

**Exhibit F - Original Funding Agreement**

**DEVELOPMENT AND FUNDING AGREEMENT**

**by and among**

**CITY OF DALLAS,  
a Texas municipal corporation**

**PARK AND RECREATION BOARD,**

**and**

**CIRCUIT TRAIL CONSERVANCY,  
a Texas Non-Profit Corporation**

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THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

THIS DALLAS LOOP TRAIL DEVELOPMENT AND FUNDING AGREEMENT (the “Agreement”) is entered into as of \_\_\_\_\_, 2019 (“Effective Date”) by and among the CITY OF DALLAS, a Texas municipal corporation (the “City”), PARK AND RECREATION BOARD (“Park Board”), and CIRCUIT TRAIL CONSERVANCY, a Texas non-profit corporation, (“CTC”). The City and CTC are sometimes referred to individually as “party” and collectively as “parties.”

**WHEREAS**, on March 31, 2005, the Park Board approved the Dallas Trails Network Plan, which identified existing and proposed trails to be developed within the City of Dallas; and

**WHEREAS**, the Dallas Trails Network Plan was later updated in October 2008 hereinafter referred to as (“Trails Network Plan Update”); and

**WHEREAS**, as part of the Trails Network Plan Update, City desires to create a City-wide circuit hike and bike trail loop and hereinafter defined Improvements (hereinafter referred to as the “Loop”) encompassing various existing and proposed trails, totaling approximately 53.5 miles, as further described in **Exhibit A**, attached to and made a part of the Agreement; and

**WHEREAS**, the City has already constructed approximately 21.6 miles of the Loop and has funded 21.9 miles of proposed trails within the Loop as described in **Exhibit A**; and

**WHEREAS**, CTC and City are desirous to have CTC assist the City with the funding, design, acquisition (if parties agree) and construction of the hike and bike trails on the “Premises” comprised of the Circuit Trail Connection, the Trinity Forest Spine Trail, the Trinity Forest/Skyline Trail Link, and the Trinity Gateway, as shown on **Exhibit B**, attached hereto and made a part of this Agreement as well as the design and construction of certain amenities which may include but are not limited to trailhead enhancements, wayfinding signage, lighting, landscaping, benches, trash receptacles and other improvements meant to enhance the hike and bike trails located on the Premises (hereinafter referred to as “Improvements”); and

**WHEREAS**, the design and construction of the trails and the Improvements, as defined herein, is collectively hereinafter referred to as the “Project”; and

**WHEREAS**, each phase of a completed and accepted hike and bike trail within the Premises by the City is hereinafter referred to as “trail site”; and

**WHEREAS**, the City recognizes the economic, cultural, social and civic benefits of having a pedestrian-friendly hike and bike system that connects areas of the City and that provides vibrant destinations for cultural, civic and social opportunities to the City’s citizens; and

**WHEREAS**, on November 7, 2017, at a bond election (the “Bond Election”) held by the City, the voters approved Proposition B which authorized the issuance of general obligation bonds for park and recreation facilities, and the City Council plans to authorize the issuance of

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\$20,000,000 (the “Bond Funds”) of such voted authorization to be used for the Loop and related site improvements (the “Bond Fund Purposes”) pursuant to the match funding requirements as set forth in Ordinance No. 30554; and

**WHEREAS**, the CTC has undertaken to raise more than \$10,000,000 from private sources to be used, along with the Bond Funds, for the design, development and construction of the Project.; and

**WHEREAS**, the North Central Texas Council of Governments has agreed with the City to participate in the development of the Project and has authorized a \$8,000,000 grant as part of the funding of the Project; and

**WHEREAS**, Dallas County has agreed with the City to provide \$5,000,000 as part of the funding for the Project; and

**WHEREAS**, the City and the CTC now desire to set forth in this Agreement the definitive terms and conditions pursuant to which the parties will undertake the design, development, construction, maintenance, management, use and operation of the Project, for the use and benefit of the public, the City of Dallas and its residents; and

**WHEREAS**, the City and the CTC intend for the Project to be designed, developed, constructed, permitted, managed, maintained, used and operated substantially in accordance with the criteria and procedures set forth herein; and

**WHEREAS**, the parties desire to have exemplary trail systems owned by the City for use and enjoyment of the public; and

**WHEREAS**, the City intends to review and approve the design and construction of the Improvements as well as the design for the trails located on the Premises, through the City Representative (as defined in Section 2.2 below); and

**WHEREAS**, the parties agree to follow the state and local procurement requirements when applicable, as described more fully in this Agreement; and

**WHEREAS**, the funding provisions of this Agreement is subject to the matching requirements of Ordinance No. 30554; and

**WHEREAS**, this Agreement will set forth the terms and conditions for design and construction of the Project.

**NOW, THEREFORE**, the City and CTC in consideration of the mutual covenants, terms and conditions in this Agreement, and for other good and valuable consideration, do hereby agree as follows:

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### ARTICLE I SUBJECT OF AGREEMENT

**Section 1.1 Purpose.** The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow CTC to assist the City with the funding, design, acquisition (if parties agree) and construction of the Project. Notwithstanding the foregoing sentence, the design and construction of certain components of the Project may be undertaken by not only the City or CTC, but also by the United States Army Corp of Engineers (USACE), as more fully discussed in this Agreement. The term "Project" as referenced in this Agreement shall collectively include both the design and construction of the trail sites on the Premises along with the Improvements, as defined herein. Each phase of a completed and accepted hike and bike trail within the Premises by the City is hereinafter referred to as "trail site. The parties acknowledge that the Project entails trail sites and corresponding Improvements to each trail site(s) (sometimes referred to as "components of the Project") throughout this Agreement. CTC shall engage one or more design groups (individually and collectively referred to as the "Design Firm") to prepare, with public input, design and construction documents for the Project which when completed, will be reviewed by the City's Park and Recreation Department. The approved design and construction documents by the City, through its City Representative (as defined in this Agreement) are hereinafter referred to as "Approved Plans." The design of the Project will be based substantially on the schematic design, with such changes or additions as the City Representative and CTC Representative may approve as reflected in the Approved Plans. For purposes of this Agreement, any reference to the term "design" shall include design from the conceptual phase, including the schematic design, through construction documents. CTC shall manage the design and construction phases of the Improvements pursuant to the requirements described in Article VI of this Agreement and will deliver the design for the Project to the City as provided in this Agreement.

**Section 1.2 Commencement and Term.** The "Term" of this Agreement shall commence on execution and shall terminate one (1) year after completion of the construction of the Project and issuance of the Final Acceptance Letter as provided in Section 6.21 of this Agreement with respect to each component of the Project, unless terminated at an earlier date in accordance with the terms of this Agreement. Accordingly, the Term of the Agreement shall continue until all components of the Project have been completed and a Final Acceptance Letter has been issued as provided in Section 6.21.

**Section 1.3 Prohibited Uses.** CTC shall not use or occupy the Project, or permit the Project to be used or occupied, (a) contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto or (b) in any manner which would materially violate any permit. Without in any way limiting the foregoing, CTC shall not permit the Project to be used in any manner that would render the required insurance thereon void or the insurance risk materially more hazardous.

### ARTICLE II DEVELOPMENT AND PLANNING

**Section 2.1 Joint Cooperation; Access.** The parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Project. City does grant to CTC and its invitees reasonable access to the Premises to facilitate planning and performance of

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the intended purpose of this Agreement. Subject to the matching requirement under Ordinance No. 30554, as shown in Exhibit C, attached hereto, the City shall cause consultants satisfactory to the City to conduct a Phase I Environmental Site Assessment with respect to each trail site and the City shall cause such consultants to conduct a Phase II limited site investigation if and as directed by the City (the "Environmental Reports") that include soil and groundwater sampling regarding each trail site. The Environmental Reports are being conducted for the purpose of ensuring that the Project are protective of human health and environment.

**Section 2.2 City's Representative.** The City designates the Director of the Parks Department, or his or her designee, as its single representative, liaison, and point of contact for all purposes contemplated by this Agreement (the "City Representative"). The City Representative shall serve as a liaison for the Improvements and Project on behalf of the City and CTC may rely upon any approval he or she provides with respect to the Improvements and Project; without limiting the foregoing, the City Representative shall provide reasonable assistance, as appropriate, in obtaining and conveying relevant information regarding the Project to the appropriate municipal departments, committees, boards and the City Council and for promptly transmitting to CTC any comments from any of those bodies, as promptly as reasonably possible.

**Section 2.3 CTC's Representative.** CTC designates Philip Hiatt Haigh, or a designee, as its single representative, liaison and point of contact (the "CTC Representative") and the City may rely upon any approval he/she provides; the CTC Representative shall have the same responsibilities for conveying information to CTC as the City Representative has regarding the City's rights and obligations under this Agreement and for promptly transmitting to the City any comments from CTC, as promptly as reasonably possible.

**Section 2.4 Future Representatives.** The City Representative and the CTC Representative, or the entities they represent, may from time to time designate in writing other individuals authorized to act in their stead with respect to specified aspects of the Project and this Agreement.

### ARTICLE III CONDITION OF THE PROJECT SITES

**Subject to the terms and conditions of this Article III of this Agreement, CTC accepts the Premises for CTC's use hereunder on an "AS IS, WHERE IS, WITH ALL FAULTS" condition and basis and subject to the existing contracts (if there are any), matters of record and zoning. CTC acknowledges and agrees that City has not made, does not make, and specifically negates and disclaims any representations, promises, covenants, agreements, guaranties or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, as to, concerning or with respect to (a) the value, nature, quality or condition of the Premises, including without limitation, the title, soil and utilities, (b) the income to be derived from the Project, (c) the suitability of the Project for any and all activities and uses which CTC may conduct thereon, (d) the compliance of improvements located at the Premises or their operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the**

Project, (f) the manner or quality of the construction or materials, if any, incorporated into the Project, (g) the manner, quality, state of repair or lack of repair of the Project, and (h) any other matter with respect to the Project, and specifically, that City has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution, natural resource protection, archeological or land use laws, rules, regulations, orders or requirements, including the existence in or on the Premises of Hazardous Materials. CTC further acknowledges and agrees to accept the Premises for use and waive all objections against City arising from or related to the Premises or to any Hazardous Materials on it, provided that if prior to or during the Term, CTC or its contractors, subcontractors, consultants, agents or employees encounter Hazardous Materials on or affecting the site(s) that exceed applicable Texas Risk Reduction Program's ("TRRP") Tier I protective concentration limits for residential land use, the City will be responsible, at its cost, to enter such Project(s) into the Texas Commission on Environmental Quality ("TCEQ") Voluntary Cleanup Program ("VCP"), Health and Safety Code, Subchapter S, to secure a Municipal Setting Designation and a Certificate of Completion for such Project(s). CTC further acknowledges and agrees that any information provided or to be provided with respect to the Project was obtained from a variety of sources and that City has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. City is not liable for or bound in any manner by any verbal or written statements, representations or information pertaining to the Project, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. The term "Hazardous Materials" as used in this Agreement shall mean any hazardous materials or hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. § 9601 *et seq.*, hazardous wastes as defined in the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* and at the Texas Solid Waste Disposal Act, Health and Safety Code § 361.003(12).

**ARTICLE IV  
FUNDING OF THE PROJECT; NAMING OPPORTUNITIES**

**Section 4.1 Funding.**

City and CTC (with funds also provided by others as set forth below) agree to bear all costs related to Premises acquisition and the design, procurement, and construction phases of the Project in accordance with the provisions of this Agreement. It is anticipated that contributions to the Project will be made in installments and will be allocated to the various components of the Project as shown in the table below. These amounts are estimates at this time and this funding allocation shall be revised as the Project develops with the approval of the City Representative and CTC Representative not to be unreasonably withheld. The parties acknowledge that \$10,000,000 of the funding is subject to the matching requirements as set forth in Ordinance No. 30554, as shown in Exhibit C, attached hereto and made a part of this Agreement. The parties also acknowledge that City funds can match CTC funds on an incremental basis.

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Estimated Funding Allocation

	NCTCOG	City of Dallas	Dallas County	Other Sources	Total
<b>Trinity Forest Spine Trail North</b>	\$0	\$3,500,000	\$5,000,000	\$2,500,000	\$11,000,000
<b>Trinity Forest Spine Trail South</b>	\$0	\$3,500,000		\$3,500,000	\$7,000,000
<b>Circuit Trail Connection</b>	\$8,000,000	\$8,000,000		\$800,000	\$16,800,000
<b>Trinity Gateway Trail</b>	\$0	\$5,000,000		\$3,200,000	\$8,200,000
<b>Total</b>	\$8,000,000	\$20,000,000	\$5,000,000	\$10,000,000	\$43,000,000

**Section 4.2 Non-City Allocation.**

Inclusive of Dallas County’s pledge of \$5 million participation ("County Contribution") and the North Central Texas Council of Government’s Pledge of \$8 million participation ("NCTCOG Contribution"), CTC shall provide an additional \$10 million ("CTC Contribution") which provides a total of \$23 million in cash, prepaid expenses and property for the Project. CTC may charge administrative cost associated with project management ("Project Management") which shall not exceed 3% of their total contribution, and the Project Management cost may not include marketing or fundraising costs.

**Section 4.3 City Allocation.**

City shall provide a total of \$20 million in cash from the 2017 Bond Election for the Project, less City’s percentage allocation for administration fees ("City Contribution"), which shall not exceed 3% of City’s total contribution, and the 0.75% allocation for public art provided by the Public Art Ordinance (City of Dallas Code, Chapter 2, Article X, Section 2-102 Funding of the Public Art Program.) The City’s allocation shall under no circumstances be directed toward operating costs or any endowments related to the Project. The City’s percentage assessment for public art on the 2017 bond funds for the Project was approved at \$150,000 by the Park and Recreation Board at their meeting on June 7, 2018; however, \$300,000 in public art funds was allocated for public art for the Project. The Office of Cultural Affairs uses 20% of the public art funds for administration of the Project which results in a balance of \$240,000 for the artwork dedicated to this Project.

The parties agree that each of their allocations, as remaining as of the date of this Agreement, is collectively available for the Project. Accordingly, therefore, by mutual cooperation and agreement of the parties, subject to City Representative’s approval, the funding for the Project may be shifted from one component of the Project to another.

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### **Section 4.4 Capital Account.**

To assist the City to comply with all applicable law regarding the expenditure of bond funds, including but not limited to certifying the private match funding for the Project, under that certain Bond Ordinance No. 30554 has been received, CTC agrees to maintain CTC's remaining portion of funding required under this Agreement in one or more designated capital accounts, which may include a designated line of credit account, accessible to the City and its auditors for review. To the extent City procures, awards and administers a construction contract for any component of the Project, CTC agrees to deliver its portion of the requisite funding for that subject component of the Project, no later than twenty (20) days prior to the date of City Council consideration, as notified by the Director.

### **Section 4.5 Additional Funds.**

The shared goal and intention of the parties is to complete the Project for a total cost of approximately \$43 million, hereinafter referred to as "Project Budget." The parties intend that the Project Budget is sufficient to fund the Project in a manner acceptable to the parties and they will work together to maintain Project scope of work and costs within the Project Budget and not unreasonably exercise or delay oversight and approval rights under this Agreement so as to exceed the Project Budget. Without their respective individual express written consent, CTC and City shall have no obligation to bear any costs of the Project in excess of their individual allocation in accordance with the terms of this Agreement. Nothing contained in this Section 4.5 prevents the City and CTC from mutually agreeing to increase the total cost of designing and constructing the Project by any additional amount that they, or any other person, commit to contribute for that purpose, provided that neither the City nor CTC is under any obligation to make any additional contribution. Notwithstanding the foregoing, if the total cost of the Project exceeds \$43 million in the course of design and construction contemplated herein, the parties shall negotiate a mutually acceptable scope of work to either (i) complete the Project within the \$43 million budget; (ii) modify the Approved Plans or (iii) seek alternative funding, such as grants or private donations.

### **Section 4.6 Endowments.**

City through its City Representative and CTC may, but they are not obligated to, enter into one or more endowment agreements, whereby CTC may create and administer one or more endowments for the benefit of one or more of the portions of the trail sites located on the Premises following completion.

### **Section 4.7 Naming Opportunities and Donations.**

(a) In light of CTC's contributions regarding the Project, the City hereby agrees that CTC will have naming rights opportunities within the Project, subject to reasonable approval by the City Representative. In addition, this Agreement shall control over any future Park Board naming policy adopted by the Park Board.

(b) The City, acting through the City Representative, and CTC shall have the right to jointly approve donor-naming opportunities. The designation of donor-naming opportunities pursuant to this Agreement is not a commitment or requirement that any such opportunities shall in fact be realized or funded before or after completion of the Project.

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(c) CTC is authorized to solicit contributions from donors as contemplated by this Section 4.7 or otherwise. Contributions from donors received by CTC for those purposes may be applied by CTC toward the costs of the land acquisition, design and construction of the Project and to establish one or more endowments to support the Project in future years. Any such endowments may be established either for the purpose of long-term capital improvements and maintenance or for operations and maintenance for the Project. If CTC receives funds from donors in an amount sufficient to allow CTC to reduce its contributions towards the costs of the Project, CTC agrees to apply the amount of such reduction (a) to establish or increase one or more endowments supporting the Project and/or (b) towards the costs related to the design, procurement and/or construction phases of one or more portion of the trail sites within the Premises and/or to establish one or more endowments to support any portion of the Project or Premises in future years. To the extent the amount of the reduction is not fully utilized pursuant to clauses (a) and/or (b), CTC may apply the remaining amount towards costs it or its affiliates incur in support of existing Dallas hike and bike trails within the Loop.

(d) Without limiting any of the foregoing, the parties agree that any application of contributions received under this Section 4.7, if applied toward the costs of the Project, shall not be credited toward either the City's or CTC's development funding obligations required under this Article IV.

### ARTICLE V ACQUISITION AND DELIVERY OF PROJECT SCHEDULE

**Section 5.1 Status of Project.** The City shall own title to the Project, except as provided in Section 5.2. City or CTC may acquire the property necessary for the Project. If CTC acquires property necessary for the Project, CTC may convey that property to the City for its fair market value ("FMV"). To the extent, CTC's acquisition costs exceeds the FMV, not including closing costs CTC incurred on the acquisition (the "adjusted acquisition cost"), City may elect to either acquire the property from CTC at the FMV value or the adjusted acquisition cost. If City elects the FMV, any cost of acquiring such property that exceeds the fair market value shall be credited as part of CTC's Contribution. In addition, CTC acknowledges that the design of all components of the Project shall be completed within 24 months of the Effective Date of this Agreement.

#### **Section 5.2 Oncor Property and Other Property Owners.**

CTC understands and acknowledges that Oncor is the owner of a portion of the Premises and that City shall secure the necessary grant from Oncor to facilitate the use of Oncor Property for the Project in accordance with the attached Hike and Bike Trail Exhibit.

#### **Section 5.3 Construction Funding/Value Engineering.**

(a) The City, in accordance with its procurement policies and procedures, shall undertake the construction of any component of the Project (as agreed to by the parties), subject to the funding and matching requirements set forth herein. City may also, (if mutually agreeable between the parties), award the construction contract for any component of the Project and assign such contract to CTC. In addition to the City Contribution, the City shall also utilize County Contribution and

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the NCTCOG Contribution to fund the construction of the Project. Finally, in addition, City and CTC may collectively provide funding to USACE for USACE to undertake construction of a component of the Project, particularly the Southern portion of the Trinity Forest Spine Trail from the Lawnview DART Station to the AT&T Trail at Elam Road or the Trinity Forest/Skyline Link Trail.

(b) Value engineering decisions, if any, shall be briefed to the appropriate Council Committee prior to the award of a construction contract. For purposes of this Agreement, value engineering shall mean: after construction bids are received, any substantial change is necessitated by cost overages that change the alignment of the trail, Americans with Disabilities Act (ADA) accessibility, decrease the width of the trail.

**Section 5.4 Conditions to Commencing Construction by the City.** CTC acknowledges and agrees that City is under no obligation to begin construction of any component of the Project until the following conditions have been met: (a) funding from CTC is available for the subject component pursuant to Article IV of this Agreement; (b) acceptable contracts under the bidding procedures shall have been approved and awarded for the subject component by City Council; (c) if applicable, necessary land acquisition has been completed on terms acceptable by both parties for the subject component; and d) all permitting requirements for the subject component (if applicable) have been satisfied. Moreover, CTC agrees to deliver the requisite funding for the subject component of the Project no later than twenty (20) days prior to the date of City Council consideration as notified by the Director. If the City fails to perform its obligations under this Article V, then CTC, at its sole option, may terminate this Agreement (without owing any damages or being subject to any obligations to the City).

**Section 5.5 Environmental Reports; Remediation of Project.** City shall share with the CTC any environmental information and data it generates, collects, or otherwise obtains that relates to the Project or Environmental Reports. City shall cause its consultants to identify CTC as a party entitled to rely on any environmental reports. No environmental report shall be finalized without review and approval by the City Representative. If, as described by Article III, hazardous wastes exceed applicable Texas Risk Reduction Program's ("TRRP") Tier 1 protective concentration limits for residential land use, the City shall address the environmental condition as set forth in this Agreement and as appropriate under applicable law. The City, with such assistance from CTC as CTC deems appropriate and advisable, shall comply with and fund all applicable requirements of the TCEQ VCP or another appropriate regulatory cleanup program until it secures a regulatory closure if necessary. If the projected costs of obtaining regulatory closure under the TCEQ VCP or another appropriate regulatory cleanup program exceeds \$1,000,000 for the Project, the City, not later than ninety (90) days following receipt of the final cost estimate for the voluntary cleanup, may terminate this Agreement and any related endowment agreement (without owing any damages or being subject to any obligations to CTC) unless additional funding can be identified and used to pay for the voluntary cleanup costs.

**Section 5.6 Dedication of Project.** To the extent allowed by law, on or about the issuance of the Final Acceptance Letter applicable to each component of a Project, the City shall take all required actions to dedicate each component of a Project and its use as a public park under applicable law for the residents of Dallas.

**ARTICLE VI  
DESIGN AND CONSTRUCTION OF THE PROJECT**

**Section 6.1 Design and Construction of the Project.**

(a) As previously mentioned in Section 5.3, the City, in accordance with its procurement policies and procedures, shall undertake the portion of construction of the Project, subject to the funding and matching requirements set forth herein. City may also, (if mutually agreeable between the parties) award the construction contract for portions of the Project and assign same to CTC to administer and manage.

