

**JUNE 10, 2015 CITY COUNCIL AGENDA
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated June 10, 2015. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



A.C. Gonzalez
City Manager

5.29.15

Date



Jeanne Chipperfield
Chief Financial Officer

5/29/2015

Date

RECEIVED

2015 MAY 29 PM 4:34

CITY CLERK
DALLAS, TEXAS



COUNCIL AGENDA

June 10, 2015

Date

(For General Information and Rules of Courtesy, Please See Opposite Side.)
(La Información General Y Reglas De Cortesía Que Deben Observarse
Durante Las Asambleas Del Consejo Municipal Aparecen En El Lado Opuesto, Favor De Leerlas.)

General Information

The Dallas City Council regularly meets on Wednesdays beginning at 9:00 a.m. in the Council Chambers, 6th floor, City Hall, 1500 Marilla. Council agenda meetings are broadcast live on WRR-FM radio (101.1 FM) and on Time Warner City Cable Channel 16. Briefing meetings are held the first and third Wednesdays of each month. Council agenda (voting) meetings are held on the second and fourth Wednesdays. Anyone wishing to speak at a meeting should sign up with the City Secretary's Office by calling (214) 670-3738 by 5:00 p.m. of the last regular business day preceding the meeting. Citizens can find out the name of their representative and their voting district by calling the City Secretary's Office.

Sign interpreters are available upon request with a 48-hour advance notice by calling (214) 670-5208 V/TDD. The City of Dallas is committed to compliance with the Americans with Disabilities Act.

The Council agenda is available in alternative formats upon request.

If you have any questions about this agenda or comments or complaints about city services, call 311.

Rules of Courtesy

City Council meetings bring together citizens of many varied interests and ideas. To insure fairness and orderly meetings, the Council has adopted rules of courtesy which apply to all members of the Council, administrative staff, news media, citizens and visitors. These procedures provide:

- That no one shall delay or interrupt the proceedings, or refuse to obey the orders of the presiding officer.
- All persons should refrain from private conversation, eating, drinking and smoking while in the Council Chamber.
- Posters or placards must remain outside the Council Chamber.
- No cellular phones or audible beepers allowed in Council Chamber while City Council is in session.

"Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer, and the person shall be barred from further audience before the City Council during that session of the City Council. If the presiding officer fails to act, any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council shall require the presiding officer to act." Section 3.3(c) of the City Council Rules of Procedure.

Información General

El Ayuntamiento de la Ciudad de Dallas se reúne regularmente los miércoles en la Cámara del Ayuntamiento en el sexto piso de la Alcaldía, 1500 Marilla, a las 9 de la mañana. Las reuniones informativas se llevan a cabo el primer y tercer miércoles del mes. Estas audiencias se transmiten en vivo por la estación de radio WRR-FM 101.1 y por cablevisión en la estación *Time Warner City Cable* Canal 16. El Ayuntamiento Municipal se reúne el segundo y cuarto miércoles del mes para tratar asuntos presentados de manera oficial en la agenda para su aprobación. Toda persona que desee hablar durante la asamblea del Ayuntamiento, debe inscribirse llamando a la Secretaría Municipal al teléfono (214) 670-3738, antes de las 5:00 pm del último día hábil anterior a la reunión. Para enterarse del nombre de su representante en el Ayuntamiento Municipal y el distrito donde usted puede votar, favor de llamar a la Secretaría Municipal.

Intérpretes para personas con impedimentos auditivos están disponibles si lo solicita con 48 horas de anticipación llamando al (214) 670-5208 (aparato auditivo V/TDD). La Ciudad de Dallas está comprometida a cumplir con el decreto que protege a las personas con impedimentos, *Americans with Disabilities Act*. **La agenda del Ayuntamiento está disponible en formatos alternos si lo solicita.**

Si tiene preguntas sobre esta agenda, o si desea hacer comentarios o presentar quejas con respecto a servicios de la Ciudad, llame al 311.

Reglas de Cortesía

Las asambleas del Ayuntamiento Municipal reúnen a ciudadanos de diversos intereses e ideologías. Para asegurar la imparcialidad y el orden durante las asambleas, el Ayuntamiento ha adoptado ciertas reglas de cortesía que aplican a todos los miembros del Ayuntamiento, al personal administrativo, personal de los medios de comunicación, a los ciudadanos, y a visitantes. Estos reglamentos establecen lo siguiente:

- Ninguna persona retrasará o interrumpirá los procedimientos, o se negará a obedecer las órdenes del oficial que preside la asamblea.
- Todas las personas deben abstenerse de entablar conversaciones, comer, beber y fumar dentro de la cámara del Ayuntamiento.
- Anuncios y pancartas deben permanecer fuera de la cámara del Ayuntamiento.
- No se permite usar teléfonos celulares o enlaces electrónicos (*paggers*) audibles en la cámara del Ayuntamiento durante audiencias del Ayuntamiento Municipal.

"Los ciudadanos y visitantes presentes durante las asambleas del Ayuntamiento Municipal deben obedecer las mismas reglas de comportamiento, decoro y buena conducta que se aplican a los miembros del Ayuntamiento Municipal. Cualquier persona que haga comentarios impertinentes, utilice vocabulario obsceno o difamatorio, o que al dirigirse al Ayuntamiento lo haga en forma escandalosa, o si causa disturbio durante la asamblea del Ayuntamiento Municipal, será expulsada de la cámara si el oficial que esté presidiendo la asamblea así lo ordena. Además, se le prohibirá continuar participando en la audiencia ante el Ayuntamiento Municipal. Si el oficial que preside la asamblea no toma acción, cualquier otro miembro del Ayuntamiento Municipal puede tomar medidas para hacer cumplir las reglas establecidas, y el voto afirmativo de la mayoría del Ayuntamiento Municipal precisará al oficial que esté presidiendo la sesión a tomar acción." Según la sección 3.3(c) de las reglas de procedimientos del Ayuntamiento.

**AGENDA
CITY COUNCIL MEETING
WEDNESDAY, JUNE 10, 2015
ORDER OF BUSINESS**

Agenda items for which individuals have registered to speak will be considered no earlier than the time indicated below:

9:00 a.m. **INVOCATION AND PLEDGE OF ALLEGIANCE**

OPEN MICROPHONE

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 22

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 23 - 38

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 39 - 64

NOTE: A revised order of business may be posted prior to the date of the council meeting if necessary.

AGENDA
CITY COUNCIL MEETING
JUNE 10, 2015
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.

Invocation and Pledge of Allegiance (Council Chambers)

Agenda Item/Open Microphone Speakers

VOTING AGENDA

1. Approval of Minutes of the May 27, 2015 City Council Meeting

CONSENT AGENDA

Business Development & Procurement Services

2. Authorize a three-year service contract for electric motor repair services - Evans Enterprises, Inc., lowest responsible bidder of three - Not to exceed \$3,370,854 - Financing: Current Funds (\$160,804), Water Utilities Current Funds (\$3,124,550) and Aviation Current Funds (\$85,500) (subject to annual appropriations)
3. Authorize a five-year service contract, with three one-year renewal options, for maintenance and support of a large scale hazardous containment system for Aviation - CP&Y, Inc., only proposer - Not to exceed \$1,356,216 - Financing: Aviation Current Funds (subject to annual appropriations)
4. Authorize a five-year professional services contract for audit of the City's financial operations and grant activities - Grant Thornton, LLP, most advantageous proposer of five - Not to exceed \$4,459,678 - Financing: Current Funds (subject to annual appropriations)

CONSENT AGENDA (Continued)**Business Development & Procurement Services (Continued)**

5. Authorize **(1)** the rejection of bids received for scale repair and maintenance for various City weigh stations; and **(2)** the re-advertisement for new bids - Financing: No cost consideration to the City
6. Authorize an increase to the master agreement for industrial equipment, tools and supplies with Simba Industries in the amount of \$366,241, from \$1,464,965 to \$1,831,206, SID Tool Co., Inc. dba MSC Industrial Supply Co. in the amount of \$356,257, from \$1,425,028 to \$1,781,285, Colonial Hardware Corporation in the amount of \$158,208, from \$632,835 to \$791,043, Fort Worth Bolt & Tool Co. in the amount of \$126,387, from \$505,550 to \$631,937, Midway Auto Supply Co. in the amount of \$68,513, from \$274,053 to \$342,566, Big D Supply & Tool Center in the amount of \$40,461, from \$161,845 to \$202,306, McGee Company in the amount of \$21,275, from \$85,100 to \$106,375, Joe Jeter Sales in the amount of \$19,197, from \$76,790 to \$95,987, Tom Loftus, Inc. dba Austin Turf & Tractor in the amount of \$16,117, from \$64,470 to \$80,587, Richardson Saw & Lawnmower in the amount of \$15,875, from \$63,500 to \$79,375, Fastenal Co. in the amount of \$1,575, from \$6,300 to \$7,875 and Evco Partners LP dba Burgoon Company in the amount of \$1,250, from \$5,000 to \$6,250 - Total not to exceed \$1,191,356, from \$4,765,436 to \$5,956,792 - Financing: Current Funds (\$609,585), Water Utilities Current Funds (\$488,394), Aviation Current Funds (\$56,041) and Stormwater Drainage Management Current Funds (\$37,336)
7. Authorize **(1)** supplemental agreement no. 4 to increase the contract for additional Microsoft software licenses in the amount of \$683,147, from \$6,852,945 to \$7,536,092; and **(2)** the renewal of a five-year enterprise agreement for Microsoft software and services in the amount of \$16,788,927 - SHI Government Solutions, Inc., through the State of Texas Department of Information Resources - Total not to exceed \$17,472,074 - Financing: Current Funds (subject to annual appropriations)

City Controller's Office

8. Authorize the approval, for purposes of the Internal Revenue Code, of the project located in the City of Dallas benefitting The Dallas Arboretum & Botanical Society, Inc., to be financed by the issuance of tax exempt revenue bonds by the Red River Cultural Education Facilities Finance Corporation in an amount not to exceed \$35,000,000 - Financing: No cost consideration to the City
9. A resolution authorizing: **(1)** the issuance and sale of Love Field Airport Modernization Corporation General Airport Revenue Bonds, Series 2015; in an aggregate principal amount not to exceed \$130,000,000 ("2015 Aviation Revenue Bonds"); and **(2)** enacting other provisions in connection therewith - Financing: No cost consideration to the City

CONSENT AGENDA (Continued)**Housing/Community Services**

10. Authorize the first of two twelve-month renewal options to the Memorandum of Understanding (MOU) between the City of Dallas and HHF Eban Village I & II, LLC herein referred to as Eban Village to provide project-based affordable housing to the Gateway to Permanent Supportive Housing Program for the term June 1, 2015 through September 30, 2016 - Financing: No cost consideration to the City
11. Authorize an amendment to Resolution No. 15-0272, previously approved on February 11, 2015, with the Department of State Health Services, Office of Title V and Family Health, Division for Family and Community Health Services and the City of Dallas Women, Infants and Children Program for the development and implementation of a Lactation Resource and Training Center Strategic Expansion Program to revise the contract to April 1, 2015 through August 31, 2016; and revise Schedule A - Financing: This action has no additional cost consideration to the City

Office of Cultural Affairs

12. Authorize a contract with the Museum of African American Life and Culture for services provided to the City through the Cultural Services Contracts Program for the period October 1, 2014 through September 30, 2015 - Not to exceed \$110,418 - Financing: Current Funds

Office of Financial Services

13. Authorize **(1)** final adoption of the FY 2015-16 HUD Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds in an estimated amount of \$24,261,552 for the following programs and estimated amounts: **(a)** Community Development Block Grant in the amount of \$13,457,745; **(b)** HOME Investment Partnerships Program in the amount of \$3,956,627; **(c)** Emergency Solutions Grant in the amount of \$1,209,806; and **(d)** Housing Opportunities for Persons with AIDS in the amount of \$5,637,374; and **(2)** adoption of the FY 2014-15 Reprogramming Budget in the amount of \$1,410,006 - Financing: No cost consideration to the City

Office of Management Services

14. Authorize **(1)** an application for and acceptance of the FY2015 Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice to be used for a broad range of activities to help control and prevent crime, and to improve the criminal justice system for the period October 1, 2014 through September 30, 2018; **(2)** execution of the Fiscal Agency and Funds Sharing Agreement between the City of Dallas, Dallas County and eligible units of local government; and **(3)** execution of the grant agreement - Not to exceed \$834,930 - Financing: U.S. Department of Justice Grant Funds

CONSENT AGENDA (Continued)**Police**

15. Authorize an amendment to the Memorandum of Understanding (MOU) with the Dallas Children's Advocacy Center to establish general guidelines for agencies involved in the investigation of physical or sexual child abuse - Financing: No cost consideration to the City

Public Works Department

16. Authorize Supplemental Agreement No. 2 to the professional services contract with Freese and Nichols, Inc. for additional engineering services for revisions to stormwater alignments and adjustments to a water line for the South Lamar Street, from Interstate 45 to Emery Street project - Not to exceed \$106,200, from \$790,243 to \$896,443 - Financing: 2012 Bond Funds (\$88,644) and Water Utilities Capital Improvement Funds (\$17,556)

Sanitation Services

17. Authorize **(1)** Supplemental Agreement No. 2 to the contract with Biggs & Mathews Environmental, Inc. to exercise the first of three, twelve-month renewal options to the professional engineering contract for hydrogeology and groundwater monitoring at McCommas Bluff landfill, Northeast Transfer Station, Northwest Transfer Station and Southwest Transfer Station and waste cell design and construction oversight at McCommas Bluff Landfill; **(2)** an amendment to the estimated annual scope of services to revise the schedule for the waste cell construction originally scheduled for year four to year three in the amount of \$577,790; and **(3)** an increase in appropriations in the amount of \$427,122, from \$9,010,338 to \$9,437,460 in the Sanitation Capital Improvement Funds - Total not to exceed \$577,790, from \$417,640 to \$995,430 - Financing: Current Funds (\$150,668) and Sanitation Capital Improvement Funds (\$427,122) (subject to annual appropriations)

Street Services

18. Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation (TxDOT) to provide reimbursement of material and labor costs for traffic signal improvements at the intersection of U.S. Highway 175 and S. M. Wright Freeway; and **(2)** the establishment of appropriations in the amount of \$23,712 in the Texas Department of Transportation Grant Fund - Not to exceed \$23,712 - Financing: Texas Department of Transportation Grant Funds
19. Authorize **(1)** an amendment to the Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation for the design, testing, and implementation of new communication technologies at various citywide locations; **(2)** an increase in appropriations in the amount of \$425,600 in the Texas Department of Transportation Grant Fund; and **(3)** an increase in a required local match in the amount of \$106,400 - Total not to exceed \$532,000, from \$2,500,000 to \$3,032,000 - Financing: Texas Department of Transportation Grant Funds (\$425,600) and 2006 Bond Funds (\$106,400)

CONSENT AGENDA (Continued)**Sustainable Development and Construction**

20. An ordinance granting a revocable license to CH Realty VI/R Dallas Preston Ctr, L.P., for the use of approximately 2,852 square feet of surface and aerial space to install and maintain a pedestrian skybridge and four support columns on and over a portion of Westchester Drive right-of-way located near its intersection with Berkshire Lane - Revenue: \$23,636 annually, plus the one-time \$20 ordinance publication fee
21. An ordinance abandoning a portion of a water main easement to Commodore Partners, Ltd., the abutting owner, containing approximately 4,050 square feet of land, located near the intersection of North Central Expressway and Meadow Road - Revenue: \$5,400, plus the \$20 ordinance publication fee
22. An ordinance abandoning a portion of a sanitary sewer easement to Royal Oaks Country Club, Inc., the abutting owner, containing approximately 3,881 square feet of land, located near the intersection of Greenville Avenue and Meadow Road - Revenue: \$5,400, plus the \$20 ordinance publication fee

ITEMS FOR INDIVIDUAL CONSIDERATION**City Secretary's Office**

23. Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)

Business Development & Procurement Services

24. Authorize **(1)** a three-year master agreement for the purchase of fitness and exercise equipment for use throughout the City - Comm-Fit LP in the amount of \$1,418,400 or \$1,368,400 **(Tie Bid - Line 14)**, Team Marathon Fitness, Inc. dba Marathon Fitness in the amount of \$323,000, Fitcorp USA, Inc. dba Busy Body, Fitness HQ in the amount of \$257,250 and Fit Supply, LLC in the amount of \$50,000 or \$0 **(Tie Bid - Line 14)**, lowest responsible bidders of four; and **(2)** a three-year master agreement for the purchase of fitness and exercise equipment for use throughout the City - Life Fitness, a division of Brunswick Corporation in the amount of \$555,000, through the Texas Multiple Award Schedule - Total not to exceed \$2,553,650 - Financing: Current Funds (\$1,546,900), Fitness Center Funds (\$945,000), Texas Higher Education Coordinating Board Funds (\$60,000) and Water Utilities Current Funds (\$1,750)

Trinity Watershed Management

25. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from State Fair of Texas, Inc., of a subsurface easement under approximately 6,961 square feet of land located near the intersection of Washington Avenue and Herndon Drive for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project - Not to exceed \$3,392 (\$1,392 plus closing costs and title expenses not to exceed \$2,000) - Financing: General Obligation Commercial Paper Funds

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)**Trinity Watershed Management** (Continued)

26. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from State Fair of Texas, Inc., of a subsurface easement under approximately 20,480 square feet of land located between Fitzhugh Avenue and Foreman Street for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project - Not to exceed \$6,096 (\$4,096 plus closing costs and title expenses not to exceed \$2,000) - Financing: General Obligation Commercial Paper Funds
27. Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from State Fair of Texas, Inc., of a subsurface easement under approximately 59,746 square feet of land located near the intersection of Fitzhugh Avenue and Gaisford Street for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project - Not to exceed \$13,949 (\$11,949 plus closing costs and title expenses not to exceed \$2,000) - Financing: General Obligation Commercial Paper Funds

ITEMS FOR FURTHER CONSIDERATION**Sustainable Development and Construction**

28. Authorize the first amendment to the Option Contract with LCS Land Partners II, Ltd. previously approved by Resolution No. 97-3998 on December 10, 1997 for a tract of land located near the intersection of Akard and Payne Streets to **(1)** change the effective date of the Option Period to the passage of this amendment; and **(2)** change the Purchase Price to \$655,000 - Financing: No cost consideration to the City

DESIGNATED PUBLIC SUBSIDY MATTERS**Economic Development****Neighborhood Empowerment Zone and
Real Property Tax Abatement Authorization**

Note: Item Nos. 29 and 30
must be considered collectively.

29. * A resolution designating the approximately 10.75 acres of property located at 4895 Mountain Creek Parkway in Dallas, Texas as City of Dallas Neighborhood Empowerment Zone No. 3 ("City of Dallas NEZ No. 3"), pursuant to Chapter 378 of the Local Government Code to promote an increase in economic development in the zone, establishing the boundaries of the Neighborhood Empowerment Zone and providing for an effective date - Financing: No cost consideration to the City

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

DESIGNATED PUBLIC SUBSIDY MATTERS (Continued)

Economic Development (Continued)**Neighborhood Empowerment Zone and
Real Property Tax Abatement Authorization****Note:** Item Nos. 29 and 30
must be considered collectively.

30. * Authorize a real property tax abatement agreement with TC MT. CREEK DEVELOPMENT PARTNERS, LP, a Texas limited partnership, for the purpose of granting an eight year tax abatement of 75 percent of the taxes on added value to the real property for a speculative warehouse development consisting of approximately 192,000 square feet located on approximately 10.74 acres at the Northwest corner of Mountain Creek Parkway and Interstate 20 in Dallas, Texas, within City of Dallas NEZ No. 3, pursuant to Chapter 378 of the Local Government Code and in accordance with the City's Public/Private Partnership Guidelines and Criteria - Revenue: First year revenue estimated at \$15,940; eight-year revenue estimated at \$127,520 (Estimated revenue foregone for eight-year real property tax abatement estimated at \$382,560)

**Extension of Public Parking Lease Agreement
at DalPark Garage****Note:** Item Nos. 31 and 32
must be considered collectively.

31. * Authorize an extension to the Parking Agreement with DalPark Partners, Ltd, owner of the DalPark Garage, previously authorized by Resolution No. 03-1923 on June 25, 2003, and previously amended by Resolution No. 10-1352 on May 26, 2010, in Tax Increment Financing Reinvestment Zone Number Five (City Center TIF District) for the lease of 150 public parking spaces in the DalPark Garage for an additional five-year period commencing July 1, 2015 (pursuant to the Option Term previously authorized by Resolution No. 10-1352) in an amount not to exceed \$900,000 (not to exceed \$15,000 monthly) - Not to exceed \$900,000 - Financing: City Center TIF District Funds
32. * Authorize the receipt and deposit of all of the City's share of monthly parking revenues (estimated monthly average parking revenue of \$11,666) from DalPark Partners, Ltd during the additional five-year period commencing July 1, 2015 - Estimated Parking Revenue: \$700,000
33. Authorize an amendment to the development agreement with Billingsley LD, Ltd., for Cypress Waters Phase I to: **(1)** redirect approximately \$206,681 in savings from roadways to the temporary public safety building; **(2)** extend the deadlines for completion of the improvements and the execution of an operating and maintenance agreement for Phase I by seven months from December 31, 2014 to July 31, 2015; and **(3)** make minor design changes to the location of the private development and the final design of the public improvements - Financing: No cost consideration to the City

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

DESIGNATED PUBLIC SUBSIDY MATTERS (Continued)

Economic Development (Continued)

34. Authorize execution of a development agreement with Billingsley LD, Ltd., pursuant to an amendment to Resolution No. 12-2781, previously approved on November 14, 2012, for Cypress Waters Phase 2, to: **(1)** move Saintsbury Street construction and utility construction from Phase 2c to Phase 2a; **(2)** extend various project deadlines; **(3)** clarify that the developer will be eligible for reimbursement of each phase upon completion of, and fulfillment of all requirements for each phase; and **(4)** make minor design changes to the final design of the public improvements - Financing: No cost consideration to the City
35. Authorize various amendments to the development agreement with PetroCorrigan Towers, LP, for the redevelopment of the Tower Petroleum (1907 Elm Street) and Corrigan Tower (1900 Pacific Avenue) buildings located in Tax Increment Financing Reinvestment Zone Eleven (Downtown Connection TIF District) to: **(1)** increase TIF incentives by \$9,700,000 from \$10,300,000 to an amount not exceed \$20,000,000, of which \$19,500,000 is in the form of an Economic Development TIF Grant, in consideration of an increase in private investment; **(2)** separate the project into two phases; **(3)** change the use of the buildings from residential to hotel, retail, and/or restaurant use in the Tower Petroleum building and commercial, retail, restaurant and/or residential uses in the Corrigan Tower building; and **(4)** amend project requirements and deadlines to reflect the change in project scope - Not to exceed \$9,700,000 - Financing: Downtown Connection TIF District Funds

Housing/Community Services

36. Authorize a housing development loan in an amount not to exceed \$540,000 with Dallas Area Habitat for Humanity for construction of 18 affordable single family homes for the Joppa Neighborhood Project to be located on scattered sites in the Joppa Neighborhood area - Not to exceed \$540,000 - Financing: 2014-15 HOME Investment Partnership Program Grant Funds
37. Authorize a housing development loan in an amount not to exceed \$112,000 with Southfair Community Development Corporation, a certified Community Housing Development Organization, for construction of two affordable single family homes located at 2800 Park Row - Not to exceed \$112,000 - Financing: 2002-03 HOME Funds (\$60,000) and 2005-06 HOME Funds (\$52,000)
38. Authorize a housing development loan in an amount not to exceed \$320,000 with South Dallas Fair Park/Innercity Community Development Corporation, a certified Community Housing Development Organization, for construction of five affordable single family homes located on scattered sites in the Fair Park area - Not to exceed \$320,000 - Financing: 2005-06 HOME Funds

PUBLIC HEARINGS AND RELATED ACTIONS**Sustainable Development and Construction**ZONING CASES - CONSENT

39. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 456 along the south line of Forest Lane, the north line of Stults Road, west of Shepherd Road
Recommendation of Staff and CPC: Approval, subject to a conceptual plan, development plan for Subareas A and B, development plan for Subarea C, Phase I, and conditions
Z145-166(WE)
40. A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District and a resolution accepting the deed restrictions volunteered by the applicant on property zoned a CR Community Retail District southeast of Cayuga Drive, northeast of Naylor Street, and north of Peavy Road
Recommendation of Staff and CPC: Approval with deed restrictions volunteered by the applicant
Z145-177(SM)
41. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1881 for a late-hours establishment limited to a restaurant without drive-in or drive-through service on property zoned Planned Development District No. 842, on the northwest corner of Bell Avenue and Greenville Avenue
Recommendation of Staff and CPC: Approval for a four-year period, subject to conditions
Z145-189(AF)
42. A public hearing to receive comments regarding an application for and an ordinance granting an NO(A) Neighborhood Office District on property zoned an R-7.5(A) Single Family District, at the southeast corner of West 10th Street and South Marlborough Avenue
Recommendation of Staff and CPC: Approval
Z145-197(AF)
43. A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1785 for an alcoholic beverage establishment limited to a bar, lounge, or tavern on property zoned Planned Development District No. 85 on the east corner of Greenville Avenue and Pineland Drive
Recommendation of Staff and CPC: Approval for a three-year period with eligibility for automatic renewal for one additional three-year period, subject to conditions
Z145-198(CG)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)**Sustainable Development and Construction (Continued)**ZONING CASES - CONSENT (Continued)

44. A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an R-7.5(A) Single Family District south of Lake June Road, east of North Jim Miller Road
Recommendation of Staff and CPC: Approval
Z145-201(SM)
45. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for an alcoholic beverage establishment limited to a bar, lounge, or tavern on property zoned Tract A of Planned Development District No. 269, the Deep Ellum/Near East Side District on the northeast corner of Elm Street and North Good Latimer Expressway
Recommendation of Staff and CPC: Approval for a two-year period, subject to a site plan and conditions
Z145-207(CG)
46. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Form District and an ordinance granting the repeal of Shopfront Overlay No. 2 on property zoned a WMU-8 Walkable Mixed Use District on the west corner of Inwood Road and Brown Street
Recommendation of Staff and CPC: Approval, subject to a regulating plan
Z145-208(WE)

ZONING CASES - INDIVIDUAL

47. A public hearing to receive comments regarding an application for and an ordinance granting a D-1 Liquor Control Overlay and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned an RR Regional Retail District with a D Liquor Control Overlay on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway
Recommendation of Staff: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Recommendation of CPC: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period, subject to a site plan and conditions
Z145-200(AF)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)**Sustainable Development and Construction (Continued)**ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL

48. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a Pedestrian skybridge on property within the Tract 3 portion of Planned Development District No. 314, the Preston Center Special Purpose District, on both sides of Westchester Drive, south of Berkshire Lane
Recommendation of Staff: Approval for a forty-year period, subject to a site plan and conditions
Recommendation of CPC: Approval for a fifteen-year period, subject to a site plan and conditions
Z134-341(RB)
Note: This item was considered by the City Council at a public hearing on May 27, 2015, and was taken under advisement until June 10, 2015, with the public hearing open
49. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a mini-warehouse use on property zoned an MU-3(SAH) Mixed Use Affordable District with deed restrictions on the northwest corner of Southern Boulevard and Noel Road
Recommendation of Staff and CPC: Approval for a ten-year period, subject to a site plan, landscape plan, elevations plan and conditions
Z145-152(OTH)
Note: This item was considered by the City Council at public hearings on May 13, 2015, and May 27, 2015, and was taken under advisement until June 10, 2015, with the public hearing open

DESIGNATED ZONING CASES - INDIVIDUAL

50. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for certain CS Commercial Service District Uses and a Mini-warehouse use and a resolution granting the termination of deed restrictions on property zoned a CS Commercial Service District on the north line of East University Boulevard, east of North Central Expressway
Recommendation of Staff: Denial
Recommendation of CPC: Approval, subject to a development plan and conditions; and approval of the termination of deed restrictions
Z134-319(RB)
51. A public hearing to receive comments regarding an application for and an ordinance granting an IM Industrial Manufacturing District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an IR Industrial Research District on the north side of West Commerce Street, east of North Westmoreland Road
Recommendation of Staff: Denial
Recommendation of CPC: Approval with deed restrictions volunteered by the applicant
Z145-115(OTH)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)

MISCELLANEOUS HEARINGS

Office of Environmental Quality

52. A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by Jon C. Loshinsky located near the intersection of Viscount Row and Monetary Drive and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation to Deluxe Corporation and Standard Controls, Inc. by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City
Recommendation of Staff: Approval
53. A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by LMI Park Central, LLC and LMI Park Central Two, LLC located near the intersection of Coit Road and Churchill Way and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation to LMI Park Central, LLC by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City
Recommendation of Staff: Approval

MISCELLANEOUS HEARINGS - DESIGNATED PUBLIC SUBSIDY MATTERS

Economic Development**Farmers Market TIF District**

Note: Item Nos. 54 and 55
must be considered collectively.

54. * A public hearing to receive comments on amendments to Tax Increment Financing Reinvestment Zone Number Zone Number Six (the Farmers Market TIF District) to: **(1)** increase the geographic area of the Farmers Market TIF District to include property located on the east side of Harwood Street, south of Canton Street (approximately 13,057 square feet); **(2)** adjust TIF Budget to reflect an increase in TIF collections (current dollars) from \$33,955,605 to \$48,398,724 (with no increase in NPV, \$19,238,514); and **(3)** other related modifications - Financing: No cost consideration to the City
55. * An ordinance amending Ordinance No. 23521, previously approved on May 27, 1998, Ordinance No. 24001, previously approved on August 25, 1999, Ordinance No. 25298, previously approved on June 25, 2003, and Ordinance No. 28951, previously approved on March 27, 2013, to reflect these amendments - Financing: No cost consideration to the City

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)

MISCELLANEOUS HEARINGS - DESIGNATED PUBLIC SUBSIDY MATTERS (Continued)

Economic Development (Continued)**Master Agreement with DFM Developer, Ltd.**

Note: Item Nos. 56 and 57
must be considered collectively.

56. * Authorize an amendment to the Master Agreement with DFM Developer, Ltd., to extend project deadlines related to the development of an approximately 12 acre site located southeast of the intersection of Harwood Street and Marilla Street known as Dallas Farmers Market, previously approved on February 27, 2013, by Resolution No. 13-0447 - Financing: No cost consideration to the City
57. * Authorize additional amendments to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase I project, previously approved on June 26, 2013, by Resolution Nos. 13-1156 and 13-1157 and amended on June 25, 2014, by Resolution No. 14-0994, to: **(a)** remove the purchase of the public market parking/air rights requirement from Farmers Market Redevelopment, Phase I development agreement; and **(b)** include Atmos gas pipeline installation and environmental/demolition as an eligible budget category with no increase in the TIF funding - Financing: No cost consideration to the City
58. Authorize an amendment to the development agreement with DF Market 2, LLC, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Shed 2 project, previously approved on December 11, 2013, by Resolution Nos. 13-2098 and 13-2099, to extend project deadlines - Financing: No cost consideration to the City
59. Authorize an amendment to the development agreement with Taylor Street 2111, LP, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, 2101 and 2111 Taylor Street project, previously approved on December 11, 2013, by Resolution Nos. 13-2102 and 13-2103, to extend project deadlines - Financing: No cost consideration to the City
60. Authorize an amendment to the development agreement with FM Futsal, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Futsal project, previously approved on December 11, 2013, by Resolution Nos. 13-2104 and 13-2105, to extend project deadlines - Financing: No cost consideration to the City

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)

MISCELLANEOUS HEARINGS - DESIGNATED PUBLIC SUBSIDY MATTERS (Continued)

Economic Development (Continued)

61. Authorize an amendment to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Harvest Lofts Mixed Use project, previously approved on December 11, 2013, by Resolution Nos. 13-2100 and 13-2101, to: **(1)** extend project deadlines; **(2)** increase the TIF funding from \$8,536,486 to \$13,704,350 (an increase of \$5,167,864) to offset the cost of public parking garage and additional streetscape improvements; and **(3)** amend the TIF budget and include public parking garage as an eligible budget category - Not to exceed \$5,167,864 - Financing: Farmers Market TIF District Funds (subject to future appropriations)
62. Authorize a purchase and sale agreement with FM City Park, LLC for: **(1)** the purchase of an air rights parcel which is part of the Harvest Development Land in an amount not to exceed \$439,530; and **(2)** the purchase of a completed public parking structure (300 public parking spaces), to be constructed by FM City Park, LLC in accordance with the City approved plans and set specifications in an amount not exceed \$7,710,005, total amount for both purchases not to exceed \$8,149,535 - Financing: Farmers Market Area Infrastructure Funds (\$1,153,571), 2006 Bond Funds (\$1,658,089), Public Private Partnership Funds (\$670,000), Farmers Market TIF Funds (\$4,667,875) (subject to appropriations)
63. A public hearing to receive comments on amendments to Cypress Waters TIF District (the "District") to: **(1)** modify the boundaries; **(2)** adjust the base year value of the District; **(3)** decrease the District's total budget from \$65,698,683 NPV (approximately \$160,115,818 total dollars) to \$25,779,665 (approximately \$49,465,852 total dollars), a decrease of \$39,919,018 NPV (approximately \$110,649,966 total dollars) to reflect the early termination of the District after repayment of Phase I, II, DWU/Irving water/wastewater obligations, and funding of the public safety building; **(4)** correct the infrastructure/utility improvements category consistent with changes to state law to allow TIF funding to be used for infrastructure constructed outside the boundary if it benefits the District; **(5)** make corresponding modifications to the Cypress Waters TIF District boundary, budget, and Project and Reinvestment Zone Financing Plans; and **(6)** at the close of the public hearing, consideration of an ordinance amending Ordinance Nos. 28074 and 28224, previously approved on December 8, 2010 and June 8, 2011, to reflect these amendments - Financing: No cost consideration to the City

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)

MISCELLANEOUS HEARINGS - UNDER ADVISEMENT

Sustainable Development and Construction

64. A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, Henry W. Longfellow Career Exploration Academy as required by Section 6-4 of the Dallas City Code to allow a wine and beer retailer's off-premise permit pursuant to Chapter 26 of the Texas Alcoholic Beverage Code for a general merchandise or food store with 10,000 square feet or more floor area [L&B Depp Inwood Village, dba CVS Pharmacy #7412] on the southeast corner of West Lovers Lane and Inwood Road, north of Boaz Street - AV145-004 - Financing: No cost consideration to the City

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

1. Contemplated or pending litigation, or matters where legal advice is requested of the City Attorney. Section 551.071 of the Texas Open Meetings Act.
2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.072 of the Texas Open Meetings Act.
3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.073 of the Texas Open Meetings Act.
4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Section 551.074 of the Texas Open Meetings Act.
5. The deployment, or specific occasions for implementation of security personnel or devices. Section 551.076 of the Texas Open Meetings Act.
6. Deliberations regarding Economic Development negotiations. Section 551.087 of the Texas Open Meetings Act.

AGENDA DATE June 10, 2015

ITEM	OK	IND	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1			All	V	NA	NA	NA	NA	Approval of Minutes of May 27, 2015 City Council Meeting
2			All	C	PBD, AVI, EBS, PKR, WTR	\$3,370,854.00	0.00%	0.00%	Authorize a three-year service contract for electric motor repair services - Evans Enterprises, Inc., lowest responsible bidder of three - Not to exceed \$3,370,854 - Financing: Current Funds (\$160,804), Water Utilities Current Funds (\$3,124,550) and Aviation Current Funds (\$85,500) (subject to annual appropriations)
3			2, 3	C	PBD, AVI	\$1,356,215.70	70.14%	88.50%	Authorize a five-year service contract, with three one-year renewal options, for maintenance and support of a large scale hazardous containment system for Aviation - CP&Y, Inc., only proposer - Not to exceed \$1,356,216 - Financing: Aviation Current Funds (subject to annual appropriations)
4			N/A	C	PBD, CON	\$4,459,678.00	90.93%	36.30%	Authorize a five-year professional services contract for audit of the City's financial operations and grant activities - Grant Thornton, LLP, most advantageous proposer of five - Not to exceed \$4,459,678 - Financing: Current Funds (subject to annual appropriations)
5			All	C	PBD	NC	NA	NA	Authorize (1) the rejection of bids received for scale repair and maintenance for various City weigh stations; and (2) the re-advertisement for new bids - Financing: No cost consideration to the City
6			All	C	PBD, AVI, TWM, WTR	\$1,191,356.00	45.97%	31.68%	Authorize an increase to the master agreement for industrial equipment, tools and supplies with Simba Industries in the amount of \$366,241, from \$1,464,965 to \$1,831,206, SID Tool Co., Inc. dba MSC Industrial Supply Co. in the amount of \$356,257, from \$1,425,028 to \$1,781,285, Colonial Hardware Corporation in the amount of \$158,208, from \$632,835 to \$791,043, Fort Worth Bolt & Tool Co. in the amount of \$126,387, from \$505,550 to \$631,937, Midway Auto Supply Co. in the amount of \$68,513, from \$274,053 to \$342,566, Big D Supply & Tool Center in the amount of \$40,461, from \$161,845 to \$202,306, McGee Company in the amount of \$21,275, from \$85,100 to \$106,375, Joe Jeter Sales in the amount of \$19,197, from \$76,790 to \$95,987, Tom Loftus, Inc. dba Austin Turf & Tractor in the amount of \$16,117, from \$64,470 to \$80,587, Richardson Saw & Lawnmower in the amount of \$15,875, from \$63,500 to \$79,375, Fastenal Co. in the amount of \$1,575, from \$6,300 to \$7,875 and Evco Partners LP dba Burgoon Company in the amount of \$1,250, from \$5,000 to \$6,250 - Total not to exceed \$1,191,356, from \$4,765,436 to \$5,956,792 - Financing: Current Funds (\$609,585), Water Utilities Current Funds (\$488,394), Aviation Current Funds (\$56,041) and Stormwater Drainage Management Current Funds (\$37,336)
7			All	C	PBD, CIS	\$17,472,073.50	NA	NA	Authorize (1) supplemental agreement no. 4 to increase the contract for additional Microsoft software licenses in the amount of \$683,147, from \$6,852,945 to \$7,536,092; and (2) the renewal of a five-year enterprise agreement for Microsoft software and services in the amount of \$16,788,927 - SHI Government Solutions, Inc., through the State of Texas Department of Information Resources - Total not to exceed \$17,472,074 - Financing: Current Funds (subject to annual appropriations)
8			9	C	CON	NC	NA	NA	Authorize the approval, for purposes of the Internal Revenue Code, of the project located in the City of Dallas benefitting The Dallas Arboretum & Botanical Society, Inc., to be financed by the issuance of tax exempt revenue bonds by the Red River Cultural Education Facilities Finance Corporation in an amount not to exceed \$35,000,000 - Financing: No cost consideration to the City
9			All	C	CON, AVI	NC	NA	NA	A resolution authorizing: (1) the issuance and sale of Love Field Airport Modernization Corporation General Airport Revenue Bonds, Series 2015; in an aggregate principal amount not to exceed \$130,000,000 ("2015 Aviation Revenue Bonds"); and (2) enacting other provisions in connection therewith - Financing: No cost consideration to the City
10			7	C	HOU	NC	NA	NA	Authorize the first of two twelve-month renewal options to the Memorandum of Understanding (MOU) between the City of Dallas and HHF Eban Village I & II, LLC herein referred to as Eban Village to provide project-based affordable housing to the Gateway to Permanent Supportive Housing Program for the term June 1, 2015 through September 30, 2016 - Financing: No cost consideration to the City
11			All	C	HOU	NC	NA	NA	Authorize an amendment to Resolution No. 15-0272, previously approved on February 11, 2015, with the Department of State Health Services, Office of Title V and Family Health, Division for Family and Community Health Services and the City of Dallas Women, Infants and Children Program for the development and implementation of a Lactation Resource and Training Center Strategic Expansion Program to revise the contract to April 1, 2015 through August 31, 2016; and revise Schedule A - Financing: This action has no additional cost consideration to the City

AGENDA DATE June 10, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
12			7	C	OCA	\$110,418.00	NA	NA	Authorize a contract with the Museum of African American Life and Culture for services provided to the City through the Cultural Services Contracts Program for the period October 1, 2014 through September 30, 2015 - Not to exceed \$110,418 - Financing: Current Funds
13			All	C	OFS	NC	NA	NA	Authorize (1) final adoption of the FY 2015-16 HUD Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds in an estimated amount of \$24,261,552 for the following programs and estimated amounts: (a) Community Development Block Grant in the amount of \$13,457,745; (b) HOME Investment Partnerships Program in the amount of \$3,956,627; (c) Emergency Solutions Grant in the amount of \$1,209,806; and (d) Housing Opportunities for Persons with AIDS in the amount of \$5,637,374; and (2) adoption of the FY 2014-15 Reprogramming Budget in the amount of \$1,410,006 - Financing: No cost consideration to the City
14			All	C	MGT, IGS	GT	NA	NA	Authorize (1) an application for and acceptance of the FY2015 Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice to be used for a broad range of activities to help control and prevent crime, and to improve the criminal justice system for the period October 1, 2014 through September 30, 2018; (2) execution of the Fiscal Agency and Funds Sharing Agreement between the City of Dallas, Dallas County and eligible units of local government; and (3) execution of the grant agreement - Not to exceed \$834,930 - Financing: U.S. Department of Justice Grant Funds
15			All	C	POL	NC	NA	NA	Authorize an amendment to the Memorandum of Understanding (MOU) with the Dallas Children's Advocacy Center to establish general guidelines for agencies involved in the investigation of physical or sexual child abuse - Financing: No cost consideration to the City
16			7	C	PBW, WTR	\$106,200.00	100.00%	32.05%	Authorize Supplemental Agreement No. 2 to the professional services contract with Freese and Nichols, Inc. for additional engineering services for revisions to stormwater alignments and adjustments to a water line for the South Lamar Street, from Interstate 45 to Emery Street project - Not to exceed \$106,200, from \$790,243 to \$896,443 - Financing: 2012 Bond Funds (\$88,644) and Water Utilities Capital Improvement Funds (\$17,556)
17			3, 6, 8, 13	C	SAN	\$577,790.00	24.23%	85.89%	Authorize (1) Supplemental Agreement No. 2 to the contract with Biggs & Mathews Environmental, Inc. to exercise the first of three, twelve-month renewal options to the professional engineering contract for hydrogeology and groundwater monitoring at McCommas Bluff landfill, Northeast Transfer Station, Northwest Transfer Station and Southwest Transfer Station and waste cell design and construction oversight at McCommas Bluff Landfill; (2) an amendment to the estimated annual scope of services to revise the schedule for the waste cell construction originally scheduled for year four to year three in the amount of \$577,790; and (3) an increase in appropriations in the amount of \$427,122, from \$9,010,338 to \$9,437,460 in the Sanitation Capital Improvement Funds - Total not to exceed \$577,790, from \$417,640 to \$995,430 - Financing: Current Funds (\$150,668) and Sanitation Capital Improvement Funds (\$427,122) (subject to annual appropriations)
18			7	C	STS	GT	NA	NA	Authorize (1) an Interlocal Agreement with the Texas Department of Transportation (TxDOT) to provide reimbursement of material and labor costs for traffic signal improvements at the intersection of U.S. Highway 175 and S. M. Wright Freeway; and (2) the establishment of appropriations in the amount of \$23,712 in the Texas Department of Transportation Grant Fund - Not to exceed \$23,712 - Financing: Texas Department of Transportation Grant Funds
19			All	C	STS	\$106,400.00	NA	NA	Authorize (1) an amendment to the Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation for the design, testing, and implementation of new communication technologies at various citywide locations; (2) an increase in appropriations in the amount of \$425,600 in the Texas Department of Transportation Grant Fund; and (3) an increase in a required local match in the amount of \$106,400 - Total not to exceed \$532,000, from \$2,500,000 to \$3,032,000 - Financing: Texas Department of Transportation Grant Funds (\$425,600) and 2006 Bond Funds (\$106,400)
20			13	C	DEV	REV \$23,636	NA	NA	An ordinance granting a revocable license to CH Realty VI/R Dallas Preston Ctr, L.P., for the use of approximately 2,852 square feet of surface and aerial space to install and maintain a pedestrian skybridge and four support columns on and over a portion of Westchester Drive right-of-way located near its intersection with Berkshire Lane - Revenue: \$23,636 annually, plus the one-time \$20 ordinance publication fee

AGENDA DATE June 10, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
21			13	C	DEV	REV \$5,400	NA	NA	An ordinance abandoning a portion of a water main easement to Commodore Partners, Ltd., the abutting owner, containing approximately 4,050 square feet of land, located near the intersection of North Central Expressway and Meadow Road - Revenue: \$5,400, plus the \$20 ordinance publication fee
22			13	C	DEV	REV \$5,400	NA	NA	An ordinance abandoning a portion of a sanitary sewer easement to Royal Oaks Country Club, Inc., the abutting owner, containing approximately 3,881 square feet of land, located near the intersection of Greenville Avenue and Meadow Road - Revenue: \$5,400, plus the \$20 ordinance publication fee
23			N/A	I	SEC	NC	N/A	N/A	Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)
24			All	I	PBD, WTR, CDS, EBS, FIR, PKR, POL, STS	\$2,553,650.00	83.84%	0.00%	Authorize (1) a three-year master agreement for the purchase of fitness and exercise equipment for use throughout the City - Comm-Fit LP in the amount of \$1,418,400 or \$1,368,400 (Tie Bid - Line 14), Team Marathon Fitness, Inc. dba Marathon Fitness in the amount of \$323,000, Fitcorp USA, Inc. dba Busy Body, Fitness HQ in the amount of \$257,250 and Fit Supply, LLC in the amount of \$50,000 or \$0 (Tie Bid - Line 14), lowest responsible bidders of four; and (2) a three-year master agreement for the purchase of fitness and exercise equipment for use throughout the City - Life Fitness, a division of Brunswick Corporation in the amount of \$555,000, through the Texas Multiple Award Schedule - Total not to exceed \$2,553,650 - Financing: Current Funds (\$1,546,900), Fitness Center Funds (\$945,000), Texas Higher Education Coordinating Board Funds (\$60,000) and Water Utilities Current Funds (\$1,750)
25			7	I	TWM	\$3,392.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from State Fair of Texas, Inc., of a subsurface easement under approximately 6,961 square feet of land located near the intersection of Washington Avenue and Herndon Drive for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project - Not to exceed \$3,392 (\$1,392 plus closing costs and title expenses not to exceed \$2,000) - Financing: General Obligation Commercial Paper Funds
26			7	I	TWM	\$6,096.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from State Fair of Texas, Inc., of a subsurface easement under approximately 20,480 square feet of land located between Fitzhugh Avenue and Foreman Street for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project - Not to exceed \$6,096 (\$4,096 plus closing costs and title expenses not to exceed \$2,000) - Financing: General Obligation Commercial Paper Funds
27			7	I	TWM	\$13,949.00	NA	NA	Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from State Fair of Texas, Inc., of a subsurface easement under approximately 59,746 square feet of land located near the intersection of Fitzhugh Avenue and Gaisford Street for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project - Not to exceed \$13,949 (\$11,949 plus closing costs and title expenses not to exceed \$2,000) - Financing: General Obligation Commercial Paper Funds
28			2	I	DEV	NC	NA	NA	Authorize the first amendment to the Option Contract with LCS Land Partners II, Ltd. previously approved by Resolution No. 97-3998 on December 10, 1997 for a tract of land located near the intersection of Akard and Payne Streets to (1) change the effective date of the Option Period to the passage of this amendment; and (2) change the Purchase Price to \$655,000 - Financing: No cost consideration to the City
29			3	I	ECO	NC	NA	NA	Neighborhood Empowerment Zone and Real Property Tax Abatement Authorization: A resolution designating the approximately 10.75 acres of property located at 4895 Mountain Creek Parkway in Dallas, Texas as City of Dallas Neighborhood Empowerment Zone No. 3 ("City of Dallas NEZ No. 3"), pursuant to Chapter 378 of the Local Government Code to promote an increase in economic development in the zone, establishing the boundaries of the Neighborhood Empowerment Zone and providing for an effective date - Financing: No cost consideration to the City

AGENDA DATE June 10, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
30			3	I	ECO	NC	NA	NA	Neighborhood Empowerment Zone and Real Property Tax Abatement Authorization: Authorize a real property tax abatement agreement with TC MT. CREEK DEVELOPMENT PARTNERS, LP, a Texas limited partnership, for the purpose of granting an eight year tax abatement of 75 percent of the taxes on added value to the real property for a speculative warehouse development consisting of approximately 192,000 square feet located on approximately 10.74 acres at the Northwest corner of Mountain Creek Parkway and Interstate 20 in Dallas, Texas, within City of Dallas NEZ No. 3, pursuant to Chapter 378 of the Local Government Code and in accordance with the City's Public/Private Partnership Guidelines and Criteria - Revenue: First year revenue estimated at \$15,940; eight-year revenue estimated at \$127,520 (Estimated revenue foregone for eight-year real property tax abatement estimated at \$382,560)
31			14	I	ECO	\$900,000.00	NA	NA	Extension of Public Parking Lease Agreement at Dalpark Garage: Authorize an extension to the Parking Agreement with DalPark Partners, Ltd, owner of the DalPark Garage, previously authorized by Resolution No. 03-1923 on June 25, 2003, and previously amended by Resolution No. 10-1352 on May 26, 2010, in Tax Increment Financing Reinvestment Zone Number Five (City Center TIF District) for the lease of 150 public parking spaces in the DalPark Garage for an additional five-year period commencing July 1, 2015 (pursuant to the Option Term previously authorized by Resolution No. 10-1352) in an amount not to exceed \$900,000 (not to exceed \$15,000 monthly) - Not to exceed \$900,000 - Financing: City Center TIF District Funds
32			14	I	ECO	REV \$700,000	NA	NA	Extension of Public Parking Lease Agreement at Dalpark Garage: Authorize the receipt and deposit of all of the City's share of monthly parking revenues (estimated monthly average parking revenue of \$11,666) from DalPark Partners, Ltd during the additional five-year period commencing July 1, 2015 - Estimated Parking Revenue: \$700,000
33			6	I	ECO	NC	NA	NA	Authorize an amendment to the development agreement with Billingsley LD, Ltd., for Cypress Waters Phase I to: (1) redirect approximately \$206,681 in savings from roadways to the temporary public safety building; (2) extend the deadlines for completion of the improvements and the execution of an operating and maintenance agreement for Phase I by seven months from December 31, 2014 to July 31, 2015; and (3) make minor design changes to the location of the private development and the final design of the public improvements - Financing: No cost consideration to the City
34			6	I	ECO	NC	NA	NA	Authorize execution of a development agreement with Billingsley LD, Ltd., pursuant to an amendment to Resolution No. 12-2781, previously approved on November 14, 2012, for Cypress Waters Phase 2, to: (1) move Saintsbury Street construction and utility construction from Phase 2c to Phase 2a; (2) extend various project deadlines; (3) clarify that the developer will be eligible for reimbursement of each phase upon completion of, and fulfillment of all requirements for each phase; and (4) make minor design changes to the final design of the public improvements - Financing: No cost consideration to the City
35			2, 14	I	ECO	\$9,700,000.00	NA	NA	Authorize various amendments to the development agreement with PetroCorrigan Towers, LP, for the redevelopment of the Tower Petroleum (1907 Elm Street) and Corrigan Tower (1900 Pacific Avenue) buildings located in Tax Increment Financing Reinvestment Zone Eleven (Downtown Connection TIF District) to: (1) increase TIF incentives by \$9,700,000 from \$10,300,000 to an amount not exceed \$20,000,000, of which \$19,500,000 is in the form of an Economic Development TIF Grant, in consideration of an increase in private investment; (2) separate the project into two phases; (3) change the use of the buildings from residential to hotel, retail, and/or restaurant use in the Tower Petroleum building and commercial, retail, restaurant and/or residential uses in the Corrigan Tower building; and (4) amend project requirements and deadlines to reflect the change in project scope - Not to exceed \$9,700,000 - Financing: Downtown Connection TIF District Funds
36			7	I	HOU	GT	NA	NA	Authorize a housing development loan in an amount not to exceed \$540,000 with Dallas Area Habitat for Humanity for construction of 18 affordable single family homes for the Joppa Neighborhood Project to be located on scattered sites in the Joppa Neighborhood area - Not to exceed \$540,000 - Financing: 2014-15 HOME Investment Partnership Program Grant Funds
37			7	I	HOU	GT	NA	NA	Authorize a housing development loan in an amount not to exceed \$112,000 with Southfair Community Development Corporation, a certified Community Housing Development Organization, for construction of two affordable single family homes located at 2800 Park Row - Not to exceed \$112,000 - Financing: 2002-03 HOME Funds (\$60,000) and 2005-06 HOME Funds (\$52,000)

AGENDA DATE June 10, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
38			7	I	HOU	GT	NA	NA	Authorize a housing development loan in an amount not to exceed \$320,000 with South Dallas Fair Park/Innecity Community Development Corporation, a certified Community Housing Development Organization, for construction of five affordable single family homes located on scattered sites in the Fair Park area - Not to exceed \$320,000 - Financing: 2005-06 HOME Funds
39			10	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 456 along the south line of Forest Lane, the north line of Stults Road, west of Shepherd Road
40			9	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District and a resolution accepting the deed restrictions volunteered by the applicant on property zoned a CR Community Retail District southeast of Cayuga Drive, northeast of Naylor Street, and north of Peavy Road
41			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1881 for a late-hours establishment limited to a restaurant without drive-in or drive-through service on property zoned Planned Development District No. 842, on the northwest corner of Bell Avenue and Greenville Avenue
42			1	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an NO(A) Neighborhood Office District on property zoned an R-7.5(A) Single Family District, at the southeast corner of West 10th Street and South Marlborough Avenue
43			13	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1785 for an alcoholic beverage establishment limited to a bar, lounge, or tavern on property zoned Planned Development District No. 85 on the east corner of Greenville Avenue and Pineland Drive
44			5	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an R-7.5(A) Single Family District south of Lake June Road, east of North Jim Miller Road
45			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for an alcoholic beverage establishment limited to a bar, lounge, or tavern on property zoned Tract A of Planned Development District No. 269, the Deep Ellum/Near East Side District on the northeast corner of Elm Street and North Good Latimer Expressway
46			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Form District and an ordinance granting the repeal of Shopfront Overlay No. 2 on property zoned a WMU-8 Walkable Mixed Use District on the west corner of Inwood Road and Brown Street
47			3	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a D-1 Liquor Control Overlay and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned an RR Regional Retail District with a D Liquor Control Overlay on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway
48			13	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a Pedestrian skybridge on property within the Tract 3 portion of Planned Development District No. 314, the Preston Center Special Purpose District, on both sides of Westchester Drive, south of Berkshire Lane
49			11	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a mini-warehouse use on property zoned an MU-3(SAH) Mixed Use Affordable District with deed restrictions on the northwest corner of Southern Boulevard and Noel Road
50			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for certain CS Commercial Service District Uses and a Mini-warehouse use and a resolution granting the termination of deed restrictions on property zoned a CS Commercial Service District on the north line of East University Boulevard, east of North Central Expressway
51			6	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an IM Industrial Manufacturing District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an IR Industrial Research District on the north side of West Commerce Street, east of North Westmoreland Road

AGENDA DATE June 10, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
52			6	PH	OEQ	NC	NA	NA	A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by Jon C. Loshinsky located near the intersection of Viscount Row and Monetary Drive and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation to Deluxe Corporation and Standard Controls, Inc. by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City
53			11	PH	OEQ	NC	NA	NA	A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by LMI Park Central, LLC and LMI Park Central Two, LLC located near the intersection of Coit Road and Churchill Way and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation to LMI Park Central, LLC by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City
54			2	PH	ECO	NC	NA	NA	Farmers Market TIF District: A public hearing to receive comments on amendments to Tax Increment Financing Reinvestment Zone Number Six (the Farmers Market TIF District) to: (1) increase the geographic area of the Farmers Market TIF District to include property located on the east side of Harwood Street, south of Canton Street (approximately 13,057 square feet); (2) adjust TIF Budget to reflect an increase in TIF collections (current dollars) from \$33,955,605 to \$48,398,724 (with no increase in NPV, \$19,238,514); and (3) other related modifications - Financing: No cost consideration to the City
55			2	PH	ECO	NC	NA	NA	Farmers Market TIF District: An ordinance amending Ordinance No. 23521, previously approved on May 27, 1998, Ordinance No. 24001, previously approved on August 25, 1999, Ordinance No. 25298, previously approved on June 25, 2003, and Ordinance No. 28951, previously approved on March 27, 2013, to reflect these amendments - Financing: No cost consideration to the City
56			2	PH	ECO	NC	NA	NA	Master Agreement with DFM Developer, Ltd.: Authorize an amendment to the Master Agreement with DFM Developer, Ltd., to extend project deadlines related to the development of an approximately 12 acre site located southeast of the intersection of Harwood Street and Marilla Street known as Dallas Farmers Market, previously approved on February 27, 2013, by Resolution No. 13-0447 - Financing: No cost consideration to the City
57			2	PH	ECO	NC	NA	NA	Master Agreement with DFM Developer, Ltd.: Authorize additional amendments to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase I project, previously approved on June 26, 2013, by Resolution Nos. 13-1156 and 13-1157 and amended on June 25, 2014, by Resolution No. 14-0994, to: (a) remove the purchase of the public market parking/air rights requirement from Farmers Market Redevelopment, Phase I development agreement; and (b) include Atmos gas pipeline installation and environmental/demolition as an eligible budget category with no increase in the TIF funding – Financing: No cost consideration to the City
58			2	PH	ECO	NC	NA	NA	Authorize an amendment to the development agreement with DF Market 2, LLC, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Shed 2 project, previously approved on December 11, 2013, by Resolution Nos. 13-2098 and 13-2099, to extend project deadlines - Financing: No cost consideration to the City
59			2	PH	ECO	NC	NA	NA	Authorize an amendment to the development agreement with Taylor Street 2111, LP, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, 2101 and 2111 Taylor Street project, previously approved on December 11, 2013, by Resolution Nos. 13-2102 and 13-2103, to extend project deadlines - Financing: No cost consideration to the City
60			2	PH	ECO	NC	NA	NA	Authorize an amendment to the development agreement with FM Futsal, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Futsal project, previously approved on December 11, 2013, by Resolution Nos. 13-2104 and 13-2105, to extend project deadlines - Financing: No cost consideration to the City

AGENDA DATE June 10, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
61			2	PH	ECO	\$5,167,864.00	NA	NA	Authorize an amendment to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Harvest Lofts Mixed Use project, previously approved on December 11, 2013, by Resolution Nos. 13-2100 and 13-2101, to: (1) extend project deadlines; (2) increase the TIF funding from \$8,536,486 to \$13,704,350 (an increase of \$5,167,864) to offset the cost of public parking garage and additional streetscape improvements; and (3) amend the TIF budget and include public parking garage as an eligible budget category - Not to exceed \$5,167,864 - Financing: Farmers Market TIF District Funds (subject to future appropriations)
62			2	PH	ECO	\$8,149,535.00	NA	NA	Authorize a purchase and sale agreement with FM City Park, LLC for: (1) the purchase of an air rights parcel which is part of the Harvest Development Land in an amount not to exceed \$439,530; and (2) the purchase of a completed public parking structure (300 public parking spaces), to be constructed by FM City Park, LLC in accordance with the City approved plans and set specifications in an amount not exceed \$7,710,005, total amount for both purchases not to exceed \$8,149,535 - Financing: Farmers Market Area Infrastructure Funds (\$1,153,571), 2006 Bond Funds (\$1,658,089), Public Private Partnership Funds (\$670,000), Farmers Market TIF Funds (\$4,667,875) (subject to appropriations)
63			6	PH	ECO	NC	NA	NA	A public hearing to receive comments on amendments to Cypress Waters TIF District (the "District") to: (1) modify the boundaries; (2) adjust the base year value of the District; (3) decrease the District's total budget from \$65,698,683 NPV (approximately \$160,115,818 total dollars) to \$25,779,665 (approximately \$49,465,852 total dollars), a decrease of \$39,919,018 NPV (approximately \$110,649,966 total dollars) to reflect the early termination of the District after repayment of Phase I, II, DWU/Irving water/wastewater obligations, and funding of the public safety building; (4) correct the infrastructure/utility improvements category consistent with changes to state law to allow TIF funding to be used for infrastructure constructed outside the boundary if it benefits the District; (5) make corresponding modifications to the Cypress Waters TIF District boundary, budget, and Project and Reinvestment Zone Financing Plans; and (6) at the close of the public hearing, consideration of an ordinance amending Ordinance Nos. 28074 and 28224, previously approved on December 8, 2010 and June 8, 2011, to reflect these amendments - Financing: No cost consideration to the City
64			13	PH	DEV	NC	NA	NA	A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, Henry W. Longfellow Career Exploration Academy as required by Section 6-4 of the Dallas City Code to allow a wine and beer retailer's off-premise permit pursuant to Chapter 26 of the Texas Alcoholic Beverage Code for a general merchandise or food store with 10,000 square feet or more floor area [L&B Depp Inwood Village, dba CVS Pharmacy #7412] on the southeast corner of West Lovers Lane and Inwood Road, north of Boaz Street - AV145-004 - Financing: No cost consideration to the City

TOTAL \$55,245,471.20

AGENDA ITEM # 2

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
Equipment & Building Services
Park & Recreation
Water Utilities

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837
Jill A. Jordan, P.E., 670-5299
Willis Winters, 670-4071
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize a three-year service contract for electric motor repair services - Evans Enterprises, Inc., lowest responsible bidder of three - Not to exceed \$3,370,854 - Financing: Current Funds (\$160,804), Water Utilities Current Funds (\$3,124,550) and Aviation Current Funds (\$85,500) (subject to annual appropriations)

BACKGROUND

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

This service contract will provide for electric motor repairs which includes rebuilding, diagnostic testing and maintenance of approximately 449 electric motors. Electric motors provide power for water and wastewater pumps at 23 pumping stations, 3 water purification plants and 2 wastewater plants located throughout the City. The electric motors range in size from 50 to 3,500 horse power and are used to distribute an average of 417 million gallons of treated water and 167 million gallons of wastewater daily for Water Utilities.

This service contract will also provide electrical motor repair services for various other departments such as Park & Recreation, Aviation and Equipment & Building Services. Equipment serviced under this agreement includes but is not limited to:

BACKGROUND (Continued)

- Outdoor ornamental fountains
- Swimming pool equipment
- Hot water/chiller pumps
- Exhaust fans
- Sewage pumps

Electric motor repair services are essential in providing continuous, reliable operation and to comply with Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) permit requirements.

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 261 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 9, 2009, City Council authorized a three-year service contract for repair, rebuilding, diagnostic testing and maintenance of electric motors by Resolution No. 09-2199.

FISCAL INFORMATION

\$ 160,804.00 - Current Funds (subject to annual appropriations)
\$3,124,550.00 - Water Utilities Current Funds (subject to annual appropriations)
\$ 85,500.00 - Aviation Current Funds (subject to annual appropriations)

M/WBE INFORMATION

32 - Vendors contacted
31 - No response
1 - Response (Bid)
0 - Response (No bid)
0 - Successful

M/WBE INFORMATION (Continued)

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

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

ETHNIC COMPOSITION

Evans Enterprises, Inc.

White Male	35	White Female	6
Black Male	2	Black Female	1
Hispanic Male	8	Hispanic Female	1
Other Male	0	Other Female	0

BID INFORMATION

The following bids were received from solicitation number BM1411 and were opened on November 6, 2014. This service contract is being awarded to the lowest responsive and responsible bidder by group. Information related to this solicitation is available upon request.

*Denotes successful bidder

<u>Bidders</u>	<u>Address</u>	<u>Amount</u>
*Evans Enterprises, Inc.	201 S. Industrial Dr. Waco, TX 76710	Multiple Groups
Allen's Electric Motor Services, Inc.	400 Roy Hoppy Hopkins Dr. Vivian, LA 71082	Multiple Groups
Shermco Industries, Inc.	2425 E. Pioneer Dr. Irving, TX 75061	Multiple Groups

OWNER

Evans Enterprises, Inc.

Syndy Thrash, President,
David Brantley, Vice President
David Woodman, Secretary

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a three-year service contract for electric motor repair services - Evans Enterprises, Inc., lowest responsible bidder of three - Not to exceed \$3,370,854 - Financing: Current Funds (\$160,804), Water Utilities Current Funds (\$3,124,550) and Aviation Current Funds (\$85,500) (subject to annual appropriations)

Evans Enterprises, Inc. is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce.

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$3,370,854.00	100.00%
TOTAL CONTRACT	\$3,370,854.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

June 10, 2015

WHEREAS, on September 9, 2009, City Council authorized a three-year service contract for repair, rebuilding, diagnostic testing and maintenance of electric motors by Resolution No. 09-2199; and

WHEREAS, on October 4, 2013, Administrative Action No. 13-6386 authorized supplemental agreement no. 1 to the master agreement with Shermco Industries, Inc. to extend the contract term from September 9, 2013 to September 7, 2014;

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to execute a service contract with Evans Enterprises, Inc. (517530) for electric motor repair services for a term of three years in an amount not to exceed \$3,370,854.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Evans Enterprises, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by Evans Enterprises, Inc. under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$3,370,854.00 (subject to annual appropriations).

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

AGENDA ITEM # 3

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2, 3

DEPARTMENT: Business Development & Procurement Services
Aviation

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837

MAPSCO: 34E 63L

SUBJECT

Authorize a five-year service contract, with three one-year renewal options, for maintenance and support of a large scale hazardous containment system for Aviation - CP&Y, Inc., only proposer - Not to exceed \$1,356,216 - Financing: Aviation Current Funds (subject to annual appropriations)

BACKGROUND

This service contract will provide maintenance and support for Aviation's large scale hazardous containment system at Love Field and Dallas Executive airports. The system protects and preserves surrounding land and water areas from an environmental hazard by automated sliding gates to route and contain hazardous liquid inside specialized containers on airport property.

In addition to an initial site inspection, maintenance includes:

- Quarterly on-site equipment testing
- Inspect actuators
- Inspect containers
- Cleaning and maintenance of gate equipment
- Software updates

A seven member committee from the following departments reviewed and evaluated the proposal:

- Business Development & Procurement Services (2)*
- Aviation (2)
- Communication and Information Services (2)
- Public Works (1)

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

BACKGROUND (Continued)

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

- | | |
|---|-----|
| ● Cost | 40% |
| ● Experience and capability | 45% |
| ● Business Inclusion and Development Plan | 15% |

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 594 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

\$1,356,215.70 - Aviation Current Funds (subject to annual appropriations)

<u>Council District</u>	<u>Amount</u>
2	\$ 827,502.87
3	<u>\$ 528,712.83</u>
Total	\$1,356,215.70

M/WBE INFORMATION

95 - Vendors contacted
95 - No response
0 - Response (Bid)
0 - Response (No bid)
0 - Successful

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

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

ETHNIC COMPOSITION

CP&Y, Inc.

White Male	94	White Female	39
Black Male	5	Black Female	2
Hispanic Male	16	Hispanic Female	13
Other Male	6	Other Female	11

PROPOSAL INFORMATION

The following proposals were received from solicitation number BUZ1417 and were opened on August 28, 2014. This service contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposer</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*CP&Y, Inc.	1820 Regal Row Suite 200 Dallas, TX 75235	100%	\$1,356,215.70

Note: Pursuant to Business Development and Procurement Services' (BDPS) request, the Auditor's office has reviewed the single bid item and submitted related documentation and has determined BDPS followed Administrative Directive 4-05 provisions for processing this single bid item and made reasonable efforts to increase bid participation. This proposed procurement meets the requirements for a single bid.

OWNER

CP&Y, Inc.

Pete Patel, President
William Carroll, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a five-year service contract, with three one-year renewal options, for maintenance and support of a large scale hazardous containment system for Aviation - CP&Y, Inc., only proposer - Not to exceed \$1,356,216 - Financing: Aviation Current Funds (subject to annual appropriations)

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

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$951,215.70	70.14%
Total non-local contracts	\$405,000.00	29.86%
TOTAL CONTRACT	\$1,356,215.70	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
CP & Y, Inc.	PMMB64115Y0217	\$870,215.70	91.48%
Team One Integration, LLC	PMDB63823Y1215	\$81,000.00	8.52%
Total Minority - Local		\$951,215.70	100.00%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
El Cala Construction, LLC	HMDB63366Y1015	\$96,000.00	23.70%
TOTO Consulting, LLC	WFWB64859N0417	\$153,000.00	37.78%
Total Minority - Non-local		\$249,000.00	61.48%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$96,000.00	7.08%
Asian American	\$951,215.70	100.00%	\$951,215.70	70.14%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$153,000.00	11.28%
Total	\$951,215.70	100.00%	\$1,200,215.70	88.50%

June 10, 2015

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

Section 1. That the City Manager is authorized to execute a service contract with CP&Y, Inc. (080659) for maintenance and support of a large scale hazardous containment system for Aviation for a term of five years, with three one-year renewal options, in an amount not to exceed \$1,356,215.70, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to CP&Y, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by CP&Y, Inc. under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriations in an amount not to exceed \$1,356,215.70 (subject to annual appropriations):

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>AMOUNT</u>	<u>FY</u>	<u>ENCUMBRANCE</u>
0130	AVI	7754	3099	\$268,883.00	2015	CTAVICPY7754FY15
0130	AVI	7729	3099	\$252,274.05	2016	CTAVICPY7729FY16
0130	AVI	7729	3099	\$264,887.76	2017	CTAVICPY7729FY17
0130	AVI	7729	3099	\$278,132.14	2018	CTAVICPY7729FY18
0130	AVI	7729	3099	\$292,038.75	2019	CTAVICPY7729FY19

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

AGENDA ITEM # 4

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Business Development & Procurement Services
City Controller

CMO: Jeanne Chipperfield, 670-7804

MAPSCO: N/A

SUBJECT

Authorize a five-year professional services contract for audit of the City's financial operations and grant activities - Grant Thornton, LLP, most advantageous proposer of five - Not to exceed \$4,459,678 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This professional services contract will provide auditing services for the City's financial operations and grant activities. The City Charter (Chapter III, Section 19) requires an annual independent audit of the City's books of account, records and transactions by one or more certified public accountants. The Single Audit Act of 1996, as amended, also requires an audit of grantees who have received federal grants exceeding certain thresholds.

The City issued a Request for Competitive Sealed Proposals for audit services. Five major accounting firms which perform audits in the government sector, BKD CPAs & Advisors, LLP, Crowe Horwath, LLP, Grant Thornton, LLP, KPMG, LLP and McConnell & Jones, LLP submitted written proposals for audit services.

The Budget Finance and Audit Committee met on April 20, 2015 to review the proposals and hear oral presentations from each firm. The Budget Finance and Audit Committee was briefed on May 18, 2015 on the proposal evaluations and recommended moving forward for Council consideration to award the contract to Grant Thornton, LLP.

The Budget, Finance and Audit committee reviewed and evaluated the proposals. Business Development and Procurement Services only evaluated the Business Inclusion and Development Plan and pricing.

BACKGROUND (Continued)

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

- Prior governmental audit experience 20%
- Qualifications 20%
- Audit approach 15%
- Business Inclusion and Development Plan 15%
- Pricing 30%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 751 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 25, 2010, City Council authorized a three-year professional services contract, with two one-year renewal options, for the audit of the City's financial operations and grant activities for fiscal year ending September 30, 2010 through September 30, 2012, by Resolution No. 10-2109.

On October 10, 2011, City Council authorized supplemental agreement No. 1 to increase the professional services contract for the audit of the City's financial operations and grant activities for fiscal year ending September 30, 2012 through September 30, 2013, by Resolution No. 11-2716.

On June 12, 2013, City Council authorized Supplemental Agreement No. 2 to exercise the first renewal option to extend the term of the professional service contract for audit of the City's financial operations and grant activities for fiscal year ending September 30, 2013 to be completed by September 30, 2014, by Resolution No. 13-0939.

On September 24, 2014, City Council authorized supplemental agreement no. 3 to exercise the second renewal option to extend the term of the professional services contract for audit of the City's financial operations and grant activities for fiscal year ending September 30, 2014, to be completed by September 30, 2015, by Resolution No. 14-1591.

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

On January 20, 2015, the Budget, Finance and Audit Committee was briefed.

On April 20, 2015, presentations were made to the Budget Finance and Audit Committee by the five firms who submitted proposals received on March 4, 2015.

On May 18, 2015, the Budget Finance and Audit Committee was briefed via memorandum and it was recommended that the contract be awarded.

FISCAL INFORMATION

\$4,459,678.00 - Current Funds (subject to annual appropriations)

M/WBE INFORMATION

142 - Vendors contacted

141 - No response

1 - Response (Bid)

0 - Response (No bid)

0 - Successful

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

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

ETHNIC COMPOSITION

Grant Thornton, LLP

White Male	136	White Female	128
Black Male	3	Black Female	11
Hispanic Male	6	Hispanic Female	9
Other Male	14	Other Female	18

PROPOSAL INFORMATION

The following proposals were received from solicitation number BKZ1517 and were read on March 5, 2015. This professional services contract is being awarded in its entirety to the most advantageous proposer.

*Denotes successful proposer

PROPOSAL INFORMATION (Continued)

<u>Proposers</u>	<u>Address</u>	<u>Score</u>	<u>Amount</u>
*Grant Thornton, LLP	1717 Main St. Suite 1800 Dallas, TX 75201	93%	\$4,459,678.00
KPMG, LLP	717 N. Harwood St. Suite 3100 Dallas, TX 75201	91%	\$4,873,606.76
Crowe Horwath, LLP	750 N. St. Paul St. Suite 850 Dallas, TX 75201	81%	\$4,268,062.17
BKD CPAs & Advisors, LLP	14241 Dallas Pkwy. Suite 1100 Dallas, TX 75254	77%	\$4,329,761.40
McConnell & Jones, LLP	4828 Loop Central Dr. Suite 1000 Houston, TX 77081	70%	\$4,580,456.89

OWNER**Grant Thornton, LLP**

Stephen M. Chipman, Chief Executive Officer

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a five-year professional services contract for audit of the City's financial operations and grant activities - Grant Thornton, LLP, most advantageous proposer of five - Not to exceed \$4,459,678 - Financing: Current Funds (subject to annual appropriations)

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

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$4,054,965.22	90.93%
Total non-local contracts	\$404,715.78	9.07%
TOTAL CONTRACT	\$4,459,681.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
OWENS & ASSOCIATES	BFMB64029N0117	\$404,715.78	9.98%
Logan & Associates	BMDB63350Y1015	\$404,715.78	9.98%
Hopkins & Associates	BMMB62921N0816	\$404,715.78	9.98%
Total Minority - Local		\$1,214,147.34	29.94%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Serna & Company	HMMB61957N0516	\$404,715.78	100.00%
Total Minority - Non-local		\$404,715.78	100.00%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$1,214,147.34	29.94%	\$1,214,147.34	27.22%
Hispanic American	\$0.00	0.00%	\$404,715.78	9.07%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$1,214,147.34	29.94%	\$1,618,863.12	36.30%

June 10, 2015

WHEREAS, on August 25, 2010, City Council authorized a three-year professional services contract, with two one-year renewal options, for the audit of the City's financial operations and grant activities for fiscal year ending September 30, 2010 through September 30, 2012, by Resolution No. 10-2109; and,

WHEREAS, on October 10, 2011, City Council authorized supplemental agreement No. 1 to increase the professional services contract for the audit of the City's financial operations and grant activities for fiscal year ending September 30, 2012 through September 30, 2013, by Resolution No. 11-2716; and,

WHEREAS, on June 12, 2013, City Council authorized Supplemental Agreement No. 2 to exercise the first renewal option to extend the term of the professional service contract for audit of the City's financial operations and grant activities for fiscal year ending September 30, 2013 to be completed by September 30, 2014, by Resolution No. 13-0939; and,

WHEREAS, on September 24, 2014, City Council authorized supplemental agreement no. 3 to exercise the second renewal option to extend the term of the professional services contract for audit of the City's financial operations and grant activities for fiscal year ending September 30, 2014, to be completed by September 30, 2015, by Resolution No. 14-1591;

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to execute a professional services contract with Grant Thornton, LLP (VS0000007921) for audit of the City's financial operations and grant activities for a term of five years in an amount not to exceed \$4,459,678.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Grant Thornton, LLP shall be based only on the amount of the services directed to be performed by the City and properly performed by Grant Thornton, LLP under the contract.

June 10, 2015

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds from the following appropriations in an amount to not exceed \$4,459,678.00 (subject to annual appropriations):

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>Amount</u>	<u>FY</u>	<u>Encumbrance</u>
0001	BMS	1138	3070	\$840,000.00	2015	BMSCCOAUDIT15
0001	BMS	1138	3070	\$865,200.00	2016	BMSCCOAUDIT16
0001	BMS	1138	3070	\$891,157.00	2017	BMSCCOAUDIT17
0001	BMS	1138	3070	\$917,892.00	2018	BMSCCOAUDIT18
0001	BMS	1138	3070	\$945,429.00	2019	BMSCCOAUDIT19

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

AGENDA ITEM # 5

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services

CMO: Jeanne Chipperfield, 670-7804

MAPSCO: N/A

SUBJECT

Authorize **(1)** the rejection of bids received for scale repair and maintenance for various City weigh stations; and **(2)** the re-advertisement for new bids - Financing: No cost consideration to the City

BACKGROUND

This action will authorize the rejection of bids received for solicitation BJ1505 for a three-year service contract for scale repair and maintenance for various City weigh stations. Business Development and Procurement Services (BDPS) will modify the specifications and bid sheet for clarification. BDPS determined it would be more advantageous to the City to reject the bids and re-advertise for new bids.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City.

June 10, 2015

WHEREAS, on December 4, 2014, three bids were received for scale repair and maintenance for various City weigh stations; and,

WHEREAS, it has been determined that it is in the best interest of the City of Dallas to reject the three bids that were received for scale repair and maintenance for various City weigh stations;

NOW, THEREFORE,

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

SECTION 1. That the three bids received for scale repair and maintenance for various City weigh stations is hereby rejected and authorization to solicit new bids is granted.

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

AGENDA ITEM # 6

KEY FOCUS AREA: Public Safety

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Aviation
Trinity Watershed Management
Water Utilities

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize an increase to the master agreement for industrial equipment, tools and supplies with Simba Industries in the amount of \$366,241, from \$1,464,965 to \$1,831,206, SID Tool Co., Inc. dba MSC Industrial Supply Co. in the amount of \$356,257, from \$1,425,028 to \$1,781,285, Colonial Hardware Corporation in the amount of \$158,208, from \$632,835 to \$791,043, Fort Worth Bolt & Tool Co. in the amount of \$126,387, from \$505,550 to \$631,937, Midway Auto Supply Co. in the amount of \$68,513, from \$274,053 to \$342,566, Big D Supply & Tool Center in the amount of \$40,461, from \$161,845 to \$202,306, McGee Company in the amount of \$21,275, from \$85,100 to \$106,375, Joe Jeter Sales in the amount of \$19,197, from \$76,790 to \$95,987, Tom Loftus, Inc. dba Austin Turf & Tractor in the amount of \$16,117, from \$64,470 to \$80,587, Richardson Saw & Lawnmower in the amount of \$15,875, from \$63,500 to \$79,375, Fastenal Co. in the amount of \$1,575, from \$6,300 to \$7,875 and Evco Partners LP dba Burgoon Company in the amount of \$1,250, from \$5,000 to \$6,250 - Total not to exceed \$1,191,356, from \$4,765,436 to \$5,956,792 - Financing: Current Funds (\$609,585), Water Utilities Current Funds (\$488,394), Aviation Current Funds (\$56,041) and Stormwater Drainage Management Current Funds (\$37,336)

BACKGROUND

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

BACKGROUND (Continued)

This increase to the master agreement will allow various City departments to continue to purchase industrial equipment, tools and supplies for items such as:

- Generators
- Compressors
- Asphalt tools
- Floor jacks
- Wire cutters

This master agreement is used by City employees during day-to-day operations and emergency situations to maintain and repair facilities, equipment and roads. This increase is necessary to provide additional funds to allow Business Development and Procurement Services to complete a new procurement process without service interruption.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 26, 2011, City Council authorized a three-year master agreement for industrial equipment, tools and supplies by Resolution No. 11-0250.

On January 23, 2013, City Council authorized a three-year master agreement for industrial equipment, tools and supplies by Resolution No. 13-0173.

FISCAL INFORMATION

\$609,585.00 - Current Funds

\$488,394.00 - Water Utilities Current Funds

\$ 56,041.00 - Aviation Current Funds

\$ 37,336.00 - Stormwater Drainage Management Current Funds

Simba Industries

White Male	5	White Female	4
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

ETHNIC COMPOSITION (Continued)

SID Tool Co., Inc. dba MSC Industrial Supply Co.

White Male	35	White Female	21
Black Male	0	Black Female	2
Hispanic Male	1	Hispanic Female	1
Other Male	1	Other Female	1

Colonial Hardware Corporation

White Male	6	White Female	2
Black Male	1	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

Fort Worth Bolt & Tool Co.

White Male	28	White Female	14
Black Male	6	Black Female	0
Hispanic Male	10	Hispanic Female	1
Other Male	0	Other Female	0

Midway Auto Supply Co.

White Male	10	White Female	5
Black Male	4	Black Female	3
Hispanic Male	14	Hispanic Female	0
Other Male	0	Other Female	1

Big D Supply & Tool Center

White Male	13	White Female	2
Black Male	1	Black Female	0
Hispanic Male	1	Hispanic Female	1
Other Male	0	Other Female	0

McGee Company

White Male	17	White Female	2
Black Male	2	Black Female	0
Hispanic Male	4	Hispanic Female	1
Other Male	0	Other Female	0

ETHNIC COMPOSITION (Continued)

Joe Jeter Sales

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

Tom Loftus, Inc. dba Austin Turf & Tractor

White Male	45	White Female	6
Black Male	0	Black Female	0
Hispanic Male	9	Hispanic Female	0
Other Male	0	Other Female	0

Richardson Saw & Lawnmower

White Male	10	White Female	3
Black Male	1	Black Female	0
Hispanic Male	3	Hispanic Female	0
Other Male	0	Other Female	0

Fastenal Co.

White Male	32	White Female	5
Black Male	1	Black Female	0
Hispanic Male	3	Hispanic Female	1
Other Male	0	Other Female	0

Evco Partners LP dba Burgoon Company

White Male	1	White Female	11
Black Male	1	Black Female	5
Hispanic Male	0	Hispanic Female	1
Other Male	0	Other Female	0

OWNERS

Simba Industries

Vickie L. Kasten, President

OWNERS (Continued)

SID Tool Co., Inc. dba MSC Industrial Supply Co.

Erik Gershuind, President
Doug Jones, Vice President
Steve Armstrong, Secretary
Jeff Kaczka, Treasurer

Colonial Hardware Corporation

Michael J. O'Connell III, President
Phil Yonks, Vice President

Fort Worth Bolt & Tool Co.

Lee Russell, President
Stuart Hendry, Chief Executive Officer
Terry Earle, Chief Operating Officer

Midway Auto Supply Co.

Martin Levine, President
Steve Levine, Vice President
Herb Levine, Secretary
Larry Levine, Treasurer

Big D Supply & Tool Center

Dennis McCoy, President

McGee Company

Charles J. McGee, President
Joanne McGee, Vice President

Joe Jeter Sales

Joe Jeter, President

Tom Loftus, Inc. dba Austin Turf & Tractor

Tom Loftus, President
Margaret Loftus, Secretary

OWNERS (Continued)

Richardson Saw & Lawnmower

James Poen, President
Brenda Poen, Secretary

Fastenal Co.

Lee Hein, President

Evco Partners LP dba Burgoon Company

Nancy Evans, President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize an increase to the master agreement for industrial equipment, tools and supplies with Simba Industries in the amount of \$366,241, from \$1,464,965 to \$1,831,206, SID Tool Co., Inc. dba MSC Industrial Supply Co. in the amount of \$356,257, from \$1,425,028 to \$1,781,285, Colonial Hardware Corporation in the amount of \$158,208, from \$632,835 to \$791,043, Fort Worth Bolt & Tool Co. in the amount of \$126,387, from \$505,550 to \$631,937, Midway Auto Supply Co. in the amount of \$68,513, from \$274,053 to \$342,566, Big D Supply & Tool Center in the amount of \$40,461, from \$161,845 to \$202,306, McGee Company in the amount of \$21,275, from \$85,100 to \$106,375, Joe Jeter Sales in the amount of \$19,197, from \$76,790 to \$95,987, Tom Loftus, Inc. dba Austin Turf & Tractor in the amount of \$16,117, from \$64,470 to \$80,587, Richardson Saw & Lawnmower in the amount of \$15,875, from \$63,500 to \$79,375, Fastenal Co. in the amount of \$1,575, from \$6,300 to \$7,875 and Evco Partners LP dba Burgoon Company in the amount of \$1,250, from \$5,000 to \$6,250 - Total not to exceed \$1,191,356, from \$4,765,436 to \$5,956,792 - Financing: Current Funds (\$609,585), Water Utilities Current Funds (\$488,394), Aviation Current Funds (\$56,041) and Stormwater Drainage Management Current Funds (\$37,336)

Simba Industries is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use their own workforce. Evco Partners LP dba Burgoon Company is a non-local, minority firm, has signed the "Business Inclusion & Development" documentation, and propose to use their own workforce. Midway Auto Supply Co., Big D Supply & Tool Center, McGee Company, Joe Jeter Sales, Tom Loftus, Inc. dba Austin Turf & Tractor and Richardson Saw and Lawnmower are local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforces. SID Tool Co., Inc. dba MSC Industrial Supply Co., Colonial Hardware Corporation, Fort Worth Bolt & Tool Co. and Fastenal Co. are non-local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforces.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$547,679.00	45.97%
Non-local contracts	\$643,677.00	54.03%
TOTAL THIS ACTION	\$1,191,356.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Simba Industries	WFWB62220N0616	\$366,241.00	66.87%
Total Minority - Local		\$366,241.00	66.87%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
EVCO Partners, LP dba Burgoon Company	WFWB61876N0516	\$1,250.00	0.19%
Total Minority - Non-local		\$1,250.00	0.19%

TOTAL M/WBE PARTICIPATION

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$49,500.00	0.83%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$367,491.00	30.85%	\$1,837,456.00	30.85%
Total	\$367,491.00	30.85%	\$1,886,956.00	31.68%

June 10, 2015

WHEREAS, on January 26, 2011, City Council authorized a three year master agreement for industrial equipment, tools and supplies by Resolution No. 11-0250; and,

WHEREAS, on January 23, 2013, City Council authorized a three year master agreement for industrial equipment, tools and supplies by Resolution No. 13-0173;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to increase the master agreement for industrial equipment, tools and supplies with Simba Industries (519720) in the amount of \$366,241.00, from \$1,464,965.00 to \$1,831,206.00, SID Tool Co., Inc. dba MSC Industrial Supply Co. (150516) in the amount of \$356,257.00, from \$1,425,028.00 to \$1,781,285.00, Colonial Hardware Corporation (501147) in the amount of \$158,208.00, from \$632,835.00 to \$791,043.00, Fort Worth Bolt & Tool Co. (VS0000034085) in the amount of \$126,387.00, from \$505,550.00 to \$631,937.00, Midway Auto Supply Co. (006372) in the amount of \$68,513.00, from \$274,053.00 to \$342,566.00, Big D Supply & Tool Center (150907) in the amount of \$40,461.00, from \$161,845.00 to \$202,306.00, McGee Company (102735) in the amount of \$21,275.00, from \$85,100.00 to \$106,375.00, Joe Jeter Sales (149596) in the amount of \$19,197.00, from \$76,790.00 to \$95,987.00, Tom Loftus, Inc. dba Austin Turf & Tractor (353926) in the amount of \$16,117.00, from \$64,470.00 to \$80,587.00, Richardson Saw & Lawnmower (103002) in the amount of \$15,875.00, from \$63,500.00 to \$79,375.00, Fastenal Co. (331296) in the amount of \$1,575.00, from \$6,300.00 to \$7,875.00, Evco Partners LP dba Burgoon Company (246097) in the amount of \$1,250.00, from \$5,000.00 to \$6,250.00, in a total amount not to exceed \$1,191,356.00, increasing the master agreement from \$4,765,436.00 to \$5,956,792.00.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,191,356.00 (subject to annual appropriations).

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

AGENDA ITEM # 7

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Communication and Information Services

CMO: Jeanne Chipperfield, 670-7804
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize **(1)** supplemental agreement no. 4 to increase the contract for additional Microsoft software licenses in the amount of \$683,147, from \$6,852,945 to \$7,536,092; and **(2)** the renewal of a five-year enterprise agreement for Microsoft software and services in the amount of \$16,788,927 - SHI Government Solutions, Inc., through the State of Texas Department of Information Resources - Total not to exceed \$17,472,074 - Financing: Current Funds (subject to annual appropriations)

BACKGROUND

This item will renew the City's Microsoft enterprise agreement for an additional five years. This agreement allows the City to maintain current Office 365 subscriptions for cloud computing, maintenance and support on all Microsoft products such as Windows server licenses, Visio and Project and provides software patches, bug fixes and version upgrades. Services offered under this agreement include cloud email archiving, system management and deployment tools and the ability to add licenses to the City's environment as needed. Continuing the enterprise agreement provides the City greater cost savings and flexibility for Microsoft products compared to purchasing them individually.

Additionally, this item will allow Communication and Information Services to better optimize and manage the Microsoft cloud solution for business communication purposes by adding another 4,300 Office 365 subscription licenses needed to complete the migration of existing group and special team email boxes used by City departments to the cloud.

BACKGROUND (Continued)

SHI Government Solutions, Inc. through the State of Texas Department of Information Resources is the only reseller authorized by Microsoft for the State of Texas. The State of Texas Department of Information Resources is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, Section 271.102 of the Texas Local Government Code which authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 10, 2010, City Council authorized Supplemental Agreement No. 1 to increase the contract with Dell Marketing, LP for Microsoft software; and the renewal of a five-year, three month enterprise agreement for Microsoft software through the State of Texas Department of Information Resources with Dell Marketing, LP by Resolution No. 10-2809.

On May 22, 2013, City Council authorized an amendment to the five-year, three-month enterprise agreement for Microsoft software through the State of Texas Department of Information Resources with Dell Marketing, LP to add Microsoft Office 365 Subscription Services to allow for cloud email and cloud computing by Resolution No. 13-0809.

On February 17, 2015, the Budget, Finance and Audit Committee was briefed via memorandum.

On February 25, 2015, City Council authorized supplemental agreement no. 3 to increase the contract for the Microsoft true-up payment with SHI Government Solutions, Inc., through the State of Texas Department of Information Resources by Resolution No. 15-0349.

On June 1, 2015, the Budget, Finance & Audit Committee will be briefed via memorandum.

FISCAL INFORMATION

\$17,472,073.50 - Current Funds

ETHNIC COMPOSITION

SHI Government Solutions, Inc.

White Male	210	White Female	148
Black Male	12	Black Female	1
Hispanic Male	46	Hispanic Female	33
Other Male	23	Other Female	18

OWNER

SHI Government Solutions, Inc.

Thai Lee, President

June 10, 2015

WHEREAS, on November 10, 2010, City Council authorized (1) Supplemental Agreement No. 1 to increase the contract with Dell Marketing, LP for Microsoft software through the State of Texas Department of Information Resources in the amount of \$553,113, from \$3,684,522 to \$4,237,635; and (2) renewal of a five-year, three month enterprise agreement for Microsoft software through the State of Texas Department of Information Resources with Dell Marketing, LP by Resolution No. 10-2809; and,

WHEREAS, on May 22, 2013, City Council authorized an amendment to the five-year, three-month enterprise agreement for Microsoft software through the State of Texas Department of Information Resources with Dell Marketing, LP to add Microsoft Office 365 Subscription Services to allow for cloud email and cloud computing by Resolution No. 13-0809; and,

WHEREAS, on December 18, 2013, Administrative Action No. 13-7017 authorized supplemental agreement no. 2 for the assignment of all active Microsoft Enterprise Agreement (EA) contracts to SHI Government Solutions, Inc., originally awarded to Dell Marketing, LP by Council under Resolution No. 10-2809 and Resolution No. 13-0809, in accordance with the Change of Direct or Large Account Reseller as executed by the Texas Department of Information Resources (TX DIR) on August 13, 2013; and,

WHEREAS, on February 25, 2015, City Council authorized supplemental agreement no. 3 to increase the contract for the Microsoft true-up payment with SHI Government Solutions, Inc., through the State of Texas Department of Information Resources by Resolution No. 15-0349;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to execute (1) supplemental agreement no. 4 to increase the contract for additional Microsoft software licenses in the amount of \$683,147.00, from \$6,852,945.00 to \$7,536,092.00; and (2) the renewal of a five-year enterprise agreement for Microsoft software and services in the amount of \$16,788,926.50 with SHI Government Solutions, Inc. (502145) through the State of Texas Department of Information Resources for a total amount not to exceed \$17,472,073.50.

June 10, 2015

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$17,472,073.50.

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJ</u>	<u>FY</u>	<u>ENCUMBRANCE</u>	<u>AMOUNT</u>
0198	DSV	1622	2735	2015	DSV15MSO365A	\$ 683,147.00
0198	DSV	1622	3438	2016	DSV16MSELA	\$3,357,785.30
0198	DSV	1622	3438	2017	DSV17MSELA	\$3,357,785.30
0198	DSV	1622	3438	2018	DSV18MSELA	\$3,357,785.30
0198	DSV	1622	3438	2019	DSV19MSELA	\$3,357,785.30
0198	DSV	1622	3438	2020	DSV20MSELA	\$3,357,785.30

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

AGENDA ITEM # 8

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 9

DEPARTMENT: City Controller

CMO: Jeanne Chipperfield, 670-7804

MAPSCO: N/A

SUBJECT

Authorize the approval, for purposes of the Internal Revenue Code, of the project located in the City of Dallas benefitting The Dallas Arboretum & Botanical Society, Inc., to be financed by the issuance of tax exempt revenue bonds by the Red River Cultural Education Facilities Finance Corporation in an amount not to exceed \$35,000,000 - Financing: No cost consideration to the City

BACKGROUND

Red River Cultural Education Facilities Finance Corporation (the "Issuer") intends to issue improvement and refunding bonds (the "Bonds") whereby the Issuer would borrow money from bond holders and loan the proceeds to The Dallas Arboretum & Botanical Society, Inc. (the "Arboretum") to refinance outstanding loans incurred by the Arboretum (the "Outstanding Notes") in an aggregate principal amount not to exceed \$35,000,000. The funds borrowed by the Arboretum were used to finance the Children's Garden and the parking garage at the Arboretum. Because the Project is located within the City of Dallas, Section 147(f) of the Internal Revenue Code of 1986, and the Treasury regulations promulgated thereunder, require that in order for interest paid on the Bonds to be exempt from United States federal income taxation, an "applicable elected representative" of the City of Dallas must approve the issuance of the bonds after a public hearing following reasonable notice. A public hearing will be held following reasonable public notice at the administration offices of the Arboretum prior to the issuance of the Bonds.

The City of Dallas is not being asked to issue debt. The Bonds will not be an obligation, a debt, or a liability of the City and the City's name will not appear on the Bonds. The approval being requested is only for the purposes of complying with Texas laws as well as federal tax regulations regarding tax-exempt debt.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Budget, Finance and Audit Committee will be briefed on June 1, 2015.

FISCAL INFORMATION

No cost consideration to the City.

June 10, 2015

**RESOLUTION GIVING APPROVAL TO A PROJECT FOR
THE DALLAS ARBORETUM & BOTANICAL SOCIETY, INC.**

WHEREAS, the Red River Cultural Education Facilities Finance Corporation (the "Issuer") is empowered pursuant to Article 1528m, Texas Revised Civil Statutes, to enter into contractual obligations in order to assist institutions such as the hereinafter defined Borrower in financing or refinancing the acquisition, purchase, or lease, or the construction, renovation or other improvement of, facilities for cultural education or community benefit, including facilities and facilities incidental, subordinate or related thereto or appropriate in connection therewith; and

WHEREAS, the Dallas Arboretum & Botanical Society, Inc. (the "Borrower") has incurred loans (the "Outstanding Loan") to enable the Borrower to finance or refinance improvements at the Borrower's botanical garden located at 8617 Garland Road, in the City of Dallas; and

WHEREAS, the Borrower has requested that the Issuer enter into a loan agreement (the "Agreement") with the Borrower and a lending bank to provide funds in an amount not to exceed \$35,000,000 (the "2015 Loan") to enable the Borrower to refinance the Outstanding Loan; and

WHEREAS, pursuant to section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the Issuer has caused to be published a notice of a public hearing (the "TEFRA Notice") with respect to the refinancing of the 2007 Loan, and is scheduled to hold such a hearing after reasonable notice, on June 8, 2015, at the offices of the Borrower (the "TEFRA Hearing"); and

WHEREAS, pursuant to the provisions of section 147(f) of the Code, the City Council of the City of Dallas, after the TEFRA Hearing, following reasonable notice, must approve the 2015 Loan by the Issuer to enable the 2015 Loan to qualify as a tax-exempt obligation under the Code.

Now, Therefore,

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

Section 1. That the City Council, solely for the purposes of section 147(f) of the Code, hereby approves the proposed 2015 Loan by the Issuer for the benefit of the Borrower, for the purposes described in the preamble to this Resolution, in an amount not to exceed \$35,000,000.

June 10, 2015

Section 2. That the foregoing approval is given in accordance with the provisions of section 147(f) of the Code and for no other purposes and is not to be construed as an undertaking by the City of Dallas. The 2015 Loan shall not constitute a liability, indebtedness, or an obligation of the City of Dallas nor shall any of the assets of the City of Dallas be pledged to the payment of the 2015 Loan.

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

AGENDA ITEM # 9

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: City Controller
Aviation

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

A resolution authorizing: **(1)** the issuance and sale of Love Field Airport Modernization Corporation General Airport Revenue Bonds, Series 2015; in an aggregate principal amount not to exceed \$130,000,000 ("2015 Aviation Revenue Bonds"); and **(2)** enacting other provisions in connection therewith - Financing: No cost consideration to the City

BACKGROUND

On July 11, 2006, the City entered into the Five Party Agreement with the City of Fort Worth, The Dallas-Fort Worth International Airport Board, American Airlines, Inc., and Southwest Airlines Co. ("Southwest") to further the repeal of Dallas Love Field flight restrictions imposed by the Wright Amendment. The Five Party Agreement obligated the City to modernize Dallas Love Field ("the Airport"), through the Love Field Modernization Program ("LFMP").

The LFMP includes the design and construction of all of the facilities, infrastructure systems and equipment for the operation of a modernized terminal/concourse complex at Dallas Love Field, including the terminal building, aircraft parking apron, fueling system, baggage handling systems, roadways and terminal curbside, and other supporting infrastructure encompassed within the elements of the LFMP.

In June 2008, the City Council authorized the creation of a local government corporation, the Love Field Airport Modernization Corporation ("LFAMC"), pursuant to the requirements of Chapter 431, Subchapter D of the Texas Transportation Code to aid, assist, and act on behalf of the City in the performance of its governmental functions to facilitate the LFMP and provide a mechanism for financing its costs.

BACKGROUND (Continued)

On January 27, 2010, the City Council approved Resolution No. 10-0360, which authorized the LFAMC to issue bonds, in one or more series, in the principal amount not to exceed \$500,000,000, subject to certain parameters set forth in the resolution; authorized the LFAMC to enter into a special facilities agreement, a trust indenture, and a bond purchase agreement; and authorized the City Manager to enter into the special facilities agreement and a revenue credit agreement.

In November 2010, the LFAMC issued its Love Field Airport Modernization Corporation Special Facilities Revenue Bonds, Series 2010 (Southwest Airlines Co. - Love Field Modernization Project) in the aggregate principal amount of \$310,000,000 ("Series 2010 Bonds").

In May 2012, the LFAMC issued its Love Field Airport Modernization Corporation Special Facilities Revenue Bonds, Series 2012 (Southwest Airlines Co. - Love Field Modernization Project) in the aggregate principal amount of \$146,260,000 ("Series 2012 Bonds").

Since October, 2014, there has been a tremendous increase in airline passenger traffic leading to a scarcity of parking spaces at the airport for its patrons.

On January 28, 2015 the City Council authorized a resolution amending: (1) the Program Development Agreement by and among the City of Dallas ("the City"), Southwest Airlines Co. ("Southwest"); and the Love Field Airport Modernization Corporation ("LFAMC"); (2) the Ground Lease for the General Use Building by and between the City and Southwest; and (3) the Airport Use and Lease Agreement between the City and the signatory airlines serving Dallas Love Field to include the development of a future passenger parking garage at Dallas Love Field ("the LFMP Passenger Parking Garage"). The resolution also authorized interim financing of the initial project cost for the LFMP Passenger Parking Garage in the amount of \$8,000,000; said amount to be transferred to the Love Field Airport Modernization Corporation from Aviation Capital Construction Fund in order to allow the LFAMC to pay the initial project to be used for the permanent public parking garage at Love Field. Upon its receipt of proceeds from the contemplated sale of General Aviation Revenue Bonds ("GARBs") issued by the LFAMC, the LFAMC will repay the \$8,000,000 interim financing to the Aviation Capital Construction Fund (Resolution No. 15-0154).

On March 20, 2015, the LFAMC approved the payment of the LFMP Passenger Parking Garage initial project costs with the \$8,000,000 interim financing it receives from the Aviation Capital Construction Fund; subject to being reimbursed from the proceeds derived from the contemplated sale of the GARBs.

BACKGROUND (Continued)

The Department of Aviation and the City Controller's Office now desires that the City Council approve: (1) the issuance of 2015 Aviation Revenue Bonds in an amount not-to-exceed \$130,000,000 in one or more series, by the LFAMC on behalf of the City; and (2) authorize the closing of the sale of such 2015 Aviation Revenue Bonds, including the LFAMC entering into a Project Financing Agreement and an Indenture of Trust document, among other necessary and related documents, in order to complete the closing of the sale.

The repayment of the GARBS and the payment of other necessary costs of issuance of the GARBS will be secured by a pledged revenue fund established by an amendment to the airline leases at the Airport.

The City plans to use Underwriting Syndicate Team "B" which is comprised of Citigroup Global Markets Inc., Wells Fargo Bank N.A., Goldman Sachs & Co., Piper Jaffray, Stifel Nicolaus & Co. Inc., Frost Bank, Loop Capital Markets L.L.C., Samuel A. Ramirez & Co., and Stern Brothers & Company. Stern Brothers & Co. will be the Bookrunning Senior Manager and Goldman Sachs & Co. will serve as the Co-Senior Manager.

In order to provide security for the payment of the 2015 Aviation Revenue Bonds, the City and the LFAMC will enter into a "Project Financing Agreement". The City will agree to transfer to the LFAMC revenues from the operation of Love Field after paying operation and maintenance expenses and funding an operation and maintenance reserve. The LFAMC will assign its rights under the Project Financing Agreement to the trustee administering the funds and accounts to be established for the benefit of the owners of the 2015 Aviation Revenue Bonds.

ESTIMATED SCHEDULE OF PROJECT

Approval of parameters ordinance	June 10, 2015
Pricing	June 23, 2015
Execution of the Bond Purchase Agreement	June 24, 2015
Deliver of Proceeds	July 22, 2015

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

City Council approved the Five Party Agreement on June 28, 2006, by Resolution No. 06-1838.

City Council authorized the creation of the LFAMC on June 25, 2008, by Resolution No. 08-1876.

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

City Council authorized the LFAMC to issue bonds, in one or more series, in the principal amount not to exceed \$500,000,000, subject to certain parameters set forth in the resolution; authorized the LFAMC to enter into a special facilities agreement, a trust indenture, and a bond purchase agreement; and authorized the City Manager to enter into the special facilities agreement and a revenue credit agreement on January 27, 2010, by Resolution No. 10-0360.

LFAMC issued the Series 2010 Bonds in the aggregate principal amount of \$310,000,000 on November 3, 2010.

The Transportation and Environment Committee was provided a briefing memo on the issuance of LFAMC Series 2012 Bonds for its May 14, 2012 meeting.

LFAMC board passed a resolution authorizing, subject to City Council approval, the issuance of the Series 2012 Bonds; execution of a first amendment to the special facilities agreement, a first supplemental trust indenture, and a new bond purchase agreement; the use of a preliminary official statement and the use and execution of a final official statement on May 14, 2012.

Budget, Finance, and Audit Committee was briefed about upcoming bond sale on May 18, 2015.

Budget, Finance, and Audit Committee will be briefed on June 1, 2015.

FISCAL INFORMATION

No cost consideration to the City

RESOLUTION APPROVING THE ISSUANCE OF BONDS
BY THE LOVE FIELD AIRPORT MODERNIZATION CORPORATION
IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$130 MILLION
AND THE FINANCING DOCUMENTS RELATING TO THE SALE OF SUCH
BONDS

WHEREAS, Love Field Airport Modernization Corporation (the "Corporation") was created under the auspices of the City of Dallas, Texas (the "City"); and

WHEREAS, the Corporation was created in part for the purpose of assisting the development and redevelopment of Dallas Love Field ("Love Field"); and

WHEREAS, the City desires that the Corporation assist in the financing of components of the Love Field Modernization Program (the "LFMP") at Love Field; and

WHEREAS, the Corporation is seeking to issue general airport revenue bonds to finance components of the LFMP, specifically, the design and construction of a public parking garage consisting of approximately 5,000 spaces, and related improvements (the "Project"); and

WHEREAS, the City and the Corporation propose to enter into a Project Financing Agreement (the "Project Financing Agreement"), pursuant to the which the City agrees to transfer revenues to the Corporation, after providing for the payment of operation and maintenance expenses at Love Field, and funding an operation and maintenance reserve at Love Field, sufficient to pay debt service on general airport revenue bonds issued by the Corporation on behalf of the City, to attain or maintain the required reserve fund for general airport revenue bonds issued by the Corporation, and to pay the fees and expenses of the trustee and the paying agent/registrar administering the funds and accounts held for the payment of debt service on the general airport revenue bonds issued by the Corporation on behalf of the City;

WHEREAS, the City reserved the right to approve the issuance of bonds by the Corporation issued to fulfill the purposes described in the LFMP; and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS, TEXAS THAT:

Section 1. The resolution (herein referred to as the "Bond Resolution") to be adopted by the Corporation, in substantially the form and substance as attached to this Resolution and made a part hereof for all purposes, are hereby approved, and general airport revenue bonds in a principal amount not to exceed \$130,000,000 (the "Bonds"), may be issued for the

purpose of providing all or a portion of the cost of the Project; and the Bond Resolution, the Bonds and the Project are hereby approved. The parameters relating to the sale of the Bonds, as set forth in Section 7.1 of the Bond Resolution, must be complied with by the Corporation for the sale and delivery of the Bonds to be effected by the Corporation.

Section 2. The Project Financing Agreement, in substantially the form attached to this Resolution and made a part hereof for all purposes, is hereby approved; and the City Manager or his designee is hereby authorized to execute the Project Financing Agreement on the part of the City.

Section 3. The City agrees that, in connection with the sale and delivery of the Bonds, the City shall comply with the provisions of Section 6.3(c) of the Bond Resolution.

Section 4. This Resolution shall be effective immediately from and after its passage.

STATE OF TEXAS §

COUNTY OF DALLAS §

**PROJECT FINANCING AGREEMENT BY AND BETWEEN
THE CITY OF DALLAS, TEXAS AND
THE LOVE FIELD AIRPORT MODERNIZATION CORPORATION**

THIS PROJECT FINANCING AGREEMENT is made by and between the City of Dallas, Texas, a municipal corporation organized under the laws of the State of Texas (the “City”) and the Love Field Airport Modernization Corporation, a not-for-profit local government corporation organized and existing under Chapter 431, Subchapter D of the Texas Transportation (the “LFAMC”).

W I T N E S S E T H:

WHEREAS, the City Council authorized the creation of the LFAMC as a local government corporation for the public purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the City, including the development of the geographic areas of the City included at or in the vicinity of Love Field, a public airport owned and operated by the City (“Love Field”); and

WHEREAS, the LFAMC has heretofore issued bonds to finance components of the Love Field Modernization Program (the “LFMP”), the City’s program to redevelop the terminal building area of Love Field, and the issuance of such bonds was approved by the City Council; and

WHEREAS, the City and the LFAMC have determined that it will be advisable to have the LFAMC assist the City in financing a public parking garage located at Love Field containing approximately 5,000 parking spaces, together with the associated airport improvements, tasks and activities necessary for the design and construction of the public parking garage, as more fully described in Exhibit A to this Agreement (the “Project”), and to provide other services as further described in this Agreement; and

WHEREAS, the Project is a component of the LFMP; and

WHEREAS, the City finds that the execution of this Agreement is necessary to the execution of a power granted to the City and for a purpose provided for by Chapter 22, Texas Transportation Code; and

WHEREAS, it is the intention of the parties to this Agreement that, subject to the limitations prescribed in this Agreement and its Articles of Incorporation, the LFAMC shall have the authority to issue, sell or deliver its bonds, notes, or other obligations in such amounts as may be necessary to provide for the design and construction of the Project and the funding of any necessary reserve fund or capitalized interest accounts and the payment of the costs of issuance of such bonds, notes, or other obligations, and perform other activities as further described in this Agreement; and

WHEREAS, the City agrees to pay for the LFAMC's activities performed pursuant to this Agreement, including specifically, but not by limitation, the issuance of bonds, notes or other obligations to finance the Project, from Net Revenues as provided in this Agreement, Chapter 22, Texas Transportation Code, and Chapter 431, Texas Transportation Code (the "Act"); and

WHEREAS, the LFAMC was created in part to aid and assist the City in the manner set forth above, and the LFAMC is willing to enter into a contract with the City setting forth the duties and responsibilities of the LFAMC and the City in connection with financing the Project.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed as follows:

I. DEFINITIONS

"Act" shall mean Chapter 431, Texas Transportation Code.

"Agreement" shall mean this Agreement between the City and the LFAMC.

"Airport Cost Centers" shall have the meaning given said term in the Lease.

"Airport System" shall mean all airport, heliport and aviation facilities, or any interest therein, now or from time to time hereafter owned, operated or controlled by the City. The Airport System currently includes Love Field, Dallas Executive Airport, and the City's downtown heliport.

"Aviation Capital Fund" shall mean the fund by that name maintained by the City in accordance with the Lease.

"Aviation Revenue Fund" shall mean the fund by that name maintained by the City in accordance with the Lease.

“Bond Documents” shall mean the resolution of the LFAMC authorizing the issuance of a series of Bonds and any trust indenture or supplement thereto executed by the LFAMC in connection with the issuance of a series of Bonds.

“Bond Proceeds” shall mean the net proceeds from the sale of the Bonds.

“Bonds” shall mean the bonds issued by the LFAMC to finance improvements at Love Field, including specifically the Project.

“City” shall mean the City of Dallas, Texas.

“GARB Debt Service Fund” shall mean the fund maintained by the City in accordance with the Lease to pay debt service on any bonds, notes or other obligations payable from the revenues generated by the Airport System that may be issued from time to time by the City or the LFAMC to finance improvements at Love Field, including, without limitation, the Project.

“GARB Debt Service Reserve Fund” shall mean the fund maintained by the City in accordance with the Lease to fund or restore any debt service reserve fund established in support of any bonds, notes or other obligations that may be issued from time to time by the City or the LFAMC to finance improvements at Love Field that are payable from the revenues generated by the Airport System, including, without limitation, the Project.

“Generally Accepted Accounting Principles” shall mean such accepted accounting practice that conforms at the time to a body of generally accepted accounting principles as applied to governmental units such as the City.

“Lease” shall mean the Airport Use and Lease Agreement executed by the City and the commercial airline users operating at Love Field, in connection with the lease and use of certain portions of Love Field by commercial aviation users of Love Field.

“LFAMC” shall mean the Love Field Airport Modernization Corporation.

“LFAMC Board” shall mean the Board of Directors of the LFAMC.

“LFMP” shall mean the Love Field Modernization Program.

“Love Field” shall mean the public airport owned and operated by the City known as Dallas Love Field.

“Net Revenues” shall mean the revenues of the Airport System deposited to the credit of the Aviation Revenue Fund in accordance with the terms of each Lease and that are available after the funding of the O&M Account and the O&M Reserve Account (each as defined in the Lease) and deposited to the credit of the GARB Debt Service Fund, all as

provided in the Lease.

“Pledged Revenue Fund” shall mean the fund established by the LFAMC in the Bond Documents and held and administered by the Trustee, into which Net Revenues are to be deposited.

“Project” shall mean the approximately 5,000 space public parking garage at Love Field as described in the preamble to this Agreement, together with the associated airport improvements, tasks and activities necessary for the design and construction of the public parking garage, as more fully described in Exhibit A to this Agreement.

“State” shall mean the State of Texas.

“Trustee” shall mean the financial institution so designated in the Bond Documents.

II. SCOPE OF SERVICES BY LFAMC

The LFAMC and the City shall cooperate and coordinate their activities with respect to the commencement, financing, design and construction of improvements at Love Field, including specifically the Project, so that the commencement, financing, design and construction of any such improvements shall occur at such times as are necessary or desirable to meet the construction time requirements of the City. To that end, the LFAMC may directly transfer, or cause to be transferred, to the construction manager of the Project, or to the City for transfer to the construction manager of the Project, as designated by the City, such funds derived from Bond Proceeds to provide funding for the Project, in the manner as further provided for in the Bond Documents.

III. LFAMC OBLIGATIONS

A. General Statement. The parties have agreed that the LFAMC has the authority to issue Bonds, in one or more series, the debt service on which shall be repaid from moneys to be paid by the City, in furtherance of the implementation and development of the LFMP. The obligation of the City to make such payments shall be derived solely from Net Revenues, and the City shall not be obligated to make funds available from moneys raised or to be raised from taxation.

B. Power to Issue Bonds. Subject to the provisions of this Article, the LFAMC shall have the power from time to time to issue Bonds upon such terms and conditions as the LFAMC and the City shall determine to be necessary or desirable to finance the Project consistent with the LFMP.

C. Bonds.

1. To effect the financing of the Project, the LFAMC may issue its Bonds in an amount necessary to finance the design and construction of the Project and pay any costs associated therewith (including amounts necessary to fund reserve funds and capitalized interest accounts for the Bonds and to pay costs of issuance of the Bonds), which will be repaid by the LFAMC from payments made by the City pursuant to this Agreement. The issuance of Bonds by the LFAMC shall be subject to the approval of the City by a resolution duly adopted by the City Council. The deposit and disbursement of Bond Proceeds shall be made in accordance with the Bond Documents.

2. The LFAMC agrees to commence the process to issue and sell the Bonds from time to time, at such times and in such amounts as are required to produce Bond Proceeds in an amount sufficient to accommodate the design and construction of the Project and to pay other costs associated therewith as necessary. The LFAMC shall issue and sell the Bonds, from time to time, and shall hold and disburse the Bond Proceeds as provided in this Agreement and the Bond Documents. The parties hereto acknowledge that it is the intention of the parties that the Project be financed in a manner that interest on Bonds is excludable from taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and regulations promulgated thereunder.

3. Bonds issued by the LFAMC shall be secured, in whole or in part, by funds received from the City, including, without limitation, the Net Revenues, and deposited, or cause to be deposited, by the LFAMC from time to time in the Pledged Revenue Fund. The LFAMC agrees to provide to the City copies of any proposed trust indenture or bond resolution in connection with any issuance of Bonds prior to their approval by the LFAMC Board. In addition, to the fullest extent permitted by law, the LFAMC agrees that it will not revoke or amend any orders, resolutions or other actions relating to the issuance, sale or delivery of Bonds, except as provided in the resolutions, indentures or other instruments adopted or executed in connection with the sale of the Bonds. To the extent Bonds are issued as obligations, the interest on which is intended to be excludable from the income of the holders thereof for federal income tax purposes, the LFAMC agrees that it will take all actions necessary to ensure that the interest payable on the Bonds is and remains excludable from the income of the holders thereof under the Code, and regulations promulgated thereunder.

4. All Bond Proceeds received from the issuance of Bonds shall be deposited into such funds and accounts, and disbursed in such manner and at such times, as shall be provided for in the Bond Documents. All Bond Proceeds shall be held separate and apart from and shall not be commingled with any other funds of the

LFAMC. Bond Proceeds shall be expended only for costs of the Project as further described in Article III.C.1 of this Agreement.

5. To the extent necessary or desirable, the Bond Documents may provide that a reserve fund be established and funded as mutually agreeable to the LFAMC and the City to provide additional security for the holders of the Bonds in support of the payment of the principal and interest on the Bonds and/or to retire a portion of the Bonds.

D. Accounting. Complete books and records shall be maintained showing deposits to and disbursements from the GARB Debt Service Fund and the GARB Debt Service Reserve Fund maintained by the City, and the Pledged Revenue Fund or other funds of the LFAMC created in accordance with the Bond Documents, which books and records shall be deemed complete if kept in accordance with Generally Accepted Accounting Principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the City or LFAMC Board during normal business hours upon request made not less than five (5) business days prior to the date of such examination. The City and the LFAMC shall maintain such books and records throughout the term of this Agreement and for three (3) years thereafter, all subject to any applicable requirements of the laws of the State.

E. Use of Net Revenues. The LFAMC will use the moneys in the Pledged Revenue Fund in the following priority:

1. First, to pay all principal of, interest on, premium (if any) and to fund any reserves necessary or desirable in connection with such Bonds, at the respective times and in the respective amounts as fixed and prescribed in the resolution or resolutions pursuant to which such Bonds are issued by the LFAMC;
2. Second, to make deposits to any debt service reserve fund established in accordance with the Bond Documents to attain or maintain the required reserve amount as provided for in the Bond Documents;
3. Third, to the payment of the fees and expenses of the Trustee and Paying Agent/Registrar due and owing, for the next twelve (12) month period; and
4. Fourth, as directed by the LFAMC, to pay any costs the LFAMC may incur in connection with the administration of the funds and accounts established under the Bond Documents in addition to those incurred to pay the fees and expenses of the Trustee and the Paying Agent/Registrar; provided that immediately prior to any such transfers the deposits required or payments made by clauses *First* through *Third* above have been made or provided for.

The foregoing notwithstanding, any pledge or deposit of monies in the Pledged Revenue

Fund shall be made in accordance with the provisions of the Bond Documents.

F. Pledge of Pledged Revenue Fund. The LFAMC may pledge and assign all or a part of the Pledged Revenue Fund and the Net Revenues to be deposited to the credit of the Pledged Revenue Fund to the owners and holders of Bonds of the LFAMC or to the Trustee acting on their behalf.

G. Depository. The Pledged Revenue Fund is the account into which the Net Revenues shall be deposited pursuant to this Agreement. Any moneys received from investing and reinvesting the moneys deposited to the credit of the Pledged Revenue Fund shall remain in the Pledged Revenue Fund until used by the LFAMC for the purposes permitted by this Agreement in accordance with Article III.G. Moneys in the Pledged Revenue Fund may be invested and reinvested by the LFAMC only in investments which would be eligible for investment by the City pursuant to the provisions of the Public Funds Investment Act (Chapter 2256, Texas Government Code), consistent with the City's written investment policy. Moneys on deposit in the Pledged Revenue Fund will be secured in the same manner as City funds are required to be secured at the City's depository bank.

H. Bond Consultants. McCall, Parkhurst & Horton L.L.P., Dallas, Texas and Escamilla & Poneck LLP, San Antonio, Texas, shall act as co-bond counsel for Bonds issued by the LFAMC. Andrews Kurth LLP, Dallas, Texas and Gonzales Saggio & Harlan LLP, Atlanta, Georgia, shall act as co-disclosure counsel for Bonds issued by the LFAMC. First Southwest Company, LLC, Dallas, Texas and Estrada Hinojosa & Company, Inc., Dallas, Texas, shall act as co-financial advisors to the LFAMC. Stern Brothers & Co. shall act as the senior managing underwriters for the first series of Bonds issued by the LFAMC.

IV. DUTIES AND RESPONSIBILITIES OF THE CITY

A. Duties of City. Throughout the term of the Bonds, the City agrees to own and operate the Airport System and to charge and collect rates, fees, and revenues for the use and operation of Airport System, including, without limitation, terminal rentals, landing fees, fees charged to concessionaires and charges for use of parking facilities at Love Field (including the Project), in amounts sufficient to generate revenues sufficient to maintain Love Field, including specifically the Project, at the standards required by the Lease, including, without limitation, the standards in respect to the Airport Cost Centers effected and managed in accordance with the provisions of the Lease, and to make deposits to the GARB Debt Service Fund and the GARB Debt Service Reserve Fund in amounts sufficient to make the required deposits to the Pledged Revenue Fund and any reserve fund established in respect to the Bonds, all as provided in this Agreement.

B. Funds. The City will establish separate funds as provided in the Lease, including specifically the Aviation Revenue Fund, the GARB Debt Service Fund and the

GARB Debt Service Reserve Fund, for the benefit of the LFAMC, the trustee named in the Bond Documents, and the owners of the Bonds. During the term of this Agreement, the City will pay the LFAMC, on a monthly basis on the first business day of each month, all monies then available in the GARB Debt Service Fund and hereby pledges such monies to such payments. Upon receipt, the LFAMC shall deposit or cause to be deposited such funds in the Pledged Revenue Fund and use them in accordance with Article III.E. In addition, during the term of this Agreement, the City will pay to the LFAMC, upon its request delivered to the City in writing, from the GARB Debt Service Reserve Fund amounts sufficient to restore any deficiency that may occur upon the use of moneys in any reserve fund established in accordance with the Bond Documents.

C. Limitation of Source of Payment. The City shall have no financial obligation to the LFAMC other than as provided in this Agreement or in other agreements between the City and the LFAMC. The obligation of the City to the LFAMC under this Agreement is limited to the Net Revenues, and shall not be payable from moneys raised or to be raised by taxation. This Agreement shall create no obligation on the City which is payable from taxes or other moneys of the City other than the Net Revenues. For so long as any Bonds of the LFAMC secured by Net Revenues are outstanding and unpaid, the City covenants and agrees to operate and maintain the Airport System in accordance with the provisions of the Lease, and to meet its obligations under this Agreement to collect Net Revenues sufficient to meet its payment obligations under this Agreement.

D. Allocated Funds: Limitation of Duties. The duty of the City to pay money to the LFAMC for any purpose under this Agreement is limited in its entirety by the provisions of this Article. The payments herein provided for shall be the entire and complete compensation of the LFAMC for its services and expenses in connection herewith.

E. Collection and Payment of Net Revenues by the City. In consideration of the issuance of the Bonds by the LFAMC to finance the Project, the City covenants and agrees that it will, as authorized under the Act and other applicable laws, continuously collect the Net Revenues during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City further covenants and agrees that it will not amend the Lease in any manner that adversely affects the rights of the holders of the Bonds. In addition, the City covenants and agrees that it will not dissolve the LFAMC and that any repeal of the right and power to collect the Net Revenues will not be effective until all Bonds have been paid in full or until they are legally defeased. The City further covenants and agrees that it will make all payments as set forth in Article IV.B. above, by a direct deposit into the Pledged Revenue Fund, without counterclaim or offset, but minus any expenses incurred by the City in connection with the collection of the Net Revenues.

F. Transfers from GARB Debt Service Reserve Fund. If any debt service reserve fund established in accordance with the Bond Documents is drawn upon to make up any deficiency in any debt service fund established in accordance with the Bonds Documents to enable the timely payment of principal of or interest on the Bonds when due, the City agrees

to cause Net Revenues to be deposited in the GARB Debt Service Reserve Fund and promptly transfer moneys deposited to the credit of the GARB Debt Service Reserve Fund to the Trustee to restore the amounts on deposit in such debt service reserve fund to the required reserve amount as provided for in the Bond Documents.

G. Obligations of City to be Absolute. The obligation of the City to make the payments set forth in this Agreement from Net Revenues shall be absolute and unconditional, and until such time as this Agreement and all Bonds and issued pursuant to this Agreement have been fully paid or provision for payment thereof shall have been made in accordance with their terms, the City will not suspend or discontinue any payments provided for in this Agreement and will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the failure of the LFAMC to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement. Nothing contained in this section shall be construed to release the LFAMC from performance of any of the agreements on its part contained in this Agreement, and in the event the LFAMC shall fail to perform any such agreement on its part, the City may institute such action against the LFAMC as the City may deem necessary to compel performance so long as this action does not abrogate the obligations of the City to make the payments set forth in this Agreement to pay the Bonds of the LFAMC or to meet its obligations under this Agreement.

V. CONSTRUCTION OF THE PROJECT

A. Construction of the Project. The design and construction of the Project shall commence and proceed in the manner directed by the City. The costs of the Project are intended to be payable from Bond Proceeds; however, the City reserves the right to cause funds to be made available from other sources, including, without limitation, the Aviation Capital Fund created and maintained in accordance with the Lease.

B. Disbursements of Bond Proceeds. The Bond Documents shall provide for a procedure by which Bond Proceeds may be disbursed for paying costs of design and construction of the Project. Any disbursement of Bond Proceeds for such purpose must be approved by the City, acting through the Director of Aviation, prior to the disbursement of moneys to the construction manager for the Project or the vendors to whom payment has been approved. Each disbursement request from the fund or account designed for such disbursement by the Bond Documents shall have attached for each item for which payment is sought, to the extent applicable, evidence of payment (e.g., paid invoices or canceled checks) or evidence that payment is due, in a form reasonably satisfactory to the City.

C. Completion Date. The expected date of completion of the Project shall be evidenced by a certificate signed by the City to the effect that: (i) that the design and completion of the Project has been completed and (ii) the City has made a reasonable investigation of such sources of information it deems necessary and is of the opinion that the

Project has been fully paid for and that no claim or claims exist against the properties that comprise the Project, out of which a lien based on furnishing labor or material for the Project might ripen. Such certificate shall be delivered within one hundred twenty (120) days of the first day on which the conditions set forth in both (i) and (ii) above have been satisfied.

D. Remedies Against Contractors, Subcontractors and Suppliers. In the event of default or breach by any contractor, subcontractor, manufacturer or supplier under any contract made in connection with the design and construction of the Project, the City may, in its discretion, either separately or in conjunction with the construction manager for the Project, pursue the remedies of the LFAMC, the City and/or the construction manager against the contractor, subcontractor, manufacturer or supplier so in default and against any surety for the performance of that contractor, subcontractor, manufacturer or supplier, or against a contractor, subcontractor, manufacturer or supplier for breach of warranty, in the manner consistent with the construction of the terminal project at Love Field, for which the LFAMC issued bonds for the financing thereof. Any amount recovered by way of damages, refunds, adjustment or otherwise in connection with the foregoing shall be disbursed in the manner agreed upon by the City and the construction manager for the Project.

E. Ownership of the Project. Upon the completion of the Project and its acceptance by the City, title to the Project shall be vested in the City, and the LFAMC and the City shall execute and deliver such documents as shall be necessary to reflect title to the Project is in the name of the City.

F. Transfer of Net Revenues Unconditional. Anything in this Article to the contrary, the obligation of the City to transfer Net Revenues to the LFAMC in accordance with the terms of the Bond Documents shall remain in effect until such time as the Bonds are no longer outstanding under their terms and the terms of the Bond Documents.

VI. PERSONAL LIABILITY OF PUBLIC OFFICIALS

To the extent permitted by State law, no director of the LFAMC, nor any employee or agent of the LFAMC, and no employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement, or operations of the LFAMC under the terms of this Agreement.

VII. LAW TO BE OBSERVED

The LFAMC at all times shall observe and comply with all federal and State laws, local laws, ordinances, orders, and regulations of the federal, State, county, or city governments.

VIII. INFORMATION

The LFAMC shall, at such times and in such form as the City may require, furnish periodic information concerning the status of the LFAMC and the performance of its obligations under this Agreement, and such other statements, certificates and approvals relative to the LFAMC as may be requested in writing by the City. The City covenants and agrees that it shall provide the LFAMC with such information as may be necessary for the LFAMC to satisfy its continuing disclosure obligation as set forth in the Bond Documents.

IX. COORDINATION WITH CITY OFFICIALS

The LFAMC will coordinate its activities with the City Manager or the City Manager's designee. Nothing in this Agreement is intended to confer upon the LFAMC the right to use, improve, or service any City property without the approval of the City.

X. ADDRESS AND NOTICE

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the LFAMC at the following address:

President, Board of Directors
Love Field Airport Modernization Corporation
City of Dallas
1500 Marilla, 7DN
Dallas, Texas 75201

Any and all notices and communications under this Agreement shall be mailed by first-class mail, or delivered, to the City at the following addresses:

City Manager
City of Dallas
1500 Marilla, 4DN
Dallas, Texas 75201

City Attorney
City of Dallas
1500 Marilla, 7DN
Dallas, Texas 75201

XI. APPLICABLE LAWS

THIS AGREEMENT IS MADE SUBJECT TO THE CONSTITUTION AND LAWS OF THE STATE.

XII. CAPTIONS

The captions at the beginning of the Articles of this Agreement are guides and labels to assist in locating and reading such Articles and, therefore, will be given no effect in construing this Agreement and shall not be restrictive of the subject matter of any article, section, or part of this Agreement.

XIII. SUCCESSORS AND ASSIGNS

This Agreement shall bind and benefit the respective parties and their legal successors, and shall not be assignable, in whole or in part, by any party hereto without first obtaining the written consent of the other party, except that the LFAMC shall assign its rights hereunder to Wells Fargo Bank, National Association, as Trustee, under the Indenture of Trust dated as of July 1, 2015, to secure the Bonds. Nothing herein shall be construed as creating any personal liability on the part of any officer or agency of the City or of the LFAMC.

XIV. TERM AND TERMINATION, DISSOLUTION OF LFAMC

A. In General. This Agreement shall become effective, and its initial term shall begin, on the date of execution by all parties, and shall end once all Bonds issued by the LFAMC for the Project are no longer outstanding by their terms.

B. Termination for Cause. A party may terminate its performance under this Agreement only upon default by another party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate all or part of its duties under this Agreement as of the thirtieth (30th) day following the receipt by the defaulting party of a notice describing such default and intended termination, provided, that such termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default. Notwithstanding the foregoing provisions of this Clause B, (a) this Agreement shall not be terminated while any Bond is outstanding in accordance with its terms and (b) no termination of this Agreement will affect the obligation of the City to pay from Net Revenues an amount which will permit the LFAMC to pay in full all amounts due and to become due on the Bonds issued pursuant to this Agreement prior to termination.

C. Dissolution of LFAMC. The City agrees not to dissolve the LFAMC unless it makes satisfactory arrangements to provide for the payment in full of the Bonds issued prior to its dissolution.

**XV.
AMENDMENT OR MODIFICATIONS**

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto. The foregoing notwithstanding, no amendment shall become effective until the parties have received an opinion of nationally-recognized bond counsel selected by the LFAMC and approved by the City to the effect that such amendment will not adversely impair the rights of the owners of any outstanding bonds, notes or other obligations issued by the LFAMC.

**XVI.
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same instrument.

EXECUTED this ____ day of _____, 2015, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 15-____, as approved by the City Council on June 10, 2015, and by the the LFAMC, acting through their duly authorized officials.

APPROVED AS TO FORM:
WARREN M.S. ERNST, City Attorney

CITY OF DALLAS
A.C. GONZALEZ, City Manager

By: _____
Robert Sims
Assistant City Attorney

By: _____
Ryan Evans
First Assistant City Manager

[CITY SEAL]

LOVE FIELD AIRPORT MODERNIZATION CORPORATION

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

[SEAL]

EXHIBIT A

The Project consists of the following elements:

The design and construction of a new parking garage (Garage C) located adjacent to the ticketing lobby at Love Field. Garage C is designed to contain nine levels, two levels below grade and seven levels above grade. Garage C is expected to have approximately 5,000 parking spaces.

The redevelopment of the cell phone lot, a surface parking lot to accommodate short-term parking for persons with vehicles waiting to pick up passengers, including modification to curbs and site drainage structures, storm water piping, pole mounted lighting, surface lot paving repairs, and modifications, pavement markings, way-finding signage, an outdoor Flight Information Display System, and landscaping.

Demolition of the East Satellite Building.

Relocation of utility lines around the footprint of Garage C.

A Parking Revenue Control System to be installed in parking garages A, B and C.

A Parking Guidance System to be installed in parking garages A, B and C.

Development of offices for the Dallas Police Department and other law enforcement functions, the Program Management Team at Love Field, the Airport Communications Center, the Aviation Department's Operations Division, the Aviation Department's Information Technology Division, the Love Field badging office, all being relocated as a result of the construction of Garage C.

RESOLUTION AUTHORIZING THE ISSUANCE OF LOVE FIELD AIRPORT MODERNIZATION CORPORATION GENERAL AIRPORT REVENUE BONDS, SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$130,000,000; APPROVING A BOND PURCHASE CONTRACT AND OTHER CONTRACT DOCUMENTS RELATING TO THE SERIES 2015 BONDS; AND CONTAINING OTHER PROVISIONS RELATED THERETO

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOVE FIELD AIRPORT MODERNIZATION CORPORATION:

ARTICLE I

RECITALS

WHEREAS, the City Council of the City of Dallas (the “City”) authorized the creation of the Love Field Airport Modernization Corporation (the “Corporation”) as a local government corporation for the public purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the City, including the development of the geographic areas of the City included at or in the vicinity of Love Field, a general aviation airport owned and operated by the City (“Love Field”); and

WHEREAS, the Corporation has heretofore issued bonds to finance components of the Love Field Modernization Project (the ALFMP®), and the issuance of such bonds was approved by the City Council; and

WHEREAS, the City and the Board of Directors of the Corporation have determined that it will be advisable to have the Corporation assist the City in financing a parking garage containing approximately 5,000 parking spaces and related infrastructure, together with the associated airport improvements, tasks and activities necessary for the design and construction of the public parking garage located at Love Field, as more fully described in Exhibit A to the hereinafter described Project Financing Agreement (the “Project”); and

WHEREAS, to that end, the City and the Corporation have negotiated and will authorize the execution of a Project Financing Agreement, dated as of July 1, 2015, to provide for the design, construction and financing of the Project; and

WHEREAS, the Project is a component of the LFMP; and

WHEREAS, as permitted by Chapter 431, Texas Transportation Code, as amended, the Corporation desires to issue bonds upon the terms and conditions and for the purposes herein provided.

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1: Definitions. In this Resolution, the following terms shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined herein shall have the meanings assigned to such terms in the Indenture:

The term "Audit" shall mean the comprehensive annual financial report of the City.

The term "Authorized Denominations" shall mean \$5,000 or any integral multiple of \$5,000.

The term "Authorized Representative" shall mean the President or the Vice President of the Corporation, or any other person designated by the Board of Directors of the Corporation to act in such capacity. For purposes of executing the Purchase Contract, the term "Authorized Representative" includes the Chief Financial Officer of the City.

The term "Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

The term "Defeasance Securities" shall mean (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Corporation adopts or approves proceedings authorizing the issuance of refunding bonds or, if such defeasance is not in connection with the issuance of refunding bonds, on the date the Corporation provides for the funding of an escrow to effect the defeasance of Parity Bonds, are rated as to investment quality by a nationally-recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Corporation adopts or approves proceedings authorizing the issuance of refunding bonds or, if such defeasance is not in connection with the issuance of refunding bonds, on the date the Corporation provides for the funding of an escrow to effect the defeasance of Parity Bonds, are rated as to investment quality by a nationally-recognized investment rating firm not less than "AAA" or its equivalent, or (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Parity Bonds under the then applicable laws of the State of Texas.

The term "Designated Trust Office" shall mean the designated corporate trust office of the Registrar, which, as of the date of adoption of this Resolution, is located in Dallas, Texas.

The term "EMMA" shall mean the Electronic Municipal Market Access system administered by the MSRB.

The term "Federal Securities" shall mean direct, noncallable obligations of the United States

of America, including obligations that are unconditionally guaranteed by the United States of America.

The term "Indenture" shall mean the Indenture of Trust dated as of July 1, 2015 between the Corporation and Wells Fargo Bank, National Association, as trustee, and its successors in that capacity.

The term "Issuance Date" shall mean the date on which the Series 2015 Bonds are authenticated by the Registrar and delivered to and paid for by the Underwriters.

The term "Love Field" has the meaning given said term in the preamble to this Resolution.

The term "MSRB" shall mean the Municipal Securities Rulemaking Board.

The terms "Paying Agent", "Paying Agent/Registrar" and "Registrar" shall mean Wells Fargo Bank, National Association, and its successors in that capacity.

The term "Project" shall mean the design and construction of a parking garage containing approximately 5,000 spaces and related infrastructure and improvements, located at Love Field, as more fully described in Exhibit A to the Project Financing Agreement, to be financed with the proceeds of bonds, including the Series 2015 Bonds.

The term "Purchase Contract" shall mean the Bond Purchase Agreement between the Corporation and the Underwriters, executed in connection with the sale of the Series 2015 Bonds.

The term "Record Date" shall mean, for any Interest Payment Date, the last Business Day of the month next preceding each Interest Payment Date.

The term "Resolution" or "Bond Resolution" shall mean this resolution, and all amendments hereof and supplements hereto.

The term "Rule" means SEC Rule 15c2-12, as amended from time to time.

The term "SEC" means the United States Securities and Exchange Commission.

The term "Series 2015 Bonds" or "Bonds" shall mean the Corporation's General Airport Revenue Bonds, Series 2015, authorized by this Resolution.

The term "Special Record Date" has the meaning given said term in the FORM OF BOND set forth in Exhibit A to this Resolution.

The term "Underwriters" shall mean Stern Brothers & Co., as senior managing underwriter, and such other investment banking firms named in the Purchase Contract.

Section 2.2: Interpretations. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Resolution have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Resolution is adopted by the Corporation and any future amendments thereto or successor provisions thereof. This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Parity Bonds.

ARTICLE III

TERMS OF THE BONDS

Section 3.1: Maximum Amount, Purpose, Authorization. The Series 2015 Bonds shall be issued in fully registered form, without coupons, in an aggregate principal amount not to exceed \$130,000,000 for the purpose of (1) paying the costs of the Project, (2) making an initial deposit to the Reserve Fund and (3) paying Costs of Issuance, all under and pursuant to the authority of the Act and all other applicable law.

Section 3.2: Sale of the Series 2015 Bonds. The sale of the Series 2015 Bonds to the Underwriters, at the price, terms and conditions set forth in the Purchase Contract, is hereby approved. The Authorized Representative is hereby authorized to act for and on behalf of the Corporation in connection with the issuance and sale of the Series 2015 Bonds and pursuant to such authority may execute and deliver the Purchase Contract, substantially in the form attached to this Resolution. The Authorized Representative's approval of the Purchase Contract shall be conclusively evidenced by the execution thereof. The execution of the Purchase Contract shall be subject to the terms of Section 7.1 hereof.

Section 3.3: Execution of Series 2015 Bonds. The Series 2015 Bonds shall be signed on behalf of the Corporation by the President and countersigned by the Secretary by their manual, lithographed, or facsimile signatures. Such facsimile signatures on the Series 2015 Bonds shall have the same effect as if each of the Series 2015 Bonds had been signed manually and in person by each of said officers. If any officer of the Corporation whose manual or facsimile signature shall appear on the Series 2015 Bonds shall cease to be such officer before the authentication of such Series 2015 Bonds or before the delivery of such Series 2015 Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 3.4: Approval by Attorney General; Registration by Comptroller. The Series 2015 Bonds to be initially issued shall be delivered to the Attorney General of Texas for examination and

approval and shall be registered by the Comptroller. The manually executed registration certificate of the Comptroller substantially in the form provided in Exhibit A to this Resolution shall be affixed or attached to the Series 2015 Bonds to be initially issued and delivered to the Underwriters.

Section 3.5: Authentication. Except for the Series 2015 Bonds to be initially issued, which need not be authenticated by an authorized representative of the Registrar, only such Series 2015 Bonds as shall bear thereon a certificate of authentication substantially in the form provided in Exhibit A to this Resolution, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Resolution or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Series 2015 Bond so authenticated was delivered by the Registrar hereunder.

The Registrar, when it authenticates a Series 2015 Bond, shall cause the Dated Date to be stamped, typed or imprinted on such Series 2015 Bond. Series 2015 Bonds issued on transfer of or in exchange for other Series 2015 Bonds shall bear the same Dated Date as the Series 2015 Bond or Series 2015 Bonds presented for transfer or exchange.

Section 3.6. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Series 2015 Bonds. The principal of the Series 2015 Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the Designated Trust Office. The interest on each Series 2015 Bond shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or by such other method, acceptable to the Registrar, requested by and at the risk and expense of the Owner.

If the date for the payment of principal or interest on any Series 2015 Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date such payment was due.

Section 3.7. Successor Registrars. The Corporation covenants that at all times while any Series 2015 Bond is Outstanding it will provide a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Registrar for the Series 2015 Bonds. The Corporation reserves the right to change the Registrar for the Series 2015 Bonds on not less than sixty (60) days written notice to the Registrar, so long as any such notice is effective not less than sixty (60) days prior to the next succeeding Principal Installment Payment Date or Interest Payment Date on the Series 2015 Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

Section 3.8. Special Record Date. If interest on any Series 2015 Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date". The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Corporation. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five (5) days prior to the Special Record Date, to each Owner or record of an affected Series 2015 Bond as of the close of business on the day prior to the mailing of such notice.

Section 3.9. Ownership; Unclaimed Principal and Interest. Subject to the further provisions of this Section, the Corporation, the Registrar and any other person may treat the person in whose name any Series 2015 Bond is registered as the absolute Owner of such Series 2015 Bond for the purpose of making and receiving payment of the principal of or interest on such Series 2015 Bond, and for all other purposes, whether such Series 2015 Bond is overdue, and neither the Corporation nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Series 2015 Bond in accordance with this Section 3.9 shall be valid and effectual and shall discharge the liability of the Corporation and the Registrar upon such Series 2015 Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Series 2015 Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code.

Section 3.10. Registration, Transfer, and Exchange. So long as any Series 2015 Bond remains Outstanding, the Registrar shall keep the Register at the Designated Trust Office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Series 2015 Bonds in accordance with the terms of this Resolution.

Each Series 2015 Bond shall be transferable only upon the presentation and surrender thereof at the Designated Trust Office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Series 2015 Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Series 2015 Bond or Series 2015 Bonds, registered in the name of the transferee or transferees, in Authorized Denominations and of the same maturity, aggregate principal amount, and Dated Date, and bearing interest at the same rate as the Series 2015 Bond or Series 2015 Bonds so presented.

All Series 2015 Bonds shall be exchangeable upon presentation and surrender thereof at the Designated Trust Office of the Registrar for a Series 2015 Bond or Series 2015 Bonds of the same maturity, Dated Date, and interest rate and in any Authorized Denomination, in an aggregate amount equal to the unpaid principal amount of the Series 2015 Bond or Series 2015 Bonds presented for

exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Series 2015 Bonds in accordance with the provisions of this Section 3.10. Each Series 2015 Bond delivered in accordance with this Section 3.10 shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2015 Bond or Series 2015 Bonds in lieu of which such Series 2015 Bond is delivered.

The Corporation or the Registrar may require the Owner of any Series 2015 Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Series 2015 Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the Corporation.

The Registrar shall not be required to transfer or exchange any Series 2015 Bond during the period beginning on a Record Date or a Special Record Date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Series 2015 Bond called for redemption during the period beginning thirty days prior to the date fixed for redemption and ending on the date fixed for redemption; provided, however, that this limitation shall not apply to the exchange by the Owner of the unredeemed portion of a Series 2015 Bond called for redemption in part.

Section 3.11. Cancellation of Series 2015 Bonds. All Series 2015 Bonds paid or redeemed in accordance with this Resolution, and all Series 2015 Bonds in lieu of which exchange Series 2015 Bonds or replacement Series 2015 Bonds are authenticated and delivered in accordance herewith, shall be canceled and thereafter treated in accordance with the Registrar's document retention policies.

Section 3.12. Mutilated, Lost, or Stolen Series 2015 Bonds. Upon the presentation and surrender to the Registrar of a mutilated Series 2015 Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Series 2015 Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding. The Corporation or the Registrar may require the Owner of such Series 2015 Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar.

If any Series 2015 Bond is lost, apparently destroyed, or wrongfully taken, the Corporation, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Series 2015 Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Series 2015 Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding, provided that the Owner thereof shall have:

- (1) furnished to the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Series 2015 Bond;
- (2) furnished such security or indemnity as may be required by the Registrar to save it and the Corporation harmless;

- (3) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and
- (4) met any other reasonable requirements of the Corporation and the Registrar.

If, after the delivery of such replacement Series 2015 Bond, a bona fide purchaser of the original Series 2015 Bond in lieu of which such replacement Series 2015 Bond was issued presents for payment such original Series 2015 Bond, the Corporation and the Registrar shall be entitled to recover such replacement Series 2015 Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Corporation or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Series 2015 Bond has become or is about to become due and payable, the Corporation in its discretion may, instead of issuing a replacement Series 2015 Bond, authorize the Registrar to pay such Series 2015 Bond.

Each replacement Series 2015 Bond delivered in accordance with this Section 3.12 shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2015 Bond or Series 2015 Bonds in lieu of which such replacement Series 2015 Bond is delivered.

Section 3.13: Redemption. The Series 2015 Bonds are subject to redemption under the conditions, on the dates, and for the redemption prices set forth in the Purchase Contract. If less than all of the Series 2015 Bonds are to be redeemed, the Corporation shall determine the particular Series 2015 Bonds or portions thereof to be redeemed.

Principal amounts may be redeemed only in integral multiples of \$5,000. Upon surrender of any Series 2015 Bond for redemption in part, the Registrar, in accordance with Section 3.10 hereof, shall authenticate and deliver in exchange therefor a Series 2015 Bond or Series 2015 Bonds of like maturity, Dated Date, and interest rate in an aggregate principal amount equal to the unredeemed portion of the Series 2015 Bond so surrendered.

Unless waived by the Owner, notice of any redemption identifying the Series 2015 Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty days prior to the date fixed for redemption by sending written notice by first class mail, postage prepaid, to the Owner of each Series 2015 Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Series 2015 Bonds are to be surrendered for payment and, if less than all Series 2015 Bonds Outstanding of a particular maturity are to be redeemed, the numbers of the Series 2015 Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section 3.13 shall be conclusively presumed to have been duly given, whether the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Series 2015 Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Series 2015 Bonds have been called for redemption in whole

or in part and due provision has been made to redeem the same as herein provided, the Series 2015 Bonds or portions thereof so redeemed shall no longer be regarded as Outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Series 2015 Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

The foregoing notwithstanding, any redemption of Series 2015 Bonds at the option of the Corporation may be made conditional, upon the occurrence of certain conditions as set forth in the Form of Bond as set forth in Exhibit A to this Resolution.

Should ownership of the Series 2015 Bonds be established in accordance with the book-entry-only system of The Depository Trust Company ("DTC"), the Paying Agent for the Series 2015 Bonds shall notify DTC that in the exercise by DTC of the selection of Series 2015 Bonds for redemption, the Series 2015 Bonds shall be so selected by DTC in such a manner that no beneficial owner of Series 2015 Bonds shall own less than \$100,000 in principal amount of any Series 2015 Bonds of any one maturity.

Section 3.14: Limited Obligations. THE SERIES 2015 BONDS ARE A LIMITED OBLIGATION OF THE CORPORATION, PAYABLE SOLELY OUT OF THE TRUST ESTATE, WHICH IS THE SOLE ASSET OF THE CORPORATION PLEDGED THEREFOR. THE SERIES 2015 BONDS ARE OBLIGATIONS SOLELY OF THE CORPORATION AND DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE CITY, THE STATE OF TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE OF TEXAS. THE CITY IS NOT OBLIGATED TO MAKE PAYMENTS IN SUPPORT OF THE DEBT SERVICE ON THE SERIES 2015 BONDS FROM ANY SOURCES, OTHER THAN THE NET REVENUES AS DESCRIBED IN THE INDENTURE.

ARTICLE IV

FORM OF SERIES 2015 BONDS AND CERTIFICATES

Section 4.1: Forms. The form of the Series 2015 Bonds, including the form of the Registrar's authentication certificate, the form of assignment, and the form of the Comptroller's Registration Certificate for the Series 2015 Bonds to be initially issued, shall be in substantially the form as set forth in Exhibit A to this Resolution.

Section 4.2: Legal Opinion; Cusip Numbers; Bond Insurance. The approving opinion of Bond Counsel and CUSIP Numbers may be printed on the Series 2015 Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Series 2015 Bonds. If bond insurance is obtained by the Underwriters, the Series 2015 Bonds may bear an appropriate legend as provided by the insurer.

ARTICLE V

ADDITIONAL BONDS

Section 5.1: Additional Parity Bonds. The Corporation reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Parity Bonds), one or more series of Additional Parity Bonds payable from and secured by a first lien on the Pledged Revenues, on a parity with the Series 2015 Bonds, and any previously issued Additional Parity Bonds; provided, however, that Additional Parity Bonds may be issued only in accordance with the provisions of Article III of the Indenture.

Section 5.2: Subordinate Lien Obligations. The Corporation reserves the right to issue, for any lawful purpose, Subordinate Lien Obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on Pledged Revenues securing payment of the Parity Bonds. Such Subordinate Lien Obligations may be further secured by any other source of payment lawfully available for such purposes.

ARTICLE VI

GENERAL COVENANTS

Section 6.1: Punctual Payment of Parity Bonds. The Corporation will punctually pay or cause to be paid the interest on and principal of all Parity Bonds according to the terms thereof and will faithfully do and perform, and at all times fully observe, any and all covenants, undertakings, stipulations and provisions contained in this Resolution and in any resolution authorizing the issuance of Additional Parity Bonds.

Section 6.2: Accounts, Records, and Audits. So long as any Parity Bond remains Outstanding, the Corporation covenants and agrees that it will maintain a proper and complete system of records and accounts pertaining to the Corporation in which full, true and proper entries will be made of all dealings, transactions, business and affairs which in any way affect or pertain to the Corporation or the Pledged Revenues. The Audit shall be prepared by an independent certified public accountant or independent firm of certified public accountants after the close of each Fiscal Year. Information relating to Love Field and the Net Revenues will be incorporated as part of the Audit. All expenses incurred in preparing Audits shall be payable by the City.

Section 6.3: Pledge and Encumbrance of Pledged Revenues. (a) The Corporation covenants and represents that it has the lawful power to create a lien on and to pledge the Pledged Revenues to secure the payment of the Parity Bonds and has lawfully exercised such power under the Constitution and laws of the State of Texas. The Corporation further covenants and represents that, other than to the payment of the Parity Bonds, the Pledged Revenues are not and will not be made subject to any other lien pledge or encumbrance to secure the payment of any debt or obligation of the Corporation,

unless such lien, pledge or encumbrance is junior and subordinate to the lien and pledge securing payment of the Parity Bonds.

(b) Pursuant to the terms of the Project Financing Agreement, the City is obligated to make available to the Corporation Net Revenues, on the dates and in the manner provided in the Project Financing Agreement, in amounts sufficient to pay the principal of and interest on outstanding Parity Bonds, to restore any deficiency in the Reserve Fund, and to pay the fees and expenses of the Trustee and the Paying Agent/Registrar incurred in connection with the administration of the Trust Estate and the payment of debt service on the Parity Bonds. The Corporation has assigned to the Trustee its rights, title and interests in the Net Revenues, and will cause the Trustee to deposit Net Revenues so received to the credit of the Pledged Revenue Fund and used in accordance with the terms of the Indenture.

(c) By approving this Resolution, the City agrees that for so long as any Parity Bond is Outstanding, commencing on the Issuance Date, the City will not amend the Lease or the Project Financing Agreement in a manner that is materially adverse to the interests of the owners of the Parity Bonds.

Section 6.4: Owners' Remedies. This Resolution shall constitute a contract between the Corporation and the Owners of the Parity Bonds from time to time Outstanding and this Resolution shall be and remain irrevocable until the Parity Bonds and the interest thereon shall be fully paid or discharged or provision therefor shall have been made as provided herein. In the event of a default in the payment of the principal of or interest on any of the Parity Bonds or a default in the performance of any duty or covenant provided by law or in this Resolution, the Owner or Owners of any of the Parity Bonds may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the Corporation to remedy such default and to prevent further default or defaults. Without in any way limiting the generality of the foregoing, it is expressly provided that any Owner of any of the Parity Bonds may at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties required to be performed by the Corporation under this Resolution, the deposit of the Pledged Revenues into the special funds herein provided and in accordance with the terms of the Indenture, and the application of such Pledged Revenues in the manner required in this Resolution. The foregoing notwithstanding, acceleration of the Parity Bonds is not an available remedy. The sole source of the Corporation available for the payment of debt service on the Parity Bonds is and shall be the Pledged Revenues.

Section 6.5: Discharge by Deposit. (a) That any Parity Bond and the interest thereon shall be deemed to be paid, retired and no longer Outstanding (a "Defeased Obligation"), except to the extent hereinafter provided in this Section 6.5, when payment of the principal of such Parity Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other similar instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States

of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Board with the Trustee for the payment of its services until all Defeased Obligations shall have become due and payable. At such time as a Parity Bond shall be deemed to be a Defeased Obligation hereunder, as aforesaid, such Parity Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Debt Service Fund and the Reserve Fund, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Resolution to the contrary, it is hereby provided that any determination not to redeem Defeased Obligations that is made in conjunction with the payment arrangements specified in clauses (i) or (ii) above shall not be irrevocable; *provided*, that in the proceedings providing for such payment arrangements, the Corporation (1) expressly reserves the right to call the Defeased Obligations for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Obligations immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Trustee may be invested at the written direction of the Corporation in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Trustee that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Corporation, or deposited as directed in writing by the Corporation. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Obligations may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in clauses (i) or (ii) of subsection (a) of this Section. All income from such Defeasance Securities received by the Trustee which is not required for the payment of the Defeased Obligations, with respect to which such money has been so deposited, shall be remitted to the Corporation or deposited as directed in writing by the Corporation.

(c) The Corporation covenants that no deposit will be made or accepted under clause (ii) of subsection (a) of this Section and no use will be made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of section 148 of the Code.

(d) Notwithstanding any other provisions of this Resolution, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of the Bonds, the redemption premium, if any, and interest thereon, shall be applied to and used for the payment of such Bonds, the redemption premium, if any, and interest thereon.

Section 6.6: Registrar and Trustee May Own Parity Bonds. The Registrar and Trustee for the Parity Bonds, in their individual or any other capacity, may become holders or pledges of the Parity Bonds with the same rights they would have if they were not the Registrar or Trustee.

Section 6.7: No Recourse Against Corporation Officials. No recourse shall be had for the payment of principal of or interest on any Parity Bonds or for any claim based thereon or on this Resolution against any official of the Corporation or any person executing any Parity Bonds. No member of the Board of Directors of the Corporation or any officer, agent, employee or representative of the Corporation in his or her individual capacity, nor the officers, agents, employees or representatives of the Corporation nor any person executing the Series 2015 Bonds shall be personally liable thereon or be subject to any personal liability or accountability by reason of the issuance thereof, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the adoption of this Resolution and the issuance of the Series 2015 Bonds.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF SERIES 2015 BONDS

Section 7.1: Execution of Documents to Effect Sale of Series 2015 Bonds. An Authorized Representative and other appropriate officers, agents and representatives of the Corporation are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Series 2015 Bonds. In respect thereto, the Authorized Representative may execute the Purchase Contract with the Underwriters to effect the sale of the Series 2015 Bonds. In the Purchase Contract, the Authorized Representative shall determine, based upon advice provided by the Corporation's financial advisors, that acceptance of the purchase price for the Series 2015 Bonds is in the best interests of the Corporation. The Authorized Representative is authorized to determine and fix the date of the Series 2015 Bonds, any additional or different designation or title by which the Series 2015 Bonds shall be known, the aggregate principal amount of the Series 2015 Bonds, the date of delivery of the Series 2015 Bonds, the price at which the Series 2015 Bonds will be sold, the years in which the Series 2015 Bonds will mature, the principal amount of Series 2015 Bonds to mature in each of such years, the rate or rates of interest to be borne by or accrue on each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Corporation, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Series 2015 Bonds; provided, however, the Authorized Representative shall not execute the Purchase Contract if (a) the aggregate principal amount of the Series 2015 Bonds exceeds \$130,000,000, (b) the price to be paid for the Series 2015 Bonds is less than 95% of the aggregate original principal amount thereof, plus accrued interest, if any, thereon from the date of their delivery, (c) any of the Series 2015 Bonds shall bear interest at a rate greater than 8.00% per annum, and (d) the Series 2015 Bonds shall not have been assigned a rating of at least A- or its equivalent by a nationally recognized rating agency. The authority of the Authorized Representative to execute a Purchase Contract to effect the sale of the Series 2015 Bonds shall expire at 5:00 p.m. on Thursday, December 31, 2015.

Section 7.2: Application of Proceeds. Proceeds from the sale of the Series 2015 Bonds shall, promptly upon receipt by the Trustee, be applied in the manner provided for in a certificate executed by an Authorized Representative or the Corporation's financial advisor, acting on behalf of the Corporation.

ARTICLE VIII

TAX EXEMPTION

Section 8.1: General Tax Covenants. The Corporation covenants to take any action to assure, or refrain from any action which would adversely affect, the treatment of the Series 2015 Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. The Corporation covenants as follows:

(a) to take such action or refrain from such action which would result in the Series 2015 Bonds not being "exempt facility bonds", as defined in section 142(a) of the Code, at least 95 percent of the proceeds of which are used to provide airport facilities (within the meaning of section 142(a) of the Code);

(b) to take such action to assure at all times while the Series 2015 Bonds remain outstanding, the facilities, directly or indirectly, financed with the proceeds thereof will be owned by a governmental unit;

(c) that no part of the facilities, directly or indirectly, financed with the proceeds of the Series 2015 Bonds will constitute: (A) any lodging facility; (B) any retail facility (including food or beverage facilities) in excess of a size necessary to serve passengers and employees at the exempt facility; (C) any retail facility (other than parking) for passengers or the general public located outside the exempt facility terminal; (D) any office building for individuals who are not employees of a governmental unit or of the operating authority for the exempt facility; (E) any industrial park or manufacturing facility; or (F) any residential real property for family units;

(d) that the maturity of the Series 2015 Bonds does not exceed 120 percent of the economic life of the facilities, directly or indirectly, financed with the proceeds of the Bonds, as more specifically set forth in section 147(b) of the Code;

(e) that fewer than 25 percent of the proceeds of the Series 2015 Bonds will be used for the acquisition of land or an interest in such land, unless such land is acquired for noise abatement or wetland preservation or the future use of Love Field, and there is no other significant use of such land;

(f) to refrain from using any portion of the proceeds of the Series 2015 Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a

materially higher yield over the term of the Series 2015 Bonds, other than investment property acquired with:

(1) proceeds of the Series 2015 Bonds invested for a reasonable temporary period until the proceeds are needed for the purpose for which the Series 2015 Bonds are issued;

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations; and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Series 2015 Bonds;

(g) that any property acquired, directly or indirectly, with the proceeds of the Series 2015 Bonds was not placed-in-service prior to its acquisition unless the provisions of section 147(d) of the Code, relating to rehabilitation, are satisfied;

(h) that the costs of issuance to be financed with the proceeds of the Series 2015 Bonds do not exceed two percent of the proceeds of the Series 2015 Bonds;

(i) to refrain from taking any action that would result in the Series 2015 Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(j) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Series 2015 Bonds, as may be necessary, to satisfy the requirements of section 148 of the Code (relating to arbitrage);

(k) to create and maintain a Rebate Fund, as required below, to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Series 2015 Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings", within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than 60 days after the Series 2015 Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(l) to maintain records that will enable the Corporation to fulfill its responsibilities under this Section and section 148 of the Code and to retain the records for at least six years following the final payment of principal and interest on the Series 2015 Bonds.

The Corporation understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of the issuance of the Series 2015

Bonds. It is the understanding of the Corporation that the covenants contained in this Resolution are intended to assure compliance with the Code, the Treasury Regulations and any rulings promulgated by the U.S. Department of the Treasury pursuant to the Code. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Series 2015 Bonds, the Corporation will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Series 2015 Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Series 2015 Bonds, the Corporation agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Series 2015 Bonds under section 103 of the Code. In furtherance of the foregoing, the Authorized Representative may execute any documents, certificates or other reports required by the Code and to make such elections, on behalf of the Corporation, which may be permitted by the Code as are consistent with the purpose for the issuance of the Series 2015 Bonds.

In order to facilitate compliance with clause (h) above, a "Rebate Fund" is established and held by the Corporation for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Registered Owners of the Series 2015 Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

Section 8.2: Allocation of, and Limitation on, Expenditures for the Project. The Corporation covenants to account for on its books and records the expenditure of proceeds from the sale of the Series 2015 Bonds and any investment earnings thereon to be used for the payment of costs of the Project by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (a) the expenditure on the Project is made or (b) the Project is completed. The foregoing notwithstanding, the Corporation shall not expend such proceeds or investment earnings more than sixty (60) days after the later of (a) the fifth anniversary of the date of delivery of the Series 2015 Bonds or (b) the date the Series 2015 Bonds are retired, unless the Corporation obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Series 2015 Bonds. For purposes of this Section, the Corporation shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 8.3: Disposition of Project. The Corporation covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Corporation of cash or other compensation, unless the Corporation obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Series 2015 Bonds. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section 8.3, the Corporation shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to

comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Series 2015 Bonds.

Section 8.4: Written Procedures. Unless superseded by another action of the City or the Corporation, to ensure compliance with the covenants contained in this Resolution regarding private business use, remedial action, arbitrage and rebate, the written procedures adopted by the City on August 8, 2012, in the ordinance authorizing the issuance of the City's Waterworks and Sewer System Revenue Refunding Bonds, Series 2012A, shall apply to the Series 2015 Bonds.

ARTICLE IX CONTINUING DISCLOSURE UNDERTAKING

Section 9.1: Annual Reports. (a) The Corporation shall provide annually to the MSRB, within six months after the end of each Fiscal Year ending in or after 2015, financial information and operating data with respect to the Corporation of the general type set forth in Exhibit B to this Resolution (provided that such information and data is customarily prepared by the Corporation), being the information described in Exhibit B (as such information may be amended or supplemented by an Authorized Representative to conform Exhibit B to the final official statement prepared in connection with the sale of the Series 2015 Bonds). Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the Corporation may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an Audit and the Audit is completed within the period during which they must be provided. If the Audit is not complete within such period, then the Corporation shall provide notice that the Audit is not available and provide unaudited financial information of the type described in the numbered tables referenced in Exhibit B by the required time, and will provide the Audit for the applicable Fiscal Year to the MSRB, when and if the audit report on such statements becomes available. Such information shall be transmitted electronically to the MSRB, in such format as prescribed by the MSRB.

(b) If the Corporation changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Corporation otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 9.2: Disclosure Event Notices. The Corporation shall notify the MSRB, of any of the following events with respect to the Series 2015 Bonds, in a timely manner not in excess of ten Business Days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701- TEB) or other material notices or determinations with respect to the tax status of the Series 2015 Bonds, or other material events affecting the tax status of the Series 2015 Bonds;
7. Modifications to rights of holders of the Series 2015 Bonds, if material;
8. Series 2015 Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Series 2015 Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Corporation;
13. The consummation of a merger, consolidation, or acquisition involving the Corporation or the sale of all or substantially all of the assets of the Corporation, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor Trustee or Paying Agent/Registrar or change in the name of the Trustee or the Paying Agent/Registrar, if material.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Corporation in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Corporation, or if jurisdiction has been assumed by leaving the Board of Directors of the Corporation and official or officers of the Corporation in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Corporation. The Corporation shall notify the MSRB, in a timely manner, of any failure by the Corporation to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

Section 9.3: Limitations, Disclaimers, and Amendments. (a) The Corporation shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Corporation remains an "obligated person" with respect to the Series 2015 Bonds within the meaning of the Rule, except that the Corporation in any event will give notice of any deposit made in accordance with this Resolution or applicable law that causes Series 2015 Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the holders and beneficial owners of the Series 2015 Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Corporation undertakes to provide only the financial information, operating data, financial statements, and notices

which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Corporation's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Corporation does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2015 Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE CORPORATION BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY SERIES 2015 BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CORPORATION, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the Corporation in observing or performing its obligations under this Article shall comprise a breach of or default under this Resolution for purposes of any other provision of this Resolution. Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Corporation under federal and state securities laws.

(e) Should the Rule be amended to obligate the Corporation to make filings with or provide notices to entities other than the MSRB, the Corporation agrees to undertake such obligation in accordance with the Rule as amended.

(f) The provisions of this Article may be amended by the Corporation from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Corporation, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Series 2015 Bonds in the primary offering of the Series 2015 Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (A) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Series 2015 Bonds consent to such amendment or (B) a person that is unaffiliated with the Corporation (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the Corporation so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 9.1 an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Corporation may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Series 2015 Bonds in the primary offering of the Series 2015 Bonds.

ARTICLE X

AUTHORIZATION OF AGREEMENTS

The Board hereby approves issuance of the Series 2015 Bonds and all agreements determined by the Board to be necessary in connection with the issuance of the Series 2015 Bonds, including without limitation the following: the Indenture of Trust by and between the Corporation and Wells Fargo Bank, National Association, as Trustee, in substantially the form attached hereto as Exhibit C; the Paying Agent/Registrar Agreement by and between the Corporation and Wells Fargo Bank, National Association, in substantially the form attached hereto as Exhibit D; the Purchase Contract, in substantially the form attached hereto as Exhibit E; the Project Financing Agreement, in substantially the form attached hereto as Exhibit F; and any and all other documents and agreements reasonable and necessary to issue the Bonds (collectively, the "Agreements"). The Board, by a majority vote of its members, at a regular meeting, hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements.

ARTICLE XI

MISCELLANEOUS

Section 11.1: Further Proceedings. The President, the Vice President, the Secretary, the Treasurer and other appropriate officials of the Corporation are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the intent, purposes and terms of this Resolution, including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 11.2: Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11.3: Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code.

Section 11.4: Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Corporation, the Registrar, and the Owners of the Series 2015 Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Corporation, the Registrar, and the Owners of the Series 2015 Bonds.

Section 11.5: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent

herewith are hereby repealed to the extent of such inconsistency.

Section 11.6: Form of Bond. The FORM OF BOND set forth in Exhibit A to this Resolution shall be revised and completed to reflect the terms of the sale of the Series 2015 Bonds, consistent with the provisions of the Purchase Contract.

Section 11.7: Effective Date. This Resolution shall become effective immediately upon passage by this Corporation and signature of the President of the Corporation.

PASSED AND APPROVED this 9th day of June, 2015.

By: _____
Name: _____
Title: President, Board of Directors

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Directors

(SEAL)

FORM OF BOND

Registered

Registered

INTEREST RATE: MATURITY DATE: DELIVERY DATE: CUSIP:

PRINCIPAL AMOUNT: _____ DOLLARS

THE LOVE FIELD AIRPORT MODERNIZATION CORPORATION (the "Issuer"), a not-for-profit local government corporation created under authority of Chapter 431, Subchapter D, Texas Transportation Code (the "Act") by the City of Dallas, Texas (the "City"), for value received, promises to pay, but solely from certain Pledged Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of Wells Fargo Bank, National Association, as registrar (the "Registrar"), the principal amount identified above, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Pledged Revenues, interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Delivery Date of the Bonds specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____ 15 and _____ 15, beginning on _____ 15, 201_, mailed to the Registered Owner as shown on the books of registration kept by the Registrar as of the last Business Day of the month next preceding each interest payment date (the "Record Date"), or by such other method, acceptable to the Registrar, requested by and at the risk and expense of the Registered Owner. If interest on this Bond is not paid on any interest payment date specified above, and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new Record Date for the payment of such interest (a "Special Record Date"). Such Special Record Date shall be established in accordance with the terms of the hereinafter defined Resolution.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS dated as of _____, 2015, aggregating \$_____, issued for the purpose of (1) paying the costs of the Project, (2) making an initial deposit to the Reserve Fund, and (3) paying Costs of Issuance, all under and pursuant to the authority of the Act and all other applicable laws, an Indenture of Trust dated as of July 1, 2015 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and a resolution adopted by the Issuer on June 9, 2015 (the "Resolution"). None of the proceeds of the Bonds shall be used for the purpose of paying or otherwise providing for educational facilities. All defined terms not herein defined shall have the meaning attributed thereto in accordance with the terms of the Resolution.

THIS BOND AND THE SERIES OF WHICH IT IS A PART are limited obligations of the Issuer that are payable from, and are equally and ratably secured by a first lien on the "Pledged Revenues", as defined and provided in the Indenture, which Pledged Revenues are required to be set aside and pledged to the payment of the Bonds and all additional bonds and parity contractual obligations issued or entered into on a parity therewith, in the Debt Service Fund and the Reserve Fund maintained for the payment of all such Bonds, all as more fully described and provided for in the Resolution. This Bond and the series of which it is a part, together with the interest thereon, are payable solely from such Pledged Revenues.

THE BONDS may be redeemed only in principal amounts of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), at the option of the Issuer, on _____, _____, or on any date thereafter, at the redemption price indicated below (expressed as a percentage of par value) plus accrued interest to the date fixed for redemption, to-wit:

Redemption Dates (dates inclusive)

Redemption Price (%)

If less than all of the Bonds are to be redeemed by the Issuer, the Issuer shall determine the maturity or maturities and the amounts therewith to be redeemed and shall direct the Registrar to call by lot Bonds, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; *provided*, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

THE BONDS are also subject to mandatory redemption in part by lot on _____ in the following years and in the following amounts, at a price equal to the principal amount thereof and accrued and unpaid interest to the date of redemption, without premium:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
	\$		\$

* Final Maturity

THE BONDS to be redeemed in any year by mandatory sinking fund redemption shall be selected by lot from the Bonds then subject to redemption; provided, that if any Bond is selected for redemption in part it shall not be redeemed in an amount that would, upon exchange, result in a Bond in a denomination less than \$5,000.

THE PRINCIPAL AMOUNT OF BONDS required to be redeemed on each such redemption date pursuant to the foregoing operation of the mandatory sinking fund redemption shall be reduced, at the option of the Issuer, by the principal amount of the Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, (1) shall have been acquired by the Issuer and delivered to the Registrar for cancellation or (2) shall have been acquired and canceled by the Registrar at the direction of the Issuer, in either case of (1) and (2) at a price not exceeding the par or principal amount of such Bonds, or (3) shall have been redeemed pursuant to the optional redemption provisions described above and not theretofore credited against a mandatory sinking fund redemption. During any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, if fewer than all of the bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity to be redeemed shall be selected in accordance with the arrangements between the Issuer and the securities depository; provided, that if any Bond is selected for redemption in part it shall not be redeemed in an amount that would result, upon exchange, in a Bond in a denomination less than \$5,000.

