Deductible)	\$0
61st thru 90th day	All but \$322/day	\$322/day	\$0
91st day and after:			
• While using 60 lifetime reserve days	All but \$644/day	\$644/day	\$0
• Once lifetime reserve days are used:			
– Additional 365 days	\$0	100% of Medicare-eligible expenses	\$0 ²
– Beyond the additional 365 days	\$0	\$0	All costs
Skilled Nursing Facility Care¹			
You must meet Medicare's requirements, including having been in a hospital for at least three days and entered a Medicare-approved facility within 30 days after leaving the hospital			
First 20 days	All approved amounts	\$0	\$0
21st thru 100th day	All but \$161/day	Up to \$161/day	\$0
101st day and after	\$0	\$0	All costs
Blood			
First three pints	\$0	Three pints	\$0
Additional amounts	100%	\$0	\$0
Hospice Care			
Available as long as you meet Medicare's requirements, your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/coinsurance	\$0

¹ A benefit period begins on the first day you receive service as a hospital inpatient, and ends after you have been discharged and received no skilled care in any other facility for 60 consecutive days.

² NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

Medicare Part B

Medical Services - Per Calendar Year

Services	Medicare Pays	Plan F Pays	You Pay
Medical Expenses			
Includes treatment in or out of the hospital and outpatient hospital treatment, such as physician services; inpatient and outpatient medical and surgical services and supplies; physical and speech therapy; diagnostic tests; and durable medical equipment			
First \$166 of Medicare-approved amounts ³	\$0	\$166 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	Generally 80%	Generally 20%	\$0
Part B excess charges (Above Medicare-approved amounts)	\$0	100%	\$0
Blood			
First three pints	\$0	All costs	\$0
Next \$166 of Medicare-approved amounts ³	\$0	\$166 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	80%	20%	\$0
Clinical Laboratory Services			
Tests for diagnostic services	100%	\$0	\$0

Medicare Parts A and B

Services	Medicare Pays	Plan F Pays	You Pay
Home Health Care			
Medicare-Approved Services			
Medically necessary skilled care services and medical supplies	100%	\$0	\$0
Durable Medical Equipment			
First \$166 of Medicare-approved amounts	\$0	\$166 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	80%	20%	\$0

Benefits Not Covered by Medicare

Services	Medicare Pays	Plan F Pays	You Pay
Foreign Travel- Not Covered by Medicare			
Medically necessary emergency care services beginning during the first 60 days of each trip outside the U.S.			
First \$250 each calendar year	\$0	\$0	\$250
Remainder of charges	\$0	80% to a lifetime maximum benefit of \$50,000	20% and amounts over the \$50,000 lifetime maximum

³ Once you have been billed \$166 of Medicare-approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

Medicare Part A

Hospital Services - Per Benefit Period¹

Services	Medicare Pays	Plan K Pays	You Pay
Hospitalization¹			
Semi-private room and board, general nursing and miscellaneous services and supplies			
First 60 days	All but \$1,288	\$644 (50% of Part A Deductible)	\$644 (50% of Part A Deductible) [◊]
61st thru 90th day	All but \$322/day	\$322/day	\$0
91st day and after:			
• While using 60 lifetime reserve days	All but \$644/day	\$644/day	\$0
• Once lifetime reserve days are used:			
– Additional 365 days	\$0	100% of Medicare-eligible expenses	\$0 ²
– Beyond the additional 365 days	\$0	\$0	All costs
Skilled Nursing Facility Care¹			
You must meet Medicare's requirements, including having been in a hospital for at least three days and entered a Medicare-approved facility within 30 days after leaving the hospital			
First 20 days	All approved amounts	\$0	\$0
21st thru 100th day	All but \$161/day	Up to \$80.50/day	Up to \$80.50/day [◊]
101st day and after	\$0	\$0	All costs
Blood			
First three pints	\$0	50%	50% [◊]
Additional amounts	100%	\$0	\$0
Hospice Care			
Available as long as you meet Medicare's requirements, your doctor certifies you are terminally ill and you elect to receive these services.	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care	50% of copayment/coinsurance	50% of Medicare copayment/coinsurance [◊]

¹ A benefit period begins on the first day you receive service as a hospital inpatient, and ends after you have been discharged and received no skilled care in any other facility for 60 consecutive days.

² NOTICE: When your Medicare Part A hospital benefits are exhausted, the insurer stands in place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

◊ You will pay half of the cost sharing of some covered services until you reach the annual out-of-pocket limit of \$4,960 each calendar year. The amounts that count toward your annual limit are noted with diamonds(◊) in the chart above. Once you reach the annual limit, the plan pays 100 percent of the Medicare copayment and Coinsurance fees for the remainder of the calendar year. However, this limit does NOT include charges from your provider that exceed Medicare-approved amounts (these are called "Excess Charges"); you will be responsible for paying the difference of the amount charged by your provider and the amount paid by Medicare for the item or service.

Medicare Part B

Medical Services - Per Calendar Year

Services	Medicare Pays	Plan K Pays	You Pay
Medical Expenses			
Includes treatment in or out of the hospital and outpatient hospital treatment, such as physician services; inpatient and outpatient medical and surgical services and supplies; physical and speech therapy; diagnostic tests; and durable medical equipment			
First \$166 of Medicare-approved amounts ⁵	\$0	\$0	\$166 (Part B Deductible) ⁵ ◊
Preventive Benefits for Medicare-covered services	Generally 75% or more of Medicare-approved amounts	Remainder of Medicare-approved amounts	All costs above Medicare-approved amounts
Part B excess charges (Above Medicare-approved amounts)	\$0	\$0	All costs (and they do not count toward annual out-of-pocket limit of \$4,960) ⁴
Blood			
First three pints	\$0	50%	50%◊
Next \$166 of Medicare-approved amounts ³	\$0	\$0	\$166 (Part B Deductible) ⁵ ◊
Remainder of Medicare-approved amounts	Generally 80%	Generally 10%	Generally 10%◊
Clinical Laboratory Services			
Tests for diagnostic services	100%	\$0	\$0

Medicare Parts A and B

Services	Medicare Pays	Plan K Pays	You Pay
Home Health Care			
Medicare-Approved Services			
Medically necessary skilled care services and medical supplies	100%	\$0	\$0
Durable Medical Equipment			
First \$166 of Medicare-approved amounts ⁶	\$0	\$0	\$166 (Part B Deductible)◊
Remainder of Medicare-approved amounts	80%	10%	10%◊

³ Once you have been billed \$166 of Medicare-approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

⁴ This plan limits your annual out-of-pocket payments for Medicare-approved amounts to \$4,960 per calendar year. However, this limit does NOT include charges from your provider that exceed Medicare-approved amounts (these are called "Excess Charges"); you will be responsible for paying the difference of the amount charged by your provider and the amount paid by Medicare for the item or service.

⁵ Once you have been billed \$166 of Medicare-approved amounts for covered services, your Part B deductible will have been met for the calendar year.

⁶ Medicare benefits are subject to change. Please consult the latest Guide to Health Insurance for People with Medicare.

◊ You will pay half of the cost sharing of some covered services until you reach the annual out-of-pocket limit of \$4,960 each calendar year. The amounts that count toward your annual limit are noted with diamonds(◊) in the chart above. Once you reach the annual limit, the plan pays 100 percent of the Medicare copayment and Coinsurance fees for the remainder of the calendar year. However, this limit does NOT include charges from your provider that exceed Medicare-approved amounts (these are called "Excess Charges"); you will be responsible for paying the difference of the amount charged by your provider and the amount paid by Medicare for the item or service.

UnitedHealthcare® Group Medicare Advantage



Benefits & Coverage	High Option HMO Plan 18409	Low Option HMO Plan 18410
Physician Services/Basic Health Services • Consultation, Diagnosis and Treatment, Primary Care Physician • Specialist	\$10 copayment per office visit \$20 copayment per office visit	\$15 copayment per office visit \$25 copayment per office visit
Annual Physical Examination (Includes Pap smears)	\$0 Primary Care Physician	Covered in Full
Immunizations • Flu Shots, Pneumococcal Vaccine and Hepatitis B Injections • All other Medicare-approved Immunizations		Covered in Full Covered in Full
Hospitalization	\$250 copayment per admission*	\$500 copayment per admission*
Non-network/Out-of-Area Urgent Care		\$25 copayment
Ambulance Services Medically Necessary Ambulance Transport		\$50 copayment
Outpatient Surgical Services • Certified Ambulatory Surgical Center • Outpatient Hospital Facility	\$125 copayment \$125 copayment	\$250 copayment \$250 copayment
Outpatient Mental Health Care/ Outpatient Substance Abuse Treatment	\$20 copayment	\$25 copayment
Inpatient Psychiatric Care/ Inpatient Substance Abuse Treatment	\$250 copayment per admission, up to 190 days lifetime maximum in a psychiatric hospital	\$500 copayment per admission, up to 190 days lifetime maximum in a psychiatric hospital
Emergency Services (Covered worldwide) You may go to any emergency room if you reasonably believe you need emergency care		\$50 copayment, waived if admitted to hospital within 24 hours for the same condition
Prescription Drugs - Retail (up to 30-day supply)	\$10 generic; \$20 brand name; \$40 non-formulary	\$15 generic; \$25 brand-name; \$40 non-formulary
Prescription Drugs - Mail Order (90-day supply)	\$20 generic; \$40 brand name; \$80 non-formulary	\$30 generic; \$50 brand-name; \$80 non-formulary
Renal Dialysis	\$20 at network facility or Medicare facility	\$25 at network facility or Medicare facility
Radiation Therapy	\$20 copayment	\$25 copayment
Radiology Services • Standard X-ray Films • Specialized Scanning & Imaging Procedures: CT, SPECT, PET, MRI (with or without contrast media)	Covered in Full	\$15 Primary Care Physician \$25 Specialist copayment, per office visit
Skilled Nursing Facility Care		\$0/day for Days 1-20; \$50/day for Days 21-100; up to 100 days per benefit period** in a Medicare-certified Skilled Nursing Facility
Vision Care Examination for Eyeglasses (Refraction)	\$10 per visit for Medicare-covered eye exams; \$20 Specialist copayment per office visit	\$25 per visit for Medicare-covered eye exams
Hearing Services Routine Hearing Examination	Medicare diagnostic hearing examinations - \$20 Specialist copayment per office visit	\$25 per visit for Medicare-covered hearing exams
Chiropractic Services	\$10 copayment per office visit; Medicare benefit only	\$25 copayment per office visit; Medicare benefit only

* Inpatient Hospital copayments are not charged on a per-admission or daily basis. Original Medicare hospital benefit periods do not apply. For Inpatient Hospital, you are covered for an unlimited number of days as long as they hospital stay is medically necessary and authorized by UnitedHealthcare or contracting providers. When you are admitted to an Inpatient Hospital and then subsequently transferred to another Inpatient Hospital, you pay the copayment charged for the first hospital admission. You do not pay a copayment for the second hospital admission; the copayment is waived.

**A benefit period begins the day you go to a hospital. The benefit period ends when you have not received hospital or skilled care (in a SNF) for 60 consecutive days. If you go into the hospital after one benefit period has ended, a new benefit period begins. You must pay the skilled nursing facility care copayment, if applicable, for each benefit period. There is no limit to the number of benefit periods you can have.

Key Features

- No annual deductible or out-of-pocket maximum – start saving with the first prescription you fill.
- Predictable and affordable flat copays as low as \$10.00 for generic drugs.
- The United Medicare Rx plan has three different levels of copays for a 30-day supply of prescription drugs
- National pharmacy network with more than 65,000 convenient locations so you are covered at home or while you are traveling across the United States.
- A formulary that includes 100 percent of the drugs covered by Medicare Part D. A complete formulary listing will be available on request or online at www.UnitedMedicareRx.com.

Copays

Contracted Retail Pharmacy Copay Levels	Type of Medication
Tier 1 - \$10	Most generic drugs, lowest copay
Tier 2 - \$25	Preferred brand-name drugs, medium copay
Tier 3/Specialty - \$50	Non-preferred or unique drugs, higher copay

Drug Benefits

	United Medicare Rx™ Option I	United Medicare Rx™ Option II
Coverage Detail	No Coverage Gap No need to worry about the coverage gap or “doughnut hole”; you are fully covered.	Coverage Gap (donut hole) • Tier 1 drugs covered at copays in the gap • Medicare Part D covered brand medications in the gap at 50-percent Coinsurance
Outpatient Prescription Drugs		
Out-of-Pocket Costs	\$0 - \$4,700 (a) in Enrollee/Plan Out-of-Pocket	\$0 - \$2,960 (a) in Enrollee/Plan Out-of-Pocket. (Until you reach the coverage gap/donut hole)
Retail One month (30 day) supply		\$10 copay for Tier 1 drugs \$25 copay for Tier 2 drugs \$50 copay for Tier 3 or Specialty Tier drugs
Mail Services† Three month (90 day) supply		\$20 copay for Tier 1 drugs \$50 copay for Tier 2 drugs \$100 copay for Tier 3 drugs
Coverage Gap (Donut Hole)		
Out-of-Pocket Costs	N/A	\$2,960 - \$4,700 (a) in Enrollee/Plan/Manufacturer Out-of-Pocket Expense
Retail One month (30 day) supply	N/A	• \$10 copay for of generic drugs • Approximately 50% Coinsurance for Medicare coverage brand drugs. (Tier 2 and 3)
Mail Services† Three month (90 day) supply	N/A	• \$20 copay for generic drugs • Approximately 50% Coinsurance for Medicare coverage brand drugs. (Tier 2 and 3)
Catastrophic Care		
Out-of-Pocket Costs	Over \$4,700 (a) in Enrollee Out-of-Pocket	
Your Costs	The greater of \$2.65 or 5 percent Coinsurance for generic or a preferred brand name drug that is a multi-source drug, and \$6.60 for all other drugs, or 5 percent once your total out-of-pocket costs reach \$4,700	

† Get through our contracted Mail Service Pharmacy.

Dental and Vision Coverage

Dental PPO Plan
Dental HMO Plan
Vision Plan

The City of Dallas offers two dental plans through MetLife -- Dental PPO and Dental HMO. Both plans offer valuable features to save you money on dental care.

Dental PPO Plan

Dental HMO Plan

Dental Plan Comparison

	Dental PPO	Dental HMO
Choice of Dentist	Choose any dentist in-network or out-of-network (out-of-pocket costs may be higher when using out-of-network dentists).	Plan requires you to pre-select two in-network dentists at the time of enrollment. ¹ If your first choice provider is no longer accepting DHMO patients or is no longer a part of the DHMO network, your provider will default to your second provider choice.
Specialty Care	No referral needed	Your dentist will provide you with a referral to an in-network specialist.
In-Network Discount	Participating dentists have agreed to accept negotiated fees as payment in full for in-network services.	Plan provides access to hundreds of dental services that may be lower than your cost would be without the plan. ²
Benefits	Plan has a yearly deductible and annual benefits maximum. Plan covers a percentage of negotiated fees.	Plan offers no annual maximums, deductibles or claims. You are responsible for the co-payments for each covered procedure.

Finding a MetLife Participating Dentist

- Visit www.metlife.com and click on “Find a Dentist” on the right side of the home page
- Enter your zip code and select your plan
- For DPPO dentists, choose PDP Plus network
- For DHMO dentists, choose “Dental HMO/Managed Care”, then select Plan Name MET 185A

Mobile App



Users must register on www.mybenefits.metlife.com first before having access to information in the app.

¹ If your first choice provider is no longer accepting DHMO patients or is no longer a part of the DHMO network, your provider will default to your second provider choice.

² Certain limitations apply to some services. Please refer to your Schedule of Benefits at www.cityofdallasbenefits.org for full details.

The Dental PPO plan offers coverage for preventive, basic & major restoration, as well as orthodontia.

	In-Network % of Negotiated Fee*	Out-of-Network % of Negotiated Fee*
Deductible (Per Person†)	\$50	\$50
Annual Maximum Benefit (Per Person)	\$1,750	\$1,750
Orthodontia Lifetime Maximum (Per Person)	\$1,750	\$1,750
Coverage Type		
Type A - Preventive		
<ul style="list-style-type: none"> • Two cleanings in 12 months • Two exams per calendar year • Two fluoride treatments per calendar year for dependent children up to 16th birthday • Full mouth X-rays: one per 36 months • Bitewing X-rays: one set per calendar year for adults; one per calendar year for children 	100%	100%
Type B - Basic Restorative		
<ul style="list-style-type: none"> • Fillings: No Limit • Extractions • General Anesthesia: When dentally necessary in connection with oral surgery, extractions or other covered dental services 	80%	80%
Type C - Major Restorative		
<ul style="list-style-type: none"> • No waiting period for major services • Crown, Denture, and Bridges • Endodontics • Periodontics 	50%	50%
Type D - Orthodontia		
<ul style="list-style-type: none"> • All dental procedures performed in connection with orthodontic treatment are payable as Orthodontia 	50%	50%

Dental PPO Monthly Rate	
Retiree Only	\$19.96
Retiree + Spouse	\$36.70
Retiree + Child(ren)	\$36.90
Retiree + Family	\$51.88

* Negotiated Fee refers to the fees that participating dentists have agreed to accept as payment in full, subject to any copayments, deductibles, cost sharing and benefits maximums. Negotiated fees are subject to change.

† Child(ren)'s eligibility for dental coverage is from birth up to age 26.

The DHMO Plan offers a wide range of dental benefits through a network of participating dentists. With this plan, you are responsible for co-payments associated with each covered procedure.

If you are active in treatment or had prior orthodontic coverage

Continuing orthodontic treatment is available if you or your dependent qualify by enrolling within 30 days of the effective date for an eligible policyholder; you or your dependent had orthodontic coverage under the policyholder's prior plan and were in active orthodontic treatment, covered by that Plan, as of January 1, 2017. Upon receipt of a completed Continuing Orthodontic Form by us, with all supporting documentation, we will accept liability for continuing payment of the remaining balance owed, up to a maximum of \$1,500 times the percentage of the total treatment remaining as of this group contract's effective date.[†]

The Continuing Orthodontic provision is not available:

- thirty (30) days after January 1, 2017;
- to a person who enrolls after the group contract's effective date; or
- to a person who is not in active orthodontic treatment as of the effective date of this group contract

Lower out-of-pocket costs on more than 400 procedures

Here are some of the services in this plan...all of which will help you lower your dental care costs.

	Co-payment
Office visit	\$5 per visit (including all fees for sterilization and/or infection control)
Preventive Services	\$5 exams
	\$6 sealants (per tooth)
	\$0 x-rays
Crowns	\$255 porcelain, metal and titanium
Orthodontics	\$2,400 adults*
	\$2,600 children*
Osseous surgery	\$200
Root canals	\$95 - \$225
Extractions	\$15 - \$110 (higher cost for impacted tooth)
General anesthesia & nitrous oxide	\$0
Yearly cleanings (up to 4)	\$5 for the first two cleanings Additional cleanings: \$45 adults/\$35 children

Dental HMO Monthly Rate	
Retiree Only	\$8.20
Retiree + Spouse	\$15.08
Retiree + Child(ren)	\$15.16
Retiree + Family	\$21.32

[†] Subject to the section titled Dental Benefits: Limitations and Additional Charges and Dental Benefits: Exclusions.

* Additional charges for initial exam (\$250), removable appliance therapy and fixed appliance therapy.

Healthy eyes and clear vision are an important part of your overall health and quality of life. Your vision plan through Davis Vision helps you care for your eyes while saving you money. Choose from a national network of independent, private practice doctors or select retail partners in 50 states.

Visit www.davisvision.com to find providers in your network.

In-Network Benefits

Eye Examination	
Every 12 months. Covered in full after \$10 copayment	
Eyeglasses (One-year eyeglass breakage warranty is included on plan eyewear)	
Spectacle Lenses (Every 12 months)	<ul style="list-style-type: none"> Covered in full after \$10 copayment Standard single-vision, lined bifocal, or trifocal lenses
Frames (Every 12 months)	<ul style="list-style-type: none"> Covered in full: Any Fashion, Designer or Premier frame from Davis Vision's Collection ¹ (value up to \$195) OR \$140 retail allowance toward any frame from provider, plus 20% off balance ² OR Receive a FREE frame at Visionworks ³
Contact Lenses	
Contact Lens Evaluation, Fitting & Follow Up Care (Every 12 months)	<ul style="list-style-type: none"> Collection Contacts: Covered in full after \$10 copay OR Non Collection Contacts <ul style="list-style-type: none"> Standard Contacts: Covered in full after \$10 copay Specialty Contacts ⁴: \$60 allowance with 15% off balance ² less \$10 copay
Contact Lenses – if you do not choose eyeglasses (Every 12 months)	<ul style="list-style-type: none"> Covered in full: Any contact lenses from Davis Vision's Contact Lens Collection ¹ OR \$130 retail allowance toward provider supplied contact lenses, plus 15% off balance ²

Out-Of-Network Benefits

You may receive services from an out-of-network provider, although you will receive the greatest value and maximize your benefit dollars if you select a provider who participates in the network. If you choose an out-of-network provider, you must pay the provider directly for all charges and then submit a claim for reimbursement. The out-of-network claim form can be found on the member portion of the website at www.davisvision.com, using client code 7955.

Reimbursement Amount	Claims
Eye Examination up to \$40, Frame up to \$50 Spectacle Lenses (per pair) up to: Single Vision \$40, Bifocal \$60, Trifocal \$80, Lenticular \$100 Elective Contacts up to \$105 Visually Required Contacts up to \$225	Pay the provider directly for all charges and then submit a claim for reimbursement to: Vision Care Processing Unit P.O. Box 1525 Latham, NY 12110

Value-Added Features

- Mail Order Contact Lenses** : Replacement contacts (after initial benefit) through DavisVisionContacts.com
- Laser Vision Correction** : Discounts of up to 25 percent off the provider's fees, or 5 percent off advertised specials, whichever is lower. In addition, a one-time/lifetime allowance of \$500 ⁵ is available. For more information call Davis Vision at (877) 923-2847.

Mobile App



Vision Monthly Rate	
Retiree Only	\$4.92
Retiree + Spouse	\$9.00
Retiree + Child(ren)	\$9.44
Retiree + Family	\$14.50

¹ The Davis Vision Collection is available at most participating independent provider locations. Collection is subject to change. Collection is inclusive of select toric and multifocal contacts.
² Additional discounts not applicable at Walmart, Sam's Club or Costco locations.
³ The free frame benefit is available at all Visionworks locations nationwide and includes all frames except Maui Jim eyewear.
⁴ Including, but not limited to toric, multifocal and gas permeable contact lenses.
⁵ Applicable both in- and out-of-network. Additional discounts apply in-network.

Required Notices

Required Notices

Notice of Privacy Practices

Effective Date: April 14, 2003 Revised: August 31, 2015

This notice describes how medical information about you may be used and disclosed and how you may obtain access to this information. This notice addresses the changes set forth in the Final HIPAA Omnibus Rule. Please review carefully. The Health and Wellness Organized Health Care Arrangement "OHCA" includes the following plans and wellness program of the City of Dallas:

1. City of Dallas Active Employee Health Benefits Plan;
2. City of Dallas Retiree Health Benefits Plan;
3. City of Dallas Active Employee Prescription Drug Plan;
4. City of Dallas Retiree Prescription Drug Plan;
5. Employee Medical Spending Account that is part of the City of Dallas Cafeteria Plan;
6. City of Dallas Onsite Clinic;
7. City of Dallas Active Employee Vision Benefits Plan;
8. City of Dallas Active Employee Dental Benefits Plan;
9. City of Dallas Retiree Vision Benefits Plan;
10. City of Dallas Retiree Dental Benefits Plan; and
11. City of Dallas Wellness Program

These plans and program will be working together purposes of healthcare operations, using common systems to provide benefits to you.

Our Privacy Principles

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

- Our practices regarding the use and disclosure of your protected health information
- Your rights with respect to your protected health information
- Our duties with respect to your protected health information
- Your right to file a complaint about the use of your protected health information
- Whom you may contact for additional information about our privacy practices and
- Any breach of your unsecured Protected Health Information (PHI)

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

In this notice the terms "we," "our," and "OHCA" are used interchangeably to refer to the separate plans and program listed above as part of the City of Dallas Health and Wellness OHCA. The term "health information" refers to the information about you, your spouse, or your dependent(s) that is used or disclosed to the OHCA concerning your physical or

mental health or the medical services you received, your health benefits and payments. Health information includes all identifying information you provide to the any plans or program listed above to enroll for coverage, receive benefits, or participate in a program.

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

Privacy Officer

Call Compliance Hotline: (855) 345-4022

Email: hipaacompliance@dallascityhall.com

How Your Protected Health Information May Be Used or Disclosed

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

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

Treatment

When the plans and program in the OHCA do not provide treatment services, but your health care provider or physician does we (or the third-party plan administrator) may confirm your health benefits to a health care provider. For example, if your physician wishes to determine whether a plan covers a prospective treatment or medication, they may contact us (or our third-party administrator) for this information.

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

Required Notices

To Pay Your Health Insurance Premiums, Health Plan Contributions or Benefits

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

Plan Operations

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

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

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

To Business Associates

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

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

Disposal of Protected Health Information

Once we no longer need your protected health information we will either destroy it, return it, or if neither is feasible, we will store it securely and prohibit further uses and disclosures except to the extent use or disclosure is unavoidable for up to seven (7) years.

Other Uses and Disclosures Requiring Your Authorization

We are prohibited from using or disclosing your health information if the use or disclosure is not covered by a

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

Rights You Have Regarding Your Health Information

Right to Inspect and Copy

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

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

Right to Access Electronic Records

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

Right to Amend

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

Right to an Accounting of Disclosures

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

Required Notices

Right to Request Restrictions

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

Right to Request Confidential Communications

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

Right to Receive Notice of A Breach

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

Receive a Copy of This Notice

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

Changes to This Notice

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

Complaints and Questions

If you have questions regarding your privacy rights, please call the City of Dallas Privacy Officer at (214) 670-1436. If you believe your privacy rights have been violated, you may file a complaint by contacting the City of Dallas Privacy Officer at (214) 670-1436, by calling the Confidential Hotline at (855)-345-4022, by email at hipaacompliance@dallascityhall.com or with the Department of Health and Human Services. You will not be penalized for filing a complaint.

Human Resources Department	ATTN: Benefits Service Center 1500 Marilla Street, Room 1D South Dallas, TX 75201-6390 Phone: (855) 656-9114 Fax: (214) 659-7098
U. S. Department of Health and Human Services	Centers for Medicare and Medicaid Services Website: www.cms.hhs.gov Phone: (877) 267-2323, Ext. 61565

Health Plan Representatives	AARP - Medicare Part A & B Phone: (800) 392-7537
	UnitedHealthcare - Group Medicare Advantage Phone: (800) 950-9355
	UnitedHealthcare - Medicare Part D Prescription Plan Phone: (800) 981-6648
	Davis Vision - Vision Plan Phone: (800) 999-5431
	MetLife - Dental Plan Phone: (855) 676-9442

Important Notice About Your Prescription Drug Coverage & Medicare

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

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

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

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage—through no fault of your own—you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

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

Required Notices

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

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

You should also know that if you drop or lose your current coverage with the City of Dallas and are eligible for Medicare and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1 percent of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

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

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

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

For More Information About Your Options Under Medicare Prescription Drug Coverage

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

Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help.

Call 800-MEDICARE (800-633-4227). TTY users should call (877) 486-2048.

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

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

Date:	October 2016
Name of Sender:	City of Dallas
Office:	Benefits Service Center
Address:	1500 Marilla Street, 1D-South, Dallas, TX 75201
Phone Number:	(855) 656-9114

Women's Health Cancer Rights Act (WHCRA) Enrollment Notice

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

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

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

Newborn & Mothers Health Protection Notice

For maternity hospital stays, in accordance with federal law, the Plan does not restrict benefits, for any hospital length of stay in connection with childbirth for the mother or newborn child, to less than 48 hours following a vaginal delivery or less than 96 hours following a Cesarean delivery.

However, federal law generally does not prevent the mother's or newborn's attending care provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours, as applicable). The plan cannot require a provider to prescribe a length of stay any shorter than 48 hours (or 96 hours following a Cesarean delivery).

Notice of Special Enrollment Rights

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

Required Notices

However, you must request enrollment within 30 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage). In addition, if you have a new dependent as a result of marriage, birth, adoption or place for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days following the marriage, birth, adoption or placement for adoption. To request special enrollment or obtain more information, contact the Benefits Service Center at (855) 656-9114.

60-Day Special Enrollment Period

In addition to the qualifying events mentioned in this guide, you and your dependents will have a special 60-day period to elect or discontinue coverage if:

- You or your dependent's Medicaid or CHIP (Children's Health Insurance Program) coverage is terminated as a result of loss of eligibility; or
- You or your dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP

Wellness Program Disclosure

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

Health Insurance Marketplace Notice

Through the Affordable Care Act, Health Insurance Exchanges have been established across the country. Each state had the option to set up a state-based insurance Marketplace that allows individuals and employers to easily compare and evaluate health insurance plans. The state of Texas elected not to implement a state exchange, so the Health Insurance Exchange is run by the Federal government. Enrollment in health coverage on the Marketplace will open in November, with plans effective on January 1, 2017. The Patient Protection and Accountable Care Act requires employers covered by the Fair Labor Standards Act (FLSA) to provide a notice to employees prior to the beginning date of the Exchange.

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

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

- Include contact information for the Exchange and an explanation of appeal rights. Should you have any questions about your coverage, or to get additional information about this form, please contact the Benefits Service Center at (855) 656-9114.

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

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

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

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

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

Texas Residents
Website: <http://www.gethiptexas.com>
Phone: (800) 440-0493.

To see if any other states have added a premium assistance program since July 31, 2015, or for more information on special enrollment rights, contact either:

U. S. Department of Labor	Employee Benefits Security Administration Website: www.dol.gov/ebsa Phone: (866) 444-EBSA (3272) OMB Control Number: 1210-0137 (expires 10-31-2017)
U. S. Department of Health and Human Services	Centers for Medicare and Medicaid Services Website: www.cms.hhs.gov Phone: (877) 267-2323, Ext. 61565

Important Contacts

Resource	Carrier	Phone Number	Web Address
City of Dallas Benefits Service Center	N/A	(855) 656-9114	www.cityofdallasbenefits.org
Medicare Part A&B	AARP	(800) 392-7537	www.aarphealthcare.com
UnitedHealthcare Group Medicare Advantage	UnitedHealthcare	(800) 950-9355	www.uhcretiree.com
Medicare Part D Prescription Plan	UnitedHealthcare	Questions only: (800) 981-6648 Enroll or change plans: (855) 656-9114	www.unitedmedicarerx.com
Dental Plan	MetLife	(855) 676-9442	www.mybenefits.metlife.com
Vision Plan	Davis Vision	800-999-5431 Client code 7955	www.davisvision.com/member Client code 7955
Employee Retirement Fund	N/A	(214) 580-7700 (877) 246-1791	www.dallaserf.org
Dallas Police and Fire Pension	N/A	(800) 638-3861	www.dpfp.org

City of Dallas Publication No. 15-16: 86

Additional copies may be obtained from the Benefits Service Center

KEY FOCUS AREA: E-Gov

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Human Resources
Business Development & Procurement Services

CMO: A. C. Gonzalez, 670-3302
Elizabeth Reich, 670-7804

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 2 to exercise the first of two one-year renewal options to the service contract with Concentra Health Services, Inc., on behalf of and as agent for Occupational Health Centers of the Southwest, P.A., to continue to operate and manage an on-site medical clinic at City Hall and provide access to Concentra clinics within the Dallas Metroplex for the period January 1, 2017 through December 31, 2017 - Not to exceed \$576,022, from \$4,788,052 to \$5,364,074 - Financing: Employee Benefits Current Funds (subject to annual appropriations)

BACKGROUND

This renewal option will continue to provide for the continued operation of the on-site medical clinic at City Hall. The on-site medical clinic at City Hall provides primary, urgent, preventive care and wellness services. The objective of the clinic is to provide City staff, their dependents and retirees with a medical facility that is centralized and geared toward providing on-site medical services. Additionally, the on-site medical facility allows staff to obtain medical care conveniently which include treatment for common injuries and illnesses such as sprains, cuts, flu and upper respiratory infection. The Concentra clinic promotes the overall health of City staff, retirees and dependents.

These services are free to all City health benefit plan members and a minimum fee is charged to employees who are eligible, non-plan members. The program goals and objectives are to:

- Improve access to quality health and wellness services
- Provide convenient means to get preventive and urgent care health services
- Promote the City's wellness program

BACKGROUND (Continued)

- Provide health care to eligible employees not covered under the City’s health plan
- Reduce absenteeism

The on-site clinic has been operational since January, 2009. It is open during the business week from 7:30 a.m. to 5:30 p.m. This contract renewal will continue to allow for a part-time on-site physician, licensed nurse practitioner, licensed vocational nurse, and a medical assistant.

The City of Dallas Employee Discount Program allows City employees and retirees covered by the City’s health plan to visit any of the 15 Concentra facilities and receive unmatched medical service for a copay without the deductible having to be met first. Members however, pay the required co-insurance at 75/25 or 70/30 split depending on their health benefits plan. Visits to the 15 Concentra facilities within the Dallas Metroplex are paid through the health benefits plan.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On December 10, 2008, the City Council authorized a forty-eight month service agreement with two twelve-month renewal options for operation and management of an on-site medical clinic by Resolution No. 08-3406.

On December 3, 2012, this item was included on the Budget, Finance & Audit Committee Agenda.

On December 12, 2012, the City Council authorized a four-year service agreement with two one-year renewal options for operation and management of an on-site medical clinic by Resolution No. 12-2982.

FISCAL INFORMATION

\$576,021.86 - Employee Benefits Current Funds (subject to annual appropriations)

ETHNIC COMPOSITION

Concentra Health Services, Inc.

White Male	1,427	White Female	3,244
Black Male	291	Black Female	1,066
Hispanic Male	356	Hispanic Female	1,205
Other Male	268	Other Female	521

December 14, 2016

WHEREAS, on December 10, 2008, the City Council authorized a forty-eight month service agreement with two twelve-month renewal options for operation and management of an on-site medical clinic by Resolution No. 08-3406; and,

WHEREAS, on December 12, 2012, the City Council authorized a four-year service agreement with two one-year renewal options for operation and management of an on-site medical clinic by Resolution No. 12-2982;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is authorized to execute Supplemental Agreement No. 2 to exercise the first one-year renewal option to the service contract with Concentra Health Services, Inc. (VS0000036694) on behalf of and as agent for Occupational Health Centers of the Southwest, P.A., effective January 1, 2017 through December 31, 2017, for the Concentra on-site medical clinic at City Hall and use of clinics within the Dallas Metroplex; in a total amount not to exceed \$576,021.86, from \$4,788,052 to \$5,364,073.86.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$576,021.86 from Service Contract MASC-PER-CLINICEHBFY17 (subject to annual appropriations).

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

KEY FOCUS AREA: E-Gov
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): N/A
DEPARTMENT: Human Resources
CMO: A. C. Gonzalez, 670-3302
MAPSCO: N/A

SUBJECT

Authorize the City Manager to establish a bank account with an imprest balance of \$2,300,000 for a term of three years, with two one-year renewal options, with JP Morgan Chase Bank, N.A. for financial services needed by Cigna Health and Life Insurance Company for the administration of medical claims - Financing: Employee Benefits Current Funds (subject to annual appropriations)

BACKGROUND

The City has executed a three-year service contract with Cigna Health and Life Insurance Company, effective January 1, 2017 through December 31, 2019, with two one-year renewal options, for administrative services related to medical claims adjudication; healthcare provider network; Family Medical Leave Act; COBRA; Employee Assistance Programs and flexible spending accounts and related services for the City's employee leave and health benefits programs.

Cigna Health and Life Insurance Company requires that the City contract with JP Morgan Chase Bank, N.A., for a bank account necessary to provide the financial services needed for the payment and administration of the medical claims and other services.

The City does not have a depository services contract with JP Morgan Chase Bank, N.A. and such an administrative account for the medical claims must be authorized by the City Council pursuant to Local Government Code Section 105.018 for additional banking services.

