

QUALITY OF LIFE, ARTS & CULTURE COMMITTEE
DALLAS CITY COUNCIL COMMITTEE AGENDA (REVISED)

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CITY SECRETARY
DALLAS, TEXAS

MONDAY, SEPTEMBER 24, 2018
CITY HALL
COUNCIL BRIEFING ROOM, 6ES
1500 MARILLA STREET
DALLAS, TEXAS 75201
9:00 A.M. – 11:00 A.M.

Chair, Councilmember Sandy Greyson
Vice-Chair, Councilmember Mark Clayton
Councilmember Rickey D. Callahan
Councilmember Jennifer S. Gates
Councilmember Scott Griggs
Councilmember B. Adam McGough
Councilmember Omar Narvaez

Call to Order

1. Approval of June 25, 2018 & August 27, 2018 Minutes

BRIEFINGS

2. Overview of Air Quality Monitoring
Frances Verhalen, P.E., Chief
Air Monitoring Section, U.S. EPA
(Region 6)
3. Project Highlight: Breathe Easy Dallas
Kathy Jack, PhD
The Nature Conservancy

Haneen Khreis, Ph.D., M.Sc. (Eng.)
Texas A&M Transportation Institute
4. The North Texas Clean Air Network
Dr. David Lary
Associate Professor – Physics, UTD

Jim Schermbeck
Downwinders at Risk

5. **Upcoming Agenda Items**

September 26, 2018

- A. Authorize the (1) acceptance of a grant from the Institute of Museum and Library Service through the Texas State Library and Archives Commission (TSLAC) for the SFY 2019 Special Projects Grant Program (Grant No. SPP-19004/Federal ID No. LS-00-17-0044-18, CFDA No. 45.310) to create new advanced English as a Second Language (ESL) courses in the amount of \$75,000.00 for the period September 1, 2018 through August 31, 2019; (2) establishment of appropriations in an amount not to exceed \$75,000.00 in the SFY 2019 TSLAC-Special Projects Grant-ESL 18-19 Fund; (3) receipt and deposit of grant funds for reimbursement from the Texas State Library and Archives Commission

A quorum of the City Council may attend this Council Committee meeting

in an amount not to exceed \$75,000.00 in the SFY 2019 TSLAC-Special Projects Grant-ESL 18-19 fund; and (4) execution of the grant agreement and all terms, conditions, and documents required by the grant agreement - Total not to exceed \$75,000.00 - Financing: Texas State Library and Archives Commission Grant Funds

- B. Authorize (1) the acceptance of a one-year continuation cost-share grant from the Corporation for National and Community Service for the City of Dallas AmeriCorps Volunteers in Service to America (VISTA) Program (Grant No.14VSWTX018, CFDA No. 94.013), for capacity building in low-income communities; (2) the execution of a Memorandum of Agreement and all terms, conditions, and documents required by the agreement for the City of Dallas AmeriCorps VISTA Program for the period September 30, 2018 through September 28, 2019; and (3) a cost-share - Not to exceed \$73,866.00 - Financing: General Fund
- C. Authorize (1) amendments to the program statement for the GrowSouth Neighborhood Challenge Grant Program and rename it as the Dallas Neighborhood Vitality Grant Program; and (2) the City Manager to execute future grant agreements in accordance with the new program statement, subject to future appropriations - Financing: No cost consideration to the City

Adjourn



Sandy Greyson, Chair
Quality of Life, Arts & Culture Committee

HANDGUN PROHIBITION NOTICE FOR MEETINGS OF GOVERNMENTAL ENTITIES

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

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

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

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

EXECUTIVE SESSION NOTICE

A closed executive session may be held if the discussion of any of the above agenda items concerns one of the following:

1. seeking the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. [Tex. Govt. Code §551.071]
2. deliberating the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.072]
3. deliberating a negotiated contract for a prospective gift or donation to the city if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.073]
4. deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. [Tex. Govt. Code §551.074]
5. deliberating the deployment, or specific occasions for implementation, of security personnel or devices. [Tex. Govt. Code §551.076]
6. discussing or deliberating commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay or expand in or near the city and with which the city is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. [Tex Govt. Code §551.087]
7. deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementations of security personnel, critical infrastructure, or security devices. [Tex. Govt. Code §551.089]

Quality of Life, Arts & Culture Committee Meeting Record

Meeting Date: June 25, 2018

Convened: 9:06 AM

Adjourned: 10:48 AM

Members Present:

Sandy Greyson (Chair)
Mark Clayton (Vice-Chair)
Rickey D. Callahan
Jennifer S. Gates
Scott Griggs
B. Adam McGough
Omar Narvaez

Members Absent:

Council Members Present:

Kevin Felder
Philip Kingston
Casey Thomas, II

Briefing Presenters

Kris Sweckard
Director, Code Compliance

Mandy Shreve
Assistant Director, Code Compliance

Billerae Johnson
City Secretary

John Slate
City Archivist

Jennifer Scripps
Director, Office of Cultural Affairs

Staff Present:

Casey Burgess; Louise Elam; David Fisher; Juan Garcia; Clifton Gillespie, Daniel Huerta; Anna Gonzalez; Willis Winters; Joey Zapata

Guests:

AGENDA:

1. Approval of the June 11, 2018 Minutes

Information Only:

Action Taken/Committee Recommendation(s): A motion was made to approve the minutes of June 11, 2018.

Motion made by: Omar Narvaez

Motion seconded by: Rickey D. Callahan

Item passed unanimously:

Item passed on a divided vote:

Item failed unanimously:

Item failed on a divided vote:

2. Proposed Reform of Food Inspection Model

Presenter(s): Kris Sweckard, Director, Code Compliance; Mandy Shreve, Assistant Director, Code Compliance

Information Only:

The Committee was briefed on the Proposed Reform of Food Inspection Model.

Action Taken/Committee Recommendation(s):

The Committee discussed:

- Adjustment of fees and revenue reduction
- Inspection fees
- Length of an inspection
- Risk based assessment model was moved forward with staff recommendations

Motion made by:

Motion seconded by:

Item passed unanimously:

Item passed on a divided vote:

Item failed unanimously:

Item failed on a divided vote:

3. Dallas Municipal Archives: The History and Legacy of 14-1

Presenter(s): Bilierae Johnson, City Secretary; John Slate, City Archivist

Information Only:

The Committee was briefed on the Dallas Municipal Archives: The History and Legacy of 14-1.

Action Taken/Committee Recommendation(s):

The Committee discussed:

- Exploring similar projects in other cities
- The time frame, short term and long term
- Concerns about the expenses for this project
- A motion to move forward with staff recommendations

Motion made by: B. Adam McGough

Motion seconded by: Mark Clayton

Item passed unanimously:

Item passed on a divided vote:

Item failed unanimously:

Item failed on a divided vote:

4. Dallas Cultural Plan Midpoint Update

Presenter(s): Jennifer Scripps, Director, Office of Cultural Affairs

Information Only:

The Committee was briefed on the Dallas Cultural Plan Midpoint Update.

Action Taken/Committee Recommendation(s):

The Committee discussed:

- The request of a memo detailing the members of the steering committee by Council district
- The usage of black box theaters
- The need to focus on equity and pop up art
- The implementation of Arts and Culture in the 2017 Bond Program

Motion made by:

Item passed unanimously:

Item failed unanimously:

Motion seconded by:

Item passed on a divided vote:

Item failed on a divided vote:

5. **INFORMATIONAL MEMORANDUM: ESPN Productions Contract for Heart of Dallas Bowl**

Presenter(s):

Information Only:

Information about the ESPN Productions Contract for Heart of Dallas Bowl was provided via memorandum.

Action Taken/Committee Recommendation(s):

The Committee discussed:

- Concerns about the amount of tax payers' funds being used
- Justifying city support for the Bowl
- A motion to move forward to full Council with the recommendation of the Committee

Motion made by: Mark Clayton

Item passed unanimously:

Item failed unanimously:

Motion opposed by: Scott Griggs & Omar Narvaez

Motion seconded by: Rickey D. Callahan

Item passed on a divided vote:

Item failed on a divided vote:

6. **Upcoming Agenda Items**

Presenter(s):

Information Only:

Information about the upcoming items was included in the briefing materials.

Action Taken/Committee Recommendation(s):

A motion was made to move Agenda Items forward to full council except for agenda item D. There was no second.

Upcoming Agenda Items were moved forward to full Council.

Motion made by:

Item passed unanimously:

Item failed unanimously:

Motion seconded by:

Item passed on a divided vote:

Item failed on a divided vote:

Councilmember Sandy Greyson
Chair

Quality of Life, Arts & Culture Committee Meeting Record

Meeting Date: August 27, 2018 Convened: 9:10 AM Adjourned: 11:08 AM

Members Present:

Sandy Greyson (Chair)
Mark Clayton (Vice-Chair)
Rickey D. Callahan
Jennifer S. Gates
Scott Griggs
Omar Narvaez

Members Absent:

B. Adam McGough

Council Members Present:

Kevin Felder
Philip Kingston
Lee M. Kleinman

Briefing Presenters

Sandy Greyson
Chair

Staff Present:

Gabrielle Bolling; Sandra Bowie; Casey Burgess; Peer Chacko; Louise Elam; David Fisher; Juan Garcia; Clifton Gillespie, Jo Giudice; Anna Gonzalez, Daniel Huerta; Jack Ireland; Clinton Lawrence; James McGuire; Jennifer Scripps; Kris Sweckard; Willis Winters; Janette Weedon; Joey Zapata

Guests:

AGENDA:

1. **Approval of the June 25, 2018 Minutes**

Information Only:

Action Taken/Committee Recommendation(s): Committee held approval of minutes to correct issues on items 4 & 6.

Motion made by:

Motion seconded by:

Item passed unanimously:

Item passed on a divided vote:

Item failed unanimously:

Item failed on a divided vote:

2. **FY 2018-19 Budget Amendments**

Presenter(s): Sandy Greyson

Information Only:

The Committee discussed FY 2018-19 Budget Amendments.

Action Taken/Committee Recommendation(s):

Amendment #38 – Lee Kleinman – No motion was made

Amendment #39 – Lee Kleinman

Motion was made to move forward with approval to the City Council on August 29, 2018. Motion failed on a divided vote; 3-3.

Motion made by: Jennifer S. Gates

Motion seconded by: Mark Clayton

Amendment #46 – Lee Kleinman

Motion was made to move forward with approval to the City Council on August 29, 2018. Motion failed on a divided vote; 2-4.

Motion made by: Jennifer S. Gates

Motion seconded by: Rickey D. Callahan

Amendment #47 – Lee Kleinman

Motion was made to move forward with approval to the City Council on August 29, 2018. Motion passed on a divided vote; 4-2.

Motion made by: Mark Clayton

Motion seconded by: Jennifer S. Gates

Amendment #40 – Lee Kleinman – No motion was made

Amendment #41 – Lee Kleinman – No motion was made

Amendment #42 – Lee Kleinman – No motion was made

Amendment #44 – Lee Kleinman – No motion was made

Amendment #45 – Lee Kleinman – No motion was made

Amendment #43 – Lee Kleinman

Motion was made to move forward with approval to the City Council on August 29, 2018. Motion failed on a divided vote; 2-3.

Motion made by: Jennifer S. Gates

Motion seconded by: Rickey D. Callahan

Amendment #48 – Lee Kleinman – No motion was made

Amendment #49 – Lee Kleinman – No motion was made

Amendment #50 – Jennifer S. Gates – No motion was made

Amendment #51 – Jennifer S. Gates – No motion was made

Amendment #52 – Kevin Felder – No motion was made

Amendment #53 – Kevin Felder – No motion was made

Amendment #54 – Kevin Felder – No motion was made

Amendment #55 – Kevin Felder – No motion was made

Amendment #55-B – Sandy Greyson

Motion was made to move forward with approval to the City Council on August 29, 2018. Motion passed unanimously; 5-0.

Motion made by: Sandy Greyson

Motion seconded by: Jennifer S. Gates

Amendment #55-A – Sandy Greyson

Motion was made to move forward with approval to the City Council on August 29, 2018. Motion passed on a divided vote; 4-1.

Motion made by: Sandy Greyson

Motion seconded by: Omar Narvaez

3. **INFORMATIONAL MEMORANDUM: Corporation for National and Community Service Grant for the AmeriCorps VISTA (Volunteer In Service to America) Program**

Presenter(s):

Information Only:

Information about the Corporation for National and Community Service Grant for the AmeriCorps VISTA (Volunteer In Service to America) Program was provided via memorandum.

Action Taken/Committee Recommendation(s):

Motion made by:

Motion seconded by:

Item passed unanimously:

Item passed on a divided vote:

Item failed unanimously:

Item failed on a divided vote:

4. **Upcoming Agenda Items**

Presenter(s):

Information Only:

Information about the upcoming items was included in the briefing materials.

Action Taken/Committee Recommendation(s): Upcoming Agenda Items were moved forward to full Council.

Motion was made to defer Item C

Motion made by: Omar Narvaez

Motion seconded by: Scott Griggs

Item passed unanimously:

Item passed on a divided vote:

Item failed unanimously:

Item failed on a divided vote:

Motion was made to deny items E & F

Motion made by: Scott Griggs

Motion seconded by: Omar Narvaez

Item passed unanimously:

Item passed on a divided vote:

Item failed unanimously:

Item failed on a divided vote:

Councilmember Sandy Greyson
Chair

Memorandum



CITY OF DALLAS

DATE September 20, 2018

TO Honorable Members of the Quality of Life, Arts, and Culture Committee

SUBJECT **Overview of Air Quality Monitoring**

The U.S. Environmental Protection Agency (EPA) will give an overview of air quality monitoring at the Quality of Life, Arts, and Culture Committee meeting on Monday, September 24, 2018. For more than 25 years, the City of Dallas has operated under contract with Texas Commission on Environmental Quality (TCEQ) as part of Texas ambient air monitoring network. TCEQ and EPA review and approve this regulatory state-wide network annually to ensure it meets all federal and state regulatory criteria, and the public is given opportunity to comment on any perceived gaps. Based on data collected by this regulatory network, Dallas' air is in nonattainment with federal standards for ozone. Based on the data collected by the network, Dallas is attainment with federal standards for other air pollutants including particulate matter (PM).

Over the past several years, low-cost air sensors have become available to the public. These low-cost air sensors present new opportunities for uses beyond regulatory monitoring but are not yet able to provide direct measurements of real-time health impacts. The Resilient Dallas plan, adopted by City Council on August 8, 2018, includes application of new air sensing technology to help solve equity and air quality concerns and City staff are committed to assess and utilize this new technology and its potential application to help mitigate Dallas' air quality challenges and fill data gaps.

Frances Verhalen, P.E., Chief of Air Monitoring Section, EPA Region 6, will provide additional information and answer questions regarding the Texas ambient air monitoring network and potential applications for new air sensing technology.

Please contact me if you have any questions or need additional information.

A handwritten signature in blue ink that reads "Joey Zapata".

Joey Zapata
Assistant City Manager

c: Honorable Mayor and Members of the City Council
T.C. Broadnax, City Manager
Chris Caso, City Attorney (I)
Craig D. Kinton, City Auditor
Billierae Johnson, City Secretary
Preston Robinson, Administrative Judge

Kimberly Bizer Tolbert, Chief of Staff to the City Manager
Majed A. Al-Ghafry, Assistant City Manager
Jon Fortune, Assistant City Manager
Nadia Chandler Hardy, Assistant City Manager and Chief Resilience Officer
M. Elizabeth Reich, Chief Financial Officer
Directors and Assistant Directors

Memorandum



CITY OF DALLAS

DATE September 19, 2018

TO Honorable Members of the Quality of Life, Arts & Culture Committee: Sandy Greyson (Chair), Mark Clayton (Vice Chair), Rickey D. Callahan, Jennifer S. Gates, Scott Griggs, B. Adam McGough, Omar Narvaez

SUBJECT Project Highlight: Breathe Easy Dallas

On Monday, September 24, 2018, you will be briefed on the Project Highlight: Breathe Easy Dallas. The briefing materials are attached for your review.

Please feel free to contact me if you have any questions or concerns.

A handwritten signature in blue ink that reads "Joey Zapata".

Joey Zapata
Assistant City Manager

c: T.C. Broadnax, City Manager
Chris Caso, City Attorney (I)
Craig Kinton, City Auditor
Billerae Johnson, City Secretary
Preston Robinson, Administrative Judge
Kimberly Bizzor Tolbert, Chief of Staff to the City Manager

Majed A. Al-Ghafry, Assistant City Manager
Jon Fortune, Assistant City Manager
Nadia Chandler Hardy, Assistant City Manager and Chief Resilience Officer
M. Elizabeth Reich, Chief Financial Officer
Directors and Assistant Directors

Breathe Easy Dallas

Healthy air. Healthy kids.

Kathy Jack, Ph.D.
Dallas Urban Conservation Associate
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nature.org/texas

Haneen Khreis, Ph.D.
Assistant Research Scientist
Center for Advancing Research in
Transportation Emissions, Energy & Health
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979-458-9857
<https://www.carteeh.org>



- **Project overview**
 - Goal
 - Partners and stakeholders
 - Ph I and Ph II
- **Research context and design**
- **Questions**

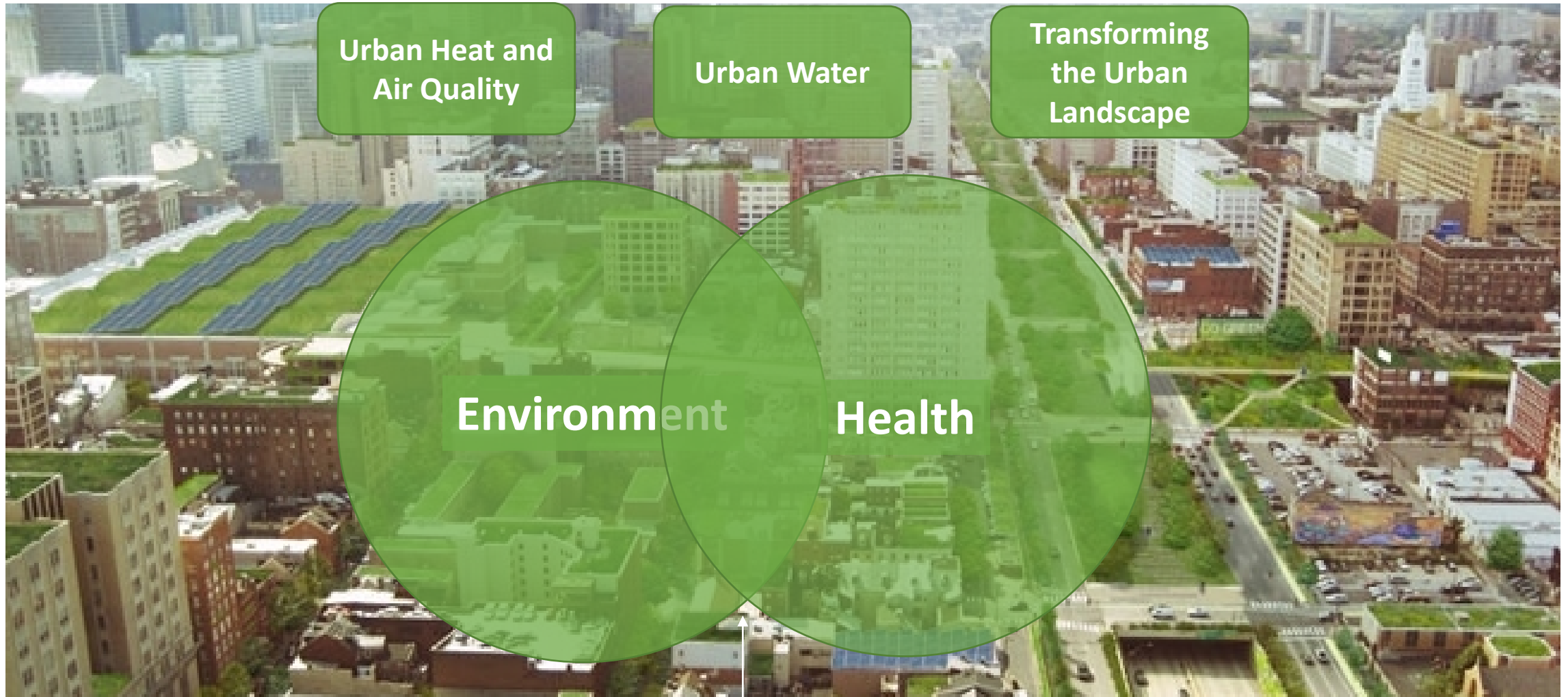


Breathe Easy Dallas brings together The Nature Conservancy (TNC), the City of Dallas (the City), Dallas Independent School District (DISD), Texas A&M Transportation Institute (TTI), and public health and other community leaders to improve health, educational, and social outcomes for Dallas children at high risk for asthma-related absenteeism.

- The project will study the impact of selected interventions—reduced idling, school-based health initiatives, and tree plantings—on air quality and asthma-related absenteeism at select schools.
- Gather high quality local data.
- Integrate stakeholders into process & share lessons.
- Project emerged from a collaborative situational analysis of environmental health challenges facing Dallas, facilitated by The Nature Conservancy in 2017.



BUILDING HEALTHY CITIES



In cities, TNC brings **science, collaboration, and nature-based solutions** to build cities where both nature and people can thrive.

BUILDING A COOL, CLEAN, RESILIENT DALLAS



In 2017, The Nature Conservancy facilitated a **collaborative situational analysis**

- opportunities for widespread, impactful, and scalable solutions
 - air quality
 - urban heat
 - water quality and quantity
 - access to green space



- **Dallas has a persistent problem with poor air quality and pediatric asthma.**
- The region consistently fails to meet regulatory limits on ozone pollution.
- According to health researchers, DFW “far exceeds both the state and national rates” for childhood asthma.¹
- Dallas County leads the region for hospitalizations from childhood asthma.²
- Respiratory issues are a leading cause of absenteeism among Dallas Independent School District (DISD) students.

¹ *Asthma: Six-county profile*. content from their regular Community-wide Children’s Health Assessment and Planning Survey (CCHAPS). <https://www.centerforchildrenshealth.org/en-us/HealthIssues/asthma/Pages/Asthma.aspx>. Retrieved online May 18, 2018.

² Texas Department of State Health Services (2011) in [Asthma statistics and facts from Children’s Medical Center Dallas](#). Retrieved online May 18,



Breathe Easy Dallas

Healthy air. Healthy kids.