(b) Except as otherwise provided in this Agreement, CTC shall utilize the funding described in Article IV to undertake and complete the design of the Project as well as participating in construction (if agreed to by the parties), subject to the limits of the CTC Contribution and the terms of this Agreement. Construction contracts for the portion of the Project that CTC agrees to enter into and those that are assigned to CTC shall comply with the Article VI of the Agreement. In this regard, CTC hereby agrees to enter into (in its own name) and perform such contracts necessary to fully complete construction of the Project based substantially on the schematic design, as amended, and the final construction plans and specifications, as approved by the City Representative. All of CTC's construction contracts exceeding \$50,000 shall comply with this Article VI and shall: (i) require the construction manager and contractor(s) to use good faith efforts to comply with the City's (BID) Business Inclusion and Development Plan as provided in Section 6.12; (ii) contain language subjecting such contract to the terms of this Agreement and exculpating the City from any obligations and liability thereunder; (iii) comply with the insurance requirements as shown on the attached Exhibit D, naming the City and its officers and employees as additional insureds (the "Insurance"); (iv) contain payment and performance bond provisions set forth in Section 6.6 hereof and showing the City and CTC as joint obligees on all payment and performance bonds; (v) explicitly disclaim any lien or similar rights held by the applicable contractor or firm with respect to the Project; (vi) release, defend, indemnify and hold harmless the City, its officers, agents and employees from and against all claims, lawsuits, judgments, costs, expenses and damages resulting from the negligent or strictly liable act or omission of the applicable contractor or firm, its agents, employees, or subcontractors, except to the extent resulting from the negligence or fault of the City, its officers, agents, employees, or separate contractors, with any joint or concurrent responsibility of the contractor or firm and the City being apportioned in accordance with law, but without waiving any governmental immunity available to the City and without waiving any defenses of the parties under applicable law; (vii) obligate the applicable contractor or firm to take all necessary actions to ensure that, in connection with any work under the contracts, they and their agents, employees and subcontractors will not discriminate in the treatment or employment of any individual or group of individuals on the grounds of race, color, religion, ancestry, natural origin, place of birth, age, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance, either directly, indirectly or through contractual arrangements; (viii) obligate the applicable contractor or firm to keep, retain and safeguard all records relating to the contract or work performed thereunder for a minimum period of three (3) years from the final completion of the contract, with full reasonable access allowed to the City Representative, upon reasonable written request, for purposes of evaluating compliance with this Agreement; (ix) except as explicitly provided herein and subject to the City's general approval rights described herein, CTC

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may contract for services and deliverables under this Agreement for the Project on commercially reasonable terms and, except as specifically provided in this Agreement, shall not be required to comply with the City's procurement policies and procedures applicable to its own public works contracts; (x) if applicable, contain contractor qualification requirements sufficiently broad so as not to exclude minority contractors as a class, and general contract specifications sufficiently broad so as not to favor a single contractor; and, (xi) obligate the applicable contractor to comply with all other applicable terms of this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Project by CTC's consultants and contractors, and CTC shall cause all of its contractors, construction manager, consultants, and subcontractors to agree in writing that they will look solely to CTC, not to the City, for payment of all costs and valid claims associated with the design and construction of the Project. Furthermore, the City Representative has a right to review and approve the selection of any contractors used by CTC on the Improvements for the Project, which approval shall not be unreasonably withheld.

(c) CTC will, subject to the City's review and approval which shall not be unreasonably withheld, select, retain and compensate one or more contractors to construct the Improvements in accordance with the Plans approved by the City Representative (the "Approved Plans"). CTC acknowledges and agrees that City will procure and award the contract for the City Contribution component of the Project, in accordance with all applicable law; and City may subsequently assign same to CTC in accordance with this Article.

### **Section 6.2 Design Professionals.**

(a) Each Design Firm, as mentioned in this Agreement, was previously selected to prepare the design for components of the Project and the City hereby approves the continuation of the Design Firm to prepare the final design and construction plans and specifications (the "Plans") for each component of the Project, which shall be subject to the City Representative's review and approval, and which shall not be unreasonably withheld. CTC shall be responsible for contracting with, managing and compensating the Design Firm utilizing the CTC Contribution.

(b) Upon mutual agreement which shall not be unreasonably withheld, City Representative and CTC Representative shall have the right to replace any Design Firm.

(c) CTC acknowledges that the design of all the components of the Project shall be completed within 24 months of the Effective Date of this Agreement.

### **Section 6.3 Review of Plans.**

(a) All design and construction plans for the construction of the Project must be reviewed and approved in writing by the City Representative, prior to commencement of any work. CTC shall submit 100% completed drawings at the end of the Schematic Design phase. CTC shall submit to the City for review and approval design development documents at 50% and 100% completion. CTC shall also submit to the City for review and approval construction documents phases at 50%, 90%, and 100% completion. In particular, CTC shall provide to the City Representative for review and approval 2 full size, 3 reduced size, for a total of 5 sets of the plans for each review of the plans pertaining to the Project. All proposed design and construction

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documents shall conform to applicable City codes, ordinances, regulations, design criteria, building standards and specifications. The construction general conditions utilized to govern construction of the Project shall be at a minimum substantially equivalent to the City of Dallas construction standards. For purposes of this Agreement, City of Dallas construction standards is defined as Public Works Construction Standards-North Central Texas, as published by the North Central Texas Council of Governments, October 2004, as amended, the most current City of Dallas Addendum to the Public Works Construction Standards, and other such specifications required by the City (hereinafter referred to as "City of Dallas Construction Standards"). All material revisions to the Approved Plans shall be submitted to the City Representative for prior written approval subject to and in accordance with Section 6.13 below;

(b) The City Representative shall approve all Plans or, alternatively, provide a clear explanation of its reasons for withholding approval, within a reasonable time after its receipt of a request for approval from CTC, which time shall not exceed thirty (30) days. If the City Representative fails to disapprove a request or to inform CTC in writing of the need for additional time within the 30-day period, the City shall be deemed to have approved the Plans as submitted pursuant to this Section; and

(c) The City Representative's review of any Plans is solely for the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans for any purpose. The City Representative's approval of (or failure to disapprove) any such Plans shall not render the City liable for same, and CTC assumes and shall be responsible for any and all claims arising out of or from the use of such Plans.

### **Section 6.4 Construction Documents Provided to the City Representative.**

(a) CTC shall provide two (2) full-size sets and three (3) reduced-size sets of construction documents to the City Representative, including an electronic version of the documents, for approval before the date of distribution of the documents to potential contractors and subcontractors prior to commencement of construction of the Project covered thereby, signed and sealed by one or more registered professional architects, landscape architects or engineers licensed in the State of Texas. CTC shall provide the City Representative with a set of approved record set of reproducible drawings, including an electronic version of the documents, after completion of construction of the Improvements or any component of the Project assigned by the City, signed and sealed by one or more registered professional architects, landscape architects or engineers licensed in the State of Texas, and approved by the contractor, whether it is City's or CTC's contractor. Any material changes to the Approved Plans shall require prior written approval of the City Representative in accordance with Section 6.13 below; and

(b) The Approved Plans are for use solely with respect to the Project and CTC shall transfer ownership of the documents to the City following issuance of the Final Acceptance Letter. CTC shall be permitted to retain copies, including reproducible copies, of the drawings and specifications and to utilize them, but only in accordance with, and for the purposes of carrying out, the terms of this Agreement and any related agreements.

**Section 6.5 Permits and Other Approvals.** CTC shall acquire, as required by applicable laws, ordinances, or regulations (but relying on the City's assurance in Section 5.1) and

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at no cost and expense, all building permits, certificates of occupancy, and other permits, including, if applicable, notices of intent under storm water regulations promulgated pursuant to the Federal Clean Water Act, licenses, permissions, consents, and approvals required to be obtained from government agencies or third parties in connection with construction, occupancy and uses of any Improvements or any component of the Project assigned by the City. CTC shall furnish the City evidence thereof. Furthermore, CTC shall not direct the contractors to commence work until the City Representative has issued a written notice to CTC to proceed, such issuance not to be unreasonably withheld. As to matters outside the scope of the City's standard permitting procedures, except with respect to the City's approval of the Approved Plans, for which it may withhold approval for any reason, the City will not unreasonably withhold or delay its approval of any matter regarding the design or construction of the Improvements or any component of the Project assigned by the City; the City shall approve or, alternatively, provide a clear explanation of its reasons for withholding approval, within a reasonable time after its receipt of a request for approval from CTC pursuant to this Section 6.5 (which shall not exceed thirty (30) days).

**Section 6.6 City Required Bonds and Insurance During Construction.** For the construction contracts described in this Article (except for any contracts where the total expenditure will be \$50,000 or less), CTC shall require its construction contractor to furnish performance and payment bonds issued in accordance with Chapter 2253, Texas Government Code, as amended, by a corporate surety or sureties licensed to issue surety bonds in Texas, authorized to do insurance business in Texas, listed on the United States Treasury List of Sureties Authorized to Issue Bonds for Federal Jobs, and otherwise acceptable to the City. The bonds shall be issued on forms reasonably approved by the City, and shall name CTC and the City as joint obligees. The bonds shall be maintained during the full term of the construction contract. CTC shall require the construction contractor to secure a replacement surety in the same manner as required above in the event the original surety becomes insolvent. If CTC procures construction of the Improvements or any component of the Project in packages, and an individual construction package has a total expenditure of \$50,000 or less, no bonds will be required; CTC agrees, however, that prior to final completion of work included in the construction documents it will not pay a construction contractor for work on an un-bonded construction package for which \$50,000 or less is to be spent until final completion of such construction package and receipt of releases or waivers of liens for the un-bonded construction from the construction contractor and any subcontractors used on such construction package. In addition, CTC agrees to require its construction contractor on any Improvements or any component of the Project assigned by the City under this Section to provide, at a minimum, the Insurance. CTC will not permit any claim or lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Project in connection with any construction of the Improvements or any component of the Project assigned by the City, maintenance or repair thereof made by CTC or any contractor, agent or representative of CTC. CTC shall cause any such claim or lien to be fully discharged, bonded, or otherwise addressed to the City's reasonable satisfaction no later than forty-five (45) days after the date of filing thereof.

**Section 6.7 Conditions to Commencing Construction.** CTC individually or respectively acknowledges and agrees that, before commencing construction, the following conditions must be met in the manner otherwise set forth in this Agreement:

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- (a) approval of all Plans for the construction of the Project by the City Representative;
- (b) obtaining all building permits, zoning, platting, certificate of appropriateness, and other approvals required for the construction;
- (c) providing the City Representative with proof of sufficient financial resources to ensure that upon commencement of the construction, the work shall be completed in accordance with the Approved Plans within the time allotted; this obligation shall be fully satisfied by CTC certifying to the City that it has adequate cash and securities to complete the Improvements in accordance with Section 4.1 after giving full effect to the property sales and purchases contemplated thereby;
- (d) providing the City Representative with copies of all construction contracts, including addenda and change orders;
- (e) providing certificates, policies or other proof of the required insurance;
- (f) preparing compliant storm water pollution prevention plans that achieve City standards for such plans in constructing improvements to a comparable City facility, and any other applicable environmental requirements as set forth in this Agreement;
- (g) cooperating with the City Representative to conduct any necessary environmental site assessments, response actions, or activities pursuant to TCEQ VCP or another appropriate regulatory cleanup program;
- (h) providing conditional lien waivers from all general contractors and sub-contractors;  
and
- (i) entering into an assignment agreement with the City's best value proposer for the City Contribution component of the Project, as applicable, as set forth in this Article.

**Section 6.8 Construction of the Project.** Subject to all applicable laws and regulations and in accordance with the Approved Plans for the Improvements or any component of the Project assigned by the City, CTC shall be responsible for all material, labor, facilities, furniture, fixtures and equipment, signage, landscaping, and any other activities necessary to begin and fully complete the work in accordance with the Approved Plans in all material respects. All work shall be performed in a good and workmanlike manner. CTC shall be responsible for acquiring any new utility service or increased capacity of existing utility services that it may need for the construction of the Improvements or any component of the Project assigned by the City provided that the City shall fully cooperate with CTC in that effort.

**Section 6.9 City Right to Observe and Inspect.** The City shall have the right (but not the obligation) to observe and inspect work performed by any contractor(s) or subcontractors performing work on the Project. The City inspection of the job site shall be coordinated with the CTC's Representative and performed in an expeditious manner calculated to prevent any unsafe or hazardous condition and to minimize inconvenience and delay. During construction, CTC's contractor, or assigned contractor, whichever is applicable to the Project, shall be accessible to the City and shall provide sufficient on-site representatives, construction administrators and/or

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inspectors to assure that the Improvements or any component of the Project assigned by the City will be completed in accordance with the Approved Plans. Specifically, CTC shall have and the City does grant to CTC, its contractors, consultants, agents, employees and representatives, reasonable access to and use of the Project to facilitate planning and the preparation of the Plans, together with all other access and use rights to the Project necessary or desirable for the intended construction of the Improvements throughout the Term of this Agreement. In addition, the City Representative shall be entitled to receive notice of and to attend all regularly scheduled construction meetings, if any, at which a representative of CTC shall be present, and shall be provided with copies of any minutes of all such meetings.

**Section 6.10 Vehicular Access; Street Closures.** Without the City's prior written consent, CTC shall require its contractors to refrain from interfering with reasonable vehicular access along the City's streets abutting the Project at all times during construction activities. CTC, or its contractors, shall be responsible for coordinating street closures and obtaining any permits or approvals required for the necessary street closures with regard to the Improvements or any component of the Project assigned by the City.

**Section 6.11 Site Security and Securing Construction Materials.** CTC and its contractors and subcontractors shall be solely responsible for construction site security and securing construction tools, equipment, supplies and materials when left on the City's property, including but not limited to any staging areas.

**Section 6.12 City's Business Inclusion and Development Plan.** CTC, and its engineers and contractors, shall adopt good faith efforts to comply with the City's Business Inclusion and Development (BID) Plan, to the extent feasible, in hiring and contracting with minority and women owned local businesses certified by the City or the North Central Texas Regional Certification Agency in the construction of the Project. CTC will meet with the City prior to commencement of construction to discuss plans for its good faith efforts to comply with the City's BID Plan and (i) upon commencement of construction, (ii) when construction is approximately 50% complete and (iii) upon completion of construction, CTC shall update the City Representative with a written report on its good faith efforts to comply with the City's BID Plan.

**Section 6.13 Construction Changes.** All material changes to the Approved Plans that affect the Project shall be submitted for approval in advance to the City Representative. Within ten (10) business days after receipt of the Approved Plans showing material changes affecting the Project for approval, the City Representative shall either approve or disapprove same. If the City Representative fails to disapprove the proposed material changes within the ten (10) business day period, the City shall be deemed to have approved the plans and specifications for such proposed material changes as submitted. For purposes of this Section, changes and additions to the Project are "material" if said change or addition or any series or group of changes or additions (i) involve a cost in excess of Fifty Thousand and No/100 Dollars (\$50,000) within any twelve (12) month period, (ii) entail demolition or removal of part of the Improvements or any component of the Project as assigned by the City not contemplated by the Approved Plans; or (iii) changes the character of the Project.

**Section 6.14 Construction and Materials Testing.** Any construction and materials testing and quality control performed as part of the standard construction process, as agreed to by

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the City and CTC, shall be performed by certified independent laboratories under contract to CTC to ensure that the Improvements or any component of the Project are constructed in accordance with the Approved Plans. In addition, CTC shall furnish the City with copies of the results of all tests. CTC shall have the right to submit to the City a list of certified independent laboratories for advance approval by the City, and the City agrees to notify CTC promptly whether any laboratories on this list are not approved. Furthermore, CTC shall cause the repair or correction of any nonconforming or defective work or other material deviations from the Approved Plans to which the City Representative reasonably and timely objects.

**Section 6.15 Staging Area.** If necessary and requested by CTC, City shall provide at no cost to CTC or its contractors, to the extent reasonably available, a staging area for use by CTC's contractors for storage of construction supplies and equipment at a location that shall be mutually acceptable to City and CTC. CTC agrees to maintain the staging area and agrees that upon completion of all construction activities, the staging area shall be returned to its original use in an equal or better condition than when originally entered onto, ordinary wear and tear excepted.

**Section 6.16 Repair of Properties During Construction.** During construction, CTC shall be responsible for obtaining timely repair, replacement or correction of all damage to any property or facilities of the City or any other entity caused by the acts or omissions (whether or not negligent) of CTC, its engineers, contractors and subcontractors, to the City's reasonable satisfaction, save and except with respect to demolition anticipated in the Approved Plans. All costs thereof shall be borne by CTC or its contractors and shall not be a charge against the City. If CTC fails to make timely repair, replacement or corrections of damage, the City may undertake same, but shall not be obligated to so act. The cost of such repairs, replacements or corrections made by the City on account of damage caused by the acts or omissions of CTC, its engineers, contractors and subcontractors, shall be reimbursed to the City by CTC.

**Section 6.17 Right of City to Make Repairs.** City, its agent and employees, shall have the right, at any time and from time to time, to enter the Project for the purpose of inspection or making any repairs or alterations to the Project, or any improvements thereon, both interior and exterior, and of every kind or nature which are required of CTC under the Agreement but which CTC has failed to perform; and CTC shall not offer any obstruction, or hindrance to any such repairs or alterations; provided; however, that nothing contained in this paragraph shall be deemed to impose on City any obligation to actually make repairs or alterations. Furthermore, CTC acknowledges, during the Term of this Agreement prior to issuance of the applicable Final Acceptance Letter, that City may require CTC to make reasonable modifications to the Improvements or components of the Project assigned by the City as deemed reasonably necessary by the City Representative.

**Section 6.18 Nuisances; the City's Police Powers.** CTC and the City recognize the authority of the City under its charter and ordinances to exercise its police powers to protect the public health, safety, and welfare. Such powers extend to CTC and its contractors' construction activities on the City's property, and CTC recognizes the City's authority to take appropriate enforcement action under its charter and ordinances to provide such protection if warranted. If the City, acting through its appropriate departments and officials, determines that construction in progress should halt in order to protect the public health, safety and welfare, CTC shall halt the work in progress and, if the threat to the public health, safety and welfare is the fault of CTC, CTC

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shall promptly resolve the situation. If the threat to the public health, safety and welfare is the fault of the City, the City shall promptly resolve the situation. If the threat to public health, safety and welfare is the fault of a third party, the City may (but is not obligated to) take reasonable steps to resolve the situation or cause such third party to promptly resolve the situation, at the third party's expenses.

**Section 6.19 Fixtures, Equipment, and Personal Property.** CTC may place or install on the Premises such personal property, removable fixtures and equipment. The personal property, removable fixtures, and equipment used in the conduct of activities by CTC placed by CTC on the Project or Premises shall not become part of the real property, but shall retain their status as personal property ("personalty"). Such personalty may be removed by CTC at any time, so long as CTC is not in default under this Agreement and so long as any damage to the Project or Premises occasioned by such removal is thereupon repaired. All other fixtures, equipment, and improvements constructed, installed, or placed upon the Project or Premises shall be deemed to become part of the real property and shall become the sole and exclusive property of City, free of any and all claims of CTC or any person or entity claiming by or through CTC. In the event CTC does not remove CTC's personalty that it is permitted by this section to remove from the Project or Premises within ten (10) days following the termination of the Agreement. City may treat said personalty as abandoned and retain the personalty and treat it as part of the Project or Premises or have the personalty removed and stored at CTC's expense. CTC shall promptly reimburse City for any damage caused to the Project or Premises by the removal of personalty whether removal is by CTC or City.

### **Section 6.20 Completion of Design and Construction.**

(a) CTC shall proceed expeditiously and efficiently in the final design and construction of the Improvements, or any component of the Project, assigned by the City, in a high quality and workmanlike manner in accordance with this Article VI and all applicable laws, rules and regulations, including all applicable building and zoning codes. All Improvements and component of the Project assigned by the City shall include a one-year warranty against defects in material and workmanship, which warranty (together with CTC's right, title and interest in all other warranties described in Section 6.24 below) shall be transferred to the City upon the issuance by the City Representative of the Final Acceptance Letter for each component of the Project pursuant to Section 6.21. The Improvements and component(s) of the Project shall become the property of the City after they have been fully completed and accepted by the City pursuant to the issuance of each such Final Acceptance Letter (which acceptance shall not be unreasonably withheld).

(b) If CTC has not completed construction of the Improvements or any component of the Project assigned by the City within twenty-four (24) months from the date of commencement of construction after satisfaction or waiver of all conditions thereto, the City, after furnishing CTC a thirty (30)-day written notice and opportunity to cure, may at its sole discretion take over the construction of the Improvements or any component of the Project; *provided, however*, the sixty-month period shall be extended on a day-for-day basis for any delays resulting from a dispute or disagreement between the parties (including any resulting from a claim that the City caused or contributed to that delay) that they are addressing under Sections 9.1, 9.2, 9.3 or 10.18 or from force majeure, such as acts of nature, strikes, unavailability of building materials, environmental response actions, civil riots, floods, or material or labor restrictions by governmental authority, or

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from the City halting work pursuant to Section 6.18 for a threat to the public health, safety and welfare that is not the fault of CTC.

**Section 6.21 City Inspection Upon Substantial Completion.** Upon substantial completion of the construction of the Improvements, or any component of the Project assigned by the City, the City Representative shall review, comment on and approve the punch list and any items identified by the City shall be added to the punch list at the City's request. After (a) the punch list items are performed to meet the Approved Plans, (b) the City Representative receives certification of final completion by CTC's engineers, general contractor, any assigned contractor(s) by the City, for each component of the Project that is in form and substance reasonably acceptable to the City Representative and (c) sixty (60) days have passed following receipt of the certification of final completion pursuant to clause (b), the City Representative shall issue a letter of final acceptance of each component of the Project ("Final Acceptance Letter"), *provided, however*, that the warranty obligations of the contractor(s) and correction of defective work shall not by such acceptance become the responsibility of the City, but shall remain the responsibility of CTC and its contractor(s) throughout the warranty period. In addition, CTC shall furnish to City Representative the following upon completion of each component of the Project: (i) complete as-built drawings (including an electronic version) within sixty (60) days after construction is complete; and (ii) copies of Certificates of Occupancy or other similar documents issued to certify completion of construction in compliance with applicable requirements.