BACKGROUND (Continued)

The account will have an imprest balance of \$2,300,000 effective January 3, 2016 to fund claims paid by Cigna Health and Life Insurance Company. Cigna Health and Life Insurance Company will send a wire notification to the City each week to advise the total amount of claims paid and amount requested to replenish the account back to the imprest balance. The City's public funds deposited in the Chase Bank Account will be protected, as required by law, with a Pledge and Security Agreement that will grant a security interest and provide Chase Bank Collateral pledged to the City in an amount not less than One Hundred Two Percent (102%) of the public funds which exceed the FDIC applicable insurance coverage. The Collateral will be delivered to the Federal Reserve Bank in the City's name.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized adoption of the three year service contract for administration of the City's Employee Health Benefit Plans with Cigna Health and Life Insurance Company on June 22, 2016, by Resolution No. 16-1114.

FISCAL INFORMATION

The imprest balance in the Bank Account will be \$2,300,000.00 with the total cost of the insurance claims and services paid from the account based on the number of employee/retiree participants in the plan and plan usage, not to exceed \$14,000,000.

\$2,300,000.00 - Employee Benefits Current Funds (subject to annual appropriations)

December 14, 2016

WHEREAS, on June 22, 2016, by Resolution No. 16-1114, the Dallas City Council authorized the City Manager to execute a three-year service contract with Cigna Health and Life Insurance Company, effective January 1, 2017 through December 31, 2019, with two one-year renewal options, for administrative services related to medical claims adjudication; healthcare provider network; Family Medical Leave Act; COBRA; Employee Assistance Programs and flexible spending accounts and related services for the City's employee leave and benefits programs; and

WHEREAS, Cigna Health and Life Insurance Company requires that the City of Dallas contract with JP Morgan Chase Bank, N.A., for a bank account necessary to provide the financial services needed for the administration of the medical claims; and

WHEREAS, the City of Dallas does not have a depository services contract with JP Morgan Chase Bank, N.A. and such an administrative account for the medical claims must be authorized by the City Council pursuant to Local Government Code Section 105.018 for additional banking services.

NOW, THEREFORE,

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

SECTION 1. That additional financial services are necessary for the administration, collection, and transfer of municipal funds to allow Cigna Health and Life Insurance Company to administer the City's medical claims using a JP Morgan Chase Bank, N.A. account.

SECTION 2. That the City Manager, upon approval as to form by the City Attorney, is authorized to execute a Banking Agreement, a Pledge and Security Agreement and other related documentation to establish bank account services for medical claims administration with an imprest balance of \$2.3 million for a term of three years, with two one-year renewal options, with JP Morgan Chase Bank, N.A. (subject to annual appropriations)

<u>Fund</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>AMOUNT</u>	<u>FY</u>
0260	PER	7906	3522	\$2,300,000	2017-2019

SECTION 3. That the City Manager is authorized, upon recommendation of the Chief Financial Officer, to approve collateral pledged by JP Morgan Chase Bank, N.A. to secure City funds, so that City funds remain collateralized with securities authorized and acceptable under state law and the City's investment policy, as amended from time to time, in an amount not less than One Hundred Two Percent (102%) of the amount the City's Public Funds exceed the sum of FDIC and other applicable insurance coverage.

December 14, 2016

SECTION 4. The Federal Reserve Bank is hereby designated as a third party custodian for the purpose of holding securities which collateralize and secure City funds in the account at JP Morgan Chase Bank, N.A., as required by the City. The City Manager is further authorized to execute any other necessary agreements in connection with the JP Morgan Chase bank account, following approval as to form by the City Attorney, and to authorize the establishment of an account at The Federal Reserve Bank to hold the securities pledged to secure City funds.

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): 8

DEPARTMENT: Mobility and Street Services
Water Utilities
Office of Economic Development

CMO: Jill A. Jordan, P.E., 670-5299
Ryan S. Evans, 671-9837
Mark McDaniel, 670-3256

MAPSCO: 76C D E F G H

SUBJECT

Authorize a construction contract with Tiseo Paving Company, lowest responsible bidder of four, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Cedardale Road from Lancaster city limit to Bonnie View Road - Not to exceed \$7,698,848 - Financing: General Obligation Commercial Paper Funds (\$3,282,511), 2006 Bond Funds (\$2,967,427), Water Utilities Capital Improvement Funds (\$1,011,582) and Water Utilities Capital Construction Funds (\$437,328)

BACKGROUND

This item is submitted as an addendum item in order to expedite construction on the Cedardale Road paving and drainage improvements that are needed for planned development in the area.

The Cedardale Road from Lancaster city limit to Bonnie View Road project is part of the infrastructure improvements that are being constructed in the Inland Port area to attract light industrial-type development to the southern part of Dallas. The design for this project was privately funded and administered in order to expedite the project. This action will authorize a contract with Tiseo Paving Company for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Cedardale Road from Lancaster city limit to Bonnie View Road.

BACKGROUND (Continued)

The project consists of infrastructure improvements which are needed in this area for development. It includes the upgrade of Cedardale Road from an unimproved road to a reinforced concrete street. The street will have 3-lanes between Bonnie View Road and the second bridge, and 2-lanes from there to the western limits. The street improvements also include storm drainage, sidewalks, drive approaches and street lights. It will also include the installation of wastewater main in the western half of the project where presently there is no wastewater service.

The following chart shows Tiseo Paving Company's completed contractual activities for the past three years:

	<u>STS</u>	<u>WTR</u>	<u>PKR</u>
Projects Completed	4	0	0
Change Orders	0	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Begin Construction February 2017
Complete Construction May 2018

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Transportation and Trinity River Project Committee on December 12, 2016.

FISCAL INFORMATION

2006 Bond Program (General Obligation Commercial Paper Funds) - \$3,282,511.00
2006 Bond Funds - \$2,967,426.50
Water Utilities Capital Improvement Funds - \$1,011,582.00
Water Utilities Capital Construction Funds - \$437,328.00

Construction (this action)	
Paving & Drainage - STS	\$6,249,937.50
Water - DWU	<u>\$1,448,910.00</u>
Total	\$7,698,847.50

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Tiseo Paving Company

Hispanic Female	1	Hispanic Male	78
African-American Female	0	African-American Male	2
Other Female	0	Other Male	0
White Female	2	White Male	25

BID INFORMATION

The following bids with quotes were received and opened on November 18, 2016:

*Denotes successful bidder(s)

<u>BIDDERS</u>	<u>BID AMOUNT</u>
*Tiseo Paving Company P. O. Box 270040 Dallas, Texas 75227-0040	\$7,698,847.50
Ed Bell Construction	\$7,795,610.40
Lone Star Civil Construction	\$8,448,100.00
Texas Standard Construction, Ltd.	\$8,696,767.10
Engineer's estimate: STS - \$6,300,000 DWU - <u>\$1,100,000</u>	
Total	\$7,400,000

OWNER

Tiseo Paving Company

Robert Caudill, Vice-President

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a construction contract with Tiseo Paving Company, lowest responsible bidder of four, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Cedardale Road from Lancaster city limit to Bonnie View Road - Not to exceed \$7,698,848 - Financing: General Obligation Commercial Paper Funds (\$3,282,511), 2006 Bond Funds (\$2,967,427), Water Utilities Capital Improvement Funds (\$1,011,582) and Water Utilities Capital Construction Funds (\$437,328)

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

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$7,509,719.00	97.54%
Total non-local contracts	\$189,128.50	2.46%
TOTAL CONTRACT	\$7,698,847.50	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
T & R Excavation	HMDB23857Y1216	\$395,919.50	5.27%
K & S Utilities	WFDB18428Y0417	\$3,214,961.30	42.81%
Total Minority - Local		\$3,610,880.80	48.08%

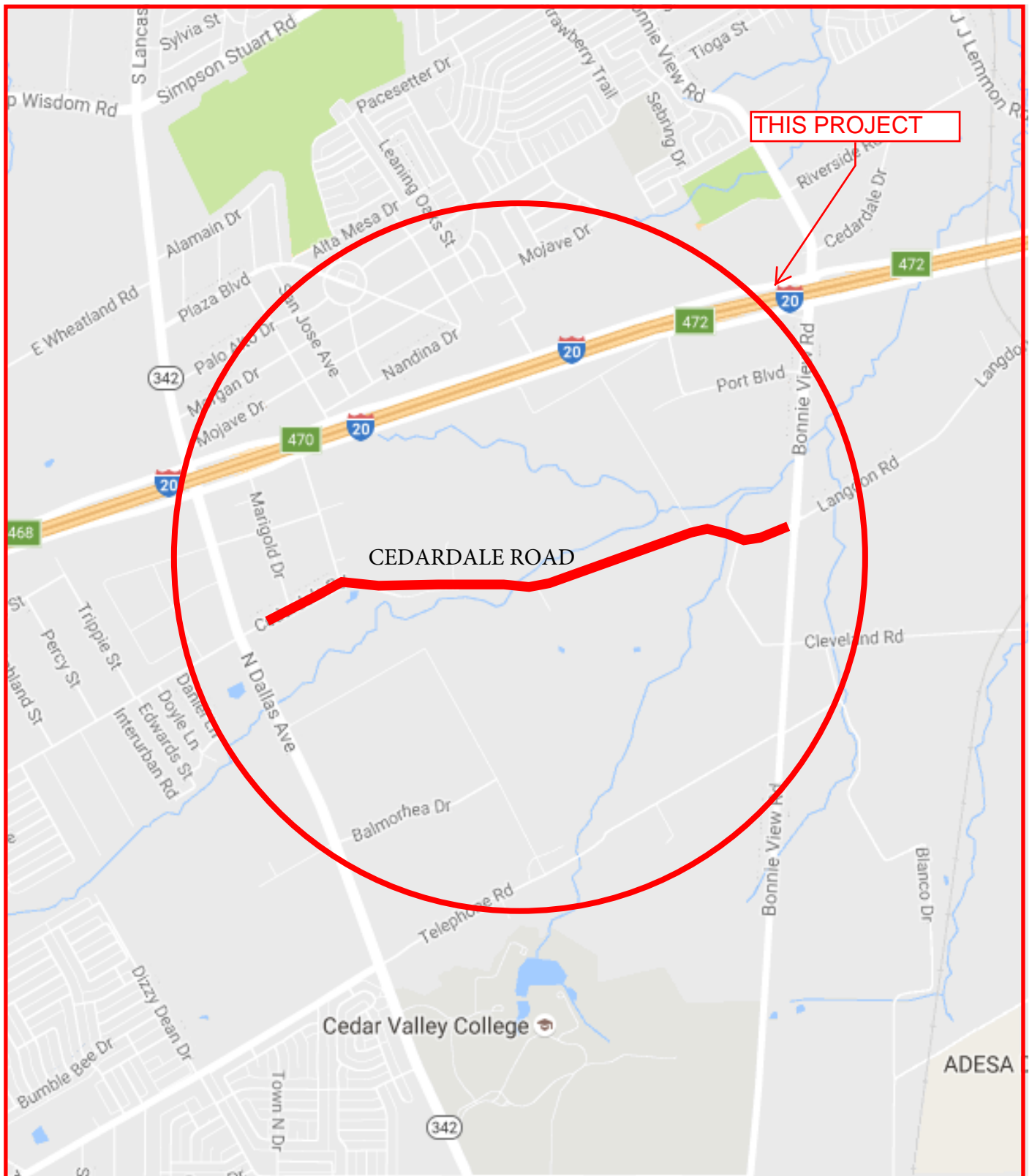
Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Brock Environmental	WFWB96114Y1118	\$52,938.50	27.99%
Total Minority - Non-local		\$52,938.50	27.99%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$395,919.50	5.27%	\$395,919.50	5.14%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$3,214,961.30	42.81%	\$3,267,899.80	42.45%
Total	<u>\$3,610,880.80</u>	<u>48.08%</u>	<u>\$3,663,819.30</u>	<u>47.59%</u>

THOROUGHFARE IMPROVEMENTS
CEDARDALE ROAD FROM
LANCASTER CITY LIMIT TO BONNIE VIEW ROAD



MAPSCO 76C,D,E,F,G,H

December 14, 2016

WHEREAS, bids were received on November 18, 2016, for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Cedardale Road from Lancaster city limit to Bonnie View Road as follows:

<u>BIDDERS</u>	<u>BID AMOUNT</u>
Tiseo Paving Company	\$7,698,847.50
Ed Bell Construction	\$7,795,610.40
Lone Star Civil Construction	\$8,448,100.00
Texas Standard Construction, Ltd.	\$8,696,767.10

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute a contract with Tiseo Paving Company for the construction of street paving, storm drainage, streetscape, water and wastewater main improvements for Cedardale Road from Lancaster city limit to Bonnie View Road in an amount not to exceed \$7,698,847.50, this being the lowest responsive bid received as indicated by the tabulation of bids, after it has been approved as to form by the City Attorney.

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

Street and Transportation Improvements Fund Fund 2T22, Department STS, Unit W154, Act. SREC Obj. 4510, Program #ST06W154, CT STS06W154C1 Vendor #011466, in an amount not to exceed	\$ 418,941.58
Street and Transportation Improvements Fund Fund 3T22, Department STS, Unit W154, Act. SREC Obj. 4510, Program #ST06W154, CT STS06W154C1 Vendor #011466, in an amount not to exceed	\$1,968,006.22
Street and Transportation Improvements Fund Fund 4T22, Department STS, Unit W154, Act. SREC Obj. 4510, Program #ST06W154, CT STS06W154C1 Vendor #011466, in an amount not to exceed	\$3,282,511.00
Street and Transportation Improvements Fund Fund 7T22, Department STS, Unit W154, Act. SREC Obj. 4510, Program #ST06W154, CT STS06W154C1 Vendor #011466, in an amount not to exceed	\$ 10,307.90

December 14, 2016**Section 2.** (Continued)

Economic & S. Area of City Transit-Oriented Development Fund 2T52, Department ECO, Unit T808, Act. INFS Obj. 4510, Program #ST06W154, CT ECOT808B298 Vendor #011466, in an amount not to exceed	\$ 570,170.80
Water Construction Fund Fund 0102, Department DWU, Unit CW42 Obj. 4550, Program #717015, CT DWU717015CP Vendor #011466, in an amount not to exceed	\$ 372,653.00
Water Construction Fund Fund 0102, Department DWU, Unit CW42 Obj. 3221, Program #717015X, CT DWU717015EN Vendor #011466, in an amount not to exceed	\$ 12,920.00
Wastewater Construction Fund Fund 0103, Department DWU, Unit CS42 Obj. 3222, Program #717016X, CT DWU717016EN Vendor #011466, in an amount not to exceed	\$ 51,755.00
Wastewater Capital Improvement Fund Fund 3116, Department DWU, Unit PS42 Obj. 4560, Program #717016, CT DWU717016CP Vendor #011466, in an amount not to exceed	<u>\$1,011,582.00</u>
Total amount not to exceed	\$7,698,847.50

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

ADDENDUM ITEM # 16

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

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): 7

DEPARTMENT: Office of Cultural Affairs
Park & Recreation

CMO: Joey Zapata, 670-1204
Willis Winters, 670-4071

MAPSCO: 46-P

SUBJECT

Authorize the continued provision of cultural services to the City by Fair Park-based organizations pending the results of a procurement process for management of Fair Park for Fiscal Year 2016-17 **(1)** an increase in the contract with the Dallas Historical Society for continued cultural programming in an amount not to exceed \$50,586, from \$16,886 to \$67,472, and to extend the term of the contract through September 30, 2017; **(2)** an increase in the contract with DSM Management Group, Inc for continued cultural programming in an amount not to exceed \$217,500, from \$72,500 to \$290,000, and to extend the term of the contract through September 30, 2017; **(3)** an increase in the contract with the Perot Museum of Nature & Science for continued cultural programming in an amount not to exceed \$14,852, from \$770,926 to \$785,778, and to extend the term of the contract through September 30, 2017; and **(4)** an increase in the contract with the Museum of African American Life and Culture for continued cultural programming in an amount not to exceed \$58,050, from \$19,350 to \$77,400, and to extend the term of the contract through September 30, 2017 - Total not to exceed \$340,988, from \$879,662 to \$1,220,650 - Financing: Current Funds

BACKGROUND

On October 26, 2016, by Resolution No. 16-1749, the City Council authorized the City Manager to execute contracts for cultural services through the Cultural Services Contracts Program for FY 2016-17. The contract term for cultural organizations operating facilities at Fair Park was October 1, 2016 through December 31, 2016, due to the previously anticipated management agreement for Fair Park beginning on January 1, 2017. This action extends the terms of those agreements through September 30, 2017, and adds funding for the duration of the fiscal year. In the event a management agreement becomes effective prior to September 30, 2017, assignment clauses will also be included in the contract amendments.

This item is on the addendum because additional review time was required to determine revised cultural funding levels.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 26, 2016, the City Council approved Resolution No. 16-1749, authorizing contracts with cultural organizations for the provision of services to the City through the Cultural Services Contracts Program for FY 2016-17.

FISCAL INFORMATION

\$340,988 - Current Funds

ETHNIC COMPOSITION

Staff

Dallas Historical Society

African American Male	0	African American Female	1
White Male	1	White Female	5
Hispanic Female	2		

DSM Management Group, Inc.

African American Male	0	African American Female	2
White Male	24	White Female	16

Perot Museum of Nature & Science

African American Male	5	African American Female	19
Asian American Male	1	Asian American Female	6
Hispanic Male	23	Hispanic Female	46
White Male	62	White Female	138
Pacific Islander Male	2	Pacific Islander Female	6

Museum of African American Life and Culture

African American Male	4	African American Female	6
Hispanic Male	0	Hispanic Female	0
White Male	0	White Female	0

ETHNIC COMPOSITION (Continued)

Board

Dallas Historical Society

African American Male	2	African American Female	2
Hispanic Male	0	Hispanic Female	2
White Male	19	White Female	19
Asian American Male	1		

DSM Management Group, Inc.

African American Male	6	African American Female	6
Hispanic Male	3	Hispanic Female	7
White Male	52	White Female	66

Perot Museum of Nature & Science

African American Male	1	African American Female	1
White Male	16	White Female	10
Hispanic Male	1		

Museum of African American Life and Culture

African American Male	22	African American Female	25
Native Hawaiian Male	1		
White Male	1		

OWNERS

Dallas Historical Society

Margaret Keliher, Chair

DSM Management Group, Inc.

Laura Estrada, Co-Chair

Jane Schone, Co-Chair

Perot Museum of Nature & Science

John Jagers, Chair

OWNERS (Continued)

Museum of African American Life and Culture

Wright L. Lassiter, Jr., President

December 14, 2016

WHEREAS, on October 26, 2016, by Resolution 16-1749, the City Council authorized the City Manager to execute contracts for cultural services through the Cultural Services Contract Program for FY 2016-17; and

WHEREAS, the effective period for contracts with cultural organizations operating City-owned facilities at Fair Park was for October 1, 2016 through December 31, 2016 due to anticipation of a management agreement for Fair Park becoming effective on January 1, 2017; and

WHEREAS, operation of Fair Park will now remain under City management beyond January 1, 2017 for an undetermined period of time; and

WHEREAS, it is necessary to extend the term of the agreements and allocate additional funding to cultural organizations at Fair Park for services through September 30, 2017.

Now, Therefore,

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

Section 1. That, following approval as to form by the City Attorney, the City Manager is hereby authorized to execute amendments to the contracts with the Dallas Historical Society, DSM Management Group, Inc, the Perot Museum of Nature & Science, and the Museum of African American Life and Culture to extend the term of the agreements through September 30, 2017, increase the amount of the contracts, and add assignment clauses.

Section 2. That the Chief Financial Officer is authorized to disburse, in periodic payments, an amount not to exceed \$340,988 from Fund 0001, Dept PKR, as invoices are processed by the Office of Cultural Affairs, in the amounts indicated below:

<u>Organization</u>	<u>Amount</u>	<u>Encumbrance</u>	<u>Vendor</u>	<u>Unit</u>	<u>Object</u>
Dallas Historical Society	\$50,586	PKR17B020	126319	5206	3089
DSM Management Group, Inc.	\$217,500	PKR17B021	VS0000049924	5206	3099
Perot Museum of Nature & Science	\$14,852	PKR17B022	263880	5206	3089
Museum of African American Life and Culture	\$58,050	PKR17B023	219251	5206	3089
TOTAL	\$340,988				

December 14, 2016

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

KEY FOCUS AREA: Public Safety
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Police
CMO: Eric Campbell, 670-3255
MAPSCO: N/A

SUBJECT

Authorize **(1)** the application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant in the amount of \$38,655 from the Texas Department of Transportation for a statewide Driving While Intoxicated enforcement campaign to operate during various holiday periods, for the period December 9, 2016 through September 30, 2017; **(2)** a required City match in the amount of \$11,017 for pension and additional city contribution of \$561 for FICA; and **(3)** execution of the grant agreement - Total not to exceed \$50,233 - Financing: Current Funds (\$11,578) and Texas Department of Transportation Grant Funds (\$38,655)

BACKGROUND

This item was placed on the addendum due to the late award notification and the requirement that City Council approve it before funds can be issued to this grant for December 9, 2016 through September 30, 2017.

The Impaired Driver Mobility grant provides for the reimbursement of overtime salaries paid to officers enforcing Driving while Intoxicated and driving under the Influence laws at targeted locations throughout the City of Dallas. This grant is one of the “Wave” grants from TXDOT that are part of the national traffic safety plan and are awarded to TXDOT grant recipients. The grant is for the increased enforcement of DWI/DUI laws during the following periods: December 9, 2016-January 7, 2017, February 26, 2017-March 27, 2017, June 18, 2017-July 11, 2017, and August 12, 2017-September 9, 2017.

The Traffic Unit of the Field Services Division is requesting this item. The grant award is for a one year period for fiscal year 2016-17. The total amount is \$38,655.00 with a city required match of \$11,016.68 for Pension and additional city contribution of \$560.49 for FICA.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 10, 2008, by Resolution No. 08-3360.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 9, 2009, by Resolution No. 09-3038.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 8, 2010, by Resolution No. 10-3063.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 14, 2012, by Resolution No. 11-3350.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 12, 2012, by Resolution No. 12-3055.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 11, 2013, by Resolution No. 13-2151.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 10, 2014, by Resolution No. 14-2196.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 9, 2015, by Resolution No. 15-2218.

Information about this item will be provided to the Public Safety Committee on December 12, 2016.

FISCAL INFORMATION

\$38,655.00 - Texas Department of Transportation Grant Funds

\$11,577.17 - Current Funds

December 14, 2016

WHEREAS, the Texas Department of Transportation has made the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant funds available for overtime salaries for a statewide Driving While Intoxicated during various holiday periods, for the period December 9, 2016 through September 30, 2017; and

WHEREAS, the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant will provide \$38,655; and

WHEREAS, the City of Dallas contributes a city match of \$11,016.68 for pension as the required match and an additional city contribution of \$560.49 for FICA costs; and

WHEREAS, it is in the best interest of the City of Dallas to apply for and accept such funding.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to **(1)** apply for and accept the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement (Grant No. 2017-Dallas-IDM-00011, CFDA #20.616) in the amount of \$38,655.00 for the period December 9, 2016 through September 30, 2017; **(2)** provide a City match in the amount of \$11,016.68 for pension and \$560.49 for FICA as city contribution; and **(3)** execute the grant agreement.

Section 2. That the City Manager is authorized to establish appropriations in the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant fund in the amount of \$38,655.00, in Fund F514, Department DPD, Unit 2103, Object 3090.

Section 3. That the Chief Financial Officer is authorized to deposit grant funds in the amount of \$38,655.00, into Fund F514, Department DPD, Unit 2103, and Revenue Source 6506.

Section 4. That the Chief Financial Officer is authorized to disburse grant funds in an amount not to exceed \$38,655.00, to Fund F514, Department DPD, Unit 2103 , Object 3090; to reimburse Fund 0001, DPD, Unit 2127, Object 5011, for overtime expenses incurred.

Section 5. That the Chief Financial Officer is hereby authorized to provide city match in an amount not to exceed \$11,577.17 from Fund 0001, Department DPD, Unit 2127, Object Code 1302 and Object Code 1306.

December 14, 2016

Section 6. That the City Manager is hereby authorized to reimburse to the Texas Department of Transportation any expenditure identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

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

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): 11

DEPARTMENT: Sustainable Development and Construction
Park & Recreation

CMO: Mark McDaniel, 670-3256
Willis Winters, 670-4071

MAPSCO: 26-A

SUBJECT

Authorize **(1)** acquisition from Golden Venture, LTD., of approximately 21,874 square feet of vacant land located near the intersection of Northaven Road and US Highway 75 for the Northaven Trail Project; **(2)** the receipt and deposit of funds from Dallas County in the amount of \$1,320,000; and **(3)** an increase in appropriations in the amount of \$1,320,000 in the Capital Projects Reimbursement Fund - Not to exceed \$1,320,000 (\$1,310,000, plus closing costs and title expenses not to exceed \$10,000) - Financing: Capital Projects Reimbursement Funds

BACKGROUND

This item is on the addendum because additional review time was required. A Project Specific Agreement (PSA) with Dallas County was authorized on November 5, 2015, by the Park and Recreation Department Park Board, and authorized on December 9, 2015, by Resolution No. 15-2215 for the design, funding, and right-of-way acquisitions for the remainder of Northaven Trail Phase I. In accordance with the terms of the PSA Dallas County will provide the funding for this acquisition after signature by the property owner on a term sheet and the City Council's approval of the acquisition.

This item authorizes the acquisition of approximately 21,874 square feet of vacant land located near the intersection of Northaven Road and US Highway 75 for the Northaven Trail Project. This property will be used for the trailhead for the pedestrian flyover of U.S. Route 75/North Central Expressway. The total consideration for this acquisition is \$1,320,000. Funding for the acquisition by and in the name of the City will be provided by Dallas County MCIP Fund in accordance with the terms of the PSA between the City of Dallas and Dallas County. In the event of termination of the PSA by the County, the City shall continue to have access to County funds to complete all acquisitions authorized by the City Council prior to the termination date. The dedication of this property as official parkland is not recommended until such time it is developed for park purposes. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council authorized the Project Specific Agreement on December 9, 2015, by Resolution No. 15-2215.

On August 18, 2016, the Park and Recreation Board authorized acquisition of a tract of land.

Information about this item was provided to the Economic Development Committee on December 5, 2016.

FISCAL INFORMATION

Capital Projects Reimbursement Fund - \$1,320,000 (\$1,310,000, plus closing costs and title expenses not to exceed \$10,000 (to be reimbursed by Dallas County)

OWNER

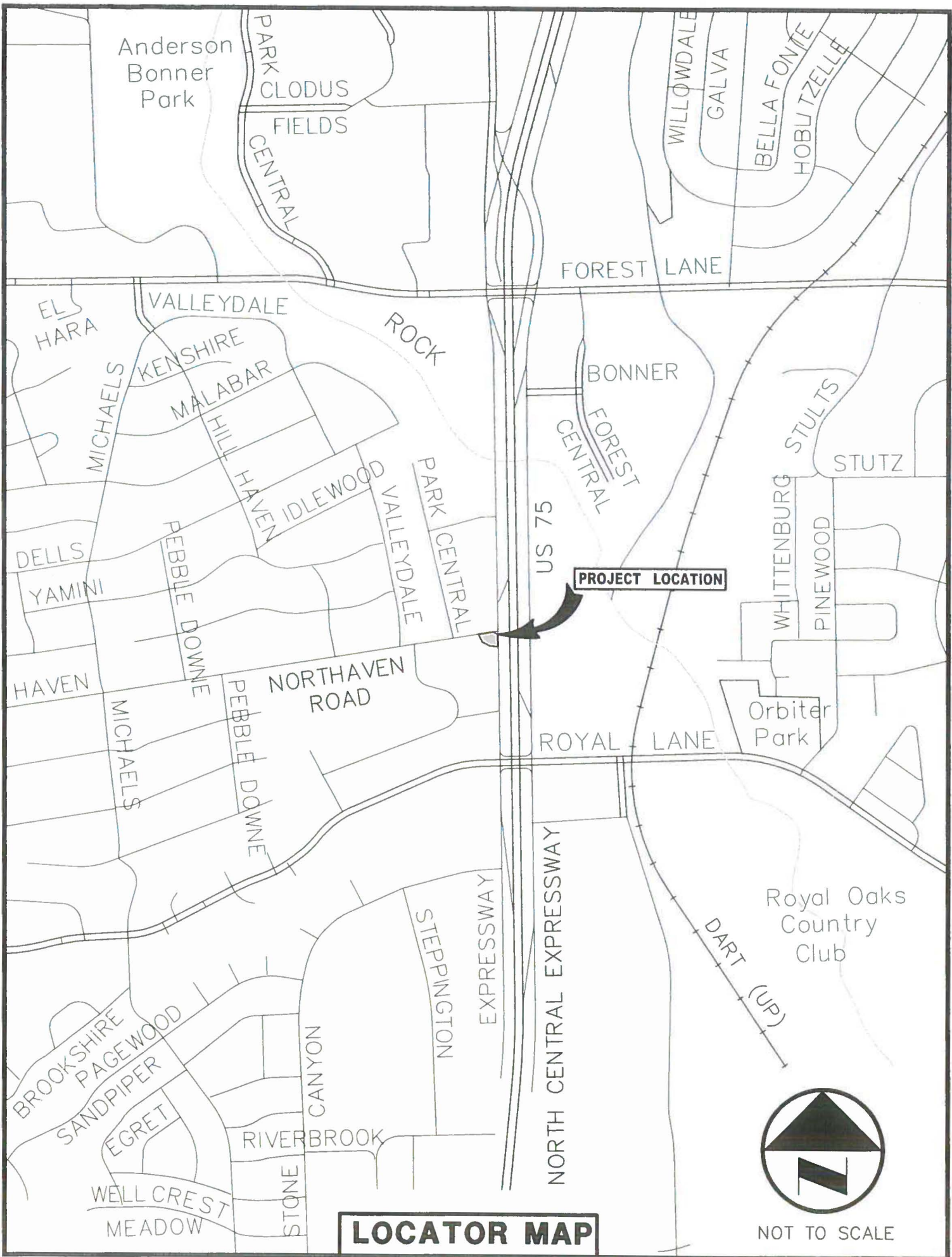
Golden Venture, LTD.

Target Investments, Inc.

Shula Netzer, President

MAP

Attached



LOCATOR MAP



NOT TO SCALE

December 14, 2016

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS PURCHASE FOR PUBLIC USE.

DEFINITIONS: For the purposes of this resolution, the following definitions of terms shall apply:

“CITY”: The City of Dallas

“PROPERTY”: Approximately 21,874 square feet of land located in Dallas County, Texas, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

“PROJECT”: Northaven Trail

“USE”: The construction and maintenance of a trailhead for the pedestrian flyover connecting a hike and bike trail as park property provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE here provided. The property is not officially dedicated as municipal parkland and shall be dedicated as such time the property is developed for park purposes.

“PROPERTY INTEREST”: Fee Simple subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the form instrument more particularly described in Exhibit “B” attached hereto and made a part hereof for all purposes.

“OWNER”: Golden Venture, LTD., provided, however, that the term “OWNER” as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

“PURCHASE AMOUNT”: \$1,310,000

“CLOSING COSTS AND TITLE EXPENSES”: Not to exceed \$10,000

“AUTHORIZED AMOUNT”: Not to exceed \$1,320,000

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

December 14, 2016

SECTION 1. That the USE of the PROPERTY for the PROJECT is a public use.

SECTION 2. That public necessity requires that CITY acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT.

SECTION 3. That the City Manager, and/or the City Manager's designees, is hereby authorized and directed to consummate and accept the purchase, grant, and conveyance to CITY of the PROPERTY INTEREST in and to the PROPERTY pursuant to the conveyancing instrument substantially in the form described in Exhibit "B", attached hereto and made a part hereof for all purposes, and approved as to form by the City Attorney and to execute, deliver and receive such other usual and customary documents necessary, appropriate and convenient to consummating this transaction.

SECTION 4. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 5. That OWNER has been provided with a copy of the Landowner's Bill of Rights as contemplated by applicable state statute.

SECTION 6. That the Chief Financial Officer is hereby authorized to deposit funds from Dallas County in Fund 0556, Department PKR, Unit T241, Revenue Source 6526 in an amount not to exceed \$1,320,000.

SECTION 7. That the City Manager is hereby authorized to increase appropriations in the Capital Projects Reimbursement Fund, Fund No. 0556, Department PKR, Unit T241, Activity HIBT, Program No. PK06T241.1, Object 4210, in the amount of \$1,320,000.

SECTION 8. That in the event this acquisition closes, the Chief Financial Officer is authorized and directed to draw a warrant in favor of the OWNER, or the then current owner of record, or the title company closing the transaction described herein in the PURCHASE AMOUNT and CLOSING COSTS AND TITLE EXPENSES payable out of Capital Projects Reimbursement Fund: \$1,320,000, Fund No. 0556, Department PKR, Unit T241, Activity HIBT, Program No. PK06T241.1, Object 4210, Encumbrance No. PKR 17019970. The PURCHASE AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 9. That CITY is to have possession and/or use, as applicable, of the PROPERTY at closing; and CITY will pay any title expenses and closing costs. All costs and expenses described in this section shall be paid from the previously described funds.

December 14, 2016

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

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY 
Assistant City Attorney

**FIELD NOTES DESCRIBING A 21,874 SQ FT (0.5021 ACRE)
TRACT OF LAND TO BE ACQUIRED IN FEE BY THE CITY OF DALLAS
FOR NORTHAVEN TRAIL – GREENBELT ROUTE
OFFICIAL CITY OF DALLAS BLOCK 7282 (UNPLATTED)
DAVID BARROW SURVEY, ABSTRACT NUMBER 177
& M. J. SANCHEZ SURVEY, ABSTRACT NUMBER 1272
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM GOLDEN VENTURE, LTD.**

BEING a 21,874 square foot (0.5021 acre) tract of land situated in Official City Block 7282 (unplatted) and the David Barrow Survey, Abstract Number 177, City of Dallas, Dallas County, Texas and the M. J. Sanchez Survey, Abstract Number 1272, City of Dallas, Dallas County, Texas; said tract being all of that tract of land described in Special Warranty Deed to Golden Venture, LTD. recorded in Instrument Number 201300381367 of the Official Public Records of Dallas County, Texas; said 21,874 square foot tract being more particularly described as follows:

BEGINNING, at a TxDOT 4-inch bronze right-of-way monument found (Controlling Monument) in the west right-of-way line of U. S. Highway 75 (N. Central Expressway) (a variable width right-of-way, 300-feet wide at this point) and the south corner of a right-of-way take described in Right-Of-Way Deed to the State of Texas recorded in Volume 2780, Page 269 of the Deed Records of Dallas County, Texas; said point being at the most southerly northeast corner of Official City Block 7282;

THENCE, South 00 degrees, 05 minutes, 44 seconds West, along the common west line of U. S. Highway 75 and the east line of Official City Block 7282, a distance of 92.39 feet to an "+" cut in concrete set for the southeast corner of said Golden Venture tract;

THENCE, North 89 degrees, 33 minutes, 17 seconds West, departing the said common west line of U. S. Highway 75 and the east line of Official City Block 7282, along the north line of a tract of land described in Special Warranty Deed to 11111 NCX Center, L.P. recorded in Volume 2004169, Page 1865 of the Official Public Records of Dallas County, Texas, a distance of 79.77 feet to a 3/8-inch iron rod found (Controlling Monument) for the common northwest corner of said 11111 NCX Center tract and the southeast corner of Lot 2, City Block A/7282 of Reliant, an addition to the City of Dallas, Dallas County, Texas according to the Plat recorded in Instrument 201000192232 of the Official Public Records of Dallas County, Texas;

THENCE, North 49 degrees, 33 minutes, 00 seconds West, along the common southwest line of said Golden Venture tract and the northeast line of said Lot 2, City Block A/7282, a distance of 114.44 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for an angle point in the said common line southwest line of Golden Venture tract and the northeast line of Lot 2, City Block A/7282;

THENCE, North 08 degrees, 42 minutes, 39 seconds West, along said common line southwest line of Golden Venture tract and the northeast line of Lot 2, City Block A/7282, a distance of 85.90 feet to an "+" cut in concrete set for the common northwest corner of said Golden Venture tract and the northeast corner of said Lot 2, City Block A/7282; said point being in the common south right-of-way line of Northaven Road (a 60-foot wide right-of-way) and the north line of said Official City Block 7282;

THENCE, North 81 degrees, 17 minutes, 21 seconds East, along the said common south line of Northaven Road and the north line of Official City Block 7282, a distance of 85.68 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for the common most northerly northeast corner



FIELD NOTES DESCRIBING A 21,874 SQ FT (0.5021 ACRE)
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FOR NORTHAVEN TRAIL – GREENBELT ROUTE
OFFICIAL CITY OF DALLAS BLOCK 7282 (UNPLATTED)
DAVID BARROW SURVEY, ABSTRACT NUMBER 177
& M. J. SANCHEZ SURVEY, ABSTRACT NUMBER 1272
CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM GOLDEN VENTURE, LTD.

of said Golden Venture tract and Official City Block 7282; said point being at the west corner of said right-of-way take to the State of Texas tract;

THENCE, South 49 degrees, 52 minutes, 04 seconds East, along the common northeast line of said Golden Venture tract and the southwest line of said corner clip to the State of Texas, a distance of 124.68 feet to the POINT OF BEGINNING;

CONTAINING, 21,874 square feet or 0.5021 acre of land, more or less.