AT LEAST THIRTY DAYS prior to any date fixed for redemption, notice of any redemption shall be given (i) by the Registrar to the Registered Owner of each Bond or a portion thereof being called for redemption by depositing such notice in the United States mail, first-class, postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar and (ii) by the Corporation by causing a notice of such redemption to be published one (1) time in a financial journal or publication of general circulation in the United States of America or the State of Texas carrying as a regular feature notices of municipal bonds called for redemption; provided, however, that the failure to send, mail or receive such notice described in (i) above, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and the publication of notice as described in (ii) above shall be the only notice actually required in connection with or as a prerequi-

site to the redemption of any Bonds. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

WITH RESPECT TO any optional redemption of this Bond, unless the Paying Agent/Registrar has received funds sufficient to pay the principal and premium, if any, and interest on this Bond to be redeemed before giving of a notice of redemption, the notice of redemption may state the Issuer may condition redemption on the receipt by the Paying Agent/Registrar of such funds on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the Issuer shall not redeem this Bond and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, that this Bond has not been redeemed.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the Designated Trust Office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the Designated Trust Office of the Registrar for Bonds in principal amounts only in Authorized Denominations, subject to the terms and conditions of the Resolution.

NEITHER THE ISSUER NOR THE REGISTRAR shall be required (i) to make any transfer or exchange of any Bond during the period beginning at the opening of business 15 days before the day of the first mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bonds so selected for redemption when such redemption is scheduled to occur within 30 calendar days; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository; provided, however, that no Bonds shall be redeemed in a manner where the beneficial owner thereof shall own Bonds in any Authorized Denomination.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE ISSUER HAS RESERVED THE RIGHT to issue additional parity General Airport Revenue Bonds, subject to the restrictions contained in the Indenture and the Resolution, which may

be equally and ratably payable from, and secured by a first lien on and pledge of, the Pledged Revenues in the same manner and to the same extent as this Bond and the series of which it is a part.

THE BONDS ARE A LIMITED OBLIGATION OF THE CORPORATION, PAYABLE SOLELY OUT OF THE TRUST ESTATE HELD BY THE TRUSTEE UNDER THE TERMS OF THE INDENTURE, WHICH IS THE SOLE ASSET OF THE CORPORATION PLEDGED THEREFOR. THE BONDS ARE OBLIGATIONS SOLELY OF THE CORPORATION AND DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE CITY, THE STATE OF TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE OF TEXAS. THE CITY IS NOT OBLIGATED TO MAKE PAYMENTS IN SUPPORT OF THE DEBT SERVICE ON THE BONDS FROM ANY SOURCES, OTHER THAN THE NET REVENUES AS DESCRIBED IN THE INDENTURE.

IT IS HEREBY DECLARED AND REPRESENTED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Bonds do not exceed any statutory limitation; and that provision has been made for the payment of the principal of and interest on this Bond and all of the Bonds by the creation of the aforesaid lien on and pledge of the Pledged Revenues, as further provided for in the Indenture.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signatures of the President and the Secretary.

LOVE FIELD AIRPORT MODERNIZATION
CORPORATION

President, Board of Directors

(SEAL)

Secretary, Board of Directors

FORM OF REGISTRATION CERTIFICATE

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

FORM OF REGISTRAR'S AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Bond Resolution described in the text of this Bond; and that this Bond is one of a series of Bonds approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

_____, as Registrar

By: _____
Authorized Signature

Date of Authentication: _____

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

(Please print or type name, address, and zip code of Transferee)

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature Guaranteed:

Registered Owner

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

**Exhibit B
to
Resolution**

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 9.1 of this Resolution.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the Corporation to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The information of the general type included in Tables 1 through ___ of the Official Statement.

2. **"Financial Statements of the City of Dallas, Texas"**.

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in paragraph 2 above.

INDENTURE OF TRUST

By and Between

LOVE FIELD AIRPORT MODERNIZATION CORPORATION
(the "Corporation")

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as trustee
(the "Trustee")

DATED AS OF JULY 1, 2015

SECURING

LOVE FIELD AIRPORT MODERNIZATION CORPORATION
GENERAL AIRPORT REVENUE BONDS

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of the 1st day of July, 2015 (the "Indenture"), is made by and between Love Field Airport Modernization Corporation, a not-for-profit local government corporation organized under Chapter 431, Texas Transportation Code, and existing under the laws of the State of Texas (the "Corporation"), and Wells Fargo Bank, National Association, a national banking association organized under the laws of the United States of America, and having a corporate trust office in Dallas, Texas (together with any successor trustee hereunder, the "Trustee").

W I T N E S S E T H

WHEREAS, the City Council of the City of Dallas (the "City") authorized the creation of the Love Field Airport Modernization Corporation (the "Corporation") as a local government corporation for the public purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the City, including the development of the geographic areas of the City included at or in the vicinity of Love Field, a general aviation airport owned and operated by the City ("Love Field"); and

WHEREAS, the Corporation has heretofore issued bonds to finance components of the Love Field Modernization Project (the "LFMP"), and the issuance of such bonds was approved by the City Council; and

WHEREAS, the City and the Board of Directors of the Corporation have determined that it will be advisable to have the Corporation assist the City in financing, in one or more phases, a parking garage containing approximately 5,000 parking spaces and related infrastructure located at Love Field (the "Parking Garage"), and to provide other services as further described in this Agreement; and

WHEREAS, the Parking Garage is a component of the LFMP; and

WHEREAS, the Corporation intends to incur General Airport Revenue Bonds (as herein defined) to be issued by the Corporation in one or more Series (as herein defined); and

WHEREAS, the City has agreed to make certain payments, which shall be sufficient to pay the principal of, interest on and redemption requirements of the General Airport Revenue Bonds (as herein defined), the charges and expenses of paying agents, registrars and trustees utilized in connection with the issuance of the General Airport Revenue Bonds, and all amounts required to establish and maintain the funds to be established under this Indenture and the Bond Resolutions (as herein defined), in accordance with the terms of the Project Financing Agreement (as herein defined); and

WHEREAS, in order to further secure the General Airport Revenue Bonds, the Corporation has determined to enter into this Indenture with the Trustee for the purpose of assigning and pledging to the Trustee the Net Revenues (as herein defined) payable to the Corporation by the City in accordance with the terms of the Project Financing Agreement, for the purpose of establishing the Pledged Revenue Fund, the Project Fund, and the Debt Service Fund pursuant hereto and thereby providing the Pledged Revenues (as herein defined) to be held by the Trustee to secure the payment of

principal of and interest on all General Airport Revenue Bonds from time to time issued or incurred by the Corporation.

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the General Airport Revenue Bonds by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Corporation and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Owners from time to time of the General Airport Revenue Bonds, as follows:

[END OF RECITALS]

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below or in the Bond Resolutions for all purposes of this Indenture:

"Accounting Principles" shall mean the accounting principles described in the notes to the Audit as such principles may be changed from time to time to comply with State laws or regulations.

"Act" shall mean Chapter 431, Texas Transportation Code, as amended.

"Additional Parity Bonds" shall mean the additional parity General Airport Revenue Bonds permitted to be issued by the Corporation pursuant to Section 3.02 of this Indenture.

"Airport Consultant" shall mean a nationally recognized independent firm, person or corporation having a widely known and favorable reputation for special skill, knowledge and experience in methods of developing, operating and financing airports of approximately the same size as the properties constituting Love Field.

"Airport System" shall mean all airport, heliport and aviation facilities, or any interest therein, now or from time to time hereafter owned, operated or controlled by the City. The Airport System currently includes Love Field, Dallas Executive Airport, and the City's downtown heliport.

"Annual Debt Service" shall mean for any annual period (any Fiscal Year or any other twelve (12) consecutive calendar month period), an amount equal to the sum of (i) all interest on such Bonds which is due during such period, plus (ii) that portion of the Principal Installment or Installments of such Bonds which is due during such period, as limited and calculated in the following manner:

(a) Except as modified below, (i) for any twelve (12) consecutive calendar month period other than the calendar year, whether or not such period constitutes the Corporation's current Fiscal Year or any future Corporation Fiscal Year, the aggregate amount of interest on and Principal Installment of the Bonds which was paid or redeemed or is scheduled to accrue and be paid or redeemed during such twelve (12) consecutive month period; and (ii) for any Fiscal Year while the Corporation's Fiscal Year is the same as the calendar year, the aggregate amount of interest on and Principal Installment of the Bonds which was paid or redeemed or is scheduled to accrue and be paid or redeemed after a Principal Installment Payment Date within such Fiscal Year and on or before the next following Principal Installment Payment Date; and

(b) As to any annual period prior to the date of any calculation, such requirements shall be calculated solely on the basis of Bonds which were Outstanding as of the first (1st) day of such period; and as to any future year such requirements shall be calculated solely on the basis of Bonds Outstanding as of the date of calculation; and

(c) Notwithstanding the foregoing, all amounts which are deposited to the credit of a debt service reserve fund from original proceeds from the sale of any Bonds and amounts which have been or are expected to be realized as interest and investment earnings on amounts on deposit in the Debt Service Fund (other than those amounts which are to be deposited into the Rebate Fund pursuant to Section 4.07 of this Indenture) and which are used or scheduled to be used to pay interest on or Principal Installments of Bonds during any annual period, shall be deemed to reduce the Annual Debt Service for any such annual period to the extent of such deposits; and the amount of such deposits shall be excluded from and shall not constitute Annual Debt Service for any such annual period.

"Authorized Representative" shall mean the President, the Vice President or the Treasurer of the Corporation, or any other person designated to perform a specified act, to sign a specified document or to act generally on behalf of the Corporation by a written instrument furnished to the Trustee.

"Average Annual Debt Service" shall mean the total Debt Service (as of the date of the calculation) divided by the remaining number of years until the final maturity of the Bonds. The Average Annual Debt Service calculated under this Indenture shall remain in effect until the next date when such calculation is required under this Indenture. For the purposes of calculating the Average Annual Debt Service, any fractional year shall be included in the calculation as a full year.

"Aviation Director" shall mean the Director of Aviation of the City, or any successor or person acting in that capacity.

"Board" shall mean the Board of Directors of the Corporation.

"Bond Counsel" shall mean such nationally recognized firm or firms expert in matters relating to public finance law and the federal income tax laws relating to the issuance of municipal bonds engaged by the Corporation.

"Bond Resolutions" shall mean the resolutions from time to time adopted by the Corporation authorizing the General Airport Revenue Bonds.

"Bonds" or "General Airport Revenue Bonds" shall mean one or more Series of bonds issued by the Corporation pursuant to this Indenture and the Bond Resolutions.

"Business Day" shall mean any day which is not a Saturday, Sunday, a day on which banking institutions in the city where the Designated Trust Office (as defined in a Bond Resolution) of the Paying Agent/Registrar is located are authorized by law or executive order to close, or a legal holiday.

"City" shall mean the City of Dallas, Texas.

"Code" shall mean the Internal Revenue Code of 1986, as may be amended from time to time, and the applicable provisions of any future federal income tax laws.

"Corporation" shall mean the Love Field Airport Modernization Corporation, or its legal successors.

"Costs of Issuance" shall mean all charges, costs and expenses of the Corporation incurred in connection with the authorization, issuance, sale and delivery of General Airport Revenue Bonds including, but not limited to, legal fees, financial advisory fees, bond insurance premiums, fiscal or escrow agent fees, printing fees, accounting fees, consultant fees, verification fees, travel expenses, rating agency fees, fees of the Trustee and its counsel and Attorney General fees.

"Costs of Issuance Fund" shall mean the fund so designated and created pursuant to Article IV of this Indenture.

"Debt Service" shall mean the Principal Installments and interest on the Bonds.

"Debt Service Fund" shall mean the fund so designated and created pursuant to Article IV of this Indenture.

"Eligible Investments" shall mean any investments which the City is permitted to make under the laws of the State of Texas, including the Public Funds Investment Act, Chapter 2256, Texas Government Code, as described in the City's investment policy approved by the City Council.

"Event of Default" shall mean any Event of Default described in Section 6.01 of this Indenture.

"Exempt Securities" shall mean bonds or other evidences of obligations, the interest on which is exempt from federal income taxation under Section 103(a) of the Code.

"Fair Market Value" shall mean as of any particular date:

(a) as to Eligible Investments the bid and asked prices of which are published on a regular basis in a financial journal or publication of general circulation in the United States of America, the bid price for such Eligible Investments so published on, or most recently prior to, the date of valuation by the Trustee, or, in the alternative, the bid price for such Eligible Investments as provided by a pricing service selected by the Trustee, or

(b) as to Eligible Investments the bid and asked prices of which are not published on a regular basis in a financial journal or publication of general circulation in the United States of America, the average bid price on such Eligible Investments at the date of valuation by the Trustee, as reported to the Trustee by any two nationally recognized dealers (in the opinion of the Trustee) in such Eligible Investments.

"Fiscal Year" shall mean the twelve (12) month period commencing on October 1 of a calendar year and ending September 30 of the next succeeding calendar year, or such other consecutive twelve (12) month period as determined by the Corporation and approved by the City.

"Fund" shall mean any one or more, as the case may be, of the separate special Funds created and established or required to be maintained pursuant to this Indenture.

"Interest Payment Date", when used in connection with any Bond, shall mean _____15 and _____ 15, in such years as shall be determined in accordance with the terms of the Bond Resolution governing the issuance of a Series of Bonds.

"Mandatory Redemption Installment" shall mean, as of any particular date of calculation and with respect to any Series of Bonds, the amount of money to be applied to the mandatory redemption (including any mandatory redemption premium, if any) of Bonds in any Fiscal Year prior to maturity pursuant to this Indenture or any Bond Resolution, as such Mandatory Redemption Installment shall have been previously reduced by the principal amount of any Bonds of such Series of the maturity with respect to which such Mandatory Redemption Installment is payable which are purchased or redeemed by the Trustee in accordance with the provisions of this Indenture or of any Bond Resolution, other than a Mandatory Redemption Installment redemption or purchase.

"Maximum Annual Debt Service" shall mean the greatest amount of the Annual Debt Service calculated for any future Fiscal Year, taking into account any Mandatory Redemption Installments scheduled to be payable on any Series of Bonds.

"Net Revenues" shall have the meaning assigned to that term in the Project Financing Agreement.

"Other Revenues" shall mean any monies deposited to the credit of the Pledged Revenue Fund that are pledged as a Pledged Revenue, including, without limitation, monies received from the City to restore any deficiency in the Reserve Fund as provided in the Project Financing Agreement.

"Outstanding" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered except: (a) any Bond cancelled by or on behalf of the Corporation or delivered to the Registrar for cancellation at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of the Resolution or otherwise defeased as permitted by applicable law, and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to the Resolution.

"Owner" or "Registered Owner", when used with respect to any Bond shall mean the person or entity in whose name such Bond is registered in the Register. Any reference to a particular percentage or proportion of the Owners shall mean the Owners at a particular time of the specified percentage or proportion in aggregate principal amount of all Bonds then Outstanding under the Resolution.

"Parity Bonds" shall mean the Bonds and each Series of Additional Parity Bonds from time to time hereafter issued, but only to the extent such Parity Bonds remain Outstanding.

"Parking Garage" shall have the meaning assigned to that term in the preamble to this Indenture.

"Paying Agent/Registrar" shall mean the bank or trust company so designated in the Bond Resolutions.

"Pledged Revenue Fund" shall mean the fund so designated and created pursuant to Article IV of this Indenture.

"Pledged Revenues" shall have the meaning assigned to that term in Article II of this Indenture.

"Principal Installment" shall mean, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds of such Series which would at or before said future date be retired as a result of Mandatory Redemption Installments applied in accordance with this Indenture plus (b) the amount of any Mandatory Redemption Installment payable on said future date for the retirement of any Outstanding Bonds of said Series.

"Principal Installment Payment Date", when used in connection with any Bond, shall mean _____ 15 in each year the Bonds are scheduled to mature, as determined in accordance with the terms of the Bond Resolution governing the issuance of a Series of Bonds.

"Project" shall mean improvements to Love Field that the City and the Corporation agree shall be (a) funded as general improvements to Love Field and (b) paid from Net Revenues, including specifically the Parking Garage. Exhibit A to the Project Financing Agreement describes the facilities to be designed and constructed with proceeds of the initial series of Bonds issued by the Corporation in an aggregate principal amount not to exceed \$250,000,000.

"Project Financing Agreement" shall mean the Project Financing Agreement between the City and the Corporation, dated as of July 1, 2015, as the same may be amended or supplemented from time to time.

"Project Fund" shall mean the fund so designated and created pursuant to Article IV of this Indenture.

"Rebate Fund" shall mean the fund so designated and created pursuant to Article IV of this Indenture.

"Register" or "Bond Register" shall mean the books of registration kept by the Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"Regulations" or "Treasury Regulations" shall mean all applicable temporary, proposed and final regulations and procedures promulgated pursuant to the Code or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

"Reserve Fund" shall mean the fund so designated and created pursuant to Article IV of this Indenture.

"Reserve Requirement" shall be computed by the Corporation annually and after the issuance of any Series of Bonds and shall be the Maximum Annual Debt Service, provided that in any event the Reserve Requirement shall be the lesser of Maximum Annual Debt Service, one hundred and twenty-five percent (125%) of Average Annual Debt Service or ten percent (10%) of the stated principal amount of the Bonds or any Series of Bonds or ten percent (10%) of the issue price of the Bonds or any Series of Bonds if the Bonds or any Series of Bonds are issued with more than a *de minimis* amount (as certified by the Corporation) of original issue discount.

"Series" shall mean all of the Bonds authenticated and delivered on issuance and pursuant to this Indenture or any Bond Resolution authorizing the issuance of such Bonds as a separate series of Bonds or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds.

"State" or "State of Texas" shall mean the State of Texas.

"Subordinate Lien Obligations" shall mean any bonds, notes or other obligations, including contractual obligations incurred by the Corporation, secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on Pledged Revenues securing payment of the General Airport Revenue Bonds.

"Trustee" shall mean Wells Fargo Bank, National Association, and its successors in that capacity.

Section 1.02. Recitals, Table of Contents, Titles and Headings. The terms and phrases used in the recitals of this Indenture have been included for convenience of reference only and the meaning, construction and interpretation of such words and phrases for purposes of this Indenture shall be determined solely by reference to Section 1.01 hereof. The table of contents, titles and headings of the articles and sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date of this Indenture and any future amendments thereto or successor provisions thereof. This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Indenture and the General Airport Revenue Bonds.

[END OF ARTICLE I]

ARTICLE II

GRANTING CLAUSES

Section 2.01. Granting Clauses. In order to secure the payment of the principal of, redemption premium, if any, and interest on all General Airport Revenue Bonds as the same are issued and become due and payable, whether at maturity or by prior redemption, and the performance and observance of all of the covenants and conditions herein contained, and in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the General Airport Revenue Bonds by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation does hereby GRANT, BARGAIN, CONVEY, ASSIGN and PLEDGE to the Trustee and its successors in trust hereunder, subject to the provisions of this Indenture, all of the Corporation's right, title and interest in and to the following described properties and interests, direct or indirect, whether now owned or hereafter acquired (collectively, the "Pledged Revenues" or the "Trust Estate"):

(a) The Net Revenues and all of the Corporation's right, title and interest thereto under the Project Financing Agreement.

(b) Other Revenues

(c) All moneys deposited or required to be deposited in the Pledged Revenue Fund, the Debt Service Fund, the Reserve Fund and the Project Fund held by the Trustee pursuant to the provisions of this Indenture and all interest earnings and investment income therefrom, other than any amount required to be rebated to the United States under section 148(f) of the Code and deposited to Rebate Fund.

(d) Any and all property of every kind and nature (including without limitation, cash, obligations or securities) which may from time to time hereafter be conveyed, assigned, hypothecated, endorsed, pledged, mortgaged, granted, or delivered to or deposited with, the Trustee as additional security hereunder by the Corporation, or anyone on behalf of the Corporation, or which pursuant to any of the provisions hereof may come into the possession or control of the Trustee as security hereunder, or of a receiver lawfully appointed hereunder, all of which property the Trustee is authorized to receive, hold and apply according to the terms hereof.

TO HAVE AND TO HOLD all the same, with all rights and privileges appurtenant thereto, unto the Trustee and its successors in trust forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of the Owners from time to time of the General Airport Revenue Bonds secured and to be secured hereunder, or any of them, without preference, priority or distinction

as to lien or otherwise of any General Airport Revenue Bond over any other General Airport Revenue Bond, except as otherwise expressly provided in this Indenture.

PROVIDED, HOWEVER, that if the Corporation, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the General Airport Revenue Bonds and the interest and redemption premium, if any, due or to become due thereon, at the times and in the manner provided in the General Airport Revenue Bonds and in the Bond Resolutions, according to the true intent and meaning thereof, and shall cause the payments to be made into the Funds maintained hereunder in the amounts required by this Indenture and the Bond Resolutions, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee or Paying Agent/Registrar the entire amount due or to become due thereon, or an amount sufficient to provide for the payment thereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights and liens hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and shall remain in full force and effect.

[END OF ARTICLE II]

ARTICLE III

AUTHORIZATION OF GENERAL AIRPORT REVENUE BONDS; GENERAL TERMS AND PROVISIONS OF GENERAL AIRPORT REVENUE BONDS; ADDITIONAL PARITY BONDS AND SUBORDINATE LIEN OBLIGATIONS

Section 3.01. Authorization of General Airport Revenue Bonds. (a) The General Airport Revenue Bonds may be authorized from time to time by the Corporation pursuant to Bond Resolutions duly adopted by the Board, which Bond Resolutions shall specify or provide for establishing the dates, denominations, principal amounts, interest rates, maturities, redemption provisions, forms of bonds, manner of payment, provision for execution and authentication, application of proceeds and all other terms and provisions of the General Airport Revenue Bonds not otherwise provided herein.

(b) At or prior to the issuance of each Series of General Airport Revenue Bonds pursuant to any Bond Resolution, the Corporation shall provide to the Trustee the following:

- (i) a certified copy of the Bond Resolution;
- (ii) the approving opinion of the Corporation's Bond Counsel with respect to such Series of General Airport Revenue Bonds to the effect (i) that the Bonds are valid and binding obligations of the Corporation except to the extent that their enforceability may be limited by applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and except that such enforceability is subject to general principles of equity and the exercise of judicial discretion (regardless of whether such enforceability is considered in a proceeding in law or at equity), and (ii) that the Bonds are issued pursuant to the terms of this Indenture;
- (iii) if such Series of General Airport Revenue Bonds are being issued to refund any previously issued General Airport Revenue Bonds, the identity, redemption date and redemption price of the General Airport Revenue Bonds to be refunded;
- (iv) a debt service schedule with regard to such Series of General Airport Revenue Bonds and all General Airport Revenue Bonds that will then be Outstanding after the issuance of such series of General Airport Revenue Bonds and refunding of any General Airport Revenue Bonds being refunded thereby; and
- (v) the amount of the Reserve Requirement, as such amount may have been modified based upon the issuance of such Series of General Airport Revenue Bonds.

Section 3.02. Additional Parity Bonds. The Corporation reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Parity Bonds), one or more series of Additional Parity Bonds payable from and secured by a first lien on the Pledged Revenues, on a parity with the Bonds, and any previously issued Additional Parity Bonds; provided, however, that no Additional Parity Bonds may be issued unless:

(a) The Additional Parity Bonds mature on, and interest is payable on, the Principal Installment Payment Dates and Interest Payment Dates, respectively;

(b) There shall be on deposit in the Reserve Fund, after the issuance of the Additional Parity Bonds, an amount equal to the Reserve Requirement on any Outstanding Bonds plus the Additional Parity Bonds;

(c) The Corporation is not in material default with the terms of the Indenture, any Bond Resolution, the Project Financing Agreement or any other agreement to which it is a party and has so certified; and

(d) The City delivers to the Corporation and the Trustee either (i) a written report from an Airport Consultant setting forth projections which indicate that the estimated Net Revenues of the Airport System for each of three consecutive Fiscal Years beginning in the earlier of (A) the first Fiscal Year following the estimated date of completion and initial use of all revenue producing facilities to be financed with Additional Parity Bonds, based upon a written estimated completion date by the consulting engineer for the facility or facilities, or (B) the first Fiscal Year in which the Corporation will have scheduled payments of interest on or principal of the Additional Parity Bonds to be issued for the payment of which provision has not been made as indicated in the report of the Airport Consultant from proceeds of the Additional Parity Bonds, investment income on the proceeds of such Additional Parity Bonds or from other appropriated sources (other than Net Revenues) are at least equal to 1.25 times the Average Annual Debt Service on all Outstanding Parity Bonds scheduled to occur during each respective Fiscal Year after taking into consideration the additional Debt Service requirements for the Additional Parity Bonds to be issued, or (ii) a certificate executed by the Aviation Director and countersigned by the Chief Financial Officer of the City showing that, for either the City's most recent complete Fiscal Year or for any consecutive twelve (12) out of the most recent eighteen (18) months, the Net Revenues of the Airport System were equal to at least 1.10 times the Maximum Annual Debt Service requirements of all Parity Bonds scheduled to occur in the then current or any future Fiscal Year after taking into consideration the issuance of the Additional Parity Bonds proposed to be issued.

The foregoing notwithstanding, the conditions set forth in paragraph (d) above shall not apply to (A) the first \$250,000,000 in aggregate principal amount of General Airport Revenue Bonds issued by the Corporation to fund the costs of the design and construction of the Parking Garage, funding the Reserve Fund and other funds and accounts established by this Indenture, and related Costs of Issuance, and (B) the issuance of any Series of Additional Parity Bonds for refunding purposes that

will have the result of reducing the maximum debt service requirements on the General Airport Revenue Bonds so refunded.

Section 3.03. Subordinate Lien Obligations. The Corporation reserves the right to issue, for any lawful purpose, Subordinate Lien Obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on Pledged Revenues securing payment of the General Airport Revenue Bonds. Such Subordinate Lien Obligations may be further secured by any other source of payment lawfully available for such purposes.

Section 3.04. Declaration. It is hereby expressly declared that all revenues, receipts, moneys and other properties hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, covenants, agreements, uses and purposes set forth in this Indenture.

[END OF ARTICLE III]

ARTICLE IV

FUNDS AND INVESTMENTS

Section 4.01. Creation of Funds. There are hereby created the following Funds:

- (A) Pledged Revenue Fund;
- (B) Debt Service Fund;
- (C) Reserve Fund;
- (D) Project Fund;
- (E) Costs of Issuance Fund; and
- (F) Rebate Fund.

Each Fund shall be maintained by the Trustee separate and apart from all other funds of the Corporation. The Pledged Revenue Fund, the Debt Service Fund, the Reserve Fund and the Project Fund shall constitute trust funds which shall be held in trust by the Trustee solely for the benefit of the Owners of the General Airport Revenue Bonds. The Owners of General Airport Revenue Bonds shall have no rights to monies held in the Costs of Issuance Fund or the Rebate Fund. The Trustee, at its discretion or upon the written direction of the Corporation, may establish accounts within any Fund to enable the more efficient management of the monies on deposit in any such fund.

Section 4.02. Pledged Revenue Fund. There is hereby created and established with the Trustee a fund to be designated the "Pledged Revenue Fund". Immediately upon receipt thereof, the Corporation shall deposit into the Pledged Revenue Fund all Net Revenues and any Other Revenues. Money in the Pledged Revenue Fund shall be held in trust by the Trustee and applied in the following manner and order of priority:

- (A) First, to the Debt Service Fund amounts necessary to make the amounts on deposit therein equal to the interest and Principal Installments, and premium, if any, due on the General Airport Revenue Bonds in the then current Fiscal Year;
- (B) Second, to the Reserve Fund amounts required to attain or maintain the Reserve Requirement;
- (C) Third, to the payment of the fees and expenses of the Trustee and Paying Agent/Registrar due and owing, in the then current Fiscal Year;

(D) Fourth, to any fund or account created for the benefit of any Subordinate Lien Obligations issued or incurred by the Corporation; provided that immediately prior to any such transfers the deposits required by Sections 4.02(A) through (C) above have been made or provided for; and

(E) Fifth, as directed by the Corporation, to the Project Fund to pay for any services, improvements or other costs of the Project as are agreed to by the City and the Corporation by an agreement duly authorized by the governing bodies of both the City and the Corporation; provided that immediately prior to any such transfers the deposits required or payments made by Sections 4.02(A) through (D) above have been made or provided for.

Section 4.03. Debt Service Fund. There is hereby created and established with the Trustee a fund to be designated the "Debt Service Fund". Money in the Debt Service Fund shall be held in trust by the Trustee. The Corporation shall deposit or cause to be deposited into the Debt Service Fund accrued interest on the General Airport Revenue Bonds, moneys designated by the Corporation as capitalized interest on the General Airport Revenue Bonds, transfers from the Pledged Revenue Fund as provided in Section 4.02, and, to the extent necessary, other Pledged Revenues in such amounts and at such times to provide that amounts necessary to pay all General Airport Revenue Bonds when due, including specifically to pay interest and Principal Installments due on the General Airport Revenue Bonds in the then current Fiscal Year. The Trustee shall transfer on each Interest Payment Date and each Principal Installment Payment Date to the Paying Agent/Registrar such amounts in the Debt Service Fund to pay Principal Installments and interest on the General Airport Revenue Bonds as the same becomes due. The Trustee shall make all such transfers such that the Corporation shall be in compliance with the Principal and Interest Guidelines in the Operational Arrangement of The Depository Trust Company, as amended from time to time.

Section 4.04. Reserve Fund. There is hereby created and established with the Trustee a fund to be designated the "Reserve Fund". Money in the Reserve Fund shall be held in trust by the Trustee. The Reserve Fund shall initially be funded as provided in the Bond Resolutions.

(A) If, on any Interest Payment Date or Principal Installment Payment Date, after transferring funds to the Debt Service Fund as provided in Section 4.02, the Reserve Fund contains amounts less than the Reserve Requirement, the Trustee shall withdraw from the Pledged Revenue Fund and deposit into the Reserve Fund the amount required to attain the Reserve Requirement. If there are not sufficient funds in the Pledged Revenue Fund to fund the Reserve Requirement, the Trustee shall deposit into the Reserve Fund, as received, the following funds, until the Reserve Requirement is again attained:

- (i) those portions of Net Revenues required to be deposited into the Reserve Fund pursuant to the Bond Resolutions and this Indenture;
- (ii) all interest and income earned from the investment of amounts credited to the Reserve Fund; and

- (iii) all other Pledged Revenues not required to be deposited into the Debt Service Fund or paid as fees to the Trustee or Paying Agent/Registrar.

(B) So long as the Reserve Fund contains amounts at least equal to the Reserve Requirement, all earnings on the Reserve Fund (other than amounts required to be transferred to the Rebate Fund pursuant to Section 4.07) shall be transferred and deposited, as collected, into the Debt Service Fund.

(C) Amounts deposited into the Reserve Fund shall be (i) used to pay interest on or Principal Installments of the General Airport Revenue Bonds when insufficient funds are available for such purpose in the Debt Service Fund or (ii) applied toward the payment of interest on or Principal Installments of General Airport Revenue Bonds in connection with the refunding or redemption of such General Airport Revenue Bonds. Should the Trustee determine that on any Interest Payment Date or Principal Installment Payment Date there are not sufficient funds in the Debt Service Fund available to pay interest on or principal of the Parity Bonds then due and owing, the Trustee shall transfer funds from the Reserve Fund to the Debt Service Fund to the extent available to address such deficiency.

Section 4.05. Project Fund. There is hereby created and established with the Trustee a fund to be designated the "Project Fund". The Trustee, at the direction of the Corporation, may establish and create within the Project Fund such number of accounts and subaccounts as the Corporation deems appropriate.

The Project Fund and any accounts or subaccounts thereof shall initially be funded as provided in the Bond Resolutions. The money and securities in the Project Fund shall be held in trust by the Trustee and applied as provided herein, and until such application, the money and securities in such fund shall be subject to a lien and charge in favor of the Owners of the Bonds.

(A) The Trustee is hereby authorized and directed to make disbursements from the Project Fund and to issue its checks therefor or otherwise pay upon receipt of a requisition in accordance with Section 4.05(B). The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom.

(B) The Trustee shall use money in the Project Fund solely to pay or reimburse the Corporation for costs of the Project and the repayment of any advances, loans, notes or other obligations used to finance Project Costs. Before any payment shall be made from the Project Fund, there shall be filed with the Trustee a completed requisition, in the form attached hereto as Exhibit A, signed by the City and the construction manager for the Project. Upon receipt of such requisition, the Trustee shall make payment from the Project Fund in accordance with such requisition.

Section 4.06. Costs of Issuance Fund. There is hereby created and established with the Trustee a fund to be designated the "Costs of Issuance Fund". The Trustee, at the direction of the Corporation, may establish and create within the Costs of Issuance Fund such number of accounts and subaccounts as the Corporation deems appropriate.

The Trustee shall deposit to the credit of the Costs of Issuance Fund the amount set forth in the closing instructions executed by or on behalf of the Corporation in connection with the delivery of a Series of General Airport Revenue Bonds. The Trustee shall apply the monies in the Costs of Issuance Fund to the payment of Costs of Issuance, in accordance with the certificate to be delivered as provided in the Bond Resolutions in respect to the application of proceeds of General Airport Revenue Bonds. The Trustee will transfer any balance remaining in the Costs of Issuance Fund on the one hundred and eightieth (180th) day following the issuance of the Series of General Airport Revenue Bonds to the Pledged Revenue Fund. Monies in the Costs of Issuance Fund shall be invested pursuant to Section 4.08 hereof.

Section 4.07. Rebate Fund.

(A) Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien created by this Indenture. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount directed by the Corporation to be transferred thereto.

(B) Within five (5) days after each transfer of funds to the Rebate Fund necessary to meet the requirements of Article VIII of the Bond Resolution or this Section, the Trustee shall withdraw from the Rebate Fund and pay to the United States the balance of the Rebate Fund. All payments to the United States pursuant to this Section shall be (i) made by the Trustee for the account and in the name of the Corporation, (ii) paid by check mailed by registered mail (return receipt requested), addressed to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255 (or such other Service Center as may be designated by the Internal Revenue Service from time to time), and (iii) accompanied by the relevant Internal Revenue Service Form 8038-T provided by the Corporation.

(C) The Trustee shall preserve copies (either in original form or by image) of all statements and forms received from the Corporation pursuant to this Indenture and all records maintained by it of transactions in the Rebate Fund and shall deliver such materials to the Corporation within sixty (60) days following the discharge of the last of the Bonds.

(D) The Trustee may in good faith conclusively rely on the instructions of the Corporation with regard to any actions to be taken by it pursuant to this Section and shall have no liability for any consequences of any failure of the Corporation to supply accurate or sufficient instructions.

(E) If at any time during the term of this Indenture the Trustee or the Corporation desires to take any action that would otherwise be prohibited by the terms of this Section, such person will be permitted to take such action only if it shall first obtain and provide to the other person named herein an opinion of Bond Counsel (acceptable to both the Trustee and the Corporation) to the effect that such action will not adversely affect the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes and shall be in compliance with the laws of the State of Texas and the terms of this Indenture.

(F) If the Trustee shall declare the principal of the Bonds and the interest accrued thereon immediately due and payable as the result of an Event of Default specified in this Indenture, or if the Bonds are optionally or mandatorily prepaid or redeemed prior to maturity as a whole in accordance with their terms, any amount remaining in any Fund shall be transferred to the Rebate Fund to the extent that the amount therein is less than the projected Rebate Amount computed by the as required in this Section as of the date of such acceleration or redemption, and the balance of such amount shall be used immediately by the Trustee for the purpose of paying principal of, redemption premium, if any, and interest on the Bonds when due.

Section 4.08. Investments; Earnings. Monies deposited into the Rebate Fund shall not be invested. Monies deposited into the Pledged Revenue Fund, the Debt Service Fund, the Reserve Fund, the Project Fund and the Costs of Issuance Fund shall be invested and reinvested in Eligible Investments as directed in writing to the Trustee by the Corporation; provided that all such Eligible Investments shall be directed by the Corporation in such manner that the money required to be expended from any Fund will be available at the proper time or times.

(A) All investments and any profits realized from or interest accruing on such investments shall belong to the Fund from which the monies for such investments were taken (except as otherwise expressly provided in this Indenture). All losses on investments shall be charged against the Fund to which such investments are credited. The Trustee shall have the right to have sold in the open market a sufficient amount of any such investments at any time that a Fund does not have sufficient uninvested funds on hand to meet the obligations payable out of such Fund. The Trustee shall not be liable or responsible for any loss resulting from any such investment or resulting from the sale of any such investment as herein authorized. The Trustee shall not be responsible for determining whether any Eligible Investments are legal investments under the laws of the State.

(B) At the direction of the Corporation, a portion of the investment income from any Fund may be paid directly to the Rebate Fund, free and clear of the lien and pledge of this Indenture, without regard to the provisions of Section 4.02, for payment to the United States pursuant to Section 4.07 in order to maintain the tax-exempt status of the Bonds.

(C) The Trustee may make any investment through its own investment department. As amounts invested are needed for disbursement from any Funds, the Trustee shall cause a

sufficient amount of the investments credited to that Fund to be redeemed or sold and converted into cash to the credit of that Fund. Securities transaction charges incident to any purchase, sale, or redemption of Eligible Investments shall be charged to the Corporation.

(D) The Corporation by its execution of this Indenture covenants to restrict the investment of money in the Funds created under this Indenture in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bonds are delivered to their original purchaser, so that the Bonds will not constitute arbitrage bonds under the Code and applicable Regulations, and the Trustee hereby agrees to comply with the Corporation's instructions with respect to the investment of money in the Funds created under this Indenture.

(E) The Corporation has covenanted to provide the Trustee with written instructions to assure that any amounts that, in accordance with the Code and applicable regulations, are required to be invested at a restricted yield will be invested either (i) in Exempt Securities or (ii) at a yield that is not materially higher than the yield on the Bonds, determined in accordance with the Code and applicable Regulations, unless in the opinion of Bond Counsel, investment of such at a higher rate will not adversely affect the exclusion from gross income of interest on the General Airport Revenue Bonds for federal income tax purposes. For the purpose of applying this Section, amounts on deposit in each Fund shall be accounted for on a first in, first out basis. The Trustee, at the Corporation's direction, is authorized to yield restrict any investment in accordance with Article VIII of the Bond Resolutions.

(F) For the purpose of determining the amount on deposit to the credit of any such Fund, obligations in which money in such Fund shall have been invested shall be valued at the Fair Market Value. The Trustee shall provide a valuation of the Eligible Investments in the Funds established under this Indenture as of the last Business Day of each month and at the time or times withdrawals are made therefrom. The foregoing notwithstanding, moneys on deposit on the Reserve Fund shall not be invested in securities with an average weighted maturity of greater than five (5) years. If the Corporation shall fail to so direct investments, the Trustee shall invest the affected moneys in a money market mutual fund managed by the Trustee whose underlying assets meet the requirements of Chapter 2256, Texas Government Code, and which is rated in the highest rating category issued by a nationally recognized municipal securities rating agency.

Section 4.09. Disposition of Moneys upon Completion of Project and Discharge of Indenture.

Upon completion of the Project, and the payment of all costs of the Project, General Airport Revenue Bonds and Subordinate Lien Obligations has been made in full, the Corporation shall deliver to the Trustee a written letter of instructions so stating that the Project is completed and such payment in full has been made. Promptly after receipt of such letter of instructions from the Corporation, the Trustee shall cause any money remaining in the Pledged Revenue Fund or the Project Fund to be transferred to the City.

[END OF ARTICLE IV]

ARTICLE V

COVENANTS OF THE CORPORATION

Section 5.01. Payment of General Airport Revenue Bonds and Performance of Obligations. The Corporation covenants to promptly pay or cause to be paid all General Airport Revenue Bonds when due, including specifically to promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on the General Airport Revenue Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the General Airport Revenue Bonds and the Bond Resolutions; to pay when due all fees, charges and other amounts due to the Trustee and the Paying Agent/Registrar for the discharge of their duties hereunder; and to faithfully keep and perform all of its covenants, undertakings and agreements contained in this Indenture, the Project Financing Agreement, the Bond Resolutions and the General Airport Revenue Bonds.

Section 5.02. Recordation and Execution of Security Instruments. (a) Chapter 1208, Texas Government Code, applies to the issuance of the General Airport Revenue Bonds and the pledge of the Pledged Revenues granted by the Corporation under Section 2.01 of this Indenture, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while any General Airport Revenue Bonds are outstanding and unpaid such that the pledge of the Pledged Revenues granted by the Corporation under Section 2.01 of this Indenture is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the General Airport Revenue Bonds the perfection of the security interest in said pledge, the Board agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur. This Indenture constitutes a "security agreement", as such term is defined in Chapter 1208, Texas Government Code.

(b) Should Texas law be amended in the manner described in subsection (a) above, the Corporation covenants to cause this Indenture, any supplemental indentures, and all other security instruments, financing statements and supplements thereto that may be necessary, to be filed, recorded, and refiled, in such manner, at such times and in such places as may be required by law in order to fully preserve and protect the rights and security of the Owners of the General Airport Revenue Bonds and to perfect and preserve the lien of this Indenture. Without limiting the generality of the foregoing, the Corporation shall execute and deliver such additional instruments and perform such additional acts as may be necessary and proper after the execution of this Indenture and to transfer to any successor Trustee or Trustees the assets, powers, instruments and funds held in trust hereunder and to confirm the lien of this Indenture with respect to any Bond, and shall take all action that may at any time be necessary, in the opinion of the Trustee, to secure the interests of the Owners of the Bonds.

Section 5.03. Title; Encumbrances of Pledged Revenues. The Corporation covenants that it has good and indefeasible title to the Net Revenues, subject to the assignments and pledges contained herein. So long as any General Airport Revenue Bonds remain Outstanding, except as permitted by Sections 3.02 and 3.03 of this Indenture, the Corporation covenants not to sell, transfer, assign, pledge, encumber, mortgage or otherwise dispose of, directly or indirectly, by merger or otherwise, or

cause or suffer same, or create or allow to accrue or exist any lien upon, all or any part of its interest in the Pledged Revenues or any portion thereof, except for the lien of this Indenture.

Section 5.04. Pledged Revenues Not Encumbered. The Pledged Revenues are not in any manner pledged to the payment of any debt or obligation of the Corporation other than the General Airport Revenue Bonds. The Corporation covenants that it will not in any manner pledge or further encumber the Pledged Revenues unless such pledge or encumbrance is junior and subordinate to the lien and pledge hereunder securing the General Airport Revenue Bonds.

Section 5.05. Collection of Net Revenues. Subject to the provisions of applicable law and the Project Financing Agreement, the Corporation covenants and agrees to use its best efforts to cause the City to transfer to the Trustee, on behalf of the Corporation, when due in accordance with the terms of the Project Financing Agreement, all Net Revenues to provide for the payment of principal of and interest on the General Airport Revenue Bonds, as provided in clause (A) of Section 4.02 hereof, and other obligations as described in clauses (B) and (C) of Section 4.02 hereof.

Section 5.06. Amendment of Project Financing Agreement. The Corporation covenants not to cause any amendment of the Project Financing Agreement that will in any manner materially impair the rights of the Owners of the General Airport Revenue Bonds.

Section 5.07. Tax Status of General Airport Revenue Bonds. Unless General Airport Revenue Bonds are issued as obligations, the interest on which is to be included in gross income for federal income tax purposes, as further described in a Bond Resolution, the Corporation covenants that it will not knowingly take any action, or omit to take any action, which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of interest on the General Airport Revenue Bonds, and in the event such action or omission will promptly, upon receiving knowledge thereof, take all lawful actions, based on advice of Bond Counsel, as may rescind or otherwise negate such action or omission.

[END OF ARTICLE V]

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.01. Events of Default. An Event of Default hereunder shall consist of any of the following acts or occurrences:

- (A) failure to pay when due Principal Installments or interest on any General Airport Revenue Bond; or
- (B) failure to deposit to the Debt Service Fund money sufficient for the payment of any Principal Installments or interest payable on the General Airport Revenue Bonds by no later than the date when such Principal Installment or interest becomes due and payable; or
- (C) failure by the Corporation to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained in this Indenture or in the General Airport Revenue Bonds, which failure shall have continued for a period of thirty (30) days after written notice, either by registered or certified mail, to the Corporation specifying the failure and requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Holders of not less than 25 percent (25%) in aggregate principal amount of the General Airport Revenue Bonds then outstanding.

Section 6.02. Notices. In order to provide the Corporation and the City with information with respect to its obligations under this Indenture, the Trustee shall provide the Corporation and the City the following notices:

- (A) notice of any draws upon the Reserve Fund which are required to be transferred to the Debt Service Fund for the payment of Principal Installments of or interest on any General Airport Revenue Bonds, together with the description of the amount drawn; and
- (B) notice of transfers to the Rebate Fund pursuant to Section 4.07.

Section 6.03. Notice of Default. The Trustee shall also be required to give immediate notice to the Corporation and the City of the occurrence of any Event of Default hereunder.

Section 6.04. Remedies in General. If an Event of Default hereunder shall occur and be continuing, then, in addition to all of the other rights and remedies granted to the Trustee hereunder, the Trustee in its discretion, subject to the provisions of this Indenture, may proceed to protect and enforce its rights and the rights of the Owners of General Airport Revenue Bonds by suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in this Indenture, the Bond Resolutions or the General Airport Revenue Bonds or in aid of the execution of any power granted in this Indenture or for the enforcement of any other legal, equitable or other remedy, as the Trustee, being advised by counsel, shall deem most effectual

to protect and enforce any of the rights of the Trustee or such Owners of the General Airport Revenue Bonds, including, without limitation, the right to seek a writ of mandamus issued by a court of competent jurisdiction compelling the members of the Board or other officers of the Corporation or the City to make payment of the Net Revenues (but only from and to the extent of the sources provided in this Indenture and the Project Financing Agreement) or to observe and perform such covenant, obligations or conditions of this Indenture or the Project Financing Agreement.

Section 6.05. Appointment of Receivers. If an Event of Default hereunder shall occur and be continuing, and upon filing of a bill in equity or commencement of other judicial proceedings to enforce the rights of the Trustee and the Owners hereunder, the Trustee shall be entitled as a matter of right, and to the extent permitted by law, to the appointment of a receiver or receivers of the Pledged Revenues and the income, rents, profits and use thereof pending such proceedings, with such powers as the court making such appointment shall confer.

Section 6.06. Trustee May Act Without Possession of General Airport Revenue Bonds. All rights of action under this Indenture or under any General Airport Revenue Bonds may be enforced by the Trustee without possession of any of the General Airport Revenue Bonds or the production thereof on any trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name, as Trustee for the ratable benefit of the Owners of the General Airport Revenue Bonds, subject to the provisions of this Indenture.

Section 6.07. Trustee as Attorney in Fact. The Trustee is hereby appointed (and the Owners of the General Airport Revenue Bonds, by taking and owning same from time to time, shall be deemed to have so appointed the Trustee) as the true and lawful attorney in fact of the Owners of the General Airport Revenue Bonds, to make or file, in the names of the Owners of the General Airport Revenue Bonds, or in behalf of all Owners of the General Airport Revenue Bonds as a class, any proof of debt, amendment to proof of debt, petition or other document, and to do and perform any and all acts and things for and in the name of the Owners of the General Airport Revenue Bonds as a class as may be necessary or advisable, in the judgment of the Trustee, in order to have the claims of the Owners of the General Airport Revenue Bonds against the Corporation approved in any equity receivership, insolvency, liquidation, bankruptcy, reorganization or other proceedings to which the Corporation shall be a party and to receive payment of or on account of such claims. Any such receiver, assignee, liquidator or trustee is hereby authorized by each of the Owners to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Owners, to pay to the Trustee any amount due for compensation and expenses of the Trustee, including counsel fees, incurred up to the date of such distribution, and the Trustee shall have full power of substitution and delegation in respect of any such powers.

Section 6.08. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the General Airport Revenue Bonds, or now or hereafter existing at law or in equity or by statute. Anything to the contrary herein notwithstanding, acceleration shall not be a remedy if an Event of Default occurs and is continuing. No delay or omission to exercise any right or power

accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.09. Limitation on Suits. All rights of action in respect of this Indenture shall be exercised only by the Trustee, and no Owner of any Bond secured hereunder shall have any right to institute any suit, action or proceeding at law or in equity for the appointment of a receiver or for any other remedy hereunder or by reason hereof, unless and until the Trustee shall have received written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the General Airport Revenue Bonds then Outstanding and shall have been furnished reasonable indemnity and shall have refused or neglected for ten (10) days thereafter to institute such suit, action or proceedings. The making of such request and the furnishing of such indemnity shall in each and every case be conditions precedent to the execution and enforcement by any Owner of any Bond of the powers and remedies given to the Trustee hereunder and to the institution and maintenance by any such Owner of any action or cause of action for the appointment of a receiver or for any other remedy hereunder, but the Trustee may, in its discretion, and when duly requested in writing by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the General Airport Revenue Bonds then Outstanding and when furnished indemnity satisfactory to protect it against expenses, charges and liability shall, forthwith, take such appropriate action by judicial proceedings or otherwise in respect of any existing default on the part of the Corporation as the Trustee may deem expedient in the interest of the Owners of the General Airport Revenue Bonds.

Nothing contained in this Article, however, shall affect or impair the right of any Owner, which shall be absolute and unconditional, to enforce the payment of the Principal Installments and interest on the General Airport Revenue Bonds of such Owner, but only out of the moneys for such payment as herein provided, or the obligation of the Corporation, which shall also be absolute and unconditional, to make payment of the Principal Installments and interest on the General Airport Revenue Bonds issued hereunder, but only out of the funds provided herein for such payment, to the respective Owners thereof at the time and place stated in said General Airport Revenue Bonds.

Section 6.10. Right of Owners of the General Airport Revenue Bonds to Direct Proceedings. Notwithstanding any provision of this Indenture to the contrary, the Owners of a majority of the aggregate principal amount of the General Airport Revenue Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee or any other proceedings hereunder; provided, however, that such direction shall not be contrary to law or the provisions of this Indenture, and the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in personal liability or would be unjustly prejudicial to the Owners of the General Airport Revenue Bonds not consenting. The Trustee may take any other action which is not inconsistent with the provisions of this Indenture or with any direction under this Section. Anything to the contrary herein notwithstanding, acceleration shall not be a remedy available to the Owners.

Section 6.11. Restoration of Rights and Remedies. If the Trustee or any Owner of a Bond has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Owner of a Bond, then and in every such case the Corporation, the Trustee and the Owners of the General Airport Revenue Bonds shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Owners of the General Airport Revenue Bonds shall continue as though no such proceeding had been instituted.

Section 6.12. Waiver of Stay or Extension Laws. To the extent that it may lawfully do so, the Corporation covenants that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of any stay or extension law whenever or wherever enacted, which may affect the covenants or the performance of this Indenture. The Corporation also covenants that it will not otherwise hinder, delay or impede the execution of any power herein granted to the Trustee.

Section 6.13. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Owner of any Bond to exercise any right or remedy accruing upon any Event of Default hereunder shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Owners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Owners of the General Airport Revenue Bonds, as the case may be.

[END OF ARTICLE VI]

ARTICLE VII

DISCHARGE

Section 7.01. Discharge and Release of Lien. When all General Airport Revenue Bonds have been paid in full as to principal and as to interest and premium, if any, or when all General Airport Revenue Bonds have become due and payable, whether at maturity or by prior redemption or otherwise, and the Corporation shall have provided for the payment of the whole amount due or to become due on all General Airport Revenue Bonds then outstanding, including all interest which has accrued thereon or which may accrue to the date of maturity or redemption by depositing with the Trustee or the Paying Agent/Registrar, for payment of such outstanding General Airport Revenue Bonds and the interest thereon and any premium which may be due thereon, the entire amount due or to become due thereon, or amounts and investments sufficient to provide for such payment as provided in the Bond Resolutions, and the Corporation shall also have paid or caused to be paid all sums payable hereunder by the Corporation, including the compensation due or to become due the Trustee, then the Trustee shall, upon receipt of a letter of instructions from the Corporation requesting the same, discharge and release the lien of this Indenture and execute and deliver to the Corporation such releases or other instruments as shall be required to release the lien hereof.

[END OF ARTICLE VII]

ARTICLE VIII

THE TRUSTEE

Section 8.01. Acceptance of Trusts. The Trustee, for itself and its successors, hereby accepts the trusts under this Indenture, but only upon the following terms and conditions set forth in this Article.

(a) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it, by or through attorneys or agents selected by it with reasonable care, and shall be entitled to advice of counsel concerning all matters of trust hereof and its duties hereunder, and may in all cases pay such reasonable compensation as it shall deem proper to all such attorneys and agents as may reasonably be required and employed in connection with the trusts hereof, and the Trustee shall not be responsible for the acts or negligence of such attorneys, agents or counsel, if selected with reasonable care.

(b) The Trustee shall not be responsible for any recitals herein, in the Bond Resolutions or in the General Airport Revenue Bonds. The Trustee may require of the Corporation full information and advice as to the performance of the covenants, conditions and agreements contained in this Indenture. The recitals and statements of fact and warranties contained in this Indenture, the Bond Resolutions and in the General Airport Revenue Bonds shall be taken as statements by the Corporation and shall not be considered as made by or as imposing any obligation or liability upon the Trustee.

(c) Except as otherwise provided in this Indenture, the Trustee shall not be bound to recognize any person as an Owner of any Bond or to take action at such person's request, unless such person's name appears as the Registered Owner of such Bond in the Register.

(d) Prior to an Event of Default hereunder, and after the curing of any such Event of Default, (i) the Trustee shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee, and (ii) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely upon the truth, completeness and accuracy of the letters of instruction, statements, certificates, opinions, certified resolutions and other certified showings conforming to the requirements of this Indenture. The Trustee, upon receipt of documents furnished to it by or on behalf of the Corporation pursuant to this Indenture, shall examine same to determine whether or not such documents conform to the requirements of this Indenture. In case of an Event of Default which has not been cured, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise thereof as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(e) Except as otherwise expressly provided by the provisions of this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to any Owner of any Bond or to the Corporation or any other person, and the Trustee shall not incur any liability for its failure or refusal to give or furnish same unless obligated or required to do so by express provision hereof.

(f) Nothing herein contained shall relieve the Trustee from liability for its own negligent action or failure to act or its own willful misconduct, except that the Trustee shall not incur any liability (i) for any error of judgment made in good faith by a responsible officer or responsible officers thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts, or (ii) in respect of any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of the percentage of the General Airport Revenue Bonds specified herein relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

(g) None of the provisions contained in this Indenture shall require the Trustee to advance, expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it by the security afforded to it by the terms of this Indenture.

(h) Except for information provided by the Trustee concerning the Trustee, the Trustee shall have no responsibility with respect to any information in any offering memorandum or other disclosure material distributed with respect to the General Airport Revenue Bonds, and the Trustee shall have no responsibility for compliance with securities laws in connection with the issuance and sale of the General Airport Revenue Bonds.

(i) In the event the Trustee shall receive inconsistent or conflicting requests and indemnity from two or more groups of Owners, each representing less than a majority of the aggregate principal amount of the General Airport Revenue Bonds then Outstanding, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

(j) Except as otherwise especially provided by the provisions of this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to any Owner of any General Airport Revenue Bond or to the Corporation or any other person, and the Trustee shall not incur any liability for its failure or refusal to give or furnish same unless obligated or required to do so by express provisions hereof.

(k) The Trustee shall not be required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Indenture.

(l) The Trustee is under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Owners of the General Airport Revenue Bonds unless such Owners have offered to the Trustee security or indemnity satisfactory to the Trustee as to its terms, coverage, duration, amount and otherwise with respect to the costs, expenses and liabilities which may be incurred by it in compliance with such request or direction, and the provision of such indemnity shall be mandatory for any remedy taken upon direction of the Owners of a majority in aggregate principal amount of the General Airport Revenue Bonds.

(m) The Trustee is not required to make any inquiry or investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond, debenture or other paper or document but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee determines to make such further inquiry or investigation, it is entitled to examine the books, records and premises of the Corporation, in person or by agent or attorney.

(n) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and right to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the General Airport Revenue Bonds.

(o) The permissive right of the Trustee to take the actions permitted by this Indenture shall not be construed as an obligation or duty to do so.

Section 8.02. Reliance by Trustee. To the extent not prohibited by this Article, the Trustee may rely, and shall be protected in acting upon, any letters of instruction, statements, certificates, certified resolutions, opinions, notices, consents, orders, appraisals, reports, policies, bonds or other papers or documents believed by it to be genuine and to have been signed or presented to it by the proper person or persons, and the Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in good faith and in conformity with the opinion of such counsel.

Section 8.03. Certificate of the Corporation as Proof. Whenever in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, then, in the absence of bad faith on the part of the Trustee, and unless other evidence in respect thereof be herein specifically prescribed, and unless an Event of Default hereunder, to the knowledge of the Trustee, shall have occurred and be continuing, such matter may be deemed to be conclusively proved and established by a certificate of the Corporation, executed by the President or the Vice President of the Corporation and delivered to

the Trustee, and such certificate shall be full warranty to the Trustee for any action taken or suffered by it under the provisions of this Indenture in reliance thereon.

Section 8.04. Trustee May Own General Airport Revenue Bonds. The Trustee, in its commercial banking or any other capacity, may become the owner or pledgee of General Airport Revenue Bonds or other certificates or evidences of ownership or pledge thereof issued hereunder, with the same rights it would have if it were not the Trustee. The Trustee, in its commercial banking or in any other capacity, may also engage in or be interested in any financial or other transaction with the Corporation and may act as depository, trustee or agent for any committee of Owners secured hereby or other obligations of the Corporation as freely as if it were not Trustee. The provisions of this Section shall extend to affiliates of the Trustee.

Section 8.05. Compensation of Trustee. The Corporation shall pay to the Trustee all reasonable fees, charges and expenses of the Trustee (including the reasonable fees, charges and expenses of its agents and counsel) for the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder. The Corporation further agrees that it will, to the extent permitted by law, indemnify, defend and hold the Trustee harmless from and against any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the office of Trustee under this Indenture, including the costs of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The foregoing notwithstanding, should the Trustee exercise any of the rights or powers vested in it by this Indenture upon receiving security or indemnity satisfactory to the Trustee as provided in Section 8.01(l), the Corporation shall be under no obligation to provide indemnity with respect to the particular actions taken by the Trustee for which security or indemnity has been so provided in accordance with Section 8.01(l).

Section 8.06. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owners of a majority in principal amount of the General Airport Revenue Bonds then Outstanding and delivered to the Trustee, with notice thereof given to the Corporation.

Section 8.07. Resignation of Trustee. The Trustee may at any time resign and be discharged from the trusts hereby created by giving written notice to the Corporation and by providing written notice to the Owners of its intended resignation at least sixty (60) days in advance thereof. Such notice shall specify the date on which such resignation shall take effect and shall be sent by first class mail, postage prepaid to each Registered Owner of a General Airport Revenue Bond. Resignation by the Trustee shall not take effect unless and until a successor to such Trustee shall have been appointed and shall have accepted appointment as hereinafter provided.

Section 8.08. Appointment of Successor Trustee. In case the Trustee hereunder shall resign, or shall be removed or dissolved, or shall be in the course of dissolution or liquidation, or shall otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under control of any public officer or officers or a receiver appointed by a court, a successor may be appointed by the Corporation, if no Event of Default has occurred or is continuing, or by the Owners of a majority in principal amount of the General Airport Revenue Bonds then Outstanding, by an instrument or concurrent instruments in writing, signed by the Corporation or such Owners or their duly authorized representatives and delivered to the Trustee, with notice thereof given to the Corporation; provided, however, that in any of the events above mentioned, the Corporation may nevertheless appoint a temporary Trustee to fill such vacancy until a successor shall be appointed by the Owners in the manner above provided, and any such temporary Trustee so appointed by the Corporation shall immediately and without further act be automatically succeeded by the successor to the Trustee appointed by the Owners. The Corporation shall provide written notice to the Owners of the appointment of any successor Trustee, whether temporary or permanent, in the manner provided in the preceding Section of this Indenture for providing notice of the resignation of the Trustee. Any successor Trustee or temporary Trustee shall be a trust company or bank in good standing located in or incorporated under the laws of the State of Texas duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$50,000,000.

In the event that no appointment of a successor Trustee is made by the Owners or by the Corporation pursuant to the foregoing provisions of this Section at the time a vacancy in the office of the Trustee shall have occurred, the Owner of any Bond issued hereunder or the retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice as it shall deem proper, if any, appoint a successor Trustee.

Section 8.09. Powers of Successor Trustee. Each successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Corporation, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor, but such predecessor Trustee shall, nevertheless, on the written request of the Corporation, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations of such predecessor hereunder. Each predecessor Trustee shall immediately deliver all properties, securities and moneys held by it to its successor; provided, however, that before any such delivery is required or made, all proper fees, advances and expenses of the predecessor Trustee shall be paid in full. Should any deed, conveyance or instrument in writing be required from the Corporation by any successor Trustee for properties, rights, powers, trusts, duties and obligations hereby vested or intended to be vested in the predecessor Trustee, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Corporation. The resignation of any Trustee, appointing a successor Trustee hereunder, together with all deeds, conveyances and other instruments provided for in this Article shall, at the expense of the Corporation, be properly filed or recorded and

a copy thereof shall be filed with such successor Trustee, together with a statement showing such filing or recordation.

Section 8.10. Merger, Conversion or Consolidation of Trustee. Notwithstanding any provision hereof to the contrary, any corporation or association into which the Trustee may be merged or converted, or with which it may be consolidated, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party, shall be the successor Trustee under this Indenture without the execution or filing of any instrument or any other act on the part of any of the parties hereto.

[END OF ARTICLE VIII]

ARTICLE IX

MODIFICATION OF INDENTURE

Section 9.01. Supplemental Indentures Not Requiring Consent of Owners of the General Airport Revenue Bonds. The Corporation and the Trustee may, without the consent of the Owners of any of the General Airport Revenue Bonds, enter into one or more supplemental indentures, which shall form a part hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity, inconsistency or formal defect or omission in this Indenture;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners of the General Airport Revenue Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners of the General Airport Revenue Bonds or the Trustee or either of them;
- (c) to subject to the lien of this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any supplemental indenture in such manner as to provide further assurances that interest on the General Airport Revenue Bonds will, to the greatest extent legally possible, be excludable from gross income for federal income tax purposes;
- (e) to obtain bond insurance for any General Airport Revenue Bonds; and
- (f) to permit the assumption of the Corporation's obligations hereunder by any other entity that may become the legal successor to the Corporation;

provided, however, that no provision in such supplemental indenture shall be inconsistent with this Indenture or shall impair in any manner the rights of the Owners of the General Airport Revenue Bonds.

The Trustee shall not be obligated to enter into any such supplemental indenture which adversely affects the Trustee's own rights, duties or immunities under this Indenture.

Section 9.02. Supplemental Indentures Requiring Consent of Owners of the General Airport Revenue Bonds. Except as otherwise provided in the preceding Section, any modification, change or amendment of this Indenture may be made only by a supplemental indenture adopted and executed by the Corporation and the Trustee with the consent of the Owners of not less than a majority of the aggregate principal amount of the General Airport Revenue Bonds then Outstanding.

Notwithstanding the preceding paragraph of this Section, no modification, change or amendment to this Indenture shall, without the consent of the Owner of each Bond so affected, extend the time of payment of the Principal Installments or interest thereon, or reduce the Principal Installments or premium, if any, thereon, or the rate of interest thereon, or make the Principal Installments or interest thereon payable in any coin or currency other than that hereinbefore provided, or deprive such Owner of the lien hereof on the revenues pledged hereunder. Moreover, without the consent of the Owner of each Bond then Outstanding, no modification, change or amendment to this Indenture shall permit the creation of any lien on the revenues pledged hereunder equal or prior to the lien hereof, or reduce the aggregate principal amount of General Airport Revenue Bonds, the Owners of which are required to approve any such modification, change or amendment of this Indenture.

Section 9.03. Consents. Consents required pursuant to this Article shall be valid only if given following the giving of notice by or on behalf of the Corporation requesting such consent, setting forth the substance of the supplemental indenture in respect of which such consent is sought and stating that copies thereof are available at the office of the Trustee for inspection, to the Owners of General Airport Revenue Bonds whose consent is required in accordance with the provisions of this Article. Such notice shall be given by sending such notice by United States mail, first-class postage prepaid, to the registered Owners of such General Airport Revenue Bonds. Any consent or other action by an Owner of any Bond in accordance with this Article shall bind every future owner of the same Bond and the Owner of any Bond issued in exchange therefor or in lieu thereof.

Section 9.04. Delivery of Counsel's Opinion with Respect to Supplemental Indentures. Subject to the provisions of Section 8.01, the Trustee in executing or accepting the additional trusts permitted by this Article or the modifications thereby of the trusts created by this Indenture may rely, and shall be fully protected in relying, on an opinion of counsel acceptable to it stating that (a) the execution of such supplemental indenture is authorized or permitted by this Indenture and (b) all conditions precedent to the execution and delivery of such supplemental indenture have been complied with, and an opinion of Bond Counsel that the execution and performance of such supplemental indenture shall not, in and of itself, adversely affect the federal income tax status of the General Airport Revenue Bonds.

[END OF ARTICLE IX]

ARTICLE X

GENERAL PROVISIONS

Section 10.01. Proof of Execution of Writings and Ownership. Any instrument provided in this Indenture to be signed or executed by the Owners of all or any portion of the General Airport Revenue Bonds may be in any number of writings of similar tenor and may be signed or executed by such Owners in person or by their duly authorized representatives. Proof of the execution of any such instrument, or of the writing appointing any such agent, or of the ownership of any Bond, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Corporation and the Trustee with respect to any actions taken by either under such instruments if:

- (a) the fact and date of the execution by any person of any such instrument is proved by (i) a certificate of any officer of any jurisdiction who by law has power to take acknowledgments of deeds within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or (ii) an affidavit of a witness of such execution; and
- (b) the ownership of any Bond registered as to both principal and interest is proved by the registration books kept by the Paying Agent/Registrar.

Section 10.02. Benefits of Indenture. The covenants, stipulations and agreements contained in this Indenture are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Owners of the General Airport Revenue Bonds, and nothing in this Indenture expressed or implied shall be construed to confer upon or give to any other person any right, remedy or claim under or by reason of this Indenture.

Section 10.03. No Individual Liability. No covenant or agreement contained in the General Airport Revenue Bonds or in this Indenture shall be deemed to be the covenant or agreement of any member of the Board of Directors of the Corporation or the Trustee or any officer, agent, employee or representative of the Corporation or the Trustee in his individual capacity, and neither the officers, agents, employees or representatives of the Corporation or the Trustee nor any person executing the General Airport Revenue Bonds shall be personally liable thereon or be subject to any personal liability or accountability by reason of the issuance thereof, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the execution of this Indenture, the adoption of the Bond Resolutions and the issuance of the General Airport Revenue Bonds.

Section 10.04. Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Indenture to be given to or filed with the Trustee or the Corporation shall be deemed to be effective for all purposes of this Indenture if and when sent by registered or certified mail, postage prepaid, to the address specified below or at such other address as may be designated in writing by the parties:

Trustee: Wells Fargo Bank, National Association
1445 Ross Avenue, Second Floor
MAC T-3303-022
Dallas, Texas 75202
Attn: Corporate Trust Services

Corporation: Love Field Airport Modernization Corporation
Dallas City Hall
1500 Marilla, 4DN
Dallas, Texas 75201
Attn: President, Board of Directors

City: City of Dallas
8008 Cedar Springs Road
LB 16
Dallas, Texas 75235
Attn: Director of Aviation

with a copy to: City of Dallas
Dallas City Hall
1500 Marilla, 4DN
Dallas, Texas 75201
Attn: Chief Financial Officer

Notwithstanding the foregoing, notices to the Trustee shall be effective only upon receipt.

Section 10.05. Governing Law. This Indenture shall be governed in all respects, including validity, interpretation and effect, by, and shall be enforceable in accordance with, the laws of the State of Texas.

Section 10.06. Severability. If any provision of this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the General Airport Revenue Bonds, the Bond Resolutions or in this Indenture shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Corporation to the full extent permitted by law.

Section 10.07. Successors and Assigns. This Agreement shall be binding upon the Corporation and the Trustee and their successors and assigns.

Section 10.08. Execution in Several Counterparts. This Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation and the Trustee have caused this Indenture to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

LOVE FIELD AIRPORT MODERNIZATION
CORPORATION

By: _____

Title: _____

ATTEST:

(SEAL)

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____

Title: _____

EXHIBIT A

FORM OF PROJECT FUND REQUISITION CERTIFICATE

Requisition No. _____
[date]

Wells Fargo Bank, National Association,
as Trustee
1445 Ross Avenue, Second Floor
Dallas, Texas 75202

Attention: _____

Ladies and Gentlemen:

This certificate is provided to you pursuant to Section 4.05(B) of the Indenture of Trust, dated as of July 1, 2015 (the "Indenture"), between the Love Field Airport Modernization Corporation (the "Corporation") and Wells Fargo Bank, National Association, as Trustee. The capitalized terms used in this certificate have the same meanings given such terms in the Indenture.

On behalf of the Corporation, I, the undersigned authorized officer of the Corporation, do hereby certify as follows:

(i) There has been expended, or will be expended within 90 days, on account of costs of the Project, the following amounts which is (are) hereby requisitioned for disbursement:

Project Costs: \$_____

(ii) No other certificate in respect of the expenditures set forth in clause (i) above is being or has previously been delivered to the Trustee;

(iii) All amounts previously disbursed plus the amounts hereby requested to be disbursed from the Project Fund have been and will be used to pay the costs of the Project;

(iv) No Event of Default under the Indenture has occurred and is continuing; and

(v) The amount requested is to be used to pay Project Costs which are qualifying costs;

You are hereby directed to pay the amounts (which total the amount requisitioned by clause (i) above) set forth on Attachment I hereto from the Project Fund to the persons set forth on Attachment I hereto in accordance with the payment instructions set forth on Attachment I hereto.

Love Field Airport Modernization Corporation

By _____
Authorized Representative

APPROVED:

City of Dallas, Texas

By: _____, Construction Manager

Director of Aviation

By:_____

ATTACHMENT I TO REQUISITION NO. _____

Amount

Payee

Payment Instructions

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing/Community Services

CMO: A. C. Gonzalez, 670-3297

MAPSCO: 46P

SUBJECT

Authorize the first of two twelve-month renewal options to the Memorandum of Understanding (MOU) between the City of Dallas and HHF Eban Village I & II, LLC herein referred to as Eban Village to provide project-based affordable housing to the Gateway to Permanent Supportive Housing Program for the term June 1, 2015 through September 30, 2016 - Financing: No cost consideration to the City

BACKGROUND

This is the second year of the partnership between the City of Dallas and Eban Village to provide housing units for Gateway to Permanent Supportive Housing Program administered by the City's Comprehensive Homeless Services Division. The property was selected because of its capacity to house program participants, amenities, close proximity to additional case managers located at the Martin Luther King, Jr. Community Center, and a variety of family and community services offered by Eban Village to keep clients engaged in community services. Units at the property will be required to meet Housing Quality Standards. The Eban Village administrative office is located at 3023 Park Row Avenue. The apartment complex covers three parcels of land located at 2900 Grand Avenue, 2710 Jefferies Street, and 2901 South Boulevard. The U. S. Department of Housing and Urban Development (HUD) has approved the site location in the City's application for funding.

The MOU will outline the City of Dallas' responsibilities as the service provider and Eban Village as the property owner. City staff will continue to provide social or rehabilitative services to all persons for whom rental payments are made. City staff will continue to partner with community agencies through non-financial agreements. Services include case management, drug treatment, medications, psychiatric counseling, legal aid, employment, and training classes. Clients/Tenants will continue to be referred to the program directly by the homeless assistance center (the Bridge) staff, shelter staff, and self-referral.

BACKGROUND (Continued)

Eban Village will provide office space for City staff at no cost and a community meeting space for Gateway clients; carry out rent collections from clients paying a portion of their rent towards their own assistance; janitorial, maintenance, repair, and other related services for the safety and security of staff and clients.

The City of Dallas has received funding for the Permanent Supportive Housing grant since 2008 for project-based rental assistance and case management for chronically homeless persons. Under the grant agreement, the program will pay rent and utilities for 70 chronically homeless persons annually who are high utilizers of public services (emergency rooms, jails and etc). The grant will continue to fund 3-Caseworkers (Grade H) and 1-Coordinator (Grade G) to carry out the program. Match requirements will remain no less than a 25 percent cash match or In-Kind Contribution. Rental payments will be made directly to the apartment complex based on the rent reasonableness for the area. Clients/Tenants are eligible to receive rental assistance permanently depending on the client needs.

PRIOR ACTION/REVIEW (COUNCIL, BOARD, COMMISSIONS)

Authorized acceptance of a Permanent Supportive Housing Grant to provide tenant-based rental assistance for single homeless persons on May 26, 2010, by Resolution No. 10-1297.

Authorized acceptance of a Permanent Supportive Housing Grant to provide tenant-based rental assistance for single homeless persons on June 22, 2011, by Resolution No. 11-1668.

Authorized acceptance of a Permanent Supportive Housing Grant to provide tenant-based rental assistance for single homeless persons on April 25, 2012, by Resolution No. 12-1184.

Authorized acceptance of a Permanent Supportive Housing Grant to provide tenant-based rental assistance for single homeless persons on August 14, 2013, by Resolution No. 13-1293.

Authorized an amendment to the grant agreement to add Eban Village as a project site to the grant agreement; and approved a Memorandum of Understanding (MOU) to provide project-based affordable housing to the Gateway to Permanent Supportive Housing Program on May 14, 2014, by Resolution No. 14-0750.

FISCAL INFORMATION

No cost consideration to the City

June 10, 2015

WHEREAS, there is a need to assist single chronically homeless persons by providing rental assistance, in conjunction with support services, to break the cycle of homelessness; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides for the distribution of Permanent Supportive Housing Grant funds to assist the homeless with rental assistance; and

WHEREAS, under the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009, all eligible funding costs accepted must be matched with no less than a 25 percent cash match or In-Kind Contribution; and

WHEREAS, Eban Village wishes to continue its partnership with the City of Dallas to provide permanent housing to single chronically homeless persons;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into the first of two twelve-month renewal options to the Memorandum of Understanding (MOU) between the City of Dallas and HHF Eban Village I & II, LLC herein referred to as Eban Village to provide project-based affordable housing to the Gateway to Permanent Supportive Housing Program for the term June 1, 2015 through September 30, 2016, and execute any and all documents required by the renewal.

Section 2. That the City Manager be authorized to provide additional information and make adjustments to take other actions relating to these budgets as may be necessary in order to satisfy HUD requirements.

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

AGENDA ITEM # 11

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing/Community Services

CMO: A. C. Gonzalez, 670-3297

MAPSCO: N/A

SUBJECT

Authorize an amendment to Resolution No. 15-0272, previously approved on February 11, 2015, with the Department of State Health Services, Office of Title V and Family Health, Division for Family and Community Health Services and the City of Dallas Women, Infants and Children Program for the development and implementation of a Lactation Resource and Training Center Strategic Expansion Program to revise the contract to April 1, 2015 through August 31, 2016; and revise Schedule A - Financing: This action has no additional cost consideration to the City

BACKGROUND

This amendment will revise the commencement of the term of the agreement from February 15, 2015 to April 1, 2015, making the revised contract term April 1, 2015 through August 31, 2016. The budget on the attached Schedule will also be revised to reflect the approved budget for the expenditure of the funds from the Department of State Health Services (DSHS).

Since 2010, DSHS has funded the Dallas Lactation Care Center through a grant contract with the City of Dallas WIC Program. The Dallas Lactation Care Center is a specialty walk-in clinic located in the heart of the Dallas Medical District. The staff includes a Registered Nurse, Internationally Board Certified Lactation Consultants (IBCLC) and Senior Breastfeeding Peer Counselors who provide comprehensive breastfeeding support and assistance to mothers currently enrolled in the WIC Program. The Dallas Lactation Care Center also serves as a training center for students and resident physicians who want to expand their knowledge in the field of lactation. In 2014, the Dallas Lactation Care Center received the IBCLC Care Award which is recognition by the International Board of Lactation Consultant Examiners (IBCLE) and International Lactation Consultant Association (ILCA) for excellence in lactation care.

BACKGROUND (Continued)

The Lactation Resource Training Center Strategic Expansion Program through the Dallas Lactation Care Center shall provide population-based public health services and implement strategies that will increase accessibility, quality and coordination of breastfeeding support services in the contractor's service delivery area. Provide lactation care training to medical students from University at Texas Southwestern Medical Center, Childrens, and Parkland Hospital. Deliver services to over 500 non-WIC enrolled mothers by August 2016. The services provided under this contract will complement and expand upon the services by the Contractor under DSHS contract number 2015-047382, Special Provision #9, by which the DSHS WIC Program pays Contractor to act as (1) a lactation resource center for Special Supplemental Nutrition Program for Women, Infants and Children (WIC) mothers with breastfeeding problems, (2) a training center for WIC local agency staff and other health providers to receive clinical experience working with breastfeeding mothers, and (3) a statewide Breastfeeding Resource Center for health providers to utilize for information and assistance when working with pregnant and breastfeeding women.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 11, 2015, City Council authorized a contract with the Department of State Health Services, Division for Family and Community Health Services, Office of Title V and Family Health and the City of Dallas Women, Infants and Children Program to develop and implement the Lactation Resource and Training Center Strategic Expansion Program, by Resolution No. 15-0272.

FISCAL INFORMATION

This action has no additional cost consideration to the City
\$390,000 - Department of State Health Services Grant Funds, previously approved by Resolution No. 15-0272 on February 11, 2015.

June 10, 2015

WHEREAS, the Department of State Health Services Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) was awarded \$390,000 to the City of Dallas WIC Program for fiscal year 2014-15; and

WHEREAS, there are funds available to implement expanded population-based lactation promotion and support activities through the Dallas Lactation Care Center administered by City of Dallas WIC Program, and funded through the Department of State Health Services; **NOW, THEREFORE**,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to amend Resolution No. 15-0272, previously approved on February 11, 2015, with the Department of State Health Services, Office of Title V and Family Health, Division for Family and Community Health Services and the City of Dallas Women, Infants and Children Program for the development and implementation of the Lactation Resource and Training Center Strategic Expansion Program to revise the contract term to April 1, 2015 through August 31, 2016; and revise Schedule A - Financing: This action has no additional cost consideration to the City

Section 2. That the Chief Financial Officer is hereby authorized to disburse grant funds from the Department of State Health Services in Fund F449, Dept. HOU, Unit 1698, using Object Codes in accordance with the attached revised Schedule A in an amount not to exceed \$390,000.

Section 3. That the City Manager is hereby authorized to reimburse to the Department of State Health Services 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 4. 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 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

SCHEDULE

**Department of State Health Services
Office of Title V and Family Health, Division for Family and Community Health
Services,
and
The City of Dallas Women, Infants and Children Program
Lactation Resource and Training Center Strategic Expansion Program
April 1, 2015 through August 31, 2016**

Fund F449, Dept. HOU, Unit 1698, Revenue Source 6509

<u>Object Code</u>	<u>Description</u>	<u>Amount</u>
1101	Salaries	\$202,500
1301	Pension	45,664
1306	FICA (Medicare Only)	2,936
2110	Supplies	15,247
2140	Light & Power (10%)	953
2200	Chemical/Med/Surgical	72,228
3330	Rent (15%)	11,452
3361	Professional Development	2,000
3363	Reimbursement Personal Vehicle Use	2,000
4741	Van	35,020
	Total	<u>\$390,000</u>

AGENDA ITEM # 12

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

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Office of Cultural Affairs

CMO: Joey Zapata, 670-1204

MAPSCO: N/A

SUBJECT

Authorize a contract with the Museum of African American Life and Culture for services provided to the City through the Cultural Services Contracts Program for the period October 1, 2014 through September 30, 2015 - Not to exceed \$110,418 - Financing: Current Funds

BACKGROUND

On October 22, 2014, Resolution No. 14-1795 approved funds in the FY 2014-15 operating budget for services procured from cultural organizations. The Office of Cultural Affairs manages the Cultural Services Contracts Program that provides operating support to eligible organizations in exchange for cultural services to the citizens of Dallas. Organizations submit annual proposals for funding, which are reviewed by the Office of Cultural Affairs and the Cultural Affairs Commission. Funding recommendations are made to City Council by the Cultural Affairs Commission.

At their September 18, 2014 meeting, the Cultural Affairs Commission reviewed and recommended the Museum for African American Life and Culture for a FY 2014-15 cultural services contract in the amount of \$110,418 for cultural services to the citizens of Dallas, pending completion of their FY 2013-14 contract and submission of the Museum's FY 2013 audited financial statements. The Museum submitted the FY 2013 audited financial statements on May 15, 2015 and has completed the FY 2013-14 contract. The Museum is now eligible and compliant to be paid for the FY 2014-15 services through the cultural services contract authorized by this action.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSION)

On September 18, 2014, the Cultural Affairs Commission approved FY 2014-15 Cultural Organization Program funding.

FISCAL INFORMATION

\$110,418 - Current Funds

ETHNIC COMPOSITION

Museum of African American Life and Culture

Staff

African American Male	11	African American Female	26
Asian Male	0	Asian Female	0
Hispanic Male	3	Hispanic Female	4
White Male	3	White Female	3
Other Male	0		

Board

African American Male	23	African American Female	25
Asian Male	0	Asian Female	0
Hispanic Male	0	Hispanic Female	0
White Male	1	White Female	1
Native Hawaiian Male	1		

OWNER

Museum of African American Life and Culture

Wright L. Lassiter, Jr., Board Chair

June 10, 2015

WHEREAS, on October 22, 2014, by Resolution No. 14-1795, City Council approved funds in the FY 2014-15 Operating Budget for the procurement of services from cultural organizations; and

WHEREAS, the Cultural Services Contracts Program provides operating support to eligible organizations in exchange for cultural services to the citizens of Dallas; and

WHEREAS, the Museum of African American Life and Culture was approved for funding through the Cultural Services Program for services provided during FY 2014-15; and

WHEREAS, it is necessary for the City to define services to be received through the Cultural Services Program and authorize payment of these funding allocations for the FY2014-15 fiscal year.

Now, Therefore,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into a contract with the Museum of African American Life and Culture for the provision of services to the City through Cultural Services Contracts in an amount not to exceed \$110,418.

Section 2. That the Chief Financial Officer is authorized to disburse funds to the Museum of African American Life and Culture in the following amounts:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>VENDOR</u>	<u>ENCUMBRANCE</u>	<u>AMOUNT</u>
0001	OCA	4836	3089	219251	OCA4836T423	\$110,418

June 10, 2015

Section 3. That the following services, at a minimum, are to be performed by the Cultural Agency for the period October 1, 2014 through September 30, 2015:

Scope of Services

The cultural agency will serve 175,000 people by operating the Museum of African American Life and Culture in Fair Park. The museum will host three exhibitions, five lectures, four workshops and a museum summer camp for youth. The museum will also present the following programs: "Music under the Dome" concerts, African American History Bowl, Preservation Workshop, and the Carol Harris Simms Competition. Also provided will be a Distinguished Lecture series and two celebrations that provide opportunities to collaborate with the public. The Museum will also work to increase visibility of its archives and literary collections by inviting scholars to take advantage of these resources as a basis for increased research and publication of articles reflecting the African American experience.

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

KEY FOCUS AREA: E-Gov
AGENDA DATE: June 10, 2015
COUNCIL DISTRICT(S): All
DEPARTMENT: Office of Financial Services
CMO: Jeanne Chipperfield, 670-7804
MAPSCO: N/A

SUBJECT

Authorize **(1)** final adoption of the FY 2015-16 HUD Consolidated Plan Budget for U.S. Department of Housing and Urban Development Grant Funds in an estimated amount of \$24,261,552 for the following programs and estimated amounts: **(a)** Community Development Block Grant in the amount of \$13,457,745; **(b)** HOME Investment Partnerships Program in the amount of \$3,956,627; **(c)** Emergency Solutions Grant in the amount of \$1,209,806; and **(d)** Housing Opportunities for Persons with AIDS in the amount of \$5,637,374; and **(2)** adoption of the FY 2014-15 Reprogramming Budget in the amount of \$1,410,006 – Financing: No cost consideration to the City

BACKGROUND

The Community Development Commission (CDC) and City staff conducted six (6) neighborhood public hearings that provided the public opportunities to participate in identifying needs and to comment on the potential uses of U. S. Department of Housing and Urban Development (HUD) Grant Funds.

Neighborhood public hearings were held as follows:

January 8, 2015 – Dallas City Hall
January 12, 2015 – Willie B. Johnson Recreation Center
January 13, 2015 – Martin Luther King, Jr. Community Center
January 13, 2015 – Renner Frankford Library
January 14, 2015 – Jaycee Zaragosa Recreation Center
January 15, 2015 – Tommie Allen Recreation Center

The Proposed FY 2014-15 Reprogramming Budget was briefed to the City Council on February 4, 2015.

On February 11, 2015, City Council authorized the release of unobligated funds from their originally budgeted purposes for future reprogramming in conjunction with the FY 2015-16 Consolidated Plan Budget.

BACKGROUND (Continued)

On February 11, 2015, City Council authorized the release of unobligated funds from their originally budgeted purposes for future reprogramming in conjunction with the FY 2015-16 Consolidated Plan Budget.

The City Manager's Proposed FY 2015-16 HUD Consolidated Plan Budget was presented to the CDC on March 16, 2015 and the CDC held meetings in March 2015 to review the proposed budget.

On April 2, 2015, the CDC concurred with the City Manager's proposed budget and there were no amendments.

The City Council was briefed on the Proposed FY 2015-16 HUD Consolidated Plan Budget and the CDC's concurrence on April 15, 2015.

On April 22, 2015, the City Council approved preliminary adoption of the Proposed FY 2015-16 HUD Consolidated Plan Budget and the Proposed FY 2014-15 Reprogramming Budget and authorized a public hearing.

On May 20, 2015, the City Council conducted a straw vote on the Proposed FY 2015-16 HUD Consolidated Plan Budget.

Federal regulations and the City's Citizen Participation Plan require a public hearing to receive comments. This budget was made available for public review and comment from April 23, 2015 - June 10, 2015. A public hearing was held on May 27, 2015.

This action authorizes final adoption of the FY 2015-16 HUD Consolidated Plan Budget and the FY 2014-15 Reprogramming Budget.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 4, 2015, the Proposed FY 2014-15 Reprogramming Budget was briefed to the City Council.

On February 11, 2015, City Council authorized the release of unobligated funds from their originally budgeted purposes for future reprogramming in conjunction with the FY 2015-16 HUD Consolidated Plan Budget by Resolution No. 15-0305.

On March 16, 2015, the CDC was briefed on the City Manager's Proposed FY 2015-16 HUD Consolidated Plan Budget. The CDC held meetings in March 2015 to review the proposed budget.

On April 2, 2015, the CDC concurred with the City Manager's Proposed FY 2015-16 HUD Consolidated Plan Budget.

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

On April 15, 2015, the City Council was briefed on the Proposed FY 2015-16 HUD Consolidated Plan Budget and the CDC's recommendation.

On April 22, 2015, the City Council approved preliminary adoption of the Proposed FY 2015-16 HUD Consolidated Plan Budget and the Proposed FY 2014-15 Reprogramming Budget and authorized a public hearing, by Resolution No. 15-0804.

On May 27, 2015, the City Council held a public hearing to receive comments on the Proposed FY 2015-16 HUD Consolidated Plan Budget and the FY 2014-15 Reprogramming Budget.

FISCAL INFORMATION

Proposed FY 2015-16 HUD Consolidated Plan Budget

CDBG:	\$13,457,745	2015-16 Entitlement
	\$ 400,000	Program Income (estimate)
	<u>\$ 600,000</u>	Program Income - Retained by Sub-Recipient (SDDC)
	\$14,457,745	

HOME:	\$ 3,956,627	2015-16 Entitlement
	<u>\$ 50,000</u>	Program Income (estimate)
	\$ 4,006,627	

ESG:	\$ 1,209,806	2015-16 Entitlement
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HOPWA:	<u>\$ 5,637,374</u>	2015-16 Entitlement
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\$25,311,552	Total FY 2015-16 HUD Consolidated Plan Budget
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FY 2014-15 Reprogramming Budget:

\$ 1,410,006 Unobligated funds in FY 2013-14 and prior years

June 10, 2015

WHEREAS, the Community Development Commission (CDC) and City staff conducted six (6) neighborhood public hearings during January 2015 that provided the public opportunities to participate in identifying needs and to comment on the potential uses of U. S. Department of Housing and Urban Development (HUD) Grant Funds; and

WHEREAS, on February 4, 2015, the Proposed FY 2014-15 Reprogramming Budget was briefed to the City Council; and

WHEREAS, on February 11, 2015, the City Council authorized the release of unobligated funds from their originally budgeted purposes for future reprogramming in conjunction with the FY 2015-16 HUD Consolidated Plan Budget by Resolution No. 15-0305; and

WHEREAS, on March 16, 2015, the CDC was briefed on the City Manager's Proposed FY 2015-16 HUD Consolidated Plan Budget and CDC Committees held meetings in March 2015 to review the proposed budget; and

WHEREAS, on April 2, 2015, the CDC concurred with the City Manager's Proposed FY 2015-16 HUD Consolidated Plan Budget with no amendments; and

WHEREAS, on April 15, 2015, the City Council was briefed on the City Manager's Proposed FY 2015-16 HUD Consolidated Plan Budget, the FY 2014-15 Reprogramming Budget, and the Community Development Commission's concurrence; and

WHEREAS, on April 22, 2015, the City Council approved preliminary adoption of the Proposed FY 2015-16 HUD Consolidated Plan Budget and the Proposed FY 2014-15 Reprogramming Budget and authorized a public hearing by Resolution No. 15-0804; and

WHEREAS, the grant funds include: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA); and

WHEREAS, a summary of the Proposed FY 2015-16 HUD Consolidated Plan Budget and the Proposed FY 2014-15 Reprogramming Budget was published in the Dallas Morning News on April 23, 2015 to provide citizens an opportunity to submit written comments through June 10, 2015; and

WHEREAS, Federal regulations require that a public hearing be held on the City's Proposed FY 2015-16 HUD Consolidated Plan Budget and the Proposed FY 2014-15 Reprogramming Budget; and

June 10, 2015

WHEREAS, on May 27, 2015, the City Council held a public hearing to receive comments on the Proposed FY 2015-16 HUD Consolidated Plan Budget and the FY 2014-15 Reprogramming Budget;

Now, Therefore,

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

Section 1. That the final FY 2015-16 HUD Consolidated Plan Budget and final FY 2014-15 Reprogramming Budget be adopted per Schedule A.

Section 2. That the City Manager be authorized to apply for, accept, and take actions to implement HUD grant numbers B-15-MC-48-0009 (CDBG - \$14,457,745, which includes \$1,000,000 in program income), M-15-MC-48-0203 (HOME - \$4,006,627, which includes \$50,000 program income), E-15-MC-48-0001 (ESG - \$1,209,806), and TXH15-F001 (HOPWA - \$5,637,374) in the amount of \$25,311,552 and be authorized to execute the contracts and grant agreements with HUD and all documents related to the execution of the grants upon approval as to form by the City Attorney.

Section 3. That the City Manager be authorized to establish FY 2015-16 appropriations as follows:

- Community Development Block Grant Program in Fund CD15 up to the amount of \$13,857,745 consisting of the entitlement grant of \$13,457,745, and estimated program income of \$400,000 to be returned to the City as set forth in the attached Schedule B, effective October 1, 2015.
- HOME Investment Partnerships Program in Fund HM15 up to the amount of \$4,006,627 consisting of the entitlement grant of \$3,956,627 and estimated program income of \$50,000 to be returned to the City as set forth in the attached Schedule B, effective October 1, 2015.
- Emergency Solutions Grant in Fund ES15 up to the amount of \$1,209,806 as set forth in the attached Schedule B, effective October 1, 2015.
- Housing Opportunities for Persons with AIDS in Fund HW15 up to the amount of \$5,637,374 as set forth in the attached Schedule B, effective October 1, 2015.

Section 4. That the revolving loan program income generated by the business loan program, estimated to be \$600,000 for FY 2015-16, as set forth in Schedule C, be retained by sub-recipient to carry out Community Development eligible activities in accordance with HUD requirements and upon written approval by the responsible City of Dallas departments.

June 10, 2015

Section 5. That the Chief Financial Officer be authorized to receive funds up to the amounts set forth in the attached Schedule C.

Section 6. That the Chief Financial Officer be authorized to disburse funds up to the amounts set forth in the attached Schedule B.

Section 7. That the City Manager be authorized to transfer HUD grant funds between projects and individual object codes and/or categories in accordance with HUD regulations and the City's Citizen Participation Plan.

Section 8. That the City Manager be authorized to release funds in the amount of \$1,410,006 as shown in the attached Schedule D from their originally budgeted purposes, schedule them for reprogramming in accordance with required rules and procedures, and establish FY 2014-15 Reprogramming appropriations in Fund 14RP in the amount of \$1,410,006 as set forth in the attached Schedule B, effective June 10, 2015.

Section 9. That the City Manager is hereby authorized to reimburse to HUD any expenditures identified as ineligible. That the City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement. Further, the City Manager shall keep the appropriate City Council Committee informed of all final HUD audit reports not later than 30 days after the receipt of the report.

Section 10. That the City Manager be authorized to provide additional information and make adjustments to take other actions relating to these budgets as may be necessary in order to satisfy HUD requirements.

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

SCHEDULE A
FY 2015-16 CONSOLIDATED PLAN BUDGET
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT FUNDS

Project Name		FY 2015-16 Proposed Budget
<u>COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)</u>		
<u>CDBG - Public Services</u>		
1	After-School/Summer Program	530,647
2	Child Care Services Program	189,129
3	City Child Care Services	299,697
Youth Programs Sub-Total		1,019,473
4	Clinical Dental Care Program	100,000
Clinical Health Services Sub-Total		100,000
5	City Office of Senior Affairs	142,379
6	Senior Services Program	73,049
Senior Services Sub-Total		215,428
7	South Dallas/Fair Park Community Court	296,248
8	South Oak Cliff Community Court	235,741
9	West Dallas Community Court	214,545
10	Training and Employment for Adults with Disabilities	25,000
Other Public Services (Non-Youth) Sub-Total		771,534
Total CDBG - Public Services		2,106,435
<u>CDBG - Housing Activities</u>		
11	Housing Development Support	1,052,706
12	Mortgage Assistance Program	1,165,856
13	Housing Services Program	50,000
Homeownership Opportunities Sub-Total		2,268,562
14	Housing Assistance Support	1,533,936
15	Major Systems Repair Program	1,533,761
16	Minor Plumbing Repair/Replacement Program	50,000
17	Reconstruction Program	1,221,964
18	People Helping People (PHP) Program	871,731
Homeowner Repair Sub-Total		5,211,392

SCHEDULE A
FY 2015-16 CONSOLIDATED PLAN BUDGET
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT FUNDS

	Project Name	FY 2015-16 Proposed Budget
19	Dedicated SAFE II Expansion Code Inspection - Code Compliance	96,000
20	Dedicated SAFE II Expansion Code Inspection - Fire Department	70,538
21	Dedicated SAFE II Expansion Code Inspection - Police Department	46,122
22	Neighborhood Investment Program - Code Compliance	507,575
	Other Housing/Neighborhood Revitalization Sub-Total	720,235
	Total CDBG - Housing Activities	8,200,189
<u>CDBG - Economic Development</u>		
23	Business Loan Program (Program Income)	600,000
	Business Loan Sub-Total	600,000
24	Business Assistance Center Program	640,000
	Technical/Professional Assistance Sub-Total	640,000
	Total CDBG - Economic Development	1,240,000
<u>CDBG - Public Improvements</u>		
25	Neighborhood Enhancement Program (NEP)	25,000
26	Neighborhood Investment Program Infrastructure (NIP)	1,249,616
27	Neighborhood Investment (NIP) & Neighborhood Enhancement (NEP) Project Delivery	274,962
	Total CDBG - Public Improvement	1,549,578
<u>CDBG - Fair Housing and Planning & Program Oversight</u>		
28	Fair Housing Enforcement	633,053
29	Citizen Participation/CDC Support/HUD Oversight	673,984
30	Housing Management Support	1,160,780
31	Economic Development Oversight	198,084
32	Park and Recreation Oversight	105,648
	Total CDBG - Fair Housing and Planning & Program Oversight	2,771,549
TOTAL COMMUNITY DEVELOPMENT BLOCK GRANT INCLUDING REPROGRAMMING		15,867,751

SCHEDULE A
FY 2015-16 CONSOLIDATED PLAN BUDGET
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT FUNDS

Project Name		FY 2015-16 Proposed Budget
<u>HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)</u>		
33	CHDO Development Loans	1,000,000
34	CHDO Operating Assistance	175,000
35	HOME Program Administration	395,662
36	Mortgage Assistance Program	957,158
37	Housing Development Loan Program	1,348,807
Homeownership Opportunities Sub-Total		3,876,627
38	Tenant Based Rental Assistance	130,000
Other Housing Sub-Total		130,000
TOTAL HOME INVESTMENT PARTNERSHIP PROGRAM		4,006,627
<u>EMERGENCY SOLUTIONS GRANT (ESG)</u>		
39	Contracts - Essential Services	57,737
40	Contracts - Operations	92,430
41	Homeless Assistance Center - Essential Services	148,005
42	Homeless Assistance Center - Operations	378,279
Essential Services/Operations Sub-Total		676,451
43	Homeless Prevention - Financial Assistance/Rent (MLK)	40,000
44	Homeless Prevention - Financial Assistance/Rent (WDMC)	40,000
Homeless Prevention Sub-Total		80,000
45	Rapid Re-Housing - Financial Assistance	11,000
46	Rapid Re-Housing - Housing Relocation & Stabilization	281,452
Rapid Re-Housing Sub-Total		292,452
47	HMIS Data Collection	70,168
HMIS Data Collection Sub-Total		70,168
48	ESG Administration	90,735
Program Administration Sub-Total		90,735
TOTAL EMERGENCY SOLUTIONS GRANT		1,209,806

SCHEDULE A
FY 2015-16 CONSOLIDATED PLAN BUDGET
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT GRANT FUNDS

Project Name		FY 2015-16 Proposed Budget
<u>HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)</u>		
49	Emergency/Tenant Based Rental Assistance/Financial Assistance	2,291,723
50	Emergency/Tenant Based Rental Assistance/Housing Services	557,000
51	Housing Facilities Operation	850,900
52	Supportive Services	1,355,170
53	Housing Information/Resource Identification	124,860
Other Public Services Sub-Total		5,179,653
54	Program Administration/City of Dallas	169,121
55	Program Administration/Project Sponsors	288,600
Program Administration Sub-Total		457,721
TOTAL HOUSING OPPORTUNITIES FOR PERSONS W/ AIDS		5,637,374
GRAND TOTAL HUD CONSOLIDATED PLAN BUDGET		26,721,558

SCHEDULE B
FY 2015-16 HUD CONSOLIDATED PLAN BUDGET
APPROPRIATIONS AND ORGANIZATIONAL HIERARCHY

FUND	DEPT.		FY 2015-16 ADOPTED BUDGET	UNIT 1	UNIT 2
CD15		<u>COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)</u>	<u>\$ 14,457,745</u>	CDBG	
		<u>City Attorney's Office</u>	<u>746,534</u>	CDAT	
1	ATT	South Dallas/Fair Park Community Court	296,248		610H
2	ATT	South Oak Cliff Community Court	235,741		611H
3	ATT	West Dallas Community Court	214,545		612H
		<u>Code Compliance Services</u>	<u>603,575</u>	CDCS	
4	CCS	Dedicated SAFE II Expansion Code Inspection - Code	96,000		613H
5	CCS	Neighborhood Investment Program - Code Compliance	507,575		614H
		<u>Dallas Fire and Rescue</u>	<u>70,538</u>	CDFP	
6	DFD	Dedicated SAFE II Expansion Code Inspection - Fire	70,538		615H
		<u>Dallas Police Department</u>	<u>46,122</u>	CDDP	
7	DPD	Dedicated SAFE II Expansion Code Inspection - Police	46,122		616H
		<u>Dallas Water Utilities</u>	<u>50,000</u>	CDDW	
8	DWU	Minor Plumbing Repair/Replacement Program	50,000		617H
		<u>Economic Development</u>	<u>1,438,084</u>	CDEC	
9	ECO	Business Assistance Center Program	640,000		TBD
10	ECO	Economic Development Oversight	198,084		601H
11	ECO	Business Loan Program (Program Income)	600,000		N/A
		<u>Housing/Community Services</u>	<u>8,009,982</u>	CDHO	
12	HOU	Child Care Services Program	189,129		618H
13	HOU	City Child Care Services	299,697		619H
14	HOU	City Office of Senior Affairs	142,379		620H
15	HOU	Clinical Dental Care Program	100,000		621H
16	HOU	Housing Assistance Support	1,533,936		622H
17	HOU	Housing Development Support	1,052,706		623H
18	HOU	Housing Management Support	1,160,780		602H
19	HOU	Housing Services Program	50,000		624H
20	HOU	Major Systems Repair Program	123,755		625H
21	HOU	Mortgage Assistance Program	1,165,856		626H
22	HOU	People Helping People (PHP) Program	871,731		627H
23	HOU	Reconstruction Program	1,221,964		628H
24	HOU	Senior Services Program	73,049		629H
25	HOU	Training and Employment for Adults with Disabilities	25,000		630H
		<u>Management Services</u>	<u>633,053</u>	CDMG	
26	MGT	Fair Housing Enforcement	633,053		603H
		<u>Office of Financial Services</u>	<u>673,984</u>	CDBM	
27	BMS	Citizen Participation/CDC Support/HUD Oversight	673,984		604H
		<u>Park and Recreation</u>	<u>636,295</u>	CDPK	
28	PKR	After-School/Summer Outreach Program - School Sites	419,682		631H
29	PKR	After-School/Summer Outreach Program - Community Centers	110,965		632H
30	PKR	Park and Recreation Oversight	105,648		605H

SCHEDULE B
FY 2015-16 HUD CONSOLIDATED PLAN BUDGET
APPROPRIATIONS AND ORGANIZATIONAL HIERARCHY

FUND	DEPT.		FY 2015-16 ADOPTED BUDGET	UNIT 1	UNIT 2
		<u>Planning and Neighborhood Vitality</u>	<u>1,549,578</u>	CDPN	
31	PNV	Neighborhood Enhancement Program (NEP)	25,000		633H
32	PNV	Neighborhood Investment Program Infrastructure	1,249,616		634H
33	PNV	Neighborhood Investment (NIP) and Neighborhood Enhancement (274,962		635H
HM15		<u>HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)</u>	<u>4,006,627</u>	HMHO	
		<u>Housing/Community Services</u>			
34	HOU	CHDO Development Loans	1,000,000		640H
35	HOU	CHDO Operating Assistance	175,000		641H
36	HOU	HOME Program Administration	395,662		642H
37	HOU	Mortgage Assistance Program	957,158		643H
38	HOU	Housing Development Loan Program	1,348,807		644H
39	HOU	Tenant Based Rental Assistance	130,000		645H
ES15		<u>EMERGENCY SOLUTIONS GRANT (ESG)</u>	<u>1,209,806</u>	ESHO	
		<u>Housing/Community Services</u>			
40	HOU	Contracts - Essential Services	57,737		650H
41	HOU	Contracts - Operations	92,430		651H
42	HOU	Homeless Assistance Center - Essential Services	148,005		652H
43	HOU	Homeless Assistance Center - Operations	378,279		653H
44	HOU	Homeless Prevention - Financial Assistance/Rent (MLK)	40,000		654H
45	HOU	Homeless Prevention - Financial Assistance/Rent (WDMC)	40,000		655H
46	HOU	Rapid Re-Housing - Financial Assistance	11,000		656H
47	HOU	Rapid Re-Housing - Housing Relocation & Stabilization	281,452		657H
48	HOU	HMIS Data Collection	70,168		658H
49	HOU	ESG Administration	90,735		659H
HW15		<u>HOUSING OPPORTUNITIES FOR PERSONS W/AIDS (HOPWA)</u>	<u>5,637,374</u>	HWHO	
		<u>Housing/Community Services</u>			
50	HOU	Emergency/Tenant Based Rental Assistance/Financial Assistance	2,291,723		670H
51	HOU	Emergency/Tenant Based Rental Assistance/Housing Services	557,000		671H
52	HOU	Housing Facilities Operation	850,900		672H
53	HOU	Supportive Services	1,355,170		673H
54	HOU	Housing Information/Resource Identification	124,860		674H
55	HOU	Program Administration/City of Dallas	169,121		675H
56	HOU	Program Administration/Project Sponsors	288,600		676H
14RP		<u>FY 2014-15 CDBG Reprogramming</u>	<u>1,410,006</u>	CDRP	
		<u>Housing/Community Services</u>			
57	HOU	Major Systems Repair Program	1,410,006		690H
			<u>\$ 26,721,558</u>		

SCHEDULE C
FY 2015-16 HUD CONSOLIDATED PLAN BUDGET
SOURCE OF FUNDS

SOURCE OF FUNDS	FY 2015-16 City Council Final Adoption
Community Development Block Grant (CDBG)	\$ 13,457,745
Program Income - Housing Activities (est.)	400,000
Program Income - Sub-recipient Retained (SDDC) (est.)	600,000
CDBG Reprogramming	1,410,006
Home Investment Partnerships Program (HOME)	3,956,627
Program Income (est.)	50,000
Emergency Solutions Grant (ESG)	1,209,806
Housing Opportunities for Persons With AIDS (HOPWA)	<u>5,637,374</u>
GRAND TOTAL HUD GRANT FUNDS	\$ 26,721,558

SCHEDULE D
SOURCE OF FUNDS FOR FY 2014-15 REPROGRAMMING

Business Development Program		\$ 18,422
	Total FY 2004-05	18,422
Bexar Street Mixed-Use Program		154,564
	Total FY 2009-10	154,564
Public Improvements for Non-Profits		85,000
	Total FY 2011-12	85,000
NEP - South Dallas/Fair Park Enhancements		582
Public Improvements for Non-Profits		58,846
Neighborhood Street Improvement Petition Program		3,723
BAC #1 Greater Dallas Hispanic Chamber of Commerce		1,199
BAC #2 Innercity Community Development Corporation		3,906
BAC #3 Greater Dallas Hispanic Chamber of Commerce		36
BAC #6 Greater Dallas Asian American Chamber of Commerce		11,858
BAC #8 Greater Dallas Indo-American Chamber of Commerce		18,611
	Total FY 2012-13	98,761
Dedicated SAFEII Expansion Code Inspection - Code Compliance		12,979
Neighborhood Investment Program - Code Compliance		13,397
Dedicated SAFEII Expansion Code Inspection - DPD		55,633
City Child Care Services Program		5,550
City Office of Senior Affairs		30,111
Housing Assistance Support		163,222
Housing Contract Administration (P/PO)		72,010
Housing Development Support		489,942
Housing Management Support (P/PO)		61,978
Fair Housing Enforcement		26,095
Economic Development Program Oversight (P/PO)		27,350
Citizen Participation/CDC Support/HUD Oversight (P/PO)		4,931
After-School/Summer Outreach Program-Community Centers		21
After-School/Summer Outreach Program-School Sites		39
Park and Recreation Program Oversight (P/PO)		351
	Total FY 2013-14	963,609
Reprogrammed Funds		89,650
TOTAL CDBG REPROGRAMMING		\$ 1,410,006

KEY FOCUS AREA: Public Safety

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Management Services
Intergovernmental Services

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

MAPSCO: N/A

SUBJECT

Authorize **(1)** an application for and acceptance of the FY2015 Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice to be used for a broad range of activities to help control and prevent crime, and to improve the criminal justice system for the period October 1, 2014 through September 30, 2018; **(2)** execution of the Fiscal Agency and Funds Sharing Agreement between the City of Dallas, Dallas County and eligible units of local government; and **(3)** execution of the grant agreement - Not to exceed \$834,930 - Financing: U.S. Department of Justice Grant Funds

BACKGROUND

Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (the "JAG Program") authorize the Bureau of Justice Assistance (the "BJA") to make funds available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system.

The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

The City of Dallas, Dallas County, and certain units of local government designated by the BJA are eligible for 2015 JAG funding and have been certified by the BJA as a disparate jurisdiction. The application guidelines ask for one fiscal agent to apply, accept, and disburse funds throughout the disparate jurisdiction. Dallas County and all eligible units of local government in the disparate jurisdiction have agreed to designate the City of Dallas as the applicant and fiscal agent for the JAG Program.

BACKGROUND (Continued)

Dallas County and the eligible cities agree and acknowledge that as a certified disparate jurisdiction, the Parties must reach an agreement regarding the sharing of funds prior to submitting a JAG application with the BJA. Accordingly, this resolution will authorize the City Manager to set forth the following: (i) the amount of funds originally allocated by the BJA before the Parties were certified to be disparate jurisdictions; (ii) the amounts to be transferred among the respective jurisdictions, including the amount to be paid to the City of Dallas as the fiscal agent for the jurisdiction; and (iii) the final amount for each of the Parties.

Initial Allocations

For 2015, the BJA has determined the Initial Allocations of JAG Funds for the parties as follows:

Dallas County	\$ 0.00
Balch Springs	\$ 14,081.00
Carrollton	\$ 14,231.00
Dallas	\$ 624,061.00
DeSoto	\$ 11,489.00
Garland	\$ 39,477.00
Grand Prairie	\$ 39,901.00
Irving	\$ 38,655.00
Lancaster	\$ 10,343.00
Mesquite	\$ 30,929.00
Richardson	\$ 11,763.00
Total	\$ 834,930.00

Amounts to be Transferred

The eligible cities agree to have the following funds transferred to Dallas County pursuant to the Funds Sharing Agreement as follows:

Dallas County	\$ 0.00
Balch Springs	\$ 4,224.30
Carrollton	\$ 4,269.30
Dallas	\$ 187,218.30
DeSoto	\$ 3,446.70
Garland	\$ 11,843.10
Grand Prairie	\$ 11,970.30
Irving	\$ 11,596.50
Lancaster	\$ 3,102.90
Mesquite	\$ 9,278.70
Richardson	\$ 3,528.90
Total	\$ 250,479.00

BACKGROUND (Continued)

Fiscal Agent Grant Administration Fees

The following amounts reflect each participant's grant administration fee, which shall be transferred to the Fiscal Agent, the City of Dallas.

Dallas County	\$ 17,533.53
Balch Springs	\$ 689.97
Carrollton	\$ 697.32
Dallas	\$ 55,626.89
DeSoto	\$ 562.96
Garland	\$ 1,934.37
Grand Prairie	\$ 1,955.15
Irving	\$ 1,894.09
Lancaster	\$ 506.81
Mesquite	\$ 1,515.52
Richardson	\$ 576.39
Total	\$ 83,493.00

Final Allocations

The following amounts reflect the JAG funds each jurisdiction shall receive upon acceptance of and disbursements of funds from the BJA in accordance with the Fiscal Agency Agreement.

Dallas County	\$ 232,945.47
Balch Springs	\$ 9,166.73
Carrollton	\$ 9,264.38
Dallas	\$ 464,708.81
DeSoto	\$ 7,479.34
Garland	\$ 25,699.53
Grand Prairie	\$ 25,975.55
Irving	\$ 25,164.41
Lancaster	\$ 6,733.29
Mesquite	\$ 20,134.78
Richardson	\$ 7,657.71
Total	\$ 834,930.00

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S Department of Justice in the amount of \$2,163,235 on June 13, 2007, by Resolution No. 07-1751.

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

Authorized the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S Department of Justice in the amount of \$651,301 on August 13, 2008, by Resolution No. 08-2068.

Authorized the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S Department of Justice in the amount of \$9,158,669 on May 13, 2009, by Resolution No. 09-1182.

Authorized the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S Department of Justice in the amount of \$2,193,395 on June 24, 2009, by Resolution No. 09-1695.

Authorized the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S Department of Justice in the amount of \$1,910,863 on June 9, 2010, by Resolution No. 10-1476.

Authorized the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S Department of Justice in the amount of \$1,409,205 on June 22, 2011, by Resolution No. 11-1810.

Authorized the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S Department of Justice in the amount of \$1,034,178 on May 9, 2012, by Resolution No. 12-1263.

Authorized the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S Department of Justice in the amount of \$932,597 on September 25, 2013, by Resolution No. 13-1687.

Authorized the application for and acceptance of the Edward Byrne Memorial Justice Assistance Grant from the U.S Department of Justice in the amount of \$951,372 on May 28, 2014, by Resolution No. 14-0828.

FISCAL INFORMATION

\$834,930.00 - U.S. Department of Justice Grant Funds

June 10, 2015

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance (BJA), has made funding available to the City of Dallas, Dallas County and eligible designated cities in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, grant monies are being awarded to the City of Dallas, Dallas County and eligible designated cities for the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the City of Dallas and other BJA designated cities will benefit from the additional funds that will aid the prevention and control of crime within these areas.

Now, Therefore,

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

Section 1. That the City Manager is authorized to apply for and accept the Edward Byrne Memorial Justice Assistance Grant (Application No. 2015-H2659-TX-DJ, CFDA No. 16.738) from the U.S. Department of Justice, Bureau of Justice Assistance Grant Funds to support a broad range of activities to prevent and control crime and to improve the criminal justice system for the period October 1, 2014 through September 30, 2018 in an amount not to exceed \$834,930.00.

Section 2. That the City Manager is authorized to execute a Fiscal Agency Agreement between the City of Dallas, Dallas County, and designated units of local governments.

Section 3. That the Chief Financial Officer is authorized to disburse JAG program funds to Dallas County and other BJA designated cities, as listed, in the amount of \$370,221.19.

Jurisdiction	Amount
Dallas County	\$ 232,945.47
Balch Springs	\$ 9,166.73
Carrollton	\$ 9,264.38
DeSoto	\$ 7,479.34
Garland	\$ 25,699.53
Grand Prairie	\$ 25,975.55
Irving	\$ 25,164.41
Lancaster	\$ 6,733.29
Mesquite	\$ 20,134.78
Richardson	\$ 7,657.71

June 10, 2015

Section 4. That the Chief Financial Officer is hereby authorized to receive and deposit grant funds in Fund TR15, Department MGT, Unit 1754, Revenue Code 6506, in an amount not to exceed \$381,215.81.

Section 5. That the Chief Financial Officer is hereby authorized to receive and deposit grant funds in Fund TR15, Department MGT, Unit 1755, Revenue Code 6506, in an amount not to exceed \$453,714.19.

Section 6. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$381,215.81 in Fund TR15, Department MGT, Unit 1754, Object Code 3099.

Section 7. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$453,714.19 in Fund TR15, Department MGT, Unit 1755, Object Code 3099.

Section 8. That the Chief Financial Officer is hereby authorized to disburse funds from Fund TR15, Department MGT, Unit 1754, Object Code 3099, not to exceed \$381,215.81.

Section 9. That the Chief Financial Officer is hereby authorized to disburse funds from Fund TR15, Department MGT, Unit 1755, Object Code 3099, not to exceed \$453,714.19, which is inclusive of the \$370,221.19 in Section 3 above.

Section 10. That the City Manager is hereby authorized to transfer existing positions into Unit 1754 and Unit 1755.

Section 11. That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

Section 12. 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 13. 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 ITEM # 15

KEY FOCUS AREA: Public Safety

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Police

CMO: Eric Campbell, 670-3255

MAPSCO: N/A

SUBJECT

Authorize an amendment to the Memorandum of Understanding (MOU) with the Dallas Children's Advocacy Center to establish general guidelines for agencies involved in the investigation of physical or sexual child abuse – Financing: No cost consideration to the City

BACKGROUND

The City of Dallas has been asked to sign a memorandum of understanding and addendum with the Dallas Children's Advocacy Center. This agreement establishes general responsibility for roles each agency fulfills within the multi-disciplinary team that investigates child abuse in our jurisdiction. This agreement ensures all agencies housed and participating at the Advocacy Center maintain a cooperative working relationship and efficiently handle all cases assigned. The Dallas Police Department Child Abuse Squad is housed at the Dallas Children's Advocacy Center and is a partner in the investigative protocol there.

The amendment outlines a new program where the Department of Family and Protective Services State Intake will deliver reports to advocacy centers for their review. This review will be designed to identify additional incidents that should be accepted as cases and referred to a partner law enforcement agency or other service provider.

For the Dallas Police Department, these guidelines cover the criminal investigation of incidents reported to us. They also define our role as part of the team that is providing a comprehensive process for the investigation, prosecution and treatment of the child and their family.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Public Safety Committee is scheduled to be briefed on June 8, 2015.

FISCAL INFORMATION

No cost consideration to the City

June 10, 2015

WHEREAS, the Dallas Children's Advocacy Center has asked all participants utilizing their facility and investigative protocol to sign an agreement outlining basic investigative responsibilities; and

WHEREAS, it is in the best interest of the City of Dallas to accept such agreement.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to enter into an amendment to the Memorandum of Understanding (MOU) with the Dallas Children's Advocacy Center to establish general guidelines for agencies involved in the investigation of physical or sexual child abuse.

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Public Works Department
Water Utilities

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

MAPSCO: 56B F

SUBJECT

Authorize Supplemental Agreement No. 2 to the professional services contract with Freese and Nichols, Inc. for additional engineering services for revisions to stormwater alignments and adjustments to a water line for the South Lamar Street, from Interstate 45 to Emery Street project - Not to exceed \$106,200, from \$790,243 to \$896,443 - Financing: 2012 Bond Funds (\$88,644) and Water Utilities Capital Improvement Funds (\$17,556)

BACKGROUND

On June 12, 2013, Resolution No. 13-0966 authorized a professional services contract with Freese and Nichols, Inc. for engineering design of street and thoroughfare improvements for South Lamar Street, from Interstate 45 to Emery Street. This action will authorize Supplemental Agreement No. 2 to the professional services contract with Freese and Nichols, Inc. for revisions to the stormwater alignments, water and sewer profiles, adjustments to a 66-inch water line, and additional public meetings and involvement for the project's proposed public art program.

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2013
Complete Design	July 2015
Begin Construction	August 2015
Complete Construction	December 2017

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract for engineering services with Freese and Nichols, Inc. on June 12, 2013, by Resolution No. 13-0966.

FISCAL INFORMATION

2012 Bond Funds - \$88,644

Water Utilities Capital Improvement Funds - \$17,556

Design	\$ 747,840.00
Supplemental Agreement No. 1	\$ 42,402.50
Supplemental Agreement No. 2 (this action)	\$ 106,200.00
Construction	
Paving & Drainage - PBW	\$ 8,910,310.75 (est.)
Water & Wastewater - DWU	<u>\$ 1,828,795.00 (est.)</u>
Total	\$11,635,548.25 (est.)

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Freese and Nichols, Inc.

Hispanic Female	8	Hispanic Male	39
African-American Female	5	African-American Male	8
Other Female	5	Other Male	12
White Female	134	White Male	314

OWNER

Freese and Nichols, Inc.

Tricia H. Hatley, P.E., Vice President

MAP

Attached.

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 2 to the professional services contract with Freese and Nichols, Inc. for additional engineering services for revisions to stormwater alignments and adjustments to a water line for the South Lamar Street, from Interstate 45 to Emery Street project - Not to exceed \$106,200, from \$790,243 to \$896,443 - Financing: 2012 Bond Funds (\$88,644) and Water Utilities Capital Improvement Funds (\$17,556)

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

PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$106,200.00	100.00%
Non-local contracts	\$0.00	0.00%
TOTAL THIS ACTION	\$106,200.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Baker and Associates	BFDB64034Y0116	(\$1,548.75)	(1.46%)
HVJ Associates, Inc.	BMMB61733N0516	\$3,011.00	2.84%
BDS Technologies, Inc.	BMDB64697Y0316	(\$46,390.00)	(43.68%)
Pacheco Koch	HMDB63705Y1015	\$74,390.00	70.05%
Victory Park Studios	HMDB62050Y0615	\$2,500.00	2.35%
Purdy McGuire	WFDB64466N0316	\$9,500.00	8.95%
Total Minority - Local		\$41,462.25	39.04%

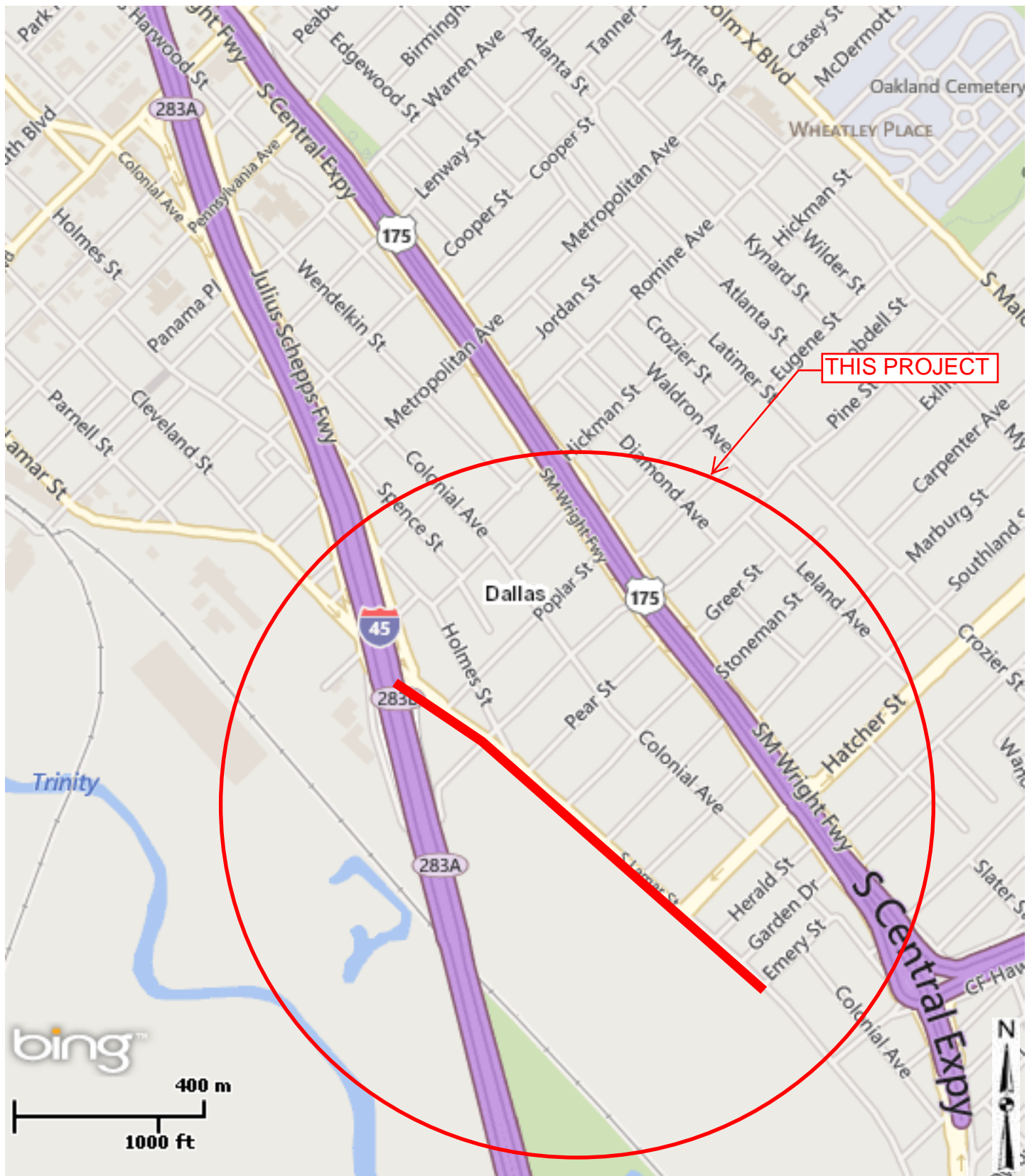
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	(\$44,927.75)	(42.30%)	\$23,895.00	2.67%
Hispanic American	\$76,890.00	72.40%	\$76,590.00	8.54%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$9,500.00	8.95%	\$186,787.70	20.84%
Total	\$41,462.25	39.04%	\$287,272.70	32.05%

S. LAMAR ST. FROM IH-45 TO EMERY ST.



June 10, 2015

WHEREAS, Freese and Nichols, Inc. was selected to provide the engineering design of street and thoroughfare improvements for South Lamar Street from Interstate 45 to Emery Street; and,

WHEREAS, on June 12, 2013, Resolution No. 13-0966 authorized a professional services contract with Freese and Nichols, Inc. for the engineering design of street and thoroughfare improvements for South Lamar Street from Interstate 45 to Emery Street in an amount not to exceed \$747,840.00; and,

WHEREAS, on November 15, 2013, Administrative Action No. 13-1628 authorized Supplemental Agreement No. 1 to the contract with Freese and Nichols, Inc. for control survey work, streetscape concept plans and additional public relations for South Lamar Street from Interstate 45 to Emery Street in an amount not to exceed \$42,402.50; and,

WHEREAS, it is now necessary to authorize Supplemental Agreement No. 2 to the contract with Freese and Nichols, Inc. for additional engineering services for revisions to stormwater alignments and adjustments to a water line for the South Lamar Street, from Interstate 45 to Emery Street project in the amount of \$106,200.00, increasing the contract from \$790,242.50 to \$896,442.50.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute Supplemental Agreement No. 2 with Freese and Nichols, Inc. for additional engineering services for revisions to stormwater alignments and adjustments to a water line for the South Lamar Street, from Interstate 45 to Emery Street project in the amount of \$106,200.00, increasing the contract from \$790,242.50 to \$896,442.50, after it has been approved as to form by the City Attorney.

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

Street and Transportation Improvements Fund	
Fund 2U22, Department PBW, Unit S396, Act. THRF	
Obj. 4111, Program #PB12S396, CT PBW12S396H1	
Vendor #347200, in an amount not to exceed	\$ 88,644.00

June 10, 2015

Water Capital Improvement Fund	
Fund 3115, Department DWU, Unit PW42, Obj. 4111	
Program #713127, CT PBW713127CP	
Vendor #347200, in an amount not to exceed	<u>\$ 17,556.00</u>
 Total in an amount not to exceed	 \$106,200.00

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

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 3, 6, 8, 13

DEPARTMENT: Sanitation Services

CMO: Joey Zapata, 670-3009

MAPSCO: N/A

SUBJECT

Authorize **(1)** Supplemental Agreement No. 2 to the contract with Biggs & Mathews Environmental, Inc. to exercise the first of three, twelve-month renewal options to the professional engineering contract for hydrogeology and groundwater monitoring at McCommas Bluff landfill, Northeast Transfer Station, Northwest Transfer Station and Southwest Transfer Station and waste cell design and construction oversight at McCommas Bluff Landfill; **(2)** an amendment to the estimated annual scope of services to revise the schedule for the waste cell construction originally scheduled for year four to year three in the amount of \$577,790; and **(3)** an increase in appropriations in the amount of \$427,122, from \$9,010,338 to \$9,437,460 in the Sanitation Capital Improvement Funds - Total not to exceed \$577,790, from \$417,640 to \$995,430 - Financing: Current Funds (\$150,668) and Sanitation Capital Improvement Funds (\$427,122) (subject to annual appropriations)

BACKGROUND

On June 26, 2013, City Council authorized a twenty-four-month professional engineering contract, with three twelve-month renewal options, with Biggs & Mathews Environmental, Inc. for hydrogeology and groundwater monitoring at McCommas Bluff Landfill, Northeast Transfer Station, Northwest Transfer Station and Southwest Transfer Station. This action will exercise the first of three twelve-month renewal options.

The operation of the City's solid waste disposal facilities, which includes the McCommas Bluff Landfill, Northeast Transfer Station, Northwest Transfer Station and Southwest Transfer Station, is governed by state-issued operational permits. Each permit requires various multimedia environmental protections, as regulated by the Texas Commission on Environmental Quality (TCEQ). The regulatory requirements include:

BACKGROUND (continued)

- Periodic monitoring
- Reporting and implementing response actions related to ground water protection
- Leachate monitoring/disposal and related services
- Emissions inventory reporting
- Site operation plan revisions
- Installation and maintenance of monitoring instruments

A portion of the monitoring services require specialized equipment and technical expertise that is best performed by a professional engineering services contractor who has trained environmental sampling staff, equipment, analytical chemistry laboratory and statistical analysis software for interpreting monitoring results that are needed to complete the regulatory requirements.

The professional services contractor is also needed to provide the specialized skills to design, handle the construction bid process and oversee the construction of a new waste cell at McCommas Bluff Landfill throughout this contract term.

When the new contract was executed in 2013, the next cell construction was scheduled to start in year 4 (FY 16-17); however, cell construction was moved to year 3 (FY 15-16) of the contract due to the increased airspace consumption rate, additional site planning and extended cell construction timeline.

ESTIMATED SCHEDULE OF PROJECT

Begin Contract	July 2015
Complete Contract	June 2016

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On June 26, 2013, City Council authorized a twenty-four month professional engineering contract with three twelve-month renewal options for hydrogeology and groundwater monitoring at McCommas Bluff Landfill, Northeast Transfer Station, Northwest Transfer Station, and Southwest Transfer Station and waste cell design and construction oversight at McCommas Bluff Landfill, by Resolution No. 13-1082.

FISCAL INFORMATION

\$150,668 - Current Funds (subject to annual appropriations)

\$427,122 - Sanitation Capital Improvement Funds (subject to annual appropriations)

<u>Council District</u>	<u>Amount</u>
3	\$ 30,000
6	\$ 25,000
8	\$521,790
13	<u>\$ 1,000</u>
Total	\$577,790

ETHNIC COMPOSITION

Biggs & Mathews Environmental, Inc.

White Male	15	White Female	7
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	1	Other Female	0

OWNER

Biggs & Mathews Environmental, Inc.

Kerry D. Maroney, President

Michael Snyder, Vice President

Kenneth J. Welch, Secretary/Treasurer

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** Supplemental Agreement No. 2 to the contract with Biggs & Mathews Environmental, Inc. to exercise the first of three, twelve-month renewal options to the professional engineering contract for hydrogeology and groundwater monitoring at McCommas Bluff landfill, Northeast Transfer Station, Northwest Transfer Station and Southwest Transfer Station and waste cell design and construction oversight at McCommas Bluff Landfill; **(2)** an amendment to the estimated annual scope of services to revise the schedule for the waste cell construction originally scheduled for year four to year three in the amount of \$577,790; and **(3)** an increase in appropriations in the amount of \$427,122, from \$9,010,338 to \$9,437,460 in the Sanitation Capital Improvement Funds - Total not to exceed \$577,790, from \$417,640 to \$995,430 - Financing: Current Funds (\$150,668) and Sanitation Capital Improvement Funds (\$427,122) (subject to annual appropriations)

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

PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$140,000.00	24.23%
Non-local contracts	\$437,790.00	75.77%
TOTAL THIS ACTION	\$577,790.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
T. Smith Inspecting & Testing	BMDB62210Y0615	\$125,000.00	89.29%
CP & Y	PMMB64115Y0217	\$15,000.00	10.71%
Total Minority - Local		\$140,000.00	100.00%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Dallas Groundwater Services	WFWB62667N0716	\$35,000.00	7.99%
Total Minority - Non-local		\$35,000.00	7.99%

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$125,000.00	21.63%	\$125,000.00	12.56%
Hispanic American	\$0.00	0.00%	\$555,000.00	55.75%
Asian American	\$15,000.00	2.60%	\$50,000.00	5.02%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$35,000.00	6.06%	\$125,000.00	12.56%
	<hr/>	<hr/>	<hr/>	<hr/>
Total	\$175,000.00	30.29%	\$855,000.00	85.89%

June 10, 2015

WHEREAS, on June 26, 2013, City Council authorized a twenty-four month professional engineering contract with three twelve-month renewal options for hydrogeology and groundwater monitoring at McCommas Bluff Landfill, Northeast Transfer Station, Northwest Transfer Station, and Southwest Transfer Station and waste cell design and construction oversight at McCommas Bluff Landfill as required by Resolution No. 13-1082; and

WHEREAS, on August 27, 2013, Administrative Action No. 13-6172 authorized Supplemental Agreement No. 1, for additional installation and testing of Geo-probes at McCommas Bluff Landfill;

NOW, THEREFORE,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to execute Supplemental Agreement No. 2 to exercise the first of three, twelve-month renewal options to the professional engineering contract with Biggs & Mathews Environmental, Inc. (501084) for hydrogeology and groundwater monitoring at McCommas Bluff Landfill, Northeast Transfer Station, Northwest Transfer Station and Southwest Transfer Station and waste cell design and construction oversight at McCommas Bluff Landfill and execute an amendment of the estimated annual scope of services by moving up the waste cell construction originally scheduled for year four to year three in an amount not to exceed \$577,790 increasing the professional engineering contract from \$417,640 to \$995,430.

Section 2. That the City Manager is hereby authorized to increase appropriations in the Sanitation Capitol Improvement Funds 0593, Department SAN, Unit P964, Object 3070, in the amount not to exceed \$427,122 from \$9,010,338 to \$9,437,460.

Section 3. That the Chief Financial Officer is authorized to disburse funds from the following appropriation in an amount not to exceed \$577,790 (subject to annual appropriations):

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>ENCUMBRANCE</u>
0001	SAN	3591	3070	\$150,668.00	CTBiggs&Mathews2015
0593	SAN	P964	3070	\$427,122.00	CTB&MCellConstruction2015

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Street Services

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

MAPSCO: 56G

SUBJECT

Authorize **(1)** an Interlocal Agreement with the Texas Department of Transportation (TxDOT) to provide reimbursement of material and labor costs for traffic signal improvements at the intersection of U.S. Highway 175 and S. M. Wright Freeway; and **(2)** the establishment of appropriations in the amount of \$23,712 in the Texas Department of Transportation Grant Fund - Not to exceed \$23,712 - Financing: Texas Department of Transportation Grant Funds

BACKGROUND

As part of a North Central Texas Council of Governments (NCTCOG) Surface Transportation Program - Metropolitan Mobility (STP-MM) Agreement (CSJ 0197-02-108), the Texas Department of Transportation (TxDOT) will design, build, and install a new traffic signal at the intersection of U.S. Highway 175 (C. F. Hawn Freeway) and S. M. Wright Freeway. The installation of this traffic signal is part of Phase I of the S. M. Wright Freeway removal project. The existing freeway interchange at this location will be removed and replaced with a traditional signalized intersection.

To remain consistent with other equipment in the city-wide system, the City of Dallas will provide controllers, cabinets and other traffic control equipment for the project. TxDOT will reimburse the City for material and labor costs.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

ESTIMATED SCHEDULE OF PROJECT

Begin construction	January 2016
Complete construction	March 2019

FISCAL INFORMATION

Texas Department of Transportation Grant Funds - \$23,711.54

MAP

Attached

S.M. WRIGHT FRWY.



MAPSCO 56G

June 10, 2015

WHEREAS, the Texas Department of Transportation (TxDOT) will provide reimbursement to the City of Dallas for material and labor costs incurred for traffic signal improvements at the intersection of U.S. Highway 175 and S. M. Wright Freeway; and,

WHEREAS, TxDOT will reimburse the City for 100% of the City's material and labor costs in an amount not to exceed \$23,711.54; and,

WHEREAS, the City of Dallas desires to enter into an agreement with TxDOT (CFDA 20.205, CSJ 0197-02-108) for cost reimbursement of traffic signal improvements at the intersection of U.S. Highway 175 and S. M. Wright Freeway.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute an Interlocal Agreement with the Texas Department of Transportation (TxDOT) through a grant from the Department of Transportation Federal Highway Administration (CFDA 20.205, CSJ 0197-02-108) to provide cost reimbursement for traffic signal improvements at the intersection of U.S. Highway 175 and S. M. Wright Freeway, after it has been approved as to form by the City Attorney. The agreement remains effective as long as the project is incomplete or unless otherwise terminated or modified.

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit all reimbursements from TxDOT pertaining to this project in an amount not to exceed \$23,711.54 in Fund F8FJ, Dept. STS, Unit 88FJ, Revenue Source 6508.

Section 3. That the City Manager is hereby authorized to establish an appropriation in the amount of \$23,711.54 in Fund F8FJ, Dept. STS, Unit 88FJ, Act. THRG Obj. 4820, Major Program STSMJR, Program TPF8FJ15.

Section 4. That the Chief Financial Officer is hereby authorized to disburse funds from Fund F8FJ, Dept. STS, Unit 88FJ, Act. THRG Obj. 4820, Major Program STSMJR, Program TPF8FJ15, in an amount not to exceed \$23,711.54.

Section 5. That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

June 10, 2015

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Street Services

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

MAPSCO: N/A

SUBJECT

Authorize **(1)** an amendment to the Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation for the design, testing, and implementation of new communication technologies at various citywide locations; **(2)** an increase in appropriations in the amount of \$425,600 in the Texas Department of Transportation Grant Fund; and **(3)** an increase in a required local match in the amount of \$106,400 - Total not to exceed \$532,000, from \$2,500,000 to \$3,032,000 - Financing: Texas Department of Transportation Grant Funds (\$425,600) and 2006 Bond Funds (\$106,400)

BACKGROUND

On June 25, 2014, City Council authorized an LPAFA with the Texas Department of Transportation (TxDOT) to accept a \$ 2,000,000 grant to design, test, and implement new communication technologies at various locations citywide as part of the City's Advanced Traffic Management System (ATMS) Upgrade project. The grant required a local match of \$500,000, which was to be paid for from \$6.1 M funds set aside for the ATMS Upgrade project.

TxDOT would like to grant an additional \$425,600 towards the project. This action will amend the existing LPAFA with TxDOT to increase TxDOT grant funding from \$2,000,000 to \$2,425,600, with an additional local match requirement of \$106,400, increasing the total local match requirement from \$500,000 to \$606,400. Matching funds are available through existing bond fund allocations for the ATMS Upgrade project and will not require additional monies from general fund.

These funds will be used for portions of the ATMS Upgrade project. Specifically, funds will be used to upgrade the communication system component of the ATMS. The City's communication system is still analog in this digital age and will not be compatible with the new advanced traffic signal controllers. The new central computer system under development requires the use of digital high bandwidth communication technologies.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On June 25, 2014, City Council authorized a Local Project Advance Funding Agreement with TxDOT to design, test, and implement new communication technologies at various citywide locations by Resolution No. 14-1033.

ESTIMATED SCHEDULE OF PROJECT

Begin Work	August 2015
Complete Installation	December 2017

FISCAL INFORMATION

\$425,600.00 - Texas Department of Transportation Grant Funds
\$106,400.00 - 2006 Bond Funds

June 10, 2015

WHEREAS, on June 25, 2014, the City of Dallas authorized the City Manager to enter into a Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) Agreement (CSJ#0918-45-888) which is in effect for a period of ten (10) years for the design, testing and implementation of new communication technologies at various city-wide locations, in a total amount not to exceed \$2,500,000.00, by Resolution No. 14-1033; and,

WHEREAS, it has become necessary to amend the contract to increase funding participation; and,

WHEREAS, the TxDOT portion of the LPAFA grant increased in an amount of \$425,600.00 from \$2,000,000.00 to \$2,425,600.00; and the City of Dallas local match increased in an amount of \$106,400.00 from \$500,000.00 to \$606,400.00, for a total amount not to exceed \$3,032,000.00; and,

WHEREAS, the City of Dallas desires to amend the agreement with TxDOT to increase the contract in an amount not to exceed \$532,000.00, from \$2,500,000 to \$3,032,000.00.

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to execute an amendment to the Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT), Agreement number CSJ#0918-45-888, through a grant from the Department of Transportation Federal Highway Administration (CFDA 20.205), for the design, testing and implementation of new communication technologies at various citywide locations to be in effect for a period of ten (10) years from execution increasing the contract in an amount not to exceed \$532,000, from \$2,500,000 to \$3,032,000.

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit all funds from TxDOT pertaining to this project in an amount not to exceed \$425,600.00 in Fund S8FI, Dept. STS, Unit 88FI, Revenue Source 6508.

Section 3. That the City Manager is hereby authorized to increase the established appropriations in an amount not to exceed \$425,600.00 from \$2,000,000.00 to \$2,425,600.00 in Fund S8FI, Dept. STS, Unit 88FI, Act. THRG, Obj. 4735, Major Program TxDOT, Program TP88FI14.

Section 4. That the Chief Financial Officer is hereby authorized to disburse funds from Fund S8FI, Dept. STS, Unit 88FI, Act. THRG, Obj. 4735, Program TP88FI14, in an amount not to exceed \$425,600.00.

June 10, 2015

Section 5. That the Chief Financial Officer is hereby authorized to increase the local match funds in an amount not to exceed \$106,400.00 from \$500,000.00 to \$606,400.00 in Fund 2T22, Dept. PBW, Unit R090, Obj. 4735, Program PB03R090.

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

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

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

AGENDA ITEM # 20

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 13

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 25X

SUBJECT

An ordinance granting a revocable license to CH Realty VI/R Dallas Preston Ctr, L.P., for the use of approximately 2,852 square feet of surface and aerial space to install and maintain a pedestrian skybridge and four support columns on and over a portion of Westchester Drive right-of-way located near its intersection with Berkshire Lane - Revenue: \$23,636 annually, plus the one-time \$20 ordinance publication fee

BACKGROUND

This item grants a license for the construction, installation, use and maintenance of a pedestrian bridge and four support columns on and over a portion of Westchester Drive. The use of this area will not impede pedestrian or vehicular traffic.

The licensee will indemnify the City and carry general liability insurance naming the City as an additional insured.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

This item has no prior action.

FISCAL INFORMATION

Revenue: \$23,636 annually, plus the one-time \$20 ordinance publication fee

OWNER

CH Realty VI/R Dallas Preston Ctr, L.P.

CH Realty VI/R Dallas Preston Ctr, GP, L.L.C.

Fund VI Managers, L.L.C.

Anne L. Raymond, President

MAP

Attached

W. Northwest Highway

Ames Street



Preston Road

Berkshire Lane

Block
5623

Kate Street

Berkshire Lane

Westchester Drive

CH Realty VI/R Dallas Preston Ctr,
L.P., Instrument No. 2013003655480

City of Dallas Vol 4342, PG. 198

Subject Area



Luther Lane

ORDINANCE NO. _____

An ordinance granting a revocable license to CH Realty VI/R Dallas Preston Ctr, L.P. to occupy, maintain, and utilize a portion of Westchester Drive right-of-way located near the intersection of Berkshire Lane and Westchester Drive adjacent to City Block 5623 within the limits hereinafter more fully described, for the purpose of installing, using and maintaining an aerial pedestrian bridge and four surface support columns; providing for the terms and conditions of this license; providing for the annual compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

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

SECTION 1. That a revocable license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to CH Realty VI/R Dallas Preston Ctr, L.P., a Delaware limited partnership, its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain, and utilize for the purpose set out herein below the tract of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

SECTION 2. That this license is granted for a term of forty (40) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas the sum of **TWENTY-THREE THOUSAND SIX HUNDRED THIRTY-SIX AND NO/100 (\$23,636.00) DOLLARS** annually for the license herein granted, said sum to become due and payable on the 2nd day of January each year, in advance, during the term hereof; provided, however, that the first payment due hereunder in the sum of **TWENTY-THREE THOUSAND SIX HUNDRED THIRTY-SIX AND NO/100 (\$23,636.00) DOLLARS** shall become due and payable upon the final passage of this ordinance and shall cover the consideration for 2015 in accordance with the special fees established by Section 43-115 of the Dallas City Code. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. Should **GRANTEE** fail to pay the above stated annual fee within sixty (60)

days of the due date, the Director of Department of Sustainable Development and Construction may terminate this license. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in Fund 0001, Department DEV, Unit 1181, Revenue Source 8200. In the event **GRANTEE's** check for the license fee is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10% a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: to install, use and maintain an aerial pedestrian bridge and four surface support columns (sometimes referred to herein as "the sky-bridge").

SECTION 5. That this license is subject to the provisions set forth in EXHIBIT B attached hereto and made a part hereof.

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. In addition to terminations by the Director of Department of Sustainable Development and Construction as provided in this license, the Governing Body of the City of Dallas reserves the right to terminate and cancel this license, at will, with or without cause, by Resolution passed by said Governing body. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts. **GRANTEE** shall have the right of cancellation upon giving the City of Dallas sixty (60) days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed area at **GRANTEE's** expense and

restore the licensed area and any other impacted City-owned improvements to the same or substantial same condition as existed on the effective date of this ordinance. Failure to do so shall subject **GRANTEE** to the provisions contained in EXHIBIT B, Subsection (a). All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 7. That the license is subject to the following conditions, terms and reservations:

- a) **GRANTEE** shall comply with Section 51A-4.217(b)(12) of City Code for sky-bridges.
- b) **GRANTEE** shall obtain a street cut permit prior to construction in the City of Dallas right-of-way by calling Public Works at 214-948-4445.
- c) **GRANTEE** shall establish and maintain an ADA-compliant public access right and passage on, over, across and through (i) the sky-bridge; and (ii) the private side of the sky-bridge and any abutting private building to the street level public sidewalks during the business hours of said abutting building.
- d) **GRANTEE** acknowledges that the minimum clearance above ground elevation must be 15'. However, it is recommended that the clearance be 16'.
- e) In the event shopping carts are brought onto the parking garage via the sky-bridge, **GRANTEE** shall establish and effectively enforce a cart retrieval and control plan that prohibits and precludes cart storage on the garage deck area and that is acceptable to the licensee under Ordinance No. 23792 while the license under said ordinance is in effect (the "Parking Corporation") and the Director of Department of Sustainable Development and Construction.
- f) **GRANTEE** shall ensure there is no loss of total parking spaces within the garage due to improvements constructed pursuant to this license that would result in the number of parking spaces in the garage totaling less than 801. To the extent any restriping or other parking and driveway configuration changes are ever requested by **GRANTEE**, they will need to be reviewed and consented to in advance by the Parking Corporation and reviewed and approved by the Director of Department of Sustainable Development and Construction.
- g) **GRANTEE** shall, contemporaneously with construction of the sky-bridge, establish and maintain a minimum of 4 handicap parking spaces on the second level deck within reasonable proximity to the sky-bridge as approved by the Parking Corporation and the Director of Department of Sustainable Development and Construction.

- h) **GRANTEE** shall encourage and endeavor to ensure that any directional signage relating to the sky-bridge should reference the sky-bridge and the availability of public access and shall not reference or highlight a specific tenant or store.
- i) **GRANTEE** shall not attempt to reserve parking within the parking garage or suggest or otherwise imply that any particular spots or areas within the parking garage are reserved in favor of any particular property, tenant or store.
- j) **GRANTEE** acknowledges that there are no guaranteed parking time limits, configurations, or regimes within the garage and that any such limiting of parking times must be approved by the Parking Corporation in accordance with Ordinance 23792 or by the Director of Department of Sustainable Development and Construction.
- k) **GRANTEE** shall maintain a removal and restoration bond, cash deposit, or letter of credit with the City in a form, containing such terms, and in such amount as are acceptable to the Director of Department of Sustainable Development and Construction and that will be sufficient to remove the sky-bridge and restore the licensed area and any parts of the parking garage impacted by the licensed improvements to its condition existing as of the effective date of this ordinance upon termination or expiration of this license.
- l) **GRANTEE** shall obtain design review and approval by the Director of Department of Sustainable Development and Construction of any licensed improvements in the licensed area before commencing construction and shall construct same in a good and workmanlike manner in accordance with said approved design.
- m) **GRANTEE** shall obtain design review and approval by the Director of Department of Sustainable Development and Construction and the Parking Corporation of any improvements to or work on the garage itself before commencing construction and shall construct same in a good and workmanlike manner in accordance with said approved design.
- n) **GRANTEE** will, upon the completion of the sky-bridge require and ensure that employees of **GRANTEE** and its tenants at the property located at 8335 Westchester and known as Preston Center Pavilion park in the on-site parking on **GRANTEE's** abutting property rather than the public parking garage and **GRANTEE** will maintain at all times thereafter sufficient parking for said employees on-site or at off-site locations other than the public parking garage unless and until such time as additional parking levels are added to the parking structure with funds that include contributions from **GRANTEE**.

- o) **GRANTEE** covenants and agrees that should the skybridge be constructed, then not later than 15 days after receipt by it of "Director's Notice" (defined below) **GRANTEE** will execute and deliver to City a waiver fully and finally waiving, releasing, relinquishing and quitclaiming any and all rights, title, and interest it may have in and to the Subject Property as identified and defined in the Agreed Final Judgment in Cause No. DC-06-12538, 162nd Judicial District of Texas, dated December 21, 2012 (the "Judgment") that would restrict or otherwise limit the use of the Subject Property to the "Permitted Uses" as defined in the Judgment and otherwise limit or restrict non-parking development of the Subject Property. "Director's Notice" shall mean a written certification from the Director of Department of Sustainable Development and Construction, accompanied by the supporting documentation relied on by the Director, that all the other beneficiaries of the Judgment have executed instruments or otherwise acted so as to fully and finally waive, release, relinquish and quitclaim any and all rights, title, and interest each may have in and to the Subject Property as identified and defined in the Judgment that would restrict or limit the use of the Subject Property to the "Permitted Uses" as defined in the Judgment or otherwise limit or restrict non-parking development of the Subject Property. To this end, **GRANTEE** does hereby appoint the City of Dallas, acting by and through its Director of Department of Sustainable Development and Construction, as **GRANTEE's** agent and attorney in fact to effect such waiver, release, relinquishment and quitclaim and to execute and deliver on behalf of **GRANTEE**, in its name, place and stead, any and all instruments necessary or convenient to accomplish same should **GRANTEE** fail to promptly so act upon receipt of the Director's Notice, this appointment being irrevocable and coupled with an interest in favor of the City of Dallas. For purposes of the this subsection o), instruments or actions waiving, releasing, relinquishing and quitclaims rights titles and interests of beneficiaries under the Judgment shall not include judgments in condemnation that do not preserve public parking equal to or exceeding 801 public spaces in the garage or waivers that do not allow guests and customers of **GRANTEE** rights to use any public parking on the same basis as those of the other beneficiaries. This subpart o) shall survive termination or expiration of this license.
- p) In addition to the indemnification, defense, and hold harmless provisions in Exhibit B, **GRANTEE** agrees and does hereby commit to indemnify, defend and hold harmless the City of Dallas, its officers, agents, and employees against any and all claims, lawsuits, judgments, costs, and expenses, including but not limited attorneys fee and court costs, arising directly or indirectly from any challenge to this license and/or the resulting use of the parking garage stemming from this license, provided that the City cooperates with **GRANTEE** in such defense.

SECTION 8. That the license granted hereby shall not become effective until and unless **GRANTEE** files a final acceptance, in writing, to the terms and conditions of this ordinance with the Director of Department of Sustainable Development and Construction and said written acceptance shall be forwarded to the City Secretary of the City of Dallas. In the event said written final acceptance is not filed within six (6) months after the passage of this ordinance as provided for herein, then the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 9. That upon receipt of **GRANTEE's** final written acceptance, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a NOTICE OF LICENSE and to file same in the deed records of Dallas County, Texas. Additionally, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a cancellation of Notice of License upon termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

SECTION 10. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 11. That this license may not be assigned without prior written approval from the Director of Department of Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restrictions, and conditions contained in this ordinance. The assignee shall deliver evidence of ownership of property abutting the licensed area and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Record of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fee for the year 2015, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

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

APPROVED AS TO FORM:
WARREN M. S. ERNST
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney
Passed _____.

BY 
Assistant Director

AERIAL RIGHTS ABANDONMENT
ABOVE GROUND ELEVATION 14.0 FEET TO 28.0 FEET
MEAN SEA LEVEL ELEVATION 593.0 FEET TO 607.0 FEET

EXHIBIT A

BEING PART OF WESTCHESTER DRIVE
CITY BLOCK 5623
ANDREW J. SURVEY, ABSTRACT NO. 948
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING a 2,752 square foot (0.063 acre) tract of land (projected above the herein described horizontal plane, between above ground elevation 14.0 feet to 28.0 feet and mean sea level elevation of 593.0 feet and 607.0 feet having a volume of 37,534 cubic feet) situated in the Andrew J. Mannin Survey, Abstract No. 948, City of Dallas, Dallas County, Texas and being part of Westchester Drive (a variable width right-of-way by use and occupation) and being part of a tract of land shown as Antony Plaza in Warranty Deed, recorded in Volume 2043, Page 439, Deed Records, Dallas County, Texas, and being part of a tract of land described in Quit Claim Deed to The City of Dallas, recorded in Volume 4342, Page 198, Deed Records, Dallas County, Texas, and lying in City Block 5623, said 0.062 acre tract being more particularly described as follows:

COMMENCING at a "X" cut in concrete found at the intersection of the west right-of-way line of Westchester Drive (a variable width right-of-way by use and occupation) with the north right-of-way line of Luther Lane (an 80-foot right-of-way) and being the southeast corner of Lot 6A, Block 10/5623 of Preston Center Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 2002126, Page 72, Deed Records, Dallas County, Texas;

THENCE with said west right-of-way line and with the east line of said Lot 6A, North 0°24'05" West, a distance of 306.29 feet the **POINT OF BEGINNING**;

THENCE continuing with said west right-of-way line and said east line, North 0°24'05" West, a distance of 62.71 feet to a point for corner from which the northeast corner of said Lot 6A bears North 0°24'05" West, a distance of 21.00 feet;

THENCE departing said west right-of-way line and said east line, the following courses and distances to wit:

North 89°29'15" East, a distance of 77.41 feet to a point for corner;
South 0°29'34" East, a distance of 28.00 feet to a point for corner;
South 89°29'15" West, a distance of 43.80 feet to a point for corner;
South 43°39'07" West, a distance of 48.39 feet to the **POINT OF BEGINNING** and containing 2,752 square feet or 0.063 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, (2011).

REVIEWED BY
JL 3-20-15
SPR 3061

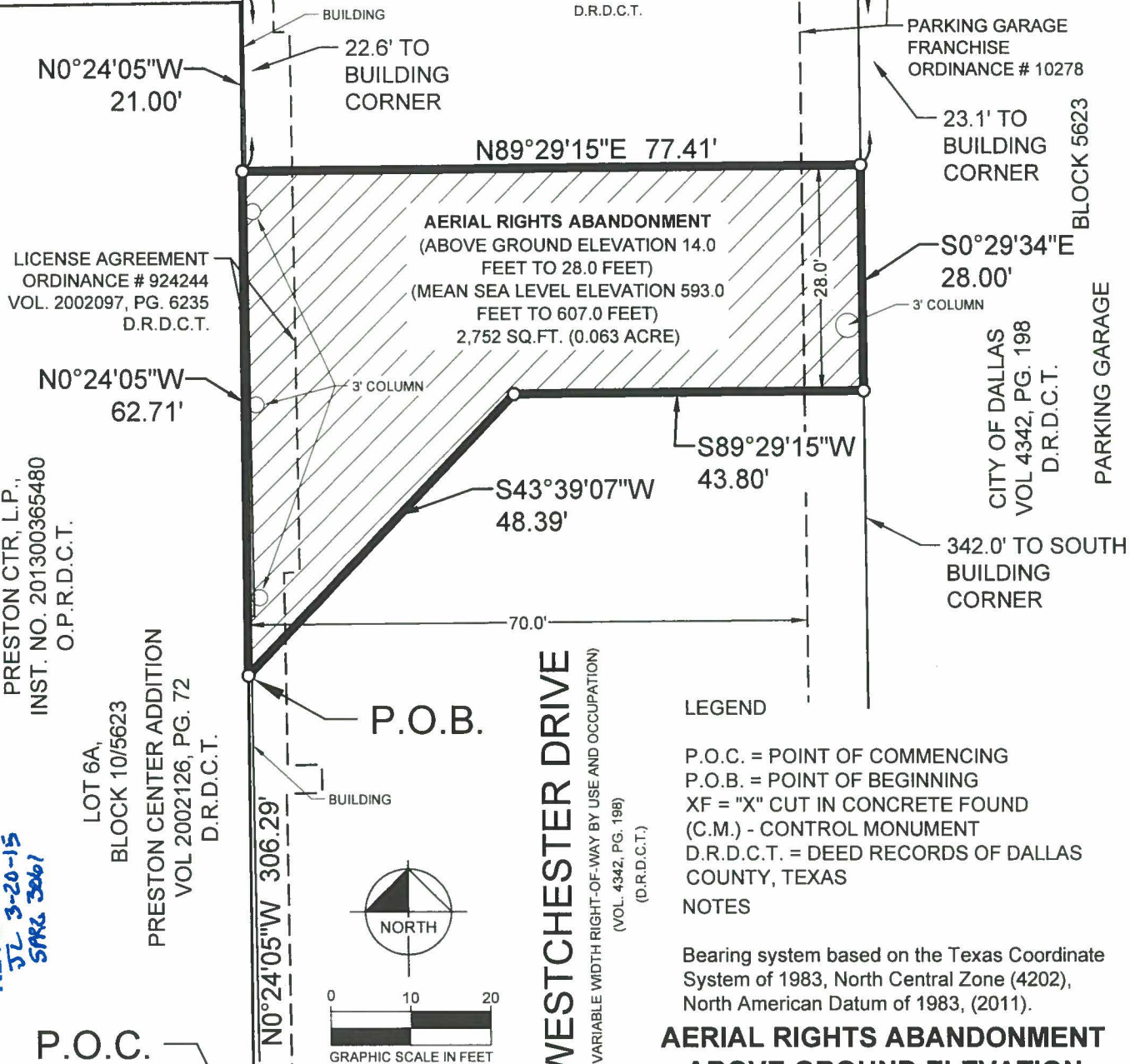
DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
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DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com



Kimley»Horn					
12750 Merit Drive, Suite 1000 Dallas, Texas 75251 FIRM # 101155-00 Tel. No. (972) 770-1300 Fax No. (972) 239-3820					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP	DAB	MAR 2015	063319064	1 OF 2

BERKSHIRE LANE

(AN 80-FOOT RIGHT-OF-WAY)
VOLUME 2043, PAGE 439
D.R.D.C.T.



REVIEWED BY
JL 3-20-15
SAR 3061

P.O.C.
S89°15'55"W
XF (C.M.) 200.00'
LUTHER LANE

(AN 80-FOOT RIGHT-OF-WAY)
VOLUME 2043, PAGE 439
D.R.D.C.T.

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FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 20'	DWP	DAB	MAR 2015	063319064	2 OF 2

LICENSE AGREEMENT NO.1
BEING PART OF WESTCHESTER DRIVE
CITY BLOCKS 5623
ANDREW J. SURVEY, ABSTRACT NO. 948
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A

BEING a 25 square foot (0.001 acre) tract of land situated in the Andrew J. Mannin Survey, Abstract No.948, City of Dallas, Dallas County, Texas and being part of Westchester Drive (a variable width right-of-way by use and occupation) and being part of a tract of land shown as Antony Plaza in Warranty Deed, recorded in Volume 2043, Page 439, Deed Records, Dallas County, Texas, and being part of a tract of land described in Quit Claim Deed to The City of Dallas, recorded in Volume 4342, Page 198, Deed Records, Dallas County, Texas, and lying in City Block 5623, said 0.062 acre tract being more particularly described as follows:

COMMENCING at a "X" cut in concrete found at the intersection of the west right-of-way line of Westchester Drive (a variable width right-of-way by use and occupation) with the north right-of-way line of Luther Lane (an 80-foot right-of-way) and being the southeast corner of Lot 6A, Block 10/5623 of Preston Center Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 2002126, Page 72, Deed Records, Dallas County, Texas;

THENCE with said west right-of-way line and with the east line of said Lot 6A, North 0°24'05" West, a distance of 313.51 feet a point in the east line of said Lot 6A for the **POINT OF BEGINNING**;

THENCE continuing with said west right-of-way line and said east line of Lot 6A, North 0°24'05" West, a distance of 5.00 feet to a point for corner;

THENCE departing said west right-of-way line and said east line of Lot 6A, the following courses and distances to wit:

North 89°35'55" East, a distance of 5.00 feet to a point for corner;
South 0°24'05" East, a distance of 5.00 feet to a point for corner;
South 89°35'55" West, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 25 square feet or 0.001 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, (2011).

REVIEWED BY
JL 3-20-15
SPR 3062

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Tel. No. (972) 770-1300			Fax No. (972) 239-3820		
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	DWP	DAB	MAR 2015	063319064	1 OF 2

BERKSHIRE LANE

(80-FOOT RIGHT-OF-WAY)
VOLUME 2043, PAGE 439
D.R.D.C.T.

PARKING GARAGE
FRANCHISE
ORDINANCE # 10278

0.001 ACRES
25 SQ. FT.

SEE DETAIL

CITY OF DALLAS
VOL 4342, PG. 198
D.R.D.C.T.
BLOCK 5623
PARKING GARAGE

P.O.B.

N0°24'05"W
313.51'

LICENSE AGREEMENT
ORDINANCE # 924244
VOL. 2002097, PG. 6235
D.R.D.C.T.

P.O.B.

CH REALTY V/R DALLAS
PRESTON CTR, L.P.,
INST. NO. 201300365480
O.P.R.D.C.T.

LOT 6A,
BLOCK 10/5623
PRESTON CENTER ADDITION
VOL 2002126, PG. 72
D.R.D.C.T.

WESTCHESTER DRIVE

(A VARIABLE WIDTH RIGHT-OF-WAY BY USE AND OCCUPATION)
(VOL. 4342, PG. 198)
(D.R.D.C.T.)

N0°24'05"W 313.51'

LICENSE AGREEMENT DETAIL

NOT TO SCALE

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°24'05"W	5.00'
L2	N89°35'55"E	5.00'
L3	S00°24'05"E	5.00'
L4	S89°35'55"W	5.00'

NOTES

Bearing system based on the Texas
Coordinate System of 1983, North Central
Zone (4202), North American Datum of 1983,
(2011).

P.O.C.

XF
(C.M.)

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
XF = "X" CUT IN CONCRETE FOUND
(C.M.) - CONTROL MONUMENT
D.R.D.C.T. = DEED RECORDS OF DALLAS
COUNTY, TEXAS

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S89°15'55"W 200.00'

LUTHER LANE

(80-FOOT RIGHT-OF-WAY)
VOLUME 2043, PAGE 439
D.R.D.C.T.



REVIEWED BY
JL 3-20-15
SIN 3062

LICENSE AGREEMENT NO. 1

BEING PART OF WESTCHESTER DRIVE

CITY BLOCK 5623

ANDREW J. SURVEY, ABSTRACT NO. 948
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	DWP	DAB	MAR 2015	063319064	2 OF 2

LICENSE AGREEMENT NO. 2
BEING PART OF WESTCHESTER DRIVE
CITY BLOCK 5623
ANDREW J. SURVEY, ABSTRACT NO. 948
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A

BEING a 25 square foot (0.001 acre) tract of land situated in the Andrew J. Mannin Survey, Abstract No.948, City of Dallas, Dallas County, Texas and being part of Westchester Drive (a variable width right-of-way by use and occupation) and being part of a tract of land shown as Antony Plaza in Warranty Deed, recorded in Volume 2043, Page 439, Deed Records, Dallas County, Texas, and being part of a tract of land described in Quit Claim Deed to The City of Dallas, recorded in Volume 4342, Page 198, Deed Records, Dallas County, Texas, and lying in City Block 5623, said 0.062 acre tract being more particularly described as follows:

COMMENCING at a "X" cut in concrete found at the intersection of the west right-of-way line of Westchester Drive (a variable width right-of-way by use and occupation) with the north right-of-way line of Luther Lane (an 80-foot right-of-way) and being the southeast corner of Lot 6A, Block 10/5623 of Preston Center Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 2002126, Page 72, Deed Records, Dallas County, Texas;

THENCE with said west right-of-way line and with the east line of said Lot 6A, North 0°24'05" West, a distance of 337.51 feet a point in the east line of said Lot 6A for the **POINT OF BEGINNING**;

THENCE continuing with said west right-of-way line and said east line of Lot 6A, North 0°24'05" West, a distance of 5.00 feet to a point for corner;

THENCE departing said west right-of-way line and said east line of Lot 6A, the following courses and distances to wit:

North 89°35'55" East, a distance of 5.00 feet to a point for corner;
South 0°24'05" East, a distance of 5.00 feet to a point for corner;
South 89°35'55" West, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 25 square feet or 0.001 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, (2011).

REVIEWED BY
JL 3-20-15
SPR 306.3

DANA BROWN
REGISTERED PROFESSIONAL
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Kimley»Horn

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Dallas, Texas 75251

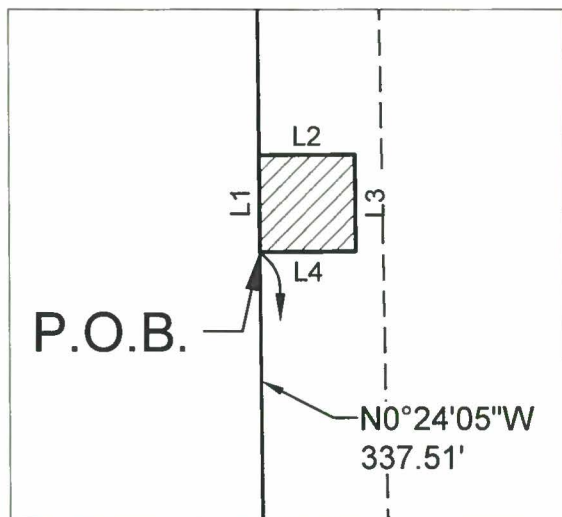
FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP	DAB	MAR 2015	063319064	1 OF 2

BERKSHIRE LANE

(80-FOOT RIGHT-OF-WAY)
VOLUME 2043, PAGE 439
D.R.D.C.T.



LICENSE AGREEMENT DETAIL NOT TO SCALE

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°24'05\"W	5.00'
L2	N89°35'55\"E	5.00'
L3	S00°24'05\"E	5.00'
L4	S89°35'55\"W	5.00'

NOTES

Bearing system based on the Texas
Coordinate System of 1983, North Central
Zone (4202), North American Datum of 1983,
(2011).

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
XF = "X" CUT IN CONCRETE FOUND
(C.M.) - CONTROL MONUMENT
D.R.D.C.T. = DEED RECORDS OF DALLAS
COUNTY, TEXAS

DANA BROWN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5336
12750 MERIT DRIVE, SUITE 1000
DALLAS, TEXAS 75251
PH. 972-770-1300
dana.brown@kimley-horn.com



P.O.B.

CH REALTY W/R DALLAS
PRESTON CTR, L.P.,
INST. NO. 201300365480
O.P.R.D.C.T.

LOT 6A,
BLOCK 10/5623

PRESTON CENTER ADDITION
VOL 2002126, PG. 72
D.R.D.C.T.

N0°24'05\"W 337.51'

WESTCHESTER DRIVE

(A VARIABLE WIDTH RIGHT-OF-WAY BY USE AND OCCUPATION)
(VOL. 4342, PG. 198)
(D.R.D.C.T.)

P.O.C.

XF
(C.M.)

S89°15'55\"W 200.00'

LUTHER LANE

(80-FOOT RIGHT-OF-WAY)
VOLUME 2043, PAGE 439
D.R.D.C.T.

PARKING GARAGE
FRANCHISE
ORDINANCE # 10278

0.001 ACRES
25 SQ. FT.

SEE DETAIL

CITY OF DALLAS
VOL 4342, PG. 198
D.R.D.C.T.
BLOCK 5623
PARKING GARAGE

REVIEWED BY
JL 3-20-15
SPAL 3063



LICENSE AGREEMENT NO. 2

BEING PART OF WESTCHESTER DRIVE
CITY BLOCK 5623

ANDREW J. SURVEY, ABSTRACT NO. 948
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	DWP	DAB	MAR 2015	063319064	1 OF 2

LICENSE AGREEMENT NO. 3
BEING PART OF WESTCHESTER DRIVE
CITY BLOCK 5623
ANDREW J. SURVEY, ABSTRACT NO. 948
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A

BEING a 25 square foot (0.001 acre) tract of land situated in the Andrew J. Mannin Survey, Abstract No.948, City of Dallas, Dallas County, Texas and being part of Westchester Drive (a variable width right-of-way by use and occupation) and being part of a tract of land shown as Antony Plaza in Warranty Deed, recorded in Volume 2043, Page 439, Deed Records, Dallas County, Texas, and being part of a tract of land described in Quit Claim Deed to The City of Dallas, recorded in Volume 4342, Page 198, Deed Records, Dallas County, Texas, and lying in City Block 5623, said 0.062 acre tract being more particularly described as follows:

COMMENCING at a "X" cut in concrete found at the intersection of the west right-of-way line of Westchester Drive (a variable width right-of-way by use and occupation) with the north right-of-way line of Luther Lane (an 80-foot right-of-way) and being the southeast corner of Lot 6A, Block 10/5623 of Preston Center Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 2002126, Page 72, Deed Records, Dallas County, Texas;

THENCE with said west right-of-way line and with the east line of said Lot 6A, North 0°24'05" West, a distance of 361.51 feet a point in the east line of said Lot 6A for the **POINT OF BEGINNING**;

THENCE continuing with said west right-of-way line and said east line of Lot 6A, North 0°24'05" West, a distance of 5.00 feet to a point for corner;

THENCE departing said west right-of-way line and said east line of Lot 6A, the following courses and distances to wit:

North 89°35'55" East, a distance of 5.00 feet to a point for corner;

South 0°24'05" East, a distance of 5.00 feet to a point for corner;

South 89°35'55" West, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 25 square feet or 0.001 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, (2011).

REVIEWED BY
JL 3-20-15
SPR 3064

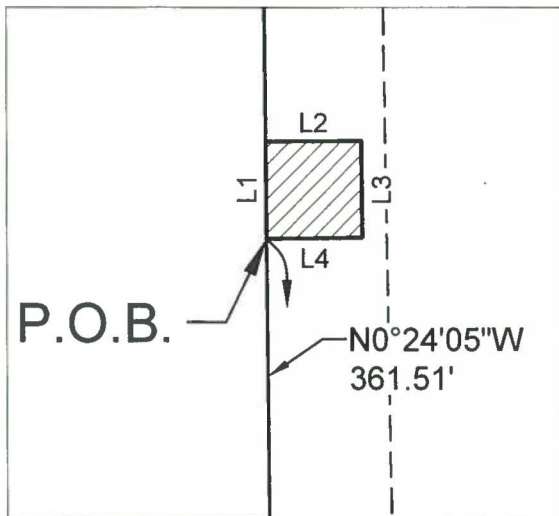
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP	DAB	MAR 2015	063319064	1 OF 2

BERKSHIRE LANE

(80-FOOT RIGHT-OF-WAY)
VOLUME 2043, PAGE 439
D.R.D.C.T.



P.O.B.

SEE DETAIL

PARKING GARAGE
FRANCHISE
ORDINANCE # 10278

0.001 ACRES
25 SQ. FT.

LICENSE AGREEMENT
ORDINANCE # 924244
VOL. 2002097, PG. 6235
D.R.D.C.T.

CH REALTY V/R DALLAS
PRESTON CTR, L.P.,
INST. NO. 201300365480
O.P.R.D.C.T.

LOT 6A,
BLOCK 10/5623

PRESTON CENTER ADDITION
VOL. 2002126, PG. 72
D.R.D.C.T.