**Section 6.22 Mechanic's Liens.** CTC agrees that CTC will not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Project in connection with any construction, improvements, maintenance or repair of the Improvements or any component of the Project, assigned by the City, made by CTC or any contractor, agent or representative of CTC. CTC shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the date of filing thereof; *provided, however*, that in the event CTC, in good faith, disputes the validity or amount of any such claim of lien, and if CTC shall give to City such security as City may reasonably require to insure payment thereof and prevent any attempted sale, foreclosure, or forfeiture of the Premises or any portion thereof by reason of such nonpayment, CTC shall not be deemed to be in breach of this section so long as CTC is diligently pursuing a resolution of such dispute with continuity and, upon entry of final judgment resolving the dispute, if litigation or arbitration results there from, immediately discharges said lien.

**Section 6.23 Fee Simple Title to the City.** The parties acknowledge that fee simple title to the Project, including all Improvements and trail sites, when made thereto under this Agreement shall automatically vest in the City without any further action by either party hereto, free and clear of all liens and other encumbrances arising by, through or under CTC (subject to its 45-day cure right in the concluding sentence of Section 6.6), and CTC agrees to take no action before, during or after construction that would prejudice the City's clear fee simple title. CTC also acknowledges that fee simple title to the Premises vests in the City without any further action by either party hereto, free and clear of all liens and other encumbrances.

**Section 6.24 Construction Warranties.** In addition to the one-year warranty transferred to the City under Section 6.20(a), CTC shall formally assign to the City all of CTC's right, title and interest in and to warranties and warranty obligations of the contractor(s) and equipment manufacturers; *provided, however*, correction of defective work shall not by such

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assignment become the responsibility of the City, but shall remain the responsibility of CTC and its contractor(s) pursuant to the terms of this Agreement. CTC shall administer said warranties during the Term of this Agreement and CTC shall turn over to the City Representative copies of all warranties. Additionally, CTC will reasonably cooperate with and assist the City to the extent needed to enforce any warranties not directly assignable to the City.

**Section 6.25 Public Purpose.** The parties understand that the construction of the Project is for a public purpose.

### ARTICLE VII ADDITIONAL COVENANTS

**Section 7.1 Termination of this Agreement.** Upon termination of this Agreement for whatever reason, CTC shall peaceably surrender the Project to the City.

#### **Section 7.2 Repairs.**

(a) **City's repairs.** City is not required or obligated to make any changes, alterations, additions, improvements, or repairs in, on, or about the Project, or any part thereof, during the Term of this Agreement or any extension thereof. City shall assist with any repairs caused solely by the City's actions or inactions.

(b) **CTC's repairs and operation.** At all times during the Term of this Agreement or any extension thereof, CTC shall neither cause nor permit any waste to the Improvements or any component of the Project assigned by the City other than as contemplated by the Approved Plans. From the commencement of construction, CTC shall, at CTC's sole cost and expense, keep and maintain the Improvements or any component of the Project assigned by the City and all facilities appurtenant, thereto including without limitation landscaping, in good order and repair and, in a safe, clean, sanitary, and attractive condition. CTC shall make any and all additions to or alterations or repairs in and about the Improvements or for any component of the Project assigned by the City that may be required by this Agreement in a good and workmanlike manner and shall otherwise observe and comply with all public laws, ordinances, and regulations that from time to time are applicable to the Project.

(c) **Condition at end of Agreement.** Upon termination of this Agreement for whatever reason, CTC shall leave the Project and Premises in the state of repair and cleanliness required to be maintained during the Term of this Agreement and shall peaceably surrender the same to City. If the Improvements or any component of the Project assigned by the City are not in substantial conformity with this paragraph, City may, at its option and in addition to any other remedies under this Agreement, direct CTC to remove non-complying Improvements or component of the Project, assigned by the City, and return the Premises to its condition existing on the commencement date (as such condition may have been altered in accordance with the Approved Plans), and CTC shall be obligated to promptly comply at its sole cost and expense or, alternatively, the City may repair same in which event CTC shall immediately pay to City the cost of same.

**Section 7.3 Reserved.**

**Section 7.4 Insurance and Indemnification.** CTC shall require its architect/engineer/consultant to obtain and maintain insurance as described in the attached Exhibit D. In addition, CTC shall require its construction contractor/manager to obtain and maintain insurance as described in the Public Works Construction Standards-North Central Texas, as published by the North Central Texas Council of Governments, October 2004, as amended, the most current City of Dallas Addendum to the Public Works Construction Standards, and other such specifications required by the City (hereinafter referred to as "City of Dallas Construction Standards") The City of Dallas and its officers, employees and elected representatives shall be named as additional insureds on all insurance policies as required above and CTC shall provide City with evidence of all the foregoing. Proceeds of insurance resulting from damage to, or destruction of, the Premises shall be used to repair or reconstruct the Premises as provided in Section 7.6. The City will be shown as the certificate holder. This insurance must stay in force for the duration of the Agreement. **CTC agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal 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 CTC's breach of any of the terms or provisions of this Agreement, or by any negligent or strictly liable act or omission of CTC, its officers, agents, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this Section shall not apply to any liability resulting from the negligence or fault of the City, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of CTC and the City, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**Section 7.5 Security Interests.** CTC shall not mortgage, pledge, or otherwise encumber its rights and interests under this Agreement to secure financing. CTC shall not suffer or permit mortgages or liens or claims of same against the Premises or this Agreement, and shall indemnify, defend and hold harmless the City from and against same.

**Section 7.6 Damage or Destruction During Construction.** In addition to the provisions of Section 6.17 and without limiting the parties' rights and obligations regarding the one-year warranty described in Section 6.20(a), CTC and the City agree as follows:

(a) ***Effect of damage or destruction.*** Beginning with the commencement of construction and terminating upon the City Representative's issuance of the Final Acceptance Letter pursuant to Section 6.21, in the event of any damage to or destruction of Improvements constructed by CTC or any component of the Project assigned by the City from any causes whatever (except as contemplated by the Approved Plans), CTC shall promptly give written notice thereof to the City. Subject to the provisions of Sections 6.16 and 7.6(c), CTC shall promptly rebuild or repair (hereinafter, called "repair") such Improvements or any component of the Project as assigned by the City to the contemplated conditions indicated by the Approved Plans. All such

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repair shall be performed in accordance with the requirements of Article VI. CTC's duty to repair any damage or destruction of the Improvements or any component of the Project as assigned by the City shall not be conditioned upon the availability of any insurance proceeds to CTC from which the cost of repair may be paid. Any of CTC's insurance proceeds payable by reason of such damage or destruction shall be made available to pay the cost of such repair; if CTC receives proceeds in excess of the cost of such repair; CTC may retain such excess. In the event CTC is in material default under the terms of this Agreement at the time such damage or destruction occurs, and has been notified as required under Section 9.1(b), the City may elect to terminate this Agreement and the City shall thereafter have the right to receive and retain all insurance proceeds payable as a result of such damage or destruction. This subsection does not apply to insurance or self-insurance reserves maintained by the City or by CTC and its affiliates beyond the Insurance.

(b) ***Precondition to repair.*** Before CTC commences repairs involving an estimated cost of more than Fifty Thousand and No/100 Dollars (\$50,000.00), the City Representative may request that CTC furnish to the City (i) an estimate of the cost of the proposed work; (ii) reasonably satisfactory evidence of the coverage of the Insurance; (iii) a performance and payment bond if and as otherwise required under this Agreement; and (iv) such other security as City may require to insure completion of or payment for all work free and clear of liens. CTC shall diligently pursue the repairs in a good and workmanlike manner using only high-quality workers and materials, and in conformity with the Approved Plans and all applicable laws, ordinances and codes.

(c) ***Failure to repair.*** If CTC (i) fails to begin the repair of the Improvements or any other component of the Project assigned by the City within a reasonable period of time, but in all events within ninety (90) days, after damage or destruction by fire or otherwise, (ii) ceases to do so after commencing or (iii) fails to complete the same within a reasonable period of time considering the extent of the damage, then, after notifying CTC as required under Section 9.1(b), in addition to whatever other remedies the City may have either under this Agreement, at law or in equity, the City shall receive the insurance proceeds, or the balance thereof remaining, as security for the continued performance and observance by CTC of CTC's covenants and agreements hereunder, or the City may terminate this Agreement and then receive said amount as partial liquidated damages resulting from the failure of CTC to comply with the provisions of this Article. Finally, City shall have no duty or obligation to repair any damage to the Project or Premises during the Term of this Agreement.

(d) ***Termination.*** All of CTC's obligations under this Section 7.6 shall terminate upon its completion of the Project in accordance with the Approved Plans in all material respects, *provided* that such termination shall in no manner abrogate or otherwise affect CTC's obligation to provide the one-year warranty pursuant to Section 6.20(a).

### Section 7.7 Condemnation.

(a) ***Taking of Whole.*** If the whole of the Premises, or so much thereof, shall be taken or condemned for a public or quasi-public use or purpose by any competent authority and as a result thereof the balance of the Premises cannot be used for the same purpose and uses as expressed in Section 1.3 then, and in case of such event, the Agreement term shall terminate with respect to the Premises on the date of taking, and any award, compensation, or damage (hereinafter called the "award") shall be paid to and be the sole property of City, whether such award shall be

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made as compensation for diminution of the value of the Agreement, the improvements, or the fee interest in the Premises or otherwise, and CTC hereby assigns to City CTC's right, title and interest in and to any and all such award.

(b) ***Partial taking after construction commences.*** If after construction commences only a portion of the Premises shall be so taken or condemned, and as a result thereof the balance of the Premises can be used for the same purpose as expressed in Section 1.3, this Agreement shall not terminate with respect to the Premises and City, at its sole cost and expense, shall repair and restore the Premises to an operational whole; *provided, however*, City shall not be required to incur expense of repair and restoration that exceeds the amount of the award that is available for payment of the costs of the repair and restoration. City shall promptly and diligently proceed to restore the functionality and utility of the remainder of the Premises and affected Improvements. Any portion of such award as may not have to be expended for such repair or restoration shall be paid to City. Any award amount attributable to the fee title to real estate taken shall be paid over directly to City.

(c) ***Partial taking before construction commences.*** If before construction commences, only a portion of the Premises shall be so taken or condemned, and as a result thereof the balance of the Premises can be used for the same purpose as expressed in Section 1.3, City shall have no duty or obligation to repair or restore the Premises; *provided, however*, in the event of any such partial taking should City elect not to restore the Premises to an operational whole, City or CTC may terminate this Agreement by written notice of said termination delivered prior to commencement of construction. Should CTC not elect to terminate this Agreement, as provided in this paragraph, CTC shall be deemed to have accepted the Premises in its post-taking condition and will proceed with construction and performance of this Agreement.

(d) ***Date of taking.*** The term "date of taking" shall mean the date on which title to the Premises or a portion thereof passes to and vests in the condemnor or the effective date of any order for possession if issued prior to the date title vests in the condemnor.

### ARTICLE VIII CONDITION(S) PRECEDENT

The obligations of each of the parties to execute and deliver this Agreement shall be subject to the following condition(s) precedent:

**Section 8.1 No Injunction.** There shall not be in effect any judgment, order, injunction or decree issued by a court of competent jurisdiction restraining or prohibiting the consummation of the transactions contemplated by this Agreement.

### ARTICLE IX DEFAULT AND REMEDIES

**Section 9.1 Default by CTC.** A "CTC Default" shall mean the occurrence of one or more of the following events:

(a) failure of CTC to maintain, in all material respects, any of the insurance or bonds provided for herein and the failure by CTC to cure the failure within thirty (30) days after the City

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notifies CTC in writing of the failure to comply in accordance with the notice provisions under this Agreement;

(b) failure of CTC to comply with any other material term, covenant, or provision of this Agreement, and the failure by CTC to cure the failure within thirty (30) days after the City notifies CTC in writing of the failure to comply in accordance with the notice provisions under this Agreement; and

(c) appointment of a receiver or trustee to take possession of all or substantially all of the assets of CTC; or if any action is taken or suffered by CTC pursuant to any insolvency, bankruptcy, or reorganization act; or if CTC makes a general assignment for the benefit of its creditors; and such appointment, action, or assignment continues for a period of sixty (60) days.

Notice pursuant to this Section (a "Default Notice"), shall be sent pursuant to Section 10.13. Any opportunity to comply/cure provided herein shall not be required of the City if the same or a substantially similar event has occurred and been the subject of written notice within the previous six (6) months or, with respect to a default under subsections (a) or (c) above, twelve (12) months. Upon the occurrence of a CTC Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, actual damages, and termination of this Agreement, provided that in no event shall any party to this Agreement be liable for damages in excess of or in addition to actual damages, including consequential damages, punitive damages, special damages, or indirect damages, and each party to this Agreement waives its rights to the aforesaid damages in excess of or in addition to actual damages. Termination or non-termination of this Agreement upon a CTC Default shall not prevent the City from pursuing its other remedies permitted under this Agreement. The notice of termination by the City shall specify a termination date that is not less than thirty (30) days after the date of the notice of termination.

**Section 9.2 City Default and CTC's Remedies.** A "City Default" shall mean the City failing to comply with any material provision of this Agreement after written notice of said specific noncompliance and the City's failure to cure the noncompliance within thirty (30) days following such notice. Upon the occurrence of a City Default, CTC may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, actual damages, and termination of this Agreement, provided that in no event shall any party to this Agreement be liable for damages in excess of or in addition to actual damages, including consequential damages, punitive damages, special damages, or indirect damages, and each party to this Agreement waives its rights to the aforesaid damages in excess of or in addition to actual damages. Termination or non-termination of this Agreement upon a City Default shall not prevent CTC from pursuing its other remedies permitted under this Agreement. The notice of termination by CTC shall specify a termination date that is not less than thirty (30) days after the date of the notice of termination.

**Section 9.3 Force Majeure.** Neither CTC nor the City shall be liable to each other for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond their respective control, including, but not limited to, war, nuclear disaster, strikes, boycotts, labor disputes, embargoes, acts of nature, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which a party is not legally responsible or which is not in its own power to control. The affected party's obligation shall be suspended during the

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continuance of the inability then claimed, but for no longer a period. To the extent possible, the party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch. Nothing in this Section shall be construed to preclude the use of available insurance proceeds from the Insurance to remove or overcome any event of force majeure.

### ARTICLE X GENERAL PROVISIONS

**Section 10.1 Assignment by CTC.** CTC shall not sell, assign, transfer or convey this Agreement, in whole or in part, without the prior written consent of the City Representative. As an express condition of consent to any assignment, CTC shall remain liable for its obligations pursuant to this Agreement in the event of default by the successor contractor or assignee.

**Section 10.2 Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in this Agreement, their assigns. The parties hereto and their respective successors and permitted assigns acknowledge and agree that none of the contributors to or affiliates, officers, managers, directors, trustees, shareholders or employees of CTC have any personal liability under this Agreement or any related agreement.

**Section 10.3 Compliance with Laws and Regulations and Enforceability.** This Agreement is entered into subject to and controlled by the Charter and ordinances of the City of Dallas and all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America, including without limitation Texas Local Government Code Chapter 253 and Texas Project and Wildlife Code Chapter 26. CTC and every contractor or agent under CTC's control shall, during the course of performance of this Agreement, comply with all applicable City codes and ordinances, as they may be amended from time to time, and all applicable State and Federal laws, rules and regulations, including environmental protection, pollution, natural resource protection, archeological, or land use laws, rules, regulations, orders or requirements laws and the City's ordinances prescribing conservation measures relating to lawn and landscape irrigation, if applicable. Notwithstanding anything to the contrary contained in this Agreement, the parties acknowledge and agree that this Agreement is enforceable in accordance with its terms under all applicable laws, codes, ordinances, rules and regulations with respect to each of them.

**Section 10.4 Nondiscrimination.** As a condition of this Agreement, CTC covenants that CTC will take all necessary actions to insure that, in connection with any operations under this Agreement, CTC, its officers, employees and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, age, color, ancestry, national origin, place of birth, religion, sex, sexual orientation, gender identity and expression, military or veteran status, genetic characteristics, or disability unrelated to job performance, either directly, indirectly or through contractual or other arrangements. CTC shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, CTC shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from the expiration or termination of this Agreement, with full reasonable access allowed to

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authorized representatives of City, upon reasonable written request, for purposes of evaluating compliance with this and other provisions of the Agreement.

**Section 10.5 Venue.** The obligations of the parties to this Agreement shall be performable in Dallas County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Dallas County, Texas.

**Section 10.6 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

**Section 10.7 Right of Review and Audit.** The City may review any and all of the services performed by CTC under this Agreement. The City is granted the right to audit, at the City's election, all of CTC's records relating to the performance of this Agreement. CTC agrees to retain such records for a minimum of three (3) years following the expiration or termination of this Agreement. Any payment, settlement, satisfaction, or release provided under this Agreement shall be subject to the City's rights as may be disclosed by such audit.

**Section 10.8 Conflict of Interest.** CTC and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in CTC's performance of all of the services under this Agreement. Such disclosures must be made no later than ten (10) days following the event giving rise to the potential or actual conflict of interest for the duration of the Term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in CTC's performance of its duties under this Agreement by the existence of CTC's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Agreement by the City Manager.

The following section of the Charter of the City of Dallas shall be one of the conditions, and a part of, the consideration of this Agreement, to wit:

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED –

(a) No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit the officer's or employee's office or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the Agreement involved voidable by the City Manager or the City Council.

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(b) The alleged violations of this section shall be matters to be determined either by the City's Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by the City employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general City services or benefits if the City services or benefits are made available to the City official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a City board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a City board or commission, including a City appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)"

**Section 10.9 Gift to Public Servant.** City may terminate this Agreement immediately if CTC has offered, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this Agreement, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require CTC to remove any employee of CTC from the services who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

### **Section 10.10 Termination.**

(a) City may terminate this Agreement immediately if CTC has offered or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

(b) Notwithstanding any other legal remedies, City may require CTC to remove any employee of CTC from the Project or Premises who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

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**Section 10.11 Notice of Contract Claim.** This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against the City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. CTC, its employees, contractors and agents shall comply with the requirements of this ordinance as a precondition of any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims.

**Section 10.12 Captions.** The captions, section numbers, article numbers, and table of contents appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Agreement, nor in any way affect this Agreement.

**Section 10.13 Notices.** Any notice required or desired to be given under this Agreement shall be in writing with copies directed as indicated herein and shall be personally served or given by mail. Any notice given by mail shall be deemed to have been given when deposited in the U.S. mails, certified return receipt requested and postage prepaid, and addressed to the party to be served at the last address given by that party to the other party under the provisions of this Section. Notice given by courier, fax, or other form of personal delivery shall be deemed given only upon actual receipt. Any change in address shall be promptly given in writing to the other party pursuant to this notice provision. The initial addresses for notice are as follows:

City: City of Dallas  
Park and Recreation Department  
1500 Marilla, 6th Floor  
Dallas, Texas 75201  
Attn: Director  
Telephone: 214-670-4060  
Facsimile: 214-670-4084

with copy to: City of Dallas  
City Attorney's Office  
1500 Marilla 7DN  
Dallas, Texas 75201  
Attn: Christine Lanners  
Telephone: 214-670-3474  
Facsimile: 214-670-0622

with copy to: City of Dallas  
Director of the Park and Recreation Department's Office  
1500 Marilla 7DN  
Dallas, Texas 75201  
Attn: Willis Winters  
Telephone: 214-670-4100  
Facsimile: 214-670-3205

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If to CTC: Circuit Trail Conservancy  
PO Box 224484  
Dallas, TX 75222  
Attn: Philip Hiatt Haigh  
Telephone: 972-977-0397

with copy to: Bjerke Management Solutions, Inc.  
5906 Dunnaway Crossing  
Parker, TX 75002  
Attn: Keith Bjerke  
Telephone: 817-822-7338

**Section 10.14 Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been included herein, unless the invalid, illegal, or unenforceable provision is reasonably viewed as constituting a material benefit to and primary consideration for either party entering into this Agreement, in which case the City and CTC will diligently and in good faith negotiate and implement a substitute provision providing the party, to the greatest extent possible, the equivalent material benefit and primary consideration as the provision held to be invalid, illegal, or unenforceable.

### **Section 10.15 Miscellaneous.**

A. Pursuant to section 2270.002, Texas Government Code, developer hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. as used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in section 2270.001, Texas Government Code.

B. CTC hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. as used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

**Section 10.16 No Implied Waiver.** The failure of any party hereto to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or relinquishment thereof for the future. The waiver of redress for any violation of any term, covenant, agreement or condition contained in this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. No express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

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**Section 10.17 Cumulative Remedies.** Each right, power, and remedy of the parties provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The exercise or beginning of the exercise by the parties of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the parties of any or all such other rights, powers, or remedies.

**Section 10.18 Mediation.** If the parties have any dispute or disagreement arising under this Agreement, it shall first be discussed in good faith between the parties in an attempt to reach an amicable solution. As part of that process, the parties will in good faith seek mediation of any such dispute or disagreement. Nothing contained herein shall limit any of the parties from obtaining injunctions or seeking other legal or equitable relief from a court of competent jurisdiction.

**Section 10.19 Time of Essence.** Time is expressly declared to be of the essence in this Agreement and each and every covenant hereunder (but subject to extension of time for delay beyond CTC's reasonable control).

**Section 10.20 Relationship of the Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of independent contractors. No term or provision of this Agreement or act of CTC, its contractors, subcontractors, officers, agents and employees or any person under the control of CTC in the performance of this Agreement shall be construed as making them the agent, servant or employee of the City, or making them eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the City provides its employees.

**Section 10.21 Non-Recordation.** Neither this Agreement nor any memorandum thereof shall be recorded in the real property records of Dallas County, Texas.

**Section 10.22 Language.** The terms used herein shall be applicable to one or more persons, as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine, and if there be more than one, the obligations hereof shall be joint and several. The City and CTC have freely negotiated this Agreement and its terms. Separate legal counsel has represented the parties. The language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning, and shall not be construed more strictly against a party by reason of authorship.

**Section 10.23 Entire Agreement.** This Agreement (with all referenced Schedules, Exhibits, attachments, and provisions incorporated by reference) embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties that relate to the subject of this Agreement. The parties may enter into separate development, endowment or other agreements for individual Project if necessary. Except as

## Exhibit F - Original Funding Agreement

otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written agreement of the parties.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

Exhibit F - Original Funding Agreement

EXECUTED this the 17th day of April 2019, by CITY, signing by and through its City Manager, duly authorized to execute same by Resolution No. 19-0340 approved by City Council on 2/27/, 2019 and by CTC, acting through its duly authorized officials.