Basis of bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. All distances are surface distances. Surface Adjustment Scale Factor: 1.0001472197.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.

 8/10/15
Justin W. Waldrip Date
Texas Registered Professional Land Surveyor No. 6179
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, #1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00



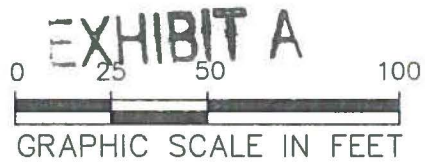
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FIELD NOTES APPROVED:
DER 8/12/15

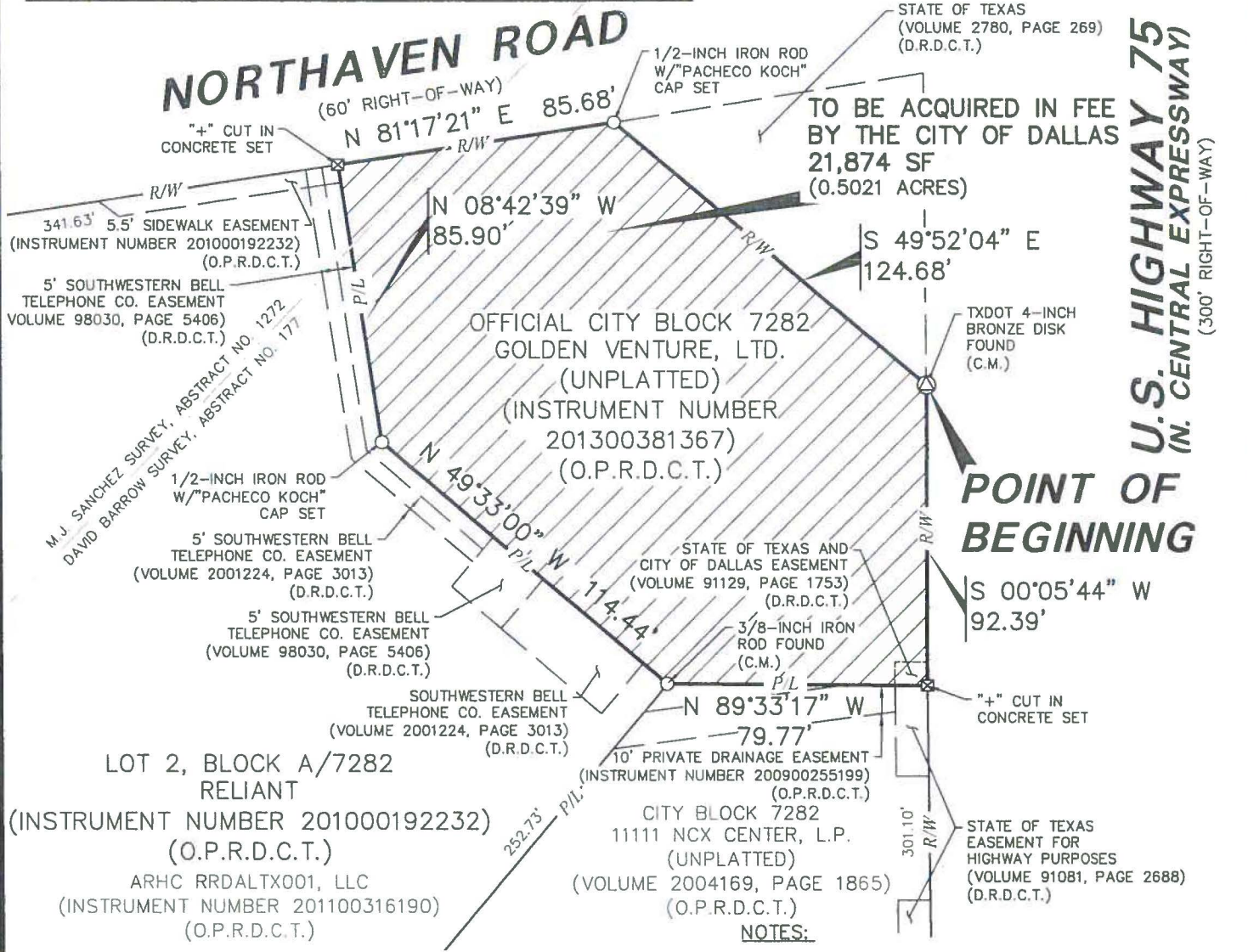
LEGEND

—	PROPERTY LINE	- - - -	EXISTING EASEMENT LINE
—	TRACT LINE	○	IRON ROD AS NOTED
—	ABSTRACT LINE	R/W	-RIGHT OF WAY LINE
(C.M.)	- CONTROLLING MONUMENT	P/L	-PROPERTY LINE
O.P.R.D.C.T.	- OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS	⊙	TXDOT 4-INCH BRONZE DISK
D.R.D.C.T.	- DEED RECORDS OF DALLAS COUNTY, TEXAS	⊠	"+" CUT IN CONCRETE FOUND



NORTHAVEN ROAD

(60' RIGHT-OF-WAY)



1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202. All distances are surface distances. Surface Adjustment Scale Factor: 1.0001472197.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract described.

Justin W. Waldrip 8/10/15
 Justin W. Waldrip
 Registered Professional
 Land Surveyor No. 6179



21,874 SF TRACT

TRACT OF LAND TO BE ACQUIRED IN FEE BY THE CITY OF DALLAS FOR NORTHAVEN TRAIL-GREENBELT ROUTE OFFICIAL CITY OF DALLAS BLOCK 7282 (UNPLATTED) BEING IN THE DAVID BORROW SURVEY, ABSTRACT NO. 177 AND IN THE M.J. SANCHEZ SURVEY, ABSTRACT NO. 1272 CITY OF DALLAS DALLAS COUNTY, TEXAS

SHEET 3 OF 3

Pacheco Koch 7557 RAMBLER ROAD, SUITE 1400 DALLAS, TX 75231 972.235.3031 TX REG. ENGINEERING FIRM F-469 DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY CTP	CHECKED BY JWW	SCALE 1"=50'	DATE AUG 2015	JOB NUMBER 3085-12.173
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M:\DWG-30\3085-12.173\DWG\SURVEY - C3D 2012\3085-12.173EX.DWG 08/11/2015 - 2:24PM CPHILLIPS

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

That Golden Venture, LTD., a Texas limited partnership (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of ONE MILLION THREE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$1,310,000.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas, 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed and does hereby grant, sell and convey unto City, its successors and assigns, all of the property described in Exhibit "A", attached hereto and made a part hereof by reference for all purposes.

SPECIAL PROVISIONS: None

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto City, its successors and assigns forever, and Grantor binds Grantor and Grantor's heirs, executors, administrators or successors, to Warrant and Forever Defend all and singular the said premises unto City, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

EXECUTED this _____ day of _____, _____.

Golden Venture, LTD.,
a Texas limited partnership

By: Target Investment, Inc.,
a Texas corporation,
its general partner

By: _____
Shula Netzer, President

* * * * *

STATE OF TEXAS '

COUNTY OF DALLAS '

This instrument was acknowledged before me on _____, 2016,
by Shula Netzer, President of Target Investments, Inc., a Texas corporation, general
partner of Golden Venture, LTD., a Texas limited partnership, on behalf of limited
partnership.

Notary Public, State of Texas

* * * * *

After recording return to:
City of Dallas
Department of Sustainable Development and Construction
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
attn: Shaun Davis

Warranty Deed Log No. 43195

**FIELD NOTES DESCRIBING A 21,874 SQ FT (0.5021 ACRE)
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THENCE, South 00 degrees, 05 minutes, 44 seconds West, along the common west line of U. S. Highway 75 and the east line of Official City Block 7282, a distance of 92.39 feet to an "+" cut in concrete set for the southeast corner of said Golden Venture tract;

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THENCE, North 08 degrees, 42 minutes, 39 seconds West, along said common line southwest line of Golden Venture tract and the northeast line of Lot 2, City Block A/7282, a distance of 85.90 feet to an "+" cut in concrete set for the common northwest corner of said Golden Venture tract and the northeast corner of said Lot 2, City Block A/7282; said point being in the common south right-of-way line of Northaven Road (a 60-foot wide right-of-way) and the north line of said Official City Block 7282;

THENCE, North 81 degrees, 17 minutes, 21 seconds East, along the said common south line of Northaven Road and the north line of Official City Block 7282, a distance of 85.68 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for the common most northerly northeast corner



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CITY OF DALLAS, DALLAS COUNTY, TEXAS
FROM GOLDEN VENTURE, LTD.**

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CONTAINING, 21,874 square feet or 0.5021 acre of land, more or less.

Basis of bearing is the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983. All distances are surface distances. Surface Adjustment Scale Factor: 1.0001472197.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract of land described.


Justin W. Waldrip
Texas Registered Professional Land Surveyor No. 6179
Pacheco Koch Consulting Engineers, Inc.
7557 Rambler Road, #1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00

8/10/15
Date

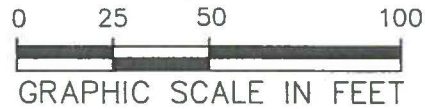


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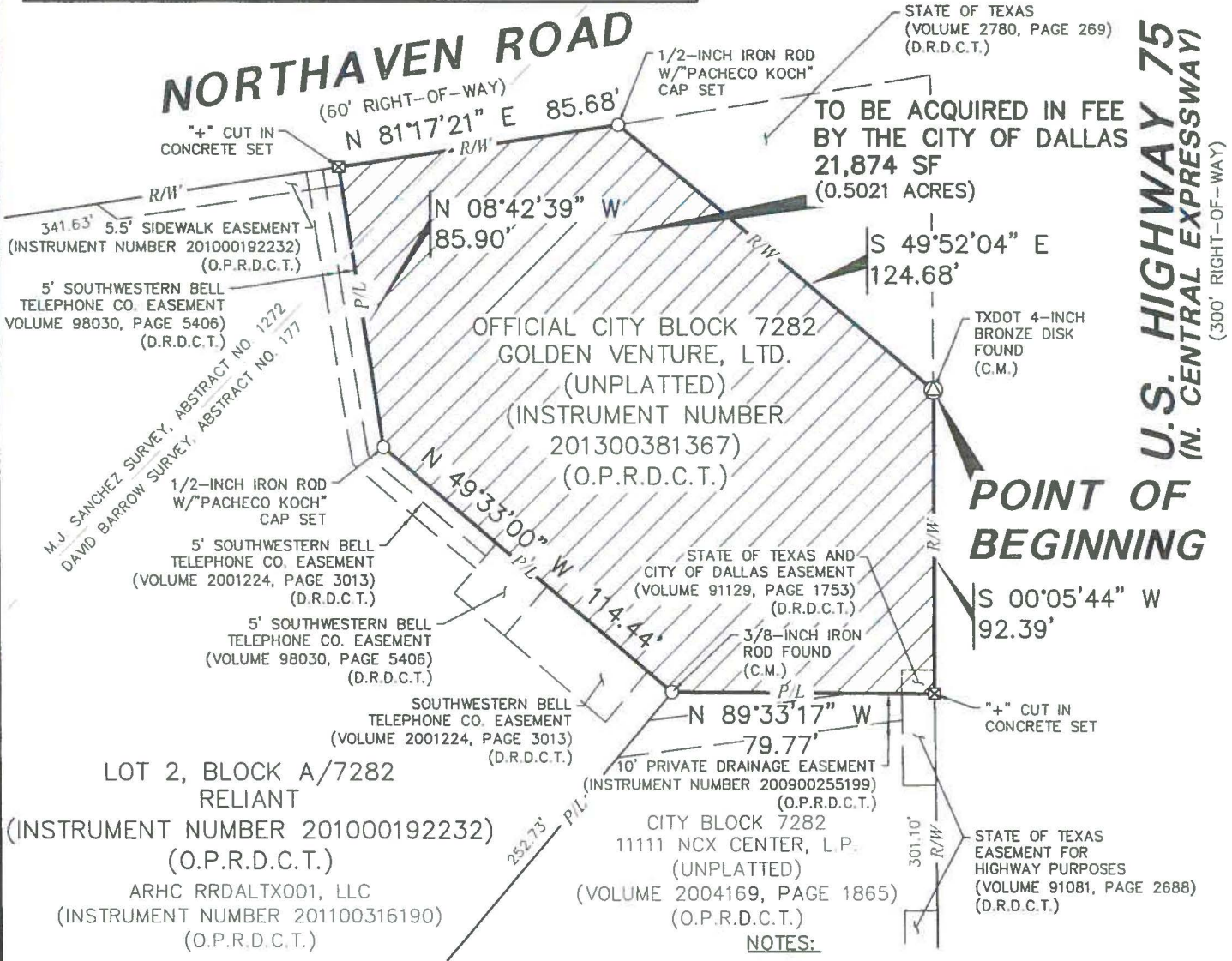


LEGEND

	PROPERTY LINE		EXISTING EASEMENT LINE
	TRACT LINE		IRON ROD AS NOTED
	ABSTRACT LINE		R/W - RIGHT OF WAY LINE
(C.M.) - CONTROLLING MONUMENT			P/L - PROPERTY LINE
O.P.R.D.C.T. - OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS			TXDOT 4-INCH BRONZE DISK FOUND
D.R.D.C.T. - DEED RECORDS OF DALLAS COUNTY, TEXAS			"+" CUT IN CONCRETE FOUND



NORTHAVEN ROAD
(60' RIGHT-OF-WAY)

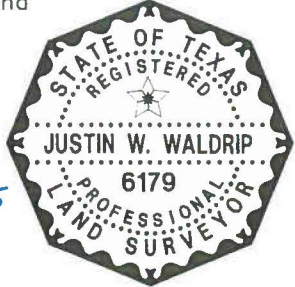


U.S. HIGHWAY 75
(N. CENTRAL EXPRESSWAY)
(300' RIGHT-OF-WAY)

M:\DWG-30\3085-12.173\DWG\SURVEY - C3D 2012\3085-12.173EX.DWG
CPHILLIPS 08/11/2015 - 2:24PM

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract described.

Justin W. Waldrip 8/10/15
Justin W. Waldrip
Registered Professional
Land Surveyor No. 6179



1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202. All distances are surface distances. Surface Adjustment Scale Factor: 1.0001472197.

21,874 SF TRACT

TRACT OF LAND TO BE ACQUIRED IN FEE BY THE CITY OF DALLAS FOR NORTHAVEN TRAIL-GREENBELT ROUTE OFFICIAL CITY OF DALLAS BLOCK 7282 (UNPLATTED) BEING IN THE DAVID BORROW SURVEY, ABSTRACT NO. 177 AND IN THE M.J. SANCHEZ SURVEY, ABSTRACT NO. 1272 CITY OF DALLAS DALLAS COUNTY, TEXAS
SHEET 3 OF 3

	Pacheco Koch	7557 RAMBLER ROAD, SUITE 1400 DALLAS, TX 75231 972.235.3031
	DALLAS ■ FORT WORTH ■ HOUSTON	TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-100080-00
DRAWN BY	CHECKED BY	SCALE
CTP	JWW	1"=50'
DATE	JOB NUMBER	
AUG 2015	3085-12.173	

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): 9

DEPARTMENT: Sustainable Development and Construction
Water Utilities

CMO: Mark McDaniel, 670-3256
Ryan S. Evans, 671-9837

MAPSCO: 30 A-B

SUBJECT

A resolution authorizing the conveyance of two temporary working space easements containing a total of approximately 23,076 square feet of land to the City of Rowlett for the construction and maintenance of wastewater facilities across City-owned land at Lake Ray Hubbard located near the intersection of Lakeview Parkway and Edgewater Drive - Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum because additional review time was required. This item authorizes the conveyance of two temporary working space easements to the City of Rowlett for the construction and maintenance of wastewater facilities across City-owned land at Lake Ray Hubbard located near the intersection of Lakeview Parkway and Edgewater Drive. This property will be used for the Edgewater Lift Station Replacement with 12-inch Gravity Sewer Project. The operation, construction, repair and full maintenance of these facilities shall be at no cost to the City of Dallas.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

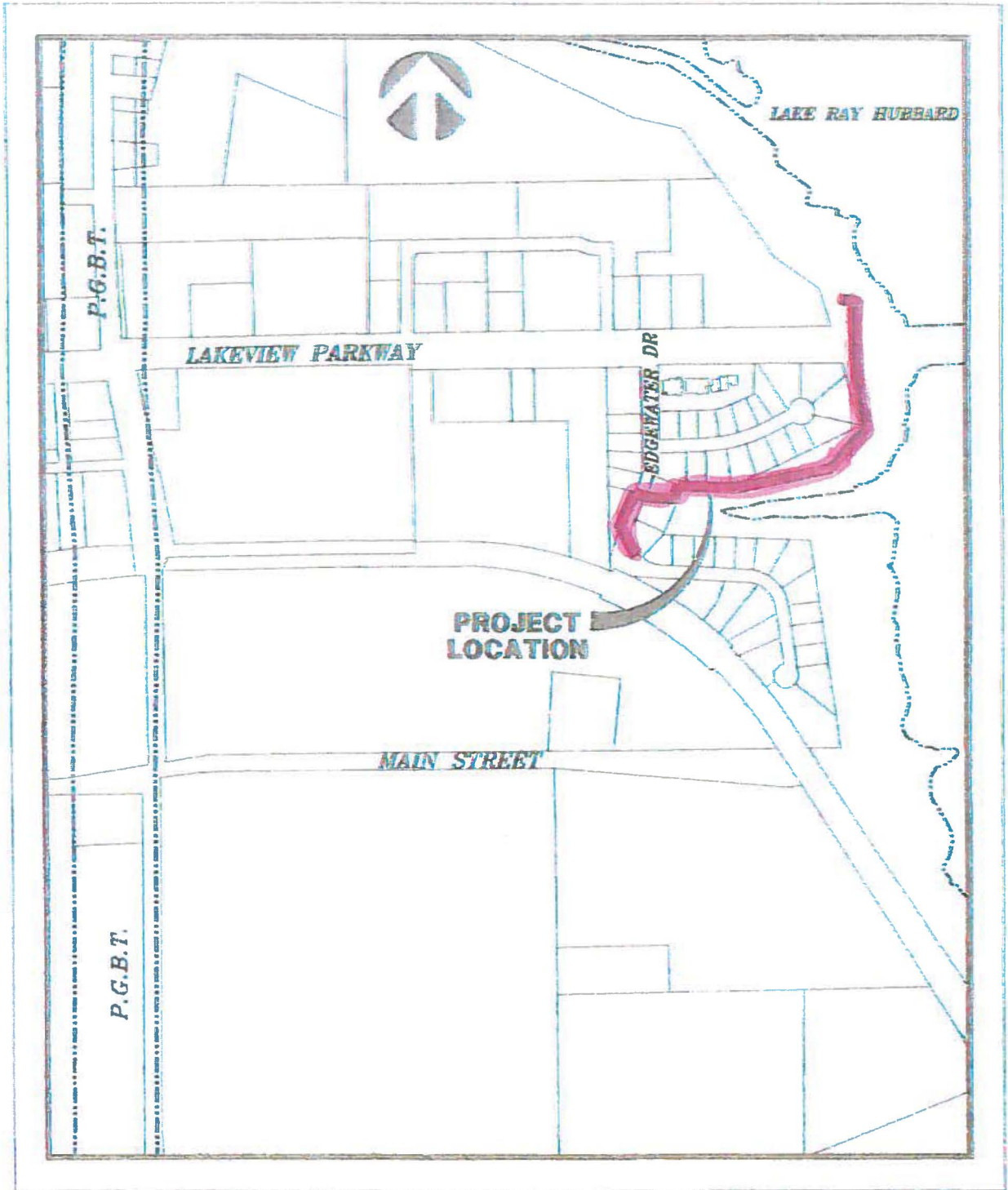
Information about this item was provided to the Economic Development Committee on December 5, 2016.

FISCAL INFORMATION

No cost consideration to the City

MAP

Attached



 PROJECT VICINITY MAP

December 14, 2016

WHEREAS, the City of Dallas owns tracts of land which are used for Lake Ray Hubbard; and

WHEREAS, the City of Rowlett has requested two temporary working space easements on said land for the construction and maintenance of wastewater facilities containing a total of approximately 23,076 square feet of land, located near the intersection of Lakeview Parkway and Edgewater Drive, Dallas County, Texas; and

WHEREAS, the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett dated January 22, 2001, contemplates the granting of easement rights;

Now, Therefore,

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

SECTION 1. That pursuant to the Interlocal Agreement and Lease, the City Manager is authorized to execute two temporary working space easements to be attested by the City Secretary upon approval as to form by the City Attorney for a total of approximately 23,076 square feet of land, located in Dallas County, Texas to the City of Rowlett as **GRANTEE**.

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.

**APPROVED AS TO FORM:
LARRY E. CASTO
CITY ATTORNEY**

By: Bojia N. Lyra
Assistant City Attorney

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): 9

DEPARTMENT: Sustainable Development and Construction
Water Utilities

CMO: Mark McDaniel, 670-3256
Ryan S. Evans, 671-9837

MAPSCO: 30 A-B

SUBJECT

A resolution authorizing the conveyance of two wastewater easements containing a total of approximately 33,399 square feet of land to the City of Rowlett for the construction, maintenance and use of wastewater drainage facilities across City-owned land at Lake Ray Hubbard located near the intersection of Lakeview Parkway and Edgewater Drive - Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum because additional review time was required. This item authorizes the conveyance of two wastewater easements to the City of Rowlett for the construction, maintenance and use of wastewater drainage facilities across City-owned land at Lake Ray Hubbard located near the intersection of Lakeview Parkway and Edgewater Drive. This property will be used for the Edgewater Lift Station Replacement with 12-inch Gravity Sewer Project. The operation, construction, repair and full maintenance of these facilities shall be at no cost to the City of Dallas.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

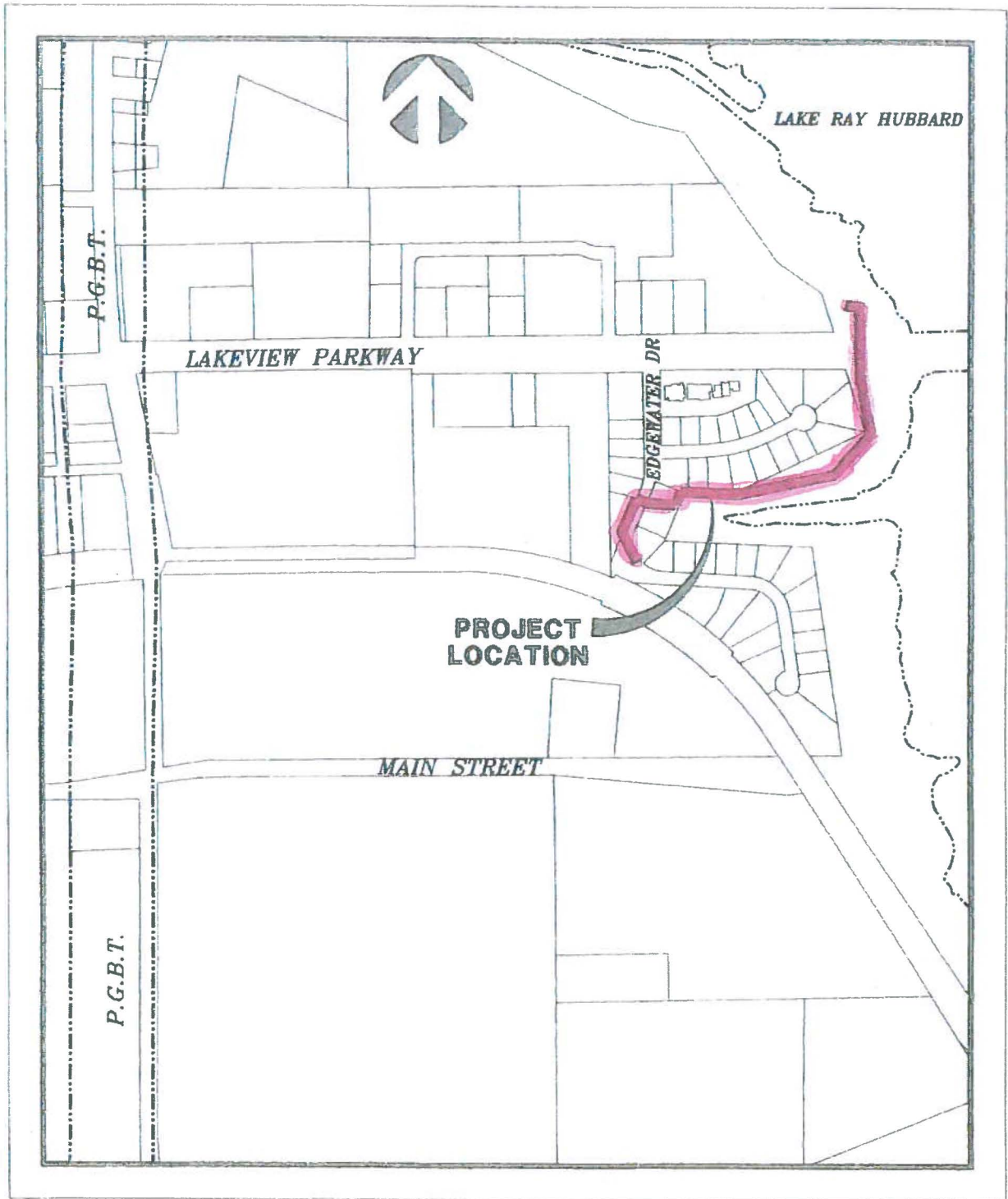
Information about this item was provided to the Economic Development Committee on December 5, 2016.

FISCAL INFORMATION

No cost consideration to the City

MAP

Attached



 PROJECT VICINITY MAP

December 14, 2016

WHEREAS, the City of Dallas owns tracts of land which are used for Lake Ray Hubbard; and

WHEREAS, the City of Rowlett has requested two wastewater easements on said land for the construction, maintenance and use of wastewater drainage facilities containing a total of approximately 33,399 square feet of land, located near the intersection of Lakeview Parkway and Edgewater Drive, Dallas County, Texas; and

WHEREAS, the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett dated January 22, 2001, contemplates the granting of easement rights;

Now, Therefore,

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

SECTION 1. That pursuant to the Interlocal Agreement and Lease, the City Manager is authorized to execute two wastewater easements to be attested by the City Secretary upon approval as to form by the City Attorney for a total of approximately 33,399 square feet of land, located in Dallas County, Texas to the City of Rowlett as **GRANTEE**.

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.

**APPROVED AS TO FORM:
LARRY E. CASTO
CITY ATTORNEY**

By: 
Assistant City Attorney

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): 9

DEPARTMENT: Sustainable Development and Construction
Water Utilities

CMO: Mark McDaniel, 670-3256
Ryan S. Evans, 671-9837

MAPSCO: 30 A-Q

SUBJECT

A resolution authorizing the conveyance of a wastewater easement containing approximately 149,176 square feet of land to the City of Rowlett for the construction and maintenance of wastewater facilities across City-owned land at Lake Ray Hubbard located near the intersection of La Costa Drive and Fuqua Road - Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum because additional review time was required. This item authorizes the conveyance of a wastewater easement to the City of Rowlett for the construction and maintenance of wastewater facilities across City-owned land at Lake Ray Hubbard located near the intersection of La Costa Drive and Fuqua Road. This property will be used to provide service to the Bayside development. The operation, construction, repair and full maintenance of these facilities shall be at no cost to the City of Dallas.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

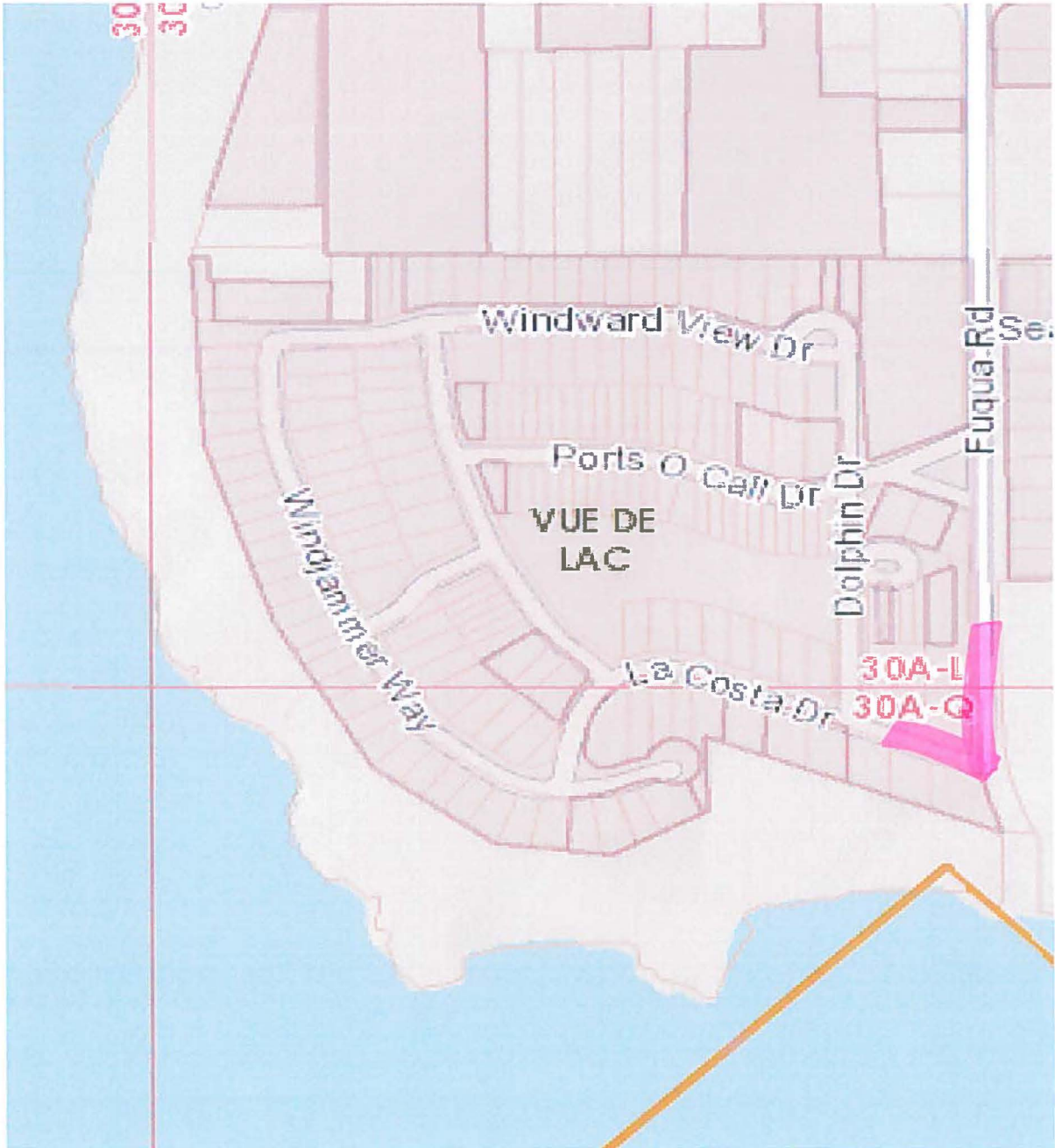
Information about this item was provided to the Economic Development Committee on December 5, 2016.

FISCAL INFORMATION

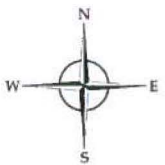
No cost consideration to the City

MAP

Attached



WASTEWATER EASEMENT LOCATED BETWEEN LA COSTA AND FUQUA DRIVES



December 14, 2016

WHEREAS, the City of Dallas owns a tract of land which is used for Lake Ray Hubbard; and

WHEREAS, the City of Rowlett has requested a wastewater easement on said land for the construction and maintenance of wastewater facilities containing approximately 149,176 square feet of land, located near the intersection of La Costa Drive and Fuqua Road, Dallas County, Texas; and

WHEREAS, the Interlocal Agreement and Lease between the City of Dallas and the City of Rowlett dated January 22, 2001, contemplates the granting of easement rights;

Now, Therefore,

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

SECTION 1. That pursuant to the Interlocal Agreement and Lease, the City Manager is authorized to execute a wastewater easement to be attested by the City Secretary upon approval as to form by the City Attorney for approximately 149,176 square feet of land, located in Dallas County, Texas to the City of Rowlett as **GRANTEE**.

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.

**APPROVED AS TO FORM:
LARRY E. CASTO
CITY ATTORNEY**

By: 
Assistant City Attorney

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): 14
DEPARTMENT: Sustainable Development and Construction
CMO: Mark McDaniel, 670-3256
MAPSCO: 35 R

SUBJECT

An ordinance abandoning a portion of an alley to Travis Cole Apartments 2012, LP, the abutting owner, containing approximately 2,617 square feet of land, located near the intersection of Hester and Cole Avenues, and authorizing the quitclaim - Revenue: \$251,232, 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 an alley to Travis Cole Apartments 2012, LP, the abutting owner. The area will be included with the property of the abutting owner for a multi-family development. The abandonment fee is based on an independent appraisal.

Notices were sent to 12 property owners located within 300 feet of the proposed abandonment area. There were no responses 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: \$251,232, plus the \$20 ordinance publication fee

OWNER

Travis Avenue Apartments 2012 LP

TKG Saltillo Apartments Realty, Inc.

R. Otto Maly, President

MAP

Attached



Abandonment Area:

ORDINANCE NO. _____

An ordinance providing for the abandonment of a portion of an alley located adjacent to City Blocks 1/1625 and H/1625 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Travis Cole Apartments 2012 LP; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for conveyance of needed land to the City of Dallas; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; providing a future effective date for this abandonment; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Travis Cole Apartments 2012 LP, a Texas limited partnership, 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 alley 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 **TWO HUNDRED FIFTY-ONE THOUSAND TWO HUNDRED THIRTY-TWO AND NO/100 DOLLARS (\$251,232.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, and 10, 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 180 days of the effective date of this ordinance showing the dedication of not less than 2,617 square feet for a water and wastewater easement in City Block H/1625. 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, 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 11. 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 inclusive of the dedication 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 12. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO

City Attorney

BY


Assistant City Attorney

DAVID COSSUM

Director of Department of Sustainable Development and Construction

BY


Assistant Director

Passed _____.