- **Research indicates that not all children are impacted equally.**
- The Center for Disease Control finds that in the U.S., black children are twice as likely as white children to have asthma, and with greater severity—experiencing higher-than-average rates of hospitalization, emergency room visits and deaths from asthma.³
- Recent research further demonstrates “a link between asthma and an increased risk of falling into poverty.”⁴
- Local government, education, non-profit and health care leaders in Dallas are eager to improve outcomes for asthmatic children but **have lacked the data** to most effectively direct programs and resources to address both health and air quality.

³ Center for Disease Control and Prevention (CDC). (2017). *Asthma's Impact on the Nation* in Children's Health. [Beyond ABC's, Assessing the Well-being of North Texas Children](#). Retrieved online May 18, 2018.

⁴ Callander, E.J.; Schofield, D.J. (2015). Effect of asthma on falling into poverty: The overlooked costs of illness. *Annals of Allergy, Asthma & Immunology*, 374-378. Quoted in [Beyond ABC's, Assessing the Well-being of North Texas Children](#). Published by Children's Health 2017.



Breathe Easy Dallas

Healthy air. Healthy kids.



- **Phase I:**

- Identify schools- high % students with asthma; high risk;
- Engage Texas A&M Transportation Institute - research design
 - [Center of Advancing Transportation Emissions, Energy, and Health \(CARTEEH\)](#)
- Install air quality monitors & connect to COD Smart Cities platform.
- Work with DISD staff to track asthma-related absenteeism
- Baseline measures collected for SY 2018-2019.
- Stakeholders involved in implementation design (Ph II)

- **Phase II:**

- Continue to collect measures on air quality and asthma-related absenteeism for SY 2019-2020.
- Implement 3 practical measures: trees/vegetation, anti-idling, school based health.
- Analyze results and make recommendations.



- **Air quality benefits of trees & vegetation**
- Global analyses cooling and air quality benefits of trees; localized studies on impacts and cost-benefits.
- Trees remove air pollution by the interception of particulate matter on plant surfaces and the absorption of gaseous pollutants through the leaf stomata.
- PM and cooling benefits documented- *localized* benefits most clear for PM.
- Smart siting of trees important to maximize benefits
- TNC's **Green Heart Project** in Louisville, KY. Pilot school tree planting:
 - Found 60% less PM behind buffer
 - Immune system function increased, inflammation levels decreased

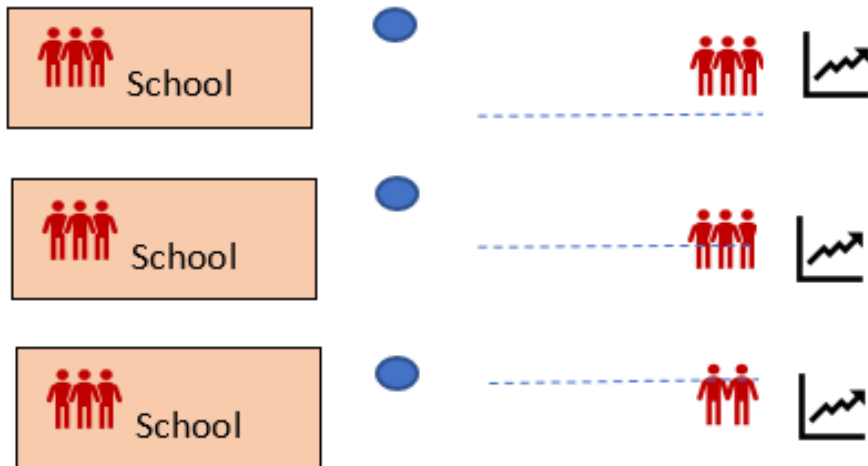


Breathe Easy Dallas

Healthy air. Healthy kids.



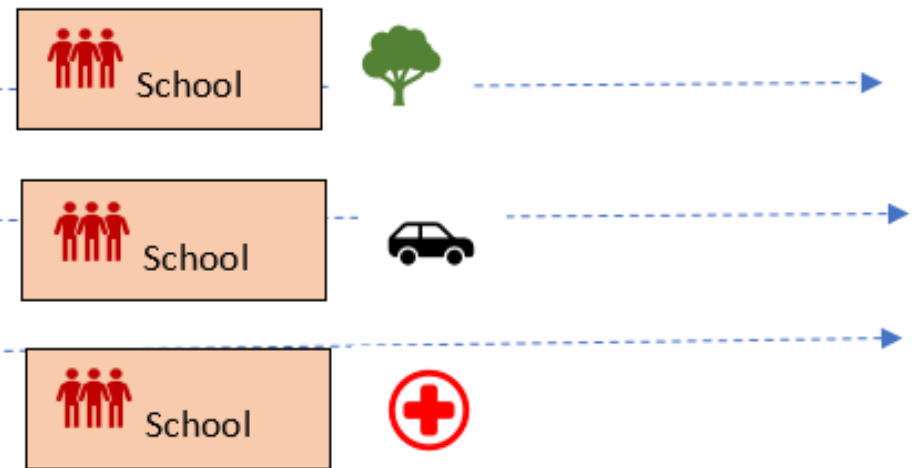
Phase I: Baseline Measures



* Note: 9 total schools



Phase II: Intervention



* Note: 9 total schools

Aeroqual AQY1; O₃, NO₂, PM 2.5, 10; temperature, relative humidity



- 228 k-12 schools
 - 14,622 students, 9.5% student body, identified with asthma
 - (2.1% - 28.8%) [US mean is 8.3% (<18)]
 - 54% DISD schools have higher than district average rates of students with asthma.
 - 18 k-12 schools (8%) have > 17% of students ID's with asthma.
 - of those 18 schools, 17 (89%) are located below I-30.
- ***Design a study to collect local data to improve the health and educational outcomes for the many Dallas children suffering from asthma.***



Breathe Easy Dallas

Healthy air. Healthy kids.

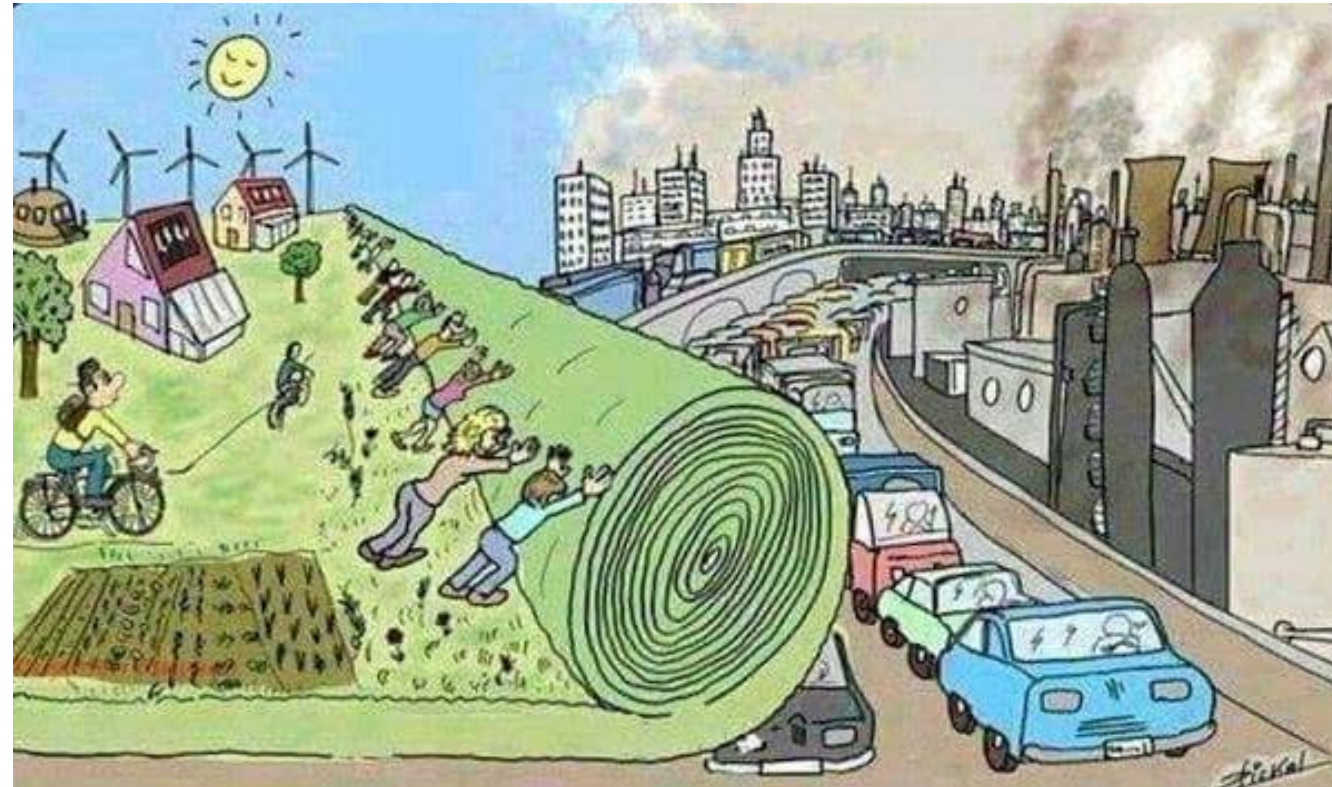


- Research context
- Research design considerations
- Next steps

Haneen Khreis, Ph.D.

Assistant Research Scientist
Center for Advancing Research in Transportation
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<https://www.cartteh.org>



What we know: Air Quality & Childhood Asthma

- Sufficient evidence that air pollution is associated with the exacerbation of childhood asthma
- Sufficient evidence that traffic-related air pollution is associated with the onset of childhood asthma

RESEARCH ARTICLE

Effect of outdoor air pollution on asthma exacerbations in children and adults: Systematic review and multilevel meta-analysis

Pablo Orellano^{1,2*}, Nancy Quaranta^{2,3}, Julieta Reynoso⁴, Brenda Balbi⁴, Julia Vasquez⁴

1 Consejo Nacional de Investigaciones Científicas y Técnicas (CONICET), Buenos Aires, Argentina, **2** Universidad Tecnológica Nacional, Facultad Regional San Nicolás, San Nicolás, Argentina, **3** Comisión de Investigaciones Científicas (CIC), La Plata, Argentina, **4** Hospital Interzonal General de Agudos "San Felipe", San Nicolás, Argentina

* porrellano@fsn.utn.edu.ar



OPEN ACCESS

Citation: Orellano P, Quaranta N, Reynoso J, Balbi B, Vasquez J (2017) Effect of outdoor air pollution on asthma exacerbations in children and adults: Systematic review and multilevel meta-analysis. PLoS ONE 12(3): e0174050. <https://doi.org/10.1371/journal.pone.0174050>

Editor: Qinghua Sun, The Ohio State University, UNITED STATES

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Accepted: March 2, 2017

Published: March 20, 2017

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Data Availability Statement: All relevant data are within the paper and its Supporting Information files.

Funding: This study did not receive any specific funding, but was supported by the research budget of the Universidad Tecnológica Nacional, Facultad Regional San Nicolás. PO is supported by the Consejo Nacional de Investigaciones Científicas y Técnicas (CONICET), and NG by the Comisión de Investigaciones Científicas (CIC).

Abstract

Background

Several observational studies have suggested that outdoor air pollution may induce or aggravate asthma. However, epidemiological results are inconclusive due to the presence of numerous moderators which influence this association. The goal of this study was to assess the relationship between outdoor air pollutants and moderate or severe asthma exacerbations in children and adults through a systematic review and multilevel meta-analysis.

Material and methods

We searched studies published in English on PubMed, Scopus, and Google Scholar between January 2000 and October 2016. Studies following a case-crossover design with records of emergency departments and/or hospital admissions as a surrogate of moderate or severe asthma exacerbations were selected. A multilevel meta-analysis was employed, taking into account the potential clustering effects within studies examining more than one

lag. Odds ratio

in children aged

studies as de

evaluated the

literature. (P)

Results

Database se

tive analysis

thma exacerb

PM₁₀: 1.024;

Environment International 100 (2017) 1–31

Contents lists available at ScienceDirect

Environment International

journal homepage: www.elsevier.com/locate/envint



SPECIAL REPORT 17

HEALTH EFFECTS INSTITUTE

January 2010

PRESS VERSION
January 12, 2010

Traffic-Related Air Pollution: A Critical Review of the Literature on Emissions, Exposure, and Health Effects

HEI Panel on the Health Effects of Traffic-Related Air Pollution



Review article

Exposure to traffic-related air pollution and risk of development of childhood asthma: A systematic review and meta-analysis

Haneen Khreis^{a,*}, Charlotte Kelly^{a,b}, James Tate^a, Roger Parslow^c, Karen Lucas^a, Mark Nieuwenhuijsen^{d,e,f}

^a Institute for Transport Studies, University of Leeds, Leeds, United Kingdom

^b Leeds Institute of Health Sciences, University of Leeds, Leeds, United Kingdom

^c Leeds Institute of Cardiovascular and Metabolic Medicine, University of Leeds, Leeds, United Kingdom

^d ISGlobal CREAL, C/Dr. Aiguader 85, 08001 Barcelona, Spain

^e Universitat Pompeu Fabra (UPF), C/Dr. Aiguader 88, 08003, Barcelona, Spain

^f CIBER Epidemiología y Salud Pública (CIBERESP), C/Monforte de Lemos 3-5, 28029 Madrid, Spain

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Received in revised form 4 November 2016
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Available online 21 November 2016

Keywords:
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Traffic-related air pollution
Meta-analysis
Black carbon
Transport policy

ABSTRACT

Background and objective: The question of whether children's exposure to traffic-related air pollution (TRAP) contributes to their development of asthma is unresolved. We conducted a systematic review and performed meta-analyses to analyze the association between TRAP and asthma development in childhood.

Data sources: We systematically reviewed epidemiological studies published until 8 September 2016 and available in the Embase, Ovid MEDLINE (R), and Transport databases.

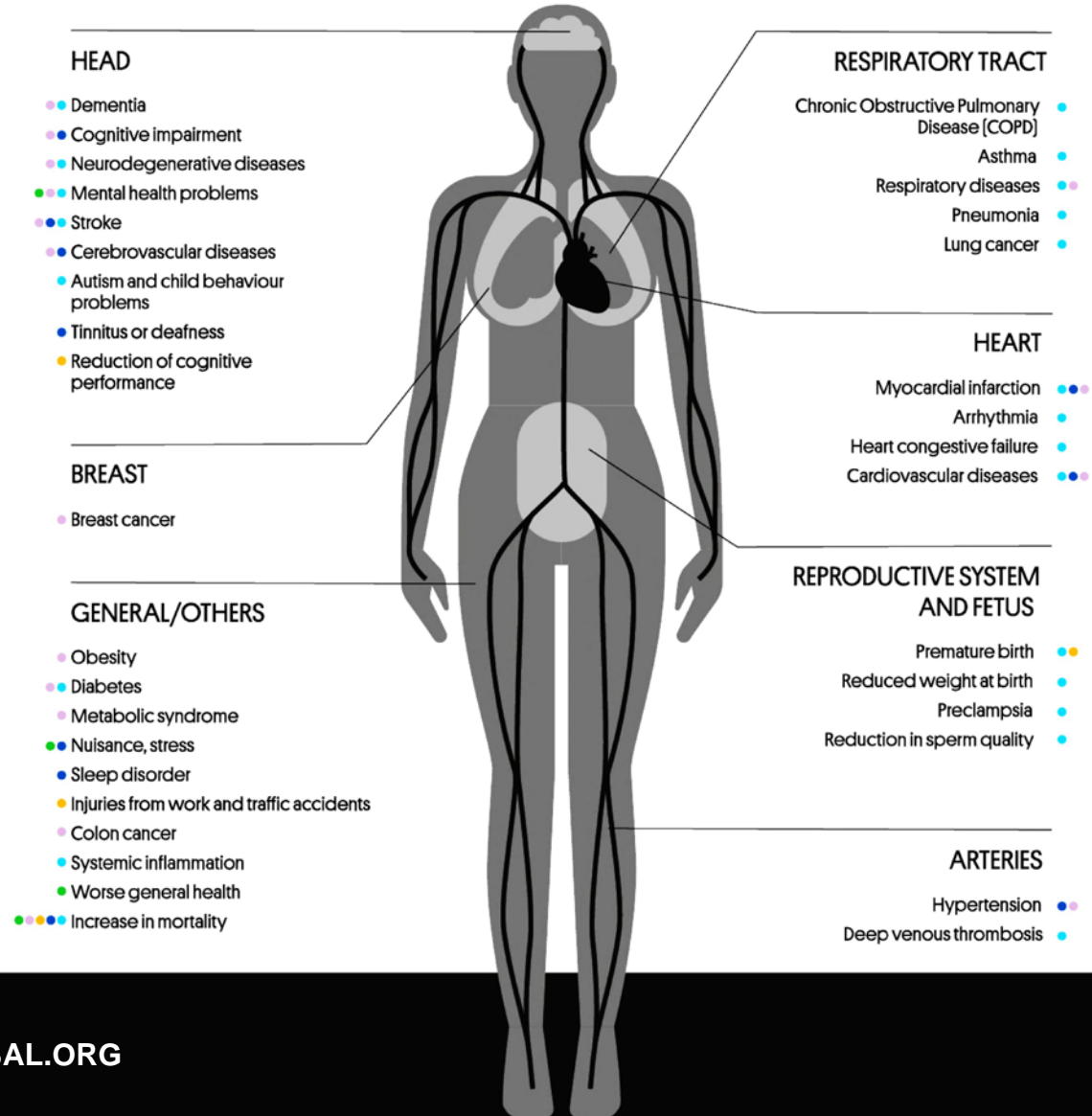
Study eligibility criteria, participants, and interventions: We included studies that examined the association between children's exposure to TRAP metrics and their risk of 'asthma' incidence or lifetime prevalence, from birth to age 18 years old.

Study appraisal and synthesis methods: We extracted key characteristics of each included study using a predefined data items template and these were tabulated. We used the Critical Appraisal Skills Programme checklists to assess the validity of each included study. Where four or more independent risk estimates were available for a continuous pollutant exposure, we conducted overall and age-specific meta-analyses, and four sensitivity analyses for each summary meta-analytic exposure-outcome association.

Results: Forty-one studies met our eligibility criteria. There was notable variability in asthma definitions, TRAP exposure assessment methods and confounder adjustment. The overall random-effects risk estimates (95% CI) were 1.08 (1.03, 1.14) per 0.5 × 10⁻⁵ m⁻³ black carbon (BC), 1.05 (1.02, 1.07) per 4 μg/m³ nitrogen dioxide (NO₂), 1.48 (0.89, 2.45) per 30 μg/m³ nitrogen oxides (NO_x), 1.03 (1.01, 1.05) per 1 μg/m³ Particulate Matter <2.5 μm in diameter (PM_{2.5}), and 1.05 (1.02, 1.08) per 2 μg/m³ Particulate Matter <10 μm in diameter (PM₁₀). Sensitivity analyses supported these findings. Across the main analysis and age-specific analysis, the least heterogeneity was seen for the BC estimates, some heterogeneity for the PM_{2.5} and PM₁₀ estimates and the most heterogeneity for the NO₂ and NO_x estimates.

How Urban Environment Impacts our Health

- Air pollution
- Noise
- Heat
- Lack of physical activity
- Lack of natural spaces



What we do not know:

- Scarce literature on health effects of implementation measures.
- Few studies have documented health improvements resulting from specific real-life interventions.
- **“Future research needs to better monitor, evaluate and build a new evidence base for the effectiveness and feasibility of healthy urban and transport interventions as they happen.”**

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Health impacts of urban transport policy measures: A guidance note for practice



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^c Universitat Pompeu Fabra (UPF), Spain

^d CIBER Epidemiología y Salud Pública (CIBERESP), Spain

ABSTRACT

Background: Urban transport related exposures are a major burden of morbidity and premature mortality, with increasing prevalence in cities. Cities now have access to an increasing number of transport policy measures, which continue to expand. However, the health impacts of these measures are not explicitly defined or well understood and therefore require further research.

Aims: The aim of this paper is to qualitatively review the literature indexed in the Knowledgebase on Sustainable Urban Transport (KbSUT) to provide an indication of their potential health impacts.

Results: We report that key health impacts of transport policy measures include crashes, traffic-related air pollution, noise, heat island effect, climate change and social exclusion and community cohesion. The expected health impacts of transport policy measures but not all, can have a positive impact on health. The health impacts remains largely unknown and warrants further research.

Conclusions: Urban transport is responsible for a large number of health impacts that are beneficial to health need to be identified. The considerable differences between these policy measures and the health impacts that should be considered in any transport planning of all policy measures to provide further evidence on the health impacts ensure that the most cost-effective solutions, with the fewest risks, are being adopted.

COALITION FOR URBAN TRANSITIONS

A New Climate Economy Special Initiative



Background Paper

The Economic and Social Benefits of Low-Carbon Cities: A Systematic Review of the Evidence

Andy Gouldson, Andrew Sudmant, Haneen Khreis, and Effie Papargyropoulou

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Executive summary

Over half of the population of the world live in urban areas. This means that efforts to meet human development goals and sustain economic growth must be concentrated in cities. However, the pursuit of more prosperous, inclusive and sustainable urban development is complicated by climate change, which multiplies existing environmental risks, undermines the effectiveness of existing infrastructure, and creates new resource constraints.

In this paper, we conclusively demonstrate that there are many synergies between aspirations for urban development and the imperative for climate action. We draw on over 700 papers, focusing on the literature on low-carbon measures in the buildings, transport, and waste sectors. This systematic review clearly shows that low-carbon measures can help to achieve a range of development priorities, such as job creation, improved public health, social inclusion, and improved accessibility.

There is already strong evidence of an economic case for climate action. *The Stern Review: The Economics of Climate Change* demonstrated that the benefits of strong and early action to reduce greenhouse gas emissions far outweigh the economic costs of not acting.¹ Subsequent research for the Global Commission on the Economy and Climate demonstrated that low-carbon measures could be economically attractive on their own merits. One analysis suggested that low-carbon investment in cities might have a net present value of US\$16.6 trillion by 2050.² This economic case is

Breathe Easy Dallas:

- Measured (rather than modeled) air pollution data at schools where kids pick up exposure
- Measured (rather than modeled) health data related to asthma exacerbations
- Real-world, practical and feasible interventions which can be transferable
- Stakeholder engagement and public concerns
- Focusing on vulnerable populations in high risk areas



Improve the health and quality of life for Dallas's most vulnerable kids and families

Basis for school selection:

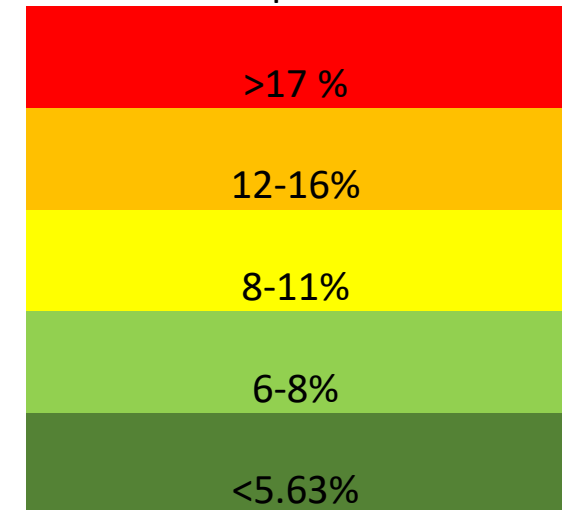
How effective are the three proposed interventions/practical solutions in reducing childhood asthma related absenteeism; especially in high risk schools?