APPROVED AS TO FORM:  
CHRISTOPHER J. CASO  
Interim City Attorney

CITY OF DALLAS  
T. C. BROADNAX  
City Manager

By: Christine Turner C.L.  
Assistant City Attorney

By: [Signature]  
Assistant City Manager

ATTEST:

PARK AND RECREATION BOARD

By: [Signature]  
Secretary

By: \_\_\_\_\_  
President

CTC:

CIRCUIT TRAIL CONSERVANCY

By: Philip Hiatt Haigh  
Name: PHILIP HIATT HAIGH  
Title: EXECUTIVE DIRECTOR

[Signature]  
Robert Abtahi, President  
Park and Recreation Board

February 27, 2019

**WHEREAS**, the City Charter provides for the Park and Recreation Board to grant contracts and agreements within park facilities with such terms and conditions as it shall deem proper; and

**WHEREAS**, the City of Dallas Park and Recreation Department (City) and the Circuit Trail Conservancy (CTC), desire to enter into a development and funding agreement for the purpose of assisting with the funding, land acquisition, design and construction of hike and bike trails on the remaining undeveloped 10 miles of The Loop, comprised of the Circuit Trail Connection, Trinity Forest Spine Trail, the Trinity Gateway and Trinity Skyline Trail Links (collectively hereinafter referred to as "Project"); and

**WHEREAS**, the total estimated cost for this Project is \$43,000,000.00 and the City's contribution is estimated at \$20,000,000.00; CTC shall match \$10,000,000.00 of the City funds with \$10,000,000.00 in private funds, Dallas County (County) shall fund \$5,000,000.00 towards the Trinity Forest Spine Trail North portion of the Project, and North Central Texas Council of Governments (NCTCOG) shall fund \$8,000,000.00 for the Circuit Trail Connection portion of the Project.

**Now, Therefore,**

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

**SECTION 1.** That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute a development and funding agreement with the Circuit Trail Conservancy, approved as to form by the City Attorney, for the purpose of assisting with the funding, land acquisition, design and construction of hike and bike trails on the remaining undeveloped 10 miles of The Loop, comprised of the Circuit Trail Connection, Trinity Forest Spine Trail, the Trinity Gateway and Trinity Skyline Trail Links.

**SECTION 2.** That the Circuit Trail Conservancy shall match \$10,000,000.00 of the City funds with \$10,000,000.00 in private funds for the Circuit Trail Connection portion of the Project.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to receive and deposit funds for this project in an amount not to exceed \$10,000,000.00 from the Circuit Trail Conservancy Fund, Fund P132, Department PKR, Various Units, Revenue Code 8411.

**SECTION 4.** That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$10,000,000.00 in the Circuit Trail Conservancy Fund, Fund P132, Department PKR, Various Units, Object 4510.

February 27, 2019

**SECTION 5.** That the Chief Financial Officer is hereby authorized to disburse match funds in an amount not to exceed \$10,000,000.00 from the Park and Recreation Facilities (B) Fund, Fund 1V00, Department PKR, Unit VB05, Object 4599.

**SECTION 6.** That the Chief Financial Officer is hereby authorized to disburse funds in the amount not to exceed \$7,000,000.00 to the U.S. Army Corps of Engineers to begin the Trinity Forest Spine Trail South Project from:

Park and Recreation Facilities (B) Fund Fund 1V00, Department PKR, Unit VB05, Activity HIBIT Object 4599, Program PK17VB05 Vendor 352290	\$3,500,000.00
Circuit Trail Conservancy Fund Fund P132, Department PKR, Unit 3867 Object 4510, Program CTCP132 Vendor 352290	<u>\$3,500,000.00</u>
Total amount not to exceed	\$7,000,000.00

**SECTION 7.** That any value engineering decisions will be briefed to the appropriate City Council committee or the full City Council.

**SECTION 8.** That the term of the agreement commences on execution and terminates one year after completion of the Project, subject to approval and acceptance by the City through the Park and Recreation Department Director.

**SECTION 9.** That this contract is designated as Contract No. PKR-2019-00009047.

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

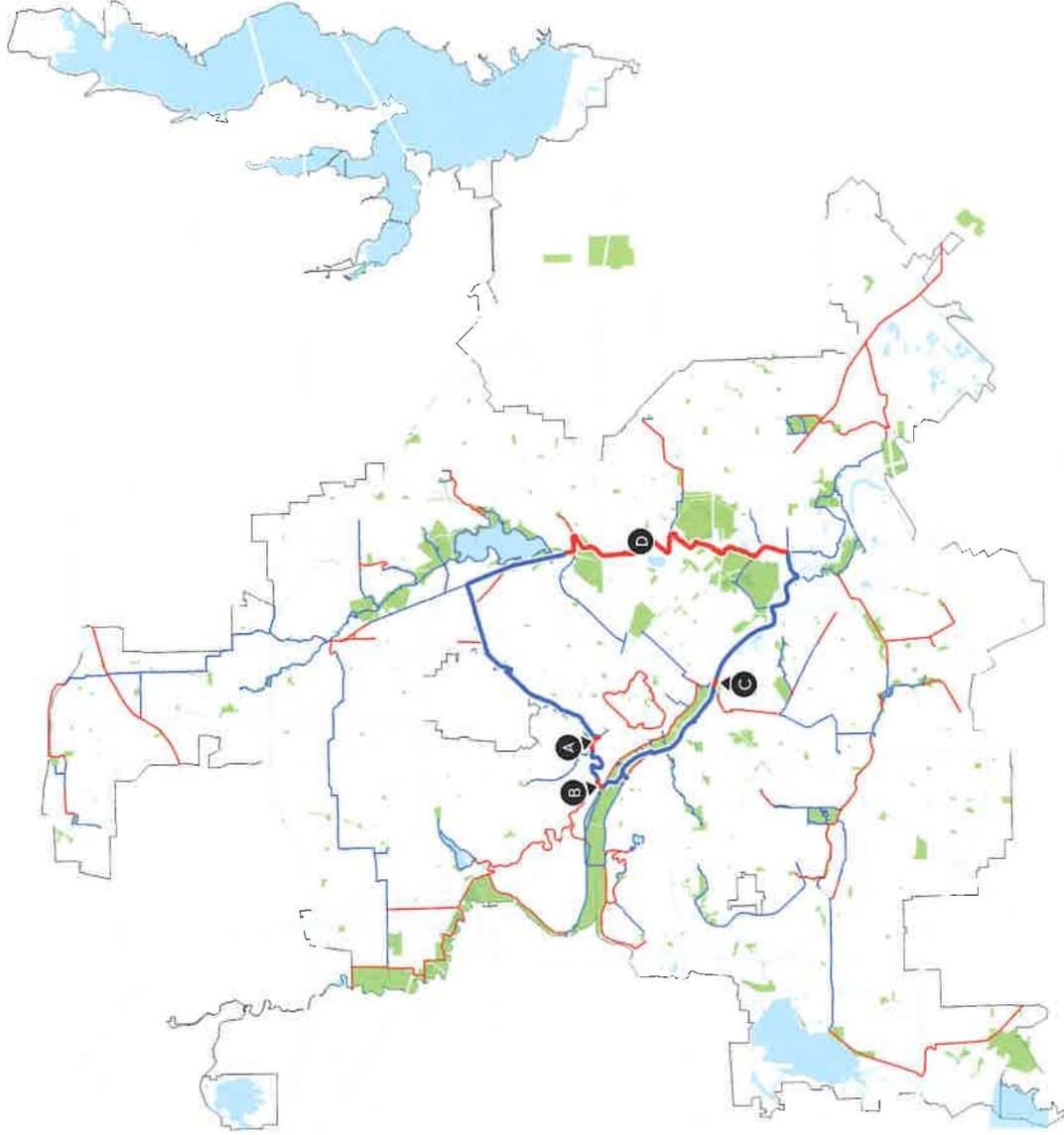


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**EXHIBIT A**

The Loop  
(To be attached)

# Exhibit F - Original Funding Agreement



## THE LOOP DALLAS

A PREMIER URBAN TRAIL NETWORK SURROUNDING THE CORE OF DALLAS AND WILL LINK OUR NEIGHBORHOODS TO TRANSPORTATION HUBS AND ECONOMIC CENTERS.

### A. HI LINE TRAIL

CONNECTS THE KATY TRAIL TO THE TRINITY STRAND TRAIL

### B. TRINITY GATEWAY

CONNECTS THE TRINITY STRAND TRAIL TO THE TRINITY RIVER SKYLINE TRAIL

### C. TRINITY SKYLINE TRAIL LINK

CONNECTS THE SKYLINE TRAIL TO SOUTH DALLAS/AUDUBON CENTER AND TRINITY FOREST

### D. TRINITY FOREST SPINE TRAIL

8.7 MILE DEDICATED TRAIL CONNECTING WHITE ROCK LAKE AND EAST DALLAS TO SOUTH DALLAS AND THE TRINITY FOREST TRAIL SYSTEM

**LEGEND**

TRAIL STATUS

 EXISTING

 PROPOSED

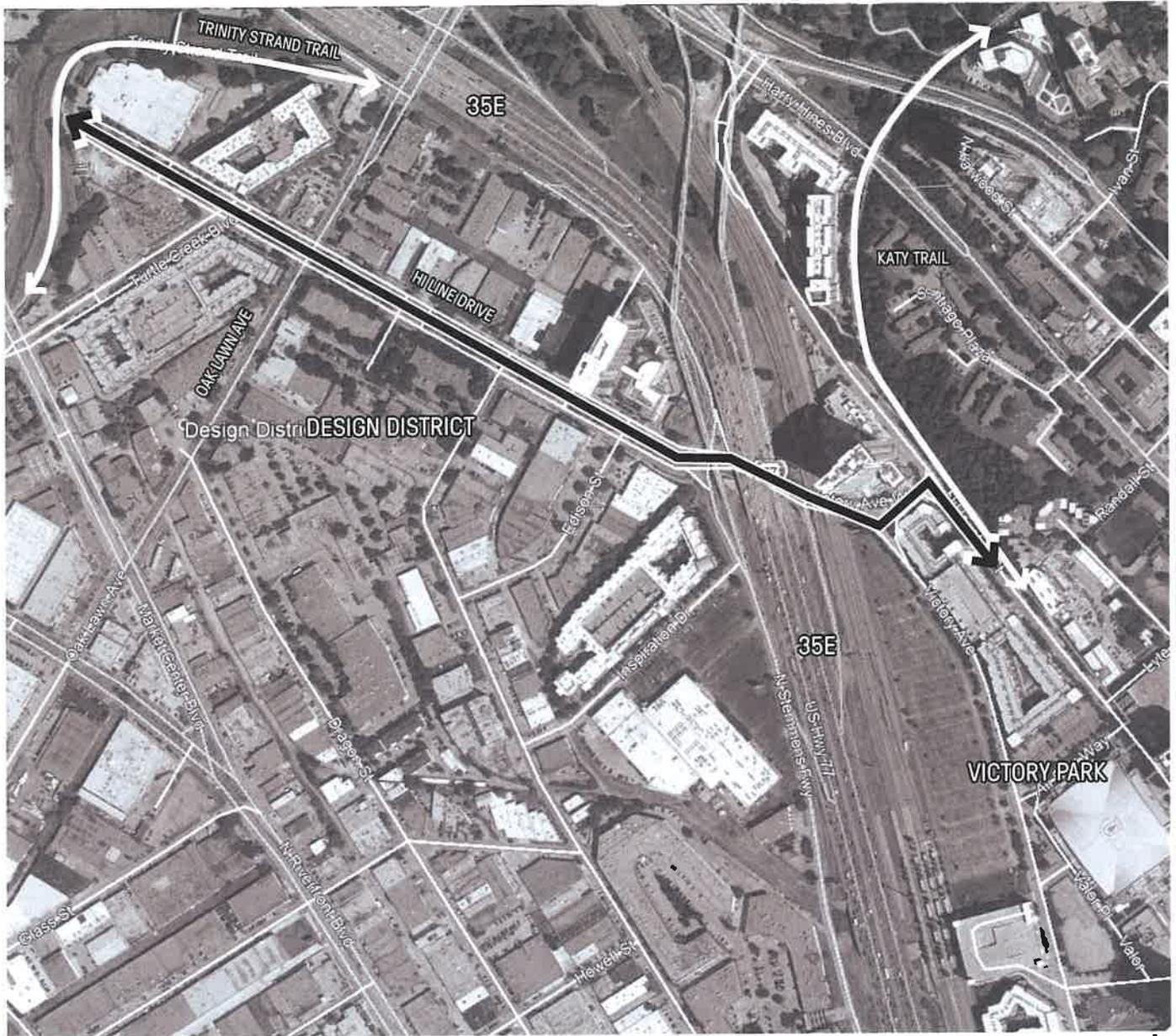
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**EXHIBIT B**

Premises  
(To be attached)

# TRAIL EXHIBIT MAP



- PROPOSED TRAIL ROUTE
- EXISTING TRAIL

plan n.t.s.

## CTC HI LINE CONNECTION

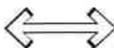
A CONNECTION FROM THE KATY TRAIL TO THE TRINITY STRAND TRAIL.

# TRAIL EXHIBIT MAP



plan n.t.s 

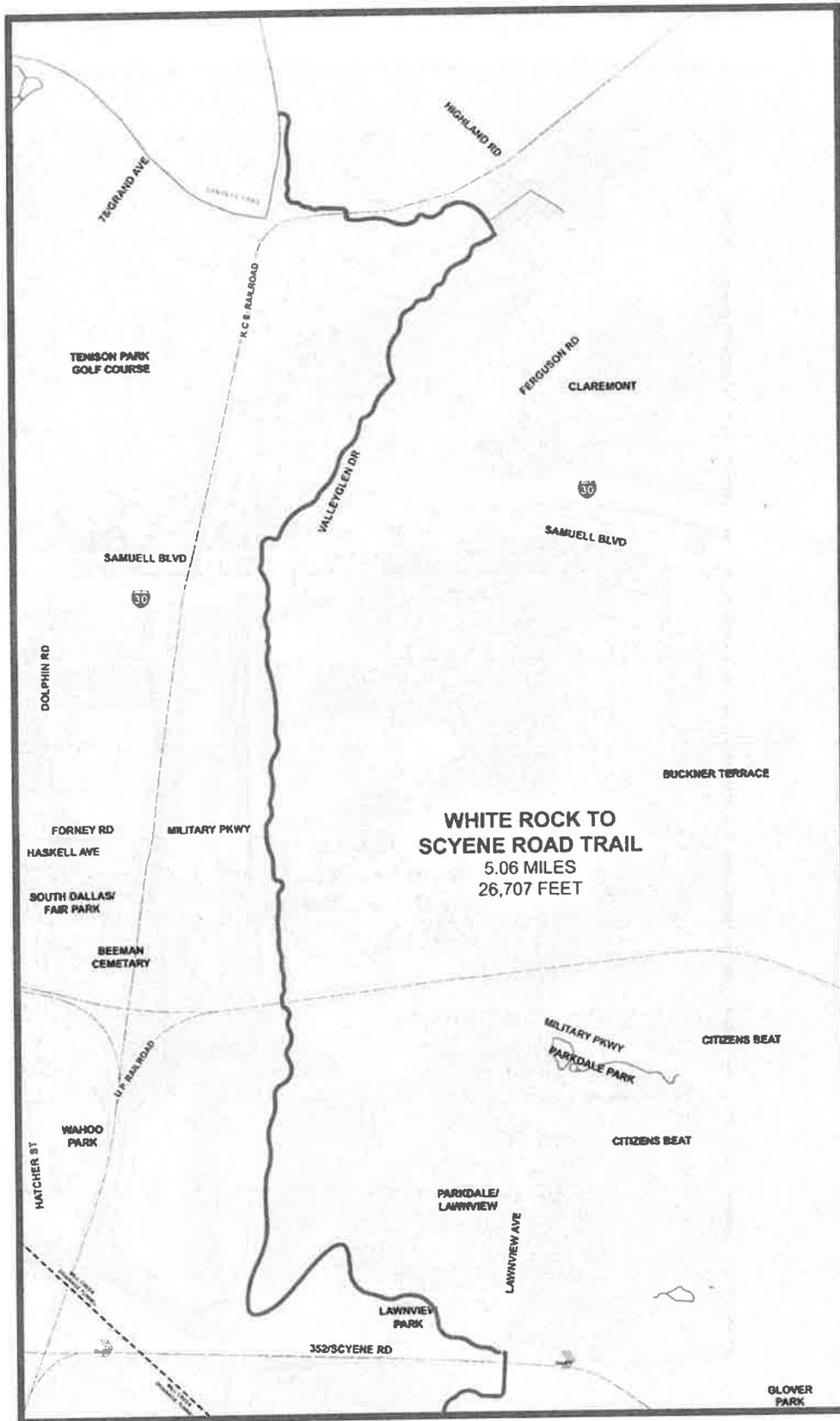
 PROPOSED TRAIL ROUTE

 EXISTING TRAIL

## CTC GATEWAY CONNECTION

A CONNECTION FROM THE TRINITY STRAND TRAIL TO THE LEVEE TRAIL NETWORK.

# TRINITY FOREST SPINE TRAIL - NORTH

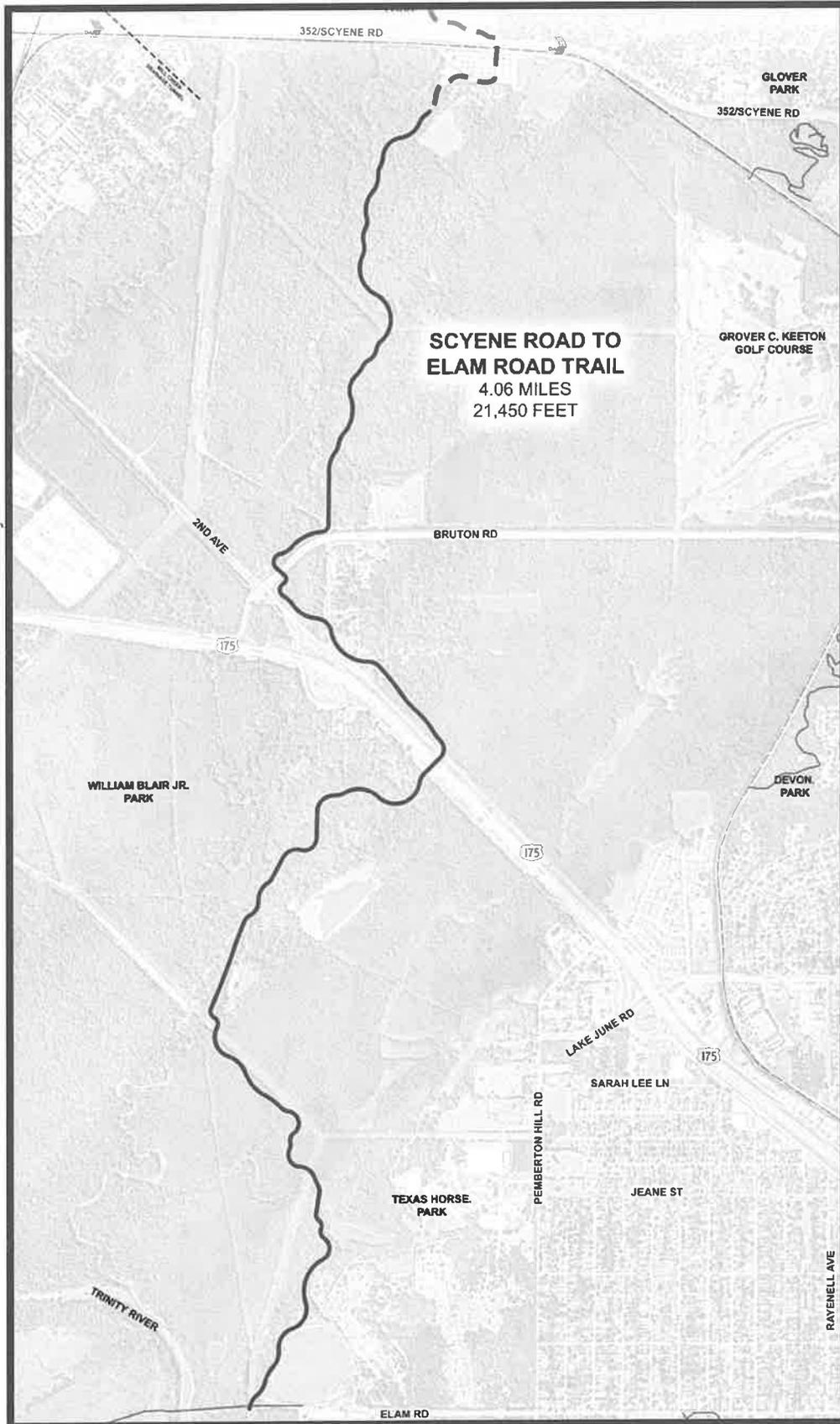


**WHITE ROCK TO  
SCYENE ROAD TRAIL**  
5.06 MILES  
26,707 FEET

- 2018 ALIGNMENT CORRIDOR
- - - EXISTING TRAIL NETWORK



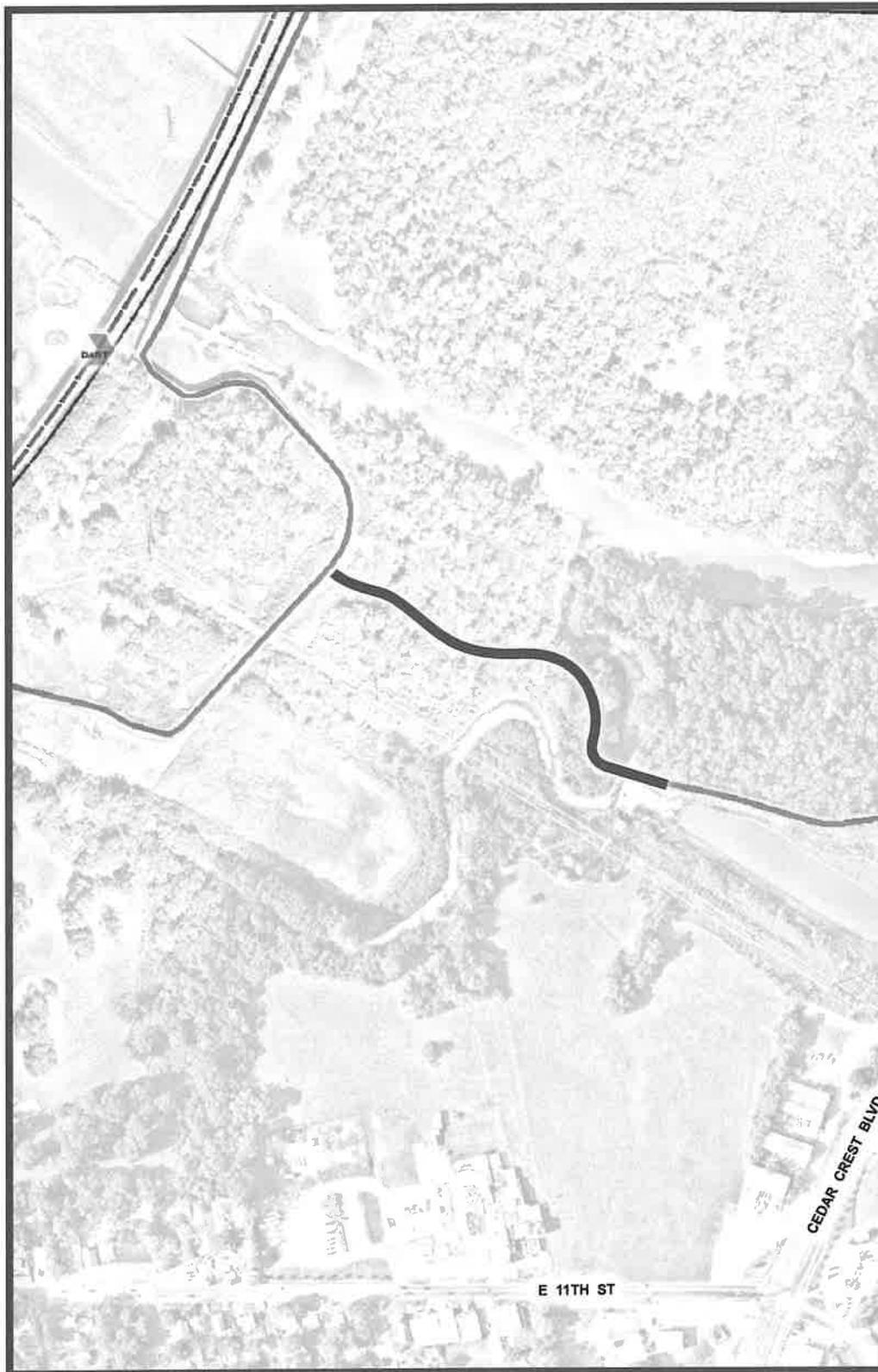
# TRINITY FOREST SPINE TRAIL - SOUTH



-  2018 ALIGNMENT CORRIDOR
-  2018 ALIGNMENT CORRIDOR - NORTH
-  EXISTING TRAIL NETWORK



# SKYLINE TRAIL



- 2018 ALIGNMENT CORRIDOR
- EXISTING TRAIL NETWORK



Exhibit F - Original Funding Agreement

**EXHIBIT C**

Ordinance No. 30554  
(To be attached)