ALLEY ABANDONMENT
 15' Wide Alley in Block 1625
 Adjacent to Block H/1625 & 1/1625
 John Cole Survey, Abstract No. 268
 City of Dallas, Dallas County, Texas

DESCRIPTION, of a 2,617 square foot (0.060 acre) tract of land situated in the John Cole Survey, Abstract No. 268, City of Dallas, Dallas County, Texas; said tract being a part of the remaining, un-abandoned portion of a 15-foot wide alley created by Fairland Annex, an addition to the City of Dallas, Texas according to the plat recorded in Volume 1, Page 222 of the Map Records of Dallas County, Texas; adjacent to Lots 9, 10, 14, 15 and 16 of said Block H/1625 of said Fairland Annex; adjacent to the southwest line of that certain alley portion abandoned by City of Dallas Ordinance No. 12444 recorded in Volume 69036, Page 20 of the Deed Records of Dallas County, Texas; adjacent to Lot 5A, Block H/1625, Knoxbridge Addition, an addition to the City of Dallas, Texas according to the plat recorded in Volume 93041, Page 3987 of said Deed Records (said Lot 5A standing in the name of CIM/4649 COLE AVENUE (DALLAS), LP according to the Special Warranty Deed recorded in Instrument No. 201000040142 of the Official Public Records of Dallas County, Texas); adjacent to the northeast line of that certain alley portion abandoned by City of Dallas Ordinance No. 21278 and adjacent to Lot 4, Block 1/1625, J.B. Martin's Subdivision, an addition to the City of Dallas, Texas according to the plat recorded in Volume 3, Page 151 of said Map Records (said Lot 4 standing in the name of SALTILLO LAND 2015 LP according to the Warranty Deed recorded in Instrument No. 201500317891 of said Official Public Records); said tract also being all of that certain tract of land described in Exhibit A in Quitclaim Deed from said SALTILLO LAND 2015 LP to TRAVIS COLE APARTMENTS 2012 LP recorded in Instrument No. 201600201093 and all of that certain tract of land described in Exhibit "A" in Quitclaim Deed from said CIM/4649 COLE AVENUE (DALLAS), LP to said TRAVIS COLE APARTMENTS 2012 LP recorded in Instrument No. 201600201094, both of said Official Public Records; said 2,617 square foot tract being more particularly described as follows (bearing system for this survey is based on the State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983 (2011); distances shown hereon have been brought to surface by applying the TxDOT Dallas County adjustment factor of 1.000136506):

BEGINNING, at a 1/2-inch iron rod found for corner in the southernmost northeast line of said Lot 5A (Block H/1625, Knoxbridge Addition); said point being the southernmost corner of the southwest terminus of said remaining, un-abandoned alley (hereinafter referred to as "Alley"), the easternmost corner of said northeast alley line (abandoned by said City of Dallas Ordinance 21278), the westernmost corner of said Lot 9 (Block H/1625, Fairland Annex) and a west corner of that certain tract of land described as "Tract 1" in Special Warranty Deed to TRAVIS COLE APARTMENTS 2012 LP recorded in Instrument No. 201200378203 of said Official Public Records;

THENCE, North 66 degrees, 46 minutes, 32 seconds West, along the said northeast line of Lot 5A, the said northeast line of the alley portion abandoned by said City of Dallas Ordinance 21278 and the said southwest "Alley" terminus, a distance of 15.00 feet to a point for corner; said point being a reentrant corner of said Lot 5A, the northernmost corner of said alley portion abandoned by City of Dallas Ordinance 21278 and the southernmost west corner of said "Alley" terminus;

THENCE, North 23 degrees, 13 minutes, 28 seconds East, along a southeast line of said Lot 5A and the southernmost northwest line of said "Alley", a distance of 37.59 feet to a point for corner; said point being the northernmost east corner of said Lot 5A and at the intersection of the northwest line of said "Alley" and the southwest line of said "Alley";

THENCE, North 66 degrees, 46 minutes, 32 seconds West, along the southwest line of said "Alley" and the northernmost northeast line of said Lot 5A, at a distance of 50.00 feet passing the northernmost corner of said Lot 5A and the easternmost corner of said Lot 4 (Block 1/1625, J.B. Martin's Subdivision), then continuing along the northeast line of said Lot 4, in all a total distance of 121.89 to a point for corner in the southeast right-of-way line of Travis Street (a 34-foot wide right-of-way created by said J.B. Martin's Subdivision); said point being the northernmost corner of said Lot 4 and the easternmost corner of the northeast terminus of said Travis Street;

(For SPRG use only)	
Reviewed By:	<u>David Scott</u>
Date:	<u>9.30.16</u>
SPRG NO:	<u>2625</u>

ALLEY ABANDONMENT
15' Wide Alley in Block 1625
Adjacent to Block H/1625 & 1/1625
John Cole Survey, Abstract No. 268
City of Dallas, Dallas County, Texas

THENCE, North 23 degrees, 13 minutes, 28 seconds East, departing the said southeast line of Travis Street and into and across said "Alley", a distance of 15.00 feet to a point for corner in the northeast line of said "Alley", the southwest line of said Lot 16 (Block H/1625, Fairland Annex) and the southwest line of that certain tract of land described as "Tract 2" in said Special Warranty Deed to TRAVIS COLE APARTMENTS 2012 LP;

THENCE, South 66 degrees, 46 minutes, 32 seconds East, along the northeast line of said "Alley", the said southwest line of Lot 16 and the said southwest line of "Tract 2", at a distance of 21.89 feet passing the southernmost corner of said Lot 16, the southernmost corner of said "Tract 2", a west corner of said "Tract 1" and the westernmost corner of said Lot 15 (Block H/1625, Fairland Annex), continuing along the southwest line of said Lot 15 and a southwest line of said "Tract 1", at a distance of 71.89 feet passing the southernmost corner of said Lot 15 and the westernmost corner of said Lot 14 (Block H/1625, Fairland Annex), continuing along the southwest line of said Lot 14, at a distance of 121.89 feet passing the southernmost corner of said Lot 14 and the westernmost corner of said southwest line of that certain portion of alley abandoned by said Ordinance No. 12444, then continuing along the said southwest line of the abandoned alley, in all a total distance of 136.89 feet to a MAG nail with "PACHECO KOCH" washer set for corner in the northwest line of said Lot 10 (Block H/1625, Fairland Annex); said point being the southernmost corner of said southwest line of the abandoned alley, a reentrant corner of said "Tract 1" and at the intersection of the northeast line of said "Alley" and the southeast line of said "Alley";

THENCE, South 23 degrees, 13 minutes, 28 seconds West, along the southeast line of said "Alley", the southernmost northwest line of said "Tract 1" and the northwest line of said Lot 10, at a distance of 2.52 feet passing the westernmost corner of said Lot 10 and the northernmost corner of said Lot 9, then continuing along the northwest line of said Lot 9, in all a total distance of 52.59 feet to the POINT OF BEGINNING;

CONTAINING, 2,617 square feet or (0.060 acres) of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the alley abandonment tract described.

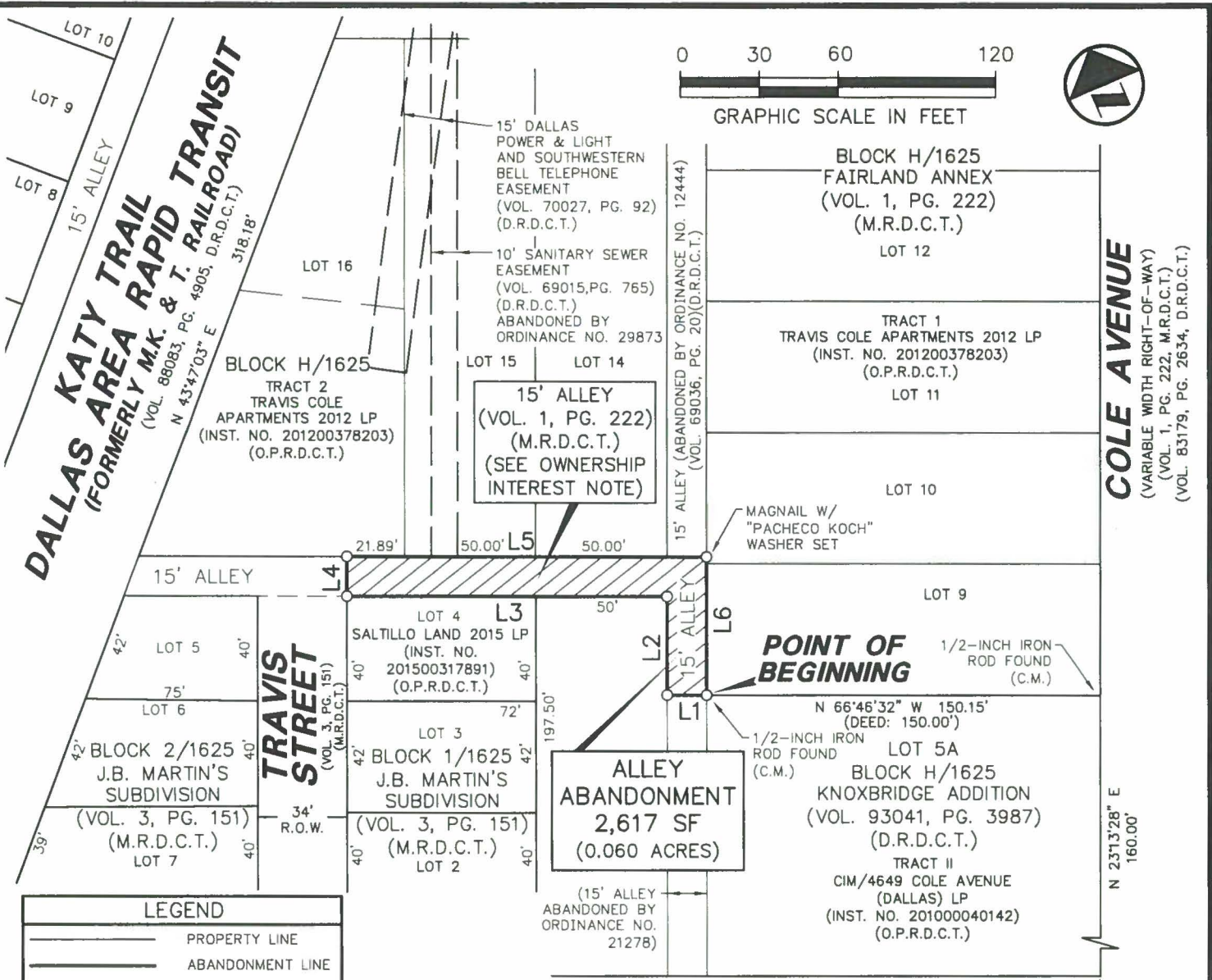
Michael C. Clover 09/13/2016

Michael C. Clover Date
Registered Professional Land Surveyor No. 5225
Pacheco Koch, LLC
7557 Rambler Road, Suite 1400, Dallas TX 75231
(972) 235-3031
TX Reg. Surveying Firm LS-10193805



3654-14.463EX5-1.docx
3654-14.463EX5-1.dwg gmp/mcc/lmg

(For SPRG use only)
Reviewed By: David Scott
Date: 9.30.16
SPRG NO: 2625



LEGEND

	PROPERTY LINE
	ABANDONMENT LINE
	EASEMENT LINE
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
M.R.D.C.T.	MAP RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
○	POINT FOR CORNER (UNLESS OTHERWISE NOTED)
(C.M.)	CONTROLLING MONUMENT

(For SPRG use only)
 Reviewed By: David Scott
 Date: 9.30.16
 SPRG NO: 2625

ALLEY OWNERSHIP INTERESTS

SALTILLO LAND 2015 LP TO TRAVIS COLE APARTMENTS 2012 LP (QUITCLAIM DEED-INST. NO. 201600201093 O.P.R.D.C.T.)
CIM/4649 COLE AVENUE (DALLAS), LP TO TRAVIS COLE APARTMENTS 2012 LP (QUITCLAIM DEED-INST. NO. 201600201094 O.P.R.D.C.T.)

SEE SHEET 4 OF 4 FOR NOTES, LINE TABLE AND SURVEYOR'S CERTIFICATION

ALLEY ABANDONMENT
 15' WIDE ALLEY IN BLOCK 1625 ADJACENT TO BLOCK H/1625 & 1/1625 JOHN COLE SURVEY, ABSTRACT NO. 268 CITY OF DALLAS, DALLAS COUNTY, TEXAS
 SHEET 3 OF 4

Pacheco Koch
 7557 RAMBLER ROAD, SUITE 1400 DALLAS, TX 75231 972.235.3031
 TX REG. ENGINEERING FIRM F-14439 TX REG. SURVEYING FIRM LS-10193805

DRAWN BY LMG	CHECKED BY MCC	SCALE 1"=60'	DATE SEPT. 2016	JOB NUMBER 3654-14.463
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M:\DWG-36\3654-14.463\DWG\SURVEY C3D 2012\3654-14.463EX5-2.DWG 09/13/2016 12:15PM MCVLOR

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 66°46'32" W	15.00'
L2	N 23°13'28" E	37.59'
L3	N 66°46'32" W	121.89'
L4	N 23°13'28" E	15.00'
L5	S 66°46'32" E	136.89'
L6	S 23°13'28" W	52.59'

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the State Plane Coordinate System, Texas North Central Zone, 4202, North American Datum of 1983 (2011). Distances shown hereon have been brought to surface by applying the TxDOT Dallas County adjustment factor of 1.000136506.

(For SPRG use only)

Reviewed By: David Scott
 Date: 9.30.16
 SPRG NO: 2625

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the private license tract described.

Michael C. Clover
 Registered Professional
 Land Surveyor No. 5225

Date

09/13/2016



ALLEY ABANDONMENT

15' WIDE ALLEY IN BLOCK 1625
 ADJACENT TO BLOCK H/1625 & 1/1625
 JOHN COLE SURVEY, ABSTRACT NO. 268
 CITY OF DALLAS, DALLAS COUNTY, TEXAS
 SHEET 4 OF 4



7557 RAMBLER ROAD, SUITE 1400
 DALLAS, TX 75231 972.235.3031
 TX REG. ENGINEERING FIRM F-14439
 TX REG. SURVEYING FIRM LS-10193805

DRAWN BY LMG	CHECKED BY MCC	SCALE NONE	DATE SEPT. 2016	JOB NUMBER 3654-14.463
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09/13/2016 - 12:15PM
MCCLOVER

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: December 14, 2016

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Human Resources
Fire
Police

CMO: A. C. Gonzalez, 670-3302
Eric Campbell, 670-3255

MAPSCO: N/A

SUBJECT

Ratify the Meet and Confer Agreement between the City of Dallas and the Dallas Black Fire Fighters Association, Black Police Association of Greater Dallas, National Latino Law Enforcement Organization (formerly the National Latino Peace Officers Association Greater Dallas Chapter), Dallas Fraternal Order of Police Lodge 588, Dallas Police Association, Dallas Hispanic Fire Fighters Association, and the Dallas Fire Fighter Association; and authorize the City Manager to enter into said Meet and Confer Agreement, effective October 1, 2016 through September 30, 2019 - Not to exceed \$89,357,723 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

In 2009, the Texas State Legislature enacted Chapter 147 of the Texas Local Government Code which permits police and fire sworn employee groups to meet with designated management teams to discuss employment matters such as wages, benefits, and working conditions.

This process, called "Meet and Confer," is designed to allow police and fire sworn employee groups and management an opportunity to reach an agreement on important employment issues. Unlike collective bargaining, meet and confer provides an opportunity, not a requirement, for the city to reach an agreement with its police and fire sworn employee groups.

On February 5, 2010, the police and fire sworn employee team submitted a petition to the City Manager asking the City to grant recognition of their police and fire meet and confer team and to begin negotiations. On February 24, 2010, the City Council granted recognition of the police and fire meet and confer team and authorized the City Manager to establish a management meet and confer team to begin negotiations.

BACKGROUND (Continued)

On September 1, 2010, the City Council approved the City's first meet and confer Agreement with uniformed officers for three years, commencing on September 1, 2010. The Agreement expired on September 30, 2013 but included a six month extension unless superseded by another agreement.

On December 11, 2013, the City Council approved the City's second meet and confer Agreement with uniformed officers for three years, commencing on October 1, 2013. The Agreement expired on September 30, 2016 but included a six month extension unless superseded by another agreement.

In November 2016, both teams agreed in principle to a new three year agreement. The proposed agreement was briefed to City Council on December 7, 2016; and, if approved, will be effective October 1, 2016 through September 30, 2019.

Under Chapter 147 of the Texas Local Government Code, the agreement by the meet and confer teams must be in writing and ratified through a voting process by all sworn police and fire officers and ratified by the City Council.

It is recommended that the City Council approve the agreement and authorize the City Manager to enter into the agreement with the police and fire sworn employee groups.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 2, 2009, the City Council was briefed on the Meet and Confer process.

On February 24, 2010, the City Council granted recognition of the police and fire meet and confer team and authorized the City Manager to establish a management meet and confer team.

On August 4, 2010, the City Council was briefed on the proposed three year agreement (effective October 1, 2010 through September 30, 2013) between the City and the police and fire meet and confer team.

On September 1, 2010, the City Council approved the 2010 meet and confer agreement.

On November 6, 2013, the City Council was briefed on the proposed three year agreement (effective December 11, 2013 through September 30, 2016) between the City and the police and fire meet and confer team.

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

On December 11, 2013, City Council approved the 2013 meet and confer agreement.

On December 7, 2016, the City Council was briefed on the proposed three year agreement (effective October 1, 2016 through September 30, 2019) between the City and the police and fire meet and confer team.

FISCAL INFORMATION

FY 2016-17

\$16,313,787 (Approved as part of the FY 2016-17 budget)

FY 2017-18

\$30,775,519 (subject to appropriations)

FY 2018-19

\$26,619,607 (subject to appropriations)

FY 2019-20

\$15,648,810 (subject to appropriations)

December 14, 2016

WHEREAS, the 2009 Texas State Legislature enacted Chapter 147 of the Texas Local Government Code, authorizing police and fire sworn employee groups to meet with designated management teams to discuss employment matters such as wages, benefits, and working conditions; and

WHEREAS, on February 5, 2010, the City of Dallas received a petition from the police and fire meet and confer team requesting meet and confer discussions with city management; and

WHEREAS, on February 24, 2010, the City Council granted recognition of the 2010 police and fire meet and confer team and authorized the City Manager to create a management meet and confer team for negotiations; and

WHEREAS, Chapter 147 of the Texas Local Government Code provides an opportunity, not a requirement, for the city to reach an agreement with its police and fire sworn employees; and

WHEREAS, all agreements must be in writing and ratified through a voting process by all police and fire officers and approved by the governing body; and

WHEREAS, a three year written agreement effective October 1, 2016 through September 30, 2019 has been developed and presented to both the police and fire officers and the City Council for approval; and

WHEREAS, Chapter 147 of the Texas Local Government Code requires that 65% of the uniform officers must approve the agreement; and

WHEREAS, at least 65% of the police and fire officers voted to approve the agreement.

NOW, THEREFORE,

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

Section 1. That the city approves the agreement between the City of Dallas and the Dallas Black Fire Fighters Association, Black Police Association of Greater Dallas, National Latino Law Enforcement Organization (formerly the National Latino Peace Officers Association Greater Dallas Chapter), Dallas Fraternal Order of Police Lodge 588, Dallas Police Association, Dallas Hispanic Fire Fighters Association, and the Dallas Fire Fighter Association effective October 1, 2016 through September 30, 2019.

December 14, 2016

Section 2. That the City Manager is authorized to execute the meet and confer agreement between the City of Dallas and the Dallas Black Fire Fighters Association, Black Police Association of Greater Dallas, National Latino Law Enforcement Organization (formerly the National Latino Peace Officers Association Greater Dallas Chapter), Dallas Fraternal Order of Police Lodge 588, Dallas Police Association, Dallas Hispanic Fire Fighters Association, and the Dallas Fire Fighter Association.

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

KEY FOCUS AREA: E-Gov
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Mayor and City Council
CMO: A. C. Gonzalez, 670-3297
MAPSCO: N/A

SUBJECT

Consideration of appointment of T.C. Broadnax to the position of city manager, adoption of a resolution appointing T.C. Broadnax as city manager, approval of the terms of the Agreement of Employment reviewed by city council, and authorize the current city manager to execute an Agreement of Employment for the new city manager.

December 14, 2016

WHEREAS, the Dallas City Council desires to appoint T.C. Broadnax to the position of City Manager; and

WHEREAS, an Agreement of Employment for the services of T.C. Broadnax as City Manager has been negotiated; **Now, Therefore**,

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

Section 1. That T.C. Broadnax is hereby appointed City Manager of the City of Dallas, effective February 1, 2017.

Section 2. That following approval as to form by the City Attorney, the current City Manager is authorized to execute an Agreement of Employment with terms approved by the City Council between the City and T.C. Broadnax for his services as the new City Manager, commencing February 1, 2017, for an indefinite term.

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

ADDENDUM ITEM # 25

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): 2
DEPARTMENT: Sustainable Development and Construction
CMO: Mark McDaniel, 670-3256
MAPSCO: 46 E; F

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for an R-7.5(A) Single Family District and multifamily uses on property zoned an R-7.5(A) Single Family District with Historic Overlay No. 63 (David Crockett Elementary School) on the southwest side of North Carroll Avenue, southeast of Worth Street

Recommendation of Staff: Approval, subject to a revised development plan and staff's recommended conditions

Recommendation of CPC: Approval, subject to a revised development plan and conditions

Z156-267(SM)

FILE NUMBER: Z156-267(SM) **DATE FILED:** May 25, 2016

LOCATION: Southwest side of North Carroll Avenue, southeast of Worth Street.

COUNCIL DISTRICT: 2 **MAPSCO:** 46E, F

SIZE OF REQUEST: Approx. 1.373 acres **CENSUS TRACT:** 15.02

OWNER: David Crockett Building, LLC

APPLICANT: Crocket School Multifamily LLC

REPRESENTATIVE: Suzan Kedron, Jackson Walker, LLP

REQUEST: An application for a Planned Development District for an R-7.5(A) Single Family District and multifamily uses on property zoned an R-7.5(A) Single Family District with Historic Overlay No. 63 (David Crockett Elementary School).

SUMMARY: The applicant proposes to renovate the existing historic school building for multifamily uses. The structure is the former David Crocket Elementary School.

CPC RECOMMENDATION: Approval, subject to a revised development plan and conditions

STAFF RECOMMENDATION: Approval, subject to a revised development plan and staff's recommended conditions

BACKGROUND INFORMATION:

- The David Crockett Elementary School was built in 1903. The school closed in January 1989. For several years, the building housed Dallas Independent School District administrative offices.
- The property was designated an historic district in October 1993. Historic Overlay No. 63 protects the façade facing North Carroll Avenue and wrapping around on the northwest side and the southeastern façade facing the park. A “no build area” extends along the entire property abutting North Carroll Avenue, along the southeastern façade, and the southwestern façade. (See page 27.)
- The applicant proposes to renovate the existing historic school building into between 50 and 60 multifamily units. No new buildings are proposed. The applicant does propose to construct carports in part of the lot along Alcalde Street.
- The applicant’s proposed Planned Development District alters the side yard setbacks from 15 feet to three feet, allows gates and fences in the setbacks, increases the height from 36 feet to 50 feet.

Zoning History: There has been one recent zoning change requested in the area.

1. Z156-111 – On January 27, 2016, City Council approved an NS(A) Neighborhood Service District with deed restrictions volunteered by the application on the southwest side of North Peak Street, southeast of Gaston Avenue.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Carroll Avenue	Local Street	variable
Worth Street	Local Street	50 ft.
Alcalde Street	Local Street	50 ft.
Victor Street	Local Street	80 ft.

Traffic: The Engineering Division of the Sustainable Development and Construction Department has reviewed the request and determined that the proposed decrease will have no impact on the surrounding street system.

Surrounding Land Uses:

	Zoning	Land Use
Site	R-7.5(A) – H/63	Vacant school
Northeast	PD No. 98	Park
Southeast	R-7.5(A)	Park
Southwest	R-7.5(A)	Single Family
Northwest	PD No. 371, CR	Townhomes, duplex, multifamily, retail

COMPREHENSIVE PLAN: The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request.

LAND USE ELEMENT

GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods’ unique characteristics.

GOAL 1.2 PROMOTE DESIRED DEVELOPMENT

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

ECONOMIC ELEMENT

GOAL 2.5 FOSTER A CITY OF GREAT NEIGHBORHOODS

Policy 2.5.1 Promote strong and distinctive neighborhoods to enhance Dallas’ quality of life.

GOAL 2.2 ENGAGE IN STRATEGIC ECONOMIC DEVELOPMENT

Implementation Measure 2.2.6.4 Utilize historic buildings when possible to retain the character of surrounding neighborhoods.

STAFF ANALYSIS:

Land Use Compatibility: The site is developed with a vacant school building. Adjacent to the site to the northeast and southeast are City parks, zoned PD No. 98 and R-7.5(A), respectively. Single family dwellings are to the southwest across Alcalde Street in an R-7.5(A) District. Adjacent to the northwest are townhomes, a duplex, and a small multifamily development within PD No. 371 as well as retail and restaurants in a CR District. An elementary school is to the north of the site across North Carroll Avenue, next to the City park.

The applicant is proposing to renovate the existing historic structure into between 50 and 60 multifamily units. The applicant is not proposing to add any structures but will construct three carport structures in the parking lot on the Alcalde Street side. New stoops and canopies are proposed on the secondary building to the northwest of the main structure.

Staff’s recommendation is for the side yard setback to be 10 feet on the northwestern property line adjacent to the townhomes to observe typical side yard setbacks for multifamily districts adjacent to single family or townhome districts. CPC recommended to follow staff’s recommended conditions with the exception that the setback adjacent to the townhomes on the northwest property line is five feet. The proposed development plan shows the carports at five feet from the property line.

Historic Overlay No. 63 protects the façade of the main structure facing North Carroll Avenue and wrapping around on the northwest side and the southeastern façade facing the park. A “no build area” extends along the entire property abutting North Carroll Avenue, along the southeastern façade, and the southwestern façade.

All alterations to the exterior of the building or to the site require a Certificate of Appropriateness, either routine or from the Landmark Commission. The applicant obtained approval from the Landmark Commission on September 6, 2016; however, there are changes between what is included in the attached development plan, as discussed in the following “Changes to the Development Plan” section of this report that will necessitate a second review from Landmark Commission prior to permit.

Staff supports the request with staff’s proposed conditions. The reuse of an historic structure is encouraged. It helps save a bit of our City’s history while recycling exiting structures and maintaining the fabric of the neighborhood.

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
R-7.5(A) - Existing Single Family	25'	5'	1 Dwelling Unit/ 7,500 sq. ft.	30'	45%	RPS	Single family
PDD - Proposed MF-2(A) CPC - Recommendation	15'	10' NW side, 5' Parking on NW side 0" SE side	Min lot 1,000 sq. ft. 800 sq ft – E 1,000 sq. ft – 1 BR 1,200 sq ft – 2 BR +150 sq ft each add BR	50'	60%	Proximity Slope	Multifamily, duplex, single family
PDD - Proposed MF-2(A) Staff - Recommendation	15'	10' NW side 0" SE side	Min lot 1,000 sq. ft. 800 sq ft – E 1,000 sq. ft – 1 BR 1,200 sq ft – 2 BR +150 sq ft each add BR	50'	60%	Proximity Slope	Multifamily, duplex, single family
PDD - Proposed MF-2(A) Applicant proposed	15'	3"	Min lot 1,000 sq. ft. 800 sq ft – E 1,000 sq. ft – 1 BR 1,200 sq ft – 2 BR +150 sq ft each add BR	50'	60%	Proximity Slope	Multifamily, duplex, single family

Fences and visibility triangle:

The applicant is requesting that the gate and fence along Alcalde Street be allowed to be located within the visibility triangle at the northernmost entrance and for the gate to be less than 20 feet from the property line. CPC and staff recommend that the fence and gate be outside of the visibility triangle since Alcalde Street is a residential street with a park in the same block. The visibility triangles ensure that vehicles leaving the parking lot are able to view any pedestrians and other vehicles before pulling out into the street. Staff recommends the gate be set back from the property line the required 20 feet to ensure that cars entering the parking lot are able to pull off the street while the gate is opening and not impede traffic on the street.

The applicant proposes to maintain existing fences on the northwestern property line. The fences are a four foot chain link fence next to the townhomes in PD No. 371, an eight foot wood fence adjacent to the multifamily use in PD No. 371, and a five foot chain link fence adjacent to the CR District. The applicant proposes to construct a six foot gate and fence along North Carroll Avenue and extending to the corner of the main structure to secure the parking lot. A pedestrian gate would be installed next to the building. The fence adjacent to North Carroll Street is proposed to be constructed on the existing 28 inch retaining wall making the fence along the street over eight feet tall. These fences are located in the no build area of the historic district.

The applicant also proposes to construct a new six foot fence and two vehicular gates adjacent to Alcalde Street extending corner of the existing structure. A pedestrian gate is proposed next to the building. The portion of this fence in front on the main structure is also in the no build area. Staff recommends that this fence be no higher than four feet in order to compliment the single family zoning district across the street. CPC motioned to approve the fence at a six-foot height.

No fence is proposed along the southwestern property line adjacent to the City park.

Landmark Commission approved the location of the fences that were shown on the proposed development plan that was presented to CPC on September 1. However, since the parking lot needed to be redesigned as discussed in the following section and CPC recommended a solid fence along a segment of the perimeter, the applicant will be required to revisit the Landmark Commission in order to obtain permits. However, staff recommends the fence along Alcalde Street be no more than four feet tall. The single family houses across Alcalde Street and the townhomes adjacent are limited to fences no taller than four feet. Staff would like to see the front yard of the multifamily maintain the front yard of the surrounding uses.

Lastly, staff and CPC recommend a six foot solid fence replaces the existing four foot chain link fence on the northwestern property line adjacent to the townhomes. The parking lot is adjacent to the townhomes and should be screened. The parking lot for a multifamily use will have trips throughout the day and evening unlike a school use, which primarily has parking only during the day hours.

The conditions propose that the fence locations, height, and materials be shown on the development plans due to the variety of types proposed. Due to this, staff is recommending a revised development plan to show the fences as recommended by staff.

Changes to the Development Plan

Several changes to the parking layout were made to the development plan that CPC reviewed. The angled parking stalls were narrower than a standard parking stall, so they were straightened out and were either made a conventional nine foot-wide space or a seven and a half foot-wide compact stall.

An issue arose with the second drive approach on Alcalde Street because it is located on City of Dallas park property. Previously, the Alcalde Street fronting parking stalls were angled in a one-way direction which necessitated the use of the park-owned drive approach which would require an agreement between the Park and Recreation Department and the applicant. The proposed solution and change on the included plan is to realign them to be perpendicular to Alcalde Street, which allows compact cars to operate in a two-way direction. Therefore, the southern vehicular entrance and gate is not necessary on park property because the compact stalls can now utilize a two-way aisle and if access is blocked to the park property, the compact stalls are still operable. Future use of the gate is in an on-going negotiation between the applicant and the Park and Recreation Department.

Other changes include adjustments to the placement of the proposed carports in order to arrange parking stalls to minimum dimensional standards. The quantity of the parking stalls has also decreased from 62 on the CPC reviewed plan, to 60 in the attached revised plan. The decrease is a result of fixing angled parking stalls that were designed to be too narrow to fit a vehicle and eliminated some parking spaces that were unable to be maneuvered because of dead ends. The proposed conditions do not modify standard parking requirements for multifamily uses and therefore, the applicant must design the proposed multifamily renovation to meet standard parking requirements.

Finally, a bicycle parking space was added to the main pedestrian entrance from North Carroll Avenue and the gate on North Carroll Avenue moved closer to the street, but remains compliant with visibility triangle and gate setback requirements, in order to add two more parking spaces to the site.

Because of all of these changes, the plan that was approved by Landmark Commission will also need to return to Landmark Commission for approval prior to permit.

CPC Motion – September 1, 2016:

Motion: It was moved to recommend **approval** of for a Planned Development District for an R-7.5(A) Single Family District and multifamily uses, subject to a revised development plan and staff’s recommended conditions with the following modifications: 1) Side yard – follow staff’s recommendation of 10 feet except on the northwest property line adjacent to Planned Development District No. 371, where the setback is 5 feet for parking, 2) Fence and gate materials – follow staff’s recommendation with the following clarifications: new fences and gates shown on the development plan must be made of wrought iron or similar materials, including tubular and hollow materials that appear like wrought iron, EXCEPT the northwest property line adjacent to Planned Development No. 371 where the fence must be of a solid material, (3) Fence height and location – the fence on the northwest property line adjacent to Planned Development District No. 371 must be 6 feet in height. Up to a 6 foot wrought iron fence is allowed around the parking lot as the parking lot is defined on the development plan, including the parking lot area in the no build zone. The parking lot fence is subject to Landmark approval. Any fence in the no-build zone is subject to Landmark approval, (4) Visual obstruction regulations – gates and fences must comply with existing visibility triangle regulations in Section 51A on property zoned an R-7.5(A) Single Family District with Historic Overlay No. 63 (David Crockett Elementary School) on the southwest side of North Carroll Avenue, southeast of Worth Street.

Maker: Rieves
Second: Ridley
Result: Carried: 11 to 0

For: 11 - Anglin, Rieves, Houston, Davis*, Shidid, Haney, Jung, Housewright, Schultz, Peadon, Ridley

Against: 0
Absent: 2 - Anantasomboon, Tarpley
Vacancy: 1 - District 7
Abstained: 2 - Murphy**

*out of the room, shown voting in favor
**abstained from voting, due to bus tour requirement

Notices: Area: 500 Mailed: 79
Replies: For: 9 Against: 2

Speakers: For: Kathy dela Vergne, 6322 Royalton Dr., Dallas, TX, 75230
Jim Anderson, 4706 Swiss Ave., Dallas, TX, 75204
Elizabeth Nelson, 4403 Worth St., Dallas, TX, 75246
Wendy Millsap, 4530 Reiger Ave., Dallas, TX, 75246
Suzan Kedron, 2323 Ross Ave., Dallas, TX, 75201
Against: None

Officers

Officers and Directors

Crockett School Multifamily, LLC (Applicant)

Naser Nayeb	Manager
Kathy delaVergne	Member/Manager
Allan Brown	Member/Manager
Oakcliff Hampton, Inc.	Member
• Naser Nayeb	Director
• Ryan Poehler	Director
• Ala Anbar	Director

David Crockett Building LLC (Owner)

Ken Good, Jr. – President/Secretary

CPC RECOMMENDED PDD CONDITIONS

“ARTICLE _____.

PD _____.

SEC. 51P-____.101. LEGISLATIVE HISTORY.

PD ____ was established by Ordinance No._____, passed by the Dallas City Council on _____.

SEC. 51P- ____ .102. PROPERTY LOCATION AND SIZE.

PD _____ is established on property located on the southwest line of Carroll Avenue, southeast of Worth Street. The size of PD _____ is approximately 1.373 acres.

SEC. 51P- ____ .103. DEFINITIONS AND INTERPRETATIONS.

- (a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article.
- (b) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.
- (c) This district is considered to be a residential zoning district.

SEC. 51P- ____ .104. EXHIBIT.

The following exhibit is incorporated into this article: Exhibit ____A: development plan.

SEC. 51P- ____ .105. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit ____A). If there is a conflict between the text of this article and the development plan, the text of this article controls.

SEC. 51P- ____ .106. MAIN USES PERMITTED.

The only main uses permitted are those main uses permitted in the MF-2(A) Multifamily District, subject to the same conditions applicable in the MF-2(A) Multifamily District, as set out in Chapter 51A. For example, a use permitted in the MF-2(A) Multifamily District only by

specific use permit (SUP) is permitted in this district only by SUP; a use subject to development impact review (DIR) in the MF-2(A) Multifamily District is subject to DIR in this district; etc.

SEC. 51P-____.107. ACCESSORY USES.

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

SEC. 51P-____.108. YARD, LOT, AND SPACE REGULATIONS.

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

(a) Except as provided in this section, the yard, lot, and space regulations for the MF-2(A) Multifamily District apply.