WESTCHESTER DRIVE

(A VARIABLE WIDTH RIGHT-OF-WAY BY USE AND OCCUPATION)
(VOL. 4342, PG. 198)
(D.R.D.C.T.)

CITY OF DALLAS
VOL. 4342, PG. 198
D.R.D.C.T.
BLOCK 5623
PARKING GARAGE

LICENSE AGREEMENT DETAIL

NOT TO SCALE

LINE TABLE		
NO.	BEARING	LENGTH
L1	N00°24'05"W	5.00'
L2	N89°35'55"E	5.00'
L3	S00°24'05"E	5.00'
L4	S89°35'55"W	5.00'

NOTES

Bearing system based on the Texas
Coordinate System of 1983, North Central
Zone (4202), North American Datum of 1983,
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P.O.C.

LEGEND

P.O.C. = POINT OF COMMENCING
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XF = "X" CUT IN CONCRETE FOUND
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D.R.D.C.T. = DEED RECORDS OF DALLAS
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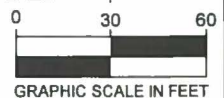


XF
(C.M.)

S89°15'55"W 200.00'

LUTHER LANE

(80-FOOT RIGHT-OF-WAY)
VOLUME 2043, PAGE 439
D.R.D.C.T.



REVIEWED BY
JL 3-20-15
SPR 3064

LICENSE AGREEMENT NO. 3

BEING PART OF WESTCHESTER DRIVE

CITY BLOCK 5623

ANDREW J. SURVEY, ABSTRACT NO. 948
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	DWP	DAB	MAR 2015	063319064	2 OF 2

LICENSE AGREEMENT NO. 4
BEING PART OF WESTCHESTER DRIVE
CITY BLOCK 5623
ANDREW J. SURVEY, ABSTRACT NO. 948
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EXHIBIT A

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THENCE with said west right-of-way line and with the east line of said Lot 6A, North 0°24'05" West, a distance of 346.77 feet a point in the east line of said Lot 6A;

THENCE departing said west right-of-way line and said east line, North 89°35'55" East, a distance of 72.44 feet to the **POINT OF BEGINNING**;

THENCE the following courses and distances to wit:

North 0°29'34" West, a distance of 5.00 feet to a point for corner;
North 89°35'55" East, a distance of 5.00 feet to a point for corner;
South 0°29'34" East, a distance of 5.00 feet to a point for corner;
South 89°35'55" West, a distance of 5.00 feet to the **POINT OF BEGINNING** and containing 25 square feet or 0.001 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, (2011).

REVIEWED BY
JL 3-24-15
SML 3065

DANA BROWN
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Tel. No. (972) 770-1300			Fax No. (972) 239-3820		
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP	DAB	MAR 2015	063319064	1 OF 2

BERKSHIRE LANE

(80-FOOT RIGHT-OF-WAY)
VOLUME 2043, PAGE 439
D.R.D.C.T.

0.001 ACRES
25 SQ. FT.

PARKING GARAGE
FRANCHISE
ORDINANCE # 10278

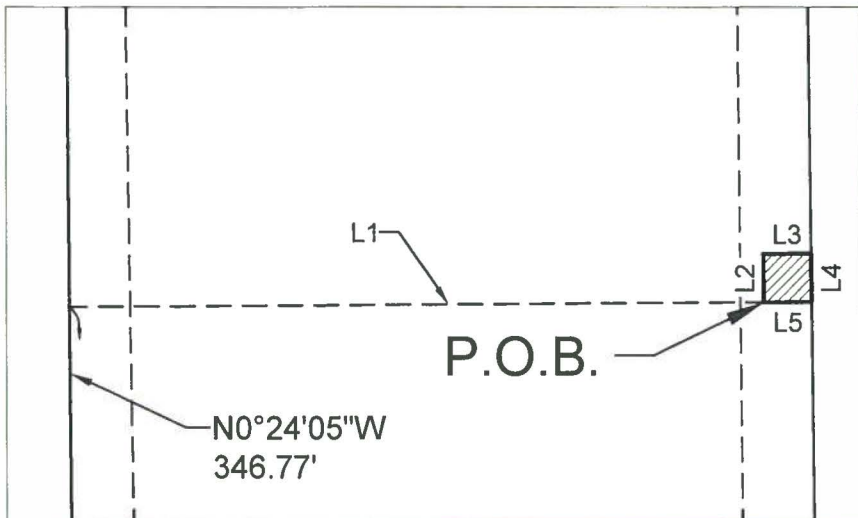
SEE DETAIL

P.O.B.

LICENSE AGREEMENT
ORDINANCE # 924244
VOL. 2002097, PG. 6235
D.R.D.C.T.

CITY OF DALLAS
VOL. 4342, PG. 198
D.R.D.C.T.

BLOCK 5623
PARKING GARAGE



LICENSE AGREEMENT DETAIL NOT TO SCALE

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°35'55\"E	72.44'
L2	N00°29'34\"W	5.00'
L3	N89°35'55\"E	5.00'
L4	S00°29'34\"E	5.00'
L5	S89°35'55\"W	5.00'

CH REALTY VIIR DALLAS
PRESTON CTR, L.P.,
INST. NO. 201300365480
O.P.R.D.C.T.

LOT 6A,
BLOCK 10/5623

PRESTON CENTER ADDITION
VOL 2002126, PG. 72
D.R.D.C.T.

N0°24'05\"W 346.77'

WESTCHESTER DRIVE
(A VARIABLE WIDTH RIGHT-OF-WAY BY USE AND OCCUPATION)

(VOL. 4342, PG. 198)
(D.R.D.C.T.)

NOTES:
Bearing system based
on the Texas Coordinate
System of 1983, North
Central Zone (4202),
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P.O.C.

LEGEND

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(C.M.) - CONTROL MONUMENT
D.R.D.C.T. = DEED RECORDS OF DALLAS
COUNTY, TEXAS

S89°15'55\"W 200.00'

LUTHER LANE

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VOLUME 2043, PAGE 439
D.R.D.C.T.



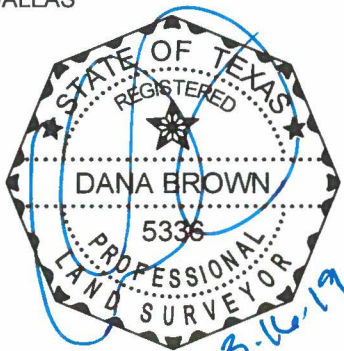
LICENSE AGREEMENT NO. 4

BEING PART OF WESTCHESTER DRIVE

CITY BLOCK 5623

ANDREW J. SURVEY, ABSTRACT NO. 948
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	DWP	DAB	MAR 2015	063319064	2 OF 2

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

That this license is granted subject to the following additional conditions, terms and reservations:

- (a) That at such time as this license is terminated or canceled for any reason whatsoever, **GRANTEE**, upon orders issued by the City acting through the Director of Sustainable Development and Construction, or designee, shall remove all installations, improvements and appurtenances owned by it situated in, under or attached to the licensed area, and shall restore the premises to its former condition in accordance with the requirements of the Director of Sustainable Development and Construction at the sole cost of **GRANTEE**. In the event, upon termination of this license, **GRANTEE** shall fail to remove its installations, improvements and appurtenances and to restore the licensed area in compliance with orders issued by City, or such work is not done to the satisfaction of the Director of Sustainable Development and Construction, then in either event the City shall have the right to do all work necessary to restore said area to its former condition or cause such work to be done, and to assess the cost of all such work against **GRANTEE**; in neither event shall the City of Dallas be liable to **GRANTEE** on account thereof.
- (b) It is further understood that if and when the City of Dallas, in the exercise of its discretion, shall determine that the grade of any street, sidewalk or parkway should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the licensed area, and/or any of **GRANTEE's** installations and improvements thereon, any modifications or changes to **GRANTEE's** facilities in the licensed area or in construction or reconstruction of any public improvement attributable to **GRANTEE's** use of the licensed area and/or its installations and improvements thereon, shall be made at the sole expense of **GRANTEE** and to the satisfaction of the Director of Sustainable Development and Construction.
- (c) At such time as this license is granted, it is agreed, and a condition hereof, that **GRANTEE** shall procure and keep in full force and effect **Commercial General Liability Insurance** coverage issued by an insurance company authorized and approved by the State of Texas, acceptable to the City of Dallas and issued in the standard form approved by the Texas Department of Insurance. The insured provisions of this policy must name the City of Dallas as an additional insured protecting the City of Dallas against any and all claims for damages to persons or property as a result of or arising out of the use, operation and maintenance by **GRANTEE** of the licensed area and **GRANTEE's** installations, improvements, landscaping and equipment in connection therewith and located therein. The Commercial General Liability coverage must include, but not limited to, Premises/Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of not less than \$500,000 per occurrence and \$500,000 annual aggregate. This insurance shall also include coverage for underground, explosion and collapse hazards (i.e. not excluded). If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

twelve (12) months following termination of this license and removal of the installations, improvements and appurtenances and restoration of the licensed area pursuant to paragraph (a) above. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this license. The City of Dallas reserves the right to review the insurance requirements set forth herein during the effective term of the license and to adjust insurance coverages and their limits when deemed necessary and prudent by the City of Dallas' Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the City of Dallas.

1. **GRANTEE** agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain and state, in writing, that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to Department of Sustainable Development and Construction.
 2. **GRANTEE** shall carry said insurance at its expense and shall furnish the City of Dallas proof of such insurance. In the event said insurance should terminate during the licensing term hereof, or **GRANTEE** fails to furnish proof of insurance coverage in accordance with the specifications as required by this section, the Director of Sustainable Development and Construction, or designee, may terminate the license granted herein.
- (d) **GRANTEE** is prohibited from using the licensed area in any manner which violates Federal, State or local laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation, those related to health, safety, noise, environmental protection, waste disposal and water and air quality, and shall provide satisfactory evidence of compliance upon the request of the City of Dallas. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the licensed area due to **GRANTEE's** use and occupancy thereof, **GRANTEE**, at its expense, shall be obligated to clean up the licensed area to the satisfaction of the City of Dallas and any governmental body having jurisdiction thereover. The City of Dallas may, at its option, clean the licensed area. If the City of Dallas elects to do so, **GRANTEE** shall promptly pay to the City of Dallas the reasonable cost of such cleanup upon receipt of bills therefore. **GRANTEE** agrees that the indemnity provisions contained in paragraph (g) herein shall be fully applicable to the requirements of this paragraph, in event of **GRANTEE's** breach of this paragraph, or as a result of any such discharge, leakage, spillage, emission or pollution arising out of the **GRANTEE's** use of the licensed area.
- (e) This license is subject to all State laws, the provisions of the Charter of the City of Dallas as it now exists, or may hereafter be adopted or amended, and the ordinances of the City of Dallas now in effect or those which may hereafter be passed or adopted. The City of Dallas shall have the right to increase or decrease the compensation to be charged for the use contemplated by this grant in

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

accordance with the provisions of the Dallas City Code as it now exists, or as may hereafter be adopted or amended.

- (f) The Governing Body of the City of Dallas reserves the right, at any time without notice, to terminate and cancel this license, by resolution, upon a finding by the Governing Body that this license is inconsistent with the public use of the property or whenever the purpose or use of the license is likely to become a nuisance and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City of Dallas shall not be held liable by reason thereof. The decision of the Governing Body of the City in this matter shall be final and binding upon all parties insofar as the City's determination as to whether the **GRANTEE's** use of this license constitutes a nuisance or is inconsistent with the public use of the property.
- (g) As a condition hereof, **GRANTEE** agrees and is bound to defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for bodily injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the use, occupancy and maintenance of the licensed area or **GRANTEE's** installations and improvements within the licensed area, from any act or omission of any representative, agent, customer and/or employee of **GRANTEE**, or by **GRANTEE's** breach of any of the terms or provisions of this license, or by any negligent or strictly liable act or omission of **GRANTEE**, its officers, agents, employees or contractors in the use, occupancy and maintenance of **GRANTEE's** installations and improvements within the licensed area; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City of Dallas, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both the **GRANTEE** and the City of Dallas, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. This obligation to indemnify and defend shall also include any claim for damage that any utility or communication company, whether publicly or privately owned, may sustain or receive by reason of **GRANTEE's** use of the licensed area or **GRANTEE's** improvements and equipment located thereon. In addition to the foregoing, **GRANTEE** covenants and agrees never to make a claim of any kind or character whatsoever against the City of Dallas for damage of any kind that it may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any public improvement, utility or communication facility on the licensed area, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or wastewater mains or storm sewer facilities, regardless of whether such damage is due to

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

- (h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

AGENDA ITEM # 21

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 10, 2015
COUNCIL DISTRICT(S): 13
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 26K

SUBJECT

An ordinance abandoning a portion of a water main easement to Commodore Partners, Ltd., the abutting owner, containing approximately 4,050 square feet of land, located near the intersection of North Central Expressway and Meadow Road - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of a water main easement to Commodore Partners, Ltd., the abutting owner. The area will be included with the property of the abutting owner for new multi-family development. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: \$5,400, plus the \$20 ordinance publication fee

OWNER

Commodore Partners, Ltd.

Carl Wescott, LLC

Carl Westcott, President

MAP

Attached



Midtown Boulevard

North Central Expressway

B/7291

Manderville Lane

Meadow Road



Abandonment Area

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a water main easement, located in City Block B/7291 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Commodore Partners, Ltd.; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of a new easement to the City of Dallas and the relocation of existing facilities; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Commodore Partners, Ltd., a Texas limited partnership; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

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

Now, Therefore,

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

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to that/those certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area(s) set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area(s) described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area(s) set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, “Hazardous Substance” means the following: (a) any “hazardous substances” under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any “chemical substance” under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said water main easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easement, if needed, to be provided by **GRANTEE** and acceptable to the Director of Department of Sustainable Development and Construction, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Department of Sustainable Development and Construction; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Department of Sustainable Development and Construction. **GRANTEE** will grant the new easement at no cost consideration to the City and all work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2 and the conveyance of a new easement, if needed, as set forth in Section 9, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
WARREN M. S. ERNST
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
For Assistant Director

Passed _____.

LEGAL DESCRIPTION:**EXHIBIT A**

BEING a 4,050 square foot tract of land situated in the David Barrow Survey, Abstract No. 177, City of Dallas, Dallas County, Texas, and being part of Block B/7291 of Northpark Ford Addition, an addition to the City of Dallas according to the plat recorded in Volume 78081, Page 1203 of the Deed Records of Dallas County, Texas; and being part of a called 8.4297 acre tract of land described in Warranty Deed to Commodore Partners, Ltd. recorded in Volume 2002185, Page 1268 of the said Deed Records; and being all of a 10' Water Main Easement dedicated by said plat of Northpark Ford Addition recorded in Volume 78081, Page 1203 of said Deed Records; and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with "KHA" cap found for the southwest corner of said Block B/7291, the northwest corner of Lot 1B, Block A/7292, The Guaranty Addition, an addition to the City of Dallas according to the plat recorded in Volume 91145, Page 3041 of said Deed Records and being in the east right of way line of North Central Expressway (U.S. Highway No. 75), a called 300' wide right of way;

THENCE with the west line of said Block B/7291 and said east right of way line of North Central Expressway (U.S. Highway No. 75), North 06°07'46" East, a distance of 288.00 feet to the **POINT OF BEGINNING**;

THENCE continuing with said west line of said Block B/7291 and said east right of way line of North Central Expressway (U.S. Highway No. 75), North 06°07'46" East, a distance of 10.00 feet to a point for corner; from said point a 5/8-inch iron rod with "KHA" cap found in said east right of way line of North Central Expressway (U.S. Highway No. 75) bears North 06°07'46" East, a distance of 184.38 feet;

THENCE departing said west line of said Block B/7291 and said east right of way line of North Central Expressway (U.S. Highway No. 75), through and across said Northpark Ford Addition, the following courses and distances:

South 83°43'53" East, a distance of 405.00 feet to a point for corner;

South 06°07'46" West, a distance of 10.00 feet to a point for corner;

North 83°43'53" West, a distance of 405.00 feet to the **POINT OF BEGINNING** and containing 4,050 square feet or 0.093 acres of land.

Bearing system based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983, (2011).

(For SPRG use only)

Reviewed By: JL
 Date: 2-18-15
 SPRG NO: 3198

10' WATER MAIN
 EASEMENT ABANDONMENT
 PART OF BLOCK B/7291
 NORTH PARK FORD ADDITION
 DAVID BARROW SURVEY,
 ABSTRACT NO. 177
 CITY OF DALLAS,
 DALLAS COUNTY, TEXAS

J. ANDY DOBBS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6196
 12750 MERIT DRIVE, SUITE 1000
 DALLAS, TEXAS 75251
 PH. 972-770-1300
 andy.dobbs@kimley-horn.com



Kimley»Horn

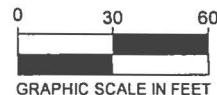
12750 Merit Drive, Suite 1000
 Dallas, Texas 75251

FIRM # 10115500

Tel. No. (972) 770-1300
 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JAD	DAB	DEC 2014	064261014	1 OF 2

**NORTH CENTRAL EXPRESSWAY
(U.S. HWY NO. 75)**
(300' WIDE R.O.W.)



LEGEND

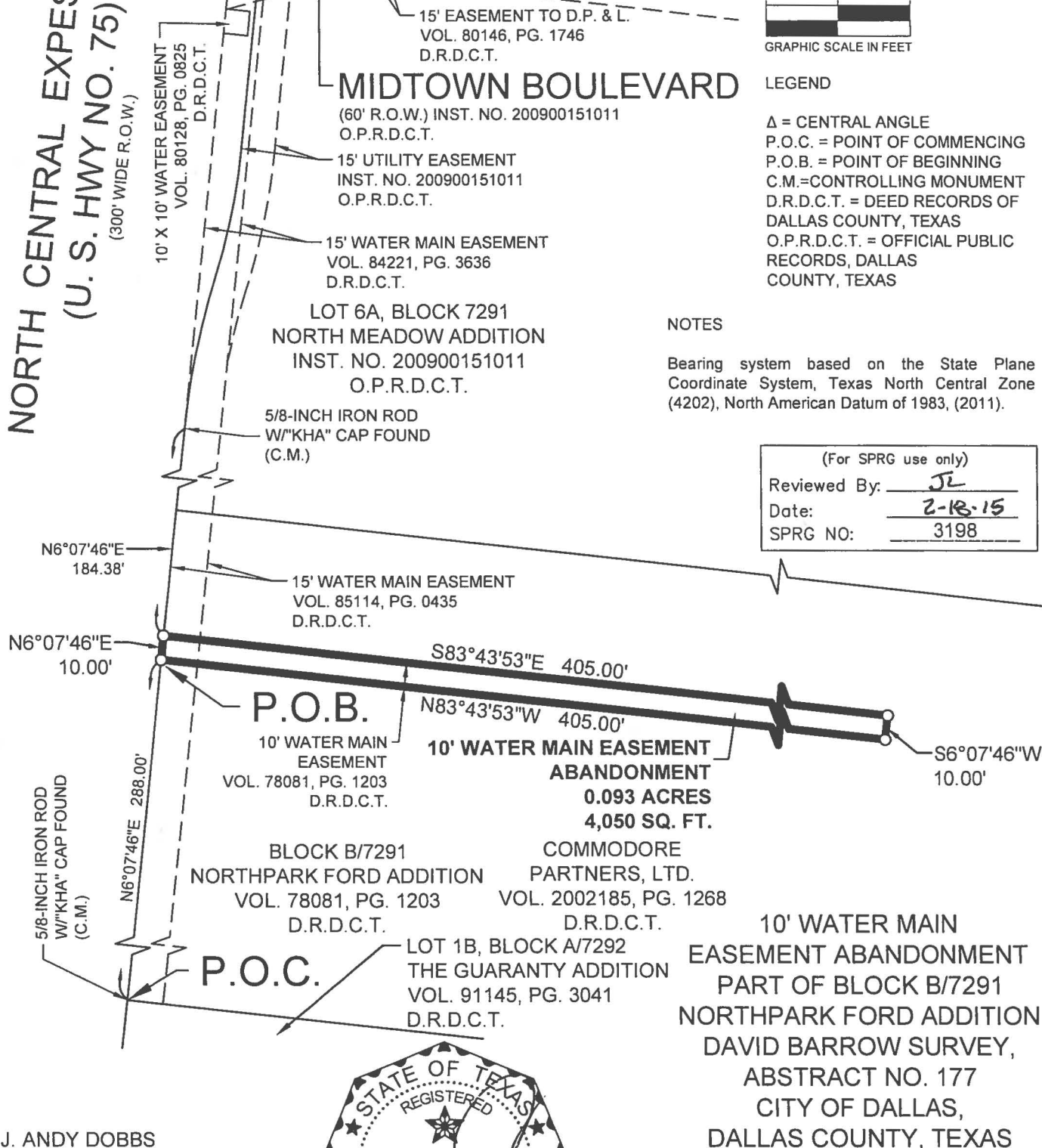
Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
C.M. = CONTROLLING MONUMENT
D.R.D.C.T. = DEED RECORDS OF
DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC
RECORDS, DALLAS
COUNTY, TEXAS

NOTES

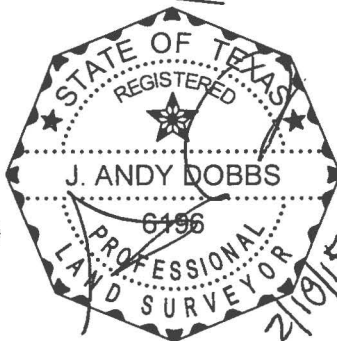
Bearing system based on the State Plane
Coordinate System, Texas North Central Zone
(4202), North American Datum of 1983, (2011).

(For SPRG use only)

Reviewed By: JL
Date: 2-18-15
SPRG NO: 3198



J. ANDY DOBBS
REGISTERED PROFESSIONAL
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andy.dobbs@kimley-horn.com



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Dallas, Texas 75251

FIRM # 10115500

Tel No (972) 770-1300
Fax No (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	JAD	DAB	DEC 2014	064261014	2 OF 2

AGENDA ITEM # 22

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 10, 2015
COUNCIL DISTRICT(S): 13
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 26L

SUBJECT

An ordinance abandoning a portion of a sanitary sewer easement to Royal Oaks Country Club, Inc., the abutting owner, containing approximately 3,881 square feet of land, located near the intersection of Greenville Avenue and Meadow Road - Revenue: \$5,400, plus the \$20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of a sanitary sewer easement to Royal Oaks Country Club, Inc., the abutting owner. The area will be included with the property of the abutting owner to upgrade and enhance the existing sanitary sewer line. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: \$5,400, plus the \$20 ordinance publication fee

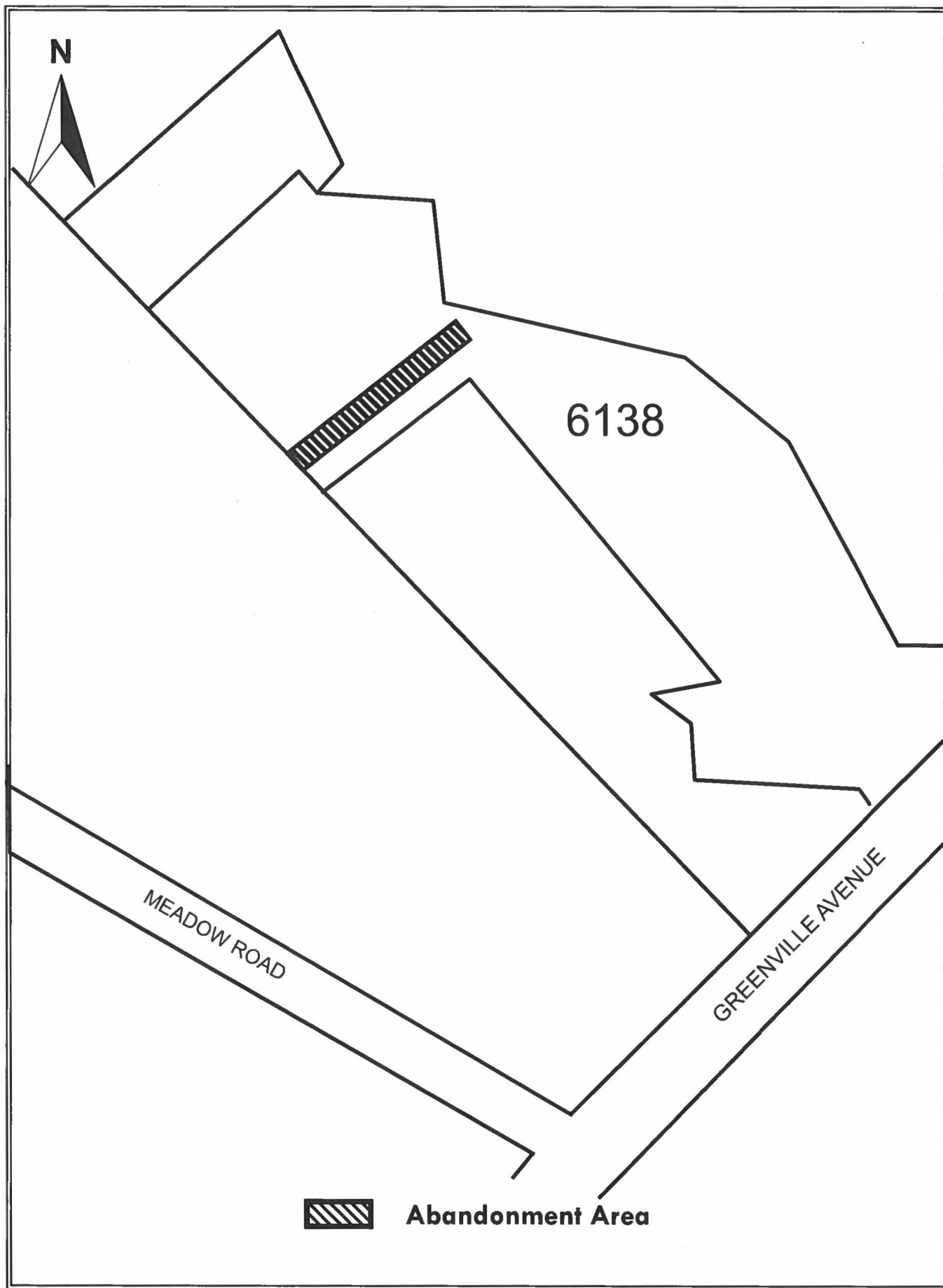
OWNER

Royal Oaks Country Club, Inc.

Mark Murray, President

MAP

Attached



ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a sanitary sewer easement , located in City Block 6318 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Royal Oaks Country Club, Inc.; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Royal Oaks Country Club, Inc., a Texas nonprofit corporation; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

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

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

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 (\$5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to that certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area(s) set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area(s) described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area(s) set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, “Hazardous Substance” means the following: (a) any “hazardous substances” under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any “chemical substance” under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

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

APPROVED AS TO FORM:
WARREN M. S. ERNST
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director

Passed _____.

BEING a 3,881 square feet tract of land situated in the David Barrow Survey, Abstract No. 177, City of Dallas Block 6138, Dallas County, Texas and being all of an existing 10 foot wide sanitary sewer easement dedicated to City of Dallas by Instrument recorded in Volume 378, Page 453, Deed Records of Dallas County, Texas, said easement is burdening a called 151.179 acre tract of land described in the deed to Royal Oaks Country Club, Inc., as recorded in Volume 83247, Page 4594, said Deed Records, and being more particularly described as follows:

BEGINNING at a point at the southwest corner of said 10 foot wide easement and in the westerly line of said 151.179 acre tract, and in the easterly line of a called 4.99 acre tract of land described as Part 2 in the deed to Dallas Power & Light Company (DP&L Co.), as recorded in Volume 4310, Page 48, said Deed Records of Dallas County, Texas, from which an aluminum disk, stamped "Raymond L. Goodson", found for the northwest corner of Lot 1A, Block M/6138, ROCC No. 2, according to the plat thereof recorded in Instrument No. 201300062544, Official Public Records of Dallas County, Texas, bears South 32°38'37" East, a distance of 252.12 feet;

THENCE North 32°38'37" West, along the westerly line of said 10 foot wide easement and along the westerly line of said 151.179 acre tract, and along the easterly line of said Part 2, a distance of 10.00 feet to a point for corner at the northwest corner of said easement;

THENCE North 57°21'23" East, departing the westerly line of said 151.179 acre tract and the easterly line of said Part 2, along the northerly line of said 10 foot wide easement, a distance of 388.71 feet to a point for corner at the northeast corner of said 10 foot wide easement, said point being on or near the centerline of a 12 foot wide sanitary sewer easement dedicated to City of Dallas by Instrument recorded in Volume 3902, Page 402, said Deed Records;

THENCE South 25°49'45" East, along the easterly line of said 10 foot wide easement a distance of 10.07 feet to a point for corner at the southeast corner of said 10 foot wide easement;

THENCE South 57°21'23" West, along the southerly line of said 10 foot wide easement a distance of 387.52 feet to the **POINT OF BEGINNING** and containing 3,881 square feet, and enclosing 0.089 acres of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, CORS96.



(For SPRG use only)

Reviewed By: Julio Delgado

Date: 11/4/2014

SPRG NO: 3035

EXHIBIT A

10' WASTEWATER
EASEMENT ABANDONMENT
DAVID BARROW SURVEY,
ABSTRACT NO. 177

CITY OF DALLAS BLOCK NO. 6138
DALLAS COUNTY, TEXAS

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
5750 GENESIS CT. STE. 200
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

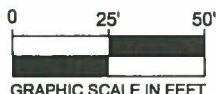
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
-	JEG	MBM	10/29/2014	064462900	1 OF 2

LEGEND

Δ = CENTRAL ANGLE
P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
IPF = IRON PIPE FOUND
C.M. = CONTROLLING MONUMENT
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS

NOTE: Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, CORS96.



CALLED 151.179 AC
ROYAL OAKS COUNTRY CLUB, INC.
VOLUME 83247, PAGE 4594
D.R.D.C.T.

12' SANITARY
SEWER EASEMENT
VOLUME 3902, PAGE 402
D.R.D.C.T.

S25°49'45"E
10.07'

CITY OF DALLAS
BLOCK 6138

**TO BE ABANDONED
0.089 OF AN ACRE
(3,881 SQ. FT.)**
10' SANITARY SEWER EASEMENT
VOLUME 378, PAGE 453
D.R.D.C.T.

DAVID BARROW SURVEY
ABSTRACT NO. 177

N57°21'23"E 388.71'
S57°21'23"W 387.52'

ALUMINUM DISK/FND
STAMPED "RAYMOND L.
GOODSON"
C.M.

CALLED 151.179 AC
ROYAL OAKS COUNTRY CLUB, INC.
VOLUME 83247, PAGE 4594
D.R.D.C.T.

N32°38'37"W
10.00'

P.O.B.

N57°21'23"E 280.00'

LOT 1A
BLOCK M/6138
ROCC NO. 2
INSTRUMENT NO. 201300062544
O.P.R.D.C.T.

DALLAS POWER & LIGHT COMPANY
PART 2
CALLED 4.98 AC
VOLUME 4310, PAGE 48
D.R.D.C.T.

NWC OF LOT 1A
ALUMINUM DISK/FND
STAMPED "RAYMOND L. GOODSON"
C.M.

(For SPRG use only)

Reviewed By: Julio Delgado
Date: 11/4/2014
SPRG NO: 3035

**10' WASTEWATER
EASEMENT ABANDONMENT
DAVID BARROW SURVEY,
ABSTRACT NO. 177
CITY OF DALLAS BLOCK NO. 6138
DALLAS COUNTY, TEXAS**

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
5750 GENESIS CT. STE. 200
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com



Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 50'	JEG	MBM	10/29/2014	064261010	2 OF 2

AGENDA ITEM # 24

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

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Water Utilities
Court & Detention Services
Equipment & Building Services
Fire
Park & Recreation
Police
Street Services

CMO: Jeanne Chipperfield, 670-7804
Mark McDaniel, 670-3256
Eric Campbell, 670-3255
Jill A. Jordan, P.E., 670-5299
Willis Winters, 670-4071

MAPSCO: N/A

SUBJECT

Authorize **(1)** a three-year master agreement for the purchase of fitness and exercise equipment for use throughout the City – Comm-Fit LP in the amount of \$1,418,400 or \$1,368,400 **(Tie Bid - Line 14)**, Team Marathon Fitness, Inc. dba Marathon Fitness in the amount of \$323,000, Fitcorp USA, Inc. dba Busy Body, Fitness HQ in the amount of \$257,250 and Fit Supply, LLC in the amount of \$50,000 or \$0 **(Tie Bid - Line 14)**, lowest responsible bidders of four; and **(2)** a three-year master agreement for the purchase of fitness and exercise equipment for use throughout the City – Life Fitness, a division of Brunswick Corporation in the amount of \$555,000, through the Texas Multiple Award Schedule – Total not to exceed \$2,553,650 - Financing: Current Funds (\$1,546,900), Fitness Center Funds (\$945,000), Texas Higher Education Coordinating Board Funds (\$60,000) and Water Utilities Current Funds (\$1,750)

BACKGROUND

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

BACKGROUND (Continued)

This master agreement will provide for the purchase of additional fitness and exercise equipment that was not included in the item authorized by Council on February 11, 2015. The fitness and exercise equipment will be for use throughout the City at approximately 40 recreation centers, 60 fire stations and 10 workout facilities. Equipment to be purchased includes items such as:

- Treadmills
- Stationary bikes
- Leg press
- Chest and triceps press
- Chin-up machine

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 531 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

Texas Multiple Award Schedule (TXMAS) conforms to the requirements of Texas Statutes that are applicable for competitive bids and proposals in accordance with the Interlocal Cooperation Act, Chapter 791, Texas Government Code. In addition, TXMAS receives bids from manufacturers and dealers throughout the United States.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 24, 2011, City Council authorized a two-year master agreement for the purchase of fitness equipment by Resolution No. 11-2163.

On February 11, 2015, City Council authorized a three-year master agreement for the purchase and repair of fitness and exercise equipment by Resolution No. 15-0269.

FISCAL INFORMATION

\$1,546,900.00 - Current Funds
\$ 945,000.00 - Fitness Center Funds
\$ 60,000.00 - Texas Higher Education Coordinating Board Funds
\$ 1,750.00 - Water Utilities Current Funds

M/WBE INFORMATION

55 - Vendors contacted
55 - No response
0 - Response (Bid)
0 - Response (No bid)
0 - Successful

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

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

ETHNIC COMPOSITION

Comm-Fit LP

White Male	9	White Female	3
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	3
Other Male	0	Other Female	0

Team Marathon Fitness, Inc. dba Marathon Fitness

White Male	17	White Female	14
Black Male	2	Black Female	0
Hispanic Male	17	Hispanic Female	2
Other Male	1	Other Female	0

Fitcorp USA, Inc. dba Busy Body, Fitness HQ

White Male	24	White Female	6
Black Male	2	Black Female	0
Hispanic Male	6	Hispanic Female	0
Other Male	0	Other Female	0

Fit Supply, LLC

White Male	9	White Female	4
Black Male	2	Black Female	0
Hispanic Male	7	Hispanic Female	0
Other Male	0	Other Female	0

ETHNIC COMPOSITION (Continued)

Life Fitness

White Male	634	White Female	214
Black Male	62	Black Female	24
Hispanic Male	134	Hispanic Female	55
Other Male	56	Other Female	16

BID INFORMATION

The following bids were received from solicitation number BA1509 and opened on March 26, 2015. This master agreement is being awarded to the lowest responsive and responsible bidders by line. Information related to this solicitation is available upon request.

*Denotes successful bidders

<u>Bidders</u>	<u>Address</u>	<u>Amount of Bid</u>
*Comm-Fit LP	4185 Billy Mitchell Drive Addison, TX 75001	Multiple Lines
*Team Marathon Fitness, Inc. dba Marathon Fitness	13823 North Promenade Boulevard Suite 200 Stafford, TX 77447	Multiple Lines
*Fitcorp USA, Inc. dba Busy Body, Fitness HQ	2330 Apollo Circle Carrollton, TX 75006	Multiple Lines
*Fit Supply, LLC	1421 Avenue R Grand Prairie, TX 75050	Multiple Lines

Vendor below is being awarded through Texas Multiple Award Schedule for bids which a response was not received through the solicitation process.

*Life Fitness	9525 Bryn Mawr Avenue Rosemont, IL 60018	Multiple Lines
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OWNERS

Comm-Fit LP

Jeff Levitt, President

OWNERS (Continued)

Team Marathon Fitness, Inc. dba Marathon Fitness

Christa Davis, President
Paul Croegaert, Vice President

Fitcorp USA, Inc. dba Busy Body, Fitness HQ

Gary Glanger, President
Karen Glanger, Vice President

Fit Supply, LLC

Ryan Freeman, President
Brandon Moore, Vice President

Life Fitness

Christopher Clawson, President
Tim McCarthy, Vice President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize **(1)** a three-year master agreement for the purchase of fitness and exercise equipment for use throughout the City – Comm-Fit LP in the amount of \$1,418,400 or \$1,368,400 (**Tie Bid - Line 14**), Team Marathon Fitness, Inc. dba Marathon Fitness in the amount of \$323,000, Fitcorp USA, Inc. dba Busy Body, Fitness HQ in the amount of \$257,250 and Fit Supply, LLC in the amount of \$50,000 or \$0 (**Tie Bid - Line 14**), lowest responsible bidders of four; and **(2)** a three-year master agreement for the purchase of fitness and exercise equipment for use throughout the City – Life Fitness, a division of Brunswick Corporation in the amount of \$555,000, through the Texas Multiple Award Schedule – Total not to exceed \$2,553,650 - Financing: Current Funds (\$1,546,900), Fitness Center Funds (\$945,000), Texas Higher Education Coordinating Board Funds (\$60,000) and Water Utilities Current Funds (\$1,750)

Comm-Fit LP, Fitcorp USA, Inc. dba Busy Body, Fitness HQ and Fit Supply, LLC are local, non-minority firms, have signed the "Business Inclusion & Development" documentation, and propose to use their own workforces. Team Marathon Fitness, Inc. dba Marathon Fitness is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and propose to use their own workforce.

PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$1,675,650.00	83.84%
Total non-local contracts	\$323,000.00	16.16%
TOTAL CONTRACT	\$1,998,650.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

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

June 10, 2015

WHEREAS, on August 24, 2011, City Council authorized a two-year master agreement for the purchase of fitness equipment by Resolution No. 11-2163; and

WHEREAS, on February 11, 2015, City Council authorized a three-year master agreement for the purchase and repair of fitness and exercise equipment by Resolution No. 15-0269;

NOW, THEREFORE,

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

Section 1. That (1) a master agreement for the purchase of fitness and exercise equipment for use throughout the City is authorized with Comm-Fit LP (357153) in the amount of \$1,418,400.00 or \$1,368,400.00 (**Tie Bid - Line 14**), Team Marathon Fitness, Inc. dba Marathon Fitness (VS0000084180) in the amount of \$323,000.00, Fitcorp USA, Inc. dba Busy Body, Fitness HQ (VS0000051519) in the amount of \$257,250.00 and Fit Supply, LLC (VS0000022503) in the amount of \$50,000.00 or \$0 (**Tie Bid - Line 14**) for a term of three years; and (2) a master agreement for the purchase of fitness and exercise equipment for use throughout the City is authorized with Life Fitness (VS0000073679) in the amount of \$555,000.00 through the Texas Multiple Award Schedule for a term of three years, in a total amount not to exceed \$2,553,650.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for fitness and exercise equipment for use throughout the City. If a written contract is required or requested for any or all purchases of fitness and exercise equipment for use throughout the City under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval 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 \$2,553,650.00.

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

AGENDA ITEM # 25

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Trinity Watershed Management

CMO: Mark McDaniel, 670-3256

MAPSCO: 46L

SUBJECT

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from State Fair of Texas, Inc., of a subsurface easement under approximately 6,961 square feet of land located near the intersection of Washington Avenue and Herndon Drive for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project - Not to exceed \$3,392 (\$1,392 plus closing costs and title expenses not to exceed \$2,000) - Financing: General Obligation Commercial Paper Funds

BACKGROUND

This item authorizes the acquisition of a subsurface easement located under approximately 6,961 square feet of land from State Fair of Texas, Inc. This property is located near the intersection of Washington Avenue and Herndon Drive and will be used for the Mill Creek/Peaks Branch/ State Thomas Drainage Relief Tunnel Project. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

2006 Bond Program (General Obligation Commercial Paper Funds) - \$3,392 (\$1,392 plus closing costs and title expenses not to exceed \$2,000)

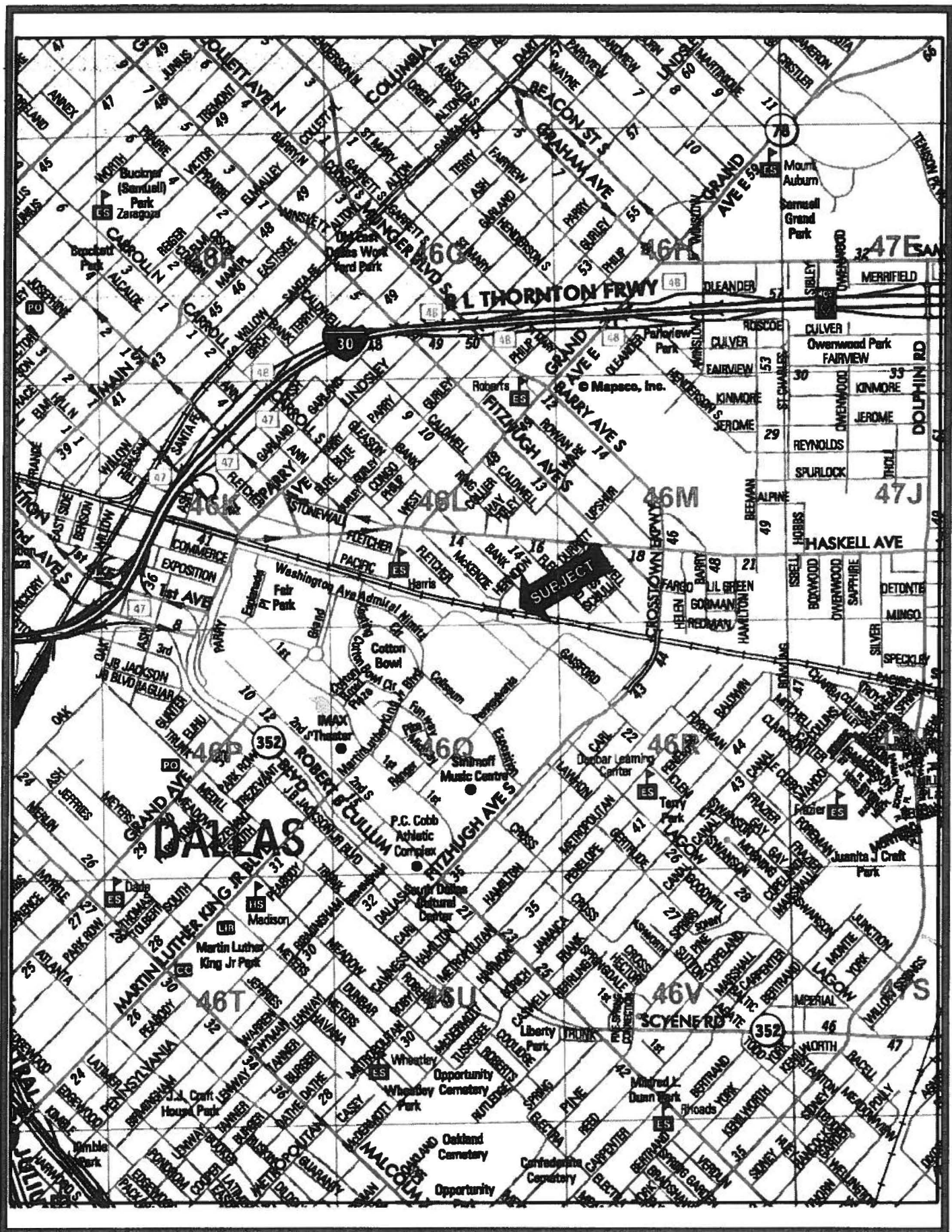
OWNER

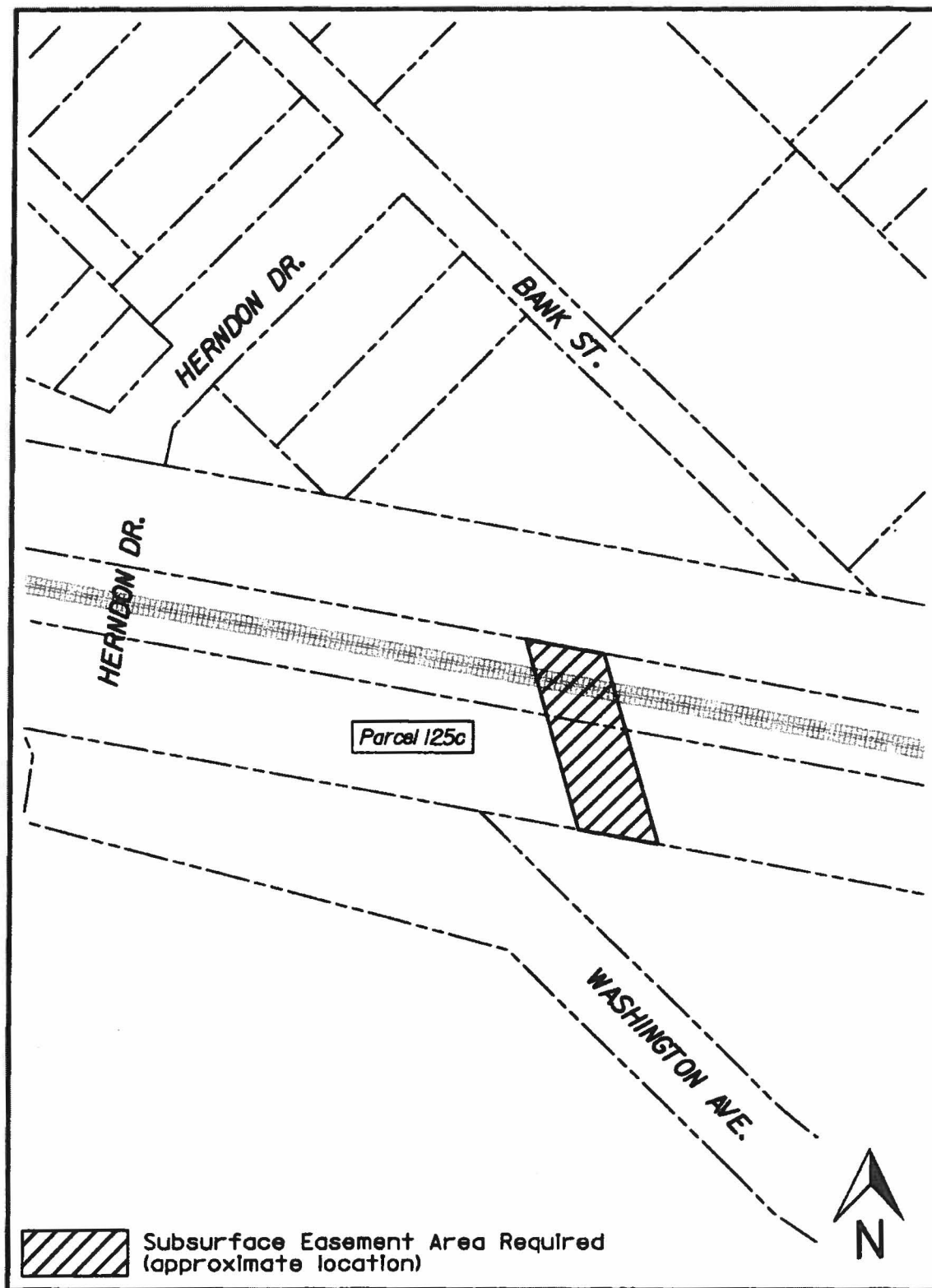
State Fair of Texas, Inc.

Mitchell Glieber, President

MAPS

Attached





June 10, 2015

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR PUBLIC USE.

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

"CITY": The City of Dallas

"PROPERTY": Located under approximately 6,961 square feet in area, lying between the subsurface elevations of 178 feet and 339 feet (U.S. Survey Feet), inclusive, North American Vertical Datum of 1988, located in Dallas County, Texas, the boundary of which property being more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes.

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

"USE": The below ground construction, installation, use, and maintenance of a deep tunnel for storage and transmission of storm drainage.

"PROPERTY INTEREST": Flood Control Tunnel Easement

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

"OFFER AMOUNT": \$1,392.00

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

"AUTHORIZED AMOUNT": \$3,392.00

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

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

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

June 10, 2015

SECTION 3. That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Department of Sustainable Development and Construction Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

SECTION 4. That in the event the OWNER accepts the OFFER AMOUNT, the Chief Financial Officer is authorized and directed to draw a warrant in favor of the OWNER, the then current owner of record, or the title company closing the transaction described herein in the OFFER AMOUNT payable out of 2006 Bond Funds: Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4210, Encumbrance No. CT- PBW06T525G76, CLOSING COSTS AND TITLE EXPENSES payable out of 2006 Bond Funds: Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4230, Encumbrance No. CT- PBW06T525G77. The OFFER AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 5. That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay the CLOSING COSTS AND TITLE EXPENSES. In the event of condemnation, the CITY will pay costs as may be assessed by the Special Commissioners or the court. Further, that expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

SECTION 6. That if the OWNER refuses to accept the OFFER AMOUNT, the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary proceeding(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

SECTION 7. That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation proceedings or suit(s).

SECTION 8. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 9. That OWNER has been provided with a copy of the Landowner's Bill of Rights as required by Texas Property Code Section 21.0112.

June 10, 2015

SECTION 10. That in the event the City Attorney files a condemnation proceeding because the OWNER refused to accept the OFFER AMOUNT; and in the event the special commissioners appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to deposit the award in the registry of the Court and to settle the condemnation proceeding, or if the condemnation proceeding becomes a lawsuit, the lawsuit, for an amount not to exceed the OFFER AMOUNT; and the Chief Financial Officer is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the OFFER AMOUNT made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council; and the Chief Financial Officer is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed \$2,000.00 for CLOSING COSTS AND TITLE EXPENSES in favor of the title company closing the transaction described herein. The Award, CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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

APPROVED AS TO FORM:
WARREN M. S. ERNST, City Attorney

BY 
Assistant City Attorney

**SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-C)
BEING A 6,961 SQ. FT. (0.1598 AC.) PART OF THE
STATE FAIR OF TEXAS, INC., TRACT,
AND BEING PART OF THE FORMER TEXAS & PACIFIC
RAILWAY COMPANY RIGHT-OF-WAY,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A

BEING a 6,961 square foot (0.1598 acre) tract of land situated in the Thomas Lagow Survey, Abstract Number 759, in the City of Dallas, Dallas County, Texas, and being part of that tract of land described in Deed without Warranty to State Fair of Texas, Inc., as recorded in Instrument No. 20080349139 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and also being part of that tract of land described in Deed without Warranty to State Fair of Texas, Inc., as recorded in Volume 96229, Page 3530, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), said State Fair of Texas tracts being a part of the former Texas and Pacific Railway Company right-of-way, and being more particularly described as follows (NOTE: Subsurface easement corners are not monumented; coordinates shown herein are state plane grid coordinate values in U.S. Survey Feet; all distances are surface values):

BEGINNING on the south line of said State Fair tract in Instrument No. 20080349139 and the north line of Lot 2A, Official City of Dallas Block No. C/812 of Texas State Fairgrounds Addition as shown on plat thereof recorded in Volume 88084, Page 613, D.R.D.C.T., having coordinates of N=6,971,441.1662 feet, E=2,505,104.6907 feet, from which the common northwest corner of said Lot 2A, Block C/812, and the northeast corner of Lot 1A in said Block No. C/812 of Texas State Fairgrounds Addition bears North 79 degrees 29 minutes 37 seconds West, a distance of 71.40 feet, and a found PK nail (controlling monument) on said south line of State Fair tract in Instrument No. 20080349139 and the north line of said Lot 1A, Block No. C/812, bears North 79 degrees 29 minutes 37 seconds West, a distance of 814.67 feet;

THENCE North 15 degrees 37 minutes 31 seconds West, departing said south line of State Fair tract in Instrument No. 20080349139 and said north line of Lot 2A, Block C/812, over and across said State Fair tract in Instrument No. 20080349139, at a distance of 83.54 feet passing the north line of said State Fair tract in Instrument No. 20080349139 and the south line of said State Fair tract in Volume 96229, Page 3530, continuing over and across said State Fair tract in Volume 96229, Page 3530, a total distance of 139.23 feet to the north line of said State Fair tract in Volume 96229, Page 3530, and the south line of that tract of land described in Deed without Warranty to Dallas Area Rapid Transit (DART) as recorded in Volume 2002171, Page 15334, D.R.D.C.T., and having coordinates of N=6,971,575.2325 feet, E=2,505,067.1947 feet;

THENCE South 79 degrees 29 minutes 37 seconds East, with said south line of DART tract and the north line of said State Fair tract in Volume 96229, Page 3530, a distance of 55.69 feet to coordinates N=6,971,565.0786 feet, E=2,505,121.9462 feet;

37
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**SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-C)
BEING A 6,961 SQ. FT. (0.1598 AC.) PART OF THE
STATE FAIR OF TEXAS, INC., TRACT,
AND BEING PART OF THE FORMER TEXAS & PACIFIC
RAILWAY COMPANY RIGHT-OF-WAY,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A

THENCE South 15 degrees 37 minutes 31 seconds East, departing said south line of DART tract and said north line of State Fair tract in Volume 96229, Page 3530, over and across said State Fair tract in Volume 96229, Page 3530, at a distance of 55.69 feet passing said south line of State Fair tract in Volume 96229, Page 3530, and said north line of State Fair tract in Instrument No. 20080349139, over and across said State Fair tract in Instrument No. 20080349139, for a total distance of 139.23 feet to said south line of State Fair tract in Instrument No. 20080349139 and said north line of Lot 2A, Block C/812, having coordinates of N=6,971,431.0124 feet, E=2,505,159.4421 feet;

THENCE North 79 degrees 29 minutes 37 seconds West, with said south line of State Fair tract and said north line of Lot 2A, Block C/812, a distance of 55.69 feet to the POINT OF BEGINNING AND CONTAINING 6,961 square feet or 0.1598 acres of land, more or less.

BASIS OF BEARING: State Plane Coordinate System, North Central Zone 4202, Texas North American Datum of 1983, U.S. Survey Feet; Surface Adjustment Scale Factor (SF) = 1.0001365060 (TxDOT Dallas Co. SF).

René M. Salinas
STATE OF TEXAS
REGISTERED
RENÉ M. SALINAS
6080
PROFESSIONAL
LAND SURVEYOR
4/03/2013

PER 2/3/3

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Trinity Watershed Management

CMO: Mark McDaniel, 670-3256

MAPSCO: 46R

SUBJECT

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from State Fair of Texas, Inc., of a subsurface easement under approximately 20,480 square feet of land located between Fitzhugh Avenue and Foreman Street for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project - Not to exceed \$6,096 (\$4,096 plus closing costs and title expenses not to exceed \$2,000) – Financing: General Obligation Commercial Paper Funds

BACKGROUND

This item authorizes the acquisition of a subsurface easement located under approximately 20,480 square feet of land from State Fair of Texas, Inc. This property is located between Fitzhugh Avenue and Foreman Street and will be used for the Mill Creek/Peaks Branch/ State Thomas Drainage Relief Tunnel Project. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

2006 Bond Program (General Obligation Commercial Paper Funds) - \$6,096 (\$4,096 plus closing costs and title expenses not to exceed \$2,000)

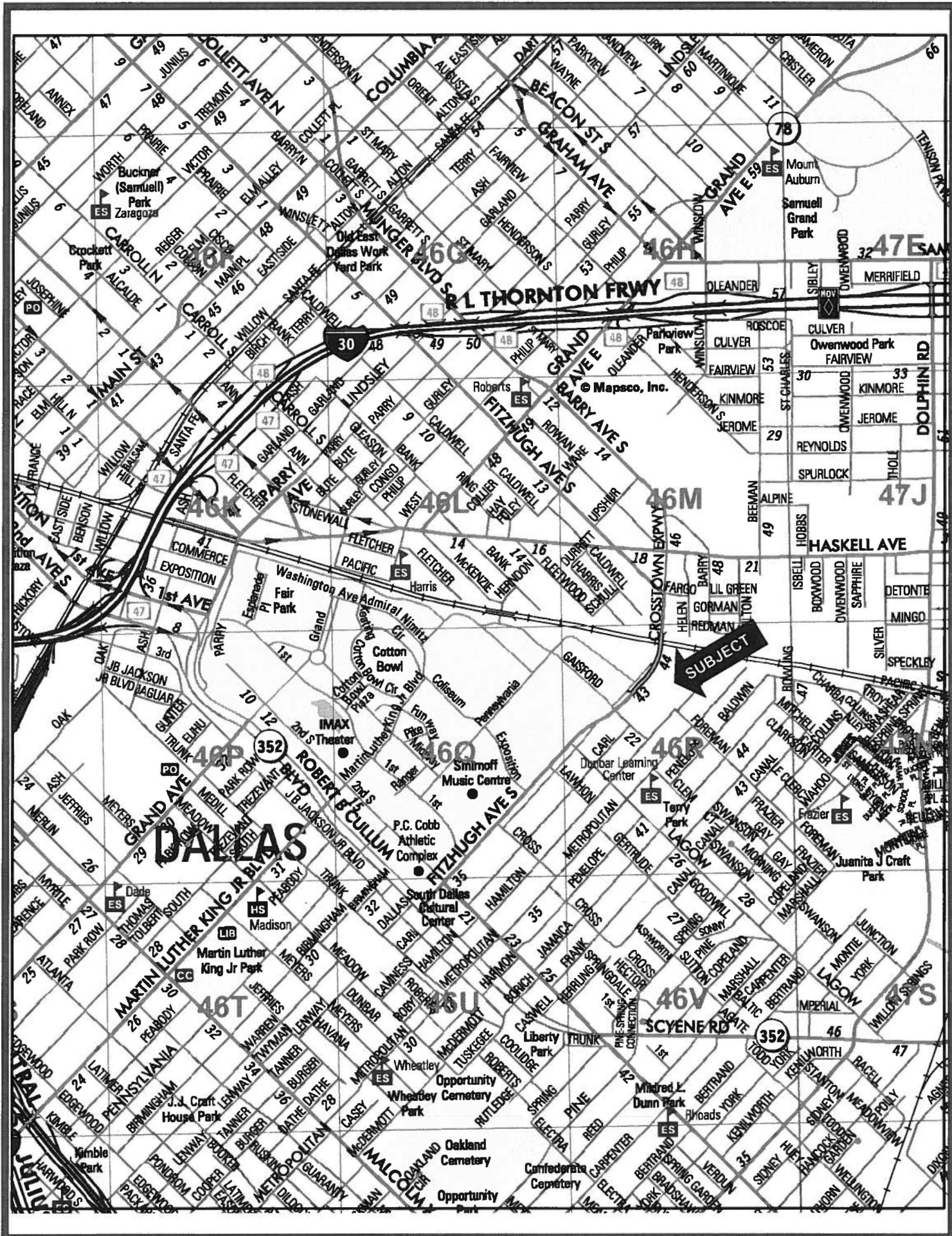
OWNER

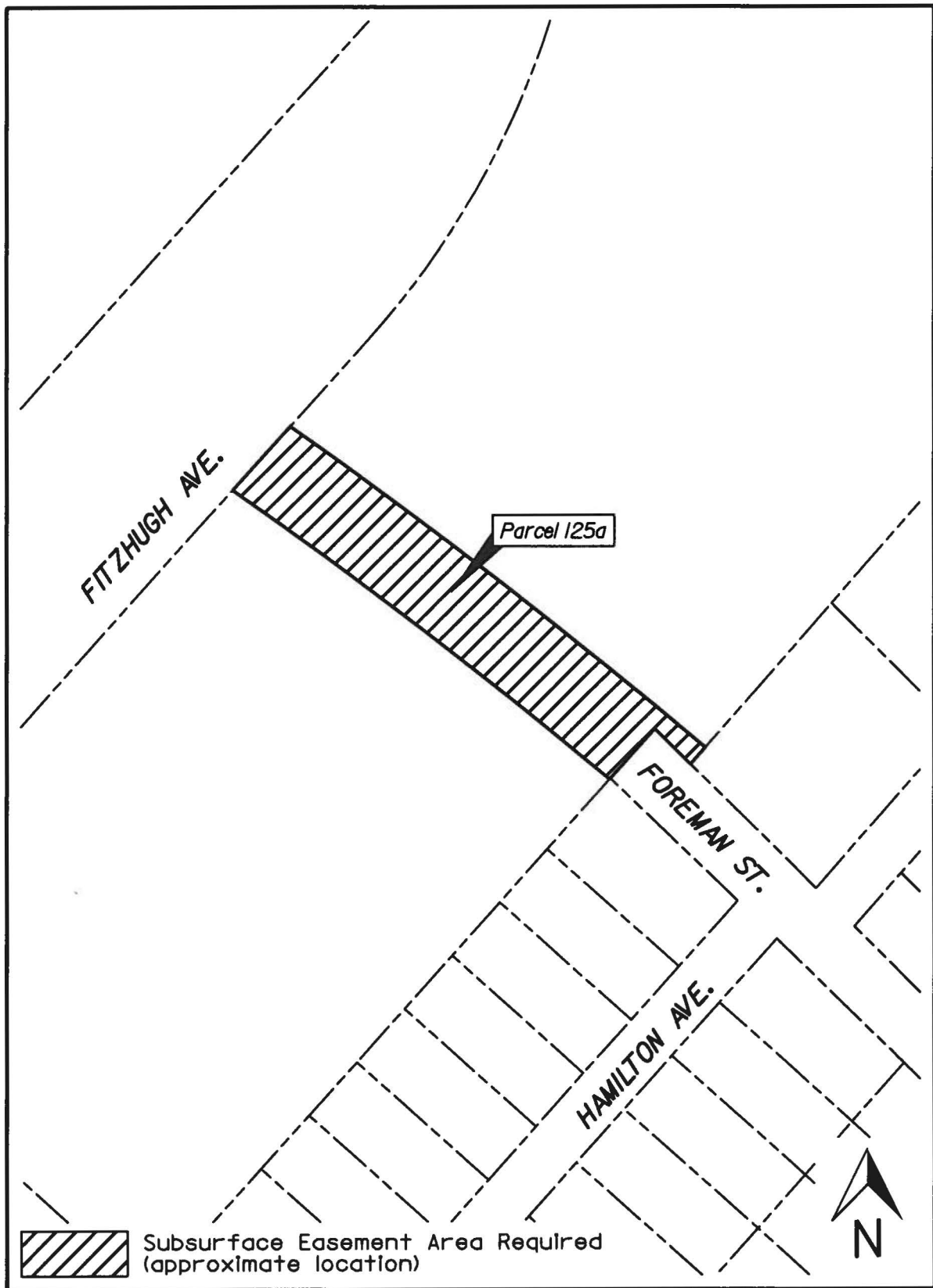
State Fair of Texas, Inc.

Mitchell Glieber, President

MAPS

Attached





June 10, 2015

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR PUBLIC USE.

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

"CITY": The City of Dallas

"PROPERTY": Located under approximately 20,480 square feet in area, lying between the subsurface elevations of 179 feet and 359 feet (U.S. Survey Feet), inclusive, North American Vertical Datum of 1988, located in Dallas County, Texas, the boundary of which property being more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes.

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

"USE": The below ground construction, installation, use, and maintenance of a deep tunnel for storage and transmission of storm drainage.

"PROPERTY INTEREST": Flood Control Tunnel Easement

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

"OFFER AMOUNT": \$4,096.00

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

"AUTHORIZED AMOUNT": \$6,096.00

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

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

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

June 10, 2015

SECTION 3. That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Department of Sustainable Development and Construction Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

SECTION 4. That in the event the OWNER accepts the OFFER AMOUNT, the Chief Financial Officer is authorized and directed to draw a warrant in favor of the OWNER, the then current owner of record, or the title company closing the transaction described herein in the OFFER AMOUNT payable out of 2006 Bond Funds: Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4210, Encumbrance No. CT- PBW06T525G66, CLOSING COSTS AND TITLE EXPENSES payable out of 2006 Bond Funds: Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4230, Encumbrance No. CT- PBW06T525G67. The OFFER AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 5. That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay the CLOSING COSTS AND TITLE EXPENSES. In the event of condemnation, the CITY will pay costs as may be assessed by the Special Commissioners or the court. Further, that expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

SECTION 6. That if the OWNER refuses to accept the OFFER AMOUNT, the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary proceeding(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

SECTION 7. That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation proceedings or suit(s).

SECTION 8. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 9. That OWNER has been provided with a copy of the Landowner's Bill of Rights as required by Texas Property Code Section 21.0112.

June 10, 2015

SECTION 10. That in the event the City Attorney files a condemnation proceeding because the OWNER refused to accept the OFFER AMOUNT; and in the event the special commissioners appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to deposit the award in the registry of the Court and to settle the condemnation proceeding, or if the condemnation proceeding becomes a lawsuit, the lawsuit, for an amount not to exceed the OFFER AMOUNT; and the Chief Financial Officer is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the OFFER AMOUNT made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council; and the Chief Financial Officer is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed \$2,000.00 for CLOSING COSTS AND TITLE EXPENSES in favor of the title company closing the transaction described herein. The Award, CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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

APPROVED AS TO FORM:
WARREN M. S. ERNST, City Attorney

BY 
Assistant City Attorney

**SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-A)
BEING A 20,480 SQ. FT. (0.4702 AC.) PART OF THE
STATE FAIR OF TEXAS TRACT,
IN CITY OF DALLAS BLOCKS 1820 AND 4491,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A

BEING a 20,480 square foot (0.4702 acre) tract of unplatted land situated in the Thomas Lagow Survey, Abstract Number 759, in the City of Dallas, Dallas County, Texas, and being parts of Block 1820 (Official City of Dallas Block Number) and Block 4491 (Official City of Dallas Block Number), and being part of that tract of land described in Donative Deed without Warranty to State Fair of Texas, Inc. as recorded in Volume 96229, Page 3545, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows (NOTE: Subsurface easement corners are not monumented; coordinates shown herein are state plane grid coordinate values in U.S. Survey Feet; all distances are surface values):

BEGINNING at the common westerly corner of said State Fair tract and Lot 1, Official City of Dallas Block No. 2446 of R. Hunnicut's Subdivision as shown on map or plat thereof recorded in Volume 1, Page 205, D.R.D.C.T., having a coordinate of N=6,970,496.6521 feet, E=2,506,877.7416 feet, and being on the northeast right-of-way line of Foreman Street (a variable width right-of-way);

THENCE North 45 degrees 10 minutes 20 seconds West, with a southerly line of said State Fair tract and said northeast right-of-way line, a distance of 35.06 feet to the northeast corner of said Foreman Street and having coordinates of N=6,970,521.3649 feet, E=2,506,852.8799 feet;

THENCE South 41 degrees 50 minutes 17 seconds West, with the southeast line of said State Fair tract and the northwest right-of-way line of said Foreman Street, passing at a distance of 46.41 feet the northwest corner of said Foreman Street and the northeast corner of Lot 23, Block D (D/1821 Official City of Dallas Block Number) of Camp's Second Addition to the City of Dallas as shown on map or plat thereof recorded in Volume 1, Page 532, D.R.D.C.T., continuing with said southeast line and the northwest line of said Lot 23, Block D/1821, a total distance of 47.24 feet to coordinates of N=6,970,486.1712 feet, E=2,506,821.3709 feet, and the point of curvature of a non-tangent circular curve to the left having a radius of 4,270.00 feet, whose chord bears North 52 degrees 18 minutes 29 seconds West, a distance of 332.99 feet;

THENCE Northwesterly, departing said southeast line and said northwest line, over and across said State Fair tract, and along said curve, through a central angle of 04 degrees 28 minutes 09 seconds, an arc distance of 333.07 feet to the end of said curve on the northwest line of said State Fair tract and the southeast right-of-way line of Fitzhugh Avenue (a variable width right-of-way) as described in deed to the City of Dallas, Texas, recorded in Volume 74151, Page 657, D.R.D.C.T., and having coordinates of N=6,970,689.7378 feet, E=2,506,557.9104 feet;

THENCE North 41 degrees 51 minutes 13 seconds East, with said northwest line and said southeast right-of-way line, a distance of 60.37 feet to coordinates of N=6,970,734.6989 feet, E=2,506,598.1859 feet, and the point of curvature of a non-tangent circular curve to the right having a radius of 4,330.00 feet, whose chord bears South 52 degrees 01 minute 10 seconds East, a distance of 367.80 feet;



FIELD NOTES APPROVED:

PER 12/19/13


**SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-A)
BEING A 20,480 SQ. FT. (0.4702 AC.) PART OF THE
STATE FAIR OF TEXAS TRACT,
IN CITY OF DALLAS BLOCKS 1820 AND 4491,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A

THENCE Southeasterly, departing said said northwest line and said southeast right-of-way line, over and across said State Fair tract, and along said curve, through a central angle of 04 degrees 52 minutes 06 seconds, an arc distance of 367.91 feet to the southeast line of said State Fair tract and said Block 4491 and northwest line of said Lot 1, Block 2446, R. Hunnicut's Subdivision, and having coordinates of N=6,970,508.3896 feet, E=2,506,888.0518 feet, from which a found 1/2 inch iron rod with cap stamped DC&A (controlling monument) bears North 41 degrees 17 minutes 45 seconds East, a distance of 35.52 feet, said iron rod being the common north corner of said Lot 1 and Lot 2, Block 2446, of said R. Hunnicut's Subdivision, said iron rod also being on said southeast line of State Fair tract;

THENCE South 41 degrees 17 minutes 45 seconds West, with said southeast line and said northwest line of Lot 1, a distance of 15.62 feet to the POINT OF BEGINNING AND CONTAINING 20,480 square feet or 0.4702 acres of land, more or less.

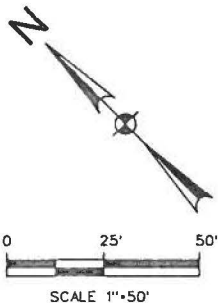
BASIS OF BEARING: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, U.S. Survey Feet; Surface Adjustment Scale Factor (SF) = 1.0001365060 (TxDOT Dallas Co. SF).

René M. Salinas

4/03/2013



FIELD NOTES APPROVED:

PER 12/19/13



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N41° 17' 45" E	35.52'
L2	N41° 17' 45" E	134.54'

CITY BLOCK 4491

**THOMAS LAGOW SURVEY
ABSTRACT NO. 759**

STATE FAIR OF TEXAS, INC.
VOL. 96229, PG. 3545

UNPLATTED

(PARCEL 125-A)
20,480 SQ. FT.
0.4702 ACRES

Δ-04° 52' 06" (RT)
R-4,330.00'
L-367.91'
CB-S52° 01' 10" E
CL-367.80'

POINT OF BEGINNING
(PARCEL 125-A)
N-6970496.6521
E-2506877.7416

N45° 10' 20" W
35.06'

N-6970521.3649
E-2506852.8799

BLOCK LINE

S41° 50' 17" W
47.24'

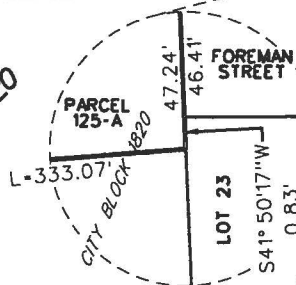
N-6970486.1712
E-2506821.3709

N-6970689.7378
E-2506557.9104

Δ-04° 28' 09" (LT)
R-4,270.00'
L-333.07'
CB-N52° 18' 29" W
CL-332.99'

CITY BLOCK 1820

UNPLATTED



CAMP'S SECOND AVENUE
VOL. 1, PG. 532

COTTON PALMER
VOL. 80019, PG. 1681

FOREMAN STREET
(VARIABLE WIDTH RIGHT-OF-WAY BY USE AND OCCUPATION)

CITY BLOCK D/1821

- LEGEND:
- FIP FOUND IRON PIPE
 - FIRC FOUND IRON ROD W/CAP
 - FIR FOUND IRON ROD
 - SIR SET IRON ROD W/ YELLOW "GLD" CAP
 - MON. MONUMENT
 - (CM) CONTROLLING MONUMENT

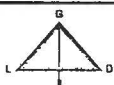
NOTES:

1. BASIS OF BEARING: STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FEET; SURFACE ADJUSTMENT SCALE FACTOR (SF) = 1.0001365060 (TXDOT DALLAS CO. SF).
2. COORDINATES SHOWN HEREON ARE STATE PLANE GRID COORDINATE VALUES IN U.S. SURVEY FEET
3. ALL DISTANCES ARE SURFACE VALUES.
4. SUBSURFACE EASEMENT CORNERS ARE NOT MONUMENTED.
5. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT

René M. Salinas

 A/03/2013

SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-A)
BEING A 20,480 SQ. FT. (0.4702 AC.) PART OF THE
STATE FAIR OF TEXAS TRACT,
IN CITY OF DALLAS BLOCKS 1820 AND 4491,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS



Garcia Land Data, Inc.
 T 214-987-0149 6210 Campbell Rd., Ste. 110
 F 214-987-4026 Dallas, TX 75248-1388

DATE: 12/18/13
 PROJ: 5436
 PAGE 3 OF 3

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Trinity Watershed Management

CMO: Mark McDaniel, 670-3256

MAPSCO: 46R

SUBJECT

Authorize acquisition, including the exercise of the right of eminent domain, if such becomes necessary, from State Fair of Texas, Inc., of a subsurface easement under approximately 59,746 square feet of land located near the intersection of Fitzhugh Avenue and Gaisford Street for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project - Not to exceed \$13,949 (\$11,949 plus closing costs and title expenses not to exceed \$2,000) - Financing: General Obligation Commercial Paper Funds

BACKGROUND

This item authorizes the acquisition of a subsurface easement located under approximately 59,746 square feet of land from State Fair of Texas, Inc. This property is located near the intersection of Fitzhugh Avenue and Gaisford Street and will be used for the Mill Creek/Peaks Branch/ State Thomas Drainage Relief Tunnel Project. The consideration is based on an independent appraisal.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

2006 Bond Program (General Obligation Commercial Paper Funds) - \$13,949 (\$11,949 plus closing costs and title expenses not to exceed \$2,000)

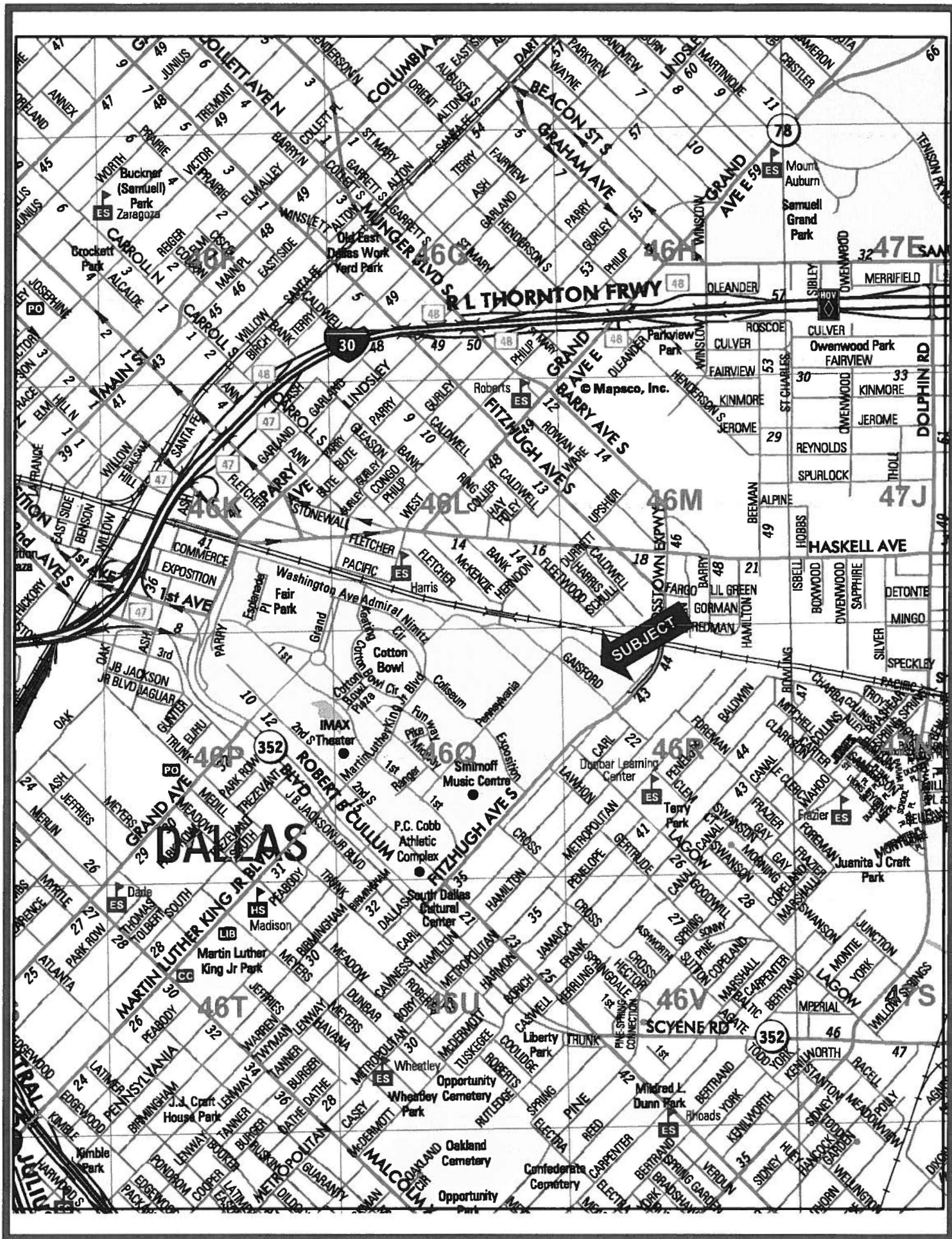
OWNER

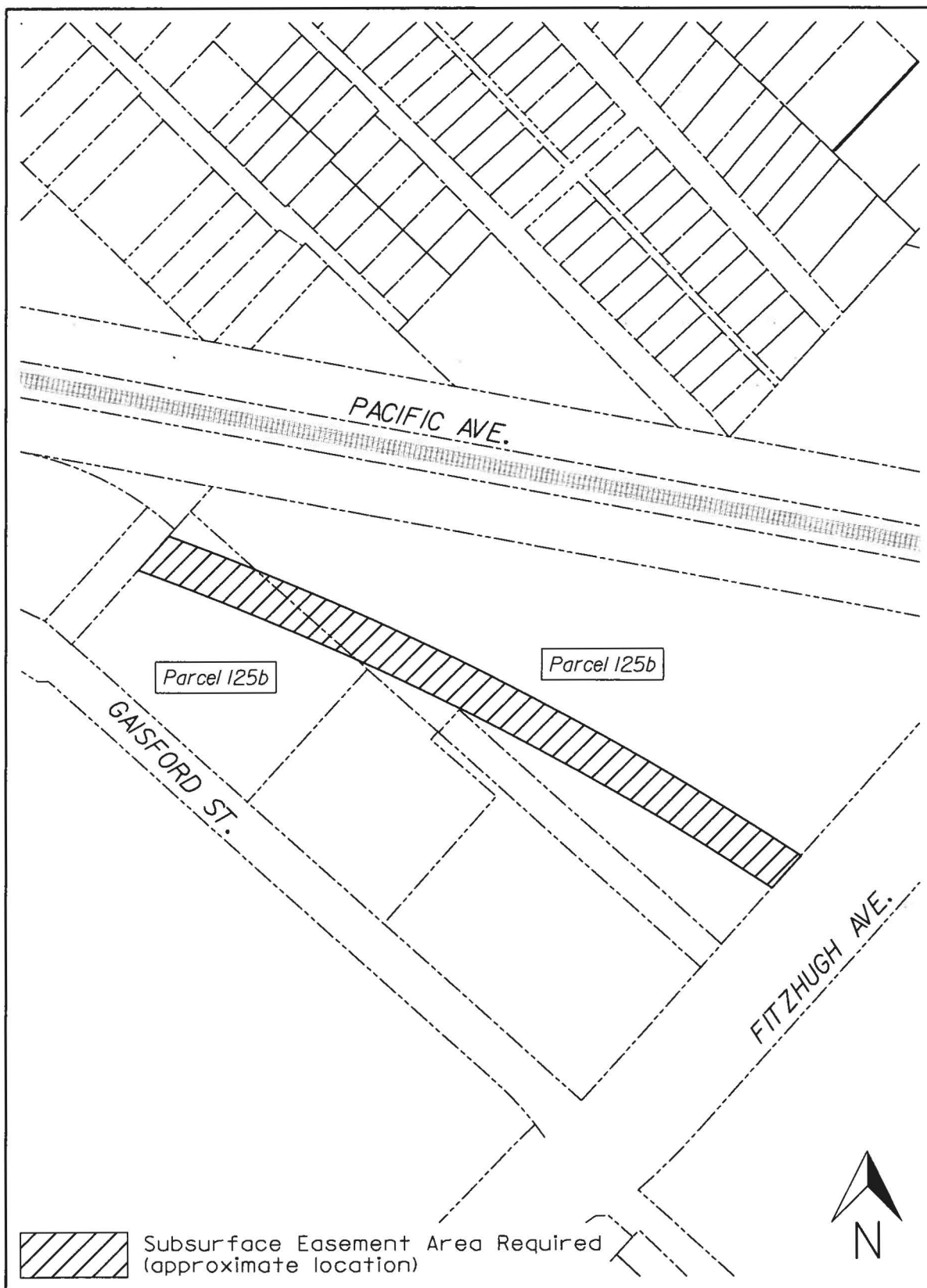
State Fair of Texas, Inc.

Mitchell Glieber, President

MAPS

Attached





June 10, 2015

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS APPROPRIATION AND/OR CONDEMNATION FOR PUBLIC USE.

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

"CITY": The City of Dallas

"PROPERTY": Located under approximately 59,746 square feet in area, lying between the subsurface elevations of 178 feet and 358 feet (U.S. Survey Feet), inclusive, North American Vertical Datum of 1988, located in Dallas County, Texas, the boundary of which property being more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes.

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

"USE": The below ground construction, installation, use, and maintenance of a deep tunnel for storage and transmission of storm drainage.

"PROPERTY INTEREST": Flood Control Tunnel Easement

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

"OFFER AMOUNT": \$11,949.00

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

"AUTHORIZED AMOUNT": \$13,949.00

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

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

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

June 10, 2015

SECTION 3. That for the purpose of acquiring the PROPERTY INTEREST in the PROPERTY, the Assistant Director of the Department of Sustainable Development and Construction Department, Real Estate Division, or such person as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY INTEREST in the PROPERTY.

SECTION 4. That in the event the OWNER accepts the OFFER AMOUNT, the Chief Financial Officer is authorized and directed to draw a warrant in favor of the OWNER, the then current owner of record, or the title company closing the transaction described herein in the OFFER AMOUNT payable out of 2006 Bond Funds: Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4210, Encumbrance No. CT- PBW06T525G72, CLOSING COSTS AND TITLE EXPENSES payable out of 2006 Bond Funds: Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4230, Encumbrance No. CT- PBW06T525G73. The OFFER AMOUNT, CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 5. That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay the CLOSING COSTS AND TITLE EXPENSES. In the event of condemnation, the CITY will pay costs as may be assessed by the Special Commissioners or the court. Further, that expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid from the previously described funds.

SECTION 6. That if the OWNER refuses to accept the OFFER AMOUNT, the CITY will appropriate the PROPERTY INTEREST in the PROPERTY for the PROJECT under the laws of eminent domain and the provisions of the Charter of the City of Dallas. In such case, the City Attorney is authorized and requested to file the necessary proceeding(s) and take the necessary action for the prompt acquisition of the PROPERTY INTEREST in the PROPERTY by condemnation or in any manner provided by law.

SECTION 7. That in the event it is subsequently determined that additional persons other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation proceedings or suit(s).

SECTION 8. That to the extent the PROPERTY is being purchased wholly or partly with bond proceeds CITY has obtained an independent appraisal of the PROPERTY'S market value.

SECTION 9. That OWNER has been provided with a copy of the Landowner's Bill of Rights as required by Texas Property Code Section 21.0112.

June 10, 2015

SECTION 10. That in the event the City Attorney files a condemnation proceeding because the OWNER refused to accept the OFFER AMOUNT; and in the event the special commissioners appointed by the Court return an award that is the same amount or less than the OFFER AMOUNT, the City Attorney is hereby authorized to deposit the award in the registry of the Court and to settle the condemnation proceeding, or if the condemnation proceeding becomes a lawsuit, the lawsuit, for an amount not to exceed the OFFER AMOUNT; and the Chief Financial Officer is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed the OFFER AMOUNT made payable to the County Clerk of Dallas County, to be deposited into the registry of the Court, to enable the CITY to take possession of the PROPERTY without further action of the Dallas City Council; and the Chief Financial Officer is hereby authorized to issue a check drawn on the previously described funds in an amount not to exceed \$2,000.00 for CLOSING COSTS AND TITLE EXPENSES in favor of the title company closing the transaction described herein. The Award, CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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

APPROVED AS TO FORM:
WARREN M. S. ERNST, City Attorney

BY 
Assistant City Attorney

**SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-B)
BEING A 59,746 SQ. FT. (1.372 AC.) PART OF THE
STATE FAIR OF TEXAS TRACT,
AND BEING PARTS OF LOTS 3, 4, 5, 9, AND 10, CITY OF DALLAS BLOCK 2/1435,
PART OF LOT 5, CITY OF DALLAS BLOCK 3/1435, AND A PORTION OF TELLA STREET,
ALL IN BREEZY HILL ADDITION,
AND BEING PART OF LOT 6A, CITY OF DALLAS BLOCK 2/1435,
STATE FAIR OF TEXAS ADDITION,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A

BEING a 59,746 square foot (1.372 acre) tract of land situated in the Thomas Lagow Survey, Abstract Number 759, in the City of Dallas, Dallas County, Texas, and being parts of Lots 3, 4, 5, 9, and 10, Block 2 (2/1435 Official City of Dallas Block Number), part of Lot 5, Block 3 (3/1435 Official City of Dallas Block Number), and a portion of Tella Street (Close and Vacated by Ordinance No. 46), all located in Breezy Hill Addition as shown on map or plat thereof recorded in Volume 1, Page 326, of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and part of Lot 6A, Official City of Dallas Block No. 2/1435 of State Fair of Texas Addition as shown on plat thereof recorded in Volume 2002206, Page 24, D.R.D.C.T., said tract being a part of that tract of land described in General Warranty Deed to State Fair of Texas, Inc., as recorded in Volume 93189, Page 191, D.R.D.C.T., said tract also being part of that tract of land described in General Warranty Deed to State Fair of Texas, Inc., as recorded in Volume 93115, Page 3411, D.R.D.C.T., and being more particularly described as follows (NOTE: Subsurface easement corners are not monumented; coordinates shown herein are state plane grid coordinate values in U.S. Survey Feet; all distances are surface values):

COMMENCING at a found 3-inch aluminum disk stamped "RPLS 5017" (controlling monument) on the southwest corner of said Lot 6A and the southwest corner of said Block No. 2/1435 of State Fair Addition, said disk being the southeast corner of that tract of land described in Special Warranty Deed to The Dallas Opera, as recorded in Volume 98068, Page 3358, D.R.D.C.T., said disk also being on the northwest right-of-way line of Fitzhugh Avenue (a variable width right-of-way);

THENCE North 41 degrees 55 minutes 06 seconds East, with said northwest right-of-way line and the southeast line of said Lot 6A and the southeast line of said Block No. 2/1435 of State Fair Addition, a distance of 106.02 feet to the POINT OF BEGINNING of the herein described tract and the point of curvature of a non-tangent circular curve to the left having a radius of 4,270.00 feet, whose chord bears North 63 degrees 14 minutes 57 seconds West, a distance of 994.07 feet, said point of curvature having coordinates of N=6,970,774.9617 feet, E=2,506,433.6597 feet;



FIELD NOTES APPROVED:

PER 12/19/13

**SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-B)
BEING A 59,746 SQ. FT. (1.372 AC.) PART OF THE
STATE FAIR OF TEXAS TRACT,
AND BEING PARTS OF LOTS 3, 4, 5, 9, AND 10, CITY OF DALLAS BLOCK 2/1435,
PART OF LOT 5, CITY OF DALLAS BLOCK 3/1435, AND A PORTION OF TELLA STREET,
ALL IN BREEZY HILL ADDITION,
AND BEING PART OF LOT 6A, CITY OF DALLAS BLOCK 2/1435,
STATE FAIR OF TEXAS ADDITION,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A

THENCE Northwesterly, departing said northwest right-of-way line and said southeast line, over and across said Lot 6A and along said curve, through a central angle of 13 degrees 22 minutes 08 seconds, at an arc distance of 665.69 feet passing the southwest line of Lot 6A in Block No. 2/1435 of State Fair Addition, and the northeast line of said Lot 5 in Block No. 3/1435 of Breezy Hill Addition, and the northeast line of said State Fair of Texas tract in Volume 93115, Page 3411, continuing along said arc, over and across said Lot 5 in Block No. 3/1435, over and across a portion of Tella Street closed and vacated by said ordinance No. 46, over and across said Lots 9, 10, 4, and 3 in Block No. 2/1435 of Breezy Hill Addition, and over and across said State Fair of Texas tract in Volume 93115, Page 3411, for a total arc distance of 996.33 feet to the northwest line of said Lot 3 in Block No. 2/1435 of Breezy Hill Addition and the northwest line of said State Fair of Texas tract in Volume 93115, Page 3411, and the southeast line of Lot 2A, Official City of Dallas Block No. C/812 of Texas State Fairgrounds Addition as shown on plat thereof recorded in Volume 88084, Page 613, D.R.D.C.T., and having coordinates of N=6,971,222.3420 feet, E=2,505,546.1050 feet;

THENCE North 41 degrees 55 minutes 55 seconds East, with the northwest line of Lots 3, 4, and 5 in Block No. 2/1435, and said northwest line of said State Fair of Texas tract in Volume 93115, Page 3411, and said southeast line of Lot 2A, Block C/812, a distance of 64.58 feet to the point of curvature of a non-tangent circular curve to the right having a radius of 4,330.00 feet, whose chord bears South 63 degrees 01 minute 51 seconds East, a distance of 993.03 feet, said point of curvature having coordinates of N=6,971,270.3783 feet, E=2,505,589.2539 feet, and from which the northeast corner of said State Fair of Texas tract in Volume 93115, Page 3411, and the northwest corner of said Lot 6A bears North 41 degrees 55 minutes 55 seconds East, a distance of 46.19 feet;

THENCE Easterly, departing said northwest line of said Lot 5 in Block No. 2/1435, and said northwest line of said State Fair of Texas tract in Volume 93115, Page 3411, and said southeast line of Lot 2A, Block C/812, over and across said Lots 5 and 9 in Block No. 2/1435 of Breezy Hill Addition, over and across said State Fair of Texas tract in Volume 93115, Page 3411, and along said curve, through a central angle of 13 degrees 10 minutes 09 seconds, at an arc distance of 131.75 feet passing the southwest line of Lot 6A, Block No 2/1435, and the northeast line of said State Fair of Texas tract in Volume 93115, Page 3411, continuing along said curve, over and across said Lot 6A, a total arc distance of 995.22 feet to the end of said curve on the aforementioned northwest right-of-way line of Fitzhugh Avenue and southeast line of said Lot 6A, having coordinates of N=6,970,820.0884 feet, E=2,506,474.1755 feet;



FIELD NOTES APPROVED:

DEC 12/11/13

**SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-B)
BEING A 59,746 SQ. FT. (1.372 AC.) PART OF THE
STATE FAIR OF TEXAS TRACT,
AND BEING PARTS OF LOTS 3, 4, 5, 9, AND 10, CITY OF DALLAS BLOCK 2/1435,
PART OF LOT 5, CITY OF DALLAS BLOCK 3/1435, AND A PORTION OF TELLA STREET,
ALL IN BREEZY HILL ADDITION,
AND BEING PART OF LOT 6A, CITY OF DALLAS BLOCK 2/1435,
STATE FAIR OF TEXAS ADDITION,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A

THENCE South 41 degrees 55 minutes 06 seconds West, with said northwest right-of-way line and said southeast line, a distance of 60.65 feet to the POINT OF BEGINNING AND CONTAINING 59,746 square feet or 1.372 acres of land, more or less.

BASIS OF BEARING: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, U.S. Survey Feet; Surface Adjustment Scale Factor (SF) = 1.0001365060 (TxDOT Dallas Co. SF).

René M. Salinas

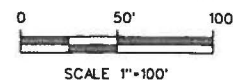
4/03/2013



FIELD NOTES APPROVED:

DER 12/19/13

EXHIBIT A



THOMAS LAGOW SURVEY ABSTRACT NO. 759

LOT 6A

STATE FAIR OF TEXAS ADDITION
VOL. 2002206, PG. 24

STATE FAIR OF TEXAS, INC.
VOL. 93189, PG. 191

(PARCEL 125-B)
59,746 SQ. FT.
1.372 ACRES

MATCH LINE PAGE 4 OF 4

THE DALLAS OPERA
VOL. 98068, PG. 3358

$\Delta=13^{\circ}10'09''$ (RT)
R=4,330.00'
L=995.22'
CB=S63°01'51"E
CL=993.03'

N=6970820.0884
E=2506474.1755

POINT OF
BEGINNING
(PARCEL 125-B)

N=6970774.9617
E=2506433.6597

$\Delta=13^{\circ}22'08''$ (LT)
R=4,270.00'
L=996.33'
CB=N63°14'57"W
CL=994.07'

POINT OF
COMMENCING
(PARCEL 125-B)

3" ALUM. DISK
FND. STAMPED
RPLS5017
(CM)

313.20'

N41°55'06"E

S41°55'06"W

60.65'

106.02'

N41°55'06"E

106.02'

N41°55'06"E

106.02'

N41°55'06"E

106.02'

N41°55'06"E

106.02'

N41°55'06"E

106.02'

N41°55'06"E

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N41°55'06"E

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N41°55'06"E

106.02'

N41°55'06"E

106.02'

N41°55'06"E

106.02'

N41°55'06"E

106.02'

N41°55'06"E

106.02'

FITZTHUGH AVENUE
(VARIABLE WIDTH RIGHT-OF-WAY)

CITY OF DALLAS
VOL. 74151, PG. 657

3" ALUM. DISK
FND. STAMPED
RPLS5017
(CM)

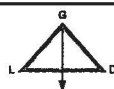
LEGEND:

- FIP FOUND IRON PIPE
- FIRC FOUND IRON ROD W/CAP
- FIR FOUND IRON ROD
- SIR SET IRON ROD W/ YELLOW "GLD" CAP
- MON. MONUMENT
- (CM) CONTROLLING MONUMENT

NOTES:

1. BASIS OF BEARING: STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FEET; SURFACE ADJUSTMENT SCALE FACTOR (SF) = 1.0001365060 (TXDOT DALLAS CO. SF).
2. COORDINATES SHOWN HEREON ARE STATE PLANE GRID COORDINATE VALUES IN U.S. SURVEY FEET
3. ALL DISTANCES ARE SURFACE VALUES.
4. SUBSURFACE EASEMENT CORNERS ARE NOT MONUMENTED.
5. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.

SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-B)
BEING A 59,746 SQ. FT. (1.372 AC.) PART OF THE
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AND A PORTION OF TELLA STREET,
ALL IN BREEZY HILL ADDITION,
AND BEING PART OF LOT 6A, CITY OF DALLAS BLOCK 2/1435,
STATE FAIR OF TEXAS ADDITION,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS



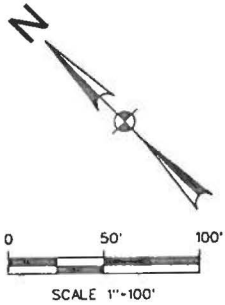
Garcia Land Data, Inc.

T 214-987-0149 6210 Campbell Rd., Ste. 110
F 214-987-4026 Dallas, TX 75248-1388

DATE: 10/28/13

PROJ: 5436

PAGE 4 OF 5



(FORMER TEXAS & PACIFIC
RAILWAY RIGHT-OF-WAY)

STATE FAIR OF TEXAS, INC.

CITY BLOCK 2/1435

**THOMAS LAGOW SURVEY
ABSTRACT NO. 759**

PENNSYLVANIA AVENUE
(CLOSED AND VACATED
BY ORDINANCE NO. 3852)

STATE FAIR
OF TEXAS
VOL. 98068,
PG. 3380

N-6971270.3783
E-2505589.2539

(PARCEL 125-B)
59,746 SQ. FT.
1.372 ACRES

Δ -13° 10' 09" (RT)
R=4,330.00'
L=995.22'
CB-S63° 01' 51"E
CL=993.03'

LOT 6A
STATE FAIR OF TEXAS ADDITION
VOL. 2002206, PG. 24

STATE FAIR OF TEXAS, INC.
VOL. 93189, PG. 191

MATCH LINE PAGE 3 OF 4

THE DALLAS OPERA
VOL. 98068, PG. 3358

LOT 2A

TEXAS STATE
FAIRGROUNDS ADDITION
VOL. 88084, PG. 613

THE DALLAS STATE FAIR AND
EXPOSITION ASSOCIATION
VOL. 75, PG. 303

N41° 55' 55"E
64.58'
N-6971222.3420
E-2505546.1050

LOT 5

LOT 9

LOT 5

LOT 15

LOT 4

LOT 10

LOT 3

STATE FAIR OF TEXAS, INC.
VOL. 93115, PG. 3411

BREEZY HILL ADDITION
VOL. 1, PG. 326

TELLA STREET
(CLOSED AND VACATED
BY ORDINANCE NO. 46)

CITY BLOCK 3/1435

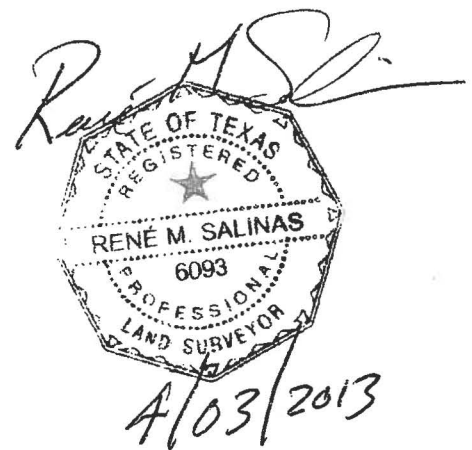
Δ -13° 22' 08" (LT)
R=4,270.00'
L=996.33'
CB-N63° 14' 57"W
CL=994.07'

LEGEND:

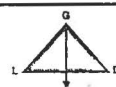
FIP FOUND IRON PIPE
FIRC FOUND IRON ROD W/CAP
FIR FOUND IRON ROD
SIR SET IRON ROD W/
YELLOW "GLD" CAP
MON. MONUMENT
(CM) CONTROLLING MONUMENT

NOTES:

1. BASIS OF BEARING: STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983, U.S. SURVEY FEET; SURFACE ADJUSTMENT SCALE FACTOR (SF) = 1.0001365060 (TXDOT DALLAS CO. SF).
2. COORDINATES SHOWN HEREON ARE STATE PLANE GRID COORDINATE VALUES IN U.S. SURVEY FEET
3. ALL DISTANCES ARE SURFACE VALUES.
4. SUBSURFACE EASEMENT CORNERS ARE NOT MONUMENTED.
5. THIS SURVEY PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT



**SUB-SURFACE DRAINAGE TUNNEL EASEMENT
CITY OF DALLAS DRAWING NO. 423R-54 (PARCEL 125-B)
BEING A 59,746 SQ. FT. (1.372 AC.) PART OF THE
STATE FAIR OF TEXAS TRACT,
AND BEING PARTS OF LOTS 3, 4, 5, 9
AND 10, CITY OF DALLAS BLOCK 2/1435,
PART OF LOT 5, CITY OF DALLAS BLOCK 3/1435,
AND A PORTION OF TELL A STREET,
ALL IN BREEZY HILL ADDITION,
AND BEING PART OF LOT 6A, CITY OF DALLAS BLOCK 2/1435,
STATE FAIR OF TEXAS ADDITION,
IN THE THOMAS LAGOW SURVEY, ABSTRACT NO. 759,
CITY OF DALLAS, DALLAS COUNTY, TEXAS**



Garcia Land Data, Inc.

T 214-987-0149
F 214-987-4026

6210 Campbell Rd., Ste. 110
Dallas, TX 75248-1388

DATE: 12/18/13
PROJ: 5436

PAGE 5 OF 5

AGENDA ITEM # 28

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45E

SUBJECT

Authorize the first amendment to the Option Contract with LCS Land Partners II, Ltd. previously approved by Resolution No. 97-3998 on December 10, 1997 for a tract of land located near the intersection of Akard and Payne Streets to **(1)** change the effective date of the Option Period to the passage of this amendment; and **(2)** change the Purchase Price to \$655,000 – Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum because additional review time was required. This item authorizes the first amendment to the Option Contract with LCS Land Partners II, Ltd. for a tract of land located near the intersection of Akard and Payne Streets. The City of Dallas originally entered into a Lease Agreement with Anland 10, L.P. to provide required parking for the Arena Project known as American Airlines Center. Pursuant to the terms of the Lease Agreement, the City granted Anland 10, L.P. an option to purchase the land during the Option Period, set to commence on September 18, 2030, for the Purchase Price of \$100,000.

Anland 10, L.P. assigned its right, title and interest in the Option Contract to Anland North and Anland North subsequently transferred and assigned its right, title and interest to LCS Land Partners II, Ltd. LCS Land Partners II, Ltd. is now requesting the Option Period commence on the effective date of the amendment to the Option Contract and the Purchase Price be increased to \$655,000 to facilitate a future development.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized an Option Contract on December 10, 1997, by Resolution No. 97-3998.

This item was deferred at the request of Councilmember Medrano on May 27, 2015.

FISCAL INFORMATION

No cost consideration to the City.

OWNER

LCS Land Partners II, Ltd.

Hillwood Operating, L.P.

Hillwood Services GP, LLC

Scott Meyer, President

MAP

Attached

June 10, 2015

WHEREAS, on December 10, 1997, by Resolution No. 97-3998, the Council of the City of Dallas authorized an Arena Master Agreement, Lease Agreement and Option Contract in connection with the Arena Project; and

WHEREAS, on September 28, 2001, the City of Dallas (hereinafter "Lessor") and Anland 10, L.P., as lessee (hereinafter "Anland") executed that certain Lease Agreement for the lease of certain portions of land (hereinafter "Land") acquired by the City of Dallas in Judgment cc-98-07683-b to be used in accordance with a certain Parking Rights Agreement to provide required parking for the Arena Project site known as the American Airlines Center. Pursuant to the terms of said Lease Agreement Lessor was obligated to grant Anland an option to purchase that portion of the Land known as Tract One; therefore, concurrently, the parties executed that certain Option Contract dated July 27, 2001 (the "Option Contract"); and

WHEREAS, pursuant to the terms of the Option Contract, Anland may elect to purchase Tract One for the option purchase price of \$100,000 ("Purchase Price"); provided however, the option may only be exercised by Anland during the thirtieth (30th) year following the execution of the Lease Agreement (the "Option Period"). Said Option period is not due to commence until September 18, 2030; and

WHEREAS, effective as of July 7, 2014, Anland assigned all of its right, title and interest in the Option Contract to Anland North, and Anland North subsequently transferred and assigned all of its right title and interest in the Option Contract to LCS Land Partners II, Ltd. (hereinafter "Lessee"); and

WHEREAS, Lessee has expressed its desire to Lessor to amend the Option Period and Purchase Price, so as to facilitate Lessee's purchase of Tract One at a date sooner than the thirtieth (30th) year; and

WHEREAS, Lessor has agreed to the amending terms proposed by Lessee to amend the Option Contract (as more particularly set forth in the First Amendment to Option Contract attached hereto as Exhibit A); and

WHEREAS, the Option Period is to be redefined to mean that period commencing on the effective date of the First Amendment to Option Contract and ending on September 17, 2031; and

WHEREAS, the Purchase Price is to be redefined to mean \$655,000.00; and

WHEREAS, notwithstanding that Lessee's exercise of the option to purchase Tract One prior to the expiration of the Lease and subsequent closing shall effect a merger of title in Tract One in favor of Lessee and thereby terminate the Lease as to Tract One, the parties agree that Tract One shall be conveyed subject to the Parking Rights Agreement to continue to serve the American Airlines Center parking requirements, unless at the time the option is exercised the leasehold has been released therefrom in accordance with the terms of the Parking Rights Agreement.

June 10, 2015

NOW, THEREFORE,

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

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, be and is hereby authorized to execute a First Amendment to the Option Contract Agreement between LCS Land Partners II, Ltd., a Texas limited partnership, and the City of Dallas.

SECTION 2. That the special terms and conditions of the First Amendment to the Option Contract are:

- a) The Option Period is to be redefined to mean that period commencing on the effective date of the First Amendment to Option Contract and ending on September 17, 2031.
- b) The Purchase Price is to be redefined to mean \$655,000.
- c) Notwithstanding the exercise of the option and subsequent closing shall effect a merger of title in Tract One in favor of Lessee and thereby terminate the Lease as to Tract One; Tract One shall be conveyed subject to the Parking Rights Agreement, unless at the time the option is exercised the leasehold has been released therefrom in accordance with the terms of the Parking Rights Agreement.
- d) All other terms of the Option Contract not expressly amended hereby shall remain in full force and effect.

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

APPROVED AS TO FORM:

WARREN M. S. ERNST, City Attorney

BY 
Assistant City Attorney

EXHIBIT A

FIRST AMENDMENT TO OPTION CONTRACT

THIS FIRST AMENDMENT TO OPTION CONTRACT ("First Amendment") is entered into effective as of _____, by the CITY OF DALLAS, a duly incorporated home rule city of the State of Texas located principally in Dallas County, Texas (the "City"), and LCS LAND PARTNERS II, LTD., a Texas limited partnership ("LCS Land") as the assignee of ANLAND NORTH L.P., a Texas limited partnership ("Anland North"), as the assignee of ANLAND 10, L.P., a Texas limited partnership ("Anland").

WITNESSETH:

WHEREAS, Anland and the City entered into that certain Option Contract, dated as of the 27th day of July, 2001 (the "Option Contract"), in connection with a Lease Agreement (the "Lease") of even date covering certain Leased Premises (as defined in the Lease and comprised of Tract One and Tract Two); and

WHEREAS, except as specified to the contrary in this First Amendment, all capitalized terms not otherwise defined herein shall have the meaning given such terms in the Option Contract or in the Lease, as may be applicable therein; and

WHEREAS, under the terms of the Option Contract, the City granted Anland, or its assignee, the exclusive and irrevocable option to purchase Tract One of the Leased Premises at any time during the "Option Period" which was therein defined as the thirtieth year following the Operational Date under the Lease; and

WHEREAS, the Operational Date under the Lease was determined to mean September 18, 2001, and the Option Period therefore encompassed the time period from September 18, 2030 through September 17, 2031; and

WHEREAS, effective as of July 7, 2014, Anland assigned all of its right, title and interest in the Option Contract to Anland North, and Anland North subsequently transferred and assigned all of its right, title and interest in the Option Contract to LCS Land; and

WHEREAS, LCS Land and the City desire to amend the Option Contract in order to allow LCS Land, or its assignee to accelerate the Option Period such that the Option may be exercised at any time during the period commencing on the effective date of this First Amendment and ending on September 17, 2031; subject to the terms of this First Amendment;

NOW, THEREFORE, for good and valuable consideration, which consideration is hereby acknowledged by the City and LCS Land to be of good, sufficient and valid consideration, and for the mutual covenants herein contained, City and LCS Land do hereby covenant, agree and amend the Option Contract, executed in duplicate originals, as follows:

EXHIBIT A

1. **OPTION PERIOD AND PURCHASE PRICE.** Effective as of the date of this First Amendment, Article II and Article III of the Option Contract are deleted from the Option Contract in their entirety, and the following Article II and Article III shall be substituted in lieu thereof as follows:

ARTICLE II

Purchase Price; Option Period

Section 2.01 Purchase Price. If the Option is exercised, the purchase price for the Property shall be \$655,000.00 (the "Purchase Price"), payable as set forth in Section 3.01 below, and the consideration set forth in Exhibit "C" (the Deed) is amended to reflect this Purchase Price.

Section 2.02. Option Period. The Option is in full force and effect as of the date of this Contract and may be exercised, at LCS Land's option and election, at any time prior to September 17, 2031 (the "Option Period"). During the Option Period, LCS Land shall have the right to exercise the Option by delivering written notice of such election (the "Option Exercise Notice") to the City (the date such Option Exercise Notice is given is referred to herein as the "Exercise Date").

ARTICLE III

Payment of Purchase Price

Section 3.01. Purchase Price. The Purchase Price shall be paid to the City by LCS Land in cash or other immediately available funds at the Closing (hereinafter defined), without any offset or deduction whatsoever notwithstanding that at the time of the Closing, the Lease will terminate as to Tract One.

2. **CLOSING DATE.** Effective as of the date of this First Amendment, Section 6.01 of the Option Contract is deleted from the Option Contract in its entirety, and the following "Section 6.01. Closing Date." shall be substituted in lieu thereof as follows:

Section 6.01. Closing Date. The Closing (the "Closing") of the sale of the Property by the City to LCS Land shall be held at a place in Dallas, Texas designated by LCS Land on a date not earlier than 5 days or later than 90 days after the Exercise Date, or if the City has not performed all of its obligations contained herein, on such date as may be directed by LCS Land no later than 10 days after the City has performed all of its obligations contained herein (the "Closing Date"). LCS Land shall not be obligated to close this transaction unless the City timely performs each and all of its obligations hereunder, provided LCS Land may at any time waive, by written document signed by LCS Land, performance of any one or more of the City's obligations and close the transaction.

EXHIBIT A

3. **THE CITY'S OBLIGATIONS AT CLOSING.** Section 6.03(c) of the Option Contract is hereby deleted from the Option Contract in its entirety.

4. **MERGER OF TITLE.** Under operation of law pursuant to the doctrine of merger of title, LCS Land's exercise of the option and subsequent closing shall effect a merger of title in Tract One in favor of LCS Land and thereby terminate the Lease as to Tract One. Notwithstanding the foregoing, unless LCS Land's leasehold title is no longer subject to the Parking Agreement and the COC Parking Agreement as of the date the Option is exercised, LCS Land agrees that Tract One will be conveyed by the City subject to the Parking Agreement and the COC Parking Agreement, and will remain subject thereto until such time as Tract One is released from such agreements pursuant to the applicable terms of each of the Parking Agreement and the COC Parking Agreement. If necessary, City shall cooperate to provide LCS Land with any recordable documents to evidence release of Tract One from the Lease.

5. **NOTICES.** Effective as of the date of this First Amendment, Article X of the Option Contract is deleted in its entirety, and the following Article X shall be substituted in lieu thereof as follows:

ARTICLE X

Notices

10.01 Any notice to be given or to be served in connection with the Option must be in writing, and may be given by: (a) actual delivery; (b) overnight courier; or (c) electronic delivery (e-mail) and shall be deemed to have been given and received upon actual delivery, addressed as follows:

If to LCS Land:

LCS Land Partners II, Ltd.
3090 Olive Street, Suite 300
Dallas, Texas 75201
Attention: Ken Reese
E-mail: ken.reese@hillwood.com

With a copy to:

Hillwood Development Corporation
3090 Olive Street, Suite 300
Dallas, Texas 75201
Attention: Kathy Cannon
E-mail: kathy.cannon@hillwood.com

EXHIBIT A

If to City:

City Hall
1500 Marilla Street
Dallas, Texas 75201
Attention: City Manager

With a copy to:
City of Dallas
1500 Marilla Street
Dallas, Texas 75201
Attention: City Attorney

City of Dallas
320 E. Jefferson, Room 101
Dallas, Texas 75203
Attention: Director of Public Works and Transportation

City of Dallas
320 E. Jefferson, Room 203
Dallas, Texas 75203
Attention: Director of Real Estate and Sustainable Development

6. **NO ADDITIONAL CHANGES.** The modifications described above are the only changes in the Option Contract intended to be made by this First Amendment.

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts and when so executed by the parties, each such counterpart will be deemed an original and all of which together shall constitute one and the same document. Counterpart signatures that are transmitted electronically shall be deemed effective for all purposes.

8. **RATIFICATION.** The Option Contract remains in full force and effect as expressly modified by this First Amendment and is ratified and confirmed. If there is a conflict between the terms of the Option Contract and this First Amendment, the terms of this First Amendment control.

EXECUTED effective as of the date specified above.

[Signatures on Following Page]

EXHIBIT A

THE CITY OF DALLAS, TEXAS

APPROVED AS TO FORM:

Warren M. S. Ernst,
City Attorney

CITY OF DALLAS

A. C. Gonzalez
City Manager

By: _____
Consuelo Tankersley
Assistant City Attorney

By: _____
Ryan S. Evans
Assistant City Manager

LCS LAND:

LCS LAND PARTNERS II, LTD.
a Texas limited partnership

By: Hillwood Operating, L.P.
a Texas limited partnership
its general partner

By: Hillwood Services GP, LLC
a Texas limited liability company
its general partner

By: _____
Printed Name: _____
Title: _____

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 3

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 61A R

SUBJECT

Neighborhood Empowerment Zone and Real Property Tax Abatement Authorization

- * A resolution designating the approximately 10.75 acres of property located at 4895 Mountain Creek Parkway in Dallas, Texas as City of Dallas Neighborhood Empowerment Zone No. 3 ("City of Dallas NEZ No. 3"), pursuant to Chapter 378 of the Local Government Code to promote an increase in economic development in the zone, establishing the boundaries of the Neighborhood Empowerment Zone and providing for an effective date - Financing: No cost consideration to the City
- * Authorize a real property tax abatement agreement with TC MT. CREEK DEVELOPMENT PARTNERS, LP, a Texas limited partnership, for the purpose of granting an eight year tax abatement of 75 percent of the taxes on added value to the real property for a speculative warehouse development consisting of approximately 192,000 square feet located on approximately 10.74 acres at the Northwest corner of Mountain Creek Parkway and Interstate 20 in Dallas, Texas, within City of Dallas NEZ No. 3, pursuant to Chapter 378 of the Local Government Code and in accordance with the City's Public/Private Partnership Guidelines and Criteria - Revenue: First year revenue estimated at \$15,940; eight-year revenue estimated at \$127,520 (Estimated revenue foregone for eight-year real property tax abatement estimated at \$382,560)

BACKGROUND

For the past several months, City staff has been in discussion with Courtland Group LLC, representing TC MT. CREEK DEVELOPMENT PARTNERS, LP, regarding the potential development of a 192,000 square foot speculative warehouse facility on a 10.75 acre site located within Mountain Creek Business Park.

BACKGROUND (Continued)

The Courtland Group seeks City Council approval of an eight-year, 75 percent tax abatement on the newly constructed facility.

The Courtland Group LLC, a Dallas development company, has been in business for 32 years and has developed over 25 million square feet of similar projects. Courtland Group has been responsible for the development of the Mountain Creek business park.

The proposed development will result in a total investment of approximately at least \$7,000,000-for site work and real property improvements. As the project is speculative, there is no minimum job requirement however the developer must have at least 70 percent of the facility leased and occupied to a tenant in order to receive the tax abatement. If the required space is not leased and occupied, the abatement is lost for that year. Additionally, if the space fails to meet the occupancy requirement two consecutive years after the abatement has begun, the abatement will be terminated.

In order to provide the tax abatement at this location, the City must create a Neighborhood Empowerment Zone. This zone, similar to Reinvestment Zones the City has used in the past, is necessary to the authorization of the tax abatement.

TC MT. CREEK DEVELOPMENT PARTNERS, LP intends to commence vertical construction in the second quarter of 2015. The full project is anticipated to be complete in mid-2016. In consideration of the proposed incentives, the developer will invest a minimum of \$7,000,000 in real property improvements.

The forgone revenue from the proposed 75 percent, eight year real property abatement is estimated at \$382,560. The 10-year net fiscal impact of the proposed development after incentives is estimated at \$1,616,341 with a twenty-year net fiscal impact of \$4,115,400. This project complies with the Public/Private Program guidelines in that it involves an investment of more than \$1,000,000 at this Southern Sector site.

ESTIMATED SCHEDULE OF THE PROJECT

Began Construction	April 2015
Substantial Completion	June 2016

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 1, 2015, a memo will be presented to the Economic Development Committee.

FISCAL INFORMATION

No cost consideration to the City

OWNER

TC MT. CREEK DEVELOPMENT PARTNERS, LP

John Napper, Managing Partner

MAP

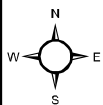
Attached.

TC Mt. Creek Development Partners LP

0 0.025 0.05 0.1 Miles

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

TC Mt. Creek Development Partners LP
4895 Mountain Creek Parkway
Dallas, TX 75236



DALLAS
ECONOMIC
DEVELOPMENT

Research & Information Division
214.670.1685
dallas-ecodev.org

Created 5.6.2015 - 15-05-05 Chris O'Brien SR.TCG

Legend



Site



Freeway

Arterial

Local Road

Source: City of Dallas, 2015

June 10, 2015

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

WHEREAS, the City wishes to encourage economic development in the Southern Sector of the City of Dallas, and within the Mountain Creek Business Park; and

WHEREAS, Title 12 of the Local Government Code, Section 378.002 of the requires that the creation of the City of Dallas Neighborhood Empowerment Zone No. 3("City of Dallas NEZ No. 3") promote (1) the creation or rehabilitation of affordable housing in the zone, or (2) an increase in economic development in the zone, or (3) an increase in the quality of social services, education or public safety provided to the residents of the zone; and

WHEREAS, the City finds that the creation of City of Dallas NEZ No. 3 will promote an increase in economic development in the zone by promoting job creation, and additional business activity at this southern Dallas location; and

WHEREAS, the City finds that the creation of the City of Dallas NEZ No. 3 benefits the public and is for the public purpose of increasing the public health, safety, and welfare of the persons in the municipality; and

WHEREAS, the City finds that the creation of the zone satisfies the requirements of Section 312.202 in that the creation of the zone is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

NOW, THEREFORE,

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

Section 1. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct.

Section 2. The City of Dallas NEZ No. 3 is hereby created as defined by the legal description and map attached as Exhibit A.

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

EXHIBIT A

PROPERTY DESCRIPTION

TRACT I:

DESCRIPTION of a 10.738 acre tract of land situated in the John J. Blair Survey, Abstract No. 211 and the E.H. Paxton Survey, Abstract No. 1126, Dallas County, Texas; said tract being part of that certain tract of land described as "Tract 1" in Special Warranty Deed to Mt. Creek Investments, Ltd recorded in Instrument No. 200900337341 of the Official Public Records of Dallas County, Texas; said 10.738 acre tract being more particularly described as follows:

BEGINNING, at a "+" cut in concrete set for corner in the northwest line of Mountain Creek Parkway (a variable width right-of-way); said point being the southernmost corner of Lot 6, Block 211/6113, Dallas Maintenance Facility, an addition to the City of Dallas, Texas according to the plat recorded in Instrument No. 201400144031; said point also being in a non-tangent curve to the right;

THENCE, along the said northwest line of Mountain Creek Parkway, the following two (2) calls:

Along said curve to the right, having a central angle of 02 degrees, 57 minutes, 59 seconds, a radius of 1,140.00 feet, a chord bearing and distance of South 26 degrees, 54 minutes, 28 seconds West, 59.02 feet, an arc distance of 59.02 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the end of said curve;

South 28 degrees, 23 minutes, 28 seconds West, a distance of 257.53 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner; said point being the easternmost corner of that certain tract of land described as "Parcel I" in Special Warranty Deed to Mountain Creek Business Park Association, Inc. recorded in Volume 2003009, Page 7341 of the Deed Records of Dallas County, Texas;

THENCE, North 61 degrees, 36 minutes, 32 seconds West, departing the said northwest line of Mountain Creek Parkway and along the northeast line of said Mountain Creek Business Park tract, a distance of 28.00 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner; said point being the northernmost corner of said Mountain Creek Business Park tract;

THENCE, South 28 degrees, 23 minutes, 28 seconds West, along the northwest line of said Mountain Creek Business Park tract; a distance of 182.40 feet to a 1/2-inch iron rod found for corner in the north right-of-way line of Lyndon B. Johnson Freeway (Interstate Highway No. 20, a variable width right-of-way hereinafter referred to as IH20); said point being the westernmost corner of said Mountain Creek Business Park tract;

THENCE, South 85 degrees, 41 minutes, 32 seconds West, along the said north line of IH20, a distance of 866.01 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner; said point being the southwest corner of that certain tract of land described in Special Warranty Deed to ExTex Laporte L.P. recorded in Volume 2002082, Page 3283 of said Deed Records;

THENCE, North 26 degrees, 10 minutes, 33 seconds East, departing the said north line of IH20 and along a southeast line of said ExTex Laporte tract, a distance of 709.64 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap for corner; said point being the southwest corner of said Lot 6;

THENCE, departing the said southeast line of the ExTex Laporte tract and along the south line of said Lot 6, the following three (3) calls:

South 81 degrees, 31 minutes, 04 seconds East, a distance of 691.84 feet to a "+" cut in concrete set at the beginning of a tangent curve to the right;

In a southeasterly direction, along said curve to the right, having a central angle of 16 degrees, 56 minutes, 33 seconds, a radius of 350.00 feet, a chord bearing and distance of South 73 degrees, 02 minutes, 48 seconds East, 103.12 feet, an arc distance of 103.50 feet to a "+" cut in concrete set at the end of said curve;

South 64 degrees, 34 minutes, 32 seconds East, a distance of 31.15 feet to the POINT OF BEGINNING;

CONTAINING, 467,765 square feet or 10.738 acres of land, more or less.

TRACT II:

Easement Estate created by Reciprocal Easement Agreement by and between Mt. Creek Investments, Ltd. and Cummins Southern Plains, LLC dated April 23, 2012, filed April 24, 2012, recorded in Instrument No. 201200117558, Official Public Records of Dallas County, Texas.

DESCRIPTION, of a 32,876 square foot (0.755 acre) tract of land situated in the John J. Blair Survey, Abstract No 211, Dallas County, Texas and in Block 6113, Official Numbers of the City of Dallas, Texas; said tract being part of Lot 6, Block 211/6113, Dallas Maintenance Facility an addition to the City of Dallas, Texas according to the plat recorded in Instrument No. 201400144031 of the Official Public Records of Dallas County, Texas, part of that certain tract of land described in Special Warranty Deed to Cummins Southern Plains, LLC recorded in Instrument No. 201200117557 of said Official Public Records and part of that certain tract of land described as "Tract 1" in Exhibit "A" of Special Warranty Deed to Mt. Creek Investments, Ltd. recorded in Instrument Number 200900337341 of said Official Public Records; said tract also being all of that certain tract of land described as Improvements in Exhibit C-1 in Reciprocal Easement Agreement recorded in Instrument No. 201200117558 of said Official Public Records; said 32,876 square foot (0.755 acre) tract being more particularly described as follows:

COMMENCING, at the intersection of the north right-of-way line of Interstate Highway 20 (a variable width right-of-way) and the northwest right-of-way line of Mountain Creek Parkway (a variable width right-of-way, 120-feet wide at this point, recorded in Volume 2002098, Page 2245 of the Deed Records of Dallas County, Texas); said point being the southeast corner of that certain tract of land described as "Parcel I" in Special Warranty Deed to Mountain Creek Business Park Association, Inc. recorded in Volume 2003009, Page 7341 of said Deed Records;

THENCE, in a northeasterly direction, departing the said north line of Interstate Highway 20 and along the said northwest line of Mountain Creek Parkway, the southeast line of said "Parcel I" and a southeast line of said "Tract 1", the following two (2) calls:

North 28 degrees, 23 minutes, 28 seconds East, at a distance of 164.42 feet passing the northeast corner of said "Parcel I" and the northernmost southeast corner of said "Tract 1", continuing along the said southeast line of "Tract 1" in all a total distance of 421.95 feet to a point at the beginning of a tangent curve to the left;

Along said curve to the left, having a central angle of 01 degrees, 33 minutes, 33 seconds, a radius of 1,140.00 feet, a chord bearing and distance of North 27 degrees, 36 minutes, 41 seconds East, 31.02 feet, an arc distance of 31.02 feet to the POINT OF BEGINNING (not monumented);

THENCE, North 64 degrees, 34 minutes, 32 seconds West, departing the said northwest line of Mountain Creek Parkway and the said southeast line of "Tract 1" and into said "Tract 1", a distance of 30.80 feet to a point at the beginning of a tangent curve to the left;

THENCE, in a northwesterly direction, continuing into said "Tract 1" and along said curve to the left, having a central angle of 16 degrees, 56 minutes, 33 seconds, a radius of 322.00 feet, a chord bearing and distance of North 73 degrees, 02 minutes, 48 seconds West, 94.87 feet, an arc distance of 95.22 feet to a point at the end of said curve;

THENCE, North 81 degrees, 31 minutes, 04 seconds West, continuing into said "Tract 1", a distance of 80.60 feet to a point at the beginning of a tangent curve to the left;

THENCE, in a westerly direction, continuing into said "Tract 1" and along said curve to the left, having a central angle of 21 degrees, 59 minutes, 20 seconds, a radius of 290.00 feet, a chord bearing and distance of South 87 degrees, 29 minutes, 16 seconds West, 110.61 feet, an arc distance of 111.30 feet to a point at the end of said curve; said point being the beginning of a reverse curve to the right;

THENCE, in a westerly direction, continuing into said "Tract 1" and along said curve to the right, having a central angle of 27 degrees, 03 minutes, 00 seconds, a radius of 155.00 feet, a chord bearing and distance of South 89 degrees, 58 minutes, 54 seconds West, 72.50 feet, an arc distance of 73.18 feet to a point at the end of said curve; said point being the beginning of a compound curve to the right;

THENCE, in a northerly direction, continuing into said "Tract 1" and along said curve to the right, having a central angle of 169 degrees, 52 minutes, 40 seconds, a radius of 60.00 feet, a chord bearing and distance of North 08 degrees, 28 minutes, 56 seconds East, 119.53 feet, at an arc distance of 81.02 feet passing the northeast line of said "Tract 1", the southwest line of said Lot 6 and the southwest line of said Cummins tract, then continuing into said Lot 6 and said Cummins tract in all a total arc distance of 177.90 feet to a point at the end of said curve; said point being the beginning of a compound curve to the right;

THENCE, in a southeasterly direction, continuing into said Lot 6 and said Cummins tract and along said curve to the right, having a central angle of 27 degrees, 03 minutes, 00 seconds, a radius of 155.00 feet, a chord bearing and distance of South 73 degrees, 03 minutes, 14 seconds East, 72.50 feet, an arc distance of 73.18 feet to a point at the end of said curve; said point being the beginning of a reverse curve to the left;

THENCE, in a southeasterly direction, continuing into said Lot 6 and said Cummins tract and along said curve to the left, having a central angle of 21 degrees, 59 minutes, 20 seconds, a radius of 290.00 feet, a chord bearing and distance of South 70 degrees, 31 minutes, 24 seconds East, 110.61 feet, an arc distance of 111.30 feet to a point at the end of said curve;

THENCE, South 81 degrees, 31 minutes, 04 seconds East, continuing into said Lot 6 and said Cummins tract, a distance of 80.60 feet to a point at the beginning of a tangent curve to the right;

THENCE, in a southeasterly direction, continuing into said Lot 6 and said Cummins tract and along said curve to the right, having a central angle of 16 degrees, 56 minutes, 33 seconds, a radius of 378.00 feet, a chord bearing and distance of South 73 degrees, 02 minutes, 48 seconds East, 111.37 feet, an arc distance of 111.77 feet to a point at the end of said curve;

THENCE, South 64 degrees, 34 minutes, 32 seconds East, continuing into said Lot 6 and said Cummins tract, a distance of 30.80 feet to a point for corner in the said northwest line of Mountain Creek Parkway,

the southeast line of said Lot 6 and the southeast line of said Cummins tract; said point being in a non-tangent curve to the right;

THENCE, in a southwesterly direction, along the said northwest line of Mountain Creek Parkway, the said southeast line of Lot 6, the said southeast line of the Cummins tract and said curve to the right, having a central angle of 02 degrees, 48 minutes, 53 seconds, a radius of 1,140.00 feet, a chord bearing and distance of South 25 degrees, 25 minutes, 28 seconds West, 56.00 feet, at an arc distance of 28.00 feet passing the southernmost southeast corner of said Lot 6, the southernmost southeast corner of said Cummins tract and the northeast corner of said "Tract 1", then continuing along the said southeast line of "Tract 1" in all a total arc distance of 56.01 feet to the POINT OF BEGINNING;

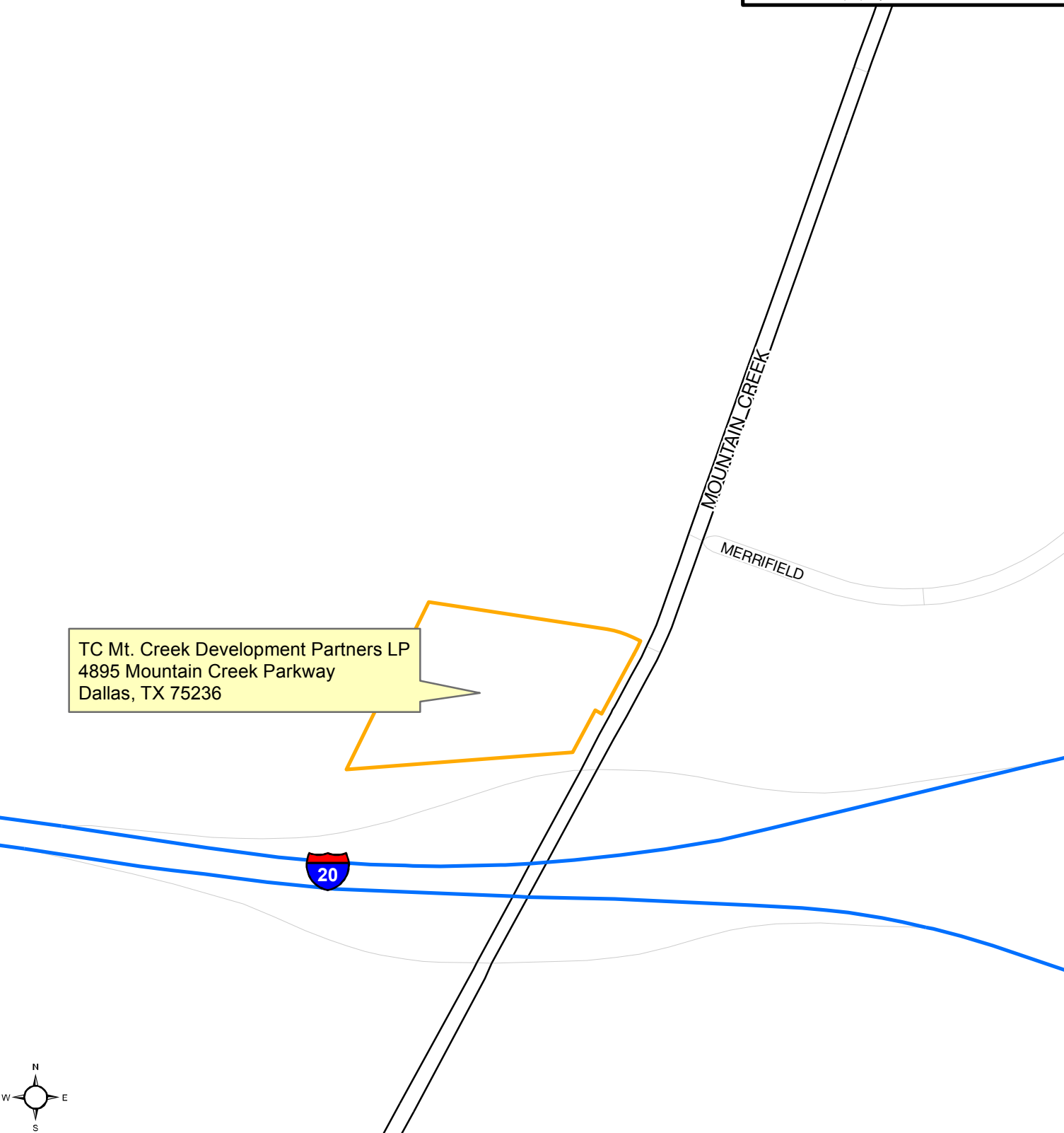
CONTAINING, 32,876 square feet or 0.755 acres of land, more or less.

SAVE AND EXCEPT that portion of the Easement description contained within the description of Tract I hereof.

Exhibit B: TC Mt. Creek Development Partners LP

0 0.025 0.05 0.1 Miles

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



DALLAS
ECONOMIC
DEVELOPMENT

Research & Information Division
214.670.1685
dallas-ecodev.org

Created 5.6.2015 - 15-05-05 Chris O'Brien SR.TCG

Legend

Site

Freeway

Arterial

Local Road

Source: City of Dallas, 2015

June 10, 2015

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

WHEREAS, on June 25, 2014, by Resolution No. 14-0993, City Council elected to continue its participation in tax abatement and the Public/Private Partnership Program Guidelines and Criteria governing tax abatement agreements to be entered by the City as required by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A. Tax Code, Chapter 312 (the "Act") by Resolution No. 12-1520 as amended; and

WHEREAS, on June 10, 2015, the City created the City of Dallas Neighborhood Empowerment Zone No. 3 (City of Dallas NEZ No. 3); and

WHEREAS, Title 12 of the Local Government Code, Section 378.002 requires that the creation of City of Dallas NEZ No. 3 promote (1) the creation or rehabilitation of affordable housing in the zone, or (2) an increase in economic development in the zone, or (3) an increase in the quality of social services, education or public safety provided to the residents of the zone; and

WHEREAS, the City finds that the Dallas NEZ No. 3 satisfies the requirements of Chapter 312.202 of the Property Redevelopment and Tax Abatement Act to permit tax abatements for eligible properties; and

WHEREAS, Title 12 of the Local Government Code, Section 378.004 empowers municipalities to enter into agreements abating municipal property taxes on property in the zone subject to the duration limits of Section 312.2004, Tax Code; and

WHEREAS, TC MT. CREEK DEVELOPMENT PARTNERS, LP proposes to develop a warehouse within Dallas NEZ No. 3, thereby promoting economic development, job creation and increased business activity in the zone; and

WHEREAS, the City desires to enter into a real property tax abatement agreement with TC MT. CREEK DEVELOPMENT PARTNERS, LP for added value to real property located within City of Dallas NEZ No. 2 as further described by the property Metes and Bounds attached as Exhibit A.

NOW, THEREFORE,

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

June 10, 2015

Section 1. That the City Manager upon approval as to form by the City Attorney is hereby authorized to execute a real property tax abatement agreement with TC MT. CREEK DEVELOPMENT PARTNERS, LP for added value to the real property in accordance with the Act and the City's Public/Private Partnership Guidelines and Criteria.

Section 2. That the approval and execution of the tax abatement agreement by the City is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 3. That the real property which will be described in the tax abatement agreement, attached hereto as **Exhibit A (Metes and Bounds)** and depicted on the attached site map as **Exhibit B (Map - the "Property")**.

Section 4. That the tax abatement agreement shall provide, among other provisions, the following:

- (a) The Property subject to tax abatement shall be located entirely within Dallas NEZ No. 3, City of Dallas, Texas.
- (b) None of the Property subject to tax abatement is owned or leased by a member of the City Council of the City of Dallas or by a member of the City Plan Commission.
- (c) That the development of the Property will conform to all requirements of the City's zoning ordinance, and that the use of the Property is consistent with the general purpose of encouraging development or redevelopment in the reinvestment zone during the period the tax abatement is in effect.
- (d) The City will provide TC MT. CREEK DEVELOPMENT PARTNERS, LP a 75 percent abatement of the added value to the real property associated with the development for a period of eight years for real property located within Dallas NEZ No. 3 as provided in **Exhibit A (Metes and Bounds)**. The tax abatement will commence on or before January 1, 2017.
- (e) That in order for TC MT. CREEK DEVELOPMENT PARTNERS, LP to receive the tax abatement during any year of the agreement, it must document that a minimum of 70 percent of the facility is leased and occupied by one or more tenants by April 15 of each year of the agreement.
- (f) That should TC MT. CREEK DEVELOPMENT PARTNERS, LP meet the occupancy requirement and subsequently fail to meet the requirement for two (2) consecutive years, the abatement shall be terminated.

June 10, 2015

Section 4. (Continued)

- (g) That the proposed project shall result in a minimum investment of \$7,000,000 in real property improvements, including design, engineering and other hard and soft costs, and will be substantially completed by December 31, 2016. The Director of the Office of Economic Development may, at his sole discretion, extend the substantial completion date for a period up to six months for just cause.
- (h) A description of the nature, location and costs of all proposed improvements to the Property will be provided to the Office of Economic Development.
- (i) That access to the Property will be provided to allow for the inspection by City inspectors and officials to ensure that the improvements are made according to the specification and terms of the tax abatement agreement.
- (j) A requirement that the owner of the Property certify annually to the City that the owner is in compliance with each applicable term of the agreement.
- (k) That the Dallas City Council may terminate or modify the agreement if the property owner fails to comply with the agreement.
- (l) That the tax abatement agreement shall be personal to TC MT. CREEK DEVELOPMENT PARTNERS, LP and shall only be assignable upon written approval of the assignment by the City's Director of the Office of Economic Development.

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

EXHIBIT A

PROPERTY DESCRIPTION

TRACT I:

DESCRIPTION of a 10.738 acre tract of land situated in the John J. Blair Survey, Abstract No. 211 and the E.H. Paxton Survey, Abstract No. 1126, Dallas County, Texas; said tract being part of that certain tract of land described as "Tract 1" in Special Warranty Deed to Mt. Creek Investments, Ltd recorded in Instrument No. 200900337341 of the Official Public Records of Dallas County, Texas; said 10.738 acre tract being more particularly described as follows:

BEGINNING, at a "+" cut in concrete set for corner in the northwest line of Mountain Creek Parkway (a variable width right-of-way); said point being the southernmost corner of Lot 6, Block 211/6113, Dallas Maintenance Facility, an addition to the City of Dallas, Texas according to the plat recorded in Instrument No. 201400144031; said point also being in a non-tangent curve to the right;

THENCE, along the said northwest line of Mountain Creek Parkway, the following two (2) calls:

Along said curve to the right, having a central angle of 02 degrees, 57 minutes, 59 seconds, a radius of 1,140.00 feet, a chord bearing and distance of South 26 degrees, 54 minutes, 28 seconds West, 59.02 feet, an arc distance of 59.02 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set at the end of said curve;

South 28 degrees, 23 minutes, 28 seconds West, a distance of 257.53 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner; said point being the easternmost corner of that certain tract of land described as "Parcel I" in Special Warranty Deed to Mountain Creek Business Park Association, Inc. recorded in Volume 2003009, Page 7341 of the Deed Records of Dallas County, Texas;

THENCE, North 61 degrees, 36 minutes, 32 seconds West, departing the said northwest line of Mountain Creek Parkway and along the northeast line of said Mountain Creek Business Park tract, a distance of 28.00 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap set for corner; said point being the northernmost corner of said Mountain Creek Business Park tract;

THENCE, South 28 degrees, 23 minutes, 28 seconds West, along the northwest line of said Mountain Creek Business Park tract; a distance of 182.40 feet to a 1/2-inch iron rod found for corner in the north right-of-way line of Lyndon B. Johnson Freeway (Interstate Highway No. 20, a variable width right-of-way hereinafter referred to as IH20); said point being the westernmost corner of said Mountain Creek Business Park tract;

THENCE, South 85 degrees, 41 minutes, 32 seconds West, along the said north line of IH20, a distance of 866.01 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap found for corner; said point being the southwest corner of that certain tract of land described in Special Warranty Deed to ExTex Laporte L.P. recorded in Volume 2002082, Page 3283 of said Deed Records;

THENCE, North 26 degrees, 10 minutes, 33 seconds East, departing the said north line of IH20 and along a southeast line of said ExTex Laporte tract, a distance of 709.64 feet to a 1/2-inch iron rod with "PACHECO KOCH" cap for corner; said point being the southwest corner of said Lot 6;

THENCE, departing the said southeast line of the ExTex Laporte tract and along the south line of said Lot 6, the following three (3) calls:

South 81 degrees, 31 minutes, 04 seconds East, a distance of 691.84 feet to a "+" cut in concrete set at the beginning of a tangent curve to the right;

In a southeasterly direction, along said curve to the right, having a central angle of 16 degrees, 56 minutes, 33 seconds, a radius of 350.00 feet, a chord bearing and distance of South 73 degrees, 02 minutes, 48 seconds East, 103.12 feet, an arc distance of 103.50 feet to a "+" cut in concrete set at the end of said curve;

South 64 degrees, 34 minutes, 32 seconds East, a distance of 31.15 feet to the POINT OF BEGINNING;

CONTAINING, 467,765 square feet or 10.738 acres of land, more or less.

TRACT II:

Easement Estate created by Reciprocal Easement Agreement by and between Mt. Creek Investments, Ltd. and Cummins Southern Plains, LLC dated April 23, 2012, filed April 24, 2012, recorded in Instrument No. 201200117558, Official Public Records of Dallas County, Texas.

DESCRIPTION, of a 32,876 square foot (0.755 acre) tract of land situated in the John J. Blair Survey, Abstract No 211, Dallas County, Texas and in Block 6113, Official Numbers of the City of Dallas, Texas; said tract being part of Lot 6, Block 211/6113, Dallas Maintenance Facility an addition to the City of Dallas, Texas according to the plat recorded in Instrument No. 201400144031 of the Official Public Records of Dallas County, Texas, part of that certain tract of land described in Special Warranty Deed to Cummins Southern Plains, LLC recorded in Instrument No. 201200117557 of said Official Public Records and part of that certain tract of land described as "Tract 1" in Exhibit "A" of Special Warranty Deed to Mt. Creek Investments, Ltd. recorded in Instrument Number 200900337341 of said Official Public Records; said tract also being all of that certain tract of land described as Improvements in Exhibit C-1 in Reciprocal Easement Agreement recorded in Instrument No. 201200117558 of said Official Public Records; said 32,876 square foot (0.755 acre) tract being more particularly described as follows:

COMMENCING, at the intersection of the north right-of-way line of Interstate Highway 20 (a variable width right-of-way) and the northwest right-of-way line of Mountain Creek Parkway (a variable width right-of-way, 120-feet wide at this point, recorded in Volume 2002098, Page 2245 of the Deed Records of Dallas County, Texas); said point being the southeast corner of that certain tract of land described as "Parcel I" in Special Warranty Deed to Mountain Creek Business Park Association, Inc. recorded in Volume 2003009, Page 7341 of said Deed Records;

THENCE, in a northeasterly direction, departing the said north line of Interstate Highway 20 and along the said northwest line of Mountain Creek Parkway, the southeast line of said "Parcel I" and a southeast line of said "Tract 1", the following two (2) calls:

North 28 degrees, 23 minutes, 28 seconds East, at a distance of 164.42 feet passing the northeast corner of said "Parcel I" and the northernmost southeast corner of said "Tract 1", continuing along the said southeast line of "Tract 1" in all a total distance of 421.95 feet to a point at the beginning of a tangent curve to the left;

Along said curve to the left, having a central angle of 01 degrees, 33 minutes, 33 seconds, a radius of 1,140.00 feet, a chord bearing and distance of North 27 degrees, 36 minutes, 41 seconds East, 31.02 feet, an arc distance of 31.02 feet to the POINT OF BEGINNING (not monumented);

THENCE, North 64 degrees, 34 minutes, 32 seconds West, departing the said northwest line of Mountain Creek Parkway and the said southeast line of "Tract 1" and into said "Tract 1", a distance of 30.80 feet to a point at the beginning of a tangent curve to the left;

THENCE, in a northwesterly direction, continuing into said "Tract 1" and along said curve to the left, having a central angle of 16 degrees, 56 minutes, 33 seconds, a radius of 322.00 feet, a chord bearing and distance of North 73 degrees, 02 minutes, 48 seconds West, 94.87 feet, an arc distance of 95.22 feet to a point at the end of said curve;

THENCE, North 81 degrees, 31 minutes, 04 seconds West, continuing into said "Tract 1", a distance of 80.60 feet to a point at the beginning of a tangent curve to the left;

THENCE, in a westerly direction, continuing into said "Tract 1" and along said curve to the left, having a central angle of 21 degrees, 59 minutes, 20 seconds, a radius of 290.00 feet, a chord bearing and distance of South 87 degrees, 29 minutes, 16 seconds West, 110.61 feet, an arc distance of 111.30 feet to a point at the end of said curve; said point being the beginning of a reverse curve to the right;

THENCE, in a westerly direction, continuing into said "Tract 1" and along said curve to the right, having a central angle of 27 degrees, 03 minutes, 00 seconds, a radius of 155.00 feet, a chord bearing and distance of South 89 degrees, 58 minutes, 54 seconds West, 72.50 feet, an arc distance of 73.18 feet to a point at the end of said curve; said point being the beginning of a compound curve to the right;

THENCE, in a northerly direction, continuing into said "Tract 1" and along said curve to the right, having a central angle of 169 degrees, 52 minutes, 40 seconds, a radius of 60.00 feet, a chord bearing and distance of North 08 degrees, 28 minutes, 56 seconds East, 119.53 feet, at an arc distance of 81.02 feet passing the northeast line of said "Tract 1", the southwest line of said Lot 6 and the southwest line of said Cummins tract, then continuing into said Lot 6 and said Cummins tract in all a total arc distance of 177.90 feet to a point at the end of said curve; said point being the beginning of a compound curve to the right;

THENCE, in a southeasterly direction, continuing into said Lot 6 and said Cummins tract and along said curve to the right, having a central angle of 27 degrees, 03 minutes, 00 seconds, a radius of 155.00 feet, a chord bearing and distance of South 73 degrees, 03 minutes, 14 seconds East, 72.50 feet, an arc distance of 73.18 feet to a point at the end of said curve; said point being the beginning of a reverse curve to the left;

THENCE, in a southeasterly direction, continuing into said Lot 6 and said Cummins tract and along said curve to the left, having a central angle of 21 degrees, 59 minutes, 20 seconds, a radius of 290.00 feet, a chord bearing and distance of South 70 degrees, 31 minutes, 24 seconds East, 110.61 feet, an arc distance of 111.30 feet to a point at the end of said curve;

THENCE, South 81 degrees, 31 minutes, 04 seconds East, continuing into said Lot 6 and said Cummins tract, a distance of 80.60 feet to a point at the beginning of a tangent curve to the right;

THENCE, in a southeasterly direction, continuing into said Lot 6 and said Cummins tract and along said curve to the right, having a central angle of 16 degrees, 56 minutes, 33 seconds, a radius of 378.00 feet, a chord bearing and distance of South 73 degrees, 02 minutes, 48 seconds East, 111.37 feet, an arc distance of 111.77 feet to a point at the end of said curve;

THENCE, South 64 degrees, 34 minutes, 32 seconds East, continuing into said Lot 6 and said Cummins tract, a distance of 30.80 feet to a point for corner in the said northwest line of Mountain Creek Parkway,

the southeast line of said Lot 6 and the southeast line of said Cummins tract; said point being in a non-tangent curve to the right;

THENCE, in a southwesterly direction, along the said northwest line of Mountain Creek Parkway, the said southeast line of Lot 6, the said southeast line of the Cummins tract and said curve to the right, having a central angle of 02 degrees, 48 minutes, 53 seconds, a radius of 1,140.00 feet, a chord bearing and distance of South 25 degrees, 25 minutes, 28 seconds West, 56.00 feet, at an arc distance of 28.00 feet passing the southernmost southeast corner of said Lot 6, the southernmost southeast corner of said Cummins tract and the northeast corner of said "Tract 1", then continuing along the said southeast line of "Tract 1" in all a total arc distance of 56.01 feet to the POINT OF BEGINNING;

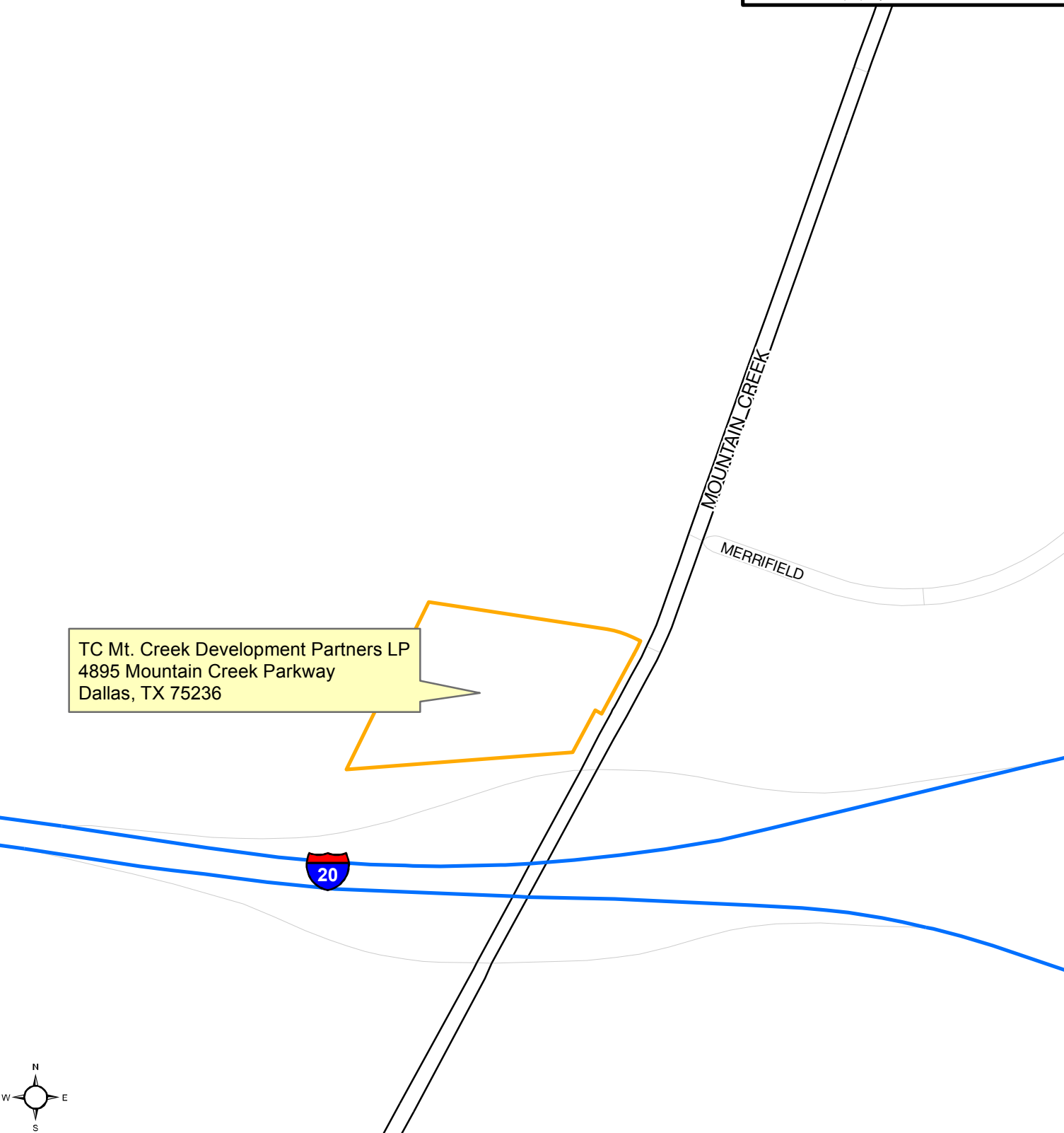
CONTAINING, 32,876 square feet or 0.755 acres of land, more or less.

SAVE AND EXCEPT that portion of the Easement description contained within the description of Tract I hereof.

Exhibit B: TC Mt. Creek Development Partners LP

0 0.025 0.05 0.1 Miles

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



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Created 5.6.2015 - 15-05-05 Chris O'Brien SR.TCG

Legend



Site



Freeway

— Arterial

— Local Road

Source: City of Dallas, 2015

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 14

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45Q

SUBJECT

Extension of Public Parking Lease Agreement at DalPark Garage

- * Authorize an extension to the Parking Agreement with DalPark Partners, Ltd, owner of the DalPark Garage, previously authorized by Resolution No. 03-1923 on June 25, 2003, and previously amended by Resolution No. 10-1352 on May 26, 2010, in Tax Increment Financing Reinvestment Zone Number Five (City Center TIF District) for the lease of 150 public parking spaces in the DalPark Garage for an additional five-year period commencing July 1, 2015 (pursuant to the Option Term previously authorized by Resolution No. 10-1352) in an amount not to exceed \$900,000 (not to exceed \$15,000 monthly) – Not to exceed \$900,000 - Financing: City Center TIF District Funds
- * Authorize the receipt and deposit of all of the City's share of monthly parking revenues (estimated monthly average parking revenue of \$11,666) from DalPark Partners, Ltd during the additional five-year period commencing July 1, 2015 - Estimated Parking Revenue: \$700,000

BACKGROUND

On May 9, 2001, pursuant to Resolution No. 01-1485, the City Council approved the City Center TIF District Parking Strategy to address short- and long-term parking needs and policies in the downtown core area. The study: (1) determined that the existing supply of public parking was insufficient to meet the growing customer demand in the Main Street Retail Initiative Area, (2) recommended parking lease agreements to be a lower-cost, shorter-term strategy for utilizing the existing parking supply more efficiently, and (3) identified and prioritized the DalPark Garage as a parking facility that could help to satisfy the need for convenient parking in the downtown core area. The DalPark Garage (1600 Commerce Street) is located at the southwest corner of Commerce Street and Ervay Street and is across the street from the Neiman Marcus flagship store.

BACKGROUND (Continued)

On June 25, 2003, pursuant to Resolution No. 03-1923, the City Council authorized a seven-year public parking lease agreement ("Parking Agreement") in an amount not to exceed \$1,695,000 with Central Parking System of Texas, Inc. for the lease of 225 public parking spaces ("TIF spaces") and for \$81,000 in leasehold improvements in the DalPark Garage for the period July 1, 2003 to June 30, 2010. This parking lease agreement supplemented the on-street parking provided in the area and was set up to be priced at the same level as the on-street metered spaces.

On April 1, 2007, the Parking Agreement between the City of Dallas and Central Parking System of Texas, Inc. was assigned to DalPark Partners, Ltd.

For the period July 1, 2003 to June 30, 2010, over 430,000 vehicles were reported to have utilized the 225 TIF spaces in the DalPark Garage. During that period, the City's share of revenues from the 225 TIF spaces was \$471,373 (an average of \$67,339 per year) and the City's cost to lease the 225 TIF spaces was \$1,284,336 (an average of \$183,477 per year), thereby making the City's net cost during the seven-year period approximately \$812,963 (an average of \$116,138 per year).

In early 2010 during the economic recession, city staff, acknowledging the emerging success of the DalPark public parking program and recognizing that other options for conveniently located parking in the downtown core area were limited, renegotiated some of the terms of the Parking Agreement with DalPark Partners Ltd, thereby allowing the agreement to be extended for another five-year period (July 1, 2010 to June 30, 2015) in a manner that enabled the City to maintain the same level of parking services for approximately \$10,000 less per month.

On May 26, 2010, pursuant to Resolution No. 10-1352, the City Council authorized an amendment to the Parking Agreement with DalPark Partners, Ltd ("First Amendment"). The First Amendment included the following provisions: a reduction of the lease rate for TIF spaces from \$101.24 per month to \$90 per month (and a removal of the escalation clause); a reduction of the number of TIF spaces from 225 to 150 (and a corresponding adjustment of the City's share of gross revenues); an increase of the hourly rate charged for TIF spaces from \$1.00/hour to \$1.50/hour for the first four hours (to match the rate of nearby on-street parking meters); a requirement that the garage be open on Sundays; and an allocation of \$10,000 in TIF funds for signage modifications. The First Amendment also added an option for the City to extend the term for additional five year period commencing July 1, 2015.

BACKGROUND (Continued)

For the period July 1, 2010 to February 28, 2015 (a period of 4.94 years), with the increased success and vibrancy of the Main Street core area (e.g. The Joule; Main Street Garden), the DalPark public parking program has also continued to grow in success, with over 400,000 vehicles reported to have utilized the 150 TIF spaces in the DalPark Garage. During that period, the City's share of revenues from the 150 TIF spaces was \$582,905 (an average of \$117,901 per year) and the City's cost to lease the 150 TIF spaces was \$756,000 (an average of \$152,900 per year), thereby making the City's net cost during the 4.94-year period approximately \$173,095 (an average of \$35,011 per year). Over the past two years, the DalPark public parking program has financially approached the break-even point.

Per the First Amendment, the City, in its sole discretion, has the option to exercise an extension for one additional five-year term for the period commencing July 1, 2015 and ending on June 30, 2020 for the lease of 150 transient public parking spaces in the DalPark Garage at a rate of \$100 per space per month (total cost per year of \$180,000). In comparison to current monthly rates for reserved parking in other garages in downtown, the rate of \$100 per space per month is very competitive. If the City does not exercise this opportunity for a five-year extension, these 150 spaces are likely to become unavailable for short-term public parking (i.e. contractually reserved by another private entity). As such, Staff is recommending authorization for the City to exercise this five-year extension in an amount not to exceed \$900,000 (not to exceed \$15,000 monthly).

The total cost of the project over the five-year extension will be \$900,000 and will be offset by collections of the City's share of the future revenues (estimated to total approximately \$700,000 - \$770,000) to be generated by the 150 TIF spaces. Therefore, the City's *net* cost over the five-year extension is estimated to total approximately \$130,000 - \$200,000 (an average of \$26,000 - \$40,000 per year).

The Parking Initiatives Set-Aside (a specific line item in the City Center TIF District budget) will be used to fund the five-year extension. The City's share of revenues generated by the 150 TIF spaces will be remitted back to the City Center TIF District and deposited into the Parking Initiatives Set-Aside budget line item. Should the projected revenues fall below an amount to sustain the costs projected for the next contract year, the Parking Agreement may be terminated with one-year written notice by either party.

All other terms of the Parking Agreement, as amended, not expressly amended hereby shall remain in full force and effect.

BACKGROUND (Continued)

In April 2011, City Council adopted the Downtown Dallas Parking Strategic Plan in conjunction with the Downtown Dallas 360 Plan. With the Downtown Dallas Parking Strategic Plan, a parking demand model was developed and reaffirmed the presence of a localized parking supply deficit in the Main Street core area. In late 2015, a process will be initiated to update the Downtown Dallas 360 Plan. Based on recommendations that may arise from the updated study, parking rates and signage for the TIF spaces in the DalPark Garage may be adjusted to conform to any revisions to the Downtown Dallas Parking Strategic Plan in the future.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 26, 1996, City Council pursuant to Ordinance No. 22802 established Tax Increment Financing Reinvestment Zone Number Five, City of Dallas, Texas ("City Center TIF District").

On February 12, 1997, City Council pursuant to Ordinance No. 23034 approved the final City Center TIF District Project Plan and Reinvestment Zone Financing Plan ("Project and Financing Plan") for the City Center TIF District.

On May 9, 2001, City Council pursuant to Resolution No. 01-1485 approved the City Center TIF District Parking Strategy.

On June 25, 2003, City Council pursuant to Resolution No. 03-1923 authorized a seven-year parking agreement ("Parking Agreement") with Central Parking System of Texas, Inc. for the lease of 225 public parking spaces ("TIF Spaces") and leasehold improvements in the DalPark Garage located at 1600 Commerce Street in the City Center TIF District.

On May 26, 2010, City Council pursuant to Resolution No. 10-1352 authorized an amendment to Resolution No. 03-1923 and continued TIF participation for public parking located in the DalPark Garage.

On April 9, 2015, the City Center TIF District Board of Directors recommended (1) City Council authorization to extend the term of the Parking Agreement with DalPark Partners, Ltd, owner of the DalPark Garage, for the lease of 150 public parking spaces in the DalPark Garage for an additional five-year period commencing July 1, 2015 (pursuant to the Option Term previously authorized by Resolution No. 10-1352) in an amount not to exceed \$900,000 (not to exceed \$15,000 monthly) and (2) receipt and deposit of all of the City's share of future parking revenues (estimated monthly average parking revenue of \$11,666 per month) generated by the 150 TIF spaces in the DalPark Garage.

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

On June 1, 2015, a memo will be submitted to the Economic Development Committee regarding recommended City Council authorization to extend the term of the Parking Agreement with DalPark Partners, Ltd, owner of the DalPark Garage, for the lease of 150 public parking spaces in the DalPark Garage for an additional five-year period commencing July 1, 2015 (pursuant to the Option Term previously authorized by Resolution No. 10-1352) in an amount not to exceed \$900,000 (not to exceed \$15,000 monthly) and (2) receipt and deposit of all of the City's share of future parking revenues (estimated monthly average parking revenue of \$11,666 per month) generated by the 150 TIF spaces in the DalPark Garage.

FISCAL INFORMATION

\$900,000 – City Center TIF District Funds

\$700,000 – Estimated Revenue

OWNER

DalPark Partners, Ltd (Texas Limited Partnership)

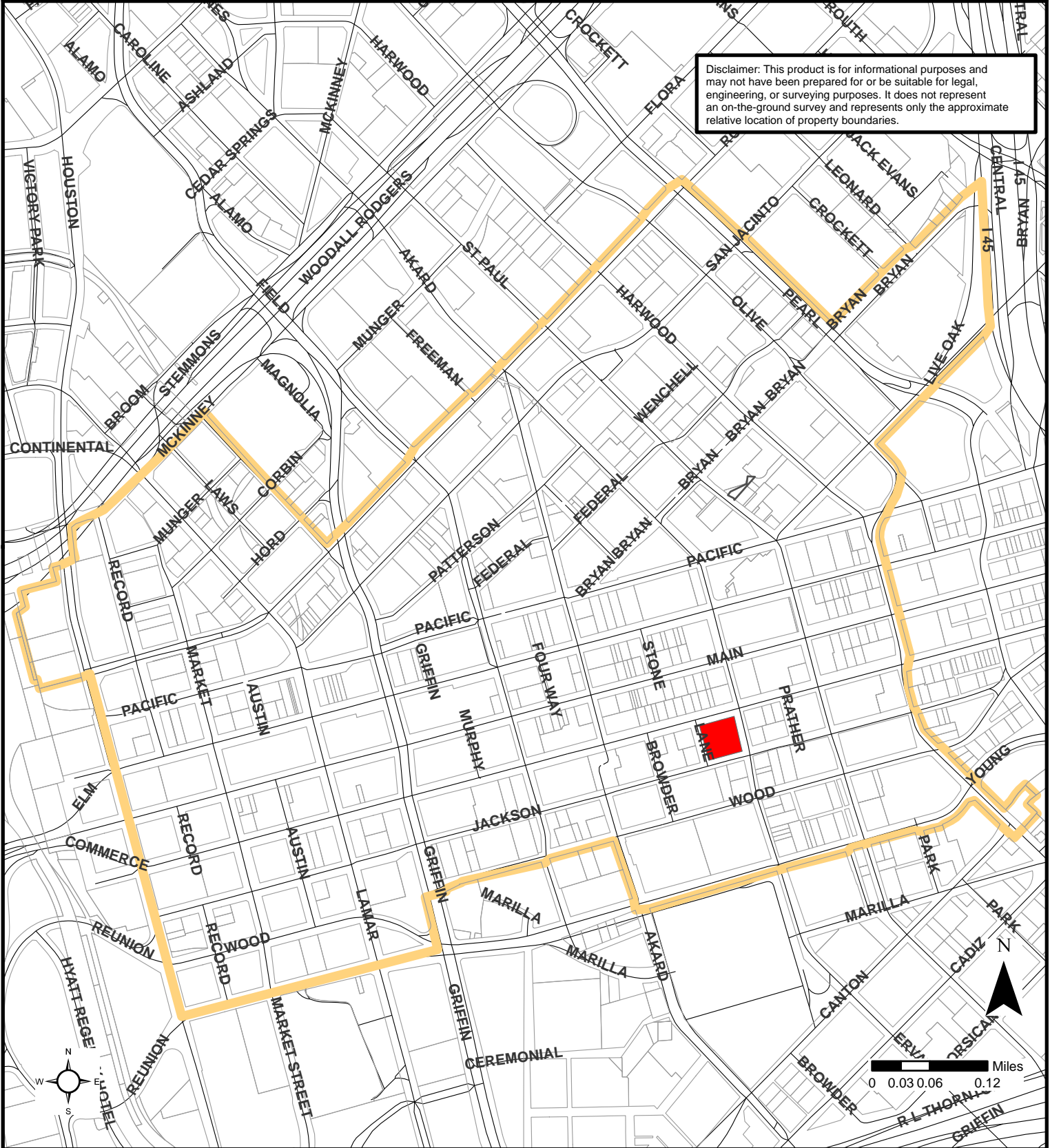
My Parking Corporation (General Partner)

John C. Tatum, Jr., President

MAP

Attached.

**DalPark Garage
City Center TIF District**





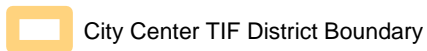
**DALLAS
ECONOMIC
DEVELOPMENT**

Area Redevelopment Division
214.670.1685
dallas-ecodev.org

Area Redevelopment Division
214.670.1685
dallas-ecodev.org

Legend

-  City Center TIF District Boundary
-  DalPark Garage



City Center TIF District Boundary



DalPark Garage

June 10, 2015

WHEREAS, the City recognizes the important of its role in local economic development; and

WHEREAS, on June 26, 1996, City Council pursuant to Ordinance No. 22802 established Tax Increment Financing Reinvestment Zone Number Five, City of Dallas, Texas ("City Center TIF District"), in accordance with the Tax Increment Financing Act, as amended (Chapter 311, Tax Code, hereafter the "Act") to promote development and redevelopment in the City Center area through the use of tax increment financing; and

WHEREAS, on February 12, 1997, City Council pursuant to Ordinance No. 23034 authorized the final City Center TIF District Project Plan and Reinvestment Zone Financing Plan ("Project and Financing Plan") for the City Center TIF District, as amended; and

WHEREAS, the Project and Financing Plan specifically identifies parking improvements as eligible expenditures of the City Center TIF District Fund; and

WHEREAS, on May 9, 2001, City Council pursuant to Resolution No. 01-1485 authorized the City Center TIF District Parking Strategy; and

WHEREAS, on June 25, 2003, City Council pursuant to Resolution No. 03-1923 authorized a seven-year parking agreement ("Parking Agreement") with Central Parking System of Texas, Inc. for the lease of 225 public parking spaces ("TIF Spaces") and for \$81,000 in leasehold improvements in the DalPark Garage located at 1600 Commerce Street in the City Center TIF District; and

WHEREAS, on April 1, 2007, the Parking Agreement between the City of Dallas and Central Parking System of Texas, Inc. was assigned to DalPark Partners, Ltd; and

WHEREAS, on May 26, 2010, City Council pursuant to Resolution No. 10-1352 authorized an amendment to Resolution No. 03-1923 and continued TIF participation for public parking located in the DalPark Garage; and

WHEREAS, Resolution No. 10-1352 authorized the City's lease from DalPark Partners, Ltd. of 150 TIF spaces in the DalPark Garage for public short-term parking and extended the term of the Parking Agreement for five years with an option to extend the term for an additional five years to serve visitors and retail customers in the City Center TIF District; and

June 10, 2015

WHEREAS, on April 9, 2015, the City Center TIF District Board of Directors recommended City Council authorization to extend the term of the Parking Agreement for the 150 TIF spaces in the DalPark Garage for an additional five-year period commencing July 1, 2015 (pursuant to the Option Term previously authorized by Resolution No. 10-1352), including a rental rate not to exceed \$900,000 (not to exceed \$15,000 monthly); and

WHEREAS, the existing supply of public parking is insufficient to meet the growing demand by visitors and retail customers in the Main Street Retail Initiative Area of the City Center TIF District; and

WHEREAS, the City desires to continue leasing 150 parking spaces in the DalPark Garage from DalPark Partners, Ltd., for public short-term parking and extend the term of the Parking Agreement for an additional five-year period commencing July 1, 2015 (pursuant to the Option Term previously authorized by Resolution No. 10-1352) to continue to serve visitors and retail customers in the Main Street Retail Initiative Area of the City Center TIF District.

NOW THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a five-year extension to the Parking Agreement with DalPark Partners, Ltd., for the lease of 150 public parking spaces in the DalPark Garage for the period commencing July 1, 2015 and ending June 30, 2020 (pursuant to the Option Term previously authorized by Resolution No. 10-1352) to continue to serve visitors and retail customers in the Main Street Retail Initiative Area of the City Center TIF District.

Section 2. That Key provisions of the extension include:

Term: 5 years (July 1, 2015 – June 30, 2020);

Rental rate: \$100 per space, per month;

Total cost: \$900,000 for the lease of 150 TIF spaces;

Termination: Either party can terminate the Parking Agreement with one-year written notice; and

All other terms of the Parking Agreement, as amended, not expressly amended hereby shall remain in full force and effect.