## Exhibit C

8/9/17

ORDINANCE NO. 30554

An ordinance ordering a bond election to be held in the city of Dallas on November 7, 2017, for the purpose of authorizing general obligation bonds; prescribing the form of the ballot; designating polling places; providing for the use of an electronic voting system for early voting by personal appearance, a computerized voting system for early voting by mail, and electronic and computerized voting systems for voting on election day; permitting only resident qualified voters to vote; providing for early voting; providing for an early voting ballot board to process early voting; providing for notice of the election; and providing an effective date.

WHEREAS, the city council of the city of Dallas has determined that it is advisable that an election be called to submit propositions for the issuance of general obligation bonds of the city for the purposes stated in the listed propositions; and

WHEREAS, the city council finds and declares that the meeting at which this ordinance is considered is open to the public as required by law, and that public notice of the time, place, and purpose of the meeting was given as required by Chapter 551, Texas Government Code, as amended; Now, Therefore,

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

SECTION 1. That a bond election is ordered to be held in the city of Dallas on Saturday, November 7, 2017, between the hours of 7:00 a.m. and 7:00 p.m., which date is not less than 78 days nor more than 90 days from the effective date of this ordinance, and which election is for the purpose of authorizing general obligation bonds. At the election, the following propositions will be submitted to the qualified voters of the city:

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**CITY OF DALLAS - PROPOSITION A**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$533,981,000 for the purpose of providing funds for permanent public improvements, to-wit: planning, designing, constructing, reconstructing, improving, extending, reconfiguring, and expanding streets, off-street parking, circulation elements, thoroughfares, freeways, intersections, alleys, medians, sidewalks, bridges, and pedestrian and bike ways, including related storm drainage facilities and improvements, signalization, pedestrian warning devices, signage, markings, video roadside cameras, and other traffic and signal controls, street lighting, pedestrian lighting, landscaping, streetscape and median improvements, railroad crossing quiet zones and the related acquisition of land; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$724,650,750 is the estimated amount of repayment, including principal and interest, based on current market conditions?

**CITY OF DALLAS - PROPOSITION B**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$261,807,000 for the purpose of providing funds for permanent public improvements; to-wit: planning, designing, constructing, improving, renovating, repairing, replacing, expanding and equipping park and recreation facilities and the acquisition of land therefor; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance, and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$355,610,250 is the estimated amount of repayment, including principal and interest, based on current market conditions?

**CITY OF DALLAS - PROPOSITION C**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$50,000,000 for the purpose of providing funds for permanent public improvements; to-wit: planning, designing, constructing, renovating, repairing, replacing, improving, expanding, and equipping facilities at Fair Park, including open space and recreation facilities, and; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance, and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$67,781,500 is the estimated amount of repayment, including principal and interest, based on current market conditions?

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**CITY OF DALLAS - PROPOSITION D**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$48,750,000 for the purpose of providing funds for permanent public improvements; to-wit: planning, designing, constructing, improving, renovating, repairing, replacing, and expanding flood protection and storm drainage facilities and improvements, erosion control, including necessary and appropriate relocation of utilities and the acquisition of land related thereto; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance, and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$66,088,750 is the estimated amount of repayment, including principal and interest, based on current market conditions?

**CITY OF DALLAS - PROPOSITION E**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$15,589,000 for the purpose of providing funds for permanent public improvements; to-wit: planning, designing, constructing, renovating, repairing, replacing, improving, expanding and equipping library facilities and the acquisition of land therefor; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance, and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$21,124,500 is the estimated amount of repayment, including principal and interest, based on current market conditions?

**CITY OF DALLAS - PROPOSITION F**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$14,235,000 for the purpose of providing funds for permanent public improvements; to-wit: planning, designing, constructing, renovating, repairing, replacing, improving, expanding and equipping cultural and performing arts facilities and the acquisition of land therefor; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance, and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$19,294,500 is the estimated amount of repayment, including principal and interest, based on current market conditions?

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**CITY OF DALLAS - PROPOSITION G**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$32,081,000 for the purpose of providing funds for permanent public improvements; to-wit: planning, designing, constructing, renovating, repairing, replacing, improving, expanding and equipping public safety facilities, including police substations, fire stations, police and fire training and related facilities and the acquisition of land therefor; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance, and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$43,491,250 is the estimated amount of repayment, including principal and interest, based on current market conditions?

**CITY OF DALLAS - PROPOSITION H**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$18,157,000 for the purpose of providing funds for permanent public improvements; to-wit: renovating, repairing, improving, expanding and equipping City Hall and City service and administrative facilities, including repair, replacement, and improvement of roofs, mechanical, electrical, plumbing, air conditioning, heating and ventilation equipment and systems, and improvements required by the Americans with Disabilities Act and other applicable laws; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance, and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$24,608,750 is the estimated amount of repayment, including principal and interest, based on current market conditions?

**CITY OF DALLAS - PROPOSITION I**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$55,400,000 for the purpose of providing funds for promoting economic development throughout the city, through planning, designing, constructing, improving, extending and expanding public street, utility, and other infrastructure facilities, including the acquisition of land therefor, and through the city's programs for economic development and housing including the acquisition of improved and unimproved properties, the demolition of existing structures, making grants of bond proceeds and otherwise providing assistance for private commercial, industrial, retail, residential and mixed-use development, neighborhood revitalization projects, and mixed income development; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance, and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient

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to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$75,109,500 is the estimated amount of repayment, including principal and interest, based on current market conditions?

**CITY OF DALLAS - PROPOSITION J**

Shall the city council of the city of Dallas, Texas, be authorized to issue general obligation bonds of the city in the aggregate principal amount of \$20,000,000 for the purpose of providing funds for permanent public improvements; to-wit: planning, designing, constructing, renovating, repairing, replacing, improving, expanding, and equipping facilities to serve the homeless population in the city, including permanent, supportive and transitional housing; said bonds to mature serially over a period not to exceed twenty (20) years from their date, to be issued in such installments and sold at any price or prices and to bear interest at any rate or rates as shall be determined within the discretion of the city council under laws in effect at the time of issuance, and to provide for the payment of the principal and interest on said bonds by levying a tax sufficient to pay the annual interest on and to create a sinking fund sufficient to redeem said bonds as they become due; where \$27,115,750 is the estimated amount of repayment, including principal and interest, based on current market conditions?

SECTION 2. That, pursuant to Section 3.009 of the Texas Election Code, as amended, the following information is provided: the aggregate amount of the outstanding principal of the city's tax-supported debt obligations as of the beginning of the city's fiscal year, which is October 1, 2017, is \$1,632,595,997; that the aggregate amount of outstanding interest on such tax-supported debt obligations of the city as of the beginning of the city's fiscal year is \$1,007,772,469; and that city's ad valorem tax rate for the current fiscal year is 78.25¢ per \$100 valuation with 56.01¢ per \$100 valuation used for operating and maintenance costs incurred in the city's general fund and 22.24¢ per \$100 valuation used to pay principal and interest on the city's outstanding general obligation debt.

SECTION 3. The city covenants and agrees with the voters that with respect to Propositions A and B no bonds will be issued for the below-listed projects unless, until, and to the extent, the city has received private grants or donations for the projects listed below, which private grants or donations must be received by the city before the city orders the next bond election immediately subsequent to the November 7, 2017 bond election:

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Proposition A:

<b>Project</b>	<b>Bond authority</b>	<b>Private grants or donations</b>
UT Southwestern Medical District Urban Streetscape Initiative Phase I	\$7.5 million	\$7.5 million

Proposition B:

<b>Project</b>	<b>Bond authority</b>	<b>Private grants or donations</b>
Downtown Parks	\$35 million	\$35 million
Circuit Trail (the Loop)	\$10 million	\$10 million
Midtown Park	\$6 million	\$6 million
White Rock Stone Tables	\$.028 million	\$.028 million
Dallas Zoo	\$3.5 million	\$3.5 million
Dallas Arboretum	\$1 million	\$1 million
Flag Pole Hill Playground	\$.165 million	\$.165 million
Dallas Water Gardens	\$7.5 million	\$7.5 million
Klyde Warren Park	\$10 million	\$10 million

SECTION 4. That the city intends to issue the bonds authorized by the propositions, if approved, over a period of years in a manner and in accordance with a schedule to be determined by the city council based upon a number of factors, including, but not limited to, the then-current needs of the city, demographic changes, prevailing market conditions, assessed valuations in the city, the use of variable rate debt, and management of the city's short-term and long-term interest rate exposure. Market conditions, demographics, and assessed valuations vary based upon a number of factors beyond the city's control, and the use of variable rate debt involves periodic

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adjustments in interest rates that vary based on market conditions and contractual obligations. Market conditions are calculated as they existed on or about the date of this ordinance's passage. Therefore, the city cannot, and does not, guarantee a particular interest rate or tax rate associated with the bonds authorized by the propositions. As such, the information contained in this ordinance is provided solely for illustrative purposes and does not establish any limitations or restrictions or create a contract with the voters. The city currently estimates that, if the propositions are approved and the bonds proposed herein are authorized and issued in accordance with the city's current project plan of finance, the maximum interest rate of the bonds is not expected to exceed 5.00%.

SECTION 5. That electronic and computerized voting systems must be used for voting on the bond election date in compliance with the Texas Election Code, as amended, and the vote must be upon an official ballot submitting the propositions in substantially the following form, so as to permit voters to vote "FOR" or "AGAINST" the propositions:

**CITY OF DALLAS - PROPOSITION A**

THE ISSUANCE OF \$533,981,000 GENERAL OBLIGATION BONDS FOR STREET AND TRANSPORTATION IMPROVEMENTS, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$724,650,750.

**CITY OF DALLAS - PROPOSITION B**

THE ISSUANCE OF \$261,807,000 GENERAL OBLIGATION BONDS FOR PARKS AND RECREATION FACILITIES AND IMPROVEMENTS, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$355,610,250.

**CITY OF DALLAS - PROPOSITION C**

THE ISSUANCE OF \$50,000,000 GENERAL OBLIGATION BONDS FOR FAIR PARK IMPROVEMENTS, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$67,781,500.

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**CITY OF DALLAS - PROPOSITION D**

THE ISSUANCE OF \$48,750,000 GENERAL OBLIGATION BONDS FOR FLOOD PROTECTION AND STORM DRAINAGE IMPROVEMENTS, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$66,088,750.

**CITY OF DALLAS - PROPOSITION E**

THE ISSUANCE OF \$15,589,000 GENERAL OBLIGATION BONDS FOR LIBRARY FACILITIES AND IMPROVEMENTS, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$21,124,500.

**CITY OF DALLAS - PROPOSITION F**

THE ISSUANCE OF \$14,235,000 GENERAL OBLIGATION BONDS FOR CULTURAL AND PERFORMING ARTS FACILITIES AND IMPROVEMENTS, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$19,294,500.

**CITY OF DALLAS - PROPOSITION G**

THE ISSUANCE OF \$32,081,000 GENERAL OBLIGATION BONDS FOR PUBLIC SAFETY FACILITIES AND IMPROVEMENTS, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$43,491,250.

**CITY OF DALLAS - PROPOSITION H**

THE ISSUANCE OF \$18,157,000 GENERAL OBLIGATION BONDS FOR REPAIRS AND IMPROVEMENTS TO CITY HALL AND TO VARIOUS CITY SERVICE AND ADMINISTRATIVE FACILITIES, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$24,608,750.

**CITY OF DALLAS - PROPOSITION I**

THE ISSUANCE OF \$55,400,000 GENERAL OBLIGATION BONDS FOR FUNDING THE CITY'S ECONOMIC DEVELOPMENT PROGRAM, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$75,109,500.

**CITY OF DALLAS - PROPOSITION J**

THE ISSUANCE OF \$20,000,000 GENERAL OBLIGATION BONDS FOR PERMANENT, SUPPORTIVE AND TRANSITIONAL HOUSING FACILITIES FOR THE

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HOMELESS, THE ESTIMATED AMOUNT OF REPAYMENT, INCLUDING PRINCIPAL AND INTEREST BASED ON CURRENT MARKET CONDITIONS BEING \$27,115,750.

SECTION 6. That the manner of conducting the bond election must be in accordance with the ordinances and charter of the city of Dallas and the laws of the State of Texas applicable to bond elections. The official ballots, together with other election materials required by the Texas Election Code, as amended, must be printed in both English and Spanish and contain all provisions, markings, and language, as may be required by law.

SECTION 7. That the boundaries of the election precincts in which the election is to be held are defined by Ordinance No. 20231, as amended by Ordinance Nos. 20741, 21350, 21579, 22343, 22693, 23348, 24800, 25696, 27484, 28147, 28937, and 29375. Locations of the polling places in the respective election precincts are as designated in **Exhibit A**, attached to this ordinance, but which may be changed by the counties listed below, and which changes, if any, are hereby made part of this ordinance by reference and can be found by contacting the following counties or by visiting the following webpages:

Collin County Elections Department  
2010 Redbud Boulevard, McKinney, Texas 75069  
Tel: (972) 424-1460 ext.1990 (Metro)  
Webpage: [http://collincountytexas.gov/elections/election\\_information/  
Pages/default.aspx](http://collincountytexas.gov/elections/election_information/Pages/default.aspx)

Dallas County Elections Department  
2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207  
Tel: (214) 819-6389  
Webpage: [http://www.dallascountytexas.gov/election-day-information/  
upcoming-election-information/](http://www.dallascountytexas.gov/election-day-information/upcoming-election-information/)

Denton County Elections Department  
701 Kimberly Drive, Suite A101, Denton, Texas 76208  
Tel: (940) 349-3200  
Webpage: <http://www.votedenton.com/upcoming-election-information>

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SECTION 8. That each voter must vote in the precinct in which the voter resides, and only resident qualified voters are entitled to vote.

SECTION 9. That a person qualified to vote and residing in the city of Dallas, but not within any precinct described in Ordinance No. 20231, as amended by Ordinance Nos. 20741, 21350, 21579, 22343, 22693, 23348, 24800, 25696, 27484, 28147, 28937, and 29375, may vote in the precinct nearest the person's residence, and for that purpose the person's residence will be considered as part of that city election precinct. A person who has registered in a city election precinct, but whose residence is not in the city of Dallas, is not entitled to vote in the election even though the person may own property subject to taxation in the city.

SECTION 10. That early voting by personal appearance will be by the use of an electronic voting system in accordance with the Texas Election Code, as amended. Early voting by mail will be by the use of a computerized voting system in accordance with the Texas Election Code, as amended. Early voting will be conducted at the locations and during the dates and times in the respective election precincts as designated in **Exhibit B**, attached to this ordinance, but which may be changed by the counties listed below, and which changes, if any, are hereby made part of this ordinance by reference and can be found by contacting the following counties or by visiting the following webpages:

Collin County Elections Department  
2010 Redbud Boulevard, McKinney, Texas 75069  
Tel: (972) 424-1460 ext.1990 (Metro)  
Webpage: [http://collincountytexas.gov/elections/election\\_information/  
Pages/default.aspx](http://collincountytexas.gov/elections/election_information/Pages/default.aspx)

Dallas County Elections Department  
2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207  
Tel: (214) 819-6389  
Webpage: [http://www.dallascountyvotes.org/election-day-information/  
upcoming-election-information/](http://www.dallascountyvotes.org/election-day-information/upcoming-election-information/)

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Denton County Elections Department  
701 Kimberly Drive, Suite A101, Denton, Texas 76208  
Tel: (940) 349-3200  
Webpage: <http://www.votedenton.com/upcoming-election-information>

SECTION 11. That applications for early voting ballots to be voted by mail must be mailed to the following:

Collin County:  
Early Voting Collin County Elections Administration Office  
2010 Redbud Boulevard, Suite 102  
McKinney, Texas 75069

Dallas County:  
Early Voting Clerk, Dallas County Elections Department  
2377 N. Stemmons Freeway, Suite 820  
Dallas, TX 75207

Denton County:  
Early Voting Clerk, Denton County Elections Administration Office  
P.O. Box 1720  
Denton, Texas 76202

Applications for early voting ballots by mail must be received no later than the close of business on Friday, October 27, 2017.

SECTION 12. That applications for early voting ballots to be voted by mail may, pursuant to Section 84.007 of the Texas Election Code, be sent to the following email addresses:

Collin County: [absenteemailballoting@collincountytx.gov](mailto:absenteemailballoting@collincountytx.gov)  
Dallas County: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)  
Denton County: [elections@dentoncounty.com](mailto:elections@dentoncounty.com)

SECTION 13. That the early voting ballots will be processed by an early voting ballot board to be created in accordance with the Texas Election Code, as amended.

SECTION 14. That the mayor or, in the mayor's absence or inability to act, the mayor *pro tem*, shall give notice of the bond election by causing the notice to be published in a newspaper

within the city and posted on the city's public meeting bulletin board in accordance with applicable state law.

SECTION 15. That the mayor, the city manager, and the city secretary, in consultation with the city attorney, are hereby jointly and severally authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Elections Code and the Federal Voting Rights Act in carrying out and conducting the election, whether or not expressly authorized in this ordinance.

SECTION 16. That this ordinance will take effect immediately from and after its passage and publication in accordance with the provisions of the Dallas City Charter, and it is accordingly so ordained.

APPROVED AS TO FORM:

LARRY E. CASTO, City Attorney

By Chhy O'Hean  
Assistant City Attorney

AUG 9 2017

Passed \_\_\_\_\_



## PROOF OF PUBLICATION – LEGAL ADVERTISING

The legal advertisement required for the noted ordinance was published in the Dallas Morning News, the official newspaper of the city, as required by law, and the Dallas City Charter, Chapter XVIII, Section 7.

DATE ADOPTED BY CITY COUNCIL AUG 9 2017

ORDINANCE NUMBER 30554

DATE PUBLISHED AUG 12 2017

ATTESTED BY:

A handwritten signature in cursive script, appearing to read "Rose C. Lopez".

8/9/17

ORDENANZA NÚM. 30554

Una ordenanza que ordena la realización de una elección de bonos en la ciudad de Dallas el 7 de noviembre de 2017, con el propósito de autorizar bonos de obligación general; establece la forma de la boleta de votación; designa los lugares de votación; estipula el uso de un sistema de votación electrónica para la votación anticipada en persona, un sistema de votación computarizada para la votación anticipada por correo y sistemas de votación electrónica y computarizada para la votación el día de la elección; permite que solo voten los votantes calificados residentes; contempla la votación anticipada; estipula que un consejo de boletas de votación anticipada procese los votos anticipados; establece el aviso de la elección; y proporciona una fecha de entrada en vigencia.

EN VISTA DE QUE, el consejo municipal de la ciudad de Dallas ha determinado que es aconsejable convocar a una elección a fin de presentar proposiciones sobre la emisión de bonos de obligación general de la ciudad con los propósitos establecidos en las proporciones a continuación; y

EN VISTA DE QUE, el consejo municipal halla y declara que la asamblea en que esta ordenanza es considerada está abierta al público, como lo exige la ley, y que se dio aviso público de la hora, el lugar y el propósito de la asamblea, según es requerido por el Capítulo 551 del Código de Gobierno de Texas, como enmendado; Ahora, por lo tanto,

EL CONSEJO MUNICIPAL DE LA CIUDAD DE DALLAS ORDENA:

SECCIÓN 1. Se ordena que una elección de bonos sea celebrada el sábado 7 de noviembre de 2017 en la ciudad de Dallas, en el horario de 7:00 a.m. a 7:00 p.m., cuya fecha es no menor de setenta y ocho (78) días ni tampoco mayor de noventa (90) días de la fecha de entrada

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en vigencia de esta ordenanza, y cuya elección tiene el fin de autorizar bonos de obligación general.

