

**AUGUST 10, 2016 CITY COUNCIL ADDENDUM  
CERTIFICATION**

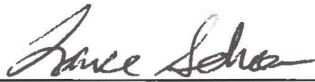
This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated August 10, 2016. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



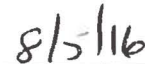
\_\_\_\_\_  
A.C. Gonzalez  
City Manager



\_\_\_\_\_  
Date



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



\_\_\_\_\_  
Date



RECEIVED

2016 AUG -5 PM 4: 29

CITY SECRETARY  
DALLAS, TEXAS

ADDENDUM  
CITY COUNCIL MEETING  
WEDNESDAY, AUGUST 10, 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 - 51

**CONSENT ADDENDUM**

Items 1 - 6

**ITEMS FOR INDIVIDUAL CONSIDERATION**

No earlier  
than 9:15 a.m.

Items 52 - 62  
Addendum Items 7 - 11

**PUBLIC HEARINGS AND RELATED ACTIONS**

1:00 p.m.

Items 63 - 87

# SUPPLEMENTAL NOTICE

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

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

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

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

**ADDENDUM  
CITY COUNCIL MEETING  
AUGUST 10, 2016  
CITY OF DALLAS  
1500 MARILLA  
COUNCIL CHAMBERS, CITY HALL  
DALLAS, TEXAS 75201  
9:00 A. M.**

**ADDITIONS:**

Closed Session

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

- Discussion regarding the search for and hiring of a candidate for the position of city attorney.
- Discussion regarding the search for and hiring of a candidate for the position of city manager.

**CONSENT ADDENDUM**

**Business Development & Procurement Services**

1. Authorize a one-year service contract for reentry services pilot program - Metroplex Economic Development Corporation, Inc. dba T.O.R.I. in the amount of \$535,560 and City Wide Community Development Corporation in the amount of \$464,440, most advantageous proposers of eight - Not to exceed \$1,000,000 - Financing: Texas Department of Criminal Justice Grant Funds

**Office of Emergency Management**

2. Authorize execution of the North Central Texas Public Works Emergency Response Team Mutual Aid Agreement, subject to the supplemental terms and responsibilities of the agreement through the North Central Texas Council of Governments - Financing: No cost consideration to the City

**Public Works Department**

3. Authorize Supplemental Agreement No. 2 to the contract with Gensler to provide construction documents and construction administration services for security enhancements at the Jack Evans Police Headquarters, located at 1400 South Lamar Street and seven Dallas Police Substations, located at 6969 McCallum Boulevard, 9915 East Northwest Highway, 9801 Harry Hines Boulevard, 4230 West Illinois Avenue, 725 North Jim Miller Road, 334 Hall Street and 1999 East Camp Wisdom Road - Not to exceed \$302,230, from \$174,238 to \$476,468 - Financing: Capital Construction Funds

**ADDENDUM  
CITY COUNCIL MEETING  
AUGUST 10, 2016**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

**Water Utilities**

**West Cell Development**

**Note:** Item Nos. 4, 5 and 6 must be considered collectively.

4. \* Authorize the City Manager to enter into a Treated Water Service Contract, approved as to form by the City Attorney, with the City of Irving for treated water service for Dallas' portion of the West Cell Development - Not to exceed \$106,832 - Financing: Water Utilities Current Funds (subject to annual appropriations)
5. \* Authorize the City Manager to enter into a Wastewater Service Contract, approved as to form by the City Attorney, with the City of Irving for wastewater service for Dallas' portion of the West Cell Development - Not to exceed \$14,878 - Financing: Water Utilities Current Funds (subject to annual appropriations)
6. \* An ordinance adopting a boundary adjustment agreement with the City of Irving on property located south of the terminus of South Northlake Road and northwest of the intersection of Valley Vista Drive and Lakebreeze Road (within the West Cell Development) - Financing: No cost consideration to the City

**ITEMS FOR INDIVIDUAL CONSIDERATION**

**City Attorney's Office**

7. Authorize settlement of the lawsuit styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, No. 3:15-CV-1944-N - Not to exceed \$800,000 - Financing: Current Funds
8. Authorize Supplemental Agreement No. 1 to the professional services contract with Messer, Rockefeller & Fort, PLLC for additional legal services in the matter styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, Civil Action No. 3:15-CV-1944-N - Not to exceed \$25,000, from \$50,000 to \$75,000 - Financing: Current Funds

**ADDENDUM  
CITY COUNCIL MEETING  
AUGUST 10, 2016**

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

**City Manager's Office/Employees' Retirement Fund**

9. An ordinance amending Chapter 40A, "Retirement," of the Dallas City Code; **(1)** adding and revising various definitions; **(2)** adding that administrator also means the executive director of the fund; **(3)** providing for staggered terms for elected members of the retirement fund board; **(4)** providing that a sole nominee to an elected board position be declared elected without a membership vote; **(5)** extending the time in which an election must be held to fill a vacancy in an elected board position; **(6)** requiring the board to meet at least quarterly instead of monthly; **(7)** authorizing the board to adopt, upon the recommendation of the fund's actuary, actuarial equivalency factors, actuarial assumptions, interest rates, and mortality tables to be used in Chapter 40A; **(8)** revising the interest assumption used for commuted value of future retirement benefits; **(9)** classifying fund members, inactive members, and retirees as Tier A (if hired before January 1, 2017 or rehired on or after January 1, 2017 with uncanceled or reinstated credited service) and Tier B (if hired, or rehired with canceled and unreinstated credited service, on or after January 1, 2017); **(10)** providing a reduced tier of benefits for Tier B and their beneficiaries and designees (including extending normal retirement age from 60 to 65 with five years of credited service, extending service retirement from 30 to 40 years, increasing the sum of age and amount of credited service from 78 to 80 in calculating retirement eligibility with reduced benefits for under-65 retirees, reducing pension benefits for joint and one-half survivor options, decreasing the percentage multiplier used to calculate benefits from 2.75% to 2.5%, extending the period over which average monthly earnings are calculated, eliminating health benefit supplements, lowering the cap on cost-of-living adjustments, and modifying interest rates on buybacks of credited service after a break in service); **(11)** allowing certain prior service credit with other governmental entities to be used in determining eligibility of a Tier B member to vest or retire, but not in computing benefits; **(12)** providing for selection of a designee to receive a retiree's earned but unpaid final month's pension; increasing the minimum monthly service death or service disability benefit from \$500 to \$1,000; **(13)** providing a Tier B member with a nonservice disability who has at least five years of credited service is eligible for a disability pension if not eligible for a normal, early, or service retirement; **(14)** allowing a lump sum payment for establishing credited service after a reduction in force to be made in the following calendar year if within 90 days after termination of employment; clarifying that a cost-of-living adjustment cannot reduce pension benefits; **(15)** clarifying that a leased employee is not an employee under Chapter 40A; **(16)** deleting the requirement that the city of Dallas provide office space and utilities for the retirement fund; updating legal citations; deleting obsolete provisions; and **(17)** making certain semantic, grammatical, and structural changes - Financing: No cost consideration to the City

**ADDENDUM  
CITY COUNCIL MEETING  
AUGUST 10, 2016**

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

**City Secretary's Office**

10. An ordinance ordering a special election to be held in the city of Dallas on November 8, 2016 on the question of amending Chapter 40A of the Dallas City Code, known as the employees' retirement fund of the city of Dallas - Financing: No cost consideration to the City
11. A resolution designating absences by Councilmember Scott Griggs, Councilmember Carolyn King Arnold and Councilmember Lee M. Kleinman as being for "Official City Business" - Financing: No cost consideration to the City

DELETIONS:

**Aviation**

2. Authorize a five-year lease agreement with Harry Hines Venture, LP, a Texas Limited Partnership, with a purchase option agreement for approximately 5.27 acres or 229,781 square feet (site 1) of land located at 6612 and 6720 Harry Hines Boulevard for an employee parking facility for Dallas Love Field - Not to exceed \$7,157,844 - Financing: Aviation Current Funds (Not to exceed \$2,102,676 for Year 1 and \$1,263,792 annually for Years 2 through 5) (subject to annual appropriations)
3. Authorize a five-year lease agreement with Harry Hines Venture II, LP, a Texas Limited Partnership, with a purchase option agreement for approximately 3.55 acres or 154,658 square feet (site 2) of land located at 2032, 2108, 2110, 2112, 2114, 2116, and 2128 Hawes Avenue, to be used for an employee parking facility for Dallas Love Field - Not to exceed \$4,675,089 - Financing: Aviation Current Funds (Not to exceed \$1,581,921 in Year 1 and \$773,292 annually in Years 2 through 5) (subject to annual appropriations)



## ADDENDUM DATE August 10, 2016

ITEM		IND							DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			All	C	PBD, IGS	GT	100.00%	0.00%	Authorize a one-year service contract for reentry services pilot program - Metroplex Economic Development Corporation, Inc. dba T.O.R.I. in the amount of \$535,560 and City Wide Community Development Corporation in the amount of \$464,440, most advantageous proposers of eight - Not to exceed \$1,000,000 - Financing: Texas Department of Criminal Justice Grant Funds
2			All	C	OEM	NC	NA	NA	Authorize execution of the North Central Texas Public Works Emergency Response Team Mutual Aid Agreement, subject to the supplemental terms and responsibilities of the agreement through the North Central Texas Council of Governments - Financing: No cost consideration to the City
3			2, 3, 5, 6, 8, 10, 12	C	PBW	\$302,230.00	59.62%	7.57%	Authorize Supplemental Agreement No. 2 to the contract with Gensler to provide construction documents and construction administration services for security enhancements at the Jack Evans Police Headquarters, located at 1400 South Lamar Street and seven Dallas Police Substations, located at 6969 McCallum Boulevard, 9915 East Northwest Highway, 9801 Harry Hines Boulevard, 4230 West Illinois Avenue, 725 North Jim Miller Road, 334 Hall Street and 1999 East Camp Wisdom Road - Not to exceed \$302,230, from \$174,238 to \$476,468 - Financing: Capital Construction Funds
4			6	C	WTR, DEV, ECO	\$106,832.00	NA	NA	West Cell Development: Authorize the City Manager to enter into a Treated Water Service Contract, approved as to form by the City Attorney, with the City of Irving for treated water service for Dallas' portion of the West Cell Development - Not to exceed \$106,832 - Financing: Water Utilities Current Funds (subject to annual appropriations)
5			6	C	WTR, DEV, ECO	\$14,878.00	NA	NA	West Cell Development: Authorize the City Manager to enter into a Wastewater Service Contract, approved as to form by the City Attorney, with the City of Irving for wastewater service for Dallas' portion of the West Cell Development - Not to exceed \$14,878 - Financing: Water Utilities Current Funds (subject to annual appropriations)
6			6	C	WTR, DEV, ECO	NC	NA	NA	West Cell Development: An ordinance adopting a boundary adjustment agreement with the City of Irving on property located south of the terminus of South Northlake Road and northwest of the intersection of Valley Vista Drive and Lakebreeze Road (within the West Cell Development) - Financing: No cost consideration to the City
7			N/A	I	ATT, FIR	\$800,000.00	NA	NA	Authorize settlement of the lawsuit styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, No. 3:15-CV-1944-N - Not to exceed \$800,000 - Financing: Current Funds
8			N/A	I	ATT	\$25,000.00	100.00%	0.00%	Authorize Supplemental Agreement No. 1 to the professional services contract with Messer, Rockefeller & Fort, PLLC for additional legal services in the matter styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, Civil Action No. 3:15-CV-1944-N - Not to exceed \$25,000, from \$50,000 to \$75,000 - Financing: Current Funds

**ADDENDUM DATE August 10, 2016**

ITEM		IND		DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
#	OK	DEF								
9			All	I	CMO, ERF	NC	NA	NA	NA	An ordinance amending Chapter 40A, "Retirement," of the Dallas City Code; (1) adding and revising various definitions; (2) adding that administrator also means the executive director of the fund; (3) providing for staggered terms for elected members of the retirement fund board; (4) providing that a sole nominee to an elected board position be declared elected without a membership vote; (5) extending the time in which an election must be held to fill a vacancy in an elected board position; (6) requiring the board to meet at least quarterly instead of monthly; (7) authorizing the board to adopt, upon the recommendation of the fund's actuary, actuarial equivalency factors, actuarial assumptions, interest rates, and mortality tables to be used in Chapter 40A; (8) revising the interest assumption used for commuted value of future retirement benefits; (9) classifying fund members, inactive members, and retirees as Tier A (if hired before January 1, 2017 or rehired on or after January 1, 2017 with uncanceled or reinstated credited service) and Tier B (if hired, or rehired with canceled and reinstated credited service, on or after January 1, 2017); (10) providing a reduced tier of benefits for Tier B and their beneficiaries and designees (including extending normal retirement age from 60 to 65 with five years of credited service, extending service retirement from 30 to 40 years, increasing the sum of age and amount of credited service from 78 to 80 in calculating retirement eligibility with reduced benefits for under-65 retirees, reducing pension benefits for joint and one-half survivor options, decreasing the percentage multiplier used to calculate benefits from 2.75% to 2.5%, extending the period over which average monthly earnings are calculated, eliminating health benefit supplements, lowering the cap on cost-of-living adjustments, and modifying interest rates on buybacks of credited service after a break in service); (11) allowing certain prior service credit with other governmental entities to be used in determining eligibility of a Tier B member to vest or retire, but not in computing benefits; (12) providing for selection of a designee to receive a retiree's earned but unpaid final month's pension; increasing the minimum monthly service death or service disability benefit from \$500 to \$1,000; (13) providing a Tier B member with a nonservice disability who has at least five years of credited service is eligible for a disability pension if not eligible for a normal, early, or service retirement; (14) allowing a lump sum payment for establishing credited service after a reduction in force to be made in the following calendar year if within 90 days after termination of employment; clarifying that a cost-of-living adjustment cannot reduce pension benefits; (15) clarifying that a leased employee is not an employee under Chapter 40A; (16) deleting the requirement that the city of Dallas provide office space and utilities for the retirement fund; updating legal citations; deleting obsolete provisions; and (17) making certain semantic, grammatical, and structural changes - Financing: No cost consideration to the City
10			All	I	SEC	NC	NA	NA	NA	An ordinance ordering a special election to be held in the city of Dallas on November 8, 2016 on the question of amending Chapter 40A of the Dallas City Code, known as the employees' retirement fund of the city of Dallas - Financing: No cost consideration to the City
11			N/A	I	SEC	NC	NA	NA	NA	A resolution designating absences by Councilmember Scott Griggs, Councilmember Carolyn King Arnold and Councilmember Lee M. Kleinman as being for "Official City Business" - Financing: No cost consideration to the City

**TOTAL            \$1,248,940.00**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** August 10, 2016

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Intergovernmental Services

**CMO:** Jeanne Chipperfield, 670-7804  
A. C. Gonzalez, 670-3297

**MAPSCO:** N/A

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**SUBJECT**

Authorize a one-year service contract for reentry services pilot program - Metroplex Economic Development Corporation, Inc. dba T.O.R.I. in the amount of \$535,560 and City Wide Community Development Corporation in the amount of \$464,440, most advantageous proposers of eight - Not to exceed \$1,000,000 - Financing: Texas Department of Criminal Justice Grant Funds

**BACKGROUND**

This item is on the addendum due to the grant funding deadline that must be acted on before the next available agenda.

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

This contract will provide social services and job training to formerly incarcerated individuals. The goal of this program is to reduce recidivism rates and increase the rate of employment among formerly incarcerated non-violent offenders who are released to Dallas County through job training, apprenticeship, and employment opportunities. Wrap around services, such as housing, soft skill training and transportation are eligible activities under this contract, provided that the measurable outcome is job training, apprenticeships or employment for the individuals served.

Nearly one third of released individuals are re-incarcerated within three years, and lack of engagement in education or employment is the primary predictor of recidivism. Many formerly incarcerated people return to their communities without the skills necessary for gainful employment. Roughly 30% of state prisoners in Texas could be defined as functionally illiterate, and over 40% enter prison without either a high school diploma or GED. Reentry services help to reduce recidivism rates and increase employment opportunities for formerly incarcerated individuals. This contract will serve individuals released from a Texas Department of Criminal Justice (TDCJ) Prisons or State Jail who are returning to Dallas County.

**BACKGROUND (Continued)**

On April 27, 2016, the City Council authorized the acceptance of a grant from the Texas Department of Criminal Justice for \$1,000,000 to develop and operate a Reentry Services Pilot Program by Resolution No. 16-0635. Two service providers are being recommended to deliver these services:

- The Metroplex Economic Development Corporation is a non-profit organization which has operated the Texas Offenders Reentry Initiative (T.O.R.I) since 2005. The program has offered a wide range of services that includes family, housing, employment, education, healthcare, and mentorship to over 10,000 formerly incarcerated men and women across Texas.
- City Wide Community Development Corporation is a non-profit organization that received its 501(c)(3) status in 2001. It aims at revitalizing neighborhoods through economic development, educational and social programs. City Wide offers substantial workforce development and job placement services with companies willing to employ formerly incarcerated individuals.

More than 70,000 formerly incarcerated individuals return home to Texas cities each year. Through this contract, Metroplex Economic Development Corporation and City Wide Community Development Corporation will work with ex-offenders released for non-violent crimes to reduce relapses in criminal behavior and reduce recidivism through wraparound services and job placement.

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

- Office of Emergency Management (1)
- Housing/Community Services (1)
- City Attorney’s Office (1)
- Judiciary (1)
- Police (1)
- Business Development and Procurement Services (1)\*

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

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

- Experience/qualifications 25%
- Staffing plan/approach 35%
- Program budget 25%
- Business Inclusion and Development Plan 15%

## **BACKGROUND (Continued)**

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 2,327 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

The recommended vendors meet 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 April 27, 2016, City Council authorized the acceptance of a grant from the Texas Department of Criminal Justice by Resolution No. 16-0635.

City Council was briefed by memorandum regarding this matter on April 5, 2016.

Information about this item was provided to the Economic Development Committee on April 18, 2016.

City Council was briefed by memorandum regarding this matter on August 5, 2016.

Information about this item will be provided to the Quality of Life and Environment Committee on August 8, 2016.

## **FISCAL INFORMATION**

\$1,000,000.00 - Texas Department of Criminal Justice Grant Funds

## **M/WBE INFORMATION**

362 - Vendors contacted

362 - No response

0 - Response (Bid)

0 - Response (No bid)

0 - Successful

2,327 - M/WBE and Non-M/WBE vendors were contacted

**M/WBE INFORMATION (Continued)**

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

**ETHNIC COMPOSITION**

Metroplex Economic Development Corporation, Inc. dba T.O.R.I.

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

City Wide Community Development Corporation

White Male	0	White Female	1
Black Male	4	Black Female	1
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

**PROPOSAL INFORMATION**

The following proposals were received from solicitation number BQZ1611 and were opened on June 10, 2016. This service contract is being awarded to the most advantageous proposers.

\*Denotes successful proposers

<b><u>Proposers</u></b>	<b><u>Address</u></b>	<b><u>Score</u></b>	<b><u>Amount</u></b>
*Metroplex Economic Development, Corporation, Inc. dba T.O.R.I.	6777 W. Kiest Blvd. Dallas, TX 75236	83.40%	\$535,560.00
*City Wide Community Development Corporation	3730 S. Lancaster Rd. Suite 100 Dallas, TX 75216	76.60%	\$464,440.00

Note: The above vendor scores and pricing are based on fully negotiated services and pricing.

**PROPOSAL INFORMATION (Continued)**

Vendor scores and pricing listed below are based on initial proposals and were not negotiated.

<b><u>Proposers</u></b>	<b><u>Address</u></b>	<b><u>Score</u></b>	<b><u>Amount</u></b>
The Way Back House, Inc.	1804 Market Center Blvd. Dallas, TX 75207	72.80%	\$992,287.00
Association of Persons Affected by Addition (APAA)	3116 Martin Luther King Blvd. Dallas, TX 75215	70.40%	\$775,000.00
Impact City Initiative	2931 Canton St. Dallas, TX 75226	50.20%	\$1,000,000.00
Kingdom Outreach Ministries	2657 Marfa Ave. Dallas, TX 75216	44.00%	\$200,834.00
CC's Consulting & Services	1717 N. Akard St. Suite 2550 Dallas, TX 75201	31.20%	\$54,269.00
The Branch of Goodness A Gape Rehabilitation Center	7575 S. Westmoreland Suite 2233 Dallas, TX 75237	24.80%	\$270,501.00

**OWNERS**

**Metroplex Economic Development Corporation, Inc. dba T.O.R.I.**

Darwin Bruce, President  
Kim Drayton, Secretary  
Consuela Buckley, Treasurer

**City Wide Community Development Corporation**

Kevin Curry, President  
Thomas Huckaby, Jr., Vice President  
Michael Dade, Secretary

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

**PROJECT:** Authorize a one-year service contract for reentry services pilot program - Metroplex Economic Development Corporation, Inc. dba T.O.R.I. in the amount of \$535,560 and City Wide Community Development Corporation in the amount of \$464,440, most advantageous proposers of eight - Not to exceed \$1,000,000 - Financing: Texas Department of Criminal Justice Grant Funds

Metroplex Economic Development Corporation, Inc. dba T.O.R.I. and City Wide Community Development Corporation are local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforces.

**PROJECT CATEGORY:** Other Services

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

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,000,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$1,000,000.00</b>	<b>100.00%</b>

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

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

None

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

None

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

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



August 10, 2016

**WHEREAS**, on April 27, 2016, City Council authorized the acceptance of a grant from the Texas Department of Criminal Justice by Resolution No. 16-0635;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to execute a service contract with Metroplex Economic Development Corporation, Inc. dba T.O.R.I. (VS0000063630) in the amount of \$535,560.00 and City Wide Community Development Corporation (VS0000026872) in the amount of \$464,440.00 for a reentry services pilot program for a term of one year in a total amount not to exceed \$1,000,000.00, 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 Metroplex Economic Development Corporation, Inc. dba T.O.R.I. and City Wide Community Development Corporation shall be based only on the amount of the services directed to be performed by the City and properly performed by Metroplex Economic Development Corporation, Inc. dba T.O.R.I. and City Wide Community Development Corporation under the contract.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,000,000.00 from Service Contract number MASCMGTSTATE REENTRY16-17.

**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:** August 10, 2016  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Office of Emergency Management  
**CMO:** Eric Campbell, 670-3255  
**MAPSCO:** N/A

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**SUBJECT**

Authorize execution of the North Central Texas Public Works Emergency Response Team Mutual Aid Agreement, subject to the supplemental terms and responsibilities of the agreement through the North Central Texas Council of Governments - Financing: No cost consideration to the City

**BACKGROUND**

This item is on the addendum to move forward on execution of the mutual aid agreement before the next available agenda.

This mutual aid agreement (“Agreement”) is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. Participating Local Governments and any/or all Public/Political Sub-Divisions of the State of Texas must adopt this agreement upon a formal order of their respective governing bodies. By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the North Central Texas Council of Governments (NCTCOG), the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

Based on lessons learned from several past natural disasters and large scale incidents, Public Works support has been identified as a necessary resource which needed a more regional approach to coordination. As a result, the North Central Texas Public Works Emergency Response Team (PWERT) was created to provide public works assistance when an emergency or disaster overwhelms local resources especially within the North Central Texas region. While it was formed by and for local governments and operates on a voluntary quid pro quo basis, the team is supported and facilitated by the NCTCOG Emergency Preparedness Department. PWERT first deployed in response to resource requests during the April 3, 2012 tornado outbreak and continues to grow to meet regional needs.

## **BACKGROUND** (Continued)

### **Membership and Benefits**

The North Central Texas Public Works Response Team currently has 39 member cities. While cities sign the mutual aid agreement to join the team, it is always up to that City in any circumstance to either approve or deny a request for assistance. Signing the mutual aid agreement allows for this discretion by management but it also offers the protection of payment terms and allowable Operational Period, which are required to protect the city if reimbursement is sought for a disaster in the future. Additionally, once a member city joins the team, if/when public works resources are necessary to support a local response, it only takes 1 call to get needed resources identified, located and sent. This call goes directly to the 24-hour response line and a team leader or member answers the call and coordinates the request at the direction of the requesting agency.

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

Information about this item will be provided to the Public Safety Committee on August 8, 2016.

### **FISCAL INFORMATION**

No cost consideration to the City.

August 10, 2016

**WHEREAS**, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

**WHEREAS**, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

**WHEREAS**, the Parties that wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code); the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution of laws of the State of Texas; and

**WHEREAS**, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System; and

**WHEREAS**, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans; and

**WHEREAS**, the City of Dallas will benefit from membership in the North Central Texas Public Works Emergency Response Team.

**Now, Therefore,**

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

August 10, 2016

**Section 1.** That the City Manager is hereby authorized to execute the North Central Texas Public Works Emergency Response Team Mutual Aid Agreement. The City Manager shall notify the appropriate City Council Committee of requests for assistance under this agreement not later than 30 days after the request.

**Section 2.** That the City Manager shall keep the appropriate City Council Committee informed of all requests made for assistance by the City of Dallas under this agreement not later than 30 days after the request.

**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:** August 10, 2016

**COUNCIL DISTRICT(S):** 2, 3, 5, 6, 8, 10, 12

**DEPARTMENT:** Public Works Department

**CMO:** Jill A. Jordan, P.E., 670-5299

**MAPSCO:** 5M; 27Z; 33B; 45U; 46J; 53S; 58N; 65V

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**SUBJECT**

Authorize Supplemental Agreement No. 2 to the contract with Gensler to provide construction documents and construction administration services for security enhancements at the Jack Evans Police Headquarters, located at 1400 South Lamar Street and seven Dallas Police Substations, located at 6969 McCallum Boulevard, 9915 East Northwest Highway, 9801 Harry Hines Boulevard, 4230 West Illinois Avenue, 725 North Jim Miller Road, 334 Hall Street and 1999 East Camp Wisdom Road - Not to exceed \$302,230, from \$174,238 to \$476,468 - Financing: Capital Construction Funds

**BACKGROUND**

This item is on the addendum because originally, the Administrative Action for Supplemental Agreement No. 2 was canceled at the request of the Public Safety Committee. It was requested that the scope of the proposed action be changed, which warranted a change from an Administrative Action to an Agenda item. On March 28, 2016, the Public Safety Committee endorsed a plan to implement security enhancements at the Jack Evans Police Headquarters and seven Dallas Police Substations. This action will authorize Supplemental Agreement No. 2 to the contract with Gensler for architectural and engineering services to develop construction documents and perform construction administration services to implement the security enhancements.

Supplemental Agreement No. 1 to the contract with Gensler to assess the seven (7) Dallas Police Substations and recommend security enhancements with probable costs was authorized on December 9, 2015, by Resolution No. 15-2220. The final draft report of the assessments was completed on February 4, 2016.

This action will allow Gensler to complete design and construction documents to implement the report's recommendations and provide construction administration services during the construction.

**BACKGROUND** (Continued)

The recommended security enhancements to be implemented from the report are as follows:

Jack Evans Police Headquarters

- A security suite in the lobby,
- A secondary bullet resistant wall along the lobby window wall,
- Modifications to the Records Office teller wall in the lobby,
- Consolidation of the access and alarm monitoring system to Lenel,
- Create an IP-based network video surveillance system,
- Create a telephone and data infrastructure.

Dallas Police Substations

Modify the lobby wall construction to ballistic-resistant construction.

**ESTIMATED SCHEDULE OF PROJECT**

Began Design	July 2015
Complete Design	January 2017

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

Authorized Supplemental Agreement No. 1 to the contract with Gensler on December 9, 2015, by Resolution No. 15-2220.

Briefed to the Public Safety Committee on March 28, 2016 whereby they endorsed the plan to implement security enhancements.

Information about this item will be provided to the Public Safety Committee on August 8, 2016.

**FISCAL INFORMATION**

Capital Construction Funds - \$302,230.00

Consultant Contract	\$ 49,900.00
Supplemental Agreement No. 1	\$124,338.00
Supplemental Agreement No. 2 (this action)	<u>\$302,230.00</u>
Total	\$476,468.00



**FISCAL INFORMATION** (Continued)

<b><u>Council District</u></b>	<b><u>Amount</u></b>
2	\$ 254,257.90
3	\$ 7,995.35
5	\$ 7,995.35
6	\$ 7,995.35
8	\$ 7,995.35
10	\$ 7,995.35
12	\$ <u>7,995.35</u>
Total	\$ 302,230.00

**M/WBE INFORMATION**

See attached.

**ETHNIC COMPOSITION**

**Gensler**

Hispanic Female	7	Hispanic Male	9
African-American Female	2	African-American Male	2
Other Female	6	Other Male	7
White Female	81	White Male	83

**OWNER**

**Gensler**

Ted Kollaja, AIA, Principal

**MAP**

Attached.