CPC recommendation:

(b) Side yard. Except as provided in this subparagraph, minimum side yard is 10 feet from the northwest property line. Minimum five foot setback is required for structures and parking within 124 feet of Alcalde Street on the northwest property line. No minimum side yard is required from the southeast property line. Except as provided in this subsection, retaining walls with a maximum height of 28 inches and required parking, may be located in required yards.

Staff recommendation:

(b) Side yard. Minimum side yard is 10 feet from the northwest property line. No minimum side yard is required from the southeast property line. Except as provided in this subsection, retaining walls with a maximum height of 28 inches and required parking, may be located in required yards.

Applicant requested:

(b) Side yard. Minimum side yard is three feet. Except as provided in this subsection, retaining walls with a maximum height of 28 inches, fences, pedestrian and vehicular gates, required parking, and existing structures, may be located in required yards.

(c) Height.

(1) Maximum height. Except as provided in this subsection, maximum structure height is 50 feet

(2) Residential proximity slope. If any portion of a structure is over 26 feet in height, that portion may not be located above a residential proximity slope. Exception: Except for chimneys, structures listed in Section 51A-4.408(a)(2) may project through the slope to a height not to exceed the maximum structure height, or 12 feet above the slope, whichever is less. Chimneys may project through the slope to a height 12 feet above the slope and 12 feet above the maximum structure height.

SEC. 51P-____.109. FENCES.

(a) In general. Except as provided in this section, the fence regulations for the MF-2(A) Multifamily District apply.

CPC Recommendation:

(b) Materials.

(1) Except as provided in this section, new fences shown on the development plan (Exhibit ____A) must be made of wrought iron or similar materials, including tubular and hollow materials that appear like wrought iron, and may not exceed six feet.

(2) New fences shown on the development plan that are within 124 feet of Alcalde Street on the northwest property line must be made of solid screening materials.

(3) Existing fences shown on the development plan (Exhibit ____A) must be made of the materials listed on the plan.

Staff Recommendation:

(b) Materials.

(1) New fences shown on the development plan (Exhibit ____A) must be made of wrought iron or similar materials.

(2) Existing fences shown on the development plan (Exhibit ____A) must be made of the materials listed on the plan.

Applicant Request:

(b) Materials.

(1) Except as provided in this section, fences that exceed four feet in height must be made of wrought iron or similar materials.

(2) Fencing materials shown on the development plan are allowed within five feet of the northwest property lines.

CPC and Staff Recommendation:

(c) Fence height and location. Fences are only allowed in the locations and heights shown on the development plan.

Staff Note: Staff does not support the location of fences in the no build area. Fences would need to be revised on the proposed development plan.

Applicant Request:

(c) Fence height. Fence heights are limited to the higher of six-feet above grade or existing retaining walls in the following areas:

- (1) Within 56 feet of Carroll Avenue,
- (2) Within 36 feet of Alcalde Street, and
- (3) Within 20 feet of the southeast property lines.

CPC and Staff Recommendation

~~(d) Gates. Gates for vehicular traffic may be located less than 20 feet from the back of the street curb along Alcalde Street, as shown on the development plan, Exhibit ____ A.~~

Applicant Request

(d) Gates. Gates for vehicular traffic may be located less than 20 feet from the back of the street curb along Alcalde Street, as shown on the development plan.

CPC and Staff Recommendation

~~**SEC. 51P-____.110. VISUAL OBSTRUCTION REGULATIONS.**~~

~~(a) Except as provided in this section, the visual obstruction regulations in Section 51A-4.602(d) apply in this district.~~

~~(b) The visibility triangle is the portion of a lot within a triangular area formed by connecting together the point of intersection of the edge of a driveway or alley and an adjacent street curb line (or, if there is no street curb, what would be the normal street curb line) and points on the driveway or alley edge and the street curb line 20 feet from the intersection.~~

~~(c) Fences may encroach a maximum of 5 feet into the visibility triangle along the northwest property line along Alcalde Street.~~

Applicant's Request

SEC. 51P-____.110. VISUAL OBSTRUCTION REGULATIONS.

(a) Except as provided in this section, the visual obstruction regulations in Section 51A-4.602(d) apply in this district.

(b) Fences may encroach a maximum of five feet into the visibility triangle along the northwest property line along Alcalde Street.

SEC. 51P- ____ .111. OFF-STREET PARKING AND LOADING.

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

(b) Off-street parking shown on the development plan may be located in the front yard.

SEC. 51P- ____ .112. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P- ____ .113. LANDSCAPING.

(a) Landscaping must be provided in accordance with Article X.

(b) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P- ____ .114. SIGNS.

(a) Except as provided in this section, signs must comply with the provisions for non-business zoning districts in Article VII.

(b) Existing building identification markers, including the identification of the Davy Crockett School, are not considered signs.

SEC. 51P- ____ .115. ADDITIONAL PROVISIONS.

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

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

SEC. 51P-____.116. COMPLIANCE WITH CONDITIONS.

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

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

Historic Overlay District No. 63
David Crockett Elementary School

933970

10/25/93

21870

ORDINANCE NO. 21870

An ordinance amending CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," of the Dallas City Code, as amended, by establishing Historic Overlay District No. 63 (David Crockett Elementary School) comprised of the following described property ("the Property"), to wit:

BEING all of Lot 1 in City Block F/797 in the J. Grigsby Survey, Abstract No. 495, in the City of Dallas, Dallas County, Texas, said lot fronting 150.31 feet on the southwest line of Carroll Avenue, beginning at a point 175 feet southeast of the southeast line of Worth Street, and containing 1.373 acres of land,

providing procedures, regulations, and preservation criteria for structures and property in the district; providing a penalty not to exceed \$2000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the applicable ordinances of the city, have given the required notices and have held the required public hearings regarding the rezoning of that property; and

WHEREAS, the city council finds that that property is an area of historical, cultural, and architectural importance and significance to the citizens of the city; and

CHECKED BY
JCK

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WHEREAS, the city council finds that it is in the public interest to establish this historic overlay district: Now, Therefore,

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

SECTION 1. That CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," of the Dallas City Code, as amended, is amended by establishing Historic Overlay District No. 63 comprised of the following described property ("the Property"), to wit:

BEING all of Lot 1 in City Block F/797 in the J. Grigsby Survey, Abstract No. 495, in the City of Dallas, Dallas County, Texas, said lot fronting 150.31 feet on the southwest line of Carroll Avenue, beginning at a point 175 feet southeast of the southeast line of Worth Street, and containing 1.373 acres of land.

SECTION 2. That the establishment of this historic overlay district shall not affect the existing underlying zoning classification of the Property, which shall remain subject to the regulations of the underlying zoning district. If there is a conflict, the regulations contained in this ordinance control over the regulations of the underlying zoning district.

SECTION 3. That a person shall not alter the Property, or any portion of the exterior of a structure on the Property, or place, construct, maintain, expand, or remove any structure on the Property without first obtaining a certificate of appropriateness in accordance with the Dallas Development Code, as amended, and this ordinance. All alterations to the

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Property must comply with the preservation criteria attached to and made a part of this ordinance as Exhibit A.

SECTION 4. That the building official shall not issue a building permit or a certificate of occupancy for a use on the Property until there has been full compliance with this ordinance, the Dallas Development Code, the construction codes, and all other applicable ordinances, rules, and regulations of the City of Dallas.

SECTION 5. That the director of planning and development shall correct Zoning District Map No. J-8 in the offices of the city secretary, the building official, and the department of planning and development to reflect the changes in zoning made by this ordinance.

SECTION 6. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2000. In addition to punishment by fine, the City may, in accordance with state law, provide civil penalties for a violation of this ordinance, and institute any appropriate action or proceedings to prevent, restrain, correct, or abate the unlawful erection, construction, reconstruction, alteration, repair, conversion, or maintenance of a building, structure, or land on the Property.

SECTION 7. That CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE," of the Dallas City Code, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

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SECTION 8. 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 9. 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:
SAM A. LINDSAY, City Attorney

By Cynthia Holder Steiner
Assistant City Attorney

Passed OCT 27 1993

Zoning File No. Z923-294/9506-E

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EXHIBIT A

PRESERVATION CRITERIA
FOR DAVID CROCKETT ELEMENTARY SCHOOL

Except as otherwise provided in these Preservation Criteria, all public and private right-of-way improvements, renovation, repairs, demolition, maintenance, site work, and new construction in this district must conform to the following guidelines, and a certificate of appropriateness must be obtained for such work prior to its commencement.

Except as otherwise provided in these Preservation Criteria, any such alterations to the property must conform to the regulations contained in CHAPTER 51A, "PART II OF THE DALLAS DEVELOPMENT CODE" of the Dallas City Code, as amended. In the event of a conflict, these Preservation Criteria control.

Unless otherwise specified, preservation and restoration materials and methods used must conform to those defined in the Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library.

1. DEFINITIONS

Unless provided below or the context clearly indicates otherwise, the definitions contained in Sections 51A-1.102 and 51A-7.102 of the Dallas City Code, as amended, apply.

- 1.1 APPLICANT means an owner of property within this district, or an owner's duly authorized agent.
- 1.2 CERTIFICATE OF APPROPRIATENESS means a certificate issued by the city in accordance with Section 51A-4.501 of the Dallas City Code, as amended, to authorize the alteration of the physical character of real property in the district or any portion of the exterior of a structure in the district, or the placement, construction, maintenance, expansion, or removal of any structure in or from the district.
- 1.3 COLUMN means the entire column including the base and capital, if any.
- 1.4 COMMISSION means the City of Dallas Landmark Commission.
- 1.5 DIRECTOR means the director of the Department of Planning and Development or that person's representative.

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- 1.6 DISTRICT means the David Crockett Elementary School Historic Overlay District. This district contains the property described in Section 1 of this ordinance.
- 1.7 ERECT means to build, attach, hang, place, suspend, fasten, fix, maintain, paint, draw, or otherwise construct.
- 1.8 FENCE means a structure or hedgerow that provides a physical barrier, including a fence gate.
- 1.9 MAIN BUILDING means a building on a lot intended for occupancy by the main use.
- 1.10 NO BUILD ZONE means that part of a lot in which no new construction may take place.
- 1.11 PRESERVATION CRITERIA means the standards considered by the director and commission in determining whether a certificate of appropriateness should be granted or denied.
- 1.12 PROTECTED FACADE means a facade that must maintain its original appearance, to the extent practical, in all aspects.
- 1.13 REAL ESTATE SIGN means a sign that advertises the sale or lease of an interest in real property.
- 2. SITE AND SITE ELEMENTS
 - 2.1 New construction is prohibited in an area designated as a "No Build Zone" on Exhibit B.
 - 2.2 The existing original and historic structure must be retained and protected.
 - 2.3 New sidewalks, walkways, steps, and driveways must be of brush finish concrete or other material if deemed appropriate. No exposed aggregate, artificial grass, carpet, asphalt, or artificially-colored monolithic concrete paving is permitted.
 - 2.4 Exterior lighting must be appropriate to and enhance the structure.
 - 2.5 Landscaping must be appropriate and compatible, must enhance the structure and surroundings, and must not obscure significant views of the main building or from the main building. It is recommended that landscaping

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modifications reflect the original historic landscaping design when appropriate.

2.6 Existing mature trees must be protected. Unhealthy or damaged trees may be removed if deemed appropriate.

2.7 No fences are permitted in the no-build zone, except as required for school security.

3. STRUCTURE

Facades

3.1 The front facade facing North Carroll Street, the side facade facing Victor Street and that portion of the side facade facing Worth Street that is within the "no build zone" are protected facades.

3.2 Reconstruction, renovation, or repair of the opaque elements of the protected facades must employ materials similar to the original materials in texture, color, pattern, grain, and module size to the extent practical.

3.3 The existing solid-to-void ratios of non-protected facades must be maintained to the extent practical. All additions and alterations must be architecturally sensitive and appropriate to the overall design of the existing structure.

3.4 Brick must match in color, texture, module size, bond pattern, and mortar color. Original brick on a facade may not be painted, with the exception that portions of the original structures that had previously been painted may remain painted.

3.5 Stone, cast stone, and concrete elements must be renovated or repaired only with materials similar in size, grain, texture, and color to the original materials.

3.6 Wood trim, fascias, soffits, and detailing must be carefully restored when practical. Historic materials should be repaired; they should be replaced only when necessary. Badly deteriorated paint should be removed in accordance with the Department of Interior standards before refinishing. All exposed wood must be painted, stained, or otherwise protected. Resurfacing with vinyl or aluminum siding or stucco is not permitted.

3.7 Original color and original materials must be preserved and maintained when practical. Paint and other color schemes for non-masonry elements should be based upon any available documentation as to original conditions.

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- 3.8 Exposing and restoring original historic finish materials is encouraged.
- 3.9 Exterior cleaning must be accomplished in accordance with Department of Interior standards. No sandblasting or other mechanical abrasive cleaning processes are permitted.
- 3.10 After the effective date of this ordinance, any new mechanical equipment must be erected in side or rear yards and must be screened.

Embellishments and Detailing

- 3.11 The following architectural elements are considered special features and must be protected and preserved unless otherwise determined by the Commission: exterior wood windows; arched windows; the front entry porch, and decorative parapet at North Carroll Avenue; and dormer windows.

Fenestrations and Openings

- 3.12 Original doors and windows and their openings should remain intact and be preserved. When replacement of an original door or window is necessary due to damage or structural deterioration, replacement doors and windows must express mullion size, light configuration, and material to match the original or existing doors and windows. Total replacement of windows and doors that have been altered and no longer match the historic appearance is strongly recommended. Exterior storm windows, storm doors, and window screens may be permitted if they are sensitive additions and match the existing windows and doors in frame width and proportion, glazing material, and color.
- 3.13 Burglar bars are permitted over existing doors and windows of protected facades if required for security reasons. They should not be of a highly decorative or ornamental design, and should align with or complement the window or door muntin pattern.
- 3.14 Glass and glazing must match original materials to the extent practical. No tinted or reflective glazing or films are permitted.
- 3.15 New door and window openings in protected facades are permitted only where there is evidence that original openings have been infilled with other materials or the safety of life is threatened.

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- 3.16 The Department of the Interior standards should be referenced for acceptable techniques to improve the energy efficiency of historic fenestrations.

Roofs

- 3.17 The slope, massing, and configuration of the roof must be preserved and maintained. Existing parapets, cornices and coping, eaves, roof trim, and dormers must be retained, and, when repaired, should be repaired with material matching in size, finish, module, and color.
- 3.18 Only wood shingles and composition shingles are allowed as roofing materials. No metal, built-up, synthetic wood shingles, synthetic clay tile, or single-ply membrane roofs are permitted on visible roofs of the main structure.
- 3.19 Solar panels, skylights, and mechanical equipment must be set back or screened so that they are not visible to a person standing at ground level on the opposite side of Alcade Street and North Carroll Avenue if they are located adjacent to the no build zone.

Entry Portico

- 3.20 Existing original entry porticoes on protected facades must be retained and preserved and may not be enclosed.
- 3.21 All original columns, railings, stairs, and other trim and detailing that are part of the portico configuration must be preserved.
- 3.22 Portico and stair floor finishes must be of brush finish concrete only and may not be covered with paint or carpet. A clear sealant is permitted.

4. NEW CONSTRUCTION AND ADDITIONS

- 4.1 The form, materials, general exterior appearance, color, and details of any new construction or accessory buildings must be compatible with the existing historic structure.
- 4.2 New construction, additions to historic structures, accessory buildings, porches, and balconies must be of appropriate massing, roof form, shape, materials, detailing, and color, and must have fenestration patterns and solids-to-voids ratios that are typical of the historic structure.

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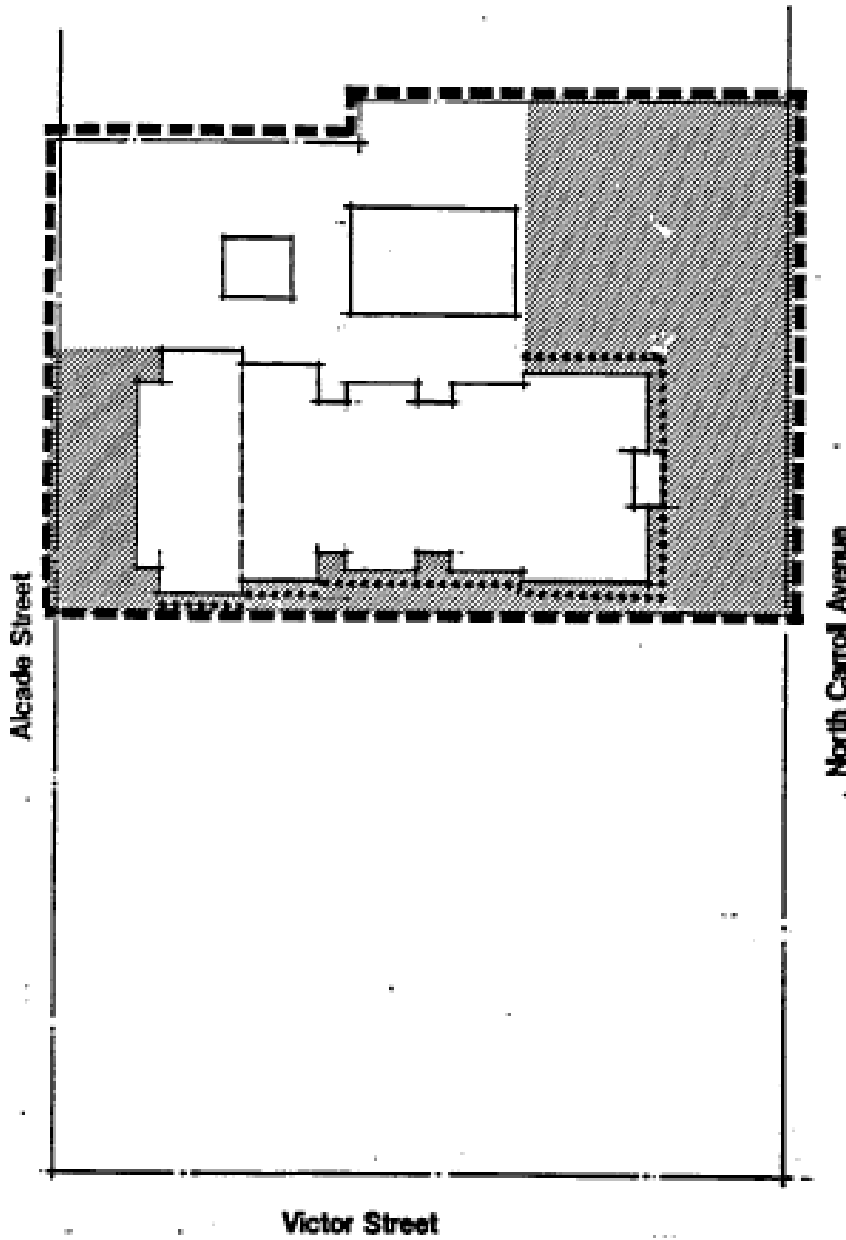
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- 4.3 The height of new construction, accessory buildings, or vertical or horizontal additions to existing non-protected structures or facades may not exceed the height of the historic structure.
- 4.4 Vinyl, aluminum, and stucco are not acceptable cladding materials for the construction of a new accessory structure in this district.
- 4.5 New construction and connections between new and existing construction must be designed so that they are clearly discernible from the existing historic structures as suggested by the Secretary of the Interior in Preservation Brief No. 14. A clear definition of the transition between new and existing construction must be established and maintained.
- 4.6 Historic details in the eaves, parapet, and coping must be preserved and maintained where abutting new construction.
- 5. SIGNS
 - 5.1 Temporary and permanent school information signs and temporary political signs as defined in Chapter 15A of the Dallas City Code, as amended, may be erected. No certificate of appropriateness is required for free-standing school identification and information signs.
 - 5.2 Street signs, protective signs, movement control signs, and historical markers may be erected.
 - 5.3 All signs must conform with all applicable provisions of the Dallas City Code, as amended, and be compatible with the architectural qualities of the historic structure.
- 6. REVIEW PROCEDURES FOR CERTIFICATES OF APPROPRIATENESS
 - 6.1 The review procedure outlined in Section 51A-4.501 of the Dallas City Code, as amended, applies to this district except that a certificate of appropriateness is not required to erect temporary political campaign signs as defined in Chapter 15A of the Dallas City Code, as amended, or real estate signs.
 - 6.2 A certificate of appropriateness denied by the landmark commission may be appealed to the city council in accordance with Section 51A-4.501 of the Dallas Development Code, as amended.

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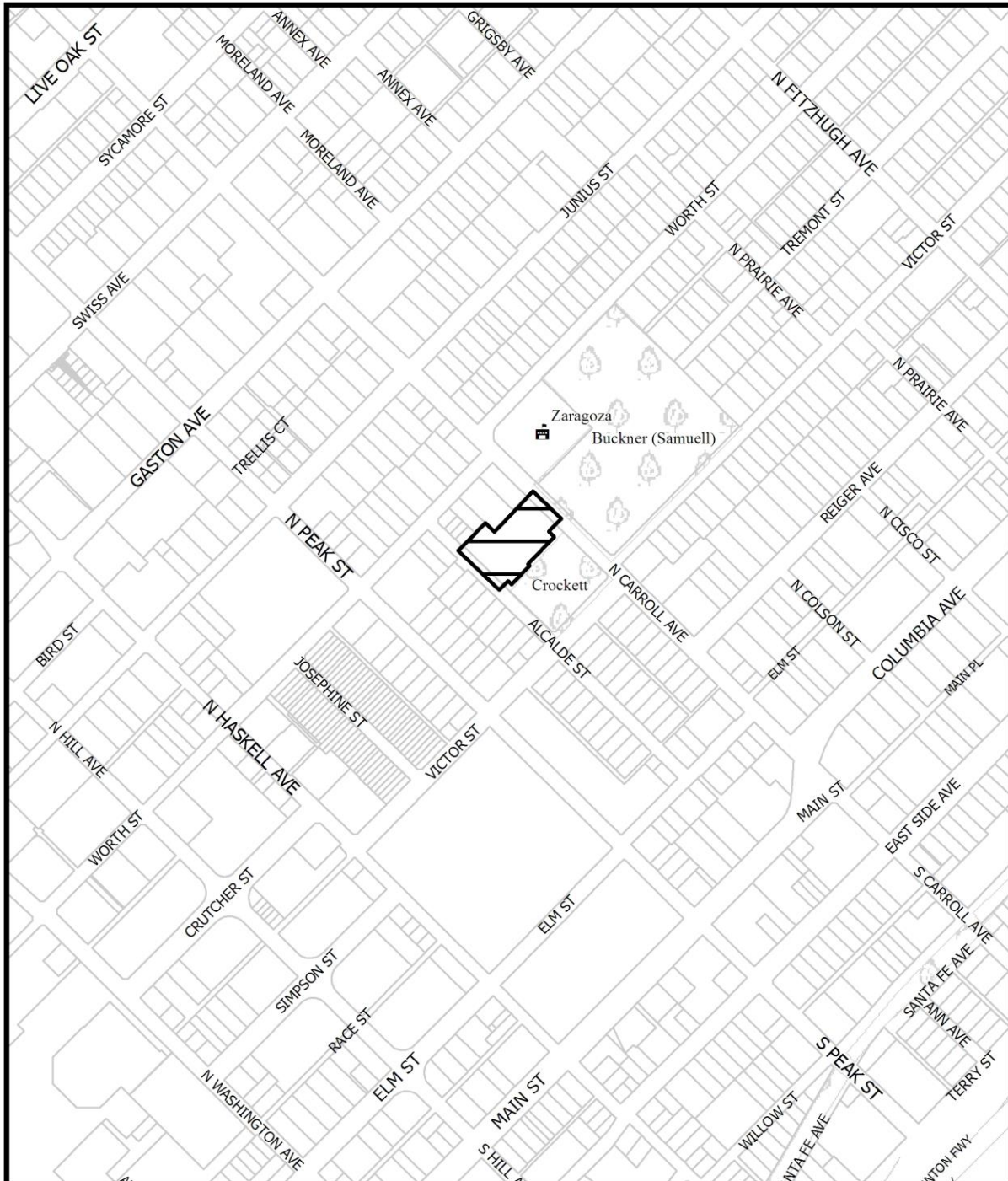
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David Crockett Elementary School
Exhibit B

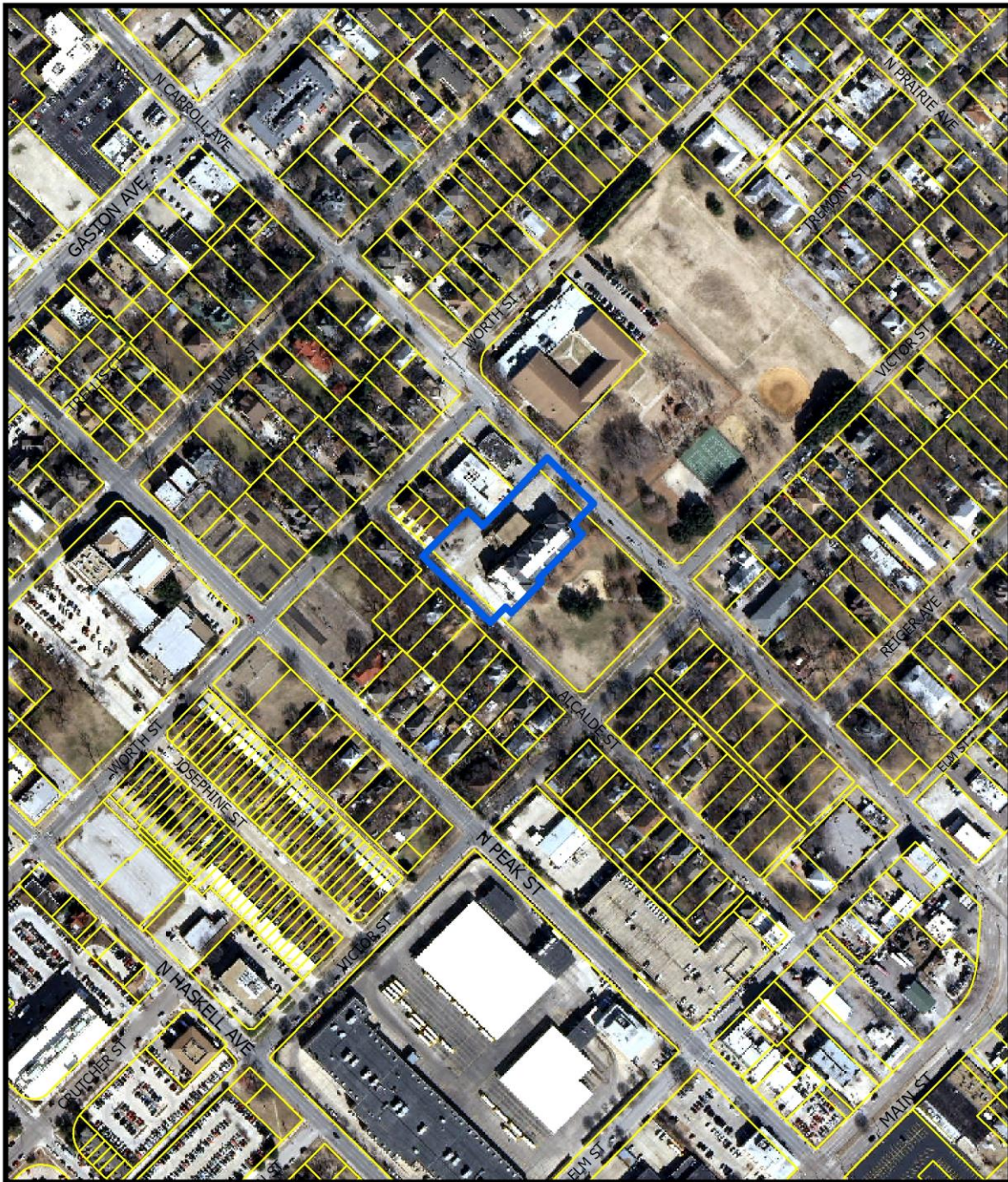
- Area of Designation
- No Build Zone
- Protected Easement



1:6,000

VICINITY MAP

Case no: Z156-267
Date: 6/9/2016

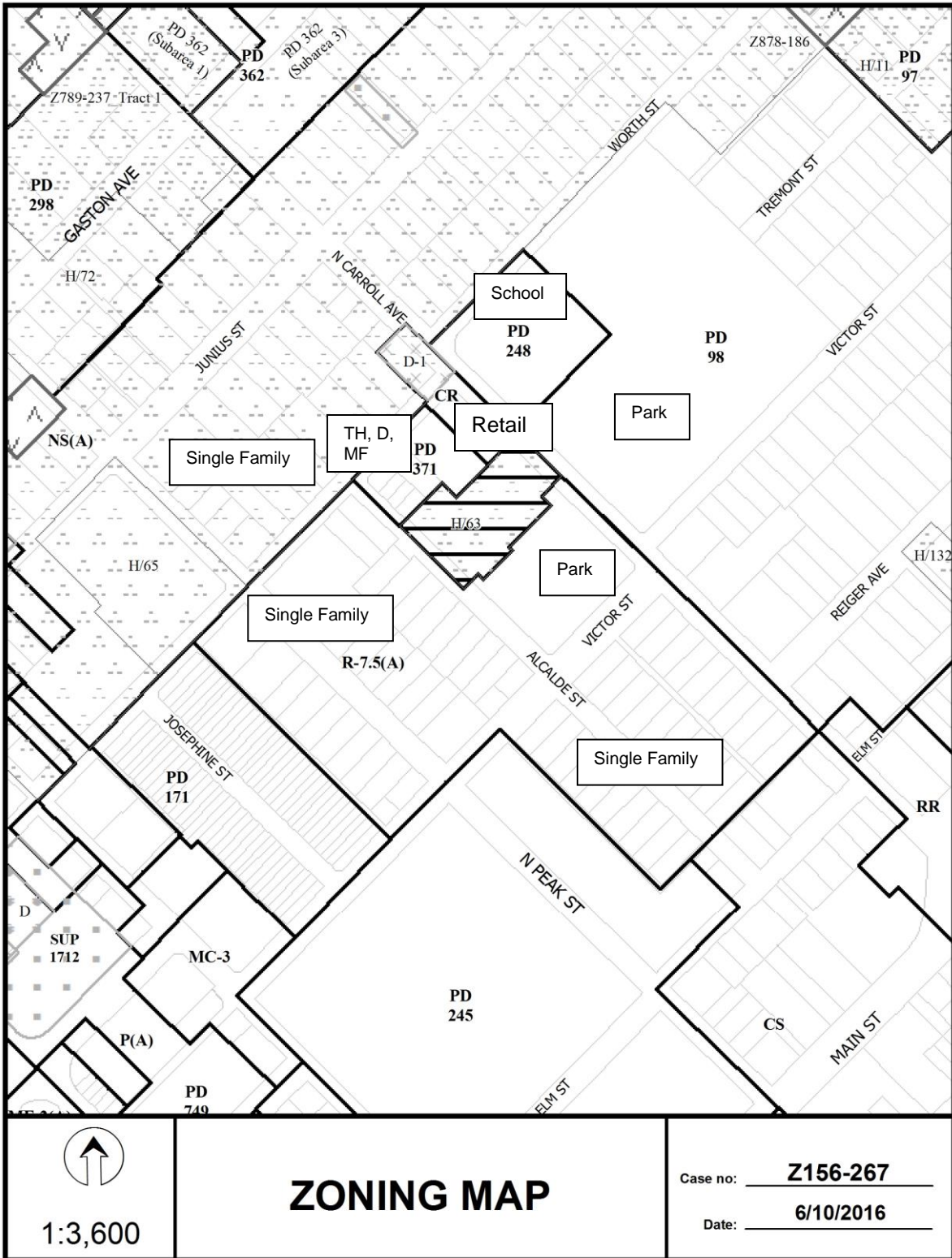


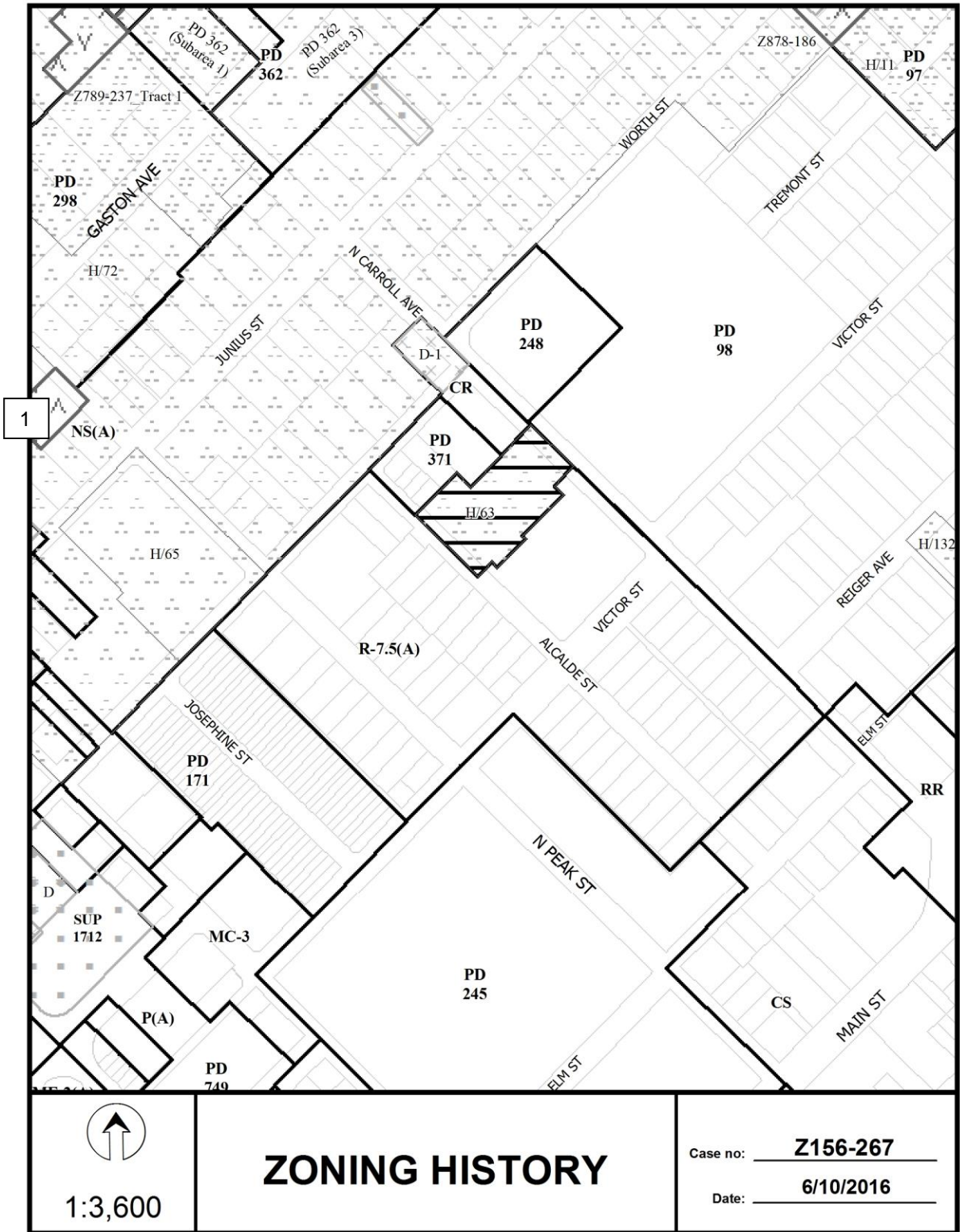
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AERIAL MAP