Schools selection criteria:

- Elementary schools (ages 5-10).
 - Retention of same pool of kids
 - Diagnosis relatively reliable at 6 years old
 - Younger kids are more susceptible to air pollution
- School is amongst schools with highest number of asthmatic kids as determined by the school records.
 - 11 out of 16 suggested schools were in the red and orange category based on the asthma prevalence/percentage metric
- Design considerations for each of the interventions. (*cont.*)

Asthma prevalence

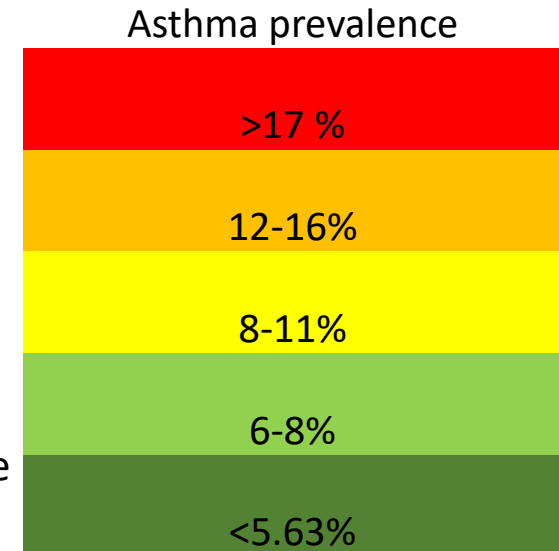


Intervention design considerations:

- School has the potential for implementing at least one (ideally more than one) of three proposed:
 - **Vegetation**: the school has physical space to plant trees in a suitable location, not very green already, downwind from a major roadway or major industry
 - **Anti-idling**: the school has a high number of students which was considered as a proxy for a high number of school buses and/or passenger vehicles which will be impacted by the anti-idling intervention, the school is close to a major roadway (in the red road category)
 - **Health intervention**: the school has no or minimal health interventions in place and the research team has adequate access to monitoring staff and existing health intervention teams to ensure good coordination

Schools selection criteria (cont.):

- Elementary schools (ages 5-10).
 - Retention of same pool of kids
 - Diagnosis relatively reliable at 6 years old
 - Younger kids are more susceptible to air pollution
- School is amongst schools with highest number of asthmatic kids as determined by the school records.
 - 11 out of 16 suggested schools were in the red and orange category based on the asthma prevalence/percentage metric
- Design considerations for each of the interventions.
- Supplementary quantitative analysis to determine most influential risk factors that impact number and percentage of kids with asthma in schools.
- The identified list of schools was shared with multiple stakeholders in the city of Dallas including Dallas Independent School District, City of Dallas, Texas Trees Foundation, Positive Breathing, Children’s Health, and Parkland. The stakeholders provided further valuable insight based on on-the-ground information.



Recommended schools:

Asthma prevalence category	% Asthma ID Students	# Student with Asthma	# Students	% Poverty	Identified statistically as high risk group?	
3 - 4	1	21.81%	89	408	39.90	Yes – group 9
	2	21.61%	94	435	44.60	Yes – group 10
	3	20.04%	102	509	38.40	Yes – group 9
	4	19.22%	104	541	56.20	Yes – group 10
	5	17.10%	59	345	44.60	Yes – group 10
3	6	15.45%	85	550	30.90	Yes – group 7 (medium risk category)
	7	13.67%	70	512	30.90	Yes – group 8
	8	13.04%	54	414	44.60	Yes – group 10
	9	12.45%	61	490	9.60	No – group 4
	10	12.16%	81	666	43.60	No – group 3
	11	12.04%	65	540	34.80	Yes – group 7 (medium risk category)
	12	11.90%	67	563	23.30	Yes – group 8
2	13	11.22%	46	410	34.80	Yes – group 8
	14	10.14%	51	503	35.20	Yes – group 8
	15	9.07%	106	1169	30.30	No – group 1
	16	8.33%	62	744	35.20	No – group 1

Status:

- With stakeholder input, 152 schools refined to 16.
- Health measures, training and data collection process refined with DISD Health Services.
- 12 monitors co-located at COD Hinton site.
- Initial calibration completed.

Next Steps:

- Final site selection with DISD.
- Installation of monitors at study sites & connect to City's Open data portal.
- Training of DISD staff.
- Begin data collection.
- Refine implementation design.
- Baseline year analysis.

Breathe Easy Dallas

Healthy air. Healthy kids.



Thank You.
Questions?



Memorandum



CITY OF DALLAS

DATE September 19, 2018

TO Honorable Members of the Quality of Life, Arts & Culture Committee: Sandy Greyson (Chair), Mark Clayton (Vice Chair), Rickey D. Callahan, Jennifer S. Gates, Scott Griggs, B. Adam McGough, Omar Narvaez

SUBJECT The North Texas Clean Air Network

On Monday, September 24, 2018, you will be briefed on the North Texas Clean Air Network. The briefing materials are attached for your review.

Please feel free to contact me if you have any questions or concerns.

A handwritten signature in blue ink, appearing to read 'Joey Zapata'.

Joey Zapata
Assistant City Manager

c: T.C. Broadnax, City Manager
Chris Caso, City Attorney (I)
Craig Kinton, City Auditor
Billerae Johnson, City Secretary
Preston Robinson, Administrative Judge
Kimberly Bizzor Tolbert, Chief of Staff to the City Manager

Majed A. Al-Ghafry, Assistant City Manager
Jon Fortune, Assistant City Manager
Nadia Chandler Hardy, Assistant City Manager and Chief Resilience Officer
M. Elizabeth Reich, Chief Financial Officer
Directors and Assistant Directors

North Texas Clean Air Network



August 27, 2018

DFW Air Research Consortium (ARC)

UTD, UTA, TCU, UNT, UNTHSC

Our lungs are the largest pathway for exposure to toxins

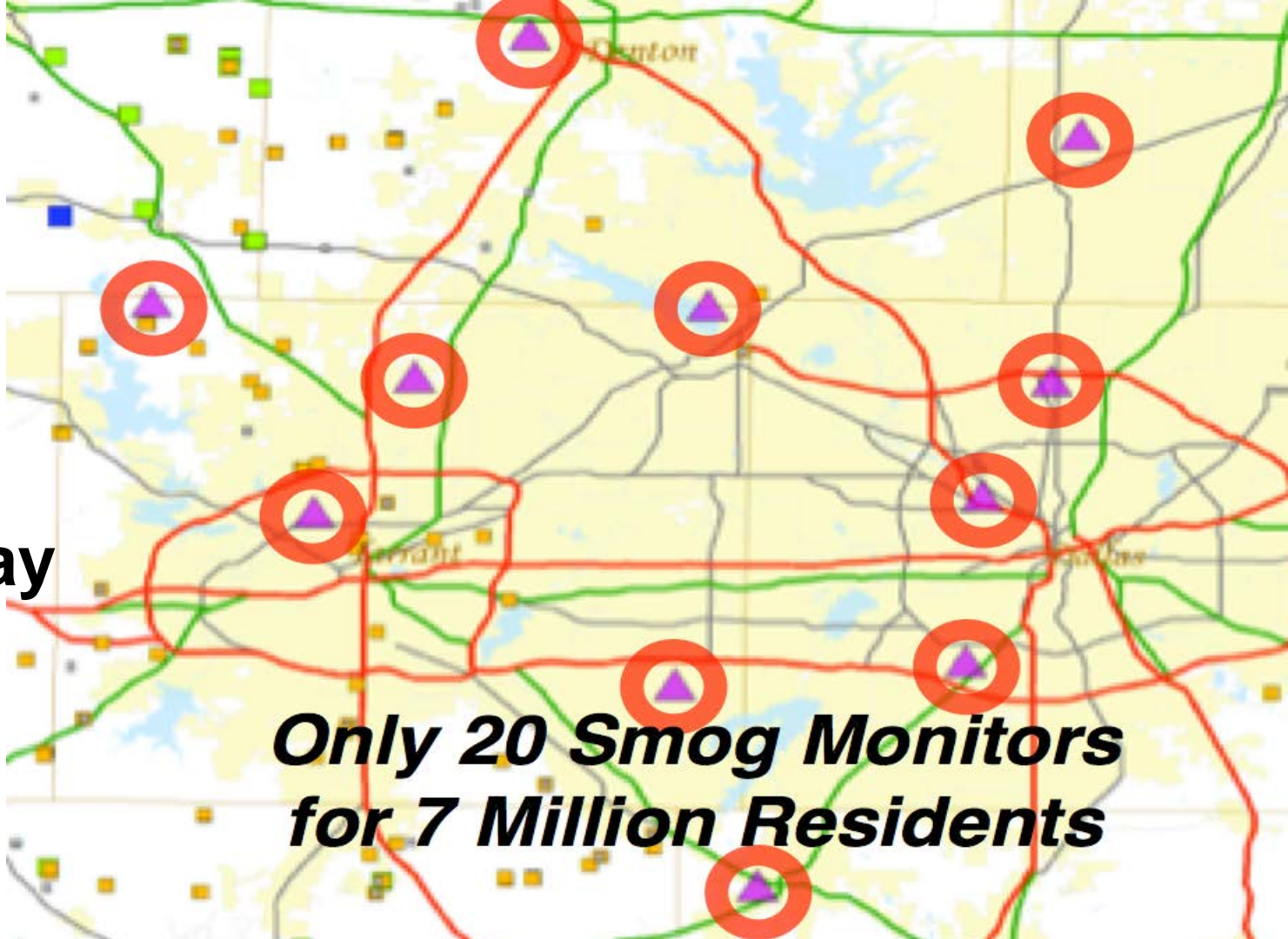


We consume an average of 200 gallons of water every year

We consume an average of 2 million gallons of air every year



DFW air pollution monitoring has been driven by conformity and highway funding, *not* public health...



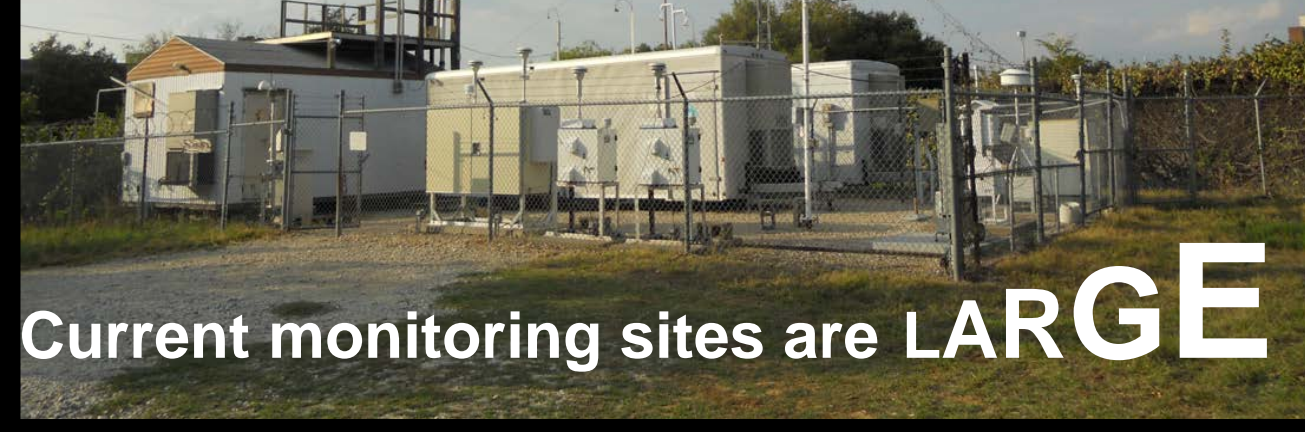
***Only 20 Smog Monitors
for 7 Million Residents***

Dallas County is almost as big as the state of Rhode Island, and has seven times the population, but it has only one EPA - certified PM monitor.

R.I has three.



**Only one
Particulate Matter Monitor
for all of Dallas County**



Current monitors are expensive: \$500,000 to \$1 million

Current monitoring sites are LARGE



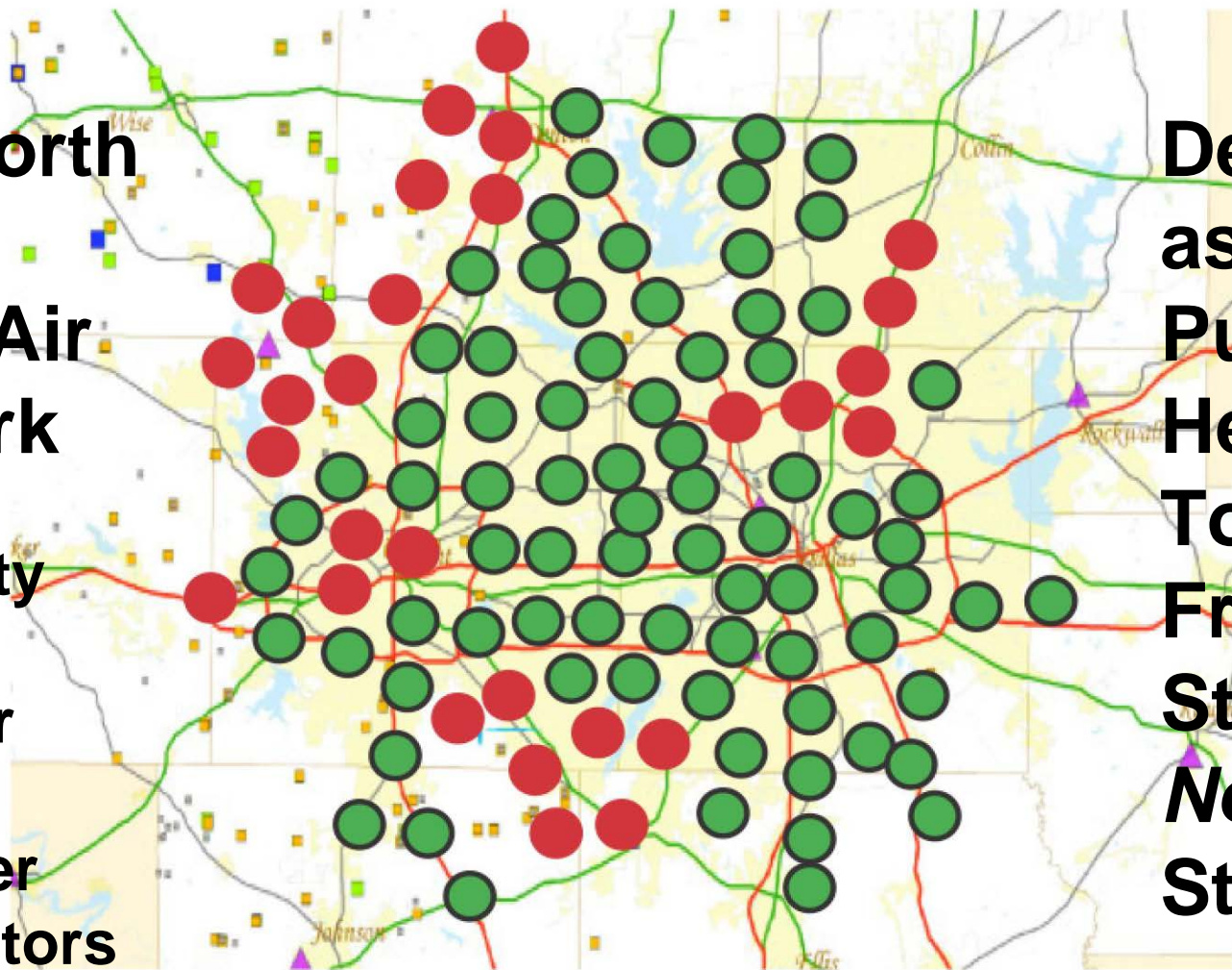
Current. monitors. are. often. hours. behind. real. time....

The table below contains hourly averages for all the pollutants and meteorological conditions measured at Denton Airport South C56/A163/X157 for **Tuesday, May 29, 2018**. All times shown are in CST.

Parameter Measured	Morning												Afternoon				Parameter Measured	POC
	Mid	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	Noon	1:00	2:00	3:00		
NOy	14.5	23.6	22.7	12.5	16.3	29.9	17.0	19.8	15.7	5.5	3.2	4.6	5.7	FEW	NA	NA	NOy	2 MDL
Nitric Oxide	0.0	0.7	2.9	0.2	0.6	8.1	4.7	5.5	2.6	0.3	0.1	0.0	0.0	FEW	NA	NA	Nitric Oxide	1 MDL
	0.4	3.1	6.7	0.1	0.7	11.2	4.2	5.4	2.7	0.5	0.2	0.2	0.2	FEW	NA	NA		2 MDL
Nitrogen Dioxide	10.7	12.7	15.7	12.7	15.3	18.9	13.7	15.8	13.4	5.3	3.0	4.0	4.1	FEW	NA	NA	Nitrogen Dioxide	1 R MDL
Oxides of Nitrogen	10.8	13.5	18.8	13.0	16.1	27.2	18.5	21.4	16.2	5.7	3.2	4.0	4.2	FEW	NA	NA	Oxides of Nitrogen	1 MDL
Ozone	14	7	14	12	4	4	9	18	37	55	62	74	84	FEW	NA	NA	Ozone	1 R MDL

The North Texas Clean Air Network

Reliability
With:
- Smaller
- Faster
- Cheaper
Air Monitors



Designed
as a
Public
Health
Tool
From the
Start...
*Not a
Study*



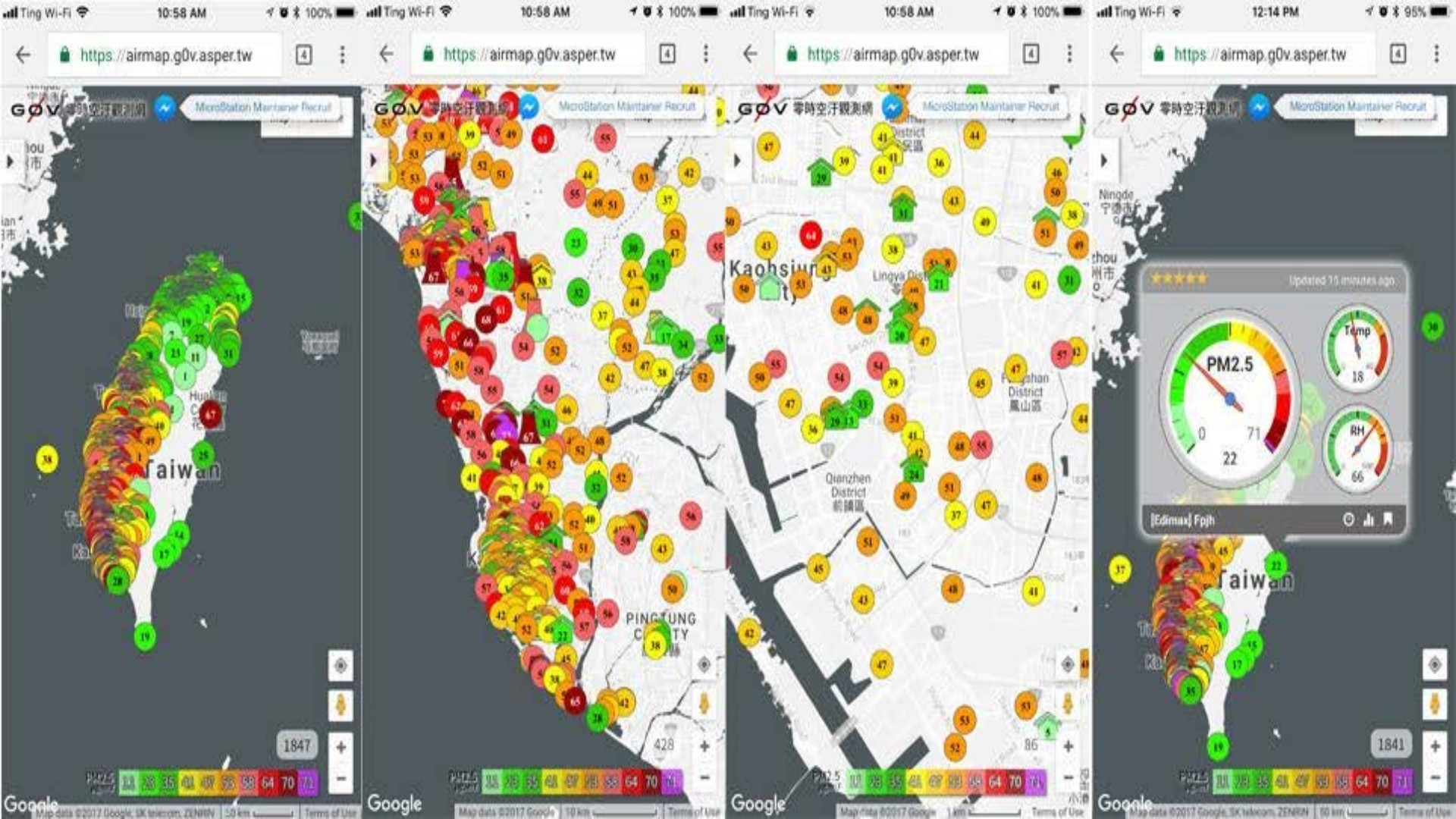
SMALLER

	PurpleAir (PA-I-Indoor)	Optical	PM _{1.0} , PM _{2.5} & PM ₁₀	~\$180	PM _{2.5} : R ² ~ 0.75 PM ₁₀ : R ² ~ 0.36 to 0.46
	PurpleAir (PA-II)	Optical	PM _{1.0} , PM _{2.5} & PM ₁₀	~\$200	PM _{1.0} : R ² ~ 0.96 to 0.98 PM _{2.5} : R ² ~ 0.93 to 0.97 PM ₁₀ : R ² ~ 0.66 to 0.70
	AirCasting (MicroPEM)	Optical	PM _{2.5}	~\$2,000	R ² ~ 0.65 to 0.90
	SainSmart (Pure Morning P3)	Optical	PM _{2.5}	~\$170	R ² ~ 0.73