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

**PROJECT:** Authorize Supplemental Agreement No. 2 to the contract with Gensler to provide construction documents and construction administration services for security enhancements at the Jack Evans Police Headquarters, located at 1400 South Lamar Street and seven Dallas Police Substations, located at 6969 McCallum Boulevard, 9915 East Northwest Highway, 9801 Harry Hines Boulevard, 4230 West Illinois Avenue, 725 North Jim Miller Road, 334 Hall Street and 1999 East Camp Wisdom Road - Not to exceed \$302,230, from \$174,238 to \$476,468 - Financing: Capital Construction Funds

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

**PROJECT CATEGORY:** Professional Services

### LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$180,185.00	59.62%
Non-local contracts	\$122,045.00	40.38%
<b>TOTAL THIS ACTION</b>	<b>\$302,230.00</b>	<b>100.00%</b>

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

#### Local Contractors / Sub-Contractors

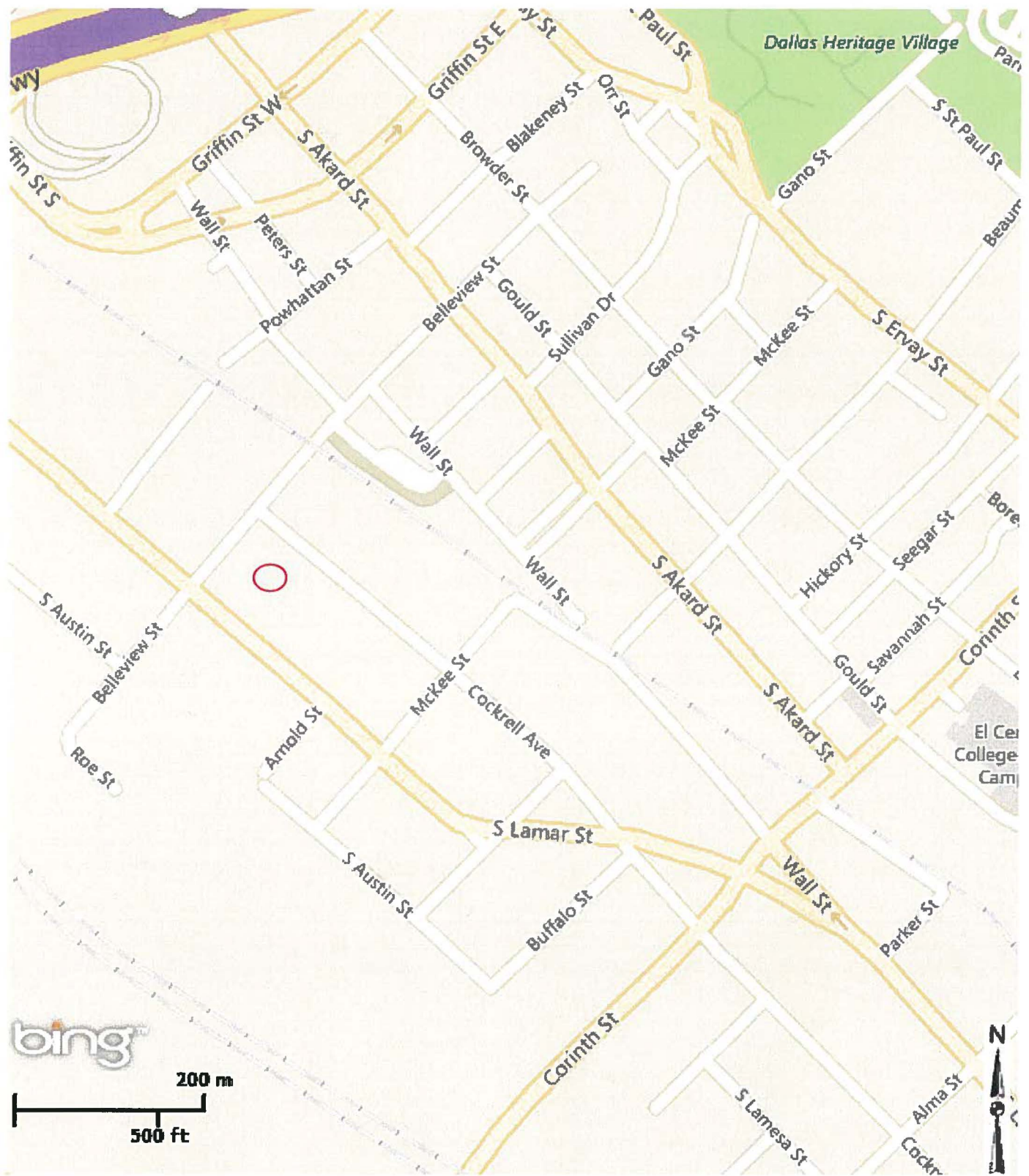
<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Abadi Accessibility	HFMB63905N0117	\$4,500.00	2.50%
JQ Infrastructure	IMDB80158Y0716	\$15,900.00	8.82%
B&H Engineers	NMMB64182Y0217	\$8,445.00	4.69%
<b>Total Minority - Local</b>		<b>\$28,845.00</b>	<b>16.01%</b>

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

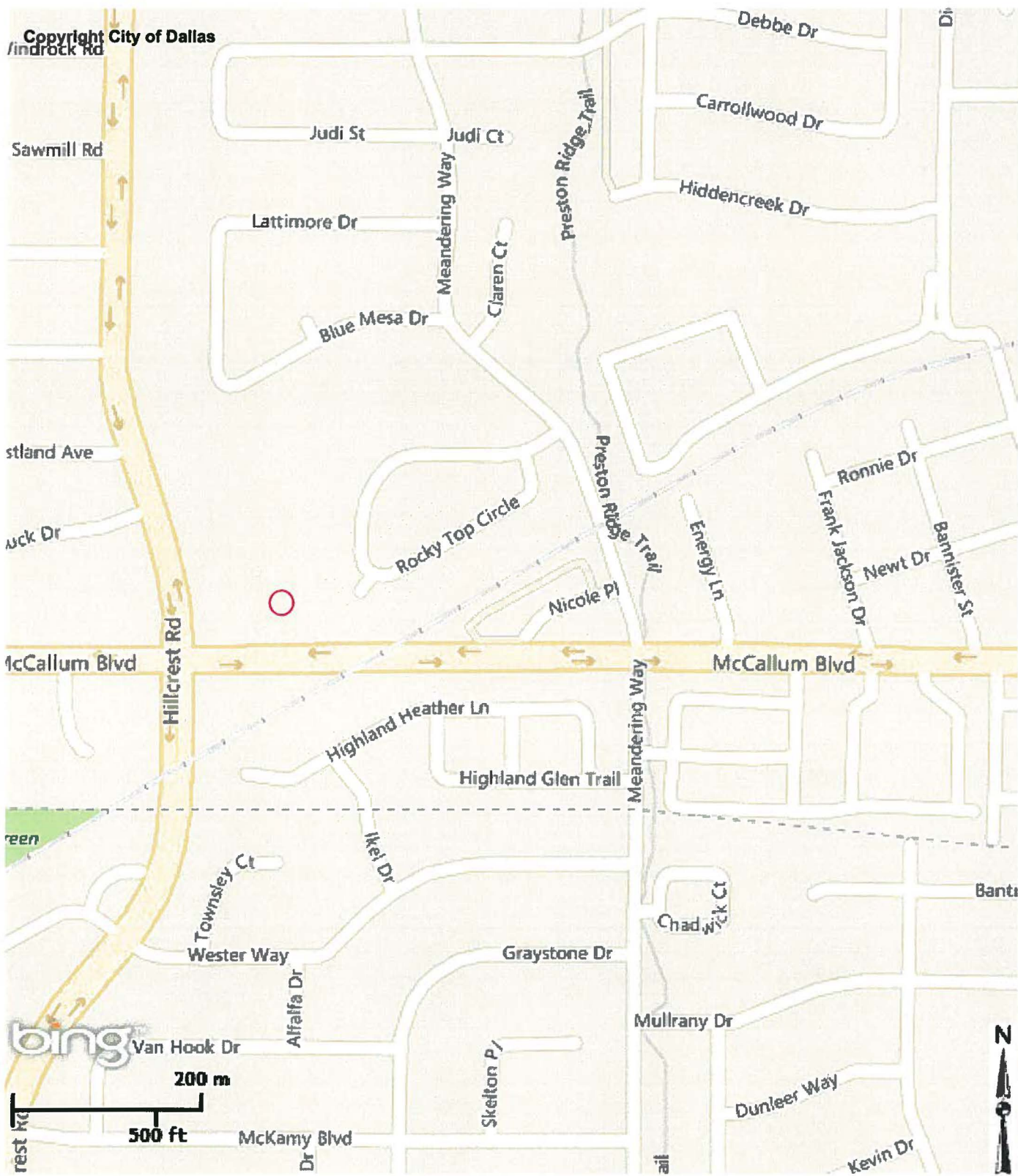
<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Garza Program Management	HMDB04494Y0816	\$7,215.00	5.91%
<b>Total Minority - Non-local</b>		<b>\$7,215.00</b>	<b>5.91%</b>

**TOTAL M/WBE PARTICIPATION**

	<b>This Action</b>		<b>Participation to Date</b>	
	<b><u>Amount</u></b>	<b><u>Percent</u></b>	<b><u>Amount</u></b>	<b><u>Percent</u></b>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$7,215.00	2.39%	\$7,215.00	1.51%
Asian American	\$15,900.00	5.26%	\$15,900.00	3.34%
Native American	\$8,445.00	2.79%	\$8,445.00	1.77%
WBE	\$4,500.00	1.49%	\$4,500.00	0.94%
Total	<u>\$36,060.00</u>	<u>11.93%</u>	<u>\$36,060.00</u>	<u>7.57%</u>

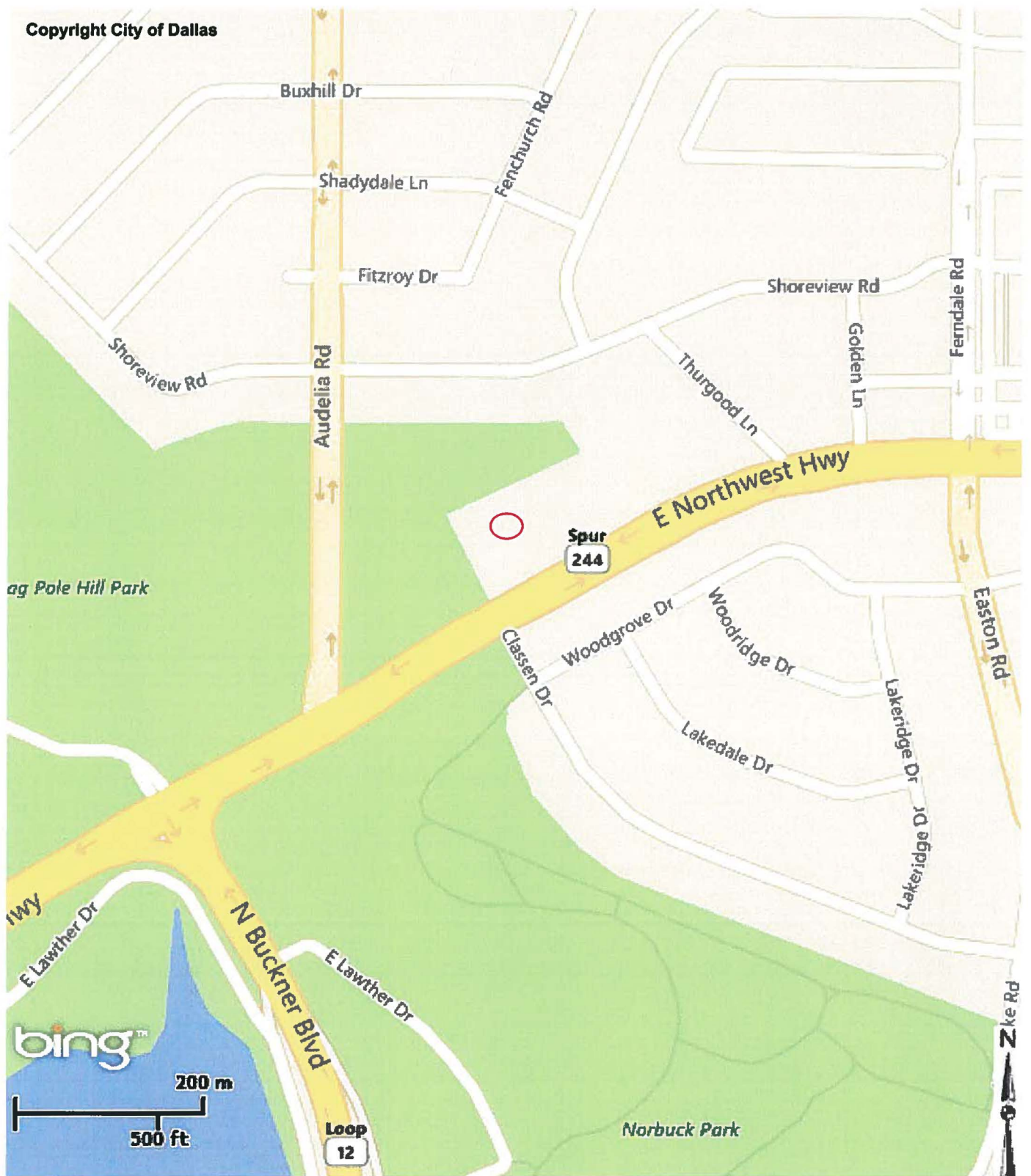


**Jack Evans Police Headquarters  
Mapsco 45U**



North Central Police Map  
 Mapsco 5M

Copyright City of Dallas



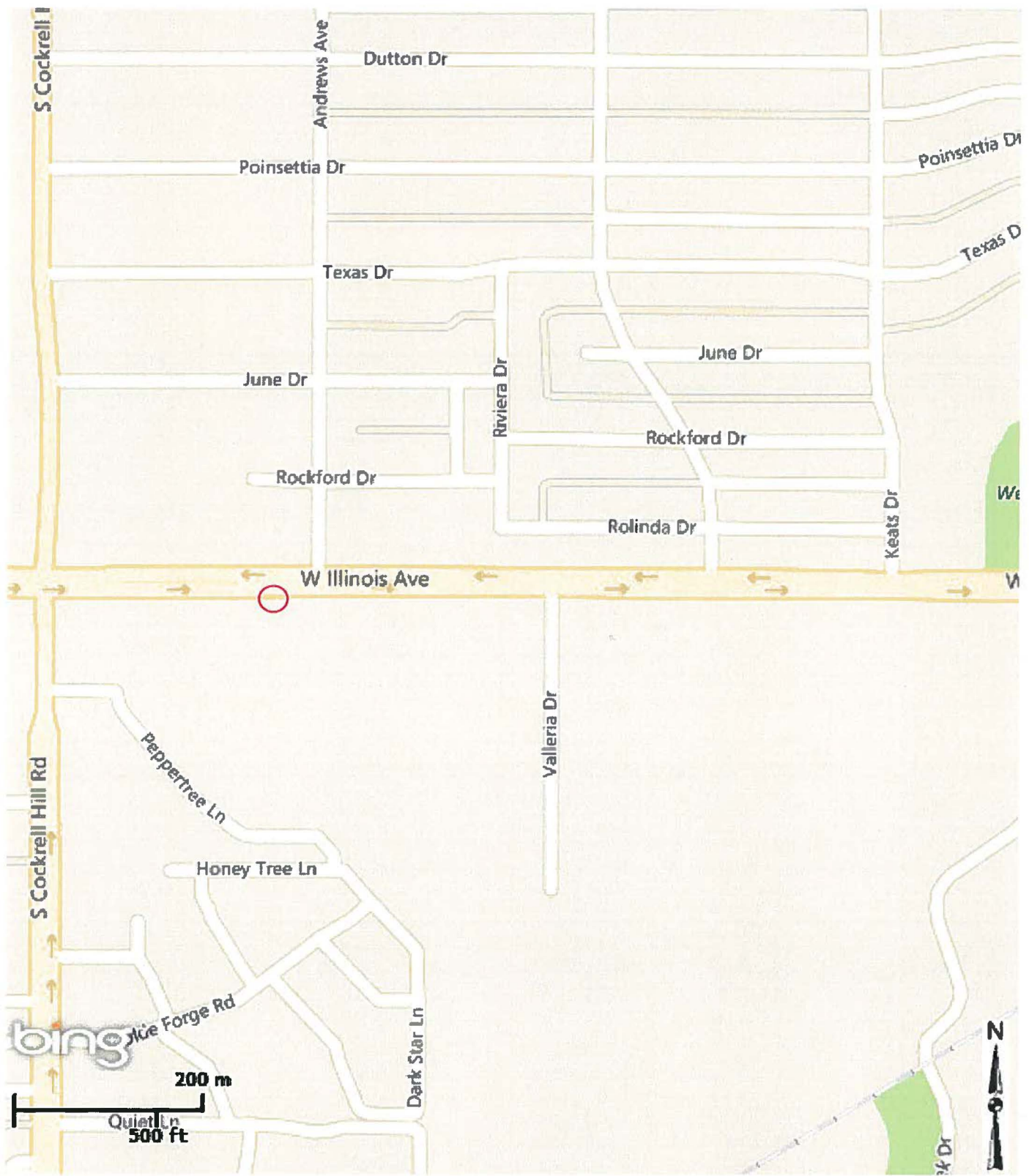
Northeast Operations Division  
Mapsco 27Z

Copyright City of Dallas



Northwest Operations Division  
Mapsco 33B



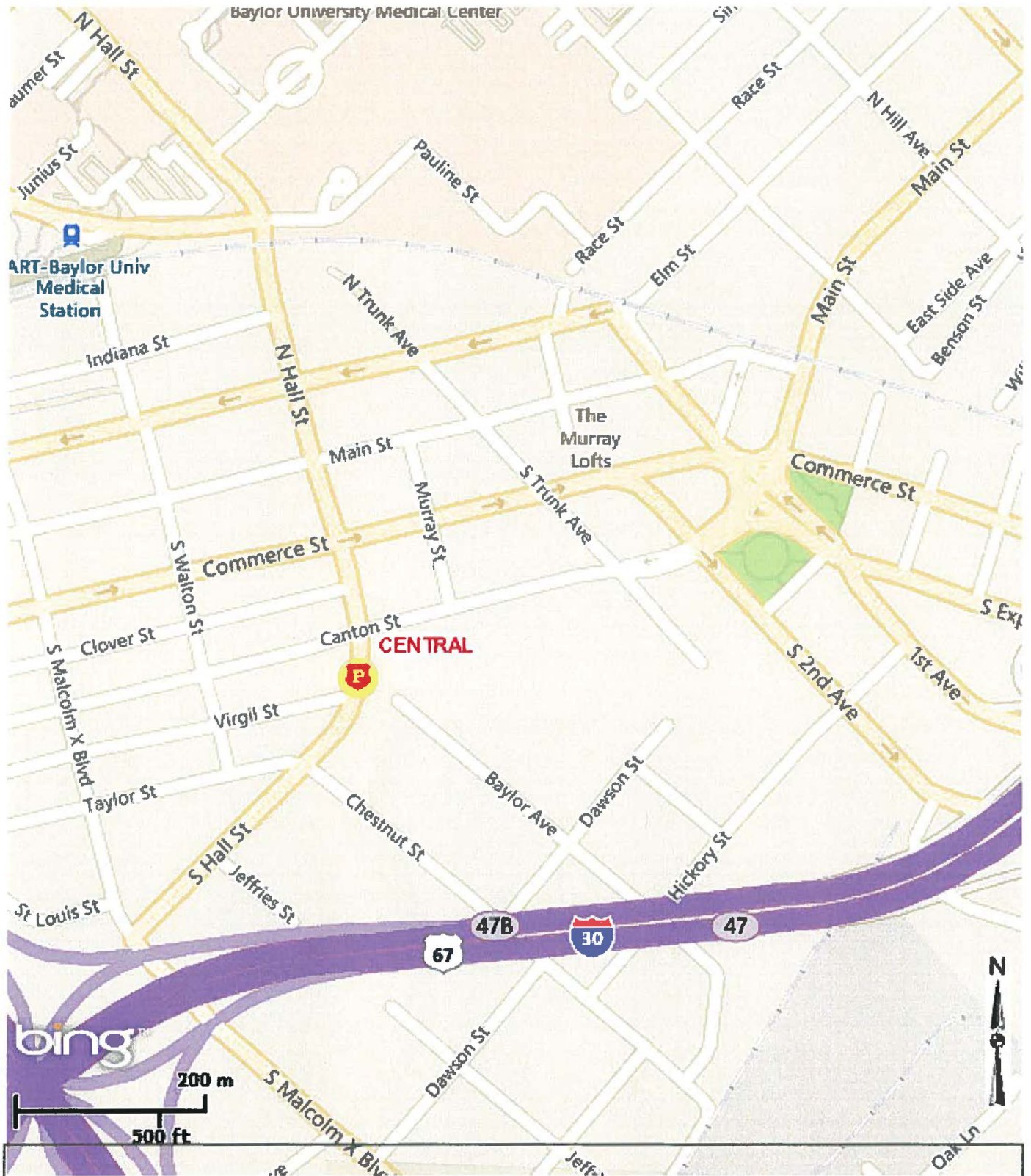


**Southwest Police Sub-station  
Mapsco 53S**



**Southeast Police Sub-station  
Mapsco 58N**

Mapsc0 46J



Mapsc0 46J  
Central Police Station

Copyright City of Dallas



South Central Division  
Mapsco 65V

August 10, 2016

**WHEREAS**, on July 20, 2015, Administrative Action No. 15-6346 authorized a contract with Gensler, to assess building and site conditions and recommend security enhancements at the Jack Evans Dallas Police Headquarters, in an amount not to exceed \$49,900.00; and,

**WHEREAS**, on December 9, 2015, Resolution No. 15-2220 authorized Supplemental Agreement No. 1 to the contract with Gensler to assess building and site conditions at the seven (7) Dallas Police substations and recommend security enhancements, in an amount not to exceed \$124,338.00, increasing the contract from \$49,900.00 to \$174,238.00; and,

**WHEREAS**, it is necessary for design, construction documents, and construction administration services to implement recommendations for security enhancements at the Jack Evans Dallas Police Headquarters and seven (7) substations; and,

**WHEREAS**, it is now desirable to authorize Supplemental Agreement No. 2 to the contract with Gensler to provide construction documents, and construction administration services for security enhancements at the Jack Evans Police Headquarters, located at 1400 South Lamar Street, and seven (7) Dallas Police Substations, located at 6969 McCallum Blvd., 9915 East Northwest Highway, 9801 Harry Hines Blvd., 4230 West Illinois Avenue, 725 North Jim Miller Road, 334 Hall Street and 1999 East Camp Wisdom Road, in an amount not to exceed \$302,230.00, from \$174,238.00 to \$476,468.00.

**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 Supplemental Agreement No. 2 to the contract with Gensler to provide construction documents, and construction administration services for security enhancements at the Jack Evans Police Headquarters, located at 1400 South Lamar Street and seven (7) Dallas Police Substations, located at 6969 McCallum Blvd., 9915 East Northwest Highway, 9801 Harry Hines Blvd., 4230 West Illinois Avenue, 725 North Jim Miller Road, 334 Hall Street and 1999 East Camp Wisdom Road, in an amount not to exceed \$302,230.00, from \$174,238.00 to \$476,468.00, after it has been approved as to form by the City Attorney.

August 10, 2016

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

Capital Construction Fund  
Fund 0671, Dept. PBW, Unit W019, Activity POFA  
Object 4114, Program No. PB06W049, CT No. PBW98N820J1  
Vendor No. VS0000001122 in an amount not to exceed \$302,230.00

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

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** August 10, 2016

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Water Utilities  
Sustainable Development and Construction  
Office of Economic Development

**CMO:** Mark McDaniel, 670-3256  
Ryan S. Evans, 671-9837

**MAPSCO:** 11 A

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**SUBJECT**

**West Cell Development**

- \* Authorize the City Manager to enter into a Treated Water Service Contract, approved as to form by the City Attorney, with the City of Irving for treated water service for Dallas' portion of the West Cell Development - Not to exceed \$106,832 - Financing: Water Utilities Current Funds (subject to annual appropriations)
- \* Authorize the City Manager to enter into a Wastewater Service Contract, approved as to form by the City Attorney, with the City of Irving for wastewater service for Dallas' portion of the West Cell Development - Not to exceed \$14,878 - Financing: Water Utilities Current Funds (subject to annual appropriations)
- \* An ordinance adopting a boundary adjustment agreement with the City of Irving on property located south of the terminus of South Northlake Road and northwest of the intersection of Valley Vista Drive and Lakebreeze Road (within the West Cell Development) - Financing: No cost consideration to the City

**BACKGROUND**

This item is on the addendum to allow additional time for contract and supporting documentation review to be finalized between the City Attorney's Office and the legal staff of the City of Irving.

The City of Irving has requested the City of Dallas to consider a boundary adjustment at the common boundary between the City of Dallas and the City of Irving on property located south of the terminus of South Northlake Road and northwest of the intersection of Valley Vista Drive and Lakebreeze Road within the West Cell development.

## **BACKGROUND** (Continued)

This existing boundary does not presently allow for the efficient development and delivery of city services. The proposal includes adjusting into the City of Irving an approximate 6.5 acre property out of the 28.5 acre West Cell development currently located in the City of Dallas. The property owner, Billingsley, plans for single family development of the 6.5 acres with approximately 18 lots.

In exchange for the boundary adjustment, the City of Irving will provide water and wastewater services to the remaining West Cell area in Dallas which consists of approximately 91 single-family lots on 22 acres of land. The estimated cost for the City of Dallas to design and construct infrastructure to provide water and wastewater service to the West Cell North would be approximately \$2.3 million. The property proposed for adjustment is less than 1,000 feet in width and qualifies under Section 43.031 of the Texas Local Government Code as a candidate for the mutually agreeable municipal boundary adjustment. On June 17, 2015, the Dallas City Council authorized the City Manager to negotiate and enter into this boundary adjustment by Resolution No. 15-1179. Dallas and Irving City Councils need to ratify and adopt the agreement by ordinance.

Dallas does not have water and wastewater facilities or agreements in place to provide for the development of West Cell. For the West Cell area, the estimated treated water average daily demand is 0.06 million gallons per day ("MGD"). The projected daily wastewater flow demand for West Cell is 0.046 MGD.

All treated water and wastewater services provided to Dallas under the contracts will be measured at metering stations designed and constructed by Dallas. Upon completion of facilities in the spring of 2017, Irving will commence providing water and wastewater services to Dallas and the metering stations will be conveyed to Irving. Irving will invoice Dallas at Irving's commercial water rate for the treated water services provided and at its industrial wastewater rate for the wastewater services provided to Dallas. The residents and businesses served under the Water and Wastewater Service Contracts will be direct customers of the City of Dallas Water Utilities.

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

On May 18, 2015, a memo was presented to the Economic Development Committee to call a public hearing for June 10, 2015, to consider the proposed TIF District and Project Plan amendments, a modification in the geographical boundary, changes to the budget of the District, and all other related changes.



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

On June 17, 2015, the City Council authorized the City Manager to negotiate and enter into an Interlocal Agreement with the City of Irving for water service, financial participation in water supply and infrastructure projects, and wastewater service, by Resolution No. 15-1192.

Information about this item was provided to the Economic Development Committee on May 2, 2016.

City Council was briefed on May 4, 2016.

**FISCAL INFORMATION**

Dallas-Irving Water Service Contract

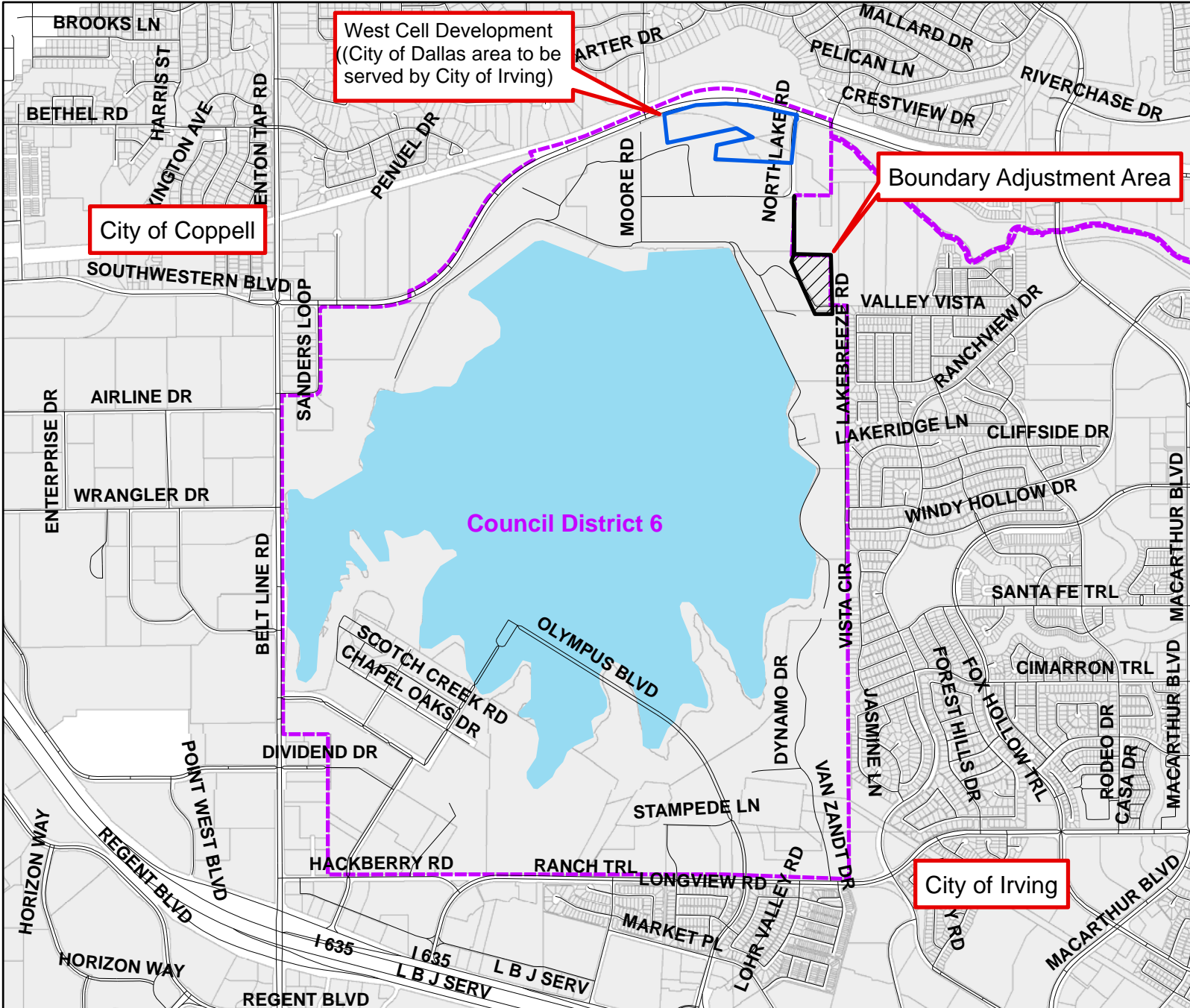
\$106,832 - Water Utilities Current Funds (subject to annual appropriations)

Dallas-Irving Wastewater Service Contract

\$14,878 - Water Utilities Current Funds (subject to annual appropriations)

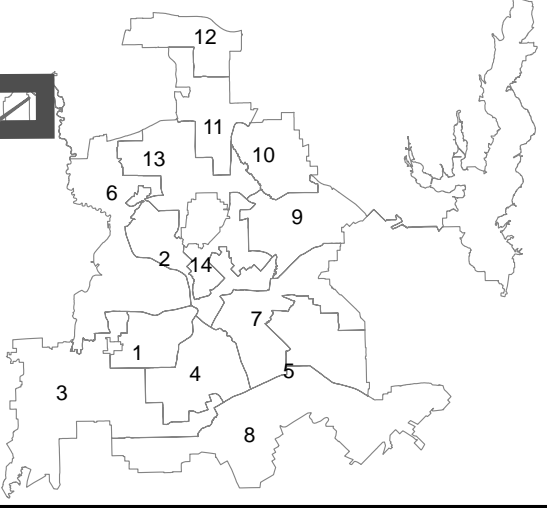
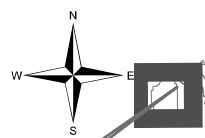
**MAP**

Attached



Mapsco: 11A

Council District: 6



**Dallas Water Utilities  
West Cell Development**

August 10, 2016

**WHEREAS**, Dallas Water Utilities currently does not have water facilities to provide water services to the West Cell residential development; and,

**WHEREAS**, Dallas and Irving desire to enter into a Treated Water Service Contract for Irving to provide water services to Dallas for the West Cell development; and,

**WHEREAS**, on June 17, 2015, by Resolution No. 15-1192, the City Council authorized an Interlocal Agreement with the City of Irving, after approval as to form by the City Attorney, which included, among other things, for the City of Irving to provide water and wastewater service for 22 acres of the West Cell development; and,

**WHEREAS**, the City of Irving currently purchases water treatment services and storage in Lake Lewisville from the City of Dallas, and Dallas currently provides water treatment services and storage in Lake Lewisville to Irving as set forth under the terms, covenants and conditions stated in a Water Treatment Services contract between the Cities of Dallas and Irving, dated January 8, 1998; and,

**WHEREAS**, the City of Irving currently purchases wholesale treated water from the City of Dallas, and Dallas currently delivers and sells wholesale treated water to Irving as set forth under the terms, covenants, and conditions stated in a Wholesale Treated Water Contract between the Cities of Dallas and Irving which includes a Reciprocal Water and/or Wastewater Service Agreement, dated January 22, 1998; and,

**WHEREAS**, the City of Dallas agrees to compensate the City of Irving for providing the water services.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to enter into a Treated Water Service Contract, approved as to form by the City Attorney, with the City of Irving to enable the City of Dallas to purchase treated water services from the City of Irving for the West Cell development.

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

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>ENCUMBRANCE</u>	<u>AMOUNT</u>	<u>VENDOR</u>
0100	DWU	7310	2171	CTDWU7321C1629	\$106,832	242336

**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.

August 10, 2016

**WHEREAS**, Dallas Water Utilities currently does not have wastewater facilities to provide wastewater services to the West Cell residential development; and,

**WHEREAS**, Dallas and Irving desire to enter into a Wastewater Service Contract for Irving to provide wastewater services to Dallas for the West Cell development; and,

**WHEREAS**, on June 17, 2015, by Resolution No. 15-1192, the City Council authorized an Interlocal Agreement with the City of Irving, after approval as to form by the City Attorney, which included, among other things, for the City of Irving to provide water and wastewater service for 22 acres of the West Cell development; and,

**WHEREAS**, Irving does not treat and dispose of its own wastewater but has a long-term contract with the Trinity River Authority (TRA) for the transportation, treatment and disposal of its wastewater. Irving has determined that the wastewater services requested by Dallas can be provided by Irving and is not inconsistent with Irving's agreement with TRA; and,

**WHEREAS**, the City of Irving currently purchases water treatment services and storage in Lake Lewisville from the City of Dallas, and Dallas currently provides water treatment services and storage in Lake Lewisville to Irving as set forth under the terms, covenants and conditions stated in a Water Treatment Services contract between the Cities of Dallas and Irving, dated January 8, 1998; and,

**WHEREAS**, the City of Irving currently purchases wholesale treated water from the City of Dallas, and Dallas currently delivers and sells wholesale treated water to Irving as set forth under the terms, covenants, and conditions stated in a Wholesale Treated Water Contract between the Cities of Dallas and Irving which includes a Reciprocal Water and/or Wastewater Service Agreement, dated January 22, 1998; and,

**WHEREAS**, the City of Dallas agrees to compensate the City of Irving for providing the wastewater services.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to enter into a Wastewater Service Contract, approved as to form by the City Attorney, with the City of Irving to enable the City of Dallas to purchase wastewater services from the City of Irving for the West Cell Development.

August 10, 2016

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

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>ENCUMBRANCE</u>	<u>AMOUNT</u>	<u>VENDOR</u>
0100	DWU	7320	3084	CTDWU7321C1620	\$14,878	242336

**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.

ORDINANCE NO.

An ordinance ratifying and adopting an agreement between the cities of Dallas and Irving adjusting their common boundary line; releasing a certain area of land to the City of Irving; providing a savings clause; providing a severability clause; and providing an effective date.

WHEREAS, it is the desire of the cities of Dallas and Irving to adjust their common city limit boundaries in order to establish clear demarcation lines to allow the efficient development of and delivery of city services to the citizens in the area; and

WHEREAS, in consideration of water and wastewater services to be provided by Irving to the Dallas west cell area, the cities of Dallas and Irving, pursuant to Section 43.031 of the Texas Local Government Code, have entered into an agreement, authorized by Dallas city council Resolution 151179 on June 17, 2015, adjusting the common boundary line ; and

WHEREAS, the city council finds that it is in the public interest for the City of Dallas to make such an adjustment; Now, Therefore,

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

SECTION 1. That the City of Dallas does hereby ratify and adopt the agreement attached hereto and made a part of this ordinance as Exhibit A, subject to proper execution by the City of Irving.

SECTION 2. That the City of Dallas does hereby release a certain area of land, along with all extraterritorial jurisdiction pertaining thereto, now within its city limits and described in, Attachment No. 1 to the City of Irving.

SECTION 3. That the affected corporate limits of the City of Dallas shall upon final passage of this ordinance be adjusted as set out in Exhibit A.

SECTION 4. That the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph, or section.

SECTION 5. That the city secretary is hereby directed to hold publication of this ordinance until the cities of Dallas and Irving have fully executed the attached boundary adjustment agreement and water and wastewater services agreements

SECTION 6. That upon full execution of the attached boundary adjustment agreement and water and wastewater services agreements the city secretary shall publish this ordinance at least one time in the official newspaper of the City of Dallas.