June 10, 2015

Section 3. That the Chief Financial Officer is hereby authorized to distribute funds in accordance with the five-year extension to the Parking Agreement from:

Year One of extension period commencing July 1, 2015 City Center TIF District Fund Fund 0035, Department ECO, Unit Q020, Object 3330, Activity TCCN, Encumbrance No. PDDEVQ020F118-08 Vendor No. VC0000002623 in an amount not to exceed	\$180,000
Year Two of extension period commencing July 1, 2016 City Center TIF District Fund Fund 0035, Department ECO, Unit Q020, Object 3330 Activity TCCN, Encumbrance No. PDDEVQ020F118-09 Vendor No. VC0000002623 in an amount not to exceed	\$180,000
Year Three of extension period commencing July 1, 2017 City Center TIF District Fund Fund 0035, Department ECO, Unit Q020 Object 3330, Activity TCCN, Encumbrance No. PDDEVQ020F118-10 Vendor No. VC0000002623 in an amount not to exceed	\$180,000
Year Four of extension period commencing July 1, 2018 City Center TIF District Fund Fund 0035, Department ECO, Unit Q020, Object 3330, Activity TCCN, Encumbrance No. PDDEVQ020F118-11 Vendor No. VC0000002623 in an amount not to exceed	\$180,000
Year Five of extension period commencing July 1, 2019 City Center TIF District Fund Fund 0035, Department ECO, Unit Q020, Object 3330, Activity TCCN, Encumbrance No. PDDEVQ020F118-12 Vendor No. VC0000002623 in an amount not to exceed	<u>\$180,000</u>
Total	\$900,000

Section 4. That the Chief Financial Officer is hereby authorized to disburse monthly payments on the first day of each month during the five-year extension to the Parking Agreement as follows:

July 1, 2015 – June 30, 2020: \$100 per space per month (\$15,000 per month for 150 spaces)

June 10, 2015

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

June 10, 2015

WHEREAS, the City recognizes the important of its role in local economic development; and

WHEREAS, on June 26, 1996, City Council pursuant to Ordinance No. 22802 established Tax Increment Financing Reinvestment Zone Number Five, City of Dallas, Texas ("City Center TIF District"), in accordance with the Tax Increment Financing Act, as amended (Chapter 311, Tax Code, hereafter the "Act") to promote development and redevelopment in the City Center area through the use of tax increment financing; and

WHEREAS, on February 12, 1997, City Council pursuant to Ordinance No. 23034 authorized the final City Center TIF District Project Plan and Reinvestment Zone Financing Plan ("Project and Financing Plan") for the City Center TIF District, as amended; and

WHEREAS, the Project and Financing Plan specifically identifies parking improvements as eligible expenditures of the City Center TIF District Fund; and

WHEREAS, on May 9, 2001, City Council pursuant to Resolution No. 01-1485 authorized the City Center TIF District Parking Strategy; and

WHEREAS, on June 25, 2003, City Council pursuant to Resolution No. 03-1923 authorized a seven-year parking agreement ("Parking Agreement") with Central Parking System of Texas, Inc. for the lease of 225 public parking spaces ("TIF Spaces") and for \$81,000 in leasehold improvements in the DalPark Garage located at 1600 Commerce Street in the City Center TIF District; and

WHEREAS, on April 1, 2007, the Parking Agreement between the City of Dallas and Central Parking System of Texas, Inc. was assigned to DalPark Partners, Ltd; and

WHEREAS, on May 26, 2010, City Council pursuant to Resolution No. 10-1352 authorized an amendment to Resolution No. 03-1923 and continued TIF participation for public parking located in the DalPark Garage; and

WHEREAS, Resolution No. 10-1352 authorized the City's lease from DalPark Partners, Ltd. of 150 TIF spaces in the DalPark Garage for public short-term parking and extended the term of the Parking Agreement for five years with an option to extend the term for an additional five years to serve visitors and retail customers in the City Center TIF District; and

June 10, 2015

WHEREAS, on April 9, 2015, the City Center TIF District Board of Directors recommended City Council authorization to extend the term of the Parking Agreement for the 150 TIF spaces in the DalPark Garage for an additional five-year period commencing July 1, 2015 (pursuant to the Option Term previously authorized by Resolution No. 10-1352), including a rental rate not to exceed \$900,000 (not to exceed \$15,000 monthly); and

WHEREAS, the existing supply of public parking is insufficient to meet the growing demand by visitors and retail customers in the Main Street Retail Initiative Area of the City Center TIF District; and

WHEREAS, the City desires to continue leasing 150 parking spaces in the DalPark Garage from DalPark Partners, Ltd. for public short-term parking and extend the term of the Parking Agreement for an additional five-year period commencing July 1, 2015 (pursuant to the Option Term previously authorized by Resolution No. 10-1352) to continue to serve visitors and retail customers in the Main Street Retail Initiative Area of the City Center TIF District.

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a five-year extension to the Parking Agreement with DalPark Partners, Ltd. for the lease of 150 public parking spaces in the DalPark Garage for the period commencing July 1, 2015 and ending June 30, 2020 (pursuant to the Option Term previously authorized by Resolution No. 10-1352) to continue to serve visitors and retail customers in the Main Street Retail Initiative Area of the City Center TIF District.

Section 2. That the Chief Financial Officer is hereby authorized to receive and deposit all of the City's share of monthly parking revenues (estimated monthly average parking revenue of \$11,666) from DalPark Partners, Ltd. into the Parking Initiative Set-Aside budget line item in the City Center TIF District: Fund 0035, Department ECO, Unit Q020, Activity TCCN, Revenue Source 7841 in an amount to be determined based on actual collection of the City's share of future revenues generated by the 150 TIF spaces in the DalPark Garage during the five-year extension period commencing July 1, 2015.

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 6

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 11A B C D E F G H J K L M N P Q R

SUBJECT

Authorize an amendment to the development agreement with Billingsley LD, Ltd., for Cypress Waters Phase I to: **(1)** redirect approximately \$206,681 in savings from roadways to the temporary public safety building; **(2)** extend the deadlines for completion of the improvements and the execution of an operating and maintenance agreement for Phase I by seven months from December 31, 2014 to July 31, 2015; and **(3)** make minor design changes to the location of the private development and the final design of the public improvements - Financing: No cost consideration to the City

BACKGROUND

The first phase of the proposed development in Cypress Waters is 673 units of multi-family construction and related public infrastructure. Of these, 135 units are required to be set aside as affordable units for 15 years in compliance with the District's Mixed Income Policy. Cypress Waters Phase I has exceeded the goal and currently has 139 units occupied by qualifying families. Cypress Waters Phase I is being developed by Billingsley LD, Ltd., an affiliate of Billingsley Company, which also developed One Arts Plaza and Gramercy Park in Dallas.

Cypress Waters Phase I is nearly complete. The apartment buildings received the final certificates of occupancy between February and December 2014. The required public safety building received a temporary certificate of occupancy in December 2014 and is expected to receive its final CO no later than July 2015. Billingsley is requesting an extension of the required final CO date by seven months, from December 31, 2014 to July 30, 2015.

Part of the requirements for this first phase included a temporary public safety building to house both police and fire services. During planning and construction of this building, it was determined that additional services and functionality outside of the original scope were needed. These requirements added additional cost. The developer has requested to move cost savings from the roadway construction to the police/fire public safety building.

BACKGROUND (Continued)

In addition to these two changes, the developer has requested some minor updates to the required design and location of the public improvements as specified in the development agreement. The final design remains true to the intent of the original conceptual drawings.

Since the time of the original approval, Billingsley has invested more than \$135 million in currently under construction or recently completed development in the district.

ESTIMATED SCHEDULE OF PROJECT

Began Construction	January 2012
Amended Completion	July 2015

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 26, 2010, pursuant to Resolution No. 10-1348 City Council authorized the Cypress Waters Memorandum of Understanding ("MOU") to outline the strategies, future steps and conditions for the development of Cypress Waters. In addition to the creation of the Cypress Waters TIF District, the City consented to the creation of the Cypress Waters MMD pursuant to the strategies outlined in the MOU and the commitments made by the developer therein.

On December 8, 2010, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Nineteen, the Cypress Waters TIF District by Ordinance No. 28074, as amended.

On June 8, 2011, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Cypress Waters TIF District by Ordinance No. 28224.

On June 8, 2011, City Council authorized a development agreement and declared the intent of the Cypress Waters TIF District to reimburse Billingsley LD, Ltd., in an amount not to exceed \$9,757,267 plus an additional grant to provide funding in consideration of the development of Cypress Waters Phase I by Resolution Nos. 11-1547 and 11-1548.

On May 11, 2015, the Cypress Waters TIF District Board of Directors recommended that these amendments be approved.

On June 1, 2015, the Economic Development Committee was briefed regarding amendments to Cypress Waters Phase I in the Cypress Waters TIF District.

FISCAL INFORMATION

No cost consideration to the City

OWNER

Billingsley LD, Ltd., a limited partnership

Lucy Billingsley
Partner

DEVELOPER

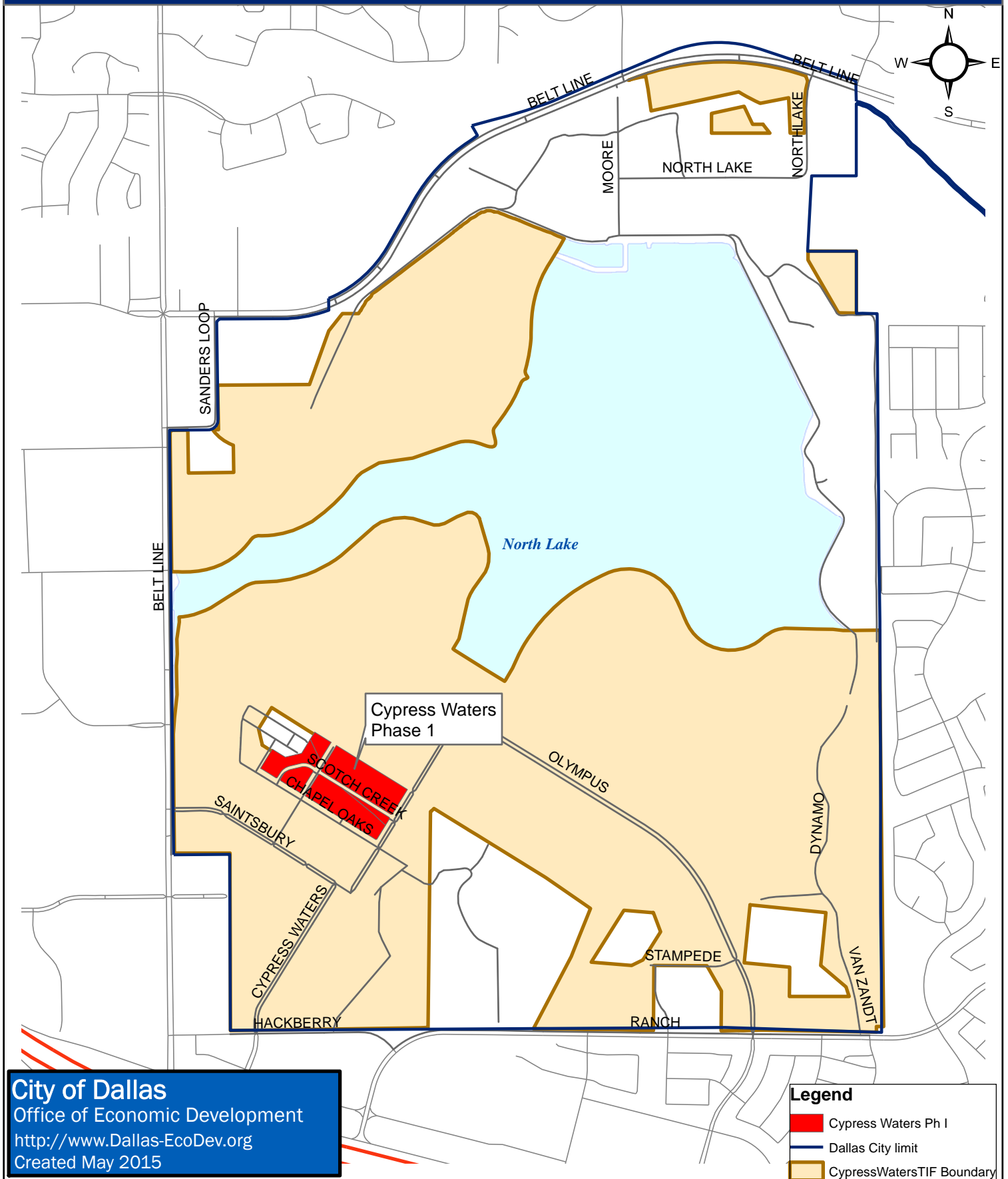
Billingsley LD, Ltd., a limited partnership

Lucy Billingsley
Partner

MAP

Attached.

Cypress Waters - Phase I Location Map



City of Dallas

Office of Economic Development

<http://www.Dallas-EcoDev.org>

Created May 2015

June 10, 2015

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

WHEREAS, on December 8, 2010, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Nineteen (the Cypress Waters TIF District) in accordance with the Tax Increment Financing Act, as amended, V.T.C.A. Texas Tax Code, Chapter 311 (the "Act") to promote development and redevelopment in the District through the use of tax increment financing by Ordinance No. 28074; and

WHEREAS, on June 8, 2011, City Council authorized the Cypress Waters TIF District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 28224; and

WHEREAS, on June 8, 2011, City Council authorized a development agreement and declared the intent of the Cypress Waters TIF District to reimburse Billingsley LD, Ltd., in an amount not to exceed \$9,757,267 plus an additional grant to provide funding in consideration of the development of Cypress Waters Phase I by Resolution Nos. 11-1547 and 11-1548; and

WHEREAS, on May 11, 2015, the Cypress Waters TIF District Board of Directors accepted the proposed modification of the terms of the development agreement and provided a recommendation to the City Council for an amendment to Resolution No 11-1547; and

WHEREAS, on June 1, 2015, the Economic Development Committee was briefed on the proposed development agreement amendments and recommended approval; and

WHEREAS, in furtherance of the Cypress Waters TIF District Project Plan and Reinvestment Zone Financing Plan and to promote within the Cypress Waters TIF District: (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to continue to provide economic incentives and an economic development grant to the Owner for the construction of the Cypress Waters Phase I project located north east quadrant of South Belt Line Road and Hackberry Road in the Cypress Waters TIF District.

NOW, THEREFORE,

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

June 10, 2015

Section 1. That the City Manager, upon approval as to form by the City Attorney is hereby authorized to execute certain amendments to the reimbursement conditions for the development agreement with Billingsley LD, Ltd., (Owner) for Cypress Waters Phase I (Project) to: (1) redirect approximately \$206,681 in savings from roadways to the temporary public safety building; (2) extend the deadlines for completion of the improvements and the execution of an operating and maintenance agreement for Phase I by seven months from December 31, 2014 to July 31, 2015; and (3) make minor design changes to the location of the private development and the final design of the public improvements

Section 2. That the City Manager, upon approval as to form by the City Attorney is hereby authorized to amend Resolution No. 11-1547, as follows:

Section 1 of Resolution No. 11-1547 shall be amended to read as follows:

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a development agreement between Billingsley LD, Ltd. (the "Owner") and the City of Dallas, on behalf of the Cypress Waters TIF District to (a) confirm the Cypress Waters TIF District Board of Director's dedication of future tax increment revenues in a principal amount not to exceed \$9,757,267 plus an additional grant to provide funding for TIF-eligible project costs as shown in Exhibit B-1. These costs include, but are not limited to, design, engineering, construction management, and professional services related to infrastructure improvements and temporary public safety building construction in support of Cypress Waters Phase I as part of the implementation of the Cypress Waters TIF District Project Plan and Reinvestment Zone Financing Plan; (b) participate in the construction costs of certain water infrastructure improvements not to exceed thirty percent (30%) of the actual contract costs for such water and wastewater infrastructure improvements, pursuant to Section 212.071 of the Local Government Code subject to future appropriations from water utilities capital improvement funds as shown in Exhibit B-2; and (c) participate in the cost of the engineering in an amount not to exceed \$221,220 for Cypress Waters Phase I eligible water and wastewater infrastructure as shown in Exhibit B-2.

Section 3 of Resolution No. 11-1547 shall be amended to read as follows:

Section 3. That the Chief Financial Officer is hereby authorized to encumber and disburse funds from:

Cypress Waters TIF District Fund - Fund 0066, Department ECO, Unit P668, Activity CWTD, Object 4510, Program No. CWTIF0001, CT ECOP668H127-01, Vendor No. VS0000063575, in an amount not to exceed ~~\$5,283,707~~ \$5,077,026;

June 10, 2015

Section 2. (Continued)

Cypress Waters TIF District Fund - Fund 0066, Department ECO, Unit P668, Activity CWTD, Object 4550, Program No. CWTIF0001, CT ECOP668H127-02, Vendor No. VS0000063575, in an amount not to exceed \$2,930,200;

Cypress Waters TIF District Fund - Fund 0066, Department ECO, Unit P668, Activity CWTD, Object 4560, Program No. CWTIF0001, CT ECOP668H127-03, Vendor No. VS0000063575, in an amount not to exceed \$1,543,360;

Cypress Waters TIF District Fund - Fund 0066, Department ECO, Unit P668, Activity CWTD, Object 4599, Program No. CWTIF0001, CT ECOP668H127-04, Vendor No. VS0000063575, in an amount not to exceed \$206,681;

Total TIF funds not to exceed \$9,757,267, plus a Cypress Waters TIF program grant.

Wastewater Capital Improvement Fund - Fund 0116, Department DWU, Unit PS41, Activity MPSA, Object 4111, Program No. 711240, CTDWU711240CP, Vendor No. VS0000063575, in an amount not to exceed \$76,320;

Water Capital Improvement Fund - Fund 0115, Department DWU, Unit PW41, Activity MPSA, Object 4111, Program No. 711239, CTDWU711239CP, Vendor No. VS0000063575, in an amount not to exceed \$144,900; and

Total DWU funds not to exceed \$221,220.

Section 5 of Resolution No. 11-1547 shall be amended to read as follows:

Section 5. That the Owner shall fund street and water and wastewater improvements in the northeast quadrant of South Belt Line Road and Hackberry Road and build a temporary public safety building supporting the Cypress Waters Phase I Improvements in the Cypress Waters TIF District, and that the City and the Cypress Water TIF District Board of Directors shall dedicate to the Owner from future tax increment revenues an amount not to exceed \$9,757,267 plus an additional grant in an amount not to exceed five percent (5%) of such dedication net of the City infrastructure participation in water infrastructure costs outlined in Section 9.

June 10, 2015**Section 2. (Continued)**

Owner will be paid solely from the Cypress Waters TIF District Funds in accordance with the terms of the development agreement described in hereof, but only to the extent such Cypress Waters TIF District funds are available for such purpose. Expenditures that are reimbursed through Dallas Water Utilities for water infrastructure improvements are not also eligible to be reimbursed through TIF funding. The TIF financial contribution to the project could be less if the actual cost of eligible TIF expenses related to the project are less.

Section 7, paragraph B, E, G, H, I and O of Resolution No. 11-1547 shall be amended to read as follows:

Section 7. That in addition to the conditions set out in the Sections above, the Development Agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

- B. The Project shall contain a minimum of 495,000 square feet of residential space and provide a temporary facility to accommodate public safety needs for Cypress Waters that includes office space (approximately ~~750~~ 2,500 square feet), additional climate-controlled space to store ~~an ambulance~~ a fire engine, and space for vehicle parking for employees, ~~a fire engine~~ and squad cars. Reimbursement for utility costs and/or operating expenses related to this space is not a TIF-funded expense.
- E. For a period of fifteen (15) years, a minimum of 20% of the units constructed in Cypress Waters Phase I shall be set aside to meet the affordability requirements of the Final Cypress Waters Project Plan and Reinvestment Zone Financing Plan and the executed Cypress Waters Memorandum of Understanding (MOU), as amended, between the City of Dallas and Cypress Waters Land Development, LLC. Specifically, the Cypress Waters Phase I shall comply with the City's established criteria for Affordable Housing. Any affordable units that exceed the minimum 20% requirement may be used to meet the affordability requirements of future phases of the Cypress Waters development. Specific terms of the affordability requirement, consistent with the executed MOU, will be set in the Phase I Development Agreement.
- G. The Owner will use reasonable efforts to obtain a final certificate of acceptance issued by the City's Department of Public Works and Transportation for the public improvements by ~~December 31, 2014~~ July 31, 2015.

June 10, 2015

Section 2. (Continued)

- H. The Owner shall complete construction and obtain a final certificate of occupancy for the Project by ~~December 31, 2014~~ July 31, 2015.
- I. The Owner will execute an Operating and Maintenance Agreement for all non-standard public improvements ~~by the date of the final Certificate of Occupancy for the Project no later than July 31, 2015~~. Such Operating and Maintenance Agreement shall be for a term of thirty (30) years and may be transferred as outlined in the MOU.
- O. The Project shall conform to agreed-upon design review recommendations made by the Board of Directors of the Cypress Waters TIF District ("Board"). The intent of this review is to ensure consistency with the Cypress Waters TIF District Project Plan. Attached as Exhibit A, the site plan for the project shall be consistent in general form, material and character with the conceptual design approved by the Cypress Waters TIF Board and with any subsequent design review conditions agreed upon. Final site layout may vary, and modifications may be approved by the City's Design Studio staff.

Section 3. That Exhibit B-1 of Resolution Nos. 11-1547 and 11-1548 shall be completely deleted and the attached **Exhibit B-1** shall be substituted therefore.

Section 4. That in addition to the City's remedies of terminating the Phase I Development Agreement and terminating the payment of the TIF Subsidy, the Phase I Development Agreement shall also provide that the City has the right to prosecute or take appropriate action, at law or in equity, including specific performance against the developer to enforce the Mixed Income Housing Requirements outlined in the Phase I Development Agreement before or after repayment of the TIF Subsidy.

Section 5. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 6. That the Director of the Office of Economic Development, after approval and recommendation of the Cypress Waters TIF District Board of Directors, may authorize minor modifications to the project and/or an extension of the project deadlines up to an additional 6 months.

Section 7. That the City Manager is authorized to execute an amendment to the Development Agreement with Billingsley LD, Ltd.

June 10, 2015

Section 8. That all other terms and conditions as set forth in Resolution Nos. 11-1547 and 11-1548, including the Owner's commitment to fulfilling the 15-year requirement for mixed-income housing in the Project shall remain in full force and effect, except as specifically outlined in Sections 1 through 3 above.

Section 9. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

Exhibit B-1 – TIF Budget (Amended)

Description	TIF Amount
Public Infrastructure	
Water transmission construction & engineering	\$2,930,200
Sewer transmission construction & engineering	\$1,543,360
	\$5,283,707
Primary roadway improvements	<u>\$5,077,026</u>
Public safety improvements	<u>\$206,681</u>
Total	<u>\$9,757,267</u>
<p>Note: reimbursements may be moved between categories as long as the total TIF expenditure does not exceed \$9,757,267, plus an additional grant pursuant to the development agreement. Primary roadway improvements includes, but is not limited to, engineering, design, and construction of streetscape, landscape, irrigation, sidewalks, streets, etc.</p> <p><u>The amounts listed above are estimates of infrastructure requirements and opinions of probable construction cost. Minor modifications to individual project descriptions may occur.</u></p> <p>Note: All amounts are based on 2011 cost estimates and do not reflect interest.</p>	

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 6

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 11A B C D E F G H J K L M N P Q R

SUBJECT

Authorize execution of a development agreement with Billingsley LD, Ltd., pursuant to an amendment to Resolution No. 12-2781, previously approved on November 14, 2012, for Cypress Waters Phase 2, to: **(1)** move Saintsbury Street construction and utility construction from Phase 2c to Phase 2a; **(2)** extend various project deadlines; **(3)** clarify that the developer will be eligible for reimbursement of each phase upon completion of, and fulfillment of all requirements for each phase; and **(4)** make minor design changes to the final design of the public improvements – Financing: No cost consideration to the City

BACKGROUND

The second phase of the proposed development in Cypress Waters consists of infrastructure improvements in support of future office development. Cypress Waters Phase 2 is being developed by Billingsley LD, Ltd., an affiliate of Billingsley Company, which also developed One Arts Plaza and Gramercy Park in Dallas.

This phase includes (1) construction of the extension of Cypress Waters Boulevard from Hackberry Drive to the Phase 1 development; (2) the extension of Saintsbury Street from the termination of the Phase 1 improvements to the proposed Cypress Waters Boulevard extension; (3) entryway features for both streets; (4) sidewalks along both streets and a cycle track on Cypress Waters Boulevard; and (5) publicly accessible green space in the center of this phase of development, all as shown on the attached maps.

Phase 2 was originally planned to be divided into three portions: roadway and entryway construction for most of the roads, sidewalks along Cypress Waters, and an extension of Saintsbury Street and its associated sidewalks.

BACKGROUND (Continued)

The extension of Saintsbury Street was originally planned to be built several years in the future, but market needs drove the developer to build this section of the roadway system concurrently with the earlier portions of this phase. In addition, permits and final approvals both took longer than expected.

Recommended changes to Phase 2a follow.

Original requirement for Phase 2a:

The entry features for Cypress Waters Boulevard at Hackberry Drive, entry features for Saintsbury Street at South Belt Line Road, the construction of Cypress Waters Boulevard from Hackberry Drive to the Phase 1 development, and open space improvements along Cypress Waters Boulevard. Start: March 31, 2013. Complete: January 31, 2014

Revised requirements for Phase 2a:

The entry features for Cypress Waters Boulevard at Hackberry Drive, entry features for Saintsbury Street at South Belt Line Road, the construction of Cypress Waters Boulevard from Hackberry Drive to the Phase 1 development, the construction of Saintsbury Street from the termination of the Phase 1 improvements to the proposed Cypress Waters Boulevard extension, and open space improvements along Cypress Waters Boulevard. Start: April 30, 2014. Complete: April 30, 2015.

The sidewalks for Saintsbury Street will remain in Phase 2c and will be completed concurrently with adjacent private development. The recommended changes allow all of the remaining elements of this phase to be eligible for reimbursement upon completion, and for reimbursement of Phase 2c to follow when it is complete.

In addition to these changes, the developer has requested some minor updates to the required design and location of the public improvements (including keeping the current name for Hackberry Drive rather than renaming it to Chartwell Avenue) and approval to execute the operating and maintenance agreement by July 31, 2015.

Since the time of the original approval, Billingsley has invested more than \$135 million in currently under construction or recently completed development in the district.

ESTIMATED SCHEDULE OF PROJECT

Amended start of construction (2a and 2b)	April 30, 2014
Amended completion of construction (2a and 2b)	April 30, 2015

Phase 2c completion to be concurrent with adjacent private development.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 26, 2010, pursuant to Resolution No. 10-1348, City Council authorized the Cypress Waters Memorandum of Understanding (“MOU”) to outline the strategies, future steps and conditions for the development of Cypress Waters. In addition to the creation of the Cypress Waters TIF District, the City consented to the creation of the Cypress Waters MMD pursuant to the strategies outlined in the MOU and the commitments made by the developer therein.

On December 8, 2010, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Nineteen, the Cypress Waters TIF District by Ordinance No. 28074.

On June 8, 2011, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Cypress Waters TIF District by Ordinance No. 28224.

On November 14, 2012, City Council authorized a development agreement and declared the intent of the Cypress Waters TIF District to reimburse Billingsley LD, Ltd, in an amount not to exceed \$6,522,398 plus an additional grant to provide funding in consideration of the development of Cypress Waters Phase 2 by Resolution Nos. 12-2781 and 12-2782.

On May 11, 2015, the Cypress Waters TIF District Board of Directors recommended that these amendments be approved.

On June 1, 2015, the Economic Development Committee was briefed regarding amendments to Cypress Waters Phase 2 in the Cypress Waters TIF District.

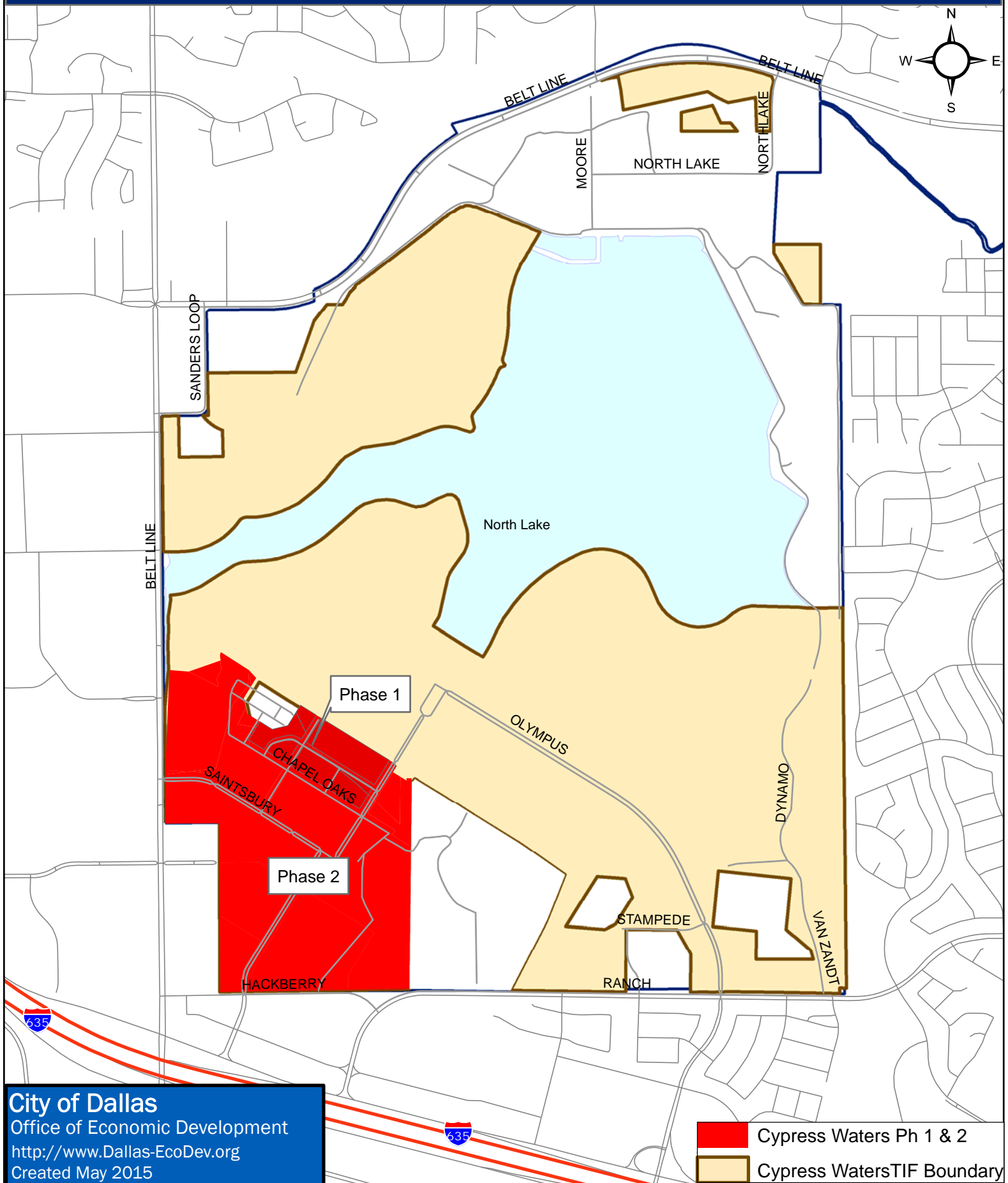
FISCAL INFORMATION

No cost consideration to the City

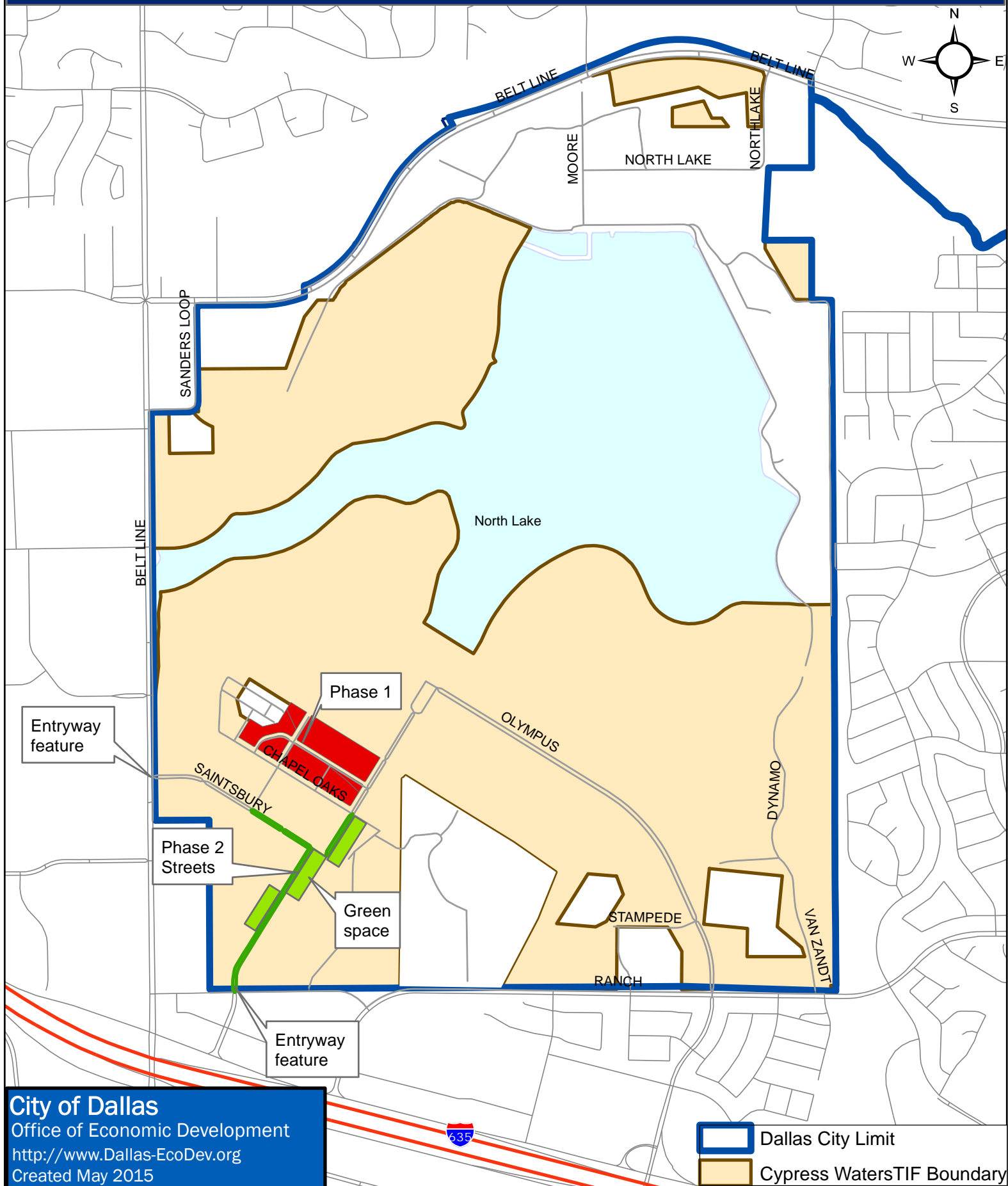
MAP(S)

Attached.

Cypress Waters - Phase 2 Location Map A-1



Cypress Waters - Phase 2 Location Map A-2



June 10, 2015

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

WHEREAS, on December 8, 2010, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Nineteen (the Cypress Waters TIF District) in accordance with the Tax Increment Financing Act, as amended, V.T.C.A. Texas Tax Code, Chapter 311 (the "Act") to promote development and redevelopment in the District through the use of tax increment financing by Ordinance No. 28074; and

WHEREAS, on June 8, 2011, City Council authorized the Cypress Waters TIF District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 28224; and

WHEREAS, on November 14, 2012, City Council authorized a development agreement and declared the intent of the Cypress Waters TIF District to reimburse Billingsley LD, Ltd., in an amount not to exceed \$6,522,398 plus an additional grant to provide funding in consideration of the development of Cypress Waters Phase 2 by Resolution Nos. 12-2781 and 12-2782; and

WHEREAS, on May 11, 2015, the Cypress Waters TIF District Board of Directors accepted the proposed modification of the terms of the development agreement and provided a recommendation to the City Council for an amendment to Resolution No 12-2781; and

WHEREAS, on June 1, 2015, the Economic Development Committee was briefed on the proposed amendments; and

WHEREAS, in furtherance of the Cypress Waters TIF District Project Plan and Reinvestment Zone Financing Plan and to promote within the Cypress Waters TIF District: (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to continue to provide economic incentives and an economic development grant to the Owner for the construction of the Cypress Waters Phase 2 project located in the north east quadrant of South Belt Line Road and Hackberry Road in the Cypress Waters TIF District.

NOW, THEREFORE,

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

June 10, 2015

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a development agreement with Billingsley LD, Ltd., pursuant to an amendment to Resolution No. 12-2781, previously approved on November 14, 2012 for Cypress Waters Phase 2, to: (1) move Saintsbury Street construction and utility construction from Phase 2c to Phase 2a; (2) extend various project deadlines; (3) clarify that the developer will be eligible for reimbursement of each phase upon completion of, and fulfillment of all requirements for, that phase and all prior phases; and (4) make minor design changes to the final design of the public improvements.

Section 2. That Resolution No. 12-2781 is amended as follows:

Section 7 of Resolution No. 12-2781 shall be amended to remove references to Chartwell Avenue.

Section 7, paragraphs B, D, E, L, and N of Resolution No. 12-2781 shall be further amended to read as follows:

- B. The Project will be divided into three phases, Phase 2a, 2b, and 2c as follows:
 - (1) Phase 2a includes the entry features for Cypress Waters Boulevard at Hackberry Drive, entry features for Saintsbury Street at South Belt Line Road, the construction of Cypress Waters Boulevard from Hackberry Drive to the Phase 1 development, the construction of Saintsbury Street from the termination of the Phase 1 improvements to the proposed Cypress Waters Boulevard extension, and open space improvements along Cypress Waters Boulevard;
 - (2) Phase 2b includes a 6-foot wide sidewalk on one side of Cypress Waters Boulevard and a 14-foot wide cycle track/sidewalk on the other side of Cypress Waters Boulevard, connecting Hackberry Drive to Phase 1; and
 - (3) Phase 2c includes the construction of 6-foot sidewalks on both sides of Saintsbury Street from the termination of the Phase 1 improvements to the proposed Cypress Waters Boulevard extension, ~~including 6 foot sidewalks on both sides of the street.~~
- D. The Owner will obtain approval from the City to begin the construction of Phase 2a by ~~March 31, 2013~~ April 30, 2014.

June 10, 2015

Section 2. (Continued)

- E. The Owner shall obtain a final certificate of acceptance issued by the City for the public improvements of Phase 2a by ~~January 31, 2014~~ April 30, 2015.
- L. The Project shall conform to the following design recommendations and a final site plan shall be submitted to and approved by the City Design Studio and/or the City's Peer Review Process:
 - (1) Office buildings when fronting or immediately adjacent to park space shall be designed to comply with minimum standards as shown below:
 - a. Building Setbacks
 - i. Condition 1: Building along street – 70% of building façade along right-of-way will have a minimum of 10' and maximum of 25' setback
 - ii. Condition 2A: Building directly adjacent to park - 70% of building façade will have a minimum of 10' and maximum of 25' setback from edge of area defined as a park.
 - iii. Condition 2B: Building adjacent to park w/ private drive between park and building – private drive to be a maximum of 60' in width with 70% of building façade to have a minimum of 10' and maximum of 25' setback from edge of area defined as open space the parking and private drive.
 - b. Buildings will have at least one main entrance facing the public right of way or park unless approved otherwise by the City Design Studio.
 - c. Building entrances facing park and public right-of-way will be transparent.
 - d. Buildings will be a minimum of 26 feet in height.

June 10, 2015

Section 2. (Continued)

- (2) Final site layout may vary, and minor modifications may be approved by the City's Design Studio staff.

N. The Owner will execute an Operating and Maintenance Agreement for all completed non-standard public improvements ~~by the date of the final certificate of acceptance for each phase of the Project. July 31, 2015, and~~ shall add the sidewalks in 2c to the Operating and Maintenance agreement by the date of acceptance. Such Operating and Maintenance Agreement shall be for a term of thirty (30) years and may be transferred as outlined in the MOU.

Section 3. That Exhibit C of Resolution Nos. 12-2781 and 12-2782 shall be completely deleted and the attached **Exhibit C** shall be substituted therefore.

Section 4. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 5. That the Director of the Office of Economic Development, after approval and recommendation of the Cypress Waters TIF District Board of Directors, may authorize minor modifications to the project and/or an extension of the project deadlines up to an additional 6 months.

Section 6. That the City Manager is authorized to execute a development agreement with Billingsley LD, Ltd., pursuant to these amended terms.

Section 7. That all other terms and conditions as set forth in Resolution Nos. 12-2781 and 12-2782 shall remain in full force and effect, except as specifically outlined in Sections 1 through 5 above.

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.

Exhibit C

Amended

TIF-Eligible Project Costs

Estimated Public Improvement Expenditure (in 2012 Dollars)	
Category-Infrastructure Improvements	Amount
Phase 2A, 2B and 2C	
Cypress Waters Blvd Extension (~2,500 lf)	\$3,531,970
Saintsbury Street Extension at Park (~150 lf)	\$214,305
Hackberry Drive Intersection Improvements	\$498,810
<u>Saintsbury Street Extension</u>	<u>\$1,202,338</u>
Green Space Landscaping	\$574,552
Belt Line Rd/ Saintsbury St Entry Signage & Landscaping	\$353,088
Hackberry Drive/Cypress Waters Blvd Signage & Landscaping	\$147,335
Phase 2C	-
Saintsbury Street Extension (~875 lf)	\$1,202,338
Total Project Costs	\$6,522,398
Note: reimbursements may be moved between categories as long as the total TIF expenditure does not exceed \$6,522,398, plus an additional grant pursuant to the development agreement.	
Note: All amounts are based on 2012 cost estimates and do not reflect the additional grant pursuant to the development agreement.	
<u>Infrastructure Improvements above also include franchise utility improvements and irrigation lines in the right of way and within publicly accessible space</u>	

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2, 14

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 L

SUBJECT

Authorize various amendments to the development agreement with PetroCorrigan Towers, LP, for the redevelopment of the Tower Petroleum (1907 Elm Street) and Corrigan Tower (1900 Pacific Avenue) buildings located in Tax Increment Financing Reinvestment Zone Eleven (Downtown Connection TIF District) to: **(1)** increase TIF incentives by \$9,700,000 from \$10,300,000 to an amount not exceed \$20,000,000, of which \$19,500,000 is in the form of an Economic Development TIF Grant, in consideration of an increase in private investment; **(2)** separate the project into two phases; **(3)** change the use of the buildings from residential to hotel, retail, and/or restaurant use in the Tower Petroleum building and commercial, retail, restaurant and/or residential uses in the Corrigan Tower building; and **(4)** amend project requirements and deadlines to reflect the change in project scope – Not to exceed \$9,700,000 - Financing: Downtown Connection TIF District Funds

BACKGROUND

In August of 2012, City Council authorized a development agreement with PetroCorrigan Towers, L.P. and TIF funding in the amount of \$10.3 million for the redevelopment of both the Tower Petroleum and Corrigan Tower buildings.

The redevelopment plan for the buildings was to convert them both to residential buildings with 258 residential units and 4,400 square feet of ground floor retail. Neither building had on-site parking. The original development plan proposed to create parking in the basement and first four floors of the Corrigan Tower. This development plan proved to be financially unfeasible.

The revised development plans include conversion of the Tower Petroleum building into a boutique hotel (Saint Elm Hotel) containing approximately 150 guest rooms and a ground level restaurant. Levels 1 through 4 of the Corrigan tower will be renovated to provide three retail/restaurant spaces on the ground floor, as well as a small motor court for the project. Levels 5-17 of the Corrigan Tower will be converted into residential units.

BACKGROUND (Continued)

The project will be completed in two phases. Phase I includes the Saint Elm Hotel (Tower Petroleum building and first 4 floors of Corrigan Tower), public infrastructure improvements for both buildings, façade restoration of both buildings and will start construction on or before June 30, 2015. Completion of Phase I is anticipated by December 31, 2017. The developer has contracted with Parking Company of America for valet services and off-site parking for Phase I of the project.

Phase II includes the remaining portion of Corrigan Tower, levels 5 through 17. Construction of Phase II must start within 3 years after the opening of the Saint Elm Hotel. The developer is actively seeking parking for Phase II of the project and anticipates securing parking prior to beginning construction activities for Phase II.

The project's public infrastructure improvements include enhanced streetscape, widening of the sidewalk in areas on Elm Street to create out-door dining and improve the pedestrian experience around the both buildings. January of this year City Council approved an amendment of the Central Business District Vehicle Circulation Plan, downtown's thoroughfare plan, to reduce Elm Street from Houston Street to Cesar Chavez Boulevard from a five lane one-way westbound street to a four lane one-way westbound street allowing for the proposed sidewalk improvements.

The total project cost for the amended project is \$102,402,643, an increase of \$57,742,643 from the project's original cost. TIF funding for the project is proposed to be a maximum of \$20,000,000 with \$10,300,000 dedicated to Phase I of the Project and \$9,700,000 for Phase II. Reimbursement of Phase I is not contingent upon completion of Phase I, but if Phase II's construction does not begin within three years of the opening of the Saint Elm Hotel, the \$9.7M TIF incentive will be rescinded.

ESTIMATED PROJECT SCHEDULE

	<u>Phase I</u>	<u>Phase II</u>
Amended Project Start Date	June 2015	December 2020
Amended Project Completion Date	December 2017	June 2022

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 22 2012, City Council authorized a development agreement with PetroCorrigan Towers, LP, and TIF funding for the redevelopment of the Tower Petroleum (1907 Elm Street) and Corrigan Tower (1900 Pacific Avenue) buildings in an amount not to exceed \$10,300,000 by Resolution Nos. 12-2124 and 12-2125.

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

On March 12, 2015, the Downtown Connection TIF District board of directors reviewed and recommended approval of an amendment of the development agreement with PetroCorrigan Towers, L.P., for redevelopment of the Tower Petroleum (1907 Elm Street) and Corrigan Tower (1900 Pacific Avenue) buildings to: (1) increase TIF incentives from an amount not to exceed \$10,300,000 to an amount not to exceed \$20,000,000, of which 19,500,000 is in the form of an Economic Development TIF Grant, in consideration of increase in private investment; (2) separate the project into two phases; (3) change the use of the buildings from residential to hotel, retail, and/or restaurant use in the Tower Petroleum building and commercial, retail, restaurant and/or residential uses in the Corrigan Tower building; and (4) amend project requirements and deadlines to reflect the change in project scope.

On June 1, 2015, the Economic Development Committee was briefed on the proposed development agreement amendments, Saint Elm Hotel and Corrigan Tower redevelopment project.

FISCAL INFORMATION

\$9,700,000 - Downtown Connection TIF District Funds - Phase II (this action)

\$10,300,000 - Downtown Connection TIF District Funds - Phase I (previously approved by Resolution Nos. 12-2124 and 12-2125)

\$20,000,000 - Total amount - Downtown Connection TIF District Funds (subject to appropriations)

PROJECT'S COUNCIL DISTRICT

14

OWNER

PetroCorrigan Towers, LP

John Kirtland
2828 Routh Street, Ste. 500
Dallas, TX 75201

DEVELOPER

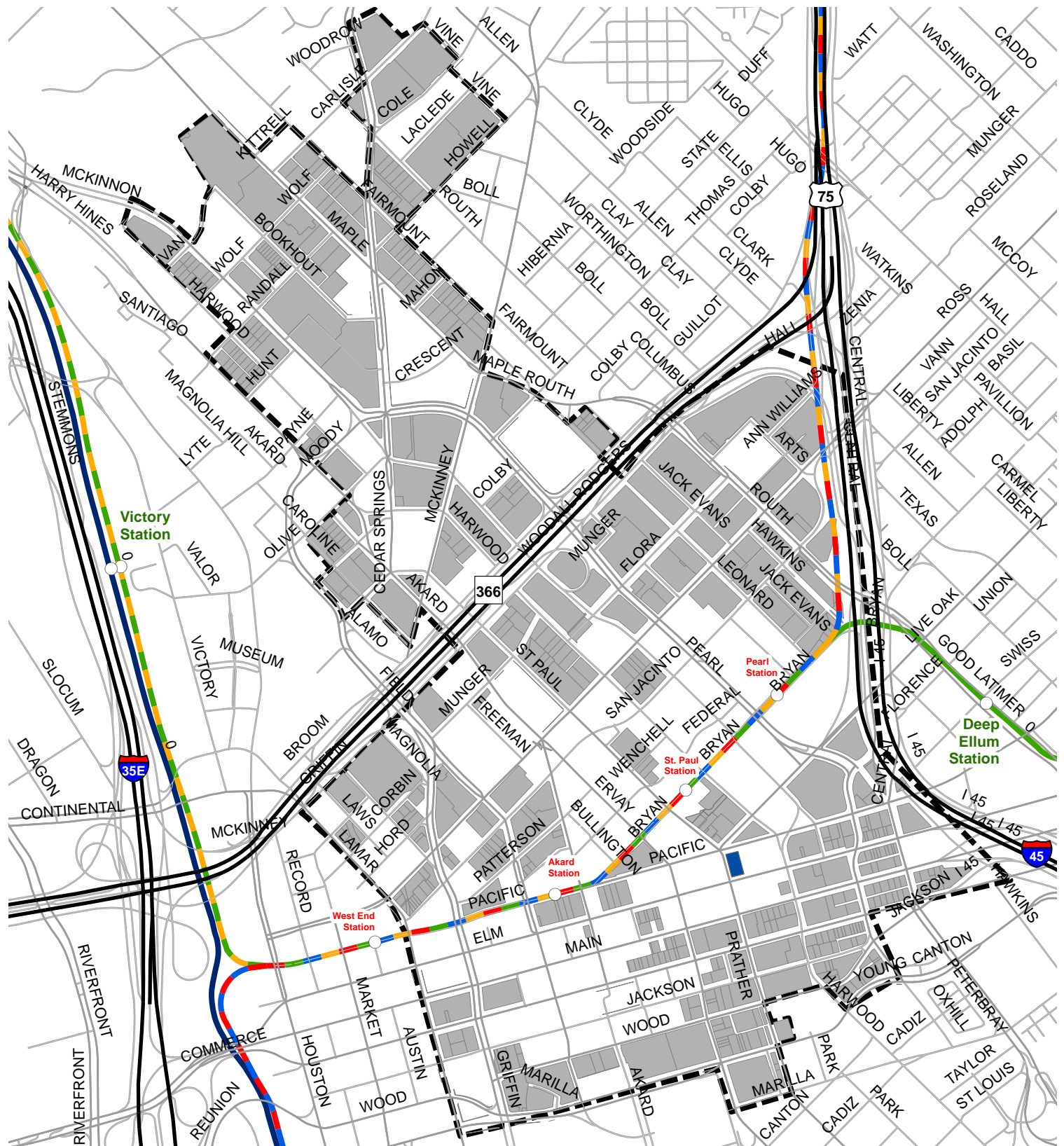
PetroCorrigan Towers, LP

John Kirtland
2828 Routh Street, Ste. 500
Dallas, TX 75201

MAP

Attached.

Saint Elm Hotel and Corrigan Tower Location Map



City of Dallas
Office of Economic Development

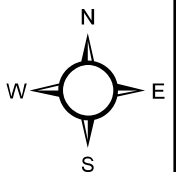


Area Redevelopment Division
<http://www.Dallas-EcoDev.org>

Created 4/2015

Legend

- Tower Petroleum & Corrigan Tower
- Downtown Connection TIF Boundary
- Downtown Connection TIF Parcels
- Properties Outside of TIF
- Rail Station
- DART Red Line
- DART Blue Line
- DART Green Line
- DART Orange Line
- Trinity Railway Express



June 10, 2015

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

WHEREAS, on June 8, 2005, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Eleven, City of Dallas, Texas ("Downtown Connection TIF District") in accordance with the Tax Increment Financing Act, as amended, Chapter 311 of the Texas Tax Code, Vernon's Texas Codes Annotated (the "Act") to promote development and redevelopment in the Uptown and Downtown areas through the use of tax increment financing by Ordinance No. 26020; as amended; and

WHEREAS, on August 29, 2005, City Council authorized the Downtown Connection Tax Increment Financing District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 26096; as amended; and

WHEREAS, on August 22 2012, City Council authorized a development agreement with PetroCorrigan Towers, LP, and TIF funding for the redevelopment of the Tower Petroleum (1907 Elm Street) and Corrigan Tower (1900 Pacific Avenue) buildings in an amount not to exceed \$10,300,000 by Resolution Nos. 12-2124 and 12-2125; and

WHEREAS, on March 12, 2015, the Downtown Connection TIF District Board of Directors reviewed and recommended approval reviewed and recommended approval of an amendment of the development agreement with PetroCorrigan Towers, L.P., for redevelopment of the Tower Petroleum (1907 Elm Street) and Corrigan Tower (1900 Pacific Avenue) buildings to: (1) increase TIF incentives from an amount not to exceed \$10,300,000 to an amount not to exceed \$20,000,000, of which 19,500,000 is in the form of an Economic Development TIF Grant, in consideration of an increase in private investment; (2) separate the project into two phases; (3) change the use of the buildings from residential to hotel, retail, and/or restaurant use in the Tower Petroleum building and commercial, retail, restaurant and/or residential uses in the Corrigan Tower building; and (4) amend project requirements and deadlines to reflect the change in project scope; and

WHEREAS, on June 1, 2015, the Economic Development Committee was briefed on the proposed development agreement amendments and Saint Elm Hotel and Corrigan Tower redevelopment project; and

June 10, 2015

WHEREAS, in furtherance of the Downtown Connection TIF District Project Plan and Reinvestment Zone Financing Plan and to promote within the Downtown Connection TIF District: (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to provide economic incentives to PetroCorrigan Towers, L.P. for redevelopment of the Tower Petroleum (1907 Elm Street) and Corrigan Tower (1900 Pacific Avenue) buildings (the “Property” or “Project”) in the Downtown Connection TIF District as depicted in the Site Plan, Streetscape Plan, Ground Level Plan, Building Elevations, Elm Street Rendering and Pacific Avenue Rendering attached hereto as **Exhibits A, B, C, D, E and F** respectively; and

WHEREAS, the expenditure of TIF funds supporting this project is consistent with promoting development and redevelopment of the Downtown Connection TIF District in accordance with the purposes for its creation, the City’s revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan for the Downtown Connection TIF District.

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney is hereby authorized to execute a development agreement with PetroCorrigan Towers, L.P., and the City of Dallas, on behalf of the Downtown Connection TIF District for the Mayflower Building redevelopment project.

Section 2. That the Downtown Connection TIF District Board of Directors is authorized to dedicate future Downtown Connection TIF revenues in an amount not to exceed \$20,000,000, of which, \$19,500,000 is in the form of an Economic Development TIF Grant for TIF-eligible project costs associated with the redevelopment project located in the Downtown Connection TIF District, as shown in **Exhibit G** – TIF Budget – Eligible Project Costs. These costs include, but are not limited to design, engineering, construction management, professional services, streetscape improvements for the Project.

June 10, 2015

Section 3. That the Chief Financial Officer is hereby authorized to encumber and disburse funds from future tax increments and subject to future appropriations from:

Phase I

Fund 0044, Department ECO, Unit P742, Object 4510, Activity DTTI, Program No. DCTIF0010, CT ECOP742G244-01, Vendor No. VS0000072909, in an amount not to exceed \$500,000; and

Fund 0044, Department ECO, Unit P742, Object 3016, Activity DTTI, Program No. DCTIF0010, CT ECOP742G244-02, Vendor No. VS0000072909, in an amount not to exceed \$9,800,000.

For a total not to exceed \$10,300,000 for Phase I of the Project.

Phase II

Fund 0044, Department ECO, Unit P957, Object 3016, Activity DTTI, Program No. DCTIF0019, CT ECOP957G245, Vendor No. VS0000072909, in an amount not to exceed \$9,700,000.

For a total not to exceed \$9,700,000 for Phase II of the Project.

Section 4. That nothing in the resolution shall be construed to require the City to approve future dedications of Downtown Connection TIF revenues (the "TIF Subsidy") from any source of the City funds other than the Downtown Connection TIF District Fund. Any portion of the TIF Subsidy that remains unpaid due to lack or unavailability of Downtown Connection TIF District Funds shall no longer be considered project costs of the Downtown Connection TIF District or the City and the obligation of the Downtown Connection TIF District to pay the Owner shall automatically expire.

Section 5. That the TIF Subsidy to be provided to PetroCorrigan Towers, L.P., will be based on the Downtown Connection TIF District's Increment Allocation Policy and Reimbursement Queue for the sharing of future revenues in the Tax Increment Fund, adopted by the Downtown Connection TIF District Board of Directors September 16, 2009 (See **Exhibit H**).

Section 6. That in addition to the conditions set out in the Sections above, the Development Agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

June 10, 2015

Section 6. (Continued)

A. Redevelopment of the Property will be phased and shall include (the “Project Improvements”):

1. Phase I

- i. Minimum 3,000 square feet of ground floor retail/restaurant/bar space, exclusive of hotel lobby space;
- ii. Minimum 70,000 square feet hotel room/meeting rooms/fitness/spa/office/public space (approximately 150 rooms); and
- iii. Renovation of floors 1 through 4 of the Corrigan Tower building to a white box condition, as described below; and
- iv. Public Infrastructure Improvements for both buildings, as depicted on approved streetscape plans for the Project.

2. Phase II

- i. Minimum 130,000 square feet of commercial and/or residential lease space on floors 5 through 17 of the Corrigan Tower building renovated to a white box condition, as described below.

B. To obtain \$10,300,000 of the TIF Reimbursement for Phase I of the Project:

1. Minimum private investment of \$51,750,000 for Phase I of the Project, inclusive of acquisition, construction and construction related soft costs.

The term “Invest” or “Investment” means the sum of acquisition costs and all construction costs (hard and soft) paid, payable or actually incurred by or on behalf of the Owner, with respect to the Property and the improvements thereon. Construction related soft costs include the following items: architecture and engineering, interior design, construction management, remediation and demolition. Construction management is solely intended to cover fees paid to an outside consultant or third-party who confirms the quality of work. Developer fees, legal fees and carrying or other similar costs shall not be considered toward this definition of project investment. The owner must provide verification of all expenditures.

June 10, 2015

Section 6. (Continued)

2. Investment shall include a minimum of \$2,550,000 for the following TIF Eligible expenditures associated with the Project:
 - i. Streetscape Improvements Per Approved Plan – minimum \$250,000;
 - ii. Historic Façade Restoration for both buildings – minimum \$1,300,000; and
 - iii. Demolition and Abatement – minimum \$1,000,000.
3. Obtain a building permit and start construction and/or demolition of either phase of the Project by June 30, 2015;
4. Complete construction of Phase I Project Improvements and obtain a Certificate of Occupancy (CO) for the hotel portion of the Project by December 31, 2017;
5. Saint Elm Hotel shall be operational and a minimum of at least 50% of ground floor retail/restaurant space in both buildings shall obtain a CO and must be occupied prior to TIF Reimbursement for Phase I of the Project;
6. Obtain a final Green Tag and/or completion status report issued by the Building Inspections division of the Sustainable Development and Construction Department for the unoccupied portion of level 1 and levels 2 through 4 of the Corrigan Tower indicating completion of construction that brings floors 2 through 4 of the Corrigan Tower to a “white box” condition (completion of improvements consisting of heating/cooling with delivery systems, lighting, electrical switches and outlets, lavatories, a finished ceiling, walls prepped for painting, and a concrete slab floor) ready to lease and for tenant improvements by December 31, 2017. Notwithstanding, level 4 of the Corrigan Tower must be improved to a “white box” condition, but only to the extent necessary to facilitate life safety improvements;
7. Complete Public Infrastructure Improvements for both buildings;
8. Obtain final acceptance of public infrastructure improvements associated with the Project, as evidenced by the issuance of a Green Tag from the Public Works and Transportation Department by December 31, 2017 and submit documentation to the Office of Economic Development (the “OED”);

June 10, 2015

Section 6. (Continued)

9. Execute an Operating and Maintenance agreement for non-standard public infrastructure improvements associated with the Project by December 31, 2017, for a period of 20 years;
 10. The hotel component of the Project shall not permanently discontinue or close at any time during the TIF Reimbursement payment period. If the hotel component is temporarily discontinued or closed, a 90 day cure period will be granted, if issues are not addressed within cure period, Project shall not be eligible to receive further TIF reimbursements; and
 11. Prior to City Council consideration, review of the Project's design by the Urban Design Peer Review Panel (UDPRP), an independent group of design, engineering, and/or planning professionals selected by the Dallas City Manager, was completed for the Project. The attached project plans have been reviewed and approved by the Downtown Connection TIF Board.
- C. Payment of Phase I TIF Reimbursement is not contingent upon completion of Phase II of the Project;
- D. To obtain the remaining \$9,700,000 of the TIF Reimbursement for Phase II of the Project:
1. Minimum private investment of \$21,000,000 for Phase II of the Project, inclusive of construction and construction related soft costs only.

The term "Invest" or "Investment" means the sum of all construction costs (hard and soft) paid, payable or actually incurred by or on behalf of the Owner, with respect to the Property and the improvements thereon. Construction related soft costs include the following items: architecture and engineering, interior design, construction management, remediation and demolition. Construction management is solely intended to cover fees paid to an outside consultant or third-party who confirms the quality of work. Developer fees, legal fees and carrying or other similar costs shall not be considered toward this definition of project investment. The owner must provide verification of all expenditures.

June 10, 2015

Section 6. (Continued)

2. Obtain a building permit and start construction and/or demolition for Phase II improvements within three (3) years after the date that the Phase I hotel opens; and
 3. Obtain a final Green Tag and/or completion status report issued by the Building Inspections division of the Sustainable Development and Construction Department for levels 5 through 17 of the Corrigan Tower indicating completion of construction that brings the floors to a “white box” condition, ready to lease and for tenant improvements or a Certificate of Occupancy for residential units by June 30, 2022.
- E. Construction of Project Improvements (Phases I & II) shall be in substantial conformance with design plans approved by the Downtown Connection TIF District Board of Directors and Dallas City Council;
- F. The Saint Elm Hotel shall be managed by a management company acceptable to the Director of the Office of Economic Development (OED);
- G. Owner shall submit to the Director of the OED a quarterly status report for ongoing work on the Project, as well as public improvements. Status reports will be due once every three months after the Council approval date;
- H. Comply with the Business Inclusion and Development (“BID”) goal of twenty-five percent (25%) Minority/Women-owned Business Enterprise (M/WBE) participation for construction expenditures for the Project, and meet all reporting requirements for both Phases of the Project;
- I. If any portion of the buildings is renovated into residential space, Owner shall comply with the following:
1. Mixed Income Housing Requirement: A minimum of 10% of the Project’s residential units must comply with the City’s Mixed Income Housing Guidelines for the Downtown Connection TIF District; and
 - i. Affordable units required to be available for a 15-year period (from the date of CO);
 - ii. If the total number of affordable units drops below 10%, a 90-day ‘cure’ period will be granted to allow Owner to bring Project into compliance, after which failure to comply is an event of default of the TIF Development Agreement;

June 10, 2015

Section 6. (Continued)

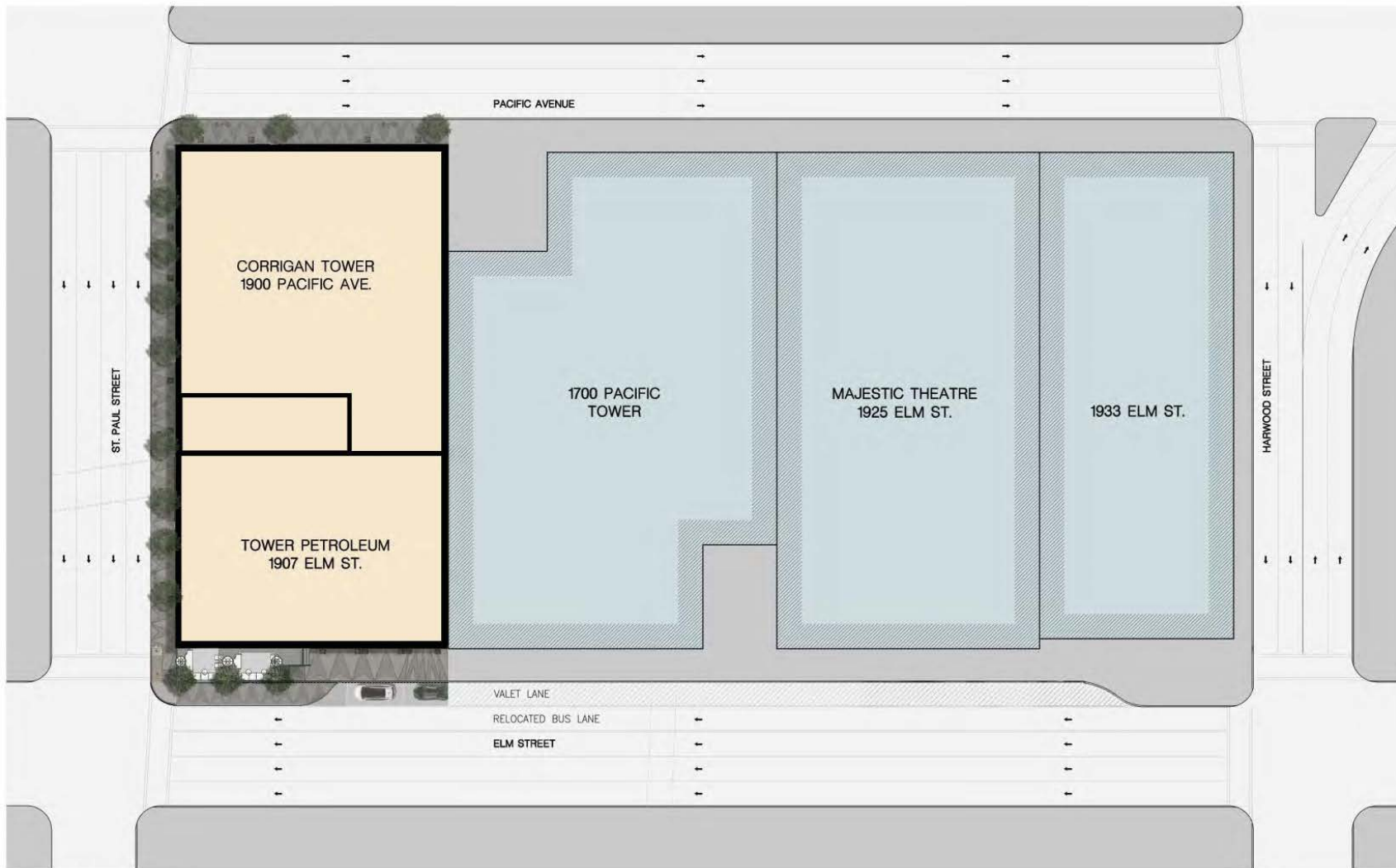
- iii. The Developer must submit semi-annual reports to the OED Staff (from the date of CO) with required information about compliance with the Affordable Housing requirements; and
 - iv. The affordable housing requirement shall apply to units of all sizes, excluding specialty units such as club suites, penthouse suites, etc. (although specialty units shall count towards the overall total of units for the project requirement). Affordable units shall be dispersed pro-rata among units by the number of bedrooms in each unit.
2. Market the apartments pursuant to an affirmative fair housing marketing plan approved by the City.
- J. PetroCorrigan Towers, L.P., shall retain its current priority ranking of eleven (11) in the Downtown Connection TIF District's Reimbursement Queue, for a TIF reimbursement amount not to exceed \$10,300,000 for Phase I of the Project. PetroCorrigan Towers, L.P., must secure a priority ranking number in the queue for the remaining portion of the TIF Reimbursement (\$9,700,000) for Phase II of the Project, in accordance with the Downtown Connection TIF District Increment Allocation Policy; and
- K. If necessary, the project deadlines can be extended up to 6 months, subject to the Office of Economic Development Director's and Downtown Connection TIF District Board of Director's approval.

Section 7. That should PetroCorrigan Towers, L.P., not perform one or more of the contingencies listed above, the City Manager is authorized to terminate the development agreement and disallow the total TIF Subsidy up to an amount not to exceed \$20,000,000.

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.

Exhibit A

Saint Elm Hotel and Corrigan Tower Redevelopment Project



SITE PLAN

The SAINT ELM Hotel

dallas, texas

maa.2014024

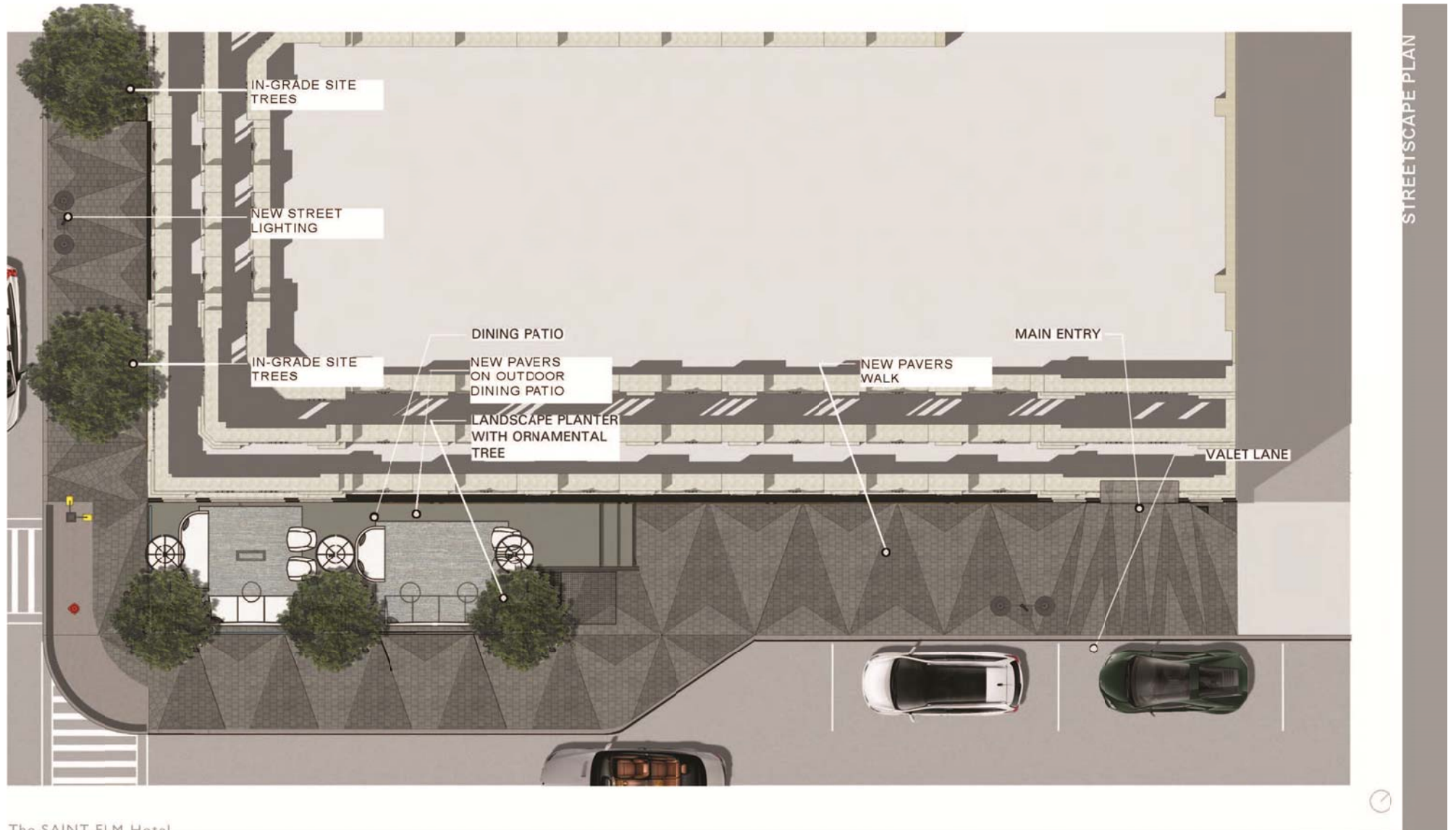
08.01.14

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architects
maa
merriman
associates

Exhibit B

Saint Elm Hotel and Corrigan Tower Redevelopment Project Streetscape Plan

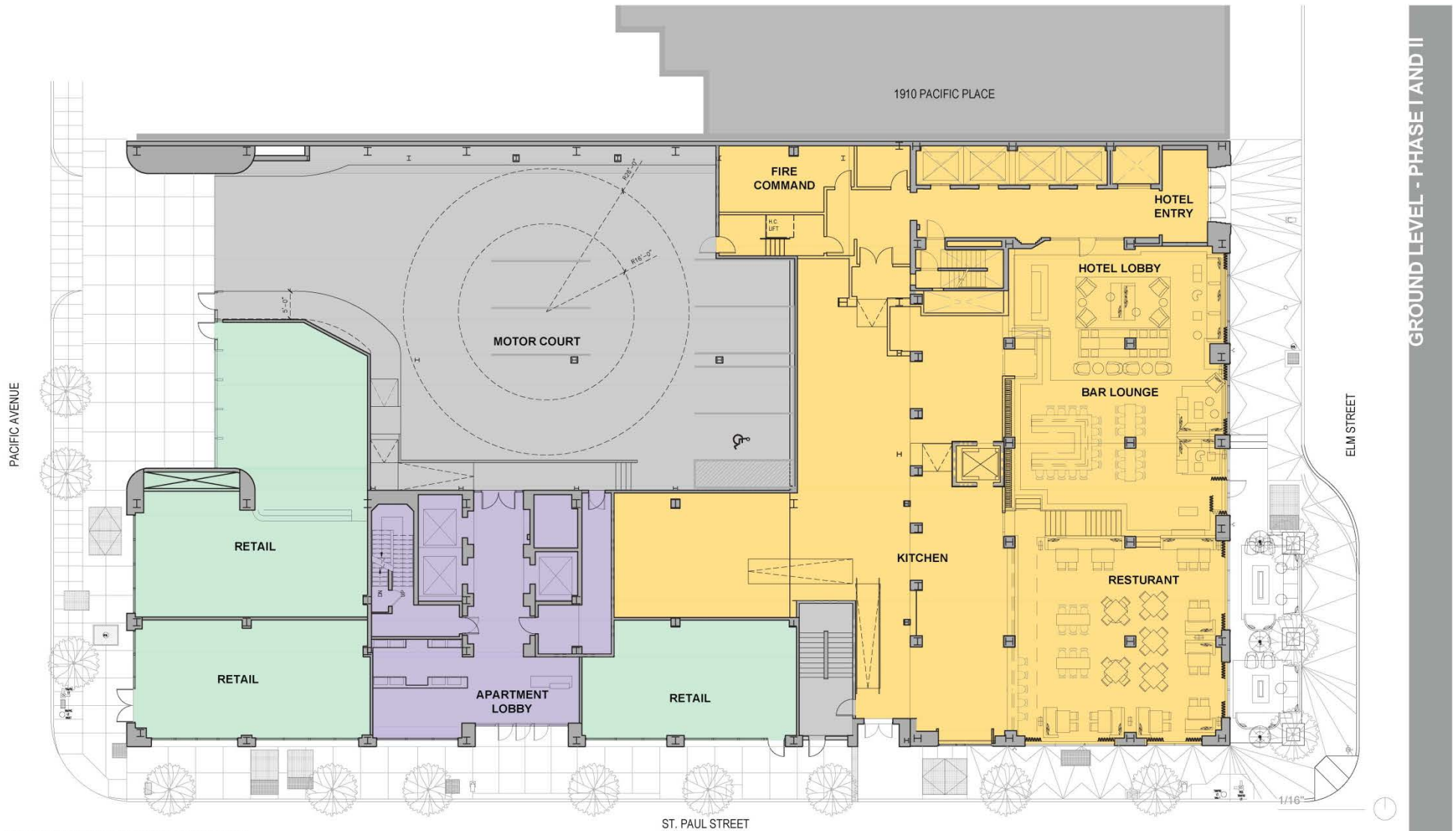


The SAINT ELM Hotel
dallas, texas
maa.2014024

08.01.14

Exhibit C

Saint Elm Hotel and Corrigan Tower Redevelopment Project Ground Level Plan



GROUND LEVEL - PHASE I AND II

THE SAINT ELM HOTEL/CORRIGAN TOWER

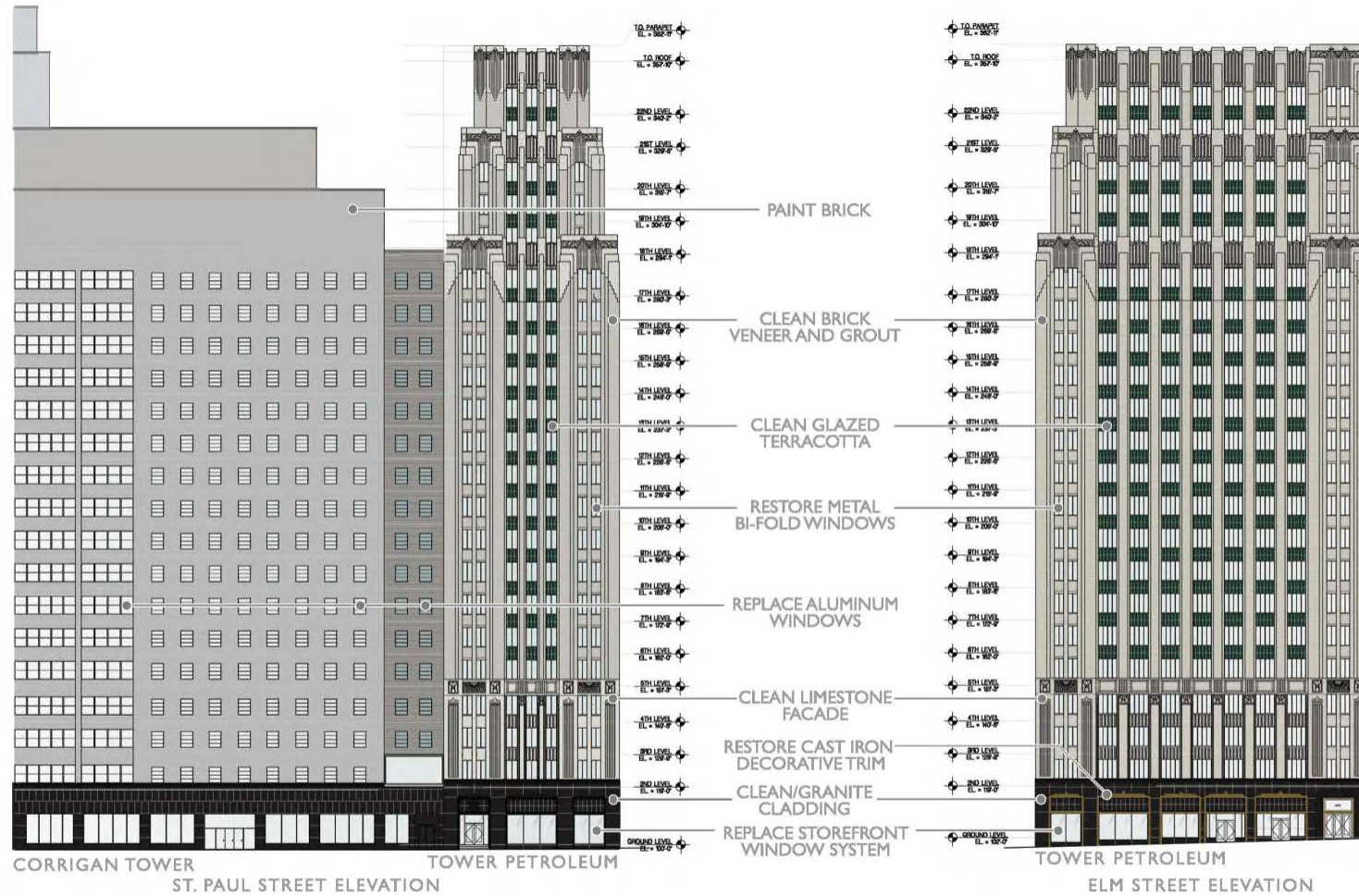
dallas, texas

maa 2014024/2015024

03.05.2015

Exhibit D

Saint Elm Hotel and Corrigan Tower Redevelopment Project Building Elevations



BUILDING ELEVATIONS

Exhibit E

Saint Elm Hotel and Corrigan Tower Redevelopment Project Pacific Avenue Rendering



TOWER PETROLEUM
dallas, texas
maa.2014024

02.19.15

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Exhibit F

Saint Elm Hotel and Corrigan Tower Redevelopment Project Elm Street Rendering



ELEVATION

The SAINT ELM Hotel

dallas, texas
maa.2014024

08.01.14

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Exhibit G

Saint Elm Hotel and Corrigan Tower Redevelopment Project TIF Budget

Description	Amount
Redevelopment of Vacant/Underutilized Downtown Buildings	
Phase I	
<i>Streetscape Improvements</i>	<i>\$500,000</i>
<i>Economic Development TIF Grant</i>	<i>\$9,800,000</i>
Total TIF Subsidy - Phase I	\$10,300,000
Phase II	
<i>Economic Development TIF Grant</i>	<i>\$9,700,000</i>
Total TIF Subsidy - Phase II	\$9,700,000
Total TIF Subsidy - Phases I & II	\$20,000,000

The budget shown above outlines the anticipated TIF Subsidy for Phases I and II of the Saint Elm Hotel and Corrigan Tower redevelopment project. Payment of Phase I TIF Subsidy is not contingent upon completion of Phase II of the Project. Reimbursement for streetscape improvements will be based on actual expenditures. No interest shall accrue on any portion of the TIF subsidy.

Note: The amounts listed above may include engineering, design, construction management, and contingency estimates. Construction management is solely intended to cover fees paid to an outside consultant or third party who confirms the quality of the work. Construction management fees must be invoiced with a detailed description of work performed.

Exhibit H

TIF Increment Allocation Policy Downtown Connection TIF District As of September 30, 2009

It is important for the City of Dallas to encourage as many projects as possible in the Downtown Connection TIF District (the "Downtown Connection TIF" or "District"). After satisfying all bond Downtown Dallas Development Authority ("DDDA") obligations related to reserves and debt service coverage requirements, Downtown Connection TIF funds will be allocated to Developers based on the increment created by the Project (as defined below) and Related Projects/Developers (as defined below) within the District and the distribution of any remaining funds in accordance with the reimbursement queue policy.

Definitions

Accrued Priority Increment - The unpaid balance of the *Individual Increment* owed to a project.

Administrative Expenses – the City will take a share of the District's annual TIF revenue to compensate for the amount billed to the District for costs related to the administration of its TIF program. This may include charges from the Office of Economic Development as well as other departments.

Available Funds – Total Increment less: (1) debt service on DDDA Bonds excluding Bonds issued pursuant to the Continental Building Improvements, (2) Bond trustee fees and expenses, (3) Administrative Expenses, (4) payment of any other DDDA obligations related to Bonds issuance, and (5) reimbursement to the City of Dallas for any grant of loan payments made to the DDDA.

Completed Projects – Projects which received City approval for satisfying all of its project obligations and approval on all supporting documentation required by their executed development agreements.

Cumulative Individual Increment – sum of all *Individual Increment* that a Project or Related Project produces in all years since its completion.

Developer/Owner – a person or entity that has completed all the requirements for a TIF-eligible Project as prescribed by the Project's fully executed development agreement.

District-Wide Improvements – improvements that benefit multiple properties or blocks but are not specific to a single development site such as public parks, gateways, trails, public open space, public facilities, or utility/streetscape improvements.

Exhibit H

Individual Increment – the annual amount of increment deposited into the District's TIF fund by its participating jurisdictions that is generated by a Project eligible for TIF reimbursement. Dallas Central Appraisal District (DCAD) certified values for each tax year will be the data source used to determine values for the increment allocation procedure.

Performance Percentage – percentage of Individual Increments divided by the total Shared Increment.

Project (TIF-eligible) – development or redevelopment that increases the taxable value of real property at a particular site or a space or facility of public benefit such as improvements to City parks, open space, trails or cultural facilities. The Project has been approved for TIF funds and all requirements set forth in the development agreement have been completed.

Related Project/Developer – if a Developer or a Developer's affiliates (as defined in a development agreement) has other development or redevelopment projects in addition to a TIF-eligible Project, increment from those Related Project(s) may be included in Individual Increment for reimbursement of the TIF-eligible Project expenses. A Developer of a TIF-eligible Project must have at least 50% ownership in any Related Project. These requirements will be further specified in a development agreement where applicable.

Related Projects must create new taxable real property value for the District based on the following criteria:

- New development on previously vacant land or site of demolished structures.
- Redevelopment or major modification of an existing building that exceeds the building's original taxable value by 50% or more, or any increase in a building's original floor area if the expansion exceeds 50% for residential projects, 65% for mixed-use projects, and 75% for office/showroom projects

Remaining Funds – Funds leftover after distribution of all *Accrued Priority Increment* payments and all Individual Increment payments to *Completed Projects*.

Shared Increment – the sum of all Individual Increments generated by all Completed Projects in a given year.

Total Increment – the annual amount of increment deposited into the District's TIF fund by its participating jurisdictions.

Exhibit H

Procedure

Annually, after the *Total Increment* has been deposited in the TIF Fund, the funds shall be used to meet the financial obligations of the Downtown Connection TIF District in the following order:

1. Payment of all principal, interest, premium (if any) and fund any reserves necessary or desirable in connection with outstanding District Bonds (excluding Bonds issued pursuant to Section 2.07 of the Mercantile Development Agreement for the Continental Building Improvements) pursuant to Bonds issued by the DDDA and to pay any DDDA obligations which are on a parity with such Bonds;
2. Payment of any fees and expenses of the trustee and paying agent/registrar due and owing;
3. Reimbursement to the City for staff costs, administrative costs and other costs and expenses of the City and the Downtown Connection TIF District;
4. Payment of any other DDDA obligations which are subordinate to the Bonds, but are related to the DDDA's role in issuing the Bonds and administering contracts to be funded with Bond proceeds;
5. Reimbursement to the City for any grant or loan payments made to the DDDA to cover debt service on the Bonds or other DDDA obligations pursuant to the Chapter 380 Program as a result of any shortfalls in tax increment of the Downtown Connection TIF District;

Should for any reason the District fail to meet all of the above financial obligations and satisfying all DDDA bond obligations related to reserves and debt service coverage requirements, no funds shall be distributed to any projects

If, after meeting the above financial obligations and satisfying all DDDA bond obligations related to reserves and debt service coverage requirements, the remaining funds may be used as *Available Funds* to meet other TIF financial obligations including but not limited to the reimbursement of certain project costs for eligible projects.

A *Completed Project* shall be entitled to receive its *Individual Increment* each year if the total amount of *Available Funds* is greater than the total *Shared Increment* for all *Eligible Projects*. Should the amount of *Available Funds* be less than the total *Shared Increment* in a given year, a *Completed Project* shall be reimbursed based on their *Performance Percentage*. The unpaid balance of the *Individual Increment* owed to a project shall be deemed as "*Accrued Priority Increment*" and shall be paid in the following year(s) prior to the distribution of any Individual Increment payments.

Exhibit H

Should any *Available Funds* remain after distribution of all *Accrued Priority Increment payments* and all *Individual Increment payments* to *Eligible projects*, the *Remaining Funds* shall be distributed in accordance to the Downtown Connection TIF District Modified Queue Reimbursement Policy approved by the Downtown Connection TIF District Board of Directors on September 30, 2009.

THE REIMBURSEMENT QUEUE

The *Reimbursement Queue* shall list all approved Downtown Connection TIF District projects in order of priority based upon the earlier date in which the developer submits evidence of an executed construction loan and receipt of a building permit. Projects, such as Stoneleigh Hotel and Santa Fe IV, which were completed prior to the adoption of this policy, shall be placed in the queue based on their date of completion.

Each year, City staff is required to verify the status of all approved Downtown Connection TIF District projects as of June 1st. Those projects which have been completed shall be eligible to receive their Individual Increment; and shall be eligible to receive all or a portion of those funds which remain after the distribution of all Individual Increment payments. Payments from the *Remaining Funds* shall be made to completed projects in order of their priority ranking.

The amount of *Remaining Funds* distributed to a project shall not exceed the project's Total TIF Award (including interest when applicable) less the amount of *Cumulative Individual Increment* paid to date for a project. After such payment(s) are made, any leftover funds shall be distributed to the next completed project in order of their priority ranking.

Should a project which has not been completed as of June 1st of a given year have priority ranking over a project which has been completed, the uncompleted project shall be deemed "bumped" and shall not receive any payments for that year. A project may be "bumped" by more than one project in a given year. However, a "bumped" project shall retain its priority ranking for subsequent years.

As projects are approved by City Council for funding from the Downtown Connection TIF Fund, they shall be given the lowest priority ranking until such time the developer submits evidence of: **(1) an executed construction loan and receipt of a building permit or (2) final certificate of occupancy.** At which time, the reimbursement queue shall be updated. Once a project has been completed, its priority ranking shall not be subject to change. The City's Director of Economic Development will make the final determination in applying future available revenues in the TIF Fund among Projects.

Exhibit H

Downtown Connection TIF District Reimbursement Queue As of May 2015

Reimbursement Priority ¹	Project Name	Priority Date	Construction Status	Primary TIF Reimbursement	Maximum Interest	Total Eligible TIF	Project Generated	Reimbursement Status
1	Stoneleigh Hotel	5/30/2010	Completed	\$2,500,000	\$0	\$2,500,000	Yes	In Progress
2	Hall Lone Star ²	5/30/2010	Completed	\$852,764	\$225,871	\$1,078,635	No	Paid In Full
3	Santa Fe IV - Aloft Hotel	5/30/2010	Completed	\$3,734,419	\$0	\$3,734,419	No	Paid In Full
4	Grand Ricchi Dallas - 1600 Pacific	10/26/2010	Completed	\$8,830,000	\$4,040,200	\$9,230,391	No	Paid In Full
5	Joule Hotel Expansion	1/19/2011	Completed	\$20,658,500	\$0	\$20,658,500	No	In Progress
6	Atmos Complex Phase I	6/20/2011	Completed	\$3,250,000	\$3,000,000	\$6,250,000	No	In Progress
7	Joule Hotel Expansion Amendment	8/10/2011	Completed	\$3,194,409	\$0	\$3,194,409	No	In Progress
8	Continental Building ³	9/16/2011	Completed	\$13,305,700	\$4,222,588	\$17,528,288	No	To Be Paid
9	Atmos Complex Phase II	5/21/2013	Completed	\$11,750,000	\$5,000,000	\$16,750,000	No	N/A
10	Hall Lone Star Project - Phase II ²	8/22/2013	Under Construction	\$5,000,000	\$1,774,129	\$6,774,129	No	N/A
11	PetroCorrigan Project - Phase I (Saint Elm Hotel)	2/13/2014	Under Consideration	\$10,300,000	\$0	\$10,300,000	No	N/A
12	LTV Tower Project	5/5/2014	Under Construction	\$17,500,000	\$0	\$17,500,000	No	N/A
13	The Olympic	10/24/2014	Under Construction	\$45,000,000	\$5,000,000	\$50,000,000	No	N/A
TBD	500 S. Erway	TBD	Under Construction	\$5,000,000	\$0	\$5,000,000	Yes	N/A
TBD	Statler/Library/Jackson Street	TBD	Under Construction	\$46,500,000	\$0	\$46,500,000	No	N/A
TBD	Mayflower Building (411 N. Akard St.)	TBD	Approved	\$10,000,000	\$0	\$9,000,000	No	N/A
TBD	1712 Commerce	TBD	Under Consideration	\$10,500,000	\$0	\$10,500,000	No	N/A
TBD	PetroCorrigan Project - Phase II (Corrigan Tower)	TBD	Under Consideration	\$9,700,000	\$0	\$9,700,000	No	N/A
\$246,198,771								

Notes:

¹The priority ranking of an approved project is established by the submittal of evidence to the City of an executed construction loan and building permit for the project.

²Hall Lone Star Project, Phases I and II, is eligible to receive up to \$2M in interest. The full \$2M in interest is shown in Phase I of the project.

³The Total TIF Reimbursement for the Continental Building project is \$22,028,288 (includes an additional \$2.5M in bond proceeds and \$2M in affordable housing funds).

⁴Based on the development agreement for the project, reimbursement may take the form of project generated increment only or project generated increment plus shared increment.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing/Community Services

CMO: A. C. Gonzalez, 670-3297

MAPSCO: 56V 56Z 57S 57W

SUBJECT

Authorize a housing development loan in an amount not to exceed \$540,000 with Dallas Area Habitat for Humanity for construction of 18 affordable single family homes for the Joppa Neighborhood Project to be located on scattered sites in the Joppa Neighborhood area – Not to exceed \$540,000 - Financing: 2014-15 HOME Investment Partnership Program Grant Funds

BACKGROUND

On February 2, 2015, the City posted a Notice of Funding Availability (NOFA) in the amount of \$4M requesting developers to submit proposals to build single family homes in the city limits of Dallas. Dallas Area Habitat for Humanity (DAHFH) submitted a proposal to the City of Dallas for the development of 18 affordable housing units for low and moderate income families.

Dallas Area Habitat for Humanity (DAHFH) has had prior contracts with the City to develop homes in West Dallas, Mills City, and Rochester Park areas. DAHFH has been working in this neighborhood for over 5 years and has rehabbed more than 17 homes built 58 new homes and leveraged over \$7,241,000 for neighborhood improvements.

The project will receive FY 2014-15 HOME Investment Partnership Program Funds from the Department of Housing and Urban Development (HUD) appropriated for housing developments such as this. The City of Dallas will provide gap construction financing for the units to be built and sold to eligible low and moderate income families. The construction work will be completed within a year with occupancy within the same year.

Upon sale, the lien will be released but deed restrictions will remain on the property for 10 years.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

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

On May 18, 2015, the Housing Committee was briefed on the Single Family project for recommendation to City Council.

FISCAL INFORMATION

2014-15 HOME Investment Partnership Program Grant Funds - \$540,000

OWNER

Dallas Area Habitat for Humanity

Bill Hall, Chief Executive Officer

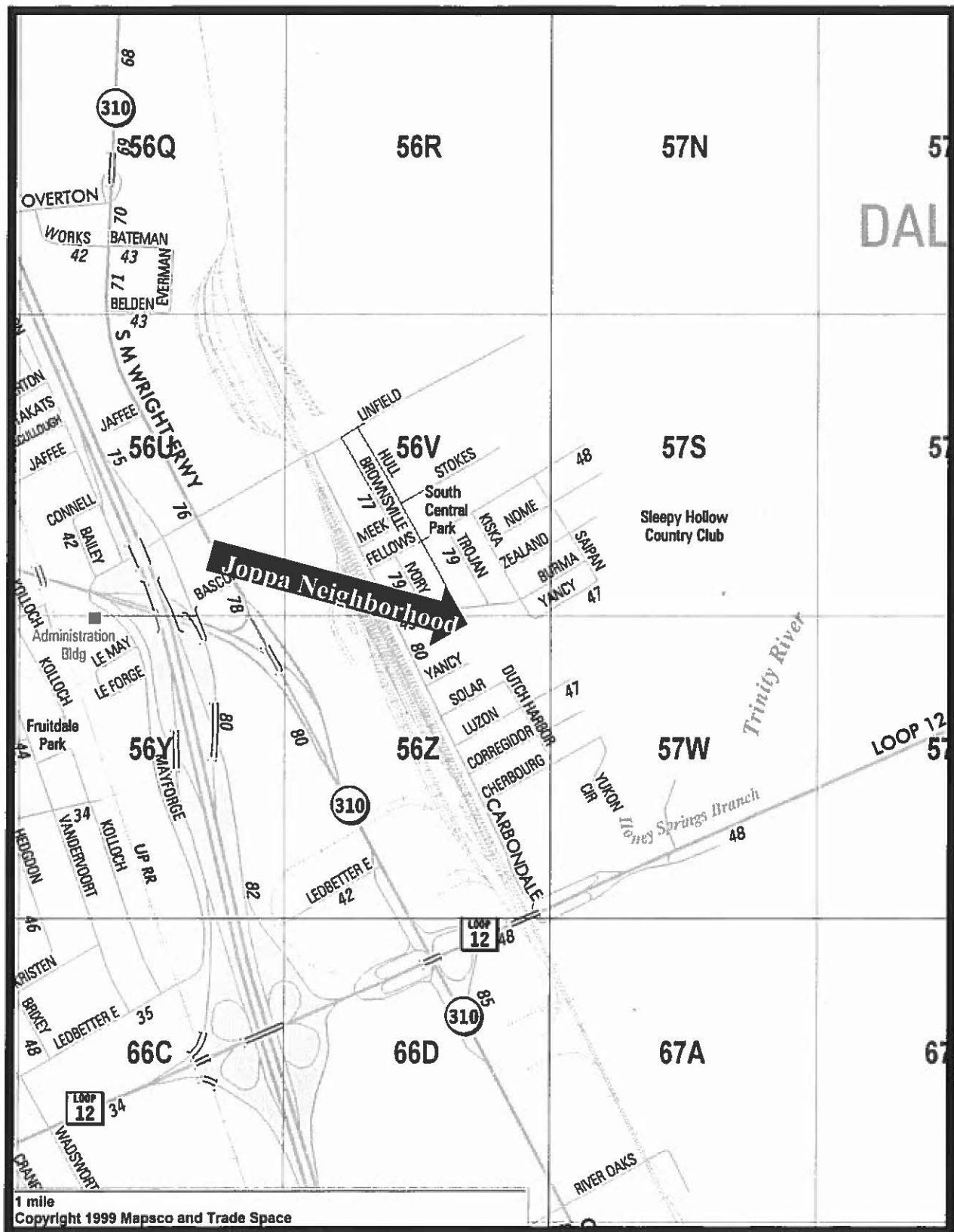
DEVELOPER

Dallas Area Habitat for Humanity

Bill Hall, Chief Executive Officer

MAP

Attached



MAPSCO 56V Z; 57S W

June 10, 2015

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

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

WHEREAS, on May 18, 2015, the Housing Committee was briefed on the Single Family project for recommendation to City Council; and

WHEREAS, Dallas Area Habitat for Humanity proposes to work with the City of Dallas to undertake the development of 18 affordable units in the Joppa Neighborhood Project; and

WHEREAS, the City desires for Dallas Area Habitat for Humanity to develop affordable units for low and moderate income families; **NOW, THEREFORE,**

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

Section 1. That following approval as to form by the City Attorney, the City Manager is authorized to execute a housing development loan in an amount not to exceed \$540,000 with Dallas Area Habitat for Humanity (DAHFH) for the development of 18 affordable single family homes to be located in the Joppa Neighborhood Project.

Section 2. The terms of the loan agreement include:

- (a) DAHFH must execute a note payable for \$540,000 to the City of Dallas for the loan.
- (b) DAHFH will execute a lien through a Deed of Trust and deed restriction for a 10-year term for the affordable units.
- (c) DAHFH will use the funds to gap the construction costs for the units and developer fees in the amount of \$180,000 and will keep the proceeds from the sale of the units.
- (d) DAHFH will have one (1) year to fully complete the project.
- (e) DAHFH must build and occupy the affordable units with low and moderate income families with incomes at or below 80% of area median family income.
- (f) The City will subordinate first lien position to the interim construction lender.
- (g) DAHFH will be partially released from their liens on a prorata basis as each home is built and sold to a low-income homebuyer.

June 10, 2015

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

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

Dallas Area Habitat for Humanity				Vendor #VC0000002756		
			Object			
<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Code</u>	<u>Program #</u>	<u>Encumbrance</u>	<u>Amount</u>
HM14	HOU	467G	3015	HM14JOPPA	HOU467GH163	\$540,000

Section 5. That the City Controller is hereby authorized to record notes receivable-developers loan in balance sheet account (033F) and an allowance for uncollectible debt in (022D) in fund HM14 for the amount of the loan.

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

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing/Community Services

CMO: A. C. Gonzalez, 670-3297

MAPSCO: 46T

SUBJECT

Authorize a housing development loan in an amount not to exceed \$112,000 with Southfair Community Development Corporation, a certified Community Housing Development Organization, for construction of two affordable single family homes located at 2800 Park Row – Not to exceed \$112,000 - Financing: 2002-03 HOME Funds (\$60,000) and 2005-06 HOME Funds (\$52,000)

BACKGROUND

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

Southfair is a certified CHDO and had a prior contract with the City to complete acquisition, demolition and predevelopment of the 2800 Park Row property. They completed the acquisition, demolition, and plans for the homes and now, Southfair has obtained interim construction financing with Capital One for a portion of the construction costs of the units.

The project will receive 2002-03 HOME Funds and 2005-06 HOME Funds from the Department of Housing and Urban Development (HUD) which the City Council appropriated for housing developments such as this. The City of Dallas will provide gap construction financing for the units to be built and sold to eligible low and moderate income families.

BACKGROUND (continued)

The construction work will be completed within a year with occupancy within the same year. Upon sale, lien will be released but deed restrictions will remain on the property for 15 years.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

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

On April 6, 2015, the Housing Committee received a briefing memo on the Single Family NOFA project submissions.

FISCAL INFORMATION

2002-03 HOME Funds - \$60,000
2005-06 HOME Funds - \$52,000

OWNER

Southfair Community Development Corporation

Annie Evans-Jones, Executive Director

DEVELOPER

Southfair Community Development Corporation

Annie Evans-Jones, Executive Director

MAP

Attached

June 10, 2015

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

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

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

WHEREAS, Southfair Community Development Corporation (Southfair) proposes to work with the City of Dallas to undertake the development of two (2) affordable units at 2800 Park Row; and

WHEREAS, the City desires for Southfair to develop affordable units for low and moderate income families; **NOW, THEREFORE**,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is authorized to execute a housing development loan in an amount not to exceed \$112,000 with Southfair Community Development Corporation, a certified CHDO, for the development of two affordable single family homes to be located at 2800 Park Row.

Section 2. The terms of the loan agreement include:

- (a) Southfair must execute a note payable of \$112,000 to the City of Dallas for the loan.
- (b) Southfair will execute a lien through a Deed of Trust and deed restriction for a 20-year term for the affordable units.
- (c) Southfair will use the funds to gap the construction costs of the units and developer fee up to \$15,000 per unit and will remit any proceeds to the City after paying the interim construction lien and allowable closing costs. In the case of lease to own, Southfair will remit proceeds from the rents after deducting a 10% management fee.
- (d) Southfair will have one (1) year to fully complete the project.
- (e) Southfair must build and occupy the affordable units to low and moderate income families with incomes at or below 80% of area median family income.

June 10, 2015

- (f) The City will subordinate first lien position to the interim construction lender.
- (g) The City will release Southfair's lien on a prorata basis as each unit is sold to a low-income household at or below 80% AMFI.

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

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

Southfair Community Development Corporation					Vendor # 345471	
			Object			
<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Code</u>	<u>Program #</u>	<u>Encumbrance</u>	<u>Amount</u>
HM02	HOU	2356	3015	HM02PROW	HOU2356G158	\$60,000
HM05	HOU	4384	3015	HM02PROW	HOU2356G158	\$52,000

Section 5. That the City Controller is hereby authorized to record notes receivable in balance sheet account (033F) and deferred revenue-home loan in (0859) in funds HM02 and HM05 for the amount of the loan.

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

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing/Community Services

CMO: A. C. Gonzalez, 670-3297

MAPSCO: 46P 46T 46U 56C

SUBJECT

Authorize a housing development loan in an amount not to exceed \$320,000 with South Dallas Fair Park/Innercity Community Development Corporation, a certified Community Housing Development Organization, for construction of five affordable single family homes located on scattered sites in the Fair Park area - Not to exceed \$320,000 - Financing: 2005-06 HOME Funds

BACKGROUND

On February 2, 2015, the City posted a Notice of Funding Availability (NOFA) in the amount of \$4 million, of which \$1 million was for projects to be developed by Community Housing Development Organizations (CHDOs), requesting developers to submit proposals to build single family homes in the city limits of Dallas. South Dallas fair Park/Innercity Community Development Corporation (ICDC) submitted a proposal to the City of Dallas for the development of five (5) affordable housing units for low and moderate income families.

ICDC is a certified CHDO and has had several prior development projects with the City. They completed the acquisition, predevelopment and site plans for the homes and now has obtained interim construction financing with Capital One for a portion of the construction of the units.

The project will receive 2005-06 HOME Investment Partnership Program Grant Funds from the Department of Housing and Urban Development (HUD) which the City Council appropriated for housing developments such as this. The City of Dallas will provide gap construction financing for the units to be built and sold to eligible low and moderate income families.

BACKGROUND (continued)

The construction work will be completed within a year with occupancy within the same year. Upon sale, lien will be released but deed restrictions will remain on the property for 15 years.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

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

On April 6, 2015, the Housing Committee received a briefing memo on the Single Family NOFA project submissions.

FISCAL INFORMATION

2005-06 HOME Funds - \$320,000

OWNER

**South Dallas Fair Park/Innercity
Community Development Corporation**

Diane Ragsdale, Executive Director

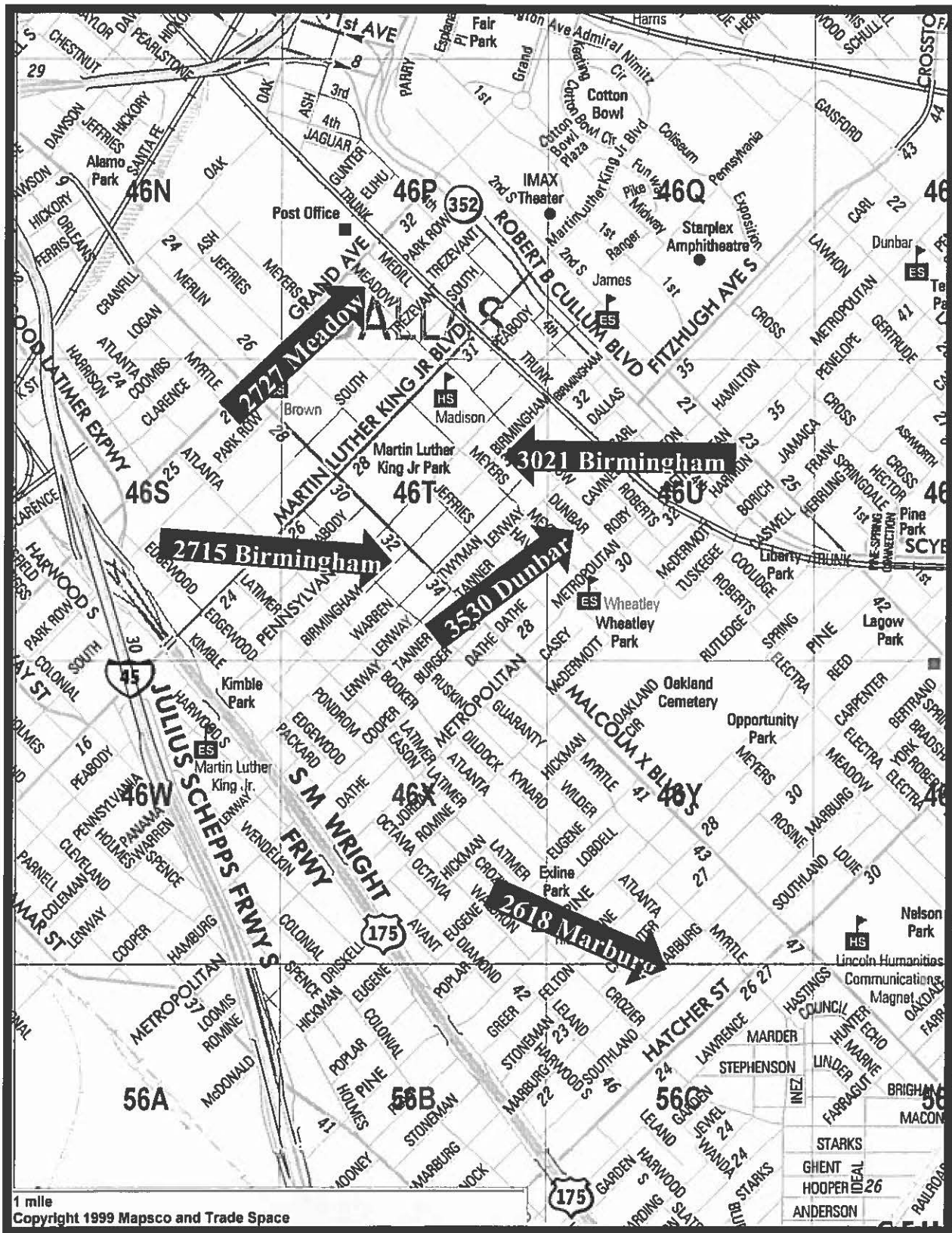
DEVELOPER

**South Dallas Fair Park/Innercity
Community Development Corporation**

Diane Ragsdale, Executive Director

MAP

Attached



MAPSCO 46P,T,U 56C

June 10, 2015

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

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

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

WHEREAS, South Dallas Fair Park/Innercity Community Development Corporation proposes to work with the City of Dallas to undertake the development of five affordable units at scattered sites in the Fair Park area; and

WHEREAS, the City desires for South Dallas Fair Park/Innercity Community Development Corporation to develop affordable units for low and moderate income families; **NOW, THEREFORE**,

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

Section 1. That following approval as to form by the City Attorney, the City Manager is authorized to execute a housing development loan in an amount not to exceed \$320,000 with South Dallas Fair Park/Innercity Community Development Corporation, a certified CHDO, for the development of five affordable single family homes to be located on scattered sites in the Fair Park area.

Section 2. The terms of the loan agreement include:

- (a) South Dallas Fair Park/Innercity Community Development Corporation must execute a note payable of \$320,000 to the City of Dallas for the loan.
- (b) South Dallas Fair Park/Innercity Community Development Corporation will execute a lien through a Deed of Trust and deed restriction for a 15-year term for the affordable units.
- (c) South Dallas Fair Park/Innercity Community Development Corporation will use the funds to gap the construction costs of the units and developer fee up to \$15,000 per unit and will remit any proceeds to the City after paying the interim construction lien and allowable closing costs.
- (d) South Dallas Fair Park/Innercity Community Development Corporation will have one (1) year to fully complete the project.

June 10, 2015

- (e) South Dallas Fair Park/Innercity Community Development Corporation must build and occupy the affordable units to low and moderate income families with incomes at or below 80% of area median family income.
- (f) The City will subordinate first lien position to the interim construction lender.
- (g) The City will release South Dallas Fair Park/Innercity Community Development Corporation's lien on a prorata basis as each unit is sold to a low-income household at or below 80% AMFI.

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

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

South Dallas Fair Park/Innercity Community Development Corporation Vendor # 266539

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Object Code</u>	<u>Program #</u>	<u>Encumbrance</u>	<u>Amount</u>
HM05	HOU	4384	3015	HM05FPAR	HOU4384G159	\$320,000

Section 5. That the City Controller is hereby authorized to record notes receivable in balance sheet account (033F) and deferred revenue-home loan in (0859) in fund HM05 for the amount of the loan.

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

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

AGENDA ITEM # 39

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 10

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 16 Y; 26 C; D

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Planned Development District No. 456 along the south line of Forest Lane, the north line of Stults Road, west of Shepherd Road

Recommendation of Staff and CPC: Approval, subject to a conceptual plan, development plan for Subareas A and B, development plan for Subarea C, Phase I, and conditions

Z145-166(WE)

ACM: Ryan S. Evans**FILE NUMBER:** Z145-166(WE) **DATE FILED:** January 23, 2015**LOCATION:** Along the south line of Forest Lane, the north line of Stults Road, west of Shepherd Road**COUNCIL DISTRICT:** 10 **MAPSCO:** 26C, D, 16Y**SIZE OF REQUEST:** Approx. 66.33 acres **CENSUS TRACT:** 78.05

APPLICANT / OWNER: Presbyterian Village North LLC**REPRESENTATIVE:** Robert Baldwin, Baldwin Associates**REQUEST:** An application for an amendment to Planned Development District No. 456.

SUMMARY: The purpose of this request is to replace the existing conceptual/development plan for Subarea A and B with a new conceptual plan and several development plans regarding the campus redevelopment. The campus is in the early stages of a 20-year redevelopment plan. The applicant is proposing to develop a 3,341 square foot church within Subarea C, Phase 1. There are no additional changes to the development rights within the proposed development or PDD conditions.

CPC RECOMMENDATION: Approval, subject to a conceptual plan, development plan for Subareas A and B, development plan for Subarea C, Phase I, and conditions.

STAFF RECOMMENDATION: Approval, subject to a conceptual plan, development plan for Subareas A and B, development plan for Subarea C, Phase I, and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The proposed change to the PD to add the 3,341 square foot church will not have a negative impact on the surrounding properties.
2. *Traffic impact* – The Engineering Section of the Department Sustainable Development and Construction has determined that the increased floor area will not have a detrimental impact upon the surrounding street system. The applicant submitted a TIA report on the request site on a previous zoning case (February 2014) that recommended mitigation on related traffic issues that resulted from the expansion of PDD No. 456. The Ordinance included the recommendation for an evaluation of the signal timing at Forest Lane and Greenville Avenue and restriping to create a turn lane on Landa Lane prior to the completion of the last phase of redevelopment.
3. *Comprehensive Plan or Area Plan Conformance* – The proposed request is in compliance with the forwardDallas! Comprehensive Plan. The request site is located within a Residential Neighborhood Building Block.

BACKGROUND INFORMATION:

- The request site is currently developed with convalescent and nursing homes, hospice care, and related institutions, retirement housing, and adult day care uses. The existing structures range from one to three stories in height. There are multiple buildings that will provide nursing care and wellness programs that are accessory to the convalescent use.
- In February 2014, the City Council approved an amendment to and an expansion of Planned Development District No. 456.

Zoning History: There has been one recent zoning request in the area.

1. Z123-364: On February 12, 2014, the City Council approved an amendment to and an expansion of Planned Development District No. 456 at the location generally bounded by Forest Lane, Landa Lane, Skyline Drive, Shepard Road, and Stults Road.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Skyline Drive	Local	50 ft.	50 ft.
Forest Lane	Principal Arterial	120 ft.	120 ft.
Landa Lane	Local	50 ft.	50 ft.
Shepard Drive	Local	50 ft.	50 ft.
Stults Drive	Local	60 ft.	60 ft.

Traffic: The redevelopment of the convalescent and nursing homes, hospice care, and related institutions, retirement housing, and adult day care uses will provide parking in accordance with Chapter 51A parking requirements in the form of surface parking and underground parking structures.

Land Use:

	Zoning	Land Use
Site	PDD No. 456	Convalescent and nursing homes, hospice care, and related institutions, retirement housing, and adult day care uses
North	IR, PDD No. 141, R-7.5(A)	Office, Retail
South	PDD No. 501, R-10(A),	Church, School
East	R-7.5(A), R-10(A)	Church, Medical office
West	R-10(A), PDD No, 141	Single Family

COMPREHENSIVE PLAN: The fowardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The fowardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site being within a Residential Neighborhood Building Block.

This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections.

LAND USE ELEMENT

GOAL 1.3 PROVIDE EQUITABLE OPPORTUNITIES FOR DALLAS RESIDENTS

Policy 1.3.1 Create housing opportunities throughout Dallas.

HOUSING ELEMENT

GOAL 3.1 ENSURE A SUSTAINABLE AND EFFICIENT LONG-RANGE HOUSING SUPPLY

Policy 3.1.2 Encourage alternatives to single-family housing developments for homeownership.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions

STAFF ANALYSIS:

Development Standards:

<u>DISTRICT</u>	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
PDD No. 456 -existing	Per plan.	Per plan.	Max 1,032 units 0.5 FAR	30 ft. Subareas A, D, E 55 ft. Subareas B, E 72 ft. Subarea C	25%		Convalescent and nursing homes, hospice care, and related institutions, retirement housing, and adult day care uses

Landscaping: The proposed PD conditions indicate that the landscaping for the redevelopment will comply with Article X, but may consider the subareas as artificial lots and may be provided in phasing. This will allow for building permits for the area where construction will occur to provide the required landscaping in that area without having to fully comply with Article X on the entire site until it is fully developed.

CPC Action – May 7, 2014

Motion: It was moved to recommend **approval** of an amendment to Planned Development District No. 456, subject a conceptual plan, development plan for Subareas A and B, development plan for Subarea C, Phase I and conditions along the south line of Forest Lane, the north line of Stults Road, west of Shepherd Road.

Maker: Shellene
Second: Rodgers
Result: Carried: 14 to 0

For: 14 - Emmons, Rodgers, Culbreath, Shidid,
Anantasomboon, Bagley, Lavallaisaa, Tarpley,
Shellene, Schultz, Peadon, Murphy, Ridley, Abtahi

Against: 0
Absent: 1 - Anglin
Vacancy: 0

Notices: Area: 500 Mailed: 249
Replies: For: 4 Against: 9

Speakers: None

<p>LIST OF OFFICERS Presbyterian Village North, LLC</p>
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BOARD OF TRUSTEES

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Ronald J. Gafford
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CPC PROPOSED PDD CONDITIONS

SEC. 51P-456.101. LEGISLATIVE HISTORY.

PD 456 was created by Ordinance No. 22913, passed by the Dallas City Council on October 9, 1996. Ordinance No. 22913 amended Ordinance Nos. 10962 and 19455, Chapters 51 and 51A of the Dallas City Code, as amended. Ordinance No. 22913 was amended by Ordinance No. 24382, passed by the Dallas City Council on September 13, 2000.

SEC. 51P-456.102. PROPERTY LOCATION AND SIZE.

PD 456 was established on property generally located between Skyline Drive and Stults Road, west of Shepherd Road. The size of PD 456 is approximately 66.33 acres.

SEC. 51P-456.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51A apply to this article. In this article, ON-SITE LAUNDRY FACILITY means a facility for the cleaning or laundering of garments or linens used by or for the residents of the convalescent and nursing homes, hospice care, and other related institutions, the retirement housing uses, and the adult day care facility.

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

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

SEC. 51P-456.103.1. EXHIBITS.

The following exhibits are incorporated into this article:

- (1) Exhibit 456A: conceptual/~~development~~ plan.
- (2) Exhibit 456B: traffic improvement plan.
- (3) Exhibit 456C: Development plan for Subarea A.
- (4) Exhibit 456C: Development plan for Subarea B.
- (5) Exhibit 456D: Development plan for Subarea C Phase 1

SEC. 51P-456.103.2. SUBAREAS.

This district is divided into six subareas: Subareas A, B, C, D, E, and F, as shown on the conceptual/~~development~~ plan.

SEC. 51P-456.104. CONCEPTUAL/PLAN AND DEVELOPMENT PLAN.

~~(a) In general. Development and use of the Property must comply with the conceptual/~~development~~ plan (Exhibit 456A). If there is a conflict between the text of this article and the conceptual/~~development~~ plan, the text of this article controls.~~

(a~~b~~) Conceptual plan. Development and use of the Property must comply with the conceptual/~~development~~ plan (Exhibit 456A). If there is a conflict between the text of this article and the conceptual/~~development~~ plan, the text of this article controls.

~~(b) Development Plan for Subareas A and B. The conceptual/~~development~~ plan is the ~~development~~ plan for Subareas A and B. Development and use of the Property must comply with the development plan (Exhibit 456C). If there is a conflict between the text of this article and the development plan, the text of this article controls.~~

~~(c) Development Plan for Subarea C, Phase 1. Development and use of the Property must comply with the development plan (Exhibit 456D). If there is a conflict between the text of this article and the development plan, the text of this article controls~~

~~(d) Subareas C, D, E, and F. The conceptual/~~development~~ plan is the conceptual plan for Subareas C, D, E, and F. A development plan must be approved by the city plan commission before the issuance of any building permit to authorize work in these subareas. If there is a conflict between the text of this article and the development plan, the text of this article controls.~~

SEC. 51P-456.105. MAIN USES PERMITTED.

The following uses are the only main uses permitted:

- Adult day care facility.
- Convalescent and nursing homes, hospice care, and related institutions.
- Retirement housing.

SEC. 51P-456.106. ACCESSORY USES.

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

(b) The following activities or amenities are permitted as accessory uses:

(1) Activity center uses, which include but are not limited to:

- Administrative offices, including an area for the administrator, secretaries, security, accountants, program director, and social worker, and a reception area.
- Auditorium.
- Barber and beauty shops.
- Central dining room.
- Central mail room.
- Chapel, including a chaplain's and counseling office.
- Classrooms for instruction in ceramic, woodworking, weaving, painting, and other crafts.
- Food service area, including an area for the receiving, storage, refrigeration, and preparation of food, and office area.
- Game and card rooms.
- Health offices, including a physician's office with two examining rooms, an occupational therapist office, a physical therapy room, a dental office, and a podiatrist office.
- Library.
- On-site laundry facility.
- Resident commissary and gift shop.
- Volunteer office.

(2) Recreational and related uses, which include but are not limited to:

- One three hole golf course and putting green.
- One greenhouse.
- Three guard houses.
- Six guest houses.
- Maintenance and storage facilities.
- Small park with an appropriate structure.
- Two shuffleboard courts.
- Swimming pool.
- Two tennis courts.

(c) The accessory uses listed in subsection (b) above are intended for the sole use of the residents of the convalescent and nursing homes, hospice care, and related institutions, the retirement housing uses, and the adult day care facility. These uses may be located in one or more buildings or locations on the Property.

SEC. 51P-456.107. YARD, LOT, AND SPACE REGULATIONS.

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

(a) Front, side, and rear yards. Front, side, and rear yard setbacks and exceptions to the setbacks must be provided as shown on the conceptual/~~development~~ plan.

(b) Density. Maximum number of dwelling units or suites is 1,032.

(c) Floor area ratio. Maximum floor area ratio is 0.5.

(d) Height.

(1) Subareas A, D, and F. Maximum structure height is 30 feet.

(2) Subareas B and E. Maximum structure height is 55 feet. The structure located along Stults Road and containing the adult day care facility use and the skilled nursing transitional care building located along Stults Road may project through a residential proximity slope to a height not to exceed 36 feet, as shown on the conceptual/~~development~~ plan.

(3) Subarea C. Maximum structure height is 72 feet.

(e) Lot coverage. Maximum lot coverage is 25 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(f) Lot size. No minimum lot size is required.

(g) Stories. No maximum number of stories.

SEC. 51P-456.108. OFF-STREET PARKING AND LOADING.

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

SEC. 51P-456.109. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P-456.110. LANDSCAPE PLAN, TREE MITIGATION, AND BUFFER STRIP.

~~[(a) A landscape plan that complies with Article X must be approved by the city plan commission for each subarea before issuance of a building permit in that subarea.]~~

(a)[~~(b)~~] A subarea may be considered an artificial lot to satisfy the requirements in Article X. The landscaping in a subarea is allowed in phases ~~if the phases are shown on an approved landscape plan.~~

(b)[~~(c)~~] The area shown as the landscape relief area on the conceptual plan must only provide a solid screening fence to satisfy residential adjacency.

- (c) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P-456.111. SIGNS.

(a) Signs must comply with the provisions for non-business zoning districts contained in Article VII.

(b) A sign that requires right turn only from the hours of 7:30 a.m. to 8:30 a.m. on school days must be erected along Stults Road, as shown on the conceptual/development plan.

SEC. 51P-456.112. PRIVATE STREETS.

Internal driveways may be private streets if designed and constructed in accordance with all city requirements.

SEC. 51P-456.113. FENCING.

A fence located in the required front yard may be built to a maximum height of six feet above grade if the following conditions are met:

(1) Gates for vehicular traffic must be located at least 20 feet from the back of the street curb.

(2) Fence panels having less than 50 percent open surface area must be located at least five feet from the front lot line. For purposes of this section, fence panels are the portions of the fence located between the posts or columns.

(3) Columns may not exceed eight feet in height.

SEC. 51P-456.114. LIGHTING.

Lighting must comply with the following standards:

(1) Tennis courts. Lighting must be reflected downward and directed into the interior of the courts. All lighting must be turned off by 10:00 p.m.

(2) Shuffleboard courts. Lighting must be reflected downward and directed into the interior of the courts. All lighting must be turned off by 10:00 p.m.

(3) Swimming pool. Lighting must be reflected downward and directed into the pool. All lighting must be turned off by 10:00 p.m.

(4) Additional lighting. All additional lighting must be reflected toward the interior of the Property.

SEC. 51P-456.115. TRAFFIC IMPROVEMENTS.

Before the issuance of a permit for construction in Subarea F, the following traffic improvements must, if warranted, be provided in accordance with city standards and the traffic improvement plan (Exhibit 456B) and approved by the traffic engineer:

(1) Restripe Landa Lane for an exclusive right and left turn lane onto Forest Lane;
and

(2) Revise existing traffic signal phasing patterns during the peak period at the Forest Lane and Greenville Avenue intersection.

SEC. 51P-456.116. ADDITIONAL PROVISIONS.

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

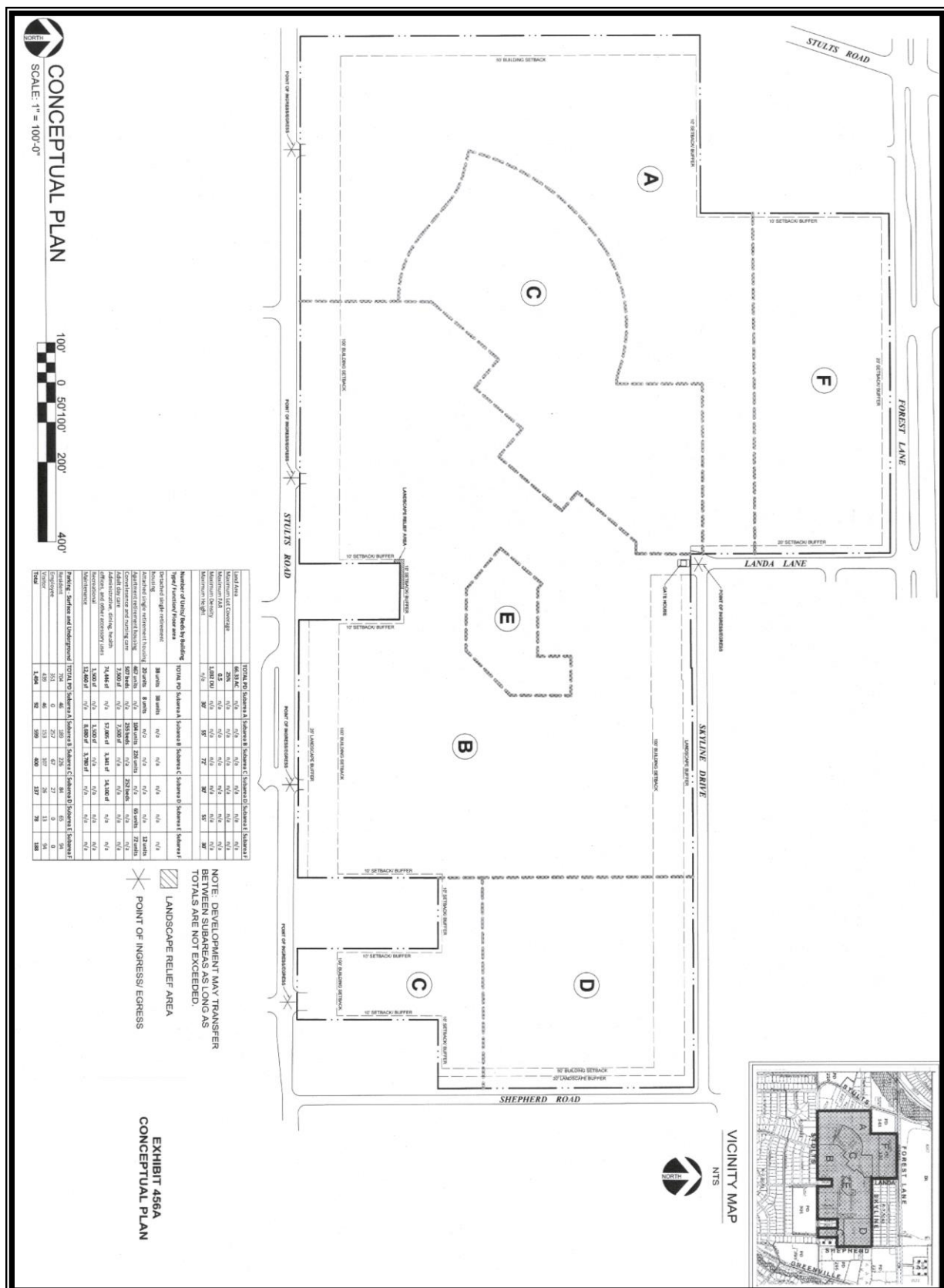
(b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city.

SEC. 51P-456.117. COMPLIANCE WITH CONDITIONS.

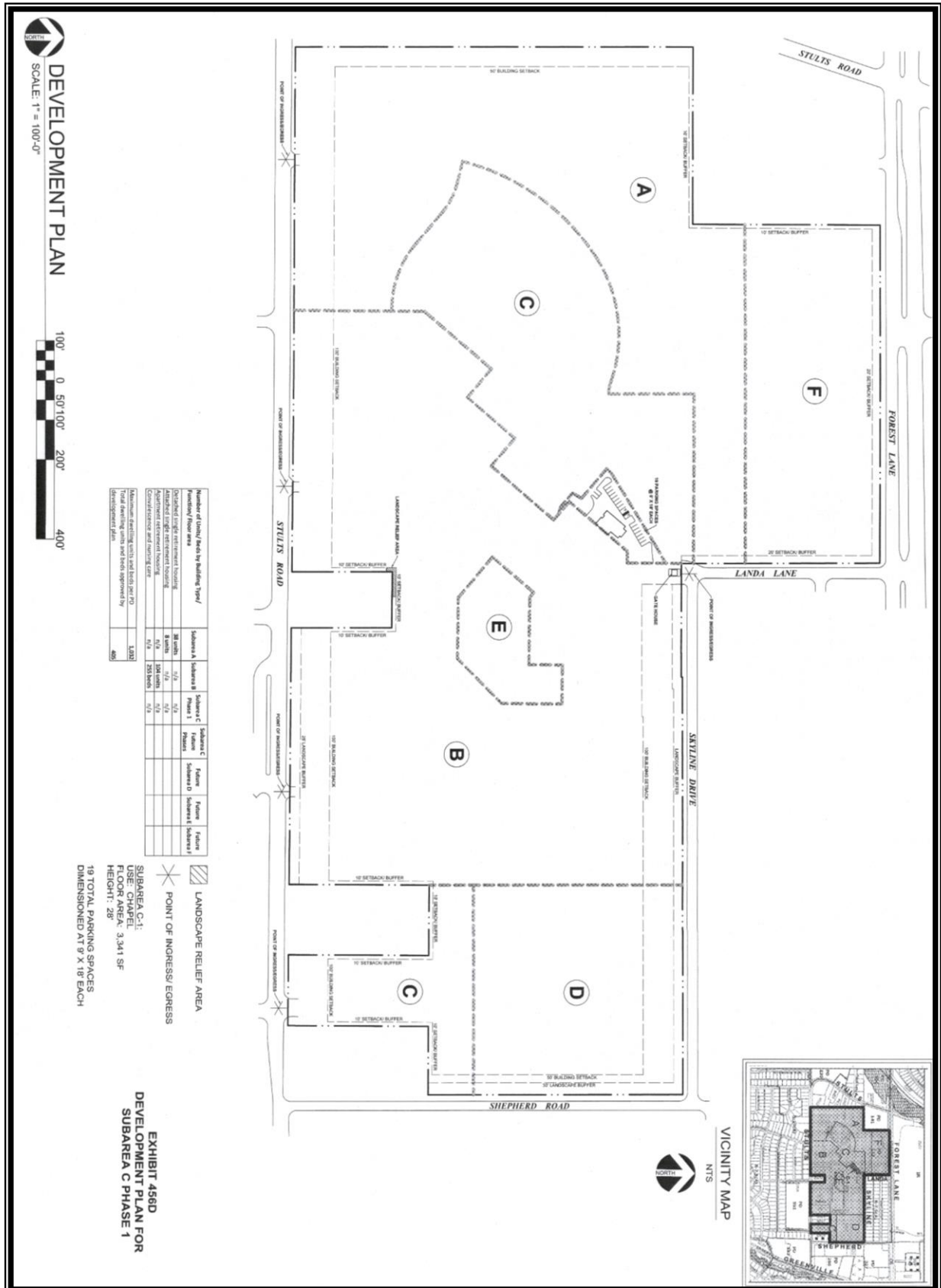
(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the city.

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

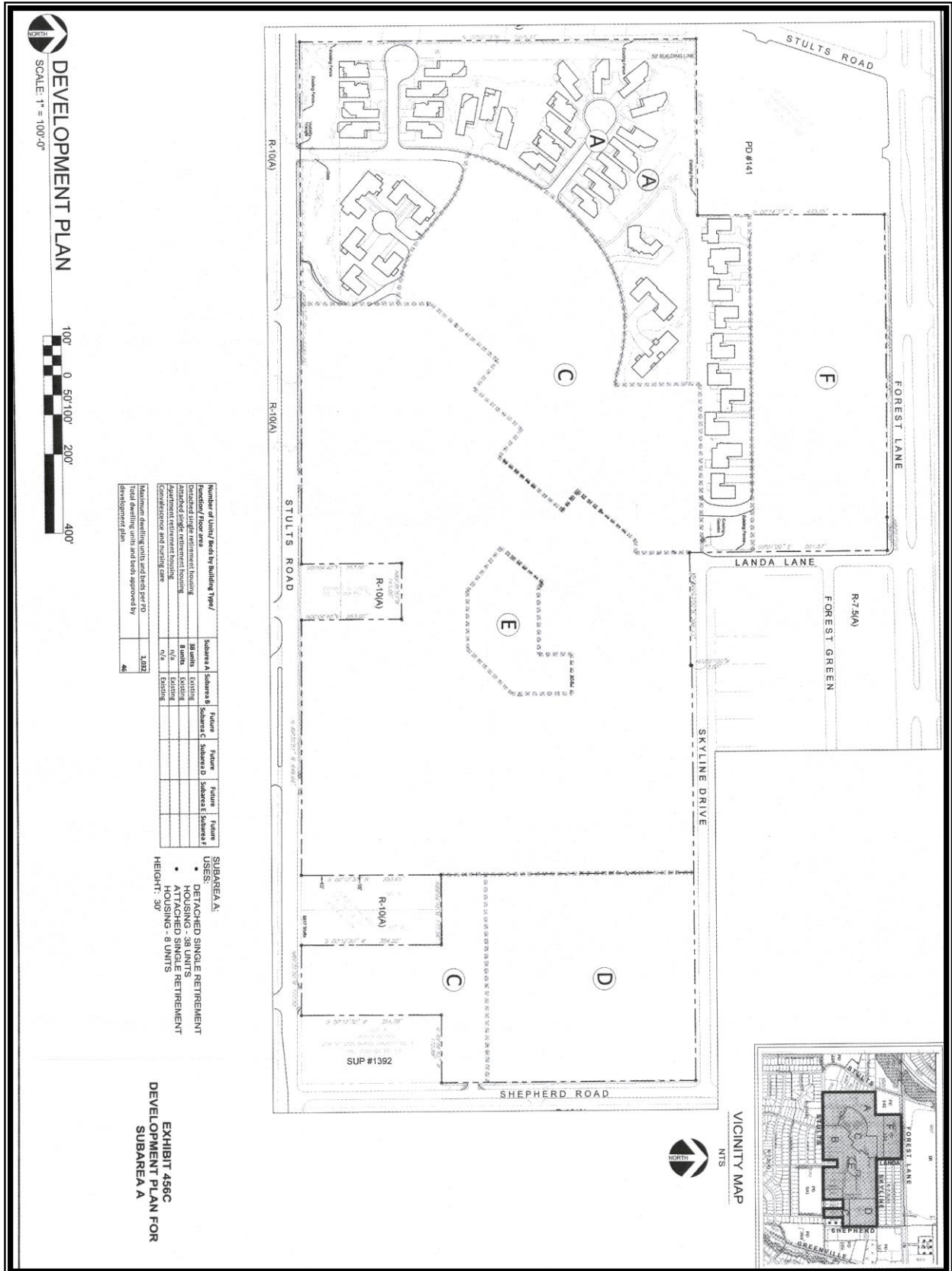
PROPOSED CONCEPTUAL PLAN



PROPOSED DEVELOPMENT PLAN for Subarea C, Phase 1



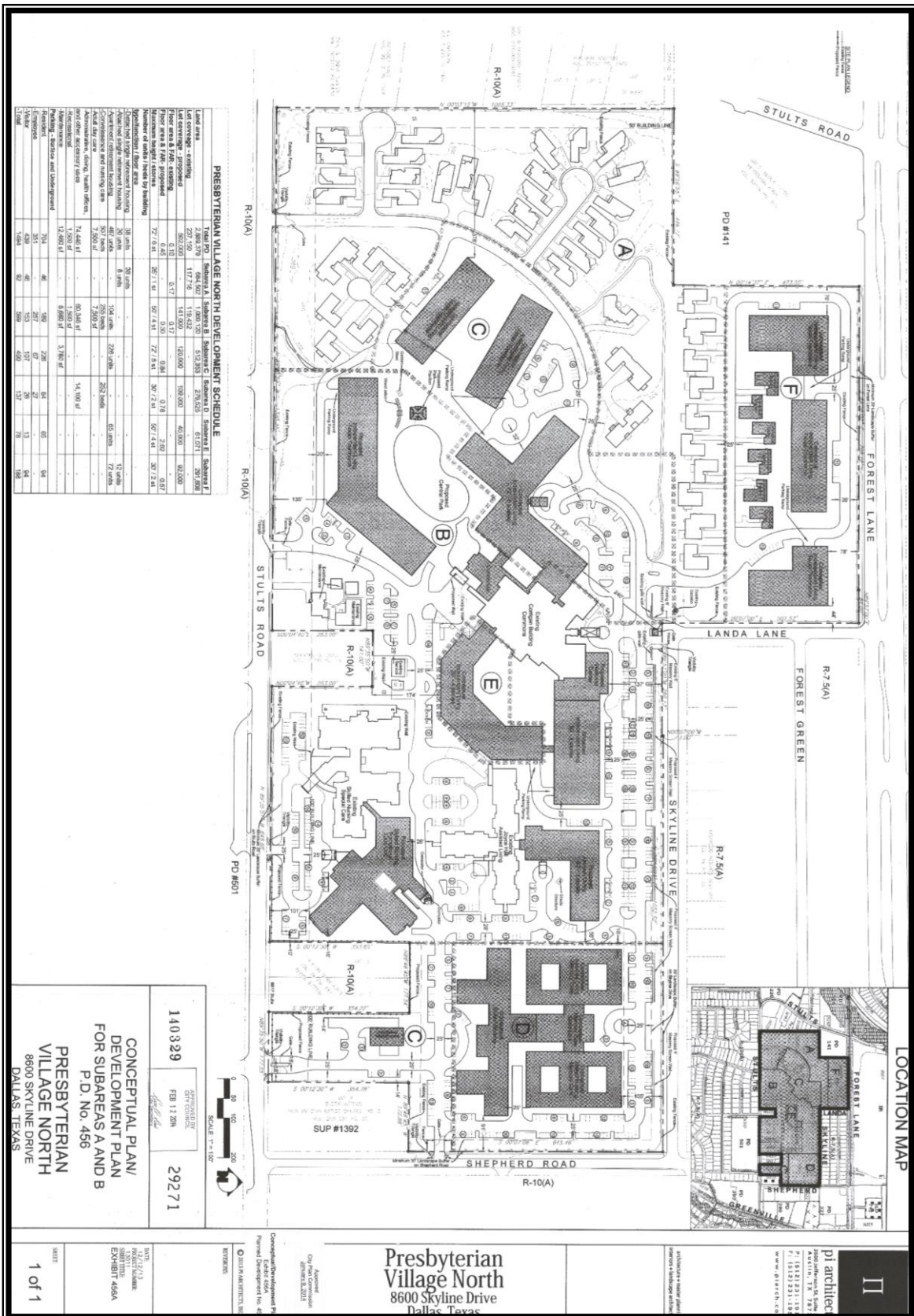
PROPOSED DEVELOPMENT PLAN for Subarea A

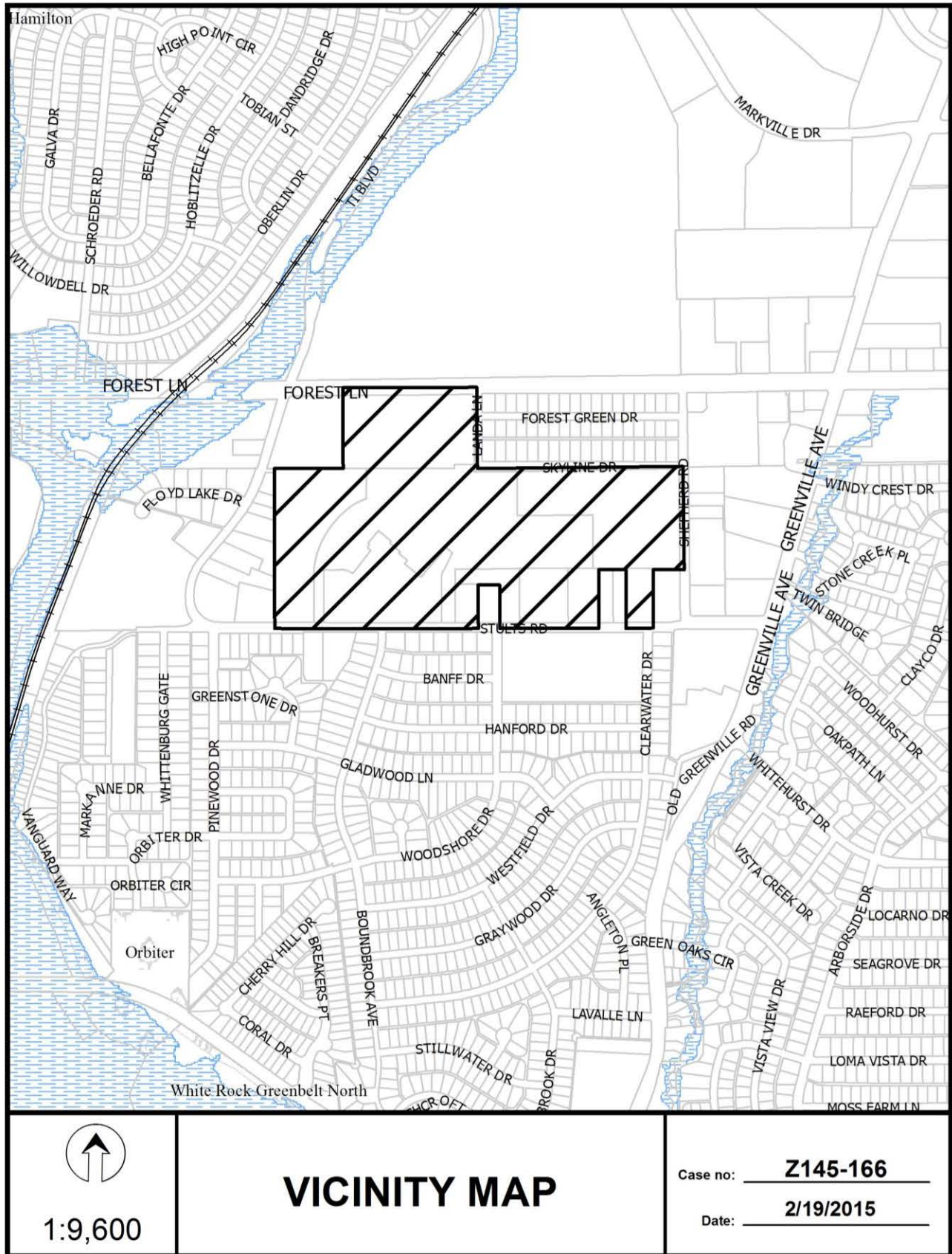


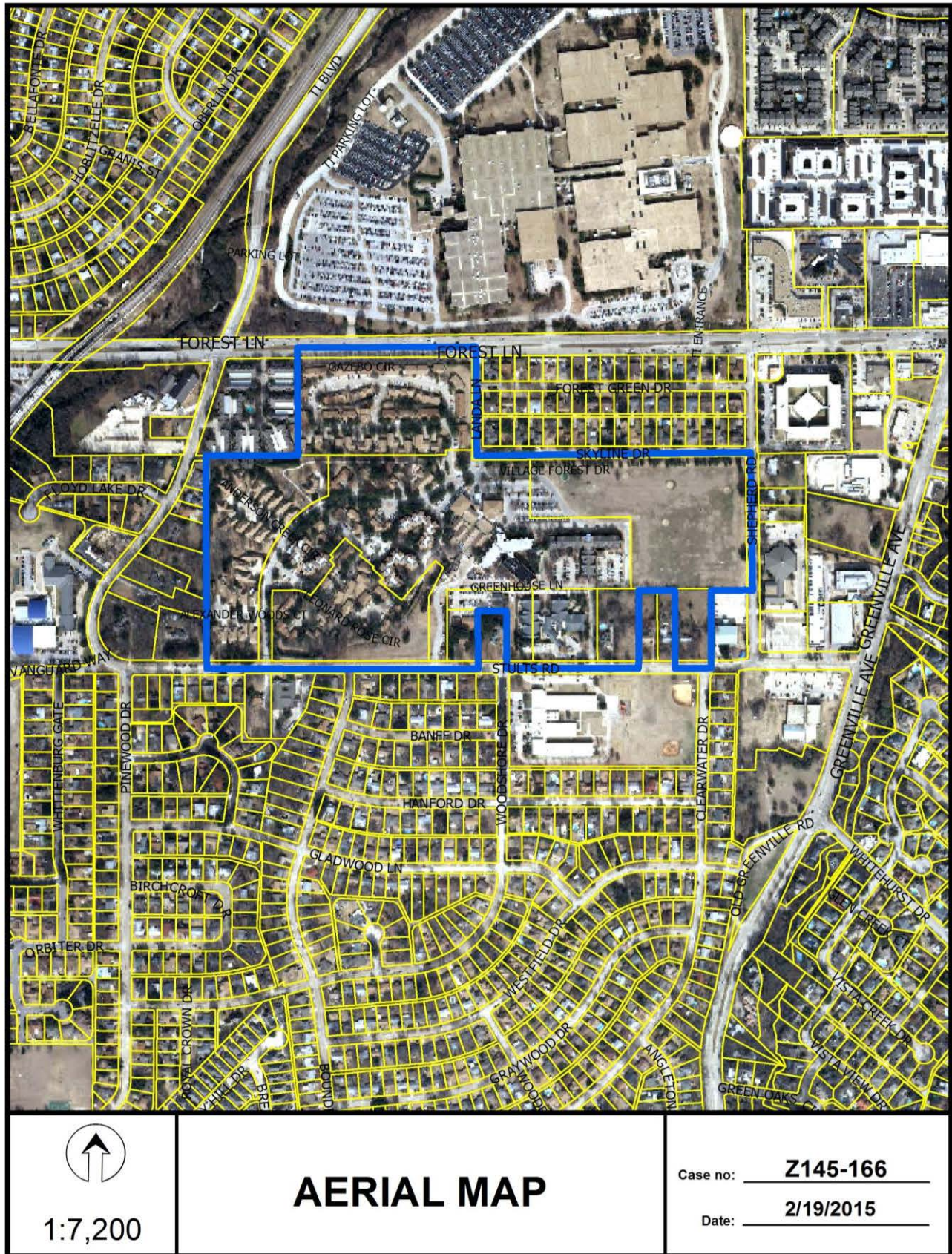




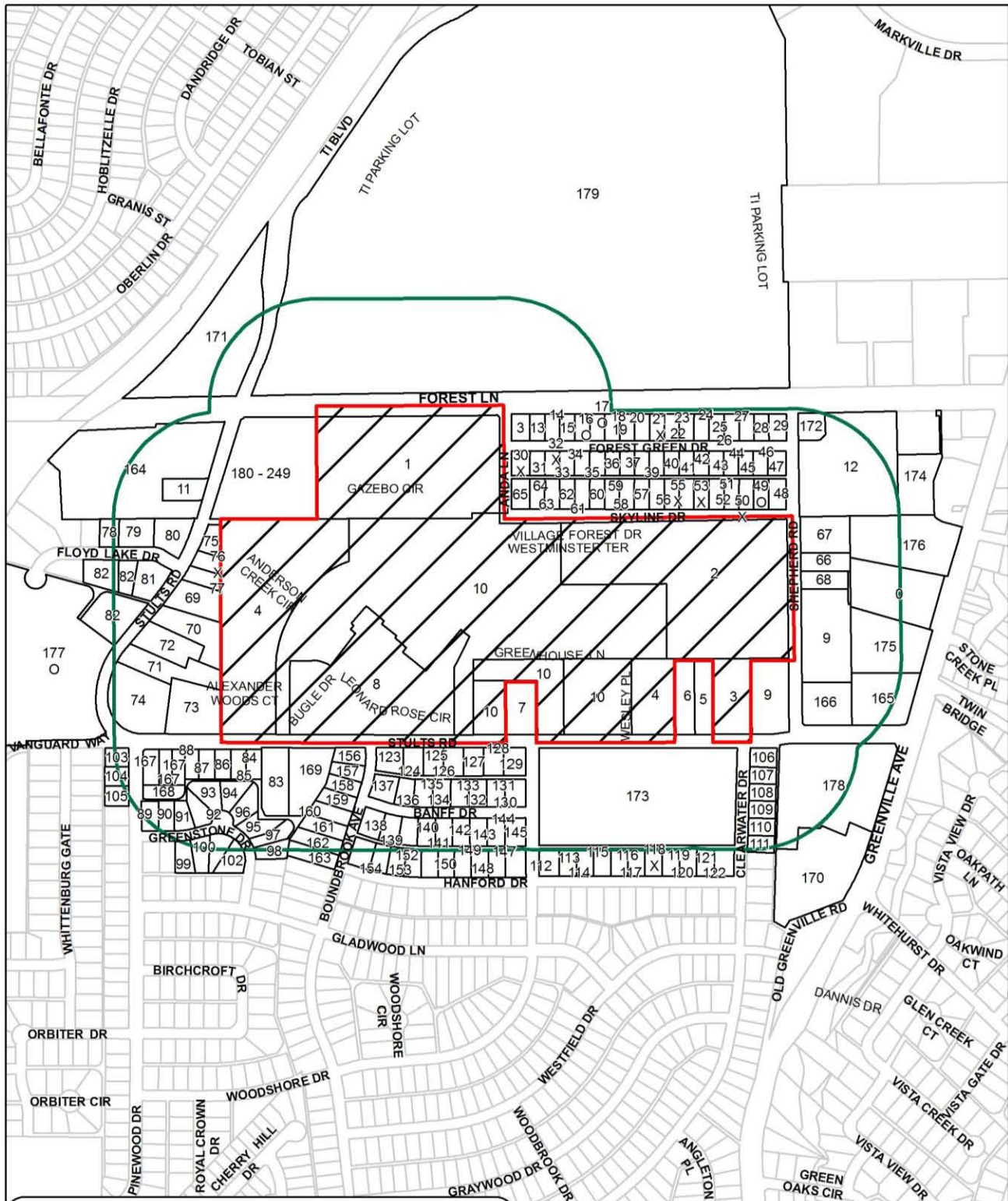
EXISTING DEVELOPMENT PLAN for Subareas A & B







CPC RESPONSES



249 Property Owners Notified (192 parcels)

4 Replies in Favor (4 parcels)

9 Replies in Opposition (9 parcels)

500' Area of Notification

5/7/2015 Date

Z145-166

CPC



1:7,200

Notification List of Property Owners

Z145-166

249 Property Owners Notified

4 Property Owners in Favor

9 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	1100 SKYLINE DR	PRESBYTERIAN VILLAGE N
	2	8800 SKYLINE DR	PRESBYTERIAN VILLAGE NORTH
	3	8605 FOREST GREEN DR	PRESBYTERIAN VILLAGE NORTH
	4	8807 STULTS RD	PRESBYTERIAN VILLAGE NORTH
	5	8817 STULTS RD	CORNELL CLYDE BLAKE
	6	8811 STULTS RD	DAMIENS ROY A
	7	8631 STULTS RD	DAVIS KATHRYN B
	8	8611 STULTS RD	PRESBYTERIAN VILLAGE NO
	9	9550 SHEPHERD RD	NEW MOUNT ZION BAPTIST
	10	8703 STULTS RD	PRESBYTERIAN VILLAGE
	11	8440 STULTS RD	WESTBROOK LEATRICE &
	12	9730 SHEPHERD RD	DALLAS HOUSING AUTHORITY
	13	8611 FOREST GREEN DR	MADERE A R
	14	8617 FOREST GREEN DR	MOSE A & BARBARA J JOHNSON REVOCABLE TRUST
	15	8623 FOREST GREEN DR	OLIVER CHERYL
O	16	8629 FOREST GREEN DR	TEAL PRINCE O & JOYCE W
O	17	8635 FOREST GREEN DR	CASH FAMILY TRUST
	18	8703 FOREST GREEN DR	MACK JESSIE & JUANITA
	19	8709 FOREST GREEN DR	UPSHAW TRAVIS
	20	8715 FOREST GREEN DR	BELAY TEMESGHEN
X	21	8721 FOREST GREEN DR	HUMPHREY MANUEL
	22	8727 FOREST GREEN DR	RUSSELL CHRISTOPHER
	23	8733 FOREST GREEN DR	SEALE RACHEL & NATHAN
	24	8805 FOREST GREEN DR	JAMES DONALD
	25	8811 FOREST GREEN DR	SMITH MURIEL C
	26	8817 FOREST GREEN DR	BIRDSONG TROY A & ROSIE

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	8823 FOREST GREEN DR	SANTAMARIA ALEJANDRO &
	28	8829 FOREST GREEN DR	WILSON NINA
	29	8837 FOREST GREEN DR	JACKSON TASBY MARJORIE TR
	31	8612 FOREST GREEN DR	MULLINS JAMES H
X	32	8618 FOREST GREEN DR	CAVAZOS JOSEPHINE
	33	8624 FOREST GREEN DR	DAVIS LOUIS W JR
	34	8630 FOREST GREEN DR	GAINES WILLIAM R
	35	8636 FOREST GREEN DR	MARGOL STUART
	36	8704 FOREST GREEN DR	CARTER LOZELL
	37	8710 FOREST GREEN DR	COLEMAN RICHARD A
X	38	8716 FOREST GREEN DR	DANIELS KENNETH E
	39	8722 FOREST GREEN DR	PATE ORVILLE C
	40	8728 FOREST GREEN DR	ARAGAW TESFAYE H
	41	8734 FOREST GREEN DR	ALLEN EDWARD L
	42	8806 FOREST GREEN DR	ADAMS CARRIE
	43	8812 FOREST GREEN DR	NOWLIN WILLIAM J
	44	8818 FOREST GREEN DR	BUCKLEY ARTHUR L
	45	8824 FOREST GREEN DR	TUCKER CHRISTINE R & JASON R
	46	8830 FOREST GREEN DR	ALLEN SUMMER L
	47	8838 FOREST GREEN DR	ARNOLD JAMES R
	48	8833 SKYLINE DR	SHRODE JIMMIE M &
O	49	8827 SKYLINE DR	NGUYEN LEHONG T &
X	50	8821 SKYLINE DR	HAAK JOHN G & VIRGINIA L
	51	8815 SKYLINE DR	CANFIELD KEISHA L
	52	8809 SKYLINE DR	MONEY BUNYAN TR
X	53	8803 SKYLINE DR	PETRIN BARBARA C &
	54	8735 SKYLINE DR	WILLIAMS MACLE RAY LF EST
X	55	8729 SKYLINE DR	STEVENS DOROTHY M
	56	8723 SKYLINE DR	ROBERTSON SAMPSON K
	57	8717 SKYLINE DR	PRICE DELORIS A
	58	8711 SKYLINE DR	VANDYKE ARTHELMA

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	59	8705 SKYLINE DR	DANIELS BRUCE E &
	60	8633 SKYLINE DR	BELL ULYSSES S
	61	8627 SKYLINE DR	HAGGERTY MYRNA SUE
	62	8621 SKYLINE DR	HOLMES JAMES SR
	63	8615 SKYLINE DR	TUCKER CHRISTINE RENE &
	64	8609 SKYLINE DR	WOODBERRY MYRA LIFE ESTATE
	65	8603 SKYLINE DR	PRESBYTERIAN VILLAGE NORTH INC
	66	9622 SHEPHERD RD	REGAN MARGARET
	67	9626 SHEPHERD RD	REGAN PETER JAMES &
	68	9616 SHEPHERD RD	REGAN MARGARET
	69	8469 STULTS RD	LERVISIT VIVIT & SUMRITTI
	70	8473 STULTS RD	CARVAJAL MARY ELLEN
	71	8487 STULTS RD	SINGH JATINDER
	72	8483 STULTS RD	HOWELL THOMAS A &
	73	8533 STULTS RD	TURNER PAUL E &
	74	8499 STULTS RD	BAKER JAY KEITH &
	75	8443 STULTS RD	NAJERA BULMARA
X	76	8447 STULTS RD	SMITH BENNETT
	77	8453 STULTS RD	ROBERTS PAULA E &
	78	8331 FLOYD LAKE DR	GOMEZ ALFONSO
	79	8341 FLOYD LAKE DR	CASTLE PHILLIP RAY
	80	8353 FLOYD LAKE DR	MONTGOMERY BOBBY GENE
	81	8350 FLOYD LAKE DR	BUDDHIST CENTER OF DALLAS
	82	8340 FLOYD LAKE DR	BUDDHIST CENTER OF DALLAS
	83	8566 STULTS RD	YOUTH BELIEVING IN CHANGE
	84	8550 STULTS RD	ZEDLITZ GENEVIEVE P
	85	8546 STULTS RD	TRATTER ANGELICA
	86	8542 STULTS RD	BRANHAM MARTHA
	87	8538 STULTS RD	TARNOWER GERALD
	88	8534 STULTS RD	JOHNSON JOHN P ETAL
	89	8405 GREENSTONE DR	HERNANDEZ BENITO

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	90	8411 GREENSTONE DR	CAUDELL DENNIS L
	91	8417 GREENSTONE DR	MARTINEZ JOSEPH F
	92	8423 GREENSTONE DR	DOHEARTY REAL ESTATE LLC
	93	8427 GREENSTONE DR	REYNA MARIO & MARY I
	94	8431 GREENSTONE DR	MILLER BRANDT & VANESSA
	95	8441 GREENSTONE DR	SANDOVAL APOLINAR
	96	8435 GREENSTONE DR	RUSSELL BENJAMIN
	97	8445 GREENSTONE DR	RUIZ OLGA A
	98	8449 GREENSTONE DR	KRUEGER ALEX G IV
	99	8418 GREENSTONE DR	WINKLER NATHA LEE
	100	8424 GREENSTONE DR	WATERS BILL F &
	101	8434 GREENSTONE DR	JACKSON VIRGINIA RUTH &
	102	8448 GREENSTONE DR	WILSON NICKOLAS ZANE
	103	9433 PINWOOD DR	SCHMITZ NANCY J
	104	9425 PINWOOD DR	MATUS GREGORY J & JUDY S MARTINS
	105	9417 PINWOOD DR	GAUTT JIMMIE E
	106	9422 CLEARWATER DR	MARSHALL JERALDENE M &
	107	9416 CLEARWATER DR	DAVIS DOROTHY
	108	9410 CLEARWATER DR	SANCHEZ FEDERICO O & ERIKA L
	109	9404 CLEARWATER DR	STEPHENS CARL EST OF
	110	9324 CLEARWATER DR	FOUNTAIN BOBBY JOE
	111	9318 CLEARWATER DR	JUDD COURT LP
	112	8707 HANFORD DR	GEORGE MONCY &
	113	8715 HANFORD DR	SKODA CODY
	114	8721 HANFORD DR	COLLERETTE C BRYCE &
	115	8727 HANFORD DR	RUVALCABA ROGELIO
	116	8735 HANFORD DR	BARNHART JAMES E
	117	8741 HANFORD DR	ECHOLS HERTHA H
X	118	8805 HANFORD DR	FIELDS L B ESTATE OF
	119	8811 HANFORD DR	MORENO ROBERTO B
	120	8819 HANFORD DR	BOYD CHERYL L

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>	
	121	8827	HANFORD DR	PALMER KAREL L&
	122	8835	HANFORD DR	ROCCA CHRISTOPHER &
	123	8584	STULTS RD	TEXAN MUTUAL LLC
	124	8592	STULTS RD	CERVANTES JOSE
	125	8598	STULTS RD	WALSH GRANT A
	126	8606	STULTS RD	WHETSTONE BEVERLY J
	127	8614	STULTS RD	ONYEBUCHI JENNIFER & KELECHI
	128	8622	STULTS RD	SMITH WILLIE F JR LF EST
	129	8630	STULTS RD	SMITH THOMAS LEE
	130	8633	BANFF DR	REDMAN CECILE M EST OF
	131	8625	BANFF DR	TREVIZO ANASTASIO &
	132	8619	BANFF DR	MARTIN WELTON
	133	8611	BANFF DR	SMITH MARI
	134	8605	BANFF DR	WALLACE HILDA SUE
	135	8599	BANFF DR	WILLIAMS SHIRLEY A
	136	8589	BANFF DR	WHETSTONE BEVERLY
	137	8581	BANFF DR	MINOR JICORI
	138	8580	BANFF DR	BLUE JANE
	139	8586	BANFF DR	ANDERSON SANDRA & JAMES
	140	8598	BANFF DR	TAAFFE SELENE
	141	8606	BANFF DR	BARNHILL VINCE E &
	142	8612	BANFF DR	EMBAYE SOLOMON &
	143	8620	BANFF DR	GRIMES CHRISTOPHER
	144	8626	BANFF DR	HILL KAREN
	145	8634	BANFF DR	AGERLID PATRICIA
	146	8633	HANFORD DR	TERRELL LURLENE &
	147	8625	HANFORD DR	TERRELL BUCKNEY W
	148	8619	HANFORD DR	MERCADO LIVORIO &
	149	8611	HANFORD DR	GRIFFITH CHAD MICHAEL & MELISSA
	150	8605	HANFORD DR	WELKER LUKE & KRISTIN J HENRY
	151	8599	HANFORD DR	JUAREZ BENJAMIN &

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	152	8593 HANFORD DR	ESTRADA EDUARDO
	153	8587 HANFORD DR	TAYLOR STEPHEN E
	154	8581 HANFORD DR	SIBLEY PRENTIS A
	155	8575 HANFORD DR	FENNELL WALTER D
	156	9415 BOUNDBROOK AVE	HUEY JANE ANN
	157	9409 BOUNDBROOK AVE	WHITMAN MATTHEW BRYAN &
	158	9405 BOUNDBROOK AVE	HAAR JANICE
	159	9325 BOUNDBROOK AVE	PARNELL DAVID Z & SUSAN K
	160	9319 BOUNDBROOK AVE	BRYAN PHILIP C &
	161	9315 BOUNDBROOK AVE	HARO KELLY J
	162	9309 BOUNDBROOK AVE	CASE JAMES III
	163	9303 BOUNDBROOK AVE	VALDEZ MARTIN
	164	8350 FOREST LN	GREATER CORNERSTONE BAPT
	165	9505 GREENVILLE AVE	TEXAS HCP HOLDING LP
	166	9510 SHEPHERD RD	NEW MT ZION BAPTIST
	167	8530 STULTS RD	SL ARTSCAPE LLC
	168	9418 PINWOOD DR	TORRES KATHRYN &
	169	8568 STULTS RD	YOUTH BELIEVING IN CHANGE
	170	9303 GREENVILLE AVE	YMCA OF METROPOLITAN
	171	8609 FOREST LN	TEXAS INSTRUMENTS INC
	172	8900 FOREST LN	ARBOREAL CREEK PROPERTIES & INVESTMENTS LL
	173	8700 STULTS RD	RICHARDSON I S D
	174	9076 FOREST LN	TOMROM LTD
	175	9525 GREENVILLE AVE	TEXAS HCP HOLDING LP
	176	9639 GREENVILLE AVE	NORTHWESTERN LAND PARTNERS LP
O	177	8494 STULTS RD	LUTHERAN SECONDARY ASSOC
	178	8920 STULTS RD	YOUNG MENS CHRISTIAN ASSN
	179	8507 FOREST LN	TEXAS INSTRUMENTS INC
	180	8404 FOREST LN	FAIRCHILD GLENDA &
	181	8404 FOREST LN	CLEMENT YLONDA
	182	8404 FOREST LN	ALFORD THOMAS L

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	183	8404 FOREST LN	JOKIEL SEAMUS P
	184	8404 FOREST LN	JOKIEL SEAMUS P &
	185	8404 FOREST LN	SMITH DEBORAH E &
	186	8404 FOREST LN	ALULA HELEN
	187	8404 FOREST LN	WISE BENJAMIN M
	188	8404 FOREST LN	BOND JULIET
	189	8404 FOREST LN	SPANN CLEOLETTA GEE
	190	8404 FOREST LN	LEIJA HECTOR
	191	8404 FOREST LN	BENEDICT JAMES R ETAL
	192	8404 FOREST LN	TREJO CARLOS E
	193	8404 FOREST LN	BD PROPERTY GROUP 2 LLC
	194	8404 FOREST LN	BD PPTY GROUP 2 LLC
	195	8404 FOREST LN	ANSARI SALMAN & AMNA
	196	8404 FOREST LN	TUBBS WALTER E
	197	8404 FOREST LN	SHARPE KEVIN C
	198	8404 FOREST LN	WHITSON ROBERT DALE &
	199	8404 FOREST LN	AGBODJI AYIKOE E
	200	8404 FOREST LN	RUNYON DOLORES F
	201	8404 FOREST LN	HARRIS KIMBERLY ANN
	202	8404 FOREST LN	BAXTER MORRIS RICHARD
	203	8404 FOREST LN	GIPSON SAMUEL
	204	8404 FOREST LN	NEW HOPE FOUNDATION
	205	8404 FOREST LN	SLEEPER WILLIAM E ETAL
	206	8404 FOREST LN	DENMAN W F III
	207	8404 FOREST LN	WERNICK ROSANN
	208	8404 FOREST LN	JOKIEL SEAMUS P & ETAL
	209	8404 FOREST LN	FAIRCHILD GLENDA L &
	210	8404 FOREST LN	GAO ZHENG
	211	8404 FOREST LN	DUDEK VIRGINIA
	212	8404 FOREST LN	VERITY ANDREW
	213	8404 FOREST LN	DAVISON NATHAN G

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	214	8404 FOREST LN	HAZLEWOOD JAMES MERTON
	215	8404 FOREST LN	PELLIZZI AUGUST & KAREN
	216	8404 FOREST LN	JOKIEL SSEAMUS P &
	217	8404 FOREST LN	WATKINS PATRICE A
	218	8404 FOREST LN	COOMER L DON & PAMELA R
	219	8404 FOREST LN	SOBREVILLA VICTOR &
	220	8404 FOREST LN	SADOWSKI JUSTIN M &
	221	8404 FOREST LN	WILLAMS LOREN DEMARK
	222	8404 FOREST LN	BRABY MICHAEL LEE
	223	8404 FOREST LN	NARCISO VINCENT JOSE
	224	8404 FOREST LN	BRADY PAGE L
	225	8404 FOREST LN	FAIRCHILD GLENDA ETAL
	226	8404 FOREST LN	DICKEY SANDRA LYNN
	227	8404 FOREST LN	SOLOMON LIYA
	228	8404 FOREST LN	KAPP ROBERTA E
	229	8404 FOREST LN	FAIRCHILD GLENDA
	230	8404 FOREST LN	BROOKS GLENDA
	231	8404 FOREST LN	EVANS BRENDA
	232	8404 FOREST LN	STOCKETT LORI L
	233	8404 FOREST LN	SETLIFF TARA LEA
	234	8404 FOREST LN	MAZZINI CHRISTOPHER G
	235	8404 FOREST LN	DENMAN WILLIAM F III
	236	8404 FOREST LN	DENMAN W F III
	237	8404 FOREST LN	CHUENCHOMPOO SOMJAI
	238	8404 FOREST LN	GARCIA ANA LAURA
	239	8404 FOREST LN	TRITIPPANICH THITIKARN
	240	8404 FOREST LN	VOGELPOHL CINDY
	241	8404 FOREST LN	KRUSE KENT H
	242	8404 FOREST LN	RATLIFF MARY ANN &
	243	8404 FOREST LN	HARP DONNA
	244	8404 FOREST LN	WEBB SHERI N

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	245 8404	FOREST LN	NEWMAN JOLIE
	246 8404	FOREST LN	PTC INVESTMENTS LLC
	247 8404	FOREST LN	COLES JOSEPH R III
	248 8404	FOREST LN	JANOSEK SANDRA G
	249 8404	FOREST LN	SMITH DORIS
X	A1 8606	FOREST GREEN DR	TURNER BELLE E

AGENDA ITEM # 40

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 9

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 38 K

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CS Commercial Service District and a resolution accepting the deed restrictions volunteered by the applicant on property zoned a CR Community Retail District southeast of Cayuga Drive, northeast of Naylor Street, and north of Peavy Road

Recommendation of Staff and CPC: Approval with deed restrictions volunteered by the applicant

Z145-177(SM)

FILE NUMBER: Z145-177(SM) **DATE FILED:** February 2, 2015

LOCATION: Southeast of Cayuga Drive, northeast of Naylor Street, and north of Peavy Road

COUNCIL DISTRICT: 9 **MAPSCO:** 38K

SIZE OF REQUEST: Approx. 0.6 acres **CENSUS TRACT:** 124.00

REPRESENTATIVE/APPLICANT: Audra Buckley, Permitted Development

OWNER: CTD Landscape, Inc.

REQUEST: An application for a CS Commercial Service District with deed restrictions volunteered by the applicant on property zoned a CR Community Retail District.

SUMMARY: The subject site is on a lot that is currently split-zoned with CS at the front and CR [the zoning of the subject site] in the rear. The owner of the property owns and operates a landscaping service and is unable to use the rear of the property unless the zoning is changed. There is a certificate of occupancy issued in 2012 for a commercial parking lot on the lot for the CS-zoned portion. The applicant seeks to expand the CS district to the east in order to obtain a certificate of occupancy for a contractor's maintenance yard. The volunteered deed restrictions will double the landscape buffer requirement from 10 feet to 20 feet adjacent to residential zoning and further limit the land uses allowed on the site. This zoning change would then allow the owner to apply for a certificate of occupancy and to obtain permits to bring the site into compliance with city codes.

CPC RECOMMENDATION: **Approval** with deed restrictions volunteered by the applicant.

STAFF RECOMMENDATION: **Approval** with deed restrictions volunteered by the applicant.

GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommendation for approval is based upon:

1. *Performance impacts upon surrounding property* –The lot is also surrounded by CS zoning with nonresidential uses to the north, south, and west and abuts an R-7.5(A) zoning to the east with established single family units. Deed restrictions were volunteered in order to limit the allowed uses to contractor's maintenance yard; local utilities; nursery, garden shop, or plant sales; office; outside storage (with visual screening), and temporary construction or sales office and to double the landscaping buffer requirement from 10 feet to 20 feet adjacent to residential zoning in order to mitigate potential impacts to the abutting residences in the east. Additionally, the proposed zoning will blend in to the abutting nonresidential uses to the north, south, and west because of screening and landscaping requirements, residential proximity slope requirements of CS district regulations, and because a residential adjacency review (RAR) is required for a contractor's maintenance yard and outside storage.
2. *Traffic impact* – A traffic impact worksheet was submitted with the application that showed the trip generation at 560 total trips generated. and was therefore exempt from providing a Traffic Impact Study. This area is nonresidential in nature; and as a result, the surrounding roadway system can accommodate the additional trips from the rezoning for this portion of the lot.
3. *Comprehensive Plan or Area Plan Conformance* – The forwardDallas! Comprehensive Plan shows that the request site is located in a Residential Building Block. CS zoning is not typically a zoning district that is envisioned for Residential Building Blocks. However, given the surrounding zoning of the area and the subject site being part of a lot that already has CS zoning, the request can be supported.

BACKGROUND INFORMATION:

- The site was platted in October 1976 in order to combine lots 1 and 2 of Block 13/5357 which are currently zoned a CS district and Block 5357 which is currently zoned a R-7.5(A) district to create lot 1A of Block 13/5357.
- The request site is not developed with buildings and is adjacent to single family uses to the east.
- In 2012, Building Inspection issued a paving and grading permit and a certificate of occupancy for the CS zoned portion of the lot to be operated as a commercial parking lot.