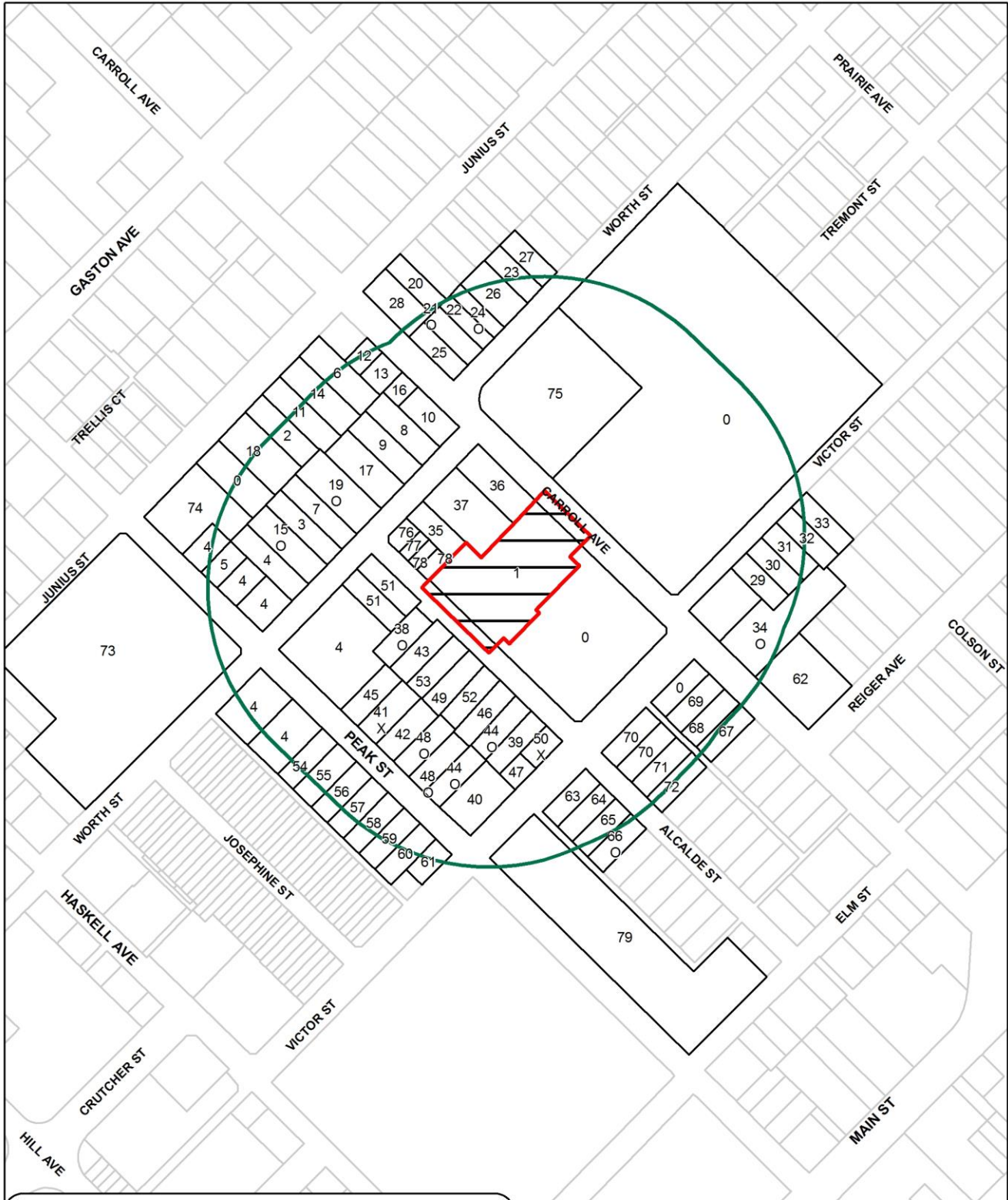
Case no: Z156-267

Date: 6/9/2016





CPC Responses



<u>79</u>	Property Owners Notified (95 parcels)
<u>9</u>	Replies in Favor (11 parcels)
<u>2</u>	Replies in Opposition (2 parcels)
<u>500'</u>	Area of Notification
<u>9/1/2016</u>	Date

Z156-267
CPC



1:3,600

08/31/2016

Reply List of Property Owners**Z156-267****79 Property Owners Notified****9 Property Owners in Favor****2 Property Owners Opposed**

Reply	Label #	Address	Owner
	1	401 N CARROLL AVE	DAVID CROCKETT BUILDING LLC
	2	4318 JUNIUS ST	4318 JUNIUS ST LLC
	3	4317 WORTH ST	SELTZER BARBARA B
	4	4309 WORTH ST	EAST DALLAS CHRISTIAN
	5	610 N PEAK ST	EAST DALLAS CHR CHURCH
	6	4412 JUNIUS ST	PRIEBE TOM S &
	7	4323 WORTH ST	VENTURA HECTOR
	8	4417 WORTH ST	YIP CHUN KEUNG
	9	4413 WORTH ST	HALL DANIEL W &
	10	4423 WORTH ST	JIIYUN CHANG
	11	4404 JUNIUS ST	ROBINSON LARRY
	12	621 N CARROLL AVE	621 CARROLL LLC
	13	617 N CARROLL AVE	WILLIAMS WILLIAM RUSSELL
	14	4408 JUNIUS ST	KAMMAN JOSHUA
O	15	4313 WORTH ST	GRANADO ROBERT & VICKI
	16	615 N CARROLL AVE	DALLAS METRO HOLDINGS LLC
	17	4409 WORTH ST	GREESON JIM G
	18	4316 JUNIUS ST	HO RATHHANN
O	19	4403 WORTH ST	YARBROUGH DON & ELIZABETH
	20	4508 JUNIUS ST	CLUFF MICHAEL A & CHRISTINE M
	22	4509 WORTH ST	GREESON JAMES G
	23	4521 WORTH ST	LOBNITZ JESSICA R
O	24	4511 WORTH ST	COUNTS RYAN THOMAS
	25	4501 WORTH ST	KIM SOON
	26	4517 WORTH ST	ELLIFF JACOB &
	27	4525 WORTH ST	SANTACRUZ BERNARDO &

08/31/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	28	4500 JUNIUS ST	OUR FRIENDS PLACE
	29	4512 VICTOR ST	HERNANDEZ MARGARITA C
	30	4516 VICTOR ST	PEDRAZA ELIAZAR & LORENZA
	31	4520 VICTOR ST	ESCOBEDO JESUS
	32	4524 VICTOR ST	MARRUFO MARGARITA MICHELLE
	33	4530 VICTOR ST	DELEON ANNA Y
O	34	316 N CARROLL AVE	ALBERTANO LINDA J TRUST
	35	4408 WORTH ST	MAY DAWN
	36	4420 WORTH ST	YARA GROUP LLC
	37	4414 WORTH ST	MOD SQUAD PPTIES LP
	39	405 ALCALDE ST	SILVERIO ANGEL & JUANA LEYVA
	40	402 N PEAK ST	HARTRICK FRED GORDON &
X	41	500 N PEAK ST	ZAMORA CARMEN
	42	420 N PEAK ST	RINCON JOSE LUIS
	43	505 ALCALDE ST	FUENTES JAIME JR
O	44	407 ALCALDE ST	KEMP JACK
	45	510 N PEAK ST	ORTEGA SOFIA
	46	413 ALCALDE ST	NAVA ALEJANDRO &
	47	4315 VICTOR ST	ESPARZA JESUS A
O	48	412 N PEAK ST	KEMP JACK R
	49	421 ALCALDE ST	TITUS LAURENCE
X	50	401 ALCALDE ST	ESCOBEDO FRANK L LIFE EST
	51	4320 WORTH ST	MADDEN MARY JO
	52	417 ALCALDE ST	LOERA JOSE
	53	501 ALCALDE ST	FRANCIS DENNY &
	54	509 N PEAK ST	JARAMILLO GENOVEVA
	55	503 N PEAK ST	OK CHOI
	56	421 N PEAK ST	HENSLEY GEORGE W
	57	417 N PEAK ST	DE SANTIAGO MAURICIO & MARIA C
	58	413 N PEAK ST	MEADOWS MARIA & LEONARD
	59	409 PEAK ST	MAHAN VIRGENE

08/31/2016

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	60	405 N PEAK ST	SALAZAR FEDERICO
	61	401 N PEAK ST	KELLER TEMPLE
	62	4503 REIGER AVE	LEGGIO RICHARD F
	63	323 ALCALDE ST	ALVAREZ MIGUEL H
	64	317 ALCALDE ST	DANIEL RIVAS PROPERTIES
	65	315 ALCALDE ST	USAPROP LLC
O	66	309 ALCALDE ST	HUERTA MONICA
	67	309 N CARROLL AVE	PENFOLD CRAIG PPTIES INC &
	68	315 N CARROLL AVE	LUPIAN RAFAEL & MARIA
	69	317 N CARROLL AVE	GARZA VICTORIA GUADALUPE
	70	322 ALCALDE ST	PENFOLD CRAIG PPTIES INC
	71	312 ALCALDE ST	ALVAREZ GLORIA &
	72	308 ALCALDE ST	ESCUADRAESTRADA HERLINDA &
	73	629 N PEAK ST	EAST DALLAS CHRISTIAN
	74	4300 JUNIUS ST	4300 JUNIUS LLC
	75	4550 WORTH ST	Dallas ISD
	76	532 ALCALDE ST	WORTH CONSOLIDATED INVESTMENTS LLC
	77	528 ALCALDE ST	WORTH CONSOLIDATED INVESTMENTS LLC
	78	520 ALCALDE ST	WORTH CONSOLIDATED INVESTMENTS LLC
	79	4035 ELM ST	DALLAS AREA RAPID TRANSIT
O	A1	509 ALCALDE ST	DUBAI INVESTMENTS INC
O	A2	4507 WORTH ST	NAYAR RAJIV R & TIFFANY A

KEY FOCUS AREA: E-Gov
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Communication and Information Services
CMO: Mark McDaniel, 670-3256
MAPSCO: N/A

SUBJECT

Authorize the acceptance of a Smart City technology donation from DallasEC, dba Dallas Innovation Alliance for a period of twelve months - Financing: No cost consideration to the City

BACKGROUND

The donation authorizes DallasEC, dba Dallas Innovation Alliance (DIA) to install Smart City technology at several locations in the City, but primarily in the West End. The Smart City technology includes, but is not limited to street lights, waste receptacles with Wi-Fi hotspots, electric vehicle charging stations, digital kiosks, among other technology centered elements. These items will be deployed throughout the West End Historic District in Downtown Dallas and possible other locations to be determined.

The donation will include not only the donating of the technology hardware and software, but also the technical support. These donated items and their services will be provided at no charge to the City. It is an award of services and equipment only and the City will not receive funds in connection with this initiative.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

~~Information about this item will be provided to the Budget, Finance, and Audit Committee on December 5, 2016. Council will be briefed by memorandum regarding this matter.~~

FISCAL INFORMATION

No cost consideration to the City

December 14, 2016

WHEREAS, DallasEC, dba Dallas Innovation Alliance (DIA) through philanthropic donations has made technology services available to the City; and

WHEREAS, the City was awarded this donation on December 14, 2016; and

WHEREAS, it is in the interest of the City to accept DallasEC, dba Dallas Innovation Alliance technology donations to install Smart City technology throughout the City;

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to accept a Smart City technology donation from DallasEC, dba Dallas Innovation Alliance to the City of Dallas for a twelve-month period.

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.

REVISED AGENDA ITEM # 34

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

AGENDA DATE: December 14, 2016

COUNCIL DISTRICT(S): 1, 3, 6

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: 52C G H L M Q R V 53S T

SUBJECT

Authorize Amendment No. 1 to the Interlocal Agreement with Dallas County for the purpose of environmental testing, design, and remediation of the Chalk Hill Trail located at Chalk Hill Road to South Westmoreland Road – Not to exceed \$320,000, from \$100,000 to \$420,000 - Financing: 2006 Bond Funds

BACKGROUND

The City of Dallas and Dallas County are partnering to develop the 3.7-mile Chalk Hill Trail from Chalk Hill Road to South Westmoreland Road. The Interlocal Agreement consists of design and construction of a hike and bike trail. The City's financial commitment to the project includes land acquisition and environmental costs.

After performing Level II Site Investigation activities of the trail corridor, the consultant Halff Associates, Inc., identified soils with elevated constituents of concern. As a result, the site was entered into the Voluntary Cleanup Program (VCP) with the Texas Commission on Environmental Quality and was assigned VCP ID Number 2743. Additional costs are required for testing, design, and remediation per the VCP for closure before construction can begin. After closure, the site will meet residential levels for constituents of concern as required for parkland use.

This action authorizes an amendment to the Interlocal Agreement to increase the City's financial commitment to environmental work and remediation from \$100,000 to a total of \$420,000, for an increase of \$320,000.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 19, 2014, the Park and Recreation Board authorized an Interlocal Agreement with Dallas County for design and construction of the Chalk Hill Trail.

City Council authorized an Interlocal Agreement with Dallas County for design and construction of the Chalk Hill Trail on June 25, 2014, by Resolution No. 14-1004.

On November 3, 2016, the Park and Recreation Board authorized Amendment No. 1 to the Interlocal Agreement.

Information about this item will be provided to the Quality of Life & Environment Committee on December 12, 2016.

FISCAL INFORMATION

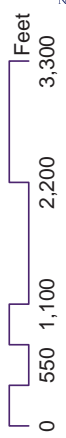
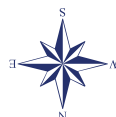
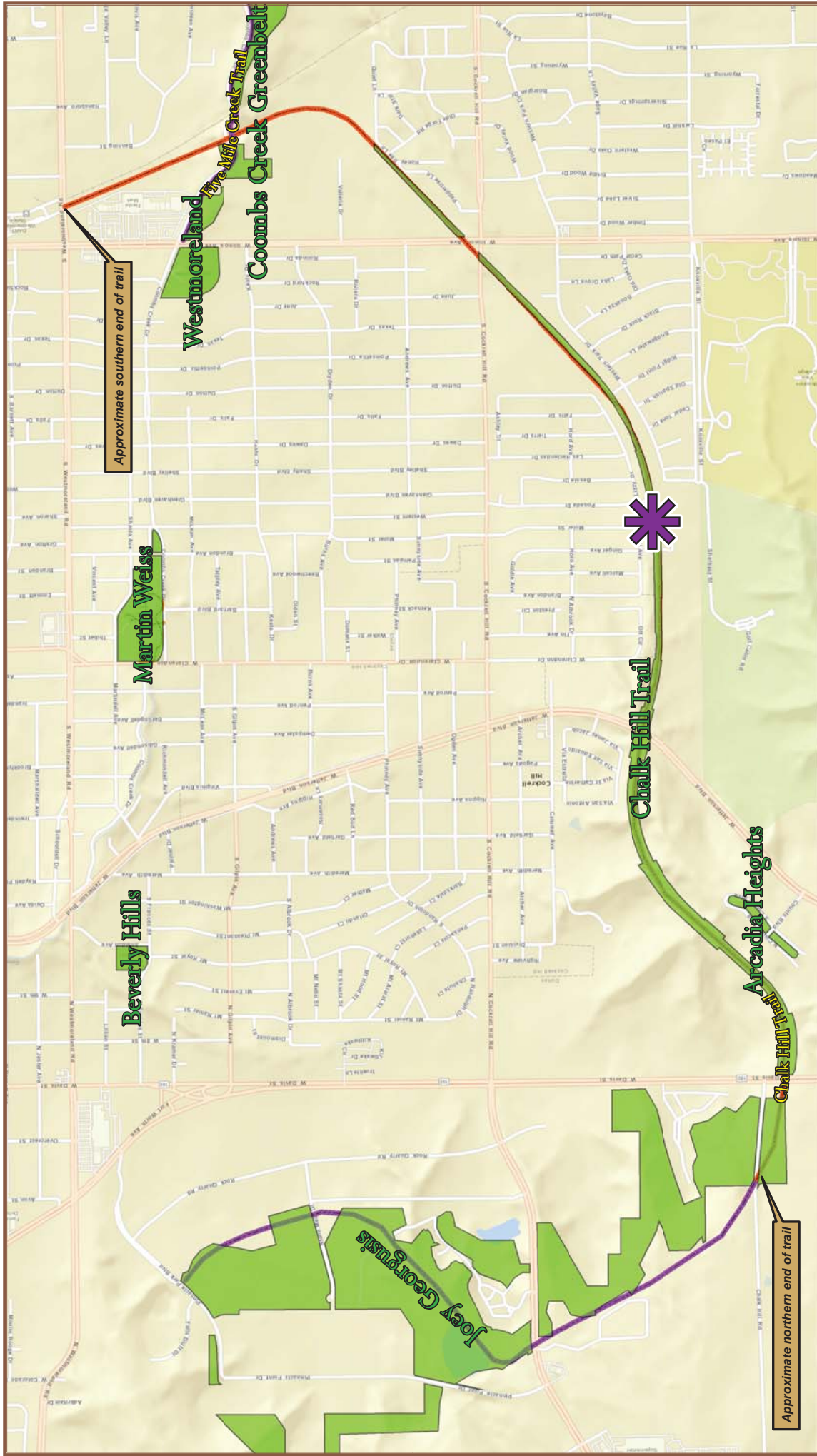
2006 Bond Funds - \$320,000

Interlocal Agreement	\$100,000
Amendment No. 1	<u>\$320,000</u>
Total	\$420,000

<u>Council District</u>	<u>Amount</u>
1	\$32,000
3	\$32,000
6	<u>\$256,000</u>
Total	\$320,000

MAP

Attached.



November 3, 2016

Mapsco
 52 C, G, H, L, M, Q, R, V
 53 S, T

District
 1, 3, 6

Chalk Hill Trail
 (Chalk Hill Rd to S. Westmoreland Rd)

December 14, 2016

WHEREAS, the Chapter 791 of the Texas Government Code and Texas Transportation Code Article 251 provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of transportation projects; and

WHEREAS, on June 25, 2014, Resolution No. 14-1004 authorized an Interlocal Agreement between the City of Dallas ("City") and with Dallas County ("County") for the development of Chalk Hill Trail from Chalk Hill Road to South Westmoreland Road in an amount not to exceed \$100,000 (Dallas County Commissioners Court Order 2014-0354); and

WHEREAS, upon completion of construction and acceptance of the project by the ~~Director of Park and Recreation~~ City, through its Park and Recreation Department, the City of Dallas shall take ownership and be responsible for operating and maintaining the ~~project~~Project as a public recreational facility for no less than twenty-five years after consummation of the Agreement by both parties; and

WHEREAS, it is now necessary to amend the Interlocal Agreement for the development of Chalk Hill Trail to increase the City's financial commitment to environmental work and remediation, as required by the Voluntary Cleanup Program (VCP) with the Texas Commission on Environmental Quality for closure before construction can begin, in an amount not to exceed \$320,000.00; and-

WHEREAS, as a result of the increase in the City's financial commitment to environmental work and remediation, it is also necessary to amend the ILA to decrease the City's contribution toward land acquisition to support this Project, through its 2006 Bond Program, from approximately 2.5 million dollars to approximately two million one hundred and eighty thousand dollars \$2,180,000.00.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the President of the Park and Recreation Board and the City Manager are hereby authorized to enter into Amendment No. 1 to the Interlocal Agreement with Dallas County for payment to Dallas County for the City's commitment to additional environmental costs not to exceed \$320,000.00 as required by the VCP for closure before construction can begin, after it has been approved as to form by the City Attorney.

December 14, 2016

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in accordance with the terms and conditions of the agreement as follows:

(2006) Park and Recreation Facilities Improvement Fund Fund 7T00, Department PKR, Unit T038, Activity PKLA Object 3070, Program PK06T038, Commodity 92500 CT-PKR14019457, Vendor 014003	\$120,000
(2006) Park and Recreation Facilities Improvement Fund Fund 2T00, Department PKR, Unit T038, Activity PKLA Object 3070, Program PK06T038, Commodity 92500 CT-PKR14019457, Vendor 014003	<u>\$200,000</u>
Total not to exceed	\$320,000

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

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): 9
DEPARTMENT: Sustainable Development and Construction
CMO: Mark McDaniel, 670-3256
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 23 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 23 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.

On October 26, 2016, this item was deferred by Councilmember Clayton.

On November 9, 2016, this item was deferred by Councilmember Clayton.

FISCAL INFORMATION

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

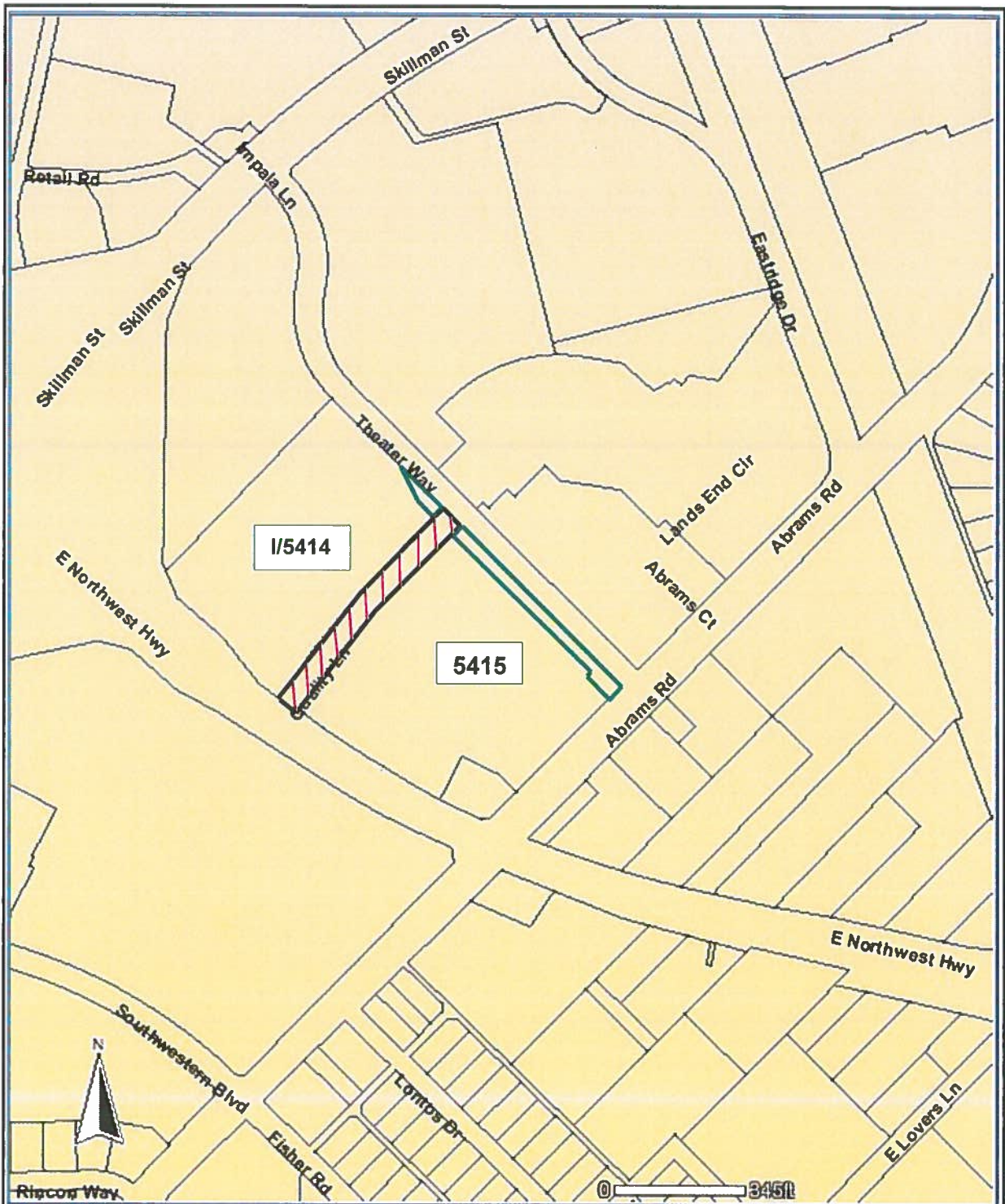
OWNER

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, 12,~~ 15, 16 and 16 17 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 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

SECTION 12-10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey by separate instrument ~~an~~ two easements for vehicular and pedestrian access, respectively, to the City of Dallas, within 90 days of the effective date of this ordinance, subject to only those title exceptions approved by the City Attorney, and insured by an owner's policy of title insurance approved as to form by the City Attorney, to certain properties located in City Block 5415, containing approximately 17,023 square feet of land for the vehicular easement, a description of which is attached hereto and made a part hereof as Exhibit C, and sufficient land is dedicated as approved by the Director of Department

of Sustainable Development and Construction or designee for the pedestrian easement. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 10 11. That as a condition of this abandonment, and as a part of the consideration for the quitclaim made herein, GRANTEE, at its sole cost, and prior to the release of a Certificate of Occupancy, but no later than the final replat, shall complete the construction of Theater Way street eastward to the extension of Theater Way connecting to Abrams Road for vehicular and pedestrian access improvements within the dedication areas, being Exhibit C, to be conveyed to the City of Dallas as described in Section 10 hereinabove. GRANTEE shall complete vehicular and pedestrian access improvements prior to any barricading of the abandoned right-of-way pursuant to Section 16. All vehicular and pedestrian access improvements shall comply with the City of Dallas street construction standards, to Abrams Road shall be a minimum of 24 feet wide and shall consist of 9 inch thick reinforced concrete with 4500 PSI with 6 inch lime subgrade under it for vehicular and pedestrian access and the sidewalk shall consist of 4 inch thick reinforced concrete based on City standards. Failure to complete vehicular and pedestrian access improvements within the dedication area, being Exhibit C, within one year of the effective date of this ordinance and prior to barricading or removal of the abandoned right-of-way in accordance with the terms of this section shall render this ordinance null and void and of no further effect. This abandonment shall not be effective unless and until the conditions of this section are completed. Failure to complete the conditions of this section shall render this ordinance null and void and of no further effect.

SECTION 11 12. 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 the connection to Abrams Road from Theater Way via street an the easements pursuant to described in Sections 9 10 and 11 above to provide vehicular and pedestrian access and to include a minimum six feet sidewalk and shall also provide 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.

This abandonment shall not be effective unless and until the conditions of this section are completed. Failure to complete the conditions of this section shall render this ordinance null and void and of no further effect.

~~SECTION 12. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall convey by instrument an easement for vehicular and pedestrian access to the City of Dallas, within 90 days of the effective date of this ordinance, subject to only those title exceptions approved by the City Attorney, and insured by an owner's policy of title insurance approved as to form by the City Attorney, to certain properties located in City Block 5415, containing approximately 17,023 square feet of land, a description of which is attached hereto and made a part hereof as Exhibit C. This abandonment shall not be effective unless and until this dedication is completed as herein provided and failure to convey the above-described property as set forth shall render this ordinance null and void and of no further effect.~~

SECTION 13. That at such time as the instrument described in Section 10 above is executed and delivered to the City of Dallas and has been approved as to form by the City Attorney it be accepted, and thereafter, the Director of Department of Sustainable Development and Construction is authorized and directed to record said instrument in the official real property records of the county in which the subject property is located; and the recorded instrument shall be forwarded to the City Secretary for permanent record.

SECTION 14. That this ordinance and properly executed easement(s) for vehicular and pedestrian access, approved as to form by the City Attorney, be forwarded to a title insurance company for closing. Subsequent to closing, all instruments conveying real estate interests to the City of Dallas shall be recorded in the official real property records of the county in which the subject property is located and thereafter returned to the City Secretary for permanent record;

SECTION 15. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 10 above.

SECTION 16. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall grant a Temporary Access Easement, as depicted in Exhibit D, to the City of Dallas within 90 days of the passage of this ordinance for public ingress and egress access to Northwest Highway, and **GRANTEE** shall, at its sole cost, construct and maintain a temporary vehicular and pedestrian accessway until such time as the Theater Way extended connection to Abrams Road has been constructed and completely accepted by the City. Failure by **GRANTEE** to convey the Temporary Access Easement and construction of the accessway as required herein shall render this ordinance null and void and of no further effect.

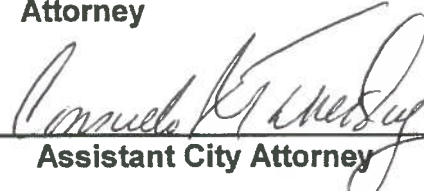
SECTION 14_16 17. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the effectiveness passage of this abandonment ordinance take necessary steps to provide and maintain open access to Northwest Highway at all times in accordance with the

Temporary Access Easement requirements set forth in Section 16 of this ordinance until the pedestrian and vehicular access to Abrams Road from Theater Way resultant from the extension of Theater Way described in Section 11 is constructed and opened to through traffic; and, **GRANTEE** shall close, barricade and/or place signs in the area described in Exhibit A, but in no event prior to the completion of the public ingress and egress access to Northwest Highway by way of the Temporary Access Easement pursuant to Section 16 of this ordinance ~~vehicular and pedestrian access improvements required pursuant to Section 10 of this ordinance~~, in accordance with detailed plans approved by the Director 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 ~~17~~ 18. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Sections 2 and 15, 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 and completion of the dedications set forth in Sections 10 ~~12~~ and 16~~, 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 ~~18~~ 19. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

**APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney**

BY 
Assistant City Attorney

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

BY 
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,
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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
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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

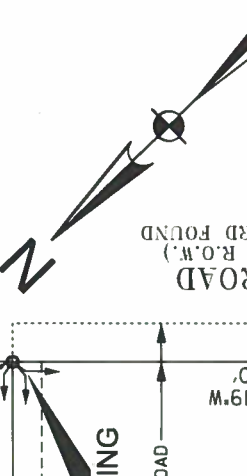
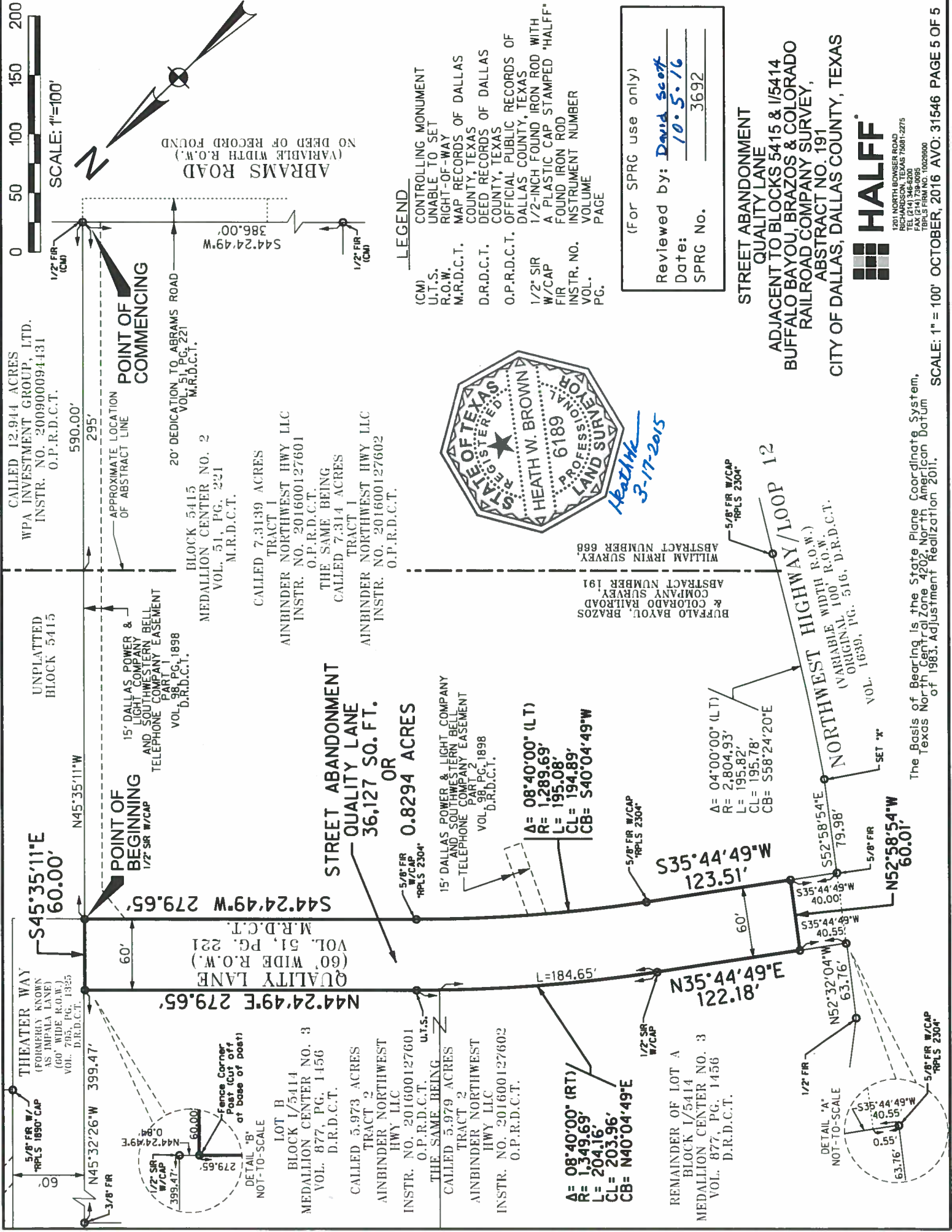


(For SPRG use only)

Reviewed by: David Scott
Date: 10.5.16
SPRG No. 3692

Page 4 of 5
10/4/16

LD0_8294 (Quality Lane Abandonment).docx



ABRAMS ROAD
(VARIABLE WIDTH R.O.W.)
NO DEED OF RECORD FOUND

LEGEND

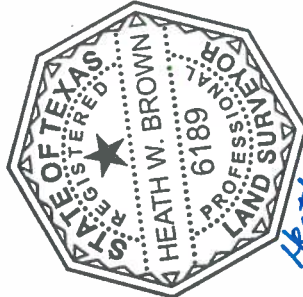
- (CM) CONTROLLING MONUMENT
- U.T.S. UNABLE TO SET
- R.O.W. RIGHT-OF-WAY
- M.R.D.C.T. MAP RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- 1/2" SR W/CAP 1/2-INCH FOUND IRON ROD WITH W/PLASTIC CAP
- FIR FOUND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

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

**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) 798-9000
FAX (214) 798-9005
TDLPS FIRM NO. 10028000



Heath W. Brown
3-17-2015

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

UNPLATTED
BLOCK 5415
WPA INVESTMENT GROUP, LTD.
INSTR. NO. 200900094431
O.P.R.D.C.T.

POINT OF BEGINNING
1/2" SR W/CAP
15' DALLAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT PART 1 VOL. 98, PG. 1898 D.R.D.C.T.

POINT OF COMMENCING
1/2" FIR (CM)
389.00'
S44°24'49"W
20' DEDICATION TO ABRAMS ROAD VOL. 51, PG. 221 M.R.D.C.T.

APPROXIMATE LOCATION OF ABSTRACT LINE
590.00'
295'

BLOCK 5415
MEDALLION CENTER NO. 2
VOL. 51, PG. 221
M.R.D.C.T.

TRACT 1
CALLED 7.3139 ACRES
AINBINDER NORTHWEST HWY LLC
INSTR. NO. 201600127601
O.P.R.D.C.T.

THE SAME BEING
CALLED 7.314 ACRES
TRACT 1
AINBINDER NORTHWEST HWY LLC
INSTR. NO. 201600127602
O.P.R.D.C.T.

STREET ABANDONMENT
QUALITY LANE
36,127 SQ. FT. OR
0.8294 ACRES

15' DALLAS POWER & LIGHT COMPANY AND SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT PART 2 VOL. 98, PG. 1898 D.R.D.C.T.

THEATER WAY
(FORMERLY KNOWN AS IMPALA LANE)
(60' WIDE R.O.W.)
VOL. 795, PG. 1325
D.R.D.C.T.

POINT OF BEGINNING
1/2" SR W/CAP
N45°35'11"W
S45°35'11"E
60.00'

LOT B
BLOCK 1/5414
MEDALLION CENTER NO. 3
VOL. 877, PG. 1456
D.R.D.C.T.

TRACT 2
CALLED 5.973 ACRES
AINBINDER NORTHWEST HWY LLC
INSTR. NO. 201600127601
O.P.R.D.C.T.

TRACT 2
CALLED 5.979 ACRES
AINBINDER NORTHWEST HWY LLC
INSTR. NO. 201600127602
O.P.R.D.C.T.

REMAINDER OF LOT A
BLOCK 1/5414
MEDALLION CENTER NO. 3
VOL. 877, PG. 1456
D.R.D.C.T.