SECTION 7. That upon final passage and publication of this ordinance, the city secretary shall transmit a certified copy of this ordinance to the city secretary of the City of Irving.

SECTION 8. That this ordinance shall take effect upon ratification and adoption of the attached agreement by the City of Irving or immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, whichever occurs later, and it is accordingly so ordained.

APPROVED AS TO FORM:

CHRISTOPHER D. BOWERS, Interim City Attorney

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

DRAFT



**EXHIBIT A**  
**BOUNDARY ADJUSTMENT AGREEMENT**

THIS BOUNDARY ADJUSTMENT AGREEMENT (“AGREEMENT”) is made and entered into by and between the City of Dallas, Texas, hereinafter referred to as Dallas, and the City of Irving, Texas, hereinafter referred to as Irving, collectively referred to as Cities.

**WHEREAS**, a portion of Dallas’s boundary is contiguous with the northern boundary of Irving; and

**WHEREAS**, this existing boundary does not presently allow the efficient development and delivery of city services to the area; and

**WHEREAS**, the Cities desire to modify their mutual boundary so as to allow more efficient development of a proposed residential subdivision and delivery of city services to the area; and

**WHEREAS**, representatives of Dallas and Irving have met and agreed to a mutually acceptable boundary which is in the best interest of the citizens of each city; and

**WHEREAS**, pursuant to water and wastewater service agreements, Irving agrees to provide potable treated water and wastewater services to a portion of Dallas known as the Dallas west cell area.

**NOW THEREFORE**, for and in consideration of the mutual covenants, conditions, and promises expressed herein, Dallas and Irving agree as follows:

SECTION I.

Statement of Intent

It is the intent of Dallas and Irving to modify their respective boundaries in the following manner:

Adjust 6.5 acres of land in the City of Dallas located south of the terminus of South Northlake Road and northwest of Valley Vista Drive and Lakebreeze Road, and more particularly described in Attachment No. 1 (the “Property”), attached hereto and made a part of this AGREEMENT, into the territorial limits of Irving.

SECTION II.

Release of Territory

Dallas agrees to release the Property described in Attachment No. 1 to Irving.

### SECTION III.

#### Waiver of Extraterritorial Jurisdiction

Dallas does hereby waive all of its extraterritorial jurisdiction rights existing by reason of the Property in favor of Irving. It is expressly agreed and understood that this waiver shall operate only in favor of Irving, and shall not constitute a waiver of any right, including extraterritorial jurisdiction rights that Dallas may be able to assert against any other municipality.

### SECTION IV.

#### Water and Wastewater Services

Irving agrees that it will provide water and wastewater services to the Dallas west cell area described in the Exhibit A to the water and wastewater service agreements attached to and made a part of this agreement as Attachment No. 4. Irving agrees that it will not unreasonably withhold or condition service after the expiration of any water and wastewater service agreements to service in whole or in part the Dallas west cell area.

### SECTION V.

#### Service Plan

Upon ratification, adoption, and approval of this AGREEMENT, Irving does hereby agree to immediately begin implementation into the affected area of the service plan attached to and made a part of this agreement as Attachment No. 3.

SECTION VI.

Effective Date

Dallas and Irving agree that this AGREEMENT shall take effect only upon ratification and adoption by the governing body of the City of Dallas and approval by the governing body of the City of Irving.

SIGNED this the \_\_th day of \_\_\_\_\_ 2016.

CITY OF IRVING, TEXAS

CITY OF DALLAS, TEXAS

A.C. GONZALEZ, City Manager

\_\_\_\_\_  
Beth Van Duyne, Mayor

By \_\_\_\_\_  
Assistant City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:  
CHRISTOPHER D. BOWERS, Interim City Attorney

\_\_\_\_\_  
Kuruvilla Oommen, City Attorney

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Shanae Jennings, City Secretary

\_\_\_\_\_  
Rosa Rios, City Secretary

**ATTACHMENT NO. 3**  
**SERVICE PLAN**

The following is a Service Plan for the property described in Attachment No. 1 attached to the AGREEMENT and also identified on the attached map.

As the result of a series of negotiations, the cities of Dallas and Irving agreed to a boundary adjustment covering the property described in the AGREEMENT.

Schedule of Municipal Services

- A. Police Protection  
Police enforcement and protection services are to be provided by the extension of patrol into the boundary adjusted area and by response from the Irving Police Department to individual requests beginning on the effective date of the boundary adjustment ordinance.
  
- B. Fire Protection (including emergency ambulance)  
Fire protection personnel and equipment, and emergency medical personnel and equipment shall be provided to the boundary adjusted area upon request beginning on the effective date of the boundary adjustment ordinance.
  
- C. Solid Waste Collection  
Solid waste collection service is to be provided to the boundary adjusted area in accordance with City of Irving ordinances, resolutions, and regulations beginning on the effective date of the boundary adjustment ordinance.
  
- D. Water Service
  - 1. Water service is to be provided to the boundary adjusted area in accordance with City of Irving ordinances, resolutions, and regulations beginning on the effective date of the boundary adjustment ordinance.
  
  - 2. Water mains are to be extended to serve individual owners in the boundary adjusted area in accordance with City of Irving ordinances, resolutions, and regulations.
  
  - 3. As development and construction of subdivisions commence within the boundary adjusted area, water mains are to be extended with City participation in the costs of these extensions in accordance with City of Irving ordinances, resolutions, and regulations.
  
- E. Sanitary Sewer Service
  - 1. Wastewater service is to be provided to the boundary adjusted area in accordance with City of Irving ordinances, resolutions, and regulations beginning on the effective date of the boundary adjustment ordinance.

2. Sanitary sewer mains are to be extended to serve individual owners in the boundary adjusted area in accordance with City of Irving ordinances, resolutions, and regulations.

3. As development and construction of subdivisions commence within the boundary adjusted area, sanitary sewer mains are to be extended with City participation in the costs of these extensions in accordance with City of Irving ordinances, resolutions, and regulations.

F. Maintenance of Roads and Streets

1. Street maintenance and other street services are to be provided to the boundary adjusted area in accordance with City of Irving ordinances, resolutions, and regulations beginning on the effective date of the boundary adjustment ordinance.

2. As streets are constructed in undeveloped portions of the boundary adjusted areas, the City is to participate in the cost of construction, acceptance upon completion, maintenance, and other services in accordance with City of Irving ordinances, resolutions, and regulations.

G. Parks and Recreation

All of the City of Irving parks and recreation facilities are to be available for use by residents of the boundary adjusted area beginning on the effective date of the boundary adjustment ordinance.

H. Library Service

All of the City of Irving library facilities are to be available for use by residents of the boundary adjusted area beginning on the effective date of the boundary adjustment ordinance.

I. Street Lighting

The City of Irving is to provide for the placement of street lights in accordance with practices in all other areas of the city.

J. Traffic Engineering

Necessary traffic studies are to be performed to determine the need for installation of street identification signs and proper traffic control devices within the boundary adjusted area in accordance with City of Irving ordinances, resolutions, and regulations.

K. Planning and Zoning.

The planning and zoning jurisdiction, including the subdivision platting process, of the City of Irving extend to the boundary adjusted area.

- L. Storm Drainage (including flood plain regulations)  
Studies are to be conducted to ascertain the limits of the 100-year floodplain in order to place the zoning flood plain prefix on any appropriate areas.
  
- M. Capital Improvements  
Irving will initiate the acquisition or construction of capital improvements necessary for providing services adequate to serve the boundary adjusted area as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices.
  
- N. Miscellaneous  
General municipal administrative and code enforcement services of the City of Irving will be provided to residents of the boundary adjusted area beginning on the effective date of the boundary adjustment ordinance.

**KEY FOCUS AREA:** E-Gov

**AGENDA DATE:** August 10, 2016

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Attorney's Office  
Fire

**CMO:** Christopher D. Bowers, 670-3491  
Eric Campbell, 670-3255

**MAPSCO:** N/A

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**SUBJECT**

Authorize settlement of the lawsuit styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, No. 3:15-CV-1944-N - Not to exceed \$800,000 - Financing: Current Funds

**BACKGROUND**

Thomas and Carol Stumpf filed a lawsuit against the City of Dallas and others, including former Dallas Fire-Rescue paramedic Johnny Lynn Rudder, seeking compensation for bodily injuries sustained in an incident on June 7, 2013, when Mr. Stumpf was allegedly struck on the face multiple times by Mr. Rudder. Plaintiffs are represented by the law firm of Byrne, Cardenas & Aris, LLP.

This item is on the addendum because the Parties, Thomas and Carol Stumpf, the City, and Rudder, had reached a tentative settlement agreement regarding the Stumpfs' claims against the City and Rudder; however, Rudder would not agree to release any potential claims against the City. All parties have now agreed to execute the final Memorandum of Settlement and settlement agreement, subject to city council approval resolving all claims between the Parties including any related appeals, and any potential attorney's fees and costs of suit.

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

Council was briefed in Closed Session on June 8, 2016.

Council was briefed in Closed Session on June 22, 2016.

Council will be briefed in Closed Session on August 3, 2016.

**FISCAL INFORMATION**

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

\$800,000.00 - Current Funds



August 10, 2016

**WHEREAS**, a lawsuit styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, No. 3:15-CV-1944-N, was filed by the plaintiffs seeking compensation for bodily injuries sustained in an incident on June 7, 2013, when Mr. Stumpf was allegedly assaulted by former Dallas Fire-Rescue paramedic Johnny Rudder; and,

**WHEREAS**, the plaintiffs have agreed to a settlement of the case whereby the City will pay Thomas Stumpf and Carol Stumpf, their attorneys, and all other parties having an interest in the settlement proceeds, the total amount of \$800,000; and,

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

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

**Section 1.** That the settlement in the lawsuit styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, No. 3:15-CV-1944-N, in an amount not to exceed \$800,000.00, is hereby approved.

**Section 2.** That the Chief Financial Officer is hereby authorized to pay Thomas Stumpf and Carol Stumpf, Byrne, Cardenas & Aris, LLP, and all other persons having an interest in the settlement, the amount of \$800,000.00 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTORM001.

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



**KEY FOCUS AREA:** E-Gov  
**AGENDA DATE:** August 10, 2016  
**COUNCIL DISTRICT(S):** N/A  
**DEPARTMENT:** City Attorney's Office  
**CMO:** Christopher D. Bowers, 670-3491  
**MAPSCO:** N/A

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**SUBJECT**

Authorize Supplemental Agreement No. 1 to the professional services contract with Messer, Rockefeller & Fort, PLLC for additional legal services in the matter styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, Civil Action No. 3:15-CV-1944-N - Not to exceed \$25,000, from \$50,000 to \$75,000 - Financing: Current Funds

**BACKGROUND**

Supplemental Agreement No. 1 will authorize Messer, Rockefeller & Fort, PLLC to provide additional legal services such as the preparation of legal documents in connection with finalizing the proposed settlement subject to City Council approval, in the matter styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, Civil Action No. 3:15-CV-1944-N.

This item is on the addendum because the Parties, Thomas and Carol Stumpf, the City, and Rudder, had reached a tentative settlement agreement regarding the Stumpfs' claims against the City and Rudder; however, Rudder would not agree to release any potential claims against the City. All parties have now agreed to execute the final Memorandum of Settlement and settlement agreement, subject to city council approval resolving all claims between the Parties including any related appeals, and any potential attorney's fees and costs of suit. These additional funds are needed to pay anticipated legal fees in connection with finalizing the settlement and final disposition of the case.

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

Council was briefed in Closed Session on June 8, 2016.

Council was briefed in Closed Session on June 22, 2016.

Council will be briefed in Closed Session on August 3, 2016.

**FISCAL INFORMATION**

\$25,000.00 - Current Funds

**M/WBE INFORMATION**

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

**OWNER**

**Messer, Rockefeller & Fort, PLLC**

William Andrew Messer, Partner

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

**PROJECT:** Authorize Supplemental Agreement No. 1 to the professional services contract with Messer, Rockefeller & Fort, PLLC for additional legal services in the matter styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, Civil Action No. 3:15-CV-1944-N - Not to exceed \$25,000, from \$50,000 to \$75,000 - Financing: Current Funds

Messer, Rockefeller & Fort, PLLC is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

**PROJECT CATEGORY:** Professional Services

### **LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY**

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$25,000.00	100.00%
Non-local contracts	\$0.00	0.00%
<b>TOTAL THIS ACTION</b>	<b>\$25,000.00</b>	<b>100.00%</b>

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

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

None

#### **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	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%

August 10, 2016

**WHEREAS**, the City of Dallas is involved in a lawsuit styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, Civil Action No. 3:15-CV-1944-N; and,

**WHEREAS**, on July 16, 2015, pursuant to Administrative Action No. 15-6297, the City authorized a professional services contract with Messer, Rockefeller & Fort, PLLC for legal services necessary to represent former paramedic Johnny Rudder, in an amount not to exceed \$50,000.00; and,

**WHEREAS**, the professional services of Messer, Rockefeller & Fort, PLLC continue to be necessary for additional legal services, such as the preparation of legal documents in connection with finalizing the proposed settlement; **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 Messer, Rockefeller & Fort, PLLC for additional legal services in the matter styled Thomas and Carol Stumpf v. City of Dallas and Johnny Lynn Rudder, Civil Action No. 3:15-CV-1944-N, in an amount not to exceed \$25,000.00, increasing the original contract amount from \$50,000.00 to \$75,000.00.

**Section 2.** That the Chief Financial Officer is hereby authorized to disburse, in periodic payments to Messer, Rockefeller & Fort, PLLC an amount not to exceed \$25,000.00 from Fund 0192, Department ORM, Unit 3890, Obj. 3033, Encumbrance No. ATT019215I004, Vendor No. VC14156.

**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:** August 10, 2016

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** City Manager's Office  
Employees' Retirement Fund

**CMO:** A. C. Gonzalez, 670-3297  
Cheryl Alston, 214-580-7710

**MAPSCO:** N/A

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**SUBJECT**

An ordinance amending Chapter 40A, "Retirement," of the Dallas City Code; **(1)** adding and revising various definitions; **(2)** adding that administrator also means the executive director of the fund; **(3)** providing for staggered terms for elected members of the retirement fund board; **(4)** providing that a sole nominee to an elected board position be declared elected without a membership vote; **(5)** extending the time in which an election must be held to fill a vacancy in an elected board position; **(6)** requiring the board to meet at least quarterly instead of monthly; **(7)** authorizing the board to adopt, upon the recommendation of the fund's actuary, actuarial equivalency factors, actuarial assumptions, interest rates, and mortality tables to be used in Chapter 40A; **(8)** revising the interest assumption used for commuted value of future retirement benefits; **(9)** classifying fund members, inactive members, and retirees as Tier A (if hired before January 1, 2017 or rehired on or after January 1, 2017 with uncanceled or reinstated credited service) and Tier B (if hired, or rehired with canceled and unreinstated credited service, on or after January 1, 2017); **(10)** providing a reduced tier of benefits for Tier B and their beneficiaries and designees (including extending normal retirement age from 60 to 65 with five years of credited service, extending service retirement from 30 to 40 years, increasing the sum of age and amount of credited service from 78 to 80 in calculating retirement eligibility with reduced benefits for under-65 retirees, reducing pension benefits for joint and one-half survivor options, decreasing the percentage multiplier used to calculate benefits from 2.75% to 2.5%, extending the period over which average monthly earnings are calculated, eliminating health benefit supplements, lowering the cap on cost-of-living adjustments, and modifying interest rates on buybacks of credited service after a break in service); **(11)** allowing certain prior service credit with other governmental entities to be used in determining eligibility of a Tier B member to vest or retire, but not in computing benefits; **(12)** providing for selection of a designee to receive a retiree's earned but unpaid final month's pension; increasing the minimum monthly service death or service disability benefit from \$500 to \$1,000;

## SUBJECT (Continued)

(13) providing a Tier B member with a nonservice disability who has at least five years of credited service is eligible for a disability pension if not eligible for a normal, early, or service retirement; (14) allowing a lump sum payment for establishing credited service after a reduction in force to be made in the following calendar year if within 90 days after termination of employment; clarifying that a cost-of-living adjustment cannot reduce pension benefits; (15) clarifying that a leased employee is not an employee under Chapter 40A; (16) deleting the requirement that the city of Dallas provide office space and utilities for the retirement fund; updating legal citations; deleting obsolete provisions; and (17) making certain semantic, grammatical, and structural changes - Financing: No cost consideration to the City

## BACKGROUND

This item is on the addendum to allow sufficient time to compile information as related to the November 8, 2016 special election. The City of Dallas Employees' Retirement Fund (ERF) was established by ordinance in November 1943 and became effective in January 1944 after ratification by the voters of the City of Dallas. Chapter 40A of the Dallas City Code establishes benefits and contribution requirements. ERF is a single-employer defined benefit pension plan sponsored by the City of Dallas (the "City"), and it provides retirement, disability and death benefits to its members.

All employees of the City are members except police officers, firefighters, elected officials, non-salaried appointee members of administrative boards or commissions, part-time employees working less than one-half time, temporary employees, individuals working under contract, and individuals whose salaries are paid in part by another government agency. Members are entitled to retirement benefits at the date of eligibility for retirement or to survivor benefits after two years of service.

ERF's actuarial firm, Gabriel, Roeder, Smith & Company, conducts an annual actuarial valuation. The results of the December 31, 2015 valuation showed an increase in the unfunded actuarial accrued liability. In order to reduce this liability over time, ERF is proposing the following changes to Chapter 40A for employees hired after January 1, 2017:

- Change retirement eligibility requirements;
- Reduce the benefit multiplier from 2.75% to 2.5%;
- Reduce the cost of living adjustment from a maximum of 5% to a maximum of 3%;
- Increase the average monthly earnings calculation from a 3-year average to a 5-year average;
- Change the survivor benefits;
- Eliminate the monthly health supplement; and
- Modifying interest rates on buybacks of credited service after a break in service



**BACKGROUND** (Continued)

Except as provided in Subsection 35(b) of Chapter 40A, Chapter 40A may not be amended except by a proposal initiated by either the board or the city council that results in an ordinance approved by the board, adopted by the city council, and approved by a majority of the voters.

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

On August 9, 2016, the ERF board will vote on the proposed changes to Chapter 40A.

On August 3, 2016, the City Council was briefed on proposed changes to Chapter 40A.

On June 20, 2016, the City Council's Transportation and Trinity River Committee was briefed on the proposed changes to Chapter 40A.

On December 2, 2015, the City Council was briefed on an overview of the Employees' Retirement Fund.

**FISCAL INFORMATION**

No cost consideration to the City

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

An ordinance amending Chapter 40A, “Retirement,” (composed of Sections 40A-1 through 40A-35) of the Dallas City Code, as amended; adding and revising various definitions; adding that administrator also means the executive director of the fund; providing for staggered terms for elected members of the retirement fund board; providing that a sole nominee to an elected board position be declared elected without a membership vote; extending the time in which an election must be held to fill a vacancy in an elected board position; requiring the board to meet at least quarterly instead of monthly; authorizing the board to adopt, upon the recommendation of the fund’s actuary, actuarial equivalency factors, actuarial assumptions, interest rates, and mortality tables to be used in Chapter 40A; revising the interest assumption used for commuted value of future retirement benefits; classifying fund members, inactive members, and retirees as Tier A (if hired before January 1, 2017 or rehired on or after January 1, 2017 with uncanceled or reinstated credited service) and Tier B (if hired, or rehired with canceled and unreinstated credited service, on or after January 1, 2017); providing a reduced tier of benefits for Tier B and their beneficiaries and designees (including extending normal retirement age from 60 to 65 with five years of credited service, extending service retirement from 30 to 40 years, increasing the sum of age and amount of credited service from 78 to 80 in calculating retirement eligibility with reduced benefits for under-65 retirees, reducing pension benefits for joint and one-half survivor options, decreasing the percentage multiplier used to calculate benefits from 2.75% to 2.5%, extending the period over which average monthly earnings are calculated, eliminating health benefit supplements, lowering the cap on cost-of-living adjustments, and modifying interest rates on buybacks of credited service after a break in service); allowing certain prior service credit with other governmental entities to be used in determining eligibility of a Tier B member to vest or retire, but not in computing

benefits; providing for selection of a designee to receive a retiree's earned but unpaid final month's pension; increasing the minimum monthly service death or service disability benefit from \$500 to \$1,000; allowing a lump sum payment for establishing credited service after a reduction in force to be made in the following calendar year if within 90 days after termination of employment; clarifying that a cost-of-living adjustment cannot reduce pension benefits; clarifying that a leased employee is not an employee under Chapter 40A; deleting the requirement that the city of Dallas provide office space and utilities for the retirement fund; updating legal citations; deleting obsolete provisions; making certain semantic, grammatical, and structural changes; providing a saving clause; providing a severability clause; and providing an effective date.

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

SECTION 1. That Chapter 40A, "Retirement," (composed of Sections 40A-1 through 40A-35) of the Dallas City Code, as amended, is amended to read as follows:

**"SEC. 40A-1. DEFINITIONS.**

In this chapter, unless the context clearly indicates otherwise:

(1) **ACTUARIAL EQUIVALENT** means the equivalent in value on the basis of the actuarial factors recommended by the fund's actuary and adopted by the board [~~contained in this chapter~~].

(2) **ACTUARIAL VALUATION REPORT** means the report issued by the fund's actuary and adopted by the board for any relevant period. The board shall provide a copy of each actuarial valuation report to the city promptly after adoption.

(3) **ACTUARIALLY REQUIRED CONTRIBUTION RATE** means, for any fiscal year, a rate of contribution to the fund, expressed as a percentage of members' projected wages for such fiscal year, that is the sum of the following as determined in the actuarial valuation report for the preceding plan year:

(A) the actuarial present value of the pension plan benefits and expenses that are allocated to a valuation period by the actuarial cost method; and

(B) the contribution that will amortize the difference between the actuarial accrued liability of the fund and the actuarial value of the assets of the fund over the period of years required by generally accepted accounting principles.

~~[ACTUARIAL VALUATION REPORT means the report issued by the fund's actuary and adopted by the board for any relevant period. The board shall provide a copy of each actuarial valuation report to the city promptly after adoption.]~~

(4) ACTUARY means a person with at least five years of experience as an actuary working with one or more public retirement systems; and is a fellow of the Society of Actuaries, a member of the American Academy of Actuaries, or an enrolled actuary under the Employees Retirement Income Security Act of 1974 (29 U.S.C. Section 1001 et seq.).

(~~5~~[4]) AVERAGE MONTHLY EARNINGS means wages paid by the city, divided by the number of months of credited service of a member or inactive member, computed for whichever of the following periods is most beneficial to the member or inactive member:

(A) For Tier A members or inactive members, the:

(i) ~~[the]~~ three calendar years of credited service in which the member or inactive member was paid the highest wage;

(ii~~[B]~~) ~~[the]~~ last 6,240 hours [three years] of credited service; or

(iii~~[C]~~) ~~[the]~~ length of credited service [time actually served] if less than three years.

(B) For Tier B members or inactive members, the:

(i) five calendar years of credited service in which the member or inactive member was paid the highest wage;

(ii) last 10,400 hours of credited service; or

(iii) length of credited service if less than five years.

(~~6~~[5]) BASE PENSION means the amount of retirement pension or death benefits as computed under this chapter at the time of retirement or death of a member, inactive member, or retiree.

(~~7~~[6]) BENEFICIARY means a person who is entitled to payment of benefits under this chapter upon the death of a member, inactive member, or retiree.

(~~8~~[7]) BOARD means the board of trustees of the employees' retirement fund of the city of Dallas.

(9[8]) CHILD means an unmarried person whose parent is a member, inactive member, or retiree.

(10[9]) CITY means the city of Dallas, Texas.

(11[0]) CITY COUNCIL means the governing body of the city of Dallas, Texas.

(12[4]) COMMUTED VALUE means the present value of a series of payments to be made in the future, the present value to be calculated using the actuarial interest assumption prescribed in Section 40A-9 as the only discounting factor.

(13) CREDITED SERVICE means any period that a person is paid as an employee of the city and contributes to the fund.

(14[2]) CURRENT ADJUSTED TOTAL OBLIGATION RATE means, for any fiscal year, the rate recommended by the fund's actuary and adopted [~~determined~~] by the board as follows, using whichever formula is applicable:

(A) If the current total obligation rate minus the prior adjusted total obligation rate is greater than three, then the current adjusted total obligation rate for such fiscal year is equal to the lesser of:

(i) the prior adjusted total obligation rate plus one-half times the difference of the current total obligation rate minus the prior adjusted total obligation rate; or

(ii) 110 percent times the prior adjusted total obligation rate; or

(iii) 36 percent.

(B) If the difference between the current total obligation rate and the prior adjusted total obligation rate is less than three, then the current adjusted total obligation rate for such fiscal year is equal to the prior adjusted total obligation rate.

(C) If the prior adjusted total obligation rate minus the current total obligation rate is greater than three, then the current adjusted total obligation rate for such fiscal year is equal to the greater of:

(i) the prior adjusted total obligation rate minus one-half times the difference of the prior adjusted total obligation rate minus the current total obligation rate; or

(ii) 90 percent times the prior adjusted total obligation rate.

(15[3]) CURRENT TOTAL OBLIGATION RATE means, for any fiscal year, the rate adopted by the board that is equal to the sum of the pension obligation bond credit rate for such fiscal year plus the actuarially required contribution rate for such fiscal year.

(16[4]) DEPENDENT PARENT means a member, inactive member, or retiree's parent who is:

(A) totally and permanently disabled and who receives over half of the support for each calendar year from the member, inactive member, or retiree; or

(B) 65 years of age or older.

(17[5]) DESIGNEE means an estate, a person, or an entity selected by:

(A) a member or inactive member to receive a refund of contributions under Section 40A-21(b); [or]

(B) a member, inactive member, or retiree to receive a commuted value lump sum payment under Section 40A-16(e[d]) or 40A-21(c); or

(C) a member, inactive member, or retiree to receive the earned but unpaid portion of the final month's pension due under Section 40A-23(e).

(18[6]) EMPLOYEE:

(A) means[=

(i)——] a person employed by the city on a permanent basis who receives regular compensation from the city; and

[~~(ii) a leased employee, to the extent required by Section 414(n) or 414(o) of the Internal Revenue Code; and]~~

(B) does not mean:

(i) an elective officer or nonsalaried appointive member of an administrative board or commission;

(ii) a person [~~an individual, other than a leased employee,~~] retained [employed] under contract for a definite period or for the performance of a particular service;

(iii) [~~an individual employed on a part time basis of less than one half time;~~]

(iv) a person [~~an individual, other than a leased employee,~~] given a temporary designation for the purpose of employment by the city; [or]

(iv) a leased employee; or

(v) a police officer, firefighter, or fire alarm operator as those categories are defined in the classifications of the personnel department of the city.

(19[7]) FISCAL YEAR means the city's fiscal year, which is the 12-month period commencing October 1 and ending the following September 30.

(20[18]) INACTIVE MEMBER means a person:

(A) who has terminated employment with the city but who has not retired; and

(B) whose contributions to the fund have not been forfeited or withdrawn.

(21[19]) INJURY means an accident resulting in damage or harm to the physical structure of the body.

(22[0]) INTERNAL REVENUE CODE means the Internal Revenue Code of 1986, or its successor, as amended.

(23[1]) LEASED EMPLOYEE means an individual who is not a common law employee of the city but who provides services to the city, if:

(A) such services are performed pursuant to an agreement between the city and another person;

(B) the individual has performed such services for the city or for the city and a related person or persons on a substantially full-time basis for at least one year; and

(C) such services are performed under the primary direction or control of the city.

(24[2]) LEAVE OF ABSENCE means:

(A) leave without pay granted by the city in accordance with a uniform and nondiscriminatory leave policy; or

(B) leave during which a member receives worker's compensation benefits or short-term disability benefits.

(25[3]) MEMBER means an employee who is currently contributing to the retirement fund or who is on an approved leave of absence, but does not include a person establishing credited service under Section 40A-14 after termination of employment because of reduction in force.

(26[4]) NONSERVICE DISABILITY means total and permanent disability caused by injury, sickness, or disease while not in the performance of official city duties.

(27[5]) PARENT has the meaning ascribed to that term in Section 51.02 [44.04] of the Texas Family Code, as amended.

(28) PART-TIME EMPLOYEE means an employee classified as part-time by the city under Section 34-8(c) of this code, as amended.

(29[6]) PENSION means an amount payable monthly to a person eligible to receive death or retirement benefits under the retirement fund.

(30[27]) PENSION OBLIGATION BOND CREDIT RATE means, for any fiscal year, the rate adopted by the board that is a percentage calculated by dividing the:

(A) ~~the~~ debt service due during such fiscal year on any pension obligation bonds, the proceeds of which have been deposited in the fund, by[=]

(B) ~~the~~ total members' projected wages for such fiscal year, as reported in the relevant actuarial valuation report.

(31[28]) PENSION OBLIGATION BONDS means bonds described in Chapter 107 of the Texas Local Government Code (or any successor law that supersedes such chapter) and issued by the city.

(32[29]) PERCENTAGE MULTIPLIER means the percentage by which the average monthly earnings of a member or inactive member is multiplied in order to compute benefits.

(33[0]) PERMANENT BASIS means employment of an individual for an unfixed continuing period.

(34[1]) PERSON means an individual.

(35[2]) PLAN YEAR means the calendar year or other plan year adopted by the board.

(36[3]) PRICE INDEX means the national Consumer Price Index of Urban Wage Earners and Clerical Workers (CPI-W) published by the Bureau of Labor Statistics of the U. S. Department of Labor, or its successor in function.

(37[4]) PRIOR ADJUSTED TOTAL OBLIGATION RATE means, [=]

(A) ~~for the fiscal year commencing October 1, 2006, the current total obligation rate that was effective for the prior fiscal year; and~~



~~(B)~~ for any ~~[each]~~ fiscal year ~~[commencing on or after October 1, 2007]~~, the current adjusted total obligation rate that was effective for the prior fiscal year.

(38~~[5]~~) QUALIFIED RECIPIENT means:

(A) the spouse of a deceased member or inactive member at the time of death of the member or inactive member;

(B) the spouse of a deceased retiree, if the spouse was married to the retiree at the time of retirement and at the time of the retiree's death;

(C) each child of a deceased member, inactive member, or retiree under the age of 18, if the child was alive or had been conceived at the time of death of the member, inactive member, or retiree;

(D) each totally and permanently disabled child of a deceased member, inactive member, or retiree if the child was totally and permanently disabled before the age of 18; and

(E) a parent of a deceased member, inactive member, or retiree who was a dependent parent at the time of death of the member, inactive member, or retiree.

(39) RESTRICTED PRIOR SERVICE CREDIT means service credit for work as a permanent, full-time, paid employee of a government entity, agency, authority, or political subdivision of the United States or its states or territories, performed before employment or re-employment by the city.

(40~~[36]~~) RETIREE means a person who was once a member but who has retired from city employment and is receiving a pension from the fund other than a death benefit.

(41~~[37]~~) RETIREMENT means terminating city employment for a reason other than death and fulfilling all requirements for a pension under this chapter.

(42~~[38]~~) RETIREMENT FUND or FUND means the employees' retirement fund of the city of Dallas and the program of benefits established under this chapter and any rule or regulation established by the board.

~~[(39) SERVICE means any period that a person is paid as an employee of the city and contributes to the retirement fund.]~~

(43~~[0]~~) SERVICE DEATH means the death of a member resulting from an injury sustained while in the performance of official city duties. A death resulting from an injury sustained while in the performance of official city duties does not include:

(A) a death caused by an act of God unless the member in the performance of official city duties was subjected to a greater hazard from an act of God than that to which the general public was subjected;

(B) a death caused by an act of a third person who causes the death of the member because of reasons personal to the third person and not for reasons of the member's employment;

(C) a death caused while the member was attempting to injure or kill another person;

(D) a suicide;

(E) a death while on leave of absence, unless the leave was granted solely because of an injury sustained in the performance of official city duties and the injury was the primary cause of death;

(F) a death while on leave for military active duty; or

(G) a death resulting from an injury in which a contributing factor was the member's ingestion of an alcoholic beverage or illegal ingestion, inhalation, or injection of a controlled substance.

(44[1]) SERVICE DISABILITY means total and permanent disability caused by injury while in the performance of official city duties. An injury while in the performance of official city duties does not include:

(A) an injury caused by an act of God unless the member in the performance of official city duties was subjected to a greater hazard from an act of God than that to which the general public was subjected;

(B) an injury caused by an act of a third person who injures the member because of reasons personal to the third person and not for reasons of the member's employment;

(C) an injury in which a contributing factor was the member's ingestion of an alcoholic beverage or illegal ingestion, inhalation, or injection of a controlled substance;

(D) an injury caused while the member was attempting to injure or kill another person; or

(E) an injury that was self-inflicted.

(45[2]) SPOUSE means the person to whom the member, inactive member, or retiree is married, as evidenced by the last marriage certificate or declaration of informal [common law] marriage on file with the retirement fund [Retirement Fund] and verified by the administrator [Fund] to be valid in the jurisdiction in which the marriage was celebrated.