Zoning History: There have been no recent zoning changes in the vicinity within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	ROW
Cayuga Street	Local	70 feet
Naylor Street	Local	80 feet

Land Use:

	Zoning	Land Use
Site	R-7.5(A)	Undeveloped
North	CS	Office/showroom/warehouse
South	R-7.5(A), SUP 40	Office/showroom/warehouse
East	R-7.5(A)	Single Family
West	CS	Office/showroom/warehouse

Comprehensive Plan: The *forwardDallas! Comprehensive Plan* designates the area of request in the Residential Building Block. However, the three out of four of the site's borders are currently developed with nonresidential development.

This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections.

Although the site is within a residential building block, the applicant has volunteered deed restrictions to ultimately limit activities at the site and to provide a landscape buffer that is twice the width that is required by the underlying zoning. The constraints of the deed restrictions allow this undeveloped piece of property to become useable and consistent with its surroundings.

Land Use Compatibility:

The land uses surrounding the request site consist of developed office/showroom/warehouses and other commercial buildings to the north, south, and west. In addition, the northwestern portion of the lot that fronts Cayuga Drive is also zoned a CS district. The proposed development is further limited by the volunteered deed restrictions and thus provides additional measures to respect the adjacent residential properties.

Z145-177(SM)

Landscaping: Deed restrictions were volunteered to increase the landscape buffer from 10 to 20 feet in width. Otherwise, landscaping must be provided in accordance with Article X, as amended.

CPC Action – May 7, 2015:

Motion: It was moved to recommend **approval** of a CS Commercial Service District with revised deed restrictions volunteered by the applicant on property zoned a CR Community Retail District, southeast of Cayuga Drive, northeast of Naylor Street and north of Peavy Road.

Maker: Shellene
Second: Rodgers
Result: Carried: 14 to 0

For: 14 - Emmons, Rodgers, Culbreath, Shidid,
Anantasomboon, Bagley, Lavallaisaa, Tarpley,
Shellene, Schultz, Peadon, Murphy, Ridley, Abtahi

Against: 0
Absent: 1 - Anglin
Vacancy: 0

Notices:	Area: 200	Mailed: 21
Replies:	For: 2	Against: 2
Speakers:	None	

LIST OF OFFICERS
CTD Landscape, Inc.

- Todd Daugherty President and Secretary

VOLUNTEERED DEED RESTRICTIONS

CTD Landscape, Inc.

DEED RESTRICTIONS

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

I.

The undersigned, CTD Landscape, Inc., a Texas Corporation ("the Owner"), is the owner of the following described property ("the Property"), being in particular a tract of land out of the Burch Survey, Instrument No. 201500013171, City Block 13/5357, City of Dallas ("City"), County, Texas, and being that same tract of land conveyed to the Owner by Joseph Tellini, by deed dated January 16, 2015, and recorded in Volume 76208, Page 14, in the Deed Records of Dallas County, Texas, and being more particularly described as follows:

LOT 1-A, BLOCK 13/5357, BURCH SUBDIVISION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 76208, PAGE 14, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS

II.

The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

(a) The following uses are the only main uses permitted:

- (1) Contractor's maintenance yard. [RAR]
- (2) Crop production.
- (3) Local utilities.
- (4) Nursery, garden shop, or plant sales.
- (5) Office.
- (6) Outside storage (with visual screening). [RAR]
- (7) Temporary construction or sales office.

(b) A minimum 20-foot-wide landscape buffer strip is required where a residential adjacency exists. The buffer strip must contain buffer plant materials as defined in Section 51A-10.125(b)(7).

III.

These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.

IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City of Dallas by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.

V.

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

VI.

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

VII.

The Owner agrees to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with the provisions of this document.

VIII.

The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

IX.

Unless stated otherwise in this document, the definitions and provisions of Chapter 51A of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document.

X.

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

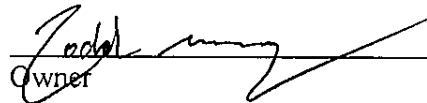
XI.

The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

XII.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 14 day of May, 20 15.


Owner

By: _____
Printed Name: Todd Daugherty
Title: Owner

CONSENT AND CONCURRENCE OF
LIENHOLDER OR MORTGAGEE

Property Lienholder or Mortgagee

By: _____
Printed Name: _____
Title: _____

Z145-177(SM)

APPROVED AS TO FORM:
WARREN M.S. ERNST, City Attorney

By: _____
Assistant City Attorney

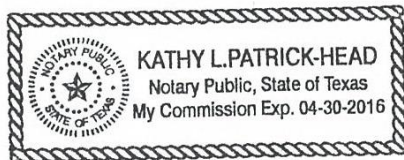
Officer signing for a corporation

STATE OF TEXAS

COUNTY OF DALLAS

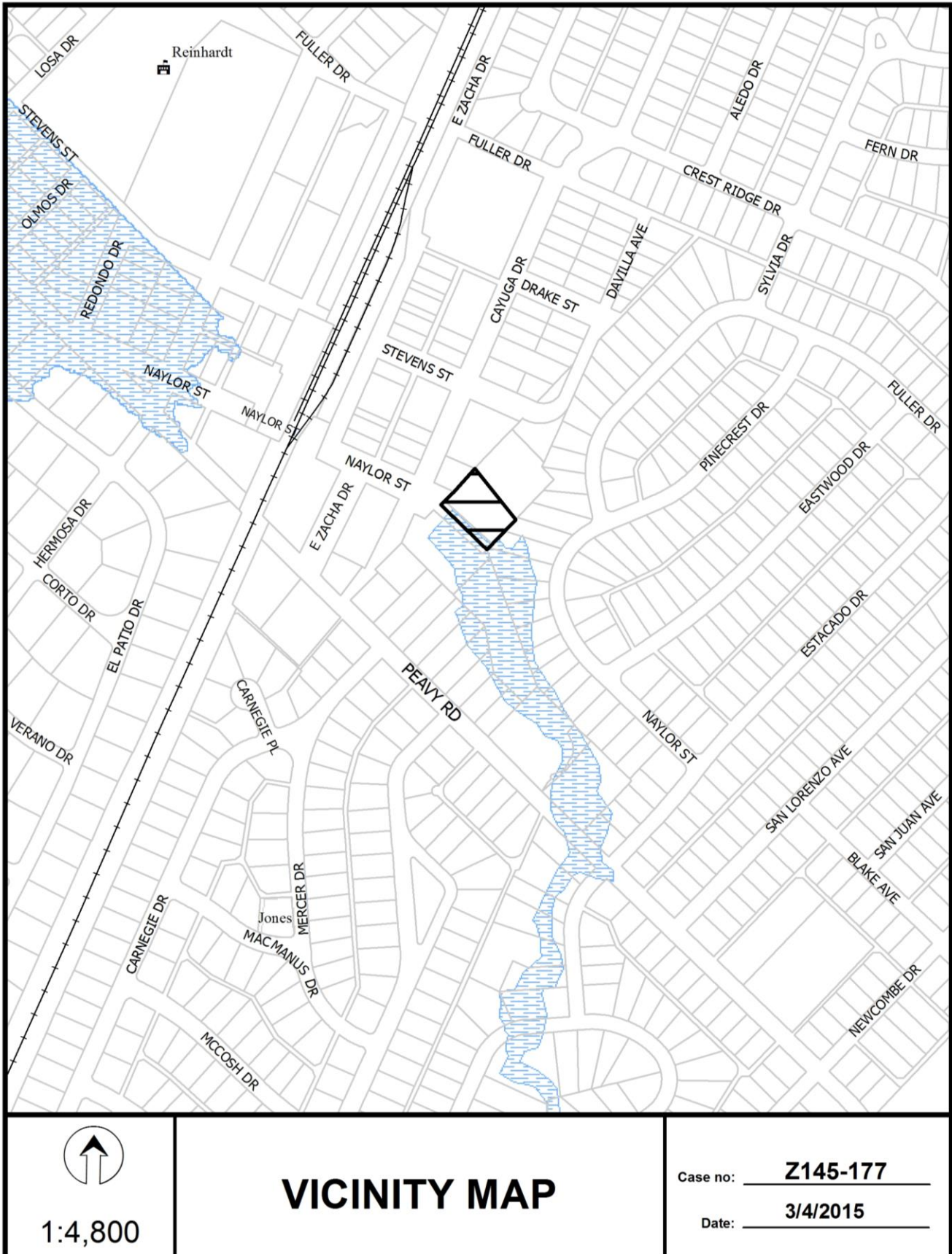
This instrument was acknowledged before me on May 14, 2015 by
Todd Daugherty, President of CTD Landscape, Incorporated a Texas corporation, on behalf
of said corporation.

x Todd Daugherty



Kathy L. Patrick-Head
NOTARY PUBLIC

[NOTARY PUBLIC STAMP]



Z145-177(SM)

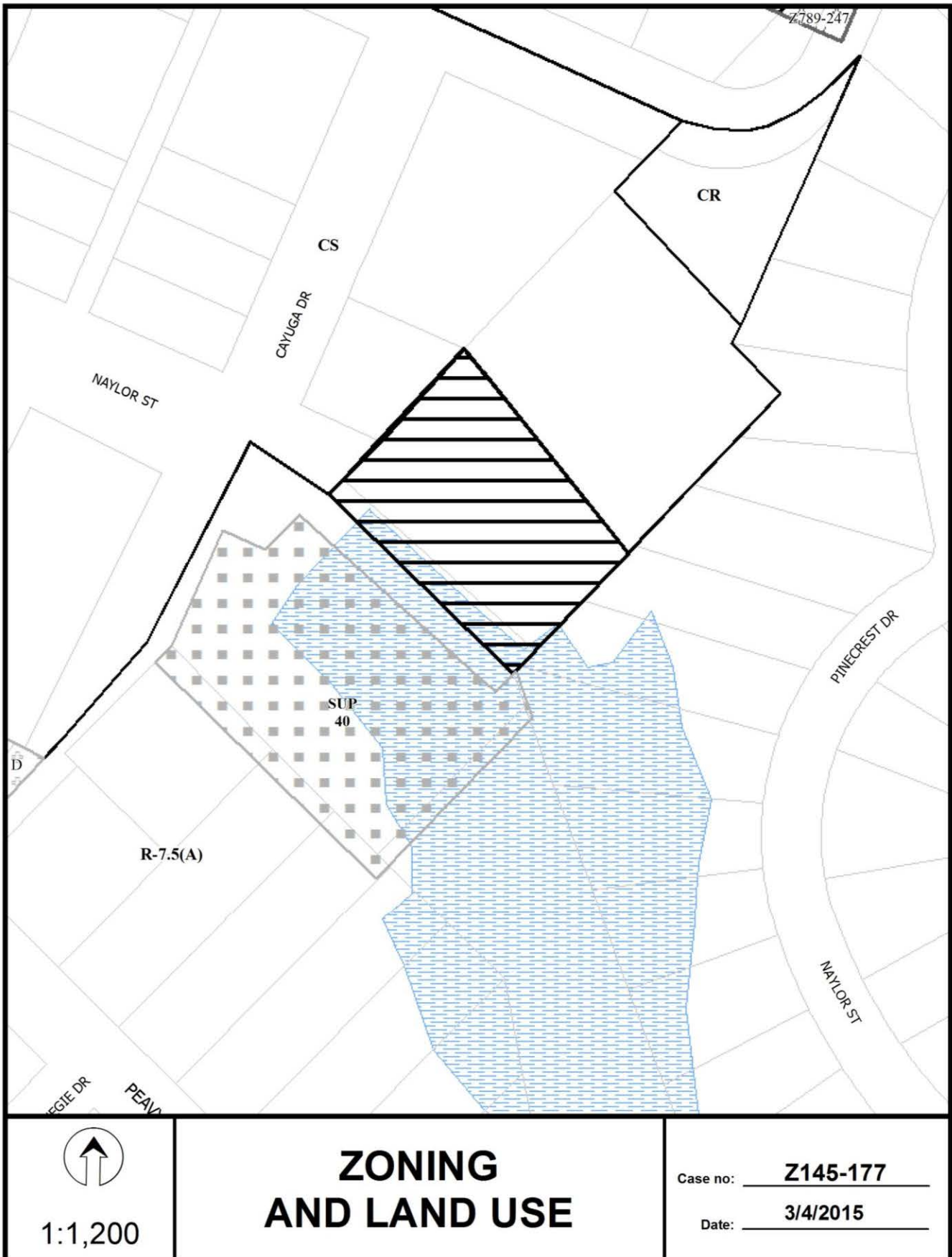


1:1,200

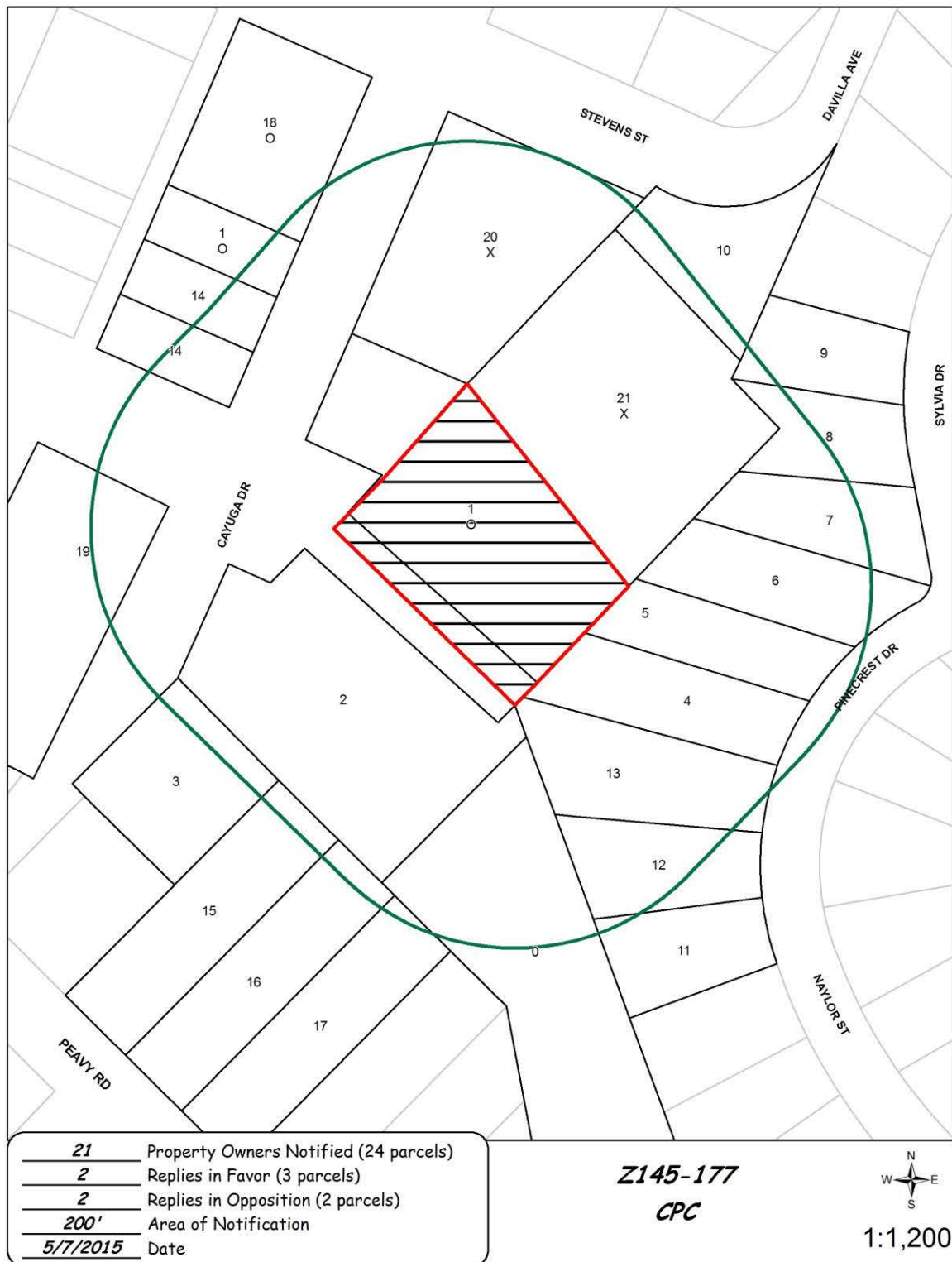
AERIAL MAP

Case no: **Z145-177**

Date: **3/4/2015**



CPC Response Map



05/06/2015

Reply List of Property Owners***Z145-177******21 Property Owners Notified******2 Property Owners in Favor******2 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	10111 CAYUGA DR	TELLINI JOSEPH
	2	10030 CAYUGA DR	SOUTHWESTERN BELL
	3	1702 PEAVY RD	FOSTER DONALD W ETAL
	4	10103 PINECREST DR	KNOWLES SCOTT
	5	10107 PINECREST DR	MCDANIEL JASON
	6	10115 PINECREST DR	COOLIDGE COLIN M & TALLEY ROBIN
	7	10205 SYLVIA DR	HARDY STEPHEN
	8	10211 SYLVIA DR	EVERETT ALAN D
	9	10217 SYLVIA DR	HAMMER LADONNA KAY
	10	1651 STEVENS ST	ALVAREZ JESUS &
	11	1814 NAYLOR ST	PONCE JANIE
	12	1810 NAYLOR ST	CARDENAS JESSICA
	13	1806 NAYLOR ST	CARDENAS JOSE F & YOLANDA
	14	10107 CAYUGA DR	SCHADEGG JOHN W
	15	1706 PEAVY RD	TARTARO SHANTELL M & JACK TARTARO
	16	1710 PEAVY RD	CHARTRAND MARC & MELANIE
	17	1714 PEAVY RD	YEE SHIMAN
O	18	10119 CAYUGA DR	E V J COMPANY LTD
	19	10017 CAYUGA DR	IVEY CARL R & JOHN D
X	20	10118 CAYUGA DR	WINCORN RICHARD
X	21	10120 CAYUGA DR	WINCORN RICHARD

AGENDA ITEM # 41

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: June 10, 2015
COUNCIL DISTRICT(S): 14
DEPARTMENT: Sustainable Development and Construction
CMO: Ryan S. Evans, 671-9837
MAPSCO: 36 T

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1881 for a late-hours establishment limited to a restaurant without drive-in or drive-through service on property zoned Planned Development District No. 842, on the northwest corner of Bell Avenue and Greenville Avenue

Recommendation of Staff and CPC: Approval for a four-year period, subject to conditions

Z145-189(AF)

ACM: Ryan S. Evans**FILE NUMBER:** Z145-189(AF) **DATE FILED:** February 10, 2015**LOCATION:** Northwest corner of Bell Avenue and Greenville Avenue**COUNCIL DISTRICT:** 14 **MAPSCO:** 36T**SIZE OF REQUEST:** Approx. 2,200 sq. ft. **CENSUS TRACT:** 10.02

APPLICANT/OWNER: Simon McDonald**OWNER:** 2001 Greenville Venture, LTD-Laurence B. Vineyard,
Manager**REQUEST:** An application for the renewal of Specific Use Permit No. 1881 for a late-hours establishment limited to a restaurant without drive-in or drive-through service on property zoned Planned Development District No. 842.**SUMMARY:** The applicant is proposing to continue operation of an existing restaurant [The Libertine Bar] during late hours between 12:00 a.m. (midnight) and 2:00 a.m., Monday through Sunday. The site lies within the Modified Delta Overlay No. 1. On January 26, 2011, the City Council approved Planned Development District No. 842, which requires retail and personal service uses operating between 12:00 a.m. and 6:00 a.m. to receive a Specific Use Permit. City Council approved the Specific Use Permit for the subject site for a four-year period on August 10, 2011. The Building Inspections Division determined that the establishment is a restaurant as opposed to a bar.**CPC RECOMMENDATION:** **Approval** for a four-year period, subject to conditions.**STAFF RECOMMENDATION:** **Approval** for a four-year period, subject to conditions.

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The proposed use is located along a portion of Greenville Avenue where there are a variety of retail uses, restaurants, and bars, some of which also have Specific Use Permits for late hours. While there is residential zoning approximately 170 feet to the northwest, the late hour's operation for the use has proven to be compatible with the area. The police reports show few disturbances since the Specific Use Permit in 2011.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The renewal of the SUP does not appear to negatively impact the adjacent properties. The Restaurant/Bar has been located at the same location since 2006. No major changes are being proposed to the site.
3. *Not a detriment to the public health, safety, or general welfare* – The specific use permit process provides the city an opportunity to establish conditions such as hours of operation and site layout to mitigate any potential negative impacts.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – Based on information depicted on the site plan, the request complies with all applicable zoning regulations and standards.

In addition, PDD No. 842 establishes the following criteria for consideration of an SUP for a late-hours establishment that the City Plan Commission and City Council shall consider:

1. *The number of citations issued by police to patrons of the establishment* – Staff is awaiting this information and will provide at the meeting.
2. *The number of citations issued by police for noise ordinance violations by the establishment* – There has been zero citations.
3. *The number of arrests for public intoxication or disorderly conduct associated with the establishment* – One arrest in 2010 is shown on record.
4. *The number of Texas Alcoholic Beverage Code violations of the establishment* – One written warning was issued in 2012 for a minor infraction.
5. *The number of violent crimes associated with the establishment, with emphasis on violent crimes originating inside the establishment (see Police Activity exhibit)* – There have been a total of eight incidences between the years of 2010-2014. A large majority of the crimes occurred in 2010.

Zoning History:

<u>File No.</u>	<u>Request, Disposition, and Date</u>
1. Z123-344	On August 1, 2013, City Council denied an application for the renewal of Specific Use Permit No. 1906 for a late-hours establishment limited to a restaurant without drive-in or drive-through service on property within Planned Development District No. 842.
2. Z112-107	On December 14, 2011 the City Council approved an application for SUP 1898 for a late-hours establishment limited to general merchandise or food store 3,500 square feet or less and a motor vehicle fueling station for a five year period on property zoned Planned Development District No. 842.
3. Z101-303	On September 14, 2011 the City Council approved an application for SUP 1890 for late-hours establishment limited to a restaurant without drive-in or drive-through service for a five-year period on property within Planned Development District No. 842.
4. Z123-259	On September 14, 2011, the City Council approved a Specific Use Permit 1889 for a late-hours establishment limited to an alcoholic beverage establishment operated as a bar, lounge or tavern for a two-year period subject on property within Planned Development District No. 842

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Greenville Avenue	Local	50'

Traffic: Renewal of this Specific Use Permit for late hours can be accommodated by the surrounding roadway system.

Comprehensive Plan: The request site lies within a Main Street Building Block. Main streets are modeled after the American tradition of “main street” as a place for living, working and shopping. Examples of these streets with concentrations of pedestrian activity include Jefferson Boulevard, Knox-Henderson and Lovers Lane. Main streets, typically no more than a mile long, are active areas with buildings one to four stories in height and usually placed right up to the sidewalk with parking available on-street. Away from the “main street,” density quickly diminishes, thus minimizing impacts on nearby neighborhoods. This Building Block will likely be served by bus or rail and contain safe and pleasant walking environments. Streets have trees and wide sidewalks. There may even be landscaped paths from the “main street” to rear parking areas, sidewalk cafes, outdoor dining areas or courtyards. The primary public investment in these areas will be upgrading streets and walkways to create safe high-quality pedestrian environments.

LAND USE ELEMENT

GOAL 1.2 Promote desired development.

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns

Area Plans: Studies conducted in the area include the Lower Greenville Avenue Parking Study (1986) that recommended that “the City enforce premise code violations as it does in other parts of the City of Dallas”. Code Enforcement was also an issue highlighted in the Greenville Avenue Urban Design Study (1996-1997). It was recommended that “initiatives be taken to conduct a comprehensive sweep to clean-up the Greenville Avenue corridor and there after enforce codes with the assistance of property owners, residents, businesses and operations to maintain the property and report violations to the City for follow-up action.” Recommendations from both studies are still applicable today and consistent with authorized hearing SUP recommendations to address quality of life for adjacent residential neighborhoods and the Lowest Greenville Avenue corridor, respectively.

Land Use:

	Zoning	Land Use
Site	PD 842	Various retail, restaurant & entertainment venues
North	PD 842	Various retail, restaurant & entertainment venues
East	PD 842	Retail: Gas Station/convenience store
South	PD 842	Various retail, restaurant & entertainment venues
North	PD 842	Various retail, restaurant & entertainment venues

The request site possesses improvements that are utilized for a restaurant without drive-in service. Required parking is provided on an adjacent surface lot, across Bell

Avenue. The applicant is requesting an SUP for a late-hours establishment to permit the existing restaurant to operate beyond 12:00 a.m. and 2:00 a.m., Monday through Sunday. The restaurant has been at this location since May, 2006.

The site is surrounded by a mix of office, retail, and entertainment uses.

The purpose of PDD No. 842 is to 'ensure the compatibility of uses with adjacent residential neighborhoods and to reduce the incidence of crime by discouraging an over-proliferation of regional-serving, late-night venues.'

In addition to the regulations of PDD No. 842, the Dallas Development Code establishes general criteria for any use requiring an SUP:

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Lastly, in an effort to assess the compatibility of a request for a late-hours establishment, the following information is requested for staff's review:

- (1) Floor plan.
- (2) Certificate of occupancy history.
- (3) Location of required parking, including detail related to applicable delta credits, Board of Adjustment parking reductions, and/or city approved parking agreements.
- (4) Existing or proposed improvements within the right-of-way, including copy of private license.
- (5) For a restaurant, copy of menu and alcohol affidavit.

The applicant has provided necessary documentation related to Nos. 1, 2, and 3. With respect to No. 4, an approximate 750-square-foot uncovered area is depicted on the proposed site plan along the eastern façade of the building, parallel to the Greenville Avenue right-of-way. Therefore, a private license will not be required because it is not in the right-of-way. With respect to No. 5, staff has received a copy of the restaurant's menu and the applicant has indicated food sales are above 30 percent.

Parking:

SUP 1881 was previously approved for a 2,200 square foot. building and a parking agreement for 22 off-site parking spaces on two lots (5630 and 5642 Bell) southwest of the site. With a parking requirement of 1 space for every 100 square feet, the parking agreement satisfied the requirement.

The previously approved site plan does not reflect the current day development. Covered patio seating was added after the most recent SUP approval. The addition would need to be taken into consideration to calculate parking requirements. Staff shared with the applicant the fact that the current parking would not suffice. The applicant will need to update the building site for it to reflect the current site plan before City Council approves the renewal of the SUP.

Development Standards:

<u>DISTRICT</u>	<u>SETBACKS</u>		<u>Density</u>	<u>Height</u>	<u>Lot Coverage</u>	<u>Special Standards</u>	<u>PRIMARY Uses</u>
	<u>Front</u>	<u>Side/Rear</u>					
PD 842	Min. front yard is: 15'	20'	No maximum dwelling unit density	Max. structure height is: 54 feet	60%	No Min. Lot size	Community Retail

Landscaping: Landscaping requirements of Article X of the Dallas Development Code will be triggered if additional impervious surface is added to the site.

POLICE ACTIVITY
Crime Activity at 2100 Block

2100 GREENVILLE AVE					
	2010	2011	2012	2013	2014
AGG ASSAULT	0	0	1	1	0
AGG ROBBERY	1	0	0	0	0
ASSAULT M/A	1	1	2	0	0
ASSAULT M/C	1	0	1	0	0
BMV	2	0	0	0	0
CRIMINAL MISCHIEF	1	1	1	0	0
CRIMINAL MISCHIEF M/B	1	0	0	0	0
DIS CONDUCT/FIELD RELEASE	0	0	1	0	0
FIELD RELEASE	1	0	0	0	1
TRAFFIC NON HAZARDOUS	1	0	0	0	0
FOUND PROPERTY	0	1	1	0	0
INVESTIGATION OF CRIME	0	0	0	1	0
MIR	2	1	0	0	1
MIR FOR CRASH	1	0	0	0	0
MIR/TOWED VEHICLE	1	0	0	0	0
MURDER	1	0	0	0	0
NOT CODED	0	0	0	4	0
OTHER THEFTS	0	0	0	1	0
PI ARRESTS	1	0	0	0	0
PRISONER PROPERTY	0	0	2	0	0
PUBLIC INTOXICATION ARREST/MIR	1	0	0	0	0
ROBBERY	0	1	0	0	0
UNINSURED MOTORIST/MIR	1	0	0	0	0
USE OF FORCE	0	1	0	0	0
Grand Total	17	6	9	7	2

CPC ACTION – May 7, 2015

Motion: It was moved to recommend **approval** the renewal of Specific Use Permit No. 1881 for a late-hours establishment limited to a restaurant without drive-in or drive-through service for a four-year period, subject to conditions on property zoned Planned Development District No. 842, on the northwest corner of Bell Avenue and Greenville Avenue.

Maker: Ridley
Second: Shidid
Result: Carried: 14 to 0

For: 14 - Emmons, Rodgers, Culbreath, Shidid, Anantasomboon, Bagley, Lavallaisaa, Tarpley, Shellene, Schultz, Peadon*, Murphy, Ridley, Abtahi*

Against: 0
Absent: 1 - Anglin
Vacancy: 0

*out of the room, shown voting in favor

Z145-189(AF)

List of Property Owners

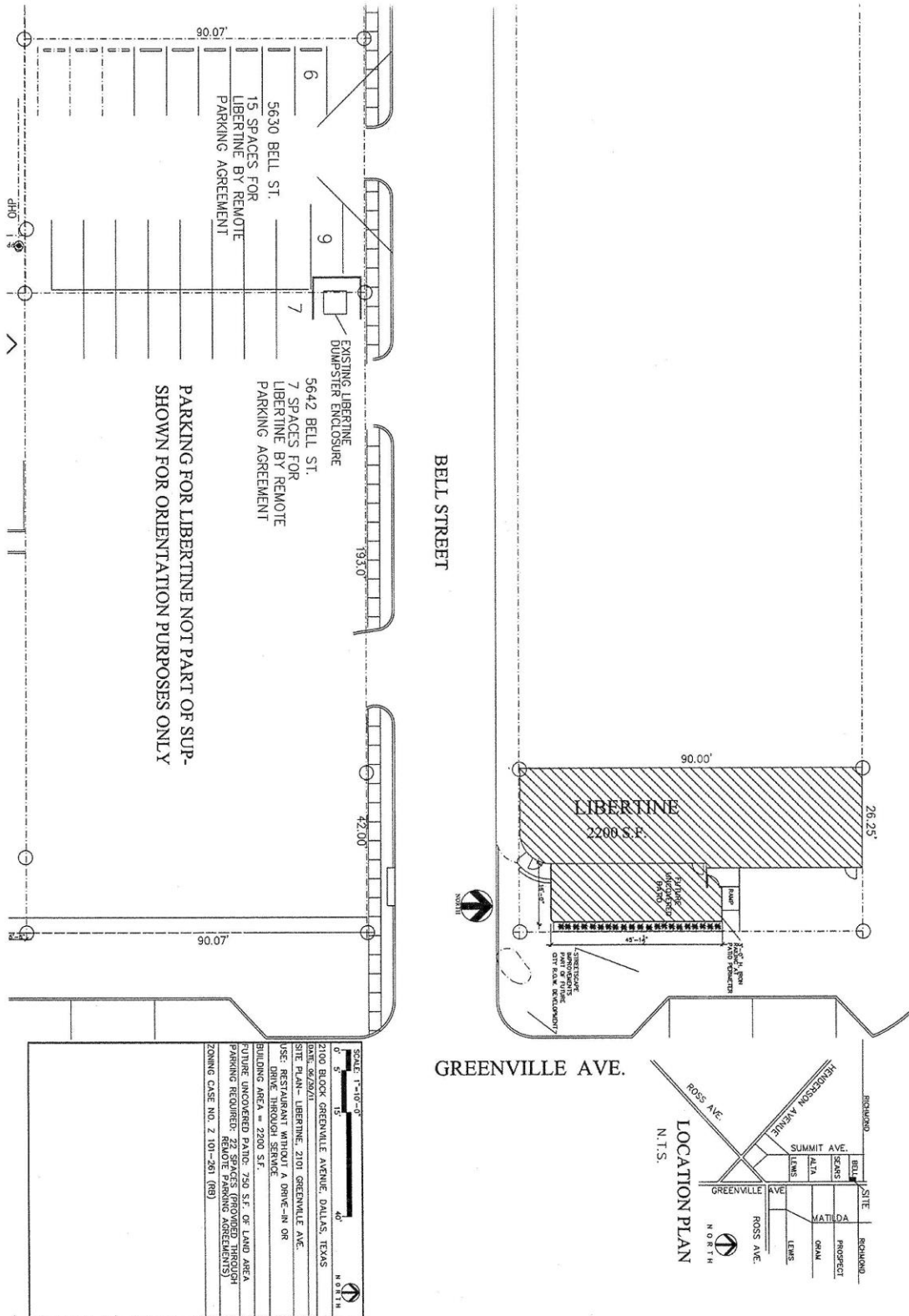
GP 2001 Greenville Venture, LLC
Laurence B. Vineyard, President
Susan B. Reese, Sole & Managing Manager

2001 Greenville Venture, Ltd.
Laurence B. Vineyard, President
Susan B. Reese, Sole & Managing Manager

CONDITIONS FOR SPECIFIC USE PERMIT

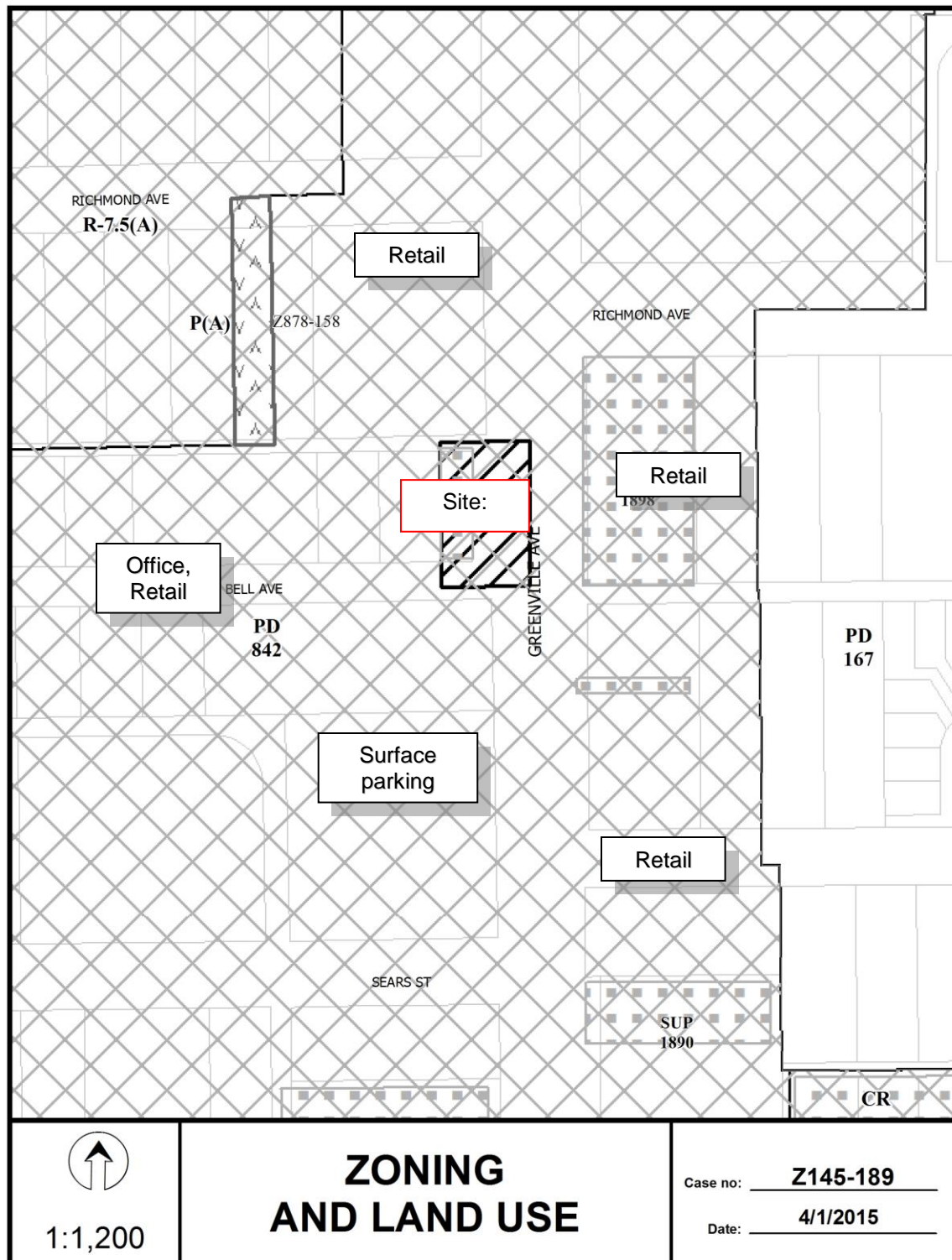
1. USE: The only use authorized by this specific use permit is a late-hours establishment limited to a restaurant without drive-in or drive-through service.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (four years).
4. FLOOR AREA: Maximum floor area is 2,200 square feet in the location shown on the attached site plan.
5. HOURS OF OPERATION:
 - A. The late-hours establishment limited to a restaurant without drive-in or drive-through service may only operate between 12:00 a.m. (midnight) and 2:00 a.m. (the next day), Monday through Sunday.
 - B. All customers must be removed from the Property by 2:15 a.m.
6. OUTDOOR PATIO AREA:
 - A. Maximum land area for the outdoor patio area is 750 square feet in the location shown on the attached site plan.
 - B. The outdoor patio must be uncovered
 - C. Before the outdoor patio may be used by customers, the owner or operator of the late-hours establishment must:
 - (1) obtain a license for the use of public right-of-way in accordance with Chapter 43 of the Dallas City Code; and
 - (2) provide a copy of the license to the building official.
8. OUTDOOR SPEAKERS: Use of loudspeakers outdoors is prohibited.
9. PARKING: Parking must be provided in accordance with Planned Development District No. 842 and MD-1 Modified Delta Overlay No. 1.
10. MAINTENANCE: The entire Property must be properly maintained in a state of good repair and neat appearance.
11. GENERAL REQUIREMENT: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

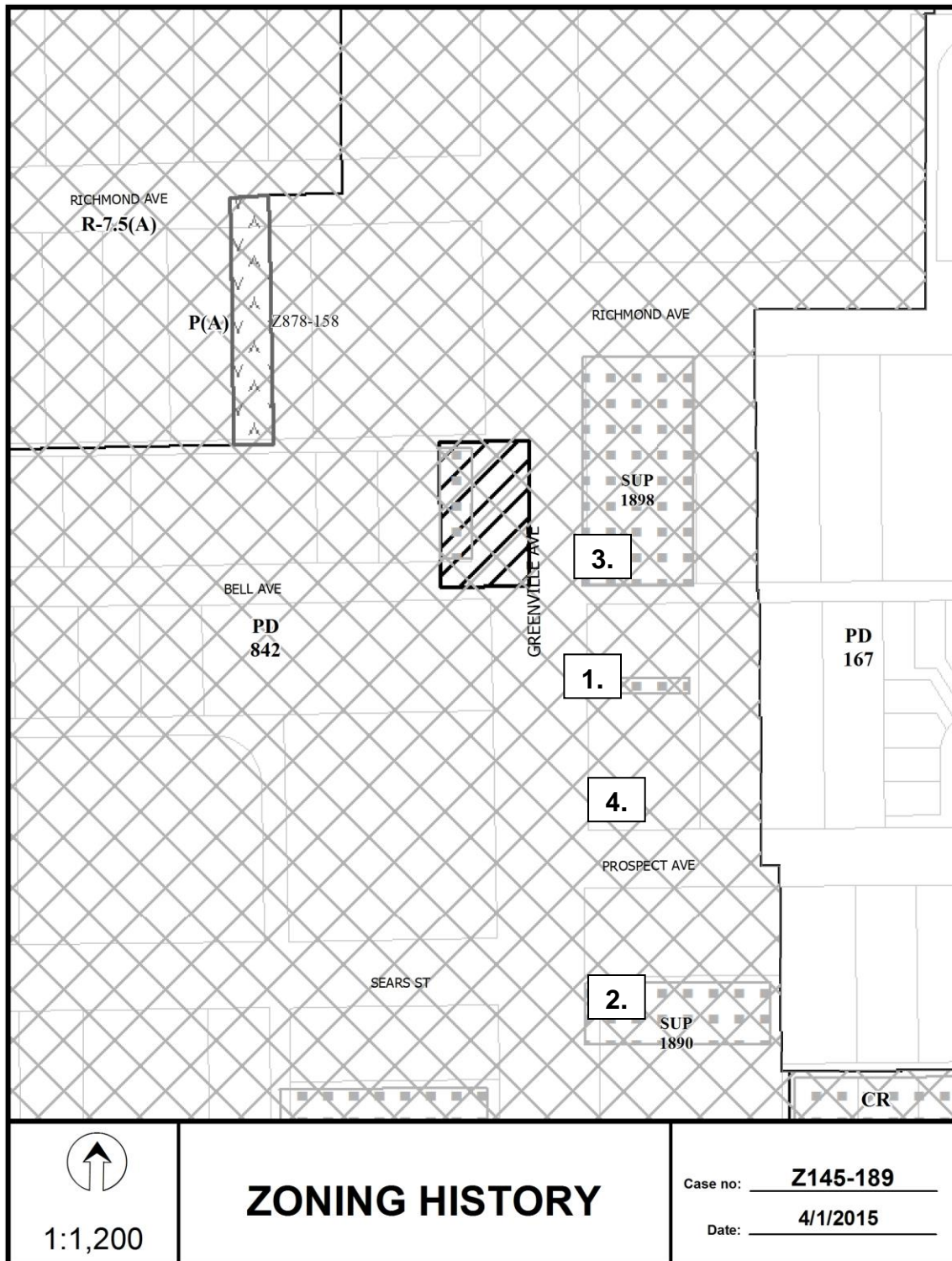
EXISTING SITE PLAN



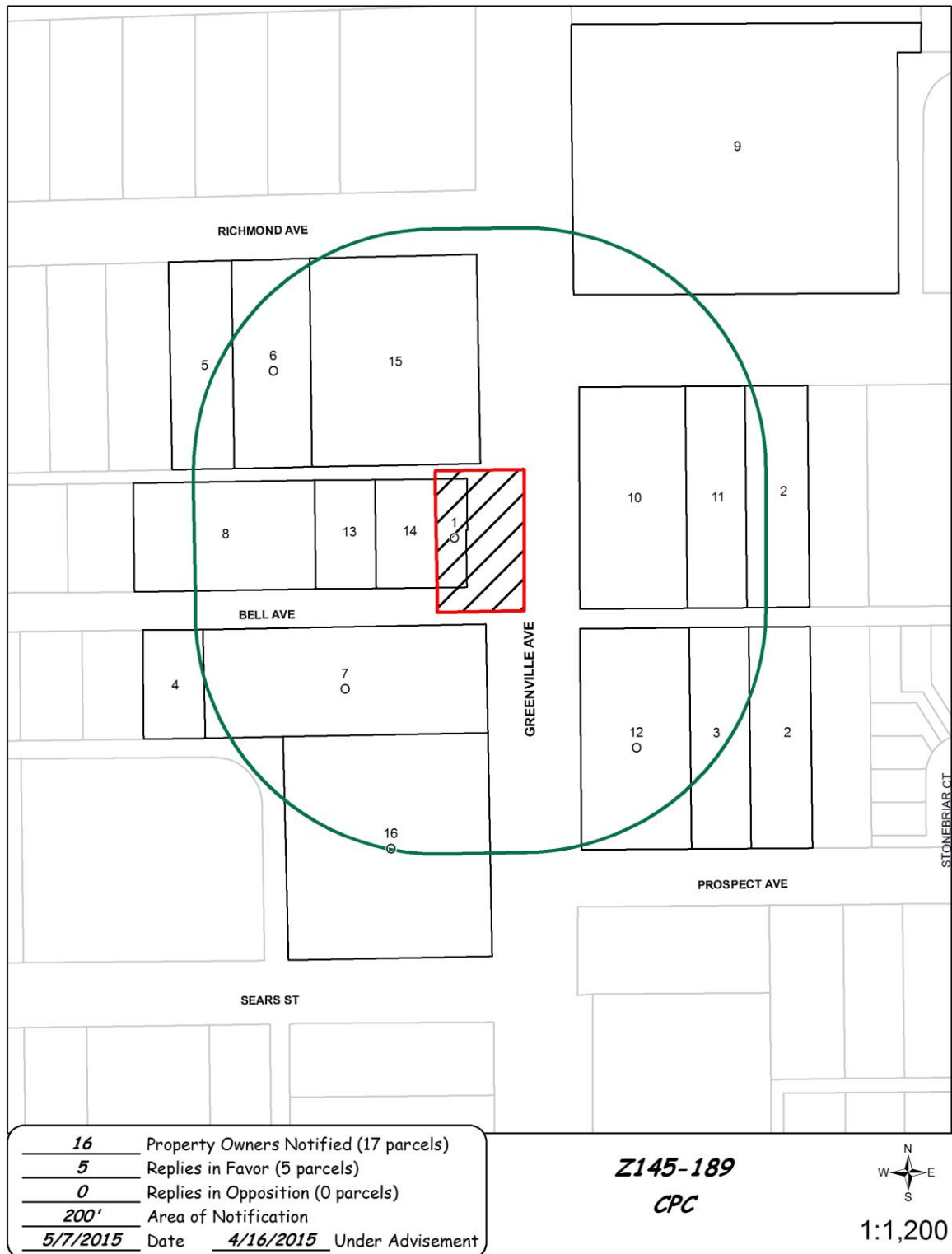








CPC Response Map



04/15/2015

Reply List of Property Owners***Z145-189******16 Property Owners Notified******3 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	2101 GREENVILLE AVE	2001 GREENVILLE VENTURE
	2	5714 RICHMOND AVE	REESE GRANDCHILDRENS
	3	5711 PROSPECT AVE	ANDRES FAMILY TRUST
	4	5626 BELL ST	WISHART LEATHERS BEVERLY
	5	5628 RICHMOND AVE	HABASHY JONATHAN L &
	6	5632 RICHMOND AVE	RICHMAN TRUSTS
O	7	5642 BELL ST	2001 GREENVILLE VENTURE
	8	5627 BELL ST	LEFEBVRE DALE
	9	2218 GREENVILLE AVE	R&F INVESTMENTS II LTD
	10	5702 RICHMOND AVE	GREENVILLE ROSS PTNR LTD
	11	5710 RICHMOND AVE	SANCHEZ FIDENCIO
	12	2100 GREENVILLE AVE	GREENVILLE 2100 LTD
	13	5639 BELL ST	EATON ROAD LTD
	14	5643 BELL ST	BATM PROP LP
	15	2121 GREENVILLE AVE	RICHMAN HARVEY A &
O	16	2001 GREENVILLE AVE	2001 GREENVILLE VENTURE LTD

AGENDA ITEM # 42

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 1

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 54 E

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an NO(A) Neighborhood Office District on property zoned an R-7.5(A) Single Family District, at the southeast corner of West 10th Street and South Marlborough Avenue

Recommendation of Staff and CPC: Approval
Z145-197(AF)

ACM: Ryan S. Evans**FILE NUMBER:** Z145-197(AF) **DATE FILED:** February 26, 2015**LOCATION:** Southeast corner of West 10th Street and South Marlborough Avenue**COUNCIL DISTRICT:** 1 **MAPSCO:** 54E**SIZE OF REQUEST:** 9,120 sq. ft. **CENSUS TRACT:** 52.00

APPLICANT/OWNER: Javier A. Valadez**REQUEST:** An application for an NO(A) Neighborhood Office District on property zoned an R-7.5(A) Single Family District.**SUMMARY:** The intention of the applicant is to continue his medical practice at the location, and bring the land use into a legal conforming status. Staff could find no records indicating the use was ever legal nonconforming. However, the structure would be nonconforming to the following NO(A) regulations:

- 1) side setbacks adjacent to residential districts (20 feet required, 0 – 5 feet existing); and
- 2) landscape buffer adjoining residential district (10 feet required, 0 feet existing).

CPC RECOMMENDATION: Approval**STAFF RECOMMENDATION:** Approval

GUIDING CRITERIA FOR RECOMMENDATION

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The surrounding land uses consist predominantly of residential. NO(A) Neighborhood Office District is an example of a zoning category that can be integrated into residential areas with minimal impact. The NO(A) Neighborhood Office District represents a group of uses that is restricted to office uses which predominately serve neighborhood or community needs. They are, therefore, compatible with and are intended for locations adjacent to single family, duplex, and townhouse neighborhoods. This district is designed to preserve the environmental quality of neighborhood areas.
2. *Traffic impact* – The configuration and design of 10th street lends itself to be a transitional block with a mix of different uses on a small scale. The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that the proposed rezoning will not have a negative impact on the surrounding street system.
3. *Comprehensive Plan or Area Plan Conformance* – The request is consistent with the *forwardDallas!* Comprehensive Plan for the Area. The Plan identifies the request site as being in a Residential Neighborhood Building Block.

Zoning History: There has been one zoning change in the area.

1. Z123-343 On May 28, 2014, the City Council approved the Historic Overlay for Sunset High School on property zoned Planned Development District No. 409.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
10 th St	Minor Arterial	115 ft.	115 ft.
Marlborough Ave	Minor Arterial	60 ft.	60 ft.

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that the rezoning will not have a negative impact on the surrounding street system.

Land Use:

	Zoning	Land Use
Site	R-7.5 (A)	Medical Office
North	R-7.5 (A)	Single Family Home
South	R-7.5 (A)	Single Family Home
East	R-7.5 (A)	Single Family Home
West	R-7.5 (A)	Single Family Home

Parking: The off-street parking requirements for a medical clinic are one space for each 200 square feet of floor area. The building's floor area totals approximately 2199 square feet, which requires a minimum of 11 off-street parking spaces. Currently the site has 9 parking spaces. The owner would need to bring the parking into compliance before receiving an updated certificate of occupancy.

COMPREHENSIVE PLAN: The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as in a Residential Building Block.

This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections. Neighborhood "pocket parks" provide open space for families. Individual lot size, front yard and side yard setbacks, garage orientation and scale of the home varies from neighborhood to neighborhood. These areas rely primarily on cars for access, although traffic on neighborhood streets is expected to be low. Cutthrough traffic or spill over from commercial areas will be strongly discouraged. While public transit may be available, typically it involves longer walks to bus stops or the need to drive to park and-ride facilities. Newly developed neighborhoods may provide better pedestrian access to community services through shorter block lengths, narrower streets, sidewalks and greenbelts with hike and bike trails and might also provide improved access to transit service. Public investment will focus on protecting quality of life by providing amenities such as parks, trails, road improvements and strong code enforcement.

LAND USE**GOAL 1.2 PROMOTE DESIRED DEVELOPMENT**

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

GOAL 7.1 PROMOTE VIBRANT AND VIABLE NEIGHBORHOODS

7.1.1.1 Dallas has a strong tradition of neighborhood self-determination which should be promoted to ensure the continued vitality of all neighborhoods.

STAFF ANALYSIS:

Land Use Compatibility: Records dating back to the early 1920's depict the current site to be zoned as a Dwelling district which allowed for a physician office to be located on site as an accessory to a residential structure. According to the applicant, the site has always been used as a medical clinic. Rezoning the site to a NO(A) Neighborhood Office would bring the use to a legal status. But, the structure would be nonconforming. If the applicant were to decide to demolish or make any significant changes to the structure, the site would have to comply with NO(A) Neighborhood Office development standards.

Development Standards:

Current							
DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
R-7.5 (A)	25'	5'	1 DU/ 7,500	30'	45%		Single Family

Proposed							
DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
NO (A)	15'	20', where adjacent to or directly across alley from R, R(A), D, D(A), TH, TH(A), CH,MF, or MF(A)	No maximum dwelling unit	26'	50%		Offices

Landscaping: Because no additional impervious coverage is proposed, Article X requirements will not be triggered.

CPC ACTION – May 7, 2015

Motion: It was moved to recommend **approval** of an NO(A) Neighborhood Office District on property zoned an R-7.5(A) Single Family District at the southeast corner of West 10th Street and South Marlborough Avenue.

Maker: Shellene
Second: Rodgers
Result: Carried: 14 to 0

For: 14 - Emmons, Rodgers, Culbreath, Shidid, Anantasomboon, Bagley, Lavallaisaa, Tarpley, Shellene, Schultz, Peadon, Murphy, Ridley, Abtahi

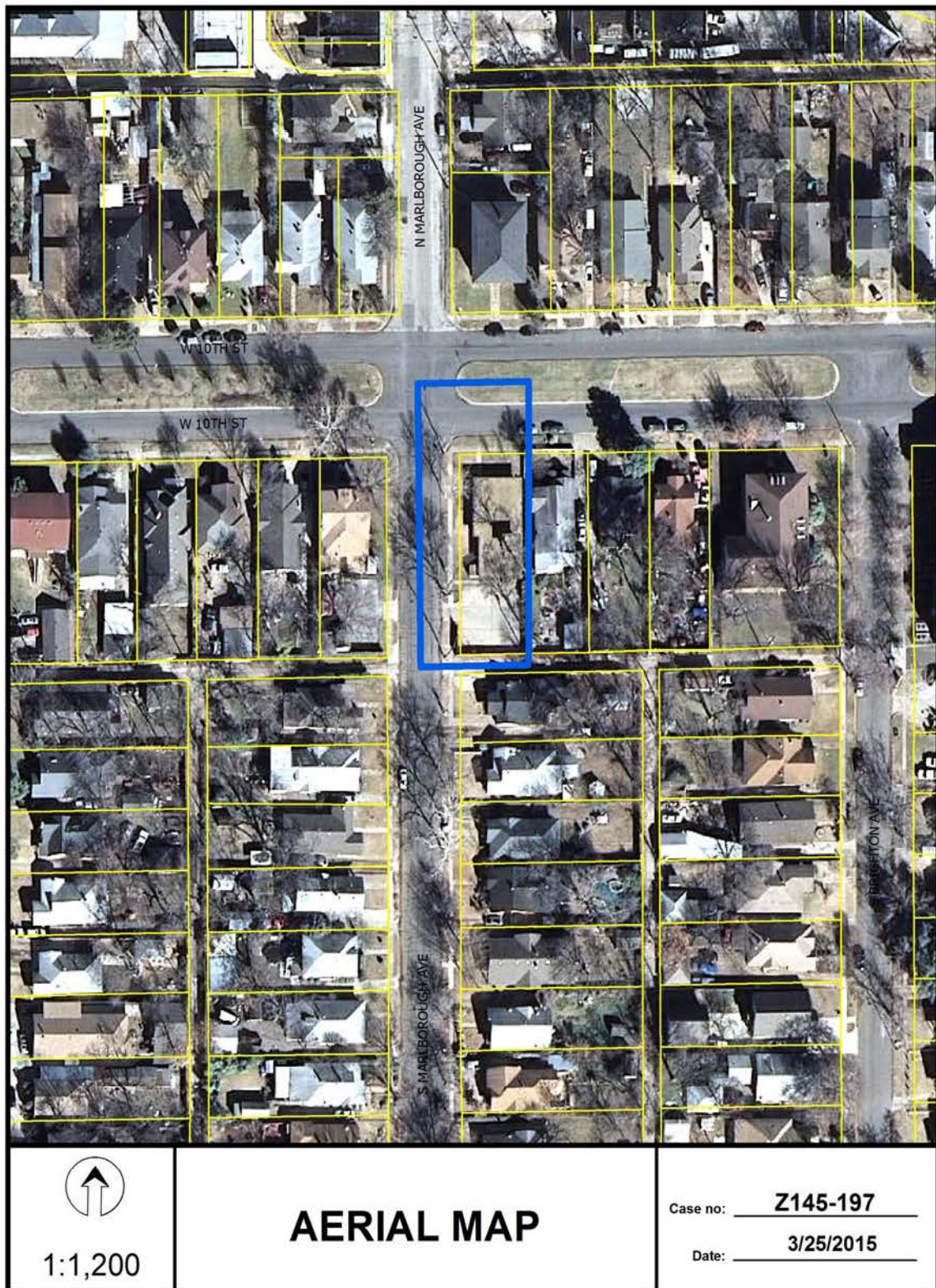
Against: 0
Absent: 1 - Anglin
Vacancy: 0

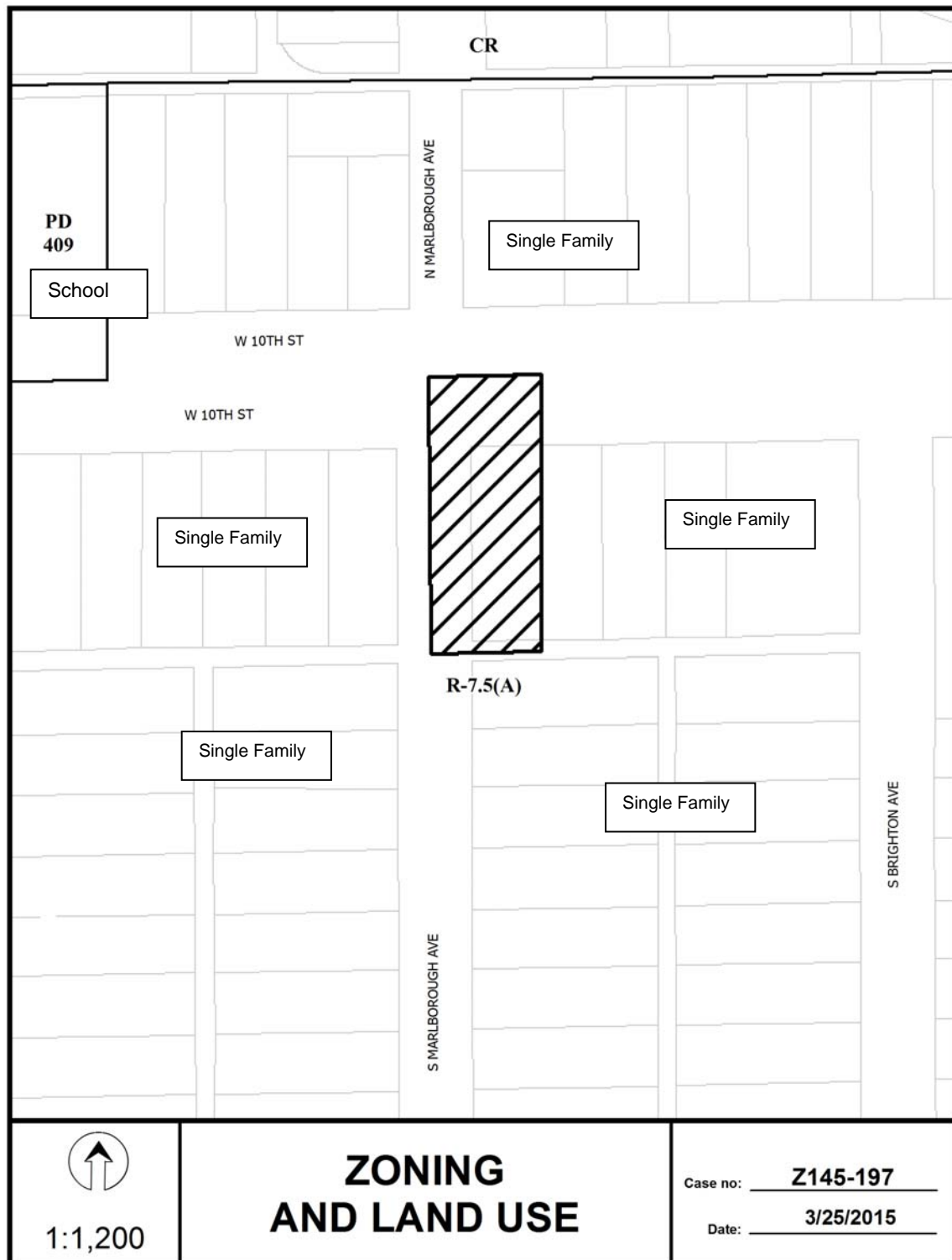
Notices:	Area: 200	Mailed: 32
Replies:	For: 1	Against: 0

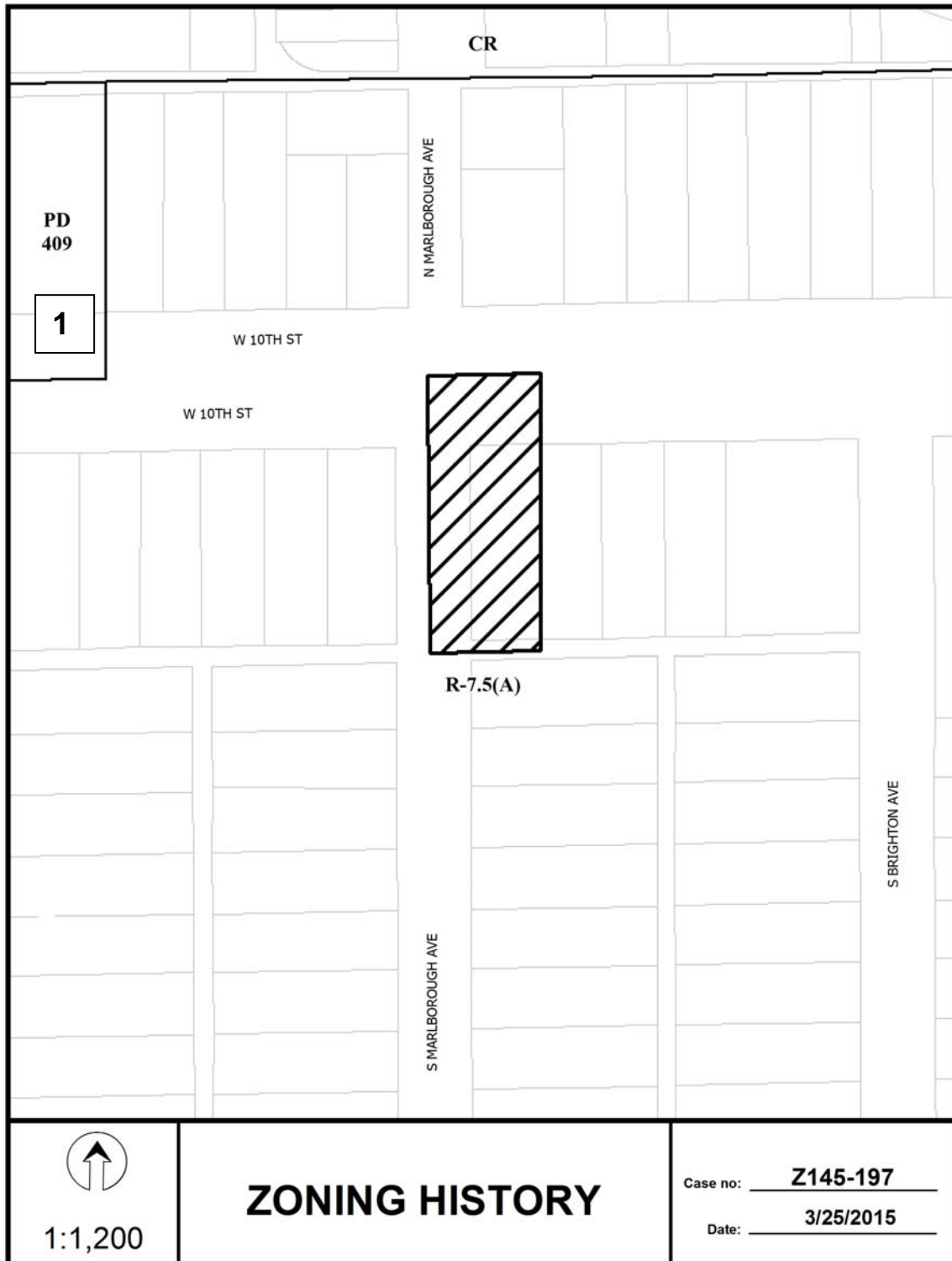
Speakers: None

Z145-197(AF)

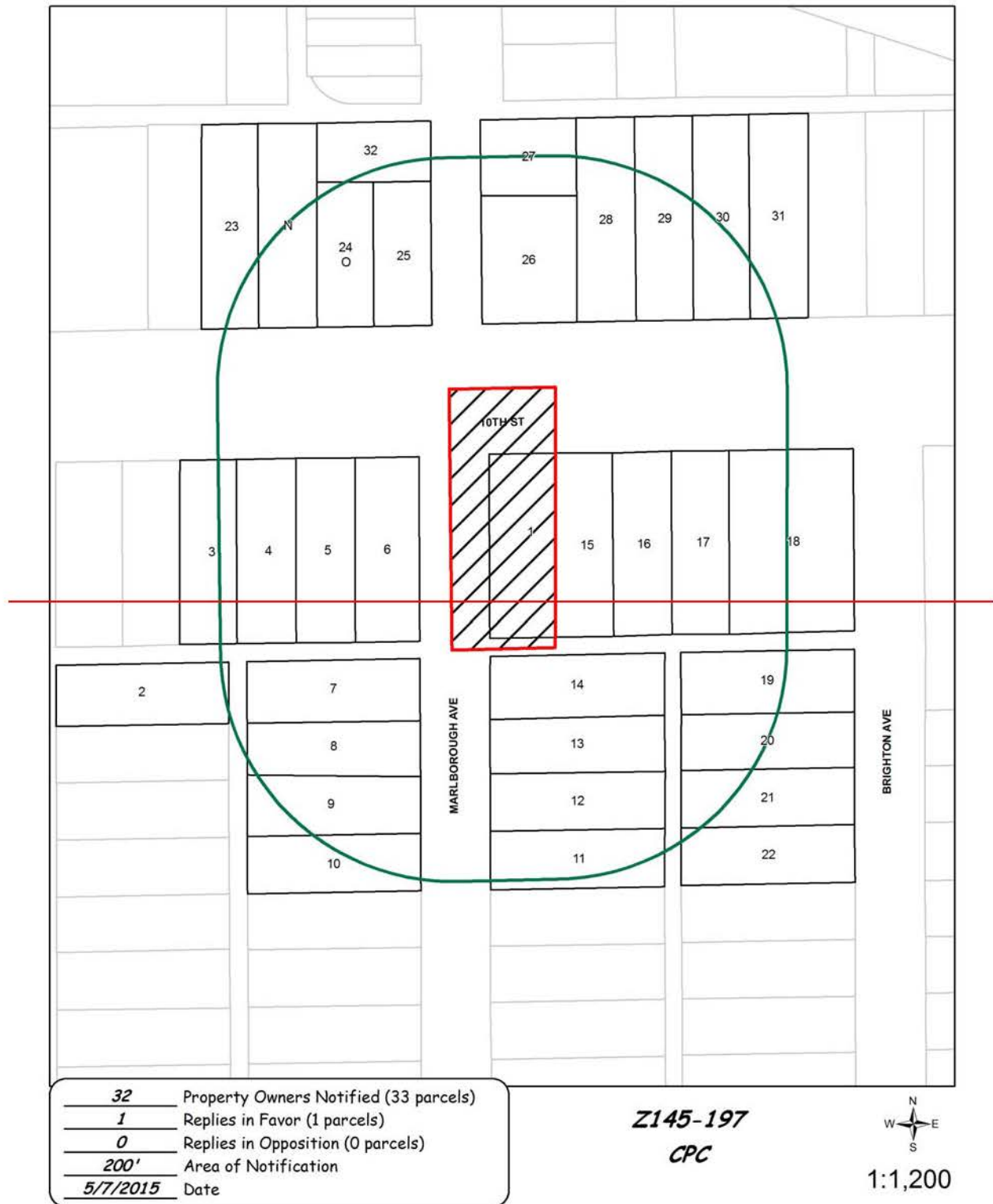








CPC Response Map



05/06/2015

Reply List of Property Owners***Z145-197******32 Property Owners Notified 1 Property Owners in Favor 0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	1922 10TH ST	VALADEZ JAVIER A
	2	114 OAK CLIFF BLVD	GARZA SOCORRO S &
	3	2014 10TH ST	VARELAS DOMINGO & THERESA
	4	2010 10TH ST	RUBIO PATRICIA
	5	2006 10TH ST	SOSA JACOBA
	6	2000 10TH ST	WILEY KELLY
	7	115 MARLBOROUGH AVE	LUNA JUAN ANTONIO &
	8	119 MARLBOROUGH AVE	CERDA MARY
	9	121 MARLBOROUGH AVE	HERNANDEZ FLORINDA
	10	125 MARLBOROUGH AVE	SOTO MARIA GUADALUPE
	11	126 MARLBOROUGH AVE	KEIPER CHARLES
	12	120 MARLBOROUGH AVE	GONZALEZ NOEMI
	13	118 MARLBOROUGH AVE	MARTINEZ JESSICA ANN &
	14	116 MARLBOROUGH AVE	ANGUIANO JOSE
	15	1918 10TH ST	VELA ERNESTO H &
	16	1912 10TH ST	SOTO JESUS
	17	1910 10TH ST	CEDILLO APOLONIO &
	18	1900 10TH ST	IGLESIA BAUTISTA LA GRAN
	19	115 BRIGHTON AVE	BROOKS JAN R
	20	119 BRIGHTON AVE	GUILLEN MARIA B
	21	121 BRIGHTON AVE	CHACON MANUEL
	22	125 BRIGHTON AVE	LEIJA DELORES G
	23	2015 10TH ST	IGLESIA DD VIVOCOLUMNA
O	24	2007 10TH ST	COLLINS PATRICIA G
	25	2001 10TH ST	WARE SAHARA
	26	1921 10TH ST	MELOGOZA JOSE J JIMENEZ &

Z145-197(AF)

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>	
	27	110	MARLBOROUGH AVE	MORALES IRIS
	28	1917	10TH ST	GALLEGOS JESUS C ET AL
	29	1915	10TH ST	Taxpayer at
	30	1913	10TH ST	MACIAS JOSE A JR &
	31	1909	10TH ST	TRIDESERT INVESTMENTS INC
	32	111	MARLBOROUGH AVE	BAHENA MANUELA M

AGENDA ITEM # 43

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 13

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 26 Q

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting the renewal of Specific Use Permit No. 1785 for an alcoholic beverage establishment limited to a bar, lounge, or tavern on property zoned Planned Development District No. 85 on the east corner of Greenville Avenue and Pineland Drive

Recommendation of Staff and CPC: Approval for a three-year period with eligibility for automatic renewal for one additional three-year period, subject to conditions
Z145-198(CG)

ACM: Ryan S. Evans

FILE NUMBER:	Z145-198(CG)	DATE FILED:	March 3, 2015
LOCATION:	Greenville Avenue and Pineland Drive, east corner		
COUNCIL DISTRICT:	13	MAPSCO:	26Q
SIZE OF REQUEST:	± 4.433 acres	CENSUS TRACT:	78.15

APPLICANT: Michael Nazarian, M.D.

REPRESENTATIVE: Ken Lurich, Lurich Realty Services, Inc.

OWNER: Manucher Nazarian

REQUEST: An application for the renewal of Specific Use Permit No. 1785 for an alcoholic beverage establishment limited to a bar, lounge, or tavern on property zoned Planned Development District No. 85.

SUMMARY: The purpose of this request is to permit the continued operation of a bar, lounge or tavern in an existing multi-tenant building [Red Sea Restaurant and Bar]. This SUP was initially granted for a three-year period on December 9, 2009 and was eligible for renewal for one additional three-year period, which it received. No changes to the site are proposed.

CPC RECOMMENDATION: Approval for a three-year period with eligibility for automatic renewal for one additional three-year period, subject to conditions.

STAFF RECOMMENDATION: Approval for a three-year period with eligibility for automatic renewal for one additional three-year period, subject to conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The existing building is compatible in scale with the surrounding area. The conditions for the bar use help mitigate any potential impacts.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The use neither contributes nor deters from the surrounding area.
3. *Not a detriment to the public health, safety, or general welfare* – The use has proven to not be a detriment to the area.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The existing land use complies with the site plan as approved by City Council on March 25, 2009.

BACKGROUND INFORMATION:

- The applicant requests renewal of SUP. No. 1785 to operate a bar, lounge, or tavern in conjunction with a restaurant.
- The initial SUP was granted for a three-year period on December 9, 2009, with automatic renewals for two additional three-year periods (granted in 2009 and 2012). This is the third automatic option for renewal consideration through 2018.
- The subject site is presently under renovation; however, there are not adjustments to the originally submitted site plan.

Zoning History:

There have been no recent zoning change requests in proximity to the subject site.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Greenville Avenue	Principal Arterial	Variable width right-of-way	Variable width right-of-way
Pineland Drive	Local	57 ft.	57 ft.

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that the use has not had a negative impact on the surrounding street system.

Land Use:

	Zoning	Land Use
Site	PD No. 85	Retail, Restaurant
North	PD No. 85	Nursery
South	PD No. 85	Office& related uses, Multifamily
East	PD No. 85	Office
West	PD No. 453	Hospital & related uses

Comprehensive Plan: The comprehensive plan does not make a specific land use recommendation related to the request; however, the forwardDallas! Vision Illustration is comprised of a series of Building Blocks that shows general land use patterns. They are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur.

The request site lies within an Urban Mixed-Use Building Block. This Building Block provides for a healthy balance of housing, job, and shopping that permits residents to live, work, shop, and play in the same neighborhood. Wide sidewalks and pedestrian features offer alternative access options to this type of area, thus permitting foot and bike traffic to benefit from the mix of uses.

STAFF ANALYSIS:

Land Use Compatibility:

In January 1993, Planned Development District No. 85 was amended to require an SUP for any use if the sale or service of alcohol is part of the operation of the use.

The request site is adjacent to Calloway's Nursery to the north, office and multifamily uses to the south, office uses to the east. West of the site, across Greenville Avenue are hospital and retail uses.

Staff has reviewed the applicant's request and determined that the operation has complied with SUP conditions and recommends approval for a three-year period, subject to conditions.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or

denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The request does not appear to have an adverse impact on the surrounding zoning and land uses.

Development Standards:

<u>DISTRICT</u>	<u>SETBACKS</u>		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
PD No. 85 Shopping ctr., Office and Multiple Family	Per plan	Per plan	Per plan	48'	Per plan	Proximity Slope Visual Intrusion	Retail, office & Restaurant uses

Parking: The off-street parking requirement for a bar, lounge or tavern use is one space per 100 square feet of floor area as shown on the existing site plan, which the applicant complies. The required parking is accommodated within the 314 spaces on the site.

Landscaping: Landscaping is not required because the applicant is not increasing the existing floor area.

Dallas Police Report: The crime statistics cover the period January 1, 2010 through January 1, 2015. The data shows that there were 19 incidents in the existing SUP No. 1785 area (not extracted per business use).

Count of UCR_Offense					
Row Labels	2012	2013	2014	2015	G.T.
ACCIDENT MV	0	0	1	0	1
AGG ASSAULT	0	0	0	0	
BURGLARY-BUSINESS	0	1	2	0	3
INVESTIGATION OF	0	0	1	0	1
MISCELLANEOUS	0	0	1	0	1
OTHER THEFTS	0	0	0	0	0
ROBBERY-BUSINESS	0	0	0	0	0
ROBBERY-INDIVIDUAL	0	1	0	0	1
THEFT/BMV	3	2	4	1	10
THEFT/SHOPLIFT	0	0	0	0	0
UUMV	0	1	1	0	2
Grand Total	3	5	10	1	19

SUP NO. 1785 CONDITIONS

1. **USE**: The only use authorized by this specific use permit is an alcoholic beverage establishment limited to ~~[use for]~~ a bar, lounge, or tavern.
2. **SITE PLAN**: Use and development of the Property must comply with the attached site plan.
3. **TIME LIMIT**: This specific use permit expires on _____ ~~December 9, 2015~~ (three years), but is eligible for automatic renewal for one additional three-year period, pursuant to Section 51A-4.219 of CHAPTER 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for application for automatic renewal is strictly enforced).
4. **LANDSCAPING**: Landscaping must comply with the landscape requirements in Planned Development District No. 85.
5. **FLOOR AREA**: The maximum floor area is 4,200 square feet.
6. **HOURS OF OPERATION**: The alcoholic beverage establishment use for a bar, lounge, or tavern may only operate between 11:00 a.m. to 2:00 am. (the next day), Monday through Sunday.
7. **OUTDOOR SPEAKERS**: Outdoor speakers are prohibited.
8. **MAINTENANCE**: The Property must be properly maintained in a state of good repair and neat appearance.
9. **GENERAL REQUIREMENTS**: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulation of the City of Dallas.

CPC ACTION – May 7, 2015

Motion: It was moved to recommend **approval** of the renewal of Specific Use Permit No. 1785 for an alcoholic beverage establishment limited to a bar, lounge, or tavern for a three-year period with eligibility for automatic renewal for one additional three-year period, subject to conditions on property zoned Planned Development District No. 85, on the east corner of Greenville Avenue and Pineland Drive.

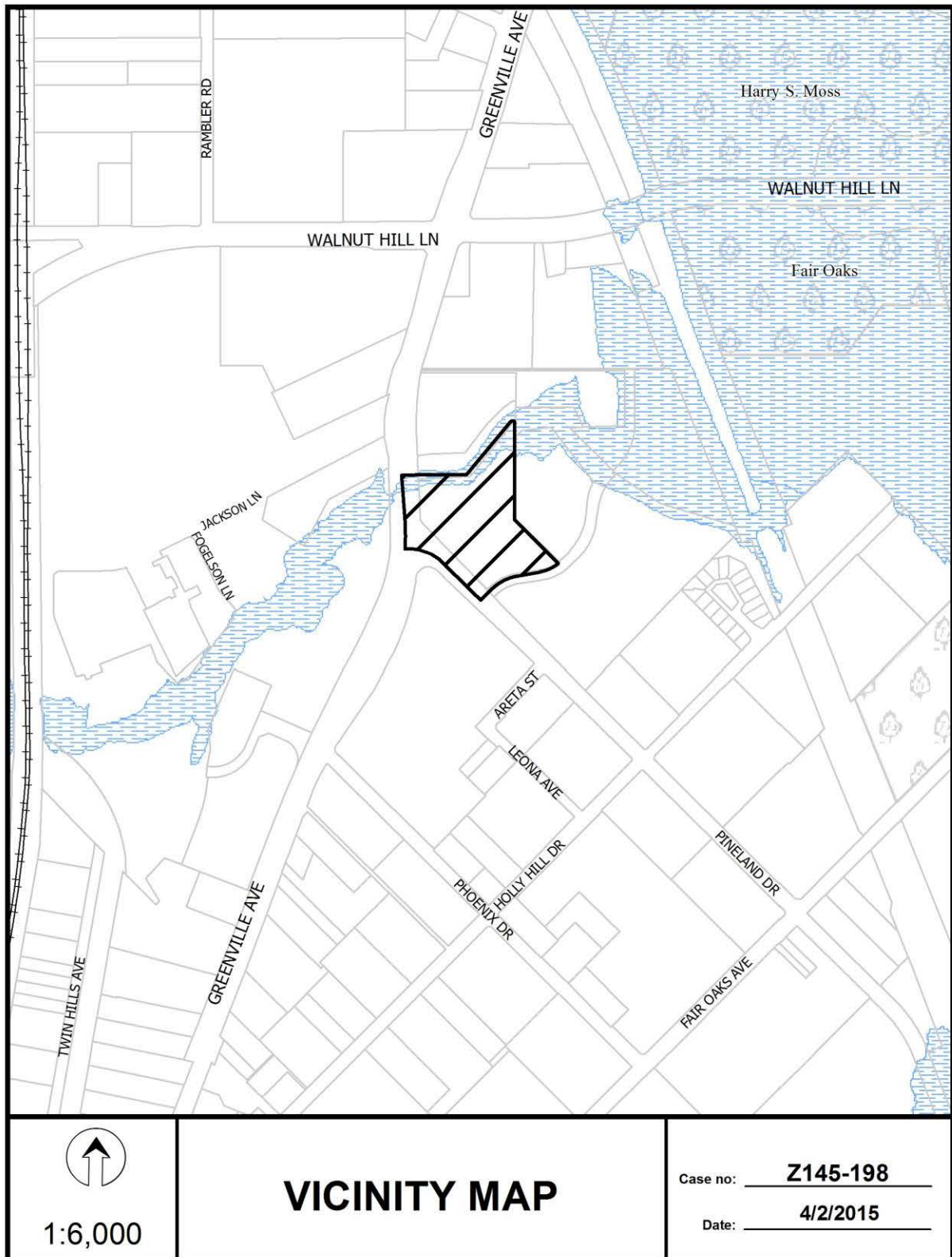
Maker: Shellene
Second: Rodgers
Result: Carried: 14 to 0

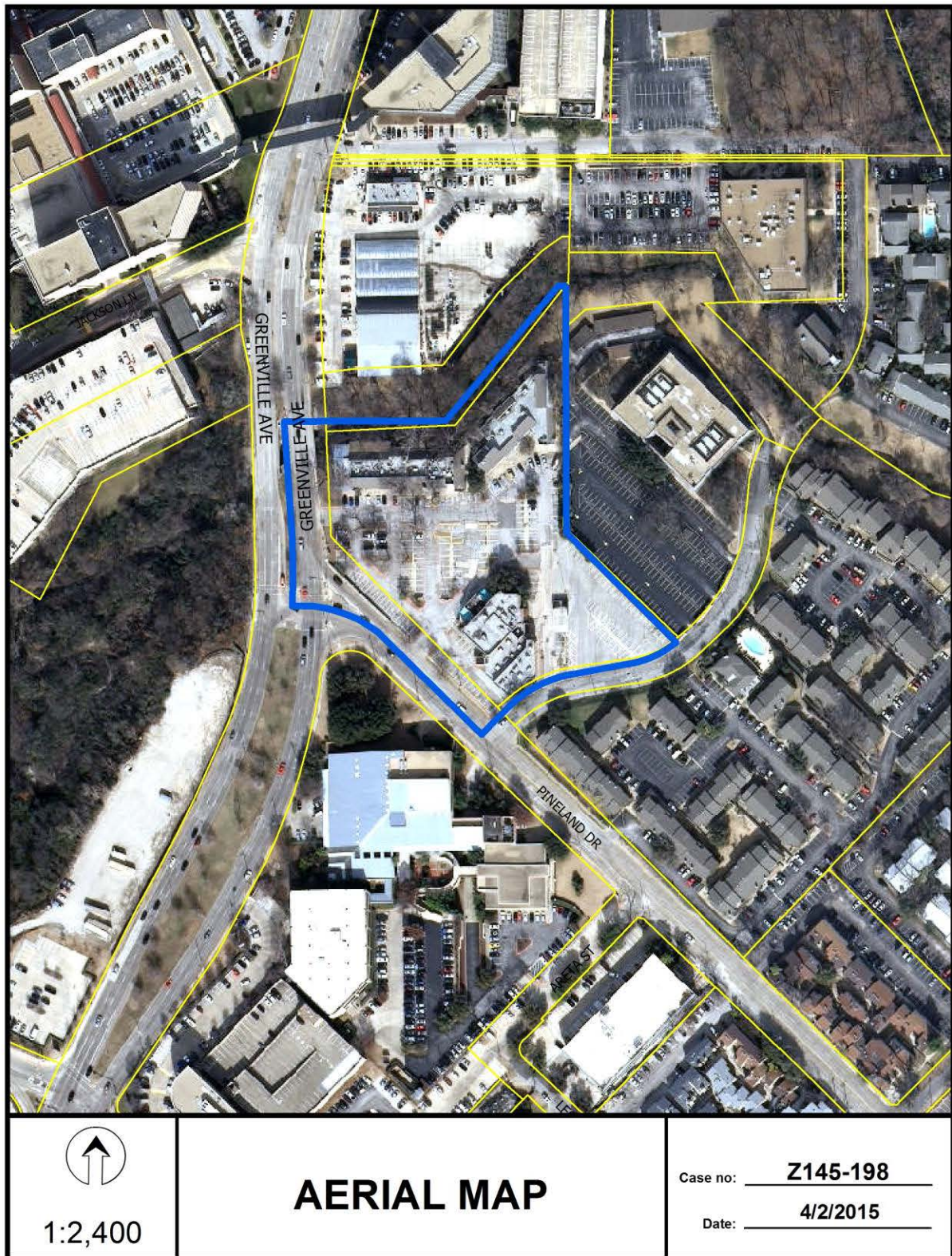
For: 14 - Emmons, Rodgers, Culbreath, Shidid,
Anantasomboon, Bagley, Lavallaisaa, Tarpley,
Shellene, Schultz, Peadon, Murphy, Ridley,
Abtahi

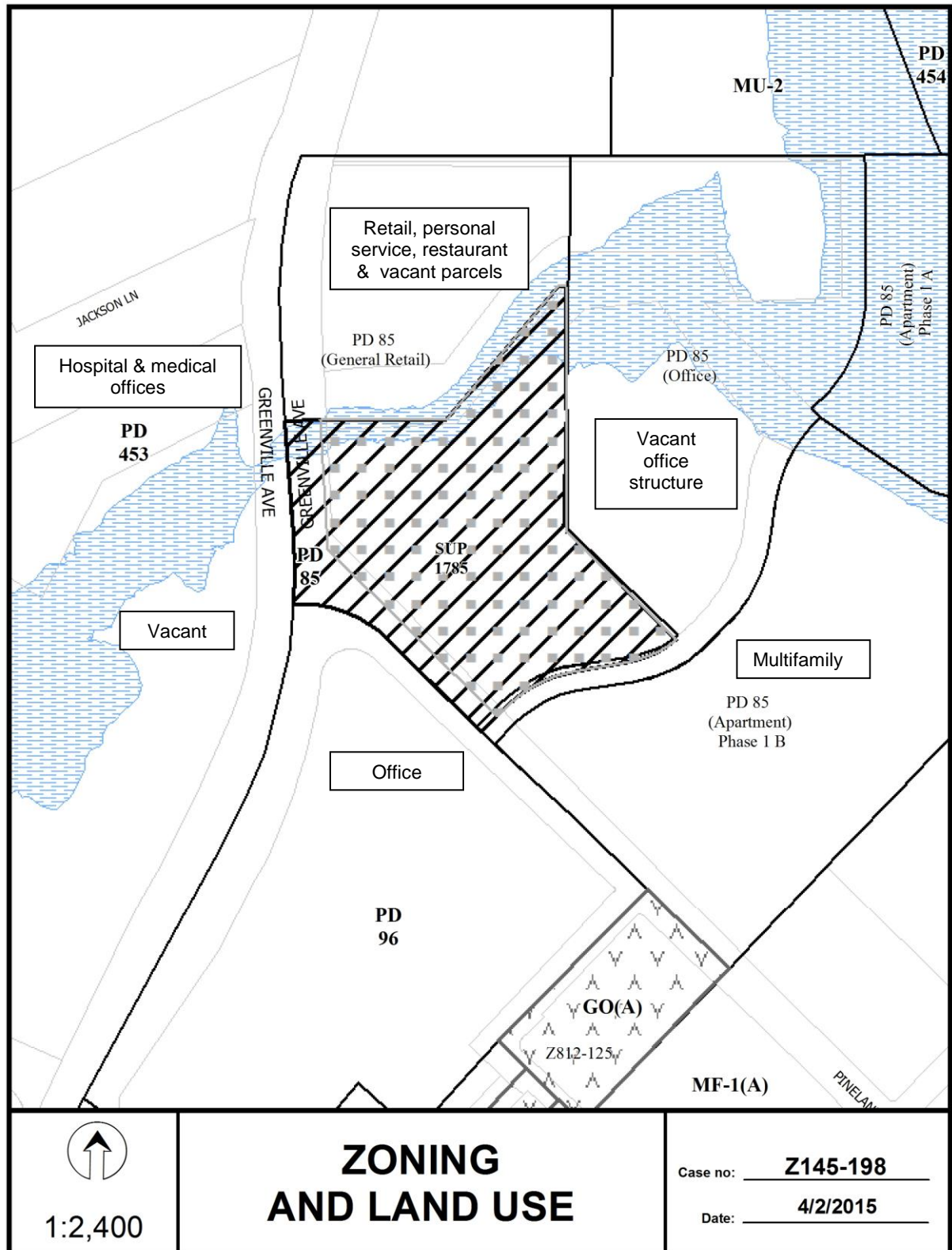
Against: 0
Absent: 1 - Anglin
Vacancy: 0

Notices: Area: 300 Mailed: 15
Replies: For: 0 Against: 0

Speakers: None







CPC RESPONSES



04/02/2015

Notification List of Property Owners***Z145-198******15 Property Owners Notified***

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	7400 GREENVILLE AVE	3 HOMBRES LP
2	5735 PINELAND DR	PINELAND MOB LLC
3	7402 GREENVILLE AVE	NAZARIAN MANUCHER
4	8230 WALNUT HILL LN	PRESBYTERIAN HOSP OF DAL
5	5759 PINELAND DR	KV11 FOXFIRE LLC
6	7424 GREENVILLE AVE	PLANNED PARENTHOOD OF
7	7424 GREENVILLE AVE	DORCHESTER DEV CORP
8	7430 GREENVILLE AVE	ST JOSEPH HELPERS OF DALLAS TEXAS INC
9	8200 WALNUT HILL LN	PRESBYTERIAN HEALTHCARE
10	8200 WALNUT HILL LN	TEXAS HEALTH RESOURCES
11	7448 GREENVILLE AVE	SOKOL ZIZKA SCHOOL
12	7410 GREENVILLE AVE	3 HOMBRES LP
13	7424 GREENVILLE AVE	PLANNED PARENTHOOD OF
14	7320 GREENVILLE AVE	PRESBYTERIAN MEDICAL
15	7450 GREENVILLE AVE	PRESBYTERIAN HEALTHCARE

AGENDA ITEM # 44

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 5

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 58 J

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a CR Community Retail District on property zoned an R-7.5(A) Single Family District south of Lake June Road, east of North Jim Miller Road

Recommendation of Staff and CPC: Approval
Z145-201(SM)

FILE NUMBER: Z145-201(SM) **DATE FILED:** March 31, 2015**LOCATION:** South of Lake June Road, east of North Jim Miller Road**COUNCIL DISTRICT:** 5 **MAPSCO:** 58J**SIZE OF REQUEST:** Approx. 0.3 acres **CENSUS TRACT:** 93.01

APPLICANT/OWNER: Enrique Castillo**REQUEST:** An application for a CR Community Retail District on property zoned an R-7.5(A) Single Family District.**SUMMARY:** The subject site is on a lot that is currently split-zoned with CR at the front and R-7.5(A) in the rear. The owner of the lot owns and operates an auto service center which was recently reconstructed. The rear of the lot is unable to be used for his business unless the zoning is changed.**CPC RECOMMENDATION:** Approval**STAFF RECOMMENDATION:** Approval

GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommendation for approval is based upon:

1. *Performance impacts upon surrounding property* – There are currently a number of provisions within the Dallas Development Code to address potential negative impacts on surrounding residential areas. These provisions include, but are not limited to, solid screening requirement of service areas and parking areas, a minimum ten-foot landscape buffer, residential proximity slope and regulations regarding noise and sound. Additionally, a residential adjacency review (RAR) is required for certain uses in CR, including an auto service center.
2. *Traffic impact* – Staff has reviewed the request and has determined that it will not significantly impact the surrounding roadway system.
3. *Comprehensive Plan or Area Plan Conformance* – The *forwardDallas! Comprehensive Plan* shows that the request site is located in a Multi-Modal Corridor Building Block. CR zoning is consistent with this request.

BACKGROUND INFORMATION:

- December 30, 1949: The site was annexed into the City of Dallas.
- March 1946: The site was platted as lot 6 in block 1/6292 within the Clover Lawn Subdivision. Lot 6 is seventy-five feet in width and 310 feet in depth; the area of the overall lot is 23,250 square feet, or approximately 0.5337 acres. The lot area is identical in size as the lots in the remainder of the block to the south and east.
- May 1955: Ordinance No. 6539 granted the front 110 feet of the lot a special permit for LR-2 uses in R-10 zoning. This later transitioned to LC zoning, then ultimately CR zoning.
- Certificates of occupancy issued on the lot from 1957 to 2001 are for office, plumbing shop, consultant-reader and advisor, a beauty salon, and the existing auto service center.
- In October 2014 a new construction permit for the auto service center was issued for the portion of the lot that is currently zoned CR. A Residential Adjacency Review (RAR) was approved with the following conditions, “Lighting must be shielded and directed downward and hours of operations are limited to 7 AM to 10 PM daily.”
- The area of request, the southern portion of lot 6, south of CR zoning, and currently within the R-7.5(A) zoning district.
- The rear portion of the lot (subject site) has remained a single family residential zoning district since the time of annexation when it was zoned R-10. Aerial photos

from 2003 show vehicles stored in the residential area of request. When the site visit was performed on March 24, 2015 there were no vehicles stored in the residential portion of the lot.

Zoning History: There have been no recent zoning changes in the vicinity within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	ROW
Lake June Road	Principal Arterial	100 feet

Land Use:

	Zoning	Land Use
Site	R-7.5(A)	Undeveloped
North	CR, D Dry Overlay	Auto Service Center
South	R-7.5(A)	Single Family
East	R-7.5(A)	Single Family
West	P(A), CR	Single Family, Child-care facility

Comprehensive Plan: The *forwardDallas! Comprehensive Plan* designates the area of request in the Multi-modal corridor.

This Building Block should encourage the redevelopment of aging auto-oriented single family neighborhoods. These areas offer dense mixed use and then transition to multi-family and single family housing at the edge. These corridors should diminish quickly in scale, density, and intensity away from the corridor, respecting existing single family neighborhoods while maintaining a strong focus on transit-orientation and access.

Land Use Compatibility:

The land uses surrounding the request site consist of auto service center to the north, retail to the northwest and child-care facility to the west. One-story single family homes that are built on deep lots fill the remainder of the block to the east, south, and southwest.

Two out of four of the area of request's boundaries border non-residential zoning districts. However, one of these borders is a parking district with a nonconforming single family home and use. The physical separation from this single family home and the single family home to the east is approximately fifty feet to each main building. The single family home to the south is separated from the area of request approximately 235 feet.

The Dallas Development Code also prescribes constraints for uses that abut or are within 330 feet of residential zoning. Parking screening, landscape buffers, residential

adjacency reviews, environmental performance standards in Article VI lessen predictable nuisances that the area of request may have to adjacent residential properties.

Due to the existing physical separation to the single family homes and residential adjacency provisions of the Dallas Development Code, the site is therefore consistent with its surroundings.

Landscaping: Landscaping must be provided in accordance with Article X, as amended.

CPC Action – May 7, 2015:

Motion: It was moved to recommend **approval** of a CR Community Retail District on property zoned an R-7.5(A) Single Family District, south of Lake June Road, east of North Jim Miller Road.

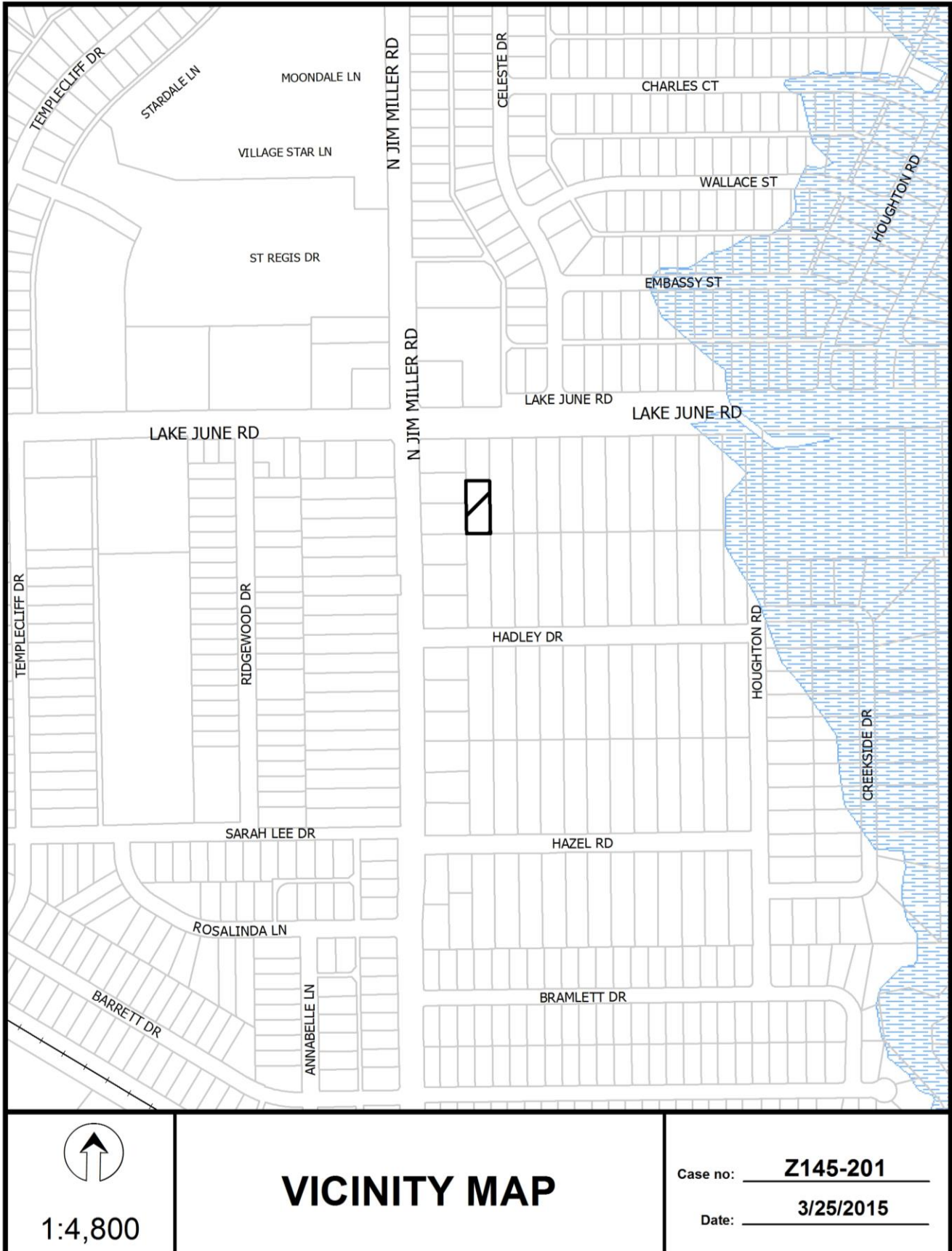
Maker: Shellene
Second: Rodgers
Result: Carried: 14 to 0

For: 14 - Emmons, Rodgers, Culbreath, Shidid,
Anantasomboon, Bagley, Lavallaisaa, Tarpley, Shellene,
Schultz, Peadon, Murphy, Ridley, Abtahi

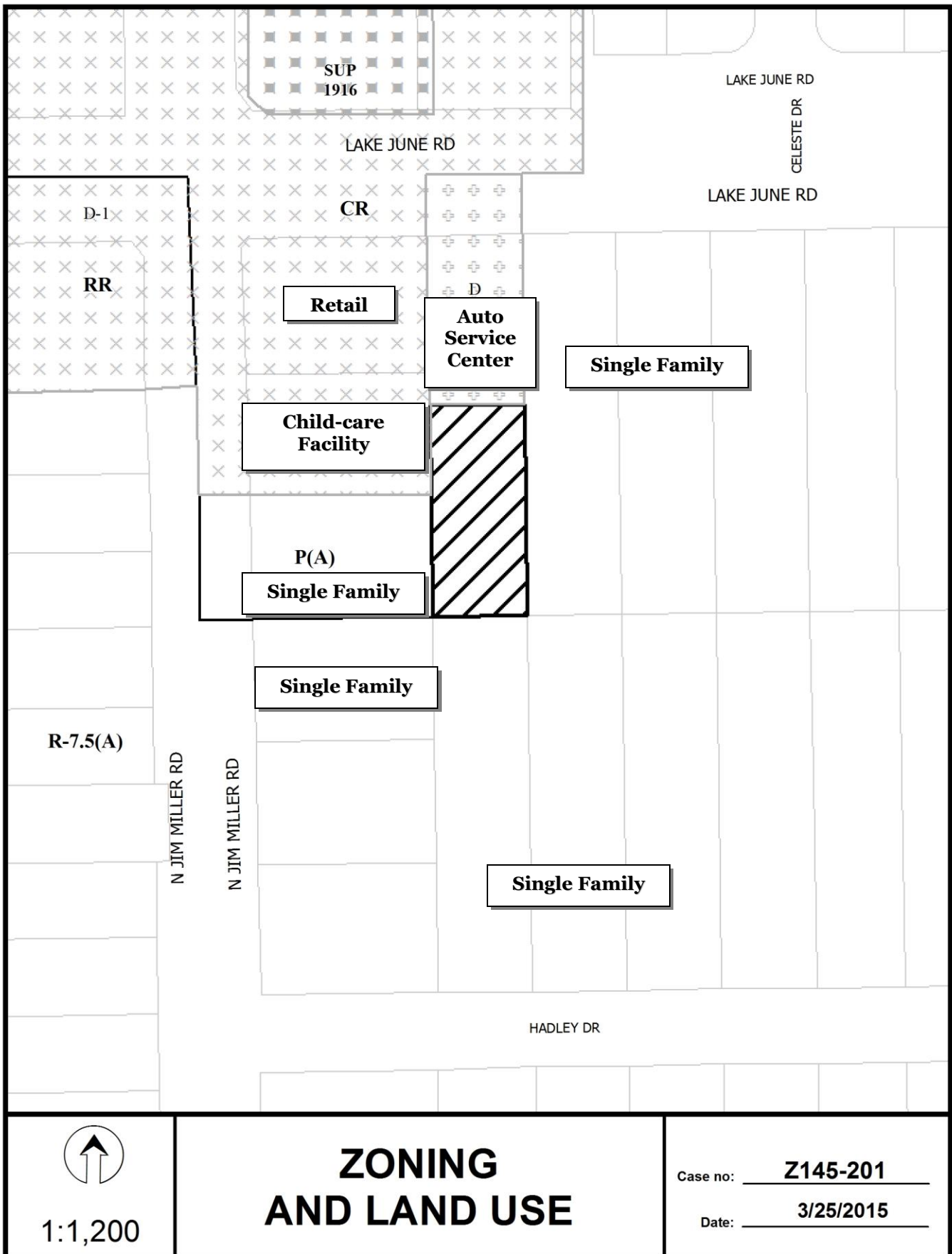
Against: 0
Absent: 1 - Anglin
Vacancy: 0

Notices: Area: 200 Mailed: 13
Replies: For: 0 Against: 0

Speakers: None







1:1,200

ZONING AND LAND USE

Case no: **Z145-201**

Date: **3/25/2015**

CPC Response Map



13 Property Owners Notified (13 parcels)

0 Replies in Favor (0 parcels)

0 Replies in Opposition (0 parcels)

200' Area of Notification

5/7/2015 Date

Z145-201
CPC



1:1,200

05/06/2015

Reply List of Property Owners

Z145-201

13 Property Owners Notified

0 Property Owners in Favor

0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	7116	LAKE JUNE RD	CASTILLO ENRIQUE &
2	1232	JIM MILLER RD	HATTEN E T &
3	1224	JIM MILLER RD	RANGEL JOSE
4	7122	LAKE JUNE RD	CASTILLO NELLI
5	7128	LAKE JUNE RD	CASTILLO ENRIQUE
6	7134	LAKE JUNE RD	MARES MERCED
7	1222	JIM MILLER RD	GARCIA JUAN &
8	1214	JIM MILLER RD	GASCA BELINDA
9	7117	HADLEY DR	PERRY JAMES STEVEN
10	7123	HADLEY DR	PERRY JAMES STEVE & DEBORAH ANN
11	7129	HADLEY DR	CRAWFORD AVIL ESTATE OF
12	7135	HADLEY DR	HERNANDEZ ARMANDO
13	7102	LAKE JUNE RD	HATTEN E T &

AGENDA ITEM # 45

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 M

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for an alcoholic beverage establishment limited to a bar, lounge, or tavern on property zoned Tract A of Planned Development District No. 269, the Deep Ellum/Near East Side District on the northeast corner of Elm Street and North Good Latimer Expressway

Recommendation of Staff and CPC: Approval for a two-year period, subject to a site plan and conditions

Z145-207(CG)

ACM: Ryan S. Evans

FILE NUMBER: Z145-207(CG)

DATE FILED: March 16, 2015

LOCATION: Northeast corner of Elm Street and North Good Latimer Expressway

COUNCIL DISTRICT: 2

MAPSCO: 45M

SIZE OF REQUEST: + 0.11 acres

CENSUS TRACT: 204.00

APPLICANT: Eleven Entertainment, LLC

REPRESENTATIVE: Audra Buckley, Permitted Development

OWNER: Westdale Properties America I LTD

REQUEST: An application for a Specific Use Permit for an alcoholic beverage establishment limited to a bar, lounge, or tavern on property zoned Tract A of Planned Development District No. 269, the Deep Ellum/Near East Side District.

SUMMARY: The purpose of the request is to operate a bar, lounge or tavern use on the subject site [Louie's Piano Bar]. The subject site is an original structure built in 1952. The request site comprises +5,985 square feet of floor area. The first floor contains +4,545 square feet and the interior second floor mezzanine contains +1,440 square feet. The applicant is not requesting a rooftop patio, outdoor speakers, or a dance floor as part of this application.

CPC RECOMMENDATION: Approval for a two-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval for a two-year period, subject to a site plan and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The requested use is compatible and complements the restaurant and personal service uses. The use should not impact the surrounding area negatively from a land use perspective. The primary uses in PDD No. 269 consist of a mix of alcoholic beverage establishments, restaurant, personal service and office uses.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The proposed use would not present a positive nor negative contribution to the welfare of adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – It is not foreseen that this use would be a detriment to the public health, safety or general welfare of the community.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The request will comply with all zoning regulations and standards.

Zoning History: There have been no recent zoning change requests in proximity to the subject site within the last five years.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Elm Street	Local	70 ft.
N. Good Latimer Street	Principal Arterial	M-6-D(A)

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction has reviewed the requested renewal and determined it will not significantly impact the surrounding street system.

Land Use:

	Zoning	Land Use
<i>Site</i>	PDD No. 267	Vacant structure
<i>North</i>	PDD No. 267	Vacant parcels, DART rail line
<i>South</i>	PDD No. 267	C-store, surface parking & restaurants
<i>East</i>	PDD No. 267	Restaurants & retail
<i>West</i>	PDD No. 267	Vacant structures

COMPREHENSIVE PLAN: The *fowardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request, and it identifies the request site as being in an Urban Mixed Use Building Block.

The Urban Mixed-Use Building Block incorporates a vibrant mix of residential and employment uses at a lower density than the Downtown Building Block. These areas are typically near Downtown, along the Trinity River or near major transit centers. Examples include Uptown, the City Place/West Village area, Stemmons Design District, Cedars and Deep Ellum. Urban Mixed-Use Building Blocks provide residents with a vibrant blend of opportunities to live, work, shop and play within a closely defined area. Buildings range from high-rise residential or mid-rise commercial towers to townhomes and small corner shops. Good access to transit is a critical element. Similar to Downtown, the Urban Mixed-Use Building Blocks offer employment and housing options and are important economic growth areas for businesses. People on foot or bike can enjoy interesting storefronts at ground level with benches, public art, on-street parking and wide sidewalks, creating an appealing streetscape. Large parking areas and other auto-oriented land uses are typically located at the edges.

STAFF ANALYSIS:**Land Use Compatibility:**

Land uses immediately north of the site is a vacant parcel; to the east, south and west are restaurants, vacant structures, office, retail and personal service uses. The site is within walking distance to the DART station.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable

effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Parking:

In PDD No. 269, there is a provision that no parking is required for the first 2,500 square feet of an original building. Based on the total square footage of 5,985 square feet, less 2,500 square feet of floor waiver as an original building, one space is required for every 100 square feet of 3,485 square feet for a total of 35 spaces. With proximity to a DART station, the use also qualifies for a reduction of 10% or six spaces; hence, a total of 29 off-street parking spaces are required.

The PDD allows for remote parking on a separate lot that is within walking distance of the use served. Per a Remote Parking Agreement, all 29 required off-street parking spaces will be provided at 2505 Elm Street and 2603 Main Street.

Landscaping:

Landscaping is required in accordance with Article X of the Dallas Development Code. However, the applicant's request will not trigger any Article X requirements, as no new construction is proposed.

Dallas Police Report: There were no crime incidents reported at this location during the period of January 1, 2010 through January 1, 2015.

**List of Partners/Principals/Officers
Owner:**

Westdale Properties America I, Ltd., a Texas limited partnership

Officers of Westdale Properties America I, Ltd.
Joseph G. Beard, President
Ken Carlson, Vice President
Chuck Hixson, Vice President

JGB Ventures 1, Ltd., a Texas corporation, General Partner

Officers of JGB Ventures, Inc.
Joseph G. Beard, President
Ken Carlson, Vice President

JGB Holdings, Inc., a Texas corporation, General Partner

Joseph G. Beard, President

Applicant:

Eleven Entertainment, LLC

Ron Wilson, Managing Member and Director

Applicant SUP Conditions

1. USE: The only use authorized by this specific use permit is an alcoholic beverage establishment limited to a bar, lounge or tavern.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on _____ (two-years from passage of the ordinance).
4. FLOOR AREA: The maximum floor area is 5,985 square feet in the location as shown on the attached site plan.
5. HOURS OF OPERATION: The allowed use may only operate between 4:00 p.m. to 2:00 a.m. (the next day), Monday through Friday, and 12:00 p.m. to 2:00 a.m. the next day), Saturday and Sunday.
6. OUTDOOR SPEAKERS: Outdoor speakers are prohibited.
7. OFF-STREET PARKING: Parking must be provided in accordance with the requirements of Planned Development District No. 269, the Deep Ellum/Near East Side District. Delta credits, as defined in Section 51A-4.704(b)(4), may not be used to meet the off-street parking requirement.
8. MAINTENANCE: The property must be properly maintained in a state of good repair and neat appearance.
9. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all conditions, rules, and regulations of the City of Dallas.

CPC ACTION – May 7, 2015

Motion: It was moved to recommend **approval** of a Specific Use Permit for an alcoholic beverage establishment limited to a bar, lounge, or tavern for a two-year period, subject to a site plan and conditions on property zoned Tract A of Planned Development District No. 269, the Deep Ellum/Near East Side District on the northeast corner of Elm Street and North Good Latimer Expressway.

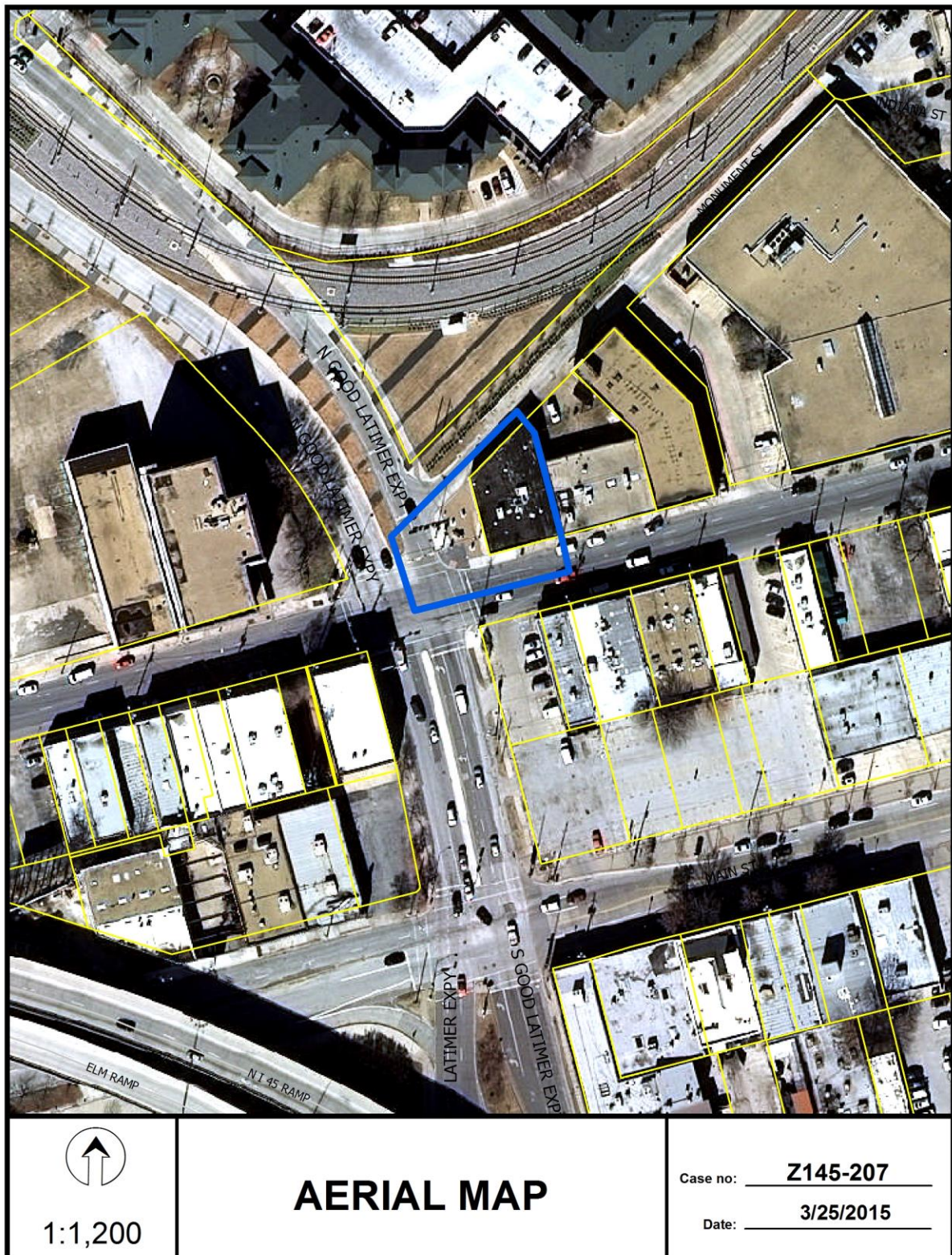
Maker: Shellene
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Result: Carried: 14 to 0

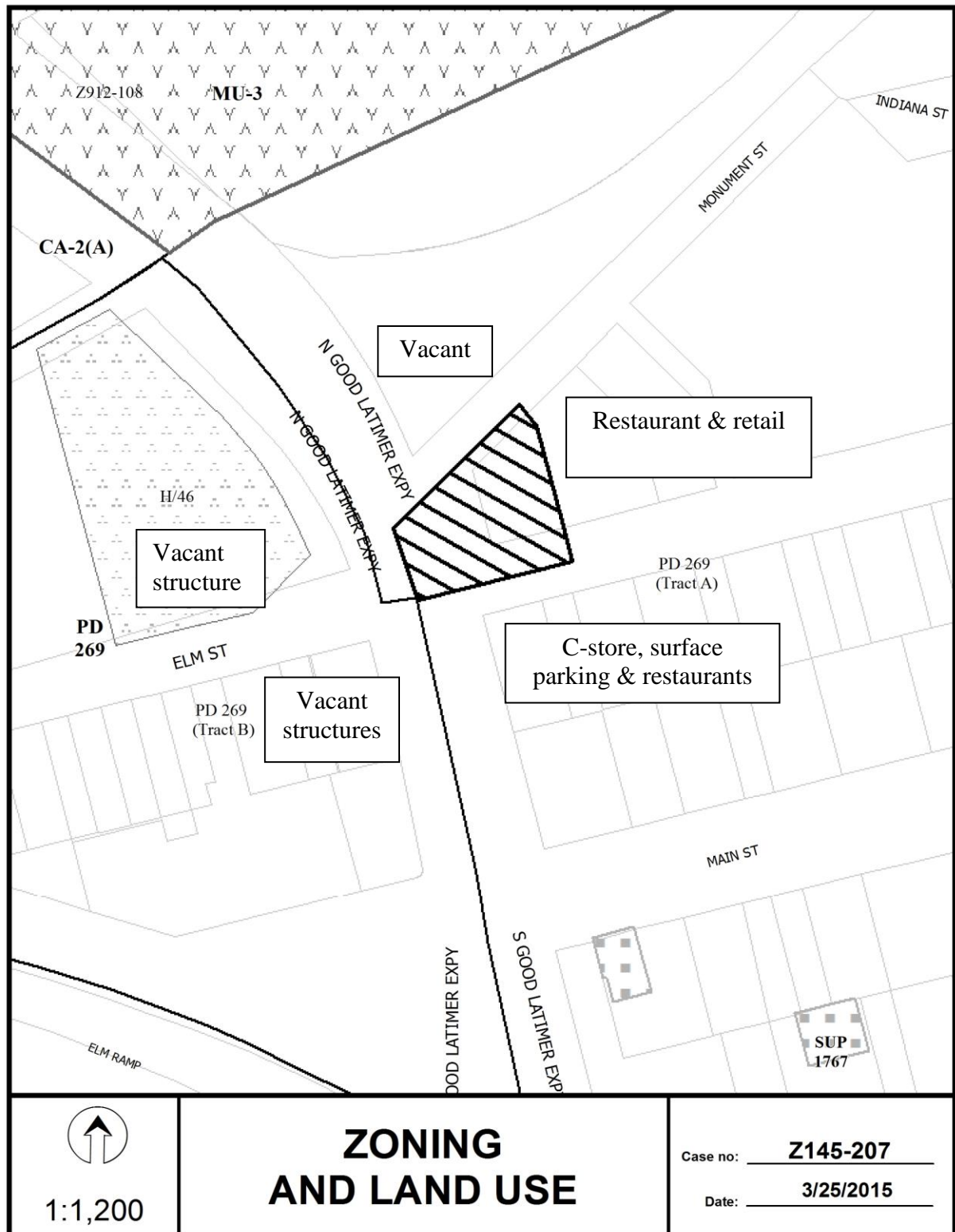
For: 14 - Emmons, Rodgers, Culbreath, Shidid,
Anantasomboon, Bagley, Lavallaisaa, Tarpley,
Shellene, Schultz, Peadon, Murphy, Ridley,
Abtahi

Against: 0
Absent: 1 - Anglin
Vacancy: 0

Notices: Area: 200 Mailed: 20
Replies: For: 12 Against: 0

Speakers: None





CPC RESPONSES



05/06/2015

Reply List of Property Owners***Z145-207******20 Property Owners Notified******12 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	2605 ELM ST	WESTDALE PROPERTIES AMERICA I LTD
O	2	2511 MAIN ST	ELM STREET LOFTS LTD
O	3	2546 ELM ST	WESTDALE MAIN LTD
	4	2604 ELM ST	SEJ ASSET MGMT & INVESTMENT CO
O	5	2610 ELM ST	WESTDALE PROPERTIES AMERICA I LTD
	6	2621 MAIN ST	42 DEEP ELLUM LP
	7	2614 ELM ST	42 DEEP ELLUM LP
O	8	2603 MAIN ST	PARKIN ART JOINT VENTURE
O	9	2505 ELM ST	WESTDALE PROPERTIES
	10	2625 ELM ST	UPLIFT EDUCATION
O	11	2615 ELM ST	WESTDALE PPTIES AMERICA I LTD
	12	2600 MONUMENT ST	DALLAS AREA RAPID TRANSIT
	13	2752 GASTON AVE	DEEP ELLUM MARQUIS LP
O	14	2509 MAIN ST	WESTDALE MAIN LTD
O	15	2550 ELM ST	ELM STREET LOFTS LTD
O	16	2624 ELM ST	ELM STREET LOFTS LTD
	17	2608 ELM ST	SEJ ASSET MGMT & INVESTMENT CO
O	18	2556 ELM ST	ELM STREET LOFTS LTD
O	19	2618 ELM ST	WESTDALE PROPERTIES AMERICA I LTD
	20	2609 ELM ST	42 DEEP ELLUM LP

AGENDA ITEM # 46

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 34 P; Q; T; U

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Form District and an ordinance granting the repeal of Shopfront Overlay No. 2 on property zoned a WMU-8 Walkable Mixed Use District on the west corner of Inwood Road and Brown Street

Recommendation of Staff and CPC: Approval, subject to a regulating plan Z145-208(WE)

ACM: Ryan S. Evans**FILE NUMBER:** Z145-208(WE) **DATE FILED:** March 16, 2015**LOCATION:** Inwood Road and Brown Street, west corner**COUNCIL DISTRICT:** 2 **MAPSCO:** 34P, Q, T & U**SIZE OF REQUEST:** Approx. 2.865 acres **CENSUS TRACT:** 4.06

APPLICANT: FF Realty II, LLC**REPRESENTATIVE:** Suzan Kedron, Jackson Walker LLP**OWNER:** Corrigan Investment Partners, LP**REQUEST:** An application for a Planned Form District and to repeal Shopfront Overlay No. 2 on property zoned a WMU-8 Walkable Mixed Use District.

SUMMARY: The purpose of this request is to allow a regulating plan to control the proposed development in lieu of the Shopfront Overlay. The regulating plan includes standards for individual stoops, awnings, benches, enhanced pavement design with pedestrian activation zones. The applicant has indicated that the property will be developed with approximately 180 units at a height not to exceed 75 feet and six stories. However, the regulating plan does not restrict the development to these standards. The Commission may recommend and the City Council may approve these elements as part of the regulating plan.

CPC RECOMMENDATION: Approval, subject to a regulating plan.**STAFF RECOMMENDATION:** Approval, subject to a regulating plan.

GUIDING CRITERIA FOR RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The regulating plan offers an avenue to gain design elements lost with the exclusion of a shopfront overlay. Staff is amenable to the exclusion of retail in this area as a result. The initial 180-unit multifamily development is located within close proximity to the Inwood/Love Field DART station, where the area is redeveloping to support additional residential and retail uses.
2. *Traffic impact* – The Engineering Section of the Department of Sustainable Development and Construction has determined that the request will not have a negative impact on the street system.
3. *Comprehensive Plan or Area Plan Conformance* – The proposed request is in compliance with the forwardDallas! Comprehensive Plan and the Stemmons Corridor-Southwestern Medical District Area Plan.

BACKGROUND INFORMATION:

- The request site is currently vacant with office and office showroom warehouse uses.
- In February 2009, the City Council approved Article XIII, which created the form based zoning districts. The Form Based Districts provides an additional tool for the implementation of ForwardDallas! And to create walkable urban neighborhoods where higher density mixed uses and mixed housing types promote less dependence on the automobiles.

Zoning History: There have been three recent zoning requests in the area.

1. Z123-216 On June 26, 2013, the City Council approved the renewal of Specific Use Permit No. 1759 for an alcoholic beverage establishment limited to a bar, lounge, or tavern on property zoned an IR Industrial Research District with deed restrictions.
2. Z145-132 On February 25, 2015, the City Council approved a GR General Retail Subdistrict on property zoned an O-2 Office Subdistrict with a D Liquor Control Overlay within Planned Development District No. 193, the Oak Lawn Special Purpose District on the southeast line of Inwood Road, between Denton Drive and Cedar Springs Road.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Denton Drive	Collector	96 ft.	60 ft.
Inwood Road	Principal Arterial	80 ft.	100 ft.
Sadler Circle	Local	50 ft.	n/a

Land Use:

	Zoning	Land Use
Site	WMU-8	Vacant Bldg.
Northeast	PDD No. 688	DISD School
Southeast	IR w/SUP No. 1654	DART Light rail
Northwest	IR	Single Family
Southwest	IR	Bar, Office, Outside storage

COMPREHENSIVE PLAN: The *fowardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *fowardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site being within a Campus Building Block.

The Campus Building Block focuses on areas around large master-planned educational, institutional, or business facilities outside the Downtown. The University of North Texas campus was the motivating factor for creating this Building Block, although other examples exist, such as the areas around the Southwestern Medical District, the Baylor University Medical Center, the Veterans Administration Hospital and Pinnacle Park. Campus Building Blocks often act as smaller versions of a complete community and include a range of single-family and multifamily housing for students, employees and visitors. A variety of offices, shops, services and open space should exist to support the major campus employer and area residents. Over time, areas such as UNT can take on a "university town" feel as they mature. All Campus Building Block areas should have convenient transit options as an integral component. Economic development efforts should capitalize on the spin-off employment opportunities generated by the primary employers.

LAND USE ELEMENT**GOAL 1.2 PROMOTE DESIRED DEVELOPMENT**

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

GOAL 2.2 ENGAGE IN STRATEGIC ECONOMIC DEVELOPMENT

Policy 2.2.2 Maximize development opportunities around DART stations

HOUSING ELEMENT

GOAL 3.2 ANSWER THE NEED FOR HOUSING OPTIONS

Policy 3.2.2 Encourage higher density housing within a quarter-mile of DART stations

URBAN DESIGN ELEMENT

GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE

Policy 5.3.1: Encourage a balance of land uses within walking distance of each other.

AREA PLAN: The request site is within the Stemmons Corridor-Southwestern Medical District Area Plan, adopted by City Council on June 23, 2012. The plan highlights this area as a strategic opportunity area for a mix of commercial and residential uses.

The applicant's request is consistent with the Stemmons Corridor – Southwestern Medical District Area Plan.

STAFF ANALYSIS:

Land Use Compatibility:

The Walkable Urban Mixed Use (WMU) Districts are intended to accommodate a mix of compatible uses in close proximity to one another in a pedestrian-friendly environment. The Shopfront (-SH) overlay is intended to create pedestrian shopping streets through the designation of specific street frontages with development types that support active uses. The WMU-8 District permits a maximum height of 125 feet and eight stories

Below is a chart showing the differences between the Mixed Use Shopfront Overlay and Apartment Development Type Standards for Form Districts.

	Mixed Use Shopfront Overlay	Apartment	Proposed for Regulating Plan (Apartment” development type standards)
Primary Street Frontage (minimum)	90%	70%	70%
Ground Story Height (minimum/maximum ft.)	15 / 30	10 / 15	12 feet min / 15 ft. max. – Area 2 (southern portion along Inwood) 10 feet min / 15 ft. max. – Area 1 (northern portion along Inwood)
Ground-Story Transparency (minimum)	50% (measured between 0 and 10 ft. above adjacent sidewalk)	30% (measured from floor to floor)	Area 2 - 50% (measured between 0 and 10 ft. above adjacent sidewalk) Area 1 – 30% measured from floor to floor)
Building Entrance Spacing (maximum linear ft.)	100	None	1 entry per 40 lineal feet of building frontage along Inwood Road.
Blank Wall Area on Primary Street (max linear ft.)	20	30	30
Ground-Story Shopfront Windows (minimum)	60% of surface area on street level	N/A	N/A
Landscaping	General Art. XIII standards	In addition to general Art. XIII standards, 1 tree/4,000 sq. ft.	Min. percentage of permeable area total area within area 3 to be greater of 25% or Art. XIII standards

The applicant has identified three area zones on the plan that support the pedestrian activity in front of the mixed use development. The three zones are as follows: Area 1 is approximately 6,780 square feet of area and provides for ground level entry to residential units facing Inwood Road. This area is also the primary building entrance for those units facing the Inwood Road. Area 2 contains approximately 3,300 square feet

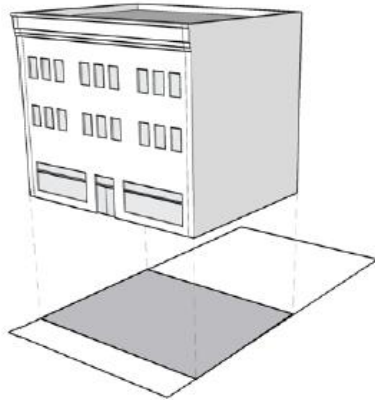
of floor area. Area 3 is identified as the enhanced streetscape zone. This zone encompasses the entire length of the development on Inwood Road and will provide several pedestrian amenities. These amenities include benches, and bike racks. The proposed development will comply with the enhanced streetscape zone in Article XIII Form Based District.

Development Standards:

The regulations on the following page apply to Shopfront Overlays and the Apartment Development types.

Mu

mixed use shopfront

(b) Mixed Use Shopfront.**(1) Definition.**

A development type intended primarily for ground-story retail and upper-story residential or offices uses.

Ground-story spaces should be flexible enough to accommodate a variety of retail and office uses. Upper stories should be used for offices or residential apartments. The building must be pulled up to the street. No on-site surface parking is permitted between the building and the street. On-site surface parking areas must be located to the rear of the building. Primary entrances must be prominent and street-facing. Large storefront windows must be provided to encourage interaction between the pedestrian and the ground-story space.

(2) Character Examples.

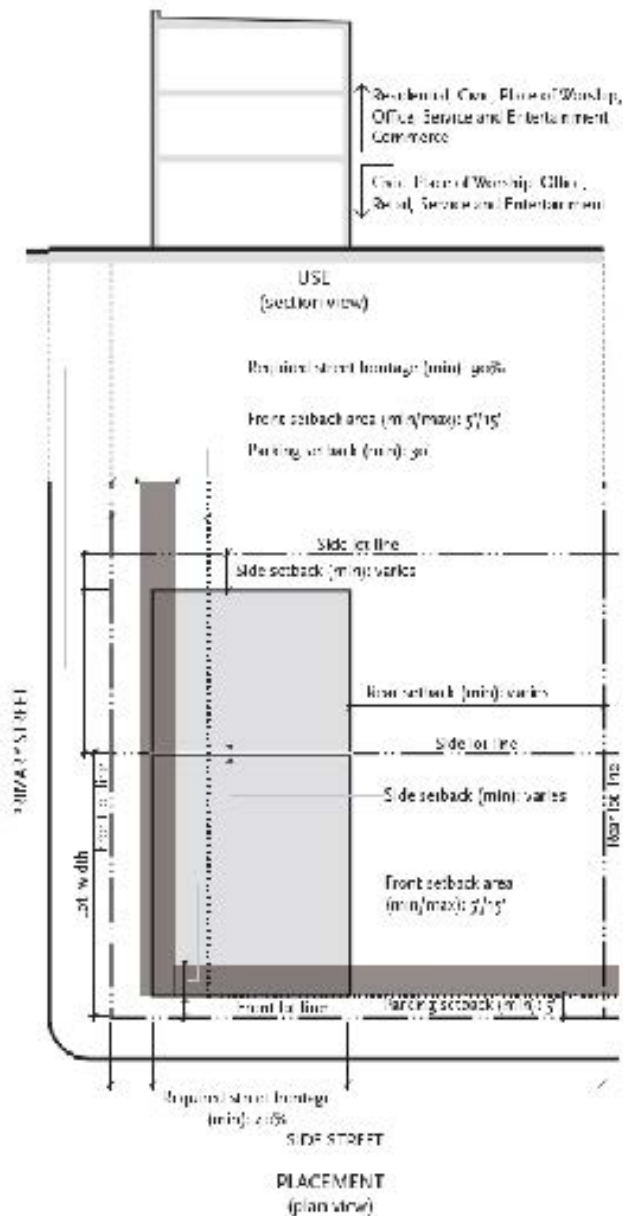
Character examples are provided below for illustrative purposes only and are intended to be character examples of the development type and not the streetscape.

**(3) Districts permitted.**

LOW: WMU-3, WMU-5
 MEDIUM: WMU-8, WMU-12
 HIGH: WMU-20, WMU-40
 OVERLAY: -SH

mixed use shopfront

(4) Use and Placement.

**BUILDING USE**

A summary of permitted uses by story is shown on the left. For a complete list of permitted uses, see Section 5A-13.306, "Uses." No nonresidential use is permitted above a residential use.

BUILDING PLACEMENT

LOT	
Area (min: sq)	none
Area (max: sq)	none
Width (min: ft)	none
Width (max: ft)	none
Lot coverage (max)	100%

FRONT SETBACK AREA

Primary street (min/max: ft)	5/15
Side street (min/max: ft)	5/15
Service street (min/max: ft)	none

REQUIRED STREET FRONTAGE

Primary street (min)	90%
Side street (min)	70%
Service street (min)	none

PARKING SETBACK

From primary street (min: ft)	30
From side street (min: ft)	5
From service street (min: ft)	5
Abutting single-family district (min: ft)	10
Abutting multifamily or nonresidential district or alley (min: ft)	5

SIDE SETBACK

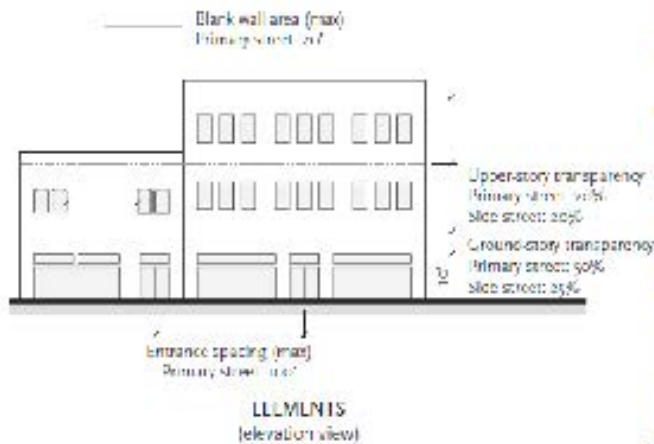
Abutting single-family district (min: ft)	15
Abutting multifamily or nonresidential district (min: ft)	0 or 5
Abutting alley (min: ft)	5

REAR SETBACK

Abutting single-family district (min: ft)	15
Abutting multifamily or nonresidential district (min: ft)	5
Abutting alley (min: ft)	5
Abutting service street (min: ft)	10

Mixed use shopfront

(5) Height and Elements.



BUILDING HEIGHT

HEIGHT	
Building height (max stories/floors)	See Section 51A-13.302, "Height"
Building height (min stories)	
WML 1-15, -18, -19	3
WML 20	4
WML 40	5

STORY HEIGHT

Ground story (min/max ft)	15/30
Upper story (min/max ft)	10/15

BUILDING FACADE

GROUND STORY TRANSPARENCY

Primary street facade (min)	50%
Side street facade (min)	25%
Service street facade (min)	none
Measured between 0 and 10 ft above adjacent sidewalk	

UPPER-STORY TRANSPARENCY

Primary street facade (min)	20%
Side street facade (min)	25%
Service street facade (min)	none
Measured from floor to floor	

ENTRANCE

Primary street	required
Entrance spacing (max linear ft)	100
Side street	allowed
Service street	allowed

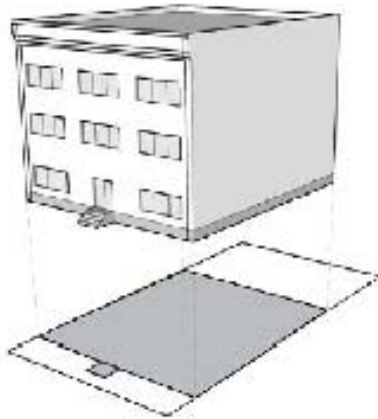
BLANK WALL AREA

Primary street (max linear ft)	20
Side street (max linear ft)	none
Service street (max linear ft)	none

mixed-use shopfront

(6) Ground-Story Shopfront Windows.

A minimum of 60 percent of the street-fronting, street-level window pane surface area must allow views into the ground-story use for a depth of at least four feet. Windows must be clear or unpainted, or, if treated, must be translucent. Spondee glass or backpainted glass does not comply with this provision.

(c) Apartment.**(1) Definition.**

A development type containing three or more dwelling units consolidated into a single structure.

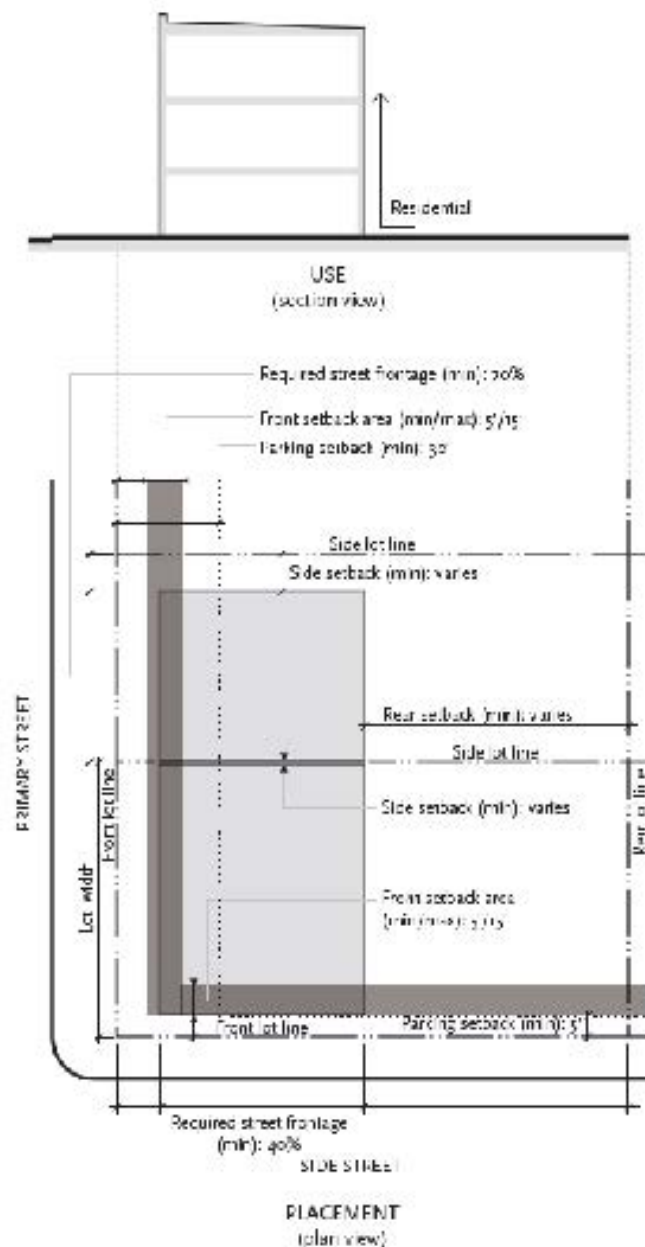
An apartment contains common walls. Dwelling units within a building may be situated either wholly or partially over or under other dwelling units. The building must be pulled up to the street. No on-site surface parking is permitted between the building and the street. On-site surface parking must be located to the rear of the building. The building often shares a common entrance. Primary entrances must be prominent and street-facing. An elevated ground floor for residential uses is recommended to ensure privacy.

(2) Character Examples.

Character examples are provided below for illustrative purposes only and are intended to be character examples of the development type and not the streetscape.

**(3) Districts Permitted.**

LOW:	WMU 5, WMU 5	WR 3, WR 5
MEDIUM:	WMU 8, WMU 12	WR 8, WR 12
HIGH:	WMU 20, WMU 40	WR 20, WR 40

(4) Use and Placement.**BUILDING USE**

A summary of permitted uses is shown on the left. For a complete list of permitted uses, see Section 51A-13.300, "Uses."

BUILDING PLACEMENT**LOT**

Area (min sq)	none
Area (max sq)	none
Width (min ft)	none
Width (max ft)	none
Lot coverage (max)	80%

FRONT SETBACK AREA

Primary street (min/max ft)	5/15
Side street (min/max ft)	5/15
Service street (min/max ft)	none

REQUIRED STREET FRONTAGE

Primary street (min)	20%
Side street (min)	40%
Service street (min)	none

PARKING SETBACK

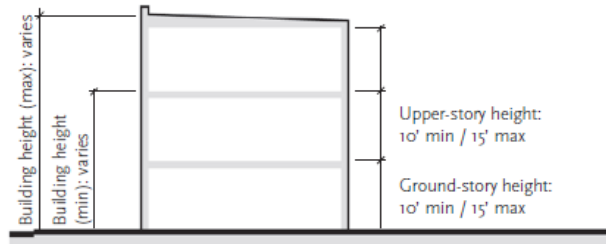
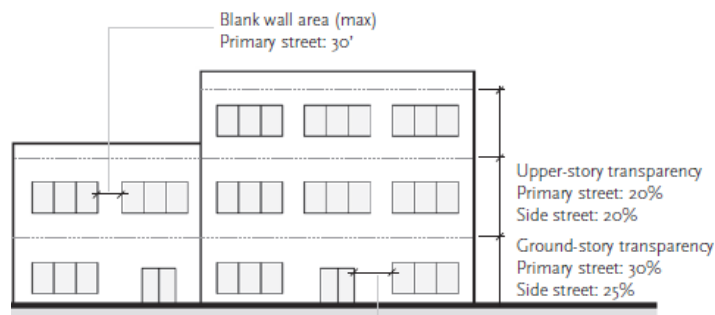
From primary street (min ft)	30
From side street (min ft)	5
From service street (min ft)	5
Abutting single-family district (min ft)	10
Abutting multifamily or nonresidential district or alley (min ft)	5

SIDE SETBACK

Abutting single-family district (min ft)	15
Abutting multifamily or nonresidential district (min ft)	0 or 5
Abutting alley (min ft)	5

REAR SETBACK

Abutting single-family district (min ft)	15
Abutting multifamily or nonresidential district (min ft)	5
Abutting alley (min ft)	5
Abutting service street (min ft)	10

(5) Height and Elements.**HEIGHT**
(section view)**ELEMENTS**
(elevation view)**BUILDING HEIGHT****HEIGHT**

Building height (max stories/ft)	See Section 51A-13.302, "Height"
Building height (min stories)	
WMU-3, -5, -8, -12 WR-3, -5, -8, -12	2
WMU-20 WR-20	4
WMU-40 WR-40	5

STORY HEIGHT

Ground story (min/max ft)	10/15
Upper story (min/max ft)	10/15

BUILDING FACADE**GROUND-STORY TRANSPARENCY**

Primary street facade (min)	30%
Side street facade (min)	25%
Service street facade (min)	none
<i>Measured from floor to floor.</i>	

UPPER-STORY TRANSPARENCY

Primary street facade (min)	20%
Side street facade (min)	20%
Service street facade (min)	none
<i>Measured from floor to floor.</i>	

BUILDING ENTRANCE

Primary street	required
Entrance spacing (max linear ft)	none
Side street	allowed
Service street	allowed

BLANK WALL AREA

Primary street (max linear ft)	30
Side street (max linear ft)	none
Service street (max linear ft)	none

(6) Landscaping.

(A) General landscaping standards are set forth in Section 51A-13.304(a)(2), "Landscaping."

(B) One site tree must be provided for every 4,000 square feet of lot area, or portion thereof, or a minimum of four site trees must be provided, whichever is greater.

(C) Site trees must be evenly distributed throughout the development.

(D) Required landscaping may be provided aboveground when configured as on-site open space in accordance with Section 51A-13.303, "Open Space."

CPC Action – May 7, 2015

Motion: It was moved to recommend **approval** of a Planned Form District and to repeal Shopfront Overlay No. 2; subject a revised regulating plan on property zoned a WMU-8 Walkable Mixed Use District on the west corner of Inwood Road and Brown Street.

Maker: Shellene
Second: Rodgers
Result: Carried: 14 to 0

For: 14 - Emmons, Rodgers, Culbreath, Shidid,
Anantasomboon, Bagley, Lavallaisaa, Tarpley,
Shellene, Schultz, Peadon, Murphy, Ridley, Abtahi

Against: 0
Absent: 1 - Anglin
Vacancy: 0

Notices: Area: 300 Mailed: 37
Replies: For: 15 Against: 0

Speakers: None

LIST OF OFFICERSOWNER

Corrigan Investment Partners, LP
a Texas limited partnership
7501 Inwood Road
Dallas, TX 75209

Corrigan Development, L.L.C.
its general partner

- Corrigan Investments, Inc. – sole member
- David R. Corrigan – Manager
- Catherine A. Corrigan – Manager

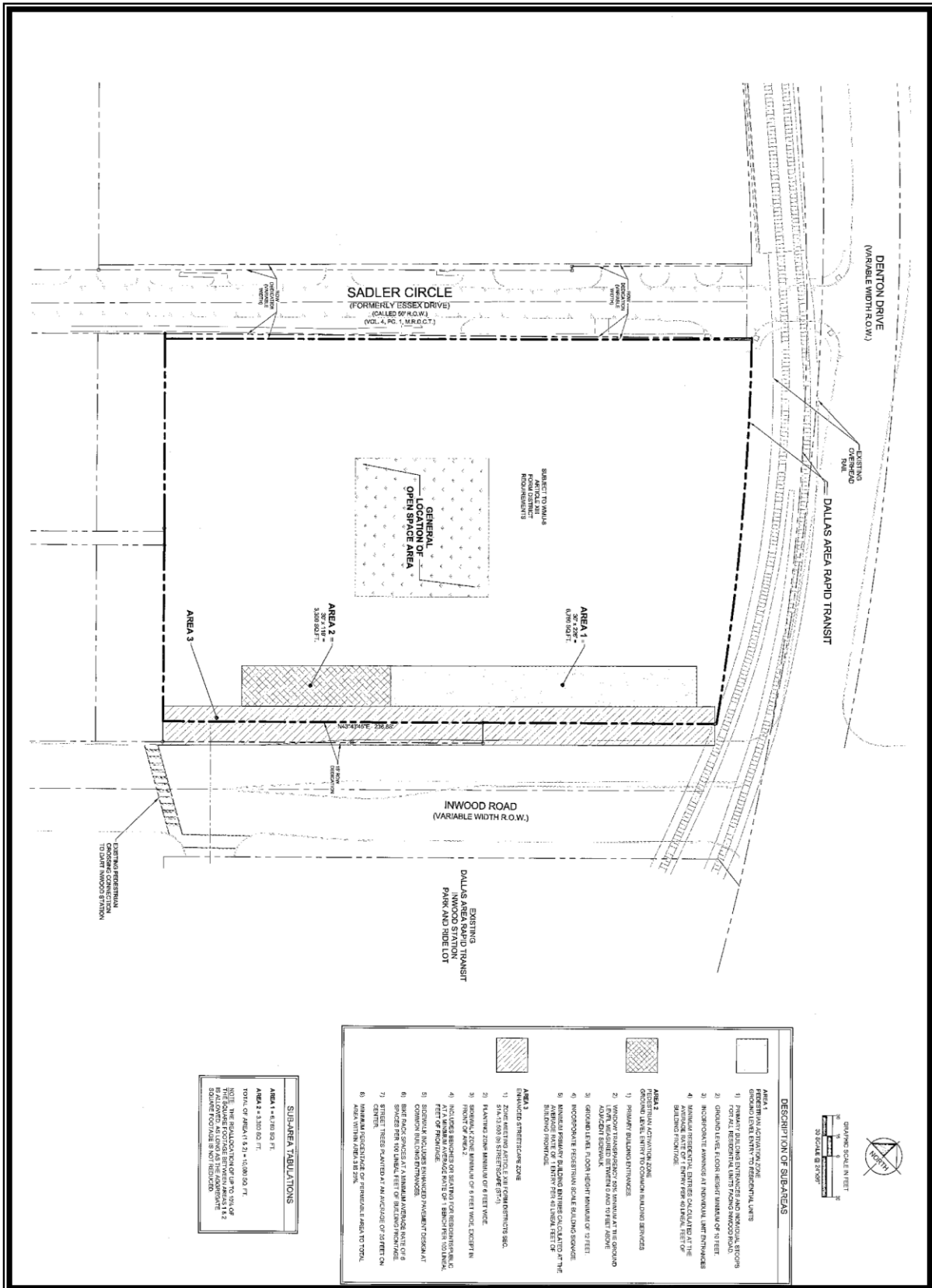
APPLICANT

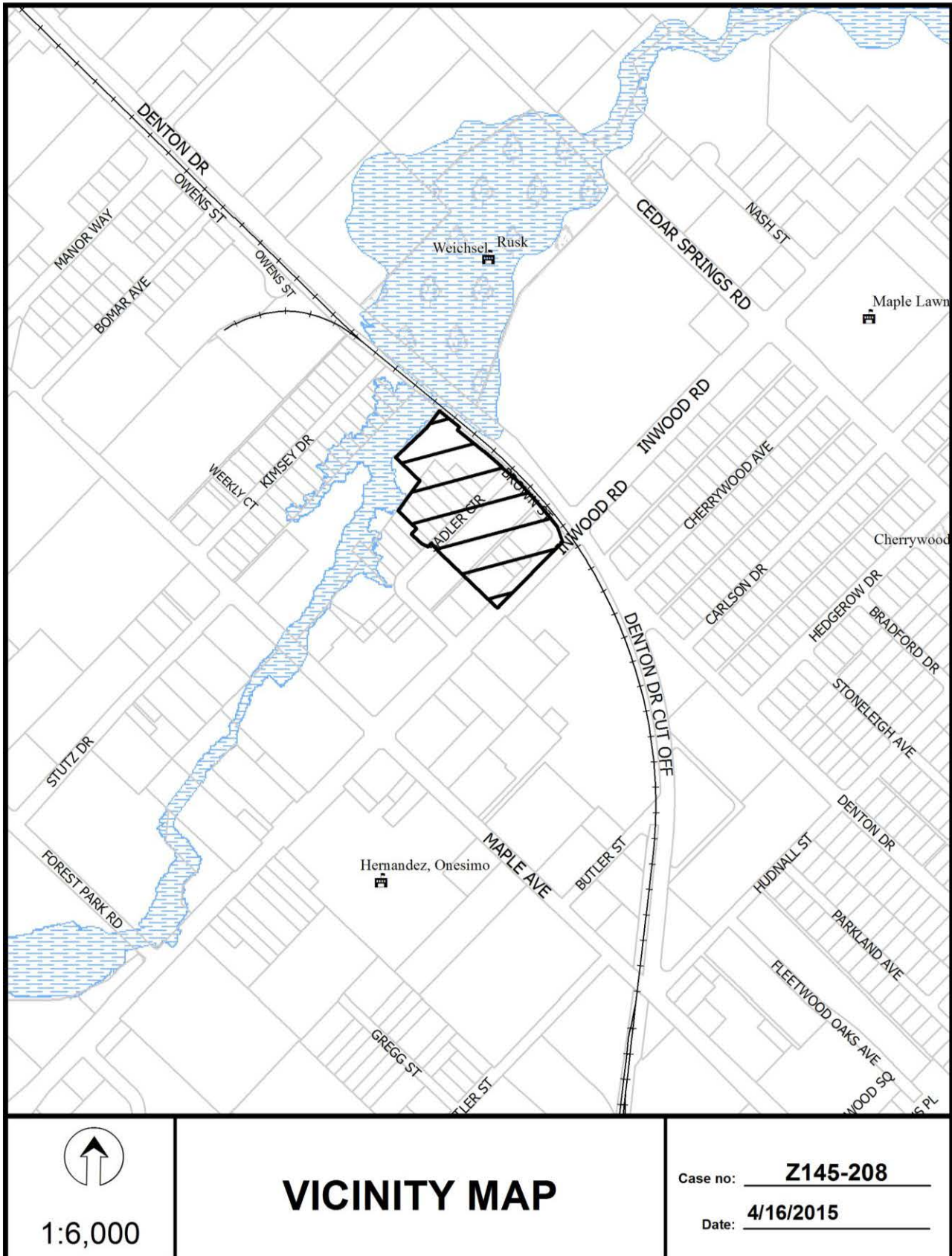
FF Realty II LLC,
a Delaware limited liability company
7301 N. State Highway 161, Suite 260
Irving, Texas 75039

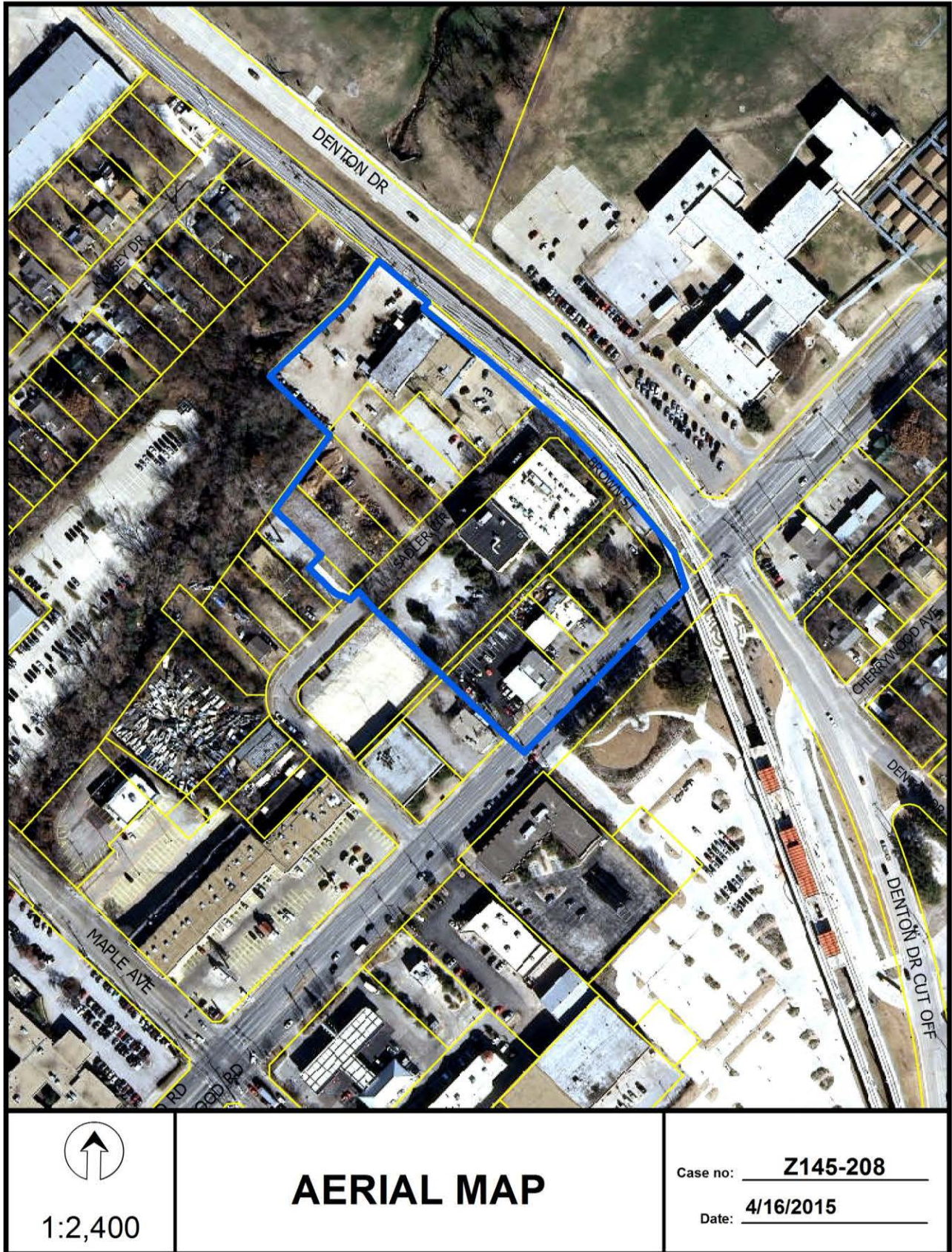
Name	Office(s),
Christopher E. Hashioka	President and Chief Executive Officer
Gregory R. Pinkalla	Chief Operating Officer and Senior Vice
James A. Hribar	Chief Financial Officer and Secretary
Jon A. MacDonald	General Counsel and Senior Vice President
Brent A. Ball	Senior Vice President
Pericles Raptis	Senior Vice President
East	
Bryan Condie	Vice President
Doug Ness	Vice President
Kevin Maley	Vice President
Larry Lee	Vice President
Sandra Hill Flood	Vice President and Assistant Secretary
Thomas Brunson	Vice President
Thomas McDaniel	Vice President
Zachary Johnston	Vice President
William Revers	Vice President

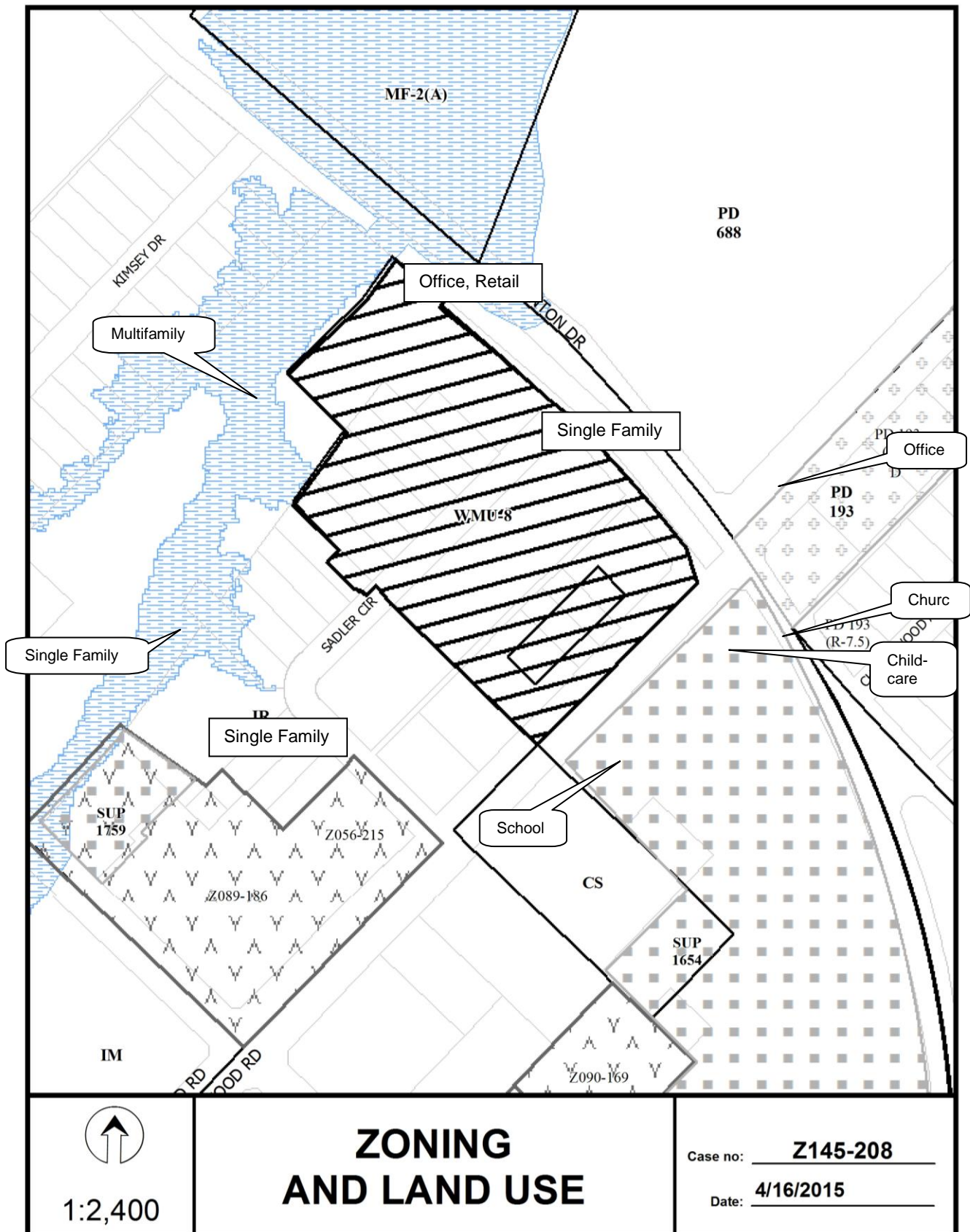
West	
Brendan Hayes	Vice President
Edward F. McCoy	Vice President
Jason Martin	Vice President
Krista Miclat	Vice President and Assistant Secretary
Lawrence Scott	Vice President
Matthew F. Clark	Vice President
Michelle H. Lord	Vice President
Paul Kudirka	Vice President
Richard D. Swanson	Vice President and Assistant Secretary
Richard L. Boynton	Vice President
Tracy Stottlemeyer	Vice President and Assistant Secretary
Wayne C. Laliberte	Vice President

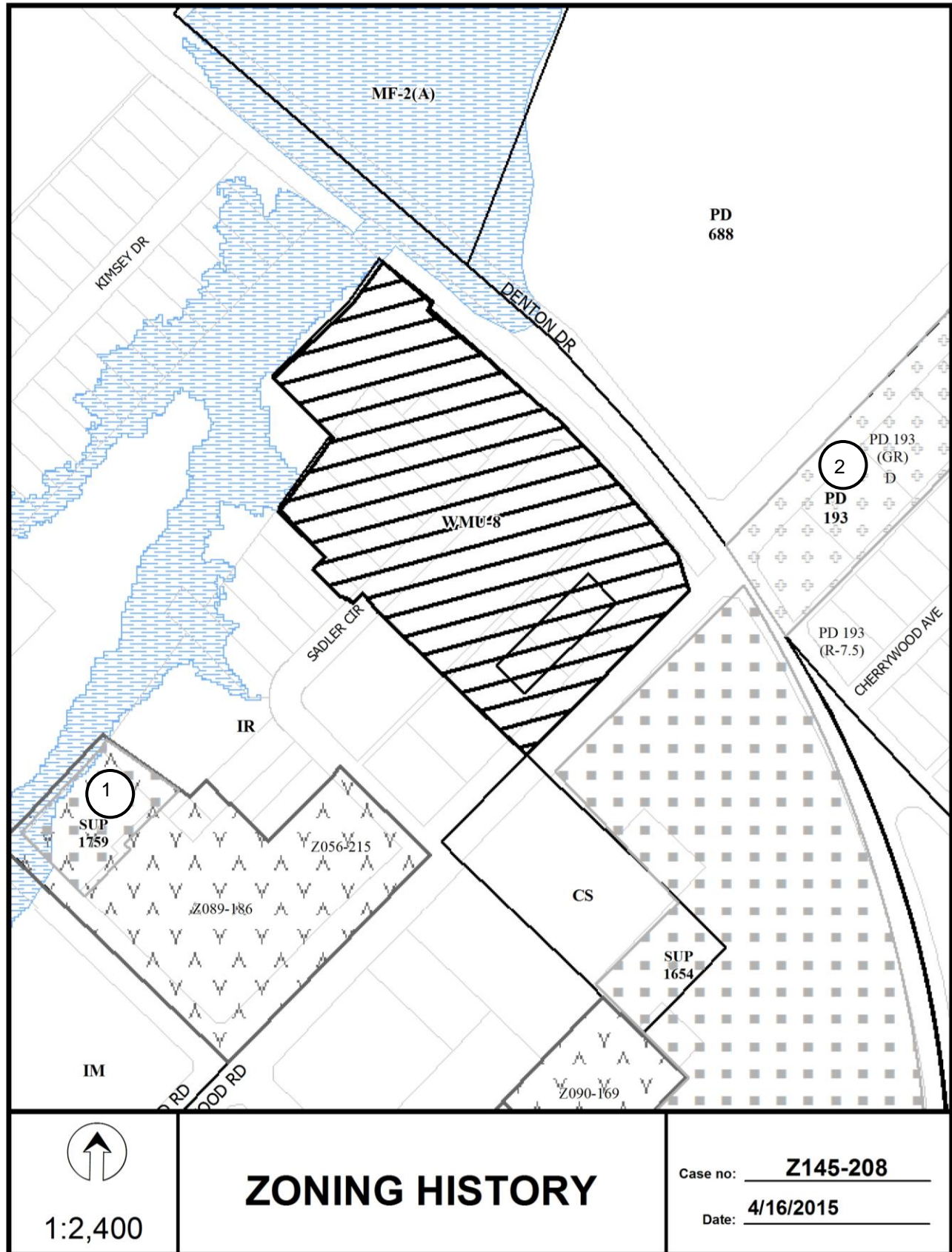
Regulating Plan











CPC RESPONSES



Notification List of Property Owners

Z145-208

37 Property Owners Notified 15 Property Owners in Favor 0 Property Owners Opposed

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	2603 INWOOD RD	MAPLEWOOD PARTNERS LTD
O	2	2711 INWOOD RD	CORRIGAN INVESTMENT PARTNERS LP
O	3	2715 INWOOD RD	CORRIGAN INVESTMENT PTNRS LP
O	4	2719 INWOOD RD	CORRIGAN INVESTMENT PTNRS LP
O	7	2615 INWOOD RD	MAPLEWOOD PARTNERS LTD
	10	5760 MAPLE AVE	ADLER PROPERTY CO LLP
	11	2810 INWOOD RD	KHAIRKHAH DANOUSH
	12	2805 CHERRYWOOD AVE	CLARK MICHAEL L &
	13	2809 CHERRYWOOD AVE	CLARK PATRICIA J &
	14	2815 CHERRYWOOD AVE	CLARK PATRICIA J &
	15	5711 SADLER CIR	OFFINWOOD LLC
	16	5713 SADLER CIR	CED RUDY
	17	5717 SADLER CIR	FEASTER NANCY H
	18	5723 SADLER CIR	RPLB PPTIES 1 LTD
	19	5725 SADLER CIR	PARKER JERRY L
	20	2618 KIMSEY DR	HEED CYNTHIA LOUISE
	21	2622 KIMSEY DR	MARTINEZ ALEXANDER C &
	22	2626 KIMSEY DR	RODRIGUEZ JUAN &
	23	2702 KIMSEY DR	PATTERSON DAVID C ETAL
	24	2706 KIMSEY DR	PORTILLO SOCORRO H LIFE ESTATE
	25	2710 KIMSEY DR	CORONADO JOSE & ANA M
	26	2714 KIMSEY DR	PECINA DAGOBERTO R &
	27	2718 KIMSEY DR	SOTO GERARDO
O	28	2722 KIMSEY DR	WHITE ORCHID HOLDING CO
O	29	2724 KIMSEY DR	WHITE ORCHID HOLDING CO
	30	2929 INWOOD RD	Dallas ISD

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	31	2608 INWOOD RD	DART
	32	2720 INWOOD RD	DART
	33	2802 INWOOD RD	PIT PROS 1 INC
O	34	2515 INWOOD RD	MAPLEWOOD PARTNERS LTD
	35	5715 SADLER CIR	CED RUDY
	36	2522 INWOOD RD	AUTOZONE INC
O	37	2608 INWOOD RD	2608 INWOOD LTD
O	A1	5729 SADLER CIR	RPLB PPTIES I LTD
O	A2	5747 SADLER CIR	BLOCK A/5708 INVESTMENT
O	A3	5731 SADLER CIR	BLOCK A/5708 INV PTNR LP
O	A4	5733 SADLER CIR	BLOCK A/5708 INV PTNR LP
O	A5	5735 SADLER CIR	BLOCK A/5708 INV PTNR LP
O	A6	5727 SADLER CIR	RPLB PPTIES I LTD

AGENDA ITEM # 47

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 3

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 63 U

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a D-1 Liquor Control Overlay and an ordinance granting a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned an RR Regional Retail District with a D Liquor Control Overlay on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway

Recommendation of Staff: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

Recommendation of CPC: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period, subject to a site plan and conditions
Z145-200(AF)

FILE NUMBER: Z145-200(AF)

DATE FILED: March 2, 2015

LOCATION: North side of West Camp Wisdom Road, east of Marvin D. Love Freeway

COUNCIL DISTRICT: 3

MAPSCO: 63U

SIZE OF REQUEST: Approx. 0.34 acres

CENSUS TRACT: 109.02

APPLICANT/OWNER: Herbert D. Weitzman

REPRESENTATIVE: Santos Martinez, Masterplan

REQUEST: An application for a D-1 Liquor Control Overlay and a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned an RR Regional Retail District with a D Liquor Control Overlay.

SUMMARY: The intention of the owner is to sell alcoholic beverages at the existing general merchandise or food store located on the site. The site is currently developed with a 3,389-square-foot retail building. Separated into two suites, one suite houses a general merchandise or food store, and the second houses a barber shop. It is the intention of the owner to phase out the barber shop to allow for the general merchandise or food store to expand and occupy the entire building.

CPC RECOMMENDATION: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval of a D-1 Liquor Control Overlay; and approval of a Specific Use Permit for a two-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The existing use is compatible with the surrounding land uses. The sale of alcoholic beverages in conjunction with this existing retail use does not affect compatibility with the surrounding uses.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The sale of alcoholic beverages in conjunction with an existing general merchandise or food store does not appear to negatively impact the adjacent properties.
3. *Not a detriment to the public health, safety, or general welfare* – The existing general merchandise or food store complies with Chapter 12B (Convenience Store) requirements. The purpose of regulating convenience stores is to protect the health, safety, and welfare of the citizens of the City of Dallas by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores in the city. In addition, conditions and time periods for the use provide opportunity for continued evaluation of the site.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – Based on information depicted on the site plan, it complies with all applicable zoning regulations and standards.
5. *Siteplan*- The off-street parking requirements for a general merchandise or food store 3,500 square foot or less is one space for each 200 square feet of floor area. The building's floor area totals approximately 3,400 square feet, which requires a minimum of 17 off-street parking spaces. The site plan will need to be revised prior to City Council approval to show 17 parking spaces. Currently the site plan shows 15 parking spaces.

Surrounding Zoning History:

There have not been any recent zoning changes in the area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Camp Wisdom	Major Arterial	60'

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that it will not significantly impact the surrounding roadway system.

STAFF ANALYSIS:

Comprehensive Plan:

The comprehensive plan does not make a specific land use recommendation related to the request; however, the *forwardDallas! Vision Illustration*, adopted June 2006, is comprised of a series of Building Blocks that depicts general land use patterns. Building Blocks are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur. This property is located within the “Transit Centers or Multi-Modal Corridors” Building Block.

The property is located in the “Transit Centers or Multi-Modal Corridors” Building Block. Multi-modal corridors should encourage the redevelopment of aging auto-oriented commercial strip development while respecting existing single family neighborhoods. While normally located around DART light-rail or commuter rail lines, these building blocks could also be focused streetcar or enhanced bus corridors such as bus rapid transit. Of all the building blocks, this incorporates the greatest range of building structures and land uses, including multi-story residential above retail to townhomes to single-family residences.

Land Use:

	Zoning	Land Use
Site	RR-D	Retail
North	RR, Regional Retail	Hotels
East	RR, Regional Retail	Vacant lot
South	RR, Regional Retail	Automobile dealership
West	RR, Regional Retail	Hotel

Land Use Compatibility: Generally located around the site is a mix of light industrial zoning and retail. Immediately adjacent to the site are hotels along the Highway 67 service road. The request site is currently developed with a one story, +/- 3,400-square-foot retail building. Currently occupying the building is a barbershop and a general merchandise/food store. The owner of the property is currently phasing out the barbershop with the intention of expanding the general merchandise/food store. Along with the expansion the owner would like to be given the right to sell alcohol on site for off premise consumption. The site is nestled away at the north east corner of West Camp Wisdom Road and the Marvin Love Freeway.

The properties to the north currently have deed restrictions (D.R. Z856-207) in place that prescribe uses that are only allowed in a neighborhood service district. Across the street, located south of the property is an abandoned automobile dealership which is currently being used as vehicle storage. This property also has deed restrictions in place, Z834-202, which limits the site to only allow an automobile dealership or motorcycle display, sales, and service. All the surrounding uses are compatible with the small general merchandise & food store. The site meets the 300-foot distance requirement. See attached Alcohol Measurement Survey.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Development Standards:

District	Setbacks		Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
RR	15'	20' adjacent to residential OTHER:No Min	1.5 FAR overall .5 office	70' 5 stories	80%	proximity Slope Visual Inclusion	Retail & personal service

Parking: The off-street parking requirements for a general merchandise or food store 3,500 square foot or less is one space for each 200 square feet of floor area. The building's floor area totals approximately 3,400 square feet, which requires a minimum of 17 off-street parking spaces.