En la elección se presentarán las siguientes proposiciones a los votantes calificados de la ciudad:

### **CIUDAD DE DALLAS: PROPOSICIÓN A**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$533,981,000 con el propósito de proveer fondos para mejoras públicas permanentes, a saber: la planificación, diseño, construcción, reconstrucción, mejoramiento, extensión, reconfiguración y ampliación de calles, estacionamientos fuera de la calle, elementos de circulación, carreteras, autopistas, intersecciones, callejones, aceras, puentes y vías de peatones y bicicletas, incluyendo las mejoras e instalaciones de drenaje de agua de tormenta relacionadas, señalización, dispositivos de advertencia a peatones, señales, marcas, cámaras de video al lado de carreteras y otros controles de señales y tráfico, iluminación de calles, iluminación peatonal, mejoras de jardines, paisaje urbano y de medianeras, zonas silenciosas de cruce de ferrocarril y la adquisición relacionada de tierras; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a emitirse en ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$724,650,750 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

### **CIUDAD DE DALLAS: PROPOSICIÓN B**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$261,807,000 con el propósito de proveer fondos para mejoras públicas permanentes, a saber: la planificación, diseño, construcción, mejoramiento, renovación, reparación, reemplazo, ampliación y equipamiento de instalaciones de recreación y parques y la adquisición de tierras para lo anterior; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a emitirse en ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$355,610,250 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

### **CIUDAD DE DALLAS: PROPOSICIÓN C**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$50,000,000 con el propósito de proveer fondos para mejoras públicas permanentes, a saber: la planificación, diseño, construcción, renovación, reparación, reemplazo, mejora, ampliación y equipamiento de instalaciones en Fair Park, incluidos espacios abiertos e instalaciones recreativas y; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a emitirse en

ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$67,781,500 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

#### **CIUDAD DE DALLAS: PROPOSICIÓN D**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$48,750,000 con el propósito de proveer fondos para mejoras públicas permanentes, a saber: la planificación, diseño, construcción, mejoramiento, renovación, reparación, reemplazo y ampliación de las instalaciones y mejoras de protección contra inundaciones y de drenaje de agua de tormenta y, control de la erosión, incluyendo la reubicación necesaria y correspondiente de los servicios públicos y la adquisición de tierras para lo anterior; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a emitirse en ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$66,088,750 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

#### **CIUDAD DE DALLAS: PROPOSICIÓN E**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$15,589,000 con el propósito de proveer fondos para mejoras públicas permanentes, a saber: la planificación, diseño, construcción, renovación, reparación, reemplazo, mejora, ampliación y equipamiento de instalaciones de bibliotecas y la adquisición de tierras para lo anterior; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a emitirse en ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$21,124,500 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

#### **CIUDAD DE DALLAS: PROPOSICIÓN F**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$14,235,000 con el propósito de proveer fondos para mejoras públicas permanentes, a saber: la planificación, diseño, construcción, renovación, reparación, reemplazo, mejora, ampliación y equipamiento de instalaciones culturales y de artes dramáticas y la adquisición de tierras para lo anterior; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a

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emitirse en ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$19,294,500 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

### **CIUDAD DE DALLAS: PROPOSICIÓN G**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$32,081,000 con el propósito de proveer fondos para mejoras públicas permanentes, a saber: la planificación, diseño, construcción, renovación, reparación, reemplazo, mejora, ampliación y equipamiento de instalaciones de seguridad pública, incluyendo subestaciones de policía, estaciones de bomberos, entrenamiento para policías y bomberos y la adquisición relacionada de tierras para lo anterior; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a emitirse en ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$43,491,250 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

### **CIUDAD DE DALLAS: PROPOSICIÓN H**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$18,157,000 con el propósito de proveer fondos para mejoras públicas permanentes, a saber: la renovación, reparación, mejoramiento, ampliación y equipamiento del City Hall y de las instalaciones administrativas y de servicio de la ciudad, incluyendo la reparación, reemplazo y mejora de techos, equipos y sistemas mecánicos, eléctricos, de fontanería, de aire acondicionado, calefacción y ventilación y mejoras necesarias según la Ley de Estadounidenses con Discapacidades y otras leyes aplicables; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a emitirse en ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$24,608,750 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

### **CIUDAD DE DALLAS: PROPOSICIÓN I**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$55,400,000 con el

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propósito de proveer fondos para fomentar el desarrollo económico en toda la ciudad a través de la planificación, diseño, construcción, mejoramiento, ampliación y expansión de instalaciones de calles públicas, servicios públicos y otra infraestructura, incluyendo la adquisición de tierras para lo anterior, y a través de los programas de la ciudad para el desarrollo económico y viviendas, incluyendo la adquisición de propiedades mejoradas y no mejoradas, la demolición de estructuras existentes, otorgación de subsidios de los fondos del bono y proporcionar otro tipo de asistencia para el desarrollo privado comercial, industrial, minorista, residencial y de uso mixto, proyectos de revitalización del vecindario y desarrollo de ingresos mixtos; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a emitirse en ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$75,109,500 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

### **CIUDAD DE DALLAS: PROPOSICIÓN J**

¿Deberá otorgarse autorización al consejo municipal de la ciudad de Dallas, Texas, a emitir bonos de obligación general de la ciudad por la cantidad total de capital de \$20,000,000 con el propósito de proveer fondos para mejoras públicas permanentes, a saber: la planificación, diseño, construcción, renovación, reparación, reemplazo, mejora, ampliación y equipamiento de instalaciones para asistir a la población sin hogar de la ciudad, incluyendo alojamiento permanente, de apoyo y de transición; dichos bonos para madurar en serie por un período que no supere los veinte (20) años de su fecha, a emitirse en ciertos plazos y venderse a cierto precio o precios y a devenir interés a cierta tasa o tasas como lo determine el criterio del consejo municipal bajo las leyes vigentes en el momento de emisión y a disponer el pago del capital y del interés de dichos bonos mediante la imposición de un impuesto suficiente para pagar el interés anual y crear un fondo de amortización suficiente para redimir dichos bonos en el momento de su vencimiento; donde \$27,115,750 es la cantidad estimada de devolución, que incluye el capital y los intereses, según las condiciones actuales del mercado?

SECCIÓN 2. Que, en virtud de la Sección 3.009 del Código Electoral de Texas, como enmendado, se proporciona la siguiente información: la cantidad total del capital pendiente de las obligaciones de deuda respaldada con impuestos de la ciudad al comienzo del año fiscal de la ciudad, que es el 1 de octubre de 2017, es de \$1,632,595,997; que la cantidad total del interés pendiente de esas obligaciones de deuda respaldada con impuestos de la ciudad al comienzo del año fiscal actual es \$1,007,772,469; y que la tasa de interés ad valorem de la ciudad para el año fiscal actual es de 78.25¢ por cada \$100 de tasación, donde 56.01¢ por cada \$100 de tasación se utilizan para los costos operativos y de mantenimiento incurridos en el fondo general de la ciudad

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y 22.24¢ por cada \$100 de tasación se utilizan para pagar el capital y los intereses de la deuda de obligación general pendiente de la ciudad.

SECCIÓN 3. La ciudad pacta y acuerda con los votantes que respecto a las Propositiones A y B, no se emitirán bonos algunos para los proyectos enumerados abajo a menos que, hasta que, y en la medida en que la ciudad haya recibido subvenciones o donaciones privadas para los proyectos enumerados abajo, subvenciones o donaciones privadas que deben ser recibidas por la ciudad antes de que la ciudad ordene la próxima elección de bonos inmediatamente posterior a la elección de bonos del 7 de noviembre de 2017:

Proposición A:

<b>Proyecto</b>	<b>Autoridad de Bonos</b>	<b>Subvenciones privadas o donaciones</b>
Fase 1 de la iniciativa UT Southwestern Medical District Urban Streetscape	\$7.5 millones	\$7.5 millones

Proposición B:

<b>Proyecto</b>	<b>Autoridad de Bonos</b>	<b>Subvenciones privadas o donaciones</b>
Parques en el centro de la ciudad	\$35 millones	\$35 millones
Circuit Trail (el Loop)	\$10 millones	\$10 millones
Midtown Park	\$6 millones	\$6 millones
White Rock Stone Tables	\$0.028 millones	\$0.028 millones
Dallas Zoo	\$3.5 millones	\$3.5 millones
Dallas Arboretum	\$1 millón	\$1 millón
Flag Pole Hill Playground	\$0.165 millones	\$0.165 millones
Dallas Water Gardens	\$7.5 millones	\$7.5 millones
Klyde Warren Park	\$10 millones	\$10 millones

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SECCIÓN 4. Que la Ciudad tiene la intención de emitir los bonos autorizados por las proposiciones, si se aprueban, en el curso de un período de años en la forma y de acuerdo con el cronograma que determine el consejo municipal con base en varios factores, incluidos, entre otros, las necesidades actuales de la ciudad, cambios demográficos, condiciones prevalecientes del mercado, valores de tasación en la ciudad, el uso de deuda de tasa variable y la administración de la exposición de corto y largo plazo a las tasas de interés de la ciudad. Las condiciones del mercado, los índices demográficos y los valores de tasación varían dependiendo de un número de factores fuera del control de la ciudad y el uso de deuda de tasa variable implica ajustes periódicos en las tasas de intereses que varían según las condiciones del mercado y las obligaciones contractuales. Las condiciones del mercado son calculadas de acuerdo éstas eran en la fecha o cerca de la fecha de la aprobación de esta ordenanza. Por lo tanto, la ciudad no puede garantizar, y no lo hace, una tasa de interés o tasa de impuesto particular asociada con los bonos autorizados por las proposiciones. De tal forma, la información contenida en esta ordenanza se proporciona solamente con fines ilustrativos y no establece limitación ni restricción alguna ni crea un contrato con los votantes. Actualmente la ciudad estima que si las proposiciones fueran aprobadas y los bonos propuestos en el presente fueran autorizados y emitidos de acuerdo con el proyecto de plan de finanzas actual de la ciudad, se espera que la tasa de interés máxima sobre los bonos de impuestos ilimitados no supere el 5.00%.

SECCIÓN 5. Que se deben utilizar sistemas de votación electrónica y computarizada para la votación que se realizará el día de la elección del bono de conformidad con el Código Electoral de Texas, como enmendado, y el voto debe hacerse en una boleta oficial que presente las

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proposiciones sustancialmente de la siguiente forma, para permitir que los votantes voten “A FAVOR” o “EN CONTRA” de las proposiciones:

**CIUDAD DE DALLAS - PROPOSICIÓN A**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$533,981,000 PARA MEJORAS DE CALLES Y TRANSPORTE, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$724,650,750.

**CIUDAD DE DALLAS - PROPOSICIÓN B**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$261,807,000 PARA MEJORAS E INSTALACIONES DE RECREACIÓN Y PARQUES, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$355,610,250.

**CIUDAD DE DALLAS - PROPOSICIÓN C**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$50,000,000 PARA MEJORAS EN FAIR PARK, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$67,781,500.

**CIUDAD DE DALLAS - PROPOSICIÓN D**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$48,750,000 PARA MEJORAS DE DRENAJE DE AGUA DE TORMENTA Y PROTECCIÓN CONTRA INUNDACIONES, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$66,088,750.

**CIUDAD DE DALLAS - PROPOSICIÓN E**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$15,589,000 PARA MEJORAS E INSTALACIONES DE BIBLIOTECA, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$21,124,500.

**CIUDAD DE DALLAS - PROPOSICIÓN F**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$14,235,000 PARA MEJORAS E INSTALACIONES CULTURALES Y DE ARTES DRAMÁTICAS, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$19,294,500.

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**CIUDAD DE DALLAS - PROPOSICIÓN G**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$32,081,000 PARA MEJORAS E INSTALACIONES DE SEGURIDAD PÚBLICA, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$43,491,250.

**CIUDAD DE DALLAS - PROPOSICIÓN H**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$18,157,000 PARA REPARACIONES Y MEJORAS AL CITY HALL Y A DIVERSAS INSTALACIONES ADMINISTRATIVAS Y DE SERVICIO DE LA CIUDAD, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$24,608,750.

**CIUDAD DE DALLAS - PROPOSICIÓN I**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$55,400,000 PARA FINANCIAR EL PROGRAMA DE DESARROLLO ECONÓMICO DE LA CIUDAD, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$75,109,500.

**CIUDAD DE DALLAS - PROPOSICIÓN J**

LA EMISIÓN DE BONOS DE OBLIGACIÓN GENERAL DE \$20,000,000 PARA INSTALACIONES DE ALOJAMIENTO PERMANENTE, DE APOYO Y DE TRANSICIÓN PARA LAS PERSONAS SIN HOGAR, DONDE LA CANTIDAD ESTIMADA DE DEVOLUCIÓN, INCLUYENDO EL CAPITAL Y LOS INTERESES SEGÚN LAS CONDICIONES ACTUALES DEL MERCADO, SEA DE \$27,115,750.

SECCIÓN 6. Que el modo de realización de la elección del bono debe ser de conformidad con las ordenanzas y la carta orgánica de la ciudad de Dallas y las leyes del Estado de Texas aplicables a las elecciones de bonos. Las boletas de votación oficiales, junto con los demás materiales para la elección que requiere el Código Electoral de Texas, como enmendado, deben imprimirse en inglés y en español y contener todas las disposiciones, las marcas y el lenguaje que exija la ley.

SECCIÓN 7. Que los límites de los precintos de votación en los cuales se debe realizar la elección se definen en la Ordenanza Nro. 20231, enmendada por las Ordenanzas Nro. 20741, 21350, 21579, 22343, 22693, 23348, 24800, 25696, 27484, 28147, 28937 y 29375. Las

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ubicaciones de los lugares de votación en los respectivos precintos de votación se designan en el **Anexo A**, adjunto a esta ordenanza, pero los condados enumerados a continuación podrían modificarlas. Esas modificaciones, si las hubiera, se incorporan por la presente a esta ordenanza por referencia y se pueden consultar por medio de los siguientes contactos de los condados o en las siguientes páginas web:

Collin County Elections Department  
2010 Redbud Boulevard, McKinney, Texas 75069  
Tel: (972) 424-1460 ext. 1990 (Área metropolitana)  
Página web: [http://collincountytx.gov/elections/election\\_information/Pages/default.aspx](http://collincountytx.gov/elections/election_information/Pages/default.aspx)

Dallas County Elections Department  
2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207  
Tel: (214) 819-6389  
Página web: <http://www.dallascountyvotes.org/election-day-information/upcoming-election-information/>

Denton County Elections Department  
701 Kimberly Drive, Suite A101, Denton, Texas 76208  
Tel: (940) 349-3200  
Página web: <http://www.votedenton.com/upcoming-election-information>

SECCIÓN 8. Que cada votante debe votar en el precinto en el cual reside y que solo los votantes calificados residentes tienen derecho a votar.

SECCIÓN 9. Que una persona calificada para votar y que resida en la ciudad de Dallas, pero no esté dentro de ninguno de los precintos descritos en la Ordenanza Nro. 20231, enmendada por las Ordenanzas Nro. 20741, 21350, 21579, 22343, 22693, 23348, 24800, 25696, 27484, 28147, 28937 y 29375, podrá votar en el precinto más cercano a la residencia de la persona, y que para ese fin se considerará que la residencia de la persona es parte de ese precinto electoral de la ciudad. Una persona que se ha registrado en un precinto electoral de la ciudad, pero cuya residencia no sea

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en la ciudad de Dallas, no tendrá derecho a votar en la elección aunque la persona tenga una propiedad gravada por impuestos en la ciudad.

SECCIÓN 10. Que la votación anticipada en persona se realizará por medio del uso de un sistema de votación electrónica de conformidad con el Código Electoral de Texas, como enmendado. La votación anticipada por correo se realizará por medio del uso de un sistema de votación computarizada de conformidad con el Código Electoral de Texas, como enmendado. La votación anticipada se llevará a cabo en los lugares y durante las fechas y los horarios en los respectivos precintos de votación se designan en el **Anexo B**, adjunto a esta ordenanza, pero los condados enumerados a continuación podrían modificarlas. Esas modificaciones, si las hubiera, se incorporan por la presente a esta ordenanza por referencia y se pueden consultar por medio de los siguientes contactos de los condados o en las siguientes páginas web:

Collin County Elections Department  
2010 Redbud Boulevard, McKinney, Texas 75069  
Tel: (972) 424-1460 ext. 1990 (Área metropolitana)  
Página web: [http://collincountytx.gov/elections/election\\_information/Pages/default.aspx](http://collincountytx.gov/elections/election_information/Pages/default.aspx)

Dallas County Elections Department  
2377 N. Stemmons Freeway, Suite 820, Dallas, Texas 75207  
Tel: (214) 819-6389  
Página web: <http://www.dallascountyvotes.org/election-day-information/upcoming-election-information/>

Denton County Elections Department  
701 Kimberly Drive, Suite A101, Denton, Texas 76208  
Tel: (940) 349-3200  
Página web: <http://www.votedenton.com/upcoming-election-information>

SECCIÓN 11. Que las solicitudes de las boletas de votación anticipada por correo deben enviarse por correo a las siguientes direcciones:

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Condado de Collin:

Early Voting Collin County Elections Administration Office  
2010 Redbud Boulevard, Suite 102  
McKinney, Texas 75069

Condado de Dallas:

Early Voting Clerk, Dallas County Elections Department  
2377 N. Stemmons Freeway, Suite 820  
Dallas, TX 75207

Condado de Denton:

Early Voting Clerk, Denton County Elections Administration Office  
P.O. Box 1720  
Denton, Texas 76202

Las solicitudes de boletas de votación anticipada por correo deben ser recibidas a más tardar al cierre del horario de oficina del viernes 27 de octubre de 2017.

SECCIÓN 12. Que las solicitudes de las boletas de votación anticipada por correo pueden enviarse, de conformidad con la Sección 84.007 del Código Electoral de Texas, a las siguientes direcciones de correo electrónico:

Condado de Collin: [absenteemailballoting@collincountytexas.gov](mailto:absenteemailballoting@collincountytexas.gov)

Condado de Dallas: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

Condado de Denton: [elections@dentoncounty.com](mailto:elections@dentoncounty.com)

SECCIÓN 13. Que las boletas de votación anticipada serán procesadas por un consejo de boletas de votación anticipada que se creará conforme al Código Electoral de Texas, como enmendado.

SECCIÓN 14. Que el alcalde o, ante la ausencia o incapacidad de actuar del alcalde, el alcalde interino, deberá dar aviso de la elección del bono procurando que se publique un aviso en un periódico de la ciudad y en el tablero de anuncios de reuniones públicas de la ciudad de conformidad con las leyes estatales aplicables.

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SECCIÓN 15. Que por el presente se autoriza e instruye de forma conjunta y separada al alcalde, al administrador de la ciudad y a la secretaria de la ciudad, con el asesoramiento del abogado de la ciudad, a realizar toda acción necesaria para cumplir con las disposiciones del Código Electoral de Texas y la Ley Federal de Derechos de Votación para la celebración y realización de la Elección, ya sea que esté expresamente autorizada en esta ordenanza o no.

SECCIÓN 16. Que esta ordenanza entrará en vigencia inmediatamente a partir de su aprobación y publicación de conformidad con las disposiciones de la Carta Orgánica de la Ciudad de Dallas y, por lo tanto, se ordena.

APROBADA EN CUANTO A SU LEGALIDAD:

LARRY E. CASTO, Abogado de la Ciudad

Por  \_\_\_\_\_  
Abogado Asistente de la Ciudad

Aprobado           AUG ' 9 2017



## PROOF OF PUBLICATION – LEGAL ADVERTISING

The legal advertisement required for the noted ordinance was published in the Dallas Morning News, the official newspaper of the city, as required by law, and the Dallas City Charter, Chapter XVIII, Section 7.

DATE ADOPTED BY CITY COUNCIL AUG 9 2017

ORDINANCE NUMBER 30554

DATE PUBLISHED AUG 12 2017

ATTESTED BY:

A handwritten signature in cursive script, appearing to read "Rose C. Liss".