(46) TIER A means:

(A) a person who was:

(i) employed by the city before January 1, 2017; or

(ii) re-employed or reinstated by the city on or after January 1, 2017, and whose credited service before January 1, 2017, has not been canceled by withdrawal or forfeiture; and

(B) a beneficiary or designee of that person.

(47) TIER B means:

(A) a person who was:

(i) employed by the city on or after January 1, 2017; or

(ii) re-employed or reinstated by the city on or after January 1, 2017, and whose prior credited service has been canceled by withdrawal or forfeiture; and

(B) a beneficiary or designee of that person.

(48[3]) TOTAL AND PERMANENT DISABILITY means the continuing inability of a person to obtain [~~procure~~] and retain any type of employment for compensation as a result of a mental or physical impairment caused by an injury or illness. A person is not under a total or permanent disability if, with reasonable effort and safety to the person, the impairment can be diminished to the extent that the person will not be prevented by the impairment from obtaining [~~procuring~~] and retaining any type of employment for compensation.

(49[4]) TRANSITION YEAR means each of the following:

(A) the first fiscal year in which debt service payments related to pension obligation bonds are due from the city; and

(B) the first fiscal year in which no debt service payments related to pension obligation bonds are due from the city[; ~~and~~

(C) ~~the fiscal year beginning October 1, 2005].~~

(50) VESTED means that a member or inactive member has accumulated sufficient credited service or age to have earned a nonforfeitable right to receive a pension benefit, payable in accordance with the terms of the plan.

(51[45]) WAGE:

(A) means:

(i) wages of an employee as defined in Section 3401(a) of the Internal Revenue Code for income tax withholding, including salary continuation payments made to an employee with a job-related injury or illness;

(ii) compensation that by special rule is excluded from Section 3401(a) of the Internal Revenue Code because of the nature or location of the services performed;

(iii) elective contributions to a plan of ~~[or]~~ deferred compensation ~~[program]~~, including a plan established under Section 125, 401(k), or 457 of the Internal Revenue Code, and elective reductions in compensation for qualified transportation fringe benefits that are excluded from an employee's gross income by reason of Section 132(f)(4) of the Internal Revenue Code; and

(iv) any lump sum payment made at termination of employment for accrued vacation leave or prorated service incentive pay; and

(B) does not mean:

(i) expense reimbursements, expense allowances, car allowances, or moving expenses;

(ii) cash or noncash fringe benefits;

(iii) welfare benefits, including, but not limited to, health benefits or life insurance benefits;

(iv) deferred compensation, unless made under a plan ~~[or program]~~ described in Paragraph (A)(iii) of this subsection;

(v) any lump sum payment made at retirement for accrued sick leave or attendance incentive leave;

(vi) workers compensation benefits, short-term disability benefits, or catastrophic leave benefits; or

(vii) any compensation in excess of the limits imposed by Section 401(a)(17)(A), as adjusted in accordance with Section 401(a)(17)(B), of the Internal Revenue Code.

**SEC. 40A-2. CREATION OF THE RETIREMENT FUND AND BOARD OF TRUSTEES; COMPOSITION AND OFFICERS OF THE BOARD.**

(a) Creation. There is hereby created the employees' retirement fund of the city of Dallas, which is a trust fund, and the board of trustees of the employees' retirement fund of the city of Dallas.

(b) Public entity. The fund is a public entity established for the exclusive purpose of providing benefits to members and their beneficiaries. Except as permitted under this chapter or by state law, t[~~F~~]he employees' retirement fund of the city of Dallas is the name in which all of its business must be transacted, all of its funds invested, and all of its cash, securities, and property held.

(c) Composition of the board.

(1) ~~The [Until March 1, 2005, the board shall be composed of five members consisting of:~~

(A) ~~two persons appointed by the city council who may be city council members;~~

(B) ~~two employees from different departments of the city who are elected by members of the retirement fund and who are members of the retirement fund; and~~

(C) ~~the city auditor.~~

(2) ~~On and after March 1, 2005, the] board shall be composed of seven members consisting of:~~

(A) three persons appointed by the city council who may be city council members;

(B) three employees from different departments of the city who are elected by members of the retirement fund and who are members of the retirement fund; and

(C) the city auditor.

(2) If only one eligible employee is nominated for an elected board position described in Subsection (c)(1)(B) of this section, that employee will be declared elected to that position by the board without requiring an election by the members of the retirement fund.

(d) Chair and vice chair.

(1) The board shall elect a chair and a vice-chair at the first regular [~~monthly~~] meeting each calendar year. The chair shall call a meeting as frequently as necessary to conduct the [at least once a month and at any time there is] business of the board, but not less than quarterly [to be acted upon]. In the absence of the chair, the vice-chair may call meetings or preside over meetings of the board.

(2[e]) If the office of chair or vice-chair becomes vacant, the board will elect a replacement at its next meeting.

**SEC. 40A-3. TERMS AND REMUNERATION OF THE BOARD.**

(a) Terms.

(1) Elected board members. [~~Until March 1, 2005, the elected and appointed members of the board shall serve without remuneration and for terms of two years.~~

(2) ~~On and after March 1, 2005:]~~

(A) On and after January 1, 2017, the three elected positions on the board will be designated Place 1, Place 2, and Place 3, respectively, as determined by the board.

(B) The [the] elected members, including incumbents, of the board shall serve without remuneration and for terms as follows: [of three years, except]

(i) A member elected to Place 1 will serve a three-year term, with the initial term running from January 1, 2017, through December 31, 2019.

(ii) A member elected to Place 2 will serve a three-year term, with the initial term running from January 1, 2019, through December 31, 2021.

(iii) A member elected to Place 3 will serve a three-year term, except that the initial term will be for two years and run from January 1, 2019, through December 31, 2020. [that the first term of the elected position created effective March 1, 2005 ends on December 31, 2006; and]

(2[B]) Appointed board members. The [the] appointed members of the board shall serve without remuneration and for terms of two years.

(b) Vacancy.

(1) A position on the board becomes vacant if the occupant:

(A[4]) was elected as an employee member and is no longer an employee;

(B[2]) was appointed while serving as a city council member and is no longer a city council member; or

(C[3]) gives the chair written notice of resignation from the board.

(2[e]) If a vacancy occurs on the board in a position held by:

(A[1]) [~~in a position held by~~] an elected employee member, the board shall hold an election within 90 [~~60~~] days after the vacancy occurs to fill the unexpired term of the member; or

(B[2]) [~~in a position held by~~] a city council appointee, the city council shall appoint a new member to fill the unexpired term of the member.

#### **SEC. 40A-4. POWERS, DUTIES, AND IMMUNITIES OF THE BOARD.**

(a) In addition to other powers and duties it may have under state or federal law, the board shall have the power and duty to:

(1) administer the retirement fund in accordance with this chapter for the exclusive purposes of providing benefits to members, inactive members, retirees, and their beneficiaries and defraying reasonable expenses of administering the fund;

(2) adopt rules and regulations not inconsistent with this chapter and the constitution and laws of this state;

(3) invest, reinvest, alter, and change the funds of the retirement fund with the care, skill, prudence, and diligence under the prevailing circumstances that a prudent person acting in like capacity and familiar with matters of the type would use in the conduct of an enterprise with a like character and like aims;

(4) diversify the investments of the fund to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so;

(5) pay for professional services out of [~~income from~~] investments of the retirement fund when it is actuarially determined that the payments will not have an adverse effect on payment of benefits and when in the judgment of the board the services are necessary;

(6) appoint an administrator and authorize employees to carry out the business of the board;

(7) establish rates of compensation for employees of the retirement fund, subject to the approval of the city council and in accordance with civil service rules of the city;

(8) correct administrative errors and remedy any effects of those errors;

(9) make a final determination of the eligibility of a member, inactive member, retiree, or beneficiary for a normal, early, service, or disability pension or death benefits;

(10) issue subpoenas for the attendance of witnesses and the production of records, papers, or other objects, administer oaths to witnesses, and examine witnesses on any matter relating to the payment of benefits of the retirement fund;

- (11) determine the time, method, and manner of election to the board;
  - (12) prepare and adopt a budget;
  - (13) pay for fiduciary insurance out of [~~income from~~] investments of the retirement fund when it is actuarially determined that the payments will not have an adverse effect on payment of benefits and when in the judgment of the board the services are necessary;
  - (14) pay for the costs of administration out of [~~income from~~] investments of the retirement fund when it is actuarially determined that the payments will not have an adverse effect on payment of benefits and when in the judgment of the board the costs are necessary;
  - (15) sue and be sued in the name of the fund;
  - (16) appoint an actuary and adopt actuarial assumptions for the fund;
  - (17) appoint such other professionals as it deems appropriate and necessary;
  - (18) interpret this chapter as necessary to resolve any problems created by any ambiguities, inconsistencies, or omissions that might be found in this chapter;
  - (19) direct the fund's actuarial firm to perform an annual experience review of assumptions as part of its annual actuarial valuation;
  - (20) direct the fund's actuarial firm to perform a complete analysis of actuarial assumptions as frequently as the board deems necessary, but not less frequently than every five years; and
  - (21) engage a second actuarial firm to perform an actuarial peer review/audit as the board deems necessary.
- (b) The board may not cause [~~use~~] the fund to engage in a transaction if the board knows or should know that the transaction directly or indirectly constitutes a prohibited transaction under Section 503(b) of the Internal Revenue Code.
- (c) No expenditures may be made from the retirement fund without the approval of the board by resolution or by adoption of its budget.
- (d) The board shall adopt the actuarially required contribution rate, the current adjusted total obligation rate, the current total obligation rate, and the pension obligation bond credit rate for each fiscal year no later than [~~commencing on or after October 1, 2005 by~~] June 1 of the preceding fiscal year, and shall promptly notify the city manager of the adoption.
- (e) At least every five plan years, or in accordance with state law, whichever is sooner, [~~three plan years,~~] the board shall provide 60 days' notice to the city manager:



(1) that the board intends to engage a second actuarial firm to perform an actuarial peer review/audit; and

(2) the name of the actuarial firm the board intends to engage.

If, within the 60 days, the city manager objects to the actuarial firm selected, the board shall seek another actuarial firm to perform the peer review/audit and re-notify the city manager. This process shall repeat until the city manager no longer objects to the actuarial firm the board intends to engage. The board shall then engage such actuarial firm for such purpose. If the process described in Section 40A-7.1 is used, the requirements of this subsection shall be satisfied for the plan year in which the process concludes.

(f) ~~[Quorum and vote of the board.]~~ The

~~[(1) Until March 1, 2005, the board shall meet at any time to act on business, and three members of the board constitute a quorum. The approval of three members of the board is necessary for any motion of the board to carry.~~

~~(2) On and after March 1, 2005, the]~~ board shall meet at any time after posting timely notice as required by law. Four ~~[to act on business, and four]~~ members of the board constitute a quorum. The approval of four members of the board is necessary for any motion of the board to carry.

(g) The board is not liable for its acts and conduct or any losses incurred in the administration of the retirement fund, the management of the assets of the fund, or the investment of the fund if the board has met the standards set forth in Subsections (a) and (b) of this section and in Sections 40A-4.1 and 40A-4.2.

(h) If the board, in good faith, is in doubt as to the construction or interpretation of any provision of this chapter, or has any other question that may arise during the administration of the retirement fund, the board may resolve all such doubts and questions without obtaining a judicial construction. All constructions and interpretations made by the board are binding and conclusive.

(i) The board may consult with an actuary, attorney, physician, or accountant, who may also be employed by the city. The board is not liable for any act or conduct that was performed in good faith reliance on the opinion of an actuary, attorney, physician, or accountant with respect to an actuarial, legal, medical, or accounting matter, respectively.

#### **SEC. 40A-4.1. INVESTMENT MANAGERS; FIDUCIARY DUTIES.**

(a) The board may appoint investment managers for the fund by contracting for professional investment management services with one or more organizations, which may include a bank if it has a trust department, that are in the business of managing investments.

(b) To be eligible for appointment under this section, an investment manager must be:

(1) an organization registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.);

(2) a bank as defined by that Act; or

(3) an insurance company qualified to perform investment services under the laws of more than one state.

(c) In a contract made under this section, the board shall specify any policies, requirements, or restrictions, including criteria for determining the quality of investments and for the use of standard rating services, that the board may adopt for investment of the fund.

(d) In choosing and contracting for professional investment management services and in continuing the use of an investment manager, the board must act prudently and in the interest of the members, inactive members, retirees, and their beneficiaries.

(e) The board is not liable for the acts or omissions of an investment manager appointed under this section, nor is the board obligated to invest or otherwise manage any asset of the fund subject to management by the investment manager.

(f) An investment manager appointed under this section shall acknowledge in writing the manager's fiduciary responsibilities to the fund, which include the same duties assigned to the board in Section 40A-4(a)(1), (3), and (4).

(g) The investment standards provided by Section 40A-4(a) and (b) and the policies, requirements, and restrictions adopted under this section are the only standards, policies, requirements, and restrictions governing the investment of funds of the retirement fund by an investment manager or by the board during a 90-day interim between professional investment management services. Any other standard, policy, requirement, or restriction provided by law is suspended and not applicable during a time, and for 90 days after a time, in which an investment manager is responsible for investment of fund assets. If an investment manager has not begun managing investments before the 91st day after the date of termination of the services of a previous investment manager, the standards, policies, requirements, and restrictions otherwise provided by law are applicable until the date professional investment management services are resumed.

#### **SEC. 40A-4.2. INVESTMENT CUSTODY ACCOUNT.**

(a) If the board contracts for professional investment management services, it also shall enter into an investment custody account agreement designating one or more banks, ~~[or]~~ depository trust companies, or brokerage firms meeting the requirements under Section 802.205(d) of the Texas Government Code, as amended, to serve as custodian for the ~~[all]~~ assets allocated to or generated under the contract.

(b) Under an investment custody account agreement, the board shall require the designated custodian to perform the duties and assume the responsibilities for funds under the

contract for which the agreement is established that are performed and assumed, in the absence of a contract, by the custodian of system funds.

#### **SEC. 40A-5. ADMINISTRATOR OF THE RETIREMENT FUND.**

(a) The administrator of the retirement fund shall carry out the business of the board and keep a record of the proceedings of the board.

(b) ~~The administrator, i~~The administrator, in accordance with civil service rules of the city, ~~[the administrator]~~ may appoint and hire deputies ~~[assistants]~~ and other employees.

(c) The administrator shall serve at the will of the board.

(d) The administrator is the “plan administrator,” as that term is defined in 26 U.S.C. 414(g).

(e) Whenever the term “executive director” is used in relation to the retirement fund in any plan documents, contracts, resolutions, or other documents generated by the board or the fund, or in any city ordinances, resolutions, or contracts related to the fund, that term will mean “administrator.”

#### **SEC. 40A-6. EMPLOYEE CONTRIBUTIONS.**

(a) Members. Every employee must be a member of the fund except:

(1) a retiree re-employed by the city, who may elect not to contribute to the fund under Section 40A-(~~20~~) [~~19~~]; or

(2) a leased employee who is not eligible to contribute to the fund.

(b) Contribution amount.

(1) ~~[For each pay period ending before October 1, 2005, each member shall contribute to the retirement fund an amount equal to 6-1/2 percent of the member’s wages for the pay period.~~

(~~2~~) For each pay period ending during a transition year, each member shall contribute to the retirement fund an amount equal to 37 percent times the current total obligation rate for that fiscal year times the member’s wages for the pay period.

(~~2~~~~3~~) For each pay period ending during a a [~~each~~] fiscal year other than [~~commencing on or after October 1, 2005, except for~~] a transition year, each member shall contribute to the retirement fund an amount equal to 37 percent times the current adjusted total obligation rate for that fiscal year times the member’s wages for the pay period.

(c) Deductions. The contributions by each member receiving compensation from the city will normally be made by means of deduction on each payday.

(d) Discontinuing contributions.

(1) No member may discontinue contributions to the retirement fund unless the member is on:

(A[4]) [~~on~~] unpaid leave for military active duty; or

(B[2]) [~~on~~] a leave of absence.

(2[e]) A member who discontinues contributions to the retirement fund under Subsection (d)(1[2])(B) will have any retirement or death benefits computed based on credited service established at the date of discontinuance.

**SEC. 40A-7. CITY CONTRIBUTIONS.**

(a) Contribution amount.

(1) [~~For each pay period ending before October 1, 2005, the city shall contribute to the retirement fund an amount equal to 11 percent times the members' wages for the pay period.~~

(2) For each pay period ending during a transition year, the city shall contribute to the retirement fund an amount equal to:

(A) 63 percent times the current total obligation rate for that fiscal year times the members' wages for the pay period, minus

(B) the pension obligation bond credit rate for that fiscal year times the members' wages for the pay period.

(2[3]) For each pay period ending during a each fiscal year other than [~~commencing on or after October 1, 2005, except for~~] a transition year, the city shall contribute to the retirement fund an amount equal to:

(A) 63 percent times the current adjusted total obligation rate for that fiscal year times the members' wages for the pay period, minus

(B) the pension obligation bond credit rate for that fiscal year times the members' wages for the pay period.

(b) The city shall provide for costs of administration of the retirement fund, if the board determines that payment of the costs by the retirement fund will have an adverse effect on payment of benefits and that the costs are necessary. The city may modify any budget provision for administrative costs that it is being asked to fund under this subsection.

(c) The total contributions of the employees and the city must be forwarded by the city to the retirement fund not later than the end of each week for all contributions made as to the pay period ending in that week.

~~(d) [The city will provide to the retirement fund adequate office space and the associated utilities without charge.]~~

~~(e)]~~ The city may not contribute to the retirement fund for an employee on leave of absence or unpaid leave for military active duty.

~~(e[f])~~ The city may not withdraw its contribution previously made to the retirement fund. Nothing in this subsection prohibits the administrative adjustment of future contributions for erroneously made prior contributions, if the adjustment is made within 60 days after the error is made or discovered, whichever occurs later.

~~(f[g])~~ All payments and benefits provided for in this chapter must be made from the retirement fund. There is no obligation on the part of the city, the board, or the employees to provide for payment of benefits from any other source, nor is there any liability on the city or the employees to make any contribution other than those specified in this section and Section 40A-6.

#### **SEC. 40A-7.1. MODIFICATION OF CONTRIBUTION RATES.**

(a) Notwithstanding the provisions of Sections 40A-4(d), 40A-6, and 40A-7, for any fiscal year in which the prior adjusted total obligation rate does not equal the current adjusted total obligation rate, the city may, within 45 days after receiving notice of the rates adopted by the board under Section 40A-4(d), retain at its complete discretion its own actuary who shall calculate member and city contributions to the fund based on the methods, assumptions, projections, and calculations determined by the actuary employed by the city; provided, however, that the actuarial assumptions must be consistent with the terms of this chapter. If the city's actuary agrees with the board's actuary, the determinations of the board's actuary shall be used to determine member and city contributions to the fund for the fiscal year.

(b) If there is a dispute between the actuary employed by the board and the actuary employed by the city with respect to the required member and/or city contributions to the fund for a fiscal year, the two actuaries shall attempt to resolve their differences. If the two actuaries resolve their differences, they shall sign a document setting forth the underlying actuarial methods, assumptions, projections, and calculations, and the resulting actuarially required contribution rate, current adjusted total contribution rate, current total obligation rate, and pension obligation bond credit rate, all of which shall be adopted by the board and used to determine member and city contributions to the fund for the fiscal year if the dispute is resolved prior to the commencement of the fiscal year; unless the board determines, in its discretion, that the conclusions agreed to by the two actuaries are not actuarially sound, in which case the board shall adopt sound actuarial assumptions and the resulting actuarially required contribution rate, current adjusted total obligation rate, current total obligation rate, and pension obligation bond credit rate.

(c) If the differences between the two actuaries cannot be resolved within 90 days after the appointment of the second actuary, the board shall retain a third actuary based upon the joint recommendation of the other two actuaries. The third actuary shall review and calculate member and city contributions to the fund based on the methods, assumptions, projections, and calculations determined by the third actuary; provided, however, that the actuarial assumptions must be consistent with the terms of this chapter. The board, the city, and their respective actuaries shall cooperate with the third actuary and promptly provide such information as the third actuary reasonably requests. The three actuaries shall confer regarding the actuarial dispute between the city's and the board's actuaries, and shall attempt to resolve their differences. If any two of the three actuaries agree regarding the underlying actuarial methods, assumptions, projections, and calculations, and the resulting actuarially required contribution rate, current adjusted total obligation rate, current total obligation rate, and pension obligation bond credit rate, such joint determinations shall be communicated in writing to the board and adopted by the board and used in establishing the member and city contributions to the fund for the fiscal year if the dispute is resolved prior to the commencement of the fiscal year; unless the board determines, in its discretion, that the conclusions agreed upon are not actuarially sound, in which case the board shall adopt sound actuarial assumptions and the resulting actuarially required contribution rate, current adjusted total obligation rate, current total obligation rate, and pension obligation bond credit rate.

(d) If a dispute described in this Section 40A-7.1 is not resolved prior to the commencement of the fiscal year, the member and city contributions to the fund for such fiscal year (as a percentage of wages) shall be the same as the prior fiscal year.

(e) Notwithstanding Section 40A-1(~~37~~[~~34~~]), for any fiscal year in which the process described in this Section 40A-7.1 results in a change in the current adjusted total obligation rate, then the prior adjusted total obligation rate for the succeeding fiscal year shall be deemed to be the current adjusted total obligation rate determined by the board through the process described in this section.

#### **SEC. 40A-8. EFFECT OF MEMBERSHIP IN THE RETIREMENT FUND.**

A person, by becoming or remaining a member, inactive member, retiree, or beneficiary of the retirement fund, binds the person and the person's heirs, administrators, executors, legal representatives, beneficiaries, and survivors to all provisions of this chapter.

#### **SEC. 40A-9. ACTUARIAL ASSUMPTIONS.**

(a) Except when specifically provided otherwise in this chapter, the board, upon recommendation of the fund's actuary, shall adopt and establish reasonable [When an] actuarial assumptions [is required under this chapter], interest rates, and mortality tables to be used under this chapter. [the following will apply:]

(b[+]) When determining the commuted value of future benefits under the fund during a particular calendar year, the five-year average of the [a] 10-year treasury bond (calculated as of the last business day of each of the last five years averaged together) is the [percent] interest assumption that must be used.

~~[(2) When calculating service retirement pension benefits for a person who retires before age 50, a five percent interest assumption must be used.~~

~~(3) When calculating the cost of benefits under the fund, the following mortality tables must be used:~~

~~(A) 1965 Railroad Disabled Life Mortality Table, for disability retirement pension benefits; and~~

~~(B) 1984 Unisex Mortality Table, set back four years, for all benefits under the fund except disability retirement pension benefits.]~~

(c[4]) When calculating the limits under Section 415 of the Internal Revenue Code, the applicable mortality table and applicable interest rate determined by the United States secretary of the treasury and in effect at the time of the calculation must be used.

#### **SEC. 40A-10. CREDITED SERVICE; COMPUTATION OF BENEFITS.**

(a) A retiree or a beneficiary is entitled to benefits of the retirement fund on the basis of credited service established while a member.

(b) Credited service includes:

(1) the length of credited service performed by the member or inactive member before retirement for which contributions to the fund have not been withdrawn or forfeited;

(2) the length of credited service performed by the member or inactive member prior to withdrawal or forfeiture of contributions to the fund if the credited service has been reinstated under Section 40A-11;

(3) the length of credited service for military active duty under Section 40A-12;

(4) the amount of vacation leave for which the member or inactive member received lump sum payment at termination of employment;

(5) the amount of credited service that is established at the time of a reduction in force in accordance with Section 40A-14; and

(6) the amount of credited service established by a retiree who is re-employed by the city and elects to contribute to the fund in accordance with Section 40A-~~20~~[19].

(c) For purposes of determining eligibility to retire, but not for purposes of computing benefits, a part-time ~~ann~~ employee shall receive one year of credited service upon completion of

1,000 hours of service in any 12-consecutive-month period beginning on the employee's date of employment or employment anniversary date.

(d) For the purpose of computing benefits, a member is deemed to be on leave of absence during any portion of a work period for which the member does not receive wages from the city, including, but not limited to, any time for which the member does not receive wages as a result of part-time employment or pro rata compensation. A member receiving sick leave or salary continuation payments in an amount coordinated with workers compensation payments is deemed to be receiving wages for that portion of time covered by sick leave and salary continuation payments and to be on leave of absence for that portion of time covered by workers compensation payments.

(e) Benefits may not exceed 100 percent of the average monthly earnings of the member or inactive member.

(f) For a Tier A member or inactive member, benefits [Benefits] are computed at the rate of 2-3/4 percent of the average monthly earnings of the member or inactive member for the total amount [each full year] of credited service by the member or inactive member. Benefits will be prorated for each partial year of credited service.

(g) For a Tier B member or inactive member, benefits are computed at the rate of 1-1/2 percent of the average monthly earnings of the member or inactive member for the total amount of credited service by the member or inactive member. Benefits will be prorated for each partial year of credited service.

(h) Benefits will be computed under this chapter without regard to gender.

**SEC. 40A-10.1. RESTRICTED PRIOR SERVICE CREDIT.**

(a) A Tier B member may be eligible for restricted prior service credit to be used in determining a member's eligibility to vest or retire, but not toward calculating benefits under this chapter.

(b) To be eligible, a Tier B member must apply for restricted prior service credit not later than three years after the date of employment or re-employment by the city. The application must be on a form approved by the administrator and must be submitted to the administrator. Upon verification of prior restricted service, the administrator shall grant the credit.

**SEC. 40A-11. CREDITED SERVICE FOR EMPLOYMENT BEFORE A BREAK IN SERVICE.**

(a) An eligible member whose credited service in the fund was canceled by withdrawal or forfeiture of contributions may reinstate the credited service.

(b) To be eligible to reinstate credited service under this section, a member must have:



(1) returned to employment with the city and resumed contributing to the fund within six years of the end of the period of service for which credit was canceled; and

(2) continuously contributed to the fund for 12 consecutive months after returning to city employment.

(c) A member may reinstate credited service only during the 24-month period beginning on the ~~later of:~~

~~(1) January 1, 1992; or~~

~~(2)]~~ completion of 12 consecutive months of service following a cancellation of credited service.

(d) A member shall have only one period of time under this section in which to reinstate credited service canceled by any single withdrawal or forfeiture of contributions.

(e) An eligible member choosing to reinstate credited service must reinstate either all of the credited service canceled by a single withdrawal or forfeiture or the amount of credited service canceled by a single withdrawal or forfeiture that is needed to make the member eligible for pension benefits equal to 100 percent of the member's average monthly earnings on the date of reinstatement. Where reinstatement of a portion of credited service is authorized under this subsection, the member must reinstate credited service from the last earned to the first earned.

(f) An eligible member may reinstate credited service as follows:

(1) If credited service was canceled by withdrawal of contributions,

(A) a Tier A member must deposit [by depositing] in the fund a lump sum equal to the amount withdrawn, or portion of the amount withdrawn where full credited service is not to be reinstated, plus interest of 7-1/2 percent compounded annually from the date of withdrawal to the date of reinstatement[, if credited service was canceled by withdrawal of contributions]; and [or]

(B) a Tier B member must deposit in the fund a lump sum equal to the amount withdrawn, or portion of the amount withdrawn where full credited service is not to be reinstated, plus interest at a rate equal to the highest actuarial rate of return assumption used during the withdrawal period compounded annually from the date of withdrawal to the date of reinstatement.

(2) If credited service was canceled by forfeiture of contributions, the member must file [by filing] an application for reinstatement on a form approved by the administrator and submit the application to the administrator[, if credited service was canceled by forfeiture of contributions].

(g) If an eligible member has more than one break in service during which credited service was canceled, the credited service must be reinstated from the last canceled to the first canceled.

**SEC. 40A-12. CREDITED SERVICE FOR MILITARY ACTIVE DUTY.**

(a) A member with a break in service for military active duty is entitled to credited service for the period of military active duty not exceeding five years if the time is spent in the service of the armed forces of the United States, provided the member satisfactorily completes active service and returns to the service of the city after the member's discharge within the period described by law, if any.

(b) Benefits of a member allowed under Subsection (a) for the period of the break in service for military active duty is computed at the appropriate rate of the average monthly earnings of the member on the date the break in service for military active duty was granted for each year the member is on military active duty.

(c) Notwithstanding any other provision to the contrary, contributions, benefits, and service with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

(d) If a member dies while performing qualified military service (as defined in Section 414(u) of the Internal Revenue Code), the beneficiaries of the member are entitled to any additional benefits (other than benefits relating to the period of qualified military service) that would have been provided if the member had returned to service and then died.

**SEC. 40A-13. CREDITED SERVICE FOR LEAVE OF ABSENCE.**

Except as provided in Section 40A-12, no credited service will be given for time spent on leave of absence.

**SEC. 40A-14. REDUCTION IN FORCE.**

(a) The administrator must be notified in writing by the city manager, or by any department head not under the city manager, each time an employee who is a member is terminated as the result of a reduction in force. The determination of the city manager, or a department head not under the city manager, as to the date and the cause of termination is final and binding.

(b) A [~~Effective November 7, 1991, a~~] person is eligible to establish credited service under this section if the person:

- (1) had five or more years of credited service at the time of termination;
- (2) would have been eligible to retire within two years had employment not been terminated; and
- (3) was designated by the city manager, or by a department head not under the city manager, as being terminated as a result of a reduction in force.

(c) A person eligible under Subsection (b) may establish any amount of credited service desired, up to a maximum of the amount of credited service needed to take the person to the earliest retirement date, by making a lump sum payment of the amount required by Subsection (d):

~~(1)~~ within 90 days after the person's termination date~~;~~ ~~and~~

~~(2)~~ ~~within the same calendar year in which employment was terminated~~].

(d) The amount of contributions required to be paid to establish credited service under Subsection (c) is equal to the employee contribution rate being paid under Section 40A-6 plus the city contribution rate being paid under Section 40A-7 multiplied by the average monthly wage earned by the person during the last 12 full months of service prior to termination multiplied by the number of months of credited service to be established.

(e) Credited [~~S~~]service established under this section will be credited to the person purchasing the credited service on a month-by-month basis as if the person had remained a city employee and a member.

(f) If a person who paid to establish credited service under this section is reinstated as a member before establishing all of the service purchased, then any unused portion of the lump sum payment will be returned to the person without interest, and any uncredited service for which payment was made will be canceled.

(g) If a person who paid to establish credited service under this section dies before establishing all of the credited service purchased, then any unused portion of the lump sum payment will be paid to the beneficiary, or, if there is no beneficiary, to the decedent's estate without interest, and any uncredited service for which payment was made will be canceled.

## **SEC. 40A-15. RETIREMENT.**

(a) A Tier A [~~A~~] inactive member with five or more years of credited service or a Tier A member is eligible for:

(1) a normal retirement pension at age 60;

(2) [~~an early retirement pension at age 55, if credited service began before May 9, 1972;~~

~~(3)~~ an unreduced [~~a~~] service retirement pension at age 50, if the member or inactive member has 30 years of credited service; or

~~(3)~~<sup>[4]</sup> a service retirement pension at any age below age 50, if the member or inactive member has 30 years of credited service, provided that benefits will be actuarially reduced from age 50 in accordance with Section 40A-16(c).

(b) ~~A Tier A member[, or a person establishing credited service under Section 40A-14 through the month in which the retirement occurs,] is eligible for an unreduced [a] service retirement pension at or after age 50 if the person's age and years and partial years of credited service, when added together, total at least 78. [A member may not retire under this subsection while on leave of absence.]~~

(c) A Tier B inactive member with five or more years of credited service or a Tier B member with five or more years of credited service is eligible for:

(1) a normal retirement pension at age 65; or

(2) an unreduced service retirement pension if the member or inactive member has 40 years of credited service.

(d) A Tier B member with five or more years of credited service is eligible for a retirement pension if the person's age and years and partial years of credited service, when added together, total at least 80.

(1) Benefits for a member retiring under Subsection 40A-15(d) before the age of 65 will be actuarially reduced in accordance with Section 40A-16(d).

(2) A member who is eligible to retire under this subsection before the age of 65 may terminate city employment and elect to defer retirement and the receipt of benefits until age 65, at which age the benefits received will not be actuarially reduced under Section 40A-16(d). At any time before the age of 65, the person may revoke this election and choose to retire and receive benefits, which benefits will be actuarially reduced under Section 40A-16 based on the person's age on the date the revocation application is approved by the administrator. The application for an election to defer a retirement as described in Section 40A-15(d) of this chapter or to revoke that election must be on a form approved by the administrator and must be submitted to the administrator. The administrator must approve the application in accordance with rules and procedures adopted by the board.

## **SEC. 40A-16. RETIREMENT PENSION.**

(a) A member or inactive member eligible for a retirement pension is entitled to a pension for life computed on the amount of credited service of the member or inactive member.

(b) Except as provided in Section 40A-18(a), a member or inactive member eligible for a retirement pension is entitled to a pension beginning from the date of eligibility, but not before the member or inactive member's last paid day of employment with the city.

(c) A Tier A member or inactive member eligible for a service retirement pension who retires before the age of 50 is entitled to the following percentage of a [normal pension] benefit calculated under Section 40A-10(f):

<u>Age</u>	<u>Percentage</u>
49	93.3
48	87.2
47	81.5
46	76.3
45	71.5
44	67.0

(d) A Tier B member eligible for an early retirement pension under Section 40A-15(d) of this chapter who retires before the age of 65 is entitled to a benefit calculated under Section 40A-10(g) and then reduced in accordance with actuarially equivalent factors adopted by the board and in effect at the time of the member's retirement. These actuarially equivalent factors may not be given effect for at least six months after their adoption by the board. Copies of the actuarially equivalent factors must be maintained in the fund office and published on the fund's website.