Z145-200(AF)

Landscaping:

Landscaping must be provided in accordance with Article X of the Dallas Development Code.

CPC ACTION – May 7, 2015

Motion: It was moved to recommend **approval** of a D-1 Liquor Control Overlay and approval of a Specific Use Permit for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less for a two-year period, subject to a site plan and conditions on property zoned an RR Regional Retail District with a D Liquor Control Overlay on the north side of West Camp Wisdom Road, east of Marvin D. Love Freeway.

Maker: Shellene
Second: Rodgers
Result: Carried: 14 to 0

For: 14 - Emmons, Rodgers, Culbreath, Shidid, Anantasomboon, Bagley, Lavallaisaa, Tarpley, Shellene, Schultz, Peadon, Murphy, Ridley, Abtahi

Against: 0
Absent: 1 - Anglin
Vacancy: 0

List of Officers

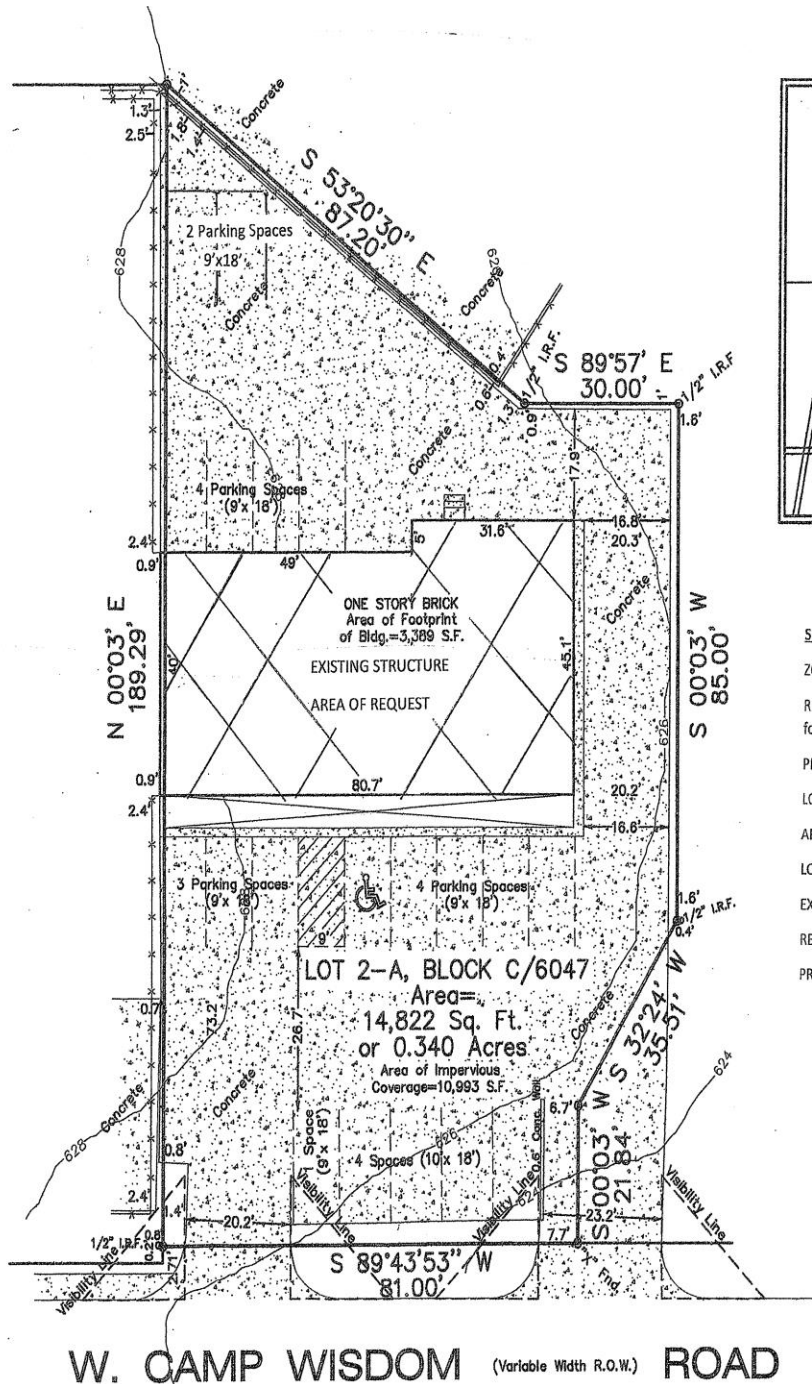
Cencor Realy Services, authorized managing agent

Herbert D. Weitzman, Trustee

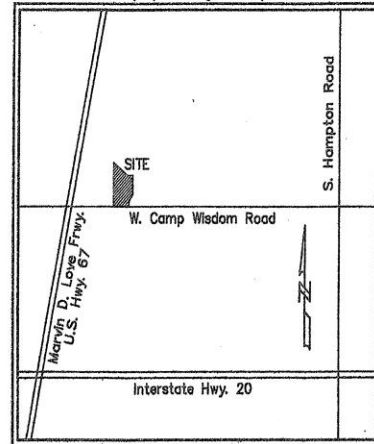
<p>PROPOSED SUP CONDITIONS</p>

1. USE: The only use authorized by this specific use permit is for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (two years)_____,
4. FLOOR AREA: The maximum floor area is 3,389 square feet.
5. OUTDOOR SPEAKERS: Outdoor speakers are prohibited.
6. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
7. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

PROPOSED SITE PLAN



VICINITY MAP
(Not to Scale)
(Mapscos Page 63-U)



SITE SUMMARY

ZONING: RR-D

REQUEST: RR - D1 with SUP for alcoholic beverage sales in conjunction with general merchandise or food store less than 3500 square feet.

PROPOSED USE: general merchandise or food store less than 3500 square feet.

LOT AREA: 14,822 square feet

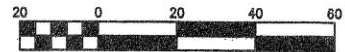
AREA OF REQUEST: 3389 S.F.

LOT COVERAGE: 22%

EXISTING HEIGHT: 18 feet

REQUIRED PARKING: 17

PROVIDED PARKING: 17



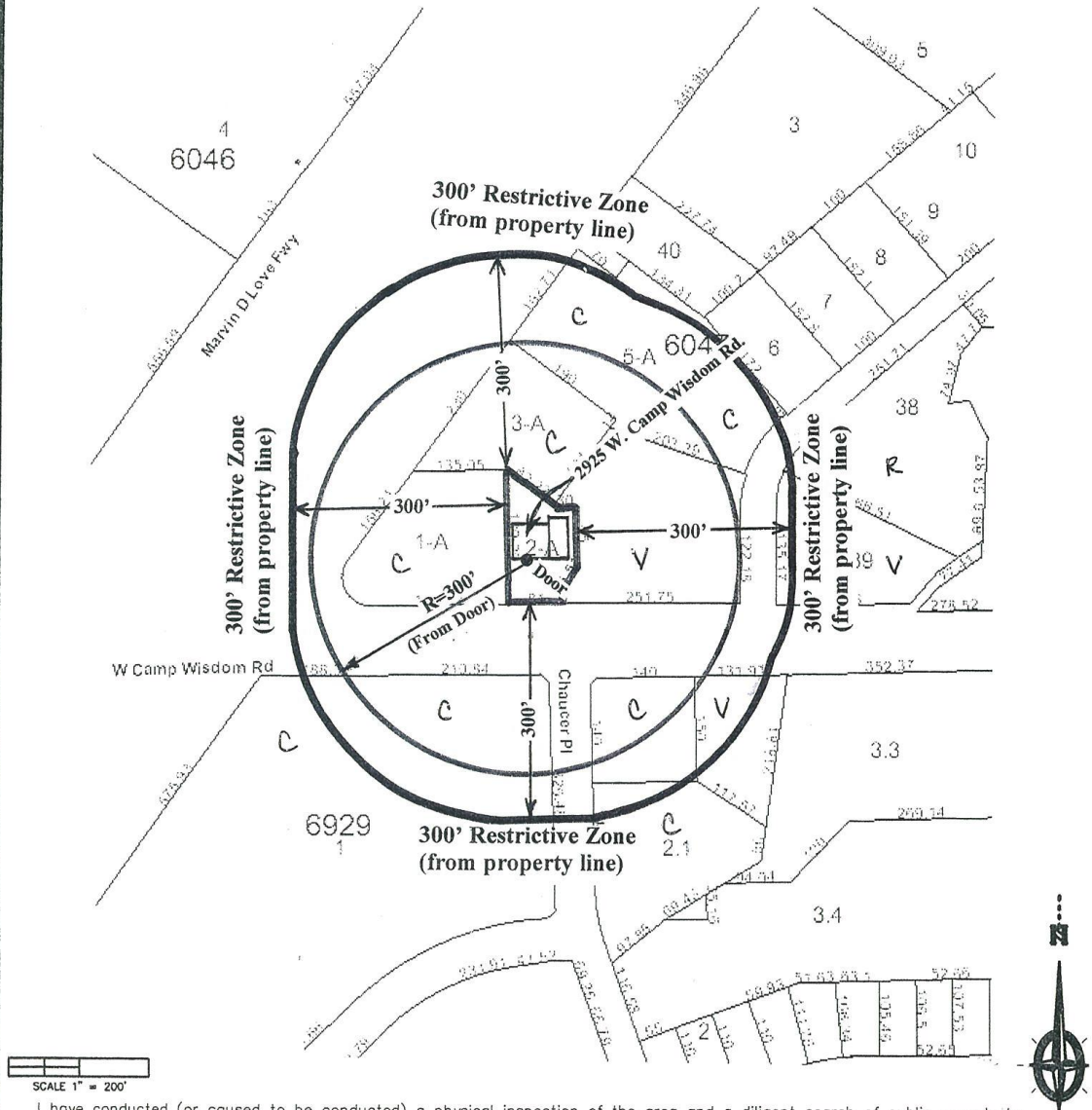
Scale 1" = 20'

ALCOHOL MEASUREMENT PLAT

STOP FOOD MART
2925 W. Camp Wisdom Road
Dallas, Texas 75237
Mapsc0 Page 63-U
Jawed

ALCOHOL MEASUREMENT PLAT

Z145-200



I have conducted (or caused to be conducted) a physical inspection of the area and a diligent search of public records to determine if the place of business is located near any protected uses. This survey map shows that the place of business where alcoholic beverages will be sold meets the location requirements in Dallas City Code 6-4.

The STOP FOOD MART, located at 2925 W. Camp Wisdom Road, in the City of Dallas, is not within 300 feet of a church, public or private school, day care center, child care facility or a public hospital as defined in Dallas City Code Section 6-4.

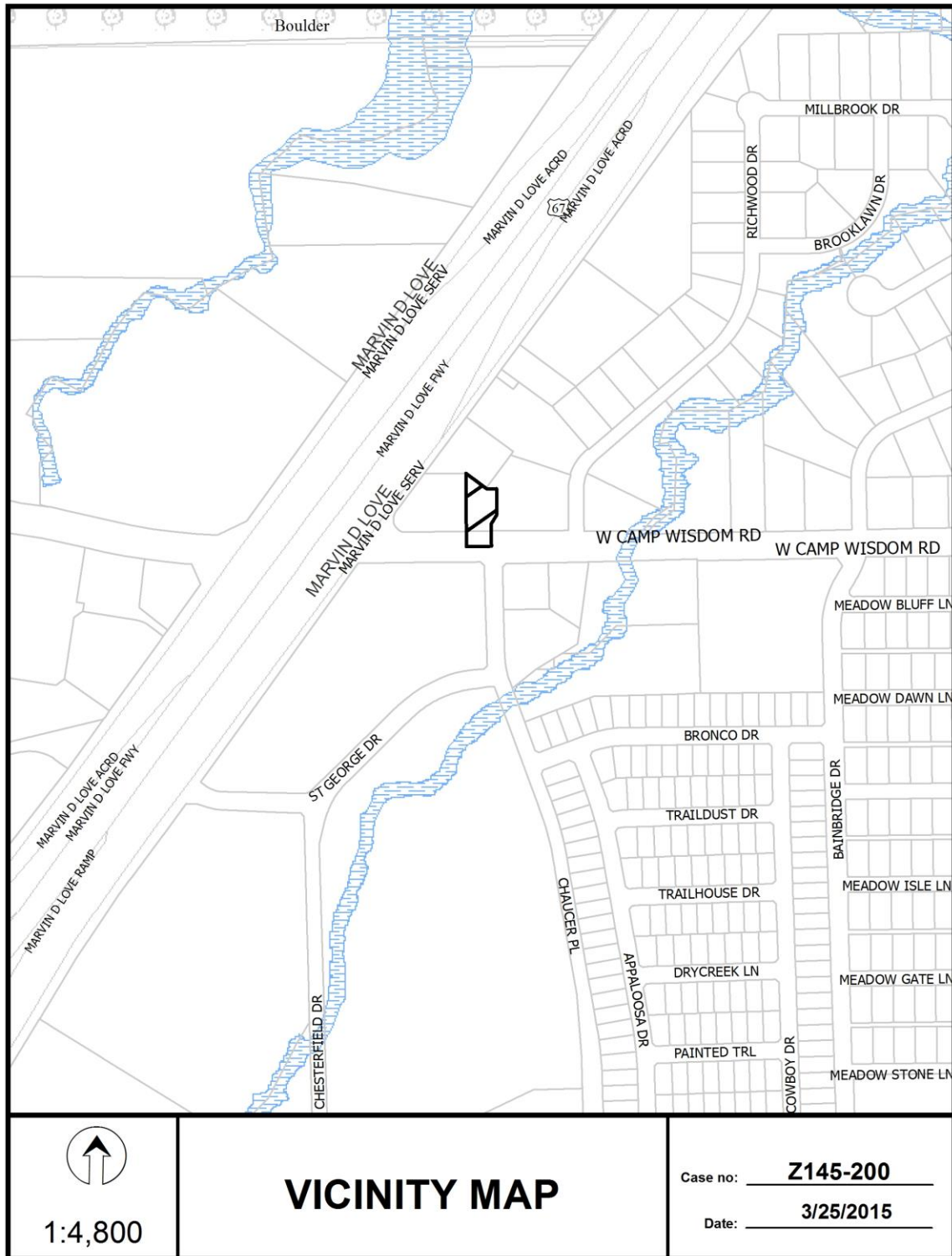
R = Residential
C = Commercial
V = Vacant

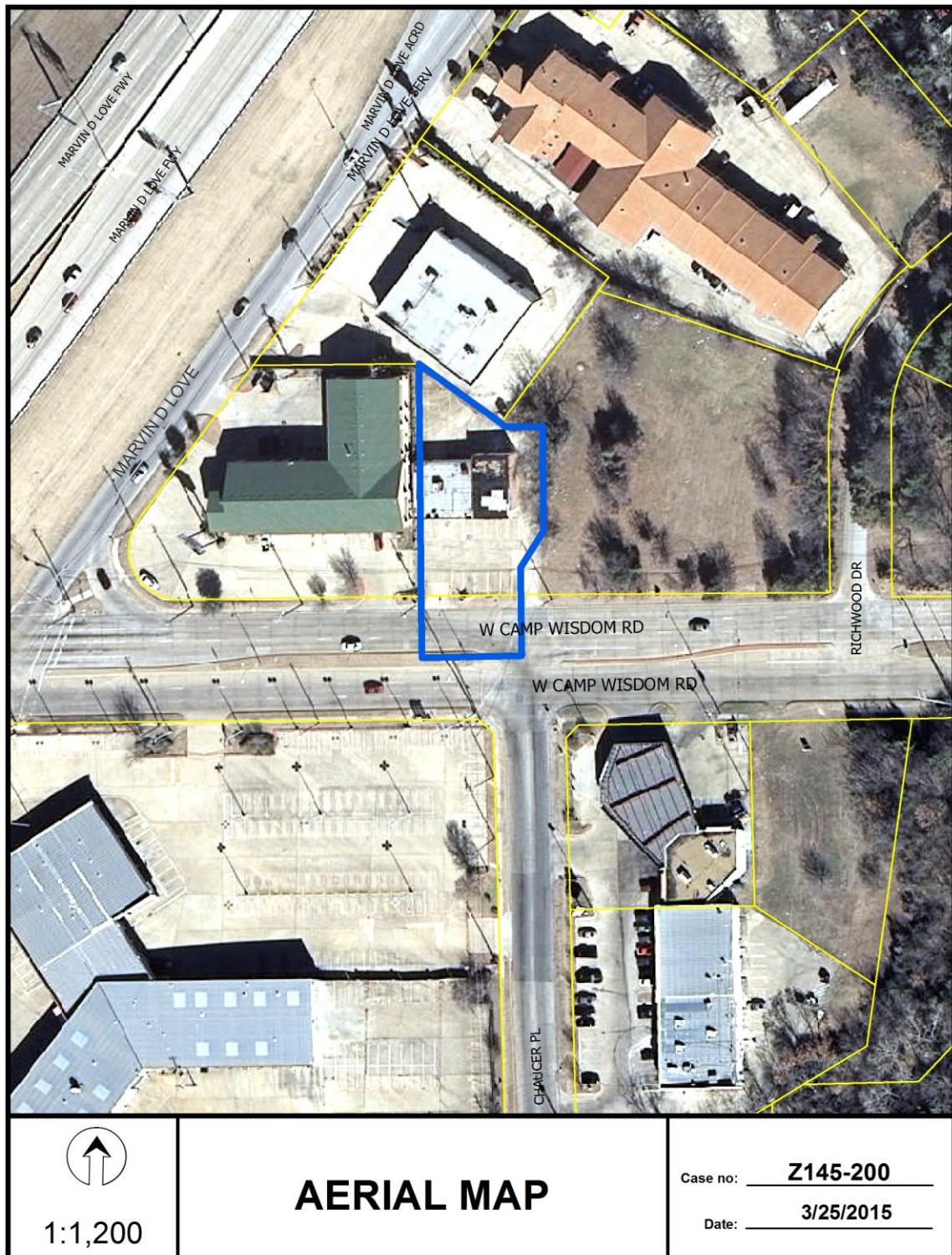
Date: 1/7/2015
Job: 14-703

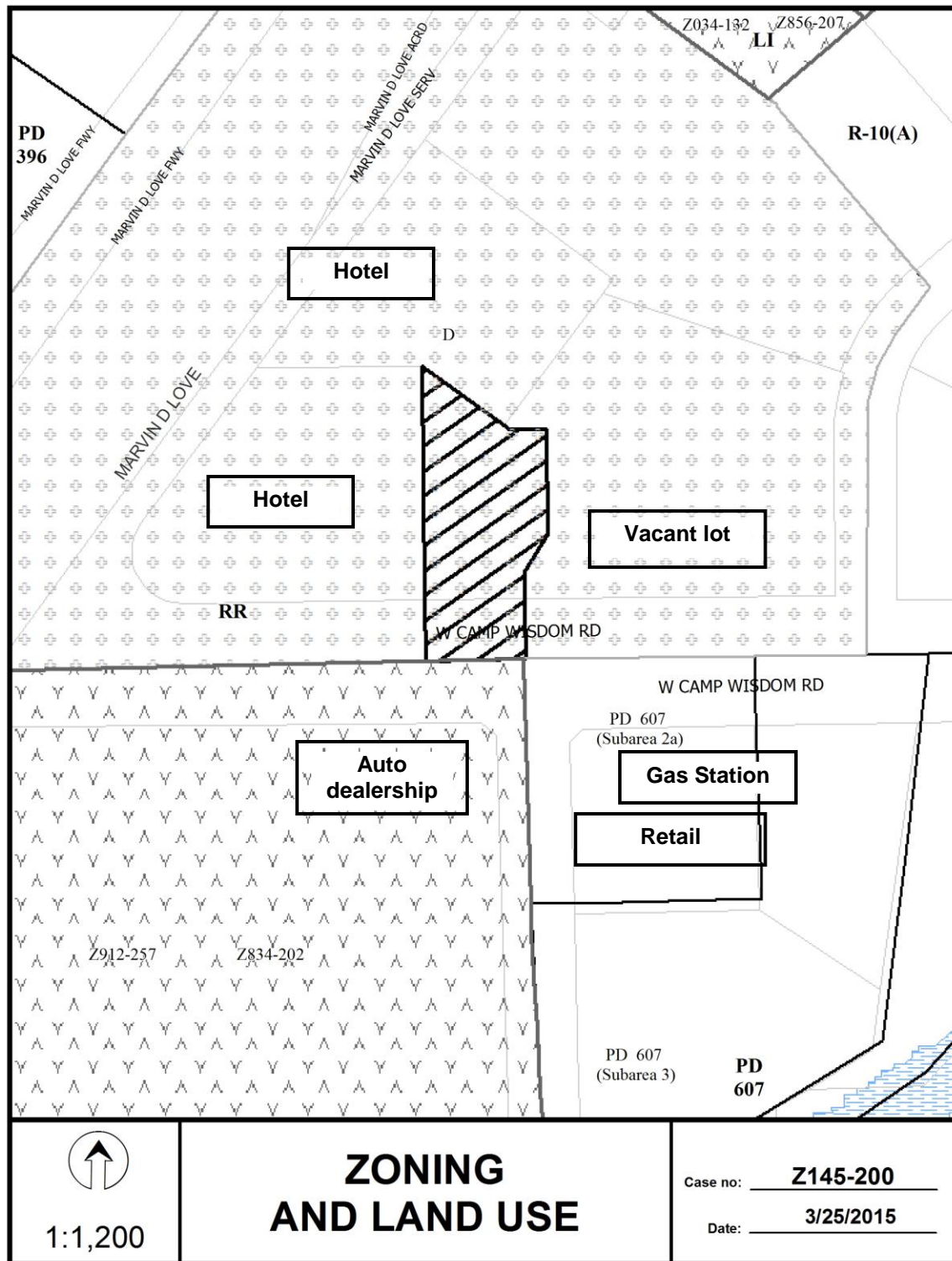
This survey was performed for an alcohol-measurement certification. All improvements may not be shown as existed at the time of survey. Research of protected properties included a search of appraisal district records, parole evidence of the owner/manager and a physical inspection on the ground.

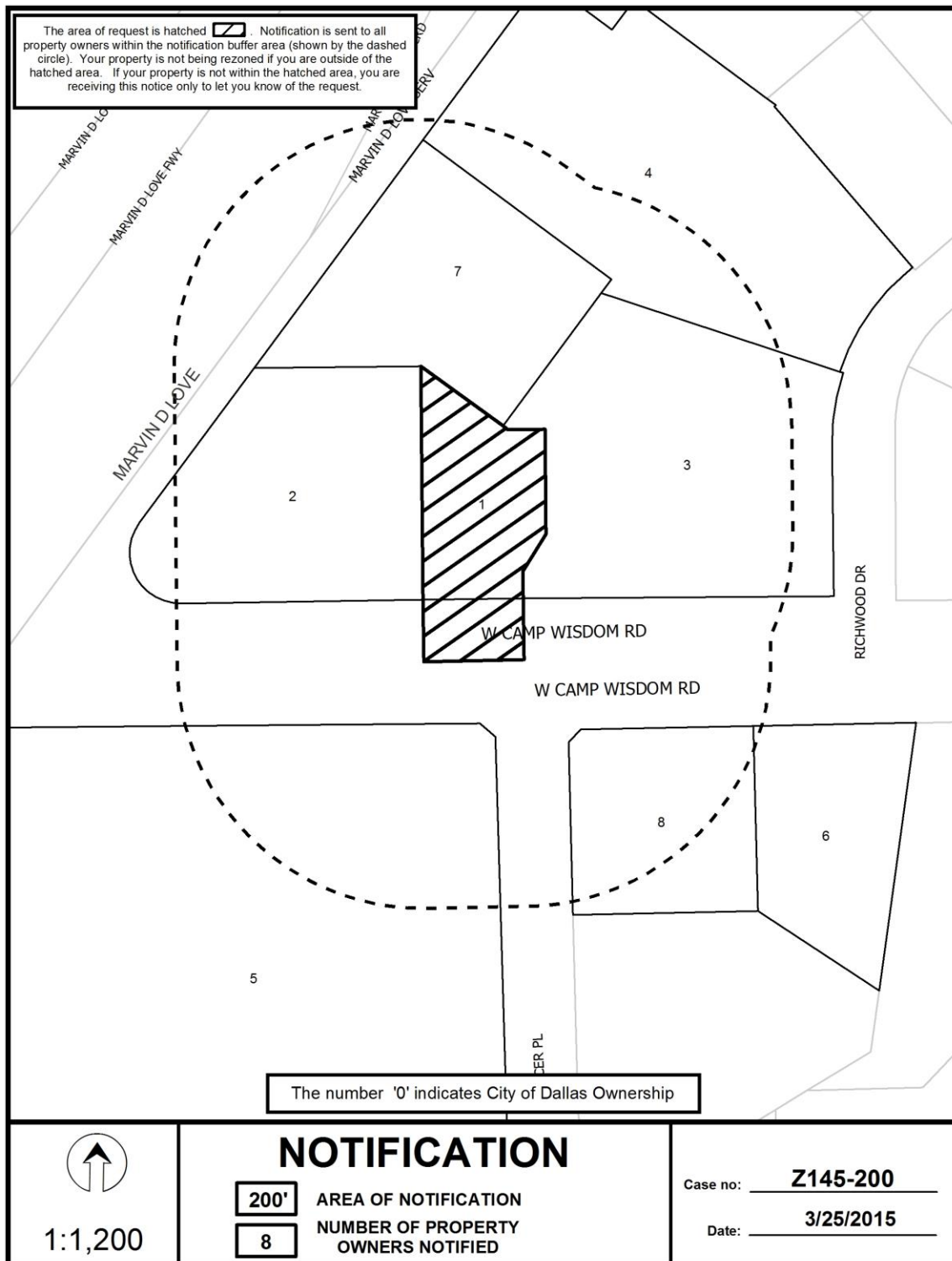


Ben D. Rychuk
Registered Professional Land Surveyor 1630
SURVEYING ASSOCIATES
1018 S. Beckley, Dallas, Tx. 75203
Phone: (214) 948-3324
Fax: (214) 946-7540
FIRM Registration / License No. 10040200









03/25/2015

Notification List of Property Owners

Z145-200

8 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	2921 CAMP WISDOM RD	AUSTIN C W ET AL
2	2935 CAMP WISDOM RD	KUNVER LLC
3	2800 CAMP WISDOM RD	HAMPTON EMBASSY LTD
4	6950 MARVIN D LOVE FWY	AMIT INVESTMENTS INC
5	7100 MARVIN D LOVE FWY	AMERICA CAN
6	2940 CHAUCER PL	CAMP WISDOM CHAUCER J V
7	6960 MARVIN D LOVE FWY	EARL & MARILYNN GORDON ENTERPRISES LLC
8	2950 CAMP WISDOM RD	SILWAD INC

AGENDA ITEM # 48

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 13

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 25 W; X

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a Pedestrian skybridge on property within the Tract 3 portion of Planned Development District No. 314, the Preston Center Special Purpose District, on both sides of Westchester Drive, south of Berkshire Lane

Recommendation of Staff: Approval for a forty-year period, subject to a site plan and conditions

Recommendation of CPC: Approval for a fifteen-year period, subject to a site plan and conditions

Z134-341(RB)

Note: This item was considered by the City Council at a public hearing on May 27, 2015, and was taken under advisement until June 10, 2015, with the public hearing open

FILE NUMBER: Z134-341(RB)

DATE FILED: September 17, 2014

LOCATION: Both sides of Westchester Drive, south of Berkshire Lane

COUNCIL DISTRICT: 13

MAPSCO: 25W, X

SIZE OF REQUEST: Approx. 2,681 Sq. Ft.

CENSUS TRACT: 73.01

REPRESENTATIVE: Suzan Kedron

APPLICANT: CH Realty VI, R Dallas Preston Center LP

OWNERS: CH Realty VI, R Dallas Preston Center LP; City of Dallas

REQUEST: An application for a Specific Use Permit for a Pedestrian skybridge on property within the Tract 3 portion of Planned Development District No. 314, the Preston Center Special Purpose District.

SUMMARY: The applicant proposes to construct a pedestrian skybridge across Westchester Drive, connecting a proposed retail use and the parking structure.

CPC RECOMMENDATION: Approval for a fifteen-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval for a forty-year period, subject to a site plan and conditions.

Guiding Criteria for Recommendation:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The request will be elevated over Westchester Drive and its design will comply with required building code and the majority of required design criteria (concurrent application to the Board of Adjustment for a special exception to certain design criteria).
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – This single use amenity for the proposed retail use will provide for alternative access options (street level access and surface parking in the immediate area around the building) for those frequenting the use.
3. *Not a detriment to the public health, safety, or general welfare* – Retail patrons will be able to traverse across the street more safely and with less interruption to vehicular movements in the immediate area.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – A private license to cross a public right-of-way will be required as well as compliance with all engineering and building code regulations.

Zoning History:

<u>File No.</u>	<u>Request, Disposition, and Date</u>
1. BDA 145-007	Special exception to the pedestrian skybridge standards. Pending a March 18, 2015 BDA public hearing.

<u>Street</u>	<u>Designation; Existing & Proposed ROW</u>
Westchester Drive	Local; 80' ROW
Berkshire Lane	Local; 80' ROW

Traffic: The Engineering Section of the Department of Sustainable Development and Construction has reviewed the applicant's request and determined it will not significantly impact the surrounding street system.

Comprehensive Plan: The request site and immediate surrounding area is considered a Walkable, Mixed-Use Building Block. These are areas where a healthy balance of housing, jobs and shopping will exist in close proximity, allowing residents to live, work, shop and play all in the same neighborhood. Public transit, bicycles and walking will get

priority in these areas, although cars will still play an important role. These areas have slower moving traffic and the average car trip is shorter.

GOAL 1.2 Promote desired development.

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

Land Use Compatibility: The requested pedestrian skybridge will connect a proposed retail use with the area's parking garage across Westchester Drive to serve a retail use. The span of the bridge is approximately 77 feet and will be located within 28 feet of the northern property line of the proposed retail use. The new use (second story of existing structure) will have street level access on Westchester Drive, with internal improvements allowing for access to the anticipated second level retail use. The site is surrounded by various retail and office uses. High-density residential uses are developed further west and southwest of the site, but are not impacted by the request.

Except for on-street parking areas and certain uses that possess structured parking, this multi-tenant office and retail portion of Preston Center utilizes the two-level parking garage which is centrally located within Tract 3. It should be noted the garage has access to street level from the upper parking deck at each corner of the garage, thus allowing at grade access to all corners of this tract's mix of uses.

Part of the basis for consideration of granting an SUP for a pedestrian skybridge is an excerpt from the following purpose statement, "...promote the health, safety, and general welfare of persons and property within the city by providing for the structural integrity of pedestrian skybridges over public right-of-ways; preventing visual obstruction of public right-of-ways and urban landscapes; facilitating the flow of traffic; encouraging use public skybridges by pedestrians through well designed additions to the existing pedestrian system; minimizing the negative impact of pedestrian skybridges on adjoining properties, communication and utility company facilities, and public street lighting an safety facilities; and, establishing standards for construction and maintenance of pedestrian skybridges."

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all

applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

It is anticipated this additional infrastructure will facilitate a safe and efficient means of allowing patrons who utilize the upper level of the parking garage to traverse across the street in a safe and efficient manner, as well as ensuring vehicular movements are not impacted by the proposed retail use (allowed by right). As initially submitted, the applicant proposed a grocery store occupying approximately 55,000 square feet. Utilizing ITE research, the proposed store will generate approximately 5,700 vehicle trips per day. The applicant's land use statement has since been revised, in part, with the following statements:

The proposed use of the request area is to construct a pedestrian skybridge above and across Westchester Drive right-of-way connecting property owned by the Applicant on the west side and a City-owned parking garage on the east side.

The skybridge is needed to add a handicap accessible route from the second story of the parking garage and to increase public safety by offering a safe and secure alternative to traversing Westchester Drive. The skybridge provides an above-grade connection across a busy thoroughfare.

As such, if the second level is utilized for a single retail use other than a grocery store, and possesses the same floor area (55,000 sf), anticipated trip generation would be approximately 2,400 vehicle trips per day.

Developments consisting of nonresidential uses tend to capture off-street parking on the same lot. These developments tend to be single use developments on a building site (example-Minyards on McKinney Avenue between Lemmon Avenue East and Lemmon Avenue West) or as the anchor use as part of a multi-tenant nonresidential development (example-Target at IH 20, Cliff Creek Crossing, Bainbridge Avenue, and Hampton Road).

With respect to vehicular movement efficiency throughout the Tract 3 portion of PDD No. 314, the proposed pedestrian skybridge will be successful in removing store patrons (who are willing to utilize the upper level of the parking garage at the proposed skybridge's landing) from negotiating a need to cross Westchester Drive at grade, be it at its intersection at Berkshire Lane, mid-block, or at the southern end of the blockface at Luther Lane. To put this in perspective, a pedestrian will walk at a pace of three and one-half feet per second. Westchester Drive is approximately 58 feet wide, back-of-curb to back-of-curb, thus requiring approximately 16.6 seconds to traverse the right-of-way at grade. What is not known at this time is the percentage of store patrons that may park in areas other than the second level of the existing parking structure as well as factoring in the other right-of-way crossings noted in this paragraph, thus affecting this efficiency. As a result, staff cannot quantify the 'savings' of time being given back

to drivers that maneuver through this intersection. As the section of Westchester Drive between Northwest Highway and Berkshire Lane provides queuing for seven-eight vehicles as they enter the shopping center from the north, the skybridge would improve vehicular flow through the adjacent intersection regardless of the percentage of people utilizing this proposed improvement, thus minimizing any queuing that may spill into Northwest Highway's right-of-way.

In regard to the above referenced purpose statement for this use, the utilization of the improvements will enhance safety of tenants/employees and patrons of the various uses in the immediate area as well as improving vehicular flow through the adjacent intersection. Visual obstruction of public right-of-ways and view corridors of the urban landscape is not anticipated. The three columns supporting the proposed skybridge have been located in such a manner as to comply with the minimum unobstructed sidewalk width required by the underlying zoning. It should be noted this requirement was somewhat forward-thinking in its vision whereas today's infrastructure to support on street level activity is routinely expected. For example, the nonresidential sidewalks within the Victory PDD (excluding the subdistrict encompassing American Airlines Center) requires an unobstructed sidewalk width ranging from five feet to nine and one-half feet, depending on specific cross sections.

As a result of this analysis, staff supports the request subject to the attached site plan and conditions. It should be noted that following a recommendation by the City Plan Commission, this request will not be scheduled before the City Council until a favorable recommendation by the Board of Adjustment has been rendered (see Zoning History) and a private license prepared by the City Attorney has been prepared for consideration by the Council.

Urban Design: The Dallas Development Code requires compliance with 19 items associated with the structural design and visual presence of the skybridge. The attached summary summarizes those requirements in compliance. In context with these deficiencies, the applicant has submitted an application for a special exception to these respective design standards: 1) supports located within the public right-of-way; 2) alternate clear height between grade and the skybridge; and 3) vary the maximum interior passageway width; increase divergence (from 30 degrees) from perpendicular angle to the right-of-way.

Private License: In order to cross a public right-of-way with the proposed skybridge, the applicant will be required to submit an application for a private license to the Real Estate Section of the Department of Sustainable Development and Construction. It is anticipated that the requested SUP will be scheduled for City Council at the same time the private license is considered, but after the Board of Adjustment has considered the application for a special exception to certain design criteria. With respect to the time period recommended by staff, it is a requirement to recommend a time period that will

coincide with the time period for the above referenced private license. The applicant has requested a permanent time period.

Off-Street Parking. PDD 314 permits a reduction in required parking (from Dallas Development Code requirements, by use) when a minimum of 800 spaces are provided in the Tract 3 parking garage, bounded by Berkshire Lane, Westchester Drive, Luther Lane, and Kate Street. While the required site plan for a pedestrian skybridge typically only delineates the public right-of-way 'footprint' between the connection points, staff is aware the proposed retail use connected to the skybridge will affect parking spaces on the upper level (skybridge landing area and other infrastructure needed in this area).

While the vehicle for such requirement has yet to be determined (SUP for pedestrian skybridge or private license granting improvements over the public right-of-way), this requirement will be addressed at the staff briefing.

Mandatory Pedestrian Skybridge Provision	Applicant's Status
Pedestrian sky-bridges must be properly maintained at all times. If a pedestrian skybridge connects two buildings which are separately owned, an operating agreement assigning maintenance and liability responsibilities is required.	Comply
No more than one pedestrian skybridge may be located within any block or 700 feet of frontage, whichever is less.	Comply
Pedestrian sky-bridges must have clearance above the public right-of-way of at least 18 feet above grade.	Special exception: There is 14 foot clearance above grade. Both structures are existing and in order to connect them at the requisite point only at 14 foot clearance above grade is achievable.
If the pedestrian skybridge has a length of less than 150 feet, the interior passageway must be no less than 10 feet and no greater than 20 feet in width. If the pedestrian skybridge has a length equal to or greater than 150 feet, the interior passageway must be no less than 12 feet and no greater than 20 feet in width.	Special exception: The interior passageway will have a 50 foot span at the point it connects to the existing commercial building.
The interior height of the passageway must be at least 7 1/2 feet. The interior height at the spring line of vaulted ceilings must be at least 7 1/2 feet.	Comply
Supports must not be located within the public right-of-way.	Special exception: There will be five support columns in the right-of-way.
A sign must be posted within the adjoining structures indicating whether the skybridge is open to the public, the location of the pedestrian skybridge, and where the pedestrian skybridge leads.	Comply
Pedestrian sky-bridges must meet state and federal standards for accessibility to and usability by individuals	Comply

Mandatory Pedestrian Skybridge Provision	Applicant's Status
with disabilities.	
Pedestrian sky-bridges connected to structures with air conditioning must be enclosed and air conditioned	Comply , but it is noted that the garage does not have a hvac system
Any change in slope of the pedestrian skybridge greater than one percent must be over private property or concealed within the pedestrian skybridge.	Comply
Pedestrian sky-bridges must not diverge from a perpendicular angle to the right-of-way by more than 30 degrees.	Special exception: The bridge will flare at the point of connection to the existing commercial building.
At least 70 percent of the side walls must be open, or glass or transparent material with a light transmission of not less than 36 percent and a luminous reflectance of not more than 6 percent. "Light transmission" means the ratio of the amount of total light to pass through the material to the amount of total light falling on the material and any glazing. "Luminous reflectance" means the ratio of the amount of total light that is reflected outward by a material to the amount of total light falling on the material.	Comply
Minimum artificial lighting of 15 foot candles must be provided. Lighting must not produce glare of an intensity that creates a nuisance for motor vehicles or pedestrians.	Comply
No exterior signs, other than government signs, may be applied to or suspended from any pedestrian skybridge.	Comply
Pedestrian sky-bridges must not be located within 300 feet of an historic overlay district.	Comply
Pedestrian sky-bridges must be designed to prevent people from jumping or throwing objects from the pedestrian skybridge.	Comply
Structural materials must be durable and easily maintained. Construction must comply with the City of Dallas Building and Fire Codes.	Comply
Pedestrian sky-bridges must not interfere with or impair use of the right-of-way by existing or proposed communication and utility facilities.	Comply
The applicant must post bond for the estimated cost to the city to remove the pedestrian skybridge if it becomes a public nuisance.	Comply

Recommended Pedestrian Skybridge Provision	Applicant's Status
Pedestrian sky-bridges which are open to the public should penetrate the second story of the adjoining structures, or, if not possible, as close as possible to the street level.	Comply
Pedestrian sky-bridges should penetrate the adjoining structures as close as possible to escalators or elevators having access to the entire structure and the street.	Comply
Free-standing pedestrian skybridges and pedestrian skybridges connected to structures without air conditioning should have a roof, wind breaks, and adequate ventilation that maximize the comfort and safety of pedestrians. A pedestrian skybridge should be open only when the adjoining structures are open.	Comply
If the length of the pedestrian skybridge exceeds 250 feet, the passageway should be interrupted by interior visual breaks, such as turns, courts or plazas.	Comply
Primary lighting sources should be recessed and indirect. Accent lighting is encouraged. Natural lighting should be used in addition to artificial lighting.	Comply
The pedestrian skybridge should be designed so as to coordinate with the adjoining structures to the extent possible. Where coordination is not possible, the pedestrian skybridge should be of a neutral color, such as brown or grey.	Comply

CPC ACTION – March 5, 2015

Motion: It was moved to recommend **approval** of a Specific Use Permit for a Pedestrian skybridge for a fifteen-year period, subject to a revised site plan clarifying certain locational criteria and conditions on property within the Tract 3 portion of Planned Development District No. 314, the Preston Center Special Purpose District, on both sides of Westchester Drive, south of Berkshire Lane.

Maker: Murphy
Second: Schultz
Result: Carried: 7 to 6

For: 7 - Culbreath, Shidid, Lavallaisaa, Tarpley,
Shellene, Schultz, Murphy
Against: 6 - Emmons, Rodgers, Anantasomboon, Bagley,
Peadon, Abtahi
Absent: 2 - Anglin, Ridley
Vacancy: 0

Notices: Area: 750 Mailed: 47
Replies: For: 21 Against: 8

Speakers: For: Suzan Kedron, 901 Main St., Dallas, TX, 75202
Dan Feeney, 3819 Maple Ave., Dallas, TX, 75219
Robert Dozier, 2000 McKinney Ave., Dallas, TX, 75201
David Culbertson, 5310 Harvest Hill Rd., Dallas, TX, 75230
Steve Stoner, 400 S. Houston St., Dallas, TX, 75202
For (Did not speak): Anna Graves, 7425 Caruth Blvd., Dallas, TX, 75225
Kristin Millington, 6332 Town Hill Ln., Dallas, TX, 75214
Jenny Wilkes, 5131 Willis Ave., Dallas, TX, 75206
Daniel Branch, 4209 Wycliff Ave., Dallas, TX, 75219
Against: Laura Miller, 5335 S. Dentwood Dr., Dallas, TX, 75220
Marguerite Lobello Archer, 6347 Deloache Ave., Dallas, TX, 75225
Lawrence Bock, 6019 Berkshire Ln., Dallas, TX, 75225
Walter Levy, 5315 Rock Cliff Pl., Dallas, TX, 75209
Rick Williamson, 8411 Preston Rd., Dallas, TX, 75225
Leland Burk, 1412 Main St., Dallas, TX, 75202
Against (Did not speak): Susan Cox, 6715 Desco Dr., Dallas, TX, 75225
Sharon Hayden, 6831 Desco Dr., Dallas, TX, 75225
Matt Hayden, 6831 Desco Dr., Dallas, TX, 75225
Finley Francis Burke, 4314 Merrell Rd., Dallas, TX, 75229
Alice Sutherland, 4314 Merrell Rd., Dallas, TX, 75229
Jane Hoffman, 6747 Lupton Dr., Dallas, TX, 75225
Van R. Lynch, 3109 Douglas Ave., Dallas, TX, 75219
Staff: Lloyd Denman, Sustainable Development and Construction
Chris Caso, Assistant City Attorney, City of Dallas

List of Officers/Applicant

CH Realty VI/R Dallas Preston Center LP

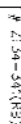
- Preston Center Pavilion & Square is owned 100% by CH Realty VI/R Dallas Preston Ctr, L.P.
- The general partner of CH Realty VI/R Dallas Preston Ctr, L.P. is CH Realty VI/R Dallas Preston Ctr GP, L.L.C. They are the controlling partner and they are managed by Fund VI Managers, L.L.C.
- Fund VI Managers, L.L.C. is controlled by these officers:

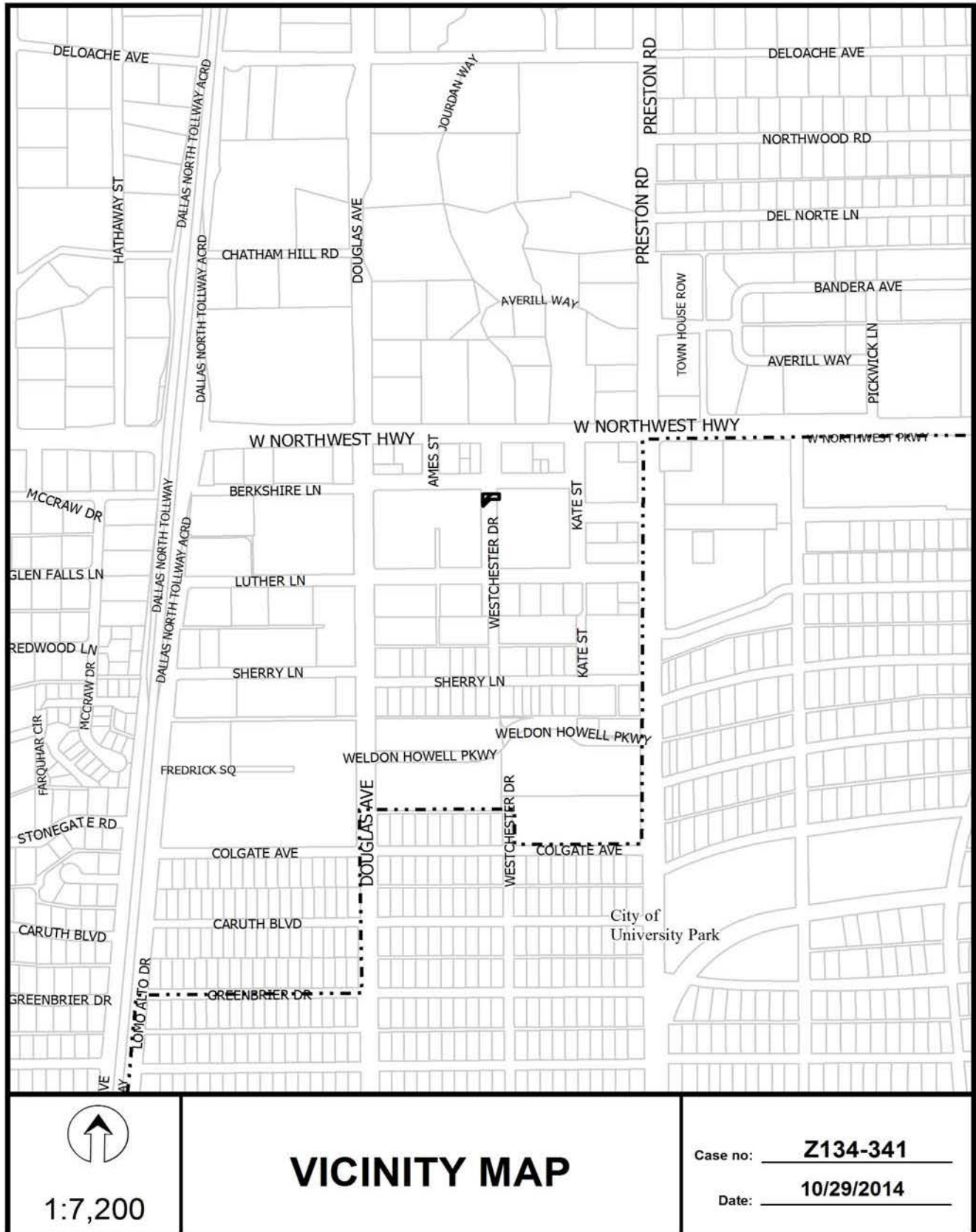
Anne L. Raymond	President
M. Kevin Bryant	Vice President
J. Dodge Carter	Vice President
Daniel F. Feeney	Vice President
Robert A. McClain	Vice President
Diane C. Parmerlee	Vice President
Carlos Rainwater	Vice President
M. Kevin Bryant	Managing Member

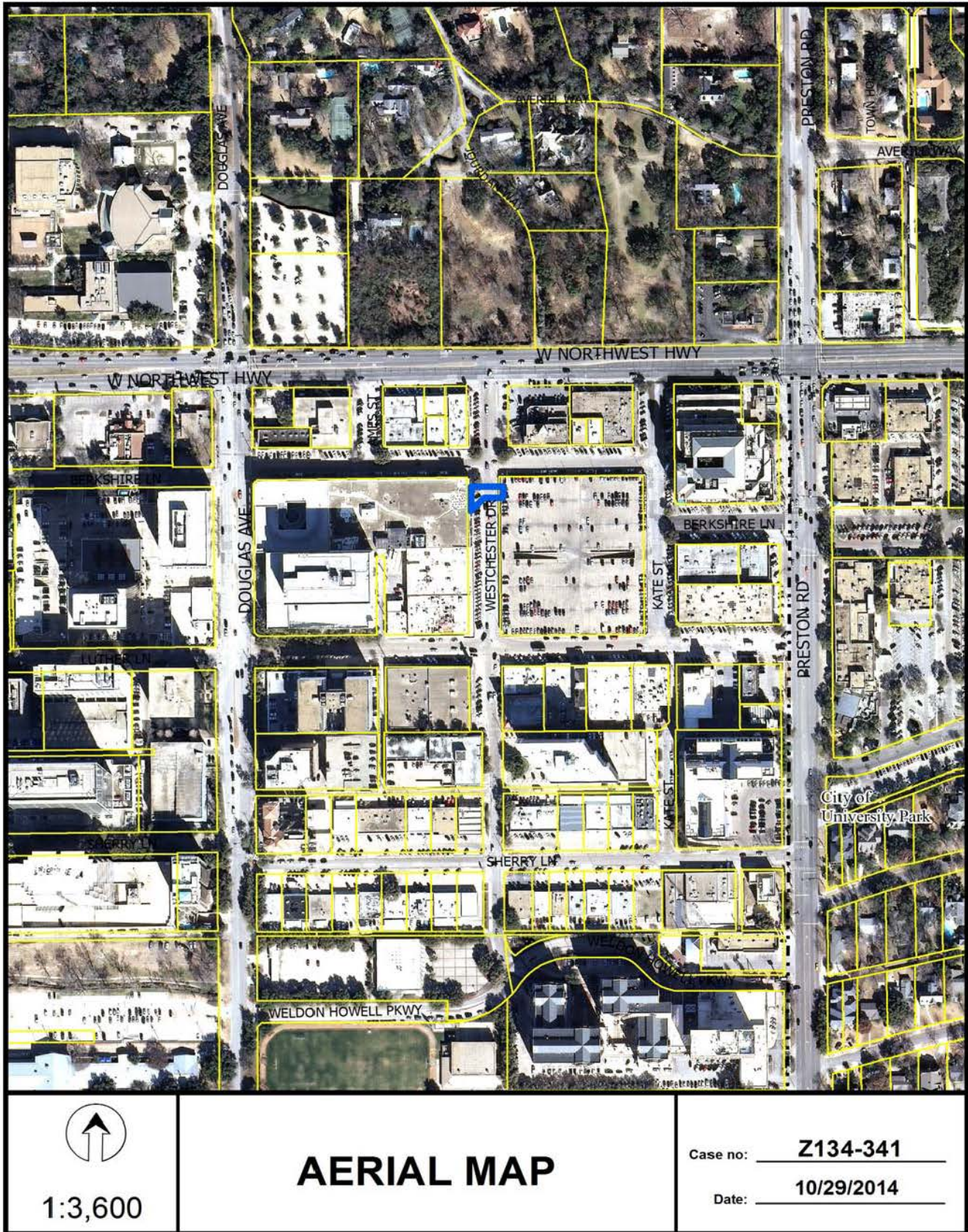
**CPC RECOMMENDED CONDITIONS FOR SPECIFIC USE PERMIT FOR A
PEDESTRIAN SKYBRIDGE**

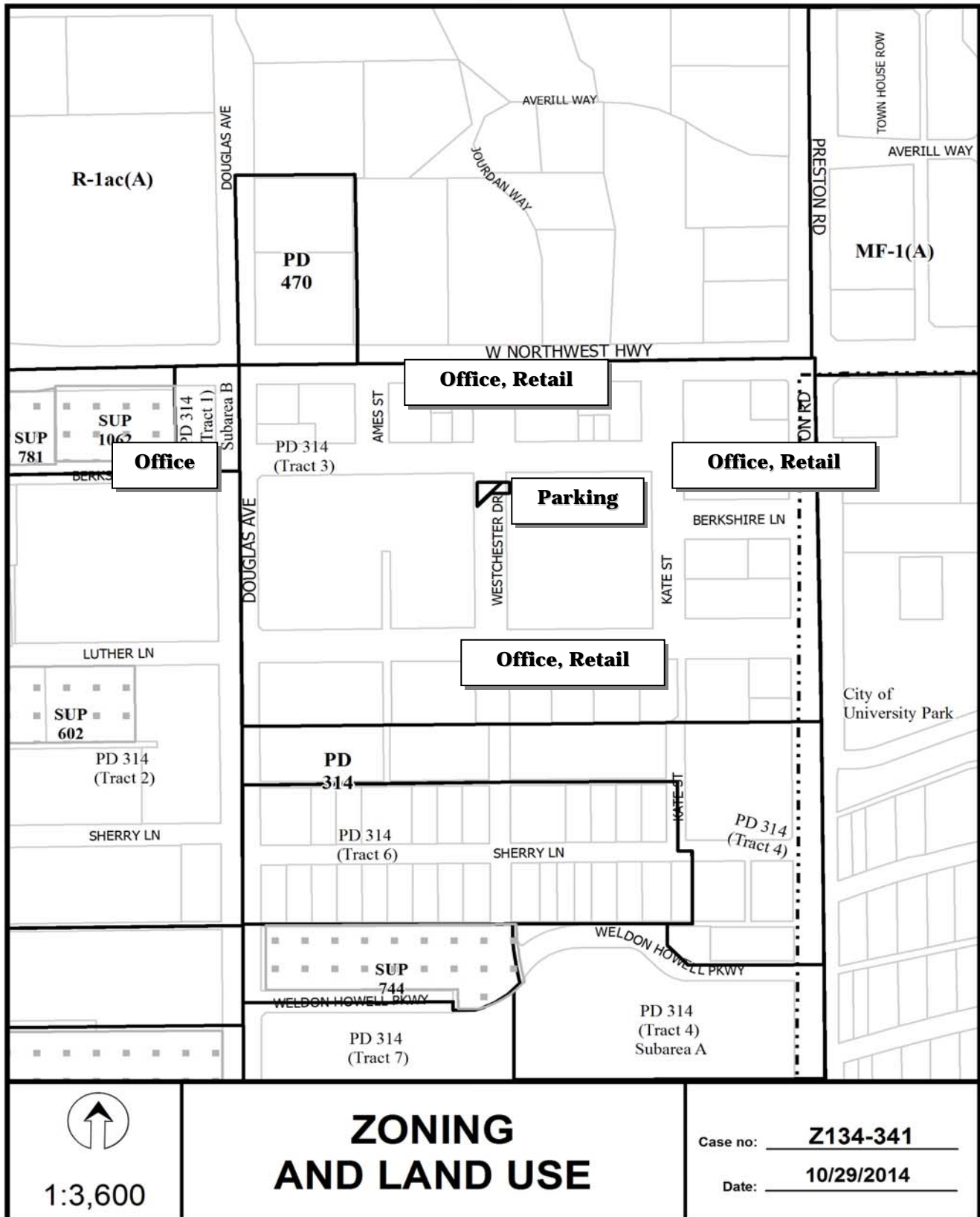
1. USE: The only use authorized by this specific use permit is a pedestrian skybridge.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (fifteen years).
4. MAINTENANCE: The entire Property must be properly maintained in a state of good repair and neat appearance.
5. GENERAL REQUIREMENT: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

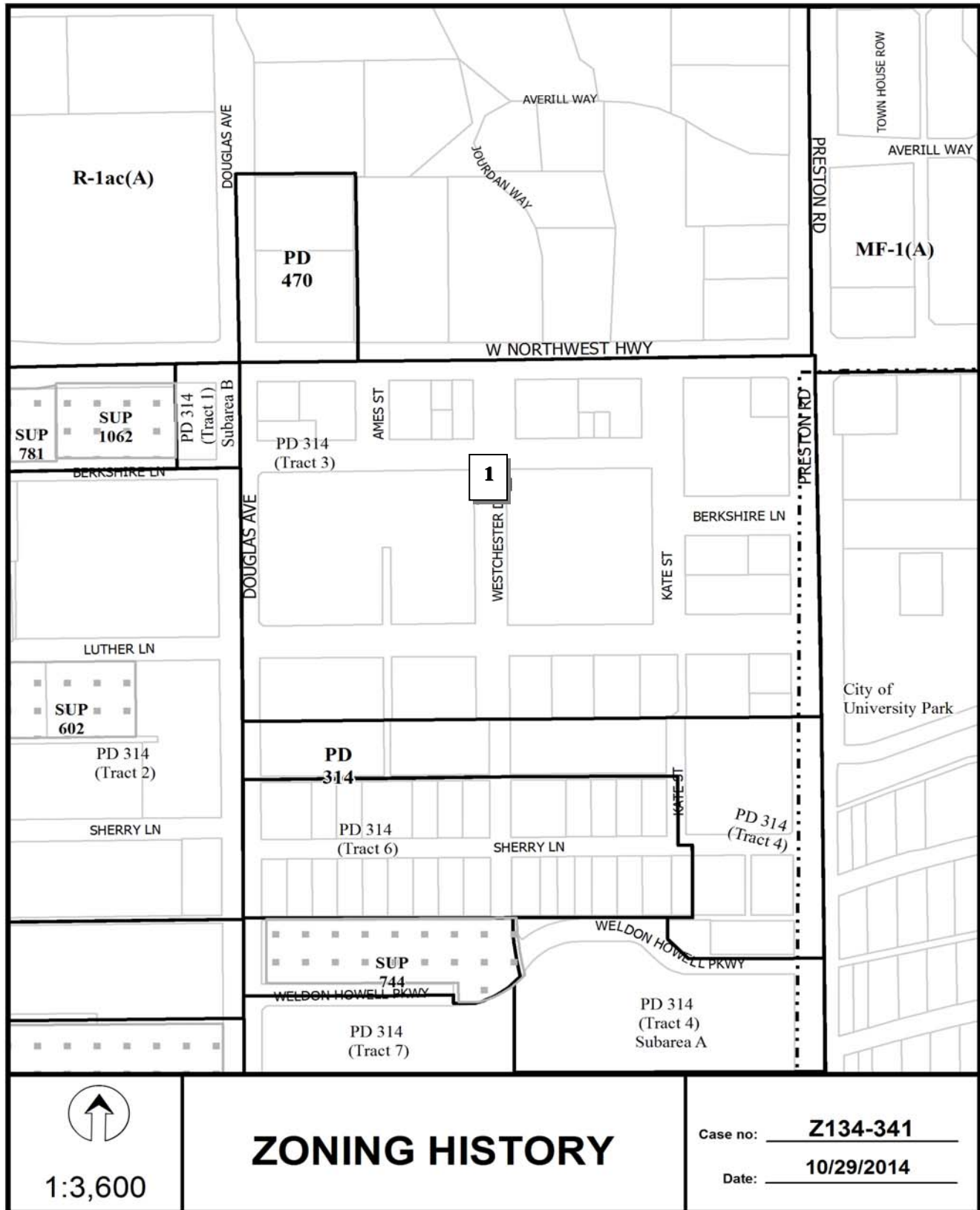
Date: 04-23-15

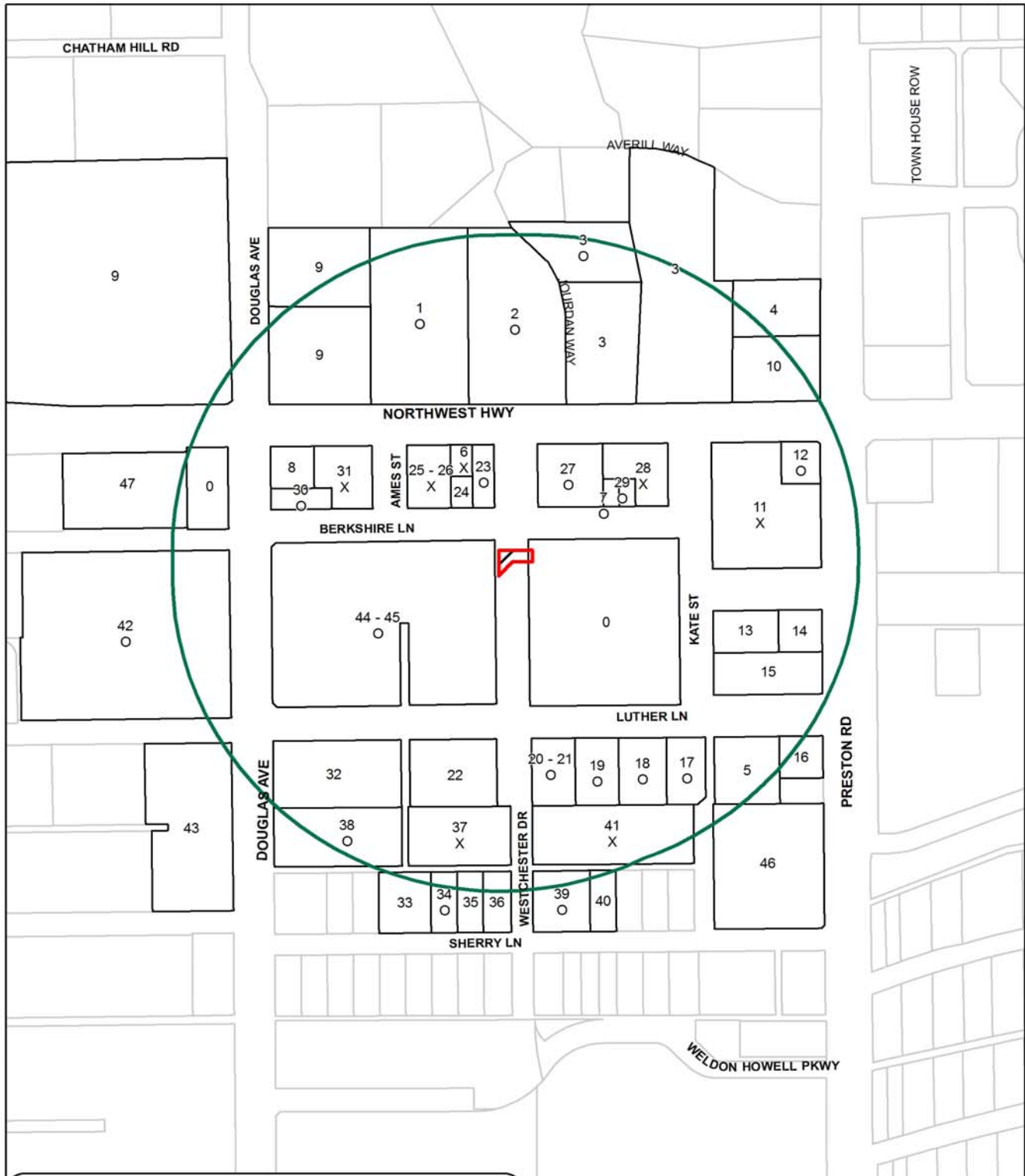










CPC RESPONSES

<u>47</u>	Property Owners Notified (50 parcels)
<u>21</u>	Replies in Favor (18 parcels)
<u>8</u>	Replies in Opposition (7 parcels)
<u>750'</u>	Area of Notification
<u>3/5/2015</u>	Date <u>1/22/2015</u> Under Advisement

Z134-341
CPC



1:3,600

NOTE: Various affidavits from property owners have been submitted in regard to this request. The affidavit numbers listed at the end of the report change the notification number that staff normally assigns to a property. As a result, a new "A" number is used. For example, Number 1 was reassigned to "A3", while one of the three properties that started out as number 3 was reassigned to "A4" while the other two properties with the number 3 still remain as number 3.

03/04/2015

Reply List of Property Owners

Z134-341

47 Property Owners Notified***21 Property Owners in Favor******8 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	3	8500 JOURDAN WAY	CUBAN MARK
	4	8515 PRESTON RD	EBBY HALLIDAY PPTIES INC
	5	6132 LUTHER LN	KATE LUTHER LP
X	6	5930 NORTHWEST HWY	LOBELLO SAM INV
	8	5900 NORTHWEST HWY	HBT PARTNERS LP
	9	8505 DOUGLAS AVE	NORTHWEST BIBLE CHURCH
	10	5999 NORTHWEST HWY	EBBY HALLIDAY PPTIES INC
O	12	8421 PRESTON RD	MC PRESTON LP
	13	8307 PRESTON RD	ROBBINS SERAFINA ETAL
	14	8315 PRESTON RD	LOBELLA SAM INV
	15	6131 LUTHER LN	PRESTON SQUARE TRUST THE
	16	8239 PRESTON RD	MENS WEARHOUSE INC
O	21	6100 LUTHER LN	TREK RESOURCES INC
	22	6038 LUTHER LN	RB PASS LLC
	24	6033 BERKSHIRE LN	6033 BERKSHIRE LLC
X	25	5926 NORTHWEST HWY	LOBELLO SAM INV
X	26	5926 NORTHWEST HWY	LCT MATHEWS JV
X	28	5960 NORTHWEST HWY	CURRIN LAND JOINT VENTURE
X	31	6019 BERKSHIRE LN	HBT PARTNERS LP
	32	8226 DOUGLAS AVE	DOUGLAS PLAZA LAND LLC
	33	6039 SHERRY LN	TOMLIN FAMILY LTD
O	34	6059 SHERRY LN	K & B SHERRY TX LTD &
	35	6065 SHERRY LN	TOMLIN FAMILY LTD

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	36	6071 SHERRY LN	6071 SHERRY LN VENTURE
O	39	6103 SHERRY LN	OCONNOR - SHERRY LANE LTD
	40	6125 SHERRY LN	6121 SHERRY LLC
X	41	WESTCHESTER DR	CCP PC OFFICE LP
	43	8235 DOUGLAS AVE	DIP SPV COMPANY 4 LLC
O	44	8301 WESTCHESTER DR	CH REALTY VI R DALLAS PRESTON CTR LP
	46	8201 PRESTON RD	TRT PRESTON SHERRY LLC
	47	5858 NORTHWEST HWY	DB FIVE GRILL LP
X	A1	8215 WESTCHESTER DR	LEGGE LYNDA L TRUSTEE &
X	A2	8411 PRESTON RD	PRESTON CTR WEST JV
O	A3	5830 AVERILL WAY	CUBAN MARK
O	A4	8530 JOURDAN WAY	CUBAN MARK
O	A5	8531 JOURDAN WAY	JAUCHEN REALTY LLC
O	A6	6003 BERKSHIRE LN	BERKSHIRE DOUGLAS RETAIL
O	A7	8400 WESTCHESTER DR	SEARS DIANA COX &
O	A8	6115 BERKSHIRE LN	K & B COMM TEXAS LTD ETAL
O	A9	6118 LUTHER LN	RAMSBOTTOM PARTNERS LP
O	A10	6126 LUTHER LN	RAMSBOTTOM PARTNERS LP
O	A11	6110 LUTHER LN	MCEVOY A PATRICK ET AL
O	A12	6100 LUTHER LN	TREK RESOURCES INC
O	A13	8220 WESTCHESTER DR	TREK RESOURCES INC
O	A14	5938 NORTHWEST HWY	KINNEY PROPERTY F & P LTD
O	A15	6117 BERKSHIRE LN	K & B COMM TEXAS LTD ETAL
O	A16	8222 DOUGLAS AVE	CF02 DALLAS LLC
O	A17	8300 DOUGLAS AVE	CFO DT II LLC
O	A18	8333 DOUGLAS AVE	CFO DT III LLC

AGENDA ITEM # 49

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 11

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 14 M

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a mini-warehouse use on property zoned an MU-3(SAH) Mixed Use Affordable District with deed restrictions on the northwest corner of Southern Boulevard and Noel Road

Recommendation of Staff and CPC: Approval for a ten-year period, subject to a site plan, landscape plan, elevations plan and conditions

Z145-152(OTH)

Note: This item was considered by the City Council at public hearings on May 13, 2015, and May 27, 2015, and was taken under advisement until June 10, 2015, with the public hearing open

FILE NUMBER: Z145-152(OTH)

DATE FILED: December 29, 2014

LOCATION: Northwest corner of Southern Boulevard and Noel Road

COUNCIL DISTRICT: 11

MAPSCO: 14M

SIZE OF REQUEST: ±1.75 acres

CENSUS TRACT: 136.26

APPLICANT: Cornerstone RPG Storage I, LP

REPRESENTATIVE: Robert Reeves

OWNER: Southern Galleria Partners, LTD

REQUEST: An application for a Specific Use Permit for a mini-warehouse use on property zoned an MU-3(SAH) Mixed Use Affordable District with deed restrictions.

SUMMARY: The applicant proposes to build a 121,025 square feet structure with 119,800 square feet for mini-warehouse storage area and 1,225 square feet for office and accessory use. The existing deed restrictions limit the height to 150 feet and the square footage to no more than 575,000 square feet of floor area excluding parking structures.

CPC RECOMMENDATION: **Approval** for a ten-year period, subject to a site plan, landscape plan, elevations plan and conditions

STAFF RECOMMENDATION: **Approval** for a ten-year period, subject to a site plan, landscape plan, elevations plan and conditions.

GUIDING CRITERIA FOR RECOMMENDATION:

The following factors are listed in Chapter 51A of the Dallas Development Code to guide the determination as to whether or not an SUP shall be granted. Staff has listed its findings based upon each component below:

1. *Compatibility with surrounding uses and community facilities* – The existing building is compatible in scale and character with the surrounding uses as an interim use. However, it may not be the best long-term use as the surrounding area redevelops and this intersection will become more attractive to more active, higher and better uses.
2. *Contribution to, enhancement, or promoting the welfare of the area of request and adjacent properties* – The proposed mini-warehouse will not negatively impact the adjacent properties. It will provide a service to the multifamily uses located to the east of the property.
3. *Not a detriment to the public health, safety, or general welfare* – The proposed mini-warehouse will not be a detriment to the public health, safety, or general welfare.
4. *Conforms in all other respects to all applicable zoning regulations and standards* – The proposed site plan complies with all the zoning regulations and standards.

Zoning History:

There has been one recent zoning change in the area within the last five years:

1. Z123-186 On June 12, 2014, the City Council approved Planned Development District No. 887 to foster the creation of a regional mixed use center, with moderate to high density residential and non-residential uses developed in a pedestrian-, bicycle- and transit-friendly format, supported by an enhanced network of streets and open spaces on property Generally located east of the Dallas North Tollway, south of Southern Boulevard, south of the northern boundary of (Block E) Montfort Place, south of the northern boundary of Woodchase Apartments, south of the northern boundary of Preston View Estates, west of Preston Road, and north of Interstate Highway 635 (LBJ Freeway).

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Noel Road	Collector	74 feet
Southern Boulevard	Local	Variable width

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction has reviewed the request and determined that it will not significantly impact the surrounding roadway system.

Land Use:

	Zoning	Land Use
Site	MU-3(SAH)	Undeveloped
North	GO	Extended stay hotel
East	PD No. 216	Residential
South	PD No. 887	Parking garage, post office
West	MU-3(SAH)	Retail

STAFF ANALYSIS:**Comprehensive Plan:**

The Comprehensive Plan does not make a specific land use recommendation related to the request; however, the *forwardDallas! Vision Illustration*, adopted June 2006, is comprised of a series of Building Blocks that depicts general land use patterns. Building Blocks are generalized patterns without well-defined boundaries that indicate where certain types and densities of development might logically occur.

The request site is identified as being within a Business Center or Corridor Building Block on the *forwardDallas! Vision Illustration*, adopted June 2006. This building block represents major employment or shopping destinations outside of Downtown. Business Centers are usually at major intersections or along highways or major arterials and rely heavily on car access. These areas typically include high-rise office towers and low- to

mid-rise residential buildings for condos or apartments and may include multifamily housing. Land uses are typically separated from one another by parking lots, freeways or arterial roads. Streets in these areas emphasize efficient movement of vehicles. Bold lighting and linear landscaping features such as esplanades and tree-lined boulevards can all work to distinguish and identify these areas. Public spaces may be at key entry points and central locations. Gateway landscaping, monuments and other devices will provide visibility from the freeway and guide visitors to destinations. Public transit may play a role in these areas and help create some pockets of transit oriented development. Business Centers and Corridors provide important concentrations of employment within Dallas that compete with suburban areas.

The proposed development does not comply with the characteristics of a Business Center or Corridor building block; however, the proposed use will provide a service the existing residential development in the area. Staff considers this type of use as a transitional use in the area and recommends no automatic renewals.

Land Use Compatibility:

The ±1.75-acre request site is currently undeveloped and is adjacent to a hotel to the north, and retail strip to the west. Surrounding uses are residential and undeveloped to the east; post office, parking garage and retail to the south; and retail to the west. The applicant submitted elevation plans as part of the SUP requirements and conditions for the development of the mini-warehouse. The applicant will comply with the elevation plans as shown in the attached exhibit. Staff is comfortable with the design standards an elevations proposed by the applicant. Elevations are included as part of the SUP to ensure that the design standards are complied with and compatible with the surrounding development.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be compatible with the adjacent property and consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards.

Parking:

Parking shall be provided in accordance to the Development Code requirements for the use. A mini-warehouse use is required to provide a minimum of six spaces. Such spaces may not be used for outside storage, vehicle storage, or parking for vehicles for rent. The proposed development requires three off-street loading spaces.

Landscaping:

Landscaping must be provided in accordance the proposed landscape plan. The applicant is providing a landscape plan to specify landscaping standards on the property.

CPC ACTION – April 2, 2015

Motion: It was moved to recommend **approval** of a Specific Use Permit for a mini-warehouse use for a ten-year period, subject a site plan, landscape plan, elevations plan and staff's recommended conditions (as briefed) to allow the project to be reviewed in the future in light of the rapid changes in the area on property zoned an MU-3(SAH) Mixed Use Affordable District with deed restrictions on the northwest corner of Southern Boulevard and Noel Road.

Maker: Anantasomboon
Second: Shidid
Result: Carried: 12 to 0

For: 12 - Anglin, Emmons, Shidid, Anantasomboon,
Bagley, Lavallaisaa, Tarpley, Shellene,
Peadon, Murphy, Ridley, Abtahi

Against: 0
Absent: 3 - Rodgers, Culbreath, Schultz
Vacancy: 0

Notices: Area: 300 Mailed: 32

Replies: For: 0 Against: 1

Speakers: None

List of Partners/Principals/Officers

Wrc Galleria, LLC
Southern Galleria Partners, LTD

Officers :

Rod O'Connor – President
Pat O'Connor – Director
Sean O'Connor - Manager
Thomas Kopacsi - Secretary

Cornerstone RPC Storage I, LP

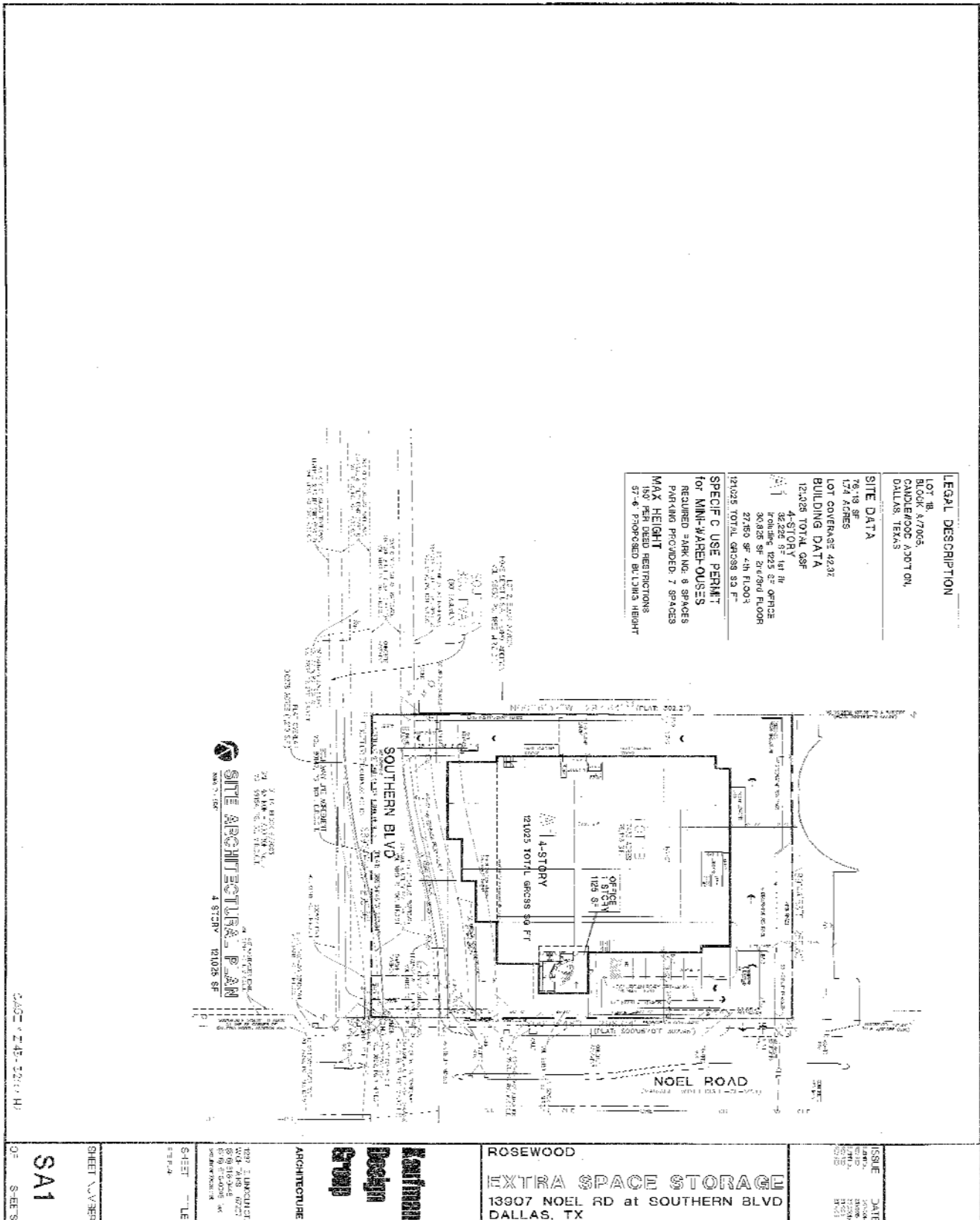
Fred Gans – Chief Executive Officer

**PROPOSED CPC CONDITIONS
Z145-152(OTH)**

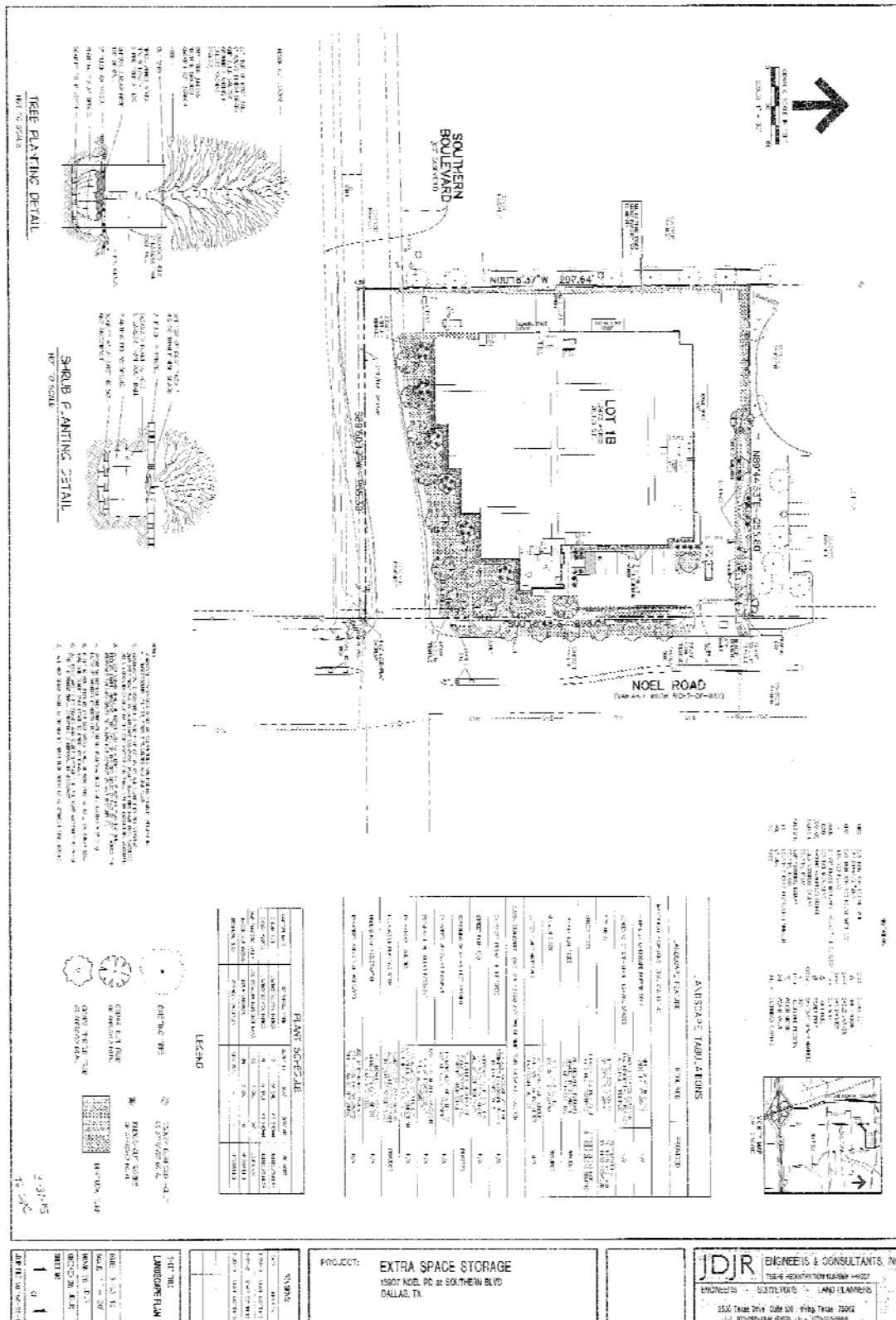
This Specific Use Permit is granted upon the following conditions:

1. USE: The only use authorized by this specific use permit is a mini-warehouse.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. LANDSCAPE PLAN: Use and development of the Property must comply with the attached landscape plan.
4. ELEVATIONS PLAN: Use and development of the Property must comply with the attached elevations plan.
5. TIME LIMIT: This specific use permit expires on (ten year period).
6. FLOOR AREA: The maximum floor area is 121,025 square feet.
7. HOURS OF OPERATION: The mini-warehouse use may only operate between 8:00 a.m. and 7:00 p.m., Monday through Saturday, and between 9:00 a.m. and 5:00 p.m. on Sunday. Customers may not access storage units outside the hours of operation.
8. OUTSIDE STORAGE: Outside storage of vehicles, equipment, and other materials is prohibited.
9. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
10. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

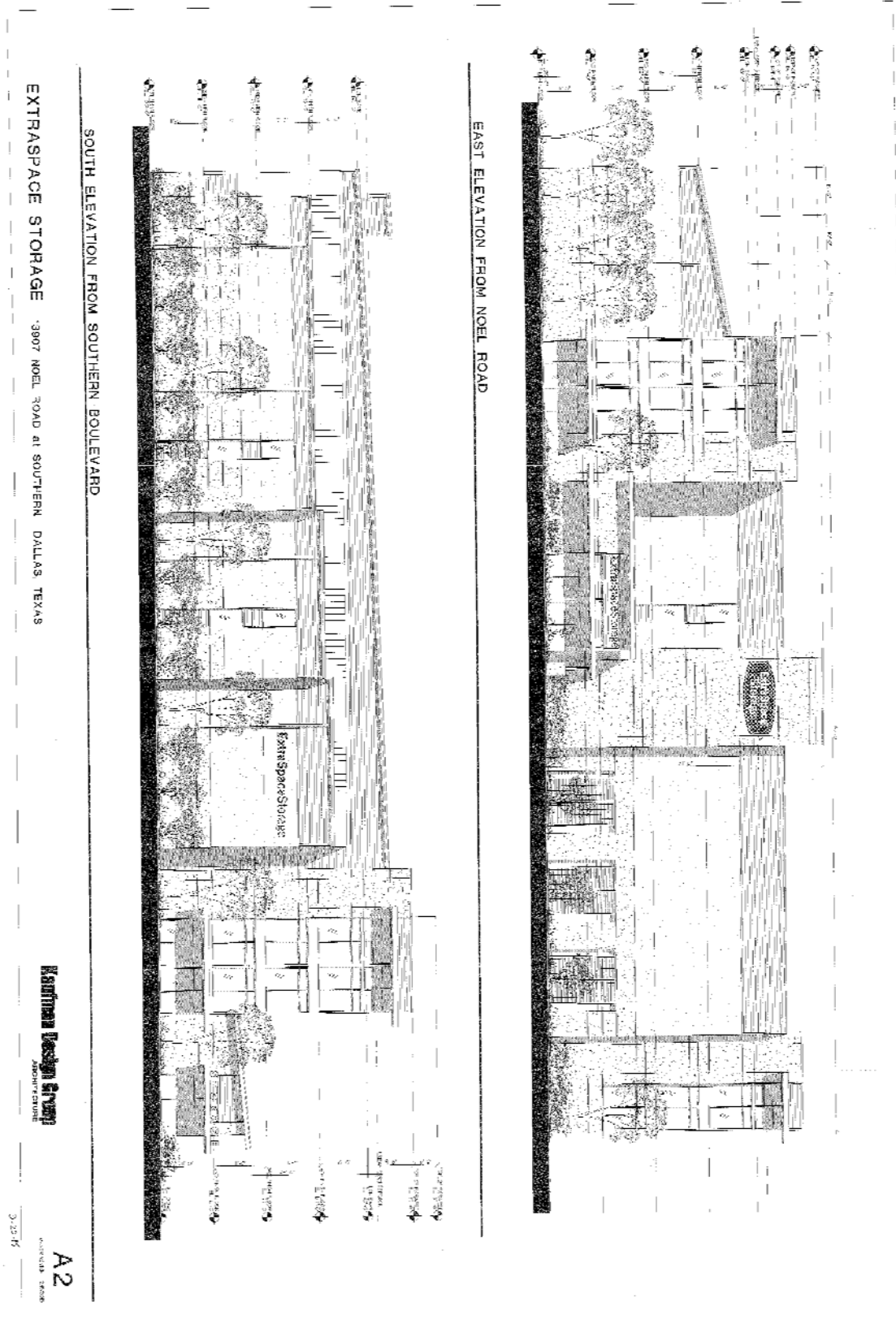
Proposed Site Plan



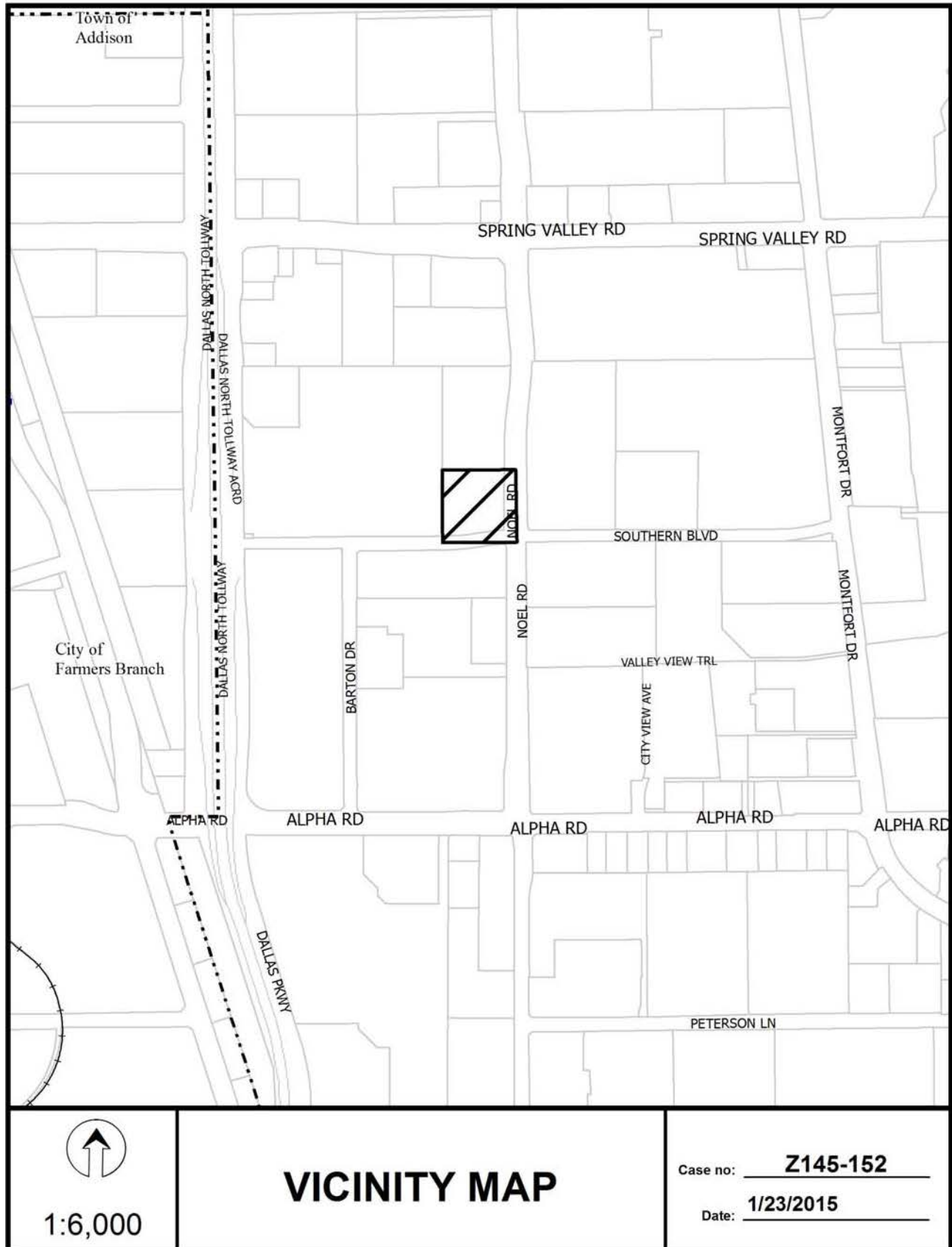
Proposed Landscape Plan

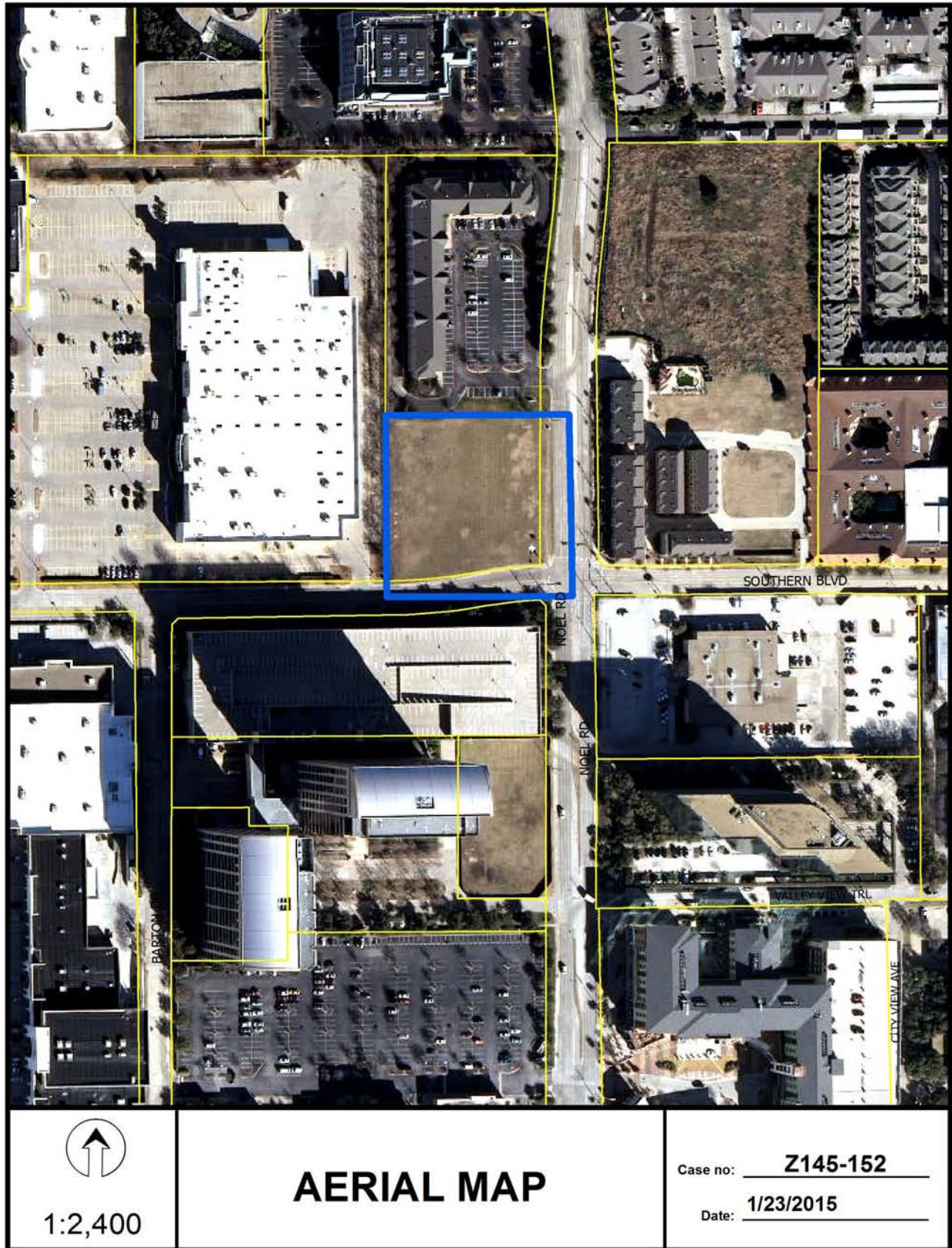


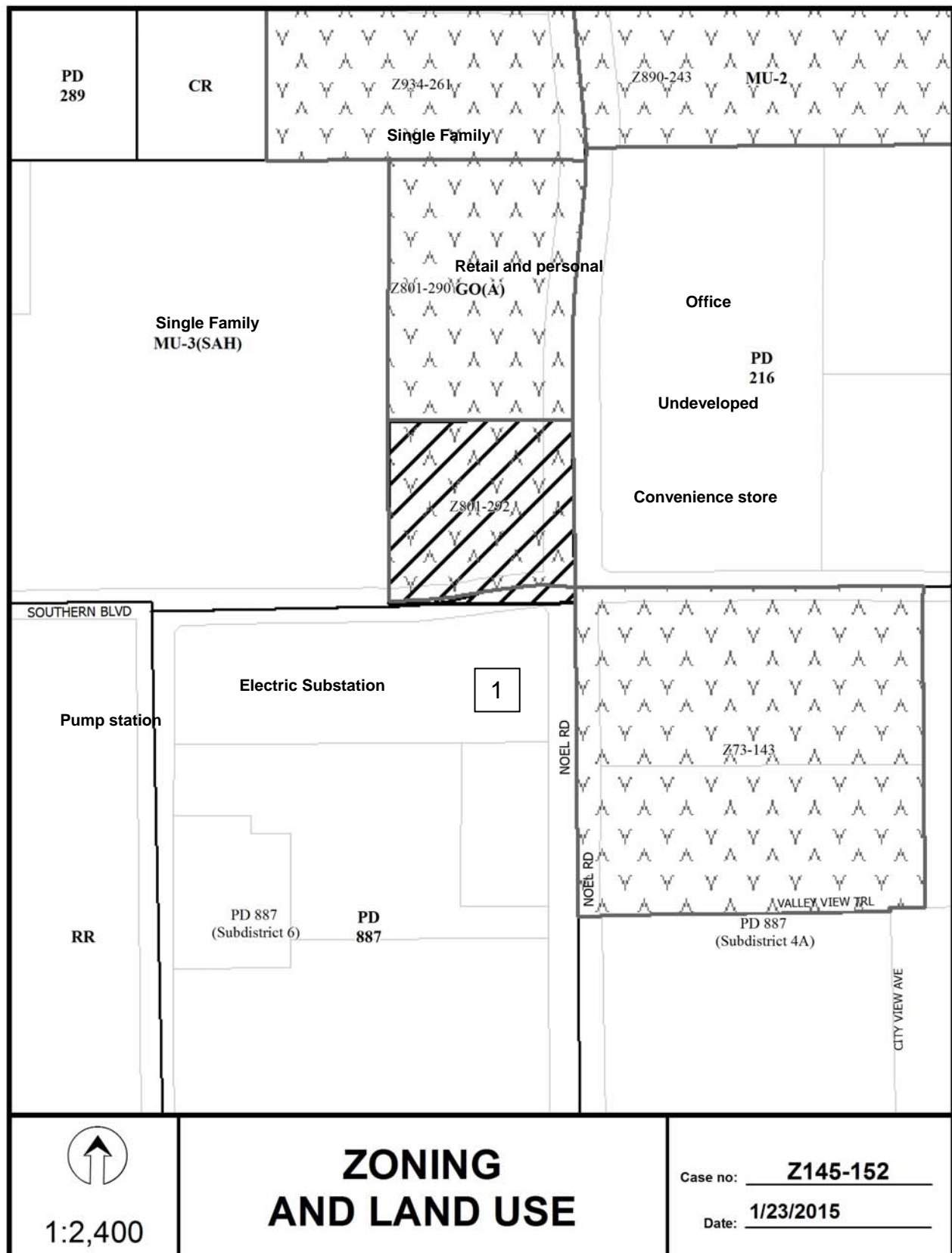
Proposed Elevations Plan



Z145-152 (OTH)







CPC RESPPONSES



04/01/2015

Reply List of Property Owners***Z145-152******32 Property Owners Notified******0 Property Owners in Favor******1 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	13907 NOEL RD	SOUTHERN GALLERIA
	2	13651 NOEL RD	GALLERIA HORIZONTAL ASSET LLC
	3	13939 NOEL RD	HPT CW PROPERTIES TRUST
X	4	13760 NOEL RD	ST NOEL LP
	5	13780 NOEL RD	U S POSTAL SERVICE
	6	13737 NOEL RD	IPERS GALLERIA NORTH TOWER I INC
	7	13741 NOEL RD	FSP GALLERIA NORTH LP ETA &
	8	13741 NOEL RD	GALLERIA HORIZONTAL ASSET LLC
	9	13910 DALLAS PKWY	BED BATH & BEYOND INC
	10	13900 NOEL RD	CORREA HERMINIA
	11	13900 NOEL RD	PHAM CHI & NGUYEN AUTUMN
	12	13900 NOEL RD	MULVILL SEAN & IVANA
	13	13900 NOEL RD	SABETI ARMIN & WENDY
	14	13900 NOEL RD	GUERRA KARINA
	15	13900 NOEL RD	CHONG MYONG S
	16	13900 NOEL RD	MALIK IMAD &
	17	13900 NOEL RD	POND ROBERT S
	18	13900 NOEL RD	BEAUSTON WILLIAM
	19	13900 NOEL RD	HILL CHRISTOPHER M
	20	13900 NOEL RD	FLUCHAIRE SILVIA
	21	13900 NOEL RD	CHEN CHENG CHIEH
	22	13900 NOEL RD	ARCHER ANGELA
	23	13900 NOEL RD	HAGHI BEHZAD & YVETTE
	24	13900 NOEL RD	NGO MAI T
	25	13900 NOEL RD	ROBINSON MARIA C
	26	13900 NOEL RD	FLUCHAIRE SYLVIA

Z145-152 (OTH)

04/01/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	13900	NOEL RD	VILLERE MICHAEL PIERRE
28	13900	NOEL RD	SANDOVAL GREGORY ALAN
29	13900	NOEL RD	WYLIE CINDY L
30	13900	NOEL RD	WINSLOW WARREN A III
31	13900	NOEL RD	SU KORBAN C
32	13900	NOEL RD	COLLI JULIANA M

AGENDA ITEM # 50

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 14

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 36 E

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development District for certain CS Commercial Service District Uses and a Mini-warehouse use and a resolution granting the termination of deed restrictions on property zoned a CS Commercial Service District on the north line of East University Boulevard, east of North Central Expressway

Recommendation of Staff: Denial

Recommendation of CPC: Approval, subject to a development plan and conditions; and approval of the termination of deed restrictions

Z134-319(RB)

FILE NUMBER: Z134-319(RB)

DATE FILED: August 19, 2014

LOCATION: North Line of East University Boulevard, East of North Central Expressway

COUNCIL DISTRICT: 14

MAPSCO: 36E

SIZE OF REQUEST: Approx. 32,190 Sq. Ft. **CENSUS TRACT:** 79.13

APPLICANT: OP Acquisitions, LLC

REPRESENTATIVE: Rob Baldwin

OWNERS: East Campus Holdings, LP; City of Dallas

REQUEST: An application for a Planned Development District for certain CS Commercial Service District Uses and a Mini-warehouse use and the termination of deed restrictions on property zoned a CS Commercial Service District.

SUMMARY: The applicant proposes to redevelop the property with a mini-warehouse use. The site consists of a commercial structure and surface parking area within the site's eastern half. All improvements will be removed, providing for a six story mini-warehouse use encompassing approximately 129,000 square feet of floor area. Additionally, the applicant will be terminating the existing deed restrictions that limit permitted uses (see attached deed restriction). A PDD is being requested to: 1) increase in floor area; 2) increase in structure height; 3) increase in number of stories; and 4) enhanced attached signage. While not specifically requested, staff is of the opinion a PDD also will consider a reduction in 'adequate' off-street parking.

CPC RECOMMENDATION: Approval, subject to a development plan and conditions, and approval of the termination of deed restrictions.

STAFF RECOMMENDATION: Denial

DESIGNATED ZONING CASE

Guiding Criteria for Recommendation:

Staff recommends denial of the request, based upon:

1. *Performance impacts upon surrounding property* – While the proposed development standards are compatible with the built environment, the intensity of the proposed use, and a lack of adequate off-street parking, could impact adjacent development.
2. *Traffic impact* – No increase in trip generations is expected, which currently are consistent with those generated by the surrounding nonresidential development.
3. *Comprehensive Plan or Area Plan Conformance* – The request is in compliance with the designated Building Block for the area, however staff envisions transit-oriented development for this area and would expect a residential component as part of any rezoning request.
4. *Justification for a Planned Development District as opposed to straight zoning* – As the applicant wishes to establish development rights over that currently permitted, a PDD was presented for consideration.

Zoning History: There has been no recent zoning activity in the immediate area relevant to the request within the past five years.

Thoroughfare

University Boulevard

Existing & Proposed ROW

Collector; 60' & 60' ROW

Traffic: The Engineering Section of the Building Inspection Division of the Department of Sustainable Development and Construction has reviewed the requested development vision in conjunction with the required Traffic Impact Analysis and determined that the proposed development will not significantly impact the street system.

STAFF ANALYSIS:

Comprehensive Plan: The Urban Mixed-Use Building Block incorporates a vibrant mix of residential and employment uses at a lower density than the Downtown Building Block. These areas are typically near Downtown, along the Trinity River or near major transit centers. Examples include Uptown, the City Place/West Village area, Stemmons Design District, Cedars and Deep Ellum. Urban Mixed-Use Building Blocks provide residents with a vibrant blend of opportunities to live, work, shop and play within a closely defined area. Buildings range from high-rise residential or mid-rise commercial towers to townhomes and small corner shops. Good access to transit is a critical

element. Similar to Downtown, the Urban Mixed-Use Building Blocks offer employment and housing options and are important economic growth areas for businesses. People on foot or bike can enjoy interesting storefronts at ground level with benches, public art, on-street parking and wide sidewalks, creating an appealing streetscape. Large parking areas and other auto-oriented land uses are typically located at the edges.

GOAL 1.2 Promote desired development.

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

Land Use Compatibility:

The predominant development pattern in the immediate area consists of nonresidential uses, heavily influenced by office structures and structured parking to serve their requirements, with retail uses concentrated to the west/northwest, and eastward (approximately 530 feet) along the Greenville Avenue alignment. An outside industrial use (University Park) is situated along the south line of University Boulevard. The DART right-of-way (Red Line) abuts the site's western property line, with various office and retail uses fronting parcels between the DART right-of-way and the northbound service road of North Central Expressway (travel lanes are depressed through this section), both north and south of University Boulevard. With respect to DART's presence in the immediate area, both the Lovers Lane Station as well as the Mockingbird Station (Park and Ride) serve this area; approximately 880 and 2,900 feet, respectively.

As the current zoning permits the mini-warehouse use by right, the applicant's intent is to utilize this CS District zoning as a base for certain permitted uses (i.e., prohibiting some uses allowed either by right or by SUP) along with the intended mini-warehouse development while requesting an increase in development rights (see table, below). While the use is not of concern to staff, it was strongly encouraged to come back with a mixed use incorporating a component of multifamily dwellings. As the site abuts office and structured parking to the north and east, it would be envisioned the units would be oriented towards unobstructed views west/northwest/south. As the site is constrained by its platted lot, off-street parking could be a concern; however, the site's proximity to mass transit would allow for consideration of reduced parking requirements for residential as part of a mixed use project. With respect to structural design, it would be anticipated at grade podium parking would be incorporated into the building's design.

As submitted, the applicant is proposing the minimum amount of parking for the use when compared to existing use categories with similar floor area (office, retail; see Off-street parking section, below). As such, the proposed redevelopment is not 'taxing' when considering land area required for parking and maneuvering. As the site is

somewhat restricted in size, the majority of redevelopment options per the attached list of permitted uses would tend to be one-story, again being somewhat impacted by off-street parking requirements.

In summary of this analysis, staff cannot support the applicant's request. It should be stated that lack of support is not related to the requested increase in development rights, but lack of a development that is more of a transit oriented development, with or without a mini-warehouse component.

In consideration of the applicant's request, staff would recommend the City Council consider the following in regard to a mini-warehouse use (in addition to a residential component as provided above):

- 1) in addition to required parking for the floor area devoted to rental units, require an additional off-street parking space for a caretaker's quarters (whether anticipated now or in the future);*
- 2) consider an increase in required parking to adequately serve the proposed development;*
- 3) prohibit rental of trailers, and associated equipment;*
- 4) prohibit outside storage;*
- 5) prohibit sales of packing/moving materials; and,*
- 6) require all units to be accessed from an internal corridor (protects against a change of design in the future)*

With respect to the part of the request to terminate existing deed restrictions, staff has no objections to this. As the applicant has established specific uses, those overlapping uses (in comparison to those restricted in the existing deed restrictions) are not being requested, thus staff supports the termination of deed restrictions.

Landscaping: The applicant will be complying with landscape requirements as outlined in Article X (street trees, site trees, two design standards) during the building permit process.

Off-Street Parking: As noted above, any redevelopment of the site will largely be impacted by an ability to provide parking on site. For purposes of this section, consideration of special parking (remote, shared) is not being considered.

By definition, the mini-warehouse use permits a maximum of 500 square feet of floor area per rental unit; required off-street parking is a minimum of six spaces, what is being proposed. Based on the applicant's development plan, 258 rental units could be available (applicant has not established a maximum number of rental units). As noted above, staff is concerned as to adequate parking being provided.

By comparison, a 129,000 square foot office would require 387 parking spaces; an 8,000 square foot restaurant would require 80 spaces; or, an 8,000 square foot furniture store would require 16 spaces.

The majority of mini-warehouse projects are developed in a horizontal pattern; i.e., one and two story structures across a parcel, with parking spaces interspersed throughout the development and located in close proximity to the rental units.

As a truly vertical product, one such does exist and was approved (also as a PDD) and may provide the City Council with a comparison in assessing this request. This particular development provides for 79,740 square feet of floor area within a four story structure, providing parking at one space for each 4,200 square feet of floor area.

Signage: The applicant is governed by sign provisions for a business zoning district. With respect to attached signage, the applicant is requesting an effective area of 25 percent for both the western and southern façade.

PROVISION	CS (existing)	PROPOSED PDD
F/S/R SETBACKS	15'/0'/0'	NO REVISION
DENSITY	N/A	N/A
HEIGHT	45 FEET	80 FEET
STORIES	THREE	SIX
FLOOR AREA	24,176 SF (RESTRICTED OFFICE/LODGING/ RETAIL TO 16,117 SF)	129,000 SF
LOT COVERAGE	80%	N/A
OFF-STREET PARKING	PER USE-DALLAS DEVELOPMENT CODE	CPC RECOMMENDED 12 SPACES
LANDSCAPE	ARTICLE X	N/A
SIGNS	BUSINESS ZONING DISTRICT	ATTACHED SIGNS-≤25% OF AREA OF WEST AND SOUTHERN, EACH

CPC ACTION – May 7, 2015

Motion: It was moved to recommend **approval** of a Planned Development District for certain CS Commercial Service District Uses and a Mini-warehouse use, subject to a development plan and conditions with the following modifications: 1) Section 51P-__109, Increase parking spaces to 12, and 2) Section 51P-__113, Strike (b)(3) “Sales of packing and moving materials is prohibited”, and **approval** of the termination of deed restrictions on property zoned a CS Commercial Service District on the north line of East University Boulevard, east of North Central Expressway.

Maker: Ridley
Second: Murphy
Result: Carried: 13 to 1

For: 13 - Emmons, Rodgers, Culbreath, Shidid,
Anantasomboon, Bagley, Lavallaisaa, Tarpley,
Shellene, Peadon, Murphy, Ridley, Abtahi

Against: 1 - Schultz
Absent: 1 - Anglin
Vacancy: 0

Notices: Area: 500 Mailed: 28
Replies: For: 1 Against: 2

Speakers: For: Rob Baldwin, 3904 Elm St., Dallas, TX, 75226
Matthew Vrnngink, 5422 Monticello Ave., Dallas, TX, 75206
Against: None

LIST OF OFFICERS

Applicant:

OP Acquisitions, LLC

Clay Likover, officer

Owner:

East Campus Holdings, LP

Seth Bame, officer

CPC RECOMMENDED CONDITIONS

“ARTICLE ____.

PD ____.

SEC. 51P-____.101. LEGISLATIVE HISTORY.

PD ____ was established by Ordinance No._____, passed by the Dallas City Council on _____.

SEC. 51P- ____ .102. PROPERTY LOCATION AND SIZE.

PD _____ is established on property located on the north line of University Boulevard, east of North Central Expressway. The size of PD _____ is approximately 0.74 acres.

SEC. 51P- ____ .103. DEFINITIONS AND INTERPRETATIONS.

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

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

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

SEC. 51P- ____ .104. EXHIBITS.

The following exhibit is incorporated into this article: Exhibit ____A: development plan.

SEC. 51P- ____ .105. DEVELOPMENT PLAN.

Development and use of the Property must comply with the development plan (Exhibit ____). If there is a conflict between the text of this article and the development plan, the text of this article controls.

SEC. 51P- ____ .106. MAIN USES PERMITTED.

The following uses are the only main uses permitted:

- (1) Agricultural uses.

-- Crop production.

(2) Commercial and business service uses.

-- Building repair and maintenance shop.
-- Catering service.
-- Custom business services.
-- Electronics service center.
-- Medical or scientific laboratory. [SUP]
-- Tool or equipment rental.

(3) Industrial uses.

-- Gas drilling and production. [SUP]
-- Industrial (inside) for light manufacturing, limited to a bakery.
-- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(4) Institutional and community service uses.

-- Adult day care facility.
-- Cemetery or mausoleum. [SUP]
-- Child-care facility.
-- Church.
-- College, university, or seminary.
-- Community service center. [SUP]
-- Convent or monastery.
-- Hospital. [SUP]
-- Public school.
-- Open enrollment charter school. [SUP]
-- Private school. [SUP]

(5) Lodging uses.

-- Hotel or motel. *[See Section 51A-4.205(1)(B).]*
-- Lodging or boarding house. [SUP]
-- Overnight general purpose shelter.

(6) Miscellaneous uses.

-- Attached non-premise sign. [SUP]
-- Carnival or circus (temporary). *[By special authorization of the building official.]*
-- Temporary construction or sales office.

(7) Office uses.

- Alternative financial establishment. [SUP]
- Financial institution without drive-in window.
- Financial institution with drive-in window.
- Medical clinic or ambulatory surgical center.
- Office.

(8) Recreation uses.

- Country club with private membership.
- Private recreation center, club, or area.
- Public park, playground, or golf course.

(9) Residential uses.

- College dormitory, fraternity, or sorority house.

(10) Retail and personal service uses.

- 4.210(b)(4).]
- Alcoholic beverage establishments. [See Section 51A-
 - Ambulance service.
 - Animal shelter or clinic without outside runs.
 - Auto service center.
 - Business school.
 - Car wash.
 - Commercial amusement (inside). [SUP may be required.]
 - Commercial amusement (outside). [SUP]
 - Commercial parking lot or garage.
 - Convenience store with drive-through. [SUP]
 - Dry cleaning or laundry store.
 - Furniture store.
 - General merchandise or food store 3,500 square feet or less.
 - General merchandise or food store greater than 3,500 square feet.
 - General merchandise or food store 100,000 square feet or more. [SUP]
 - Home improvement center, lumber, brick, or building materials sales yard.
 - Household equipment and appliance repair.
 - Liquor store.
 - Mortuary, funeral home, or commercial wedding chapel.
 - Motor vehicle fueling station.
 - Nursery, garden shop, or plant sales.
 - Pawn shop.
 - Personal service uses.
 - Restaurant without drive-in or drive-through service.
 - Restaurant with drive-in or drive-through service.

- Swap or buy shop. [SUP]
- Temporary retail use.
- Theater.

(11) Transportation uses.

- Transit passenger shelter.
- Transit passenger station or transfer center.

(12) Utility and public service uses.

- Commercial radio or television transmitting station.
- Electrical substation.
- Local utilities.
- Police or fire station.
- Post office.
- Radio, television, or microwave tower.
- Tower/antenna for cellular communication.
- Utility or government installation other than listed.

(13) Wholesale, distribution, and storage uses.

- Mini-warehouse.
- Office showroom/warehouse.
- Recycling buy-back center. *[SUP or RAR may be required. See Section 51A-4.213(11).]*
- Recycling collection center. *[SUP or RAR may be required. See Section 51A-4.213(11.1).]*
- Recycling drop-off container. *[SUP required if the requirements of Section 51A-4.213(11.2)(E) are not satisfied.]*
- Recycling drop-off for special occasion collection. *[SUP required if the requirements of Section 51A-4.213(11.3)(E) are not satisfied.]*

SEC. 51P-____.107.

ACCESSORY USES.

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

SEC. 51P-____.108.

YARD, LOT, AND SPACE REGULATIONS.

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

(a) Except as provided in this section, the yard, lot, and space regulations for the CS Commercial Service District apply.

(b) Height. Maximum structure height is 80 feet.

(c) Stories. Maximum number of stories above grade is six.

(d) Floor area. Maximum floor area is 128,938 square feet.

SEC. 51P- _____.109. OFF-STREET PARKING AND LOADING.

(a) Except as provided in this section, consult the use regulations in Division 51A-4.200 for the specific off-street parking and loading requirements for each use.

(b) Mini-warehouse. A minimum of 12 off-street parking spaces must be provided.

SEC. 51P- _____.110. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. 51P- _____.111. LANDSCAPING.

(a) Landscaping must be provided in accordance with Article X.

(b) Plant materials must be maintained in a healthy, growing condition.

SEC. 51P- _____.112. SIGNS.

(a) Except as provided in this section, signs must comply with the provisions for business zoning districts in Article VII.

(b) Attached signs.

(1) The maximum effective area for the west façade is 25 percent of this façade area.

(2) The maximum effective area for the south façade is 25 percent of this façade area.

SEC. 51P- _____.113. ADDITIONAL PROVISIONS.

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

(b) For a mini-warehouse:

- (1) Rental of trailers and associated equipment is prohibited.
- (2) Outside storage is prohibited.
- (3) All storage units must be accessed from an internal corridor.

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

SEC. 51P-____.114.

COMPLIANCE WITH CONDITIONS.

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

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

941995

DEED RESTRICTIONS *WJS*

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

I.

The undersigned, **DEMAC CORP., a Texas corporation** (the "Owner"), is the owner of the property located in the City of Dallas, Dallas County, Texas described in Exhibit A attached hereto and made a part hereof (the "Property"), such Property being more commonly known as 5531 East University Boulevard, Dallas, Texas and being the same property conveyed to Owner by Warranty Deed dated April 10, 1980 from Mary Alice Dealey and recorded in Volume 80113, Page 1871 of the Deed Records of Dallas County, Texas. *WJS*

II.

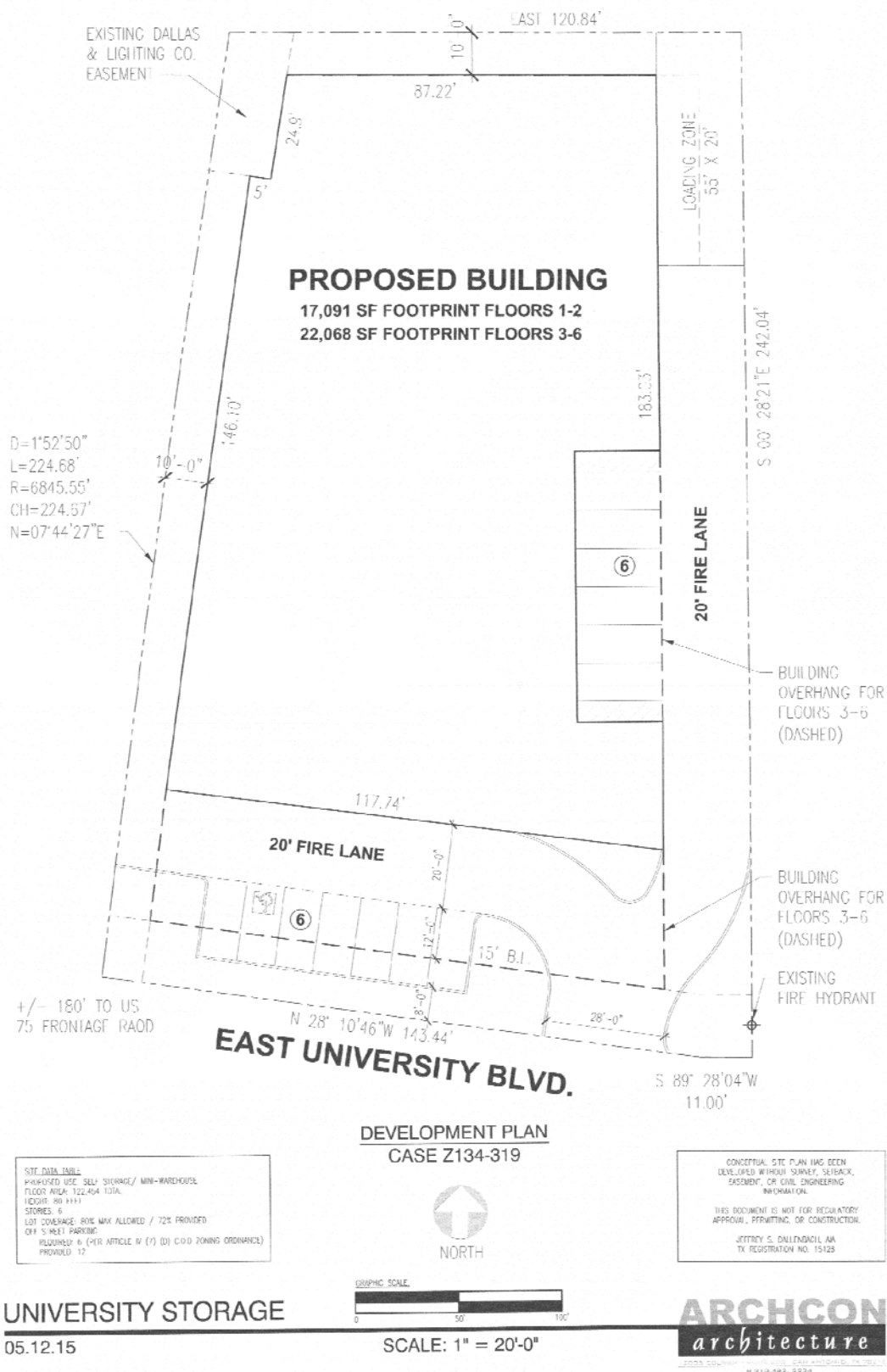
The Owner does hereby impress all of the Property with the following deed restriction (the "Restriction"), to wit:

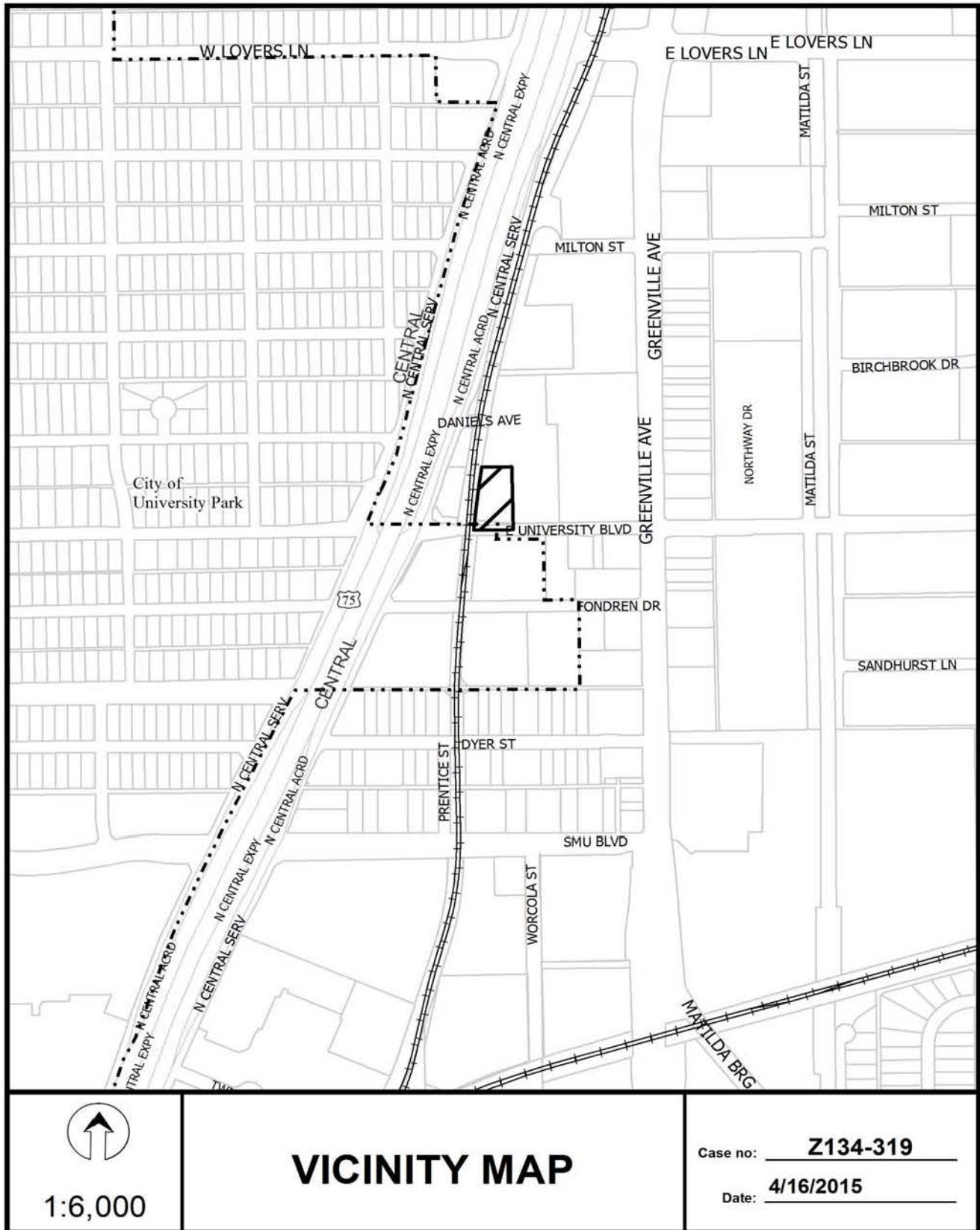
The following shall be the only uses permitted on the Property:

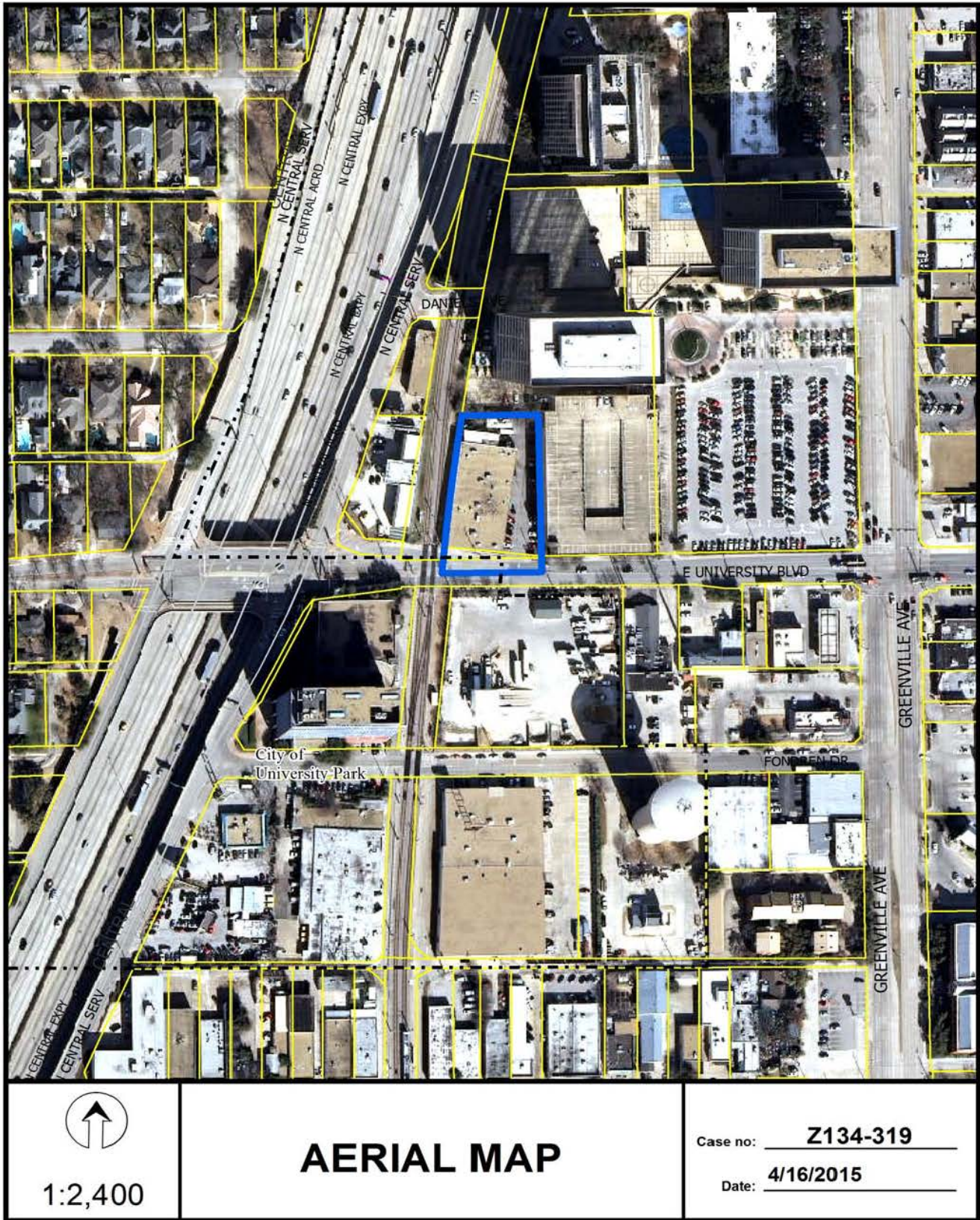
- 1) Industrial (Inside) for Light Manufacturing Uses limited to the operation of a Commercial Bakery and uses customarily incidental to a Commercial Bakery. For purposes hereof, a "Commercial Bakery" is defined as an industrial facility where the baking and processing of baked goods takes place wholly within an enclosed building.
- 2) Office Showroom/Warehouse Uses.
- 3) Those uses permitted in the CR Community Retail District.

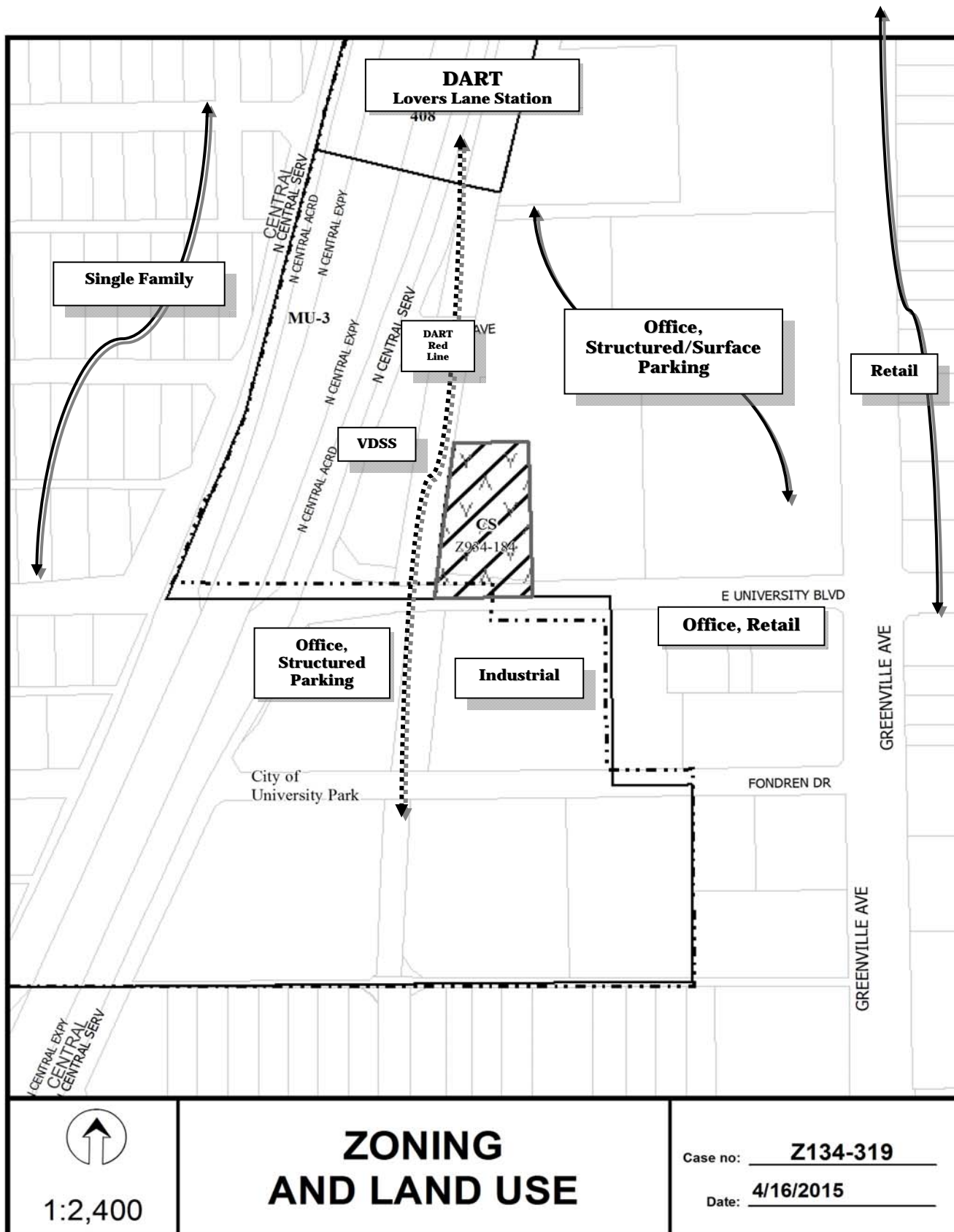
III.

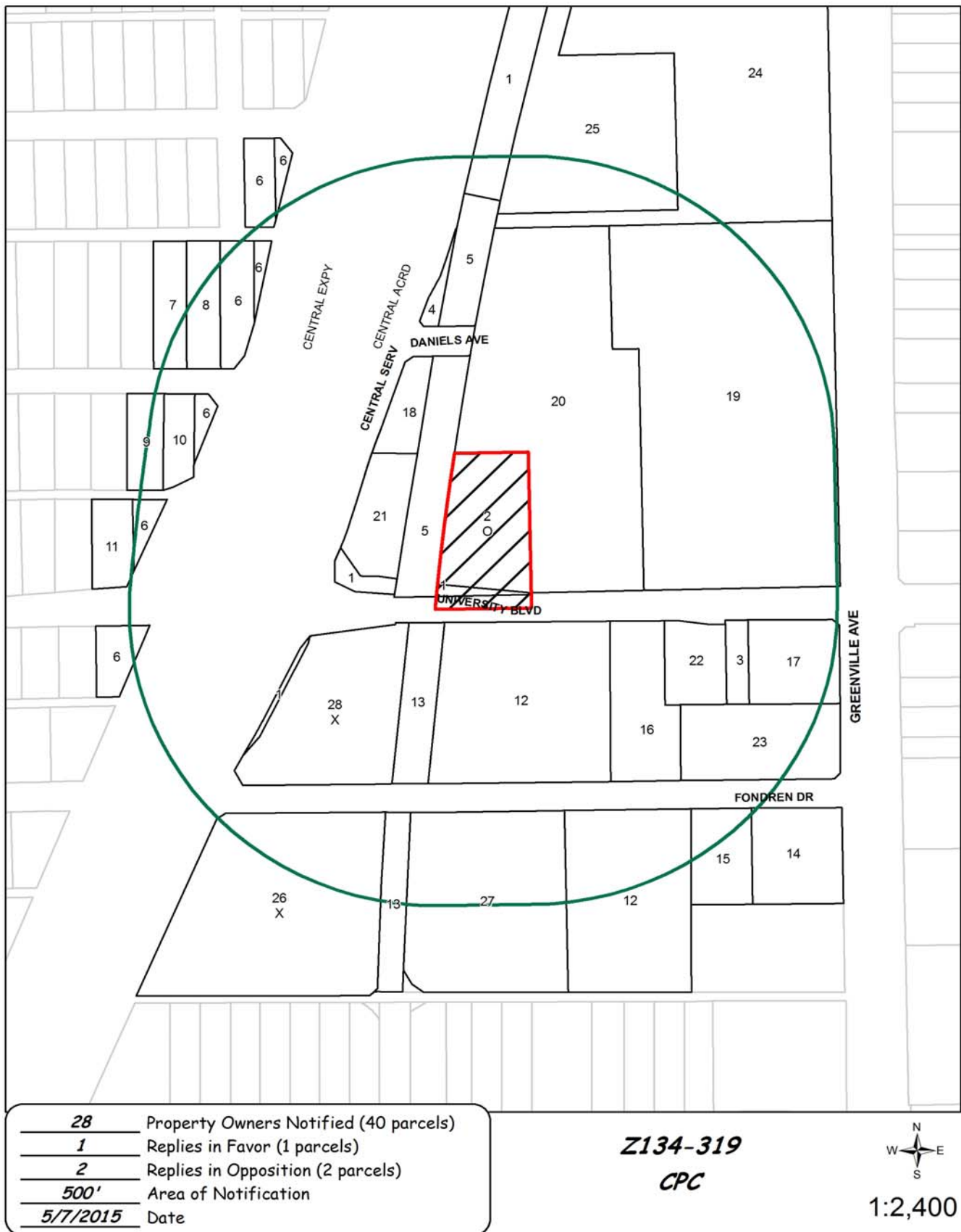
The Restriction shall continue in full force and effect for a period of twenty (20) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this document.









CPC RESPONSES

05/06/2015

Reply List of Property Owners***Z134-319******28 Property Owners Notified******1 Property Owners in Favor******2 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	5603 MILTON ST	DALLAS AREA RAPID TRANSIT
O	2	5531 UNIVERSITY BLVD	EAST CAMPUS HOLDINGS LP
	3	5626 UNIVERSITY BLVD	CAMPBELL RANDY &
	4	6600 CENTRAL EXPY	UNIVERSITY SIGN PARTNERSHIP
	5	555 2ND AVE	DART
	6	2801 UNIVERSITY BLVD	UNIVERSITY PARK CITY OF
	7	2708 DANIEL AVE	FARR MARGARET JEAN
	8	2706 DANIEL AVE	DUNSTON JAYSON & HEATHER
	9	2709 DANIEL AVE	KAPLAN CHERYL H & ARTHUR
	10	2705 DANIEL AVE	UNIVERSITY PARK CITY OF
	11	2804 UNIVERSITY BLVD	CAHILL JOHN E
	12	2525 UNIVERSITY BLVD	UNIVERSITY PARK CITY OF
	13	2600 FONDREN DR	DALLAS AREA RAPID TRANSIT
	14	4645 GREENVILLE AVE	SAYAH INVESTMENTS LP
	15	5620 FONDREN DR	DDW PROPERTIES LLC
	16	5614 UNIVERSITY BLVD	FIFTY SIX FOURTEEN
	17	4747 GREENVILLE AVE	ZAKI FAMILY PARTNERSHIP LP THE
	18	6530 CENTRAL EXPY	ROPPOLO THOMAS J ET AL
	19	4925 GREENVILLE AVE	LOCH ENERGY SQUARE LP
	20	4849 GREENVILLE AVE	LOCH ENERGY SQUARE LP
	21	5515 UNIVERSITY BLVD	SAAD BASEL R
	22	5622 UNIVERSITY BLVD	HOPPER JAMES T & KATHLEEN
	23	4703 GREENVILLE AVE	EDWARD T FARRIS CO LTD
	24	5646 MILTON ST	MEADOWS BUILDING LLC
	25	6688 CENTRAL EXPY	LOCH ENERGY SQUARE LP
X	26	6400 CENTRAL EXPY	MUSTANG MOCKINGBIRD PROPERTIES

Z134-319(RB)

05/06/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	2651 FONDREN DR	JARRELL CREDIT EQUIVALENT
X	28	6440 CENTRAL EXPY	TURLEY WINDLE & SHIRLEY A

AGENDA ITEM # 51

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 6

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 43 Q

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an IM Industrial Manufacturing District and a resolution accepting deed restrictions volunteered by the applicant on property zoned an IR Industrial Research District on the north side of West Commerce Street, east of North Westmoreland Road

Recommendation of Staff: Denial

Recommendation of CPC: Approval with deed restrictions volunteered by the applicant Z145-115(OTH)

FILE NUMBER: Z145-115(OTH)

DATE FILED: October 31, 2014

LOCATION: North side of West Commerce Street, east of North Westmoreland Road

COUNCIL DISTRICT: 6

MAPSCO: 43Q

SIZE OF REQUEST: Approx. 9.775 acres

CENSUS TRACT: 205.00

OWNER/APPLICANT: Argos USA Corporation

REPRESENTATIVE: Rob Baldwin

REQUEST: An application for an IM Industrial Manufacturing District with deed restrictions volunteered by the applicant on property zoned an IR Industrial Research District.

SUMMARY: The applicant proposes to utilize the property for a batching plant and is volunteering deed restrictions to prohibit certain uses permitted in the IM District. The use is allowed in the existing zoning district with a Specific Use Permit. There is a concrete batch plant that adjoins the property to the east, which is permitted by Specific Use Permit No. 1624. It was approved on May 24, 2006 and has had two renewals (2011 and 2014) since its inception. The applicant indicates they do not want to submit a Specific Use Permit due to the cost of relocating to this site.

CPC RECOMMENDATION: Approval with deed restrictions volunteered by the applicant.

STAFF RECOMMENDATION: Denial

DESIGNATED ZONING CASE

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The property adjoins a concrete batch plant and United Pacific railroad and is in the vicinity of warehouse uses. The volunteered deed restrictions prohibit certain IM zoning to make the zoning more compatible with IR zoning. However, the property is already zoned IR. The SUP requirement for certain land uses in particular zoning districts affords the city and surrounding neighbors an opportunity to periodically evaluate whether or not the use is continuing to be compatible with the surrounding area. Furthermore, conditions can establish performance standards such as operating hours, screening and landscaping, site layout, ground and dust control, traffic circulation, and the location of outdoor storage.
2. *Traffic impact* – Specific use permits for certain uses in IR zoning, such as concrete batch plants, typically require conditions on the site to lessen the amount of mud and dirt on the roadways. These conditions may also include road repair conditions for certain roadways that could be most impacted due to the proposed circulation routes. IM zoning would not allow this additional oversight.
3. *Comprehensive Plan or Area Plan Conformance* – The current IR zoning is consistent with the Industrial Areas Building Block. However, IM zoning on this one lot is not consistent with the surrounding area south of the railroad. Because this site falls within the Industrial Areas Building Block and the applicant is relocating, staff believes that an SUP for a longer time period than the typical five years with automatic renewals is appropriate.
4. If the City Plan Commission recommends approval of this request, the deed restrictions volunteered by the applicant will need to be amended to a format acceptable by the City Attorney's Office, which includes but is not limited to stating the types of industrial outside uses permitted.

Zoning History: The only zoning application in the vicinity in the past five years is SUP 1624 described in the summary.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
West Commerce Street	Collector	60 feet

Surrounding Land Uses:

	Zoning	Land Use
Site	IR	Vacant
North	IR, PD No. 718	railroad, industrial, residential and undeveloped
South	MF-2(A)	warehouse and distribution uses and undeveloped
West	CR & MF-2(A)	warehouse and distribution uses and SUP No. 98 for mining uses
East	CR & PD No. 763	industrial outside with an SUP 1624 for a concrete batch plant

STAFF ANALYSIS:**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan identifies the request site as being in the Industrial Building Block. Industrial Areas, which offer important employment opportunities, occupy large areas of land and usually are near major roads and heavy rail lines. Evolving technology and the need for freight movement through Dallas to the rest of the country and internationally means this sector can offer good opportunities for jobs. Logistics and warehousing, a growing industry with strong potential for upward mobility of skilled workers, would thrive in such areas. Examples include Southport and the Agile Port, parts of West Dallas along I-30, and the Stemmons industrial area. These areas include a mix of low- and medium-density industrial buildings and industrial yards and have large surface parking for cars and trucks. Industrial Areas rely on quality road access and may be linked to rail for freight purposes. Street lanes are wide and intersections are large. Transit, sidewalks and other pedestrian improvements are limited.

Land Use Compatibility:

The 9.775 acres of land are currently undeveloped. The property is surrounded by the railroad, industrial, institutional, residential and undeveloped to the north; industrial outside with an SUP 1624 for a concrete batch plant to the east; warehouse and distribution uses to the south; warehouse and distribution uses and SUP No. 98 for mining uses to the west.

Development Standards:

DISTRICT	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
Existing							
IR Industrial research	15'	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	200' 15 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail
Proposed IM with Deed Restrictions							
IM Industrial manufacturing	15' 0' on minor	30' adjacent to residential OTHER: No Min.	2.0 FAR overall 0.75 office/ retail 0.5 retail	110' 8 stories	80%	Proximity Slope Visual Intrusion	All those in IR District plus Industrial (outside) not potentially incompatible

Parking:

Pursuant to the Dallas Development Code, off-street parking and loading must be provided in accordance with Division 51A-4.200.

Landscaping:

Landscaping of the property must be provided in accordance with Article X of the Dallas Development Code.

CPC ACTION – April 16, 2015

Motion: It was moved to recommend **approval** of an IM Industrial Manufacturing District with deed restrictions volunteered by the applicant on property zoned an IR Industrial Research District on the north side of West Commerce Street, east of North Westmoreland Road.

Maker: Anantasomboon

Second: Emmons

Result: Carried: 12 to 0

For: 12 - Anglin, Emmons, Rodgers, Shidid,
Anantasomboon, Bagley, Lavallaisaa, Tarpley,
Schultz, Murphy, Ridley, Abtahi

Against: 0

Absent: 3 - Culbreath, Shellene, Peadon

Vacancy: 0

Notices: Area: 400 Mailed: 28

Replies: For: 0 Against: 4

Speakers: For: Rob Baldwin, 3904 Elm St., Dallas, TX, 75226
Against: None

PROPOSED VOLUNTEERED DEED RESTRICTIONS

DEED RESTRICTIONS

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

I.

The undersigned, _____ ("the Owner"), is the owner of the following described property ("the Property"), being a tract of land described in Exhibit A, City of Dallas ("City"), Dallas County, Texas, and being that same tract of land conveyed to the Owner by ___last owner's name___, by deed dated ___ date___, and recorded in Instrument Number ____, in the Deed Records of Dallas County, Texas.

II.

The Owner does hereby impress all of the Property with the following deed restrictions ("restrictions"), to wit:

The following uses are the only main uses permitted:

- (1) Industrial (outside) not potentially incompatible.
- (2) Those uses permitted in the IR Industrial Research District.

III.

These restrictions shall continue in full force and effect for a period of 20 years from the date of execution, and shall automatically be extended for additional periods of 10 years unless amended or terminated in the manner specified in this document.

IV.

These restrictions may be amended or terminated as to any portion of the Property, upon application to the City of Dallas by the current owner of that portion of the Property, without the concurrence of the owners of the remaining portion of the Property. These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council

approves an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.

V.

These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

VI.

The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the City shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees that the City may withhold any certificate of occupancy or final inspection necessary for the lawful use of the Property until these restrictions are complied with. The right of the City to enforce these restrictions shall not be waived, expressly or otherwise.

VII.

The Owner agrees to defend, indemnify, and hold harmless the City from and against all claims or liabilities arising out of or in connection with the provisions of this document.

VIII.

The provisions of this document are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Owner who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document.

IX.

Unless stated otherwise in this document, the definitions and provisions of Chapter 51A of the Dallas City Code, as amended, apply and are incorporated into this document as if recited in this document.

X.

The Owner understands and agrees that this document shall be governed by the laws of the State of Texas.

XI.

The Owner certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property if there are no signatures of mortgagees or lienholders subscribed below.

XII.

The invalidation of any provision in this document by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the _____ day of _____, 2015.

By: _____
_____ **OWNER** _____
____Name of officer____, ____Title____

APPROVED AS TO FORM:
WARREN M.S. ERNST, City Attorney

By: _____
Assistant City Attorney

List of Partners

OWNERS

2900 W. Commerce and 2710 Westmoreland

West Main Holdings, LLC
West Dallas Investments, L.P.
PSL Management, LLC
Philip J. Romano, member
Larry McGregor, member
J. Stuart Fitts, member

2800 W. Commerce and former BNSF tract

Dallas, Garland, and Northeastern Railroad, Inc.

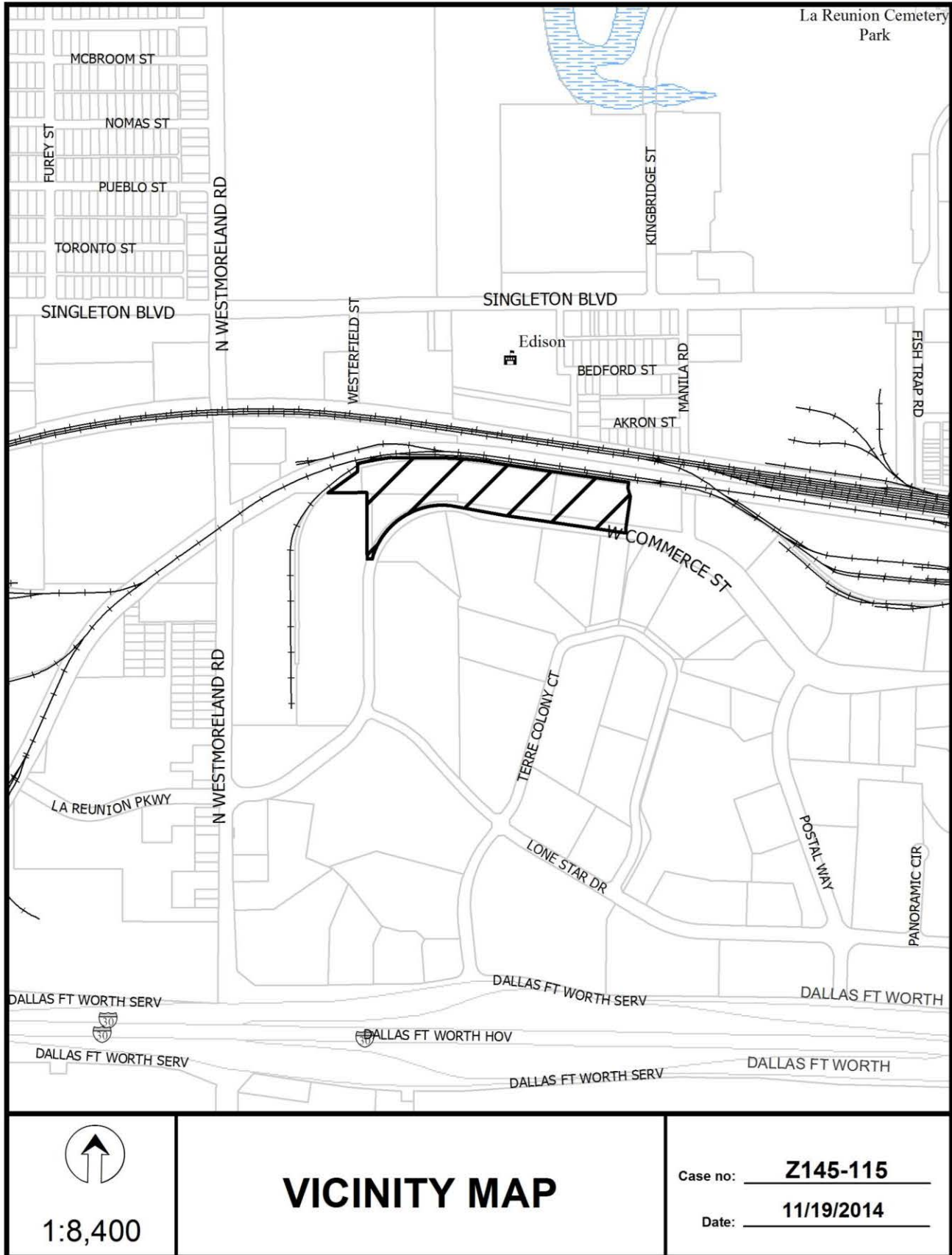
Bruce M. Flohr, President
Robert R. Lende, Shareholder
H.M. Irvin, III, Secretary and Treasurer
Laura D. Davies, Shareholder
Sandra K. Franger, Director and Shareholder
Anthon E. Cooley, Jr, Shareholder
Elizabeth A. Engelke, Shareholder
Carolyn Stefanic, Shareholder
Roberta R. Flurry, Director and Shareholder
Terry Haslett, Shareholder

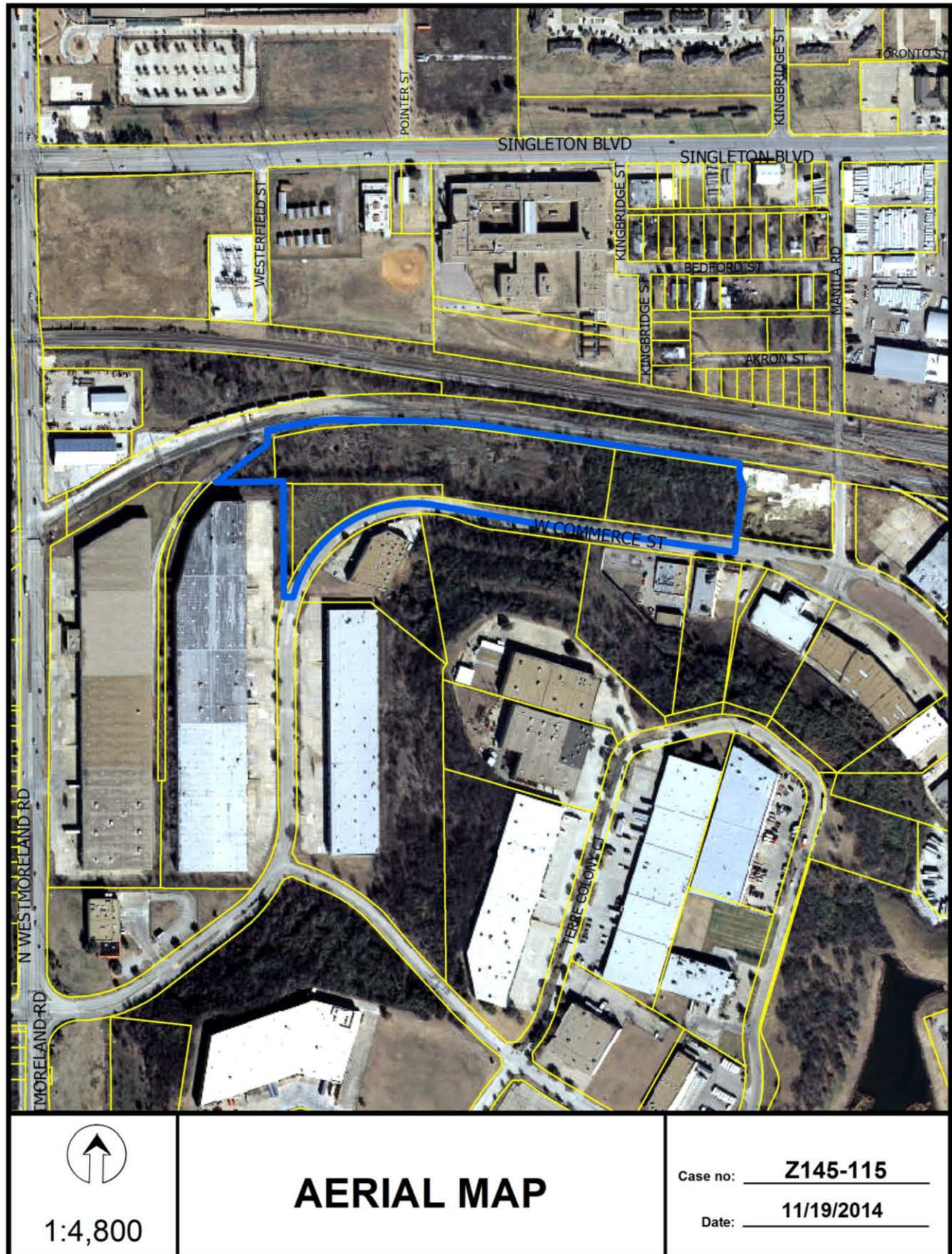
APPLICANT

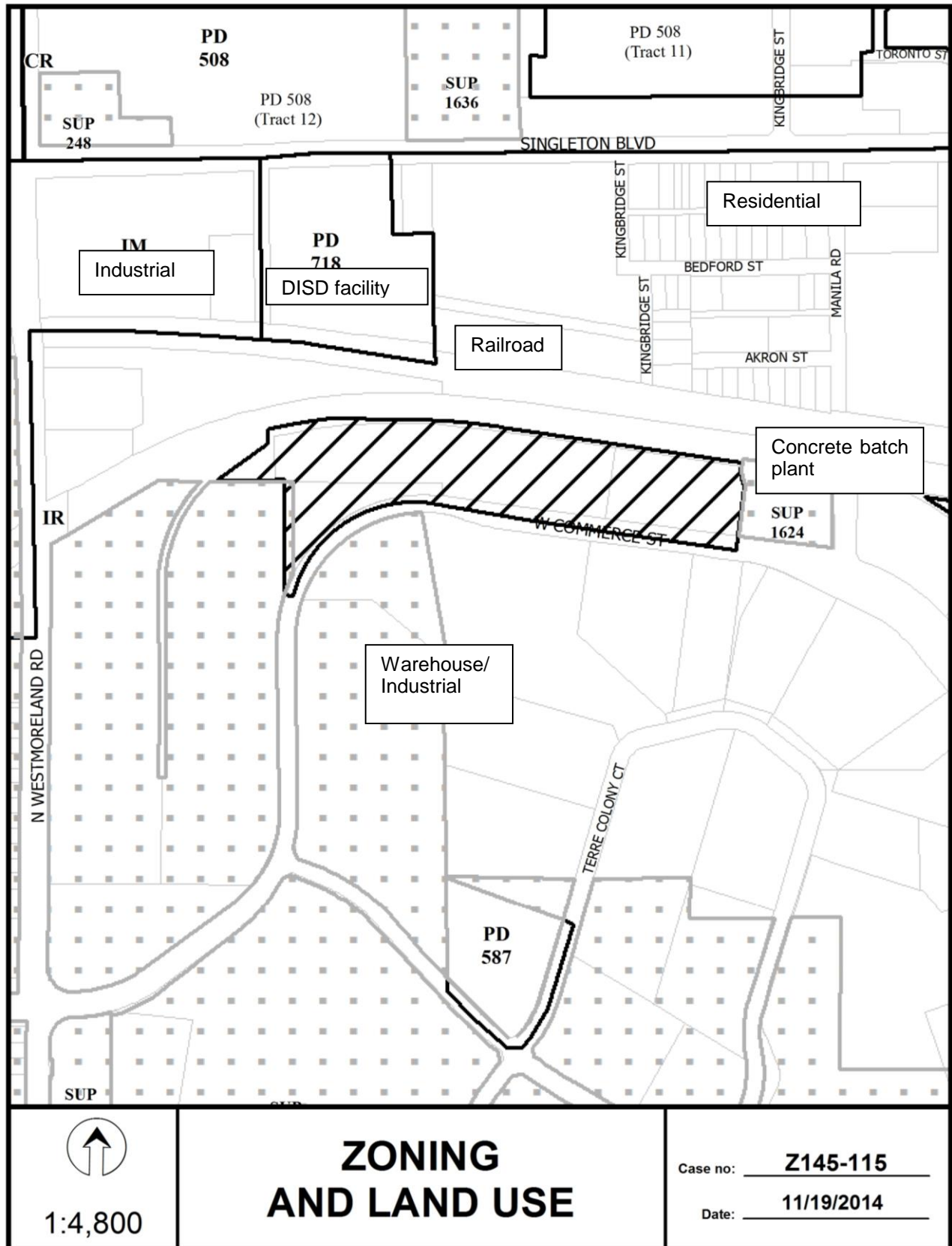
Argos USA Corporation

Eric Flesch, President
Scott Morkem, Vice President
Neal Giese, Vice President
Bill Wagner, Vice President
Tommy Abbott, Vice President
Chip Hussey, Vice President

Z145-115(OTH)







CPC Response Map



04/15/2015

Reply List of Property Owners***Z145-115******28 Property Owners Notified******0 Property Owners in Favor******4 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	2710 WESTMORELAND RD	WESTCOM PARTNERSHIP
	2	2900 COMMERCE ST	EZS TRUCKING INC
	3	2600 WESTMORELAND RD	DALLAS GARLAND & NE RR
	4	2300 GRAND AVE	BNSF RAILWAY
X	5	3111 COMMERCE ST	FIRST INDUSTRIAL TEXAS LP
	6	2700 COMMERCE ST	ARAIZA JUAN J
	7	3002 SINGLETON BLVD	Dallas ISD
	8	2805 WESTERFIELD ST	TEXAS UTILITIES ELEC CO
X	9	2716 WESTMORELAND RD	HARGETT ELECTRIC CO INC
	10	2701 KINGBRIDGE ST	CENTRO CRISIANO PARA LA FAMILIA
	11	2718 KINGBRIDGE ST	MARTINEZ OLIEE
	12	2714 KINGBRIDGE ST	CORTEZ CLEMENTINA
	13	2703 MANILA RD	MOLINA MERCEDES N
	14	2802 AKRON ST	RAMOS SAMUEL
	15	2830 AKRON ST	BLANK COLE
	16	2834 AKRON ST	BROOKS REX
	17	2565 COMMERCE ST	CLEMTEX HOLDING INC
	18	2570 COMMERCE ST	2570 W COMMERCE LLC
	19	2556 COMMERCE ST	REMINGTON DEV CO &
	20	2950 COMMERCE ST	G FOODS INTERNATIONAL
X	21	3000 COMMERCE ST	FIRST INDUSTRIAL TEXAS LP
	22	2772 COMMERCE ST	4815 VICKSBURG LLC
	23	2424 WESTMORELAND RD	DALLAS TRANSFER
	24	2600 SINGLETON BLVD	BUILDING MATERIALS CORP
	25	1601 TERRE COLONY CT	LONESTAR CWL LIMITED PARTNERSHIP
X	26	2728 WESTMORELAND AVE	HARGETT ELECTRIC CO LP

Z145-115(OTH)

04/15/2015

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	4401	LINFIELD RD	ST LOUIS S W RAILWAY CO
28	9999	NO NAME ST	UNION PACIFIC RR CO

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 6

DEPARTMENT: Office Of Environmental Quality

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

MAPSCO: 32 V

SUBJECT

A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by Jon C. Loshinsky located near the intersection of Viscount Row and Monetary Drive and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation to Deluxe Corporation and Standard Controls, Inc. by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City

Recommendation of Staff: Approval

BACKGROUND

Based on information provided by the Applicant, the designated property is underlain by a perched groundwater bearing unit that is encountered at an average depth of approximately 5 feet below ground surface (bgs) above the confining layer, Eagle Ford Formation, occurring at a depth of approximately 15 feet bgs. The Eagle Ford Formation has an estimated thickness of 500 feet and is a recognized regional aquitard. The direction of groundwater flow beneath the designated property varies between northwest and southeast. A portion of the groundwater has been affected by chemicals including tetrachloroethylene (PCE); trichloroethylene (TCE); 1,1-dichloroethylene (1,1-DCE), and carbon tetrachloride at concentrations above the groundwater ingestion standards. The probable onsite source of the release of these chemicals is from three former underground storage tanks (USTs) located in the south portion of the property, southwest of the facility's loading dock. These USTs stored 1,1,1-trichloroethane based solvents associated with the printing washing operations historically conducted onsite. These USTs were abandoned and filled in place with inert material in 1986 and removed from the ground in 2006. No chemicals are currently used in the operations performed at the designated property.

BACKGROUND (Continued)

A portion of the designated property was entered into the Voluntary Cleanup Program (VCP) administered by the Texas Commission on Environmental Quality (TCEQ) in May 2005. The site is designated as VCP Facility ID No. 1823.

The applicant has requested that the City support its application for a Municipal Setting Designation (MSD). A public meeting was held on May 28, 2015 to receive comments and concerns. Notices of the meeting were sent to 149 property owners within 2,500 feet of the property and 139 private well owners within 5 miles of the property. The City of Irving is the only other municipality located within one-half mile of the property.

This item is a municipal setting designation ordinance prohibiting the use of potable groundwater beneath property located near the intersection of Viscount Row and Monetary Drive, including adjacent street rights-of-way; and supporting the issuance of a MSD by TCEQ.

The applicant's current plan is to obtain closure through the Voluntary Cleanup Program supported by a MSD. Currently the designated property is occupied by Standard Controls, Inc. which offers fully customized control panel solutions for applications ranging from simple motor starts and drives to high sophisticated mission critical switchgear systems. The anticipated future use of the property will remain the same.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

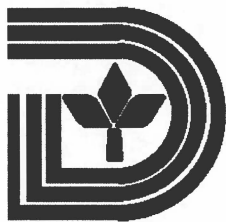
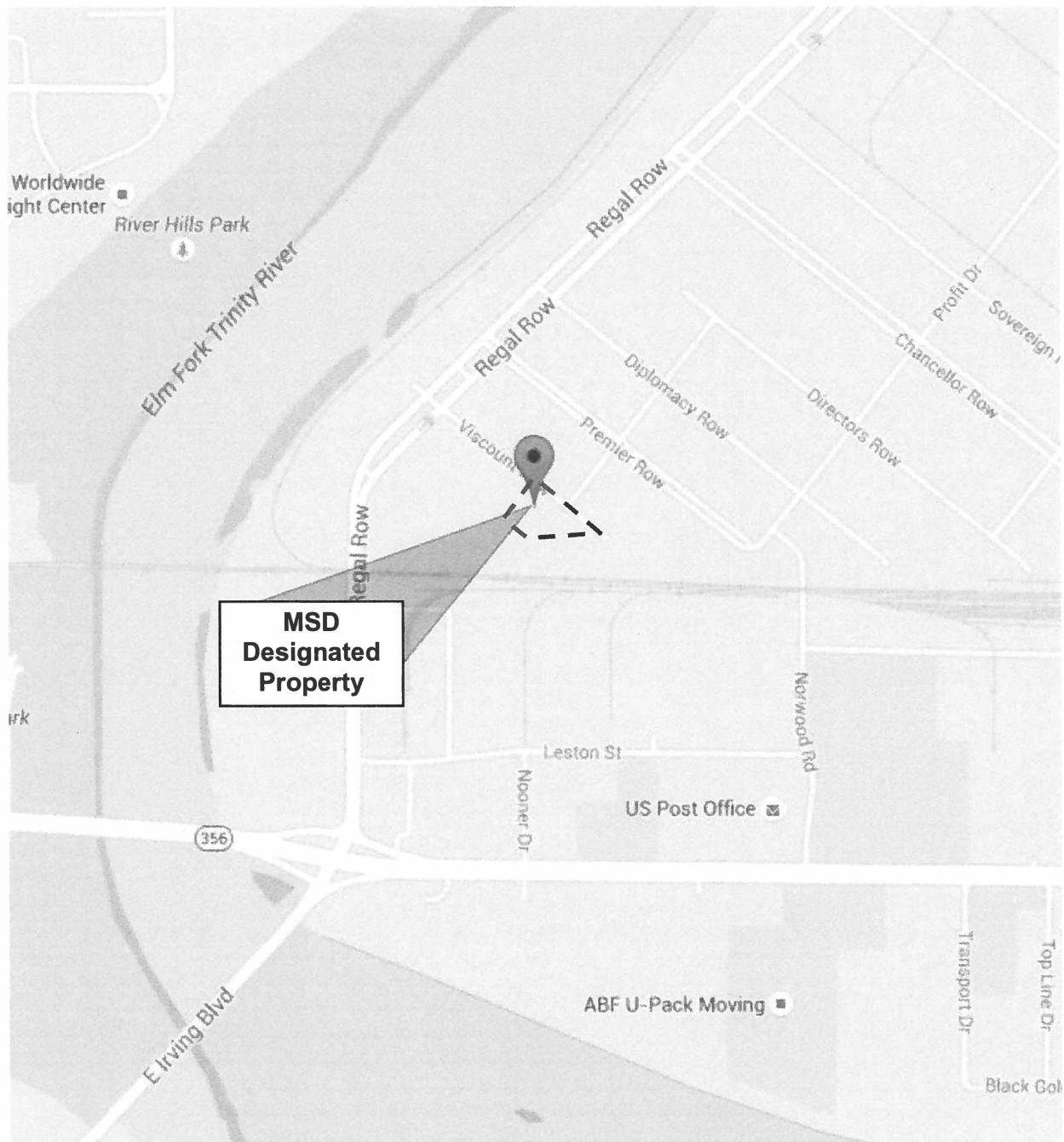
No cost consideration to the City

OWNER

Jon C. Loshinsky

MAP

Attached



CITY OF DALLAS



Municipal Setting Designation
Designated Property Boundary Map
MSD Log OEQ0033
Applicants – Deluxe Corporation and
Standard Controls, Inc.
9125 Viscount Row
Dallas, TX 75247

ORDINANCE NO. _____

A municipal setting designation ordinance prohibiting the use of designated groundwater from beneath property generally located at 9125 Viscount Row and supporting issuance of a municipal setting designation certificate by the Texas Commission on Environmental Quality; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, Subchapter W, “Municipal Setting Designations,” of Chapter 361, “Solid Waste Disposal Act,” of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality to create municipal setting designations; and

WHEREAS, Section 51A-6.108, “Municipal Setting Designation Ordinance,” of Article VI, “Environmental Performance Standards,” of Chapter 51A, “Dallas Development Code: Ordinance No. 19455, as amended,” of the Dallas City Code authorizes municipal setting designation ordinances prohibiting the use of designated groundwater as potable water and thereby enable the Texas Commission on Environmental Quality to certify a municipal setting designation for designated property; and

WHEREAS, the city council finds that:

(1) the eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;

(2) this municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the city of Dallas;

(3) there is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property; and

(4) this municipal setting designation ordinance is necessary because the concentration of contaminants of concern exceed ingestion protective concentration levels for human ingestion; and

WHEREAS, the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the city of Dallas, have given the required notices and have held the required public hearings regarding this municipal setting designation ordinance; Now Therefore,

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

SECTION 1. That for purposes of this municipal setting designation ordinance, the “designated property” means the property described in Exhibit A, attached to the ordinance.

SECTION 2. That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 200 feet.

SECTION 3. That use of the designated groundwater from beneath the designated property as potable water is prohibited.

SECTION 4. That the use of the designated groundwater from beneath public rights-of-way included in the designated property as potable water is prohibited.

SECTION 5. That the following uses of or contacts with the designated groundwater are prohibited:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

SECTION 6. That the following conditions are imposed on the designated property and designated groundwater:

- (1) The potable use of the designated groundwater from beneath the designated property is prohibited.

- (2) The potable use of the designated groundwater from beneath public rights-of-way included in the designated property is prohibited.
- (3) The portion of the designated property assigned Voluntary Cleanup Program (“VCP”) No. 1823 must receive a certificate of completion from the Texas Commission on Environmental Quality by no later than June 10, 2017.

SECTION 7. That the city council supports the application to the Texas Commission on Environmental Quality for a municipal setting designation on the designated property, with the following comments:

- (1) The Texas Commission on Environmental Quality, as the state agency chartered to protect human health and the environment, is requested to thoroughly review the conditions of the designated property and issue a certificate of completion only when all contaminants of concern, through the applicable routes of exposure, have been addressed.

SECTION 8. That the public rights-of-way immediately adjacent to the designated property must be included, at no additional cost to the city of Dallas, in the application to the Texas Commission on Environmental Quality.

SECTION 9. That a state or federal program must address the entire non-ingestion protective concentration level exceedence zone originating from sources on the designated property or migrating from the designated property no later than June 10, 2017. That within this time period, the applicant shall provide the managing director of the office of environmental quality documentation, including a certificate of completion from the Texas Commission on Environmental Quality, that it has been addressed to the satisfaction of the agency administering the program. If it has not been addressed, the managing director of the office of environmental quality may, for good cause, take any of the following actions:

- (1) allow additional time to address the non-ingestion protective concentration level exceedence zone;

- (2) request a review by the Texas Commission on Environmental Quality or the agency administering the program;
- (3) recommend to the city council that this municipal setting designation ordinance be repealed;
- (4) request additional information or documentation from the applicant; or
- (5) pursue other actions that the managing director of the office of environmental quality believes may be warranted.

SECTION 10. That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal and state laws and regulations; all ordinances, rules, and regulations of the city of Dallas; and all environmental regulations, and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

SECTION 11. That any person owning, operating, or controlling any portion of the designated property is responsible for ensuring compliance with this ordinance with respect to their portion of the designated property. Allowing use of designated ground water for potable purposes or failure to provide the managing director of the office of environmental quality with required documentation is a violation of this ordinance and may result in the ordinance being repealed for that portion of the designated property.

SECTION 12. That approval of this municipal setting designation ordinance shall not be construed to subject the city of Dallas to any responsibility or liability for any injury to persons or damages to property caused by any contaminant of concern.