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 1850" CAP

3/8" FIR
N45°32'26"W 399.47'

60'
N44°24'49"E 279.65'

60'
S44°24'49"W 279.65'

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

3/8" FIR
N45°32'26"W 399.47'

60'
N44°24'49"E 279.65'

60'
S44°24'49"W 279.65'

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

3/8" FIR

60'

60'

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

3/8" FIR

60'

60'

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

5/8" FIR W/CAP
"RPLS 2304"

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.

EXHIBIT C
PUBLIC ACCESS EASEMENT
MEDALLION CENTER NO. 2, BLOCK 5415
MEDALLION CENTER NO. 3, LOT B, BLOCK I/5414
BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD COMPANY SURVEY,
ABSTRACT NO. 191 AND WILLIAM IRWIN SURVEY, ABSTRACT NO. 668
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING a 17,023 square foot (0.3908 acre) tract of land situated in the Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract Number 191 and the William Irwin Survey, Abstract Number 668, City of Dallas, Dallas County, Texas, 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, part of Block 5415 of said MEDALLION CENTER NO. 2 addition, part of Lot B, 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 of the Deed Records, Dallas County, Texas (D.R.D.C.T.), part of a called 7.3139 acre tract of land described as Tract 1 in Special Warranty Deed to Ainbinder Northwest Highway LLC, as recorded in Instrument Number 201600127601 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), the same being a called 7.314 acre tract of land described as Tract 1 in Deed Without Warranty to Ainbinder Northwest Highway LLC, as recorded in Instrument Number 201600127602, O.P.R.D.C.T., part of a called 5.973 acre tract of land described as Tract 2 in Special Warranty Deed to Ainbinder Northwest Highway 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 Without Warranty to Ainbinder Northwest Highway LLC, as recorded in Instrument Number 201600127602, O.P.R.D.C.T., 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, O.P.R.D.C.T., and the east corner of said 7.3139 acre and 7.314 acre tracts;

THENCE South 44 degrees 24 minutes 49 seconds West, with the northwest right-of-way line of said Abrams Road, with the southeast line of said MEDALLION CENTER NO. 2 addition, and with the southeast line of said 7.3139 acre and 7.314 acre tracts, a distance of 13.59 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" for the POINT OF BEGINNING;

THENCE South 44 degrees 24 minutes 49 seconds West, continuing with the northwest right-of-way line of said Abrams Road, the southeast line of said MEDALLION CENTER NO. 2 addition, and the southeast line of said 7.3139 acre and 7.314 acre tracts, a distance of 26.91 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" for corner;

(For SPRG use only)	
Reviewed by:	<u>A. Rodriguez</u>
Date:	<u>11/02/16</u>
SPRG No.	<u>3926</u>

EXHIBIT C
PUBLIC ACCESS EASEMENT
MEDALLION CENTER NO. 2, BLOCK 5415
MEDALLION CENTER NO. 3, LOT B, BLOCK I/5414
BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD COMPANY SURVEY,
ABSTRACT NO. 191 AND WILLIAM IRWIN SURVEY, ABSTRACT NO. 668
CITY OF DALLAS, DALLAS COUNTY, TEXAS

THENCE North 45 degrees 35 minutes 11 seconds West, departing the northwest right-of-way line of said Abrams Road, the southeast line of said MEDALLION CENTER NO. 2 addition, and the southeast line of said 7.3139 acre and 7.314 acre tracts, over and across said MEDALLION CENTER NO. 2 addition and said 7.3139 acre and 7.314 acre tracts, passing at a distance of 295.00 feet a point (not monumented) for the approximate location of the northwest line of said William Irwin Survey, Abstract Number 668 and the southeast line of said Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract Number 191, and continuing over and across said MEDALLION CENTER NO. 2 addition and said 7.3139 acre and 7.314 acre tracts, passing at a cumulative distance of 590.00 feet a point (not monumented) for 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, in all, a total distance of 606.79 feet to a set MAG Nail with washer stamped "HALFF" for the point of curvature of a tangent circular curve to the right having a radius of 140.00 feet, whose chord bears North 29 degrees 19 minutes 54 seconds West, a distance of 78.37 feet;

THENCE Northwesterly, continuing over and across said Quality Lane and with said curve, through a central angle of 32 degrees 30 minutes 34 seconds, passing at an arc distance of 43.93 feet a point (not monumented) for the northwest right-of-way line of said Quality Lane, the southeast line of said Lot B, Block I/5414, and the southeast line of said 5.973 acre and 5.979 acre tracts, over and across said Lot B, Block I/5414 and said 5.973 acre and 5.979 acre tracts, in all, a total arc distance of 79.44 feet to a set "X" in concrete for the point of reverse curvature of a tangent circular curve to the left having a radius of 200.00 feet, whose chord bears North 19 degrees 24 minutes 32 seconds West, a distance of 44.12 feet;

THENCE Northwesterly, continuing over and across said Lot B, Block I/5414 and said 5.973 acre and 5.979 acre tracts, and with said curve, through a central angle of 12 degrees 39 minutes 50 seconds, an arc distance of 44.21 feet to a point (unable to set) for the end of said curve on the northeast line of said Lot B, Block I/5414, the northeast line of said 5.973 acre and 5.979 acre tracts, and the southwest right-of-way line of Theater Way (formerly known as Impala Lane, a 60-foot wide right-of-way), as recorded in Volume 795, Page 1325, D.R.D.C.T.;

(For SPRG use only)	
Reviewed by:	<u>A. Rodriguez</u>
Date:	<u>11/02/16</u>
SPRG No.	<u>3926</u>

EXHIBIT C
PUBLIC ACCESS EASEMENT
MEDALLION CENTER NO. 2, BLOCK 5415
MEDALLION CENTER NO. 3, LOT B, BLOCK I/5414
BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD COMPANY SURVEY,
ABSTRACT NO. 191 AND WILLIAM IRWIN SURVEY, ABSTRACT NO. 668
CITY OF DALLAS, DALLAS COUNTY, TEXAS

THENCE South 45 degrees 32 minutes 26 seconds East, with the southwest right-of-way line of said Theater Way, with the northeast line of said Lot B, Block I/5414, and with the northeast line of said 5.973 acre and 5.979 acre tracts, a distance of 68.45 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" for corner, from which a 1/2-inch found iron rod with a plastic cap stamped "HALFF" bears South 45 degrees 32 minutes 26 seconds East, a distance of 3.17 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 20 degrees 11 minutes 41 seconds East, departing the southwest right-of-way line of said Theater Way, the northeast line of said Lot B, Block I/5414, and the northeast line of said 5.973 acre and 5.979 acre tracts, over and across said Lot B, Block I/5414 and said 5.973 acre and 5.979 acre tracts, passing at a distance of 3.51 feet a point (not monumented) for the northwest right-of-way line of said Quality Lane, the southeast line of said Lot B, Block I/5414, and the southeast line of said 5.973 acre and 5.979 acre tracts, over and across said Quality Lane, in all, a total distance of 29.18 feet to a set MAG Nail with washer stamped "HALFF" for the point of curvature of a tangent circular curve to the left having a radius of 50.00 feet, whose chord bears South 32 degrees 53 minutes 26 seconds East, a distance of 21.98 feet;

THENCE Southeasterly, continuing over and across said Quality Lane, and with said curve, through a central angle of 25 degrees 23 minutes 30 seconds, an arc distance of 22.16 feet to a set MAG Nail with washer stamped "HALFF" for the point of tangency;

THENCE South 45 degrees 35 minutes 11 seconds East, continuing over and across said Quality Lane, passing at a distance of 15.36 feet a point (not monumented) for 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 MEDALLION CENTER NO. 2 addition and said 7.3139 acre and 7.314 acre tracts, passing at a cumulative distance of 310.36 feet a point (not monumented) for the approximate location of the northwest line of said William Irwin Survey, Abstract Number 668 and the southeast line of said Buffalo Bayou, Brazos & Colorado Railroad Company Survey, Abstract Number 191, and continuing over and across said MEDALLION CENTER NO. 2 addition and said 7.3139 acre and 7.314 acre tracts, in all, a total distance of 594.98 feet to a set MAG Nail with washer stamped "HALFF" for the point of curvature of a tangent circular curve to the left having a radius of 20.00 feet, whose chord bears South 61 degrees 13 minutes 50 seconds East, a distance of 10.79 feet;

(For SPRG use only)	
Reviewed by:	<u>A. Rodriguez</u>
Date:	<u>11/02/16</u>
SPRG No.	<u>3926</u>

EXHIBIT C
PUBLIC ACCESS EASEMENT
MEDALLION CENTER NO. 2, BLOCK 5415
MEDALLION CENTER NO. 3, LOT B, BLOCK I/5414
BUFFALO BAYOU, BRAZOS & COLORADO RAILROAD COMPANY SURVEY,
ABSTRACT NO. 191 AND WILLIAM IRWIN SURVEY, ABSTRACT NO. 668
CITY OF DALLAS, DALLAS COUNTY, TEXAS

THENCE Southeasterly, continuing over and across said MEDALLION CENTER NO. 2 addition and said 7.3139 acre and 7.314 acre tracts, and with said curve, through a central angle of 31 degrees 17 minutes 18 seconds, an arc distance of 10.92 feet to POINT OF BEGINNING and containing 17,023 square feet or 0.3908 of an acre, more or less.

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. Brown 10-28-2016

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



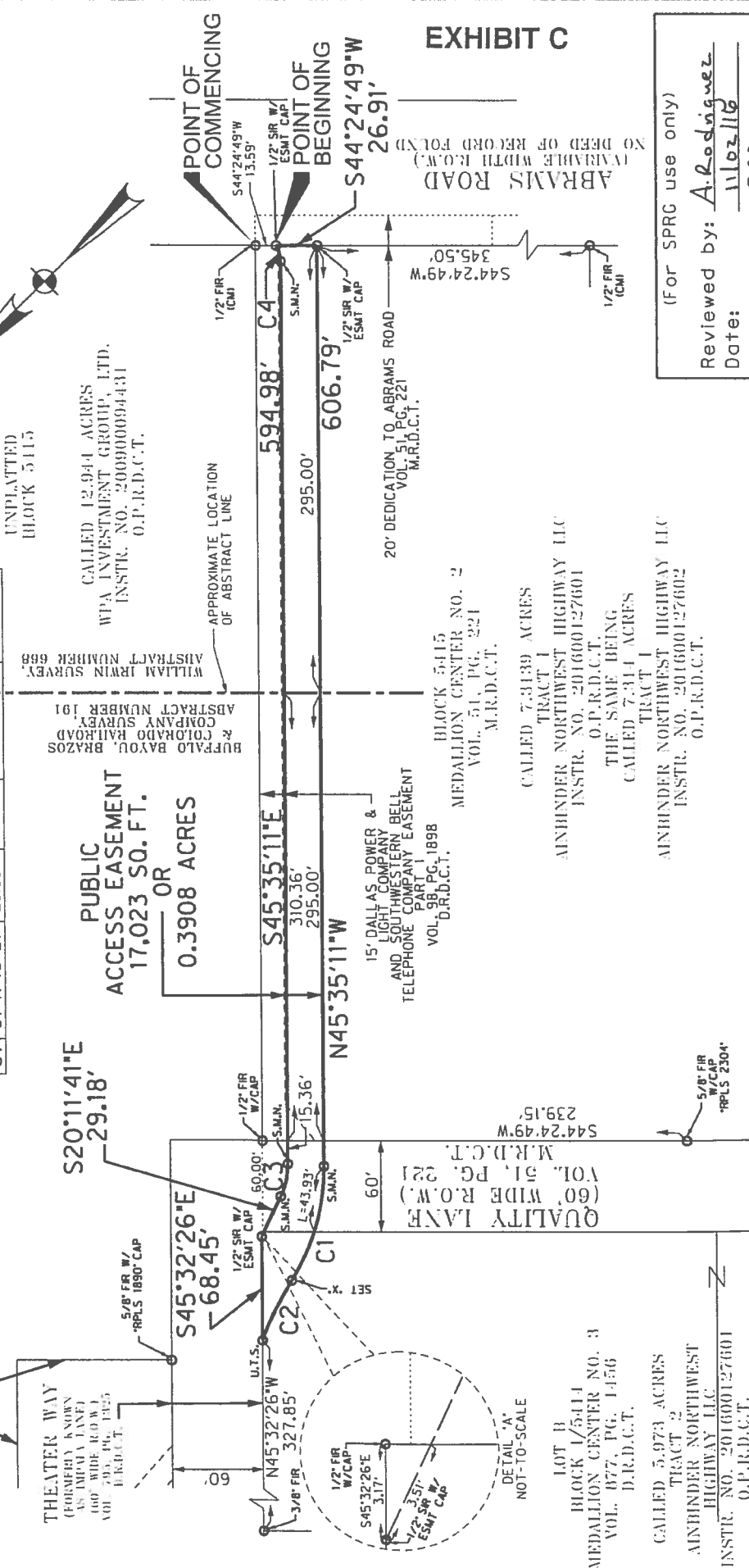
(For SPRG use only)	
Reviewed by:	<u>A. Rodriguez</u>
Date:	<u>11/02/16</u>
SPRG No.	<u>3926</u>



EXHIBIT C

CURVE TABLE

Ch.#	Delta	Radius	Length	Ch. Bearing	Ch. Length
C1	32°30'34" R	140.00'	79.44'	N29°19'54"W	78.37'
C2	12°39'50" L	200.00'	44.21'	N19°24'32"W	44.12'
C3	25°23'30" L	50.00'	22.16'	S32°53'26"E	21.98'
C4	31°17'18" L	20.00'	10.92'	S61°13'50"E	10.79'



UNPLATTED
BLOCK 5115

CALLLED 12.944 ACRES
WPA INVESTMENT GROUP, LTD.
INSTR. NO. 200900094431
O.P.R.D.C.T.

WILLIAM IRWIN SURVEY 668
ABSTRACT NUMBER 191
BUFFALO BAYOU RAILROAD
& COMPANY SURVEY
ABSTRACT NUMBER 191

APPROXIMATE LOCATION
OF ABSTRACT LINE

20' DEDICATION TO ABRAMS ROAD
VOL. 51, PG. 221
M.R.D.C.T.

BLOCK 5415
MEDALLION CENTER NO. 2
VOL. 51, PG. 221
M.R.D.C.T.

CALLLED 7.3139 ACRES
TRACT 1
ANHBINDER NORTHWEST HIGHWAY LLC
INSTR. NO. 201600127601
O.P.R.D.C.T.
THE SAME BEING
CALLLED 7.314 ACRES
TRACT 1
ANHBINDER NORTHWEST HIGHWAY LLC
INSTR. NO. 201600127602
O.P.R.D.C.T.

15' DALLAS POWER &
LIGHT COMPANY
AND SOUTHWESTERN BELL
TELEPHONE COMPANY EASEMENT
PART 1
VOL. 98, PG. 1898
D.R.D.C.T.

THEATER WAY
(FORMERLY KNOWN
AS IMPAVA LANE)
(60' WIDE R.O.W.)
VOL. 793, PG. 1325
D.R.D.C.T.

5/8" FIR W/
1890" CAP
RPLS 2304

1/2" SIR W/
ESMT CAP
S.M.N.

1/2" FIR W/
ESMT CAP
S.M.N.

1/2" SIR W/
ESMT CAP
S.M.N.

1/2" FIR W/
ESMT CAP
S.M.N.

5/8" FIR W/
CAP
RPLS 2304

60'
60'
60'

60' QUALITY LANE
(60' WIDE R.O.W.)
VOL. 31, PG. 321
M.R.D.C.T.

S44°24'49"W
345.50'

S44°24'49"W
26.91'

1/2" FIR (CM)

1/2" FIR (CM)

LOT B
BLOCK 1/5414
MEDALLION CENTER NO. 3
VOL. 877, PG. 1456
D.R.D.C.T.

CALLLED 5.973 ACRES
TRACT 2
ANHBINDER NORTHWEST
HIGHWAY LLC
INSTR. NO. 201600127601
O.P.R.D.C.T.

THE SAME BEING
CALLLED 5.979 ACRES
TRACT 2
ANHBINDER NORTHWEST
HIGHWAY LLC
INSTR. NO. 201600127602
O.P.R.D.C.T.

HEALTHY
10-28-2016

REGISTERED
LAND SURVEYOR
HEATH W. BROWN
6189
PROFESSIONAL
NO. 1003600

LEGEND

(CM) CONTROLLING MONUMENT
UNABLE TO SET

U.T.S. RIGHT-OF-WAY

R.O.W. MAP RECORDS OF DALLAS COUNTY, TEXAS

M.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS

D.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS

O.P.R.D.C.T. DALLAS COUNTY, TEXAS

1/2" SIR W/ ESMT CAP A PLASTIC CAP STAMPED "HALFF ESMT"

1/2" FIR A PLASTIC CAP STAMPED "HALFF"

W/CAP SET MAG NAIL WITH WASHER STAMPED "HALFF"

S.M.N. FOUND IRON ROD

FIR INSTRUMENT NUMBER

VOL. INSTRUMENT NUMBER

PG. VOLUME PAGE

Reviewed by: A. Rodriguez

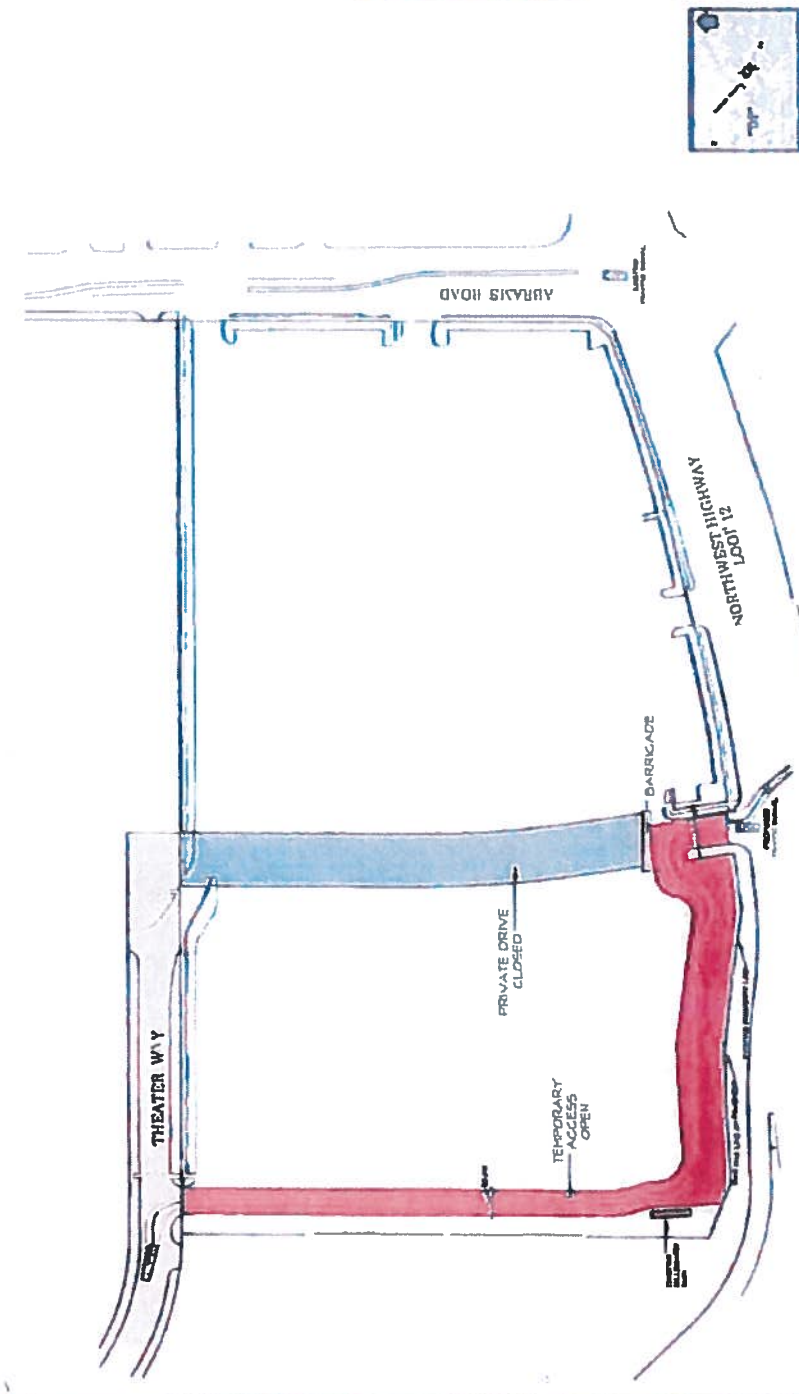
Date: 11/02/16

SPRC No. 3926

(For SPRC use only)

PUBLIC ACCESS EASEMENT
MEDALLION CENTER NO. 2, BLOCK 5415
MEDALLION CENTER NO. 3, LOT B, BLOCK 1/5414
BUFFALO BAYOU, BRAZOS & COLORADO
RAILROAD COMPANY SURVEY
ABSTRACT NO. 191 AND WILLIAM IRWIN
SURVEY, ABSTRACT NO. 668
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT D



bg
Engineering
- Planning
- Design

TEMPORARY ACCESS PLAN

Scale: 1" = 50'

North Arrow

HIGH POINT CROSSING
DALLAS, TEXAS

The Airbinder
Company

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): 8
DEPARTMENT: Office of Economic Development
CMO: Mark McDaniel, 670-3256
MAPSCO: 76 F G

SUBJECT

Trammell Crow Cedardale Distribution Center

- * Authorize a real property tax abatement with Cedardale Phase I, LLC for the purpose of granting a ten-year abatement of 90 percent of the taxes on added value to the real property for phase one of the Trammell Crow Cedardale Distribution Center, the first phase (consisting of approximately 50.55 acres) of a proposed two phase speculative commercial/industrial distribution development located on approximately 106 acres in the aggregate in the 3300-3900 blocks of Cedardale Road in southern Dallas within the International Inland Port of Dallas in accordance with the City's Public/Private Partnership Program - ~~Financing: No cost consideration to the City~~ Revenue: First year revenue estimated at \$8,593; ten-year revenue estimated at \$85,932; (Estimated revenue foregone for a ten-year new business personal property abatement estimated at \$773,388)

- * Authorize a real property tax abatement with Cedardale Phase II, LLC for the purpose of granting a ten-year abatement of 90 percent of the taxes on added value to the real property for phase two of the Trammell Crow Cedardale Distribution Center, the second phase (consisting of approximately 56 acres) of a proposed two phase speculative commercial/industrial/warehouse distribution development located on approximately 106 acres in the aggregate in the 3300-3900 blocks of Cedardale Road in southern Dallas within the International Inland Port of Dallas in accordance with the City's Public/Private Partnership Program - ~~Financing: No cost consideration to the City~~ Revenue: First year revenue estimated at \$12,889; ten-year revenue estimated at \$128,898; (Estimated revenue foregone for a ten-year new business personal property abatement estimated at \$1,160,082)

BACKGROUND

In June 2016, Trammell Crow Company (“Trammell Crow”) approached city staff regarding an opportunity to construct the Trammell Crow Cedardale Distribution Center, a two-phase speculative commercial/industrial/warehouse distribution development (“Development”) on approximately 106 acres of land located in the 3300 to 3900 blocks of Cedardale Road within the International Inland Port of Dallas (IIPOD) in southern Dallas. Upon completion, the proposed facilities will total approximately 1,500,000 square feet.

Trammell Crow Company will develop this project through two entities, one for each phase of the Development. Cedardale Phase I, LLC (“Cedardale LLC I”) will develop phase one (“Phase One”), while Cedardale Phase II, LLC (“Cedardale LLC II”) will develop phase two (“Phase Two”). Collectively, Cedardale LLC I and Cedardale LLC II (“Developers”) will undertake the proposed Development. Locally, Trammell Crow has developed over 50 million square feet in industrial buildings, with over 3 million square feet developed in southern Dallas since 2001.

The proposed Development site is currently an assortment of properties, which include nine parcels with seven separate owners. An arrangement to sell the nine properties to the Developers has been made. Following favorable City Council consideration of requested development incentives, the Developers will finalize acquisition and assembly of the properties and undertake the proposed Development.

Cedardale LLC I anticipates spending \$11,000,000 on hard and soft costs to construct approximately 600,000 square feet of speculative commercial/industrial/warehouse space during Phase One of the Development. Cedardale LLC II anticipates spending \$16,500,000 on hard and soft costs to construct approximately 900,000 square feet of speculative commercial/industrial/warehouse space during Phase Two of the Development. The Developers will be considering multiple building footprint options to fulfill the proposed square feet of commercial/industrial/warehouse distribution space as required within each phase of the Development, with the goal of providing flexible commercial/industrial/warehouse building space based upon current market and client needs.

The Developers request City Council consideration of a 10-year 90 percent real property tax abatement for each of Phase One and Phase Two on added value resulting from each phase. The abatements for Phase One and Phase Two will go into effect no later than the year after construction is required to be substantially completed for each phase. Also, the Developers will be required to secure a tenant(s) occupancy of at least 51 percent of the minimum square feet of speculative commercial/industrial/warehouse space within an applicable phase before the abatement is granted for Phase One or Phase Two.

BACKGROUND (Continued)

An ancillary component to this project is the reconstruction of Cedardale Road west of Bonnie View which is necessary for this project to move forward. The Developers paid for the design of the street improvements and City Council will likely consider awarding the construction contract for Cedardale Road on December 14, 2016.

The material terms of the proposed two tax abatements are as follows:

- Phase One: Cedardale LLC I will invest a minimum of \$11,000,000 in hard and soft costs to construct approximately 600,000 square feet of speculative commercial/industrial/warehouse space during the first phase of the Development with a substantial completion date of December 31, 2020.

- Phase Two: Cedardale LLC II will invest a minimum of \$16,500,000 on hard and soft costs to construct approximately 900,000 square feet of speculative commercial/industrial/warehouse space during the second phase of the Development with a substantial completion date of December 31, 2022.

The Developers will only be eligible for their applicable tax abatement within their respective phase of the Development if (1) the phase secures a tenant(s) occupying at least 51 percent of the minimum square feet of speculative commercial/industrial/warehouse space as required and (2) meets the substantial completion date as required. If the required space in Phase One or Phase Two does not meet the minimal 51 percent occupancy requirement during a given year within the approved 10 year tax abatement period, the abatement for the applicable phase will be lost for that year.

The net fiscal impact from Phase One of the project after incentives is estimated at \$232,124 over 10 years and \$917,095 over 20 years. The net fiscal impact for Phase Two of the project after incentives is estimated at \$348,187 over 10 years and \$1,375,642 over 20 years. The total fiscal impact from the completed distribution center after incentives is estimated at \$580,311 over 10 years and \$2,292,737 over 20 years.

This proposed project conforms with the City's Public/Private Partnership Program guidelines and criteria as it has a private investment exceeding \$1 million. Staff recommends approval of the proposed incentives.

ESTIMATED SCHEDULE OF THE PROJECT

Begin Construction:	Phase One: June 1, 2017 Phase Two: February 1, 2020
Complete Construction:	Phase One: December 31, 2020 Phase Two: December 31, 2022

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item ~~will be~~ was provided to the Economic Development Committee on December 5, 2016.

FISCAL INFORMATION

No cost consideration to the City.

DEVELOPER

**For Phase One:
Cedardale Phase I, LLC**

Scott Krikorian, Executive Vice President

**For Phase Two:
Cedardale Phase II, LLC**

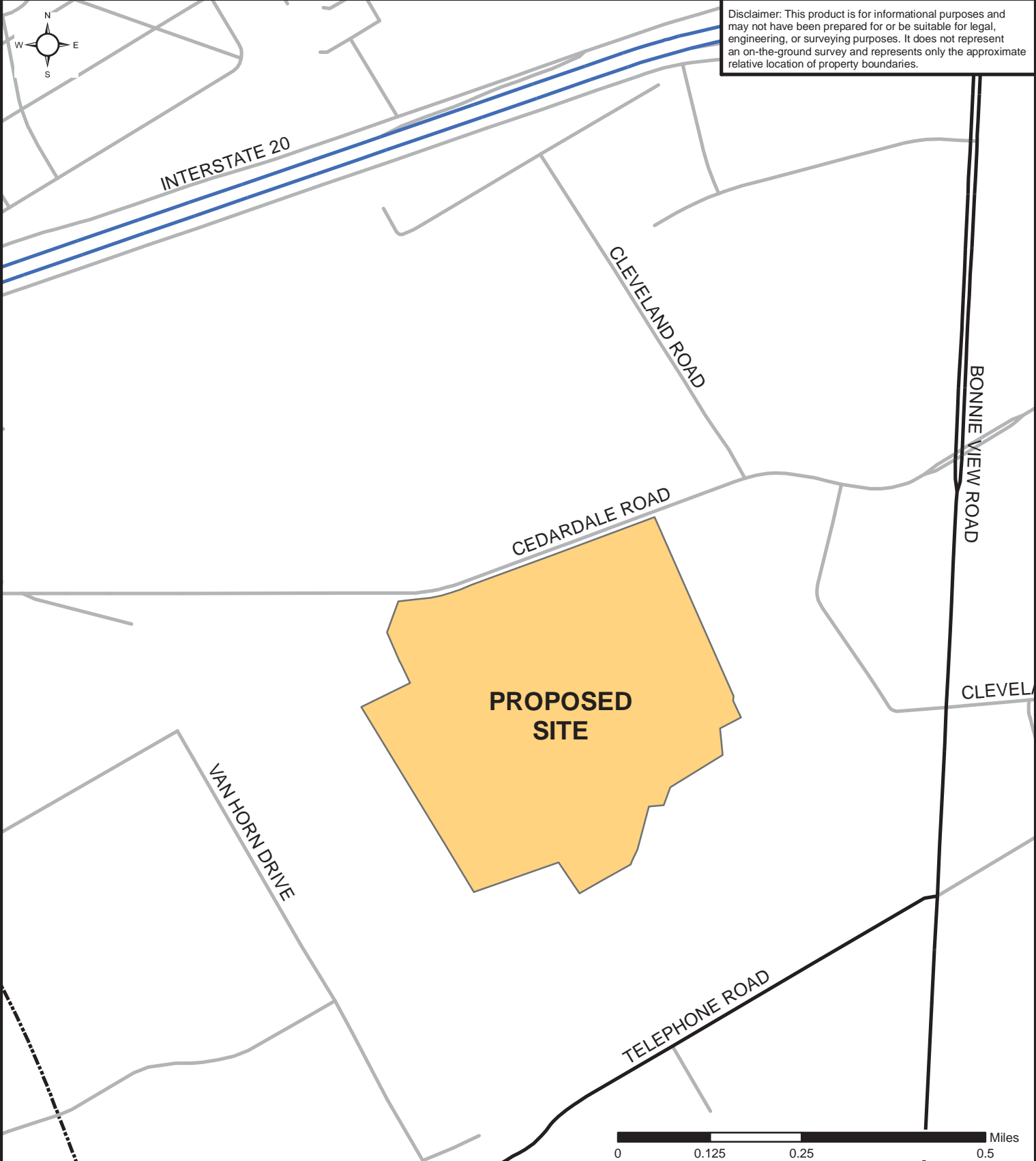
Scott Krikorian, Executive Vice President

MAP

Attached.

Trammell Crow Cedardale Distribution Center

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



DALLAS ECONOMIC DEVELOPMENT
Research & Information Division
214.670.1685
dallas-ecodev.org
Created 10.24.16, Last Updated 10.25.16 - Exhibit C

Legend

Freeway	Proposed Site
Highway	Dallas City Limits
Arterial	
Local Road	

December 14, 2016

WHEREAS, the City recognizes its role in economic development and the importance of expanding its employment and tax base; and

WHEREAS, many municipalities within the Dallas-Fort Worth region have economic development programs to compete with the City of Dallas for developers of industrial warehouse facilities; and

WHEREAS, site selection decisions made by developers are often significantly influenced by a municipality's ability to provide competitive economic development incentives; and

WHEREAS, the City desires to support and secure new development within the City of Dallas and provide the employment opportunities that warehouse developers bring for Dallas residents; and

WHEREAS, the proposed development will not occur within the City of Dallas without an offer of economic development incentives from the City of Dallas; and

WHEREAS, on June 22, 2016, the City Council authorized the continuation of its participation in tax abatements and established, appropriate Public/Private Partnership Program Guidelines and Criteria governing tax abatement agreements to be entered into by the City as required by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A. Tax Code, Chapter 312 (the "Act"); and

WHEREAS, pursuant to Section 312.2011, the Property Redevelopment and Tax Abatement act provides that the designation of an area as an enterprise zone under the Texas Enterprise Zone Act constitutes designation of an area as a reinvestment zone without further hearing or other procedural requirements; and

WHEREAS, the City desires to enter into a real property tax abatement agreement with Cedardale Phase I, LLC for the added value on real property improvements related to the construction of phase one of the Trammell Crow Cedardale Distribution Center located within a Texas Enterprise Zone on approximately 50.55 acres in the 3300 to 3900 blocks of Cedardale Road within the International Inland Port in southern Dallas to promote economic development.

NOW, THEREFORE,

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

Section 1. That the City Manager is hereby authorized, upon approval as to form by the City Attorney, to execute a real property tax abatement agreement with Cedardale Phase I, LLC in accordance with the Act and the City's Public/Private Partnership Guidelines and Criteria.

December 14, 2016

Section 2. That at least seven (7) days prior to the execution of the tax abatement agreement, notice of the City's intention to enter into the tax abatement agreement shall be delivered to the governing bodies of each other taxing unit that includes in its boundaries the real property that is the subject of this agreement.

Section 3. That the approval and execution of the tax abatement agreement by the City is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 4. That the real property which will be described in the tax abatement agreement, attached hereto as **Exhibit A (Property Legal Description)** and depicted on the attached site map as **Exhibit B (Map - the "Property")**, is located within a Texas Enterprise Zone.

Section 5. That the tax abatement agreement shall provide, among other provisions, the following:

- (a) The property subject to tax abatement shall be located entirely within the City of Dallas, Texas.
- (b) None of the property subject to tax abatement is owned or leased by a member of the City Council of the City of Dallas or by a member of the City Plan Commission.
- (c) That the development of the property must conform to all requirements of the City's zoning ordinance, and that the use of the property is consistent with the general purpose of encouraging development or redevelopment in the Enterprise Zone during the period the tax abatement is in effect.
- (d) A ten (10) year abatement of ninety (90) percent of the added value to the real property located in the 3300-3900 blocks of Cedardale Road in southern Dallas within the International Inland Port of Dallas as provided in **Exhibit A (Property Legal Description)**.
- (e) The material terms of the proposed Cedardale Phase I, LLC tax abatement are as follows:

Cedardale Phase I, LLC will invest a minimum of \$11,000,000 in hard and soft costs to construct approximately 600,000 square feet of speculative commercial/industrial/warehouse space during the first phase of the Development with a substantial completion date of December 31, 2020. The Director of the Office of Economic Development may, at his sole discretion, extend the substantial completion date for a period up to six months for just cause.

December 14, 2016**Section 5.** (Continued)

Cedardale Phase I, LLC will only be eligible for the proposed tax abatement within phase one of the Development if it (i) secures a tenant(s) occupying at least 51 percent of the minimum square feet of speculative commercial/industrial/warehouse space as required and (ii) meets the substantial completion date of December 31, 2020. If the required space in phase one of the Trammell Crow Cedardale Distribution Center does not meet the minimal 51 percent occupancy requirement during a given year within the 10 year tax abatement period, the abatement is lost for that year.

- (f) A description of the kind, number, location and costs of all proposed improvements to the property.
- (g) That access to the subject property is provided to allow for inspection by City inspectors and officials to ensure that the improvements or repairs are made according to the specifications and terms of the tax abatement agreement.
- (h) That the property tax revenue lost as a result of the tax abatement agreement will be recaptured by the City if improvements to real property are not made as provided by the tax abatement agreement.
- (i) A requirement that the owner of the property certify annually that the owner is in compliance with each applicable term of the agreement.
- (j) That the Dallas City Council may terminate or modify the agreement if the property owner fails to comply with the agreement.
- (k) That the tax abatement agreement shall be personal to Cedardale Phase I, LLC and shall only be assignable upon written approval of the assignment by the City's Director of the Office of Economic Development.