(e) The following retirement options are payable from the fund:

(1) Life with a 10 year certain option. Under this option, a retiree will receive an unreduced pension for life. If the retiree dies before 120 monthly payments have been made, then an unreduced pension will be paid to the designated beneficiary or beneficiaries for the remainder of 10 years from the effective date of the retiree's retirement. Only qualified recipients of the retiree are eligible to be beneficiaries. If the retiree dies and if all designated beneficiaries die or cease to be eligible before 120 monthly payments have been made, then a final payment equal to the commuted value of the balance of the 120 monthly payments will be paid in the following order of priority:

- (A) to one or more designees; or
- (B) if no designee exists, to the retiree's estate.

(2) Joint and one-half survivor option. Under this option, a Tier A retiree will receive an unreduced pension for life and, after the retiree's death, one-half of the unreduced pension will be paid for the life of one beneficiary designated by the retiree before retirement. A Tier B retiree will receive an actuarially reduced pension for life and, after the retiree's death, one-half of the reduced pension will be paid for the life of one beneficiary designated by the retiree before retirement. Only a qualified recipient of the retiree other than one described in Section 40A-1(38[35])(C) is eligible to be the beneficiary. If both the retiree and the designated beneficiary die before 120 monthly payments have been made, then a final payment equal to the commuted value

of the balance of the 120 monthly payments will be made to one or more designees or, if no designee exists, to the estate of the last person entitled to monthly benefits.

(3) Joint and full survivor option. Under this option, a retiree will receive an actuarially-reduced pension for life and, after the retiree's death, the same pension will be paid for the life of one beneficiary designated by the retiree before retirement. Only a qualified recipient of the retiree other than one designated in Section 40A-1(38[35])(C) is eligible to be the beneficiary. If both the retiree and the designated beneficiary die before 120 monthly payments have been made, then a final payment equal to the commuted value of the balance of the 120 monthly payments will be made to one or more designees or, if no designee exists, to the estate of the last person entitled to monthly benefits.

(f[e]) Except as provided in Subsection (g[f]), at the time of a normal, early, service, or disability retirement, a member or inactive member may select either a:

- (1) [a] joint and one-half survivor option; or
- (2) [a] life with a 10 year certain option.

(g[f]) At the time of normal, early, service, or disability retirement, a member who is eligible by age and years of credited service for a normal, early, or service retirement pension or a member or inactive member who is retiring with 15 or more years of credited service may select:

- (1) a joint and one-half survivor option;
- (2) a life with a 10 year certain option; or
- (3) a joint and full survivor option.

(h[g]) Each retiring member or inactive member who is married shall designate the spouse as beneficiary under the joint and full survivor option, if eligible to select that option, or under the joint and one-half survivor option, if not eligible to select the joint and full survivor option. Any other designation of a beneficiary or selection of a retirement option will be effective only if agreed to by the spouse in writing on a form filed with the administrator.

(i[h]) Except as provided in Section 40A-20[19], a retirement option may not be changed after the effective date of retirement.

#### **SEC. 40A-17.           DISABILITY RETIREMENT.**

(a) Any member or inactive member who is totally and permanently disabled with a service disability is eligible for a disability retirement pension.

(b) Any member who is totally and permanently disabled with a nonservice disability and who has five or more years of credited service is eligible for a disability retirement pension.

(c) Any inactive member who is totally and permanently disabled with a nonservice disability and who has 10 or more years of credited service is eligible for a disability retirement pension.

(d) The board shall determine the disability of a member or inactive member. The determination of the board is final.

**SEC. 40A-18. DISABILITY RETIREMENT PENSION.**

(a) A member or inactive member is not eligible for a disability retirement pension until 90 days after the member or inactive member's last working day before being disabled, or until application is made to the board, whichever occurs later.

(b) A member or inactive member eligible for a disability retirement pension is entitled to a disability retirement pension for life with benefits computed at the rates reflected in Section 40A-10, subject to the following minimums:

(1) The minimum disability retirement pension payable for a nonservice disability is equal to 10 times the percentage multiplier used in computing benefits of the member or inactive member on the date of retirement multiplied by the member or inactive member's average monthly earnings.

(2) The minimum disability retirement pension payable for a service disability is equal to the greater of:

(A) \$1,000 [500] a month, regardless of the date of retirement; or

(B) 10 times the percentage multiplier used in computing benefits of the member or inactive member on the date of retirement multiplied by the member or inactive member's average monthly earnings.

**SEC. 40A-19. TERMINATION OF A DISABILITY RETIREMENT PENSION  
[RE-EMPLOYMENT OF A RETIREE].**

(a) A retiree entitled to a disability retirement pension may not receive a disability retirement pension if the retiree:

(1) does not submit, when requested by the administrator, a truthful sworn affidavit stating any earnings from any gainful activity;

(2) is re-employed by the city or capable of performing the duties of the position previously held with the city;

(3) refuses, when requested by the administrator, to submit to a medical examination by a doctor approved by the board;

(4) is found to be earning or be capable of earning compensation in an amount greater than \$250 per month, whether or not such a position is available; or

(5) is found to be involved in any gainful activity not commensurate with health limits imposed by the attending physician.

(b) The board shall discontinue a disability retirement pension if it determines that one of the conditions of Subsection (a) exists. The determination by the board is final.

(c) A person whose disability retirement pension is discontinued under this section is entitled to other benefits payable under the fund for all credited service previously accrued and not canceled by forfeiture or refund of contributions. Any refund of the person's contributions based on credited service previously accrued will be made without interest, less any previous retirement pension payments.

~~[(a) If a retiree is re-employed by the city in a position normally covered by the fund, the retiree:~~

~~(1) irrevocably waives all rights to payment of pension benefits for the period of re-employment; and~~

~~(2) may elect to become a member and contribute to the retirement fund during the period of re-employment.~~

~~(b) Upon termination of re-employment of a retiree who elects to contribute to the fund under Subsection (a), pension benefits will be calculated as follows:~~

~~(1) If the period of re-employment was for less than 12 months, pension benefits for the credited service from which the person had previously retired will be reinstated in the form and amount previously paid, modified by any intervening cost of living adjustments. Pension benefits for credited service for the period of re-employment will be calculated in accordance with the formulas and options available under the fund on the date of termination of re-employment.~~

~~(2) If the period of re-employment was for at least 12 months, the person may choose to have pension benefits paid in accordance with Paragraph (1) of this subsection or calculated on all credited service for all periods of employment in accordance with the formulas and options available under the fund on the date of termination of re-employment. If the new election changes or adds a retirement option or designated beneficiary for a period of credited service from which the person had previously retired and the change would have a negative actuarial effect on the fund, the pension benefits will be reduced by an amount calculated by the fund's actuary as necessary to prevent the loss.~~

~~(c) A retiree re-employed by the city who does not contribute to the fund is, after termination of re-employment, entitled to those pension benefits payable on the date of re-employment, modified by any intervening cost of living adjustments.]~~



**SEC. 40A-20. RE-EMPLOYMENT OF A RETIREE ~~[TERMINATION OF A DISABILITY RETIREMENT PENSION]~~.**

(a) If a retiree is re-employed by the city in a position normally covered by the fund, the retiree:

(1) irrevocably waives all rights to payment of pension benefits for the period of re-employment; and

(2) may elect to become a member and contribute to the retirement fund during the period of re-employment.

(b) Upon termination of re-employment of a retiree who elects to contribute to the fund under Subsection (a), pension benefits will be calculated as follows:

(1) If the period of re-employment was for less than 12 months, pension benefits for the credited service from which the person had previously retired will be reinstated in the form and amount previously paid, modified by any intervening cost-of-living adjustments. Pension benefits for credited service for the period of re-employment will be calculated in accordance with the formulas and options available under the fund on the date of termination of re-employment.

(2) If the period of re-employment was for at least 12 months, the person may choose to have pension benefits paid in accordance with Paragraph (1) of this subsection or calculated on all credited service for all periods of employment in accordance with the formulas and options available under the fund on the date of termination of re-employment. If the new election changes or adds a retirement option or designated beneficiary for a period of credited service from which the person had previously retired and the change would have a negative actuarial effect on the fund, the pension benefits will be reduced by an amount calculated by the fund's actuary as necessary to prevent the loss.

(c) A retiree re-employed by the city who does not contribute to the fund is, after termination of re-employment, entitled to those pension benefits payable on the date of re-employment, modified by any intervening cost-of-living adjustments.

~~[(a) A retiree entitled to a disability retirement pension may not receive a disability retirement pension if the retiree:~~

~~(1) does not submit, when requested by the administrator, a truthful sworn affidavit stating any earnings from any gainful activity;~~

~~(2) is re-employed by the city or capable of performing the duties of the position previously held with the city;~~

~~(3) refuses, when requested by the administrator, to submit to a medical examination by a doctor approved by the board;~~

~~(4) is found to be earning or be capable of earning compensation in an amount greater than \$250 per month, whether or not such a position is available; or~~

~~(5) is found to be involved in any gainful activity not commensurate with health limits imposed by the attending physician.~~

~~(b) The board shall discontinue a disability retirement pension if it determines that one of the conditions of Subsection (a) exists. The determination by the board is final.~~

~~(c) A person whose disability retirement pension is discontinued under this section is entitled to other benefits payable under the fund for all credited service previously accrued and not canceled by forfeiture or refund of contributions. Any refund of the person's contributions based on credited service previously accrued will be made without interest, less any previous retirement pension payments.]~~

#### **SEC. 40A-20.1. SELECTION OF A DESIGNEE.**

(a) A member, inactive member, or retiree may at any time select a designee or designees or change a previous selection of a designee or designees.

(b) If a designee is a former spouse, the designation must have been signed by the member, inactive member, or retiree after the divorce, or the designation of the former spouse is void.

(c) A designee who is a person must be alive at the time payment is due, or the designation of that person is void. A designee that is an entity must be in existence at the time payment is due, or the designation of that entity is void.

(d) Any selection of a designee by a member or inactive member must be ratified at the time of retirement, or it becomes void.

#### **SEC. 40A-21. DEATH BENEFITS BEFORE RETIREMENT.**

(a) Before retirement, a member or inactive member is eligible for the death benefits described in this section.

(b) Refund of contributions.

(1) If a member who is not eligible to retire by both age and years of credited service dies with less than two years of credited service, a refund of the member's contributions will be paid to one or more designees or, if no designee exists, to the member's estate.

(2) If an inactive member who terminated city employment without having at least five years of credited service dies before receiving a refund of contributions, a refund of the contributions will be paid to one or more designees or, if no designee exists, to the inactive member's estate, except that if more than three years have passed between the date of termination of city employment and the date of death, then the contributions are forfeited under Section 40A-30 and are not refundable.

(c) Death benefit options.

(1) 10 year certain option. Under this option, the designated beneficiary or beneficiaries will receive an unreduced pension for 120 months. Only qualified recipients of the member or inactive member are eligible to be beneficiaries. If all beneficiaries die or cease to be eligible before 120 monthly payments have been made, then a lump sum payment equal to the commuted value of the balance of the 120 monthly payments will be paid in the following order of priority:

(A) to one or more designees; or

(B) if no designee exists, to the estate of the member or inactive member.

(2) One-half survivor option. Under this option, one designated beneficiary will receive one-half of an unreduced pension for life. Only a qualified recipient of the member or inactive member other than one described in Section 40A-1(~~38~~[~~35~~])(C) is eligible to be the beneficiary. If the designated beneficiary dies or ceases to be eligible before 120 monthly payments have been made, then a lump sum payment equal to the commuted value of the balance of the 120 monthly payments will be paid in the following order of priority:

(A) to one or more designees;

(B) if no designee exists and if an eligible beneficiary survived the member or inactive member, to the estate of the beneficiary; or

(C) if no designee exists and if no eligible beneficiary survived the member or inactive member, to the estate of the member or inactive member.

(3) Full survivor option. Under this option, one designated beneficiary will receive a reduced pension for life based upon the relative ages of the member or inactive member and the beneficiary on the day before the member or inactive member's death in an amount actuarially equivalent to an unreduced pension payable to the member or inactive member. Only a qualified recipient of the member or inactive member other than one described in Section 40A-1(~~38~~[~~35~~])(C) is eligible to be the beneficiary. If the designated beneficiary dies or ceases to be eligible before 120 monthly payments have been made, then a lump sum payment equal to the commuted value of the balance of the 120 monthly payments will be paid in the following order of priority:

(A) to one or more designees;

(B) if no designee exists and if an eligible beneficiary survived the member or inactive member, to the estate of the beneficiary; or

(C) if no designee exists and if no eligible beneficiary survived the member or inactive member, to the estate of the member or inactive member.

(d) If an inactive member dies with at least five years, but less than 15 years, of credited service, a death benefit is payable in accordance with this subsection. The pension will not be reduced because of the age of the inactive member. The pension will be based upon the inactive member's actual credited service or 10 years credited service, whichever is greater, and the benefit formulas in effect at the time of termination of city employment. The death benefit will be paid as either:

(1) a 10 year certain option; or

(2) a one-half survivor option.

(e) If a member who is not described in Subsection (f) dies with at least two years, but less than 15 years, of credited service, a death benefit is payable in accordance with this subsection. The pension will not be reduced because of the age of the member. The pension will be based upon the member's actual credited service or 10 years credited service, whichever is greater. The death benefit will be paid as either:

(1) a 10 year certain option; or

(2) a one-half survivor option.

(f) If a member who is eligible to retire by both age and years of credited service or a member or inactive member who has at least 15 years of credited service dies, a death benefit is payable in accordance with this subsection. The pension will not be reduced because of the age of the member or inactive member. The pension will be based upon the member or inactive member's actual credited service or 10 years credited service, whichever is greater. The death benefit will be paid as either:

(1) a 10 year certain option; or

(2) a full survivor option.

(g) Death benefits for any service death will be determined as follows:

(1) The benefits will be computed using the greater of:

(A) the decedent's actual credited service; or

(B) 10 times the percentage multiplier used in computing benefits of the decedent on the date of death multiplied by the decedent's average monthly earnings.

(2) The benefits may never be less than \$1,000 [~~500~~] per month, regardless of the date of death, or the amount computed under Paragraph (1) of this subsection, whichever is greater.

(h) If two or more beneficiaries are entitled to pension payments from the account of a deceased member or inactive member and one of the beneficiaries dies or becomes ineligible, then that beneficiary's share of the pension will be divided equally among any remaining beneficiaries.

#### **SEC. 40A-22. SELECTION OF DEATH BENEFITS PRIOR TO RETIREMENT.**

(a) A member or inactive member described in Section 40A-21(d), (e), (f), or (g) is eligible to select a death benefit option for the payment of a pension as provided by those provisions. The selected option will become effective only if the member or inactive member dies while eligible to select the option.

(b) Designation of beneficiaries.

(1) Each member or inactive member who is married at the time a death benefit option is selected shall designate the spouse as beneficiary under the full survivor option or, if not eligible for the full survivor option, under the one-half survivor option. Any other designation of a beneficiary or selection of a death benefit option will become effective only if agreed to by the spouse in writing on a form filed with the administrator.

(2) A death benefit option that designates a spouse as beneficiary becomes void if the member or inactive member and the spouse become divorced.

(3) Upon the marriage of a member or inactive member, a death benefit option that does not designate the new spouse as beneficiary under either the full survivor option or the one-half survivor option becomes void.

(c) If a member or inactive member selects a one-half survivor option, and the member or inactive member is eligible to select a full survivor option at the time of death, then benefits under a full survivor option will be paid.

(d) If an eligible member or inactive member dies without having selected a death benefit option or if the selection cannot be made effective, the surviving spouse may select an option as if the member or inactive member had made the selection. If there is no surviving spouse, the personal representative of the estate of the member or inactive member may make the selection for the benefit of the qualified recipients. If there are no qualified recipients, then a lump sum payment equal to the commuted value of a 10 year certain option will be paid to the estate of the member or inactive member.

**SEC. 40A-23. DEATH BENEFITS AFTER RETIREMENT.**

(a) A retiree who dies shall have death benefits determined and distributed in accordance with the provisions of the retirement option selected at retirement.

(b) If two or more beneficiaries are entitled to a pension upon a retiree's death and one of the beneficiaries subsequently dies or becomes ineligible, then that beneficiary's share of the pension will be divided equally among any remaining beneficiaries.

(c) If a retiree marries after retirement, the spouse of this marriage is not eligible for any retirement benefit from the fund other than as the retiree's heir, ~~or~~ devisee, or designee.

(d) If the retiree is divorced, the former spouse has no right to benefits except as provided in Section 40A-34(b).

(e) When a retiree or beneficiary dies, the earned but unpaid portion of the final month's benefit will be paid as follows:

(1) To the beneficiary or beneficiaries entitled to future monthly benefits from the fund, to be divided in the same proportional shares as the future monthly benefits are to be divided.

(2) If there are no future monthly benefits payable, then to the decedent's surviving spouse, if any.

(3) If there are no future monthly benefits payable and if there is no surviving spouse, then to the executor or administrator of the decedent's estate, if any.

(4) If there are no future monthly benefits payable, if there is no surviving spouse, and if no executor or administrator has been named within 120 days of the decedent's death, then to the decedent's heirs as established by an affidavit of heirship filed with the administrator of the retirement fund.

**SEC. 40A-24. DEATH BENEFITS TO MINORS.**

If a minor is entitled to benefits from the retirement fund, the board must pay the benefits to the minor's legal guardian or, until one is appointed, the minor's natural guardian, who shall be entitled to receive the benefits for the best interest of the child.

**SEC. 40A-25. BENEFITS TO INCOMPETENT RETIREES OR BENEFICIARIES.**

If a court has appointed a personal representative of a retiree or qualified recipient entitled to benefits from the retirement fund, the board shall pay those benefits to the court-appointed representative.

**SEC. 40A-26. DIRECT ROLLOVER.**

(a) [~~This section applies to distributions made on or after January 1, 1993.~~] Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions. In this section:

(1) **ELIGIBLE ROLLOVER DISTRIBUTION** means any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:

(A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the distributee or the joint lives or joint life expectancies of the distributee and the distributee's designated beneficiary, or for a specified period of 10 years or more;

(B) any distribution to the extent such distribution is required under Section 401(a)(9) of the Internal Revenue Code; or

(C) any distribution that is made upon hardship of the employee.

(2) **ELIGIBLE RETIREMENT PLAN** means an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Internal Revenue Code, an eligible deferred compensation plan that is maintained by an eligible employer described in Section 457(e)(1) of the Internal Revenue Code, an annuity contract described in Section 403(b) of the Internal Revenue Code, or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. An eligible retirement plan means only an individual retirement account or individual retirement annuity in the case of an eligible rollover distribution for a designated beneficiary that is not:

(A) the surviving spouse; or

(B) an alternate payee under a qualified domestic relations order who is a spouse or former spouse.

(3) **DISTRIBUTEES** means:

(A) an employee or former employee;

(B) the employee or former employee's surviving spouse;

(C) an alternate payee under a qualified domestic relations order who is the employee or former employee's spouse or former spouse, but only with regard to the interest of the spouse or former spouse under the qualified domestic relations order; or

(D) the employee or former employee's designated beneficiary.

(4) DIRECT ROLLOVER means a payment by the plan to the eligible retirement plan specified by the distributee.

(5) DESIGNATED BENEFICIARY means an individual who is designated to receive an eligible rollover distribution.

#### **SEC. 40A-27. HEALTH BENEFIT SUPPLEMENTS.**

(a) ~~A Tier A retiree or beneficiary is eligible for a [Retirements and deaths after December 31, 1991. A] health benefit supplement [will be paid for each account on which payments become effective after December 31, 1991] in addition to the amount otherwise payable under the fund. The health benefit supplement is equal to \$25 a month for each full year of credited service or \$125 a month, whichever is less. Payment of the health benefit supplement will be prorated for each partial year of credited service.~~

(b) ~~[Retirements and deaths before January 1, 1992. Beginning January 1, 1992, the board shall pay a health benefit supplement of:~~

~~(1) \$125 a month for each account on which payments became effective on or before April 4, 1987, regardless of the amount of credited service;~~

~~(2) \$125 a month for each account on which payments are being made as a result of a service death or service disability, regardless of the date payments began; and~~

~~(3) \$25 a month for each full year of credited service or \$125 a month, whichever is less, for each account in pay status on December 31, 1991 that is not described in Paragraph (1) or (2) of this subsection.~~

~~(e)] If more than one beneficiary is receiving a pension from the account of a deceased member, inactive member, or retiree, the health benefit supplement will be divided among the beneficiaries in shares proportionate to their rights to the pension.~~

~~(c[d]) A health benefit supplement is not includable when calculating lump sum death benefit payments.~~

(d) Health benefit supplements attributable to retirements and deaths that occurred before January 1, 2017 shall not be reduced by reason of Subsection (a).

(e) A Tier B retiree or beneficiary is not eligible for any health benefit supplement.



**SEC. 40A-28. COST-OF-LIVING ADJUSTMENT TO BENEFITS.**

(a) On January 1 of each year, a cost-of-living adjustment will be made to the base pension payable to each retiree or beneficiary, if the person was entitled to a base pension on or before December 31 of the preceding year. If a base pension becomes payable during the 12 months preceding the cost-of-living adjustment, the adjustment will be prorated, with one-twelfth being paid for each whole or part month from the date the base pension became payable to the end of the year.

(1) A health benefit supplement under Section 40A-27 is not base pension and is not subject to any cost-of-living adjustment.

(2) The minimum amount payable as a disability retirement pension for a service disability under Section 40A-18(b)(2) or as death benefits for a service death under Section 40A-21(g)(2) will be considered the base pension for computing cost-of-living adjustments unless a greater base pension is payable under this chapter.

(b) The cost-of-living adjustment to the base pension will be made by using one of the following methods, whichever is the most beneficial to the retiree or beneficiary:

(1) the percentage of change in the price index for October of the current year over October of the previous year, up to:

(A) five percent for a Tier A retiree or beneficiary; or

(B) three percent for a Tier B retiree or beneficiary; or

(2) the percentage of the annual average change of the price index for the latest 12 months available, up to:

(A) five percent for a Tier A retiree or beneficiary; or

(B) three percent for a Tier B retiree or beneficiary.

(c) The cost-of-living adjustment may not reduce benefits of a retiree or beneficiary [~~below the base pension~~].

(d) In addition to the regular cost-of-living adjustment payable under Subsection (a) of this section, the board may from time to time grant an additional temporary or permanent adjustment if there exists investment income in excess of that needed to maintain the actuarial soundness of the fund. The adjustment is discretionary with the board in both its grant and application after the board has considered the funding of the increase and the relative needs of the retirees and beneficiaries. The adjustment may not increase or decrease the base pension of the retirees and beneficiaries. Any discretionary adjustment granted by the board under this subsection will not become effective unless approved by an ordinance or resolution of the city council.

**SEC. 40A-29.           TERMINATION OF CITY EMPLOYMENT PRIOR TO RETIREMENT; BENEFITS.**

(a) A member with five or more years of credited service who terminates employment before becoming eligible for a normal, early, or service retirement pension is entitled to:

(1) a refund of contributions to the retirement fund, without interest, any time after termination, less any previous retirement pension payments; or

(2) payment of a retirement pension and benefits at the time the member becomes eligible.

(b) An inactive member with more than 10 years of credited service who terminated employment before becoming eligible for a normal, early, or service retirement pension is eligible to apply for a disability retirement pension as provided in Section 40A-17.

(c) A member with less than five years of credited service at the time of termination of employment who does not retire or withdraw contributions to the fund and who is later re-employed:

(1) before contributions are forfeited under Section 40A-30(b), shall have any pension benefits payable for all periods of credited service based on the provisions of the fund in effect on the date of termination of re-employment;

(2) after contributions are forfeited under Section 40A-30(b), but who reinstates credited service by filing the application required under Section 40A-11, shall have pension benefits payable for all periods of credited service based on provisions of the fund in effect on the date of termination of re-employment; or

(3) after contributions are forfeited under Section 40A-30(b), but who is not eligible to reinstate credited service under Section 40A-11, shall be treated as a new employee by the fund and have no right to pension benefits based on the period of canceled credited service.

(d) A member with five or more years of credited service at the time of termination of employment who does not retire or withdraw contributions to the fund and who is later re-employed for:

(1) [~~for~~] less than 12 full months of continuous service, shall have pension benefits payable on the period of credited service earned prior to the break in service based on provisions of the fund in effect at the time such service ended, while pension benefits for the period of credited service earned during re-employment will be based on provisions of the fund in effect on the date of termination of re-employment;

(2) [~~for~~] at least 12 full months of continuous service, shall have pension benefits payable on all periods of credited service based on provisions of the fund in effect on the date of termination of re-employment.

**SEC. 40A-30. REFUND OR FORFEITURE OF CONTRIBUTIONS.**

(a) A member who terminates employment without either retiring or having sufficient credited service to retire at a future date is entitled to the amount of the member's contributions to the retirement fund, without interest, less any previous retirement pension payments, except as provided by federal law.

(b) A member who terminates employment without either retiring or having sufficient credited service to retire at a future date must make written application with the retirement fund for the refund of the member's contributions within three years of the date of termination or all of the member's rights to a refund of contributions will be forfeited, and the contribution will remain in the retirement fund.

(c) Actuarial gains and forfeitures of employee or city contributions must be applied to reduce the cost of the fund and may not be used to increase benefits otherwise payable under the fund.

**SEC. 40A-31. LEAVE OF ABSENCE.**

(a) A member on leave of absence, who is eligible to retire because of disability or because of age and length of credited service, is entitled to:

(1) receive a pension for normal, early, or service retirement; or

(2) receive a pension for disability retirement or have death benefits paid to the beneficiaries if the leave of absence was granted for sickness or injury.

(b) The administrator of the retirement fund must be notified in writing by the city manager, or by any department head not under the city manager, of a member who has been granted a leave of absence and must be furnished with a copy of a written authorization for the leave of absence.

(c) A leave of absence will be regarded for retirement fund purposes as a break in service and not as a termination of employment.

**SEC. 40A-32. LEAVE FOR MILITARY ACTIVE DUTY.**

The administrator of the retirement fund must be notified in writing by the city manager, or by any department head not under the city manager, of a member who has been granted a leave for military active duty and must be furnished with a copy of a written authorization for the leave.

**SEC. 40A-33. COMPLIANCE WITH FEDERAL TAX LAWS.**

(a) A member or survivor of a member of the pension system may not accrue a retirement pension, or any other benefit under this chapter, in excess of the benefit limits applicable

to the fund under Section 415 of the Internal Revenue Code. The board shall reduce the amount of any benefit that exceeds those limits by the amount of the excess. If total benefits under this fund and the benefits and contributions to which any member is entitled under any other qualified plans maintained by the city would otherwise exceed the applicable limits under Section 415 of the Internal Revenue Code, the benefits the member would otherwise receive from the fund shall be reduced to the extent necessary to enable the benefits to comply with Section 415. The limits shall be adjusted annually in accordance with Section 415(d) of the Internal Revenue Code. The annual adjustment shall apply to the benefits of both active and inactive members and shall apply without regard to whether retirement benefits are being received.

(b) The total salary taken into account for any purpose for any member of the pension system may not exceed the limit imposed pursuant to Section 401(a)(17) of the Internal Revenue Code for any year (\$360,000 for an eligible participant and \$245,000 for an ineligible participant for 2009). These dollar limits shall be adjusted from time to time in accordance with guidelines provided by the United States secretary of the treasury. For purposes of this subsection, an eligible participant is a person who first became an active member before 1996, and an ineligible participant is a member who is not an eligible participant.

(c) Amounts representing forfeited nonvested benefits of terminated members may not be used to increase benefits payable from the fund.

(d) Distribution of benefits must begin not later than April 1 of the year following the calendar year during which the member entitled to the benefits becomes 70-1/2 years of age or terminates employment with the city, whichever is later, and must otherwise conform to Section 401(a)(9) of the Internal Revenue Code.

(e) ~~[Termination of the retirement fund and discontinuance of city contributions.]~~ If the retirement fund is fully terminated or partially terminated, as determined by the Internal Revenue Service, or if all city contributions to the retirement fund are discontinued, the rights of each member affected by the termination or discontinuance that have accrued at the date of termination or discontinuance will be fully vested to the extent funded.

(f) It is intended that the provisions of this chapter be construed and administered in such a manner that the fund's program of benefits will be considered a qualified plan under Section 401(a) of the Internal Revenue Code. In determining qualification status under Section 401(a), the fund's program of benefits will be considered the primary retirement plan for members of the fund.

(g) The right of each member to such member's interest accrued under this chapter shall become 100 percent vested, if not already vested, upon the member's attainment of normal retirement age, and the member shall have a right to terminate employment and commence to receive a pension at that time.

#### **SEC. 40A-34. NONALIENATION AND NONREDUCTION OF BENEFITS.**

(a) Title/ownership. Except with respect to fund assets subject to a securities lending agreement, the legal and equitable title and ownership of all assets at any time constituting a part

of the fund will be and remain with the board, and neither the city nor any member or other person who may be entitled to benefits under the fund shall ever have any legal or equitable estate in the fund, except to receive distributions lawfully made in accordance with this chapter.

(b) Qualified domestic relations orders. The administrator shall determine whether a domestic relations order is ~~[In the event of receipt of]~~ a valid qualified domestic relations order, and the determination by the administrator may be appealed only to the board. In the event of receipt of a valid qualified domestic relations order, the interest in the fund of the member, inactive member, or retiree will be divided between the member, inactive member, or retiree and the spouse, former spouse, or child in accordance with the terms of the order as follows:

(1) A spouse or former spouse who is named as an alternate payee is entitled to receive a court-ordered lump sum distribution of accumulated employee contributions or monthly pension benefit in the form of payments for life. If the actuarial value of the pension is less than \$10,000 ~~[3,500]~~, the board, at its option, may pay the actuarial present value to the alternate payee as a lump sum. A lump sum distribution of a portion of the member, or inactive member, or retiree's contributions, but not of annuity payments, may be made to an alternate payee who is a spouse or former spouse if such distribution is authorized by a qualified domestic relations order, even if the earliest retirement age has not been reached.

(2) A child who is named as an alternate payee is entitled to receive a part of the retiree's monthly pension benefit in an amount ordered by the court. Payments will terminate on the date designated by the court or upon the retiree's death, whichever occurs first. Payments may be made to a person legally authorized to receive them on behalf of the child.

(3) All rights and benefits provided to the member, inactive member, or retiree are subject to the rights afforded to any alternate payee under a valid qualified domestic relations order that meets the requirements of this section.

(4) For purposes of this section, alternate payee, domestic relations order, and qualified domestic relations order have the meanings given under Texas Government Code Chapter 804 ~~[Section 414(p) of the Internal Revenue Code]~~, as in effect on January 1, 2017.

(c) Exemptions. Contributions and benefits payable under the retirement fund are exempt from attachment, execution, garnishment, judgments, and all other suits or claims, with the exception of a "qualified domestic relations order," and are not assignable or transferable.

(d) Waiver of benefits.

(1) A person may, on a form prescribed by and filed with the administrator, waive all or a portion of any benefits from the retirement fund to which the person is entitled. A person may revoke a waiver of benefits in the same manner as the original waiver was made, unless the original waiver by its terms was made irrevocable.

(2) A waiver or a revocation of a waiver applies only to benefits that become payable on or after the date the document is filed.

(3) Unless otherwise expressly provided for in this chapter, the board may not take action to reduce an individual pension.

**SEC. 40A-35. AMENDMENT TO THIS CHAPTER.**

(a) Except as provided in Subsection (b) of this section, this chapter may not be amended except by a proposal initiated by either the board or the city council that results in an ordinance approved by the board, adopted by the city council, and approved by a majority of the voters voting at a general or special election.

(b) A provision of this chapter, other than this section, that is determined by the board to require amendment in order to comply with federal law may be amended by ordinance of the city council, without voter approval, upon recommendation of the board. The board shall recommend the exact amending language to be included in the ordinance, which language may not be limited or added to by the city council. An amendment may be made under this subsection only to the extent necessary to comply with federal law.”

SECTION 2. That Chapter 40A of the Dallas City Code, as amended, will remain in full force and effect, save and except as amended by this ordinance.

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

SECTION 4. That this ordinance will take effect on January 1, 2017, subject to its approval by the voters of the City of Dallas in a special election on November 8, 2016, and publication, and it is accordingly so ordained.

APPROVED AS TO FORM:

CHRISTOPHER D. BOWERS, Interim City Attorney

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

Passed \_\_\_\_\_

**KEY FOCUS AREA:** E-Gov  
**AGENDA DATE:** August 10, 2016  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** City Secretary  
**CMO:** Rosa A. Rios, 670-5654  
**MAPSCO:** N/A

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**SUBJECT**

An ordinance ordering a special election to be held in the city of Dallas on November 8, 2016 on the question of amending Chapter 40A of the Dallas City Code, known as the employees' retirement fund of the city of Dallas - Financing: No cost consideration to the City

**BACKGROUND**

This item is on the addendum to allow sufficient time to compile information as related to the November 8, 2016 special election.