SECTION 13. That within 30 days after adoption of this municipal setting designation ordinance, the applicant shall provide the managing director of the office of environmental quality with an electronic file showing the location of the designated property and the designated groundwater in a format compatible with the city of Dallas' geographic information system.

SECTION 14. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall file a certified copy

of this municipal setting designation ordinance in the deed records of the county where the designated property is located.

SECTION 15. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall send a certified copy of this municipal setting designation ordinance to the applicant and the Texas Commission on Environmental Quality, and that the managing director of the office of environmental quality shall notify the Texas Commission on Environmental Quality 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

SECTION 16. That the applicant shall provide the managing director of the office of environmental quality with a copy of the municipal setting designation certificate issued by the Texas Commission on Environmental Quality pursuant to Section 361.807 of the Texas Health and Safety Code within 30 days after issuance of the certificate.

SECTION 17. That the applicant shall provide the managing director of the office of environmental quality with a copy of the certificate of completion or other documentation issued by the Texas Commission on Environmental Quality showing that any site investigations and response actions required pursuant to Section 361.808 of the Texas Health and Safety Code have been completed to the satisfaction of the Texas Commission on Environmental Quality within the time period required. The managing director of the office of environmental quality may, for good cause, extend the time for submitting the documentation.

SECTION 18. That the applicant shall notify the managing director of the office of environmental quality in writing if the applicant determines that notice is required to be sent to an owner of other property beyond the boundaries of the designated property under Title 30 Texas Administrative Code, Chapter 30, Section 350.55(b), and provide the name of the property owner, the property address, and a copy of the notice sent to the property owner.

SECTION 19. That a person violating a provision of this municipal setting designation ordinance, upon conviction, is punishable by a fine not to exceed \$2,000, and that the Texas Commission on Environmental Quality shall be notified of any violations.

SECTION 20. That Chapter 51A of the Dallas City Code shall remain in full force and effect, save and except as amended by this municipal setting designation ordinance.

SECTION 21. That the terms and provisions of this municipal setting designation ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 22. That this municipal setting designation ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

By _____
Assistant City Attorney

Passed _____



MSD No. OE00033 (DeLuxe Corporation and Standard Controls, Inc. - 9125 Viscount Row)

THENCE N. 38°09'00" E., at 16.00 feet passing the southwest corner of said Block 71/7940 for a total distance of 416.00 feet to the POINT OF BEGINNING and containing 201,063 square feet or 4.616 acres in Block 71/7940 and that part of Viscount Row that contains 36,701 square feet or 0.843 of an acre for a total area of 237,764 square feet or 5.459 acres of land more or less.

PAGE 2 OF 2

KEY FOCUS AREA: Clean, Healthy Environment

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 11

DEPARTMENT: Office Of Environmental Quality

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

MAPSCO: 16 S T

SUBJECT

A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater as potable water beneath property owned by LMI Park Central, LLC and LMI Park Central Two, LLC located near the intersection of Coit Road and Churchill Way and adjacent street rights-of-way; and an ordinance authorizing support of the issuance of a municipal setting designation to LMI Park Central, LLC by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City

Recommendation of Staff: Approval

BACKGROUND

Based on information provided by the Applicant, the designated property is underlain by a perched groundwater bearing unit that is encountered at depths ranging from approximately 18 to 23 feet below ground surface (bgs) and anticipated to be underlain by the Austin Chalk at approximately 30 to 50 feet bgs. The Austin Chalk is considered a regional aquitard and is composed primarily of light gray limestone chalk and marl, and has an estimated thickness of 400 feet in the area. The direction of groundwater flow beneath the designated property is predominantly towards the southwest. A portion of the groundwater has been affected by methyl tert-butyl ether (MtBE) at concentrations above the groundwater ingestion standards. The source of the historic MtBE release is not known. However, three upgradient leaking petroleum storage tank (LPST) sites located to the northeast of the designated property have the potential to be a historical offsite source.

The designated property was entered into the Voluntary Cleanup Program (VCP) administered by the Texas Commission on Environmental Quality (TCEQ) in September 2014. The site is designated as VCP Facility ID No. 2674.

BACKGROUND (Continued)

The applicant has requested that the City support its application for a MSD designation. A public meeting was held on May 11, 2015 to receive comments and concerns. Notices of the meeting were sent to 949 property owners within 2,500 feet of the property and 101 private well owners within 5 miles of the property. There are no other municipalities within one-half mile of the property.

This item is a municipal setting designation ordinance prohibiting the use of potable groundwater beneath property located near the intersection of Coit Road and Churchill Way including adjacent street rights-of-way; and supporting the issuance of a MSD by TCEQ.

The applicant's current plan is to obtain closure through the Voluntary Cleanup Program supported by a MSD. The designated property is currently vacant. The future use is expected to include retail and residential redevelopment; however, no finalized development plans are available at this time.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City

OWNERS

LMI Park Central, LLC

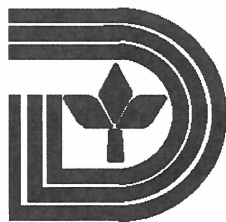
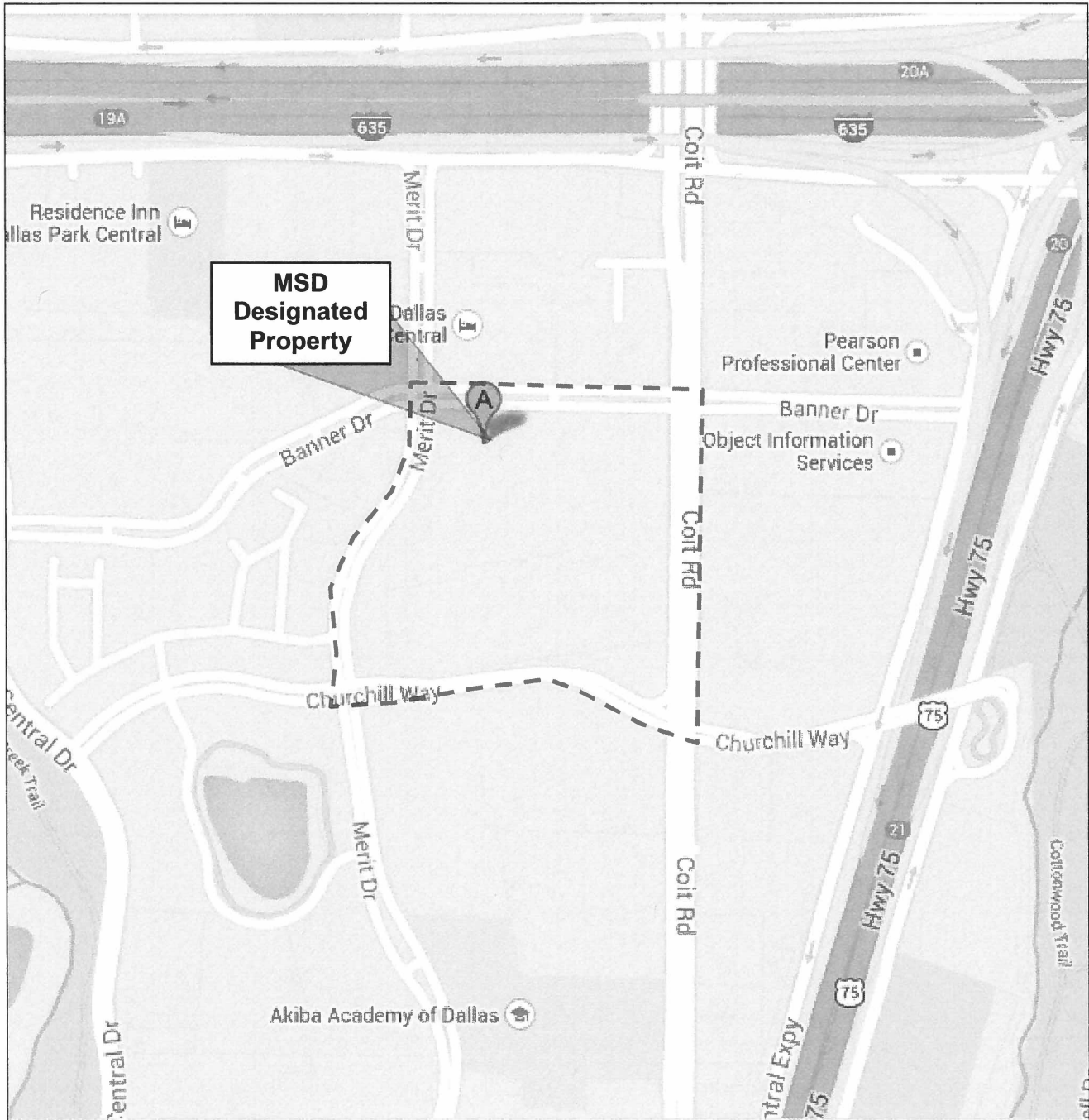
Crest at Park Central JV, LLC, Managing Member
LMI Park Central Investor, LLC, Administrative Member
Lennar Multifamily Communities, LLC, Sole Member
John Allums, Vice President

LMI Park Central Two, LLC

Lennar Multifamily Investments, LLC, Governing Person
John Allums, Vice President

MAP

Attached



CITY OF DALLAS



Municipal Setting Designation
Designated Property Boundary Map
MSD Log OEQ0044
Applicant – LMI Park Central, LLC
7800 Banner Drive and
7839 and 7849 Churchill Way
Dallas, TX 75251

ORDINANCE NO. _____

A municipal setting designation ordinance prohibiting the use of designated groundwater from beneath property generally located at 7800 Banner Drive, 7839 and 7849 Churchill Way and supporting issuance of a municipal setting designation certificate by the Texas Commission on Environmental Quality; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, Subchapter W, “Municipal Setting Designations,” of Chapter 361, “Solid Waste Disposal Act,” of the Texas Health and Safety Code authorizes the Texas Commission on Environmental Quality to create municipal setting designations; and

WHEREAS, Section 51A-6.108, “Municipal Setting Designation Ordinance,” of Article VI, “Environmental Performance Standards,” of Chapter 51A, “Dallas Development Code: Ordinance No. 19455, as amended,” of the Dallas City Code authorizes municipal setting designation ordinances prohibiting the use of designated groundwater as potable water and thereby enable the Texas Commission on Environmental Quality to certify a municipal setting designation for designated property; and

WHEREAS, the city council finds that:

(1) the eligibility criteria of Section 361.803 of the Texas Health and Safety Code have been met;

(2) this municipal setting designation ordinance will not have an adverse effect on the current or future water resource needs or obligations of the city of Dallas;

(3) there is a public drinking water supply system that satisfies the requirements of Chapter 341 of the Texas Health and Safety Code and that supplies or is capable of supplying drinking water to the designated property and property within one-half mile of the designated property; and

(4) this municipal setting designation ordinance is necessary because the concentration of contaminants of concern exceed ingestion protective concentration levels for human ingestion; and

WHEREAS, the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the city of Dallas, have given the required notices and have held the required public hearings regarding this municipal setting designation ordinance; Now Therefore,

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

SECTION 1. That for purposes of this municipal setting designation ordinance, the “designated property” means the property described in Exhibit A, attached to the ordinance.

SECTION 2. That for purposes of this municipal setting designation ordinance, “designated groundwater” means water below the surface of the designated property to a depth of 200 feet.

SECTION 3. That use of the designated groundwater from beneath the designated property as potable water is prohibited.

SECTION 4. That the use of the designated groundwater from beneath public rights-of-way included in the designated property as potable water is prohibited.

SECTION 5. That the following uses of or contacts with the designated groundwater are prohibited:

- (1) Human consumption or drinking.
- (2) Showering or bathing.
- (3) Cooking.
- (4) Irrigation of crops for human consumption.

SECTION 6. That the following conditions are imposed on the designated property and designated groundwater:

- (1) The potable use of the designated groundwater from beneath the designated property is prohibited.

- (2) The potable use of the designated groundwater from beneath public rights-of-way included in the designated property is prohibited.
- (3) The portion of the designated property assigned Voluntary Cleanup Program (“VCP”) No. 2674 must receive a certificate of completion from the Texas Commission on Environmental Quality by no later than June 10, 2017.

SECTION 7. That the city council supports the application to the Texas Commission on Environmental Quality for a municipal setting designation on the designated property, with the following comments:

- (1) The Texas Commission on Environmental Quality, as the state agency chartered to protect human health and the environment, is requested to thoroughly review the conditions of the designated property and issue a certificate of completion only when all contaminants of concern, through the applicable routes of exposure, have been addressed.

SECTION 8. That the public rights-of-way immediately adjacent to the designated property must be included, at no additional cost to the city of Dallas, in the application to the Texas Commission on Environmental Quality.

SECTION 9. That a state or federal program must address the entire non-ingestion protective concentration level exceedance zone originating from sources on the designated property or migrating from the designated property no later than June 10, 2017. That within this time period, the applicant shall provide the managing director of the office of environmental quality documentation, including a certificate of completion from the Texas Commission on Environmental Quality, that it has been addressed to the satisfaction of the agency administering the program. If it has not been addressed, the managing director of the office of environmental quality may, for good cause, take any of the following actions:

- (1) allow additional time to address the non-ingestion protective concentration level exceedance zone;

- (2) request a review by the Texas Commission on Environmental Quality or the agency administering the program;
- (3) recommend to the city council that this municipal setting designation ordinance be repealed;
- (4) request additional information or documentation from the applicant; or
- (5) pursue other actions that the managing director of the office of environmental quality believes may be warranted.

SECTION 10. That any person owning, operating, or controlling the designated property remains responsible for complying with all applicable federal and state laws and regulations; all ordinances, rules, and regulations of the city of Dallas; and all environmental regulations, and that this municipal setting designation ordinance in itself does not change any environmental assessment or cleanup requirements applicable to the designated property.

SECTION 11. That any person owning, operating, or controlling any portion of the designated property is responsible for ensuring compliance with this ordinance with respect to their portion of the designated property. Allowing use of designated ground water for potable purposes or failure to provide the managing director of the office of environmental quality with required documentation is a violation of this ordinance and may result in the ordinance being repealed for that portion of the designated property.

SECTION 12. That approval of this municipal setting designation ordinance shall not be construed to subject the city of Dallas to any responsibility or liability for any injury to persons or damages to property caused by any contaminant of concern.

SECTION 13. That within 30 days after adoption of this municipal setting designation ordinance, the applicant shall provide the managing director of the office of environmental quality with an electronic file showing the location of the designated property and the designated groundwater in a format compatible with the city of Dallas' geographic information system.

SECTION 14. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall file a certified copy

of this municipal setting designation ordinance in the deed records of the county where the designated property is located.

SECTION 15. That within 60 days after adoption of this municipal setting designation ordinance, the managing director of the office of environmental quality shall send a certified copy of this municipal setting designation ordinance to the applicant and the Texas Commission on Environmental Quality, and that the managing director of the office of environmental quality shall notify the Texas Commission on Environmental Quality 60 days prior to any amendment or repeal of this municipal setting designation ordinance.

SECTION 16. That the applicant shall provide the managing director of the office of environmental quality with a copy of the municipal setting designation certificate issued by the Texas Commission on Environmental Quality pursuant to Section 361.807 of the Texas Health and Safety Code within 30 days after issuance of the certificate.

SECTION 17. That the applicant shall provide the managing director of the office of environmental quality with a copy of the certificate of completion or other documentation issued by the Texas Commission on Environmental Quality showing that any site investigations and response actions required pursuant to Section 361.808 of the Texas Health and Safety Code have been completed to the satisfaction of the Texas Commission on Environmental Quality within the time period required. The managing director of the office of environmental quality may, for good cause, extend the time for submitting the documentation.

SECTION 18. That the applicant shall notify the managing director of the office of environmental quality in writing if the applicant determines that notice is required to be sent to an owner of other property beyond the boundaries of the designated property under Title 30 Texas Administrative Code, Chapter 30, Section 350.55(b), and provide the name of the property owner, the property address, and a copy of the notice sent to the property owner.

SECTION 19. That a person violating a provision of this municipal setting designation ordinance, upon conviction, is punishable by a fine not to exceed \$2,000, and that the Texas Commission on Environmental Quality shall be notified of any violations.

SECTION 20. That Chapter 51A of the Dallas City Code shall remain in full force and effect, save and except as amended by this municipal setting designation ordinance.

SECTION 21. That the terms and provisions of this municipal setting designation ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 22. That this municipal setting designation ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

By _____
Assistant City Attorney

Passed _____

EXHIBIT A

Page 1 of 3

**30.468 Acres
Being All Of
BLOCK C/7731, PARK CENTRAL VI
And
BLOCK D/7731, PARK CENTRAL V
And
Adjoining Public Right-of-ways
M. J. Sanchez Survey, Abstract No. 1272 &
Hiram Wilburn Survey, Abstract No. 1568
City of Dallas
Dallas County, Texas**

BEING 30.468 acres of land situated in the City of Dallas, in the M. J. Sanchez Survey, Abstract No. 1272 and the Hiram Wilburn Survey, Abstract No. 1568 of Dallas County, Texas, and being all of Park Central V, as recorded in Volume 74238, Page 2322 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and all of Park Central VI, as recorded in Volume 77167, Page 608, D.R.D.C.T. and same being all of that certain 8.996 acres of land described in a deed from LMI PARK CENTRAL, LLC to LMI PARK CENTRAL TWO, LLC, dated October 4, 2013 and recorded in Instrument No. 201300315447, Official Public Records, Dallas County, Texas (O.P.R.D.C.T.) and the remainder of that certain called 21.188 acre tract of land described in a deed to LMI PARK CENTRAL, LLC, dated March 28, 2013 and recorded in Instrument No. 201300096555, O.P.R.D.C.T. and a portion of the right-of-way's of Coit Road, Churchill Way, Merit Drive and Banner Drive that adjoin said LMI Park Central and LMI Park Central Two properties, and being more particularly described by metes and bounds as follows:

BEGINNING at a point at the intersection of the north right-of-way line of Banner Drive (100' R.O.W.) and the east right-of-way line of Coit Road (100' R.O.W.) and same being on the west line of Lot 1B, Block 1/7755 of North Central Plaza, recorded in Volume 85151, Page 1874, D.R.D.C.T.;

THENCE: South 00 deg. 44 min. 55 sec. West (Reference Bearing), along the common line of said Coit Road and City Blocks 7755 and 7754, a distance of 1,253.88 feet to a point for corner;

THENCE: North 82 deg. 43 min. 56 sec. West, departing from the west line of said City Block 7754 and across said Coit Road, a distance of 100.14 feet to a point for corner at the intersection of the west right-of-way line of said Coit Road and the south right-of-way line of Churchill Way (variable width R.O.W. at this point) and same being on the northeasterly line of Lot 2, Block A/7731 of Gates of Park Central, recorded in Volume 98193, Page 29, D.R.D.C.T.;

THENCE: North 34 deg. 34 min. 57 sec. West, along the common line of said Lot 2, Block A/7731 and Churchill Way, a distance of 17.39 feet to a point for corner at the beginning of a non-tangent curve to the right, having a radius of 502.00 feet and a chord that bears North 60 deg. 08 min. 33 sec. West – 166.47 feet;

THENCE: Continuing along the common line of said Lot 2, Block A/7731 and Churchill Way and with said curve to the right, through a central angle of 19 deg. 05 min. 18 sec. and along an arc distance of 167.24 feet to point of reverse curve to the left, having a radius of 453.21 feet and a chord that bears North 74 deg. 29 min. 42 sec. West – 367.18 feet;

THENCE: Continuing along the common line of said Lot 2, Block A/7731 and Churchill Way and with said curve to the left, through a central angle of 47 deg. 47 min. 35 sec. and along an arc distance of 378.04 feet to a point for corner;

THENCE: South 81 deg. 36 min. 31 sec. West, continuing along the common line of said Lot 2, Block A/7731 and Churchill Way and the northern line of Lot 1, Block A/7731 of Lacosta Villas, recorded in Volume 97149, Page 3668, D.R.D.C.T., a distance of 571.64 feet to a point for corner on the East right-of-way line of Merit Drive (variable width R.O.W. at this point) and same being the northerly northwest corner of said Lot 1, Block A/7731;

THENCE: North 86 deg. 31 min. 37 sec. West, across said Merit Drive, a distance of 102.43 feet to the intersection of the south line of Churchill Way and the west line of said Merit Drive and same being the northerly northeast corner of that certain called 2.984 acre tract of land described in a deed to Presbyterian Communities and Services, Inc., recorded in Instrument No. 200900028064, O.P.R.D.C.T.;

THENCE: North 02 deg. 13 min. 31 sec. West, across said Churchill Way, a distance of 100.13 feet to a point for corner at the intersection of the north right-of-way of Churchill Way and the west right-of-way line of Merit Drive (80' wide R.O.W. at this point) and said point also being the southeast corner of Lot 1, Block B/7730 of Churchill On The Park, recorded in Volume 98110, Page 38, D.R.D.C.T.;

THENCE: North 08 deg. 10 min. 02 sec. West, along the common line of said Lot 1, Block B/7730 and Merit Drive, a distance of 84.73 feet to a point for corner at the beginning of a curve to the right, having a radius of 630.00 feet and a chord that bears North 15 deg. 48 min. 24 sec. East – 511.96 feet;

THENCE: Continuing along the common line of said Lot 1, Block B/7730 and Merit Drive and with said curve to the right, through a central angle of 47 deg. 56 min. 51 sec. and along an arc distance of 527.21 feet to a point for corner on the Southeasterly line of that certain called 2.00 acre tract of land described in a deed to Benihana National Corp., recorded in Volume 2004039, Page 5543, D.R.D.C.T.

THENCE: North 39 deg. 46 min. 50 sec. East, along the common line of said Benihana tract and Merit Drive, a distance of 20.46 feet to a point for corner at the beginning of a curve to the left, having a radius of 505.13 feet and a chord that bears North 20 deg. 16 min. 37 sec. East – 337.38 feet;

THENCE: Continuing along the common line of said Benihana tract and Merit Drive, with said curve to the left, through a central angle of 39 deg. 01 min. 03 sec. and along an arc distance of 343.99 feet to a point for the most easterly northeast corner of said Block 7731, on the south right-of-way line of the above described Banner Drive;

THENCE: North 00 deg. 40 min. 32 sec. East, crossing said Banner Drive, a distance of 124.99 feet to a point for corner at the intersection of the west right-of-way line of Merit Drive and the north right-of-way line of said Banner Drive and same being the southeast corner of Block C/7729, Park Central North Sector Development Center No. 1, recorded in Volume 76216, Page 1514, D.R.D.C.T.;

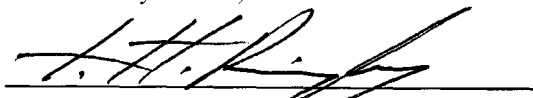
THENCE: North 88 deg. 50 min. 08 sec. East, across said Merit Drive, a distance of 100.16 feet to the intersection of the east right-of-way line of said Merit Drive and the north right-of-way line of Banner Drive and same being the southwest corner of Lot 1, Block E/7731 of Park Central VII, recorded in Volume 81025, Page 257, D.R.D.C.T.;

THENCE: South 89 deg. 13 min. 10 sec. East, along the common line of said Lot 1, Block E/7731 and Banner Drive, at 836.44 feet, passing the southeast corner of said Lot 1, Block E/7731 and the west right-of-way line of the above mentioned Coit Road, and continuing across said Coit Road for a total distance of 936.47 feet to the POINT OF BEGINNING and containing 1,327,168 square feet or 30.468 acres of land.

Note:

1. The Reference Bearing for the above prepared metes & bounds description is South 00 deg. 44 min. 55 sec. West along the west right-of-way line of Coit Road as described in Instrument No. 201300096555, Official Public Records of Dallas County, Texas.
2. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
3. A drawing exhibit of equal date, accompanies this metes & bounds description

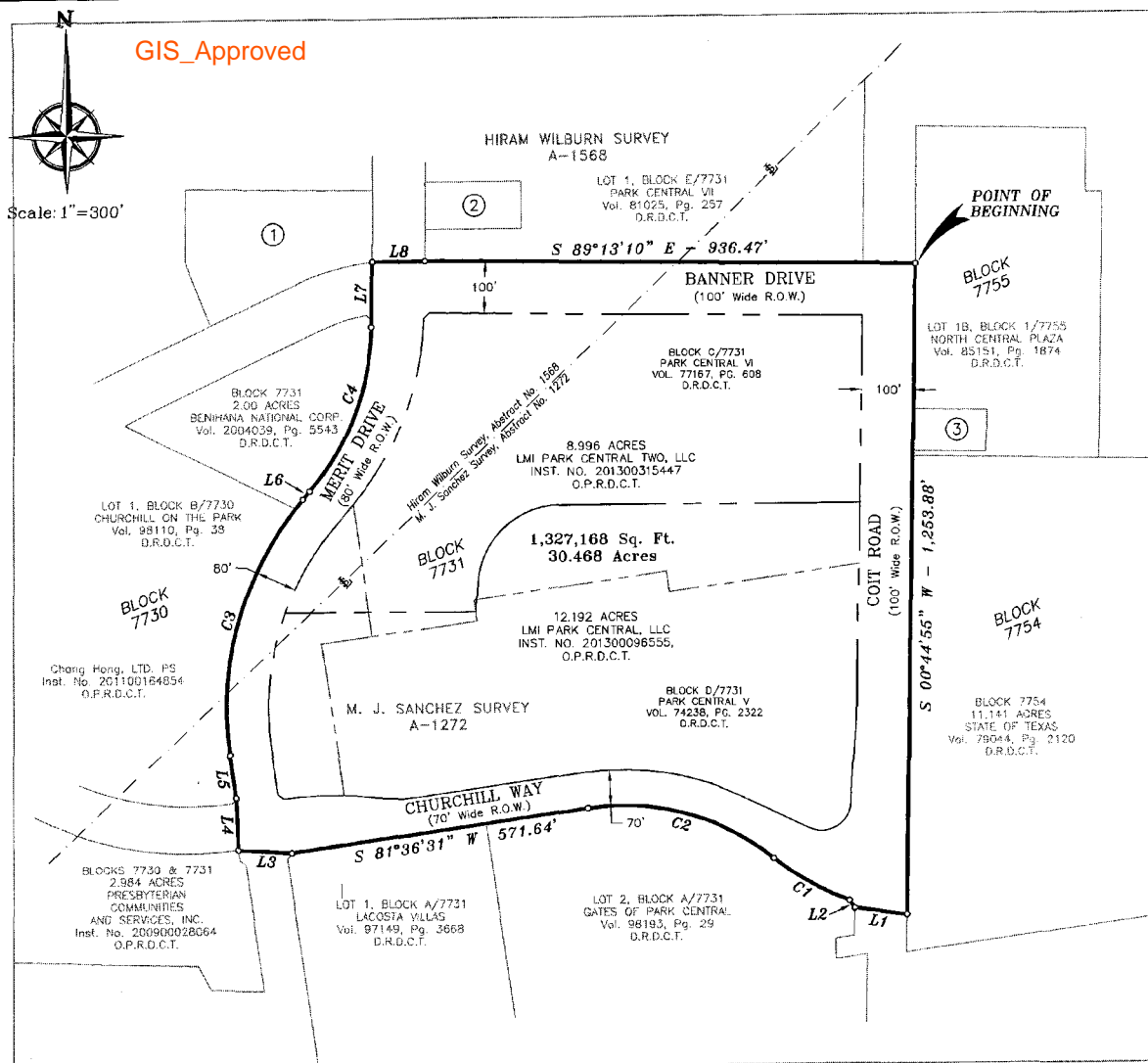
Prepared Under My Hand and Seal,
This 24th Day of June, 2014.


Lawrence H. Ringley, R.P.L.S.
State of Texas, No. 4701



Prepared By:

RINGLEY & ASSOCIATES, INC.
701 S. Tennessee Street
McKinney, Texas 75069
972-542-1266



ADJOINER PROPERTIES:

- 1.) BLOCK C/7729
PARK CENTRAL NORTH SECTOR
DEVELOPMENT CENTER NO. 1
Volume 76216, Page 1514-D.R.D.C.T.
- 2.) LOT 1, BLOCK D/7731
PARK CENTRAL HELIPORT
Volume 77123, Page 1325-D.R.D.C.T.)
- 3.) BLOCK 7754
JAMES MAXWELL SEEHORN, II
Instrument No. 201000262323-O.P.R.D.C.T.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	19°05'18"	502.00'	167.24'	N 60°08'33" W	166.47'
C2	47°47'35"	453.21'	378.04'	N 74°29'42" W	367.18'
C3	47°56'51"	630.00'	527.21'	N 15°48'24" E	511.96'
C4	39°01'03"	505.13'	343.99'	N 20°16'37" E	337.38'

LINE	BEARING	DISTANCE
L1	N 82°43'56" W	100.14'
L2	N 34°34'57" W	17.39'
L3	N 86°31'37" W	102.43'
L4	N 02°13'31" W	100.13'
L5	N 08°10'02" W	84.73'
L6	N 39°46'50" E	20.46'
L7	N 00°40'32" E	124.99'
L8	N 88°50'08" E	100.16'

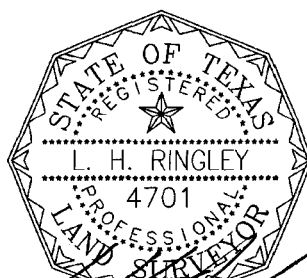
REFERENCE BEARING:

The Basis of Bearings for this Exhibit is South 00 deg. 44 min. 55 sec. West, along the west right-of-way line of Coit Road as described in Instrument No. 201300096555, Official Public Records, Dallas County, Texas.

CERTIFICATION

I, Lawrence H. Ringley, Registered Professional Land Surveyor in and for the State of Texas, hereby certify that this document was prepared under 22 TAC 663.21, does not necessarily reflect all the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared this 24th Day of June, 2014.

LAWRENCE H. RINGLEY, R.P.L.S. No. 4701



A metes & bounds description of equal date accompanies this drawing exhibit.

EXHIBIT A

PAGE 3 OF 3

30.468 ACRES
Block C/7731, PARK CENTRAL VI &
Block D/7731, PARK CENTRAL V
And
Adjoining Public Street Right-of-Ways
M.J. Sanchez Survey, A-1272
Hiram Wilburn Survey, A-1568
City of Dallas
Dallas County, Texas



RINGLEY & ASSOCIATES, INC.
SURVEYING - MAPPING - PLANNING
701 S. Tennessee - McKinney, Texas 75069
(972) 542-1268

Drawn by	Date	Scale
Mark Huab	06/24/14	1"=300'
Job	Title	Sheet
13083	13083-MSD.DWG	3 of 3

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 L M Q R

SUBJECT

Farmers Market TIF District

- * A public hearing to receive comments on amendments to Tax Increment Financing Reinvestment Zone Number Six (the Farmers Market TIF District) to: **(1)** increase the geographic area of the Farmers Market TIF District to include property located on the east side of Harwood Street, south of Canton Street (approximately 13,057 square feet); **(2)** adjust TIF Budget to reflect an increase in TIF collections (current dollars) from \$33,955,605 to \$48,398,724 (with no increase in NPV, \$19,238,514); and **(3)** other related modifications - Financing: No cost consideration to the City
- * An ordinance amending Ordinance No. 23521, previously approved on May 27, 1998, Ordinance No. 24001, previously approved on August 25, 1999, Ordinance No. 25298, previously approved on June 25, 2003, and Ordinance No. 28951, previously approved on March 27, 2013, to reflect these amendments - Financing: No cost consideration to the City

BACKGROUND

A public hearing is required any time the boundaries or budget of an existing TIF District is expanded.

The recommended plan amendments increase the geographic area of the Farmers Market TIF District to include property located the east side of Hardwood Street, south of Canton Street and updates to the Farmers Market TIF Budget to reflect an increase in total TIF collections (current dollars) from \$33,955,605 to \$48,398,724 (with no increase in NPV, \$19,238,514). The increased collections are due to the success of the redevelopment efforts for the Dallas Farmers Market area. The vacant parcels are being redeveloped more quickly than anticipated and property values in the area is appreciating at a higher rate than estimated.

BACKGROUND (Continued)

This action allows City Council to consider amendments to the Farmers Market TIF District Project Plan and Reinvestment Zone Financing Plan after a public hearing to hear comments on the following proposed amendments to

- Increase the geographic area of the Farmers Market TIF District to include property located on the east side of Harwood Street, south of Canton Street (approximately 13,057 square feet);
- Adjust TIF Budget to reflect an increase in total TIF collection (current dollars) from \$33,955,605 to \$48,398,724 (NPV remains the same as \$19,238,514); and
- Make other related modifications, as necessary.

Based on increasing development activity and property value appreciation current collections will increased by \$14,443,118 (from \$33,955,605 to \$48,398,724). Farmer Market TIF District Amended Project Plan and Financing Plan shows the amended budget and line item split.

This boundary amendment will help encourage the redevelopment of a critically located vacant parcel situated between Dallas Farmers Market and Downtown Dallas. This parcel is located adjacent to Green Door Public House Restaurant project. The increased budget reflects the catalytic nature of the Dallas Farmers Market redevelopment efforts.

On June 10, 2015, following the public hearing, the requested amendments will be considered by City Council.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, the Farmers Market TIF District by Ordinance No. 23521.

On August 25, 1999, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District, as amended, by Ordinance No. 24001.

On June 25, 2003, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District, as amended, by Ordinance No. 25298.

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

On March 27, 2013, by Ordinance No. 28951, City Council authorized amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property.

On May 4, 2015, the Farmers Market TIF District Board of Directors recommended approval of the amendments to the Farmers Market TIF District Project and Financing Plan.

On May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

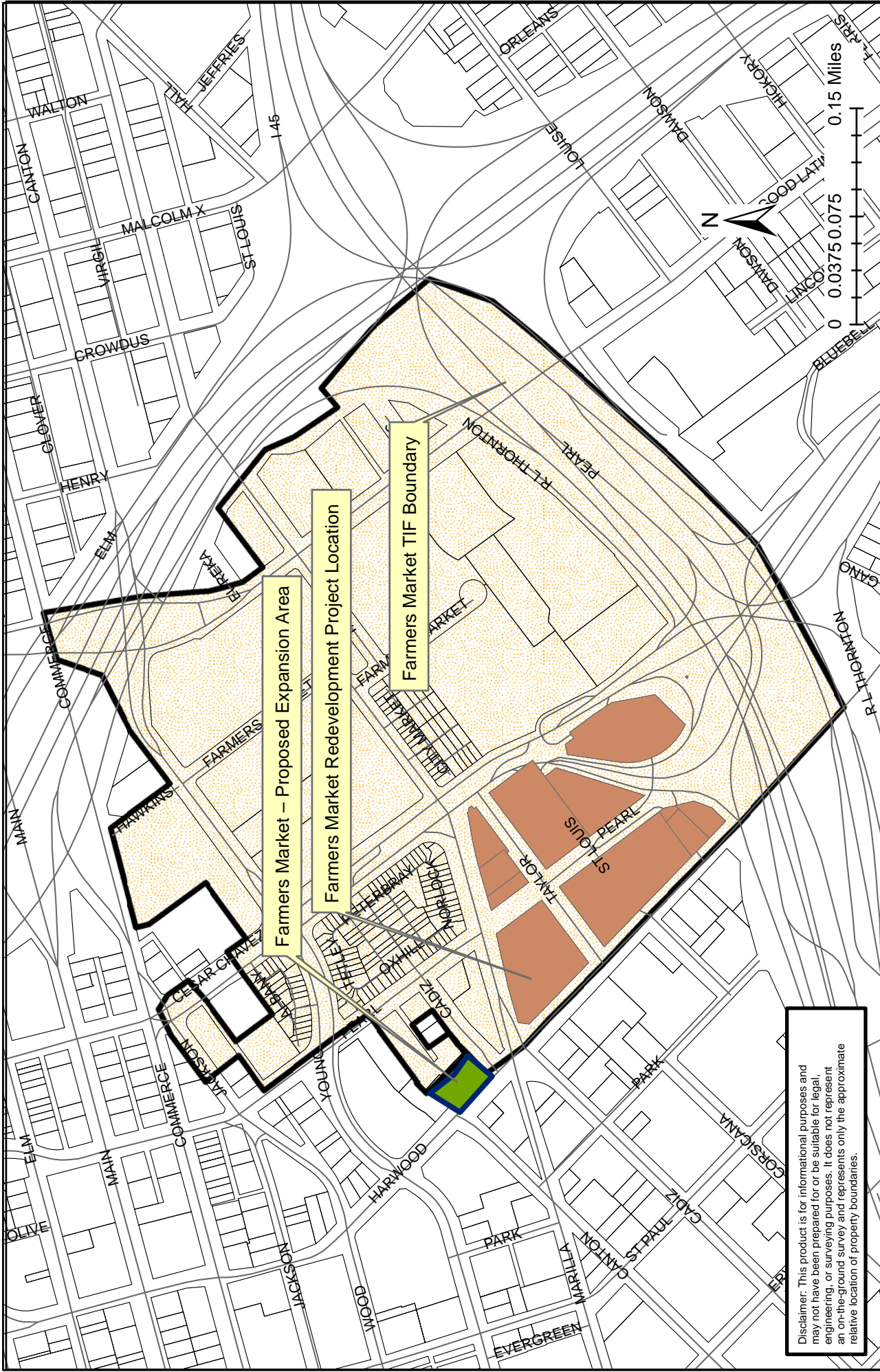
On May 27, 2015, City Council authorized a public hearing to be held on June 10, 2015, to receive citizen comments on the proposed Farmers Market TIF District term extension and Project and Reinvestment Zone Financing Plans.

FISCAL INFORMATION

No cost consideration to the City

MAP

Attached.



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 23521, 24001, 25298 AND 28951, PASSED BY THE CITY COUNCIL ON MAY 27, 1998, AUGUST 25, 1999, JUNE 25, 2003, AND JUNE 25, 2003 RESPECTIVELY, TO: (1) INCREASE THE GEOGRAPHIC AREA OF THE FARMERS MARKET TIF DISTRICT TO INCLUDE PROPERTY LOCATED ON THE EAST SIDE OF HARWOOD STREET, SOUTH OF CANTON STREET (APPROXIMATELY 13,057 SQUARE FEET); (2) ADJUST TIF BUDGET TO REFLECT AN INCREASE IN TIF COLLECTIONS (CURRENT DOLLARS) FROM \$33,955,605 TO \$48,398,724 (WITH NO INCREASE IN NPV, \$19,238,514); AND (3) MAKE CORRESPONDING MODIFICATIONS TO THE FARMERS MARKET TIF DISTRICT MAP, BUDGET AND PROJECT AND REINVESTMENT ZONE FINANCING PLAN; ESTABLISHING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND ENACTING OTHER MATTERS RELATED THERETO.

WHEREAS, the City has established Tax Increment Financing Reinvestment Zone Number Six, ("Farmers Market TIF District" or "District") and established a Board of Directors for the District to promote development or redevelopment in the Farmers Market area pursuant to Ordinance No. 23521, authorized by the City Council on May 27, 1998, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code ("Act"), as amended; and

WHEREAS, on August 25, 1999, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District by Ordinance No. 24001, as amended; and

WHEREAS, on June 25, 2003, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District by Ordinance No. 25298, as amended; and

WHEREAS, on March 27, 2013, City Council authorized amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property by Ordinance No. 28951; and

WHEREAS, on May 4, 2015, the Farmers Market TIF District Board of Directors recommended approval of the amendments to the Farmers Market TIF District Project and Financing Plan, and

WHEREAS, on May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF Boundary Amendment and Farmers Market Redevelopment Project amendments; and

WHEREAS, on May 27, 2015, City Council in accordance with the Tax Increment Financing Act, as amended, V.T.C.A Texas Tax Code, (Chapter 311), called a public hearing to be held on June 10, 2015, to hear comments and concerns regarding the proposed Farmers Market TIF District amendments and amended Project Plan and Reinvestment Zone Financing Plan for the District. That public hearing was duly held and closed.

NOW, THEREFORE,

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

SECTION 1. That Ordinance Nos. 23521, 24001, 25298 and 28951 previously approved by the City Council on May 27, 1998, August 25, 1999, June 25, 2003, and March 27, 2013 respectively, are hereby amended to: (1) increase the geographic area of the Farmers Market TIF District to include property located on the east side of Harwood Street, south of Canton Street (approximately 13,057 square feet); (2) adjust TIF Budget to reflect an increase in TIF collections (current dollars) from \$33,955,605 to \$48,398,724 (with no increase in NPV, \$19,238,514); and, (3) make corresponding modifications to the Farmers Market TIF District map, budget and Project Plan and Reinvestment Zone Financing Plan, attached hereto as **Exhibit A** and **Exhibit B**.

SECTION 2. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 3. That the amendments to the Project and Reinvestment Zone Financing Plans and budget of the Farmers Market TIF District will result in benefits to the City and the property included in the TIF District.

SECTION 4. That this action is necessary to complete the public improvements surrounding potential development projects in the District.

SECTION 5. That this action amends the Economic Development Grant Program to allow for grants or loans to the amended boundary to: (1) offset costs related to the planning, development and management of parking systems within the Farmers Market TIF District; (2) offset costs related to rebranding and marketing efforts related to the Dallas Farmers Market; (3) offset financial costs of financing large scale public improvements (by a private entity) in the form of a grant in lieu of interest; (4) offset the cost of providing affordable housing as per the mixed income housing guidelines within the Farmers Market TIF District; (5) encourage increased retail occupancy and improved Farmers Market operations and a more diverse mix of retailers within the Zone; (6) encourage high density, mixed-use redevelopment and retail; and (7) adaptive reuse of existing buildings.

SECTION 6. That improvements in the Farmers Market TIF District will significantly enhance the value of all taxable real property in the TIF District.

SECTION 7. That Ordinance Nos. 23521, 24001, 25298, and 28951 will remain in full force and effect, save and except as amended by this ordinance.

SECTION 8. That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or un-enforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 9. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

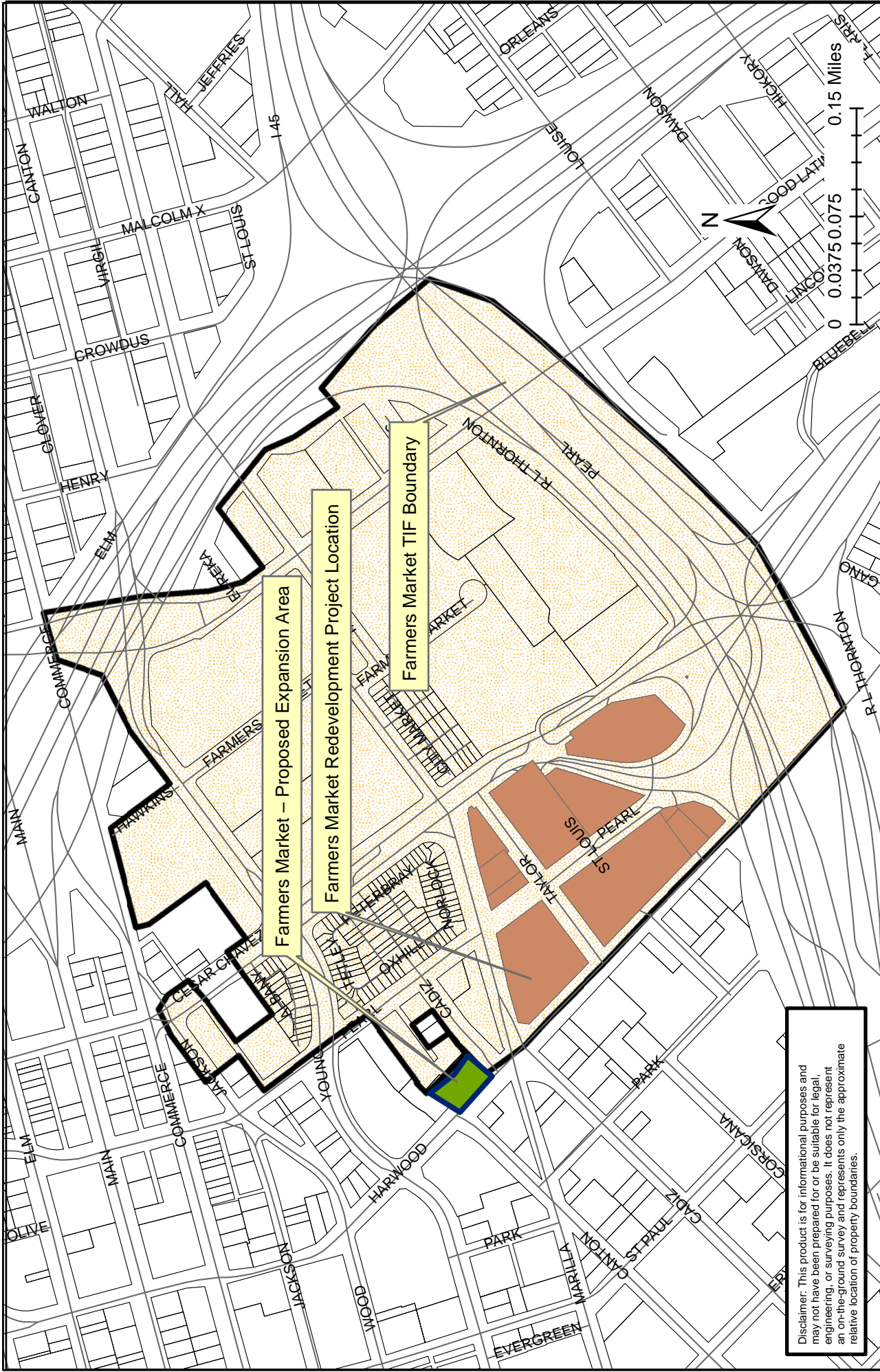
APPROVED AS TO FORM:

WARREN M. S. ERNST.
CITY ATTORNEY

By 

Assistant City Attorney

Passed _____



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

Farmers Market TIF District Proposed Boundary Amendment 2015

City of Dallas
Office of Economic Development
<http://www.Dallas-EcoDev.org>
Created 5/2015

EXHIBIT A

Farmers Market Tax Increment Financing District



Amended Project Plan & Reinvestment Zone Financing Plan

Approved - August 25, 1999

Amended – May 9, 2001

June 25, 2003

March 27, 2013

June 10, 2015

Acknowledgements

The Farmers Market TIF District Project Plan and Reinvestment Zone Financing Plan was originally prepared by Mark Stein. The amended and restated plan was prepared by the City of Dallas, Office of Economic Development. The Office of Economic Development wishes to acknowledge the efforts of everyone who contributed to the development of this plan, including the following organizations and individuals:

City of Dallas

Mary Suhm	City Manager
Ryan Evans	First Assistant City Manager
Karl Zavitkovsky	Director, Office of Economic Development (OED)
Karl Stundins	Area Redevelopment Manager, OED
Vasavi Pilla	Economic Development Analyst, OED
Barbara Martinez	Assistant City Attorney, City Attorney's Office
Sarah Hasib	Assistant City Attorney, City Attorney's Office

Current Dallas City Council

Mayor Mike Rawlings	Carolyn R. Davis
Mayor Pro Tem Pauline Medrano	Sheffie Kadane
Deputy Mayor Pro Tem Tennell Atkins	Jerry R. Allen
Delia Jasso	Linda Koop
Scott Griggs	Sandy Greyson
Dwaine R. Caraway	Ann Margolin
Vonciel Jones Hill	Angela Hunt
Monica R. Alonzo	

Farmers Market TIF Board of Directors

Zane Aveton
Brett Combs
Gene Hargrove
Rick Loessberg
Lily Mak
Ross Martin
John W. Miller
Neal Sleeper

Other

Stein Planning, LLC – Mark Stein

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Section 1: Amended and Restated Project Plan

Background

The Dallas City Council (the “Council”) established the Tax Increment Financing Reinvestment Zone Number Six, City of Dallas, Texas (the “Zone”) by City Ordinance 23521 on May 27, 1998 with the intent of promoting the development of an infill neighborhood near the Dallas Farmers Market. Since the Dallas Farmers Market was non-taxable, it was not included within the boundaries of the Zone.

Initially, most of the property located within the Farmers Market TIF District was controlled by Camden Property Trust (“Camden”). Camden developed 904 apartments and 17 townhomes. Other developers in the Zone are Perry Homes, Intown Homes LLC and Craig Melde. These developers have built an additional 180 town homes. The Farmers Market TIF District assisted these projects with funding for public infrastructure improvements needed to promote this redevelopment activity.

In 2012, the City of Dallas initiated an effort to promote the redevelopment of the Dallas Farmers Market, including the potential sale of much of the land to a qualified private developer. The City circulated an RFP and reviewed the two proposals submitted. The selected redevelopment proposal calls for the lease of the existing Shed 1 for the permanent farmers market and sale of the remaining property, excluding public rights-of-way. Public financial incentives are needed to facilitate this needed repurposing of the Dallas Farmers Market.

The purpose of this Amended Plan is to: 1) increase the boundaries of the Farmers Market TIF District to include the property currently known as the Dallas Farmers Market; 2) extend the term of the Farmers Market for an additional 15 years beyond its current expiration date from September 30, 2013 to December 31, 2028; 3) increase the budget of the Farmers Market TIF District to provide development incentives related to the redevelopment of the Dallas Farmers Market property; 4) to encourage the redevelopment and rebranding of the Dallas Farmers Market; 5) improve public infrastructure within the Dallas Farmers Market; and 6) allow for a directed sale of a portion of the Dallas Farmers Market to a developer whose redevelopment plan for the site matches the City’s goals for the site.

Specifically, the 2013 amended Plan was modified as follows: (a) increase the boundaries as shown in Exhibit A and B called “Extended Zones B and C (Original Zone is referred as Zone A)”; (b) add new line items to include public improvements costs, called “project costs” and thus reimbursable out of the TIF Fund as specified in this Amended Plan; (c) extend the term of the Zone from September 30, 2013 to December 31, 2028; (d) decrease the percentage of tax

increment contributed by the City of Dallas during the extended term from 100% to 90% and request County participation at 40% and establish tax increment percentages for Zone and Extended Zone; (e) update and modify development and revenue forecasts for the Zone; and (f) create an Economic Development Grant program for the Farmers Market TIF District, as set forth in **Appendix E**.

In 2015, the Farmers Market TIF District boundary was amended to include properties located north and east of the existing boundary as shown as Zone C. **Exhibit A** provides information on the original and amended boundary (Zone A, B and C) of the Farmers Market TIF District and **Exhibit B** provides land use information.

Exhibit A: Zone and Extended Zone Map

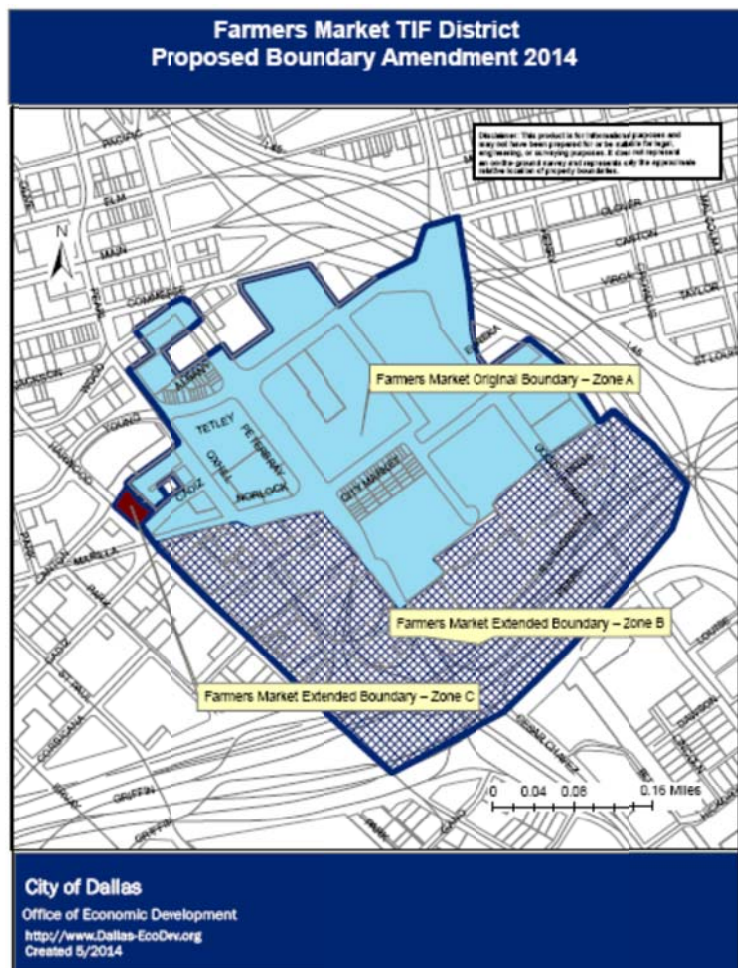
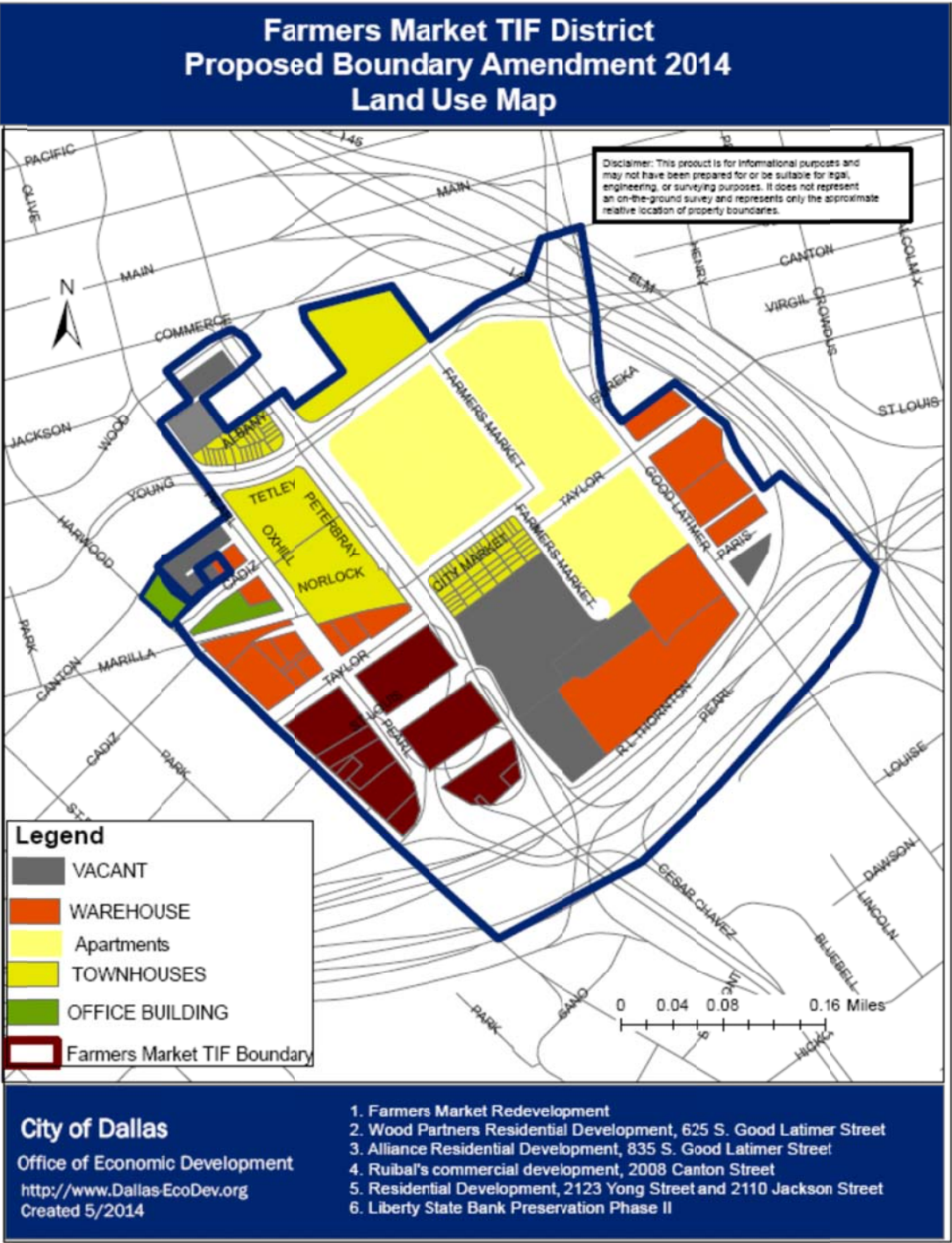


Exhibit B: Original Zone and Extended Zones Land Use Map



Development Goals and Objectives

The following development goals will meet the specific needs of the Farmers Market TIF District:

- Goal 1 – Create additional taxable value attributable to new private investment in projects in the Farmers Market TIF District totaling approximately \$114,000,000 over the term of the District.
- Goal 2 – Create urban neighborhood in southeast quadrant of downtown that capitalizes on proximity to the Dallas Farmers Market and supports concepts developed in the Downtown 360 Plan.
- Goal 3 – Facilitate redevelopment of the current Dallas Farmers Market area to adapt to changing market conditions and anchor the neighborhood.
- Goal 4 – Improve pedestrian, transit, bicycle and vehicular connections from the Farmers Market TIF District to the Downtown Core, Government District, Deep Ellum Entertainment District and Dallas Heritage Village/Cedars neighborhood.
- Goal 5 – Generate approximately \$19.2 million in total TIF collections through the end of the term of the TIF District in 2028 (final collection in 2029).
- Goal 6 – Diversify retail and commercial uses in the Farmers Market TIF District.
- Goal 7 – Encourage the development of housing in the Farmers Market TIF District that is available to households with diverse income levels.
- Goal 8 – Develop 1,700 housing units within the Farmers Market TIF District; and 100,000 square feet of commercial, restaurant and farmers market space.
- Goal 9 – Encourage the redevelopment of the current Dallas Farmers Market area including the sale of some City-owned property in the area and some street reconfigured to create a more usable site.

Section 2: Tax Increment Financing Explained

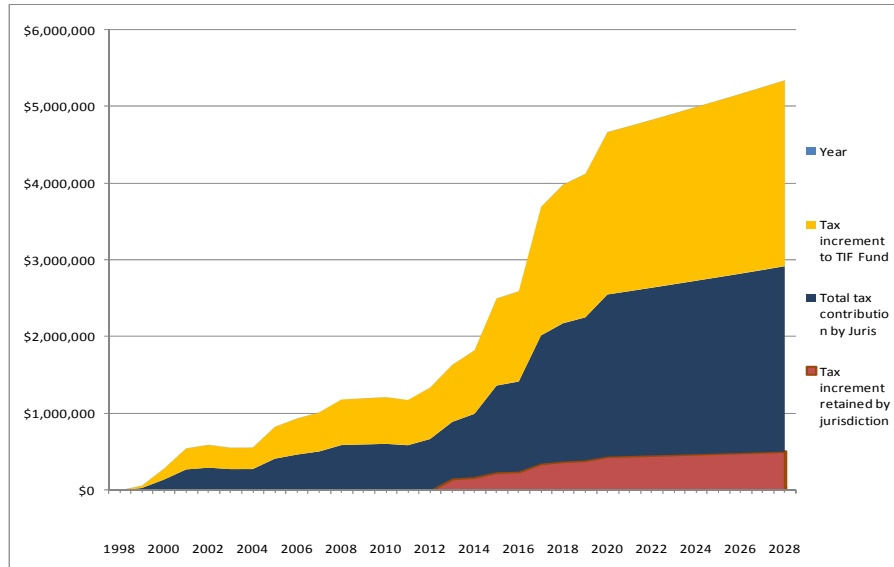
Tax increment financing (“TIF”) is a tool Texas local governments use to encourage redevelopment within a defined area. TIF funds can be used to fund a variety of improvements that benefit the public. These TIF financial contributions are intended to attract new investment to the defined area in an effort to increase property value. The primary statute governing tax increment financing is codified in Chapter 311 of the Texas Tax Code, as amended.

A municipality makes an area eligible for tax increment financing by designating a reinvestment zone (e.g., the Zone). Costs of specified improvements/grants within a reinvestment zone may be paid or reimbursed by property tax revenues generated from appreciated real property in the reinvestment zone. The additional tax dollars generated by growth of real property values in a reinvestment zone are called the “tax increment.” The tax increment flows to a tax increment fund (e.g., the TIF Fund) for a specified term of years. For the Zone, tax increments on real property levied through December 31, 2028 will flow to the TIF Fund. Money flowing to the TIF Fund each year will be disbursed according to this Amended Plan and agreements approved by the Board of Directors of the Zone (the “TIF Board”) and adopted by the City.

Exhibit C generally shows how tax revenues from real properties in a reinvestment zone flow to taxing units and the tax increment fund. **Exhibit C** assumes real property values in the reinvestment zone rise after the reinvestment zone’s designation.

Under certain TIF programs, cash accumulates in the tax increment fund and is used to purchase public improvements on a “pay-as-you-go” basis. More commonly, as with the Zone, a private developer or a public agency will provide cash to construct public improvements, with the tax increment fund eventually reimbursing the private developer or public agency for its costs plus reasonable interest.

Exhibit C: TIF Financial Impact



Municipalities may create reinvestment zones for tax increment financing. Once created, school districts, counties, hospital districts and college districts may participate in TIF programs. Each taxing unit may choose to dedicate to the tax increment fund all, a portion or none of the additional tax revenue attributable to increased real property value in the reinvestment zone.

Inclusion of a property in a reinvestment zone does not change the property tax rate for such property. Tax rates in a reinvestment zone are the same as tax rates outside the reinvestment zone, within the same set of taxing jurisdictions.

Section 3: Project Plan Improvements

Original Plan Improvements

The Original Plan improvements for the Farmers Market TIF District were very project oriented. **Phase IA, Phase IB and Phase II** improvements were related to the Camden development plan. Funding was designated for work on the improvements like: infrastructure, traffic, demolition, streetscape, utility relocation, public art, engineering, construction management, and other related improvements. **Deep Ellum Connector** improvements provided TIF funding to improve the connectivity between the Farmers Market TIF District and Deep Ellum. Funding under this category was designated for: infrastructure, paving, streetscape, engineering, construction management, lighting, park and open space improvement and other related improvements.

The Farmers Market TIF District Plan was amended in June 2003 to include an additional category – **Harlan Building Redevelopment**. This category was established to provide financial incentives related to the redevelopment of the historic Harlan Building. Specifically for improvements like: environmental remediation, interior/exterior demolition, historic façade restoration, design, engineering and other related improvements. This category was amended again in 2015 to broaden the scope of improvements allowed to include construction or re-construction of buildings to reinforce the historic context of the Farmers Market TIF District and improve the physical connection between the Dallas Farmers Market and Downtown Dallas.

The Original Plan improvements (which public improvements are substantially complete) are shown in **Appendix G** (Exhibit G-1, Exhibit G-2, Exhibit G3 and Exhibit G-4).

Amended and Restated Improvements

In the thirteen years since the adoption of the Original Plan, significant private investment has occurred in the Zone. Property values have grown by over 303.1 percent. Changing trends in grocery stores and neighborhood farmer markets have changed the role of the Dallas Farmers Market. City management of the existing facility, coupled with these changing market conditions, led to large operating losses between 2005 and 2012. The City decided to investigate private management of the Dallas Farmers Market and the potential sale of surplus property.

A new budget category is included in this Amended Plan, **Farmers Market Area Improvements**. This category includes the following eligible expenditures:

- TIF Grants consistent with **Appendix E**, Farmers Market TIF District Economic Development Grant Program;
- Environmental remediation, interior and exterior demolition, historic façade restoration;
- Infrastructure improvements including utility improvements and relocation, street and streetscape improvements, burial of utility lines;
- Offset the cost of providing affordable housing in new residential development; and
- Public parking and public open space improvements.

The following specific goals are intended to set the framework for the planned amended and restated improvements **Exhibit D** within the Farmers Market TIF District:

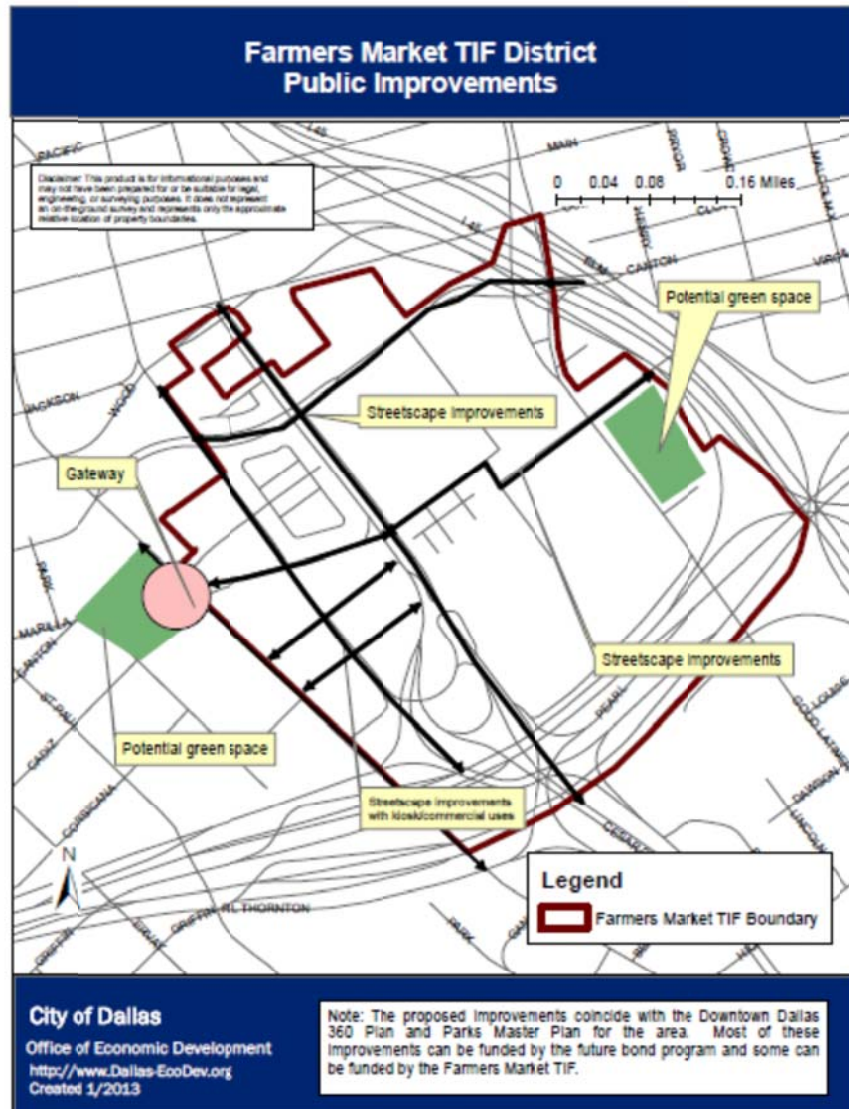
- Upgrade basic infrastructure including streetscape improvements, utilities, storm drainage, and water/wastewater lines to support new development in the Farmers Market TIF District.
- Provide grant funding for professional services related to identifying and resolving parking constraints.
- Provide funding for technical studies related to rebranding and marketing of the Dallas Farmers Market.
- Provide grant funding for adaptive reuse of existing buildings in the current Dallas Farmers Market area.

- Improve the pedestrian environment through plaza and sidewalk improvements, landscaping, lighting, design standards, and burial of overhead utilities, including improved pedestrian connections throughout the Farmers Market TIF District.
- Encourage creation of new residential, retail, office, and mixed-use developments to complement the Farmers Market TIF District.
- Encourage the development of mixed income housing within the Farmers Market TIF District.
- Provide funding to pay administrative costs, including reasonable charges for the time spent by employees of the municipality and/or employees associated with any non-profit groups established to assist with implementation within the Farmers Market TIF District, will be eligible for reimbursement as project costs, upon approval by the TIF Board and in connection with the implementation of the Amended Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures, and equipment are included in this category.
- Use Economic Development Grants to achieve the goals of the Amended Plan. Legislation allows the City to make economic development loans or grants for the public purposes of developing and diversifying the economy of the Farmers Market TIF District. Projects receiving such loans or grants must (1) comply with the Economic Development Grant program on **Appendix E**; (2) be consistent with the goals and objectives of this Amended Plan; and (3) be subject to specific project agreements requiring City Council approval.

Economic Development Grant projects must be one of the following types of development:

- Parking development and consulting services;
- Mixed-income and workforce housing development;
- Retail or office development;
- High density development, especially that which requires a parking garage
- Improvements that enhance the physical connection between the Dallas Farmers Market and other Greater Downtown Area Venues
- New entertainment development
- Adaptive reuse of existing buildings, including studies and plans

Exhibit D - Public Improvement Map



Taxable Private Improvements

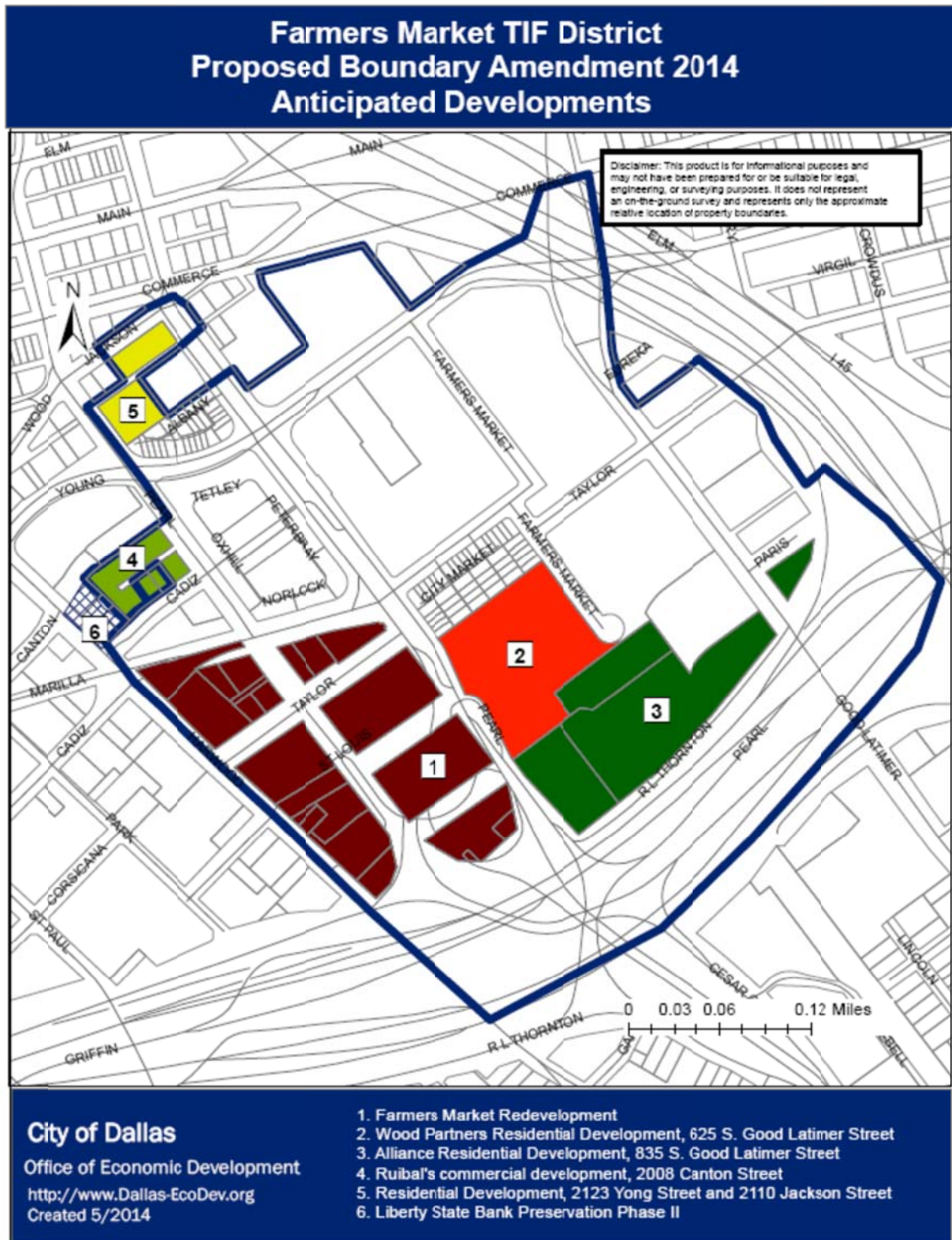
It is anticipated that the private development in the Farmers Market TIF District will occur in phases. In total over the next five to seven years, it is estimated that an additional \$114,000,000 in new private development and appreciation will occur within the Farmers Market TIF District boundaries. Most of this development will occur on land currently utilized for the Dallas Farmers Market. See **Exhibit E** for a list of anticipated development in the Farmers Market TIF District and **Exhibit F** for the location of projects within the district.

This new development is expected to reinforce the Dallas Farmers Market as a downtown Dallas destination. TIF revenue projections anticipate an overall three percent appreciation rate for property over the extended term of the Farmers Market TIF District.

Exhibit E: List of Anticipated Developments

Project	Address	Project Details	Land Area	Current Value	Total Value	Increment	Start	Complete
1. Farmers Market Sheds	Dallas Farmers Market	Dallas Farmers Market	57,877			\$0	2013	2015
1. Farmers Market Mix-use	Dallas Farmers Market	Mixed use	45,444			\$37,500,000	2013	2015
2. Camden at Good Latimer	625 S. Good Latimer Street	Residential	208,612	\$2,447,270	\$2,447,270	\$35,000,000	2015	2017
3. Residential Development at Good Latimer	835 S. Good Latimer Street	Residential	321,236	\$2,876,860	\$37,876,860	\$35,000,000	2015	2017
4. Ruibal's commercial development	2008 Canton Stree	Commercial	53,305	\$1,168,240	\$9,168,240	\$8,000,000	2017	2018
5. Residential Development	2123 Yong, 2110 Jackson	Residential	70,655	\$945,560	\$24,445,560	\$23,500,000	2017	2020
6. Liberty Bank, 600 S. Harwood Street	600 S. Harwood Street	Commercial				\$2,000,000	2015	2016
				\$7,437,930	\$73,937,930	\$141,000,058		

Exhibit F – Anticipated Development Location Map



Section 4: Amended and Restated Financing Plan

Financing Plan

The following is the budget of the Amended Plan:

Exhibit G: Farmers Market TIF District Project Plan Budget

Old budget categories				2013 Budget Changes / 2015 Current Budget			
Budget Item	OLD Budget (1999 \$)	Total Budget (current \$)	Total Spent and Committed**	New Budget (1999)	New budget Estimated (current)	Total Spent and Committed**	Remaining
Phase IA	\$4,162,445	\$8,125,410	\$8,125,410	\$4,162,445	\$17,089,818	\$8,125,410	\$8,964,408
Deep Ellum Connector	\$788,555	\$1,539,320	\$672,970	\$197,138	\$672,970	\$672,970	\$0
Phase IB	\$1,345,734	\$2,626,976	\$742,031	\$336,434	\$742,031	\$742,031	\$0
Phase II**	\$4,129,284	\$8,060,679	\$3,252,225	\$1,666,033	\$4,502,982	\$3,252,225	\$1,250,757
Harlan Building	\$649,900	\$1,268,655	\$701,142	\$162,475	\$1,298,118	\$701,142	\$596,976
Farmers Market Area Improvements				\$11,948,989	\$22,392,803	\$15,000,164	\$7,392,639
Open space improvements							
Parking							
Other Projects							
Economic Development Grant							
TIF Administration	\$570,000	\$1,112,684	\$490,695	\$765,000	\$1,700,000	\$563,410	\$1,136,590
Total	\$11,645,918	\$22,733,724	\$13,984,473	\$19,238,514	\$48,398,723	\$29,057,352	\$19,341,371

Project Costs

Any TIF funded improvements in the Zone will require the applicant follow the TIF design review process. Additionally, TIF improvements and projects funded with Economic Development Grants will also follow the Zone's design review process.

The following describes the Farmers Market TIF District's eligible TIF Project Costs, for which the developer and the City will be reimbursed:

Original Plan Improvements – The Original Plan improvements for the Farmers Market TIF District were project oriented. The improvement categories included: **Phase IA, Phase IB and Phase II** improvements related to the Camden development plan, **Deep Ellum Connector** improvements and **Harlan Building Redevelopment**. These categories provided financial incentives related to the redevelopment of the Zone, for the TIF eligible improvements: environmental remediation, interior/exterior demolition, historic façade restoration, design, engineering, infrastructure improvements, traffic, paving, streetscape, engineering, construction management, lighting, park and open space improvements and other related improvements.

Administration and Implementation – Administration costs, including reasonable charges for time spent by the municipality's employees, will be eligible for reimbursement as project costs, in connection with the implementation of the Amended Plan. Other TIF-related administrative expenses are included in this category.

It is estimated that approximately **\$765,000** (in 1999 dollars) will be needed for the administration and implementation of the TIF Plan.

Cash available in the TIF Fund for reimbursement will be paid promptly upon receipt of proper documentation of expenses, as set forth in the applicable reimbursement agreement between the developer and the City.

Amended and Restated Plan Improvements – A new funding category is included, **Farmers Market Area Improvements**. **Exhibit H** show planned improvements for the current Dallas Farmers Market area. The development plan for the Dallas Farmers Market area calls for redevelop shed 1 to retain and reconfigure for the farmers market operations; redevelop shed 2 for restaurant and specialty food vendors; redevelop shed 3 and shed 4 for mixed-use development and parking for residential and restaurant uses; reconfigure the operations of the auxiliary building; redevelop area across southbound Cesar Chavez Boulevard for outdoor activities like futsal fields and community garden; improvements to Peal Street and Taylor Street for outdoor public festivals/activities. These redevelopment activities in the current Dallas Farmers Market area are projected to stimulate the redevelopment in the remaining vacant lands in the Expanded Zone.

Farmers Market Area Improvements category includes the following eligible expenditures:

- Open space and Infrastructure improvements including utility improvements and relocation, street and streetscape improvements, burial of utility lines and associated engineering and design expenses;
- Economic Development Grants consistent with **Appendix E**, Farmers Market TIF District Economic Development Grant Program;
- Encourage commercial and residential development; and
- Public parking and public open space improvements.

Total TIF funding available for these expenditures is \$11,948,989 (in 1999 dollars).

Exhibit H: Planned Improvements



State law permits the City and Farmers Market TIF Board to consider making direct grants as necessary or convenient to implement this Amended Plan. The TIF Board may provide for a program to make economic development loans or grants from TIF funds in an aggregate amount not to exceed the amount of tax increment produced by the City and paid into the tax increment fund for the Farmers Market TIF District. Projects receiving such loans or grants must be consistent with the goals and objectives of this Amended Plan and would be subject to specific project agreements that require City Council approval. The City will implement sufficient controls to ensure that any grant funding provided will be used to satisfy at least one of the development goals and objectives stated in the Economic Development Grant Program **Exhibit E**.

The financing plan allows for the sale of TIF Bond funds if it promotes the financial interests of the City of Dallas and the Farmers Market TIF District.

Interest Rate – Interest payments may be included in TIF financial incentives for individual projects, subject to negotiation. If negotiated to be included in the incentive package, the interest rate on project costs funded by the developer will be a fixed rate established when the reimbursement agreement is approved by the Council, and shall equal the lesser of five percent or the annual percentage rate for Baa-rated TIF bonds in comparable U.S. markets at the time the reimbursement agreement is approved. Interest shall not begin to accrue until a project is completed and all terms of the related TIF Development Agreement are satisfied.

TIF District Policy Considerations

Mixed Income Housing Policy

Twenty percent of all housing units provided by projects using TIF funds must meet the City and County established criteria for affordable housing. Affordable housing units are those which are affordable to a household earning 80 percent or below of the median family income for the Dallas metropolitan area. A developer may, subject to City and County approval, and subject to the Farmers Market TIF District Mixed Income Housing Policy, propose an alternative means of fulfilling the City's and County's affordable housing requirement. If the Policy allows affordable housing outside the Farmers Market TIF District, and those units are placed within the boundaries of another TIF district, the developer must also secure approval for the affordable housing units within the respective district's boundaries from the respective TIF district's board of directors unless that board formally declines to review the project.

Business Inclusion and Development (BID) Plan

All TIF-funded projects must follow the City's adopted Business Inclusion and Development Plan (BID). This policy outlines goals for certified Minority and Women-Owned Business (M/WBE) participation in publicly funded infrastructure projects. The BID Plan goal is 25 percent for construction of public improvements. The goal for private improvements is negotiated in the development agreement. The process for BID compliance and City oversight will be negotiated with City staff and included in the development agreement for each individual project.

Creating Permanent Jobs for Area Residents

TIF applicants must agree to sponsor job fairs or other programs to attract neighborhood residents to any permanent jobs created in the development.

Urban Design Peer Review Panel (UDPRP)

All new projects developed in the district shall be required to follow this review process. Non-TIF-funded projects may choose to follow this process also. Conformance to design standards for non-TIF-funded projects is voluntary but strongly encouraged to maintain the design focus of the implementation of the Farmers Market TIF Plan. TIF District Design Guidelines for new development and redevelopment in the Farmers Market TIF District have been adopted by the Farmers Market TIF District board.

Existing Resident Displacement

The Act requires that existing resident displacement be minimized.

Financial Assumptions

The key factors influencing the financial feasibility study and its conclusions are the financial assumptions that have been adopted.

Inflation. The generally accepted inflation for construction costs and the value of improvements is 3 percent per annum. Based on current market rates, net present values of the tax increment were calculated at a discount rate of 5 percent per annum the Zone.

Appreciation. Property appreciation is assumed to be 5.06 percent per annum on average.

Tax Rate Changes. Although tax rates will likely increase during the development period, the financial plan conservatively assumes that the 2012 tax rate will remain constant for the life of the Farmers Market TIF District, except to incorporate tax rate changes when known.

Remittance to the TIF Fund. The Farmers Market TIF District is expected to terminate December 31, 2028. TIF collections will terminate once the TIF budget \$19,238,514 has been collected or December 31, 2028, whichever occurs first. Based on current development projections, the TIF budget is expected to be reached in 2028. Annual percentages of collected annual tax increments invested in the TIF fund by the City of Dallas will be 90 percent of total collected incremental revenue. Provided Dallas County agrees to participate during the extended term of the Zone.

Exhibit I includes County tax increments at 40% of County tax increment will be invested in the TIF fund for a fifteen year period beginning in FY 2013. County participation will be pursuant to a participation agreement by the Dallas County Commissioners Court.

Early termination. The Council may terminate the Farmers Market TIF District earlier than 2028 if all obligations of the TIF have been satisfied. The Council may also terminate the Farmers Market TIF District within three years after adoption of this Amended if there are no financial obligations, or within five years after adoption of this Amended if an investment of at least \$100,000,000 does not occur.

Exhibit I: Increment Projections

Revised Increment Projections with 2014 Base

	city	county			City of Dallas	100.00%	0.79700%		100.00%
Initial base 1998	\$27,706,851				2013 - 2028 City at 90%				
Expanded base 2013	\$7,107,990	\$117,580,674	111686928		2013 - 2028 County at 40%				
	\$34,814,831		115037536						
expanded base 2015	\$871,870								
	\$35,686,701								
Year	Property Value Estimate	Property Value Growth	Anticipated Captured Value	Anticipated Captured Value Dallas County	Anticipated Increment Revenue	Anticipated Accumulated Revenue (NPV)	Tax Increment Revenue City	Tax Increment Revenue Dallas County	Anticipated Accumulated Revenue (NPV)
1998	\$27,706,851								
1999	\$32,251,740	16.40%	\$4,544,889	\$0	\$30,337	\$28,688	\$30,337	\$0	\$0
2000	\$48,849,886	51.46%	\$21,143,035	\$0	\$141,130	\$160,584	\$141,130	\$0	\$0
2001	\$68,642,830	40.52%	\$40,935,979	\$0	\$273,248	\$385,942	\$273,248	\$0	\$0
2002	\$69,918,509	1.86%	\$42,211,658	\$0	\$295,397	\$622,145	\$295,397	\$0	\$0
2003	\$66,358,681	-2.23%	\$40,651,830	\$0	\$277,250	\$831,782	\$277,250	\$0	\$0
2004	\$66,805,228	-2.27%	\$39,098,377	\$0	\$278,362	\$1,030,817	\$278,362	\$0	\$0
2005	\$83,492,312	24.98%	\$55,785,461	\$0	\$413,761	\$1,310,577	\$413,761	\$0	\$0
2006	\$93,337,865	11.79%	\$26,888%	\$0	\$467,257	\$1,609,331	\$467,257	\$0	\$0
2007	\$96,486,980	3.37%	\$68,780,129	\$0	\$507,318	\$1,916,061	\$507,318	\$0	\$0
2008	\$111,085,798	15.13%	\$83,378,947	\$0	\$591,515	\$2,254,252	\$591,515	\$0	\$0
2009	\$107,740,320	-3.01%	\$80,033,469	\$0	\$598,570	\$2,577,869	\$598,570	\$0	\$0
2010	\$103,812,469	-3.65%	\$76,105,618	\$0	\$606,562	\$2,887,975	\$606,562	\$0	\$0
2011	\$101,531,538	-2.20%	\$73,824,687	\$0	\$598,383	\$3,172,431	\$598,383	\$0	\$0
2012	\$111,686,928	10.00%	\$83,980,077	\$0	\$669,321	\$3,478,423	\$669,321	\$0	\$0
2013	\$117,343,355	5.06%	\$82,528,524	\$5,656,427	\$597,477	\$3,736,717	\$591,977	\$5,500	\$5,201
2014	\$173,532,957	47.88%	\$137,846,256	\$58,495,421	\$1,045,652	\$4,164,183	\$988,771	\$56,881	\$56,065
2015	\$189,323,090	9.10%	\$153,636,389	\$71,742,416	\$1,171,796	\$4,617,170	\$1,102,034	\$69,762	\$115,055
2016	\$251,411,429	32.79%	\$215,724,728	\$133,830,755	\$1,677,531	\$5,230,400	\$1,547,393	\$130,137	\$219,114
2017	\$329,144,257	30.92%	\$293,457,556	\$211,563,583	\$2,310,695	\$6,029,159	\$2,104,971	\$205,724	\$374,669
2018	\$353,813,893	7.50%	\$318,127,192	\$236,233,219	\$2,511,640	\$6,850,172	\$2,281,926	\$229,713	\$538,918
2019	\$371,732,932	5.06%	\$336,046,231	\$254,152,258	\$2,657,597	\$7,671,660	\$2,410,460	\$247,138	\$706,018
2020	\$414,059,487	11.39%	\$378,372,786	\$296,478,813	\$2,869,212	\$8,510,336	\$2,714,068	\$155,144	\$805,214
2021	\$435,029,687	5.06%	\$399,342,986	\$317,449,013	\$2,864,487	\$9,302,104	\$2,864,487	\$0	\$805,214
2022	\$457,061,931	5.06%	\$421,375,230	\$339,481,257	\$3,022,525	\$11,112,880	\$3,022,525	\$0	\$805,214
2023	\$480,210,006	5.06%	\$444,523,305	\$362,629,332	\$3,188,566	\$11,994,227	\$3,188,566	\$0	\$805,214
2024	\$504,530,425	5.06%	\$468,843,724	\$386,949,751	\$3,363,016	\$13,340,213	\$3,363,016	\$0	\$805,214
2025	\$530,082,560	5.06%	\$494,395,659	\$412,501,886	\$3,546,301	\$14,267,143	\$3,546,301	\$0	\$805,214
2026	\$556,928,792	5.06%	\$521,242,091	\$439,348,118	\$3,738,870	\$15,769,369	\$3,738,870	\$0	\$805,214
2027	\$586,134,663	5.06%	\$549,447,962	\$467,553,989	\$3,941,190	\$17,429,003	\$3,941,190	\$0	\$805,214
2028	\$614,769,030	5.06%	\$579,082,329	\$497,188,356	\$4,153,758	\$19,238,514	\$4,153,758	\$0	\$805,214
			\$6,570,098,318	\$4,491,254,594	\$48,398,723	\$19,238,514	\$47,298,723	\$1,100,000	
	PV of increments		Revenue thru 2012	Revenue thru 2012	\$5,738,410	\$3,736,717	\$5,738,410	\$0	\$0
			Revenue after 2012	Revenue after 2012	\$42,660,313	\$15,501,797	\$41,560,313	\$1,100,000	\$805,214

Note: (1) The Farmers Market original boundary, Zone A value is \$27,706,851; (2) 2013, base value for the City , for the expanded and original boundary value is (Zone A and B) is \$34,814,831; (3) Dallas County participation started from 2012, with a base value of \$117,580,674; and (4) Zone C (expanded boundary in 2015) is estimated at \$ 871,870; however, 2015 taxable value figures have not been released. The base value may be revised when 2015 Dallas Central Appraisal District (DCAD) values are available and additional changes due to re-platting.

Financial Feasibility

The private development plans, public improvement program, general financing strategy, and financial assumptions were all included in a preliminary assessment prepared by the City of Dallas, Office of Economic Development. The study is intended to be used as part of the economic feasibility study for the District in accordance with the provisions of Section 311.011, Texas Tax Code, and is available upon request.

Cumulative private development is expected to increase property value in the Expanded Zone to approximately \$114,000,000 during the term of the Farmers Market TIF District.

If revenues are received at the predicted rate, increment collections will be reached and final project improvements completed during the TIF term.

On a strict “pay-as-you-go” basis, the progress of the public improvements portion of the development program is a direct result of the revenues received and matched by the City’s contributions. Therefore, if revenues exceed these projections, then the public improvements can be completed ahead of schedule. If revenues do not meet expectations, then the pace of public improvements will be slowed or discontinued altogether based upon the recommendation of the TIF Board and approval of Council.

Based upon a set of TIF district assumptions and analysis, this Amended Plan is feasible.

Financial Policies

General financial policies are governed by the City of Dallas Public/Private Partnership Program, as amended. This program provides a framework for development incentives in a variety of areas. Within this framework, the TIF Board has adopted specific policies for the Farmers Market TIF District:

- Public improvements will be phased at a pace that coincides with private development.
- Private developers desiring City participation in sharing the costs of infrastructure improvements needed for their projects must obtain TIF Board recommendation and Council approval for and sign a Development Agreement with the City.

- Reimbursement priorities and the method of apportioning available increment will be set forth in the Development Agreement.
- Each Development Agreement is mutually exclusive - that is, the nature and extent of support from public funds may change over time as the District becomes more developed.
- If a developer requests funding for infrastructure improvements at a time when sufficient funds are not available in the TIF Reserve Fund, then improvements may be:
 - deferred until funds are available
 - constructed at the sole expense of the developer
 - constructed at developer expense, with the City reimbursing the developer as funds become available
- Should project costs be paid that directly benefit the developer of a project, such as grants made to a developer as permitted by Chapter 311 of the Texas Tax Code, the City will enact and implement controls sufficient to ensure that any grant funds provided will be used to fulfill the public purposes of developing and diversifying the economy of the Farmers Market TIF District, eliminating unemployment or underemployment in the Farmers Market TIF District, and developing or expanding transportation, business, and commercial activity in the Farmers Market TIF District.

The TIF Board may from time-to-time recommend amendments to these financial policies which will affect the operations of the Farmers Market TIF District.

Appendix A: Farmers Market TIF District Original Land Uses

Exhibit D: Current Land Uses in the Reinvestment Zone

Land Use	Land SF	Land, 1998
Vacant, parking, construction	1,457,659	76.47%
Retail plant nurseries	290,418	15.24%
City automotive service center	89,445	4.69%
Multi-family residential	44,297	2.32%
Warehouse	24,320	1.28%
Total	1,906,139	100%

Appendix B: Farmers Market TIF District Original Existing Conditions



Parking lots and dilapidated buildings



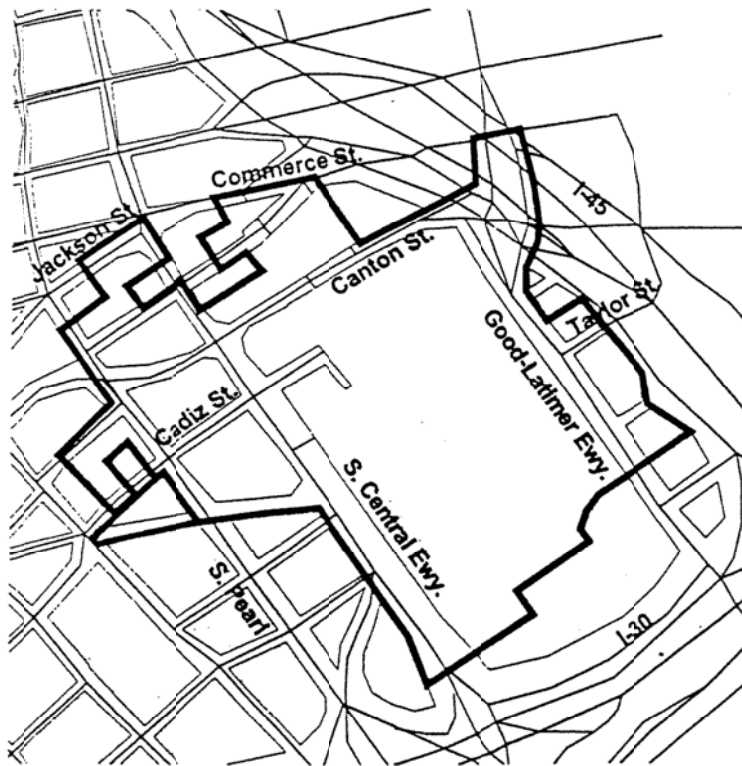
Sidewalks and infrastructure improvements



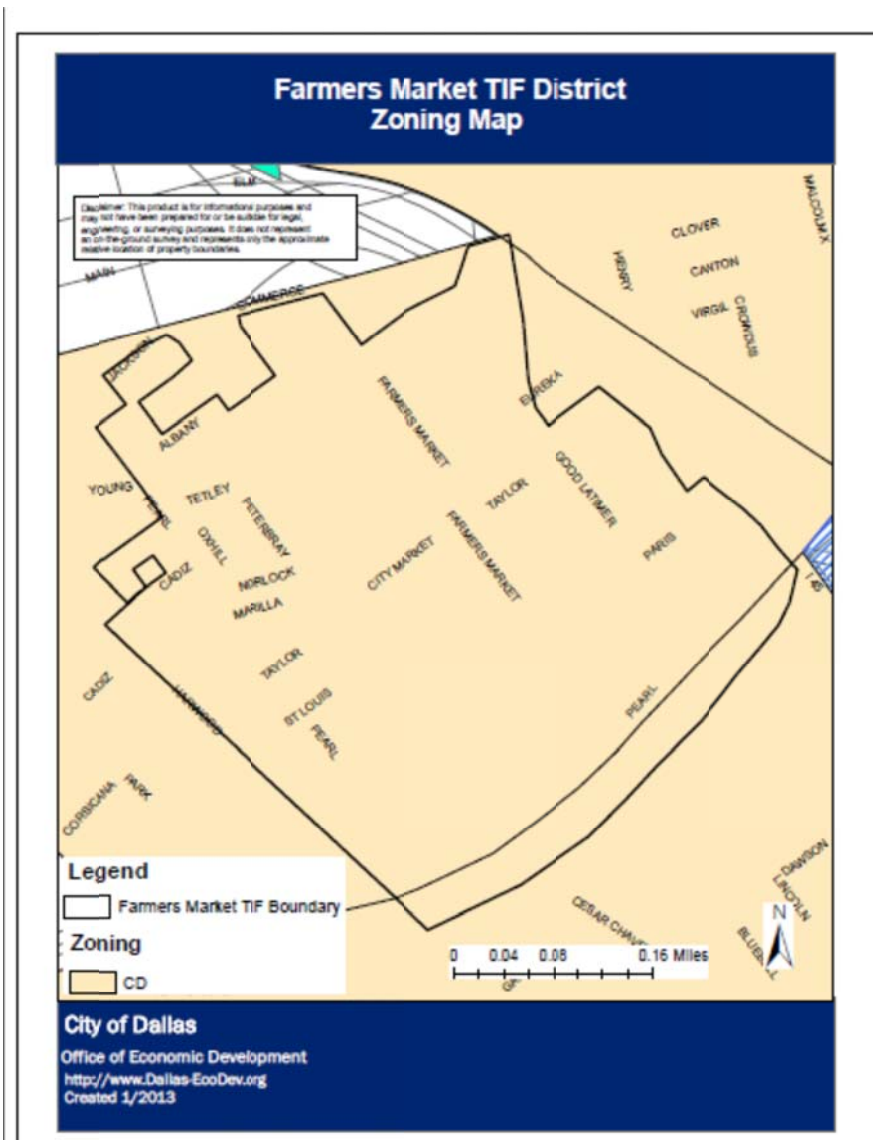
Vacant land

Appendix C: Zone – Current land uses

Exhibit B:
Reinvestment Zone Boundaries,
with Current Uses



Appendix D: Farmers Market TIF District Zoning Map



Appendix E: Grant Program

City of Dallas Farmers Market Tax Increment Financing District Economic Development Grant Program

The City of Dallas wishes to establish the Farmers Market TIF District Economic Development Grant Program pursuant to Chapter 311 of the Texas Tax Code, to implement the Amended and Restated Project Plan and Reinvestment Zone Financing Plan for the Farmers Market Tax Increment Financing District (“District”).

Program Purpose

The purpose of the Farmers Market TIF District Economic Development Grant Program is to promote development and increased economic activity within the Zone: (1) development and diversification of the economy; (2) elimination of unemployment and underemployment; and (3) development and expansion of commerce. The City will achieve these objectives by making grants from the tax increment fund of the District in an aggregate amount not to exceed a negotiated amount of interest on the funds expended for these completed improvements. No County monies can be used to pay for economic development grants; however, County monies can be used as a direct pledge for eligible TIF project costs.

Specific actions allowed under this program include providing grants to:

1. Offset costs related to the planning, development and management of parking systems within the Farmers Market TIF District;
2. Offset costs related to rebranding and marketing efforts related to the Dallas Farmers Market;
3. Offset financial costs of financing large scale public improvements (by a private entity) in the form of a grant in lieu of interest;
4. Offset the cost of providing affordable housing as per the mixed income housing guidelines within the Farmers Market TIF District;
5. Encourage increased retail occupancy and improved Farmers Market operations and a more diverse mix of retailers within the Zone;
6. Encourage high density, mixed use redevelopment and retail; and
7. Adaptive reuse of existing buildings.

Use of Funds

The Council makes the final determination of all grant award amounts and awardees. Nothing contained herein shall obligate the City or the Council to provide grant awards as this Economic Development Grant Program does not constitute an entitlement.

Payment of Funds

No grant funds will be distributed until all conditions of the grant agreement have been fulfilled. Should funds not be used for approved expenses, the City shall be reimbursed the grant funds not properly allocated. Default on grant agreements will be subject to recapture of City funds.

Eligible Types of Businesses

- Property Owners and Developers within the Farmers Market TIF District.
- Retail, service or farmers market related businesses. There must be a public benefit to the neighborhood such as the provision of goods and services not currently available, new jobs, or blight elimination.
- For profit, sales tax paying businesses.
- The applicant may own the real estate in which a business is located. Alternatively, an applicant must have a fully executed lease for a term of at least five years.
- Performing arts venue or museum

Eligible Types of Development Projects

- Dense, mixed use development/redevelopment projects.
- Mixed Income Housing projects.
- Other public improvements that do not fall into the line item of the Farmers Market TIF District budget.
- Sporting venues and community gardens.

Ineligible Types of Businesses

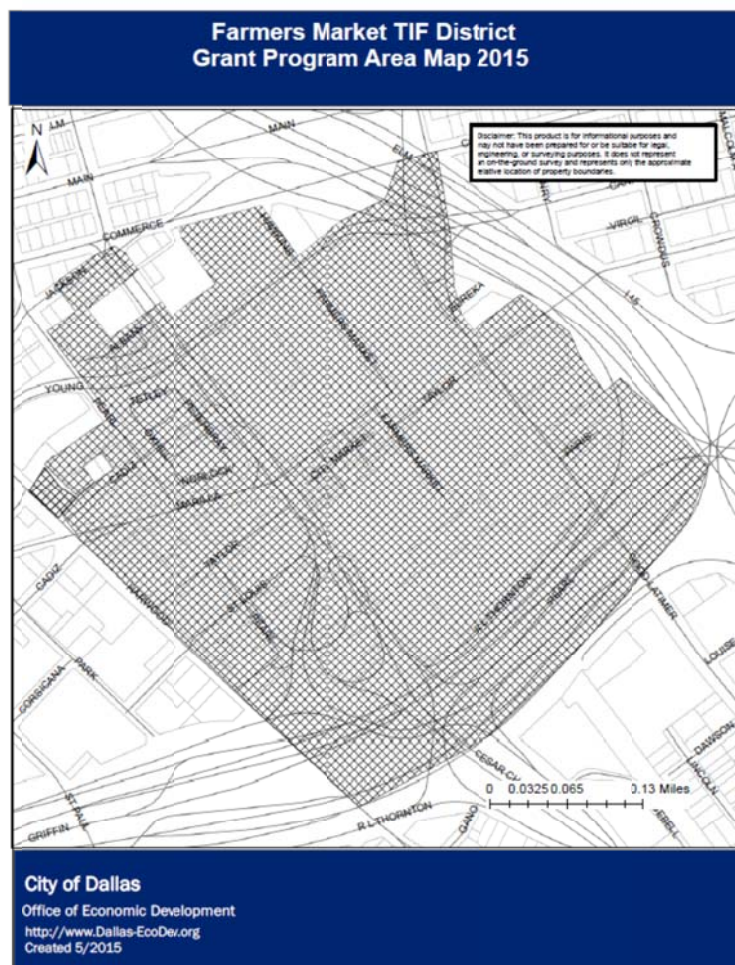
- Non-profit agencies and entities
- Schools
- Day care centers
- Currency exchanges including check cashing agencies
- Some non-bank financial retail outlets
- Liquor stores
- Convenience stores
- Gun shops
- Pawn shops

The City may decide on a case-by-case basis to exclude other business activities that do not benefit the health, safety, and welfare of the community or that do not meet the objectives of this Economic Development Grant Program.

Eligibility Criteria

The applicant's eligibility for funding will be determined based on factors that may include, but are not limited to, the financial viability of the applicant's business; the track record of the applicant's business at other locations; the ability to of the applicant's business to benefit from national or regional marketing resources; the applicant's existing or proposed investment; the lease term applicable to the applicant's leased space, which shall be a minimum period of five years; the square footage of a retail space; and the number and type of jobs created.

Economic Development Grant Program Area Map



Appendix F: DCAD Real Property Account in the Farmers Market TIF District – Original Boundary

Exhibit F: Inventory of Accounts in the Farmers Market Reinvestment Zone

Account	Site Address	Land, 1998	Improvements, 1998	Total Value, 1998	Total Taxable Value, 1998
Taxable accounts without exemptions or abatelements					
00000102643000000	2008 CANTON ST	\$595,820	\$0	\$595,820	\$595,820
00000102691000000	2000 CADIZ ST	\$82,080	\$0	\$82,080	\$82,080
00000102703000000	2008 CADIZ ST	\$11,920	\$0	\$11,920	\$11,920
00000102703000000	2018 CADIZ ST	\$39,399	\$57,700	\$97,000	\$97,000
00000102661000000	2021 CADIZ ST	\$108,000	\$5,530	\$113,530	\$113,530
00000102907000000 (part)	2123 YOUNG ST	\$280,040	\$0	\$280,040	\$280,040
00000102928000000	2110 JACKSON ST	\$318,450	\$0	\$318,450	\$318,450
00000102949000000	517 S CENTRAL EXPY	\$1,233,540	\$1,910	\$1,235,450	\$1,235,450
00000102988000000	2129 EUREKA ST	\$1,198,350	\$7,050	\$1,205,400	\$1,205,400
00000103021000000	621 S CENTRAL EXPY	\$338,870	\$0	\$338,870	\$338,870
00000103188000000	2230 COMMERCE ST	\$612,910	\$0	\$612,910	\$612,910
00000103231000000 (part)	2305 CANTON ST	\$1,532,609	\$0	\$1,532,609	\$1,532,609
00000103252000000	500 S CENTRAL EXPY	\$581,410	\$0	\$581,410	\$581,410
00000103255000000	666 S CENTRAL EXPY	\$4,983,260	\$47,660	\$5,030,940	\$5,030,940
00000103351000000	2300 CANTON ST	\$6,040,560	\$80,500	\$6,121,060	\$6,121,060
00000103354000000	2404 CANTON ST	\$7,322,190	\$58,250	\$7,380,440	\$7,380,440
00000103366000000	501 S GOOD LATIMER E	\$0	\$36,610	\$36,610	\$36,610
00000103555000000	510 S GOOD LATIMER E	\$348,990	\$1,010	\$350,000	\$350,000
00000102706000000	601 PEARL EXPY	\$78,940	\$45,280	\$124,220	\$124,220
00000102709000000	613 PEARL EXPY	\$72,670	\$0	\$72,670	\$72,670
00014100180010000	2104 YOUNG ST	\$800,590	\$28,010	\$828,600	\$828,600
Subtotal		\$26,580,598	\$369,530	\$26,950,029	\$26,950,029
Taxable accounts at 2200 Canton (all exempt from City real property taxes on land through 2005, on improvements th					
00000103249000000	2220 CANTON ST	\$15,140	\$0	\$15,140	\$0
00C237000000000101	2220 CANTON ST APT 1C	\$5,480	\$221,860	\$227,330	\$160,000
00C237000000000102	2220 CANTON ST APT 1C	\$7,710	\$273,760	\$281,470	\$0
00C237000000000103	2220 CANTON ST APT 1C	\$4,580	\$170,020	\$174,600	\$0
00C237000000000105	2220 CANTON ST APT 1C	\$2,700	\$97,080	\$99,780	\$0
00C237000000000106	2220 CANTON ST APT 1C	\$6,740	\$216,710	\$223,450	\$0
00C237000000000107	2220 CANTON ST APT 1C	\$6,040	\$244,260	\$250,300	\$250,300
00C237000000000108	2220 CANTON ST APT 1C	\$4,830	\$171,540	\$176,370	\$0
00C237000000000109	2220 CANTON ST APT 1C	\$2,230	\$78,980	\$81,210	\$0
00C237000000000110	2220 CANTON ST APT 11	\$1,930	\$77,980	\$79,810	\$59,540

Page 1 of 3

Exhibit F:
Inventory of Accounts in the Farmers Market Reinvestment Zone

Account	Site Address	Land, 1998	Improvements, 1998	Total Value, 1998	Total Taxable Value, 1998
00C237000000000201	2220 CANTON ST APT 2C	\$8,080	\$314,920	\$323,000	\$0
00C237000000000202	2220 CANTON ST APT 2C	\$7,340	\$297,160	\$304,500	\$0
00C237000000000203	2220 CANTON ST APT 2C	\$4,610	\$148,270	\$152,880	\$0
00C237000000000204	2220 CANTON ST APT 2C	\$2,250	\$83,720	\$85,970	\$0
00C237000000000205	2220 CANTON ST APT 2C	\$2,740	\$101,600	\$104,340	\$81,082
00C237000000000206	2220 CANTON ST APT 2C	\$5,320	\$197,540	\$202,860	\$150,797
00C237000000000207	2220 CANTON ST APT 2C	\$4,580	\$162,920	\$167,500	\$0
00C237000000000208	2220 CANTON ST APT 2C	\$7,270	\$294,080	\$301,350	\$0
00C237000000000209	2220 CANTON ST APT 2C	\$4,930	\$199,560	\$204,490	\$0
00C237000000000210	2220 CANTON ST APT 21	\$2,250	\$91,200	\$93,450	\$0
00C237000000000211	2220 CANTON ST APT 21	\$2,750	\$111,050	\$113,800	\$0
00C237000000000301	2220 CANTON ST APT 3C	\$8,080	\$324,420	\$332,500	\$0
00C237000000000302	2220 CANTON ST APT 3C	\$7,340	\$297,160	\$304,500	\$0
00C237000000000303	2220 CANTON ST APT 3C	\$4,610	\$148,270	\$152,880	\$0
00C237000000000304	2220 CANTON ST APT 3C	\$2,250	\$72,510	\$74,760	\$0
00C237000000000305	2220 CANTON ST APT 3C	\$2,730	\$82,270	\$85,000	\$0
00C237000000000306	2220 CANTON ST APT 3C	\$5,320	\$197,540	\$202,860	\$0
00C237000000000307	2220 CANTON ST APT 3C	\$4,580	\$170,270	\$174,850	\$129,975
00C237000000000308	2220 CANTON ST APT 3C	\$7,270	\$204,080	\$211,350	\$0
00C237000000000309	2220 CANTON ST APT 3C	\$4,690	\$212,880	\$217,570	\$217,570
00C237000000000310	2220 CANTON ST APT 31	\$5,240	\$168,750	\$173,990	\$0
00C237000000000401	2220 CANTON ST APT 4C	\$8,080	\$353,670	\$361,750	\$0
00C237000000000402	2220 CANTON ST APT 4C	\$7,340	\$321,520	\$328,860	\$0
00C237000000000403	2220 CANTON ST APT 4C	\$4,760	\$168,840	\$173,600	\$0
00C237000000000404	2220 CANTON ST APT 4C	\$4,840	\$171,760	\$176,600	\$0
00C237000000000405	2220 CANTON ST APT 4C	\$5,320	\$188,720	\$194,040	\$0
00C237000000000406	2220 CANTON ST APT 4C	\$4,580	\$162,060	\$166,640	\$0
00C237000000000407	2220 CANTON ST APT 4C	\$7,270	\$318,190	\$325,460	\$0
00C237000000000408	2220 CANTON ST APT 4C	\$4,680	\$184,630	\$189,310	\$87,448
00C237000000000409	2220 CANTON ST APT 4C	\$5,240	\$255,740	\$260,980	\$0
00C237000000000501	2220 CANTON ST APT 5C	\$8,070	\$233,090	\$241,160	\$0
00C237000000000502	2220 CANTON ST APT 5C	\$7,340	\$307,660	\$315,000	\$0
00C237000000000503	2220 CANTON ST APT 5C	\$4,760	\$192,510	\$197,270	\$0
00C237000000000504	2220 CANTON ST APT 5C	\$4,840	\$195,840	\$200,680	\$0
00C237000000000505	2220 CANTON ST APT 5C	\$5,320	\$215,180	\$220,500	\$0

Exhibit F:
Inventory of Accounts in the Farmers Market Reinvestment Zone

Account	Site Address	Land, 1998	Improvements, 1998	Total Value, 1998	Total Taxable Value, 1998
00C237000000000506	2220 CANTON ST APT 5C	\$4,580	\$185,470	\$190,050	\$0
00C237000000000507	2220 CANTON ST APT 5C	\$7,270	\$316,730	\$324,000	\$0
00C237000000000508	2220 CANTON ST APT 5C	\$4,690	\$139,860	\$144,550	\$0
00C237000000000509	2220 CANTON ST APT 5C	\$5,240	\$134,620	\$139,860	\$0
Subtotal		\$265,830	\$9,558,940	\$9,824,770	\$1,144,712
Absolutely exempt accounts					
00000103558000000	606 S GOOD LATIMER E	\$1,158,900	\$1,440	\$1,160,340	\$0
00000103564000000	700 S GOOD LATIMER E	\$630,000	\$0	\$630,000	\$0
00000103285000000	1000 S CENTRAL EXPY	\$188,200	\$0	\$188,200	\$0
Subtotal		\$1,977,100	\$1,440	\$1,978,540	\$0
Total, all accounts		\$28,823,528	\$9,929,910	\$38,753,339	\$28,094,741

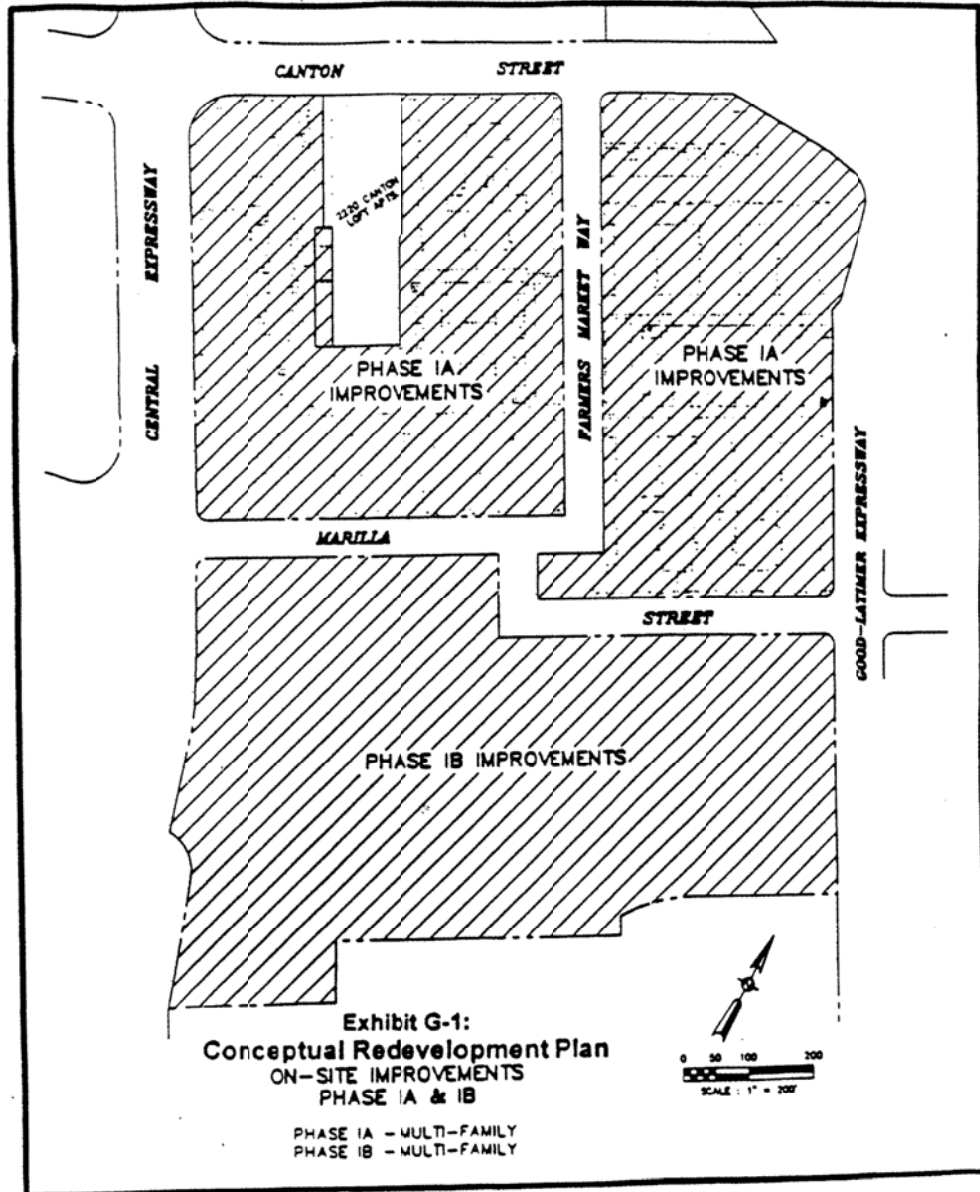
Source of values is City of Dallas Department of Revenue and Tax, May, 1999.

*Land only x 0.5, an estimate excluding the value of lots 1 through 7.

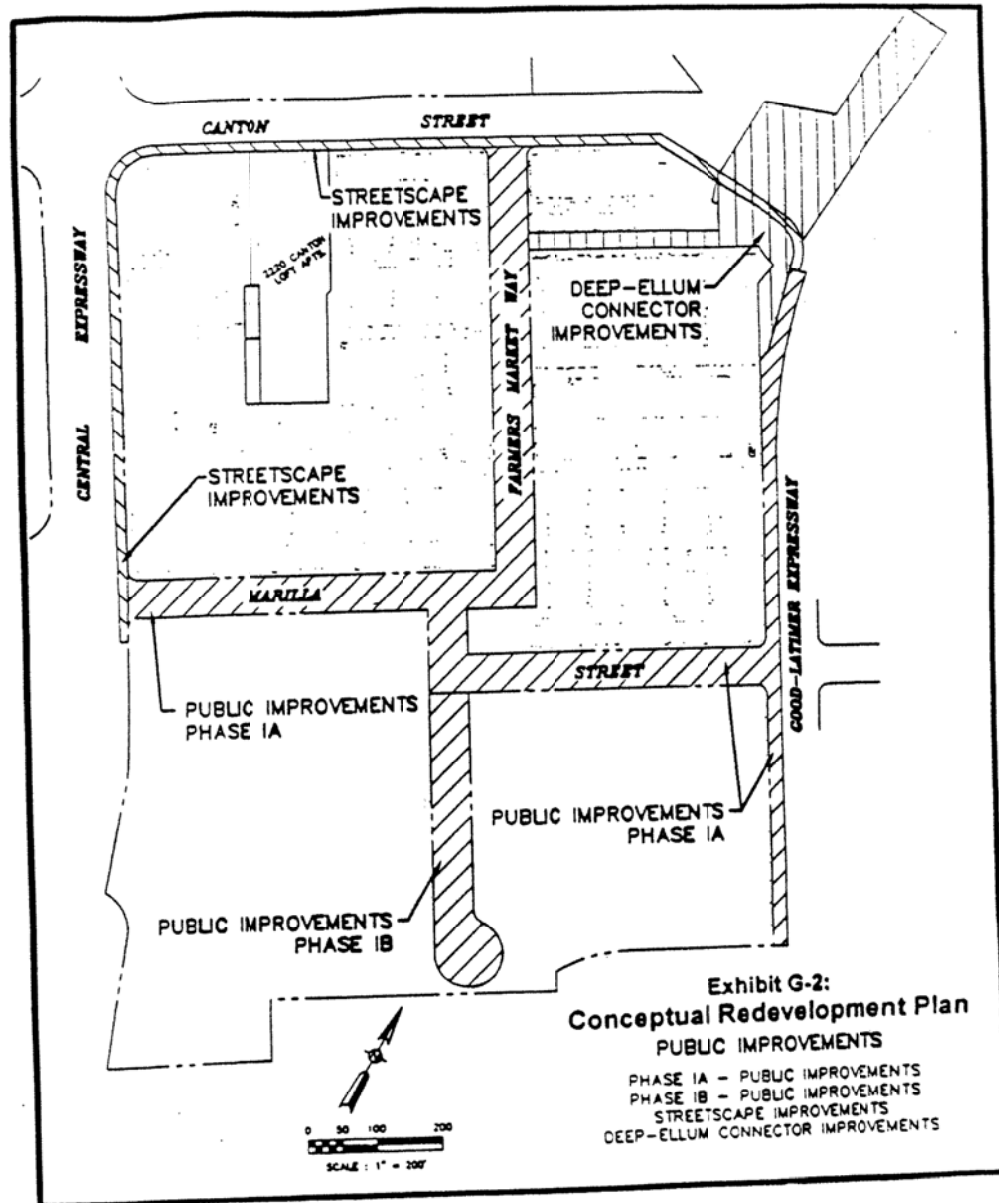
**Land only x (1-(19,500/(43,560*2.0815))), an estimate excluding lots 9 through 16.

Appendix G: Original Zone Planned Improvements

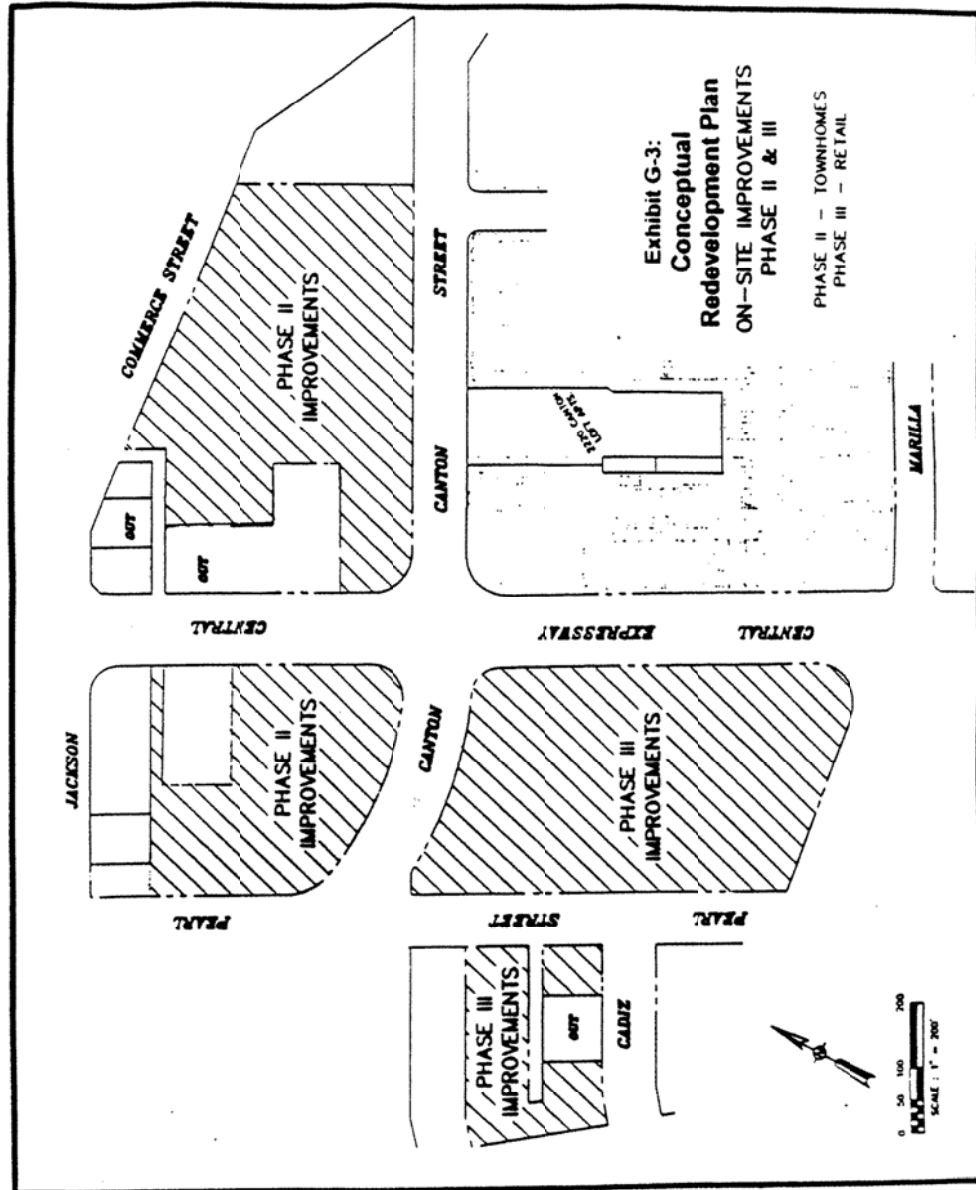
Original Plan improvements Exhibit G-1



Original Plan improvements Exhibit G-2

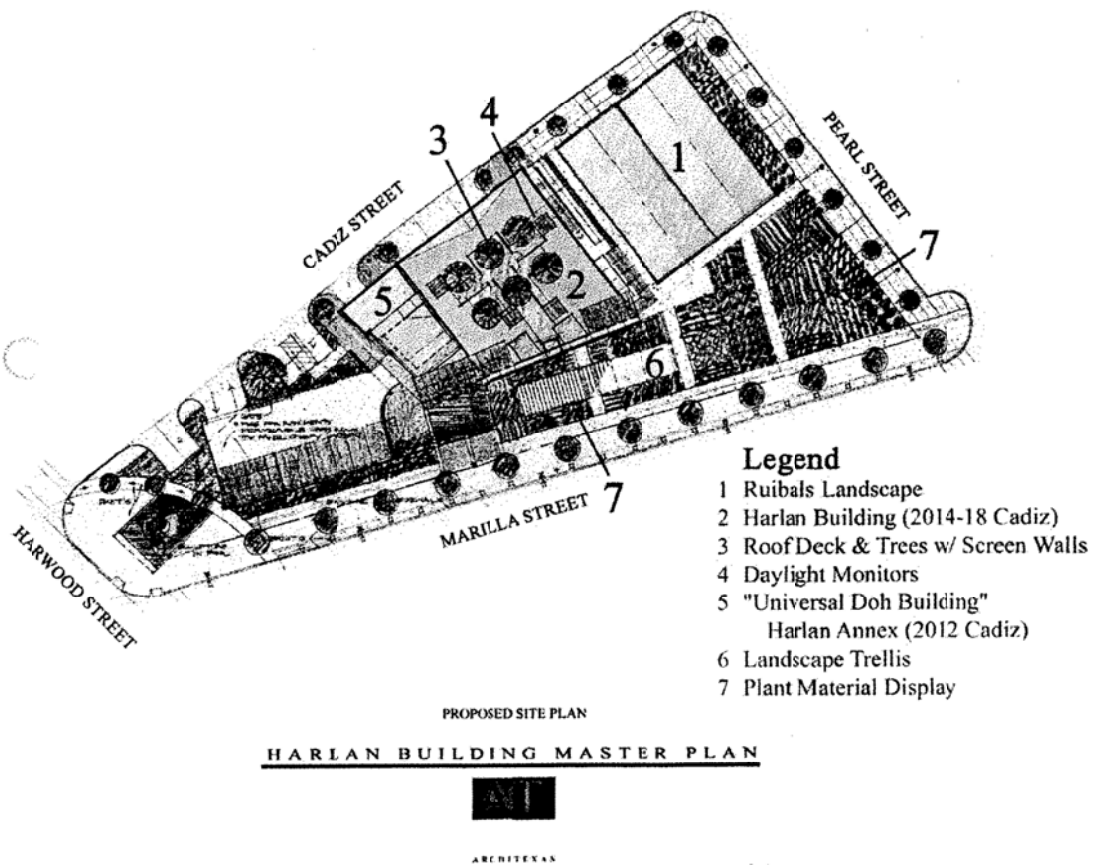


Original Plan improvements Exhibit G-3



Original Plan improvements Exhibit G-4

Exhibit G-4: Conceptual Redevelopment Plan



Appendix H: Inventory of Accounts in the Extended Zone B and C

Zone B

DCAD	Address	TOT EXEMPT	Taxable Value	TOT VAL	IMP VAL	LAND VAL
00000102667000000	2023 CADIZ ST		\$185,820	\$185,820	\$95,820	90,000
00000103381000000	717 GOOD LATIMER EXPY		\$1,050,000	\$1,050,000	\$115,640	934,360
00000103570000000	802 GOOD LATIMER EXPY		\$138,510	\$138,510	\$0	138,510
00000103027000000	2111 TAYLOR ST		\$747,300	\$747,300	\$510,040	237,260
00000103297000000	835 GOOD LATIMER EXPY		\$1,682,280	\$1,682,280	\$1,000	1,681,280
00000103351000200	1204 CESAR CHAVEZ BLVD		\$468,810	\$468,810	\$0	468,810
00000103033000000	2111 TAYLOR ST		\$498,730	\$498,730	\$306,730	192,000
00000103036000000	2101 TAYLOR ST		\$363,600	\$363,600	\$233,820	129,780
00000102694000000	801 PEARL EXPY	X	\$0	\$332,190	\$0	332,190
00000102725000000	801 PEARL EXPY	X	\$0	\$170,010	\$0	170,010
00000102726000000	906 HARWOOD ST	X	\$0	\$43,710	\$0	43,710
00000102719000000	911 PEARL EXPY	X	\$0	\$101,250	\$0	101,250
00000102715000000	920 HARWOOD ST	X	\$0	\$589,550	\$0	589,550
00000102721000000	2019 TAYLOR ST	X	\$0	\$85,340	\$0	85,340
00000102742000000	1012 HARWOOD ST	X	\$0	\$786,460	\$680	785,780
00000103039000000	1014 PEARL EXPY	X	\$0	\$1,200,900	\$150,900	1,050,000
00000103300000000	1200 CESAR CHAVEZ BLVD		\$587,260	\$587,260	\$0	587,260
00000102748000000	2000 ST LOUIS ST	X	\$0	\$238,640	\$0	238,640
00000102759250000	1101 PEARL EXPY	X	\$0	\$276,000	\$0	276,000
00000102745000000	2004 ST LOUIS ST	X	\$0	\$35,300	\$680	34,620
00000102736000000	1102 HARWOOD ST	X	\$0	\$69,310	\$680	68,630
00000102759000000	1111 PEARL EXPY	X	\$0	\$486,510	\$0	486,510
00000103042000000	1100 PEARL EXPY	X	\$0	\$1,050,680	\$680	1,050,000
00000103063000000	2119 R L THORNTON FWY	X	\$0	\$96,330	\$0	96,330
00000103045000000	1216 PEARL EXPY	X	\$0	\$699,800	\$0	699,800
00000102760000000	1210 HARWOOD ST	X	\$0	\$184,530	\$0	184,530
			\$5,722,310	\$12,168,820	\$1,416,670	\$10,752,150

Zone C

DCAD	Address	TOTEXEMPT	Taxable Value	Total Value	IMP_VAL	LAND_VAL
00013000280210000	616 HARWOOD ST		\$381,380	\$381,380	\$267,990	113,390
00000102649000000	608 HARWOOD ST		\$152,750	\$152,750	\$46,500	106,250
00013000280210100	614 HARWOOD ST		\$337,740	\$337,740	\$290,080	47,660
			\$871,870	\$871,870	\$604,570	\$267,300

Note: (1) The Farmers Market original boundary, Zone A value is \$27,706,851; (2) 2013, base value for the City , for the expanded and original boundary value is (Zone A and B) is \$34,814,831; (3) Dallas County participation started from 2012, with a base value of \$117,580,674; and (4) Zone C (expanded boundary in 2015) is estimated at \$ 871,870; however, 2015 taxable value figures have not been released. The base value may be revised when 2015 Dallas Central Appraisal District (DCAD) values are available and additional changes due to re-platting.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 R

SUBJECT

Master Agreement with DFM Developer, Ltd.

- * Authorize an amendment to the Master Agreement with DFM Developer, Ltd., to extend project deadlines related to the development of an approximately 12 acre site located southeast of the intersection of Harwood Street and Marilla Street known as Dallas Farmers Market, previously approved on February 27, 2013, by Resolution No. 13-0447 - Financing: No cost consideration to the City
- * Authorize additional amendments to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase I project, previously approved on June 26, 2013, by Resolution Nos. 13-1156 and 13-1157 and amended on June 25, 2014, by Resolution No. 14-0994, to: **(a)** remove the purchase of the public market parking/air rights requirement from Farmers Market Redevelopment, Phase I development agreement; and **(b)** include Atmos gas pipeline installation and environmental/demolition as an eligible budget category with no increase in the TIF funding – Financing: No cost consideration to the City

BACKGROUND

In 2013, City Council selected DFM Developer, Ltd., through competitive bidding process to redevelop Dallas Farmers Market area. The Master Agreement outlined the recommended City financial incentives for the project and required investment and ongoing operational restrictions for the developer.

After the approval of the Master Agreement, City Council also authorized various agreements associated with the redevelopment of the Dallas Farmers Market with DFM Developer, Ltd. and affiliates, (Brian Bergersen, Owner/Developer), which outlined a redevelopment plan for the Dallas Farmers Market.

BACKGROUND (Continued)

The approved redevelopment plan includes:

- (A) Shed 1 Project - renovation and operation as a marketplace for local farmers and farm merchants and vendors to sell produce and other farm-related products;
- (B) Shed 2 Project - renovation for use by restaurants, specialty food vendors, other retail vendors, and a beer garden;
- (C) Harvest Lofts Mixed Use Project - development of retail, residential, and parking uses (including public parking for the market);
- (D) 2101 and 2111 Taylor Street Project - development of residential uses; and
- (E) Futsal Project – use of former remote parking area for a community garden and futsal fields.

Farmer Market Redevelopment efforts were initiated, as planned, in early 2014. However, unexpected complexities and interdependent project elements are delaying the project progress. Specifically, unforeseen issues related to utilities, right-of-way and delays in HUD's final financing commitment to the Harvest Lofts Mixed Use Project. These delays necessitate several minor changes to various contracts related to components of the project. This item relates to changes in the MOU and initial TIF infrastructure agreement.

The following changes in the Master Agreement are recommended to synchronize the Farmers Market TIF Phase I and Phase II Development Agreement changes:

- ~~Demolition permit for the kiosk shall be applied for no later than September 1, 2014.~~ Proof of kiosk demolition (pictures) by December 31, 2014.
- Building permit for the new retail/parking/residential structure to be constructed on the Shed 3 and Shed 4 tracts shall be applied for, and construction shall commence, no later than ~~July 1, 2015~~ December 31, 2015.
- A minimum of 200,000 square feet of residential space (with approximately 240 ~~245~~ residential units) located above the parking structure.
- A minimum 622 parking spaces (public, private and surface parking spaces) shall be provided with in the overall project to support the Farmers Market Redevelopment project.

BACKGROUND (Continued)

- A minimum of ~~176~~ 300 public parking spaces shall be constructed at Level 1 (at grade) and lower level, which is to be built as part of the retail/parking/residential development on the Shed 3 and Shed 4 tracts, and which spaces shall be dedicated solely as ~~to serve the Market's renovated Shed 1~~ ("Public Market Parking"). The Public Market Parking shall be separated from the other required public and private parking in the retail/parking/residential development parking and shall at all times be available for public use.
- A building permit(s) for the Public Market Parking shall be applied for no later than ~~July 1, 2015~~ December 31, 2015.
- Building permit(s) to develop the community garden and athletic/futsal fields shall be applied for, and construction shall commence, no later than ~~April 1, 2015~~ January 1, 2017.
- 2101 and 2111 Taylor Street ~~western-most~~ building will be demolished by 2111 Taylor Street, Ltd. The building will be ~~remaining structure is to be~~ redeveloped for use as: (1) residential/restaurant and/or retail space and/or (2) a new boutique hotel, in either case with an open band shell, and a roof-top deck.
- Building permit for the redevelopment of 2101 and 2111 Taylor Street shall be applied for, and construction shall commence, no later than ~~April 1, 2015~~ April 1, 2016.

DFM Developer, Ltd., has completed majority of the Farmers Market Redevelopment Phase I project requirements. The requested changes are: (a) remove the purchase of the public market parking/air rights requirement from Farmers Market Redevelopment, Phase I project; and (b) include Atmos gas pipeline installation and environmental/demolition as an eligible budget category with no increase in the TIF funding. The revised public improvement budget shows the amended list of eligible TIF expenditures.

In the course of construction, the developer discovered additional utility work was needed related to the installation of a new Atmos gas line. This is an eligible TIF expenditure but was not anticipated at the beginning of the project. Cost savings related to other line items in the project budget for this phase of work will enable this to be done without increasing the total project budget. Other TIF eligible expenditures were modified and reflected in the amended TIF eligible project budget.

DFM Developer, Ltd., is upgrading/installing the Atmos gas pipeline from a two-inch low grade pressure gas pipeline to six-inch high pressure gas pipeline to meet the projected demands of the new development. New budget category, environmental/demolition is added to reflect the extensive environmental remediation work required for the project.

BACKGROUND (Continued)

The developer initially anticipated selling air rights for a public parking facility to the City of Dallas prior to the beginning of construction of the garage. Instead, the City and developer agreed to a City purchase the air rights and garage, and upon project completion. Separate items authorizing a Purchase and Sale agreement for the air rights and completed garage will replace the requirement previously set out in this agreement. Additionally, the development agreement related to the Harvest Lofts Mixed Use project will be amended.

On January 13, 2014, pursuant to Section 7 of City Council Resolution No. 14-0994, City Council approved the Farmers Market Redevelopment Phase I project to extend the air rights sale from July 1, 2014 to December 31, 2017 to eliminate cost overruns and improve the process. However, the deadline extension also is delaying the TIF reimbursement for the project.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, the Farmers Market TIF District by Ordinance No. 23521.

On August 25, 1999, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District, as amended, by Ordinance No. 24001.

On February 27, 2013, by Resolution No. 13-0447, the City Council approved a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd.

On November 15, 2013, Director of the Office of Economic Development approved one year project deadline extension for the Master Agreement for Redevelopment of the Dallas Farmers Market.

On May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the Master Agreement for Redevelopment of the Dallas Farmers Market to extend project deadlines.

On May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

FISCAL INFORMATION

No cost consideration to the City

June 10, 2015

WHEREAS, the City recognizes the importance of its role in local economic development initiatives and programs; and

WHEREAS, the City wishes to encourage the development of a 12 acre tract of land located southeast of the corner of Harwood Street and Marilla Street in downtown Dallas, known as the Dallas Farmers Market; and

WHEREAS, prior to 2013, the Dallas Farmers Market has sustained operating losses for the last several years and the City desires to allow market operations to be managed privately without ongoing financial support from the City; and

WHEREAS, the City of Dallas issued an RFP to find a developer to manage market operations and maximize City revenues from the site and selected the proposal submitted by the DFM Developer, Ltd.; and

WHEREAS, on May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, the Farmers Market TIF District by Ordinance No. 23521; and

WHEREAS, on August 25, 1999, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District, as amended, by Ordinance No. 24001; and

WHEREAS, on February 27, 2013, by Resolution No. 13-0447, the City Council approved a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd.; and

WHEREAS, on November 15, 2013, Director of the Office of Economic Development approved one year project deadline extension for the Master Agreement for Redevelopment of the Dallas Farmers Market; and

WHEREAS, on May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the Master Agreement for Redevelopment of the Dallas Farmers Market to extended project deadlines; and

WHEREAS, on May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments; and

WHEREAS, the redevelopment of the Dallas Farmers Market, under the proposal submitted, will maintain and improve farmers market operations, create new annual property tax and sales tax revenue and create a downtown destination attractive to visitors, downtown residents and the greater community.

June 10, 2015

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to amend the Master Agreement with DFM Developer, Ltd., previously approved on February 27, 2013, by Resolution No. 13-0447.

Section 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 3. That Section 3 of Exhibit A, Resolution No 13-0447 is amended as follows:

- ~~Demolition permit for the kiosk shall be applied for no later than September 1, 2014~~ Proof of kiosk demolition (pictures) by December 31, 2014.
- Building permit for the new retail/parking/residential structure to be constructed on the Shed 3 and Shed 4 tracts shall be applied for, and construction shall commence, no later than ~~July 1, 2015~~ December 31, 2015.
- A minimum 622 parking spaces (public, private and surface parking spaces) shall be provided with in the overall project to support the Farmers Market Redevelopment project.
- A minimum of ~~476~~ 300 public parking spaces shall be constructed at Level 1 (at grade) and lower lever, which is to be built as part of the retail/parking/residential development on the Shed 3 and Shed 4 tracts, and which spaces shall be dedicated solely as ~~to serve the Market's renovated Shed 1~~ ("Public Market Parking"). The Public Market Parking shall be separated from the other required public and private parking in the retail/parking/residential development parking and shall at all times be available for public use.
- A building permit(s) for the Public Market Parking shall be applied for no later than ~~July 1, 2015~~ December 31, 2015.
- Building permit(s) to develop the community garden and athletic/futsal fields shall be applied for, and construction shall commence, no later than ~~April 1, 2015~~ January 1, 2017.
- 2101 and 2111 Taylor Street ~~western-most~~ building will be demolished by 2111 Taylor Street, Ltd. The building will be ~~remaining structure is to be~~ redeveloped for use as: (1) residential/restaurant and/or retail space and/or (2) a new boutique hotel, in either case with an open band shell, and a roof-top deck.
- Building permit for the redevelopment of 2101 and 2111 Taylor Street shall be applied for, and construction shall commence, no later than ~~April 1, 2015~~ April 1, 2016.

Section 4. That with the exception of the changes to the Exhibit A, all other requirements of Resolution No. 13-0047 will remain in full force and effect.

June 10, 2015

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

June 10, 2015

WHEREAS, the City recognizes the importance of its role in local economic development initiatives and programs; and

WHEREAS, on May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, (Farmers Market TIF District), in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the Farmers Market area through the use of tax increment financing by Ordinance No. 23521, as amended; and

WHEREAS, on August 25, 1999, City Council authorized the Farmers Market TIF District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 24001, as amended; and

WHEREAS, on February 27, 2013, by Resolution No. 13-0447, City Council authorized a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd; and

WHEREAS, on March 27, 2013, by Ordinance No. 28951, City Council authorized amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property; and

WHEREAS, on June 26, 2013, by Resolution Nos. 13-1156 and 13-1157, the City Council authorized a Development Agreement for TIF-Eligible Project Costs Supporting the Farmers Market Redevelopment, Phase I, Project ("Development Agreement") with DFM Developer, Ltd., in an amount not to exceed \$1,664,832; and

WHEREAS, on January 13, 2014, pursuant to Section 7 of City Council Resolution No. 13-1156 and the Development Agreement, the Farmers Market TIF Board of Directors reviewed and recommended that the Director of the Office of Economic Development approve the deadline for the completion of the purchase of the public market parking/air rights contained from January 1, 2014 to July 1, 2014; and

WHEREAS, on June 25, 2014, by Resolution No 14-0994, City Council authorized an amendment to the development agreement with DFM Developer, Ltd. for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase I project to extend completion of the purchase of the public market parking/air rights from July 1, 2014 (prior to start of construction of public garage) to December 31, 2017 (after completion of private construction of garage and purchase by City);(a) remove the purchase of the public market parking/air rights requirement from Farmers Market Redevelopment, Phase I development agreement; and (b) include Atmos gas pipeline installation and environmental/demolition as an eligible budget category with no increase in the TIF funding; and

June 10, 2015

WHEREAS, on May 4, 2015, Farmers Market TIF Board of Directors reviewed and approved an amendment to the Development Agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase I project to: (a) remove the purchase of the public market parking/air rights requirement from Farmers Market Redevelopment, Phase I development agreement; and (b) include Atmos gas pipeline installation and environmental/demolition as an eligible budget category with no increase in the TIF funding; and

WHEREAS, on May 18, 2015, the Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

NOW THEREFORE,

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

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute additional amendments to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase I project, previously approved on June 26, 2013, by Resolution Nos. 13-1156 and 13-1157 and amended on June 25, 2014, by Resolution No. 14-0994, to: (a) remove the purchase of the public market parking/air rights requirement from Farmers Market Redevelopment, Phase I development agreement; and (b) include Atmos gas pipeline installation and environmental/demolition as an eligible budget category with no increase in the TIF funding, and replace **Exhibit A** with revised, **Public Improvements** that reflect changes in the TIF eligible expenditures.

Section 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 3. That Exhibit C, Public Improvements, of Resolution Nos. 13-1156 and 13-1157 will be replaced by the attached **Exhibit A, Public Improvements**.

Section 4. That Section 1 of Resolution No. 14-0994 will be removed.

Section 5. That with the exception of the sections above, all other requirements of Resolution Nos. 13-1156 and 13-1157, as amended by Resolution No. 14-0994, will remain in full force and effect.

Section 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

Exhibit A

OLD Farmers Market Redevelopment, Phase I Public Improvement Cost		
Description	OLD Amount	REVISED Amount
2111 / 2101 Taylor Street building	Detail Costs	
Contingency/Architectural	\$ 12,466	
Asbestos Survey	2,200	
Demolition of 2101 Taylor Street	33,300	
Abatement of Asbestos	37,951	
Engineering	17,750	
Air Quality Monitoring	10,000	
Consulting	353	
Temporary Green Space Grading /Irrigation	25,000	
	\$ 139,020	
Kiosk building on Pearl Street and Taylor Street Streetscape		
Demolition of Kiosk Bldg. on Pearl St.	\$ 50,000	
Architectural demolition plans	15,000	
Architectural design fee for Pearl and Taylor Street streetscape	242,500	
	\$ 307,500	
Sheds 3 and 4 / Mixed use development		
Architectural design fee for the public garage	\$ 275,000	
Purchase of Air Rights for Public Parking Facility	210,000	
Architectural design fee for streetscaping around shed 3 and 4	398,305	
Contingency for all Architectural	99,960	
Subsurface Investigation for Sheds 3 and 4	19,935	
Utilities 84" Storm Pipe Alignment	5,000	
	\$ 1,008,200	
Remote parking area / Futsal field		
Architectural design fees	\$ 19,935	
	\$ 5,000	
Contingency		
Subsurface Investigation	\$ 197,982	
TIF Funding Phase I	\$ 5,185	
	\$ 6,945	
	5,000	
	197,982	
	210,112	
TIF Funding Phase I Totals, OLD Budget	1,664,832	
Farmers Market Redevelopment, Phase I Revised Public Improvement Cost		
REVISED Pearl Street and Taylor Street		
Testing	\$ 2,832	
Taylor Street Truck Dock Design - Streetscape	\$ 1,000	
Streetscape	\$ 15,813	
Architectural	\$ 318,900	
Contingency	\$ 15,413	
Oversight/Supervision	\$ 171,000	
REVISED 2111 / 2101 Taylor Street Environmental	\$ 3,172	
NEW Pearl/Taylor gas line installation	\$ 194,850	
REVISED Pearl Street and Taylor Street Streetscape/Gas Line/Environmental		\$ 722,980
REVISED Shed 3 and 4/Mixed-use Development		
Architectural design fee for the public garage REVISED	\$ 325,591	
Shed 3 and 4 Asbestos abatement/consultant	\$ 109,658	
Shed 3 and 4 demolition	\$ 220,328	
Environmental	\$ 86,539	
Utilities 84" Storm Pipe Alignment REVISED	\$ 16,546	
Topographical Survey	\$ 38,927	
contingency	\$ 20,000	
REVISED Shed 3 and 4/Mixed-use Development		\$ 817,590
REVISED Remote parking area / Futsal field		
REVISED Architectural design	\$ 86,210	
REVISED Environmental	\$ 10,065	
REVISED Topographical Survey	\$ 18,000	
REVISED Remote parking area / Futsal field		\$ 114,275
NEW Shed 2 Asbestos and Environmental		\$ 9,988
Phase I TIF Funding		\$ 1,664,832

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 R

SUBJECT

Authorize an amendment to the development agreement with DF Market 2, LLC, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Shed 2 project, previously approved on December 11, 2013, by Resolution Nos. 13-2098 and 13-2099, to extend project deadlines - Financing: No cost consideration to the City

BACKGROUND

In 2013, the City Council selected DFM Developer, Ltd., through competitive bidding process to redevelop Dallas Farmers Market area. The Master Agreement outlined the recommended City financial incentives for the project and required investment and ongoing operational restrictions for the developer.

After the approval of the Master Agreement, City Council also authorized various agreements associated with the redevelopment of the Dallas Farmers Market with DFM Developer, Ltd., and affiliates, (Brian Bergersen, Owner/Developer), which outlined a redevelopment plan for the Dallas Farmers Market. The approved redevelopment plan includes:

- (A) **Shed 1 Project** - renovation and operation as a marketplace for local farmers and farm merchants and vendors to sell produce and other farm-related products;
- (B) **Shed 2 Project** - renovation for use by restaurants, specialty food vendors, other retail vendors, and a beer garden;
- (C) **Harvest Lofts Mixed Use Project** - development of retail, residential, and parking uses (including public parking for the market);

BACKGROUND (Continued)

- (D) **2101 and 2111 Taylor Street Project** - development of residential uses; and
- (E) **Futsal Project** – use of former remote parking area for a community garden and futsal fields.

Farmer Market Redevelopment efforts were initiated, as planned, in early 2014. However, unexpected complexities and interdependent project elements are delaying the project progress. Specifically, unforeseen issues related to utilities, right-of-way and delays in HUD's final financing commitment to the Harvest Lofts Mixed Use Project. These delays necessitate several minor changes to various contracts related to components of the project. This item relates to changes in the Shed II agreement.

Current amendment under consideration is part of the Farmers Market Redevelopment Phase II for the Shed 2 Project. DFM Developer, Ltd., recommends extending the contractual deadlines for the project start date from October 1, 2014 to August 1, 2015 and extending the contractual date for project completion date from December 31, 2015 to December 31, 2016.

The developer has closed on the financing for this project and expects to begin construction immediately and be completed in 2015.

The existing Shed 2 of approximately 28,000 square feet, will be renovated to showcase a variety of Dallas based restaurants and specialty food vendors. The improvements also include construction of a public "beer garden" located at the southeast corner of Harwood Street and Marilla Street.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, Farmers Market TIF District by Ordinance No. 23521, as amended.

On August 25, 1999, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District by Ordinance No. 24001, as amended.

On February 27, 2013, by Resolution No. 13-0447, the City Council approved a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd.

On March 27, 2013, by Ordinance No. 28951, the City Council approved amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property.

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

On December 11, 2013, by Resolution Nos. 13-2098 and 13-2099, City Council authorized a development agreement with DF Market 2, LLC, to provide funding for the renovation of the Shed 2 Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$355,477 from Farmers Market TIF revenues in accordance with the development agreement.

On May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the development agreement with DF Market 2, LLC, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Shed 2 project to extended project deadlines.

On May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

FISCAL INFORMATION

No cost consideration to the City.

OWNER

DF Market 2, LLC

Brian Bergersen
Owner/Developer

DEVELOPER

DF Market 2, LLC

Brian Bergersen
Owner/Developer

June 10, 2015

WHEREAS, the City recognizes the importance of its role in local economic development initiatives and programs; and

WHEREAS, on May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, (Farmers Market TIF District), in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the Farmers Market area through the use of tax increment financing by Ordinance No. 23521, as amended; and

WHEREAS, on August 25, 1999, City Council authorized the Farmers Market TIF District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 24001, as amended; and

WHEREAS, on February 27, 2013, by Resolution No. 13-0447, City Council authorized a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd; and

WHEREAS, on March 27, 2013, by Ordinance No. 28951, the City Council authorized amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property; and

WHEREAS, on December 11, 2013, by Resolution Nos. 13-2098 and 13-2099, City Council authorized a development agreement with DF Market 2, LLC, to provide funding for the renovation of the Shed 2 Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$355,477 from Farmers Market TIF revenues in accordance with the development agreement - Not to exceed \$355,477; and

WHEREAS, on May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the an amendment to the development agreement with DF Market 2, LLC, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Shed 2 project, to extend project deadlines; and

WHEREAS, on May 18, 2015, the Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

NOW THEREFORE,

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

June 10, 2015

Section 1. That the City Manager upon approval as to form by the City Attorney is hereby authorized to amend the development agreement with DF Market 2, LLC, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Shed 2 project, previously approved on December 11, 2013, by Resolution Nos. 13-2098 and 13-2099, to extend project deadlines.

Section 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 3. That Section 6 of Resolution No 13-2098 is amended as follows:

- Pull a building permit for Shed 2 Project by ~~October 1, 2014~~ August 1, 2015;
- Invest a minimum of \$1,784,987 for Shed 2 improvements by ~~December 31, 2015~~ December, 31, 2016;
- Complete the public improvements associated with Shed 2 and obtain a final certificate of acceptance issued by the City by ~~December 31, 2015~~ December, 31, 2016; and
- Execute an operating and maintenance agreement for the “non-standard public improvements” in the public right-of-way associated with the project by ~~December 31, 2015~~ December, 31, 2016. For purposes of this Agreement, “non-standard public improvements” means improvements which exceed City’s standard design requirements as determined by City’s Department of Public Works as agreed by Owner, but does not include any standard paved roadways or below grade improvements, such as water, storm water, sanitary sewer or other standard utility systems. The Owner will be required to maintain the non-standard improvements under the operating and maintenance agreement from the time of their completion through ~~October 1, 2035~~ October 1, 2036.

Section 4. That with the exception of the sections above, all other requirements of Resolution Nos. 13-2098 and 13-2099 will remain in full force and effect.

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 R

SUBJECT

Authorize an amendment to the development agreement with Taylor Street 2111, LP, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, 2101 and 2111 Taylor Street project, previously approved on December 11, 2013, by Resolution Nos. 13-2102 and 13-2103, to extend project deadlines - Financing: No cost consideration to the City

BACKGROUND

In 2013, the City Council selected DFM Developer, Ltd., through competitive bidding process to redevelop the Dallas Farmers Market area. The Master Agreement outlined the recommended City financial incentives for the project and required investment and ongoing operational restrictions for the developer.

After the approval of the Master Agreement, City Council also authorized various agreements associated with the redevelopment of the Dallas Farmers Market with DFM Developer, Ltd. and affiliates, (Brian Bergersen, Owner/Developer), which outlined a redevelopment plan for the Dallas Farmers Market. The approved redevelopment plan includes:

- (A) **Shed 1 Project** - renovation and operation as a marketplace for local farmers and farm merchants and vendors to sell produce and other farm-related products;
- (B) **Shed 2 Project** - renovation for use by restaurants, specialty food vendors, other retail vendors, and a beer garden;
- (C) **Harvest Lofts Mixed Use Project** - development of retail, residential, and parking uses (including public parking for the market);

BACKGROUND (Continued)

- (D) **2101 and 2111 Taylor Street Project** - development of residential uses; and
- (E) **Futsal Project** – use of former remote parking area for a community garden and futsal fields.

Farmer Market Redevelopment efforts were initiated, as planned, in early 2014. However, unexpected complexities and interdependent project elements are delaying the project progress. Specifically, unforeseen issues related to utilities, right-of-way and delays in HUD's final financing commitment to the Harvest Lofts Mixed Use Project. These delays necessitate several minor changes to various contracts related to components of the project. This item relates to changes in the agreement related to the redevelopment of the Taylor Buildings.

Current amendment under consideration is part of the Farmers Market Redevelopment Phase II for the 2101 and 2111 Taylor Street project. Taylor Street 2111, LP is requesting that the contractual deadline for beginning project construction be extended from April 1, 2015 until April 1, 2016 and that the contractual completion date for the project be extended from December 31, 2016 to December 31, 2018.

Taylor Street 2101 and 2111 project will include approximately 25,000 square feet of commercial restaurant / retail, plus 60 residential units and 60 parking spaces.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, Farmers Market TIF District by Ordinance No. 23521, as amended.

On August 25, 1999, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District by Ordinance No. 24001, as amended.

On February 27, 2013, by Resolution No. 13-0447, the City Council approved a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd.

On March 27, 2013, by Ordinance No. 28951, the City Council approved amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property.

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

On December 11, 2013, by Resolution Nos. 13-2102 and 13-2103, City Council authorized a development agreement with Taylor Street 2111, LP, to provide funding for the 2101 and 2111 Taylor Street Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$3,553,480 from Farmers Market TIF revenues in accordance with the development agreement.

On May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the development agreement with Taylor Street 2111, LP, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, 2101 and 2111 Taylor Street project, to extend project deadlines.

On May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

FISCAL INFORMATION

No cost consideration to the City

OWNER

DEVELOPER

Taylor Street 2111, LP

Taylor Street 2111, LP

Brian Bergersen
Owner/Developer

Brian Bergersen
Owner/Developer

June 10, 2015

WHEREAS, the City recognizes the importance of its role in local economic development initiatives and programs; and

WHEREAS, on May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, (Farmers Market TIF District), in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the Farmers Market area through the use of tax increment financing by Ordinance No. 23521, as amended; and

WHEREAS, on August 25, 1999, City Council authorized the Farmers Market TIF District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 24001, as amended; and

WHEREAS, on February 27, 2013, by Resolution No. 13-0447, City Council authorized a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd; and

WHEREAS, on March 27, 2013, by Ordinance No. 28951, City Council authorized amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property; and

WHEREAS, on December 11, 2013, by Resolution Nos. 13-2102 and 13-2103, City Council authorized a development agreement with Taylor Street 2111, LP, to provide funding for the 2101 and 2111 Taylor Street Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$3,553,480 from Farmers Market TIF revenues in accordance with the development agreement; and

WHEREAS, on May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the development agreement with Taylor Street 2111, LP, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, 2101 and 2111 Taylor Street project, to extend project deadlines; and

WHEREAS, on May 18, 2015, a memo was presented to the Economic Development Committee on the amendments to the Development Agreements.

NOW THEREFORE,

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

June 10, 2015

Section 1. That the City Manager upon approval as to form by the City Attorney is hereby authorized to amend the development agreement with Taylor Street 2111, LP, for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, 2101 and 2111 Taylor Street project, previously approved on December 11, 2013, by Resolution Nos. 13-2102 and 13-2103, to: (a) extend the start date from April 1, 2015 to April 1, 2016; (b) extend the completion date from December 31, 2016 to December 31, 2018; and (c) all related matters here to.

Section 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 3. That Section 6 of Resolution No 13-2102 is amended as follows:

- Pull a building permit by ~~April 1, 2015~~ April 1, 2016;
- Invest a minimum of \$17,800,000 for Taylor Street project by ~~December 31, 2016~~ December 31, 2018;
- Complete the public improvements associated with the Taylor Street Project and obtain a final certificate of acceptance issued by the City by ~~December 31, 2016~~ December 31, 2018;
- Execute an operating and maintenance agreement for the “non-standard public improvements” in the public right-of-way associated with the Taylor Street Project by ~~December 31, 2016~~ December 31, 2018. For purposes of this Agreement, “non-standard public improvements” means improvements which exceed City’s standard design requirements as determined by City’s Department of Public Works as agreed by Owner, but does not include any standard paved roadways or below grade improvements, such as water, storm water, sanitary sewer or other standard utility. The Owner will be required to maintain the non-standard improvements under the operating and maintenance agreement from the time of their completion through ~~October 1, 2035~~ October 1, 2037; and
- Market the residential units pursuant to an affirmative fair housing marketing plan approved by the City from the time of their completion through ~~December 31, 2031~~ December 31, 2033.

Section 4. That with the exception of the sections above, all other requirements of Resolution Nos. 13-2102 and 13-2103 will remain in full force and effect.

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 R

SUBJECT

Authorize an amendment to the development agreement with FM Futsal, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Futsal project, previously approved on December 11, 2013, by Resolution Nos. 13-2104 and 13-2105, to extend project deadlines - Financing: No cost consideration to the City

BACKGROUND

In 2013, the City Council selected DFM Developer, Ltd., through competitive bidding process to redevelop Dallas Farmers Market area. The Master Agreement outlined the recommended City financial incentives for the project and required investment and ongoing operational restrictions for the developer.

After the approval of the Master Agreement, City Council also authorized various agreements associated with the redevelopment of the Dallas Farmers Market with DFM Developer, Ltd. and affiliates, (Brian Bergersen, Owner/Developer), which outlined a redevelopment plan for the Dallas Farmers Market. The approved redevelopment plan includes:

- (A) **Shed 1 Project** - renovation and operation as a marketplace for local farmers and farm merchants and vendors to sell produce and other farm-related products;
- (B) **Shed 2 Project** - renovation for use by restaurants, specialty food vendors, other retail vendors, and a beer garden;
- (C) **Harvest Lofts Mixed Use Project** - development of retail, residential, and parking uses (including public parking for the market);

BACKGROUND (Continued)

- (D) **2101 and 2111 Taylor Street Project** - development of residential uses; and
- (E) **Futsal Project** – use of former remote parking area for a community garden and futsal fields.

Farmer Market Redevelopment efforts were initiated, as planned, in early 2014. However, unexpected complexities and interdependent project elements are delaying the project progress. Specifically, unforeseen issues related to utilities, right-of-way and delays in HUD's final financing commitment to the Harvest Lofts Mixed Use Project. These delays necessitate several minor changes to various contracts related to components of the project. This item relates to changes in the Futsal site agreement.

The Futsal site, the remote parking lot is being used a construction staging area, because of that the project is being delayed further.

Current amendment under consideration is part of the Farmers Market Redevelopment Phase II for the Futsal project. FM Futsal, Ltd., is requesting to extend the contractual date to start construction on the project from April 1, 2015 to January 1, 2017 and extend the contractual project completion date from December 31, 2015 to April 1, 2017.

The Futsal Project will be located at the existing site of approximately 1.8 acres of remote parking area. The area will be redeveloped to create futsal fields, a fitness track and a community garden. The improvements include three futsal fields, walking/jogging trail, aluminum bleacher seating, lighting, restrooms and storage.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, Farmers Market TIF District by Ordinance No. 23521, as amended.

On August 25, 1999, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District by Ordinance No. 24001, as amended.

On February 27, 2013, City Council authorized a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd., by Resolution No. 13-0447.

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

On March 27, 2013, City Council authorized amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property, by Ordinance No. 28951.

On December 11, 2013, City Council authorized a development agreement with FM Futsal, Ltd., to provide funding for the Futsal Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$589,888 from Farmers Market TIF revenues in accordance with the development agreement, by Resolution Nos. 13-2104 and 13-2105.

On May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the development agreement with FM Futsal, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Futsal project, to extend project deadlines.

On May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

FISCAL INFORMATION

No cost consideration to the City

OWNER

FM Futsal, Ltd.

Brian Bergersen
Owner/Developer

DEVELOPER

FM Futsal, Ltd.

Brian Bergersen
Owner/Developer

June 10, 2015

WHEREAS, the City recognizes the importance of its role in local economic development initiatives and programs; and

WHEREAS, on May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, (Farmers Market TIF District), in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the Farmers Market area through the use of tax increment financing by Ordinance No. 23521, as amended; and

WHEREAS, on August 25, 1999, City Council authorized the Farmers Market TIF District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 24001, as amended; and

WHEREAS, on February 27, 2013, by Resolution No. 13-0447, City Council authorized a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd.; and

WHEREAS, on March 27, 2013, by Ordinance No. 28951, City Council authorized amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property; and

WHEREAS, on December 11, 2013, by Resolution Nos. 13-2104 and 13-2105, City Council authorized a development agreement with FM Futsal, Ltd., to provide funding for the Futsal Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$589,888 from Farmers Market TIF revenues in accordance with the development agreement; and

WHEREAS, on May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the development agreement with FM Futsal, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Futsal project, to extend project deadlines; and

WHEREAS, on May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

NOW THEREFORE,

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

June 10, 2015

Section 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to amend the development agreement with FM Futsal, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Futsal project, previously approved on December 11, 2013, by Resolution Nos. 13-2104 and 13-2105, to extend project deadlines.

Section 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 3. That Section 6 of Resolution No 13-2104 is amended as follows:

- a. Pull a building permit by ~~April 1, 2015~~ January 1, 2017;
- b. Invest a minimum of \$1,500,000 in the Futsal Project by ~~December 31, 2015~~ December 31, 2018;
- c. Complete the public improvements associated with Futsal Project and obtain a final certificate of acceptance issued by the City by ~~December 31, 2015~~ December 31, 2018; and
- d. Execute an operating and maintenance agreement for the “non-standard public infrastructure improvements” in the public right-of-way associated with the Futsal Project by ~~December 31, 2015~~ December 31, 2018. For purposes of this Agreement, “non-standard public improvements” means improvements which exceed City’s standard design requirements as determined by City’s Department of Public Works as agreed by Owner, but does not include any standard paved roadways or below grade improvements, such as water, storm water, sanitary sewer or other standard utility systems. The Owner will be required to maintain the non-standard improvements under the operating and maintenance agreement from the time of their completion through ~~October 1, 2035~~ October 1, 2038.

Section 4. That with the exception of the sections above, all other requirements of Resolution Nos. 13-2104 and 13-2105 will remain in full force and effect.

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 R

SUBJECT

Authorize an amendment to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Harvest Lofts Mixed Use project, previously approved on December 11, 2013, by Resolution Nos. 13-2100 and 13-2101, to: **(1)** extend project deadlines; **(2)** increase the TIF funding from \$8,536,486 to \$13,704,350 (an increase of \$5,167,864) to offset the cost of public parking garage and additional streetscape improvements; and **(3)** amend the TIF budget and include public parking garage as an eligible budget category - Not to exceed \$5,167,864 - Financing: Farmers Market TIF District Funds (subject to future appropriations)

BACKGROUND

In 2013, the City Council selected DFM Developer, Ltd., through competitive bidding process to redevelop Dallas Farmers Market area. The Master Agreement outlined the recommended City financial incentives for the project and required investment and ongoing operational restrictions for the developer.

After the approval of the Master Agreement, City Council also authorized various agreements associated with the redevelopment of the Dallas Farmers Market with DFM Developer, Ltd. and affiliates, (Brian Bergersen, Owner/Developer), which outlined a redevelopment plan for the Dallas Farmers Market. The approved redevelopment plan includes:

- (A) **Shed 1 Project** - renovation and operation as a marketplace for local farmers and farm merchants and vendors to sell produce and other farm-related products;
- (B) **Shed 2 Project** - renovation for use by restaurants, specialty food vendors, other retail vendors, and a beer garden;

BACKGROUND (Continued)

- (C) **Harvest Lofts Mixed Use Project** - development of retail, residential, and parking uses (including public parking for the market);
- (D) **2101 and 2111 Taylor Street Project** - development of residential uses; and
- (E) **Futsal Project** – use of former remote parking area for a community garden and futsal fields.

Farmer Market Redevelopment efforts were initiated, as planned, in early 2014. However, unexpected complexities and interdependent project elements are delaying the project progress. Specifically, unforeseen issues related to utilities, right-of-way and delays in HUD's final financing commitment to the Harvest Lofts Mixed Use Project. These delays necessitate several minor changes to various contracts related to components of the project. This item relates to changes in the MOU and initial TIF infrastructure agreement.

Under the original phasing plan related to the redevelopment of the Dallas Farmers Market, the parking garage built as part of the Harvest Lofts Mixed Use project was to be constructed by City of Dallas Public Works Department (PBW) after purchasing air-rights from DFM Developer Ltd., using City bond funds. This required purchase of the air rights for the garage prior to the start of the constructing public parking, and would have resulted in public bidding process and construction oversight from PBW. In an effort to reduce project costs and expedite the construction process, the Developer agreed to fund the public parking spaces up front and sell these spaces and the air rights associated with them to the City, upon project completion. This process eliminates the potential issues related to having a public and private contractor on site at the same time and reduces project risk for the City.

Construction costs of the Public Parking Garage are estimated to be \$8,149,535. The sources of funding for the parking garage will be: (1) 2006 Bond Funds; (2) Farmers Market Area Infrastructure Funds (land sale proceeds); (3) Public/Private Partnership Funds; and (4) future TIF increment revenues from the Farmers Market TIF District Funds, as they become available.

To facilitate the public parking garage purchase, the development agreement for the Harvest Lofts Mixed Use project will be amended to increase TIF funding for the public parking garage to \$4,667,875. To encourage pedestrian friendly streetscape and foster street vibrancy, stoops and steps are designed at lower level apartments, resulting in an additional funding of \$500,000.

The existing Shed 3 & 4 will be demolished. A new building will be constructed with 240 apartments (200,000 square feet for residential use) in 5-6 stories of wood frame and concrete frame construction, plus ground floor retail of approximately 16,000 square feet. This building will include 544 parking spaces (300 city owned public parking spaces and 244 private parking spaces).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, Farmers Market TIF District by Ordinance No. 23521, as amended.

On August 25, 1999, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District by Ordinance No. 24001, as amended.

On February 27, 2013, by Resolution No. 13-0447, the City Council approved a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd.

On March 27, 2013, by Ordinance No. 28951, the City Council approved amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property.

On December 11, 2013, by Resolution Nos. 13-2098 and 13-2099, City Council authorized a development agreement with DF Market 2, LLC, to provide funding for the renovation of the Shed 2 Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$355,477 from Farmers Market TIF revenues in accordance with the development agreement.

On May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Mixed-use development/Shed 3 and Shed 4 project to: (a) extend project deadlines; (b) increase the TIF funding from \$8,536,486 to \$13,704,350 (an increase of \$5,167,864) to offset the cost of public parking garage; and (c) amend the TIF budget and include public parking garage as an eligible budget category.

On May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

FISCAL INFORMATION

\$5,167,864 - Farmers Market TIF District Funds

OWNER

DFM Developer, Ltd.

Brian Bergersen
Owner/Developer

DEVELOPER

DFM Developer, Ltd.

Brian Bergersen
Owner/Developer

June 10, 2015

WHEREAS, the City recognizes the importance of its role in local economic development initiatives and programs; and

WHEREAS, the City, pursuant to Resolution No. 14-0993, on June 25, 2014, City Council authorized (1) adopted revised Public/Private Partnership Program – Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code, (the “Act”); and

WHEREAS, on May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, (Farmers Market TIF District), in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the Farmers Market area through the use of tax increment financing by Ordinance No. 23521, as amended; and

WHEREAS, on August 25, 1999, City Council authorized the Farmers Market TIF District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 24001, as amended; and

WHEREAS, on February 27, 2013, City Council authorized a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd., by Resolution No. 13-0447; and

WHEREAS, on March 27, 2013, City Council authorized amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property, by Ordinance No. 28951; and

WHEREAS, on December 11, 2013, City Council authorized a development agreement with DFM Developer, Ltd., to provide funding for the Mixed-use development/Shed 3 and Shed 4 Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$8,536,486 from Farmers Market TIF revenues in accordance with the development agreement - \$8,536,486, by Resolution Nos. 13-2100 and 13-2101; and

June 10, 2015

WHEREAS, on May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the development agreement with DFM Developer, Ltd., to: (a) extend project deadlines; (b) increase the TIF funding from \$8,536,486 to \$13,704,350 (an increase of \$5,167,864) to offset the cost of public parking garage; and (c) amend the TIF budget and include public parking garage as an eligible budget category; and

WHEREAS, on May 18, 2015, Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments; and

WHEREAS, the expenditure of TIF funds supporting this redevelopment project is consistent with promoting development and redevelopment of the Farmers Market TIF District in accordance with the purposes for its creation, the City's revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, as amended, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan, as amended, for the Farmers Market TIF District.

NOW THEREFORE,

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

Section 1. That the City Manager upon approval as to form by the City Attorney is hereby authorized to amend the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Harvest Lofts Mixed Used project, previously approved on December 11, 2013, by Resolution Nos. 13-2100 and 13-2101, to: (a) extend project deadlines; (b) increase the TIF funding from \$8,536,486 to \$13,704,350 (an increase of \$5,167,864) to offset the cost of public parking garage and streetscape improvements; and (c) amend the TIF budget and include public parking garage as an eligible budget category, as attached **Exhibit A**, Revised Budget.

Section 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 3. That the Chief Financial Officer is hereby authorized to encumber and disburse additional funds from future tax increments and subject to future appropriations from:

Farmers Market TIF District Fund

Fund 0036, Department ECO, Unit P846, Activity TFFM, Object 3016, Program No. FMTIF0009, CT ECOP846B251, Vendor No. VS0000079190 in an amount not to exceed \$5,167,864.

June 10, 2015

Section 4. That Section 6 of Resolution No 13-2100 is amended as follows:

- a. Pull a building permit by ~~July 1, 2015~~ December 31, 2015;
- b. Invest a minimum of \$28,000,000 for property acquisition cost and hard costs for construction by ~~December 31, 2016~~ December 31, 2017;
- d. Complete 240 residential units and 16,000 square feet of retail space and obtain a final certificate of occupancy by ~~December 31, 2016~~ December 31, 2017;
- e. Complete the public infrastructure improvements associated with the Mixed-use development/Shed 3 and Shed 4 Project and obtain a final certificate of acceptance by the City by ~~December 31, 2016~~ December 31, 2017;
- f. Execute an operating and maintenance agreement for the “non-standard public improvements” in the public right-of-way associated with the Mixed-use development/Shed 3 and Shed 4 Project by ~~December 31, 2016~~ December 31, 2017. For purposes of this Agreement, “non-standard public improvements” means improvements which exceed City’s standard design requirements as determined by City’s Department of Public Works as agreed by DFM Developer, Ltd., but does not include any standard paved roadways or below grade improvements, such as water, storm water, sanitary sewer or other standard utility systems. The Owner will be required to maintain the non-standard improvements under the operating and maintenance agreement from the time of their completion through ~~October 1, 2035~~ October 1, 2036; and
- g. Market the residential units pursuant to an affirmative fair housing marketing plan approved by the City from the time of their completion through ~~December 31, 2034~~ December 31, 2032.