Section 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

Exhibit A

LEGAL DESCRIPTION PROPOSED LOT 1

BEING a 50.55 acre tract of land situated in the George Floyd Survey, Abstract No. 463 in the City of Dallas, Dallas County, Texas, and being part of City of Dallas Block Numbers 8310, and being part of a called 17.00 acre tract of land described in deed to Gregory London Sr., and Mack Cumby, and Betty Garrett as recorded in Volume 2003004, Page 2675, of the Deed Records of the Dallas County, Texas (D.R.D.C.T.), and being part of a remainder of a called 37.970 acre tract of land described in deed to Glenn Barry & Nathaniel Barry as recorded in Volume 2005002, Page 5107, D.R.D.C.T., and being all of a called 20.00 acre tract of land described in deed to Santiago Rivera as recorded in Instrument Number 201500259806, of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being all of a called 16.311 acre tract of land described in deed to Joseph Taylor and Vivian as recorded in Volume 81246, Page 191, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-found iron pipe for the northeast corner of said 16.311 acre tract and the northwest corner of a tract of land described in deed to Kristina Mextega, as recorded in Instrument Number 201200278520, O.P.R.D.C.T., said corner being on the southeast right-of-way line of Cedardale Road (a variable width right-of-way);

THENCE South 18 degree 58 minutes 58 seconds East, with the east line of said 16.311 acre tract and the west line of said Mextega tract, a distance of 210.04 feet to a 3/8-inch found iron rod for the southwest corner of said Mextega tract, the most westerly northwest corner of a called 16.311 acre tract of land described in deed to Fernando Martinez, as recorded in Instrument 200600331451, O.P.R.D.C.T. and an "ell" corner of said 16.311 acre tract;

THENCE South 24 degrees 42 minutes 13 seconds East, with the east line of said 16.311 acre tract and the west line of said Martinez tract, a distance of 1,233.01 feet to the northeast corner (not monumented) of said 16.311 acre tract and the southeast corner of said Martinez tract, said corner being on the meanders of the approximate centerline of Overton Branch;

THENCE with the south line of said 16.311 acre tract, said 20.00 acre tract, said remainder of 37.970 acre tract, and with the meanders of the approximate centerline of Overton Branch, the following bearings and distances:

South 01 degree 59 minutes 42 seconds East, a distance of 12.62 feet to a corner (not monumented);

South 15 degrees 56 minutes 06 seconds East, a distance of 95.38 feet to a corner (not monumented);

Exhibit A

South 45 degrees 29 minutes 32 seconds West, a distance of 22.38 feet to a corner (not monumented);

South 51 degrees 20 minutes 20 seconds West, a distance of 158.00 feet to a corner (not monumented);

South 09 degrees 47 minutes 43 seconds West, a distance of 6.22 feet to a corner (not monumented);

South 10 degrees 29 minutes 29 seconds East, a distance of 118.91 feet to a corner (not monumented);

South 15 degrees 35 minutes 07 seconds West, a distance of 59.60 feet to a corner (not monumented);

South 47 degrees 50 minutes 00 seconds West, a distance of 52.59 feet to a corner (not monumented);

South 56 degrees 16 minutes 33 seconds West, a distance of 128.57 feet to a corner (not monumented);

South 62 degrees 24 minutes 28 seconds West, a distance of 107.50 feet to a corner (not monumented);

South 62 degrees 55 minutes 40 seconds West, a distance of 67.34 feet to a corner (not monumented);

South 66 degrees 12 minutes 46 seconds West, a distance of 71.23 feet to a corner (not monumented);

South 32 degrees 58 minutes 54 seconds West, a distance of 7.13 feet to a corner (not monumented);

South 09 degrees 56 minutes 39 seconds West, a distance of 103.60 feet to a corner (not monumented);

South 71 degrees 21 minutes 31 seconds West, a distance of 70.77 feet to a corner (not monumented);

South 88 degrees 49 minutes 41 seconds West, a distance of 60.73 feet to a corner (not monumented);

Exhibit A

South 38 degrees 33 minutes 36 seconds West, a distance of 10.06 feet to a corner (not monumented);

South 30 degrees 39 minutes 04 seconds West, a distance of 54.70 feet to a corner (not monumented);

South 08 degrees 58 minutes 18 seconds West, a distance of 65.43 feet to a corner (not monumented);

South 04 degrees 43 minutes 19 seconds West, a distance of 69.12 feet to a corner (not monumented);

South 13 degrees 48 minutes 57 seconds West, a distance of 71.82 feet to a corner (not monumented);

South 23 degrees 39 minutes 17 seconds West, a distance of 87.32 feet to a corner (not monumented);

South 27 degrees 43 minutes 04 seconds West, a distance of 78.03 feet to a corner (not monumented);

South 17 degrees 06 minutes 13 seconds West, a distance of 29.84 feet to a corner (not monumented);

South 60 degrees 32 minutes 04 seconds West, a distance of 179.99 feet to a corner (not monumented);

THENCE over and across said remainder of 37.970 acre tract and said 17.00 acre tract, the following bearings and distances:

North 15 degrees 03 minutes 16 seconds West, a distance of 2,231.55 feet to a corner (not monumented);

North 20 degrees 23 minutes 43 seconds West, a distance of 85.15 feet to a corner (not monumented), said corner being on the northwest line of said 17.00 acre tract and the southeast right-of-way line of said Cedardale Road;

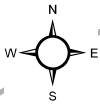
THENCE North 69 degrees 36 minutes 17 seconds East, with the northwest line of said 17.00 acre tract and the southeast right-of-way line of said Cedardale Road, a distance of 301.94 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" for corner;

Exhibit A

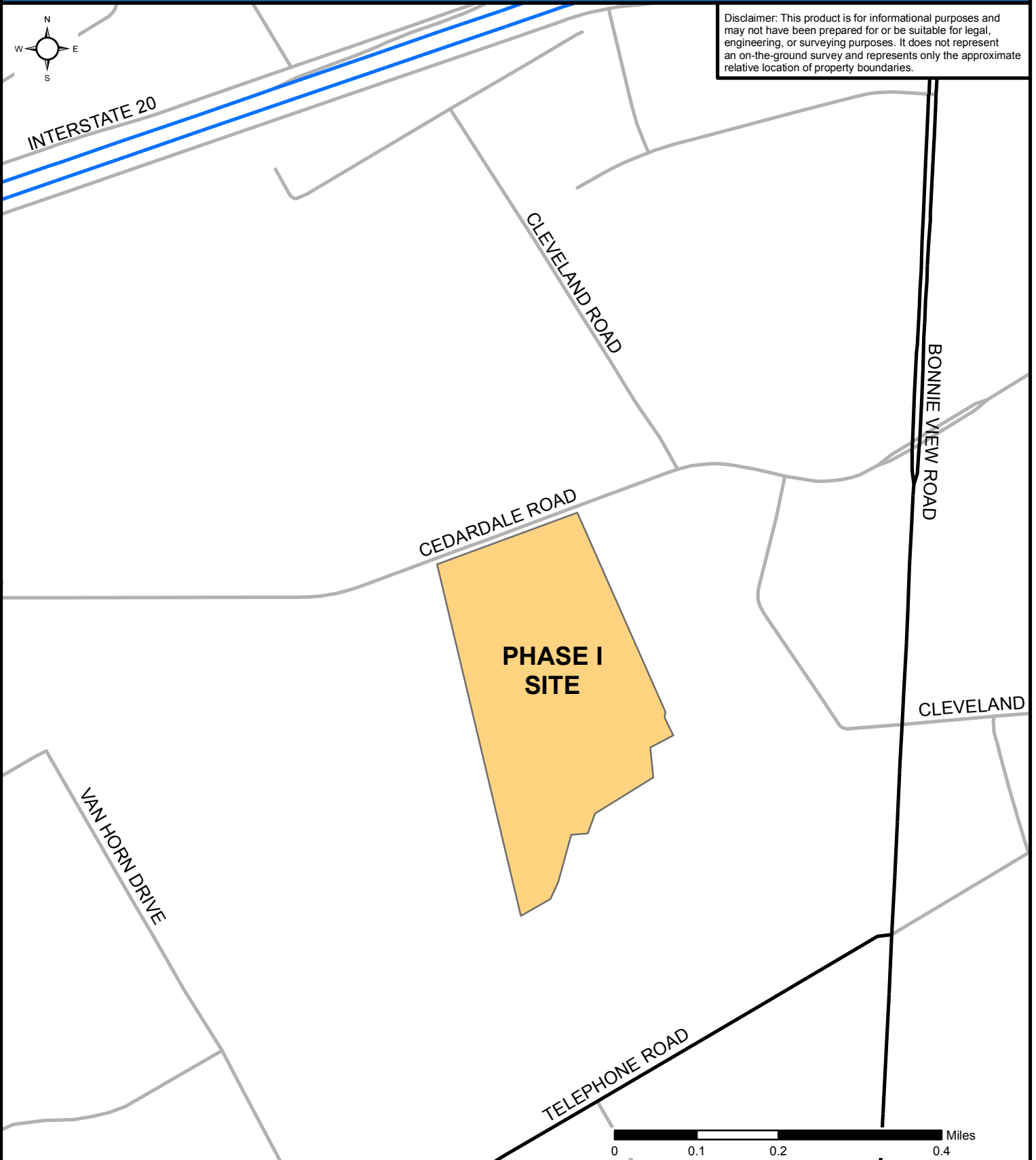
THENCE North 69 degrees 33 minutes 17 seconds East, with the northwest line of said 17.00 acre tract, said 20.00 acre tract, said 16.311 acre tract, and the southeast right-of-way line of said Cedardale Road, a distance of 715.75 feet to the POINT OF BEGINNING AND CONTAINING 50.55 acres (2,202, 142 square feet) of land, more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202). All distances shown hereon are surface distances. Surface Adjustment Scale Factor: 1.000136506.

Exhibit B: Cedardale Phase I, LLC



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.



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Legend

Freeway	Proposed Site
Highway	Dallas City Limits
Arterial	
Local Road	

December 14, 2016

WHEREAS, the City recognizes its role in economic development and the importance of expanding its employment and tax base; and

WHEREAS, many municipalities within the Dallas-Fort Worth region have economic development programs to compete with the City of Dallas for developers of industrial warehouse facilities; and

WHEREAS, site selection decisions made by developers are often significantly influenced by a municipality's ability to provide competitive economic development incentives; and

WHEREAS, the City desires to support and secure new development within the City of Dallas and provide the employment opportunities that warehouse developers bring for Dallas residents; and

WHEREAS, the proposed development will not occur within the City of Dallas without an offer of economic development incentives from the City of Dallas; and

WHEREAS, on June 22, 2016, the City Council authorized the continuation of its participation in tax abatements and established, appropriate Public/Private Partnership Program Guidelines and Criteria governing tax abatement agreements to be entered into by the City as required by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A. Tax Code, Chapter 312 (the "Act"); and

WHEREAS, pursuant to Section 312.2011, the Property Redevelopment and Tax Abatement act provides that the designation of an area as an enterprise zone under the Texas Enterprise Zone Act constitutes designation of an area as a reinvestment zone without further hearing or other procedural requirements; and

WHEREAS, the City desires to enter into a real property tax abatement agreement with Cedardale Phase II, LLC for the added value on real property improvements related to the construction of phase two of the Trammell Crow Cedardale Distribution Center located within a Texas Enterprise Zone on approximately 56 acres in the 3300 to 3900 blocks of Cedardale Road within the International Inland Port in southern Dallas to promote economic development.

NOW, THEREFORE,

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

Section 1. That the City Manager is hereby authorized, upon approval as to form by the City Attorney, to execute a real property tax abatement agreement with Cedardale Phase II, LLC in accordance with the Act and the City's Public/Private Partnership Guidelines and Criteria.

December 14, 2016

Section 2. That at least seven (7) days prior to the execution of the tax abatement agreement, notice of the City's intention to enter into the tax abatement agreement shall be delivered to the governing bodies of each other taxing unit that includes in its boundaries the real property that is the subject of this agreement.

Section 3. That the approval and execution of the tax abatement agreement by the City is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 4. That the real property which will be described in the tax abatement agreement, attached hereto as **Exhibit A (Property Legal Description)** and depicted on the attached site map as **Exhibit B (Map - the "Property")**, is located within a Texas Enterprise Zone.

Section 5. That the tax abatement agreement shall provide, among other provisions, the following:

- (a) The property subject to tax abatement shall be located entirely within the City of Dallas, Texas.
- (b) None of the property subject to tax abatement is owned or leased by a member of the City Council of the City of Dallas or by a member of the City Plan Commission.
- (c) That the development of the property must conform to all requirements of the City's zoning ordinance, and that the use of the property is consistent with the general purpose of encouraging development or redevelopment in the Enterprise Zone during the period the tax abatement is in effect.
- (d) A ten (10) year abatement of ninety (90) percent of the added value to the real property located in the 3300-3900 blocks of Cedardale Road in southern Dallas within the International Inland Port of Dallas as provided in **Exhibit A (Property Legal Description)**.
- (e) The material terms of the proposed Cedardale Phase II, LLC tax abatement are as follows:

Cedardale Phase II, LLC will invest a minimum of \$16,500,000 on hard and soft costs to construct approximately 900,000 square feet of speculative commercial/industrial/warehouse space during the second phase of the Development with a substantial completion date of December 31, 2022. The Director of the Office of Economic Development may, at his sole discretion, extend the substantial completion date for a period up to six months for just cause.

December 14, 2016**Section 5.** (Continued)

Cedardale Phase II, LLC will only be eligible for the proposed tax abatement within phase two of the Development if it (i) secures a tenant(s) occupying at least 51 percent of the minimum square feet of speculative commercial/industrial/warehouse space as required and (ii) meets the substantial completion date of December 31, 2022. If the required space in phase two of the Trammell Crow Cedardale Distribution Center does not meet the minimal 51 percent occupancy requirement during a given year within the 10 year tax abatement period, the abatement is lost for that year.

- (f) A description of the kind, number, location and costs of all proposed improvements to the property.
- (g) That access to the subject property is provided to allow for inspection by City inspectors and officials to ensure that the improvements or repairs are made according to the specifications and terms of the tax abatement agreement.
- (h) That the property tax revenue lost as a result of the tax abatement agreement will be recaptured by the City if improvements to real property are not made as provided by the tax abatement agreement.
- (i) A requirement that the owner of the property certify annually that the owner is in compliance with each applicable term of the agreement.
- (j) That the Dallas City Council may terminate or modify the agreement if the property owner fails to comply with the agreement.
- (k) That the tax abatement agreement shall be personal to Cedardale Phase II, LLC and shall only be assignable upon written approval of the assignment by the City's Director of the Office of Economic Development.

Section 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

Exhibit A

LEGAL DESCRIPTION PROPOSED LOT 2

BEING a 56.00 acre tract of land situated in the George Floyd Survey, Abstract No. 463 in the City of Dallas, Dallas County, Texas, and being part of City of Dallas Block Number 8310, and being part of Lot 1, Block B/8310 of the Esparza Addition, Phase A, an addition to the City of Dallas, Dallas County, Texas, as recorded in Instrument Number 200600088838 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being all of a called 8.2 acre tract of land described in deed to J. Carmen Esparza as recorded in Instrument Number 201100133774, O.P.R.D.C.T., and being all of a called

9.00 acre tract of land described in deed to Kelly Davis and Shirley Davis as recorded in Volume 98247, Page 2550 of the Deed Records of the Dallas County, Texas (D.R.D.C.T.), and being all of a called 1.0 acre tract of land described in deed to Jose Carmen Esparza and wife, Maria Luisa Esparza, as recorded in Volume 2004083, Page 9013, D.R.D.C.T., and being all of a called 17.158 acre tract of land described in deed to James D. Barry, Rufus Barry, Jr. and Edward W. Barry as recorded in Volume 87202, Page 1049, D.R.D.C.T., and being part of a remainder of a called 37.970 acre tract of land described in deed to Glenn Barry & Nathaniel Barry as recorded in Volume 2005002, Page 5107, D.R.D.C.T., and being part of a called 17.00 acre tract of land described in deed to Gregory London Sr., and Mack Cumby, and Betty Garrett as recorded in Volume 2003004, Page 2675, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 1/2-inch found iron rod with cap stamped "RPLS 5351" for the northeast corner of Lot 1 of said Esparza Addition, the northerly northwest corner of said 8.2 acre tract, and the northerly northeast corner of a tract of land described in deed to Santiago Esparza and wife, Irene Esparza as recorded in Instrument Number 201100014607, O.P.R.D.C.T., said point being on south right-of-way line of Cedardale Road (a variable width right-of-way);

THENCE with the north line of said 8.2 acre tract, said 9.00 acre tract, said 17.158 acre tract, said 17.00 acre tract, and the south right-of-way line of said Cedardale Road, the following bearings and distances:

North 86 degrees 57 minutes 55 seconds East, a distance of 40.83 feet to a 1/2- inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with cap"), said point being the beginning of a non-tangent circular curve to the left, having a radius of 1,186.28 feet, chord that bears North 79 degrees 46 minutes 17 seconds East, a distance of 418.79 feet;

Exhibit A

Easterly, with said curve, through a central angle of 20 degrees 20 minutes 00 seconds, an arc distance of 420.99 feet to a 1/2-inch set iron rod with cap for corner;

North 69 degrees 36 minutes 17 seconds East, a distance of 456.76 feet to a corner (not monumented);

THENCE over and across said 17.00 acre tract, and said remainder of 37.970 acre tract, the following bearings and distances:

South 20 degrees 23 minutes 43 seconds East, a distance of 85.15 feet to a corner (not monumented);

South 15 degrees 03 minutes 16 seconds East, a distance of 2,231.55 feet to a corner (not monumented), said corner being on the south line of said remainder of 37.970 acre tract, and the north line of that tract of land described in deed to Tejas Investors, as recorded in Instrument Number 200900188107, O.P.R.D.C.T.;

THENCE South 60 degrees 32 minutes 04 seconds West, with the north line of said Tejas tract, and the south line of said remainder of 37.970 acre tract, a distance of 230.30 feet to a found 60d nail for corner;

THENCE North 32 degrees 32 minutes 41 seconds West, continuing with the southerly line of said 37.970 acre tract and the northerly line of said Tejas Investors tract, a distance of 270.71 feet to a 1/2-inch set iron rod with cap for corner;

THENCE South 70 degrees 46 minutes 53 seconds West, continuing with the southerly line of said remainder of 37.970 acre tract and the northerly line of said Tejas Investors tract, a distance of 648.49 feet to a 1/2-inch found iron rod for the southwest corner of said remainder of 37.970 acre tract, said corner being on the east line of Lot 2 of Charles Floyd Homestead Subdivision, an addition to the City of Dallas, as recorded in Volume 2, Page 42 of the Map Records of Dallas County, Texas;

THENCE North 30 degrees 58 minutes 25 seconds West, with the southwest line of said remainder of 37.970 acre tract, said 17.158 acre tract, said 8.2 acre tract, said Lot 1, Block 8/8310 of the Esparza Addition, Phase A and the east line of Lot 1, Block A/8303 of Ridge South Dallas Addition, an addition to the City of Dallas, Dallas County, Texas, as recorded in Instrument Number 201400098280, O.P.R.D.C.T., a distance of 1,560.37 feet to the south corner (not monumented) of said Santiago Esparza and Irene Esparza;

THENCE North 64 degrees 12 minutes 45 seconds East, departing said east line of Lot 1 of Ridge South Dallas Addition, and the west line of said Lot 1 of Esparza Addition,

Exhibit A

and with the south line of said Santiago Esparza tract and the north line of said 8.2 acre tract, and over and across said Lot 1 of Esparza Addition, a distance of 391.97 feet to a 1/2-inch found iron rod for an "ell" corner of said 8.2 acre tract, and the southeast corner of said Esparza tract, said corner being on the east line of said Lot 1 of Esparza Addition;

THENCE with the east line of said Santiago Esparza and Irene Esparza tract, the west line of said 8.2 acre tract, and the east line of said Lot 1 of Esparza Addition, the following bearings and distances;

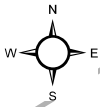
North 25 degrees 32 minutes 38 seconds West, a distance of 172.84 feet to a corner (not monumented);

North 22 degrees 48 minutes 04 seconds West, a distance of 228.16 feet to a corner (not monumented);

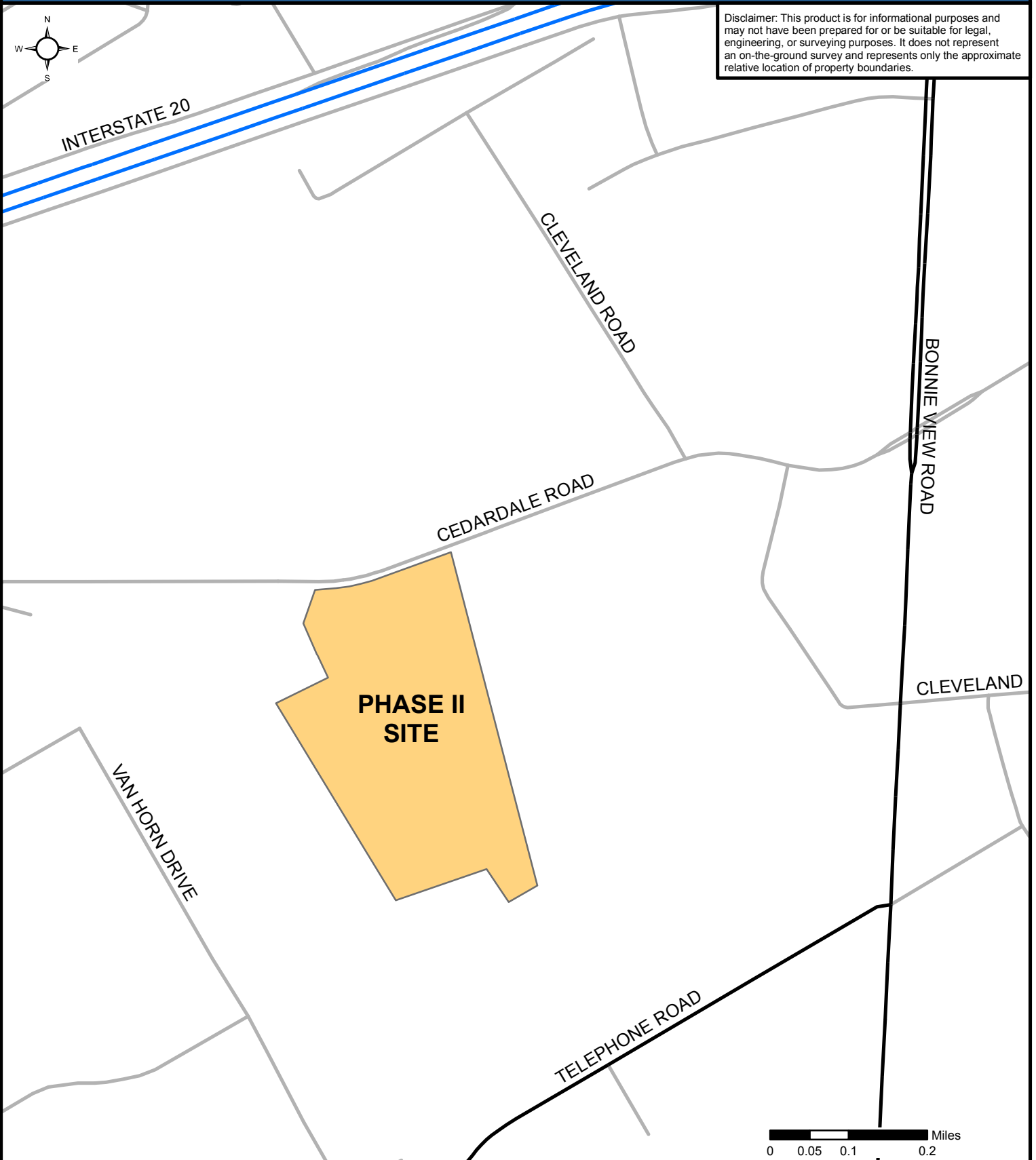
North 20 degrees 01 minute 04 seconds East, a distance of 237.28 feet to the POINT OF BEGINNING AND CONTAINING 56.00 acres (2,439, 145 square feet) of land, more or less.

The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202). All distances shown hereon are surface distances. Surface Adjustment Scale Factor: 1.000136506.

Exhibit B: Cedardale Phase II, LLC



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



**DALLAS
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Legend

Freeway	Proposed Site
Highway	Dallas City Limits
Arterial	
Local Road	

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): 4
DEPARTMENT: Office of Economic Development
CMO: Mark McDaniel, 670-3256
MAPSCO: 65 G

SUBJECT

~~Authorize an amendment to Resolution No. 16-0102, previously approved on January 13, 2016, to increase the Chapter 380 economic development grant agreement dated April 27, 2016 between the City of Dallas and City Wide Community Development Corporation from \$350,000 to \$1,175,000 to partially absorb an increase of \$496,000 for construction of a commercial office/retail building (1) Supplemental Agreement No. 1, to the Conditional Grant Agreement with City Wide Community Development Corporation, executed April 27, 2016, to secure development of a commercial office/retail building in the Lancaster Corridor; the proposed Supplemental Agreement will increase the City's grant amount by \$350,000, from \$825,000 to \$1,175,000 and as consideration, the City will receive 50% of all net cash proceeds, up to a maximum amount of \$350,000, in the event of a sale or refinance of the project; the City's interest is secured by a second mortgage on the property, located at 3111 - 3115 South Lancaster Road in Dallas, Texas, which will be subordinate to Legacy Texas first lien; and (2) extension of the project completion date by 6 months, from March 31, 2017 to September 30, 2017 - Not to exceed \$350,000 - Financing: 2012 Bond Funds~~

BACKGROUND

~~City Wide Community Development Corporation (City Wide) is a 501(c)3 non-profit corporation engaged in development and redevelopment activity throughout the city with a focus on Southeast Oak Cliff, primarily zip code 75216, in the Lancaster Corridor.~~

~~The commercial office/retail building project currently underway was presented to the City in November 2015 requesting financial participation of \$825,000. The total project cost of \$2,233,000 has increased by \$496,000 to \$2,729,000 due to steep increases in construction materials and costs over the past year. City Wide is relinquishing Developer and Commission Fees of \$121,000 and contributing \$25,000 in cash for a total of \$146,000 to partially offset cost increases.~~

BACKGROUND-(Continued)

~~Under a Tri Party Agreement with bank lender LegacyTexas Bank, proceeds of the City's funds are disbursed by LegacyTexas Bank prior to their funding under terms of their Loan Commitment which requires 78% of the building be pre-leased prior to any funding.~~

~~The Lancaster Corridor is a vital main street for South Central Dallas and is a high City Council priority for development and redevelopment options that will improve communities all along the corridor. In 2012, the Housing Committee approved the Lancaster Kiest Village development plan and Council approved \$3.4 million from 2006 Bond funds to acquire land and demolish structures to make way for the four (4) phase development in the northwest quadrant of Lancaster Road and Keist Boulevard.~~

~~Phase I has been completed with the Rudy's Chicken relocation and reconstruction. Phase II is an approximately 8,400 square foot two story retail/commercial building being developed pursuant to City Council approval of an \$825,000 Economic Development Grant by Resolution No. 16-0102, scheduled for completion by March 2017. Phase III includes approximately 32 live/work townhomes to be developed in the future. Phase IV has been completed with the opening of Serenity Place, permanent supportive housing for women and children in October 2015. City Wide has completed several single family homes, both new and rehab.~~

~~The office/retail commercial development is a mile north of the North Texas Veterans Administration Medical Center (VA). The VA, one of the largest employers in Dallas with over 1 million visitors annually continues to expand and has expressed a need for additional administrative space as well as parking. VA has leased 7,000 square feet of space in the Lancaster Urban Village complex and leases other less convenient locations throughout southern Dallas.~~

~~The City Council approved a Chapter 380 economic development grant agreement with City Wide Community Development Corporation in the amount of \$825,000 to complete financing needed for the \$2,233,000 project. LegacyTexas Bank is providing \$810,000 in bank financing. The land cost of \$548,200 was funded under City Wide's Lancaster Keist development loan and was acquired as part of the Rudy's Chicken project.~~

In December 2012, City Council authorized expenditure of \$3.4 Million from 2006 bond funds to acquire land and demolish structures in anticipation of development of a four-phase project in Lancaster Corridor sited at the northeast quadrant of the intersection of Lancaster Road and Kiest Boulevard. The City executed a development agreement with City Wide Community Development Corporation to facilitate land assemblage, including space formerly occupied by the Lancaster-Kiest Library.

BACKGROUND (Continued)

The four phases of the project include: (1) relocation of Rudy's Chicken (completed and opened, August 2014); (2) Construction of Serenity Place, a 45-unit permanent supportive housing project serving homeless women and children (completed and opened October 2015); (3) Construction of a 10,000 square foot Commercial Building containing office and retail space (in January 2016, Council approved a grant of \$825,000 in conjunction with an \$810,000 loan from Legacy Texas to construct the building); and (4) a future development tract (originally planned for live/work townhouses, may be developed as retail space). These projects are consistent with the Lancaster Corridor Station Area Plan, completed in February, 2013.

The two-story office/retail project was anticipated to have a construction period of 6-8 months and employ 35-45 construction workers. Eight tenant spaces will create 15 full-time jobs. Total project cost was estimated at \$2,233,000. Funding sources included: City of Dallas, \$1,428,000 (including \$598,000 land cost) and Legacy Texas bank, \$810,000. Original terms of project funding include: (1) City's existing first lien deed of trust is subordinated to Legacy Texas' conventional bank financing; (2) Legacy Texas administers all disbursements, including the City's grant; (3) City grant will be disbursed prior to bank funding; (4) No funding disbursed until 78% of eligible square footage has been leased; (5) City's grant terms mirror Legacy Texas terms and conditions for disbursing funds; (6) Project completion March 31, 2017; (7) Upon issuance of a certificate of occupancy, the City's second lien will be released.

Total project cost has subsequently increased by \$496,000 to \$2,729,000, due to steep increases in materials costs in the past year. City Wide has agreed to contribute \$121,000 of developer and commission fees (funded by Legacy Texas) and \$25,000 in cash to partially offset these cost increases. Legacy Texas will increase its senior loan by \$50,000 and the City has been requested to increase its grant by \$350,000. As consideration, the City will receive 50% of all cash proceeds, up to a maximum of \$350,000, in the event of sale or refinance of the project. This obligation will be secured by a second lien in the amount of \$350,000 that will remain on the property after the project completion. Construction has been delayed by 6 months due to materials contract negotiations, and a 6 month completion deadline extension from March 31, 2017 to September 30, 2017 has been requested.

City Wide Community Development Corporation is a 501(c)(3) non-profit corporation engaged in development and redevelopment activity in southern Dallas, with a focus on Southeast Oak Cliff, primarily zip code 75216, in the Lancaster Corridor. Other City Wide projects include Lancaster Urban Village, a mixed-use development across from the VA Hospital, containing 193 residential units, 14,000 square feet of retail, and a 432-space parking garage.

ESTIMATED SCHEDULE OF REDEVELOPMENT

Complete development by ~~March 31, 2017~~ September 30, 2017

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On December 7, 2015 the Economic Development Committee was briefed regarding a Chapter 380 economic development forgivable loan agreement with City Wide Community Development Corporation for continued development of the Lancaster Kiest Project.

On January 13, 2016, City Council authorized a Chapter 380 Economic Development Grant in the amount of \$825,000 to City Wide Community Development Corporation for cost associated with development of a commercial office/retail building to be located at 3111 – 3115 S. Lancaster Road in Dallas, Texas that will address a shortage of business rental space and continue development in the Lancaster Corridor by Resolution No. 160102.

Information about this item will be provided to the Economic Development Committee on December 5, 2016.

FISCAL INFORMATION

\$350,000 - 2012 Bond Funds

OWNER

City Wide Community Development Corporation

Sherman Roberts, President/Chief Executive Officer

MAP

Attached.

Lancaster-Kiest Project

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



**DALLAS
ECONOMIC
DEVELOPMENT**
Research & Information Division
214.670.1685
dallas-ecodev.org

Legend

- Roads
- Project Area
3111-3115 S. Lancaster Road

Data Source:

December 14, 2016

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, the City seeks to spur acquisition and redevelopment of certain areas in the southern sector, including the Lancaster Corridor, to foster the public purpose of economic development; and

WHEREAS, on June 13, 2012, City Council, pursuant to Resolution No. 12-1520 authorized the approval to: (1) ~~adopt~~ the adoption of revised Public/Private Partnership Program - Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) establishment of programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provision under chapter 380 of the Texas Local Government Code, (the "Act"); and

WHEREAS, on June 13, 2012, City Council elected to continue its participation in economic development loans and grants pursuant to Chapter 380 of the Texas Local Government Code by Resolution No. 12-1520, as amended; and

WHEREAS, on January 13, 2016, by Resolution No. 16-0102, the City Council authorized an Economic Development Grant of bond funds in the amount of \$825,000 to City Wide Community Development Corporation ("Grantee") for the construction of retail, office, and parking space, more fully described in the Conditional Grant Agreement executed on April 27, 2016; and

WHEREAS, Grantee has secured a construction loan in the original principal amount of \$860,000 from Legacy Texas Bank; and

WHEREAS, the Project site is in a strategically important location within the Lancaster Corridor, one of southern Dallas' most important commercial streets, and the Project is designed to expand commercial and employment opportunities in an area anchored by the Veterans' Affairs Hospital and that has received significant targeted infrastructure investment; and

WHEREAS, the City Wide Community Development Corporation seeks to continue redevelopment of sites in the Lancaster Corridor, but has been delayed by rising cost of materials; and

WHEREAS, the proposed project will foster the public purpose of economic development in accordance with the City Council's goals as outlined in the City's Public Private Partnership Program and it is consistent with the Lancaster Corridor Station Area Plan, completed in February, 2013.

December 14, 2016

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney is hereby authorized to execute an amendment Supplemental Agreement No. 1, to the Conditional Grant Agreement with City Wide Community Development Corporation, that was entered pursuant to Resolution No. 16-0102 previously approved on January 13, 2016 to increase the Chapter 380 Economic Development Grant Agreement dated April 27, 2016, between the City of Dallas and City Wide Community Development Corporation (City Wide) the grant amount by \$350,000, from \$825,000 to \$1,175,000 to partially absorb an increase of \$496,000 for construction of a commercial office/retail building at 3111-3115 South Lancaster Road in Dallas, Texas not to exceed \$350,000.

Section 2. That the eligible uses for the additional grant funds shall include only those expenses allowed under the Conditional Grant Agreement, and the additional grant funds shall be administered in the same manner as the grant funds and as further described in the Tri-Party Agreement executed among Legacy Texas Bank, the City, and Grantee.

Section 3. That the City shall be entitled to recover an amount up to its additional \$350,000 in grant funds in the event the Project described in the Conditional Grant Agreement, or any portion thereof, is sold or refinanced after the execution of this Supplemental Agreement No. 1, as follows: 50% of all net cash proceeds, whether derived from a refinancing or sale of the Project (or any part thereof) shall be paid to the City up to an amount of \$350,000, secured by a second mortgage on the property.

Section 4. That the deadline for project completion shall be extended by six months, from March 31, 2017 to September 30, 2017.

Section 5. That all remaining obligations described in the Conditional Grant Agreement and the Tri-Party Agreement shall remain unchanged.

Section 26. That the Chief Financial Officer is hereby authorized to encumber and disburse funds from: Fund 3U52, Department ECO, Unit S801, Object 3016, Activity, ECNR, Encumbrance No. ECOS801C264, Vendor No.VS0000026872, in an amount not to exceed \$350,000.

Section 37. That nothing in this resolution shall be construed as a binding contract or agreement upon the City and that there will be no liability or obligation on the city until final contract documents are approved and executed.

December 14, 2016

Section 48. That Resolution No. 16-0102 with Corrections dated April 15, 2016, shall remain in full force except as amended herein.

Section 59. 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.