The City of Dallas Employees' Retirement Fund (ERF) was established by ordinance in November 1943 and became effective in January 1944 after ratification by the voters of the City of Dallas. Chapter 40A of the Dallas City Code establishes benefits and contribution requirements, and the requirements for changing them. ERF is a single-employer defined benefit pension plan sponsored by the City of Dallas (the "City"), and it provides retirement, disability and death benefits to its members.

All employees of the City are members except police officers, fire fighters, elected officials, non-salaried appointee members of administrative boards or commissions, part-time employees working less than one-half time, temporary employees, individuals working under contract, and individuals whose salaries are paid in part by another government agency. Members are entitled to retirement benefits at the date of eligibility for retirement or to survivor benefits after two years of service.

The ERF's actuarial firm, Gabriel Roeder Smith & Company, conducts an annual actuarial valuation. The results of the December 31, 2015 valuation showed an increase in the unfunded actuarial accrued liability. In order to reduce this liability over time, the ERF is proposing certain benefit changes to City Code Chapter 40A for employees hired after January 1, 2017.

## **BACKGROUND** (Continued)

City Code Chapter 40A requires all interested parties to approve any changes – Dallas ERF Board, Dallas City Council and the voters of the City of Dallas. Except as provided in Subsection 35(b), the current ordinance may not be amended except by a proposal initiated by either the board or the city council that results in an ordinance approved by the board, adopted by the city council, and approved by a majority of the voters voting at a special election.

This action orders a special election on retirement fund amendments in accordance with the provisions of Section 3.005 of the Texas Election Code. Section 3.005 of the Texas Election Code requires that an election must be ordered not later than the 62nd day before election day. For the November 8 election date, the deadline for ordering the election is August 22, 2016.

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

On December 2, 2015, the City Council was briefed on the Employees' Retirement Fund Overview.

On June 20, 2016, the City Council Transportation and Trinity River Committee was briefed on the proposed changes to City Code Chapter 40A.

On August 3, 2016, the City Council was briefed on the proposed changes to City Code Chapter 40A.

On August 9, 2016, the ERF board is scheduled to vote on the proposed changes to City Code Chapter 40A for new civilian employees hired on or after January 1, 2017.

## **FISCAL INFORMATION**

No cost consideration to the City.



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

An ordinance ordering a special election to be held in the city of Dallas on November 8, 2016, on the question of amending Chapter 40A of the Dallas City Code, known as the employees' retirement fund of the city of Dallas; prescribing the form of the ballot; designating polling places; providing for the use of an electronic voting system for early voting by personal appearance and a computerized voting system for voting on election day and early voting by mail; permitting only resident qualified voters to vote; providing for early voting; providing for an early voting ballot board to process early voting; providing for notice of the election; and providing an effective date.

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

SECTION 1. That a special election is ordered to be held in the city of Dallas on Tuesday, November 8, 2016, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of submitting to the qualified voters of the city of Dallas one proposition on the question of amending Chapter 40A of the Dallas City Code, known as the employees' retirement fund of the city of Dallas.

SECTION 2. That an electronic and computerized voting system must be used for voting at and on the date of the special election in compliance with the provisions of the Texas Election Code, as amended, and the vote must be upon an official ballot prepared in such a manner as will permit the voters to vote "For" or "Against" the proposition submitted, with the proposition to be expressed on the official ballot in a form substantially as follows:

PROPOSITION NO. 1

Shall Chapter 40A of the Dallas City Code, known as the employees' retirement fund of the City of Dallas, be amended in accordance with Ordinance No. \_\_\_\_\_, to: add and revise various definitions; add that administrator also means the executive director of the fund; provide for staggered terms for elected members of the retirement fund board; provide that a sole nominee to an elected board position be declared elected without a membership vote; extend the time in which an election must be held to fill a vacancy in an elected board position; require the board to meet at least quarterly instead of monthly; authorize the board to adopt, upon the recommendation of the fund's actuary, actuarial equivalency factors, actuarial assumptions, interest rates, and mortality tables to be used in Chapter 40A; revise the interest assumption used for commuted value of future retirement benefits; classify fund members, inactive members, and retirees as Tier A (if hired before January 1, 2017 or rehired on or after January 1, 2017 with uncanceled or reinstated credited service) and Tier B (if hired, or rehired with canceled and unreinstated credited service,

on or after January 1, 2017); provide a reduced tier of benefits for Tier B and their beneficiaries and designees (including extending normal retirement age from 60 to 65 with five years of credited service, extending service retirement from 30 to 40 years, increasing the sum of age and amount of credited service from 78 to 80 in calculating retirement eligibility with reduced benefits for under-65 retirees, reducing pension benefits for joint and one-half survivor options, decreasing the percentage multiplier used to calculate benefits from 2.75% to 2.5%, extending the period over which average monthly earnings are calculated, eliminating health benefit supplements, lowering the cap on cost-of-living adjustments, and modifying interest rates on buybacks of credited service after a break in service); allow certain prior service credit with other governmental entities to be used in determining eligibility of a Tier B member to vest or retire, but not in computing benefits; provide for selection of a designee to receive a retiree's earned but unpaid final month's pension; increase the minimum monthly service death or service disability benefit from \$500 to \$1,000; allow a lump sum payment for establishing credited service after a reduction in force to be made in the following calendar year if within 90 days after termination of employment; clarify that a cost-of-living adjustment cannot reduce pension benefits; clarify that a leased employee is not an employee under Chapter 40A; delete the requirement that the city of Dallas provide office space and utilities for the retirement fund; update legal citations; delete obsolete provisions; and make certain semantic, grammatical, and structural changes.

#### PROPOSICIÓN NO. 1

Se deberá enmendar el Capítulo 40A del Código de la Ciudad de Dallas, conocido como el fondo de jubilación de empleados de la Ciudad de Dallas, en conformidad con la Ordenanza No. \_\_\_\_\_ para: añadir y revisar diversas definiciones; añadir que administrador también significa director ejecutivo del fondo; disponer mandatos intercalados para los miembros electos de la mesa directiva del fondo de jubilación; disponer que un nominado único a una posición electa de la mesa directiva sea declarado electo sin un voto de la membresía; extender el plazo en el que se debe llevar a cabo una elección para cubrir una vacante en una posición electa de la mesa directiva; exigir que la mesa directiva se reúna al menos trimestralmente en lugar de mensualmente; autorizar a la mesa directiva a adoptar, tras la recomendación del actuario del fondo, factores de equivalencia actuarial, suposiciones actuariales, tasas de interés y tablas de mortalidad para ser utilizados en el Capítulo 40A; revisar el supuesto interés utilizado para el valor conmutado de futuros beneficios de jubilación; clasificar miembros del fondo, miembros inactivos, y jubilados como Nivel A (si fueron contratados antes del 1 de enero de 2017 o recontratados a partir del 1 de enero de 2017 con servicio acreditado no cancelado o reintegrado) y Nivel B (si fueron contratados o recontratados con servicio acreditado cancelado y no reintegrado a partir del 1 de enero de 2017); disponer un nivel reducido de beneficios para el Nivel B y sus beneficiarios y representantes designados (incluyendo extender la edad de jubilación normal de 60 a 65 años de edad con cinco años de servicio acreditado, extender jubilación por servicio de 30 a 40 años, aumentar la suma de edad y cantidad de servicio acreditado de 78 a 80 al calcular la elegibilidad para jubilación con beneficios reducidos para los jubilados menores a 65, reducir los beneficios de pensión para sobrevivientes con opciones mancomunada y de 50%, reducir el multiplicador de porcentaje utilizado para calcular beneficios de 2.75% a 2.5%, extender el periodo por el cual se calculan las ganancias mensuales promedio, eliminar beneficios de salud suplementarios, bajar el tope de ajustes por costo de vida, y modificar las tasas de interés en readquisiciones de servicio acreditado después de una interrupción en el servicio); permitir que se utilicen determinados créditos por

servicios previos en otras entidades gubernamentales en la determinación de elegibilidad de un miembro de Nivel B para otorgar o jubilarse, pero no para el cálculo de beneficios; disponer la selección de un representante designado para recibir la pensión ganada, pero no pagada del último mes de un jubilado; aumentar el beneficio mensual mínimo de \$500 a \$1,000 por fallecimiento o incapacidad en servicio; permitir pago de una suma única por establecer servicio acreditado después de una reducción de personal que se realizará el siguiente año calendario si cae dentro de los 90 días posteriores a la finalización de empleo; aclarar que un ajuste al costo de vida no puede reducir los beneficios de pensión; aclarar que un empleado arrendado no es un empleado amparado por el Capítulo 40A; eliminar el requisito de que la ciudad de Dallas debe proveer espacio de oficinas y servicios públicos para el fondo de jubilación; actualizar las citas jurídicas; eliminar disposiciones obsoletas; y realizar determinados cambios semánticos, gramaticales y estructurales.

SECTION 3. That the manner of conducting the special election must be in accordance with the ordinances and charter of the city of Dallas and the laws of the State of Texas applicable to the holding of special elections. The official ballots, together with such other election materials as are required by the Texas Election Code, as amended, must be printed in both the English and Spanish languages and must contain such provisions, markings, and language as may be required by law.

SECTION 4. That the boundaries of the election precincts in which the election is to be held are defined by Ordinance No. 20231 as amended by Ordinance Nos. 20741, 21350, 21579, 22343, 22693, 23348, 24800, 25696, 27484, 28147, 28937, and 29375. Locations of the polling places in the respective election precincts in Dallas, Denton, and Collin Counties are as designated in **Exhibit A**, attached to and made a part of this ordinance by reference.

SECTION 5. That each voter must vote in the precinct in which the voter resides, and only resident qualified voters are entitled to vote.

SECTION 6. That a person qualified to vote and residing in the city of Dallas, but not within any precinct described in Ordinance No. 20231 as amended by Ordinance Nos. 20741, 21350, 21579, 22343, 22693, 23348, 24800, 25696, 27484, 28147, 28937, and 29375 may vote in the precinct nearest the person's residence, and for that purpose the person's residence will be considered as part of that city election precinct. A person who has registered in a city election precinct, but whose residence is not in the city of Dallas, is not entitled to vote in the special election even though the person may own property subject to taxation in the city.

SECTION 7. That early voting by personal appearance will be by the use of an electronic voting system in accordance with the Texas Election Code, as amended. That early voting by mail will be by the use of a computerized voting system in accordance with the Texas Election Code, as amended. Early voting in Dallas, Denton, and Collin Counties will be conducted at the locations and during the dates and times designated in **Exhibit B**, attached to and made a part of this ordinance by reference.

SECTION 8. That applications for early voting ballots to be voted by mail must be mailed to the following:

- For Dallas County: Early Voting Clerk, Dallas County Elections Department, 2377 N. Stemmons Freeway, Suite 820, Dallas, TX 75207.
- For Denton County: Early Voting Clerk, Denton County Elections Administration Office, P.O. Box 1720, Denton, Texas 76202.
- For Collin County: Early Voting Collin County Elections Administration Office, 2010 Redbud Boulevard, Suite 102, McKinney, Texas 75609.

Applications for ballots by mail must be received no later than close of business on Friday, October 28, 2016.

SECTION 9. That the early voting ballots will be processed by an early voting ballot board to be created in accordance with the Texas Election Code, as amended.

SECTION 10. That the mayor, or in the mayor's absence or inability to act, the mayor pro tem, shall give the notice of the special election by causing the notice to be published in a newspaper with the city and posted on the city's public meeting bulletin board in accordance with applicable state law governing notice of special elections.

SECTION 11. That this ordinance will 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:

CHRISTOPHER D. BOWERS, Interim City Attorney

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

Passed \_\_\_\_\_

**EXHIBIT A**

**ELECTION DAY POLLING LOCATIONS**

**DALLAS, COLLIN AND DENTON COUNTIES**

# **ELECTION DAY POLLING LOCATIONS**

## **DALLAS COUNTY**

# DALLAS COUNTY

(Condado de Dallas)

## DISTRICT 1

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
3008	Dallas County Courthouse - Allen	600 Commerce	Dallas	75202
3032	James Bowie Elementary School-DISD	330 N. Marsalis	Dallas	75203
3084	James Bowie Elementary School-DISD	330 N. Marsalis	Dallas	75203
3094	James Bowie Elementary School-DISD	330 N. Marsalis	Dallas	75253
4035	Academy Of Dallas School	2324 S. Vernon	Dallas	75224
4036	The Union Church	3410 S. Polk St.	Dallas	75224
4038	Harrell Budd Elementary School	2121 S. Marsalis Ave.	Dallas	75216
4055	Leslie Stemmons Elementary School	2727 Knoxville St.	Dallas	75211
4056	Palabra De Vida	2550 W. Illinois Ave.	Dallas	75233
4061	Mountain View Church Of Christ	4111 W. Illinois Ave.	Dallas	75211
4062	Lelia P. Cowart Elementary School	1515 S. Ravinia	Dallas	75211
4063	Elmwood El Buen Samaritano United Methodist Church	1220 Newport Ave.	Dallas	75224
4066	Anson Jones Elementary School	3901 Meredith	Dallas	75211
4067	George Peabody Elementary School	3101 Raydell Pl.	Dallas	75211
4068	Lida Hooe Elementary School	2419 Gladstone	Dallas	75211
4069	Winnetka Elementary School	1151 S. Edgefield Ave.	Dallas	75208
4070	John F. Peeler Elementary School	810 S. Llewellyn	Dallas	75208
4071	Dallas County Sub-Courthouse	410 S. Beckley	Dallas	75203
4072	Dallas County Sub-Courthouse	410 S. Beckley	Dallas	75203
4073	Preparing The Way Ministries	2442 W. Jefferson Blvd.	Dallas	75211
4074	Sunset High School	2120 W. Jefferson Blvd.	Dallas	75208
4075	John H. Reagan School	201 N. Adams Ave.	Dallas	75208
4076	Stevens Park Elementary School	2615 W. Colorado Blvd.	Dallas	75211
4077	Rosemont Elementary School	719 N. Montclair Ave.	Dallas	75208
4078	Kidd Springs Recreation Center	711 Canty St.	Dallas	75208
4079	Kessler Park United Methodist Church	1215 Turner Ave.	Dallas	75208
4080	Kidd Springs Recreation Center	711 Canty St.	Dallas	75208
4107	Harrell Budd Elementary School	2121 S. Marsalis Ave.	Dallas	75216
4113	Mountain View Church Of Christ	4111 W. Illinois Ave.	Dallas	75211
4114	Lelia P. Cowart Elementary School	1515 S. Ravinia	Dallas	75211
4115	Kidd Springs Recreation Center	711 Canty St.	Dallas	75208
4300	Cockrell Hill City Hall	4125 W. Clarendon Dr.	Cockrell Hill	75211



# DALLAS COUNTY

*(Condado de Dallas)*

## DISTRICT 2

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
1014	Multiple Careers Magnet Center	4528 Rusk Ave.	Dallas	75204
1015	Multiple Careers Magnet Center	4528 Rusk Ave.	Dallas	75204
1018	Ben Milam Elementary School - Dallas ISD	4200 McKinney Ave.	Dallas	75205
1069	Grace United Methodist Church	4105 Junius St.	Dallas	75246
1070	Grace United Methodist Church	4105 Junius St.	Dallas	75246
1073	Junius Heights Baptist Church	5429 Reiger Ave.	Dallas	75214
1074	Samuell Grand Recreation Center	6200 E. Grand Ave.	Dallas	75223
1075	Samuell Grand Recreation Center	6200 E. Grand Ave.	Dallas	75223
1078	Bayles Elementary School	2444 Telegraph	Dallas	75228
1112	St. Luke Community United Methodist Church	5710 E. R. L. Thornton	Dallas	75223
1119	St. Luke Community United Methodist Church	5710 E. R. L. Thornton	Dallas	75223
1120	J.F.K. Learning Center	1802 Moser Ave.	Dallas	75206
1122	Grace United Methodist Church	4105 Junius St.	Dallas	75246
1130	Multiple Careers Magnet Center	4528 Rusk Ave.	Dallas	75204
1131	Grace United Methodist Church	4105 Junius St.	Dallas	75246
1132	Grace United Methodist Church	4105 Junius St.	Dallas	75246
2034	Henry W. Longfellow Middle School	5314 Boaz	Dallas	75209
3005	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
3006	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
3008	Dallas County Courthouse - Allen	600 Commerce	Dallas	75202
3010	Exall Park Recreation Center	1355 Adair St.	Dallas	75204
3011	St. Edwards Catholic Church	4033 Elm St.	Dallas	75226
3016	Bill J. Priest Institute	1402 Corinth St.	Dallas	75215
3019	James Madison High School	3000 MLK Blvd.	Dallas	75215
3020	Irma Rangel-Young Women's School	1718 Robert B. Cullum Blvd.	Dallas	75210
3089	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
3090	St. Edwards Catholic Church	4033 Elm St.	Dallas	75226
3094	James Bowie Elementary School-DISD	330 N. Marsalis	Dallas	75203
4009	David G. Burnet Elementary School	3201 Kinkaid Dr.	Dallas	75220
4010	Stephen Foster Elementary School	3700 Clover Ln.	Dallas	75220
4011	Stephen Foster Elementary School	3700 Clover Ln.	Dallas	75220
4014	Sudie Williams Elementary School	4518 Pomona	Dallas	75209
4015	North Park Community Development Corporation	4619 W. University Blvd.	Dallas	75209
4016	K. B. Polk Center	6911 Victoria	Dallas	75209
4017	Maple Lawn Elementary School	3120 Inwood Rd.	Dallas	75235
4018	Maple Lawn Elementary School	3120 Inwood Rd.	Dallas	75235
4019	Arlington Park Recreation Center	1505 Record Crossing	Dallas	75235
4020	Maple Lawn Elementary School	3120 Inwood Rd.	Dallas	75235
4021	Bethany Presbyterian Church	4523 Cedar Springs	Dallas	75219
4022	Esperanza Medrano Elementary School	2221 Lucas Dr.	Dallas	75219
4023	Arlington Park Recreation Center	1505 Record Crossing	Dallas	75235
4032	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
4033	Dallas Fire Station #1	1901 Irving Blvd.	Dallas	75207
4086	Grauwlyer Park Recreation Center	7780 Harry Hines Blvd.	Dallas	75235
4087	Bachman Therapeutic Recreation Center	2750 Bachman Dr.	Dallas	75220
4088	Bachman Therapeutic Recreation Center	2750 Bachman Dr.	Dallas	75220
4100	Esperanza Medrano Elementary School	2221 Lucas Dr.	Dallas	75219
4102	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
4103	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
4104	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
4105	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
4118	Grauwlyer Park Recreation Center	7780 Harry Hines Blvd.	Dallas	75235
4119	Bachman Therapeutic Recreation Center	2750 Bachman Dr.	Dallas	75220
4120	Bachman Therapeutic Recreation Center	2750 Bachman Dr.	Dallas	75220

# DALLAS COUNTY

*(Condado de Dallas)*

## DISTRICT 3

Precinct <i>(Recinto)</i>	Voting Location <i>(Lugar)</i>	Address <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip <i>(Código postal)</i>
3001	T. W. Browne Middle School	3333 Sprague	Dallas	75233
3002	T. W. Browne Middle School	3333 Sprague	Dallas	75233
3003	T. W. Browne Middle School	3333 Sprague	Dallas	75233
3004	Daniel Webster Elementary School	3815 S. Franklin	Dallas	75233
3050	H.I. Holland Elementary School @ Lisbon	4203 S. Lancaster Rd.	Dallas	75216
3051	Fountain of Living Word Church	2543 E. Ledbetter Dr.	Dallas	75216
3053	Thurgood Marshall Recreation Center	5150 Mark Trail Way	Dallas	75232
3054	William Hawley Atwell Law Academy	1303 Reynoldston St.	Dallas	75232
3055	Adelle Turner Elementary School	5505 S. Polk St.	Dallas	75232
3056	Mark Twain Vanguard	724 Green Cove Ln.	Dallas	75232
3057	T. G. Terry Elementary School	6661 Greenspan Ave.	Dallas	75232
3058	T.L. Marsalis Elementary School	5640 S. Marsalis Ave.	Dallas	75241
3059	St. Luke Presbyterian Church	5915 Singing Hills Dr.	Dallas	75241
3060	R.L. Thornton Elementary School	6011 Old Ox Rd.	Dallas	75241
3061	New Tech High School @ A. Maceo Smith	3030 Stag Rd.	Dallas	75241
3063	Ronald E. McNair Elementary School	3150 Bainbridge Ave.	Dallas	75237
3077	Park in the Woods Recreation Center	6801 Mountain Creek Pkwy.	Dallas	75249
3078	Park in the Woods Recreation Center	6801 Mountain Creek Pkwy.	Dallas	75249
3088	Daniel Webster Elementary School	3815 S. Franklin	Dallas	75233
3092	Thurgood Marshall Recreation Center	5150 Mark Trail Way	Dallas	75232
3098	H.I. Holland Elementary School @ Lisbon	4203 S. Lancaster Rd.	Dallas	75216
4026	Eladio R. Martinez Learning Center	4500 Bernal	Dallas	75212
4027	Eladio R. Martinez Learning Center	4500 Bernal	Dallas	75212
4050	Mountain Creek Library	6102 Mountain Creek Pkwy.	Dallas	75249
4052	Bilhartz Elementary School - Gym	6700 Wandt Dr.	Dallas	75236
4053	YWLA at Arnold Middle School	1204 E. Marshall Dr.	Grand Prairie	75051
4054	Leslie Stemmons Elementary School	2727 Knoxville St.	Dallas	75211
4055	Leslie Stemmons Elementary School	2727 Knoxville St.	Dallas	75211
4056	Palabra De Vida	2550 W. Illinois Ave.	Dallas	75233
4059	Charley Taylor Recreation Center	601 E. Grand Prairie Rd.	Grand Prairie	75051
4060	Nancy Jane Cochran Elementary School	6000 Keeneland Pkwy.	Dallas	75211
4065	Arcadia Park Elementary School	1300 N. Justin Ave.	Dallas	75211
4066	Anson Jones Elementary School	3901 Meredith	Dallas	75211
4067	George Peabody Elementary School	3101 Raydell Pl.	Dallas	75211
4076	Stevens Park Elementary School	2615 W. Colorado Blvd.	Dallas	75211
4090	Leslie Stemmons Elementary School	2727 Knoxville St.	Dallas	75211
4093	Leslie Stemmons Elementary School	2727 Knoxville St.	Dallas	75211
4111	Leslie Stemmons Elementary School	2727 Knoxville St.	Dallas	75211
4112	Leslie Stemmons Elementary School	2727 Knoxville St.	Dallas	75211
4113	Mountain View Church of Christ	4111 W. Illinois Ave.	Dallas	75211
4300	Cockrell Hill City Hall	4125 W. Clarendon Dr.	Cockrell Hill	75211

# DALLAS COUNTY

*(Condado de Dallas)*

## DISTRICT 4

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
3016	Bill J. Priest Institute	1402 Corinth St.	Dallas	75215
3033	Greater Mt. Pleasant Baptist Church	1403 Morrell Ave.	Dallas	75216
3034	Greater Mt. Pleasant Baptist Church	1403 Morrell Ave.	Dallas	75216
3035	F. D. Roosevelt High School	525 Bonnie View Dr.	Dallas	75203
3036	F. D. Roosevelt High School	525 Bonnie View Dr.	Dallas	75203
3037	The Way, The Truth & The Light Christian Church	1702 Denley Dr.	Dallas	75216
3038	The Way, The Truth & The Light Christian Church	1702 Denley Dr.	Dallas	75216
3039	Oliver W. Holmes Middle School	2001 E. Kiest	Dallas	75216
3040	Good Street Baptist Church	3110 Bonnie View Rd.	Dallas	75216
3041	Christ for the Nations Institute Student Center	444 Fawn Ridge Dr.	Dallas	75224
3042	John Neely Bryan Elementary School	2001 Deer Path Dr.	Dallas	75216
3043	John Neely Bryan Elementary School	2001 Deer Path Dr.	Dallas	75216
3044	W. W. Bushman Elementary School	4200 Bonnie View Rd.	Dallas	75216
3046	John W. Carpenter Elementary School	2121 Tosca Ln.	Dallas	75224
3047	Christ for the Nations Institute Student Center	444 Fawn Ridge Dr.	Dallas	75224
3048	South Oak Cliff High School	3601 S. Marsalis Ave.	Dallas	75216
3049	Clara Oliver Elementary School	4010 Idaho Ave.	Dallas	75216
3050	H.I. Holand Elementary School @ Lisbon	4203 S. Lancaster Rd.	Dallas	75216
3051	Fountain of Living Word Church	2543 E. Ledbetter Dr.	Dallas	75216
3052	Elisha M. Pease Elementary School	2914 Cummings St.	Dallas	75216
3054	William Hawley Atwell Academy	1303 Reynoldston St.	Dallas	75232
3056	Mark Twain Vanguard	724 Green Cove Ln.	Dallas	75232
3057	T. G. Terry Elementary School	6661 Greenspan Ave.	Dallas	75232
3058	T. L. Marsalis Elementary School	5640 S. Marsalis Ave.	Dallas	75241
3059	St. Luke Presbyterian Church	5915 Singing Hills Dr.	Dallas	75241
3061	New Tech High School @ A. Maceo Smith	3030 Stag Rd.	Dallas	75241
3072	Tommie Allen Recreation Center	7071 Bonnie View Dr.	Dallas	75241
3097	Clara Oliver Elementary School	4010 Idaho Ave.	Dallas	75216
3098	H.I. Holand Elementary School @ Lisbon	4203 S. Lancaster Rd.	Dallas	75216
4036	The Union Church	3410 S. Polk St.	Dallas	75224
4037	The Union Church	3410 S. Polk St.	Dallas	75224
4038	Harrell Budd Elementary School	2121 S. Marsalis Ave.	Dallas	75216
4039	Bexar Street Baptist Church	2018 S. Marsalis Ave.	Dallas	75216
4040	Roger Q. Mills Elementary School	1515 Lynn Haven	Dallas	75216
4041	Bexar Street Baptist Church	2018 S. Marsalis Ave.	Dallas	75216
4043	The Union Church	3410 S. Polk St.	Dallas	75224
4044	Clinton P. Russell Elementary School	3031 S. Beckley	Dallas	75224
4046	Clinton P. Russell Elementary School	3031 S. Beckley	Dallas	75224
4047	Boude Storey Middle School	3000 Maryland Ave.	Dallas	75216
4048	Clinton P. Russell Elementary School	3031 S. Beckley	Dallas	75224
4057	Kiest Recreation Center	3080 Hampton Rd.	Dallas	75224
4058	Kiest Recreation Center	3080 Hampton Rd.	Dallas	75224
4072	Dallas County Sub-Courthouse	410 S. Beckley Ave.	Dallas	75203
4107	Harrell Budd Elementary School	2121 S. Marsalis Ave.	Dallas	75216
4108	Bexar Street Baptist Church	2018 S. Marsalis Ave.	Dallas	75216
4109	Boude Storey Middle School	3000 Maryland Ave.	Dallas	75216
4110	Boude Storey Middle School	3000 Maryland Ave.	Dallas	75216

# DALLAS COUNTY

(Condado de Dallas)

## DISTRICT 5

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
1083	Colonial Baptist Church	6459 Scyene Rd.	Dallas	75227
1085	Urban Park Elementary School	6901 Military Pkwy.	Dallas	75227
1088	Forester Field House	8233 Military Pkwy.	Dallas	75227
1090	San Jacinto Elementary School	7900 Hume Dr.	Dallas	75227
1091	Annie Webb Blanton School	8915 Greenmound Ave.	Dallas	75227
1092	Edward Titche Elementary School	9560 Highfield Dr.	Dallas	75227
1094	John Ireland Elementary School	1515 Jim Miller	Dallas	75217
1095	Nathaniel Hawthorne School	7800 Umphress Rd.	Dallas	75217
1096	Nathaniel Hawthorne School	7800 Umphress Rd.	Dallas	75217
1097	W. W. Samuell High School	8928 Palisade Dr.	Dallas	75217
1098	Fred F. Florence Middle School	1625 N. Masters	Dallas	75217
1099	Fred F. Florence Middle School	1625 N. Masters	Dallas	75217
1100	E. B. Comstock Middle School	7044 Hodde St.	Dallas	75217
1101	Pleasant Grove Branch Library	7310 Lake June Rd.	Dallas	75217
1102	B. H. Macon Elementary School	650 Holcomb Rd.	Dallas	75217
1103	B. H. Macon Elementary School	650 Holcomb Rd.	Dallas	75217
1104	William Anderson Elementary School	620 N. St. Augustine	Dallas	75217
1105	William Anderson Elementary School	620 N. St. Augustine	Dallas	75217
1106	Richard Lagow Elementary School	637 Edgeworth Dr.	Dallas	75217
1107	Richard Lagow Elementary School	637 Edgeworth Dr.	Dallas	75217
1108	H. Grady Spruce High School	9733 Old Seagoville	Dallas	75217
1109	Fireside Drive Baptist Church	8805 Fireside Dr.	Dallas	75217
1110	Richard Lagow Elementary School	637 Edgeworth Dr.	Dallas	75217
1111	Fireside Drive Baptist Church	8805 Fireside Dr.	Dallas	75217
1113	John Ireland Elementary School	1515 Jim Miller	Dallas	75217
1135	Fred F. Florence Middle School	1625 N. Masters	Dallas	75217
3082	W. A. Blair Elementary School	7720 Gayglen	Dallas	75217

# DALLAS COUNTY

(Condado de Dallas)

## DISTRICT 6

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
2000	Webb Chapel United Methodist Church	2536 Valley View	Farmers Branch	75234
2001	Thomas C. Marsh Middle School	3838 Crown Shore Dr.	Dallas	75244
2012	Walnut Hill Recreation Center	10011 Midway Rd.	Dallas	75229
2074	Valley Ranch Elementary School	9800 Rodeo Dr.	Irving	75063
2076	Webb Chapel United Methodist Church	2536 Valley View	Farmers Branch	75234
4000	Caillet Elementary School	3033 Merrell Rd.	Dallas	75229
4001	Caillet Elementary School	3033 Merrell Rd.	Dallas	75229
4003	Marcus Recreation Center	3003 Northaven Rd.	Dallas	75229
4004	Marcus Recreation Center	3003 Northaven Rd.	Dallas	75229
4005	Park Forest Branch Library	3421 Forest Ln.	Dallas	75234
4007	David G. Burnet Elementary School	3200 Kinkaid Dr.	Dallas	75220
4008	David G. Burnet Elementary School	3200 Kinkaid Dr.	Dallas	75220
4009	David G. Burnet Elementary School	3200 Kinkaid Dr.	Dallas	75220
4010	Stephen Foster Elementary School	3700 Clover Ln.	Dallas	75220
4011	Stephen Foster Elementary School	3700 Clover Ln.	Dallas	75220
4012	Stephen Foster Elementary School	3700 Clover Ln.	Dallas	75220
4013	Stephen Foster Elementary School	3700 Clover Ln.	Dallas	75220
4019	Arlington Park Recreation Center	1505 Record Crossing	Dallas	75235
4023	Arlington Park Recreation Center	1505 Record Crossing	Dallas	75235
4024	L. G. Pinkston High School	2200 Dennison	Dallas	75212
4025	Amelia Earhart Elementary School	3531 N. Westmoreland	Dallas	75212
4026	Eladio R. Martinez Learning Center	4500 Bernal	Dallas	75212
4027	Eladio R. Martinez Learning Center	4500 Bernal	Dallas	75212
4028	Amelia Earhart Elementary School	3531 N. Westmoreland	Dallas	75212
4029	L. G. Pinkston High School	2200 Dennison	Dallas	75212
4030	L. G. Pinkston High School	2200 Dennison	Dallas	75212
4031	C. F. Carr Elementary School	1952 Bayside	Dallas	75212
4033	Dallas Fire Station #1	1901 Irving Blvd.	Dallas	75207
4060	Nancy Jane Cochran Elementary	6000 Keeneland Pkwy.	Dallas	75211
4065	Arcadia Park Elementary School	1300 N. Justin Ave.	Dallas	75211
4076	Stevens Park Elementary School	2615 W. Colorado Blvd.	Dallas	75211
4081	Eladio R. Martinez Learning Center	4500 Bernal Dr.	Dallas	75212
4082	Sidney Lanier Elementary School	1400 Walmsley Ave.	Dallas	75208
4083	Sidney Lanier Elementary School	1400 Walmsley Ave.	Dallas	75208
4084	Anita Martinez Recreation Center	3212 N. Winnetka Ave.	Dallas	75212
4085	Anita Martinez Recreation Center	3212 N. Winnetka Ave.	Dallas	75212
4086	Grauwlyer Park Recreation Center	7780 Harry Hines Blvd.	Dallas	75235
4087	Bachman Therapeutic Recreation Center	2750 Bachman Dr.	Dallas	75220
4088	Bachman Therapeutic Recreation Center	2750 Bachman Dr.	Dallas	75220
4094	Park Forest Branch Library	3421 Forest Ln.	Dallas	75234
4097	David G. Burnet Elementary School	3200 Kinkaid Dr.	Dallas	75220
4098	Stephen Foster Elementary School	3700 Clover Ln.	Dallas	75220
4099	Sudie Williams Elementary School	4518 Pomona	Dallas	75209
4101	L.G. Pinkston High School	2200 Dennison	Dallas	75212
4116	Anita Martinez Recreation Center	3212 N. Winnetka Ave.	Dallas	75212
4117	Arlington Park Recreation Center	1505 Record Crossing	Dallas	75235
4120	Bachman Therapeutic Recreation Center	2750 Bachman Dr.	Dallas	75220