Section 5. That with the exception of the sections above, all other requirements of Resolution Nos. 13-2100 and 13-2101 will remain in full force and effect.

Section 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

EXHIBIT A
Farmers Market Redevelopment, Phase II
Mixed-use Development/Shed 3 and Shed 4 Project
Revised Cost Estimate

ORIGINAL COST ESTIMATE

Description	Amount
Public Parking	\$0
TIF Grant - High Density/Parking	\$8,536,486
Total TIF Funding	\$8,536,486

Note: TIF funding for Harvest Lofts shall not exceed \$8,536,486

REVISED COST ESTIMATE

Description	Amount
Public Parking	\$4,667,875
TIF Grant - High Density/Design	\$9,036,475
Total TIF Funding	\$13,704,350

Note: TIF funding for Harvest Lofts shall not exceed \$13,704,350

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 2

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 45 R

SUBJECT

Authorize a purchase and sale agreement with FM City Park, LLC for: **(1)** the purchase of an air rights parcel which is part of the Harvest Development Land in an amount not to exceed \$439,530; and **(2)** the purchase of a completed public parking structure (300 public parking spaces), to be constructed by FM City Park, LLC in accordance with the City approved plans and set specifications in an amount not exceed \$7,710,005, total amount for both purchases not to exceed \$8,149,535 - Financing: Farmers Market Area Infrastructure Funds (\$1,153,571), 2006 Bond Funds (\$1,658,089), Public Private Partnership Funds (\$670,000), Farmers Market TIF Funds (\$4,667,875) (subject to appropriations)

BACKGROUND

In 2013, the City Council selected DFM Developer, Ltd., through competitive bidding process to redevelop Dallas Farmers Market area. The Master Agreement outlined the recommended City financial incentives for the project and required investment and ongoing operational restrictions for the developer.

After the approval of the Master Agreement, City Council also authorized various agreements associated with the redevelopment of the Dallas Farmers Market with DFM Developer, Ltd. and affiliates, (Brian Bergersen, Owner/Developer), which outlined a redevelopment plan for the Dallas Farmers Market. The approved redevelopment plan includes:

- (A) **Shed 1 Project** - renovation and operation as a marketplace for local farmers and farm merchants and vendors to sell produce and other farm-related products;
- (B) **Shed 2 Project** - renovation for use by restaurants, specialty food vendors, other retail vendors, and a beer garden;
- (C) **Harvest Lofts Mixed Use Project** - development of retail, residential, and parking uses (including public parking for the market);

BACKGROUND (Continued)

- (D) **2101 and 2111 Taylor Street Project** - development of residential uses; and
- (E) **Futsal Project** – use of former remote parking area for a community garden and futsal fields.

Farmers Market Redevelopment efforts were initiated, as planned, in early 2014. However, unexpected complexities and interdependent project elements are delaying the project progress. Specifically, unforeseen issues related to utilities, right-of-way and delays in HUD's final financing commitment to the Harvest Lofts Mixed Use Project. These delays necessitate several minor changes to various contracts related to components of the project. This item relates to the purchase and sale agreement related to the City's acquisition of the public parking spaces as part of the Harvest Lofts Mixed Use project.

Under the original phasing plan related to the redevelopment of the Dallas Farmers Market, the parking garage built as part of the Harvest Lofts Mixed Use project was to be constructed by City of Dallas Public Works (PBW) after purchasing air-rights from DFM Developer Ltd., using City bond funds. This required purchase of the air rights for the garage prior to the start of the constructing public parking, would have resulted in public and private contractor both working on site. In an effort to simplify the construction process, the Developer agreed to fund the public parking construction up front and sell the parking spaces and related air rights to the City upon project completion. This process eliminates the potential issues related to having a public and private contractor on site at the same time and reduces City project risk.

The agreed on price of the public parking spaces is \$8,149,535. This includes air rights valued (by appraisal) at \$439,530 and parking spaces valued (by construction costs) at \$7,710,005. The sources of funding for the parking garage are: (1) 2006 Bond Funds (\$1,658,089); (2) net proceeds from the sale of land in the Farmers Market to the development group (\$1,153,571); (3) subject to future authorization of a separate grant agreement or amendment to the Master Agreement, Public Private Partnership funds (\$670,000); and (4) future Farmers Market TIF District revenues as they become available (\$4,667,875).

Due to the Developer's HUD financing situation, the title to the land designated for the public parking garage was transferred from FM Harvest , LTD to one of the Developer's affiliate limited liability companies, FM City Parks, LLC. FM City Parks is a legally registered limited liability company owned and operated by the Developer."

On May 4, 2015, the Farmers Market TIF Board approved the purchase and sale agreement with FM Harvest, Ltd and recommended City Council's approval.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, the Farmers Market TIF District by Ordinance No. 23521, as amended.

On August 25, 1999, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Farmers Market TIF District by Ordinance No. 24001, as amended.

On February 27, 2013, by Resolution No. 13-0447, the City Council approved a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd.

On March 27, 2013, by Ordinance No. 28951, the City Council approved amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property.

On December 11, 2013, by Resolution Nos. 13-2100 and 13-2101, City Council authorized a development agreement with DFM Developer, Ltd., to provide funding for the Mixed-use development/Shed 3 and Shed 4 Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$8,536,486 from Farmers Market TIF revenues in accordance with the development agreement.

On May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Mixed-use development/Shed 3 and Shed 4 project to: (a) extend project deadlines; (b) increase the TIF funding from \$8,536,486 to \$13,704,350 (an increase of \$5,167,864) to offset the cost of public parking garage; and (c) amend the TIF budget and include public parking garage as an eligible budget category.

On May 18, 2015, the Economic Development Committee was briefed on the Farmers Market TIF District boundary amendment and Farmers Market Redevelopment Project amendments.

FISCAL INFORMATION

Farmers Market Area Infrastructure Funds	\$1,153,571.00
2006 Bond Funds	\$1,658,089.00
Public Private Partnership Funds	\$ 670,000.00
(Subject to Master Agreement Amendment or Separate Grant Agreement)	
Farmers Market TIF Funds	<u>\$4,667,875.00</u> (subject to appropriations)
Total Amount	\$8,149,535.00

OWNER

FM City Park, LLC

Brian Bergersen
Owner/Developer

DEVELOPER

FM City Park, LLC

Brian Bergersen
Owner/Developer

June 10, 2015

WHEREAS, the City recognizes the importance of its role in local economic development initiatives and programs; and

WHEREAS, the City, pursuant to Resolution No. 14-0993 approved by the City Council on June 25, 2014: (1) adopted revised Public/Private Partnership Program – Guidelines and Criteria, which established certain guidelines and criteria for the use of City incentive programs for private development projects; and (2) established programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the City of Dallas pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code, (the “Act”); and

WHEREAS, on May 27, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Six, (Farmers Market TIF District), in accordance with the Tax Increment Financing Act, as amended (V.T.C.A. Tax Code, Chapter 311, hereafter the "Act") to promote development and redevelopment in the Farmers Market area through the use of tax increment financing by Ordinance No. 23521, as amended; and

WHEREAS, on August 25, 1999, City Council authorized the Farmers Market TIF District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 24001, as amended; and

WHEREAS, on February 27, 2013, by Resolution No. 13-0447, the City Council approved a Master Agreement for the Redevelopment of the Dallas Farmers Market with DFM Developer, Ltd; and

WHEREAS, on March 27, 2013, by Ordinance No. 28951, the City Council approved amendments to the Farmers Market TIF Project and Financing Plan, including the expansion of the geographic boundaries of the TIF district to include the Dallas Farmers Market property; and

WHEREAS, on December 11, 2013, by Resolution Nos. 13-2100 and 13-2101, City Council authorized a development agreement with DFM Developer, Ltd., to provide funding for the Mixed-use development/Shed 3 and Shed 4 Project as part of the Farmers Market Redevelopment, Phase II located in Tax Increment Financing Reinvestment Zone Number Six (Farmers Market TIF District); and (2) the Farmers Market TIF District Board of Directors to dedicate up to \$8,536,486 from Farmers Market TIF revenues in accordance with the development agreement - \$8,536,486; and

June 10, 2015

WHEREAS, on May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved the Purchase and Sale agreement with FM City Park, LLC in an amount not to exceed a total of \$8,149,535 (\$439,530 for air rights and \$7,710,005 for the public parking garage) to be purchased and owned by the City of Dallas upon completion; and

WHEREAS, on May 4, 2015, the Farmers Market TIF Board of Directors reviewed and approved an amendment to the development agreement with DFM Developer, Ltd., for TIF-eligible improvements supporting the Farmers Market Redevelopment, Phase II, Mixed-use development/Shed 3 and Shed 4 project to: (a) extend project deadlines; (b) increase the TIF funding from \$8,536,486 to \$13,704,350 (an increase of \$5,167,864) to offset the cost of public parking garage; and (c) amend the TIF budget and include public parking garage as an eligible budget category; and

WHEREAS, the expenditure of TIF funds supporting this redevelopment project is consistent with promoting development and redevelopment of the Farmers Market TIF District in accordance with the purposes for its creation, the City's revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, as amended, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan, as amended, for the Farmers Market TIF District.

NOW, THEREFORE,

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

Section 1. That the City Manager is hereby authorized to execute, after approval as to form by City Attorney, a purchase and sale agreement with FM City Park, LLC for: (1) the purchase of an air rights parcel which is part of the Harvest Development Land in an amount not to exceed \$439,530; and (2) the purchase of a completed public parking structure (300 public parking spaces), to be constructed by FM City Park, LLC in accordance with the City approved plans and set specifications in amount not exceed \$7,710,005, total amount for both purchases not to exceed \$8,149,535.

Section 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 3. That the Chief Financial Officer is hereby authorized to encumber and disburse additional funds from future tax increments and subject to future appropriations from:

Fund 0036, Department ECO, Unit Q025, Activity TFFM, Object 4315, Program No. FMTIF0013, CT ECO1737G246, Vendor No. VS88464 in an amount not exceed \$4,667,875;

June 10, 2015

Section 3. (Continued)

Fund 1T40, Department PBW, Unit T820, Activity FMIM, Object 4315, Program No. PB06T820, CT ECO1737G246, Vendor No. VS88464 in an amount not exceed \$1,588,389.54;

Fund 7T40, Department PBW, Unit T820, Activity FMIM, Object 4315, Program No. PB06T820, CT ECO1737G246, Vendor No. VS88464 in an amount not exceed \$69,699.46;

Fund 0632, Department ECO, Unit 1737, Activity INFS, Object 4315, Program No. FMTIF0013, CT ECO1737G246, Vendor No. VS88464 in an amount that may exceed \$1,153,571;

Fund 0352, Department ECO, Unit 9992, Activity PPPF, Object 4315, Program No. FMTIF0013, CT ECO1737G246, Vendor No. VS88464 in an amount not exceed \$670,000; and

Total amount not to exceed \$8,149,535.

Section 4. That the encumbrance and disbursement of the Public Private Partnership Funds in an amount not to exceed \$670,000 as described in Section 3 is subject to future Council authorization of: (i) a grant agreement pursuant to the terms of the Master Agreement; or (ii) an amendment to the Master Agreement removing the requirement for a separate grant agreement.

Section 5. That the City Manager is hereby authorized to execute, after approval as to form by the City Attorney, a Purchase and Sale Agreement ("Agreement") to acquire the Public Parking Garage to be constructed by FM City Park, LLC located at the air rights parcel (part of the Harvest Development Land) , in Dallas, Texas, to be used for Public Market Parking.

Section 6. That the purchase price for the air rights parcel which is part of the Harvest Development Land in an amount not to exceed \$439,530, as determined by appraisal; and purchase price for the completed public parking structure (300 public parking spaces) to be constructed by FM City Park, LLC in accordance with the City approved plans and set specifications in amount not exceed \$7,710,005, total amount for both purchases not to exceed \$8,149,535, herein referred to as "Public Parking Garage" for the Farmers Market Redevelopment Project, such funding to be considered by the City Council at the time the Public Parking Garage is complete and at the time of Closing.

June 10, 2015

Section 7. That in addition to the conditions set out in Section 3 above, the Agreement is hereby expressly made subject to all of the following contingencies which must be performed or which must occur before the Closing:

- a. Pull a building permit by December 31, 2015;
- b. Construct Public Parking Garage with 300 public parking spaces as per the approved plans by the Office of Economic Development and City Design Studio by December 31, 2017;
- c. Designate 300 public parking spaces solely for the "Public Market Parking." The Public Market Parking shall be separate from the Private Parking spaces and shall be available for public use at all times. If public parking spaces are used for special events for a parking fee/rent, the parking income shall be distributed according to the agreed guidelines; and
- d. Execute Public Parking Garage Maintenance and Management Agreement establishing responsibilities, parking income distribution guidelines, and regulation for the maintenance and management of the Public Parking Garage before the Closing.

Section 8. That notwithstanding the conditions set out in this Resolution, nothing in the Resolution shall be construed as an obligation of the City to purchase the Public Parking Garage, such obligation to be created by future City Council action authorizing the funding for acquisition of the Public Parking Garage.

Section 9. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 6

DEPARTMENT: Office of Economic Development

CMO: Ryan S. Evans, 671-9837

MAPSCO: 11 A B C D E F G H J K L M N P Q R

SUBJECT

A public hearing to receive comments on amendments to Cypress Waters TIF District (the “District”) to: **(1)** modify the boundaries; **(2)** adjust the base year value of the District; **(3)** decrease the District’s total budget from \$65,698,683 NPV (approximately \$160,115,818 total dollars) to \$25,779,665 (approximately \$49,465,852 total dollars), a decrease of \$39,919,018 NPV (approximately \$110,649,966 total dollars) to reflect the early termination of the District after repayment of Phase I, II, DWU/Irving water/wastewater obligations, and funding of the public safety building; **(4)** correct the infrastructure/utility improvements category consistent with changes to state law to allow TIF funding to be used for infrastructure constructed outside the boundary if it benefits the District; **(5)** make corresponding modifications to the Cypress Waters TIF District boundary, budget, and Project and Reinvestment Zone Financing Plans; and **(6)** at the close of the public hearing, consideration of an ordinance amending Ordinance Nos. 28074 and 28224, previously approved on December 8, 2010 and June 8, 2011, to reflect these amendments - Financing: No cost consideration to the City

BACKGROUND

A public hearing is required any time the boundaries or budget of an existing TIF district is amended, or when the term of a district is extended. This public hearing is being held to hear comments on the following proposed amendments to the Cypress Waters TIF District boundary and its Project and Reinvestment Zone Financing Plans.

Boundary changes

Several parcels on the north side of the District, totaling 28 acres, are proposed to be removed from the District. They are isolated from the rest of the District and are outside of accessible City of Dallas services.

BACKGROUND (Continued)

These parcels are more efficiently served by the City of Irving and, thus, water and wastewater will be provided through a future inter-local agreement with Irving.

A vacant 6 acre property currently addressed at 700 East Belt Line Road is intended to be transferred to Irving as part of a future City boundary adjustment. As such, staff recommends that this parcel be removed from the Cypress Waters TIF District.

Three additional parcels are proposed to be removed because they will not benefit from the TIF District infrastructure.

In addition, the original boundary of the district anticipated changes to the future location of the lake edge. This proposed boundary incorporates an estimate of this future location. The final location of the lake edge is subject to future plat and survey work.

Because these properties are under an agricultural exemption, these changes modify the district's taxable base value by a negligible amount. The final amended tax base will be set after values are received from the Dallas Central Appraisal District.

Budget changes

Consistent with recent changes to state law, TIF funds may be committed to projects outside the boundaries of the District if such improvements benefit the District. The City is currently negotiating with the City of Irving on a more efficient way to provide water and wastewater service to the southern portion of the District. The proposed change to the Plan allows TIF funding to be used for this off-site infrastructure if needed in the future.

Because of the increased efficiency from this cooperation with Irving and the current success of the existing development in the district, the TIF board recommended an early termination of the Cypress Waters TIF District after repayment of the Phase I and II projects, funding of the DWU/Irving water and wastewater improvements if needed, and funding of the public safety building as listed in the revised budget. The early termination results in a reduction of the TIF budget from \$65 million net present value (NPV) to \$26 million (NPV). Additionally, since no TIF funding will be committed for any developer projects beyond the first two phases, the developer will not be required to provide affordable housing, nor follow the District's M/WBE or design review process for the remaining build out of the District.

BACKGROUND (Continued)

The Cypress Waters TIF District was created on December 8, 2010. The district is located north and east of the intersection of LBJ Freeway (I-635) and Belt Line Road and is entirely in the City of Dallas. The district represents the City's effort to provide a model for supporting the development of land near employment centers and to take full advantage of the planned expansion of the DART light rail system along the Cotton Belt Line.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 26, 2010, pursuant to Resolution No. 10-1348, City Council authorized the Cypress Waters Memorandum of Understanding ("MOU") to outline the strategies, future steps and conditions for the development of Cypress Waters. In addition to the creation of the Cypress Waters TIF District, the City consented to the creation of the Cypress Waters MMD pursuant to the strategies outlined in the MOU and the commitments made by the developer therein.

On December 8, 2010, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Nineteen, the Cypress Waters TIF District by Ordinance No. 28074, as amended.

On June 8, 2011, City Council authorized the Project Plan and Reinvestment Zone Financing Plan for the Cypress Waters TIF District by Ordinance No. 28224.

On May 11, 2015, the Cypress Waters TIF District Board of Directors recommended approval of the proposed TIF District and Project Plan amendments, a modification in the geographical boundary, changes to the budget of the District, and all other related changes.

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

On May 27, 2015, City Council authorized a public hearing to be held on June 10, 2015 to receive citizen comments on the proposed District and Project Plan amendments, including a change to the geographical boundary and budget of the District, and all other related changes, by Resolution No. 15-0941.

On June 1, 2015, a briefing is scheduled to be presented to the Economic Development Committee.

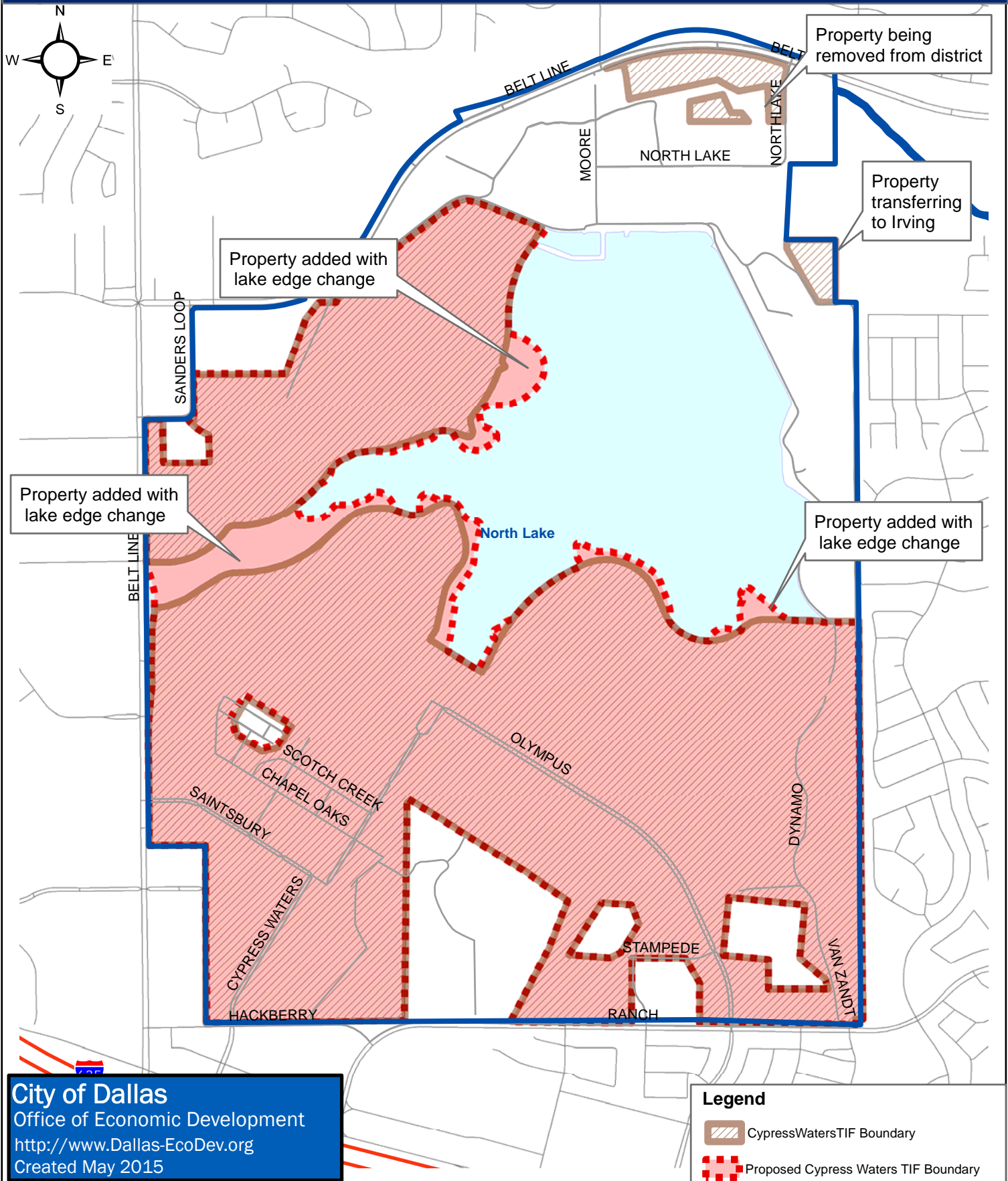
FISCAL INFORMATION

No cost consideration to the City

MAP

Attached.

Cypress Waters TIF District Location Map



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 28074, PREVIOUSLY APPROVED BY THE CITY COUNCIL ON DECEMBER 8, 2010 AND ORDINANCE NO. 28224, PREVIOUSLY APPROVED ON JUNE 8, 2011 TO: (1) MODIFY THE BOUNDARIES OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER NINETEEN, THE CYPRESS WATERS TIF DISTRICT (DISTRICT); (2) ADJUST THE BASE YEAR VALUE OF THE DISTRICT; (3) DECREASE THE DISTRICT'S TOTAL BUDGET FROM \$65,698,683 NPV (APPROXIMATELY \$160,115,818 TOTAL DOLLARS) TO \$25,779,665 (APPROXIMATELY \$49,465,852 TOTAL DOLLARS), A DECREASE OF \$39,919,018 NPV (APPROXIMATELY \$110,649,966 TOTAL DOLLARS) TO REFLECT THE EARLY TERMINATION OF THE DISTRICT AFTER REPAYMENT OF PHASE I, II, DWU/IRVING WATER/WASTEWATER OBLIGATIONS, AND FUNDING OF THE PUBLIC SAFETY BUILDING; (4) CORRECT THE INFRASTRUCTURE/UTILITY IMPROVEMENTS CATEGORY CONSISTENT WITH CHANGES TO STATE LAW TO ALLOW TIF FUNDING TO BE USED FOR INFRASTRUCTURE CONSTRUCTED OUTSIDE THE BOUNDARY IF IT BENEFITS THE DISTRICT; AND (5) MAKE CORRESPONDING MODIFICATIONS TO THE CYPRESS WATERS TIF DISTRICT BOUNDARY, BUDGET, AND PROJECT AND REINVESTMENT ZONE FINANCING PLANS; ESTABLISHING AN EFFECTIVE DATE; PROVIDING A SEVERABILITY CLAUSE; AND ENACTING OTHER MATTERS RELATED THERETO

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

WHEREAS, on December 8, 2010, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Nineteen (the Cypress Waters TIF District) in accordance with the Tax Increment Financing Act, as amended, V.T.C.A Texas Tax Code, Chapter 311 (the "Act") to promote development and redevelopment in the District through the use of tax increment financing by Ordinance No. 28074; and

WHEREAS, on June 8, 2011, City Council authorized the Cypress Waters TIF District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 28224; and

WHEREAS, the Act requires that if an amendment reduces or increases the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality, the approval must be by ordinance after the City holds a public hearing on such amendments and provide interested persons the opportunity to speak and present evidence for or against such amendments; and

WHEREAS, the City desires, by the calling and holding of such public hearing, to provide a reasonable opportunity for any owner of property located within the Cypress Waters TIF District, any other taxing districts, and any other interested persons to speak for or against the amendment; and

WHEREAS, on May 11, 2015, the Cypress Waters TIF Board of Directors recommended the following amendments to the Cypress Waters TIF District and the Project Plan and Reinvestment Zone Financing Plan for the Cypress Waters TIF District to (1) modify the boundaries; (2) adjust the base year value of the District; (3) decrease the District's total budget from \$65,698,683 NPV (approximately \$160,115,818 total dollars) to \$25,779,665 (approximately \$49,465,852 total dollars), a decrease of \$39,919,018 NPV (approximately \$110,649,966 total dollars) to reflect the early termination of the District after repayment of Phase I, II, and DWU/Irving water/wastewater obligations, and funding of the public safety building; (4) correct the infrastructure/utility improvements category consistent with changes to state law to allow TIF funding to be used for infrastructure constructed outside the boundary if it benefits the District; (5) make corresponding modifications to the Cypress Waters TIF District boundary, budget, and Project and Reinvestment Zone Financing Plans; and

WHEREAS, on May 27, 2015, City Council in accordance with the Tax Increment Financing Act, as amended, V.T.C.A Texas Tax Code, (Chapter 311), called a public hearing to be held on June 10, 2015, to hear citizen comments and concerns regarding the proposed District amendments and amended Project Plan for the District. That public hearing was duly held and closed.

NOW, THEREFORE,

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

SECTION 1. That Ordinance No. 28074 previously approved on December 8, 2010, as amended, and Ordinance No. 28224, previously approved on June 8, 2011, are hereby amended to: (1) modify the boundaries; (2) adjust the base year value of the District; (3) decrease the District's total budget from \$65,698,683 NPV (approximately \$160,115,818 total dollars) to \$25,779,665 (approximately \$49,465,852 total dollars), a decrease of \$39,919,018 NPV (approximately \$110,649,966 total dollars) to reflect the early termination of the District after repayment of Phase I, II, and DWU/Irving water/wastewater obligations, and funding of the public safety building; (4) correct the infrastructure/utility improvements category consistent with changes to state law to allow TIF funding to be used for infrastructure constructed outside the boundary if it benefits the District; (5) make corresponding modifications to the Cypress Waters TIF District boundary, budget, and Project and Reinvestment Zone Financing Plans consistent with the requirements and limitations of the Act, attached hereto as **Exhibit B**.

SECTION 2. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 3. That the amendments to the Project Plan and budget of the District will result in benefits to the City and the property included in the District.

SECTION 4. That Exhibit A-1 and Exhibit A-2 of Ordinance No. 28074, shall be completely deleted and the new attached **Exhibit A** shall be substituted therefore.

SECTION 5. That Exhibit A of Ordinance No. 28224, shall be completely deleted and the attached **Exhibit B** shall be substituted therefore.

SECTION 6. That the early termination of the Cypress Waters TIF District is in consideration for certain amendments to be authorized to the Cypress Waters Memorandum of Understanding originally approved by Resolution No. 10-1348 on May 26, 2010, such amendments include releasing the developer from the mixed income housing, M/WBE, and design review obligations for the remaining build-out of the District.

SECTION 7. That the Phase I and II and DWU/Irving water/wastewater obligations, and the funding of the public safety building improvements in the District will significantly enhance the value of all taxable real property in the District, but that no further developer-led projects shall be funded in the future with Cypress Waters TIF District revenues and that no Cypress Waters TIF District revenues shall be committed to the Cypress Waters Municipal Management District in the future.

SECTION 8. That Ordinance Nos. 28074, as amended, and 28224, as amended, will remain in full force and effect, save and except as amended by this ordinance.

SECTION 9. That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or un-enforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

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

APPROVED AS TO FORM

WARREN M. S. ERNST.
CITY ATTORNEY

By: 
Assistant City Attorney

Exhibit A

Cypress Waters TIF District Location Map

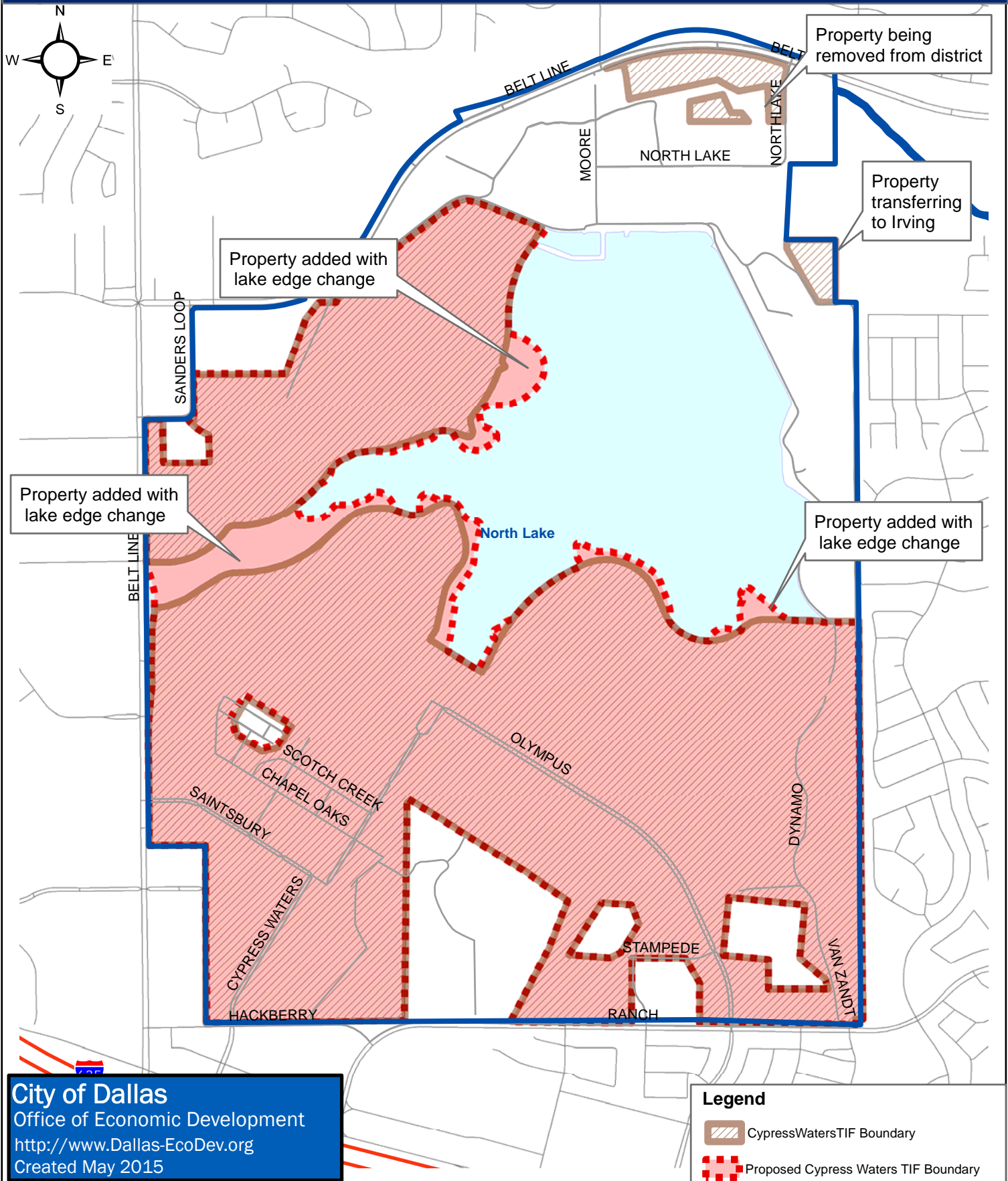


Exhibit B Cypress Waters

Tax Increment Financing District



Final Project Plan & Reinvestment Zone Financing Plan

June 8, 2011
Amended June 10, 2015

Acknowledgements

The Cypress Waters TIF District Project Plan and Reinvestment Zone Financing Plan was prepared by the City of Dallas, Office of Economic Development, based on an initial preliminary plan prepared by Billingsley Development Corporation. The Office of Economic Development wishes to acknowledge the efforts of everyone who contributed to the development of this plan, including the following organizations and individuals:

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Mayor Dwaine R. Caraway	Delia Jasso
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Tennell Atkins	Ann Margolin
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Angela Hunt	Steve Salazar

Former Dallas Mayor, Manager, and Attorney

Mayor Tom Leppert
Mary Suhm - City Manager
Sarah Hasib – Assistant City Attorney

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Section 1: Project Plan

Background

The Cypress Waters Tax Increment Financing (TIF) District represents the outgrowth of the City of Dallas' effort to provide a model for supporting the development of underdeveloped land within the City of Dallas near employment centers and to take full advantage of the planned expansion of the DART light rail system along the Cotton Belt Line.

On May 26, 2010, pursuant to Resolution No. 10-1348, the City Council authorized the Cypress Waters Memorandum of Understanding ("MOU") to outline the strategies, future steps and conditions for the funding of infrastructure improvements necessitated by the development of Cypress Waters in order to ensure a coordinated, master-planned development for Cypress Waters within the corporate limits of the City but outside accessible city services. The Cypress Waters TIF District was created and the City consented to the creation of the Cypress Waters MMD pursuant to the strategies outlined in the MOU and the commitments made by the Cypress Waters developer therein.

The Cypress Waters TIF District (the District) was established on December 8, 2010, in accordance with the MOU, to encourage the initial development of a large tract of undeveloped land within the City of Dallas (approximately 1,661 acres in total) surrounding North Lake. This District will promote the development of pedestrian-oriented traditional neighborhood development (TND) containing multifamily and residential development, a potential senior housing component, pedestrian-oriented retail development, and additional commercial development.

The District is located in the area north and east of the intersection of LBJ Freeway (I-635) and Belt Line Road, with the entire site being located within the City of Dallas. Upon initial approval, the District contained approximately 939 acres of contiguous undeveloped land adjacent to a 340-acre lake (upon the planned reduction of North Lake). The remaining property in the 1,661 acre area is non-TIF area, including proposed school sites, drilling sites, and a former power plant. Due to the remoteness of the property in the Cypress Waters TIF District from the remainder of the City of Dallas, fully developing the property requires significant public expenditures for infrastructure/utility improvements (including extensive water and wastewater transmission, storage, and distribution improvements); construction of primary roadway improvements; facilities for police, fire, and emergency services; environmental remediation; lake reclamation; etc. The use of TIF funds has allowed this large, master-planned development to commence much sooner, and to proceed to completion much more quickly, than such would occur absent the use and availability of TIF funds.

The Cypress Waters TIF District has been authorized by the City of Dallas, pursuant to Section 311.005, Texas Tax Code, because the Cypress Waters area substantially

impairs the sound growth of Dallas, retards the provision of housing accommodations, constitutes an economic and social liability, and is a menace to the public welfare due to the predominance of defective or inadequate sidewalk and street layout.

Less than 10 percent of property in the District is currently being used for residential use with fewer than five living units.

In conjunction with the proposed TIF district, the Cypress Waters Municipal Management District (MMD) has been created by the Texas State Legislature. Municipal Management Districts (MMD) are self-governed, political subdivisions of the State of Texas. MMDs have the power to levy taxes on property in the district. In addition, MMDs can supply additional services that are supplemental or complementary to regular municipal services. Real property taxes must be approved by a majority of eligible voters in the MMD. The Cypress Waters MMD will benefit the proposed district by providing additional funding options and infrastructure creation capacity.

In May 2015, the Cypress Waters TIF board of directors recommended a minor boundary amendment to the district that 1) removed approximately 6 acres of property in anticipation of a boundary adjustment with the City of Irving and 2) removed approximately 22 acres that will not be served by the TIF district. The maps in this plan reflect both these adjustments and the previously anticipated change to the lake edge boundary. At the same time the board modified the infrastructure/utility improvements category to allow TIF funding to be used for infrastructure outside the District that benefits the District and reduced the overall budget.

Description of District

The Cypress Waters TIF District is generally bounded by East Belt Line Road to the north, South Belt Line Road to the west, Ranch Trail Drive and Hackberry Road to the south, and the City of Irving to the east. It is depicted in **Exhibit A**. District boundaries that follow public streets and highways shall be construed to extend to the far sides of such rights-of-way, measured from the reinvestment zone, except where zone boundaries abut another TIF zone or the jurisdictional limits of another City. In such cases, the boundary shall run to the centerline of the right-of-way. Boundaries that approximate property lines shall be construed as following such property lines.

At inception, the Cypress Waters TIF District was 939 acres in size, excluding existing rights-of-way and North Lake. With the 2015 amendment, including the previously anticipated change to the lake edge boundary, the district is approximately 960 acres. The lake is estimated to be 340 acres upon completion.

The original taxable appraised value of real property in the District for tax year 2010 was \$73,382 based on information derived from the final 2010 tax roll from the Dallas Central Appraisal District (DCAD). The estimated amended base value of the district is \$71,372. It will be adjusted to match final tax roll figures when available, including modifications to parcel edges near the lake. It equates to 0.0001% of the

Exhibit B

\$71,083,488,723 (certified 2010) of taxable real property in the City of Dallas. Texas cities may not designate a reinvestment zone if the total appraised value of taxable real property in the proposed zone and other existing zones exceeds 15% of the total appraised value of taxable real property in the municipality. The value of the proposed zone and other reinvestment zones in Dallas is less than this statutory limit. Moreover, the appraised value of taxable real property in this and all other Dallas TIF reinvestment zones combined is below the maximum threshold of 10% of the City's tax base as set by the City's Financial Management Performance Criteria (FMPC), as amended on September 24, 2008.

All real property accounts known to be within the TIF district boundary, as amended, based on DCAD's final 2010 tax roll, are listed in **Appendix A**. The base value of the TIF district/zone is the total appraised value of all taxable real property in the zone, as determined by the Dallas Central Appraisal District's final tax roll for 2010, including adjustments for the previously anticipated change to the lake edge. The base value of the District may be adjusted in the future to reflect property tax protests and settlements, or corrections that affect the 2010 valuation of properties within the Cypress Waters TIF District. Inclusion of property in a TIF district does not change tax rates for any property in the district. Rates remain the same as tax rates outside the district, given a constant set of taxing jurisdictions.

The boundary of this District follows the proposed new shoreline of North Lake. If at any time during the life of the Cypress Waters TIF District, the shoreline should be reconfigured or moved, the boundary of the TIF District will follow the new location of the shoreline. The updated maps in this amended plan reflect the new expected location of the shoreline.

The term of the Cypress Waters TIF District began on January 1, 2011. The District's base year is 2010. It is scheduled to terminate on the earlier of (1) December 31, 2040, (including collection of the 2040 increment in calendar year 2041 and any related matters to be concluded in 2041) or (2) when the amended budget of approximately \$26 million net present value (NPV) has been collected, whichever occurs first.

The City's participation rate will be 0% in 2011 then rise to 85% for 2012 and each of the remaining years of the TIF. The County's participation is anticipated to be 0% in 2011-2013 then rise to 55% for 20 years or until the District is terminated.

TIF funds will be disbursed annually, subject to the availability of funds, and according to development agreements or securities obligations approved by the City Council. All such agreements and obligations must be consistent with the TIF project plan and financing plan approved by the TIF board and the City Council, as prescribed by the TIF Act.

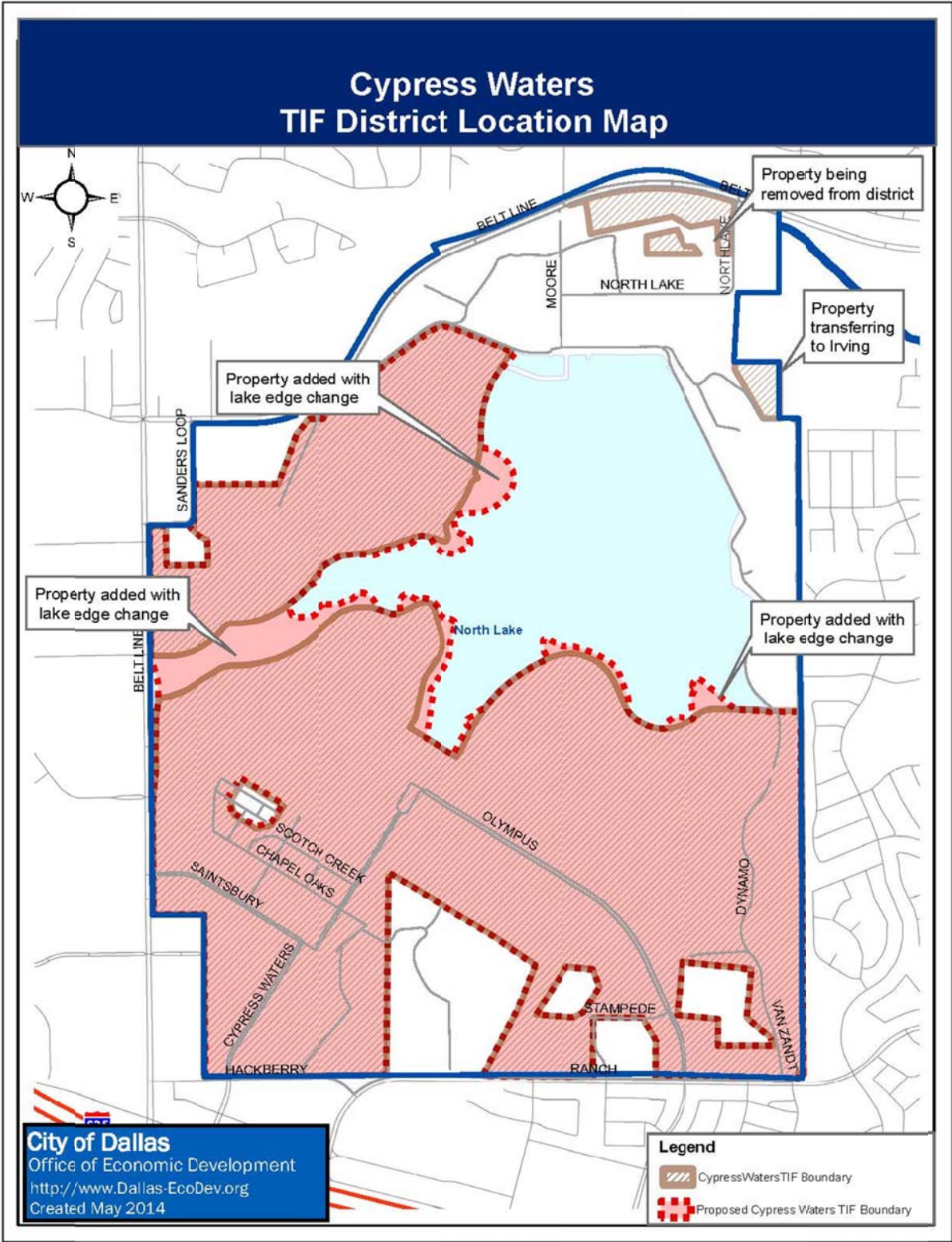
Pursuant to the June 10, 2015 project plan amendments, the developer requested early termination of the Cypress Waters TIF District after repayment of the Phase I and II projects, funding of the water and wastewater improvements as listed in a future inter-

local agreement with Irving, and funding of the planned public safety building as listed in the revised budget. Since no TIF funding will be committed for any developer-led project beyond the first two phases, adherence to the Mixed income Housing Policy, design review process, and MWBE process will not be required in the remaining build out of the District.

Accordingly, all payments to the Cypress Waters TIF District Fund will terminate upon the satisfaction of the Phase I and II projects, funding of the water and wastewater improvements as listed in a future inter-local agreement with Irving, and funding of the planned public safety building, all totaling approximately \$26 million (net present value), or December 31, 2040 (including collection of the 2040 increment in calendar year 2041 and any related matters to be concluded in 2041), whichever occurs first.

The Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, Vernon's Texas Codes Annotated, (the "Act"), provides that the TIF fund may pay expenditures for public improvements within the TIF District and other expenses permitted by law, including financing costs of the public improvements and administrative costs for the TIF program. Dollars from the TIF fund may pay or reimburse a developer, a developer's assignees, or another entity for legally eligible expenditures duly approved by the City. Alternatively, subject to TIF board and City Council approval, TIF dollars may pay debt service for securities issued by the City or by the Cypress Waters Municipal Management District (the MMD) to fund eligible TIF expenses. TIF funds may not be used to reimburse Cypress Waters MMD fees that are not specifically related to the TIF District.

Exhibit A: Amended Map of the Cypress Waters TIF District



Existing Conditions

The Cypress Waters TIF District, at creation, was wholly undeveloped property that was being used for agricultural purposes only. Public infrastructure improvements are needed throughout the District. Without TIF financial incentives, it was highly unlikely that development of the area would occur in a comprehensive manner that adheres to strong design standards and satisfies the provisions for affordable housing at any time within the near future. The aerial photos in **Exhibit B** show the existing conditions within the District's boundary.

DART's planned expansion of the light rail system along the Cotton Belt Line is anticipated to be a potential asset for the TIF District.

Existing Land Uses

The Cypress Waters TIF District is currently used solely for agricultural purposes. The District is adjacent to North Lake and the site of a TXU/Luminant Energy power generation plant which has been decommissioned and is currently scheduled for demolition. Upon completion of the plant demolition, North Lake is planned to be lowered, which would reduce its size from approximately 800 acres to approximately 340 acres. The aerial photos in **Exhibit B** show the existing land uses within the District's boundary.

Existing Zoning

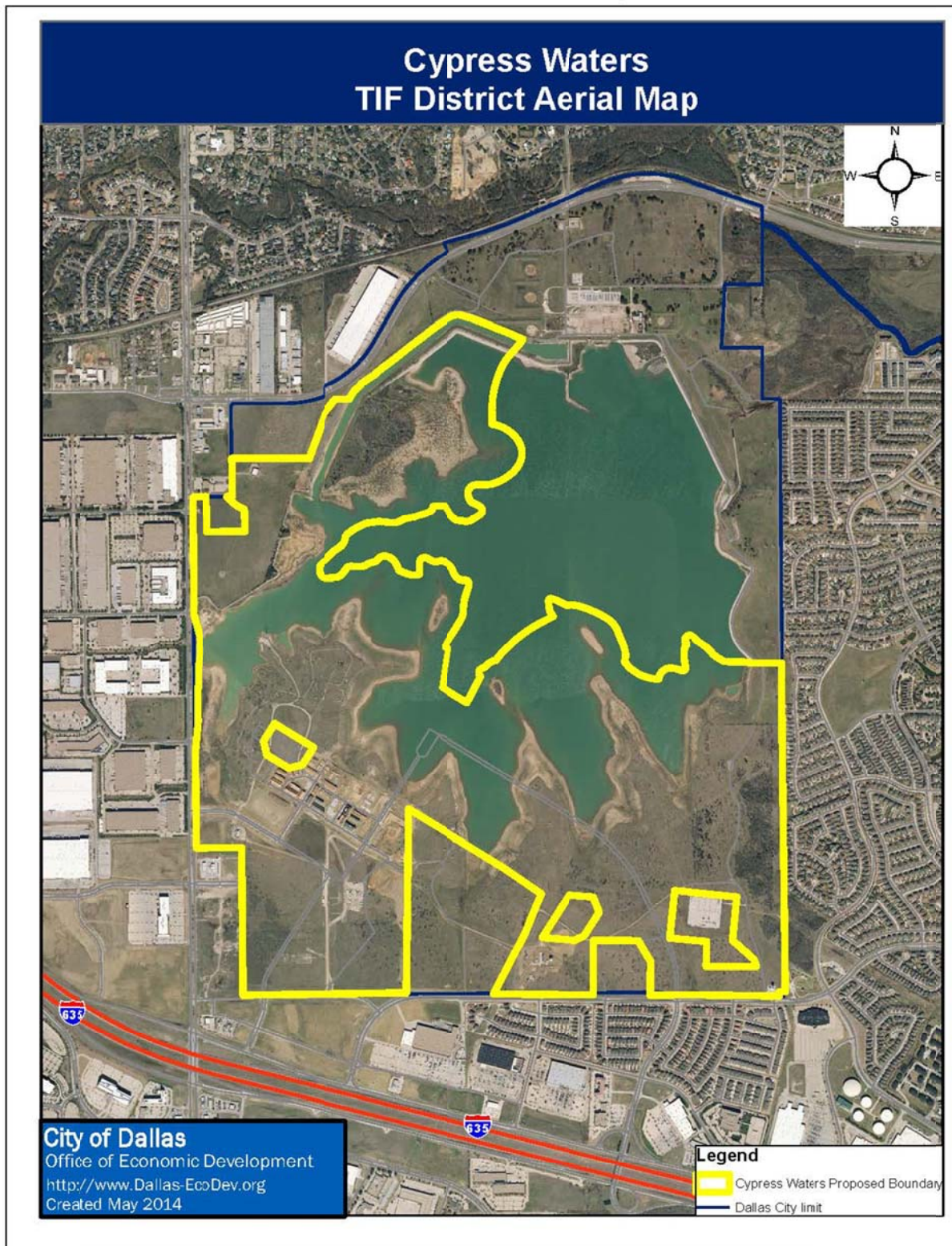
913 acres of the property within the TIF District have recently been rezoned as PD 741. The remaining 34 acres remain un-zoned. The development standards within PD 741 are based on MU-3 zoning and include certain code enhancements such as additional allowed uses, reduced setbacks, increased density, ground floor transparency, pedestrian friendly street sections and enhanced landscaping. All of these reinforce the design practices of a Traditional Neighborhood Development. See **Exhibit C** for a map of the existing zoning.

Exhibit B: Cypress Waters TIF District – Existing Conditions & Uses



Aerial: 2010

Amended Boundary



Aerial taken 2013

Exhibit C: Amended Cypress Waters Zoning Map – PD 741

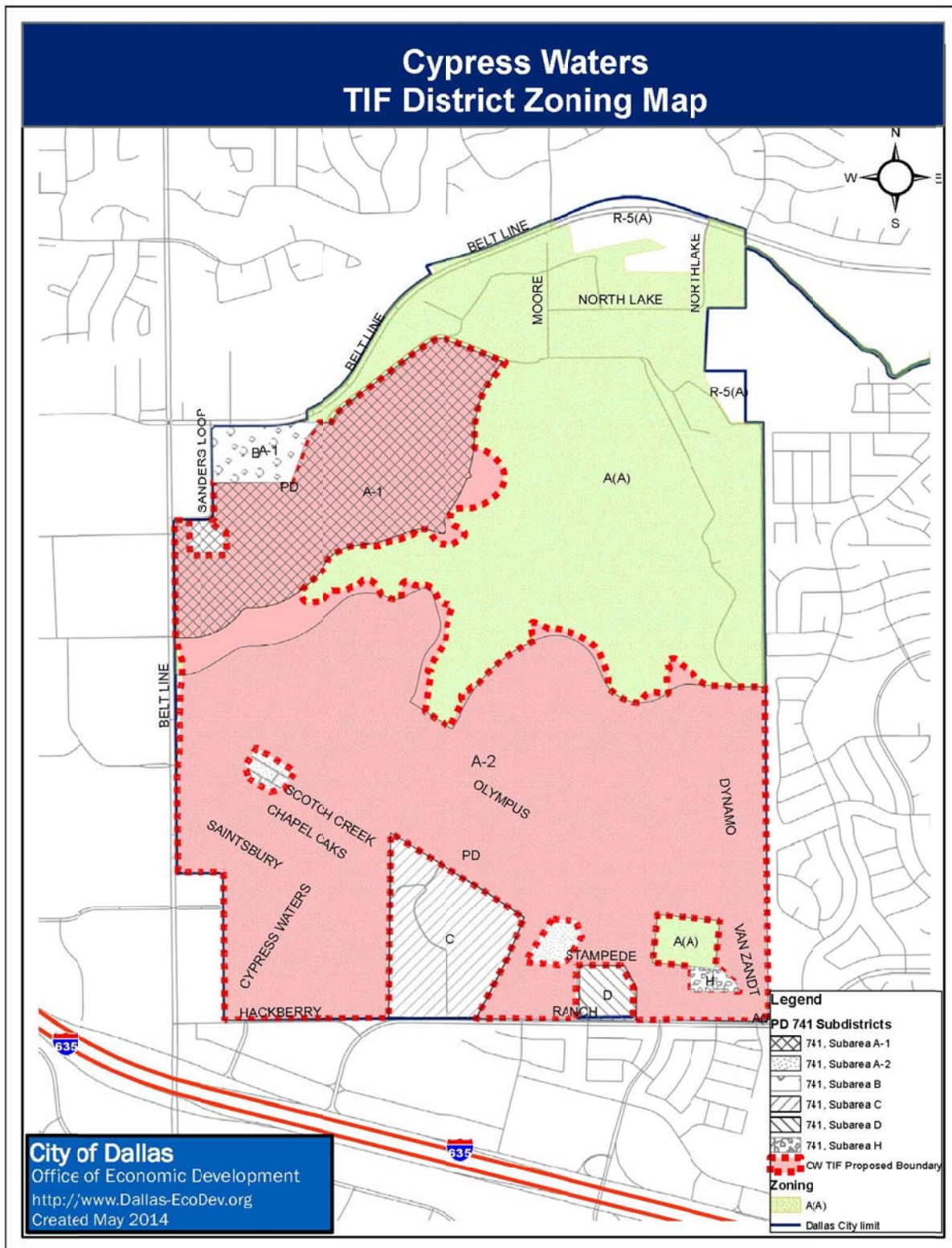


Exhibit B

Final Project Plan and Financing Plan
Cypress Waters TIF District

Development Goals and Objectives

Progress toward the goals and objectives of the Cypress Waters TIF District will facilitate the development of new multi-family units, for-sale residential units, senior housing, pedestrian oriented retail centers, office space, data centers, and light warehouse/industrial use, as well as public infrastructure improvements within the community.

The following development goals address the specific needs of the proposed Cypress Waters TIF District:

- **Goal 1** – To create additional taxable value attributed to new private investment in projects in the Cypress Waters TIF District totaling approximately \$1.5 billion over the thirty year life of the TIF District.
- **Goal 2** – To attract new private development, including approximately 10,000 new residential units, 4,000,000 square feet of primarily office space, (including other commercial space uses, such as approximately 700,000 square feet of data center use and 2,000,000 square feet of light warehouse/industrial use), and an estimated 150,000 square feet of pedestrian-oriented retail space, all of which are anticipated to create an estimated 9,000 on-site jobs.
- **Goal 3** –To improve ridership on DART via the planned expansion along the Cotton Belt Line.
- **Goal 4** – To improve recreational opportunities for the community and the future residents within the TIF District via extensive, publicly accessible green space on the site along the lake edge and along power line easements in addition to multiple parks, hike and bike trails and pedestrian connections throughout the District. Additional open space may be available through the utilization of Coppell ISD land and as part of an MMD and/or TIF-funded public amenity center.
- **Goal 5** – To create a model for exceptional development standards in terms of complexity, scope, design, environmental sensitivity, and connectivity.
- **Goal 6** – To develop the property in a manner where fiscal impacts for the remainder of the City are limited and a development pattern is secured that is a net benefit to the City from a fiscal, land use and community standpoint.
- **Goal 7** – To generate an NPV of **\$26** million or approximately \$49 million in total dollars in TIF revenues over the 30-year life of the District.

The following objectives set the framework for the planned public improvements within the Cypress Waters TIF District:

- Provide funding for environmental remediation and lake reclamation assistance to encourage the development of property within the District.
- Install basic infrastructure including, but not limited to, storm water drainage, approximately 4 miles of water transmission and distribution improvements, pump stations, ground storage tanks, and pressure tanks; approximately 5 miles of wastewater improvements and three wastewater lift stations; and approximately 6 miles of primary roads, while providing street and streetscape improvements that will attract new development and improve accessibility to transit and the trail system in the area.
- Provide funding for construction of facilities to house both the intermediate and final public safety services.
- Direct the District's overall development through the application of a comprehensive planning system called Traditional Neighborhood Development (TND) to include a variety of housing types and land uses in a defined area including educational facilities, civic buildings and commercial establishments to be located within walking distance of private homes. A TND is designed to include a network of paths, streets and lanes suitable for pedestrians as well as vehicles, which provides residents the option of walking, biking, or driving to places within their neighborhood.
- Blend traditional multi-family and single-family neighborhoods with commercial and retail areas. Cypress Waters will be designed with strict architectural guidelines to ensure quality and excellence while emphasizing aesthetics, human comfort and the creation of a sense of place.

This plan is intended to encourage private development and public infrastructure improvements, thereby improving and enabling initial development opportunities for the Cypress Waters TIF District.

Market Feasibility and Planned Development

The predominant land use in the Cypress Waters TIF District development program is mixed-use and Traditional Neighborhood Development (TND), including a range of residential housing types, commercial space, and pedestrian-oriented retail space. The residential development should increase the demand for new retail space in the area. The District's planned private development includes:

- Up to 10,000 new residential units in a range of residential types
- Approximately 4,000,000 square feet of primarily office space, (including other commercial space uses, such as approximately 700,000 square feet of data center use and 2,000,000 square feet of light warehouse/industrial use)
- An estimated 150,000 square feet of pedestrian-oriented retail space

By creating a more sustainable mix of high density residential, retail and office uses in the North Lake area, the area will be converted from low tax base agricultural land to developed property with a substantial increase in property values.

Market analysis shows a demand for the Cypress Waters project. It is anticipated that the project will attract people from not only Dallas County but the three adjacent metroplex counties (Tarrant, Collin, and Denton Counties). Although the appeal of creating a one-of-a-kind TND within the City of Dallas has been a key aspect in analyzing the project's financial feasibility, it is highly unlikely that a development of this scale would occur without public assistance.

High density residential development via the TND is anticipated to be the primary driver of initial development within the TIF District; however, it is possible that commercial development may be built concurrently residential development if near-term market demand moves in that direction. See **Exhibit D** for the conceptual master plan.

Exhibit D:
Cypress Waters Development – Amended Conceptual Master Plan



TIF District Policy Considerations

City policy for creation of new TIF districts requires that newly created TIF district plans include public objectives, such as a provision for mixed income housing, development of design guidelines that promote the high quality design of structures and infrastructure within the TIF district, utilization of minority- and women-owned businesses in new construction, promotion of jobs for neighborhood residents, and resolution of issues related to the relocation of area residents displaced by new development. The MOU supports these objectives. These issues are addressed specifically below.

Mixed Income Housing. Twenty percent of all housing units in projects using TIF funds will meet the City's and County's established criteria for affordable housing. Affordable housing units are those which are affordable to a household earning 80% or less of the median family income for the Dallas metropolitan area. Affordable rental rates will be adjusted annually according to the affordable housing schedule produced annually by the City's Housing Department. The City's TIF District Mixed Income Housing Policy outlines the details for the provision of affordable housing in the District, subject to this Project Plan.

A developer may, subject to City and County approval, propose an alternative means of fulfilling the City and County's affordable housing requirements.

New affordable housing within the District may include senior or tax credit financed units. Affordable housing units should be dispersed throughout the community, subject to the terms of this Project Plan. Mixed-income projects are encouraged.

Pursuant to the June 10, 2015 plan amendments, at the request of the developer and upon recommendation by the TIF Board, after considering the significant reduction in TIF funding for infrastructure proposed by the developer, the Cypress Waters TIF District will terminate after repayment of the Phase I and II projects, funding of the water and wastewater improvements as listed in a future inter-local agreement with Irving, and funding of the planned public safety building as listed in the revised budget. Accordingly, no mixed income housing is required to be provided in the remaining build out of the District. If the Project Plan is ever amended to subsidize any developer-led projects in the future in Cypress Waters with TIF funds, however, the City's TIF District Mixed-Income Housing Policy and the requirements of the MOU shall thereafter apply to all residential units constructed in Cypress Waters.

Design Guidelines. High quality urban design, utilizing a TND approach, is an objective for the Cypress Waters TIF District. Design guidelines for new development in the TIF District were developed and recommended by the TIF board. Development projects receiving TIF dollars will be required to comply with the approved guidelines. City staff will review projects for compatibility with the design guidelines to ensure that the development sets a standard for future development in the City of Dallas.

The design guidelines emphasize a network of paths, streets and lanes suitable for pedestrians as well as vehicles which provides residents the option of walking, biking or driving to places within their neighborhood and will provide for strict architectural guidelines that ensured quality and excellence emphasizing aesthetics, human comfort and the creation of a sense of place.

Business Inclusion and Development (BID) Plan. All TIF-funded projects must follow the City's adopted Business Inclusion and Development Plan. This policy outlines goals for certified Minority- and Women-Owned Business (M/WBE) participation in publicly funded infrastructure projects. The BID Plan goal is 25% for construction of public improvements. The goal for private improvements is negotiated in the development agreement. The process for BID compliance and City oversight will be negotiated with City staff and included in the development agreement for each individual project.

Promotion of Jobs for Neighborhood Residents. TIF applicants must agree to sponsor job fairs or other programs to attract neighborhood residents to any permanent jobs created in the developments within the District.

Existing Resident Displacement. The Act requires that existing resident displacement be minimized. Since all of the land within the TIF District was undeveloped at inception, there was no resident displacement to be considered or minimized.

Section 2: Public Improvement Plan

The amended Project Plan's enumerated public improvements provide for approximately \$26 million NPV or \$49 million in total dollars for the categories listed below. See **Exhibit F** for a budget of the proposed TIF-funded Project Plan Improvements ("Project Costs").

Project Costs

The following describes the Cypress Waters TIF District's eligible TIF Project Costs:

1. Infrastructure/Utility Improvements – This category includes TIF eligible expenditures for design and engineering for infrastructure and utility improvements; water and wastewater infrastructure improvements; primary road way construction; improvements for medians and parkways; and storm water drainage and management. This category also includes design, engineering, acquisition and construction of streetscape improvements, including lighting, sidewalk, trail, and path improvements; constructing and enhancing pedestrian and vehicle continuity in the District; streetscape improvements related to specific projects; and landscaping of public areas. Because of the District's remote location outside of accessible Dallas City services, the board may find it necessary and convenient to recommend that the City of Dallas negotiate with adjacent cities to provide necessary utility improvements, including water and wastewater improvements funded by the Cypress Waters TIF District.

Approximately **\$18** million, before Dallas Water Utilities cost participation, will be required to accomplish the needed infrastructure improvements in the Cypress Waters TIF District.

2. Grants for Public Safety Facilities – The City intends to make economic development loans or grants to further implement this Plan and to enable the construction of both temporary and permanent public safety facilities (including police and fire) within the District.

Approximately **\$6.0** million will be needed to facilitate grants for these public safety facility projects in the Cypress Waters TIF District.

3. Administration and Implementation – Administration costs, including reasonable charges for time spent by the municipality's employees and/or employees associated with any non-profit groups established to assist with implementation within the TIF District, will be eligible for reimbursement as project costs, upon approval by the TIF Board of Directors and in connection with the implementation of the Final Plan. Other TIF-related administrative expenses such as the City's legal and consulting fees (including but not

limited to bond counsel and financial advisor fees), management expenses, meeting expenditures and equipment are included in this category, including some expenses, such as design and engineering costs for preparing plans for the district, incurred by the Owner or Developer in connection with the creation of the TIF.

It is estimated that approximately **\$1.5** million will be needed for the administration and implementation of the TIF Plan.

Dallas Water Utilities Participation

In addition to the funds provided by the TIF, Dallas Water Utilities may commit to pay, or reimburse the developer for, 30% of the eligible costs of water and wastewater improvements for the District.

It is estimated that approximately **\$15** million may be committed by Dallas Water Utilities to reimburse developer and TIF fund. Any expenditure by Dallas Water Utilities over 30% may be reimbursable by the TIF district like any other TIF-eligible expenditure.

See Section 3: Financing Plan for details on how funds may be used.

Section 3: Financing Plan

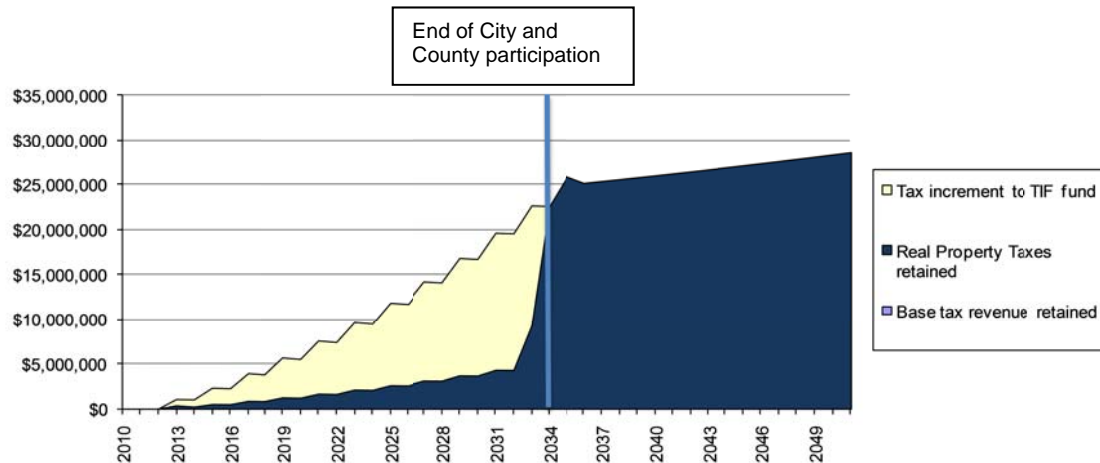
TIF Financing Overview

Tax increment financing is a tool local governments of Texas have used since 1986 to finance public improvements within defined areas that have unique challenges and opportunities for economic development. Statutory law governing TIF is found in the Act. The public improvements facilitated by tax increment financing strengthen existing communities and attract investment.

A municipality may designate an area as a TIF reinvestment zone if it determines that development or redevelopment activities in the area would not occur solely through private investment in the foreseeable future. All or a part of the increased tax revenue due to greater real property value in the district flows to a tax increment fund for a specified maximum term of years (subject to extension in accordance with state law). Money flowing to the TIF fund is disbursed according to a plan approved by a board of directors (the “TIF Board”) and the City Council, as prescribed by the Act. With the exception of environmental remediation and demolition, historic façade restoration and funding for a TIF grant program, money in the TIF fund may only be used for public improvements.

Exhibit E illustrates how rising tax revenue from a TIF district's greater appraised property values flows over time to its participating taxing jurisdictions' general funds and to a TIF fund. The irregular diagonal line of **Exhibit E** depicts increasing values at various rates over time.

Exhibit E: Property Tax Flow with Tax Increment Financing



Inclusion of property in a TIF zone does not change any tax rate for the property. Tax rates in a TIF district are the same as tax rates outside the district.

Since 1986, Dallas has created twenty TIF districts. Without the creation of these TIF districts, it is doubtful that development in the State Thomas, Cityplace/West Village, Victory/American Airlines Center, Downtown, and other areas would have revitalized in the manner that they have. Most of the initial TIF districts were located in or around the downtown area or adjacent to DART light rail line stations. The Cypress Waters TIF District follows this mode in that DART's proposed expansion along the Cotton Belt Line will pass through or near the District.

Project Budget. The Reinvestment Zone Financing Plan provides for incremental financing and predicts revenues for the Cypress Waters TIF District.

EXHIBIT F: Cypress Waters TIF District Project Plan Improvements Budget

Amended TIF District Project Plan Improvement Budget

Category	Total Estimated TIF Expenditure (NPV - 2010 Dollars)*	Estimated TIF Expenditure (Total)**
Infrastructure Improvements (Phase I, II, and Irving/DWU water and wastewater improvements)	\$18,279,665	\$35,273,767
Public Safety Improvements	\$6,000,000	\$11,313,895
Administrative & Implementation***	\$1,500,000	\$2,878,190
Total Project Costs	\$25,779,665	\$49,465,852

* All values discounted to 2010 dollars at 5% annually. Total dollar expenditure value will depend on timing of project cost.

** All values are estimated based on annual TIF project costs and debt service schedules. These values depend on timing of projects and will fluctuate. An interest rate of 5% is used throughout the TIF term.

***Admin is calculated at \$60,000 for 25 years, in 2010 dollars. Estimated total admin follows total dollar growth.

Note: In addition, DWU may agree to fund up to 30% of TIF-eligible water and sewer improvements.

The project's principal costs in **Exhibit F** are expressed as if paid in 2010. Cash for most of these expenditures will not be drawn until subsequent years.

Financing Process. A developer will typically apply for and be authorized by the City Council for TIF improvements, then fund and build the improvements. Upon completion and acceptance of the work by the City, the developer will be reimbursed with TIF funds if and when they are available. TIF payments are made based on available increment and other conditions set forth in project development agreements. Previously, public improvements were publicly bid with private groups advancing funds for these improvements and earning applicable interest until the advance was repaid by the future cash flows to TIF District fund, if and when funds were available. However, based on legislative changes in 2005, the City may now allow for private, competitive bidding of TIF public improvements.

Likewise, Dallas Water Utilities or another City entity may apply for and be authorized by the City Council to construct TIF improvements and be reimbursed by the TIF district.

In general, TIF funds may be applied only to expenditures listed in the project plan as costs of public works, public improvements, programs, or other projects benefitting the zone, plus other costs incidental to those expenditures and obligations.

Bonds. It is contemplated that the Cypress Waters MMD may secure MMD bonds or other obligations; however, with this amendment, TIF revenues are not anticipated to be pledged in support of such bonds.

Grants. State law has been amended to permit the Cypress Waters TIF District to consider making direct grants to implement the Plan. As necessary or convenient to implement this Plan, the District's Board of Directors may provide for a program to make economic development loans or grants from TIF funds in an aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the District. Projects receiving such loans or grants must be consistent with the goals and objectives of the Cypress Waters TIF District Project Plan and Reinvestment Zone Financing Plan and would be subject to specific project agreements and City Council approval of the loan or grant program and the project agreements.

The City will implement sufficient controls to ensure that any grant funding provided will be used to satisfy at least one of the following objectives relevant to the Cypress Waters TIF District:

1. Develop and diversify the District's economy
2. Eliminate unemployment or underemployment
3. Develop or expand transportation, business, and commercial activity

Financing Policy and Long Term Financing. The goal of the Cypress Waters TIF District is to leverage increment accrued to maximize development in the District.

Expected Revenues. **Exhibit G** lists development projects that are anticipated in the Cypress Waters TIF District through 2040. Some of the projects may not occur or may be replaced by another potential project. This schedule represents the best estimate for the District's anticipated development. The actual timing, floor area, uses and other attributes for the listed projects may differ from the provided information.

Unit values supporting appraisal estimates in **Exhibit G** are based on observations of values assigned to comparable developments by the Dallas Central Appraisal District (DCAD). Actual construction costs or trading prices may differ. Because tax increments are measured by DCAD values, these are the relevant measures of value for a TIF financing plan.

Exhibit G: Amended Anticipated Development Projects in TIF District

Year Complete	Single Family (SF)	Multi-Family (SF)	MF (Premium) (SF)	Office (SF)	Retail (SF)	Taxable Value (added each year)
2013						
2014		581,259				\$49,407,015
2015				520,585		\$65,073,125
2016		156,403		218,395		\$40,593,630
2017				426,500		\$53,312,500
2018		689,603		165,000	10,000	\$80,241,280
2019				300,000		\$37,500,000
2020			431,842	250,000		\$75,297,859
2021				200,000	15,000	\$26,500,000
2022		689,603		100,000		\$71,116,280
2023				100,000		\$12,500,000
2024			431,842	100,000	10,000	\$57,547,859
2025				193,836		\$24,229,500
2026		689,603		193,836		\$82,845,780
2027				193,836	10,000	\$25,229,500
2028			431,842			\$44,047,859
2029						\$0
2030		689,603			10,000	\$59,616,280
2031	154,300					\$22,373,500
2032			431,842			\$44,047,859
2033	154,300				10,000	\$23,373,500
2034		689,603				\$58,616,280
2035	154,300					\$22,373,500
2036		689,603				\$58,616,280
2037	154,300					\$22,373,500
2038		689,603				\$58,616,280
2039	154,300					\$22,373,500
2040		689,603				\$58,616,280
2041	154,300					\$22,373,500
2042		689,603				\$58,616,280
2043	154,300					\$22,373,500
2044	154,300					\$22,373,500
2045	154,300					\$22,373,500
2046	154,300					\$22,373,500
Total	1,543,000	6,944,092	1,727,367	2,961,988	65,000	\$1,366,922,728

Exhibit B

Annual Real Property Appraisals to the TIF Fund

Based on the development projects identified in **Exhibit G** and other stated assumptions, **Exhibit H** estimates increment projections for the TIF District and annual percentages and amounts of the real property tax growth increment, including rollback taxes collected from the removal of agricultural exemption, to be reinvested each year in the Cypress Waters TIF District fund. Cumulative increased property value is expected to reach approximately \$1.5 billion during the TIF District's 30-year term.

Starting with tax year 2012 (Year 2 of the TIF zone), a portion of the real property tax collected by the City of Dallas flowed to the TIF fund. This fund will reimburse TIF project costs according to the duly adopted project plan and financing plan for the Cypress Waters TIF District. Annual percentage of collected annual tax increments invested in the TIF fund by the City of Dallas equals 85%.

Dallas County has been asked to participate in the TIF program. Beginning in 2014, Dallas County is anticipated to agree to contribute 55% of the tax increment generated from county taxes assessed and collected within the Cypress Waters TIF District. County participation will require the approval of the County Commissioners Court and final terms of the County's contributions of tax increment shall be set forth in an interlocal participation agreement between the City and County. Should the full budget be reached prior to the end of the 20-year commitment, additional collection will cease.

Including the school district, hospital district, DCCCD, City, and County, and including sales, BPP, etc, the majority of tax increments generated in the Cypress Waters TIF District over the District's 30-year term will flow to the general operating funds of the relevant taxing jurisdictions.

Exhibit H: Amended Annual Real Property Appraisals and City/County Tax to the Cypress Waters TIF Fund

PROJECTED TIF INCREMENT SCHEDULE								
Tax Year		Property Value Total	Anticipated Captured Value	Part'n Rate City	TIF Contribution City*	Part'n Rate County	TIF Contribution Dallas County	Total TIF Contribution
Original base		\$73,382		.797		.2431		
new base 2010		\$71,372	\$0		\$0		\$0	\$0
1	2011	\$73,382	\$0	0.00%	\$0	0.00%	\$0	\$0
2	2012	\$219,395	\$146,013	85.00%	\$989	0.00%	\$0	\$989
3	2013	\$9,625,083	\$9,551,701	85.00%	\$64,708	0.00%	\$0	\$64,708
4	2014	\$59,427,196	\$59,353,814	85.00%	\$402,092	55.00%	\$79,359	\$481,451
5	2015	\$108,834,211	\$108,762,839	85.00%	\$736,814	55.00%	\$145,421	\$882,235
6	2016	\$176,515,946	\$176,444,574	85.00%	\$1,195,324	55.00%	\$235,915	\$1,431,239
7	2017	\$220,366,220	\$220,294,848	85.00%	\$1,492,387	55.00%	\$294,545	\$1,786,933
8	2018	\$277,783,900	\$277,712,528	85.00%	\$1,881,364	55.00%	\$371,316	\$2,252,679
9	2019	\$363,395,558	\$363,324,186	85.00%	\$2,461,340	55.00%	\$485,783	\$2,947,122
10	2020	\$406,908,992	\$406,837,620	85.00%	\$2,756,121	55.00%	\$543,962	\$3,300,084
11	2021	\$489,439,953	\$489,368,581	85.00%	\$3,315,227	55.00%	\$654,310	\$3,969,538
12	2022	\$523,679,053	\$523,607,681	85.00%	\$3,547,180	55.00%	\$700,090	\$4,247,270
13	2023	\$603,717,263	\$603,645,891	85.00%	\$4,089,399	55.00%	\$807,105	\$4,896,504
14	2024	\$625,460,522	\$625,389,150	85.00%	\$4,236,699	55.00%	\$836,177	\$5,072,875
15	2025	\$693,253,507	\$693,182,135	85.00%	\$4,695,962	55.00%	\$926,819	\$5,622,782
16	2026	\$728,245,252	\$728,173,880	85.00%	\$4,933,014	55.00%	\$973,605	\$5,906,619
17	2027	\$823,257,397	\$823,186,025	85.00%	\$5,502,184	55.00%	\$1,100,641	\$6,602,825
18	2028	\$861,214,201	\$861,142,829	0.00%	\$0	0.00%	\$0	\$0
19	2029	\$918,840,991	\$918,769,619	0.00%	\$0	0.00%	\$0	\$0
20	2030	\$932,623,606	\$932,552,234	0.00%	\$0	0.00%	\$0	\$0
21	2031	\$1,007,123,484	\$1,007,052,112	0.00%	\$0	0.00%	\$0	\$0
22	2032	\$1,044,939,439	\$1,044,868,067	0.00%	\$0	0.00%	\$0	\$0
23	2033	\$1,105,322,107	\$1,105,250,735	0.00%	\$0	0.00%	\$0	\$0
24	2034	\$1,145,626,041	\$1,145,554,669	0.00%	\$0	0.00%	\$0	\$0
25	2035	\$1,222,305,956	\$1,222,234,584	0.00%	\$0	0.00%	\$0	\$0
26	2036	\$1,263,349,648	\$1,263,278,276	0.00%	\$0	0.00%	\$0	\$0
27	2037	\$1,341,795,417	\$1,341,724,045	0.00%	\$0	0.00%	\$0	\$0
28	2038	\$1,384,631,451	\$1,384,560,079	0.00%	\$0	0.00%	\$0	\$0
29	2039	\$1,464,896,448	\$1,464,825,076	0.00%	\$0	0.00%	\$0	\$0
30	2040	\$1,509,578,997	\$1,509,507,625	0.00%	\$0	0.00%	\$0	\$0
31	2041			0.00%	\$0	0.00%	\$0	\$25,779,665
32	2042			0.00%	\$0	0.00%	\$0	\$25,779,665
33	2043			0.00%	\$0	0.00%	\$0	\$25,779,665
34	2044			0.00%	\$0	0.00%	\$0	\$25,779,665
35	2045			0.00%	\$0	0.00%	\$0	\$25,779,665
36	2046			0.00%	\$0	0.00%	\$0	\$25,779,665
37	2047			0.00%	\$0	0.00%	\$0	\$25,779,665
38	2048			0.00%	\$0	0.00%	\$0	\$25,779,665
39	2049			0.00%	\$0	0.00%	\$0	\$25,779,665
40	2050			0.00%	\$0	0.00%	\$0	\$25,779,665
41	2051			0.00%	\$0	0.00%	\$0	\$25,779,665
*TIF fund collection includes both RP tax and agricultural exemption rollback taxes					\$41,310,805		\$8,155,047	\$49,465,852
NPV					\$21,534,143		\$4,245,522	\$25,779,665

Exhibit B

Financial Assumptions

The key factors influencing the financial feasibility study and its conclusions are the financial assumptions that have been adopted.

Inflation. The generally accepted inflation for construction costs and the value of improvements is 3% per annum. Based on current market rates, net present values of the tax increment were calculated at a discount rate of 5% per annum.

Appreciation. Property appreciation is assumed to be **1.5%** percent per annum on average.

Tax Rate Changes. Although tax rates will certainly increase during the 30-year development period, the financial plan assumes that the 2010 tax rate will remain constant for the life of the Cypress Waters TIF District. Actual collections will incorporate any tax rate changes that may occur.

Remittance to the TIF Fund. The proposed duration of the Cypress Waters TIF District is 30 years. (It is scheduled to terminate December 31, 2040.) The City of Dallas is expected to participate at a rate of 85%. Dallas County will be asked to participate at a rate of 55% for a period of 20 years. TIF collections, including roll back taxes collected from the removal of agricultural exemption, will terminate once the TIF budget of \$26 million (net present value) has been collected or December 31, 2040, whichever occurs first. Based on current development projections, the TIF budget is expected to be reached in **2027**, after 16 years of collections.

Financial Feasibility

The private development plans, public improvement program, general financing strategy and financial assumptions were all included in a preliminary assessment prepared by Billingsley Development Corporation and the City of Dallas, Office of Economic Development. The study is intended to be used as part of the economic feasibility study for the District in accordance with the provisions of Section 311.011, Texas Tax Code, and is available upon request.

During the Cypress Waters TIF District's 30-year term, cumulative private development is expected to increase property value to approximately \$1.5 billion. The TIF will only receive revenue from the taxable value which exceeds the base year's value. However, the base value for Cypress Waters TIF District is negligible. As a result, the captured taxable value accruing to the Cypress Waters TIF District will be about the same as the total taxable value for the District: **\$1.5 billion**.

If revenues are received at the predicted rate, increment collections will be reached and final project improvements completed by Year **17** of the TIF term. On a strict "pay-as-you-go" basis, the progress of the public improvements portion of the development program is driven by the revenues received and matched by the City's contributions.

Therefore, if revenues exceed these projections, then the public improvements may be completed and reimbursed ahead of schedule. However, if revenues do not meet expectations, then the progression of public improvements will be slowed or discontinued altogether based upon the advice of the Board of Directors and the approval of the City Council.

The Reinvestment Zone Financing Plan provides that the City and County will begin to realize additional revenues from the TIF in Year 3 (2013) of the program.

Based upon a set of TIF District analyses and assumptions, the Project Plan and Reinvestment Zone Financing Plan is feasible.

TIF Project Costs and Debt Service

Pursuant to this Project Plan and Reinvestment Zone Financing Plan and pursuant to one or more development agreements, balances in the TIF fund will be disbursed to reimburse TIF project costs. The City will not be obligated to reimburse TIF project costs unless there are sufficient dollars in the TIF fund to facilitate reimbursement. Disbursement from the TIF fund shall be executed in a timely fashion and not unreasonably withheld.

Reimbursement of TIF project costs appears to be economically feasible if development, project cost expenses, real property appraisals, tax levies and tax collections occur according to the analyses and assumptions in this plan.

The reinvestment zone was designated by the City Council in calendar year **2010**, thus making the certified **2010** tax roll (based on January 1, **2010** conditions, and adjusted for final valuations) the base value for the zone. The TIF zone will terminate upon the earlier of: (1) the end of calendar year 2040 or (2) upon full satisfaction of the Phase I and II projects, funding of the water and wastewater improvements as listed in a future inter-local agreement with Irving, and funding of the planned public safety building.

The tax increment financing fund may have a residual balance of cash after all its financial obligations have been met. Any residual balance will be refunded to taxing entities participating in the TIF program on a pro rata basis according to their respective contributions.

No bonded indebtedness is currently anticipated for the TIF fund.

Financial Policies

General financial policies are governed by the City of Dallas Public/Private Partnership Program that was first approved by the City Council on March 13, 1996. This program provides a framework for development incentives in a variety of areas. Within this framework are specific proposed policies for the Cypress Waters TIF District:

- Public improvements will occur at a pace that coincides with private development.
- Private developers must enter into a development agreement with the City if they desire the municipality to share in the costs of infrastructure improvements required for their projects.
- Reimbursement priorities and the method of apportioning available increment will be described in the development agreement.
- Each development agreement is unique. Accordingly, the nature and extent of support from public funds may change over time as the District becomes more developed.
- If a developer requests funding for infrastructure improvements at a time when sufficient funds are not available in the TIF Fund, then improvements may be:
 - Deferred until funds are available
 - Constructed at the sole expense of the developer
 - Constructed at the expense of the developer with the City providing reimbursement as sufficient funds become available
- Should project costs that directly benefit the project's developer be paid, such as grants made to a developer as permitted by Chapter 311, Texas Tax Code, the City will enact and implement controls sufficient to ensure that any grant funds provided will be used to fulfill the public purposes of developing and diversifying the Cypress Waters TIF District's economy, eliminating unemployment or underemployment, and developing or expanding the District's transportation, business and commercial activity.
- Some desired improvements that benefit the entire district are beyond the capacity of TIF funding. Other sources of funding, such as General Obligation Bonds and grants, will be explored for these types of improvements.

The Cypress Waters TIF Board may periodically recommend amendments to these financial policies which will affect the TIF District's operations.

Conclusion

Based upon a set of analyses and assumptions relevant to the Cypress Waters TIF District Preliminary Project Plan and Reinvestment Zone Financing Plan, the plan has been determined to be feasible. The success of the District's development projects will allow the City of Dallas to improve and increase the area's inventory of affordable housing units as well as create new commercial and retail uses to complement the

district. Additionally, adopting design standards and providing incentives to attract a more desirable mix of development will enable the Cypress Waters TIF District to serve as a model for developing similar areas.

Appendix A: 2010 DCAD Certified Real Property Accounts in the Cypress Waters TIF District

[CHART WILL BE ADDED TO TIF PLAN BEFORE FILING]

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 13

DEPARTMENT: Sustainable Development and Construction

CMO: Ryan S. Evans, 671-9837

MAPSCO: 34 D

SUBJECT

A public hearing on an application for and a resolution granting a variance to the alcohol spacing requirements from a public school, Henry W. Longfellow Career Exploration Academy as required by Section 6-4 of the Dallas City Code to allow a wine and beer retailer's off-premise permit pursuant to Chapter 26 of the Texas Alcoholic Beverage Code for a general merchandise or food store with 10,000 square feet or more floor area [L&B Depp Inwood Village, dba CVS Pharmacy #7412] on the southeast corner of West Lovers Lane and Inwood Road, north of Boaz Street - AV145-004 - Financing: No cost consideration to the City

BACKGROUND

Section 6-4 of Chapter 6, "Alcoholic Beverages," of the Dallas City Code allows Council to grant a variance from the usual spacing required between an alcohol business and a protected use. The usual spacing requirement is 300 feet in a direct line from the property line of the public DISD school to the property line of the place of business.

The standard for approval of the variance is that:

A. the application is for one of the following permits pursuant to the following chapters of the Texas Alcoholic Beverage Code:

- (i) a brewer's permit, Chapter 12;
- (ii) a distiller's and rectifier's permit, Chapter 14;
- (iii) a winery permit, Chapter 16;
- (iv) a wine and beer retailer's permit, Chapter 25;
- (v) a wine and beer retailer's off-premise permit, Chapter 26;
- (vi) a mixed beverage permit with a food and beverage certificate, Chapter 28;
- or
- (vii) a manufacturer's license, Chapter 62.

BACKGROUND (Continued)

B. the application is for one of the following land uses:

- (i) general merchandise or food store use with 10,000 square feet or more of floor area
- (ii) restaurant without drive-in or drive-through service with a food and beverage certificate pursuant to the Texas Alcoholic Beverage Code;
- (iii) alcoholic beverage establishment limited to a microbrewery, microdistillery, or winery; or
- (iv) alcoholic beverage manufacturing.

C. alcoholic beverages will not be sold by drive-in or drive-through service; and

D. enforcement of the spacing requirements in this particular instance:

- (i) is not in the best interest of the public;
- (ii) constitutes waste or inefficient use of land or other resources;
- (iii) creates an undue hardship on an applicant for an alcohol permit;
- (iv) does not serve its intended purpose;
- (v) is effective or necessary; or
- (vi) for any other reason that the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

An application for a waiver of the spacing requirements was submitted on April 8, 2015, by CVS Pharmacy #7412. Henry W. Longfellow Career Exploration Academy, located to the south of the request site, creates the need for the variance.

The applicant has submitted the attached letter providing a statement of why the variance meets the standard of approval.

The approximately 14.503 acre request site, which is located in Planned Development District No. 482, is currently occupied by CVS Pharmacy. The request site is surrounded by retail uses to the north and east, multifamily uses to the east and southeast, the protected DISD school is located to the south, a financial institution to the southwest, and additional retail and restaurant uses to the west and northwest.

The public school is located to the south of the request site. While the required spacing from a school is measured property line to property line, the walking distance from the entrance of the school to the proposed restaurant is approximately 855 feet. Due to the protected site being in a shopping center that contains other uses that sell alcohol and located on two major thoroughfares, staff has no objection this request.

The general merchandise or food store greater than 10,000 square feet (Trader Joe's) on the same lot but located to the east of the request site received a variance to the alcohol distance requirements on August 14, 2013.

BACKGROUND (Continued)

The same public DISD school, Henry W. Longfellow Middle School was the protected use in the variance request for Trader Joe's.

This item requires two seconds to pass.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 9, 2009, the City Council approved an amendment to Section 6-4 of Chapter 6, "Alcoholic Beverages," of the Dallas City Code to allow a process for a variance to the spacing requirements between a business selling alcohol and a public or private school.

On October 26, 2011, September 26, 2012, and January 22, 2014, the City Council further amended Section 6-4 of Chapter 6.

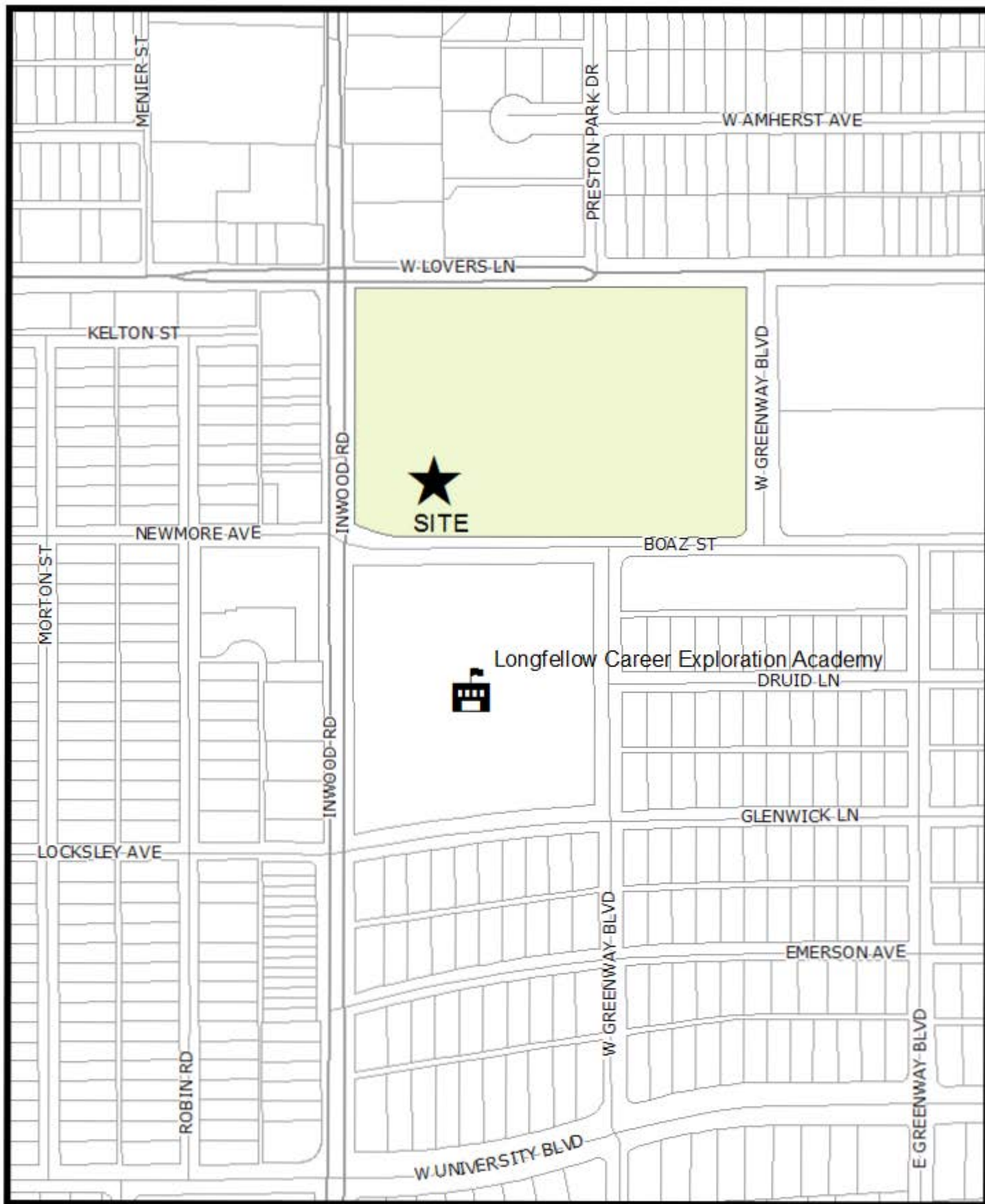
On May 27, 2015, this item was held under advisement by Council.

FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached.



AV145-004



1:4,000



Approximate location of business
requesting alcohol variance



Land use requiring spacing from
business requesting alcohol sales: school



CITY OF DALLAS

APPLICATION FOR A VARIANCE FROM THE MINIMUM DISTANCE REGULATIONS RELATED TO THE SALE OF ALCOHOLIC BEVERAGES

Chapter 6—Alcoholic Beverages, City of Dallas Code of Ordinances

Applicant ETB Inc. CVS/pharmacy #7412
(Must match the business name on TABC application)

Contact person, title Santos T. Martinez Property owner's name L&B Deep Inwood Village
(Land owner, business owner, representative)

Contact person's phone 214-761-9197 Address of request site 5370 Lovers Lane, Suite 310

Contact person's address 900 Jackson, Suite 640, Dallas, TX 75202 Protected use's address 5314 Boaz Street

Type of protected use:

- ☐ Church
- ☒ Public school / open-enrollment charter school
- ☐ Private school
- ☐ Public hospital
- ☐ Daycare/child-care facility

Type of business seeking to sell alcohol:

- ☐ Alcoholic beverage manufacturing
- ☒ General merchandise or food store with 10,000 square feet or more floor area
- ☐ Microbrewery, microdistillery, or winery
- ☐ Restaurant without drive-in or drive-through service

Type of TABC permit(s) to be sought:

- ☐ Brewer's permit, "B" / Manufacturer's license, "BA"
- ☐ Distiller's and rectifier's permit, "D"
- ☐ Food and beverage certificate, "FB"
- ☐ Mixed beverage permit, "MB"
- ☒ Wine and beer retailer's off-premise permit, "BQ"
- ☐ Wine and beer retailer's permit, "BG"
- ☐ Winery, "G"

The nonrefundable variance application fee is \$1,200.00 and the sign fee, which is between \$10 and \$50 depending on street frontages. A statement explaining how the request meets the standard below is required as part of this application. The burden of proving that the request meets the standard is solely the responsibility of the applicant. Additional evidence supporting the request may be submitted along with this application.

Enforcement of the spacing requirements in this particular instance (1) is not in the best interest of the public; (2) constitutes waste or inefficient use of land or other resources; (3) creates an undue hardship on an applicant for an alcohol permit; (4) does not serve its intended purpose; is not effective or necessary; or (5) for any other reason that the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

REQUIRED ATTACHMENTS:

- ☒ Statement of request
- ☒ Sealed alcohol survey showing 300 foot radius and door to door measurements (*protected use must be indicated on this survey*)
- ☒ List of officers for alcohol business and property owner

AUTHORIZATION BY PROPERTY OWNER(S)

I, JOHN GERDES, the owner of the property to be considered, hereby authorize the above business and representative to file this application for a variance from the requirements of Chapter 6, Section 6-4 of the City of Dallas Code of Ordinances.

JOHN GERDES
Owner's Printed Name

John R. Gerdes
Owner's Signature

APPLICANT ACKNOWLEDGEMENT AND AFFIDAVIT

I have read, examined, and completed this application; and know the information provided to be true and correct. I hereby apply for a variance from the distance requirements in Chapter 6, Section 6-4 of the City of Dallas Code of Ordinances. I understand that this application, including all submitted documentation, are public information and can be made available through an Open Records Request per the Texas Public Information Act (Texas Government Code, Chapter 552).

Linda M. Cimbron
Assistant Secretary

Applicant's Printed Name

Linda M. Cimbron
Applicant Signature

Sworn to and subscribed before me by on this day 29 of January in the year 2015, to certify which witness my hand and seal of office.

Kimberly M. Mitchell
Notary Public State of Texas
My Commission Expires 01/27/2016
Notary Public in and for the State of Texas

Date received: 4/8/13 SRM

Receipt No.: 6490/5491

Case number: AV 145-004



April 7, 2015

Mr. David Cossum
Department of Sustainable Development and Construction
City of Dallas
1500 Marilla, Room 5DS
Dallas, Texas 75201

RE: Variance for general merchandise or food store greater than 10000 square feet selling beer and wine for off-premise consumption located at 5370 W. Lovers Lane, Suite 310.

Dear Mr. Cossum:

City records indicate that CVS has been operating at this location in the Inwood Village Shopping Center since 2010. Their current certificate of occupancy lists their floor area as 12,478 square feet.

Inwood Village Shopping Center is located across the street from Henry W. Longfellow Career Exploration Academy. This is an elementary school campus operated by the Dallas Independent School District. Inwood Village is over fourteen acres in size with several retail, personal service, office, and restaurant uses. The Longfellow campus is over eight and a half acres in size across the street from a major commercial intersection of Lovers Lane and Inwood Road. It is difficult to maintain the appropriate spacing requirements when both properties encompass large city blocks.

Currently, there are establishments selling alcoholic beverages to the west and north of this location. They are just removed outside of the 300 foot measurement since they are located across from a major thoroughfare and the elementary school, or they are on separately platted lots. CVS is located on a 14.5 acre lot with several tenants. It is located across from a narrower street than the other properties that maintain the appropriate licenses from TABC. There is another large retail tenant that was successful in securing a variance to the distance requirements for similar reasons.

It should be noted that CVS is located over 850 feet away when calculated on a door to door measurement with the protective use. CVS seeks to provide the same level of service and products that its customers expect from their locations.

We have included a TABC field survey, list of officers, and application for this variance request. Please feel free to contact our offices if you need any additional information regarding this application.

A handwritten signature in blue ink, appearing to read 'Santos T. Martinez'.

Santos T. Martinez
Authorized representative for
CVS

AV145-004

0 150 300 600
GRAPHIC SCALE IN FEET



INWOOD ROAD

LOVERS LANE

S 22°59'36" E
539.9'

855' FRONT DOOR
TO FRONT DOOR

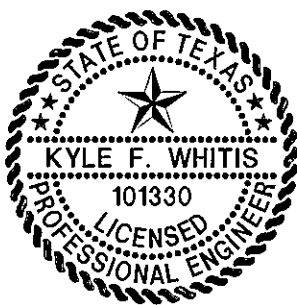
BUILDING
ENTRANCE

5370 W.
LOVERS
LANE

BOAZ

HENRY W.
LONGFELLOW
MIDDLE SCHOOL

AREA OF
INTEREST



NOTES:

1. I have conducted (or caused to be conducted) a physical inspection of the area and a diligent search of public records to determine if the place of business is located near any protected uses. The survey map shows that the place of business where alcoholic beverages will be sold does not meet the location requirements in Dallas City Code Section 6-4.
2. Distances shown are based on City of Dallas GIS aerial information and are not the result of an on the ground survey.
3. Results from online resources and field observations, as shown, do not indicate that a protected use is located within the required minimum distances as determined by the City of Dallas measurement methods upon date of signature.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KYLE F. WHITIS, P.E. 101330 ON 04/23/2015. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



Pacheco Koch
DALLAS ■ FORT WORTH ■ HOUSTON

8350 N. CENTRAL EXPWY, SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-100080-00

**TABC ALCOHOL
PERMIT EXHIBIT**

CVS #7412, 5370 W. LOVERS LANE, SUITE 310
CITY OF DALLAS, DALLAS COUNTY, TEXAS

DRAWN BY
KFW

CHECKED BY
KFW

SCALE
1"=200'

DATE
04/23/2015

JOB NUMBER
3156-10.311

DWG FILE: 3156-10.311 CVS.DWG

M:\DWG-31\3156-10.311\DWG\3156-10.311 CVS.DWG

04/23/2015 - 7:07AM

JOUINONES

CVS

List of Officers

Thomas Ryan	Chairman of Board
Larry Merlo	President, Chief Operating Officer
Thomas S. Moffatt	Vice President and Assistant Secretary

L&B Depp Inwood Village GP, LLC

List of Officers

G. Andrews Smith	CEO
Daniel L Plumlee	President
Mark R. Gerick	Executive Vice President, Secretary
Holly Robertson	Assistant Secretary
John Gerdes	Vice President
Eric Smith	Vice President
Jennifer Hanson	Assistant Secretary

June 10, 2015

WHEREAS, Subsection 6-4(g) of the Dallas City Code authorizes the City Council to grant variances from the alcohol spacing requirements prescribed by Subsection 6-4(a) of the Dallas City Code; and

WHEREAS, L&B Depp Inwood Village, dba CVS Pharmacy #7412 have submitted an application for a wine and beer retailer's off-premise permit pursuant to Chapter 26 of the Texas Alcoholic Beverage Code for a general merchandise or food store with 10,000 square feet or more floor area, and is requesting a variance to the alcohol spacing requirements for a property on the southeast corner of West Lovers Lane and Inwood Road and north of Boaz Street, north of Henry W. Longfellow Career Exploration Academy, a public school; and

WHEREAS, the City Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds that enforcement of the alcohol spacing requirements in this particular instance:

- (1) is not in the best interest of the public;
- (2) constitutes waste or inefficient use of land or other resources;
- (3) creates an undue hardship on an applicant for an alcohol permit;
- (4) does not serve its intended purpose; and
- (5) is not effective or necessary; and

WHEREAS, the City Council desires to grant the alcohol spacing variance; **Now, Therefore,**

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

Section 1. That the variance to the alcohol spacing requirements for L&B Depp Inwood Village, dba CVS Pharmacy #7412, for property on the southeast corner of West Lovers Lane and Inwood Road and north of Boaz Street, north of Henry W. Longfellow Career Exploration Academy, a public school, is granted, subject to the following conditions:

- (1) This alcohol spacing variance is valid only for a wine and beer retailer's off-premise permit pursuant to Chapter 26 of the Texas Alcoholic Beverage Code.
- (2) This alcohol spacing variance is valid only for a general merchandise or food store with 10,000 square feet or more floor area in the location shown on the attached location map.

June 10, 2015

- (3) Alcoholic beverages may not be sold by drive-in or drive-through service.
- (4) This alcohol spacing variance is valid for subsequent renewals of the alcohol permit.
- (5) This alcohol spacing variance may not be transferred to another location or to another alcohol permit holder.

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

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

By _____
Assistant City Attorney

**JUNE 10, 2015 CITY COUNCIL ADDENDUM
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated June 10, 2015. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.




A.C. Gonzalez
City Manager



Date



For: Jeanne Chipperfield
Chief Financial Officer



Date

RECEIVED

2015 JUN -5 PM 3:43

CITY SECRETARY
DALLAS, TEXAS

ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, JUNE 10, 2015
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TX 75201
9:00 A.M.

REVISED ORDER OF BUSINESS

Agenda items for which individuals have registered to speak will be considered no earlier than the time indicated below:

9:00 a.m. **INVOCATION AND PLEDGE OF ALLEGIANCE**

OPEN MICROPHONE

CLOSED SESSION

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 22

CONSENT ADDENDUM

Items 1 - 5

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier
than 9:15 a.m.

Items 23 - 38

Addendum Items 6 - 7

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 39 - 64

**ADDENDUM
CITY COUNCIL MEETING
JUNE 10, 2015
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.**

ADDITIONS:

Closed Session

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

- Damon Williams v. Micheal D. Waldroup and Jeffrey Kaiser, Civil Action No. 3:14-CV-4160-P
- Proposed contract for legal services with DLA Piper LLP (US), scheduled for City Council consideration on June 17, 2015.
- Legal issues regarding the marketing license agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America.

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

- Discussion regarding performance evaluation of City Secretary Rosa A. Rios.

CONSENT ADDENDUM

Business Development & Procurement Services

1. Authorize a four-year service contract to provide armed and unarmed security guards to patrol and protect City facilities - Allied Barton Security Services, LLC in the amount of \$39,502,031, Ruiz Protective Service, Inc. in the amount of \$15,192,300 and Norred & Associates, Inc. in the amount of \$3,402,492, most advantageous proposers of eleven - Total not to exceed \$58,096,822 - Financing: Current Funds (\$15,933,236), Golf Improvement Funds (\$1,635,130), Convention and Event Services Current Funds (\$16,094,571), Water Utilities Current Funds (\$14,224,439), Aviation Current Funds (\$9,183,021) and Stormwater Drainage Management Current Funds (\$1,026,425) (subject to annual appropriations)

City Attorney's Office

2. Consideration of appointments to the Love Field Airport Modernization Corporation Board of Directors for a two-year term, expiring on September 30, 2017, or until the appointment of their successors by the City Council - Financing: No cost consideration to the City

**ADDENDUM
CITY COUNCIL MEETING
JUNE 10, 2015**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

City Auditor's Office

3. Authorize a detailed budget estimate of the needs and requirements of the City Auditor's Office for fiscal year 2015-16 in the amount of \$2,884,701 (subject to final funding adjustments for decisions that will be made on a citywide basis for items such as staff benefits, insurance, Communication and Information Services charges, and other items that may affect all city departmental budgets) - Financing: No cost consideration to the City

Planning and Neighborhood Vitality

4. Authorize **(1)** a Supplemental Agreement to the Master Interlocal Agreement between the City of Dallas and Dallas Area Rapid Transit (DART) for the granting of easements for hike and bike trail purposes across approximately twenty-eight miles of DART owned property in exchange for the conveyance of the Madill Corridor by the City of Dallas to DART, subject to the retention of a water transmission line easement and other terms and conditions; **(2)** receipt and acceptance of said hike and bike trail easements; and **(3)** conveyance of the Madill Corridor by the City of Dallas to DART- Financing: No cost consideration to the City

Trinity Watershed Management

5. Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Sienna Court Townhomes, LLC, a Texas Limited Liability Company, et al., Cause No. CC-14-05569-C, pending in Dallas County Court at Law No. 3, to acquire approximately 4,237 square feet of land, including any improvements, located on San Jacinto Street near its intersection with Haskell Avenue for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project; and **(2)** settlement of the condemnation proceeding for an amount not to exceed the award - Not to exceed \$58,500 (\$55,000 being the amount of the award, plus closing costs and title expenses not to exceed \$3,500); an increase of \$14,527 from the amount Council originally authorized for this acquisition - Financing: General Obligation Commercial Paper Funds

**ADDENDUM
CITY COUNCIL MEETING
JUNE 10, 2015**

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION

City Attorney's Office

6. An ordinance amending Chapter 12A of the Dallas City Code to: **(1)** require that a person filing an ethics complaint swear or affirm under penalty of perjury that the complaint states a violation of Chapter 12A and is not brought for an improper purpose; **(2)** allow a person filing an ethics complaint to swear or affirm under penalty of perjury that the contentions in the complaint are supported by credible evidence; and **(3)** provide that a preliminary panel of the ethics advisory commission may assess the credibility of the evidence provided in and with a complaint in determining whether the complaint is supported by just cause - Financing: No cost consideration to the City

City Secretary's Office

7. Consideration of appointments to the Dallas Area Rapid Transit Board of Directors for Places 03, 04, 05, 06, 07, and 08 (shared) all for two year appointments (Closed Session, if necessary, Personnel, Sec. 551.074, T.O.M.A.) (List of nominees in the City Secretary's Office) - Financing: No cost consideration to the City

ADDENDUM DATE June 10, 2015

ITEM	IND								DESCRIPTION
#	OK	DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	
1			ALL	C	PBD, AVI, CCS, CES, EBS, FIR, LIB, OCA, PKR, SAN, TWM, WTR	\$58,096,821.66	91.54%	44.46%	Authorize a four-year service contract to provide armed and unarmed security guards to patrol and protect City facilities - Allied Barton Security Services, LLC in the amount of \$39,502,031, Ruiz Protective Service, Inc. in the amount of \$15,192,300 and Norred & Associates, Inc. in the amount of \$3,402,492, most advantageous proposers of eleven - Total not to exceed \$58,096,822 - Financing: Current Funds (\$15,933,236), Golf Improvement Funds (\$1,635,130), Convention and Event Services Current Funds (\$16,094,571), Water Utilities Current Funds (\$14,224,439), Aviation Current Funds (\$9,183,021) and Stormwater Drainage Management Current Funds (\$1,026,425) (subject to annual appropriations)
2			All	C	ATT, OFS, AVI	NC	NA	NA	Consideration of appointments to the Love Field Airport Modernization Corporation Board of Directors for a two-year term, expiring on September 30, 2017, or until the appointment of their successors by the City Council - Financing: No cost consideration to the City
3			N/A	C	AUD	NC	NA	NA	Authorize a detailed budget estimate of the needs and requirements of the City Auditor's Office for fiscal year 2015-16 in the amount of \$2,884,701 (subject to final funding adjustments for decisions that will be made on a citywide basis for items such as staff benefits, insurance, Communication and Information Services charges, and other items that may affect all city departmental budgets) - Financing: No cost consideration to the City
4			All	C	PNV, PKR, WTR	NC	NA	NA	Authorize (1) a Supplemental Agreement to the Master Interlocal Agreement between the City of Dallas and Dallas Area Rapid Transit (DART) for the granting of easements for hike and bike trail purposes across approximately twenty-eight miles of DART owned property in exchange for the conveyance of the Madill Corridor by the City of Dallas to DART, subject to the retention of a water transmission line easement and other terms and conditions; (2) receipt and acceptance of said hike and bike trail easements; and (3) conveyance of the Madill Corridor by the City of Dallas to DART- Financing: No cost consideration to the City
5			14	C	TWM, ATT	\$58,500.00	NA	NA	Authorize the (1) deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Sienna Court Townhomes, LLC, a Texas Limited Liability Company, et al., Cause No. CC-14-05569-C, pending in Dallas County Court at Law No. 3, to acquire approximately 4,237 square feet of land, including any improvements, located on San Jacinto Street near its intersection with Haskell Avenue for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project; and (2) settlement of the condemnation proceeding for an amount not to exceed the award - Not to exceed \$58,500 (\$55,000 being the amount of the award, plus closing costs and title expenses not to exceed \$3,500); an increase of \$14,527 from the amount Council originally authorized for this acquisition - Financing: General Obligation Commercial Paper Funds
6			N/A	I	ATT	NC	NA	NA	An ordinance amending Chapter 12A of the Dallas City Code to: (1) require that a person filing an ethics complaint swear or affirm under penalty of perjury that the complaint states a violation of Chapter 12A and is not brought for an improper purpose; (2) allow a person filing an ethics complaint to swear or affirm under penalty of perjury that the contentions in the complaint are supported by credible evidence; and (3) provide that a preliminary panel of the ethics advisory commission may assess the credibility of the evidence provided in and with a complaint in determining whether the complaint is supported by just cause - Financing: No cost consideration to the City
7			All	I	SEC	NC	NA	NA	Consideration of appointments to the Dallas Area Rapid Transit Board of Directors for Places 03, 04, 05, 06, 07, and 08 (shared) all for two year appointments (Closed Session, if necessary, Personnel, Sec. 551.074, T.O.M.A.) (List of nominees in the City Secretary's Office) - Financing: No cost consideration to the City

TOTAL \$58,155,321.66

ADDENDUM ITEM # 1

KEY FOCUS AREA: Public Safety

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): ALL

DEPARTMENT: Business Development & Procurement Services
Aviation
Code Compliance
Convention and Event Services
Equipment & Building Services
Fire
Library
Office of Cultural Affairs
Park & Recreation
Sanitation Services
Trinity Watershed Management
Water Utilities

CMO: Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837
Joey Zapata, 670-3009
Jill A. Jordan, P.E., 670-5299
Eric Campbell, 670-3255
Willis Winters, 670-4071
Mark McDaniel, 670-3256

MAPSCO: ALL

SUBJECT

Authorize a four-year service contract to provide armed and unarmed security guards to patrol and protect City facilities - Allied Barton Security Services, LLC in the amount of \$39,502,031, Ruiz Protective Service, Inc. in the amount of \$15,192,300 and Norred & Associates, Inc. in the amount of \$3,402,492, most advantageous proposers of eleven - Total not to exceed \$58,096,822 - Financing: Current Funds (\$15,933,236), Golf Improvement Funds (\$1,635,130), Convention and Event Services Current Funds (\$16,094,571), Water Utilities Current Funds (\$14,224,439), Aviation Current Funds (\$9,183,021) and Stormwater Drainage Management Current Funds (\$1,026,425) (subject to annual appropriations)

BACKGROUND

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

BACKGROUND (Continued)

This service contract will provide armed and unarmed security guards to patrol and protect approximately 225 City facilities.

Security guard duties under this contract include, but are not limited to, the following:

- Monitor and respond to building security and fire system equipment
- Patrol by vehicle and/or on foot in accordance with established routes and schedules
- Observe visitors for compliance with facility rules and regulations
- Intercept persons attempting to gain unauthorized access
- Respond to conditions or circumstances that pose a potential hazard or danger to personnel or property
- Provide comprehensive inspections and ensure all assigned facilities and/or equipment are secure

Security guards are strategic in the operation and surveillance of security at Love Field and Executive airports and are required to verify personnel and vehicle identification at restricted area access points in compliance with Transportation Security Administration (TSA) regulations. Additional duties also include monitoring of parking and traffic flow within the airport, inspecting vehicles, airfield construction security and assisting passengers.

Various Water Utilities locations, Kay Bailey Hutchison Convention Center Dallas, Love Field and Executive airports are City facilities that are prone to threats of attack due to their high visibility and the likely impact on Homeland Security. Due to these threats, it has become increasingly necessary to provide and maintain armed and unarmed security guards to prevent any security breach, suspicious activities, hazardous conditions or other situations observed that could pose a threat.

This service contract will provide security guards at City facilities such as:

- Dallas Love Field, Executive Airport and associated parking facilities
- Library branches (28)
- Park and Recreation facilities, to include Fair Park
- Water Utilities locations including treatment plants and pumping facilities (33)
- Kay Bailey Hutchison Convention Center
- Office of Cultural Affairs facilities (9)
- Trinity Watershed facilities (3)
- Dallas Fire-Rescue Dolphin Road facilities
- McCommas Bluff Landfill

BACKGROUND (Continued)

Security guards for this service contract will be mobile, site-specific, armed or unarmed, depending on the needs of individual facilities. The contracted security companies are licensed by the State of Texas as security contractors, and all guard personnel performing duties under this contract will have completed a training program and will be certified by the State of Texas prior to assignment.

An eight member committee from the following departments reviewed and evaluated the proposals:

- Business Development & Procurement Services (2)*
- Equipment and Building Services (1)
- Convention and Event Services (1)
- Aviation (1)
- Water Utilities (1)
- Park and Recreation (1)
- Office of Cultural Affairs (1)

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

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

- Experience and qualifications 35%
- Cost 30%
- Work Plan 20%
- Business Inclusion and Development Plan 15%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services used its procurement system to send out 722 email bid notifications to vendors registered under respective commodities. To further increase competition, Business Development and Procurement Services uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLink Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 13, 2011, City Council authorized a four year service contract to provide armed and unarmed security guards to patrol and protect City facilities by Resolution No. 11-0907.

On April 22, 2015, City Council authorized supplemental agreement no. 1 to the service contract for armed and unarmed security guards to patrol and protect City facilities, to extend the term from April 30, 2015 through July 30, 2015, by Resolution No. 15-0750.

On June 1, 2015, the Budget, Finance and Audit Committee was briefed via memorandum.

FISCAL INFORMATION

\$15,933,235.88 - Current Funds (subject to annual appropriations)
\$16,094,570.96 - Convention and Event Services Current Funds (subject to annual appropriations)
\$14,224,438.80 - Water Utilities Current Funds (subject to annual appropriations)
\$ 9,183,020.82 - Aviation Current Funds (subject to annual appropriations)
\$ 1,635,130.00 - Golf Improvement Funds (subject to annual appropriations)
\$ 1,026,425.20 - Stormwater Drainage Management Current Funds (subject to annual appropriations)

M/WBE INFORMATION

81 - Vendors contacted
77 - No response
4 - Response (Bid)
0 - Response (No bid)
1 - Successful

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

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

ETHNIC COMPOSITION

Allied Barton Security Services, LLC

White Male	408	White Female	78
Black Male	364	Black Female	195
Hispanic Male	104	Hispanic Female	42
Other Male	29	Other Female	10

ETHNIC COMPOSITION (Continued)

Ruiz Protective Service, Inc.

White Male	43	White Female	18
Black Male	57	Black Female	53
Hispanic Male	102	Hispanic Female	29
Other Male	24	Other Female	11

Norred & Associates, Inc.

White Male	216	White Female	76
Black Male	460	Black Female	310
Hispanic Male	20	Hispanic Female	9
Other Male	1	Other Female	2

PROPOSAL INFORMATION

The following proposals were received from solicitation number BVZ1506 and were opened on March 19, 2015. These service contracts are being awarded to the most advantageous proposers by group. Information related to this solicitation is available upon request

*Denotes successful proposers

<u>Proposers</u>	<u>Address</u>	<u>Amount</u>
*Allied Barton Security Services, LLC	3030 LBJ Fwy. Suite 800 Dallas, TX 75234	Multiple Groups**
*Ruiz Protective Service, Inc.	2646 Andjon Dr. Dallas, TX 75220	Multiple Groups
*Norred & Associates, Inc.	1003 Virginia Ave. Suite 200 Atlanta, GA 30354	Multiple Groups
Kent Security of Texas, Inc.	3530 Forest Ln. Suite 3000 Dallas, TX 75234	Multiple Groups**

PROPOSAL INFORMATION (Continued)

<u>Proposers</u>	<u>Address</u>	<u>Amount</u>
Giadolor Holdings, Inc. dba Dog World Services	351 W. Jefferson Blvd. Suite 200 Dallas, TX 75208	Multiple Groups**
U.S. Security Associates, Inc.	200 Mansell Ct. 5th Floor Roswell, GA 30076	Multiple Groups
Twin City Security, Inc.	8131 LBJ Fwy. Suite 125 Dallas, TX 75251	Multiple Groups**
Champion National Security, Inc.	1616 Gateway Blvd. Richardson, TX 75080	Multiple Groups**
Cooley's Security Service	924 St. George Pl. Desoto, TX 75115	Multiple Groups**
ORJR, Inc. dba Texas Professional Security Services	2351 W. Northwest Hwy. Suite 3250 Dallas, TX 75220	Multiple Groups
Andy Frain Services, Inc.	3215 McKinney St. Houston, TX 77003	Multiple Groups

**Twin City Security, Inc., Kent Security of Texas, Inc., Champion National Security, Inc. Cooley's Security Service and Dog World Services were deemed non responsive for Group V - Aviation due to not meeting the specifications.

**Allied Barton Security Services, LLC and the City could not come to final terms on Group VII - Equipment and Building Services.

OWNERS

Allied Barton Security Services, LLC

Carol Johnson, President
David I. Buckman, Secretary
William A. Torzolini, Treasurer

OWNERS (Continued)

Ruiz Protective Service, Inc.

Hector Ruiz, President
Rob Minnis, Vice President
Sharon Vaughn, Secretary
Hector Ruiz, Treasurer

Norred & Associates, Inc.

Jeff Bohling, President

BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

PROJECT: Authorize a four-year service contract to provide armed and unarmed security guards to patrol and protect City facilities - Allied Barton Security Services, LLC in the amount of \$39,502,031, Ruiz Protective Service, Inc. in the amount of \$15,192,300 and Norred & Associates, Inc. in the amount of \$3,402,492, most advantageous proposers of eleven - Total not to exceed \$58,096,822 - Financing: Current Funds (\$15,933,236), Golf Improvement Funds (\$1,635,130), Convention and Event Services Current Funds (\$16,094,571), Water Utilities Current Funds (\$14,224,439), Aviation Current Funds (\$9,183,021) and Stormwater Drainage Management Current Funds (\$1,026,425) (subject to annual appropriations)

Allied Barton Security Services, LLC., is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and propose to use the following sub-contractors. Ruiz Protective Service, Inc., is a local, minority firm, has signed the "Business Inclusion & Development" documentation, and propose to use the following sub-contractors. Norred & Associates, Inc., is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and propose to use the following sub-contractors.

PROJECT CATEGORY: Other Services

LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$53,180,712.32	91.54%
Total non-local contracts	\$4,916,109.34	8.46%
TOTAL CONTRACT	\$58,096,821.66	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
De'Leon Protective Services	HFDB63123Y0915	\$2,270,426.25	4.27%
Ruiz Protective Services	HMDB63116Y0915	\$11,408,255.49	21.45%
Houston Harris Patrol Division	HMMB56161N0516	\$9,401,483.26	17.68%
Total Minority - Local		\$23,080,165.00	43.40%

Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
National Security & Protective Services	BMDB6457Y0316	\$1,235,104.54	25.12%
Carrizal & Associates	HMMB4928N0915	\$1,513,617.50	30.79%
Total Minority - Non-local		\$2,748,722.04	55.91%

TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local & Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$1,235,104.54	2.13%
Hispanic American	\$23,080,165.00	43.40%	\$24,593,782.50	42.33%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$23,080,165.00	43.40%	\$25,828,887.04	44.46%

June 10, 2015

WHEREAS, on April 13, 2011, City Council authorized a four-year service contract to provide armed and unarmed security guards to patrol and protect City facilities by Resolution No. 11-0907; and,

WHEREAS, on April 22, 2015, City Council authorized supplemental agreement no. 1 to the service contract for armed and unarmed security guards to patrol and protect City facilities, to extend the term from April 30, 2015 through July 30, 2015, by Resolution No. 15-0750;

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to execute a contract with Allied Barton Security Services, LLC (VS0000019041) in the amount of \$39,502,030.58, Ruiz Protective Service, Inc. (354861) in the amount of \$15,192,299.24 and Norred & Associates, Inc. (VS0000078855) in the amount of \$3,402,491.84 to provide armed and unarmed security guards to patrol and protect City facilities for a term of four years in a total amount not to exceed \$58,096,821.66, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed, unit price basis for performance of specified tasks, payment to Allied Barton Security Services, LLC, Ruiz Protective Service, Inc. and Norred & Associates, Inc. shall be based only upon the amount of the services directed to be performed by the City and properly performed by Allied Barton Security Services, LLC, Ruiz Protective Service, Inc. and Norred & Associates, Inc. under the contract.

Section 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$58,096,821.66 (subject to annual appropriations).

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

ADDENDUM ITEM # 2

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: City Attorney's Office
Office of Financial Services
Aviation

CMO: Warren M.S. Ernst, 670-3491
Jeanne Chipperfield, 670-7804
Ryan S. Evans, 671-9837

MAPSCO: N/A

SUBJECT

Consideration of appointments to the Love Field Airport Modernization Corporation Board of Directors for a two-year term, expiring on September 30, 2017, or until the appointment of their successors by the City Council - Financing: No cost consideration to the City

BACKGROUND

On June 25, 2008, by Resolution No. 08-1876, Council approved (1) the establishment of a local government corporation, the Love Field Airport Modernization Corporation (the "Corporation"), for the purpose of financing the Love Field Modernization Program (the "LFMP"); (2) the Corporation's articles of incorporation and bylaws; and (3) the appointment of the Corporation's initial Board of Directors.

The Corporation is a nonstock, nonprofit local government corporation organized and existing under the laws of the State of Texas, including particularly Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), and is a duly constituted public instrumentality of the City of Dallas, Texas (the "City"), a political subdivision of the State of Texas, within the meanings 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 of 1986, as amended (the "Code"), and the Corporation is functioning and acting solely on behalf of the City.

The Corporation's current Board of Directors consists of Forest Turner, Shelia Robinson and Corrine Steeger. Each member serves a two year term, expiring on September 30th of the year the term expires, or until his or her successor is appointed by the City Council in accordance with Corporation Bylaws. The current members' terms have expired and all are eligible for reappointment.

BACKGROUND (Continued)

Under the Bylaws, eligible persons must be a City employee, and a resident and qualified elector of the City.

The City Manager, in accordance with the Bylaws, has recommended the reappointment of Forest Turner, Shelia Robinson and Corrine Steeger to the Love Field Airport Modernization Corporation Board of Directors.

PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)

On June 25, 2008, City Council approved the Corporation's articles of incorporation and bylaws and the appointment of the Corporation's initial Board of Directors by Resolution No. 08-1876.

FISCAL INFORMATION

No cost consideration to the City

June 10, 2015

WHEREAS, the City of Dallas established the Love Field Airport Modernization Corporation (“the Corporation”); and

WHEREAS, the City of Dallas wishes to approve appointments to the Love Field Airport Modernization Corporation Board of Directors for an additional two-year term, expiring on September 30, 2017, or until the appointment of their successors by the City Council in accordance with the Corporation Bylaws; and

WHEREAS, the City Manager, in accordance with the Bylaws, recommended the reappointment of Forest Turner, Shelia Robinson and Corrine Steeger; **Now, Therefore,**

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

Section 1. That Forest Turner, Shelia Robinson and Corrine Steeger be reappointed to the Love Field Airport Modernization Corporation Board of Directors for an additional two-year term, expiring on September 30, 2017, or until the appointment of their successors by the City Council in accordance with the Corporation Bylaws.

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

ADDENDUM ITEM # 3

KEY FOCUS AREA: E-Gov
AGENDA DATE: June 10, 2015
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Auditor
CMO: Craig Kinton, 670-3222
MAPSCO: N/A

SUBJECT

Authorize a detailed budget estimate of the needs and requirements of the City Auditor's Office for fiscal year 2015-16 in the amount of \$2,884,701 (subject to final funding adjustments for decisions that will be made on a citywide basis for items such as staff benefits, insurance, Communication and Information Services charges, and other items that may affect all city departmental budgets) - Financing: No cost consideration to the City

BACKGROUND

The Dallas City Charter, Chapter IX establishes the City Auditor's Office as an independent audit function with the primary responsibility of serving at the direction of the City Council

Proposition 5 (11-04-2014) amended the Dallas City Charter Chapter XI, Sec. 2 to require the City Auditor to furnish a detailed budget estimate of the needs and requirements of the City Auditor's Office for the coming year directly to the City Council, to be approved by the City Council, and then consolidated with the City Manager's annual budget estimate. (Amend. of 11-8-05, Prop. No. 13; Amend. of 11-4-14, Prop. No. 5)

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 18, 2015, the City Auditor's Office fiscal year 2015-2016 detailed budget estimate was briefed to the Budget, Finance & Audit Committee. Motion made by Councilmember Philip Kingston and seconded by Councilmember Sheffield Kadane that the Budget, Finance & Audit Committee approve the detailed budget estimate, subject to final citywide adjustments, and recommend full City Council approval for inclusion in the City Manager's annual budget estimate for fiscal year 2015-16. The motion was passed unanimously.

FISCAL INFORMATION

No cost consideration to the City.

June 10, 2015

WHEREAS, on May 18, 2015, the City Council's Budget, Finance & Accountability Committee unanimously voted to recommend approval by the full City Council the City Auditor's Office detailed budget estimate of \$2,844,701, subject to final citywide adjustments, for inclusion in the City Manager's annual budget estimate for fiscal year 2015-16.

NOW, THEREFORE,

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

Section 1. That the City Auditor's Office detailed budget estimate of \$2,844,701, subject to final citywide adjustments such as staff benefits, insurance, Communication and Information Services charges, and other items that may affect all city departmental budgets, be included in the City Manager's annual budget estimate for fiscal year 2015-16.

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

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: Planning and Neighborhood Vitality
Park & Recreation
Water Utilities

CMO: A. C. Gonzalez, 670-3297
Willis Winters, 670-4071
Mark McDaniel, 670-3256

MAPSCO: N/A

SUBJECT

Authorize **(1)** a Supplemental Agreement to the Master Interlocal Agreement between the City of Dallas and Dallas Area Rapid Transit (DART) for the granting of easements for hike and bike trail purposes across approximately twenty-eight miles of DART owned property in exchange for the conveyance of the Madill Corridor by the City of Dallas to DART, subject to the retention of a water transmission line easement and other terms and conditions; **(2)** receipt and acceptance of said hike and bike trail easements; and **(3)** conveyance of the Madill Corridor by the City of Dallas to DART- Financing: No cost consideration to the City

BACKGROUND

At the request of A.C Gonzalez this item was placed on the June 10, 2015, City Council Addendum due to the pending approval of the Supplemental Agreement to the Master Interlocal Agreement between the City of Dallas and Dallas Area Rapid Transportation (DART) for the granting of easements.

On August 13, 1983, Dallas Area Rapid Transit Authority (DART) was created as a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, for the purpose of providing public transportation and general transportation services within the DART service area, which includes the City of Dallas, a Texas home rule municipal corporation, and surrounding regions. On February 28, 1990, the Dallas City Council, by Resolution No. 90-0810 approved a Master Interlocal Agreement ("Master ILA") between DART and City regarding DART's system and establishing a cooperative and supportive relationship between DART and City.

BACKGROUND (Continued)

The Master ILA has undergone numerous supplementations and amendments over the years as City and DART have sought to address newly arising circumstances, issues, and needs as well as to refine and improve the relationship.

The emerging evolution of transportation infrastructure in the City of Dallas and the providing of an integrated transportation system that balances the needs of pedestrians, public transit, bicycles, and automobiles are of ever increasing importance to the economic vitality and quality of life in the city. The principles of Sustainable Livable Communities are essential for the vitality of the city, and the development of a hike and bike trail system is an essential component in establishing sustainable communities.

In recognition and furtherance of these principles, the Park and Recreation Board adopted the Dallas Trail Network Master Plan in 2005 and updated same in 2008. Per the Dallas Trail Network Master Plan, City's trail system is proposed to be located on properties owned by various parties, including but not limited to approximately 27.9 miles of trails on properties owned or controlled by DART.

The City has already received from DART a number of terminable licenses and permissions to use DART properties for various segments of its hike and bike trail system, but desires to secure permanent easements for its public hike and bike trails as to DART's properties.

DART is willing to grant hike and bike trail easements, to include existing trails, trails currently planned and under development, and future trails in furtherance of City's trail system in exchange for the conveyance to DART by the City of a corridor of real property located in Dallas County, Texas, formerly owned by Chicago Pacific Corporation, conveyed to City by deed dated March 19, 1986, recorded on March 24, 1986, at Volume 86057, Page 0342, Official Real Property Records of Dallas County, Texas, being held by the Dallas Water Utilities for a water transmission line or lines, and currently accommodating railway lines, (the "Madill Corridor").

This item will authorize a Supplemental Agreement as to the Master ILA with DART establishing a process for granting to City hike and bike trail easements consistent with City's Trail Network Master Plan on DART owned or controlled property for and in consideration of conveyance to DART by City of the Madill Corridor. Existing trail licenses will be replaced with easements and trail sections currently being developed and future trails will also be secured as easements.

The attached Attachment A to this AIS identifies the various trail sections that will be covered and the Madill Corridor.

BACKGROUND (Continued)

The trail easements will be non-exclusive perpetual easements for recreation trail use. They will allow for the installation of various improvements associated with the public's use and enjoyment of the trails, consistent with similar trails operated by City, at City's cost and expense, and upon review and approval by DART, said approval not to be unreasonably withheld. The easements will be terminable under very limited circumstances, thereby providing the City with much greater rights and safeguards of its investment in its trails. The City will be responsible for maintaining trail easement areas, but not DART's lines, facilities, or improvements.

Conveyance of the Madill Corridor will be by Deed without Warranty, "AS IS", and subject to the City's usual exceptions, waivers, reservations, restrictions, and conditions. Also, the City will retain a variable width water transmission line easement (approximately 30-feet in width) for use by DWU. The water line easement will also be available for hike and bike trail development. DART will maintain the easement surface area until such time as a trail is developed.

Dallas Water Utilities shall be reimbursed by the General Capital Reserve for the estimated value of its interest in the Madill Corridor being exchanged for the hike and bike trails in an amount of \$620,000.00 to be paid in four, annual installments of \$155,000.00 beginning in Fiscal Year 2015-16.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Park and Recreation Board was briefed on this item on May 21, 2015.

The City Council was briefed on this item on June 3, 2015.

FISCAL INFORMATION

No cost consideration to the City

MAPS

Attached.

Attachment A

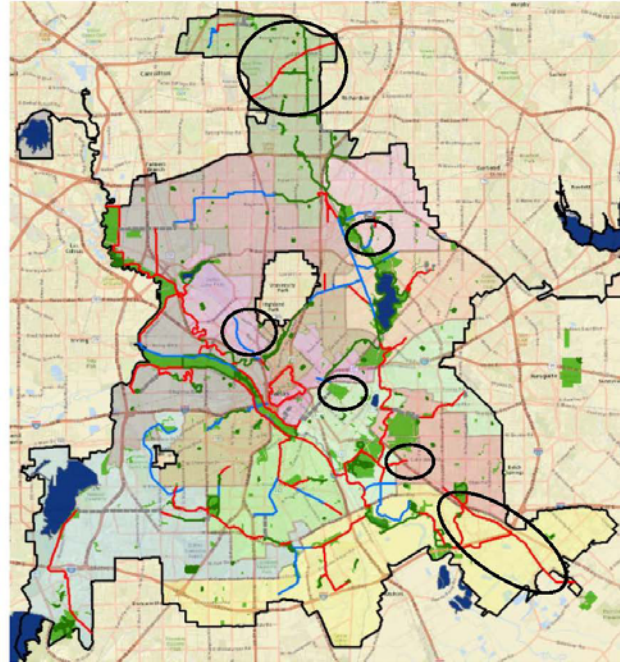
DART Easement Acquisition

Trail	Status	Area	Total Acreage of DART Property	Miles	Total needed for H&B Trails (generally 30 feet is required where possible)
Katy Trail	Existing	Harvard Avenue to Airline Drive	2.92	0.44	1.60
Santa Fe Trail	Existing	Winstead Rd to Hill Street	53.67	4.03	14.65
Santa Fe Trestle Trail	Existing	E. 8th St to Union Pacific RR Line	23.89	1.98	7.20
Cottonwood Trail Forest Lane DART Station	Existing	Connection at Forest Ln Station	1.81	0.17	0.62
Katy Trail Extension/Ridgewood Trail	Existing	Mockingbird Ln and Pedestrian Bridge	2.84	0.24	0.87
Katy Trail Extension/Ridgewood Trail	Pending	Abrams Rd to Ridgewood Park	2.65	0.36	1.31
Katy Trail Extension/Ridgewood Trail	Pending	Ridgewood Park to Northwest Highway	13.95	0.71	2.58
Santa Fe Trail Extension	Pending	Hill St to Parry Ave and Elm St	2.95	0.63	2.29
			104.68	8.56	31.13
SOPAC Trail Phase 3	Future	Ridgewood Trail to White Rock Lake Trail	25.94	1.82	6.62
SOPAC Trail Phase 4	Future	White Rock Creek Trail to Ridgewood Trail	49.32	3.41	12.40
Fair Park Boulevard Trail	Future	Parry Avenue to Hatcher St	17.81	1.64	5.96
Trinity Forest Spine Trail Connection at Lawnview DART Station	Future	Lawnview DART Station	6.51	0.58	2.11
Cedar Crest Trail	Future	8th Street Station to Morrell Station	6.21	0.76	2.76
Kieberg Trail	Future	Buckner DART Station to Interstate 20	48.78	3.25	11.82
Cottonbelt Trail	Future	Richardson City Limit to Dallas North Tollway	91	4.54	16.51
Ruyon Creek Greenbelt Camp Wisdom Station	Future	Ruyon Creek Greenbelt Trail to Camp Wisdom DART Station	1.87	0.24	0.87
Ruyon Creek Greenbelt to DART UNT Dallas Station	Future	Ruyon Creek Greenbelt to DART UNT Dallas Station	15.56	0.87	3.16
Trinity Strand Trail Phase 2	Future	Oaklawn Ave to Motor Rd	19.63	1.88	6.84
Lake Highlands Trail Phase 4	Future	Church Road to Lake Highlands DART Station	2.94	0.42	1.53
Total			285.57	19.41	70.58
		Totals	390.25	27.97	101.71

MADILL PROPERTY INFO				
DWU's Madill Property	Current	Walnut Hill to Beliline (6.2 miles mile marker 700 to 706.2)	Total Acreage - DCAD	Total to DART (less the 30-foot strip for pipeline) Acres
			101.79	79.24

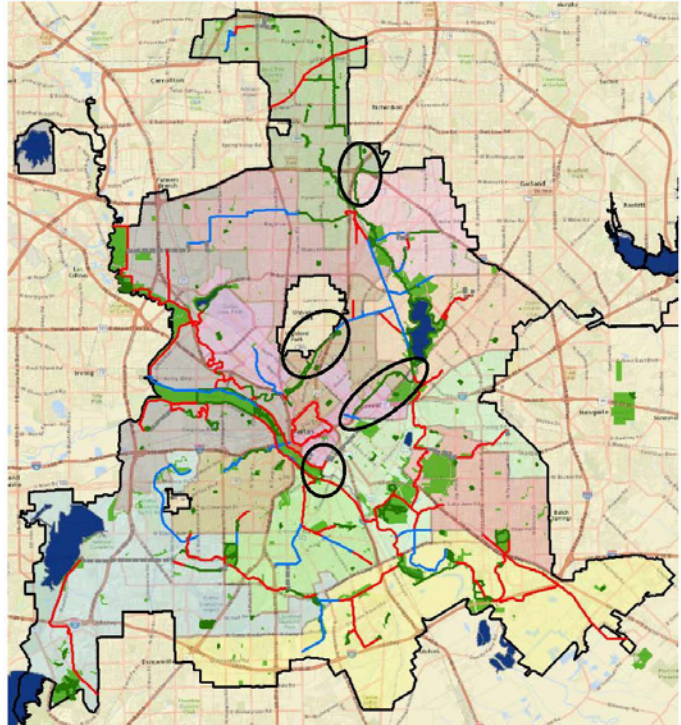
DART: Future Easements

- The proposed amended ILA and easement will cover 13.07 miles of future trails including:
 - Fair Park – Fair Park Boulevard/Trail connector
 - Trinity Forest Spine Trail approaches and connection at Lawnview DART Station Cedar Crest Trail
 - Kleberg Trail
 - Cottonbelt Trail
 - Trinity Strand Trail Phase 2
 - Lake Highlands Trail Phase 3
- Also future connections between other trails and DART Light Rail Stations



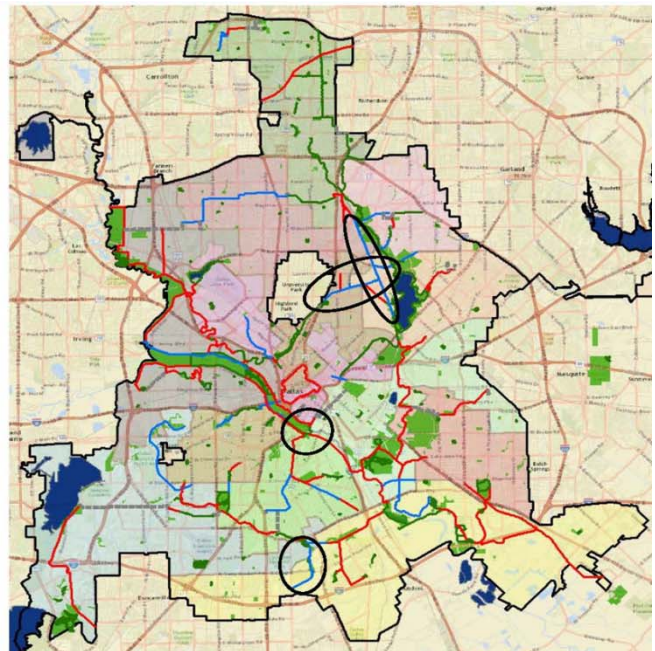
DART: Existing Licenses

- City has existing license agreements with DART covering 7.25 miles of existing trails
 - Portion of the Katy Trail
 - Santa Fe Trail
 - Santa Fe Trestle Trail
 - Portion of Cottonwood Trail
 - Santa Fe Trail Extension
- These agreements are currently terminable
- All these licenses become easements under Amended ILA



DART: Pending Licenses

- The City of Dallas is working on pending easements for 7.65 miles of trails with DART
 - Katy Trail Extension
 - SOPAC Trail (Phase 3 and 4)
 - Runyun Creek Greenbelt Trail
 - Santa Fe Trestle Trail/Moore Park Trailhead



June 10, 2015

WHEREAS, on August 13, 1983, Dallas Area Rapid Transit Authority (DART) was created as a regional transportation authority organized and existing pursuant to Chapter 452, Texas Transportation Code, for the purpose of providing public transportation and general transportation services within the DART service area, which includes the City of Dallas, a Texas home rule municipal corporation, and surrounding regions; and

WHEREAS, on February 28, 1990, Dallas City Council Resolution No. 90-0810 approved a Master Interlocal Agreement ("Master ILA") between DART and City regarding DART's system and establishing a cooperative and supportive relationship between DART and City; and

WHEREAS, the Master ILA has undergone numerous supplementations and amendments over the years as City and DART have sought to address newly arising circumstances, issues, and needs and to refine and improve the relationship; and

WHEREAS, City recognizes the emerging evolution of transportation infrastructure in the City of Dallas and the importance of providing an integrated transportation system that balances the needs of pedestrians, public transit, bicycles, and automobiles; and

WHEREAS, it is recognized that the principles of Sustainable Livable Communities are essential for the vitality of the city and the development of a hike and bike trail system is an essential component in establishing sustainable communities and, in furtherance of these principles, the City Council adopted the Dallas Trail Network Master Plan in 2005 and updated same in 2008; and

WHEREAS, per the Dallas Trail Network Master Plan, City's trail system is proposed to be located on properties owned by various parties, including but not limited to approximately 27.9 miles of trails on properties owned or controlled by DART; and

WHEREAS, City has already received from DART a number of licenses and permissions to use DART properties for various segments of its hike and bike trail system; and

WHEREAS, City desires to secure permanent easements for its public hike and bike trails as to DART's properties; and

June 10, 2015

WHEREAS, DART is willing to grant such hike and bike trail easements, to include existing trails, trails currently planned and under development, and future trails in furtherance of City's trail system in exchange for the conveyance to DART by City of a corridor of real property located in Dallas County, Texas, formerly owned by Chicago Pacific Corporation, conveyed to City by deed dated March 19, 1986, recorded on March 24, 1986, at Volume 86057, Page 0342, Official Real Property Records of Dallas County, Texas, being held by the Dallas Water Utilities for a water transmission line or lines, and currently accommodating railway lines, (the "Madill Corridor"); and

WHEREAS, in order to secure the hike and bike trail easements from DART, City is willing to convey the Madill Corridor to DART, subject to the retention of a water line easement and the other terms and conditions herein provided; and

WHEREAS, the City of Dallas may sell or exchange its property to a governmental entity that has the power of eminent domain without complying with the notice and bidding requirements for the sale of public lands provided for in Chapter 272, Section 272.001 of the Texas Local Government Code; and

WHEREAS, to facilitate this exchange of property interests, reduce the transaction cost of same, and expedite same City wishes to waive those provisions of Section 2-24 of the Dallas City Code not required by state law as to this transaction; and

WHEREAS, City wishes to enter into a Supplemental Agreement as to the Master ILA with DART establishing a process for granting to City hike and bike trail easements consistent with City's Trail Network Master Plan on DART owned or controlled property for and in consideration of conveyance to DART by City of the Madill Corridor, upon the terms and conditions herein stated and as approved by the City Attorney.

Now, Therefore,

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

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a Supplemental Agreement to the Master Agreement with DART (the "Supplemental ILA") between City of Dallas, a municipal corporation, ("City"), and the Dallas Area Rapid Transit Authority ("DART"), establishing a process for the locating and granting of hike and bike trail easements upon DART owned or controlled property in furtherance of the City's Trail Network Master Plan.

June 10, 2015

SECTION 2. That the terms and conditions of the Supplemental ILA shall include the following:

- (a) DART shall commit to grant hike and bike trail easements ("Trail Easements") to City for the portions of City's hike and bike trail system identified on Attachment A hereto, subject to DART's review and approval on a project-by-project basis, said approvals not to be unreasonably withheld.
- (b) DART and City shall utilize a form for the Trail Easements agreed to by the parties, substantially similar to a form attached to and incorporated into the Supplemental ILA, and containing the terms and conditions provided in Section 3 hereof.
- (c) As consideration for the easements granted and to be granted in the future, City shall convey to DART the Madill Corridor on the terms and conditions.

SECTION 3. That the terms and conditions of the Trail Easements shall include the following:

- (a) The easements shall be a non-exclusive perpetual easement for the construction, installation, maintenance and operation of a public hike and bike trail consisting of improved surfaces and related approved facilities for use by the general public for recreational purposes.
- (b) The easements shall not constitute a public street, road, or alley.
- (c) The easements shall allow for the installation of various improvements associated with the public's use and enjoyment of the trails, consistent with similar trails operated by City, at City's cost and expense, and upon review and approval by DART, said approval not to be unreasonably withheld.
- (d) The easements shall be terminable only as follows: (1) by DART in the event and to the extent necessitated by a change in federal or state law, subject to 2 years notice and reasonable efforts to minimize impact on City's trails; (2) by DART as to easement area to within 25-feet of paved trail areas, if sold to third-parties with 180-days notice of said sale; (3) by DART upon City's default under the easement terms after 90-days notice and opportunity to cure; and (4) by City upon formal abandonment by City.
- (e) The easements shall provide for minimizing negative impact on the trails and the relocation of impacted facilities of the parties.

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- (f) The easements shall provide for a limited indemnification of DART by City for City's negligence, but only to the extent allowed by law.
- (g) The easements shall require City's contractor to meet commercially reasonable insurance requirements.
- (h) The easements shall require City to maintain the easement area, but not DART's facilities, lines, or improvements.
- (i) The easements may contain such other commercially reasonable provisions as are deemed appropriate or necessary by the City Attorney.

SECTION 4. That upon execution and delivery of the Supplemental ILA, the City Manager or designee is authorized to execute a Deed Without Warranty, to be attested by the City Secretary, upon approval as to form by the City Attorney, for conveyance of the Madill Corridor to DART. The Deed Without Warranty shall be subject to the covenants, conditions, reservations, and restrictions contained in Sections 5 and 6, hereof.

SECTION 5. That the Deed Without Warranty shall provide for the reservation and retention by City of a water transmission line easement to be located along the eastern/southern side of the Madill Corridor, having a variable width of approximately 30 feet as deemed necessary by City. The easement shall be for the construction, maintenance and operation of a water transmission line or lines (including without limitation a 72-inch water transmission line) and related facilities on terms acceptable to City and/or for future hike and bike trail use on substantially similar terms as contemplated in the Supplemental ILA. City shall restore the surface of the easement area after any construction and DART shall provide routine mowing, trash control and maintenance of the surface of the easement area until such time as hike and bike trails are installed on same.

SECTION 6. That the Deed Without Warranty shall provide that the conveyance to DART is subject to the following:

- (a) a restriction prohibiting the placement of industrialized housing on the property; and
- (b) any visible and apparent easements and any encroachments whether of record or not; and

June 10, 2015

- (c) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases or other instruments of record and applicable to the property or any part thereof; and
- (d) to the maximum extent allowed by law, (i) grantee is taking the property "AS IS, WHERE IS, WITH ALL FAULTS"; (ii) grantor disclaims responsibility as to the accuracy or completeness of any information relating to the property; (iii) grantee assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the property can be used for the purposes desired and to check for outstanding or pending code enforcement actions including, but not limited to, repair or demolition orders; and (iv) grantor expressly disclaims and grantee expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property; and
- (e) grantee takes the property subject to existing trackage rights agreements, if any, applicable to same; and
- (f) grantor makes no representations of any nature regarding the property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the property, including without limitation, the water, soil and geology, and the suitability thereof and the property for any and all activities and uses which grantee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended,

June 10, 2015

(c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any “hazardous chemicals” or “toxic chemicals” under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any “hazardous waste” under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder; and

- (g) Subject to four utility lines to be relocated into and crossing the property in connection with I-35 expansion work, if necessary; and
- (h) Such other terms and requirements of the sale and/or disclaimers as City deems necessary, convenient or appropriate.

SECTION 7. That if a title policy is desired by any of the parties for any real property interest it is receiving, same shall be at the expense of said party.

SECTION 8. That the Madill Corridor conveyance shall be subject to standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by grantee.

SECTION 9. That the terms and procedures required by Section 2-24 of the Dallas City Code that are not required by state law concerning the sale of real property are waived with respect to this transaction.

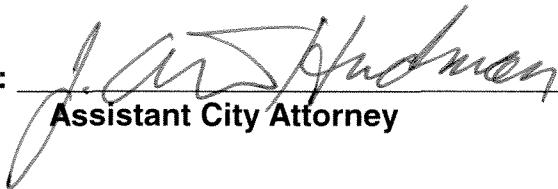
June 10, 2015

SECTION 10. That the Chief Financial Officer is hereby authorized to reimburse Dallas Water Utilities from the General Capital Reserve for the estimated value of its interest in the Madill Corridor being in exchange for the hike and bike trails in an amount of \$620,000.00 to be paid in four, annual installments of \$155,000.00 beginning in Fiscal Year 2015-16 (subject to appropriations). The reimbursement proceeds shall come from Fund 0625, Dept BMS, Unit 8888, Object 3637, and shall be deposited in Fund 0100, Dept DWU, Unit 7005, Revenue Source 9201.

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

APPROVED AS TO FORM
Warren M. S. Ernst, City Attorney

BY:


Assistant City Attorney

Attachment A

DART Easement Acquisition

Trail	Status	Area	Total Acreage of DART Property	Miles	Total needed for H&B Trails (generally 30 feet is required where possible)
Katy Trail	Existing	Harvard Avenue to Airline Drive	2.92	0.44	1.60
Santa Fe Trail	Existing	Winstead Rd to Hill Street	53.67	4.03	14.65
Santa Fe Trestle Trail	Existing	E. 8th St to Union Pacific RR Line	23.89	1.98	7.20
Cottonwood Trail Forest Lane DART Station	Existing	Connection at Forest Ln Station	1.81	0.17	0.62
Katy Trail Extension/Ridgewood Trail	Existing	Mockingbird Ln and Pedestrian Bridge	2.84	0.24	0.87
Katy Trail Extension/Ridgewood Trail	Pending	Abrams Rd to Ridgewood Park	2.65	0.36	1.31
Katy Trail Extension/Ridgewood Trail	Pending	Ridgewood Park to Northwest Highway	13.95	0.71	2.58
Santa Fe Trail Extension	Pending	Hill St to Parry Ave and Elm St	2.95	0.63	2.29
			104.68	8.56	31.13
SOPAC Trail Phase 3	Future	Ridgewood Trail to White Rock Lake Trail	25.94	1.82	6.62
SOPAC Trail Phase 4	Future	White Rock Creek Trail to Ridgewood Trail	49.32	3.41	12.40
Fair Park Boulevard Trail	Future	Parry Avenue to Hatcher St	17.81	1.64	5.96
Trinity Forest Spine Trail Connection at Lawnview DART Station	Future	Lawnview DART Station	6.51	0.58	2.11
Cedar Crest Trail	Future	8th Street Station to Morrell Station	6.21	0.76	2.76
Kieberg Trail	Future	Buckner DART Station to Interstate 20	48.78	3.25	11.82
Cottonbelt Trail	Future	Richardson City Limit to Dallas North Tollway	91	4.54	16.51
Ruyon Creek Greenbelt Camp Wisdom Station	Future	Ruyon Creek Greenbelt Trail to Camp Wisdom DART Station	1.87	0.24	0.87
Ruyon Creek Greenbelt to DART UNT Dallas Station	Future	Ruyon Creek Greenbelt to DART UNT Dallas Station	15.56	0.87	3.16
Trinity Strand Trail Phase 2	Future	Oaklawn Ave to Motor Rd	19.63	1.88	6.84
Lake Highlands Trail Phase 4	Future	Church Road to Lake Highlands DART Station	2.94	0.42	1.53
Total			285.57	19.41	70.58
		Totals	390.25	27.97	101.71

MADILL PROPERTY INFO				
DWU's Madill Property	Current	Walnut Hill to Beliline (6.2 miles mile marker 700 to 706.2)	Total Acreage - DCAD	Total to DART (less the 30-foot strip for pipeline) Acres
			101.79	79.24

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): 14

DEPARTMENT: Trinity Watershed Management
City Attorney's Office

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

MAPSCO: 45D

SUBJECT

Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the condemnation proceeding styled City of Dallas v. Sienna Court Townhomes, LLC, a Texas Limited Liability Company, et al., Cause No. CC-14-05569-C, pending in Dallas County Court at Law No. 3, to acquire approximately 4,237 square feet of land, including any improvements, located on San Jacinto Street near its intersection with Haskell Avenue for the Mill Creek/Peaks Branch/State Thomas Drainage Relief Tunnel Project; and **(2)** settlement of the condemnation proceeding for an amount not to exceed the award - Not to exceed \$58,500 (\$55,000 being the amount of the award, plus closing costs and title expenses not to exceed \$3,500); an increase of \$14,527 from the amount Council originally authorized for this acquisition - Financing: General Obligation Commercial Paper Funds

BACKGROUND

On August 13, 2014, the City Council authorized the acquisition of this property, by Resolution No. 14-1270. The property owner was offered \$40,473, which was based on a written appraisal from an independent certified appraiser. The property owner did not accept the offer and the City filed an eminent domain proceeding to acquire the property. After a hearing before the Special Commissioners on May 29, 2015, the property owner was awarded \$55,000. This item authorizes deposit of the amount awarded by the Special Commissioners for the property, which is \$14,527 more than the City Council originally authorized for this acquisition, plus closing costs and title expenses not to exceed \$3,500.

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

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized acquisition on August 13, 2014, by Resolution No. 14-1270.

Council was briefed by memorandum regarding this item.

FISCAL INFORMATION

2006 Bond Program (General Obligation Commercial Paper Funds) - \$58,500 (\$55,000 being the amount of the award, plus closing costs and title expenses not to exceed \$3,500)

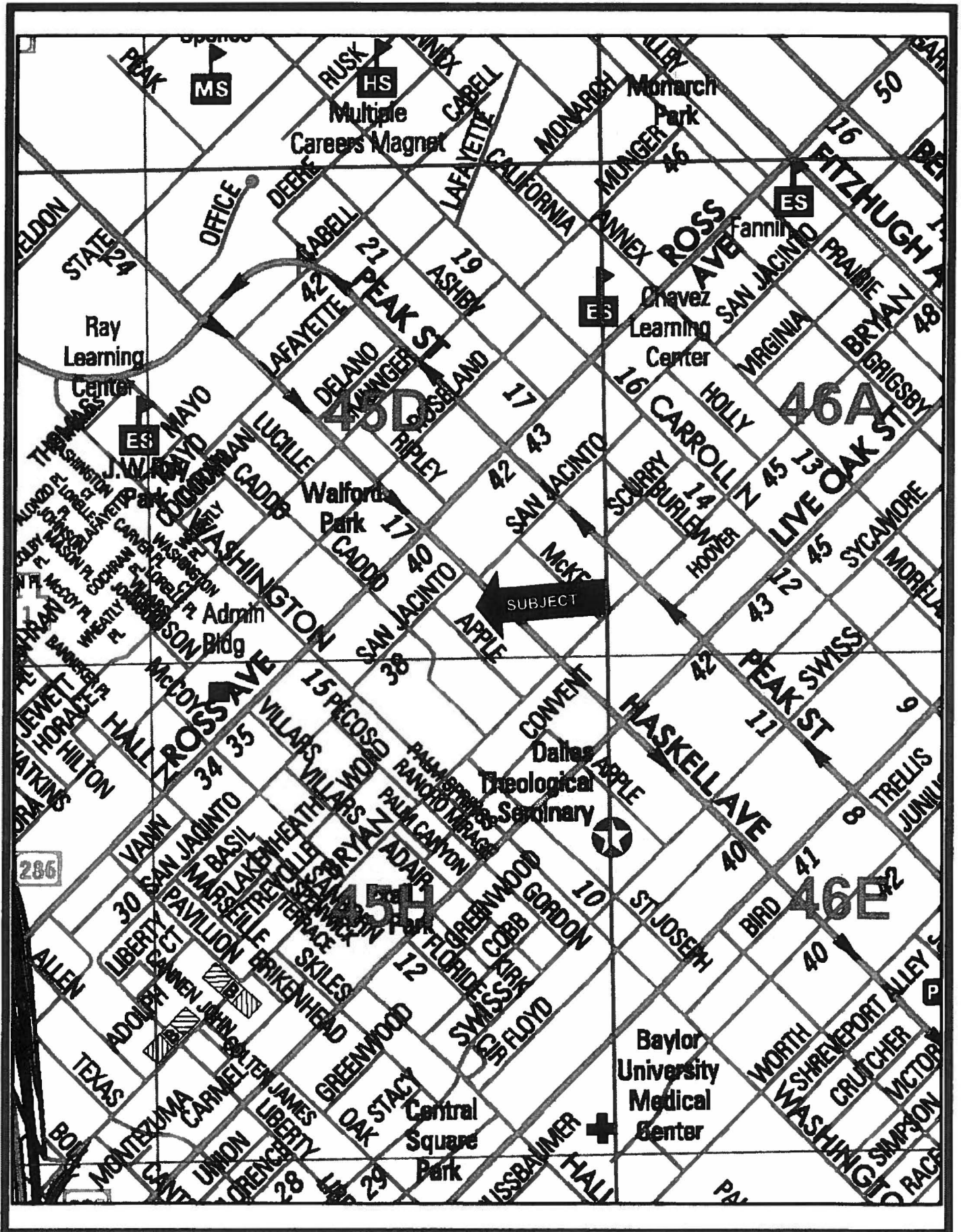
OWNER

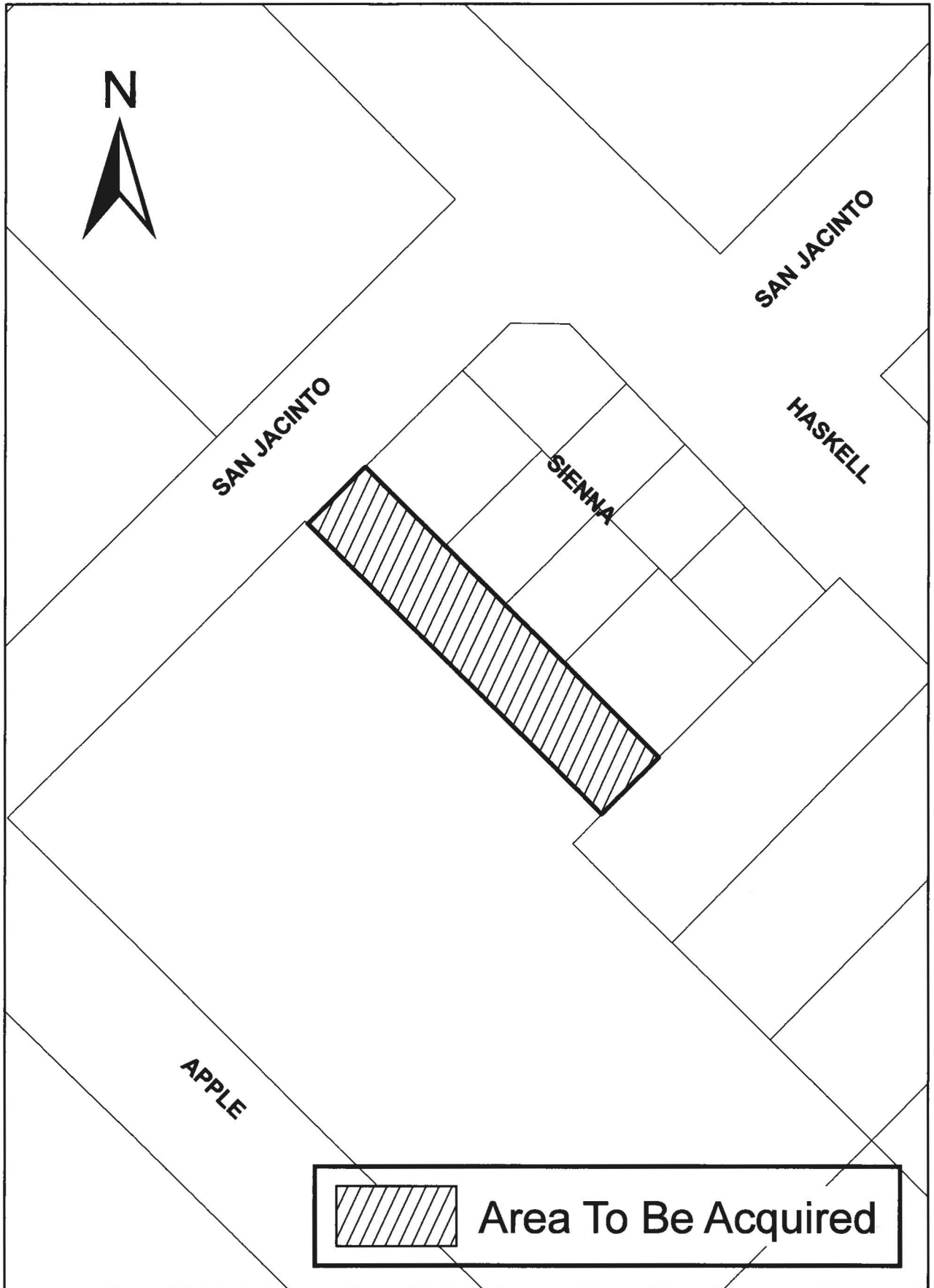
Sienna Court Townhomes, LLC

Misty Sargent, President

MAPS

Attached





June 10, 2015

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

IN THIS RESOLUTION THE FOLLOWING DEFINITIONS SHALL APPLY:

CONDEMNATION PROCEEDING: Cause No. CC-14-05569-C, in Dallas County Court at Law No. 3, and styled City of Dallas v. Sienna Court Townhomes, LLC, et al, filed pursuant to City Council Resolution No. 14-1270.

PROPERTY: Approximately 4,237 square feet of land located in Dallas County, as described in the CONDEMNATION PROCEEDING.

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

OFFICIAL OFFER: \$40,473.00

AWARD: \$55,000.00

CLOSING COSTS AND TITLE EXPENSES: Not to exceed \$3,500.00

AUTHORIZED AMOUNT: Not to exceed: \$58,500.00

DESIGNATED FUNDS: AWARD payable out of the 2006 Bond Funds, Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4210, Encumbrance No. CT-PBW06T525J1, CLOSING COSTS AND TITLE EXPENSES payable out of the 2006 Bond Funds, Fund No. 3T23, Department TWM, Unit T525, Activity SDRS, Program No. PB06T525, Object 4230, Encumbrance No. CT-PBW06T525J5.

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

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

June 10, 2015

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

Now, Therefore,

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

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

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

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

APPROVED AS TO FORM

Warren M. S. Ernst

City Attorney

By:



Assistant City Attorney

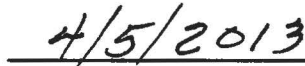
Field Notes Describing Land in Block 5/642

Being situated in the John Grigsby Survey, Abstract No. 495, Dallas County, Texas, and being all of Lot 31L, Block 5/642 of the Tuscan Villas Addition, an addition to the City of Dallas dated August 20, 2009 and Recorded in Instrument Number 200900247820 of the Official Public Records of Dallas County, Texas and being all of the property conveyed to Sienna Court Townhomes, LLC by Deed dated April 7, 2011 and recorded in Instrument Number 201100093152 of the Official Public Records of Dallas County, Texas and containing approximately 4,237 square feet, or 0.097 Acres of land, according to the plat thereof.

This description is approved as to form.



Scott Holt, RPLS
Survey Program Manager



Date

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office

CMO: Warren M.S. Ernst, 670-3491

MAPSCO: N/A

SUBJECT

An ordinance amending Chapter 12A of the Dallas City Code to: **(1)** require that a person filing an ethics complaint swear or affirm under penalty of perjury that the complaint states a violation of Chapter 12A and is not brought for an improper purpose; **(2)** allow a person filing an ethics complaint to swear or affirm under penalty of perjury that the contentions in the complaint are supported by credible evidence; and **(3)** provide that a preliminary panel of the ethics advisory commission may assess the credibility of the evidence provided in and with a complaint in determining whether the complaint is supported by just cause - Financing: No cost consideration to the City

BACKGROUND

On February 25, 2015, the City Council approved several amendments to Chapter 12A of the Dallas City Code relating to ethics complaints. The City Council requested additional recommendations from the Ethics Advisory Commission relating to the level of personal knowledge required in an ethics complaint. In response to this request, on May 15, 2015, the Ethics Advisory Commission recommended changes to Section 12A-26 of the Code of Ethics. On June 1, 2015, the Budget, Finance, and Audit Committee recommended approval of the Ethics Advisory Commission's recommendations.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 25, 2015, the Dallas City Council approved amendments to Chapter 12A of the Dallas City Code relating to ethics complaints.

On May 15, 2015, the Ethics Advisory Commission recommended changes to the level of knowledge requirement addressed in Subsections (a) and (g) of Section 12A-26 of the City Code.

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

On June 1, 2015, the Budget, Finance, and Audit Committee approved the Ethics Advisory Commission's recommendation on the amendments.

FISCAL INFORMATION

No cost consideration to the City.

ORDINANCE NO. _____

An ordinance amending Chapter 12A, "Code of Ethics," of the Dallas City Code by amending Section 12A-26; requiring that a person filing an ethics complaint swear or affirm under penalty of perjury that the complaint states a violation of Chapter 12A and is not brought for an improper purpose; allowing a person filing an ethics complaint to swear or affirm under penalty of perjury that the contentions in the complaint are supported by credible evidence; providing that a preliminary panel of the ethics advisory commission may assess the credibility of the evidence provided in and with a complaint in determining whether the complaint is supported by just cause; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing an effective date.

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

SECTION 1. That Paragraph (8) of Subsection (a), "Filing," of Section 12A-26, "Complaints," of Article VII, "Ethics Advisory Commission," of Chapter 12A, "Code of Ethics," of the Dallas City Code, as amended, is amended to read as follows:

"(8) An affidavit in which the complainant swears or affirms, under the penalty of perjury, that:

(A) the complaint states a violation of this chapter;

(B) the complaint is not being presented for any improper purpose, such as to harass, cause unnecessary delays, or needlessly increase the cost of defense to the person charged in the complaint; and

(C) either:

(i) all information submitted in and with the complaint is true and correct; or

(ii) to the best of the complainant's knowledge, formed after an inquiry reasonable under the circumstances, the factual contentions in the complaint are supported by credible evidence submitted in and with the complaint.

SECTION 2. That Subsection (g), "Summary Dismissal," of Section 12A-26, "Complaints," of Article VII, "Ethics Advisory Commission," of Chapter 12A, "Code of Ethics," of the Dallas City Code, as amended, is amended to read as follows:

“(g) Summary dismissal.

(1) Within 30 days after receipt of a complete complaint, either the chair or vice chair, selected on a rotational basis and subject to availability, and two commission members, selected by lot by the city secretary and subject to availability, shall make a preliminary finding as to whether or not the complaint states a claim under this chapter and is supported by just cause. “Just cause” means such cause as is found to exist upon a reasonable inquiry, including an assessment of the credibility of the evidence, that would induce a reasonably intelligent and prudent person to believe that a person has committed an act or acts constituting an ethical violation under this chapter.”

SECTION 3. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$500.

SECTION 4. That Chapter 12A of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 5. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 6. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

WARREN M.S. ERNST, City Attorney

By _____
Assistant City Attorney

Passed _____

KEY FOCUS AREA: E-Gov

AGENDA DATE: June 10, 2015

COUNCIL DISTRICT(S): All

DEPARTMENT: City Secretary

CMO: Rosa Rios, 670-3738

MAPSCO: N/A

SUBJECT

Consideration of appointments to the Dallas Area Rapid Transit Board of Directors for Places 03, 04, 05, 06, 07, and 08 (shared) all for two year appointments (Closed Session, if necessary, Personnel, Sec. 551.074, T.O.M.A.) (List of nominees in the City Secretary's Office) - Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum to provide for all "prior action" time frames to be included as up to date as possible.

The Dallas Area Rapid Transit (DART) board was structured by the Texas Legislature in 1993. Membership is allocated among member cities according to population, with recalculations after every U.S. census. At that time, members of the DART board serve staggered terms of 2 years with 8 of the positions' terms beginning July 1 of odd-numbered years and seven positions' terms beginning July 1 of even numbered years. The enabling legislation provides that a member city may not rule by order or ordinance to limit for the number of terms that a member of the DART board may serve.

On August 23, 2011, the DART Board approved a reallocation of the Board based on the 2010 Census data. As a result, the City of Dallas lost one direct appointment to the Board previously shared with the cities of Cockrell Hill, Glen Heights and Plano. The City of Dallas is now entitled to 7 full members and 1 shared member only with the City of Cockrell Hill. This now provides for the terms of 6 members to expire in odd-numbered years and 2 to expire on even-numbered years.

This action provides for six individuals to be re-appointed for full 2-year terms beginning July 1, 2015 and ending June 30, 2017.

All (re)nominees are existing members. Therefore, the Transportation and Trinity River Project Committee (TTRPC) did not need to conduct interviews.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 27, 2015, the Transportation and Trinity River Project Committee (TTRPC) moved to forward all six (6) candidates to full Council for approval of appointment to the DART Board.

On May 18, 2015, the Transportation and Trinity River Project Committee (TTRPC) had a meeting with the Dallas Members of the Dallas Area Rapid Transit ["DART"] Board to discuss the city's goals and expectations in the transportation arena.

FISCAL INFORMATION

No cost consideration to the City

June 10, 2015

WHEREAS, the City Council has, since 1993, appointed 8 members to the DART Board; and

WHEREAS, the City Council has, since 1993, appointed its additional shared member to the DART Board, in conjunction with the cities of Cockrell Hill, Glenn Heights, and Plano; and

WHEREAS, the seats on the DART Board were reallocated on August 23, 2011 as a result of the 2010 census data in accordance with Section 457.577 of the Texas Transportation Code; and

WHEREAS, the 2011 reallocation decreased the number of members to be appointed by the City of Dallas; and

WHEREAS, the City Council, as of the 2011 reallocation, is responsible for appointing 7 full members and 1 shared member, with the City of Cockrell Hill, to the DART Board of Directors; and

WHEREAS, the members of the DART Board of Directors serve staggered two-year terms, commencing July 1, pursuant to Section 452.578 of the Texas Transportation Code; and

WHEREAS, Place 03, Place 04, Place 05, Place 06, Place 07 and Place 08 ("shared") terms expire June 30, 2015;

Now, Therefore,

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

SECTION 1. That the following individuals are hereby appointed to the DART Board with the term to expire June 30, 2017:

PLACE 00	James F. Adams
PLACE 00	Jerry L. Christian, Sr.
PLACE 00	Pamela Dunlop Gates
PLACE 00	Michelle Wong Krause
PLACE 00	Amanda Moreno Lake
PLACE 00	William M. Velasco, II

SECTION 2. That, upon selection of individuals to serve on the DART Board, the City Secretary's Office shall assign these individuals to one of the available board places.

SECTION 3. That, the City of Dallas, principal municipality, designates William M. Velasco, II to represent the transportation disadvantaged.

June 10, 2015

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.