CHEAPER



FASTER



500 sensors

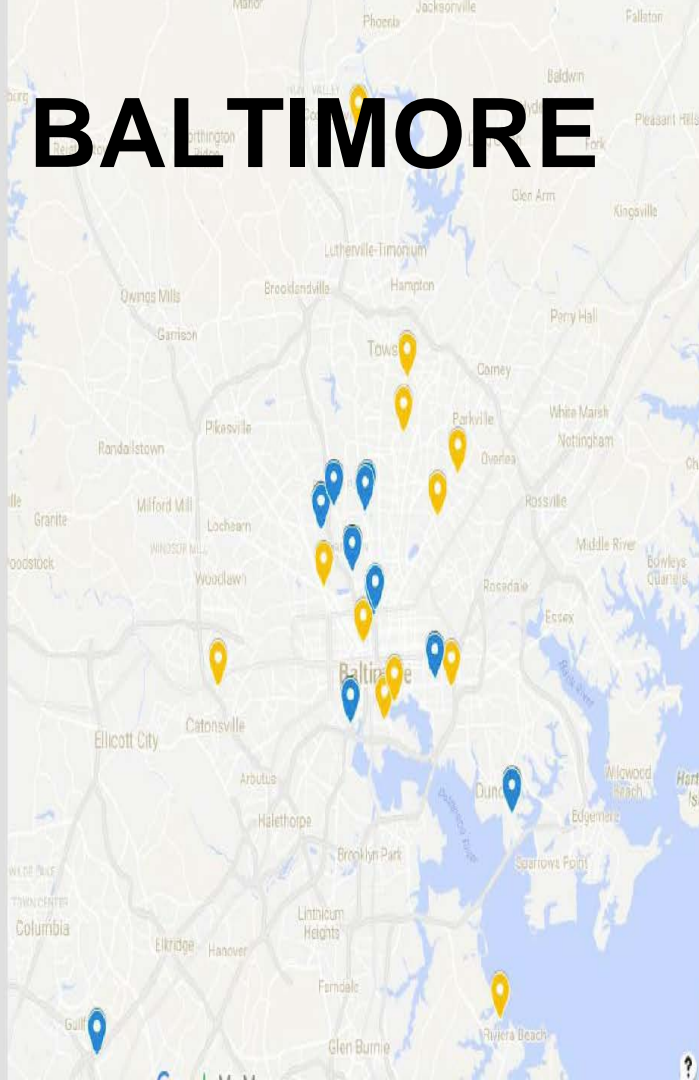
200 Air Quality

300 Temperature/
Humidity

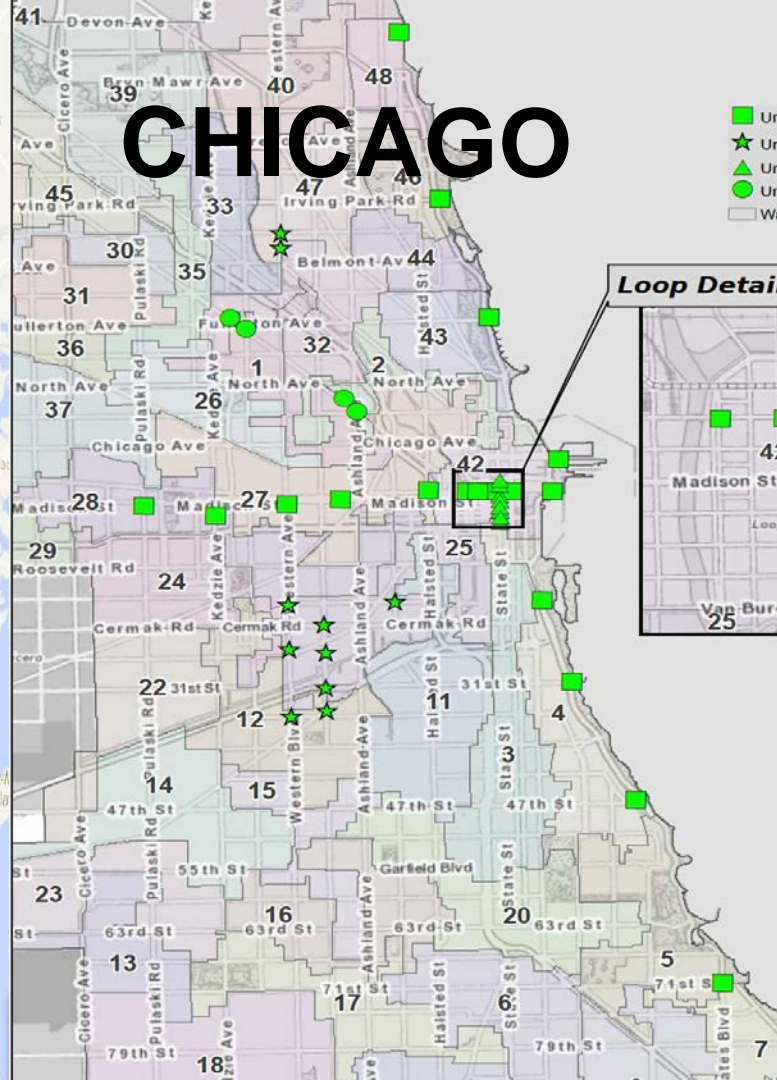
Locations

-  Current
-  Planned for spring

BALTIMORE



CHICAGO

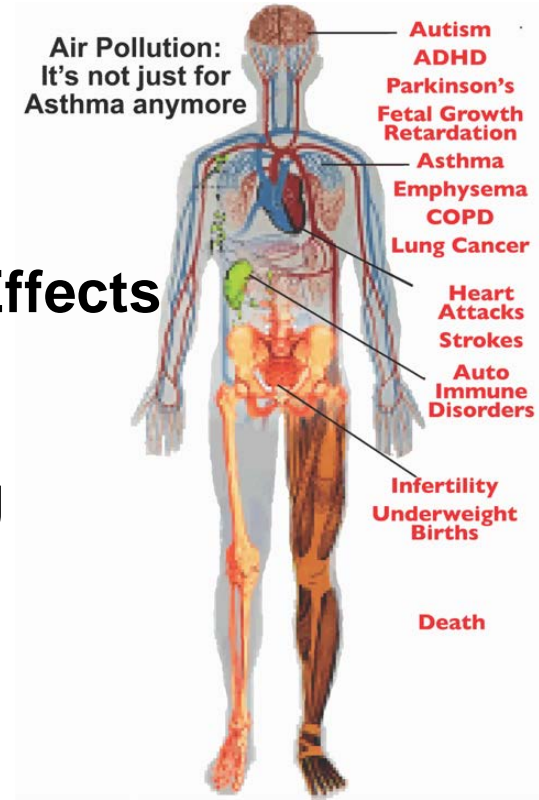


Why **P**articulate **M**atter?

Intersection of Cost and Accuracy

Association with a Variety of Serious Health Effects

PM “Hot Spots” Are More Localized Than Smog



**MARTIN MARIETTA
BATCH PLANT**

**TAMKO
ROOFING
MATERIALS
PLANT**

**UNION
PACIFIC
SWITCH
YARD**

**Particulate Matter
pollution tracks
closely with
Environmental Justice
burdens**

“For PM those in poverty had 1.35 times higher burden than did the overall population, and non-Whites had 1.28 times higher burden. Blacks, specifically, had 1.54 times higher burden than did the overall population”

- EPA researchers April 2018

LOOP 12



SOME BENEFITS TO PUBLIC HEALTH

Monitoring presence discourages bad actors

Coordinating stoplight timing to reduce pollution

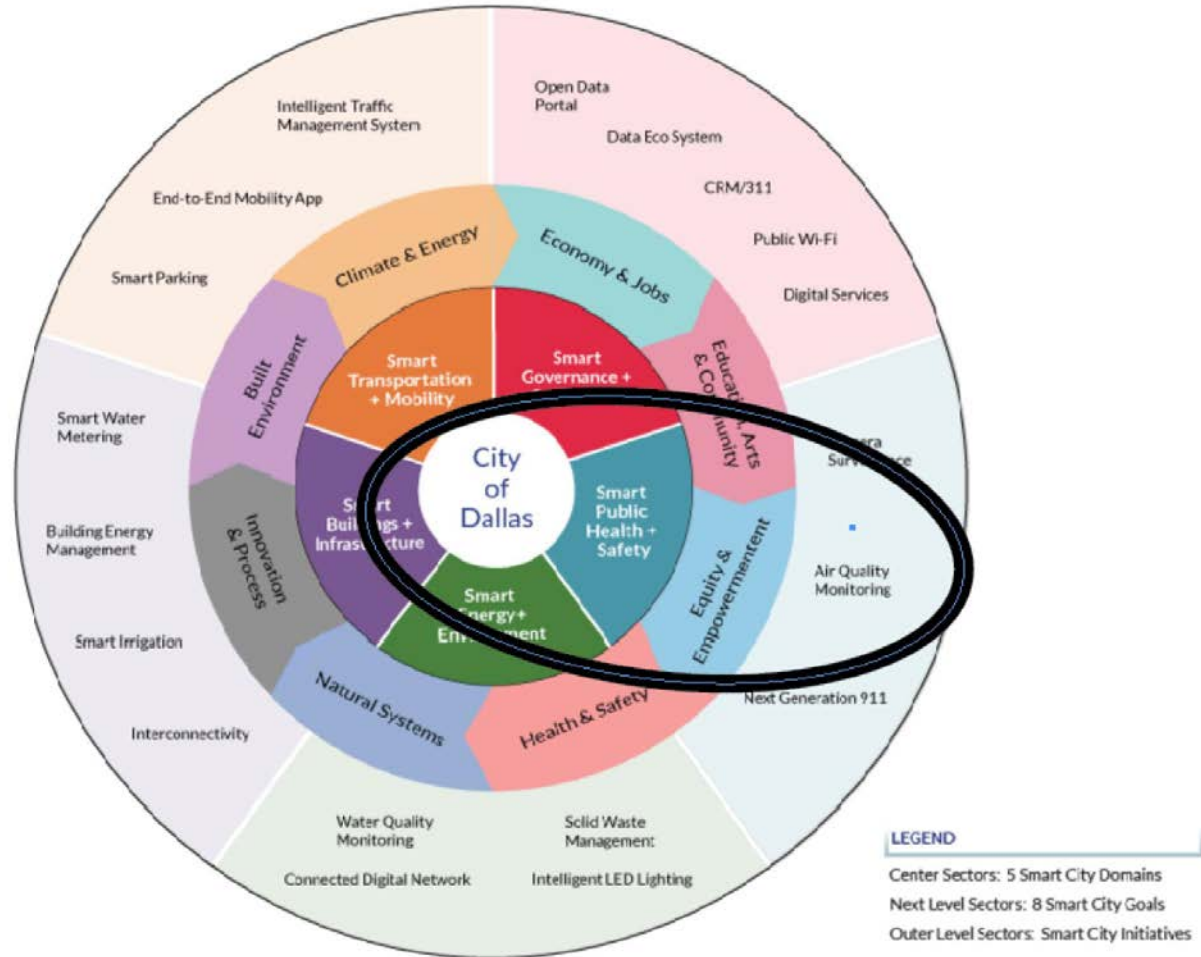
Tracking accidents and incidents & providing warnings

Correlating school absenteeism/Prevention

Correlating COPD, Asthma, heart attacks, strokes/Prevention

**Identifying hotspots and
mapping pollution burdens and disparities**

Dallas Has Already Identified “Smart” Air Monitoring As a Goal

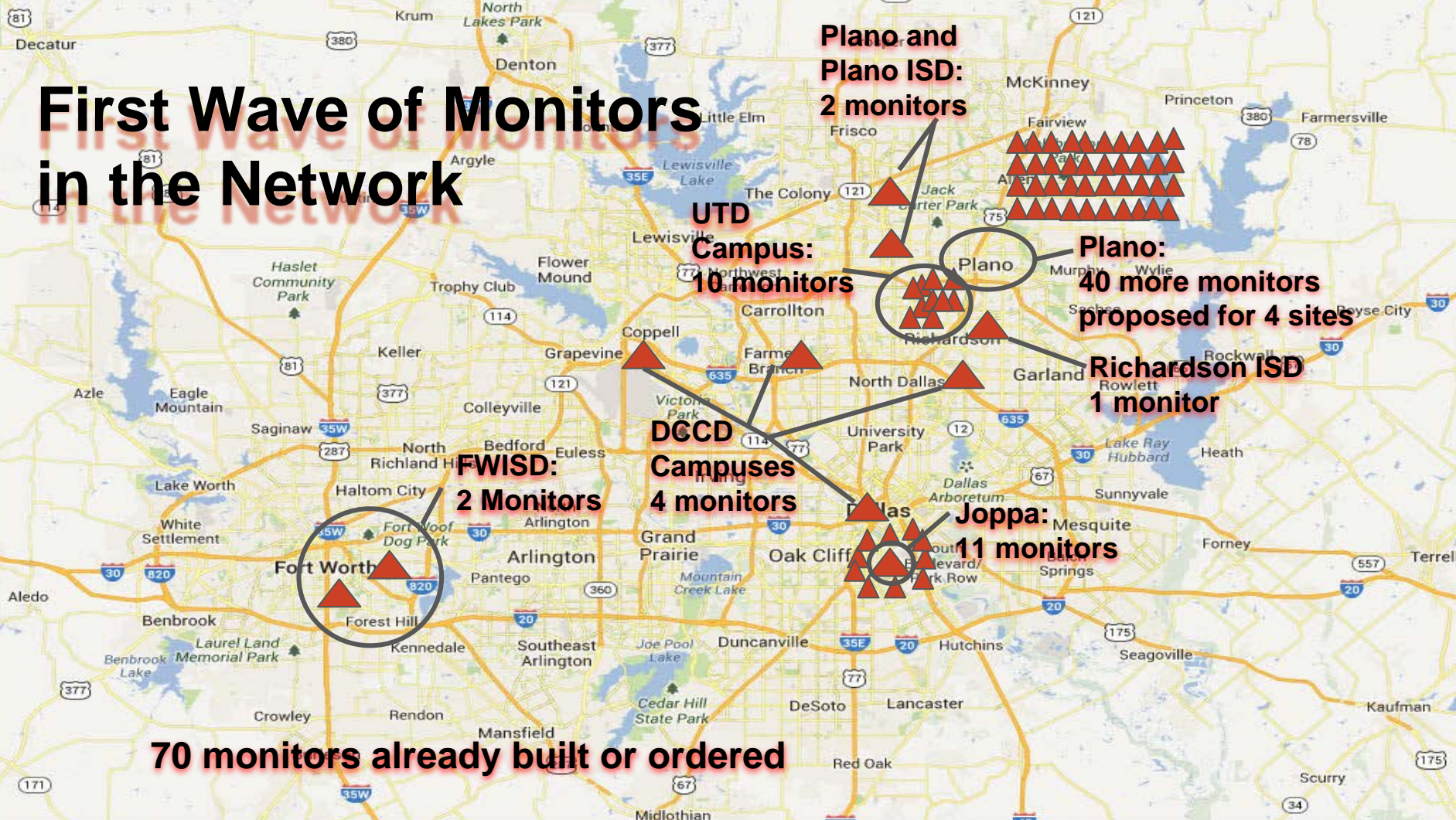


December 11th, 2017 Sunshine Recycling fire in West Dallas



DFD stated it showed-up with its Haz-Mat unit and tested the air. It didn't. Two employees from the TCEQ office in Ft. Worth did - **three hours after it started**. They stayed an hour...and then left. The fire burned for 20 more hours

First Wave of Monitors in the Network



70 monitors already built or ordered

Creating the Network

National Science Foundation Grant Proposal

UTD
UNTHSC
FWISD
Plano
Downwinders
Livable Arlington
Mansfield Gas
Well Awareness



“Clean Air Brain Trust” Working Group

Comm. Daniel
CM Greyson
Dr. David Lary
Yarcus Lewis
James McQuire
Jim Schermbeck
Terry Welch
Marcella Olsen



Founding Documents

Local Government Corporation

Articles of Incorporation

By Laws



Dallas County District Attorney Vetting

DFW Air Network Mission

1. Provide the best, most up-to-date factual information about local air quality by supervising the implementation and maintenance of a **publicly accessible, secure, and scientifically credible** regional air sensor network providing simultaneous real time air quality information from multiple locations within member or contracted jurisdictions via the World Wide Web.
2. Provide **fact-based public education** resources on local air quality.
3. Support **scientific research** on local air quality by local colleges, universities, hospitals and schools.
4. Work with regulatory agencies and entities to **further local clean air goals**.

Who Serves on the Network Board?

1. **Dallas City Council** Member
2. **Dallas Office of Environmental Quality** representative
3. **City of Dallas Public Advocate** representative
4. **Dallas Commissioners Court** member
5. **Parkland Health and Hospital** representative
6. **Dallas County** Public Advocate representative
7. **Dallas County Medical Society** representative
8. **Plano Sustainability & Environmental Education Division** representative
9. **Plano Public Advocate** representative
10. **Dallas Independent School District** representative

These are the initial members. Every city, county and hospital district that joins is eligible to appoint a representative to the Network Board.

UTD is an International Hub for Environmental Sensing Technology

Labs on Campus

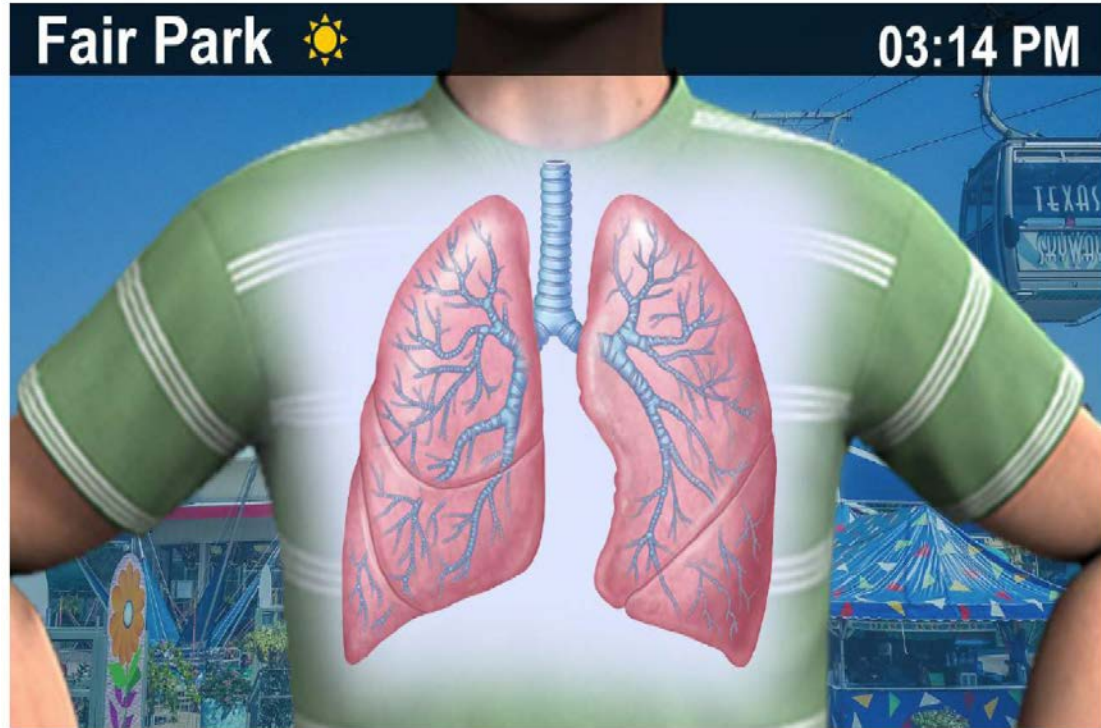
Research on Campus

National Science Foundation Grant Brought
Us Together to Design Network from hardware
to software. This expertise **is free**.



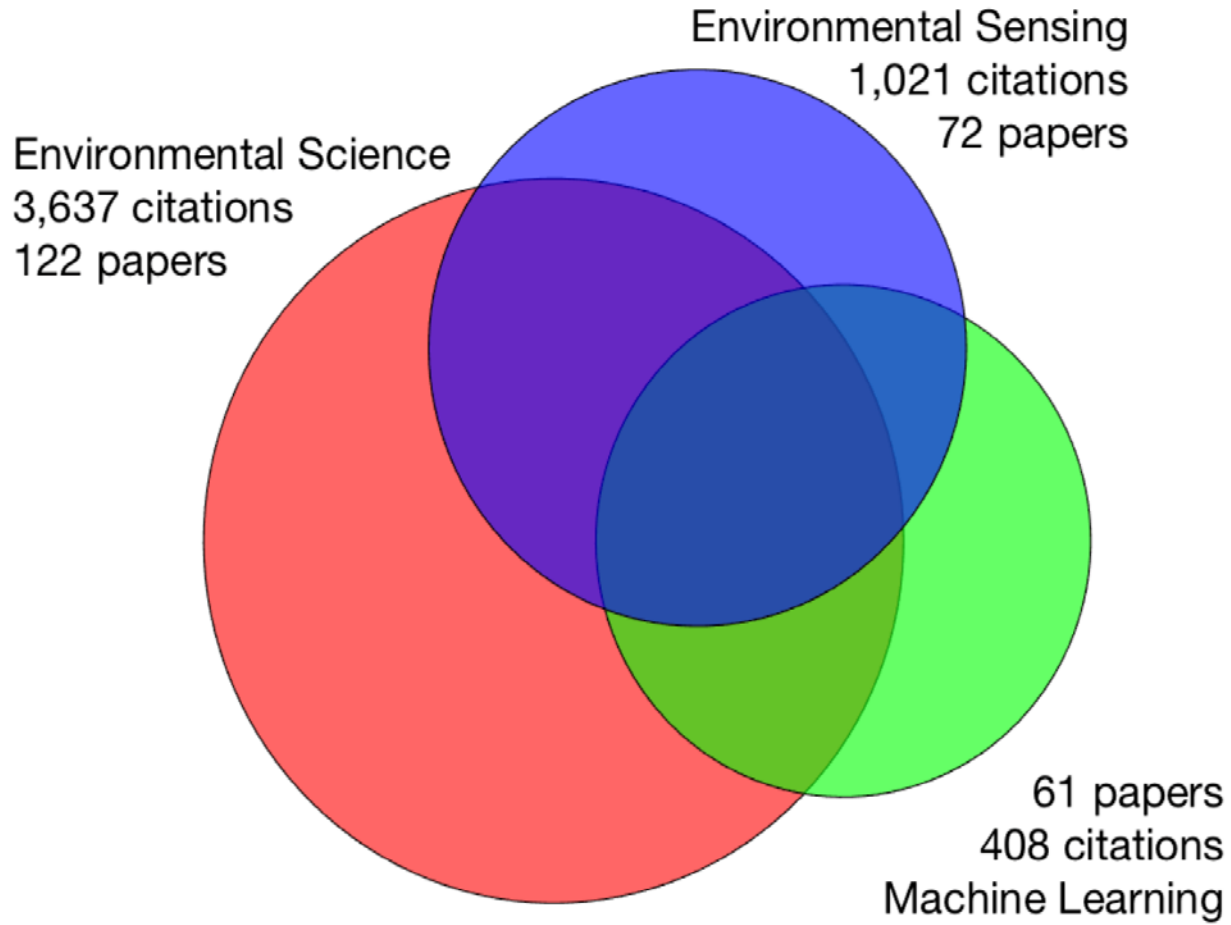
The involvement of UTD and the Air Research Consortium insures this isn't just a network of sensors, ***but a whole network of local researchers and public health specialists.***

It's a living laboratory for continually improving both hardware and software, capable of delivering high-level research while being a premier public health tool.