# DALLAS COUNTY

*(Condado de Dallas)*

## DISTRICT 7

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
1063	George W. Truett Elementary School	1811 Gross Rd.	Dallas	75228
1064	George W. Truett Elementary School	1811 Gross Rd.	Dallas	75228
1065	George W. Truett Elementary School	1811 Gross Rd.	Dallas	75228
1067	Zack Motley Elementary School	3719 Moon Dr.	Mesquite	75150
1078	Bayles Elementary School	2444 Telegraph	Dallas	75228
1079	S. S. Conner Elementary School	3037 Greenmeadow	Dallas	75228
1080	S. S. Conner Elementary School	3037 Greenmeadow	Dallas	75228
1081	Owenwood United Methodist Church	1451 John West Rd.	Dallas	75228
1082	Colonial Baptist Church	6459 Scyene Rd.	Dallas	75227
1083	Colonial Baptist Church	6459 Scyene Rd.	Dallas	75227
1084	Edna Rowe Elementary School	4918 Hovenkamp	Dallas	75227
1085	Urban Park Elementary School	6901 Military Pkwy.	Dallas	75227
1086	Owenwood United Methodist Church	1451 John West Rd.	Dallas	75228
1087	Skyline High School	7777 Forney Rd.	Dallas	75227
1088	Forester Field House	8233 Military Pkwy.	Dallas	75227
1089	Forester Field House	8233 Military Pkwy.	Dallas	75227
1091	Annie Webb Blanton School	8915 Greenmound Ave.	Dallas	75227
1092	Edward Titche Elementary School	9560 Highfield Dr.	Dallas	75227
1093	Nueva Vida Life Assembly	10747 Bruton Rd.	Dallas	75217
1100	E. B. Comstock Middle School	7044 Hodde St.	Dallas	75217
1112	St. Luke Community United Methodist Church	5710 E. R. L. Thornton	Dallas	75223
1113	John Ireland Elementary School	1515 Jim Miller	Dallas	75217
1114	Owenwood United Methodist Church	1451 John West Rd.	Dallas	75228
1119	St. Luke Community United Methodist Church	5710 E. R. L. Thornton	Dallas	75223
1134	Forester Field House	8233 Military Pkwy.	Dallas	75227
1303	George W. Truett Elementary School	1811 Gross Rd.	Dallas	75228
3012	Evangelist Temple Church	2627 Dorris St.	Dallas	75215
3016	Bill J. Priest Institute	1402 Corinth St.	Dallas	75215
3017	Martin Luther King Jr. Learning Center	1817 Warren Ave.	Dallas	75215
3018	Park South YMCA	2500 Romine	Dallas	75215
3019	James Madison High School	3000 MLK Blvd.	Dallas	75215
3020	Irma Rangel-Young Women's Leadership School	1718 Robert B. Cullum Blvd.	Dallas	75210
3021	Irma Rangel-Young Women's Leadership School	1718 Robert B. Cullum Blvd.	Dallas	75210
3022	Irma Rangel-Young Women's Leadership School	1718 Robert B. Cullum Blvd.	Dallas	75210
3023	James Madison High School	3000 MLK Blvd.	Dallas	75215
3024	Mt. Herob Baptist Church	3306 Carpenter Ave.	Dallas	75215
3025	Mt. Herob Baptist Church	3306 Carpenter Ave.	Dallas	75215
3026	St. Paul Baptist Church	1600 Pear St.	Dallas	75215
3027	Lincoln Instructional Center	5000 Malcolm X Blvd.	Dallas	75215
3028	Evangelist Temple Church	2627 Dorris St.	Dallas	75215
3029	Evangelist Temple Church	2627 Dorris St.	Dallas	75215
3036	F.D. Roosevelt High School	525 Bonnie View Rd.	Dallas	75203
3040	Good Street Baptist Church	3110 Bonnie View Rd.	Dallas	75216
3045	Gethsemane Baptist Church	4600 Solar Ln.	Dallas	75216
3072	Tommie Allen Recreation Center	7071 Bonnie View Rd.	Dallas	75241
3090	St. Edwards Catholic Church	4033 Elm St.	Dallas	75226

# DALLAS COUNTY

(Condado de Dallas)

## DISTRICT 8

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
1100	E. B. Comstock Middle School	7044 Hodde St.	Dallas	75217
1101	Pleasant Grove Branch Library	7310 Lake June Rd.	Dallas	75217
1108	H. Grady Spruce High School	9733 Old Seagoville	Dallas	75217
1109	Fireside Drive Baptist Church	8805 Fireside Dr.	Dallas	75217
1111	Fireside Drive Baptist Church	8805 Fireside Dr.	Dallas	75217
1124	Fireside Drive Baptist Church	8805 Fireside Dr.	Dallas	75217
1136	Richard Lagow Elementary School	637 Edgeworth Dr.	Dallas	75217
3013	Kleberg-Rylie Recreation Center	1515 Edd Rd.	Dallas	75253
3014	Kleberg-Rylie Recreation Center	1515 Edd Rd.	Dallas	75253
3015	Kleberg-Rylie Recreation Center	1515 Edd Rd.	Dallas	75253
3030	Kleberg-Rylie Recreation Center	1515 Edd Rd.	Dallas	75253
3031	Kleberg-Rylie Recreation Center	1515 Edd Rd.	Dallas	75253
3053	Thurgood Marshall Recreation Center	5150 Mark Trail Way	Dallas	75232
3060	R. L. Thornton Elementary School	6011 Old Ox Rd.	Dallas	75241
3061	New Tech High School @ A. Maceo Smith	3030 Stag Rd.	Dallas	75241
3062	J. N. Ervin Elementary School	3722 Black Oak Dr.	Dallas	75241
3063	Ronald E. McNair Elementary School	3150 Bainbridge Ave.	Dallas	75237
3064	David W. Carter High School	1819 W. Wheatland Rd.	Dallas	75232
3065	Umphey Lee Elementary School	7808 Racine Dr.	Dallas	75232
3066	Martin Weiss Elementary School	8601 Willoughby Blvd.	Dallas	75232
3067	David W. Carter High School	1819 W. Wheatland Rd.	Dallas	75232
3068	Singing Hills Recreation Center	1909 Crouch Rd.	Dallas	75241
3069	Cornerstone Temple Baptist Church	2817 Cherry Valley	Dallas	75241
3070	Tommie Allen Recreation Center	7071 Bonnie View Rd.	Dallas	75241
3071	Highland Hills United Methodist Church	3800 Simpson Stuart Rd.	Dallas	75241
3072	Tommie Allen Recreation Center	7071 Bonnie View Rd.	Dallas	75241
3073	Tommie Allen Recreation Center	7071 Bonnie View Rd.	Dallas	75241
3074	David W. Carter High School	1819 W. Wheatland Rd.	Dallas	75232
3075	Cornerstone Temple Baptist Church	2817 Cherry Valley	Dallas	75241
3079	Kleberg-Rylie Recreation Center	1515 Edd Rd.	Dallas	75253
3080	Kleberg-Rylie Recreation Center	1515 Edd Rd.	Dallas	75253
3082	W. A. Blair Elementary School	7720 Gaylen	Dallas	75217
3083	Kleberg-Rylie Recreation Center	1515 Edd Rd.	Dallas	75253
3093	Kleberg-Rylie Recreation Center	1515 Edd Rd.	Dallas	75253
3099	Cornerstone Temple Baptist Church	2817 Cherry Valley	Dallas	75241

# DALLAS COUNTY

*(Condado de Dallas)*

## DISTRICT 9

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
1000	Dan D. Rogers Elementary School	5314 Abrams Rd.	Dallas	75214
1045	Highland Meadows Elementary School	8939 Whitewing Ln.	Dallas	75238
1047	Martha T. Reilly Elementary	11230 Lippitt Ave.	Dallas	75218
1048	Martha T. Reilly Elementary	11230 Lippitt Ave.	Dallas	75218
1051	Alex Sanger Elementary School	8410 San Leandro Dr.	Dallas	75218
1052	Lochwood Branch Library	11221 Lochwood Blvd.	Dallas	75228
1054	Casa View Elementary School	2100 N. Farola Dr.	Dallas	75228
1055	Casa View Elementary School	2100 N. Farola Dr.	Dallas	75228
1056	Charles A. Gill Elementary School	10910 Ferguson Rd.	Dallas	75228
1057	St. Pius X Church Parish	3030 Gus Thomasson	Dallas	75228
1058	Bryan Adams High School	2101 Millmar	Dallas	75228
1059	Reinhardt Elementary School	10122 Losa Dr.	Dallas	75228
1060	Alex Sanger Elementary School	8410 San Leandro Dr.	Dallas	75218
1061	W.H. Gaston Middle School	9565 Mercer Dr.	Dallas	75228
1062	Edwin J. Kiest Elementary School	2611 Healey Dr.	Dallas	75228
1063	George W. Truett Elementary School	1811 Gross Rd.	Dallas	75228
1068	Charles A. Gill Elementary School	10910 Ferguson Rd.	Dallas	75228
1075	Samuell Grand Recreation Center	6220 E. Grand Ave.	Dallas	75223
1078	Bayles Elementary School	2444 Telegraph	Dallas	75228
1079	S. S. Conner Elementary School	3037 Greenmeadow	Dallas	75228
1082	Colonial Baptist Church	6459 Scyene Rd.	Dallas	75227
1115	St. Pius X Church Parish	3030 Gus Thomasson	Dallas	75228
1116	Edwin J. Kiest Elementary School	2611 Healey Dr.	Dallas	75228
1121	Living Water Church of God	11110 Shiloh Rd.	Dallas	75228
1125	Living Water Church of God	11110 Shiloh Rd.	Dallas	75228
1133	Alex Sanger Elementary School	8410 San Leandro Dr.	Dallas	75218
1137	Edwin J. Kiest Elementary School	2611 Healey Dr.	Dallas	75228
1300	Ed Vanston Middle School	3230 Karla	Mesquite	75150
2036	Zion Lutheran Church	6121 E. Lovers Ln.	Dallas	75214
2040	St. Andrews Presbyterian Church	3204 Skillman St.	Dallas	75214
2061	Lake Highlands Elementary School	9501 Ferndale	Dallas	75238
2062	Lake Highlands Jr. High	10301 Walnut Hill Ln.	Dallas	75238
2064	Brookdale at Lake Highlands	9715 Plano Rd.	Dallas	75238
2065	Victor Hexter Elementary School	9720 Waterview St.	Dallas	75218
2066	White Rock Elementary School	9229 Chiswell Rd.	Dallas	75238
2067	L. L. Hotchkiss Elementary School	6929 Town North Dr.	Dallas	75231
2068	Dan D. Rogers Elementary School	5314 Abrams Rd.	Dallas	75214
2069	Ridgewood Recreation Center	6818 Fisher Rd.	Dallas	75214
2070	Northridge Presbyterian Church	6920 Bob-O-Link Dr.	Dallas	75214
2071	Lakewood Elementary School	3000 Hillbrook St.	Dallas	75214
2072	Northridge Presbyterian Church	6920 Bob-O-Link Dr.	Dallas	75214
2073	Bath House Cultural Center	521 E. Lawther Dr.	Dallas	75218



# DALLAS COUNTY

*(Condado de Dallas)*

## DISTRICT 10

Precinct <i>(Recinto)</i>	Voting Location <i>(Lugar)</i>	Address <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip <i>(Código postal)</i>
1003	Hamilton Park Pacesetter	8301 Towns St.	Dallas	75243
1004	Forest Meadow Junior High School	9373 Whitehurst	Dallas	75243
1005	New Mount Zion Baptist Church	9530 Shepherd Rd.	Dallas	75243
1006	Moss Haven Elementary School	9202 Moss Farms Ln.	Dallas	75243
1007	Moss Haven Elementary School	9202 Moss Farms Ln.	Dallas	75243
1026	Richland College	12800 Abrams Rd.	Dallas	75243
1027	Audelia Creek Elementary School	12600 Audelia Rd.	Dallas	75243
1028	Audelia Creek Elementary School	12600 Audelia Rd.	Dallas	75243
1029	Richland College	12800 Abrams Rd.	Dallas	75243
1030	A.M. Aikin Elementary School	12300 Pleasant Valley	Dallas	75243
1038	A.M. Aikin Elementary School	12300 Pleasant Valley	Dallas	75243
1039	Lake Highlands High School	9449 Church Rd.	Dallas	75238
1040	Dallas Fire Station #57	10801 Audelia Rd.	Dallas	75238
1041	Dallas Fire Station #57	10801 Audelia Rd.	Dallas	75238
1042	A. M. Aikin Elementary School	12300 Pleasant Valley	Dallas	75243
1043	Skyview Elementary School	9229 Meadowknoll	Dallas	75243
1044	Merriman Park Elementary School	7101 Winedale Dr.	Dallas	75231
1045	Highland Meadows Elementary School	8939 Whitewing Ln.	Dallas	75238
1046	Highland Meadows Elementary School	8939 Whitewing Ln.	Dallas	75238
1049	Merriman Park Elementary School	7101 Winedale Dr.	Dallas	75231
1128	Lake Highlands High School	9449 Church Rd.	Dallas	75238
1129	Highland Meadows Elementary School	8939 Whitewing Ln.	Dallas	75238
1707	A.R. Davis Elementary School	1621 McCallum Dr.	Garland	75042
2020	Arthur Kramer Elementary School	7131 Midbury	Dallas	75230
2059	Wallace Elementary School	9921 Kirkhaven	Dallas	75238
2060	Northlake Elementary School - Richardson ISD	10059 Ravensway	Dallas	75238
2061	Lake Highlands Elementary School	9501 Ferndale	Dallas	75238
2062	Lake Highlands Junior High School	10301 Walnut Hill Ln.	Dallas	75238
2063	Wallace Elementary School	9921 Kirkhaven	Dallas	75238
2064	Brookdale at Lake Highlands	9715 Plano Rd.	Dallas	75238
2066	White Rock Elementary School	9229 Chiswell Rd.	Dallas	75238

# DALLAS COUNTY

(Condado de Dallas)

## DISTRICT 11

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
1003	Hamilton Park Pacesetter	8301 Towns St.	Dallas	75243
1008	Lee McShan Jr. Elementary School	8307 Meadow Rd.	Dallas	75231
1010	Lee McShan Jr. Elementary School	8307 Meadow Rd.	Dallas	75231
1029	Richland College	12800 Abrams Rd.	Dallas	75243
1032	Northwood Hills Elementary School	14532 Meandering Way	Dallas	75254
1033	Spring Valley Elementary School	13535 Spring Grove Rd.	Dallas	75240
1035	RISD Academy	13630 Coit Rd.	Dallas	75240
1036	RISD Academy	13630 Coit Rd.	Dallas	75240
1037	RISD Academy	13630 Coit Rd.	Dallas	75240
1127	RISD Academy	13630 Coit Rd.	Dallas	75240
2004	Nathan Adams Elementary School	12600 Welch Rd.	Dallas	75244
2015	Ewell D. Walker Middle School	12532 Nuestra Dr.	Dallas	75230
2016	Unity Church of Dallas	6525 Forest Ln.	Dallas	75230
2017	Unity Church of Dallas	6525 Forest Ln.	Dallas	75230
2019	George B. Dealey Vanguard	6501 Royal Ln.	Dallas	75230
2020	Arthur Kramer Elementary School	7131 Midbury	Dallas	75230
2022	George B. Dealey Vanguard	6501 Royal Ln.	Dallas	75230
2023	Benjamin Franklin Middle School	6920 Meadow Rd.	Dallas	75230
2024	Benjamin Franklin Middle School	6920 Meadow Rd.	Dallas	75230
2041	Presbyterian Medical Office North	17110 Dallas Pkwy. - Ste. 120	Dallas	75248
2042	Parkhill Junior High School	16500 Shadybank Dr.	Dallas	75248
2048	Dallas Fire Station #7	6010 Davenport	Dallas	75248
2049	Prestonwood Elementary School	6525 La Cosa	Dallas	75248
2050	Prestonwood Elementary School	6525 La Cosa	Dallas	75248
2051	Spring Creek Elementary-Richardson ISD	7667 Round Rock	Dallas	75248
2052	Northwood Hills Elementary School	14532 Meandering Way	Dallas	75254
2053	Anne Frank Elementary School	5201 Celestial Rd.	Dallas	75254
2054	Anne Frank Elementary School	5201 Celestial Rd.	Dallas	75254
2055	Anne Frank Elementary School	5201 Celestial Rd.	Dallas	75254
2056	King of Glory Church	6411 LBJ Freeway	Dallas	75240
2057	Spring Valley Elementary School	13535 Spring Grove Rd.	Dallas	75240
2058	Park Central Baptist Church	7777 LBJ Freeway	Dallas	75240
2077	Ewell D. Walker Middle School	12532 Nuestra Dr.	Dallas	75230
2079	Anne Frank Elementary School	5201 Celestial Rd.	Dallas	75254

# DALLAS COUNTY

*(Condado de Dallas)*

## DISTRICT 12

Precinct <i>(Recinto)</i>	Voting Location <i>(Lugar)</i>	Address <i>(Dirección)</i>	City <i>(Ciudad)</i>	Zip <i>(Código postal)</i>
2041	Presbyterian Medical Office North	17110 Dallas Pkwy. - Ste. 120	Dallas	75248
2042	Parkhill Junior High School	16500 Shadybank Dr.	Dallas	75248
2043	Brentfield Intermediate School	6767 Brentfield	Dallas	75248
2044	Texas A&M Research and Extension Center	17360 Coit Rd.	Dallas	75252
2045	Parkhill Junior High School	16500 Shadybank Dr.	Dallas	75248
2046	James Bowie Elementary School - Richardson ISD	7643 La Manga Dr.	Dallas	75248
2047	James Bowie Elementary School - Richardson ISD	7643 La Manga Dr.	Dallas	75248
2048	Dallas Fire Station #7	6010 Davenport Rd.	Dallas	75248
2049	Prestonwood Elementary School	6525 La Cosa	Dallas	75248
2050	Prestonwood Elementary School	6525 La Cosa	Dallas	75248
2051	Spring Creek Elementary - Richardson ISD	7667 Round Rock	Dallas	75248
2406	Keller Springs Baptist Church	3227 Keller Springs Rd.	Carrollton	75006
2902	Addison Fire Department	4798 Airport Pkwy.	Addison	75001

**Note:** Additional election day polling locations for District 12 that fall in Collin and Denton Counties can be found on Pages 18 & 19 (Collin County) and Page 21 (Denton County) of this exhibit.

# DALLAS COUNTY

*(Condado de Dallas)*

## DISTRICT 13

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
1000	Dan D. Rogers Elementary School	5314 Abrams Rd.	Dallas	75214
1001	Vickery Baptist Church	5814 Ridgecrest Rd.	Dallas	75231
1002	Vickery Baptist Church	5814 Ridgecrest Rd.	Dallas	75231
1008	Lee McShan Jr. Elementary School	8307 Meadow Rd.	Dallas	75231
1009	Vickery Baptist Church	5814 Ridgecrest Rd.	Dallas	75231
1011	Vickery Baptist Church	5814 Ridgecrest Rd.	Dallas	75231
1012	Vickery Baptist Church	5814 Ridgecrest Rd.	Dallas	75231
1049	Merriman Park Elementary School	7101 Winedale Dr.	Dallas	75231
1126	Vickery Baptist Church	5814 Ridgecrest Rd.	Dallas	75231
2002	Thomas C. Marsh Middle School	3838 Crown Shore	Dallas	75244
2003	W.T. White High School	4505 Ridgeside	Dallas	75244
2004	Nathan Adams Elementary School	12600 Welch Rd.	Dallas	75244
2005	Degolyer Elementary School	3453 Flair Dr.	Dallas	75229
2006	Harry C. Withers Elementary School	3959 Northaven Rd.	Dallas	75229
2007	John Calvin Presbyterian Church	4151 Royal Ln.	Dallas	75229
2008	John J. Pershing Elementary School	5715 Meaders Ln.	Dallas	75229
2009	L. G. Cigarroa Elementary School	9990 Webb Chapel Rd.	Dallas	75220
2010	Edward Cary Middle School	3978 Killion Dr.	Dallas	75229
2011	Walnut Hill Recreation Center	10011 Midway Rd.	Dallas	75229
2013	Lovers Lane United Methodist Church	9200 Inwood Rd.	Dallas	75220
2014	Lovers Lane United Methodist Church	9200 Inwood Rd.	Dallas	75220
2015	Ewell D. Walker Middle School	12532 Nuestra Dr.	Dallas	75230
2018	Northaven United Methodist Church	11211 Preston Rd.	Dallas	75230
2021	Preston Hollow United Methodist Church	6315 Walnut Hill	Dallas	75230
2022	George B. Dealey Vanguard	6501 Royal Ln.	Dallas	75230
2023	Benjamin Franklin Middle School	6920 Meadow Rd.	Dallas	75230
2025	Hillcrest High School	9924 Hillcrest	Dallas	75230
2026	Hillcrest High School	9924 Hillcrest	Dallas	75230
2027	Our Redeemer Lutheran Church	7611 Park Ln.	Dallas	75225
2029	Westminster Presbyterian Church	8200 Devonshire Dr.	Dallas	75209
2030	Our Redeemer Lutheran Church	7611 Park Ln.	Dallas	75225
2031	Village Country Club	8308 Southwestern	Dallas	75206
2033	Village Country Club	8308 Southwestern	Dallas	75206
2034	Henry W. Longfellow Middle School	5314 Boaz	Dallas	75209
2077	Ewell D. Walker Middle School	12532 Nuestra Dr.	Dallas	75230
4001	Caillet Elementary School	3033 Merrell Rd.	Dallas	75229
4002	Caillet Elementary School	3033 Merrell Rd.	Dallas	75229
4003	Marcus Recreation Center	3003 Northaven Rd.	Dallas	75229
4004	Marcus Recreation Center	3003 Northaven Rd.	Dallas	75229
4006	Degolyer Elementary School	3453 Flair Dr.	Dallas	75229
4007	David G. Burnet Elementary School	3200 Kinkaid Dr.	Dallas	75220
4014	Sudie Williams Elementary School	4518 Pomona	Dallas	75209
4018	Maple Lawn Elementary School	3120 Inwood Rd.	Dallas	75235
4092	David G. Burnet Elementary School	3200 Kinkaid Dr.	Dallas	75220
4094	Park Forest Branch Library	3421 Forest Ln.	Dallas	75234
4095	Degolyer Elementary School	3453 Flair Dr.	Dallas	75229
4096	Degolyer Elementary School	3453 Flair Dr.	Dallas	75229
4099	Sudie Williams Elementary School	4518 Pomona	Dallas	75209

# DALLAS COUNTY

(Condado de Dallas)

## DISTRICT 14

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
1013	North Dallas High School	3120 N. Haskell Ave.	Dallas	75204
1014	Multiple Careers Magnet Center	4528 Rusk Ave.	Dallas	75204
1015	Multiple Careers Magnet Center	4528 Rusk Ave.	Dallas	75204
1016	J.F.K. Learning Center	1802 Moser Ave.	Dallas	75206
1017	J.F.K. Learning Center	1802 Moser Ave.	Dallas	75206
1018	Ben Milam Elementary School - Dallas ISD	4200 McKinney Ave.	Dallas	75205
1019	Dallas Fire Station #17	6045 Belmont	Dallas	75206
1020	Ben Milam Elementary School - Dallas ISD	4200 McKinney Ave.	Dallas	75205
1021	Oaklawn Branch Library	4100 Cedar Springs Rd.	Dallas	75219
1022	Oaklawn Branch Library	4100 Cedar Springs Rd.	Dallas	75219
1023	The Father's Church	2707 Abrams Rd.	Dallas	75214
1050	Eduardo Mata Elementary School	7420 La Vista	Dallas	75214
1071	Lakewood Branch Library	6121 Worth St.	Dallas	75214
1073	Junius Heights Baptist Church	5429 Reiger Ave.	Dallas	75214
1075	Samuell Grand Recreation Center	6220 E. Grand Ave.	Dallas	75223
1076	Eduardo Mata Elementary School	7420 La Vista	Dallas	75214
1117	North Dallas High School	3120 N. Haskell Ave.	Dallas	75204
1118	J. W. Ray Elementary School	2211 Caddo St.	Dallas	75204
1120	J.F.K. Learning Center	1802 Moser Ave.	Dallas	75206
1131	Grace United Methodist Church	4105 Junius St.	Dallas	75246
2030	Our Redeemer Lutheran Church	7611 Park Ln.	Dallas	75225
2031	Village Country Club	8308 Southwestern	Dallas	75206
2032	Village Country Club	8308 Southwestern	Dallas	75206
2033	Village Country Club	8308 Southwestern	Dallas	75206
2035	Stonewall Jackson Elementary School	5828 Mockingbird Ln.	Dallas	75206
2036	Skillman Southwestern Branch Library	5707 Skillman St.	Dallas	75206
2037	John S. Armstrong Elementary School	3600 Cornell Ave.	Dallas	75205
2038	Stonewall Jackson Elementary School	5828 Mockingbird Ln.	Dallas	75206
2039	Robert E. Lee Elementary School - DISD	2911 Delmar Ave.	Dallas	75206
2040	St. Andrews Presbyterian Church	3204 Skillman St.	Dallas	75214
2068	Dan D. Rogers Elementary School	5314 Abrams Rd.	Dallas	75214
2069	Ridgewood Recreation Center	6818 Fisher Rd.	Dallas	75214
2070	Northridge Presbyterian Church	6920 Bob-O-Link Dr.	Dallas	75214
2071	Lakewood Elementary School	3000 Hillbrook St.	Dallas	75214
2201	John S. Bradfield Elementary School	4300 Southern Ave.	Dallas	75205
3000	William B. Travis Vanguard	3001 McKinney	Dallas	75204
3006	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
3007	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
3008	Dallas County Courthouse - Allen	600 Commerce	Dallas	75202
3009	Exall Park Recreation Center	1355 Adair St.	Dallas	75204
3010	Exall Park Recreation Center	1355 Adair St.	Dallas	75204
3011	St. Edwards Catholic Church	4033 Elm St.	Dallas	75226
3081	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
3086	William B. Travis Vanguard	3001 McKinney	Dallas	75204
3089	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
4021	Bethany Presbyterian Church	4523 Cedar Springs	Dallas	75219
4032	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
4102	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219
4106	Reverchon Recreation Center	3505 Maple Ave.	Dallas	75219

# **ELECTION DAY POLLING LOCATIONS**

**COLLIN COUNTY**

**VOTE CENTERS**

# COLLIN COUNTY

(Condado de Collin)

## DISTRICT 12

Precinct (Recinto)	Voting Location (Lugar)	Address (Dirección)	City (Ciudad)	Zip (Código postal)
All	Akin Elementary School	1100 Springwood	Wylie	75098
All	Aldridge Elementary School	720 Pleasant Valley	Richardson	75080
All	Allen Municipal Courts Facility	301 Century Pkwy.	Allen	75013
All	Armstrong Middle School	3805 Timberline	Plano	75074
All	Benton Staley Middle School	6927 Stadium Dr.	Frisco	75033
All	Blue Ridge ISD Administration Building	318 W. School St.	Blue Ridge	75424
All	Bowman Middle School	2501 Jupiter Rd.	Plano	75074
All	Brinker Elementary School	3800 Clark Pkwy.	Plano	75093
All	Carpenter Middle School	3905 Rainier Rd.	Plano	75023
All	Carpenter Park Recreation Center	6701 Coit Rd.	Plano	75024
All	Celina ISD Administration Building	205 S. Colorado	Celina	75009
All	Christ the Servant Lutheran Church	821 S. Greenville Ave.	Allen	75002
All	Christ United Methodist Church	3101 Coit Rd.	Plano	75075
All	Clark High School - Plano	523 Spring Creek	Plano	75023
All	Clark Middle School	4600 Colby Dr.	Frisco	75035
All	Collin College - Higher Education Center	3452 Spur 399	McKinney	75069
All	Collin College Central Park Campus	2200 University	McKinney	75071
All	Collin College Preston Ridge Campus	9700 Wade Blvd.	Frisco	75035
All	Collin College Spring Creek Campus	2800 Spring Creek Pkwy.	Plano	75074
All	Collin County Elections Office	2010 Redbud Blvd., Ste. 102	McKinney	75069
All	Community ISD Technology and Conference Center	615 FM 1138	Nevada	75173
All	Davis Library	7501 Independence Pkwy.	Plano	75025
All	Dr. Pepper Star Center at Craig Ranch	6993 Stars Ave.	McKinney	75070
All	Eldorado Country Club	2604 Country Club Dr.	McKinney	75070
All	First Baptist Church - Branch	7011 FM 546	Princeton	75407
All	First Baptist Church Farmersville, Youth Building	201 Farmersville Pkwy.	Farmersville	75442
All	Ford Middle School	630 Park Place Dr.	Allen	75002
All	Fowler Middle School	3801 McDermott Rd.	Plano	75025
All	Frisco Senior Center	6670 Moore St.	Frisco	75034
All	Haggar Elementary School	17820 Campbell Rd.	Dallas	75252
All	Harrington Library	1501 18th St.	Plano	75074
All	Heritage High School	14040 Eldorado Pkwy.	Frisco	75035
All	Hunt Middle School	4900 Legendary Dr.	Frisco	75034
All	John and Judy Gay Library	6861 W. Eldorado Pkwy.	McKinney	75070
All	John Q. Hammons Center - Courtyard Marriott	210 East Stacy Rd.	Allen	75002
All	Josephine City Hall	108 West Hubbard	Josephine	75173
All	Lavon City Hall	120 School Rd.	Lavon	75166
All	Liberty High School	15250 Rolater Rd.	Frisco	75035
All	Lovejoy High School	2350 Estates Pkwy.	Lucas	75002
All	Lowry Crossing City Hall	1405 S. Bridgefarmer Rd.	Lowry Crossing	75069
All	Lucas City Hall	665 Country Club Rd.	Lucas	75002
All	McKinney Fire Station #7	861 Independene Pkwy.	McKinney	75070
All	McKinney Senior Recreation Center	1400 S. College	McKinney	75069
All	Melissa City Hall	3411 Barker Ave.	Melissa	75454
All	Mitchell Elementary School	4223 Briargrove	Dallas	75287
All	Murphy City Hall	206 N. Murphy Rd.	Murphy	75094
All	Old Settlers Recreation Center	1201 E. Louisiana	McKinney	75069
All	Parker City Hall	5700 E. Parker Rd.	Parker	75002

<b>Precinct</b> ( <i>Recinto</i> )	<b>Voting Location</b> ( <i>Lugar</i> )	<b>Address</b> ( <i>Dirección</i> )	<b>City</b> ( <i>Ciudad</i> )	<b>Zip</b> ( <i>Código postal</i> )
All	Parr Library	6200 Windhaven Pkwy.	Plano	75093
All	Plano ISD Administration Center	2700 W. 15th St.	Plano	75075
All	Plano Senior Center	401 W. 16th St.	Plano	75075
All	Princeton High School	1000 E. Princeton Dr.	Princeton	75407
All	Prosper ISD Administration	605 E. Seventh St.	Prosper	75078
All	Renner-Frankford Library	6400 Frankford Rd.	Dallas	75252
All	Royse City Lady Bulldog Gymnasium	1412 FM 1777	Royse City	75189
All	Ruth Dowell Middle School	301 Ridge Rd.	McKinney	75070
All	Seis Lagos Community Services Association	222 Seis Lagos Trail	Wylie	75098
All	Shepton High School	5505 Plano Pkwy.	Plano	75093
All	Shiloh Missionary Baptist Church	1310 Avenue "I"	Plano	75074
All	Smith Library	300 Country Club Rd.	Wylie	75098
All	Stonebridge United Methodist Church	1800 S. Stonebridge Dr.	McKinney	75070
All	Suncreek United Methodist Church	1517 W. McDermott Dr.	Allen	75013
All	Texas Star Bank	402 W. White St.	Anna	75409
All	Toyota Stadium	9200 World Cup Way	Frisco	75033
All	Weston Community Center	117 Main St.	Weston	75097
All	Whitt Elementary School	7520 Woodcreek Way	Sachse	75048
All	Woodcreek Church	3400 E. Renner Rd.	Richardson	75082

**Note:** Additional election day polling locations for District 12 that fall in Dallas and Denton Counties can be found on Page 14 (Dallas County) and Page 21 (Denton County) of this exhibit.



# **ELECTION DAY POLLING LOCATIONS**

## **DENTON COUNTY**

**DENTON COUNTY**  
*(Condado de Denton)*

**DISTRICT 12**

<b>Precinct</b> <i>(Recinto)</i>	<b>Voting Location</b> <i>(Lugar)</i>	<b>Address</b> <i>(Dirección)</i>	<b>City</b> <i>(Ciudad)</i>	<b>Zip</b> <i>(Código postal)</i>
2000	Frankford Town Homes	18110 Marsh Ln.	Dallas	75287
2001	Timberglen Recreation Center	3810 Timberglen Rd.	Dallas	75287
2002	Dan F. Long Junior High School	2525 Frankford Rd.	Dallas	75287

**Note:** Additional election day polling locations for District 12 that fall in Collin and Dallas Counties can be found on Page 14 (Dallas County) and Pages 18 & 19 (Collin County) of this exhibit.