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**EXHIBIT A**

**ELECTION DAY POLLING LOCATIONS**

**DALLAS, COLLIN AND DENTON COUNTIES**

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# ELECTION DAY POLLING LOCATIONS

## DALLAS COUNTY

DALLAS COUNTY  
DISTRICT 1 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
<b>District DA01</b>				
3032	1,242	DALLAS	DA01	Hector P Garcia Middle School -DJSD 700 E 8th St Dallas 75203
3084	1,147	DALLAS	DA01	Hector P Garcia Middle School -DJSD 700 E 8th St Dallas 75203
3094	1	DALLAS	DA01	Hector P Garcia Middle School -DJSD 700 E 8th St Dallas 75203
4035	1,112	DALLAS	DA01	Academy of Dallas School 2324 S Vernon Ave Dallas 75224
4036	28	DALLAS	DA01	The Union Church 3410 S Polk St Dallas 75224
4056	248	DALLAS	DA01	Palabra De Vida 2550 W Illinois Ave Dallas 75233
4061	2,318	DALLAS	DA01	Mountain View Church of Christ 4111 W Illinois Ave Dallas 75211
4062	1,863	DALLAS	DA01	Lelia P Cowart Elem School 1515 S Ravinia Dr Dallas 75211
4063	2,665	DALLAS	DA01	Elmwood-El Buen Samaritano Un Meth 1220 Newport Ave Dallas 75224
4066	182	DALLAS	DA01	Anson Jones Elem School 3901 Meredith Ave Dallas 75211
4067	1,911	DALLAS	DA01	George Peabody Elem School 3101 Raydell Pl Dallas 75211
4068	1,854	DALLAS	DA01	Lida Hooe Elem School 2419 Gladstone Dr Dallas 75211
4069	2,814	DALLAS	DA01	Winnetka Elem School 1151 S Edgefield Ave Dallas 75208
4070	1,579	DALLAS	DA01	John Peeler Elem School 810 S Llewellyn Ave Dallas 75208
4071	313	DALLAS	DA01	Dallas County Sub-Courthouse 410 S Beckley Ave Dallas 75203
4073	1,425	DALLAS	DA01	Preparing The Way Ministries 2442 W Jefferson Blvd Dallas 75211
4074	2,601	DALLAS	DA01	Sunset High School- Annex Bldg 2021 W Tenth St Dallas 75208
4075	1,032	DALLAS	DA01	John H Reagan Elem School 201 N Adams Ave Dallas 75208
4076	1,898	DALLAS	DA01	Steven Park Elem School 2615 W Colorado Blvd Dallas 75211
4077	816	DALLAS	DA01	Rosemont Elem School 719 N Montclair Ave Dallas 75208
4078	1,349	DALLAS	DA01	Kidd Springs Rec Center 711 W Canty St Dallas 75208
4079	3,922	DALLAS	DA01	Kessler Park United Methodist 1215 Turner Ave Dallas 75208
4080	639	DALLAS	DA01	Kidd Springs Rec Center 711 W Canty St Dallas 75208
4113	384	DALLAS	DA01	Mountain View Church of Christ 4111 W Illinois Ave Dallas 75211
4114	1,676	DALLAS	DA01	Lelia P Cowart Elem School 1515 S Ravinia Dr Dallas 75211

DALLAS COUNTY  
 DISTRICT 1 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
4115	244	DALLAS	DA01	Kidd Springs Rec Center 711 W Canty St Dallas 75208
4300	19	DALLAS	DA01	Cockrell Hill City Hall 4125 W Clarendon Dr Dallas 75211

DALLAS COUNTY

DISTRICT 2 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

Exhibit F - Original Funding Agreement

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PCT	Voters	City	City Dist	Location
<b>District DA02</b>				
1014	2,373	DALLAS	DA02	Multiple Careers Magnet Ctr 4528 Rusk Ave Dallas 75204
1015	1,382	DALLAS	DA02	Multiple Careers Magnet Ctr 4528 Rusk Ave Dallas 75204
1069	45	DALLAS	DA02	Grace United Methodist Church 4105 Junius St Dallas 75246
1070	1,622	DALLAS	DA02	Grace United Methodist Church 4105 Junius St Dallas 75246
1073	1,564	DALLAS	DA02	Junius Heights Baptist Church 5429 Reiger Ave Dallas 75214
1074	1,382	DALLAS	DA02	Samuell Grand Rec Center 6200 East Grand Ave Dallas 75223
1075	1,168	DALLAS	DA02	Samuell Grand Rec Center 6200 East Grand Ave Dallas 75223
1112	563	DALLAS	DA02	St. Luke Comm Un. Meth Chur 5710 E R L Thornton Frwy Dallas 75223
1119	1,503	DALLAS	DA02	St. Luke Comm Un. Meth Chur 5710 E R L Thornton Frwy Dallas 75223
1120	1,079	DALLAS	DA02	JFK Learning Center 1802 Moser Ave Dallas 75206
1122	378	DALLAS	DA02	Grace United Methodist Church 4105 Junius St Dallas 75246
1130	1,450	DALLAS	DA02	Multiple Careers Magnet Ctr 4528 Rusk Ave Dallas 75204
1131	576	DALLAS	DA02	Grace United Methodist Church 4105 Junius St Dallas 75246
1132	47	DALLAS	DA02	Grace United Methodist Church 4105 Junius St Dallas 75246
3005	284	DALLAS	DA02	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
3006	626	DALLAS	DA02	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
3008	2,450	DALLAS	DA02	Dallas County Courthouse - Allen 600 Commerce St Dallas 75202
3010	6	DALLAS	DA02	Exall Recreation Center 1355 Adair St Dallas 75204
3011	1,344	DALLAS	DA02	St. Edwards Catholic Church 4033 Elm St Dallas 75226
3016	1,328	DALLAS	DA02	Bill J Priest Institute 1402 Corinth St Dallas 75215
3089	8	DALLAS	DA02	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
3090	1,334	DALLAS	DA02	St. Edwards Catholic Church 4033 Elm St Dallas 75226
4009	387	DALLAS	DA02	David Burnet Elem School 3200 Kinkaid Dr Dallas 75220
4010	64	DALLAS	DA02	Stephen Foster Elem School 3700 Clover Lane Dallas 75220
4011	716	DALLAS	DA02	Stephen Foster Elem School 3700 Clover Lane Dallas 75220

DALLAS COUNTY

DISTRICT 2 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
4015	1,684	DALLAS	DA02	North Park Community Corp. 4619 W University Blvd Dallas 75209
4016	1,721	DALLAS	DA02	K B Polk Center 6911 Victoria Ave Dallas 75209
4017	406	DALLAS	DA02	Maple Lawn Elem School 3120 Inwood Rd Dallas 75235
4018	362	DALLAS	DA02	Maple Lawn Elem School 3120 Inwood Rd Dallas 75235
4019	2,182	DALLAS	DA02	Arlington Park Rec Center 1505 Record Crossing Dallas 75235
4020	781	DALLAS	DA02	Maple Lawn Elem School 3120 Inwood Rd Dallas 75235
4021	3,734	DALLAS	DA02	Maple Lawn Elem School 3120 Inwood Rd Dallas 75235
4022	3,014	DALLAS	DA02	Esperanza Medrano Elem School 2221 Lucas Dr Dallas 75219
4023	4	DALLAS	DA02	Arlington Park Rec Center 1505 Record Crossing Dallas 75235
4032	2,404	DALLAS	DA02	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
4086	2,367	DALLAS	DA02	Grauwlyer Park Rec Center 7780 Harry Hines Blvd Dallas 75235
4087	173	DALLAS	DA02	Bachman Recreation Ctr 2750 Bachman Dr Dallas 75220
4088	438	DALLAS	DA02	Bachman Recreation Ctr 2750 Bachman Dr Dallas 75220
4100	25	DALLAS	DA02	Esperanza Medrano Elem School 2221 Lucas Dr Dallas 75219
4102	5	DALLAS	DA02	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
4103	126	DALLAS	DA02	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
4104	30	DALLAS	DA02	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
4105	8	DALLAS	DA02	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
4118	1	DALLAS	DA02	Grauwlyer Park Rec Center 7780 Harry Hines Blvd Dallas 75235
4119	2	DALLAS	DA02	Bachman Recreation Ctr 2750 Bachman Dr Dallas 75220
4120	194	DALLAS	DA02	Bachman Recreation Ctr 2750 Bachman Dr Dallas 75220

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DALLAS COUNTY  
 DISTRICT 3 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
<b>District DA03</b>				
3001	508	DALLAS	DA03	T W Browne Middle School 3333 Sprague Dr Dallas 75233
3002	1,321	DALLAS	DA03	T W Browne Middle School 3333 Sprague Dr Dallas 75233
3003	1,723	DALLAS	DA03	T W Browne Middle School 3333 Sprague Dr Dallas 75233
3004	1,829	DALLAS	DA03	Daniel Webster Elem School 3815 S Franklin St Dallas 75233
3050	223	DALLAS	DA03	H I Holland Elem School at Lisbon 4203 S Lancaster Rd Dallas 75216
3051	674	DALLAS	DA03	Fountain of Living Word Church 2543 E Ledbetter Dr Dallas 75216
3053	2,086	DALLAS	DA03	Thurgood Marshall Recreation Ctr 5150 Mark Trail Way Dallas 75232
3054	2,482	DALLAS	DA03	W M Hawley Atwell Academy 1303 Reynoldston Ln Dallas 75232
3055	2,215	DALLAS	DA03	Adelle Turner Elem School 5505 S Polk St Dallas 75232
3057	2,175	DALLAS	DA03	T G Terry Elem School 6661 Greenspan Ave Dallas 75232
3058	1,349	DALLAS	DA03	St Paul Lutheran Church 5725 S Marsalis Ave Dallas 75241
3059	1,280	DALLAS	DA03	St. Luke Presbyterian Church 5915 Singing Hills Dr Dallas 75241
3060	1,486	DALLAS	DA03	R L Thornton Elem School 6011 Old Ox Rd Dallas 75241
3063	525	DALLAS	DA03	Ronald E McNair Elem School 3150 Bainbridge Ave Dallas 75237
3077	2,977	DALLAS	DA03	Park In The Woods Rec Ctr 6801 Mountain Creek Pkwy Dallas 75249
3078	2,870	DALLAS	DA03	Park In The Woods Rec Ctr 6801 Mountain Creek Pkwy Dallas 75249
3088	43	DALLAS	DA03	Daniel Webster Elem School 3815 S Franklin St Dallas 75233
3092	1,680	DALLAS	DA03	Thurgood Marshall Recreation Ctr 5150 Mark Trail Way Dallas 75232
3098	189	DALLAS	DA03	H I Holland Elem School at Lisbon 4203 S Lancaster Rd Dallas 75216
4050	3,772	DALLAS	DA03	Mountain Creek Library 6102 Mountain Creek Pkwy Dallas 75249
4052	4,418	DALLAS	DA03	Bilhartz Elem School 6700 Wandt Dr Dallas 75236
4053	374	DALLAS	DA03	YWLA at Arnold Middle School 1204 E Marshall Dr Grand Prairie 75051
4054	435	DALLAS	DA03	Leslie Stemmons Elem School 2727 Knoxville St Dallas 75211
4055	2,531	DALLAS	DA03	Leslie Stemmons Elem School 2727 Knoxville St Dallas 75211
4056	2,317	DALLAS	DA03	Palabra De Vida 2550 W Illinois Ave Dallas 75233

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DALLAS COUNTY  
 DISTRICT 3 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
4059	353	DALLAS	DA03	Charley Taylor Rec Center 601 E Grand Prairie Rd Grand Prairie 75051
4060	1,181	DALLAS	DA03	Nancy Jane Cochran Elem School 6000 Keeneland Pkwy Dallas 75211
4065	68	DALLAS	DA03	Arcadia Park Elem School 1300 N Justin Ave Dallas 75211
4066	919	DALLAS	DA03	Anson Jones Elem School 3901 Meredith Ave Dallas 75211
4076	342	DALLAS	DA03	Steven Park Elem School 2615 W Colorado Blvd Dallas 75211
4090	80	DALLAS	DA03	Leslie Stemmons Elem School 2727 Knoxvillle St Dallas 75211
4093	100	DALLAS	DA03	Leslie Stemmons Elem School 2727 Knoxvillle St Dallas 75211
4111	282	DALLAS	DA03	Leslie Stemmons Elem School 2727 Knoxvillle St Dallas 75211
4112	202	DALLAS	DA03	Leslie Stemmons Elem School 2727 Knoxvillle St Dallas 75211
4113	1,570	DALLAS	DA03	Mountain View Church of Christ 4111 W Illinois Ave Dallas 75211

Exhibit F - Original Funding Agreement

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DALLAS COUNTY  
DISTRICT 4 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

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Exhibit F - Original Funding Agreement

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PCT	Voters	City	City Dist	Location
<b>District DA04</b>				
3033	496	DALLAS	DA04	Greater Mt Pleasant Baptist Church 1403 Morrell Ave Dallas 75203
3034	1,359	DALLAS	DA04	Greater Mt Pleasant Baptist Church 1403 Morrell Ave Dallas 75203
3035	1,515	DALLAS	DA04	F D Roosevelt High School 525 Bonnie View Dr Dallas 75203
3036	48	DALLAS	DA04	F D Roosevelt High School 525 Bonnie View Dr Dallas 75203
3037	394	DALLAS	DA04	The Way-Truth-Life Christian Church 1702 Denley Dr Dallas 75216
3038	856	DALLAS	DA04	The Way-Truth-Life Christian Church 1702 Denley Dr Dallas 75216
3039	2,214	DALLAS	DA04	Oliver W Holmes Middle School 2001 E Kiest Blvd Dallas 75216
3040	1,431	DALLAS	DA04	Good Street Baptist Church 3110 Bonnie View Rd Dallas 75216
3041	151	DALLAS	DA04	CFNI Student Center 444 Fawn Ridge Dr Dallas 75224
3042	1,583	DALLAS	DA04	John Neely Bryan Elem School 2001 Deer Path Dr Dallas 75216
3043	2,169	DALLAS	DA04	John Neely Bryan Elem School 2001 Deer Path Dr Dallas 75216
3044	2,697	DALLAS	DA04	W W Bushman Elem School 4200 Bonnie View Rd Dallas 75216
3046	2,194	DALLAS	DA04	John W. Carpenter Elem School 2121 Tosca Ln Dallas 75224
3047	2,054	DALLAS	DA04	CFNI Student Center 444 Fawn Ridge Dr Dallas 75224
3048	2,549	DALLAS	DA04	South Oak Cliff High School 3601 S Marsalis Ave Dallas 75216
3049	2,033	DALLAS	DA04	Clara Oliver Annex 4010 Idaho Ave Dallas 75216
3050	1,690	DALLAS	DA04	H I Holland Elem School at Lisbon 4203 S Lancaster Rd Dallas 75216
3051	186	DALLAS	DA04	Fountain of Living Word Church 2543 E Ledbetter Dr Dallas 75216
3052	2,785	DALLAS	DA04	Elisha M Pease Elem School 2914 Cummings St Dallas 75216
3056	2,222	DALLAS	DA04	Mark Twain Vanguard 724 Green Cove Ln Dallas 75232
3057	341	DALLAS	DA04	T G Terry Elem School 6661 Greenspan Ave Dallas 75232
3058	789	DALLAS	DA04	St Paul Lutheran Church 5725 S Marsalis Ave Dallas 75241
3072	45	DALLAS	DA04	Tommie Aifen Rec Center 7071 Bonnie View Dr Dallas 75241
3097	181	DALLAS	DA04	Clara Oliver Annex 4010 Idaho Ave Dallas 75216
3098	60	DALLAS	DA04	H I Holland Elem School at Lisbon 4203 S Lancaster Rd Dallas 75216

DALLAS COUNTY

DISTRICT 4 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
4036	806	DALLAS	DA04	The Union Church 3410 S Polk St Dallas 75224
4037	200	DALLAS	DA04	The Union Church 3410 S Polk St Dallas 75224
4038	2,040	DALLAS	DA04	Harrell Budd Elem School 2121 S Marsalis Ave Dallas 75216
4039	637	DALLAS	DA04	Bexar Street Baptist Church 2018 S Marsalis Ave Dallas 75216
4040	829	DALLAS	DA04	Roger Q Mills Elem School 15115 Lynn Haven Ave Dallas 75216
4041	803	DALLAS	DA04	Bexar Street Baptist Church 2018 S Marsalis Ave Dallas 75216
4043	1,233	DALLAS	DA04	The Union Church 3410 S Polk St Dallas 75224
4044	1,164	DALLAS	DA04	Clinton P Russell Elem School 3031 S Beckley Ave Dallas 75224
4046	1,229	DALLAS	DA04	Clinton P Russell Elem School 3031 S Beckley Ave Dallas 75224
4047	933	DALLAS	DA04	Boude Storey Middle School 3000 Maryland Ave Dallas 75216
4048	184	DALLAS	DA04	Clinton P Russell Elem School 3031 S Beckley Ave Dallas 75224
4057	1,499	DALLAS	DA04	Kiest Rec Center 3080 S Hampton Rd Dallas 75224
4058	915	DALLAS	DA04	Kiest Rec Center 3080 S Hampton Rd Dallas 75224
4072	303	DALLAS	DA04	Dallas County Sub-Courthouse 410 S Beckley Ave Dallas 75203
4107	120	DALLAS	DA04	Harrell Budd Elem School 2121 S Marsalis Ave Dallas 75216
4108	73	DALLAS	DA04	Bexar Street Baptist Church 2018 S Marsalis Ave Dallas 75216
4109	53	DALLAS	DA04	Boude Storey Middle School 3000 Maryland Ave Dallas 75216
4110	1,027	DALLAS	DA04	Boude Storey Middle School 3000 Maryland Ave Dallas 75216

Exhibit F - Original Funding Agreement

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DALLAS COUNTY

DISTRICT 5 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

Exhibit F - Original Funding Agreement

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PCT	Voters	City	City Dist	Location
<b>District DA05</b>				
1083	449	DALLAS	DA05	Colonial Baptist Church 6459 Scyene Rd Dallas 75227
1085	1,135	DALLAS	DA05	Urban Park Elem School 6901 Military Pkwy Dallas 75227
1088	1,416	DALLAS	DA05	Forester Field House 8233 Military Pkwy Dallas 75227
1090	2,182	DALLAS	DA05	San Jacinto Elem School 7900 Hume Drive Dallas 75227
1091	1,874	DALLAS	DA05	Annie Webb Blanton School 8915 Greenmound Ave Dallas 75227
1092	134	DALLAS	DA05	Edward Titche Elem School 9560 Highfield Dr Dallas 75227
1094	1,296	DALLAS	DA05	John Ireland Elem School 1515 N Jim Miller Rd Dallas 75217
1095	1,371	DALLAS	DA05	Nathaniel Hawthorne ElemSchool 7800 Umphress Road Dallas 75217
1096	1,353	DALLAS	DA05	Nathaniel Hawthorne ElemSchool 7800 Umphress Road Dallas 75217
1097	2,611	DALLAS	DA05	W W Samuel High School 8928 Palisade Dr Dallas 75217
1098	2,029	DALLAS	DA05	YMLA at Florence Middle School 1625 N Masters Dr Dallas 75217
1099	66	DALLAS	DA05	YMLA at Florence Middle School 1625 N Masters Dr Dallas 75217
1100	1,455	DALLAS	DA05	E B Comstock Middle School 7044 Hodde St Dallas 75217
1101	1,542	DALLAS	DA05	Pleasant Grove Library 7310 Lake June Rd Dallas 75217
1102	1,861	DALLAS	DA05	B H Macon Elem School 650 Holcomb Rd Dallas 75217
1103	474	DALLAS	DA05	B H Macon Elem School 650 Holcomb Rd Dallas 75217
1104	2,564	DALLAS	DA05	William Anderson Elem School 620 N St Augustine Dr Dallas 75217
1105	39	DALLAS	DA05	William Anderson Elem School 620 N St Augustine Dr Dallas 75217
1106	251	DALLAS	DA05	Richard Lagow Elem School 637 Edgeworth Dr Dallas 75217
1107	764	DALLAS	DA05	Richard Lagow Elem School 637 Edgeworth Dr Dallas 75217
1108	2,404	DALLAS	DA05	H Grady Spruce High School 9733 Old Seagoville Rd Dallas 75217
1109	22	DALLAS	DA05	Fireside Drive Baptist Church 8805 Fireside Dr Dallas 75217
1110	26	DALLAS	DA05	Richard Lagow Elem School 637 Edgeworth Dr Dallas 75217
1113	218	DALLAS	DA05	John Ireland Elem School 1515 N Jim Miller Rd Dallas 75217
1135	1,547	DALLAS	DA05	YMLA at Florence Middle School 1625 N Masters Dr Dallas 75217

DALLAS COUNTY

DISTRICT 5 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
3082	9	DALLAS	DA05	W A Blair Elem School 7720 Gaylen Dr Dallas 75217

DALLAS COUNTY  
DISTRICT 6 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

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Exhibit F - Original Funding Agreement

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PCT	Voters	City	City Dist	Location
<b>District DA06</b>				
2000	10	DALLAS	DA06	Marcus Rec Center 3003 Northaven Road Dallas 75229
2001	19	DALLAS	DA06	Thomas C Marsh Preparatory Academy 3838 Crown Shore Dr Dallas 75244
2012	1,656	DALLAS	DA06	Walnut Hill Rec Center 10011 Midway Rd Dallas 75229
2074	463	DALLAS	DA06	Richard J. Lee Elem Sch 8808 Chaparral Waters Way Dallas 75019
2076	10	DALLAS	DA06	Marcus Rec Center 3003 Northaven Road Dallas 75229
4000	545	DALLAS	DA06	Caillet Elem School 3033 Merrell Rd Dallas 75229
4001	751	DALLAS	DA06	Caillet Elem School 3033 Merrell Rd Dallas 75229
4003	390	DALLAS	DA06	Marcus Rec Center 3003 Northaven Road Dallas 75229
4005	944	DALLAS	DA06	Park Forest Branch Library 3421 Forest Lane Dallas 75234
4008	663	DALLAS	DA06	David Burnet Elem School 3200 Kinkaid Dr Dallas 75220
4009	1,014	DALLAS	DA06	David Burnet Elem School 3200 Kinkaid Dr Dallas 75220
4010	1,201	DALLAS	DA06	Stephen Foster Elem School 3700 Clover Lane Dallas 75220
4011	62	DALLAS	DA06	Stephen Foster Elem School 3700 Clover Lane Dallas 75220
4012	78	DALLAS	DA06	Stephen Foster Elem School 3700 Clover Lane Dallas 75220
4013	306	DALLAS	DA06	Stephen Foster Elem School 3700 Clover Lane Dallas 75220
4024	2,130	DALLAS	DA06	L G Pinkston High School 2200 Dennison St Dallas 75212
4025	351	DALLAS	DA06	Amelia Earhart Elem School 3531 N Westmoreland Rd Dallas 75212
4026	143	DALLAS	DA06	Eladio Martinez Learning Center 4500 Bernal Dr Dallas 75212
4027	336	DALLAS	DA06	Eladio Martinez Learning Center 4500 Bernal Dr Dallas 75212
4028	983	DALLAS	DA06	Amelia Earhart Elem School 3531 N Westmoreland Rd Dallas 75212
4029	28	DALLAS	DA06	L G Pinkston High School 2200 Dennison St Dallas 75212
4030	46	DALLAS	DA06	L G Pinkston High School 2200 Dennison St Dallas 75212
4031	2,186	DALLAS	DA06	C F Carr Elem School 1952 Bayside St Dallas 75212
4033	1,462	DALLAS	DA06	Dallas Fire Station # 1 1901 Irving Blvd Dallas 75207
4060	1,214	DALLAS	DA06	Nancy Jane Cochran Elem School 6000 Keeneland Pkwy Dallas 75211