The design of the Network is the culmination of 20 years of experience researching, deploying, and building environmental sensors

Focus Areas



Key Concepts Driving The Network

Accuracy: We build our own monitors and have advanced calibration

Value: Research capacity and scale allows costs to be cut

Accessibility: Open Source on one end, public display on the other

Transparency: Public meetings, Consortium feedback

Collaboration: Combines universities, governments, and citizens

Portability and Scalability: Replication in a variety of locales is key

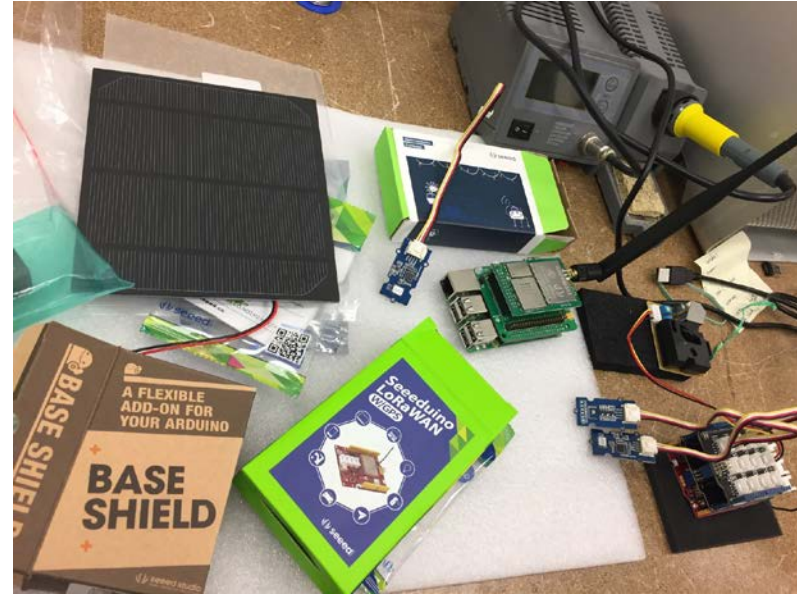
We Build Our Own Monitors



1st Generation

2015 EDX grant =
20 monitors
based on
Argonne National
Laboratory
Design.
Assembled @UTD
Hard wire connections

10 @UTD campus
10 in DFW region



2nd Generation

Assembled @UTD

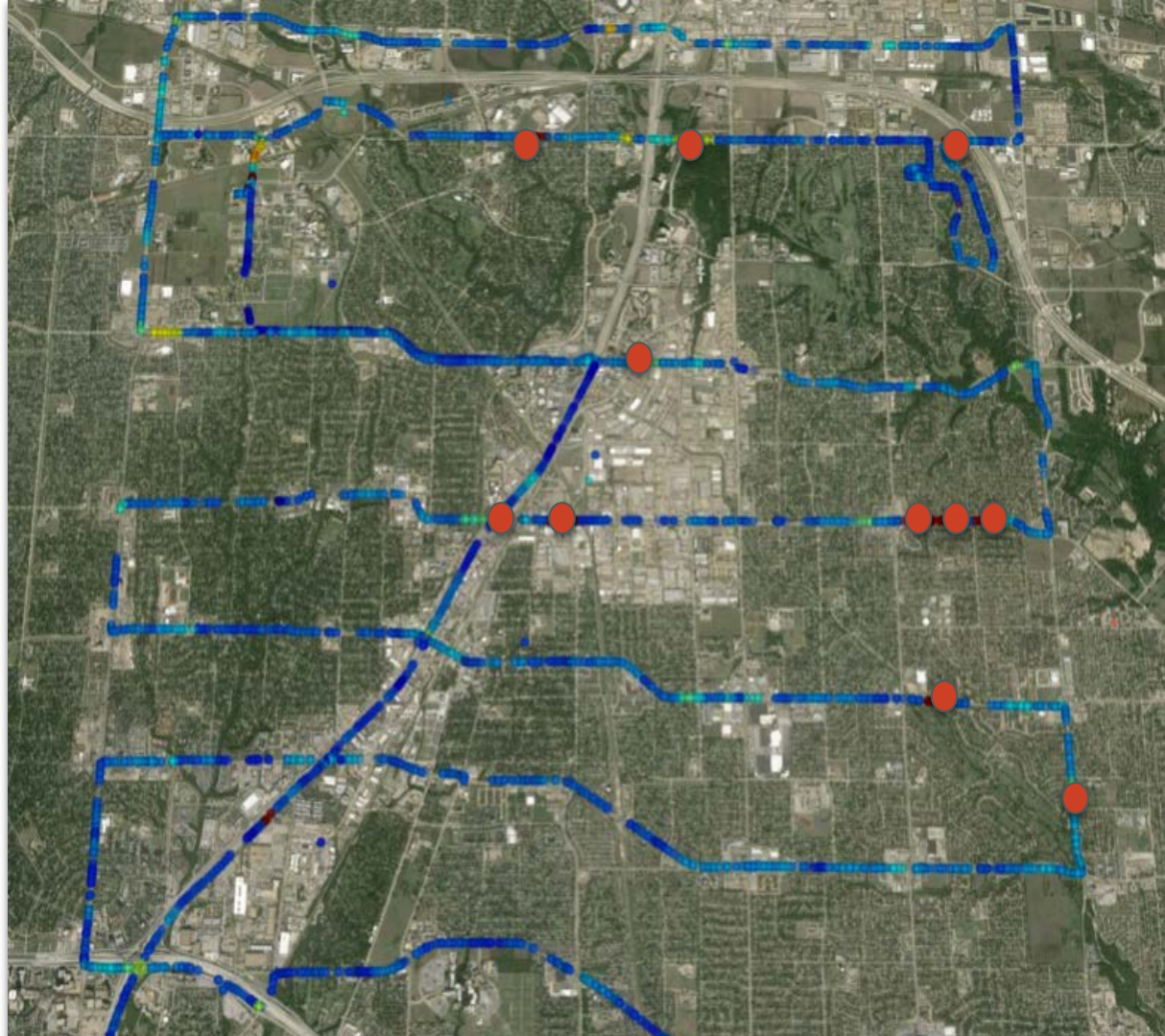
Solar-Powered

40 bought for Plano parks
10 bought for Joppa

Collection of
Data....

Through Space

The more sensors
the better,
especially with
PM pollution

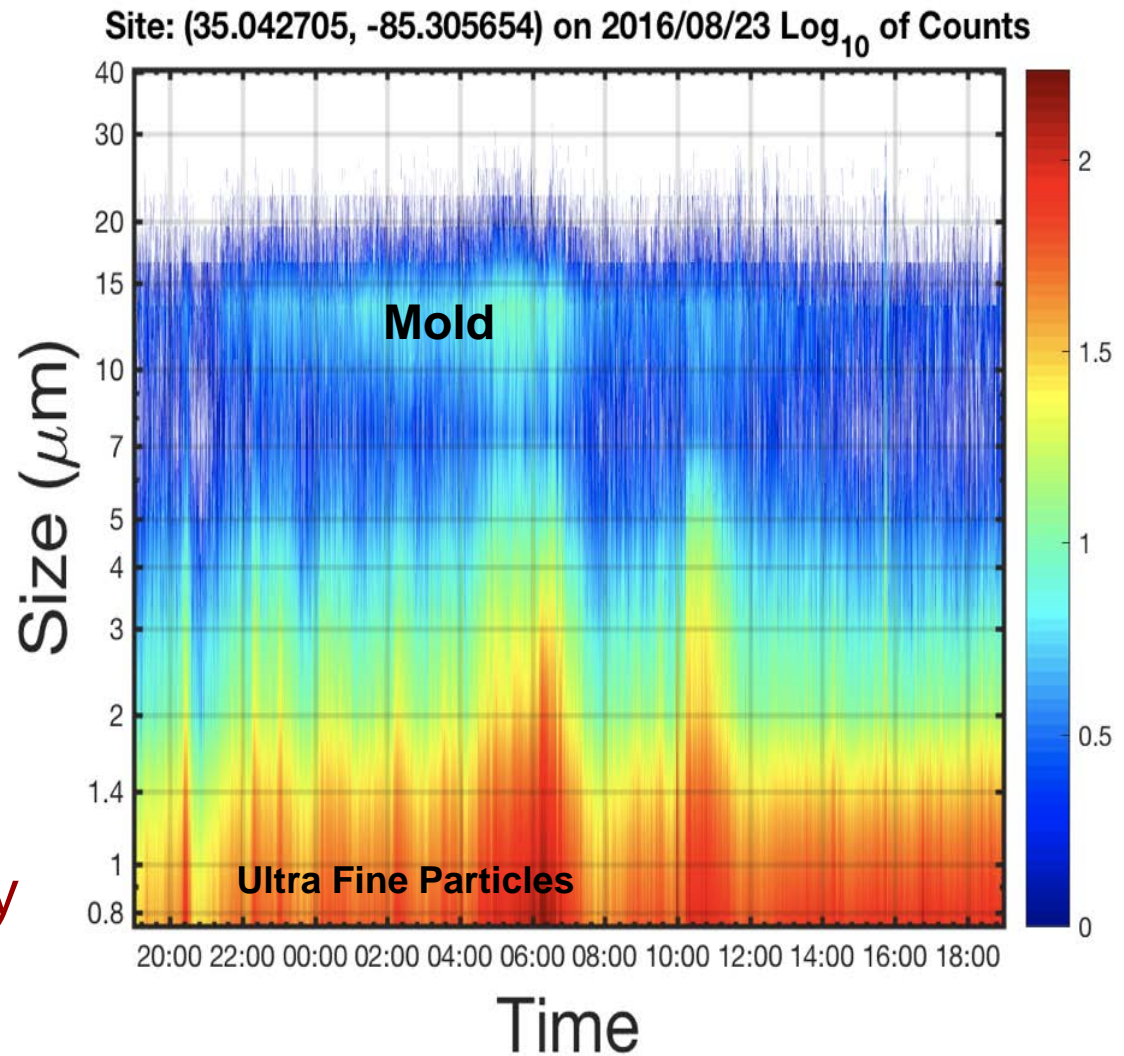


Collection of Data.....

Through Time

Hour averages can
hide a lot of variability.

Rapidity in sampling is
important not just to the
user, but to the accuracy
of the information.



The Importance of Calibration & How the Network Improves It

1. Pre-deployment Calibration

Before being deployed sensors are placed in a calibration chamber for several days together with an EPA certified reference instrument. This ensures their initial reliability.

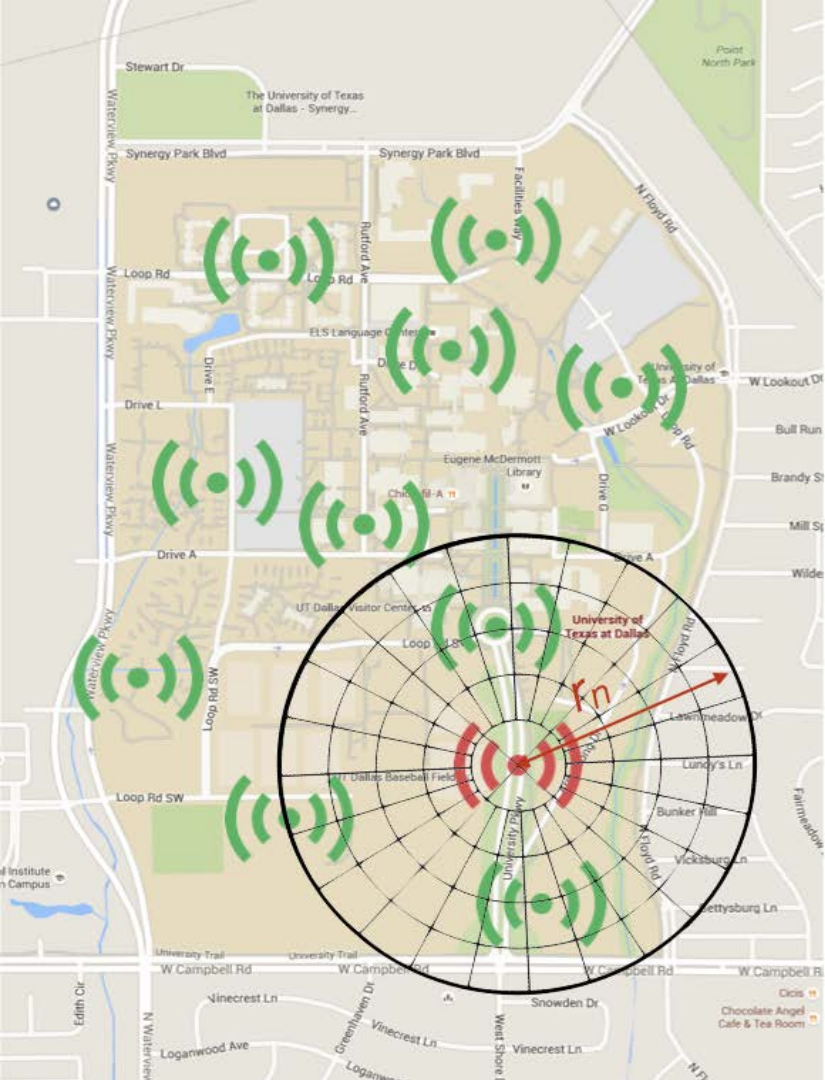
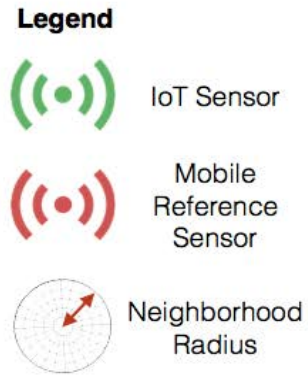


2. Co-Location Calibration



3. Machine Learning:

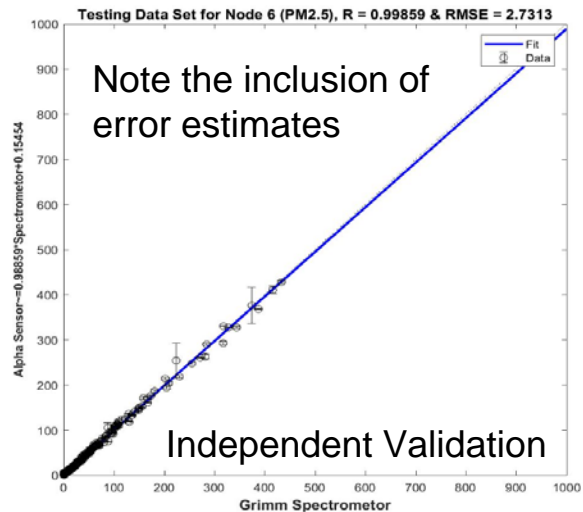
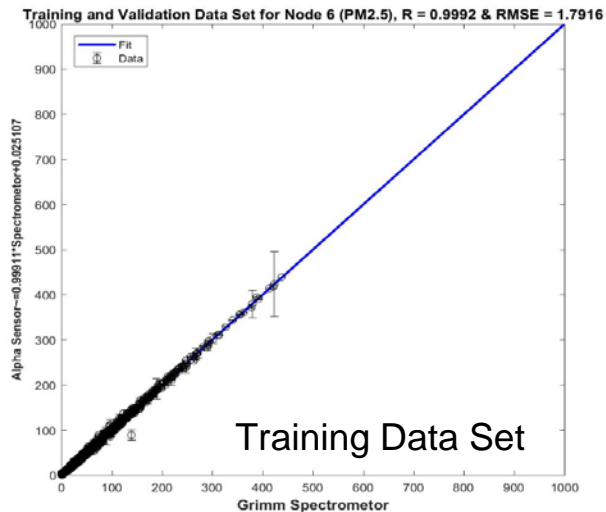
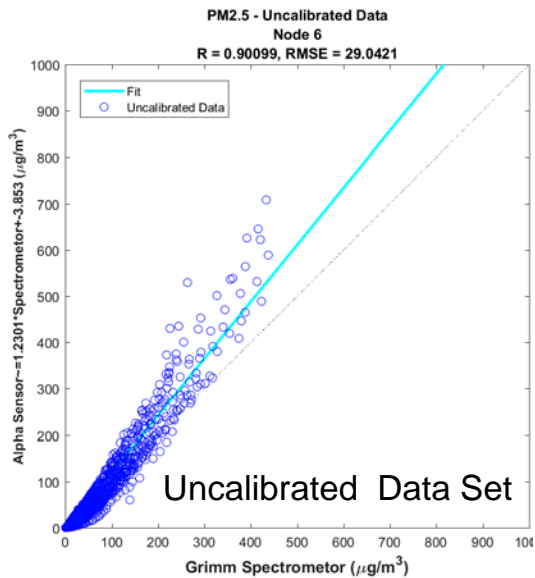
Calibrating in Real Time



We use techniques developed over a decade to provide real-time calibration in the field *after* deployment.

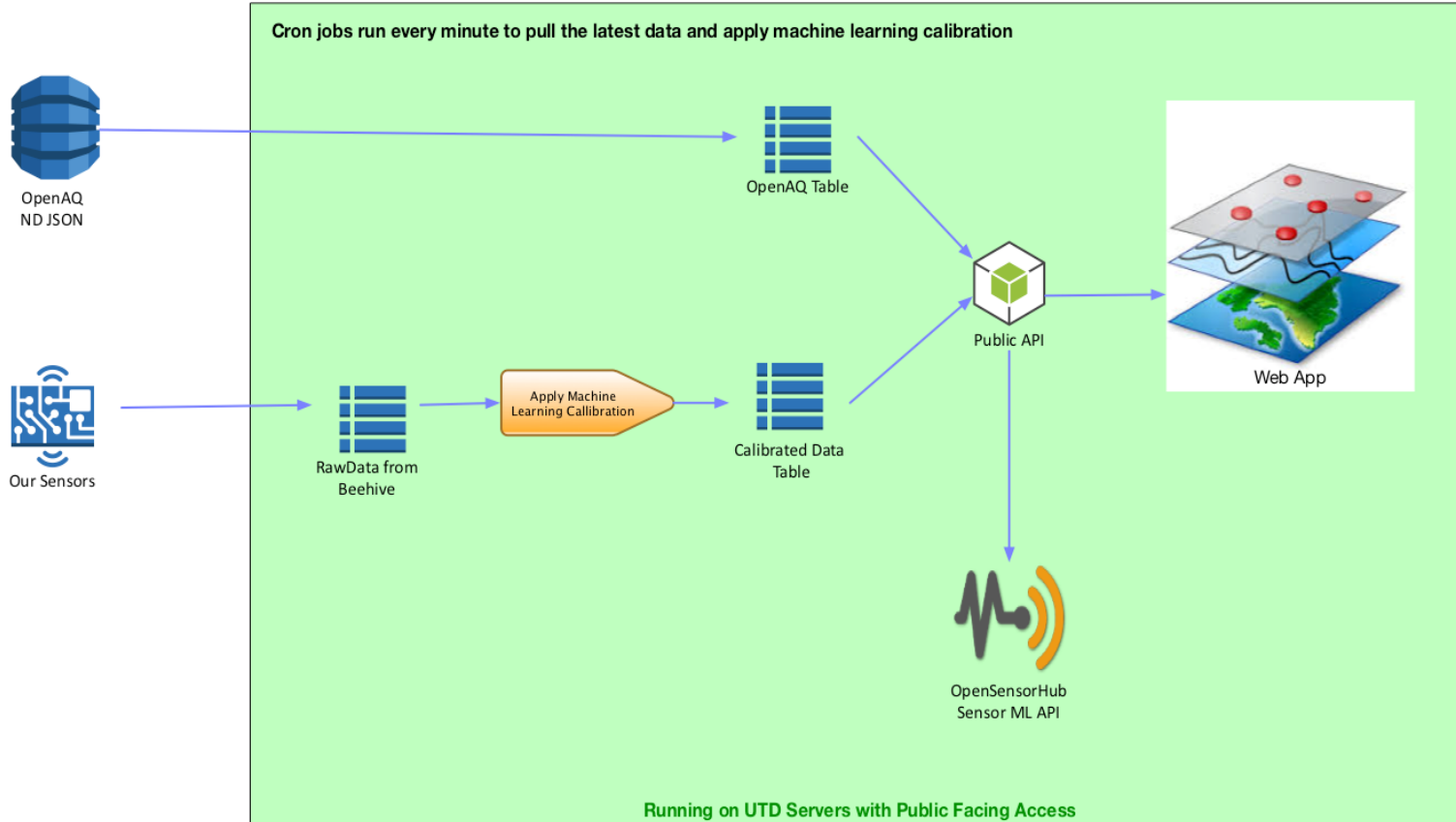
Machine Learning Calibration: Big Pay-Off

Regression Analysis with the Predicted Errors (PM2.5) for Node 6 (Updated)



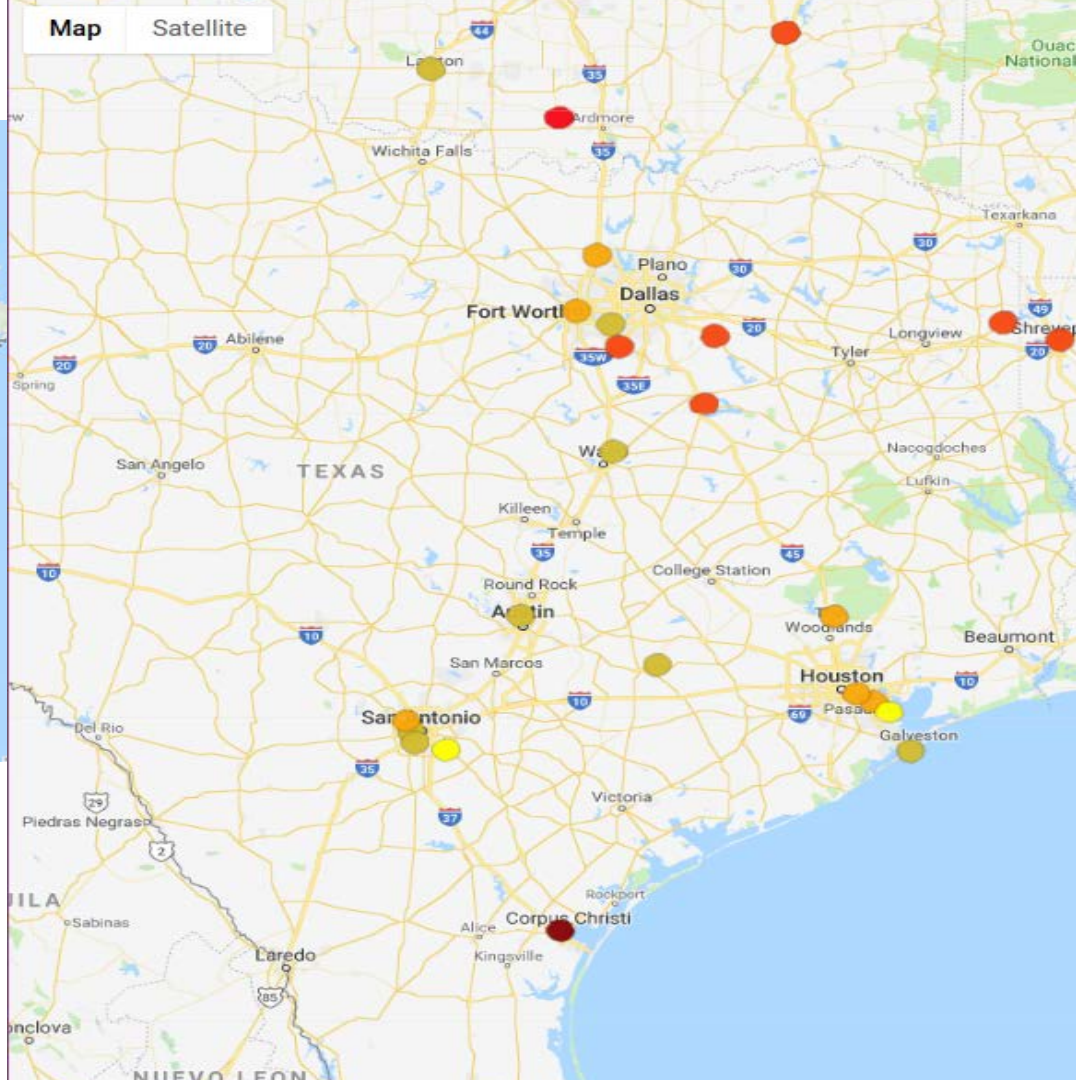
Collecting, Storing & Retrieving the Data

Open Data Portal/API and Transparency



UTD is providing the servers for this Data Portal for free.