# **EXHIBIT B**

## **EARLY VOTING LOCATIONS, DATES AND TIMES**

### **DALLAS, COLLIN AND DENTON COUNTIES**

# **EARLY VOTING LOCATIONS**

## **DALLAS COUNTY**

**NOVEMBER 8, 2016 SPECIAL ELECTION**  
**(08 de Noviembre de 2016 Eleccion Especial)**  
**LOCATIONS/DATES/TIMES OF EARLY VOTING**  
*(Lugares, Fechas y Horas de Votación Anticipada)*

<b>DALLAS COUNTY</b> <i>(Condado de Dallas)</i>			
<b>Voting Location</b> <i>(Lugar)</i>	<b>Address</b> <i>(Dirección)</i>	<b>City</b> <i>(Ciudad)</i>	<b>Zip</b> <i>(Código postal)</i>
BETHANY LUTHERAN CHURCH (Replaces Lake Highland North Rec. Center)	10101 WALNUT HILL LN.	DALLAS	75238
CROSSWINDS HIGH SCHOOL	1100 N. CARRIER PKWY.	GRAND PRAIRIE	75050
DISCIPLE CENTRAL COMMUNITY CHURCH (Replaces DeSoto Town Center)	901 N. POLK ST.	DESOTO	75115
DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
EASTFIELD COLLEGE-PLEASANT GROVE CAMPUS (Replaces Prairie Creek Library)	802 S. BUCKNER BLVD.	DALLAS	75217
EL CENTRO COLLEGE-WEST CAMPUS (Replaces Dallas West Library)	3330 N. HAMPTON RD.	DALLAS	75212
FRETZ PARK LIBRARY (Replaces Churchill Recreation Center)	6990 BELT LINE RD.	DALLAS	75254
GLENN HEIGHTS CITY HALL	1938 S. HAMPTON RD.	GLENN HEIGHTS	75154
GEORGE L. ALLEN SR. COURTS BUILDING (Replaces Records Building - Main Location)	600 COMMERCE ST.	DALLAS	75202
GRAUWYLER PARK RECREATION CENTER.	7780 HARRY HINES BLVD.	DALLAS	75235
IRVING CITY HALL	825 W. IRVING BLVD.	IRVING	75060
J. ERIK JONSSON LIBRARY	1515 YOUNG ST.	DALLAS	75201
JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006
LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR.	MESQUITE	75149
LANCASTER VET. MEMORIAL LIBRARY	1600 VETERANS MEMORIAL PKWY.	LANCASTER	75134
LOCHWOOD LIBRARY	11221 LOCHWOOD BLVD.	DALLAS	75218
MARSH LANE BAPTIST CHURCH	10716 MARSH LN.	DALLAS	75229
MARTIN LUTHER KING CORE BUILDING	2922 MARTIN LUTHER KING, JR. BLVD.	DALLAS	75215
MARTIN WEISS RECREATION CENTER	1111 MARTINDELL AVE.	DALLAS	75211
MOUNTAIN CREEK LIBRARY	6102 MOUNTAIN CREEK	DALLAS	75249
OAK CLIFF SUB COURTHOUSE	410 S. BECKLEY	DALLAS	75203
OUR REDEEMER LUTHERAN CHURCH	7611 PARK LN.	DALLAS	75225
PAUL L. DUNBAR LANCASTER-KIEST LIBRARY	2008 E. KIEST BLVD.	DALLAS	75216
RICHARDSON CIVIC CENTER	411 W. ARAPAHO RD.	RICHARDSON	75080
RICHLAND COLLEGE - GARLAND CAMPUS (Replaces Garland City Hall)	675 W. WALNUT ST.	GARLAND	75040
ROWLETT CITY HALL ANNEX	4004 MAIN ST.	ROWLETT	75088
SAMUELL GRAND RECREATION CENTER	6200 EAST GRAND AVE.	DALLAS	75223
VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063

**DATES AND TIMES OF EARLY VOTING**

<b>October 24 - October 28 (Monday through Friday)</b> <i>24 de Octubre - 28 de Octubre (Lunes a Viernes)</i>	<b>8 AM - 5 PM</b>
<b>October 29 (Saturday)</b> <i>29 de Octubre (Sábado)</i>	<b>7 AM - 7 PM</b>
<b>October 30 (Sunday)</b> <i>30 de Octubre (Domingo)</i>	<b>1 PM - 6 PM</b>
<b>October 31 - November 4 (Monday through Friday)</b> <i>31 de Octubre - 4 de Noviembre (Lunes a Viernes)</i>	<b>7 AM - 7 PM</b>

# **EARLY VOTING LOCATIONS**

## **COLLIN COUNTY**

**NOVEMBER 8, 2016 SPECIAL ELECTION**  
**(08 de Noviembre de 2016 Eleccion Especial)**  
**LOCATIONS/DATES/TIMES OF EARLY VOTING**  
**(Lugares, Fechas y Horas de Votación Anticipada)**

<b>COLLIN COUNTY</b> <i>(Condado de Collin)</i>			
<b>Voting Location</b> <i>(Lugar)</i>	<b>Address</b> <i>(Dirección)</i>	<b>City</b> <i>(Ciudad)</i>	<b>Zip</b> <i>(Código postal)</i>
ALLEN MUNICIPAL COURTS FACILITY	301 CENTURY PKWY.	ALLEN	75013
CARPENTER PARK RECREATION CENTER	6701 COIT RD.	PLANO	75024
CELINA ISD ADMINISTRATION BLDG.	205 S. COLORADO ST.	CELINA	75009
CHRIST UNITED METHODIST CHURCH	3101 COIT RD.	PLANO	75075
COLLIN COLLEGE - CENTRAL PARK CAMPUS	2200 W. UNIVERSITY DR.	MCKINNEY	75071
COLLIN COLLEGE - PRESTON RIDGE CAMPUS	9700 WADE BLVD.	FRISCO	75035
COLLIN COLLEGE - SPRING CREEK CAMPUS	2800 E. SPRING CREEK PKWY.	PLANO	75074
COLLIN COLLEGE - HIGHER EDUCATION CENTER	3452 SPUR 399	MCKINNEY	75069
COLLIN COUNTY ELECTIONS (Main Location)	2010 REDBUD ST., STE. 102	MCKINNEY	75069
FRISCO SENIOR CENTER	6670 MOORE ST.	FRISCO	75034
HAGGARD LIBRARY	2501 COIT RD.	PLANO	75075
HARRINGTON LIBRARY	1501 18TH ST.	PLANO	75074
JOHN AND JUDY GAY LIBRARY	6861 W. ELDORADO PKWY.	MCKINNEY	75070
LAVON CITY HALL	120 SCHOOL RD.	LAVON	75166
LOVEJOY ISD ADMINISTRATION BLDG.	259 COUNTRY CLUB	ALLEN	75002
MARIBELLE DAVIS LIBRARY	7501 INDEPENDENCE PKWY.	PLANO	75025
MCKINNEY FIRE STATION #7	861 S. INDEPENDENCE PKWY.	MCKINNEY	75070
MURPHY CITY HALL	206 N. MURPHY RD.	MURPHY	75094
OLD SETTLERS RECREATION CENTER	1201 E. LOUISIANA ST.	MCKINNEY	75069
PARKER CITY HALL	5700 E. PARKER RD.	PARKER	75002
PARR LIBRARY	6200 WINDHAVEN PKWY.	PLANO	75093
PLANO ISD ADMINISTRATION CENTER	2700 W. 15TH ST.	PLANO	75075
PRINCETON CITY HALL	123 W. PRINCETON DR.	PRINCETON	75407
PROSPER MUNICIPAL CHAMBERS	108 W. BROADWAY ST.	PROSPER	75078
RENNER-FRANKFORD LIBRARY	6400 FRANKFORD RD.	DALLAS	75252
WYLIE MUNICIPAL COMPLEX LIBRARY	300 COUNTRY CLUB RD.	WYLIE	75098

**DATES AND TIMES OF EARLY VOTING**  
**(FECHAS Y HORAS DE VOTACIÓN ANTICIPADA)**

<b>October 24 - October 28 (Monday through Friday)</b> <i>24 de Octubre - 28 de Octubre (Lunes a Viernes)</i>	<b>8 AM - 5 PM</b>
<b>October 29 (Saturday)</b> <i>29 de Octubre (Sábado)</i>	<b>7 AM - 7 PM</b>
<b>October 30 (Sunday)</b> <i>30 de Octubre (Domingo)</i>	<b>1 PM - 6 PM</b>
<b>October 31 - November 4 (Monday through Friday)</b> <i>31 de Octubre - 4 de Noviembre (Lunes a Viernes)</i>	<b>7 AM - 7 PM</b>

# **EARLY VOTING LOCATIONS**

## **DENTON COUNTY**



**NOVEMBER 8, 2016 SPECIAL ELECTION**  
**(08 de Noviembre de 2016 Eleccion Especial)**  
**LOCATIONS/DATES/TIMES OF EARLY VOTING**  
**(Lugares, Fechas y Horas de Votación Anticipada)**

<b>DENTON COUNTY</b> <i>(Condado de Denton)</i>			
<b>Voting Location</b> <i>(Lugar)</i>	<b>Address</b> <i>(Dirección)</i>	<b>City</b> <i>(Ciudad)</i>	<b>Zip</b> <i>(Código postal)</i>
ARGYLE TOWN HALL	308 DENTON ST.	ARGYLE	76226
CARROLLTON PUBLIC LIBRARY	4220 N. JOSEY LN.	CARROLLTON	75010
CORINTH CITY HALL	3300 CORINTH PKWY.	CORINTH	76208
DENTON COUNTY ELECTIONS ADMINISTRATION OFFICE (Main Location)	701 KIMBERLY DR.	DENTON	76208
DOUBLE OAK TOWN HALL	320 WAKETON RD.	DOUBLE OAK	75077
FLOWER MOUND POLICE AND MUNICIPAL COURT BUILDING	4150 KIRKPATRICK LN.	FLOWER MOUND	75028
FRISCO FIRE STATION #7	330 W. STONEBROOK PKWY.	FRISCO	75034
HIGHLAND VILLAGE MUNICIPAL COMPLEX	1000 HIGHLAND VILLAGE RD.	HIGHLAND VILLAGE	75077
JUSTIN MUNICIPAL COMPLEX	415 N. COLLEGE	JUSTIN	76247
KRUM ISD ADMINISTRATION BUILDING	1200 BOBCAT BLVD.	KRUM	76249
LAKE DALLAS CITY HALL	212 MAIN ST.	LAKE DALLAS	75065
LEWISVILLE MUNICIPAL ANNEX	1197 W. MAIN ST.	LEWISVILLE	75067
LITTLE ELM RECREATION CENTER	303 MAIN ST.	LITTLE ELM	75068
PILOT POINT SENIOR CENTER	310 S. WASHINGTON ST.	PILOT POINT	76258
STEVEN E. COPELAND GOVERNMENT CENTER	1400 FM 424	AUBREY	76227
THE COLONY GOVERNMENT CENTER	6301 MAIN ST.	THE COLONY	75056
TIMBERGLEN RECREATION CENTER	3810 TIMBERGLEN RD.	DALLAS	75287

**DATES AND TIMES OF EARLY VOTING**

<b>October 24 - October 28 (Monday through Friday)</b> <i>24 de Octubre - 28 de Octubre (Lunes a Viernes)</i>	<b>8 AM - 5 PM</b>
<b>October 29 (Saturday)</b> <i>29 de Octubre (Sábado)</i>	<b>7 AM - 7 PM</b>
<b>October 30 (Sunday)</b> <i>30 de Octubre (Domingo)</i>	<b>1 PM - 6 PM</b>
<b>October 31 - November 4 (Monday through Friday)</b> <i>31 de Octubre - 4 de Noviembre (Lunes a Viernes)</i>	<b>7 AM - 7 PM</b>



**KEY FOCUS AREA:** E-Gov  
**AGENDA DATE:** August 10, 2016  
**COUNCIL DISTRICT(S):** N/A  
**DEPARTMENT:** City Secretary  
**CMO:** Rosa A. Rios, 670-3738  
**MAPSCO:** N/A

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**SUBJECT**

A resolution designating absences by Councilmember Scott Griggs, Councilmember Carolyn King Arnold and Councilmember Lee M. Kleinman as being for "Official City Business" - Financing: No cost consideration to the City

**BACKGROUND**

This item is on the addendum to allow council members additional time to request approval of their outstanding absences (if applicable) as "Official City Business."

Chapter III, Section 4(e) of the Dallas City Charter provides in part, "If any city council member, including the mayor, misses more than 10 percent of the total number of regular meetings held by the city council during any compensation year, then the city council member's compensation...for that year will be reduced proportionately by the percentage of meetings missed.... Meetings missed by a city council member while he or she is on the official business of the city council and at the direction of the city council will not be counted towards the percentage of missed meetings for which compensation reduction is required... but will be counted as though the member had attended the meetings that are missed while so engaged in city business."

Section 4.11(b) of the City Council Rules of Procedure provides that an absence by a council member for (1) attending a meeting or conference of a professional organization of or association of municipalities or municipal officers, (2) testifying at a legislative hearing at the request of the mayor, the city council, the chair of the council's legislative affairs committee or the city manager, or (3) attending a meeting of a board, commission, or committee to which the council member has been appointed by the mayor or the city council, will automatically be deemed to be for "official city business at the direction of the city council" and will not be counted against a city council member for purposes of determining the council member's annual compensation.

**BACKGROUND** (Continued)

Section 4.11(c) of the City Council Rules of Procedure provides that, in addition to those absences automatically considered to be on "official city business at the direction of the city council" under Section 4.11(b) above, the city council may by resolution designate whenever a council member's absence is for official city business and not counted as a missed meeting for purposes of determining the council member's annual compensation under Chapter III, Section 4 of the Dallas City Charter.

The proposed resolution authorizes and directs the city secretary to amend the minutes of city council meetings, without further city council action or approval, to reflect when the absences by designated council members have been deemed by the city council to be for "official city business."

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

This item has no prior action.

**FISCAL INFORMATION**

No cost consideration to the City.

August 10, 2016

**WHEREAS**, Chapter III, Section 4(e) of the Dallas City Charter provides in part, "If any city council member, including the mayor, misses more than 10 percent of the total number of regular meetings held by the city council during any compensation year, then the city council member's compensation... for that year will be reduced proportionately by the percentage of meetings missed.... Meetings missed by a city council member while he or she is on the official business of the city council and at the direction of the city council will not be counted towards the percentage of missed meetings for which compensation reduction is required... but will be counted as though the member had attended the meetings that are missed while so engaged in city business"; and

**WHEREAS**, Section 4.11(b) of the City Council Rules of Procedure provides that an absence by a council member for (1) attending a meeting or conference of a professional organization or association of municipalities or municipal officers, (2) testifying at a legislative hearing at the request of the mayor, the city council, the chair of the council's legislative affairs committee or the city manager, or (3) attending a meeting of a board, commission, or committee to which the council member has been appointed by the mayor or the city council, will automatically be deemed to be for "official city business at the direction of the city council" and will not be counted against a city council member for purposes of determining the council member's annual compensation; and

**WHEREAS**, Section 4.11(c) of the City Council Rules of Procedure provides that, in addition to those absences automatically considered to be on "official city business at the direction of the city council" under Section 4.11(b) referenced above, the city council may by resolution designate whenever a council member's absence is for official city business and not counted as a missed meeting for purposes of determining the council member's annual compensation under Chapter III, Section 4 of the Dallas City Charter; and

**WHEREAS**, Councilmember Scott Griggs, Councilmember Carolyn King Arnold and Councilmember Lee M. Kleinman participated in event(s) and/or meeting(s), as described in **Exhibit A** attached, which required them to miss all or part of one or more city council meeting(s) or committee meeting(s) on the date(s) noted;

**Now, Therefore,**

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

August 10, 2016

**SECTION 1.** That, in accordance with Chapter III, Section 4(e) of the Dallas City Charter and Section 4.11(c) of the City Council Rules of Procedure, the event(s) and/or meeting(s) described in **Exhibit A**, attached, are hereby deemed to be for "official city business," and any absences from city council meeting(s) and/or city council committee meeting(s), on the date(s) noted in **Exhibit A**, by Councilmember Scott Griggs, Councilmember Carolyn King Arnold and Councilmember Lee M. Kleinman because of their participation in any event(s) and/or meeting(s) will not be counted against them in determining their annual compensation under Chapter III, Section 4 of the Dallas City Charter.

**SECTION 2.** That, in accordance with Section 4.11(a) of the City Council Rules of Procedure, the City Secretary shall maintain a record of the absence on official city business so that such absence(s) will not count against Councilmember Scott Griggs, Councilmember Carolyn King Arnold and Councilmember Lee M. Kleinman in determining their annual compensation under Chapter III, Section 4 of the Dallas City Charter.

**SECTION 3.** That the City Secretary is authorized and directed to amend the minutes of each city council meeting held on the date(s) specified in Exhibit A, if applicable, to reflect that the absence(s) by Councilmember Scott Griggs, Councilmember Carolyn King Arnold and Councilmember Lee M. Kleinman as described in Exhibit A, were for "official city business," and no further city council action or approval of those minutes is required.

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

EXHIBIT A  
CITY COUNCIL MEMBER(S)  
REQUEST ABSENCE AS OFFICIAL CITY BUSINESS

<b>COUNCILMEMBER</b>	<b>MEETING DATE</b>	<b><u>MEETING</u> EXEMPTION</b>	<b>PURPOSE/LOCATION</b>	<b>ABSENCE TYPE</b>
<b>Scott Griggs</b>	6/20/2016	Arts, Culture, and Libraries Committee	Attended a meeting related to a project in his district	Absent more than 50%
<b>Carolyn K. Arnold</b>	6/20/2016	Arts, Culture, and Libraries Committee	Attended a meeting related to city business	Absent more than 50%
<b>Lee M. Kleinman</b>	8/1/2016	City Council Briefing	Attended a Dallas Police Fire Pension meeting Dallas, Texas	Absent





**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** August 10, 2016  
**COUNCIL DISTRICT(S):** 2, 14  
**DEPARTMENT:** Office of Economic Development  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** 45 L Q

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**SUBJECT**

Authorize approval of out of state financing for the Statler/Library redevelopment project to allow a Public Finance Authority to issue bonds pursuant to Wisconsin law – Financing: No cost consideration to the City

**BACKGROUND**

On April 23, 2014, City Council approved a development agreement, between the City of Dallas (the “City”), Centurion Acquisitions, L.P., and Commerce Statler Development, LLC (collectively, the “Developer”), and committed a TIF subsidy in the amount of \$46,500,000 for the redevelopment of the Statler and Old Library buildings located at 1914 Commerce Street, Dallas, Texas, the Old Dallas Central Library building project, located at 1954 Commerce Street, Dallas, Texas, and the Jackson Street Garage project, located at 2007 Jackson Street and 2002 Commerce Street, Dallas, Texas (collectively, the “Project”). The Statler building will be redeveloped into 219 residential apartments, 161 hotel rooms and 60,000 square feet of ground level retail, restaurant and entertainment venues. The former public library building will be converted to 88,000 square feet of office and event space. Adjacent streetscape, landscape and parking improvements are components of the Project.

The developer desires to pledge its \$46.5 million TIF Subsidy to a Public Finance Authority pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, commonly known as the “Joint Exercise of Powers Law” (the “Act”), and the terms of an Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), in order to issue revenue bonds in accordance with the Act for the purpose of financing various types of projects within or outside the State of Wisconsin.

## **BACKGROUND** (Continued)

The Authority has been authorized to approve the issuance of up to \$46.5 million of Bonds (the "Bonds") to provide part of the financing for the Project, the Bonds to be secured and payable solely by the TIF Subsidy committed pursuant to which the TIF Subsidy will be sold, transferred, conveyed and assigned to the Authority and, as a result, will be paid directly by the City to the Authority or its bond trustee.

A Public Finance Authority may not issue bonds to finance a capital improvement in any state or territory or the United States unless a political subdivision within whose boundaries the project is to be located has approved the financing. Accordingly, the Authority is seeking approval by the City Council for this financing.

~~As a~~ The following are conditions to this approval, ~~the Authority shall agree:~~

1. Developer shall ~~To~~ indemnify the city for all claims arising from the bond issuance, ~~other agreements,~~ actions/inactions of the trustee, and any and all actions by the parties related to the Bond issuance and not subject to the development agreement.
2. Authority agrees that ~~That~~ the City shall have no responsibility or liability of any kind, direct or indirect, with respect to the terms, sale, issuance, security or payment of the Bonds, which shall be the sole responsibility of the Authority.
3. Authority agrees that ~~That~~ the official statement and all offering documents for these bonds shall emphasize that the City has no obligation to pay anything beyond the TIF Subsidy and that the TIF Subsidy is subject to all the terms and conditions of the development agreement and the availability of future TIF revenues received, if any.
4. Authority agrees that ~~That~~ the city shall not incur any additional obligations or liability, including any reporting or compliance obligations in connection with the issuance.
5. Authority agrees that ~~That~~ payment of the TIF Subsidy shall be subject to all contractual terms and contingencies in the development agreement including the superiority of prior projects such as the obligations issued for the Mercantile block and the increment allocation policy.
6. Authority agrees that ~~That~~ all statements characterizing the project shall be accurately described.

As of June 2016, all demolition and debris removal, asbestos remediation and interior framing of hotel rooms and apartments have been completed. Exterior restoration efforts are well underway and new steel structure and mechanical equipment has been installed on the roof.

## **ESTIMATED SCHEDULE OF PROJECT**

Started Construction      June 2015  
Complete Construction      October 2017

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

On March 27, 2014, the Downtown Connection TIF District Board of Directors reviewed and recommended approval of a development agreement with Centurion Acquisitions, LP, for TIF funding for the Statler/Library/Jackson Street project in an amount not to exceed \$46,500,000, of which \$43,500,000 is in the form of an Economic Development TIF Grant.

On April 23, 2014, City Council authorized a development agreement with Centurion Acquisitions, LP for redevelopment of the Statler and Old Library buildings and TIF subsidy in an amount not to exceed \$46,500,000 by Resolution Nos. 14-0684 and 14-0685.

Information about this item will be provided to the Economic Development Committee on August 1, 2016.

## **FISCAL INFORMATION**

No cost consideration to the City.

## **PROJECT COUNCIL DISTRICT**

14

### **OWNER**

Centurion Acquisitions, LP

Mehrdad Moayedi, President and CEO  
1221 N. I-35 E  
Carrollton, TX 75006

### **DEVELOPER**

Centurion Acquisitions, LP

Mehrdad Moayedi, President and CEO  
1221 N. I-35 E  
Carrollton, TX 75006

### **MAP**

Attached.

# Statler/Library/Jackson Street Redevelopment Project



**City of Dallas**  
Office of Economic Development



Area Redevelopment Division  
<http://www.Dallas-EcoDev.org>

Created 3/2014

## Legend

- Jackson Street
- Statler Hilltop
- Old Dallas Public Library
- Downtown Connection TIF Boundary
- Downtown Connection TIF Parcels
- Properties Outside of TIF
- Rail Station
- DART Red Line
- DART Blue Line
- DART Green Line
- DART Orange Line
- Trinity Railway Express



August 10, 2016

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

**WHEREAS**, on June 8, 2005, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Eleven, City of Dallas, Texas (“Downtown Connection TIF District”) in accordance with the Tax Increment Financing Act, as amended, Chapter 311 of the Texas Tax Code, Vernon’s Texas Codes Annotated (the “Act”) to promote development and redevelopment in the Uptown and Downtown areas through the use of tax increment financing by Ordinance No. 26020; as amended; and

**WHEREAS**, on August 29, 2005, City Council authorized the Downtown Connection Tax Increment Financing District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 26096; as amended; and

**WHEREAS**, on March 27, 2014, Downtown Connection TIF District Board of Directors reviewed and recommended approval of a development agreement with Centurion Acquisitions, LP, (the “Developer”) for TIF incentives and dedication of TIF funding for eligible project costs (street/utility improvements) in an amount not to exceed \$3,000,000 plus an Economic Development TIF Grant in an amount not to exceed \$43,500,000 for a total not to exceed \$46,500,000 for redevelopment of the buildings located at 1914 Commerce Street (Statler building) and 1954 Commerce Street (Old Dallas Central Library building) and the properties at 2002 Commerce Street, 210, 300 and 308 S. Harwood Street and 2003 Jackson Street (collectively the “Project”); and

**WHEREAS**, on April 7, 2014, the Economic Development Committee was briefed and recommended approval of TIF funding for Project in an amount not to exceed \$46,500,000; and

**WHEREAS**, on April 23, 2014, City Council authorized a development agreement with the Developer for the Project and approved a TIF subsidy in an amount not to exceed \$46,500,000, by Resolution Nos. 14-0684 and 14-0685; and

**WHEREAS**, the developer desires to pledge its \$46.5 million TIF Subsidy to a Public Finance Authority pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, commonly known as the “Joint Exercise of Powers Law” (“Wisconsin Law”), and the terms of an Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), in order to issue revenue bonds in accordance with Wisconsin Law for the purpose of financing various types of projects within or outside the State of Wisconsin; and

August 10, 2016

**WHEREAS**, the Authority has been authorized to approve the issuance of up to \$46.5 million of Bonds (the "Bonds") to provide part of the financing for the Project, the Bonds to be secured and payable solely by the TIF Subsidy committed pursuant to which the TIF Subsidy will be sold, transferred, conveyed and assigned to the Authority and, as a result, will be paid directly by the City to the Authority or its bond trustee; and

**WHEREAS**, the Authority may not issue bonds to finance a capital improvement in any state or territory or the United States unless a political subdivision within whose boundaries the project is to be located has approved the financing; and

**WHEREAS**, the Authority is therefore seeking approval by the City Council for this financing; and

**WHEREAS**, in furtherance of the Downtown Connection TIF District Project Plan and Reinvestment Zone Financing Plan and to promote within the Downtown Connection TIF District: (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City approved economic incentives to Developer, for the Project in the Downtown Connection TIF District; and

**WHEREAS**, the expenditure of TIF funds supporting this Project is consistent with promoting development and redevelopment of the Downtown Connection TIF District in accordance with the purposes for its creation, the City's revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan for the Downtown Connection TIF District.

**NOW, THEREFORE,**

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

**Section 1.** That the out-of-state financing for the Project is approved and the Authority may issue bonds pursuant to Wisconsin Law.

**Section 2.** That this approval is subject to ~~the Authority agreeing to~~ each of the following:

- (a) Developer shall ~~To~~ indemnify the city for all claims arising from the ~~bond~~ Bond issuance, ~~other agreements,~~ actions/inactions of the trustee, and any and all actions by the parties related to the Bond issuance and not subject to the development agreement.

August 10, 2016

**Section 2.** (Continued)

- (b) Authority agrees that ~~That~~ the City shall have no responsibility or liability of any kind, direct or indirect, with respect to the terms, sale, issuance, security or payment of the Bonds, which shall be the sole responsibility of the Authority.
- (c) Authority agrees that ~~That~~ the official statement and all offering documents for these bonds shall emphasize that the City has no obligation to pay anything beyond the TIF Subsidy and that the TIF Subsidy is subject to all the terms and conditions of the development agreement and the availability of future TIF revenues received, if any.
- (d) Authority agrees that ~~That~~ the city shall not incur any additional obligations or liability, including any reporting or compliance obligations in connection with the issuance.
- (e) Authority agrees that ~~That~~ payment of the TIF Subsidy shall be subject to all contractual terms and contingencies in the development agreement including the superiority of prior projects such as the obligations issued for the Mercantile block and the increment allocation policy.
- (f) Authority agrees that ~~That~~ all statements characterizing the project shall be accurately described.

**Section 3.** That nothing in the resolution shall be construed to require the City to approve future dedications of Downtown Connection TIF revenues (the "TIF Subsidy") from any source of the City funds other than the Downtown Connection TIF District Fund. Any portion of the TIF Subsidy that remains unpaid due to lack or unavailability of Downtown Connection TIF District Funds shall no longer be considered project costs of the Downtown Connection TIF District or the City and the obligation of the Downtown Connection TIF District to pay Centurion Acquisitions, LP shall automatically expire.

**Section 4.** That the TIF Subsidy to be provided to Centurion Acquisition, LP, will be based on the Downtown Connection TIF District's Increment Allocation Policy and Reimbursement Queue for the sharing of future revenues in the Tax Increment Fund, adopted by the Downtown Connection TIF District Board of Directors September 16, 2009.

**Section 5.** That should Centurion Acquisitions, LP, not perform one or more of the contingencies detailed in the executed development agreement for the project, the City Manager is authorized to and may terminate the development agreement and disallow the total TIF Subsidy up to an amount not to exceed \$46,500,000.

August 10, 2016

**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.



**KEY FOCUS AREA:** Public Safety  
**AGENDA DATE:** August 10, 2016  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Office of Emergency Management  
**CMO:** Eric Campbell, 670-3255  
**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** acceptance of Public Assistance Funds from the Federal Emergency Management Agency of the U.S. Department of Homeland Security passed through the Texas Division of Emergency Management in an amount not to exceed \$10,000,000 to reimburse emergency response and permanent disaster recovery work efforts by the City as a result of the May 2015 Presidentially Declared Disaster; **(2)** the receipt and deposit of funds from the Federal Emergency Management Agency in an amount not to exceed \$10,000,000; **(3)** the establishment of appropriations in an amount not to exceed \$10,000,000 in the FEMA Public Assistance Fund; and **(4)** execution of the grant agreement and any other documents required - Not to exceed \$10,000,000 - Financing: FEMA Public Assistance Funds

**BACKGROUND**

The FEMA Public Assistance Program provides grants to state, local, and federally recognized tribal governments and certain private non-profit entities to assist them with the response to and recovery from disasters. Specifically, the program provides assistance for debris removal, emergency protective measures, and permanent restoration of infrastructure.

Public Assistance Process: As soon as practicable after a disaster declaration, the grantee (state, territory, or tribe), assisted by FEMA, conducts the Applicant Briefings for state, territorial, local, and tribal officials to inform them of the assistance available and how to apply for it. A Request for Public Assistance must be filed by the grantee within 30 days after the area is designated eligible for assistance. Following the Applicant's Briefing, a Kickoff Meeting is conducted where damages will be discussed, needs assessed, and a plan of action put in place. A combined federal/state/territorial/tribal/local team proceeds with Project Formulation, which is the process of documenting the eligible facility, the eligible work, and the eligible cost for fixing the damages to every public facility identified by State, territorial, tribal, or local representatives.

## **BACKGROUND** (Continued)

Requests for reimbursement of projects must be approved by FEMA prior to receiving reimbursements. If the request is approved by FEMA, funding of the project will be reimbursed at 75% of the total cost of the project. If disapproved, the subrecipient will be notified in writing why the request was denied and will be advised of the right to appeal the determination.

Reimbursements are received incrementally throughout the program period. Reimbursements received are dispersed following approval of eligible projects by FEMA.

The team prepares a Project Worksheet (PW) based on actual costs or on the basis of an estimate for each project.

Public Assistance Projects Categories:

Category A: Debris removal

Category B: Emergency protective measures

Category C: Roads and bridges

Category D: Water control facilities

Category E: Public buildings and contents

Category F: Public utilities

Category G: Parks, recreational, and other facilities

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

Information about this item will be provided to the Public Safety Committee on August 8, 2016.

## **FISCAL INFORMATION**

FEMA Public Assistance Funds - \$10,000,000

August 10, 2016

**WHEREAS**, the Federal Emergency Management Agency through the Texas Department of Public Safety-Texas Division of Emergency Management has made funding available to the City of Dallas under the Public Assistance Program to reimburse emergency response and permanent work recovery efforts; and

**WHEREAS**, reimbursement funds will be distributed to City Departments for work completed in Fiscal Year 15-16 and 16-17; and

**WHEREAS**, the City of Dallas will benefit from reimbursements received due to the May 2015 Presidentially Declared Disaster.

**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 Public Assistance Funds from the Federal Emergency Management Agency of the U.S. Department of Homeland Security passed through the Texas Division of Emergency Management under the Public Assistance Program (Program No. DR-4223, CFDA No. 97.036) to reimburse emergency response and permanent disaster recovery efforts for the period June 1, 2015 through September 30, 2017 in an amount not to exceed \$10,000,000; and execute the grant agreement.

**Section 2.** That the Chief Financial Officer is hereby authorized to deposit the FEMA Public Assistance Funds in Fund F488, Department MGT, Unit ~~4948~~ 1964, Revenue Source Code 6526 in an amount not to exceed \$10,000,000.

**Section 3.** That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$10,000,000 in Fund F488, Department MGT, Unit ~~4948~~ 1964, Object code 3099.

**Section 4.** That the Chief Financial Officer is hereby authorized to ~~reimburse~~ disburse funds in an ~~total~~ amount not to exceed \$10,000,000 from Fund F488, Department MGT, Unit ~~4948~~ 1964, Object Code 3099.

**Section 5.** That the City Manager is hereby authorized to reimburse the granting agency 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 6.** That the City Manager shall keep the appropriate City Council Committee informed of all final monitoring reports not later than 30 days after the receipt of the report.

August 10, 2016

**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.