Displaying The Data



Efficient Use of Funds

Pay-As-You-Go approach utilizing a combination of grants, donations, budgeted appropriations, and Network charges for buying and installing new monitors

Estimated 220 Node Network Costs for Installation and Operation for Two Years

		#	
Sensor Clusters	Primary Nodes measuring the Particulate Size Distributions (PM1, PM2.5, PM10), Temperature, Pressure and Humidity	Master node measuring particulate size distribution, temperature, pressure, humidity, GPS	\$ 5,000
	Secondary Nodes measuring Particulates, Temperature, Pressure and Humidity	10 solar powered particulate, temperature, pressure, humidity sensors with GPS deployed as a long-range wireless solution to create a low-power wide area network (LoRaWAN)	\$ 2,800
20 clusters of 10 sensors each		Initial installation cost per cluster	\$ 1,000
at \$14,200 per cluster		Cellular cost per cluster for year 1 if no wired network is available	\$ 648
= 200 monitors		Cellular cost per cluster for year 2 if no wired network is available	\$ 648
for		Replacement parts per cluster required each year to keep measuring gases (Particulate, Temperature, Pressure and Humidity measurements do NOT need any replacement parts).	\$ 1,552
\$284,0000		Replacement parts for year 2	\$ 1,552
		Annual Maintenance for year 1	\$ 500
		Annual Maintenance for year 2	\$ 500
Total for one cluster			\$ 14,200
Number of clusters		20	
Total for Network			\$284,000

For a DFW sensing network with 200 secondary nodes measuring Particulates, Temperature, Pressure and Humidity and 20 primary nodes measuring the Particulate Size Distributions Temperature, Pressure and Humidity. The secondary nodes are solar powered and use wireless communication.

Simulation courtesy of Jay Boris NRL

DFW's Network Can Benefit from Other UTD and Consortium Research Projects

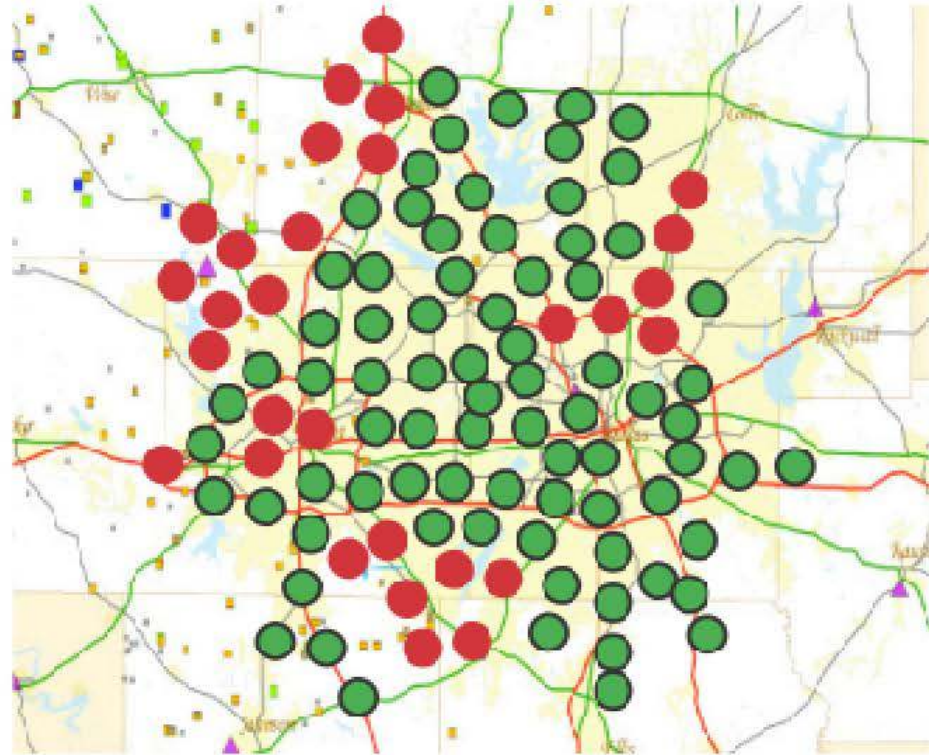
Source Location: Times Square
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Dallas Can Turn This....



Into This





Dallas County Commissioner Dr. Theresa Daniel
Dr. Barbara Durso, Pediatrician, Environmental
Scientist, Parkland Oak West Health Center
Dr. Barry Lachman, Medical Director at Parkland
Community Health Plan
Ernest McMillan, Curator for Community Action at
Cara Mia Theatre, Dallas Peace and Justice Center
Libby Willis & Rita Vinson, former presidents,
FW League of Neighborhoods
City of Plano
Dallas Sierra Club
Downwinders at Risk
Environmental Integrity Project
Environment Texas
Inclusive Communities Project
Joppa Freedmen's Township Association
Liveable Arlington
Mansfield Gas Well Awareness
Sierra Club/Beyond Coal
Texas Campaign for the Environment

The North Texas Clean Air Network

**BYLAWS OF THE NORTH TEXAS CLEAN AIR NETWORK
LOCAL GOVERNMENT CORPORATION**

ARTICLE 1

Name, Offices, and Purposes

1.1 Name. The name of the corporation is the North Texas Clean Air Network Local Government Corporation (the “Corporation”).

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

1.3 Purposes. The Corporation shall be incorporated to aid and to act on behalf of the City of Dallas, City of Plano and Dallas County (the “Local Governments”) to accomplish their governmental purpose; namely to oversee the establishment and operation of a network of modern calibrated air quality sensors within member jurisdictions or in contracted jurisdictions, using such monitors to further advance understanding of local air quality, support local air quality education and research, and assist in responding to local public health threats caused by poor air quality.

a. The goals and purposes of the Corporation are as follows:

- i. Supervise the implementation and maintenance of a publicly accessible, secure and scientifically credible regional air sensor network providing simultaneous real time air quality information from multiple locations within member or contracted jurisdictions via the World Wide Web (the “Network”);
- ii. Provide the best, most up-to-date factual information about local air quality;
- iii. Provide fact-based public education resources on local air quality;
- iv. Support scientific research on local air quality by local colleges, universities, hospitals and schools;
- v. Work with regulatory agencies and entities to further local clean air goals;
- vi. Raise capital to support policy goals, as needed; and
- vii. Prepare annual written reports to the Local Governments detailing progress to date (including a description of projects undertaken that year, results of the projects and other information deemed pertinent by the Corporation for the public and the Local Governments) and goals for the future.

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

- i. Contract with persons and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
- ii. Acquire and hold title to interests in real and personal property;
- iii. Accept funds and property appropriated by the Local Governments;
- iv. Apply for grants of funds, services, and things of value and accept awards of such grants;
- v. Accept donations of funds, services and things of value;
- vi. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the

Corporation shall not incur debt without the consent of the governing bodies of the Local Governments, as evidenced by approval of an ordinance, order or resolution; and

- viii. Engage in other lawful activities to accomplish the governmental purpose stated above.

ARTICLE 2

Board of Directors

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

2.2 Annual Meetings. The Board shall hold an annual meeting for the purposes of electing officers and transacting any other business related to the Corporation.

2.3 Regular Meetings. In addition, the Board may conduct additional meetings at times and locations designated by the Board.

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

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

2.5 Compliance with Open Meetings Act. The Board shall meet in accordance with and post notice of each meeting of the Board in accordance with Chapter 551 of the Texas Government Code (the “Open Meetings Act”). Notice of each meeting shall be posted by the Dallas County Clerk at the same location or locations notice of Commissioners Court meetings is posted, by the City Secretary of the City of Dallas at the same location or locations notice of Dallas City Council meetings is posted, and by the City Secretary of the City of Plano at the same locations notice of Plano City Council meetings is posted. Additional notice of each meeting may be posted at one or more other locations according to the requirements of participating cities and counties.

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

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

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

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

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

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

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

ARTICLE 3 Officers

3.1 Titles and Term of Office. The officers of the Corporation shall be the President/Chair, the Vice President/Vice Chair, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint as described in section 3.6 below. One person may hold the position of one or more offices for the Corporation except

Bylaws of the North Texas Clean Air Network Local Government Corporation – Page 3

that the Chair may not also hold the office of Secretary. Except as otherwise indicated in Sections 3.2 and 3.3 below, the term of office for each officer shall be one year commencing with the date of the meeting of the Board at which each such officer is elected. Officers may be re-elected.

3.2 President/Chair.

(a) In conformance with the Articles of Incorporation, from formation of the Corporation until September 30, 2019, there will be two Co-Presidents/ Co-Chairs of the Board, and on and after October 1, 2019 there will be one President/Chair. From formation of the Corporation until September 30, 2019, all references in these bylaws to the “Chair” or “President” shall refer to the Co-Chairs, and any action or authority of the “Chair” or “President” shall refer to the joint action and joint authority of the Co-Chairs.

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

3.3 Vice President/Vice Chair.

(a) On and after October 1, 2019, the Vice President/Vice Chair of the Board (“Vice Chair”) shall be selected as provided by the Articles of Incorporation.

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

3.4 Secretary. The Board shall appoint the Secretary of the Corporation to keep the minutes of the meetings of the Board in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the Corporation records, and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Board or the Chair. The Secretary of the Corporation shall serve at the discretion of the Board, and may be removed as Secretary by the Board at any time, with or without cause.

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

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

ARTICLE 4

Contracts; Financial Matters; Seal

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

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

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

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

4.5 Audits. The Board shall cause to be maintained a proper and complete system of records and accounts of all transactions, business, and affairs of the Corporation. Within a reasonable time after the end of each fiscal year, the Board shall cause the preparation of a financial statement for the Corporation, which shall be audited by an independent certified public accountant or firm of independent certified public accountants retained by the Board for such purpose.

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

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

ARTICLE 5 Withdrawal

5.1 Process for Withdrawal. A member city or county of the Corporation may withdraw from the Corporation by delivering at least ten (10) days' written notice of withdrawal to the Secretary.

5.2 No Interest in Assets/Dissolution. The withdrawing member shall have no right or interest in any real or personal property, records, or other assets of the Corporation. In the event that the Corporation is dissolved, then the title to assets shall be transferred to the remaining Local Governments that created the Corporation.

5.3 Removal of References to Withdrawing Party. The Corporation shall remove all references to the withdrawing member with respect to any action taken by the Corporation after the effective date of such withdrawal.

ARTICLE 6 General Provisions

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

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

6.3 Effective Date. These Bylaws shall be effective upon adoption by an affirmative vote of a majority of the directors at a meeting of the Board, provided that notice of the proposed adoption shall have been received by each director at least five (5) business days before the said meeting.

**ARTICLES OF INCORPORATION
OF
THE NORTH TEXAS CLEAN AIR NETWORK
LOCAL GOVERNMENT CORPORATION**

The undersigned natural persons, acting as incorporators of a corporation under the provisions of Subchapter D, Chapter 431, Texas Transportation Code (“Chapter 431”), Chapter 394, Texas Local Government Code (“Chapter 394”), and Chapter 22, Business Organizations Code (“Chapter 22”) do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is The North Texas Clean Air Network Local Government Corporation (the “Corporation”).

ARTICLE II

The Corporation is a public non-profit local government corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

A. The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Dallas, City of Plano, and Dallas County (collectively, the “Local Governments”) to accomplish their governmental purpose; namely to oversee the establishment and operation of a network of modern calibrated air quality sensors within member jurisdictions or in contracted jurisdictions, using such monitors to further advance understanding of local air quality, support local air quality education and research, and assist in responding to local public health threats caused by poor air quality.

B. The goals and purposes of the Corporation are as follows:

1. To supervise the implementation and maintenance of a publicly accessible, secure and scientifically credible regional air sensor network providing simultaneous real time air quality information from multiple locations within member or contracted jurisdictions via the World Wide Web;
2. To provide the best, most up-to-date factual information about local air quality;
3. To provide fact-based public education resources on local air quality;
4. To support scientific research on local air quality by local colleges, universities, hospitals and schools;
5. To work with regulatory agencies and entities to further local clean air goals;
6. To raise capital to support policy goals, as needed; and
7. To prepare annual written reports detailing progress to date and goals for the future.

- C. To accomplish said goals and purpose, the Corporation shall be authorized to:
1. Contract with persons, and with governmental, for-profit and non-profit entities for the procuring of services and supplies and the hiring of personnel;
 2. Acquire and hold title to and interests in real and personal property;
 3. Accept funds and property appropriated by the Local Governments and by other entities;
 4. Apply for grants of funds, services, and things of value and to accept awards of such grants;
 5. Accept donations of funds, services and things of value;
 6. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purpose stated above, provided that the Corporation shall not incur debt without the consent of the governing bodies of the Local Governments, as evidenced by approval of an ordinance, order or resolution; and
 7. Engage in other lawful activities to accomplish the governmental purpose stated above.
- D. The Corporation is formed pursuant to the provisions of Chapter 431 as it now or may hereafter be amended and in the manner specified by Chapter 394, which authorize the Corporation to assist and act on behalf of the Local Governments to accomplish any governmental purpose of the Local Governments and to engage in activities in the furtherance of the purposes for its creation.
- E. The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under Chapter 431, including, without limitation, the powers granted under Chapter 22.
- F. The Corporation is created as a local government corporation pursuant to Chapter 431 and shall be a governmental unit within the meaning of Subdivision (3), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 *et seq.*, Texas Civil Practice and Remedies Code.
- G. In the exercise of its powers, the Corporation may enter into any loan, lease, or other agreements as authorized by Chapter 431 that are necessary and appropriate to the fulfillment of the public purpose of the Corporation. In connection with the issuance of bonds or other debt instruments, the Corporation shall select bond counsel and financial advisors acceptable to the Local Governments.

ARTICLE V

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

ARTICLE VI

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

1. A current Dallas City Council Member;
2. A Dallas Office of Environmental Quality representative;
3. A City of Dallas Public Advocate representative;
4. A current Dallas County Commissioners Court member;
5. A Parkland Health and Hospital representative;
6. A Dallas County Public Advocate representative;
7. A Dallas County Medical Society representative;
8. A current City of Plano Council Member;
9. A Plano Sustainability & Environmental Education Division representative;
10. A Plano Public Advocate representative; and
11. A Dallas Independent School District representative.

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

ARTICLE VII

A. The initial Directors nominated by the Dallas Mayor, Plano Mayor, and County Judge are as follows. Approval of these Articles of Incorporation by the governing bodies of the Local Governments constitutes confirmation of such Directors.

	NAME	ADDRESS	AGENCY
1.	Sandy Greyson	1500 Marilla, Dallas, TX 75201	Dallas City Council Member
2.	James McQuire	1500 Marilla, Dallas, TX 75201	Director Dallas OEQ
3.	Dallas Public Advocate Rep.		
4.	Theresa Daniel	411 Elm Street, 2 nd Floor, Dallas, TX 75202	Dallas County Commissioner
5.	Parkland Health and Hospital Rep.		
6.	Dallas County Public Advocate Rep.		
7.	Dallas County Medical Society Rep.		
8.	Plano City Council Member		
9.	Plano S&EED Representative		
10.	Plano Public Advocate Rep.		

11. Dallas ISD Rep.

B. Directors shall serve staggered terms of three (3) years. Directors 1-6 shall serve terms which will end on September 30 of each even-numbered year. Directors 7-11 shall serve terms which will end on September 30 of each odd-numbered year. The initial terms of Directors 1-6 named above will end on September 30, 2020. The initial terms of Directors 7-11 named above will end on September 30, 2021. Thereafter, each Director shall serve a three-year term or until his or her successor is appointed, unless such Director has been appointed to fill an unexpired term, in which case the term of such Director shall expire on the expiration date of the term of the Director who he or she was appointed to replace. Initial Directors and succeeding Directors may serve up to three consecutive terms.

C. Director 4 shall serve as chair of the Board until September 30, 2019. Annually thereafter, a chair and vice chair shall be elected by majority vote of the entire Board.

D. Directors 1-9 may be removed from the Board by a resolution, City Ordinance, or Court Order as appropriate approved by a majority vote of its appointing Local Government if such Local Government finds that (i) that the Director has committed one or more of the acts or omissions described in Section 7.001(c) of the Business Organizations Code and described in Article XI, and XIV, below, or (ii) the Director is derelict in his or her duties by failing to attend four (4) consecutive meetings, including any combination of annual meetings, regular meetings, or special meetings, unless the Director can show good cause for the absences. "Good cause" shall be determined by the Board by majority vote of the entire Board.

E. Directors 10 and 11 may be removed from the Board by vote of the Board if the Board finds that (i) that the Director has committed one or more of the acts or omissions described in Section 7.001(c) of the Business Organizations Code and described in Article XI, and XIV, below, or (ii) the Director is derelict in his or her duties by failing to attend four (4) consecutive meetings, including any combination of annual meetings, regular meetings, or special meetings unless the Director can show good cause for the absences. "Good cause" shall be determined by the Board by majority vote of the entire Board.

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

ARTICLE VIII

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

ARTICLE IX

The names and addresses of the incorporators, each of whom is more than eighteen (18) years of age and a resident of the state of Texas, and three (3) of whom are residents of each Local Government are:

NAME ADDRESS

City of Dallas

Michael Rawlings 1500 Marilla, Dallas, TX 75201
Sandy Greyson 1500 Marilla, Dallas, TX 75201

City of Plano

Dallas County

Clay Jenkins 411 Elm St., Dallas TX 75202
Theresa Daniel 411 Elm St., 2nd Floor, Dallas TX 75202

ARTICLE X

Resolutions approving the form of these Articles of Incorporation have been adopted by the Dallas City Council on _____, by the Plano City Council on _____ and by the Dallas County Commissioners Court on _____.

ARTICLE XI

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

ARTICLE XII

In accordance with the provisions of Section 501(c)(J) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (i) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (ii) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (iii) shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office; and (iv) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt, other obligations, and such reserves as may be necessary as set forth in the authorizing documents related to the issuance of debt by the Corporation shall accrue to the Local Governments as mutually agreed to by the Local Governments. The Local Governments shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by the Local Governments shall be deposited into such accounts or funds as determined by the respective governing bodies of the Local Governments. No part of the Corporation's income shall inure to the benefit of any private interests.

ARTICLE XIII

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

ARTICLE XIV

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

B. Upon the dissolution of the Corporation, the title to all assets shall be transferred to the Local Governments that created the Corporation. The Board of Directors shall notify the Local Governments of such dissolution.

C. The Local Governments may at any withdraw from the Corporation in accordance with the Bylaws.

ARTICLE XV

The Corporation is a constituted authority and a public or governmental instrumentality within the meaning of the regulations of the United States Treasury Department and the rulings of the Internal Revenue Service prescribed and promulgated pursuant to Section 103 of the Internal Revenue Code. Although the Corporation is authorized to act on behalf of one or more governmental entities as provided in these Articles, the Corporation is not a political subdivision or political authority of the State of Texas within the meaning of the Constitution and laws of the State of Texas, including, without limitation, Article III, Section 52 of the Texas Constitution, and no agreement, bond, debt, or obligation of the Corporation shall be deemed to be the agreement, bond, debt, or obligation, or the lending of credit, or a grant of public money or thing of value, of or by the Local Governments or any other political subdivision or authority or agency of the State of Texas, or a pledge of the faith and credit of any of them. No action of the Corporation shall be an action of the Local Governments or their agents or employees, and neither these Articles nor any action by the Board or the Local Governments shall create a joint enterprise.

ARTICLE XVI

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

ARTICLE XVII

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

CITY OF DALLAS

Incorporator

Incorporator

Incorporator

CITY OF PLANO

Incorporator

Incorporator

Incorporator

DALLAS COUNTY

Incorporator

Incorporator

Incorporator

ACKNOWLEDGMENTS

CITY OF DALLAS

This instrument was acknowledged before me on this _____ day of _____ 2018, by Michael Rawlings, being sworn on his oath that he is an individual residing in the City of Dallas, Dallas County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public
State of Texas

This instrument was acknowledged before me on this _____ day of _____, 2018, by Sandy Greyson, being sworn on her oath that she is an individual residing in the City of Dallas, Dallas County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public
State of Texas

This instrument was acknowledged before me on this _____ day of _____ 2018, by James McQuire being sworn on his oath that he is an individual residing in Dallas County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public
State of Texas

DALLAS COUNTY

This instrument was acknowledged before me on this _____ day of _____ 2018, by Theresa Daniel, being sworn on her oath that she is an individual residing in Dallas County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public
State of Texas

This instrument was acknowledged before me on this _____ day of _____ 2018, by Clay Jenkins, being sworn on his oath that he is an individual residing in Dallas County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public
State of Texas

This instrument was acknowledged before me on this _____ day of _____ 2017 by _____ Daniel, being sworn on his/her oath that he/she is an individual residing in Dallas County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public
State of Texas

CITY OF PLANO

This instrument was acknowledged before me on this _____ day of _____, 2018, by Yarkis Lewis, being sworn on his oath that he is an individual residing in the City of Plano, Collin County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public
State of Texas

This instrument was acknowledged before me on this _____ day of _____, 2018, by _____, being sworn on his/her oath that he/she is an individual residing in the City of Plano, Collin County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public
State of Texas

This instrument was acknowledged before me on this _____ day of _____, 2018, by _____, being sworn on his/her oath that he/she is an individual residing in the City of Plano, Collin County, Texas.

Given under my hand and seal of office this ____ day of _____, 2018.

Notary Public
State of Texas

**INTERLOCAL AGREEMENT REGARDING THE NORTH TEXAS
CLEAN AIR NETWORK**

This **INTERLOCAL AGREEMENT REGARDING THE NORTH TEXAS CLEAN AIR NETWORK** (“Agreement”) is entered into as of the Effective Date as defined herein by and among **DALLAS COUNTY, TEXAS** (“the County”), the **CITY OF DALLAS, TEXAS** (“Dallas”), and the **CITY OF PLANO, TEXAS** (“Plano”), all of whom are Texas local governmental entities operating under the authority of their respective governing bodies (hereinafter sometimes referred to collectively as “the Local Governments”) and the **NORTH TEXAS CLEAN AIR NETWORK, INC.** (“NTCAN”), a Texas non-profit local government corporation (the Local Governments and NTCAN hereafter referred to as the “Parties” or individually as a “Party”).

RECITALS:

WHEREAS, the Local Governments are all political subdivisions within the State of Texas engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, NTCAN is a Texas local government corporation organized by the Local Governments pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code to assist the Local Governments in the performance of their governmental functions to promote the common good and general welfare of the Local Governments, including without limitation, overseeing the establishment and operation of modern calibrated air quality sensors within the jurisdictions of the Local Governments, using such monitors to further advance understanding of local air quality, support local air quality education and research, and assist in responding to local public health threats caused by poor air quality; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”), provides authority for local governments of the State of Texas to enter into interlocal agreements with each other and with local government corporations for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, concomitant with the execution of this Agreement by the Local Governments, NTCAN is being created by the Local Governments, as reflected in NTCAN’s Articles of Incorporation, attached herein and incorporated for all purposes as Exhibit 1, and Bylaws, attached herein and incorporated for all purposes as Exhibit 2, to provide for the funding of NTCAN’s functions necessary to provide the services to be provided by NTCAN to the Local Governments; and

WHEREAS, the Parties desire to enter this Agreement for the purpose of establishing the agreement of the Parties regarding NTCAN’s provision of the services referenced herein.

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Local Governments agree as follows:

ARTICLE I.

PURPOSES OF THE NORTH TEXAS CLEAN AIR NETWORK

A. The Local Governments agree and acknowledge that the purposes of NTCAN, as reflected in its Articles of Incorporation and Bylaws, are as follows:

1. To supervise the implementation and maintenance of a publicly accessible, secure and scientifically credible regional air sensor network (hosted by AAEMON via the Microsoft Cloud) providing simultaneous real-time air quality information from multiple locations within member or contracted jurisdictions via the World Wide Web;
2. To provide the best, most up-to-date factual information about local air quality;
3. To provide fact-based public education resources on local air quality;
4. To support scientific research on local air quality by local colleges, universities, hospitals and schools;
5. To work with regulatory agencies and entities to further local clean air goals;
6. To raise capital to support policy goals, as needed; and
7. To prepare annual written reports, the contents and format of which shall be determined by NTCAN, to the Local Governments detailing progress to date and goals for the future.

B. To accomplish the foregoing purposes of NTCAN, it shall be authorized to engage in the following:

1. Contract with persons, and with governmental, for-profit and non-profit entities for the procurement of services and supplies and the hiring of personnel;
2. Acquire and hold title to real property and interests in real property;
3. Accept funds and property appropriated by the Local Governments and by other public or private entities;
4. Apply for grants of funds, services, and things of value and to accept awards of such grants;
5. Accept donations of funds, services and things of value;
6. Issue bonds, notes, and other debt obligations as necessary for the accomplishment of the governmental purposes stated above, provided that NTCAN shall not incur debt without the

consent of each Local Government's governing body, as evidenced by an ordinance, order or resolution approved by same; and

7. Engage in other lawful activities to accomplish the governmental purpose stated above.

ARTICLE II.

NORTH TEXAS CLEAN AIR NETWORK BOARD OF DIRECTORS

A. The Parties agree that NTCAN shall be governed by an eleven (11) member Board of Directors. The Board of Directors shall consist of the following members:

1. A current Dallas City Council Member;
2. A Dallas Office of Environmental Quality representative;
3. A City of Dallas Public Advocate representative;
4. A current Dallas Commissioners Court member;
5. A Parkland Health and Hospital representative;
6. A Dallas County Public Advocate representative;
7. A Dallas County Medical Society representative;
8. A current City of Plano Council Member;
9. A Plano Sustainability & Environmental Education Division representative;
10. A Plano Public Advocate representative; and
11. A Dallas Independent School District representative.

B. Directors 1-3, as referenced above, and their successors shall be nominated by the Mayor of the City of Dallas ("Dallas Mayor") and shall be confirmed by the Dallas City Council. Directors 4-6, as referenced above, and their successors shall be nominated by the Dallas County Judge ("Dallas County Judge") and confirmed by the Dallas County Commissioner's Court. Directors 8-10, as referenced above, and their successors shall be nominated by the Mayor of the City of Plano (Plano Mayor") and confirmed by the Plano City Council. Directors 7 and 11, as referenced above, shall be nominated by the Chair of the Board and confirmed by the Board. Directors shall serve staggered terms of three years. Directors 1-6, as referenced above, shall serve terms which will end on September 30 of each even-numbered year. These Directors' initial terms shall end on September 30, 2020, or until a successor is appointed. Directors 7-11 shall serve

terms which will end on September 30 of each odd-numbered year. These Directors' initial terms shall end on September 30, 2021, or until a successor is appointed.

ARTICLE III.

TERM

The term of this Agreement shall be for one (1) year from the Effective Date as defined herein, unless otherwise terminated by any of the Parties, pursuant to Article 5.1 of the Bylaws ("Term"). Thereafter this Agreement may be renewed or extended by mutual written consent of all the Parties for additional one-year terms (each such additional one-year term a "Renewal Term"). All renewals or extensions shall be based on existing terms and conditions in the executed Agreement or as amended and approved in writing by the Parties.

ARTICLE IV.

GENERAL PROVISIONS

A. Assignment. This Agreement may not be assigned. This Agreement embodies and constitutes the entire understanding between the Parties with respect to the matters referenced herein, and this Agreement may not be amended except by an agreement in writing signed by the Parties hereto, and approved by the respective governing bodies.

B. Severability. In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

C. Authority. The Parties acknowledge and agree that each has the requisite power and authority to enter into this Agreement; that this Agreement has been duly authorized and approved by each Party's respective governing body; and that the person executing the Agreement on the behalf of each Party has been duly authorized to do so.

D. Governing Law/Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall lie in Dallas County, Texas.

E. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be binding on the Party executing and all of which shall be deemed originals, but such counterpart copies shall constitute one and the same instrument.

F. Good Faith/Mediation. In the event of any dispute regarding this Agreement or the terms contained herein, after good-faith negotiation by and between the Parties, the Parties agree that they shall submit such dispute to non-binding mediation.

G. Sovereign Immunity. This Agreement is expressly made subject to each Party's sovereign immunity, Title 5 of the Texas Practice and Civil Remedies Code, and all applicable State and federal law. The Parties expressly agree that no provision of this Agreement is in any way intended to limit or constitute a waiver of any immunities from suit or from liability that the Parties have by operation of law.

H. INDEMNIFICATION. ALL PARTIES, INCLUDING THEIR RESPECTIVE EMPLOYEES AND ELECTED OFFICIALS, AGREE THAT EACH SHALL BE RESPONSIBLE FOR ITS OWN NEGLIGENT ACTS OR OMISSIONS OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT, WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER TEXAS AND OTHER APPLICABLE LAWS. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS.

THIS PROVISION SHALL SURVIVE TERMINATION, EXPIRATION, OR CANCELLATION OF THIS AGREEMENT, OR ANY DETERMINATION THAT THIS AGREEMENT OR ANY PORTION HEREOF IS VOID, VOIDABLE, INVALID, OR UNENFORCEABLE.

I. Insurance. Plano, Dallas, and NTCAN agree that they will at all times during the Term of this Agreement or any Renewal Term maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly agreed that Dallas will be solely responsible for all costs of such insurance; any and all deductible amounts in any policy; and any denials of coverage made by its respective insurers.

J. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of any governmental entity under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the Term of the Agreement and any pertinent extensions or Renewal Terms. No Party to this Agreement shall have any right of action against the any other governmental entity in the event a governmental entity is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that a governmental entity is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, any governmental entity, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to all Parties at the earliest possible time prior to the end of its fiscal year.

K. Notices. All notices hereunder will be sufficient if sent by certified mail, email, or facsimile transmission with confirmation of delivery, addressed to:

Dallas County:

Dallas County Judge
411 Elm Street #200
Dallas, Texas 75202

With copies to:

Dallas District Attorney's Office Civil Division
411 Elm Street, Fifth Floor
Dallas, Texas 75202

City of Dallas
(Address)

City of Plano
(Address)

NTCAN
(Address)

L. Cooperation of the Parties. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement. Without limitation, each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

M. Authority to Execute. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that each Party has had an opportunity to confer with its counsel.

N. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

O. Applicable Laws. This Agreement is subject to all applicable Federal and State laws, as they exist, may be amended or in the future arising, and any applicable permits, ordinances, rules, orders and regulations of any local, State or Federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any

right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

P. Agreement Drafted Equally by Parties. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and the presumption or principle that the language herein is to be construed against a Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this Agreement.

Q. Entire Agreement. This Agreement, including the attached exhibits and Recitals, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matter.

R. Force Majeure. No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such acts include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Parties written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

S. Continuing Obligations. All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

T. Relationship of Parties. No Party to this Agreement is an agent, servant, joint enterpriser or employee of the other Parties. Each governmental entity represents that it shall, or will, secure at its own expense, all personnel and consultants required in performing the services herein. All personnel and consultants required in performing the obligations herein shall not be employees of or have any contractual relationship with the other Parties to this Agreement.

U. Default/Cumulative Right. It is not a waiver of default if the non-defaulting Party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Contract are cumulative, and either Party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein

provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained.

V. NTCAN's Obligation. NTCAN shall approve this this Agreement within thirty (30) business days after its incorporation, and the failure to do so shall render this Agreement null and void and of no further force and effect.

IN WITNESS WHEREOF, the Local Governments execute this Agreement on the dates listed below. The "Effective Date" of this Agreement shall be the date of the last signature below.

EXECUTED AS OF THE ____ day of and month of _____, 2018, by the **CITY OF DALLAS** signing by and through its **CITY MANAGER** duly authorized to execute this Agreement by Resolution No. _____, adopted by the City Council on _____, 2018.

APPROVED AS TO FORM:

LARRY E. CASTO
City Attorney

CITY OF DALLAS

T.C. BROADNAX
City Manager

BY _____
Assistant City Attorney

BY _____
Assistant City Manager

EXECUTED AS OF THE ____ day of and month of _____, 2018, by the **CITY OF PLANO** signing by and through its **CITY MANAGER** duly authorized to execute this Agreement by Resolution No. _____, adopted by the City Council on _____, 2018.

APPROVED AS TO FORM:

PAGE MIMS
City Attorney

CITY OF PLANO

BRUCE GLASSCOCK

City Manager

BY _____

BY _____

EXECUTED AS OF THE ____ day of and month of _____, 2018, by the **DALLAS COUNTY** signing by and through its **COUNTY JUDGE** duly authorized to execute this Agreement by Court Order No. _____, approved by the Commissioners Court on _____, 2018.

DALLAS COUNTY, TEXAS:

Clay Lewis Jenkins
County Judge
Dallas County, Texas

RECOMMENDED:

Gordon Hikel
Assistant County Administrator
Dallas County, Texas

APPROVED AS TO FORM*:

**FAITH JOHNSON
DISTRICT ATTORNEY**

**RUSSELL RODEN
CHIEF CIVIL DIVISION**

James R. Palomo
Assistant District Attorney

***BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

EXHIBIT 1

(Articles of Incorporation)

EXHIBIT 2

(Bylaws of North Texas Clean Air Network)



Agenda Information Sheet

File #: 18-716

Item #: 3.

STRATEGIC PRIORITY: Economic and Neighborhood Vitality
AGENDA DATE: September 26, 2018
COUNCIL DISTRICT(S): All
DEPARTMENT: Department of Planning and Urban Design
EXECUTIVE: T.C. Broadnax

SUBJECT

Authorize **(1)** acceptance of a cost-share grant (Grant No.14VSWTX018, CFDA No. 94.013) from the Corporation for National and Community Service to continue the AmeriCorps Volunteers in Service to America (VISTA) Program at the City of Dallas for capacity building in low-income communities for the period September 30, 2018 through September 28, 2019; **(2)** a cost-share in an amount not to exceed \$73,866.00; and **(3)** execution of the Memorandum of Agreement and all terms, conditions, and documents required by the agreement - Not to exceed \$73,866.00 - Financing: General Fund

BACKGROUND

The Corporation for National and Community Service (CNCS) is a federal government agency that provides resources for supporting services, volunteering, and capacity building to cities in the United States. CNCS engages more than five million Americans in service through many programs such as AmeriCorps, Senior Corps, and Learn and Serve America. One of the CNCS AmeriCorps Programs is Volunteers in Service to America (VISTA). VISTA members are passionate and committed to their mission to bring communities out of poverty. Members make a year-long, full-time commitment to serve on a specific project at a nonprofit, community organization or public agency. They focus their efforts to build the capacity of organizations that fight illiteracy, improve health services, foster economic development, and otherwise assist low-income communities.

In 2014, the City of Dallas applied to the CNCS for an AmeriCorps Volunteers in Service to America (VISTA) Program grant. The City was awarded the grant, which began in the Mayor's Office as part of the growSouth Initiative. VISTA members were assigned to work in the Southern Dallas community providing technical assistance and capacity building services to neighborhood organizations.

In 2016, CNCS provided a monetary grant to the City of Dallas to expand the AmeriCorps VISTA Program for community outreach and community policing to include VISTA member placements with the Dallas Police Department and Community Courts, and to cover the salary for a full-time Coordinator for the program in the amount of \$60,000.00 for the period from May 1, 2016 through April 29, 2017. In 2017, the Corporation for National and Community Service continued this grant for

an additional year for the period April 30, 2017 through April 28, 2018.

In FY 2017-18, the Planning and Urban Design Department began managing the CNCS AmeriCorps VISTA Program grant. Starting April 30, 2018, CNCS discontinued the monetary grant and transitioned the program to a cost-share program. The program included a total of 19 VISTA members for which the City was responsible for a cost-share for up to 6 VISTA members. This increased the number of VISTA placements with the Dallas Police Department and added new placements with the Office of Community Care. At this time, CNCS agreed to modify the Memorandum of Agreement term to better align with the City's fiscal year. Administrative Action No. 18-5705 was approved to execute a Memorandum of Agreement No. (Contract ID: PNV-2018-00006065) with CNCS, for the period April 29, 2018 through September 29, 2018, to expend \$28,338.00 of appropriated funds for the cost-share portion of the grant for the remainder of FY 17-18.

This action will enable continuation of this grant for FY 2018-19, subject to the Council's appropriation of funding for the City's cost-share portion. The grant will continue to provide for up to a total of 19 VISTAs, with the City of Dallas responsible for a cost-share for up to 6 VISTAs.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 11, 2016, City Council authorized the acceptance of the 2016 Corporation for National and Community Service AmeriCorps grant, Grant No.14VSWTX018, CFDA No. 94.013, for the period May 1, 2016 through April 29, 2017, by Resolution No. 16-1672.

On April 26, 2017, City Council authorized the acceptance of a continuation grant from the Corporation for National and Community Service AmeriCorps, Grant No. 14VSWTX018, CFDA No.94.013, for the period April 30, 2017 through April 28, 2018, by Resolution No. 17-0730.

Information about this item was provided to the Quality of Life, Arts and Culture Committee on August 27, 2018.

FISCAL INFORMATION

General Fund - \$73,866.00

September 26, 2018

WHEREAS, the Corporation for National and Community Service (CNCS) is a federal government agency that provides resources for supporting services, volunteering, and capacity building to cities in the United States; and

WHEREAS, on October 11, 2016, City Council authorized the acceptance of the 2016 CNCS AmeriCorps Volunteers in Service to America (VISTA) Grant for the period May 1, 2016 through April 29, 2017, in an amount not to exceed \$60,000.00, by Resolution No. 16-1672; and

WHEREAS, on April 26, 2017, City Council authorized the acceptance of the 2017 CNCS AmeriCorps VISTA Grant for the period April 30, 2017 through April 28, 2018, in an amount not to exceed \$60,000.00, by Resolution No. 17-0730; and

WHEREAS, on April 23, 2018, Administrative Action No. 18-5705 authorized the execution of a Memorandum of Agreement for the remainder of the FY 2017-18 fiscal year from April 29, 2018 through September 29, 2018, to expend funds for the cost-share portion of the grant received from CNCS for the City of Dallas AmeriCorps VISTA Program, in an amount not to exceed \$28,338.00; and

WHEREAS, CNCS has awarded an AmeriCorps VISTA one-year continuation grant to the City of Dallas for the period September 30, 2018 through September 28, 2019.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to **(1)** accept a cost-share grant (Grant No.14VSWTX018, CFDA No. 94.013) from the Corporation for National and Community Service to continue the AmeriCorps Volunteers in Service to America Program at the City of Dallas for capacity building in low-income communities for the period September 30, 2018 through September 28, 2019; **(2)** provide a cost-share in an amount not to exceed \$73,866.00; and **(3)** execute the Memorandum of Agreement and all terms, conditions, and documents required by the agreement, approved as to form by the City Attorney.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$73,866.00 to the Corporation for National and Community Service from General Fund, Fund 0001, Department PNV, Unit 2756, Object 3099, Activity ECNR, Encumbrance/Contract No. PNV-2018-00007319, Commodity 96269, Vendor VS97635.

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.



Agenda Information Sheet

File #: 18-671

Item #: 4.

STRATEGIC PRIORITY: Economic and Neighborhood Vitality
AGENDA DATE: September 26, 2018
COUNCIL DISTRICT(S): All
DEPARTMENT: Department of Planning and Urban Design
EXECUTIVE: T.C. Broadnax

SUBJECT

Authorize **(1)** amendments to the program statement for the growSouth Neighborhood Challenge Grant Program and rename it as the Dallas Neighborhood Vitality Grant Program; and **(2)** the City Manager to execute future grant agreements in accordance with the new program statement, subject to future appropriations - Financing: No cost consideration to the City

BACKGROUND

In 2014, the Loving My Community (LMC) Neighborhood Improvement Grant was renamed the growSouth Neighborhood Challenge Grant, and a program statement was authorized to offer competitive, grant-based assistance to neighborhood-based organizations. The focus was on strengthening neighborhoods located in the City of Dallas south of I-30 east of Downtown and south of the Trinity River west of Downtown.

In 2015, the Department of Planning and Urban Design assumed contract administration responsibilities of the growSouth Neighborhood Challenge Grant and worked collaboratively with the Mayor's Office to execute the program. Up to \$100,000.00 of general funds has been budgeted and appropriated annually for this program through City Council action as part of the annual budget process. On September 13, 2017, City Council approved amendments to the process and eligibility criteria, expanding eligibility to include projects throughout Dallas while giving preference to projects in Southern Dallas.

During FY 2017-18, Planning and Urban Design has managed another grant cycle, thus gaining more experience with program and process issues. In addition, City Council has adopted a new Comprehensive Housing Policy that emphasizes neighborhood revitalization in targeted Reinvestment Areas throughout Dallas. These considerations have provided the impetus for additional amendments to the grant program statement to rename and improve the program and bring it into alignment with the newly adopted neighborhood revitalization policy. These amendments to the program statement include the Program Description, Funding Categories, Project Eligibility, Applicant Eligibility, Eligible Expenses, Ineligible Expenses, the Application Process and the inclusion

of Additional Considerations. The proposed 2018 Program Statement (as amended) is attached to the Resolution as "Exhibit A." The existing 2017 Program Statement is attached to the Resolution for reference as "Exhibit B."

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 27, 2009, City Council authorized the Loving My Community Neighborhood Improvement Grant Program to provide financial assistance to neighborhood groups that wish to improve the City's quality of life by implementing service programs or construction projects within their neighborhood by Resolution No. 09-1342.

On February 12, 2014, City Council adopted the program statement for the growSouth Neighborhood Challenge Grant (renamed from Loving My Community Neighborhood Improvement Grant) providing requirements, eligibility criteria and project scope for neighborhood groups to receive competitive grant-based financial assistance for projects located in Southern Dallas that improve neighborhood quality of life by Resolution No. 14-0334.

On September 13, 2017, City Council authorized continuation of the growSouth Neighborhood Challenge Grant Program and adopted amendments to the program statement of the growSouth Neighborhood Challenge Grant clarifying eligibility requirements and application process, and to include projects throughout Dallas, while giving preference to projects located within Southern Dallas by Resolution No. 17-1435.

Information about this item will be provided to the Quality of Life, Arts and Culture Committee on September 24, 2018.

FISCAL INFORMATION

No cost consideration to the City.

September 26, 2018

WHEREAS, on May 27, 2009, City Council authorized the Loving My Community Neighborhood Improvement Grant Program to provide financial assistance to neighborhood groups that wish to improve the City's quality of life by implementing service programs or construction projects within their neighborhoods by Resolution No. 09-1342; and

WHEREAS, on February 12, 2014, City Council adopted the program statement for the growSouth Neighborhood Challenge Grant (renamed from Loving My Community Neighborhood Improvement Grant) providing program requirements, eligibility criteria and program scope for neighborhood groups to receive competitive, grant-based financial assistance for projects located in Southern Dallas that improve neighborhood quality of life by Resolution No. 14-0334; and

WHEREAS, on September 13, 2017, City Council adopted amendments to the program statement of the growSouth Neighborhood Challenge Grant to clarify eligibility requirements and application process, and to include projects throughout Dallas, while giving preference to projects located within Southern Dallas by Resolution No. 17-1435; and

WHEREAS, on April 27, 2018, City Council adopted a new Comprehensive Housing Policy emphasizing neighborhood revitalization and identifying targeted Reinvestment Strategy Areas by Resolution No. 18-0704; and

WHEREAS, additional amendments to the grant program statement are warranted to align the growSouth Neighborhood Challenge Grant program with the new Comprehensive Housing Policy, to rename the program as the Dallas Neighborhood Vitality Grant Program, and to further clarify eligibility and application process requirements; and

WHEREAS, City Council finds that the renamed Dallas Neighborhood Vitality Grant Program statement, as amended, would continue to serve the public purpose of promoting safe and vibrant neighborhoods throughout Dallas.

Now, Therefore,

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

SECTION 1. That the amended program statement for the growSouth Neighborhood Challenge Grant Program renamed as the Dallas Neighborhood Vitality Grant Program is hereby adopted, a copy of which is attached hereto as "Exhibit A".

SECTION 2. That the City Manager is hereby authorized to execute future grant agreements in accordance with the amended program statement, subject to future appropriations.

September 26, 2018

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 resolved.

EXHIBIT A

DALLAS NEIGHBORHOOD VITALITY GRANT PROGRAM STATEMENT

Program Purpose:

The Dallas Neighborhood Vitality Grant Program is created to encourage neighborhood organizations to identify and implement projects that address specific neighborhood needs while increasing resident engagement, promoting neighborhood pride, and building neighborhood organization capacity through collaborations and partnerships. Projects must serve a public purpose and provide community benefits by promoting the creation of strong, safe, and vibrant neighborhoods.

Program Description:

The grant program will offer funding on a reimbursement basis to top-ranked neighborhood enhancement projects through a competitive process. Organizations that represent neighborhoods must submit project proposals that utilize existing assets, knowledge, skills, partnerships and creativity to improve their neighborhood. This program places strong emphasis on projects that engage neighborhood residents and are ready for implementation. Funding would be considered for projects that fall within two categories:

- **Neighborhood Physical Improvements:** Grants up to \$10,000 may be awarded to projects that enhance a neighborhood's physical appearance. Improvements must be located in areas that are highly visible and accessible to the public. Physical improvement projects include the following:
 - Neighborhood Art Installations: Art murals or sculptures
 - Neighborhood Signage: Street sign toppers, monument-subdivision signs, crime watch signs, and temporary signs that serve a neighborhood benefit (e.g., neighborhood meeting signs or bulky trash signs)
 - Neighborhood Beautification: Landscaping improvements to medians, traffic islands or other publicly accessible sites
 - Urban Gardens: Publicly accessible gardens - herbal or vegetable, pollinator (butterfly), or mobility container gardens
 - Public Park or Trail Improvements: Improvements in City parks including benches, picnic tables, pathways, paving, landscaping or other related physical enhancements
 - Neighborhood Litter Abatement: Illegal dumping surveillance operations, and large-scale neighborhood cleanups
 - Neighborhood Pedestrian Improvements: Including crosswalks, signage, and traffic calming improvements
 - Other Physical Improvements: Additional neighborhood physical improvement projects may be considered if they meet all other eligibility requirements included in this program statement

- **Neighborhood Engagement Enhancements:** Grants up to \$5,000 and no less than \$1,500 may be awarded to neighborhood events or activities that measurably increase residential engagement and improve neighborhood quality of life. These include the following:

EXHIBIT A

DALLAS NEIGHBORHOOD VITALITY GRANT PROGRAM STATEMENT

- Neighborhood Engagement Events: Events that are open to the public that promote resident involvement and public awareness including National Night Out events, block parties, health and wellness events, and public safety events.
- Neighborhood Engagement Tools: Tools that encourage resident engagement in neighborhood organizations including development of neighborhood brand logos, promotional or informational materials, websites, and other member-recruitment or capacity building tools.
- Other Neighborhood Engagement Enhancements: Additional neighborhood engagement enhancement projects may be considered if they meet all other eligibility requirements included in this program statement.

Non-Reimbursement Project Consideration:

Although grant funds are primarily intended to be provided on a reimbursement basis, the City may consider implementing projects on behalf of applicants thus eliminating the need for reimbursement, if the project fits within the scope of an existing City program and can be handled through an inter-departmental transfer of funds or direct purchase. Non-reimbursement grant projects may be limited in number and their selection in any given grant cycle will be subject to availability of staff support needed to complete them within the required time frame. Projects that may be considered for non-reimbursement grants are listed below:

- Neighborhood Signage (except monument-subdivision signs)
- Pre-approved materials to support neighborhood engagement activities
- Neighborhood Litter Abatement
- Public Park or Trail Improvements
- Neighborhood Pedestrian Improvements

Project Eligibility:

It is strongly recommended that applicants discuss projects with appropriate City departments prior to application submission to gain an accurate understanding of project requirements and expectations. To be eligible all projects must:

- Be located within Dallas City limits
- Comply with all applicable City, State and Federal laws and regulations
- Provide free and open access to the public
- Be feasible to be completed within one year of executing a grant agreement
- Address future ongoing maintenance commitments without additional funding from the City
- Have written property owner permission if the project involves use of real property
- Be a one-time project or activity - ongoing program support is not eligible
- Not serve solely to bring a non-compliant property into compliance with laws or regulations
- Not use grant funds as a match to apply for funding from another grant source

Preference will be given to projects located within Southern Dallas defined to the north by the Trinity River west of Downtown and IH-30 east of Downtown, and to the south, east and west by Dallas City limits. In addition, preference will be given to projects located within the Reinvestment

EXHIBIT A

DALLAS NEIGHBORHOOD VITALITY GRANT PROGRAM STATEMENT

Strategy Areas defined in the Comprehensive Housing Policy adopted by Dallas City Council on April 27, 2018 by Resolution No. 18-0704, or as amended.

Applicant Eligibility:

All applicants must meet the following eligibility requirements:

- Applicants must be neighborhood-based resident organizations within Dallas city limits, e.g., homeowner associations, neighborhood associations, crime watch groups, youth or sport groups, parent teacher associations, and urban garden clubs.
- Individual persons or for-profit businesses are not eligible as applicants.
- Applicant, organization members, representatives and/or agents and fiscal sponsors must not have a conflict of interest or personal benefit from the proposed project.
- A signature representative of the applicant organization must have attended and completed the Grant Application Workshop to ensure familiarity with the program requirements and guidelines.
- Applicant organizations for reimbursement grants must have:
 - 501(c)(3) or 501(c)(4) status or have a fiscal sponsor with required IRS tax exempt status. A fiscal sponsor is a non-profit organization with IRS tax exempt status that is willing to accept all financial responsibilities related to successful completion of the grant funded project. Examples of fiscal sponsors include universities, schools, hospitals, faith-based or issue-based organizations, and governmental agencies.
 - Certificate of Good Standing with the State of Texas or equivalent document
- Applicant organizations for non-reimbursement grants must have filed and recorded their organization name (Assumed Name or Doing Business As) with the Dallas County Clerk's Office or equivalent.

Eligible Expenses:

Eligible expenses must be directly related to the project and fall within the following categories:

- Supplies and Materials: Expenses related to materials needed to complete the project
- Professional Services: Expenses related to consultants, artists, professional services and other vendors providing services that the applicant cannot provide through volunteer services
- Neighborhood Marketing: Expenses related to neighborhood marketing (temporary signs for neighborhood meetings, banners, flyers or postcards, neighborhood association websites). Grant funding may not be used for marketing of business or political activities.
- Permits: Expenses related to event or construction permits needed to complete the project.
- Construction and Capital: Expenses related to construction and renovation of parks and other public spaces.

Ineligible Expenses:

Grant funds may not be used for the following expenses:

- Payments made prior to execution of a grant agreement with the City of Dallas
- Operating and ongoing maintenance expenses
- Travel or transportation expenses, lodging or hotel expenses, catering, gift cards
- Payment to individuals other than those who provide professional services for the project

EXHIBIT A

DALLAS NEIGHBORHOOD VITALITY GRANT PROGRAM STATEMENT

- Salaries or stipends
- Purchase of land
- Payment of rent for space leased for a period longer than 48 hours
- Payments that create a conflict of interest
- Any expenses deemed to not serve a public purpose

Application Process:

- Applications will not be accepted after the submission deadline stated in the call for projects in each grant cycle. All applications will be screened for completeness and eligibility prior to being scored by a Review Committee. The following documents are required with the grant application:
 - Signed City of Dallas Conflict of Interest Statement
 - Proof of Insurance (if applicable)
 - Written permission from property owners (if applicable)
- Applicants applying for reimbursement grants are required to submit proof of 501(c)(3) or 501(c)(4) status and a certificate of Good Standing with the State of Texas or equivalent documents.
- Applicants applying for non-reimbursement grants must submit proof of having filed and recorded their organization name (Assumed Name or Doing Business As) with the Dallas County Clerk's Office or equivalent.
- The Review Committee will be comprised of representatives from City Departments that manage the program or assist with its implementation. The Review Committee can request additional information or interviews from finalists if needed.
- Applications will be scored by the Review Committee based on the following criteria:

○ Southern Dallas areas	7.5 points
○ Reinvestment Strategy Areas	7.5 points
○ New applicant	10 points
○ Project description	10 points
○ Project budget	10 points
○ Neighborhood benefits	15 points
○ Resident involvement	20 points
○ Project feasibility and readiness	20 points
Total	100 points
- Application scores are averaged across the Review Committee and projects are selected based on rank order. The City may not award grant funds to a top ranked project, if it is subsequently determined that the applicant or project is unable to meet eligibility requirements, or if the project requires substantial modification to meet the requirements.

EXHIBIT B

COUNCIL CHAMBER

171435

September 13, 2017

WHEREAS, the City of Dallas recognizes the importance of its role in neighborhood quality of life; and

WHEREAS, the City of Dallas desires to provide incentives to neighborhood-oriented organizations to engage in activities that will enhance the quality of life in the City through the growSouth Neighborhood Challenge Grant; and

WHEREAS, on May 27, 2009, City Council authorized the Loving My Community Neighborhood Improvement Grant Program to provide financial assistance to neighborhood groups that wish to improve the City's quality of life by implementing neighborhood service programs or initiating construction projects within their neighborhood by Resolution No. 09-1342; and

WHEREAS, on September 23, 2009, City Council authorized the acceptance of a grant from the Communities Foundation of Texas (CFT), Mabel Peters Caruth Fund for the administration of the Loving My Community Neighborhood Improvement Grant to provide financial assistance to neighborhood groups through competitive grants for projects that will improve the area's quality of life; establishment of appropriations in the amount of \$200,000 in the Communities Foundation of Texas (CFT), Mabel Peters Caruth Fund; and execution of the grant agreement by Resolution No. 09-2375; and

WHEREAS, on February 12, 2014, City Council authorized the Program Statement for the growSouth Neighborhood Challenge (renamed from Loving My Community Neighborhood Improvement Grant) providing requirements, eligibility criteria and project scope for neighborhood groups to receive competitive grant-based financial assistance for projects that will improve an area's quality of life by Resolution No. 14-0334; and

WHEREAS, on September 21, 2016, City Council authorized the appropriation of funds in the amount of \$100,000 to be expended from the Planning and Urban Design Department to create the Neighborhood Vitality Project Fund (0297) for growSouth Neighborhood Challenge grants by Ordinance No. 30178; Resolution No. 16-1526; and

WHEREAS, the growSouth Neighborhood Challenge Grant is a citywide grant that can be applied for by neighborhood organizations whose projects will benefit neighborhoods and communities in the City of Dallas with preference given to projects located within the growSouth geographical boundaries; and

WHEREAS, the growSouth geographical boundaries defined by Dallas city limits are the west, south, and east. The northern border is the Trinity River west of downtown and Interstate 30 east of downtown; and

WHEREAS, there were several items identified that warranted adjustment of the program statement in order to further clarify eligibility requirements and the application process during the FY 2016-17 growSouth Neighborhood Challenge Grant Program; and

WHEREAS, the City Council finds that the growSouth Neighborhood Challenge Grant Program as amended serves the public purpose of promoting safe and vibrant communities; and

EXHIBIT B

COUNCIL CHAMBER

171435

September 13, 2017

WHEREAS, the City Council desires to adopt the amended growSouth Neighborhood Challenge Grant Program Statement clarifying eligibility requirements and the application process; and desires the City Manager to execute future grant agreements in accordance with the amended program statement, a copy of which is attached hereto as Exhibit A.

Now, Therefore,

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

SECTION 1. That the City Council hereby adopts the amended growSouth Neighborhood Challenge Grant Program Statement; and the City Manager is hereby authorized to execute future grant agreements in accordance with the amended program statement, approved as to form by the City Attorney, subject to future appropriations.

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

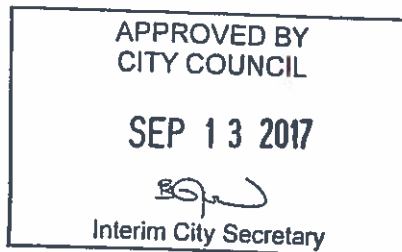


EXHIBIT B

EXHIBIT A

171435

AMENDED PROGRAM STATEMENT growSouth NEIGHBORHOOD CHALLENGE GRANT

Program Purpose:

The growSouth Neighborhood Challenge Grant was created to promote neighborhood pride, resident engagement, and community improvements in the City of Dallas, with preference given to projects within the growSouth geographical boundaries. The growSouth geographical boundaries are defined by Dallas city limits on the west, south, and east. The northern border is the Trinity River west of downtown and Interstate 30 East of downtown.

Annually, \$100,000 in total funding is appropriated for grant-based financial assistance for neighborhood groups to improve physical features and develop service-based projects. Projects must provide a public benefit which promotes strong, safe and vibrant communities.

Program Description:

The City will award up to \$10,000 in grant funds to groups with top-ranked service-based or construction projects. Residents will come together in their neighborhood to utilize existing assets, knowledge, skills, partnerships, and creativity to improve their neighborhood.

Grant funding will be considered for the following projects:

- **Service-based Projects** - Community enrichment activities, events, or projects that increase neighborhood engagement and improve the quality of the community.
- **Neighborhood Improvement Projects** - Activities that build and/or alter a neighborhood's appearance including entrance point and new/existing neighborhood landscaping. These areas must be highly visible to the public realm and serve as a community benefit.

Eligibility:

(1) A group of residents residing within the City of Dallas limits. Neighborhood groups are not required to be 501(c)(3). The following are examples of eligible participants:

- Neighborhood or Homeowner Associations
- Crime Watch groups
- Civic organizations
- Schools
- Community garden groups
- Parent Teacher Organizations
- Organized Youth Groups, such as Boy Scouts, Girl Scouts, or Sports groups
- Non-Profits 501(c)(3)

(2) Neighborhood groups will submit applications to the Review Committee for review by the application submission deadline. Eligibility will require one representative to attend and complete the Development Workshop to ensure all parties fully understand guidelines, restrictions and insurance requirements.

EXHIBIT B

EXHIBIT A

171435

AMENDED PROGRAM STATEMENT growSouth NEIGHBORHOOD CHALLENGE GRANT

Application Review Process:

- Applications will not be accepted after 5PM CST on application deadline.
- Upon receipt of application, City staff will review the application for completeness. If the application is determined incomplete, it will not be considered by the Review Committee.
- The Review Committee will be comprised of representatives from partnership organizations and City departments that assist with the Program on a collaborative basis. The Review Committee can request interviews from finalists if needed.

Program Requirements:

Applications should demonstrate resident engagement and the groups must comply with the following:

- Be maintained by the neighborhood group without any assistance or future funding from the City of Dallas
- Provide a public benefit which promotes a stronger, safer, vibrant community
- Be maintained by the neighborhood group for two (2) years for construction projects and one (1) year for service-based projects
- Be completed within one (1) year of executing grant agreement
- Meet all City insurance requirements, polices and codes
- Applicants that have received a growSouth Neighborhood Challenge grant can apply on an annual basis, however, preference will be given to applicants that have not received a growSouth Neighborhood Challenge Grant in the past

Project Reimbursement:

- Service-based projects are reimbursement only
- Neighborhood Improvement Projects may be a reimbursement, or an internal inter-departmental transfer of funds, if a City department is involved with the installation or construction aspect of the project.

Unallowable Use of Funding include:

Neighborhood groups are not allowed to use funds for the following activities:

- Individual maintenance projects required by City code
- Operating/Administration expenses
- Projects that conflict with City insurance requirements, policies, or codes
- Expenditures incurred or financial commitment made prior to signing grant agreement
- Travel or transportation expenses
- Make payment to individuals other than those who provide their professional services to the project

EXHIBIT B

EXHIBIT A

171435

AMENDED PROGRAM STATEMENT growSouth NEIGHBORHOOD CHALLENGE GRANT

Program Review Criteria:

The application will be reviewed on a 200-point scale using a rubric based on criteria to include:

- Application Qualifications 60 points / 30%
- Project Description 70 points / 35%
- Project Timeline 20 points/ 10%
- Budget 30 points/ 15%
- Neighborhood Participation 20 points/ 10%



Agenda Information Sheet

File #: 18-754

Item #: 14.

STRATEGIC PRIORITY: Quality of Life

AGENDA DATE: September 26, 2018

COUNCIL DISTRICT(S): All

DEPARTMENT: Library

EXECUTIVE: Joey Zapata

SUBJECT

Authorize the **(1)** acceptance of a grant from the Institute of Museum and Library Service through the Texas State Library and Archives Commission (TSLAC) for the SFY 2019 Special Projects Grant Program (Grant No. SPP-19004/Federal ID No. LS-00-17-0044-18, CFDA No. 45.310) to create new advanced English as a Second Language (ESL) courses in the amount of \$75,000.00 for the period September 1, 2018 through August 31, 2019; **(2)** establishment of appropriations in an amount not to exceed \$75,000.00 in the SFY 2019 TSLAC-Special Projects Grant-ESL 18-19 Fund; **(3)** receipt and deposit of grant funds for reimbursement from the Texas State Library and Archives Commission in an amount not to exceed \$75,000.00 in the SFY 2019 TSLAC-Special Projects Grant-ESL 18-19 Fund; and **(4)** execution of the grant agreement and all terms, conditions, and documents required by the grant agreement - Total not to exceed \$75,000.00 - Financing: Texas State Library and Archives Commission Grant Funds

BACKGROUND

Texas State Library and Archives Commission (TSLAC) awards competitive grants to libraries and regional library systems across the state to support literacy and educational initiatives. The Dallas Public Library is the recipient of one such grant from TSLAC.

The 2018 TSLAC Special Projects Grant, in the amount of \$75,000.00, will provide support for a new suite of English language learning classes. The collaborative project between the Dallas Public Library, Dollar General, and the Friends of the Dallas Public Library will create new advanced English as a Second Language (ESL) courses that will supplement the library's current general ESL classes. These Applied ESL classes will focus on subjects applicable to the community and workplace such as customer service, school enrollment, doctor visits, and interviewing. This grant will support one full-time and one part-time instructor position who will develop course curriculum and teach courses at library locations.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 28, 2016, City Council authorized the acceptance of the TSLAC-Special Projects Grant by Resolution No. 16-1571.

On September 27, 2017, City Council authorized the acceptance of the TSLAC-Special Projects Grant by Resolution No. 17-1543.

Information about this item will be provided to the Quality of Life, Arts & Culture Committee on September 24, 2018.

FISCAL INFORMATION

Texas State Library and Archives Commission Grant Funds - \$75,000.00

September 26, 2018

WHEREAS, the Texas State Library has awarded the City of Dallas, Dallas Public Library, funds to enhance community engagement and child literacy efforts, including the Special Projects Grant to support staff salaries for the Library's Applied English as a Second Language (ESL) classes; and

WHEREAS, the Applied ESL classes will focus on subjects applicable to the community and workplace such as customer service, school enrollment, doctor visits, and interviewing; and

WHEREAS, on September 28, 2016, City Council authorized the acceptance of the TSLAC-Special Projects Grant by Resolution No. 16-1571; and

WHEREAS, on September 27, 2017, City Council authorized the acceptance of the TSLAC-Special Projects Grant by Resolution No. 17-1543; and

WHEREAS, it is recommended that the City Manager be authorized to accept this grant fund, in an amount not to exceed \$75,000.00.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to accept a grant from the Institute of Museum and Library Service through the Texas State Library and Archives Commission for the SFY 2019 Special Projects Grant Program (Grant No. SPP-19004/Federal ID No. LS-00-17-0044-18, CFDA No. 45.310) in the amount of \$75,000.00 for the period September 1, 2018 through August 31, 2019; and sign the grant agreement and all terms, conditions, and documents required by the grant agreement, approved as to form by the City Attorney.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$75,000.00 in the SFY 2019 Special Projects Grant Fund-ESL 18-19 Fund, Fund F562, Department LIB, Unit 3711, various Object Codes, according to the attached Schedule.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit grant funds in an amount not to exceed \$75,000.00 into the SFY 2019 Special Projects Grant Fund-ESL 18-19 Fund, Fund F562, Department LIB, Unit 3711, Revenue Code 6506.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$75,000.00 from the SFY 2019 Special Projects Grant Fund-ESL 18-19 Fund, Fund F562, Department LIB, Unit 3711, various Object Codes, according to the attached Schedule.

September 26, 2018

SECTION 5. That the City Manager is hereby authorized to reimburse to 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 granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 7. That this contract is designated as Contract No. LIB-2018-00007632.

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

Schedule
FY 2019 Special Projects Grant
Fund F562, Department LIB, Unit 3711

Object Code	Description	Amount
1101	Salary	51,367
1301	Pension	7,397
1303	Life Insurance	36
1304	Health Insurance	10,791
1306	FICA	745
1309	Wellness	41
3851	Pension Bond Debt Service	4,623
Total		75,000