DALLAS COUNTY  
 DISTRICT 6 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
4065	1,049	DALLAS	DA06	Arcadia Park Elem School 1300 N Justin Ave Dallas 75211
4076	312	DALLAS	DA06	Steven Park Elem School 2615 W Colorado Blvd Dallas 75211
4081	3,470	DALLAS	DA06	Eladio Martinez Learning Center 4500 Bernal Dr Dallas 75212
4082	357	DALLAS	DA06	Sidney Lanier Elem School 1400 Walmsley Ave Dallas 75208
4083	877	DALLAS	DA06	Sidney Lanier Elem School 1400 Walmsley Ave Dallas 75208
4084	606	DALLAS	DA06	Anita Martinez Rec Center 3212 N. Winnetka Ave Dallas 75212
4085	1,004	DALLAS	DA06	Anita Martinez Rec Center 3212 N. Winnetka Ave Dallas 75212
4086	111	DALLAS	DA06	Grauwlyer Park Rec Center 7780 Harry Hines Blvd Dallas 75235
4087	854	DALLAS	DA06	Bachman Recreation Ctr 2750 Bachman Dr Dallas 75220
4094	317	DALLAS	DA06	Park Forest Branch Library 3421 Forest Lane Dallas 75234
4097	946	DALLAS	DA06	David Burnet Elem School 3200 Kinkaid Dr Dallas 75220
4098	33	DALLAS	DA06	Stephen Foster Elem School 3700 Clover Lane Dallas 75220
4101	140	DALLAS	DA06	L G Pinkston High School 2200 Dennison St Dallas 75212
4116	1	DALLAS	DA06	Anita Martinez Rec Center 3212 N. Winnetka Ave Dallas 75212
4117	123	DALLAS	DA06	Arlington Park Rec Center 1505 Record Crossing Dallas 75235
4120	480	DALLAS	DA06	Bachman Recreation Ctr 2750 Bachman Dr Dallas 75220

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DISTRICT 7 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

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PCT	Voters	City	City Dist	Location
<b>District DA07</b>				
1063	1,600	DALLAS	DA07	George Truett Elem School 1811 Gross Rd Dallas 75228
1064	171	DALLAS	DA07	George Truett Elem School 1811 Gross Rd Dallas 75228
1065	2,876	DALLAS	DA07	George Truett Elem School 1811 Gross Rd Dallas 75228
1067	10	DALLAS	DA07	George Truett Elem School 1811 Gross Rd Dallas 75228
1078	559	DALLAS	DA07	Bayles Elem School 2444 Telegraph Ave Dallas 75228
1079	1,304	DALLAS	DA07	S S Conner Elem School 3037 Greenmeadow Dr Dallas 75228
1080	1,018	DALLAS	DA07	S S Conner Elem School 3037 Greenmeadow Dr Dallas 75228
1081	2,728	DALLAS	DA07	Owenwood Un Methodist Church 1451 John West Road Dallas 75228
1082	294	DALLAS	DA07	Colonial Baptist Church 6459 Seyene Rd Dallas 75227
1083	1,109	DALLAS	DA07	Colonial Baptist Church 6459 Seyene Rd Dallas 75227
1084	3,087	DALLAS	DA07	Edna Rowe Elem School 4918 Hovenkamp Dr Dallas 75227
1085	77	DALLAS	DA07	Urban Park Elem School 6901 Military Pkwy Dallas 75227
1086	512	DALLAS	DA07	Owenwood Un Methodist Church 1451 John West Road Dallas 75228
1087	3,188	DALLAS	DA07	Skyline High School 7777 Fomey Road Dallas 75227
1088	568	DALLAS	DA07	Forester Field House 8233 Military Pkwy Dallas 75227
1089	1,994	DALLAS	DA07	Forester Field House 8233 Military Pkwy Dallas 75227
1091	179	DALLAS	DA07	Annie Webb Blanton School 8915 Greenmount Ave Dallas 75227
1092	3,275	DALLAS	DA07	Edward Tiche Elem School 9560 Highfield Dr Dallas 75227
1093	1,624	DALLAS	DA07	Nueva Vida Life Assembly 10747 Bruton Rd Dallas 75217
1100	2	DALLAS	DA07	E B Comstock Middle School 7044 Hodde St Dallas 75217
1114	776	DALLAS	DA07	Owenwood Un Methodist Church 1451 John West Road Dallas 75228
1119	544	DALLAS	DA07	St. Luke Comm Un. Meth Chur 5710 E R L Thornton Frwy Dallas 75223
1134	458	DALLAS	DA07	Forester Field House 8233 Military Pkwy Dallas 75227
1303	8	DALLAS	DA07	George Truett Elem School 1811 Gross Rd Dallas 75228
3012	274	DALLAS	DA07	Evangelist Temple Church 2627 Dorris St Dallas 75215

DALLAS COUNTY  
 DISTRICT 7 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
3016	325	DALLAS	DA07	Bill J Priest Institute 1402 Corinth St Dallas 75215
3017	815	DALLAS	DA07	MLK Learning Center 1817 Warren Ave Dallas 75215
3018	1,835	DALLAS	DA07	Park South YMCA 2500 Romine Ave Dallas 75215
3019	888	DALLAS	DA07	James Madison High School 3000 Milk Blvd Dallas 75215
3020	184	DALLAS	DA07	Irma Rangel Womens School 1718 Robert B Cullum Blvd Dallas 75210
3021	1,134	DALLAS	DA07	Irma Rangel Womens School 1718 Robert B Cullum Blvd Dallas 75210
3022	1,975	DALLAS	DA07	Irma Rangel Womens School 1718 Robert B Cullum Blvd Dallas 75210
3023	1,287	DALLAS	DA07	James Madison High School 3000 Milk Blvd Dallas 75215
3024	1,697	DALLAS	DA07	Mt Horeb Baptist Church 3306 Carpenter Ave Dallas 75215
3025	189	DALLAS	DA07	Mt Horeb Baptist Church 3306 Carpenter Ave Dallas 75215
3026	836	DALLAS	DA07	St. Paul Baptist Church 1600 Pear St Dallas 75215
3027	1,385	DALLAS	DA07	Lincoln High School -CHM 2826 Elsie Faye Heggins Dallas 75215
3028	973	DALLAS	DA07	Evangelist Temple Church 2627 Dorris St Dallas 75215
3029	728	DALLAS	DA07	Evangelist Temple Church 2627 Dorris St Dallas 75215
3045	535	DALLAS	DA07	Gethsemane Missionary Baptist Church 4600 Solar Ln Dallas 75216
3090	4	DALLAS	DA07	St. Edwards Catholic Church 4033 Elm St Dallas 75226

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DISTRICT 8 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
<b>District DA08</b>				
1100	1,642	DALLAS	DA08	E B Comstock Middle School 7044 Hodde St Dallas 75217
1108	43	DALLAS	DA08	H Grady Spruce High School 9733 Old Seagoville Rd Dallas 75217
1109	442	DALLAS	DA08	Fireside Drive Baptist Church 8805 Fireside Dr Dallas 75217
1111	1,264	DALLAS	DA08	Fireside Drive Baptist Church 8805 Fireside Dr Dallas 75217
1124	3	DALLAS	DA08	Fireside Drive Baptist Church 8805 Fireside Dr Dallas 75217
1136	2	DALLAS	DA08	Richard Lagow Elem School 637 Edgeworth Dr Dallas 75217
3013	604	DALLAS	DA08	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253
3014	1,903	DALLAS	DA08	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253
3015	244	DALLAS	DA08	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253
3031	612	DALLAS	DA08	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253
3053	515	DALLAS	DA08	Thurgood Marshall Recreation Ctr 5150 Mark Trail Way Dallas 75232
3061	1,675	DALLAS	DA08	New Tech High at A Maceo Smith 3030 Stag Rd Dallas 75241
3062	2,867	DALLAS	DA08	J N Ervin Elem School 3722 Black Oak Dr Dallas 75241
3063	3,294	DALLAS	DA08	Ronald E Monair Elem School 3150 Bainbridge Ave Dallas 75237
3064	2,320	DALLAS	DA08	Friendship West Baptist Church 2020 W Wheatland Rd Dallas 75232
3065	2,403	DALLAS	DA08	Umpfrey Lee Elem School 7808 Racine Dr Dallas 75232
3066	2,060	DALLAS	DA08	Martin Weiss Elem School 8601 Willoughby Blvd Dallas 75232
3067	2,864	DALLAS	DA08	Friendship West Baptist Church 2020 W Wheatland Rd Dallas 75232
3068	3,461	DALLAS	DA08	Singing Hills Recreation Ctr 1909 Crouch Rd Dallas 75241
3069	1,797	DALLAS	DA08	Cornerstone Community Church 2817 Cherry Valley Blvd Dallas 75241
3070	3,087	DALLAS	DA08	Tommie Allen Rec Center 7071 Bonnie View Dr Dallas 75241
3071	2,696	DALLAS	DA08	Highland Hills Un Methodist Church 3800 Simpson Stuart Rd Dallas 75241
3072	35	DALLAS	DA08	Tommie Allen Rec Center 7071 Bonnie View Dr Dallas 75241
3073	185	DALLAS	DA08	Tommie Allen Rec Center 7071 Bonnie View Dr Dallas 75241
3074	694	DALLAS	DA08	Friendship West Baptist Church 2020 W Wheatland Rd Dallas 75232

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DISTRICT 8 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
3075	207	DALLAS	DA08	Cornerstone Community Church 2817 Cherry Valley Blvd Dallas 75241
3079	631	DALLAS	DA08	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253
3080	1,160	DALLAS	DA08	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253
3082	3,013	DALLAS	DA08	W A Blair Elem School 7720 Gaylen Dr Dallas 75217
3083	1,417	DALLAS	DA08	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253
3093	8	DALLAS	DA08	Kleberg Rylie Rec Center 1515 Edd Rd Dallas 75253
3099	344	DALLAS	DA08	Cornerstone Community Church 2817 Cherry Valley Blvd Dallas 75241

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**DALLAS COUNTY**  
**DISTRICT 9 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION**

PCT	Voters	City	City Dist	Location
<b>District DA09</b>				
1000	278	DALLAS	DA09	Dan D Rogers Elem School 5314 Abrams Rd Dallas 75214
1045	1,504	DALLAS	DA09	Highland Meadows Elem School 8939 Whitewing Ln Dallas 75238
1047	1,326	DALLAS	DA09	Martha T Reilly Elem School 11230 Lippitt Ave Dallas 75218
1048	2,528	DALLAS	DA09	Martha T Reilly Elem School 11230 Lippitt Ave Dallas 75218
1051	227	DALLAS	DA09	Alex Sanger Elem School 8410 San Leandro Dr Dallas 75218
1052	3,270	DALLAS	DA09	Lochwood Branch Library 11221 Lochwood Blvd Dallas 75218
1054	1,500	DALLAS	DA09	Casa View Elem School 2100 N Farola Dr Dallas 75228
1055	851	DALLAS	DA09	Casa View Elem School 2100 N Farola Dr Dallas 75228
1056	964	DALLAS	DA09	Charles A Gill Elem School 10910 Ferguson Rd Dallas 75228
1057	1,872	DALLAS	DA09	St Pius X Church Parish 3030 Gus Thomasson Rd Dallas 75228
1058	1,928	DALLAS	DA09	Bryan Adams High School 2101 Millmar Dr Dallas 75228
1059	1,626	DALLAS	DA09	Reinhardt Elem School 10122 Losa Dr Dallas 75218
1060	4,019	DALLAS	DA09	Alex Sanger Elem School 8410 San Leandro Dr Dallas 75218
1061	1,371	DALLAS	DA09	W H Gaston Middle School 9565 Mercer Drive Dallas 75228
1062	40	DALLAS	DA09	Edwin J. Kiest Elem School 2611 Healey Dr Dallas 75228
1068	39	DALLAS	DA09	Charles A Gill Elem School 10910 Ferguson Rd Dallas 75228
1078	720	DALLAS	DA09	Bayles Elem School 2444 Telegraph Ave Dallas 75228
1079	390	DALLAS	DA09	S S Conner Elem School 3037 Greenmeadow Dr Dallas 75228
1115	1,340	DALLAS	DA09	St Pius X Church Parish 3030 Gus Thomasson Rd Dallas 75228
1116	1,346	DALLAS	DA09	Edwin J. Kiest Elem School 2611 Healey Dr Dallas 75228
1121	2,236	DALLAS	DA09	Living Waters Church of God 11110 Shiloh Rd Dallas 75228
1125	2,132	DALLAS	DA09	Living Waters Church of God 11110 Shiloh Rd Dallas 75228
1133	331	DALLAS	DA09	Alex Sanger Elem School 8410 San Leandro Dr Dallas 75218
1137	34	DALLAS	DA09	Edwin J. Kiest Elem School 2611 Healey Dr Dallas 75228
1300	13	DALLAS	DA09	Ed Vanston Middle School 3230 Karla Mesquite 75150

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DALLAS COUNTY  
 DISTRICT 9 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
2036	926	DALLAS	DA09	Zion Lutheran Church 6121 E Lovers Lane Dallas 75214
2065	2,387	DALLAS	DA09	Victor Hexter Elem School 9720 Waterview Rd Dallas 75218
2067	1,147	DALLAS	DA09	L L Hotchkiss Elem School 6929 Town North Dr Dallas 75231
2068	2,120	DALLAS	DA09	Dan D Rogers Elem School 5314 Abrams Rd Dallas 75214
2069	2,856	DALLAS	DA09	Ridgewood Recreation Ctr 6818 Fisher Road Dallas 75214
2070	1,251	DALLAS	DA09	Northridge Presbyterian Church 6920 Bob-O-link Dr Dallas 75214
2071	1,900	DALLAS	DA09	Lakewood Elem School 3000 Hillbrook St Dallas 75214
2072	2,825	DALLAS	DA09	Northridge Presbyterian Church 6920 Bob-O-link Dr Dallas 75214
2073	952	DALLAS	DA09	Bath House Cultural Center 521 E Lawther Dr Dallas 75218
3702	1	DALLAS	DA09	Toler Elem School 3520 Gutthrie Rd Garland 75043

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DALLAS COUNTY  
 DISTRICT 10 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
<b>District DA10</b>				
1003	3,421	DALLAS	DA10	Hamilton Park Pacesetter 8301 Towns Street Dallas 75243
1004	1,660	DALLAS	DA10	Forest Meadow Jr. High School 9373 Whitehurst Dr Dallas 75243
1005	2,363	DALLAS	DA10	New Mount Zion Baptist Church 9550 Shepherd Rd Dallas 75243
1006	1,628	DALLAS	DA10	Moss Haven Elem School 9202 Moss Farm Lane Dallas 75243
1007	384	DALLAS	DA10	Moss Haven Elem School 9202 Moss Farm Lane Dallas 75243
1026	606	DALLAS	DA10	Richland College 12800 Abrams Rd Dallas 75243
1027	3,759	DALLAS	DA10	Audelia Creek Elem School 12600 Audelia Rd Dallas 75243
1028	1,540	DALLAS	DA10	Audelia Creek Elem School 12600 Audelia Rd Dallas 75243
1029	1,716	DALLAS	DA10	Richland College 12800 Abrams Rd Dallas 75243
1030	2,434	DALLAS	DA10	A M Aikin Elem School 12300 Pleasant Valley Dr Dallas 75243
1038	2,828	DALLAS	DA10	A M Aikin Elem School 12300 Pleasant Valley Dr Dallas 75243
1039	313	DALLAS	DA10	Lake Highlands High School 9449 Church Road Dallas 75238
1040	2,969	DALLAS	DA10	Dallas Fire Station #57 10801 Audelia Rd Dallas 75238
1041	984	DALLAS	DA10	Dallas Fire Station #57 10801 Audelia Rd Dallas 75238
1042	1,495	DALLAS	DA10	A M Aikin Elem School 12300 Pleasant Valley Dr Dallas 75243
1043	2,228	DALLAS	DA10	Skyview Elem School 9229 Meadowknoll Dr Dallas 75243
1044	2,222	DALLAS	DA10	Lake Highlands High School 9449 Church Road Dallas 75238
1045	434	DALLAS	DA10	Highland Meadows Elem School 8939 Whitewing Ln Dallas 75238
1046	319	DALLAS	DA10	Highland Meadows Elem School 8939 Whitewing Ln Dallas 75238
1049	2,187	DALLAS	DA10	Merriman Park Elem School 7101 Winedale Dr Dallas 75231
1128	656	DALLAS	DA10	Lake Highlands High School 9449 Church Road Dallas 75238
1129	151	DALLAS	DA10	Highland Meadows Elem School 8939 Whitewing Ln Dallas 75238
1707	1	DALLAS	DA10	A R Davis Elem School 1621 McCallum Dr Garland 75042
2059	1,221	DALLAS	DA10	Wallace Elem School -RJSD 9921 Kirkhaven Dr Dallas 75238
2060	2,559	DALLAS	DA10	Northlake Elem School-RJSD 10059 Ravensway Dr Dallas 75238

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DALLAS COUNTY  
DISTRICT 10 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
2061	2,878	DALLAS	DA10	Lake Highlands Elem School 9501 Fermdale Rd Dallas 75238
2062	2,114	DALLAS	DA10	Lake Highlands Jr. High School 10301 Walnut Hill Ln Dallas 75238
2063	716	DALLAS	DA10	Wallace Elem School -RISD 9921 Kirkhaven Dr Dallas 75238
2064	1,943	DALLAS	DA10	Highland Meadows Elem School 8939 Whitewing Ln Dallas 75238
2066	1,457	DALLAS	DA10	White Rock Elem School 9229 Chiswell Rd Dallas 75238

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DISTRICT 11 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

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PCT	Voters	City	City Dist	Location
<b>District DA11</b>				
1003	14	DALLAS	DA11	Hamilton Park Pacesetter 8301 Towns Street Dallas 75243
1010	1,591	DALLAS	DA11	Lee Mcshan Jr. Elem School 8307 Meadow Rd Dallas 75231
1032	777	DALLAS	DA11	Northwood Hills Elem School 14532 Meandering Way Dallas 75254
1033	1,266	DALLAS	DA11	Spring Valley Elem School 13535 Spring Grove Rd Dallas 75240
1035	249	DALLAS	DA11	RISD Academy 13630 Coit Road Dallas 75240
1036	799	DALLAS	DA11	RISD Academy 13630 Coit Road Dallas 75240
1037	1,563	DALLAS	DA11	RISD Academy 13630 Coit Road Dallas 75240
1127	712	DALLAS	DA11	RISD Academy 13630 Coit Road Dallas 75240
2016	3,327	DALLAS	DA11	Unity Church of Dallas 6525 Forest Lane Dallas 75230
2017	1,556	DALLAS	DA11	Unity Church of Dallas 6525 Forest Lane Dallas 75230
2019	1,666	DALLAS	DA11	George B Dealey Vanguard 6501 Royal Ln Dallas 75230
2020	2,455	DALLAS	DA11	Arthur Kramer Elem School 7131 Midbury Dr Dallas 75230
2022	708	DALLAS	DA11	George B Dealey Vanguard 6501 Royal Ln Dallas 75230
2023	1,224	DALLAS	DA11	Benjamin Franklin Middle School 6920 Meadow Rd Dallas 75230
2024	1,277	DALLAS	DA11	Benjamin Franklin Middle School 6920 Meadow Rd Dallas 75230
2041	4,068	DALLAS	DA11	Presbyterian Medical Office North 17110 Dallas Pkwy - Ste 120 Dallas 75248
2048	3,686	DALLAS	DA11	Dallas Fire Station # 7 6010 Davenport Rd Dallas 75248
2049	1,565	DALLAS	DA11	Prestonwood Elem School 6525 La Cosa Dr Dallas 75248
2050	1,670	DALLAS	DA11	Prestonwood Elem School 6525 La Cosa Dr Dallas 75248
2051	2,427	DALLAS	DA11	Spring Creek Elem School-RISD 7667 Roundrock Dallas 75248
2052	1,343	DALLAS	DA11	Northwood Hills Elem School 14532 Meandering Way Dallas 75254
2053	2,458	DALLAS	DA11	Anne Frank Elem School 5201 Celestial Rd Dallas 75254
2054	2,676	DALLAS	DA11	Anne Frank Elem School 5201 Celestial Rd Dallas 75254
2055	1,544	DALLAS	DA11	Anne Frank Elem School 5201 Celestial Rd Dallas 75254
2056	1,286	DALLAS	DA11	King of Glory Lutheran Church 6411 LBJ Freeway Dallas 75240

DALLAS COUNTY

DISTRICT 11 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
2057	495	DALLAS	DA11	Spring Valley Elem School 13535 Spring Grove Rd Dallas 75240
2058	1,139	DALLAS	DA11	Park Central Baptist Church 7777 LBJ Freeway Dallas 75251
2079	1,840	DALLAS	DA11	Anne Frank Elem School 5201 Celestial Rd Dallas 75254

DALLAS COUNTY

DISTRICT 12 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
<b>District DA12</b>				
2041	35	DALLAS	DA12	Presbyterian Medical Office North 17110 Dallas Pkwy - Ste 120 Dallas 75248
2042	2,962	DALLAS	DA12	Parkhill Jr. High School 16500 Shadybank Dr Dallas 75248
2043	2,077	DALLAS	DA12	Brentfield Elem School 6767 Brentfield Dr Dallas 75248
2044	1,015	DALLAS	DA12	Texas A&M Research Ext Ctr 17360 Coit Road Dallas 75252
2045	1,850	DALLAS	DA12	Parkhill Jr. High School 16500 Shadybank Dr Dallas 75248
2046	1,813	DALLAS	DA12	James Bowie Elem School-RISD 7643 La Manga Dr Dallas 75248
2047	2,322	DALLAS	DA12	James Bowie Elem School-RISD 7643 La Manga Dr Dallas 75248
2406	29	DALLAS	DA12	Keller Springs Baptist Church 3227 Keller Springs Rd Carrollton 75006
2902	49	DALLAS	DA12	Addison Fire Department 4798 Airport Pkwy Addison 75001

DALLAS COUNTY  
DISTRICT 13 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

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PCT	Voters	City	City Dist	Location
<b>District DA13</b>				
1000	510	DALLAS	DA13	Dan D Rogers Elem School 5314 Abrams Rd Dallas 75214
1001	792	DALLAS	DA13	Vickery Baptist Church 5814 Ridgcrest Rd Dallas 75231
1002	1,257	DALLAS	DA13	Vickery Baptist Church 5814 Ridgcrest Rd Dallas 75231
1008	741	DALLAS	DA13	Lee Meshan Jr. Elem School 8307 Meadow Rd Dallas 75231
1009	1,000	DALLAS	DA13	Vickery Baptist Church 5814 Ridgcrest Rd Dallas 75231
1011	836	DALLAS	DA13	Vickery Baptist Church 5814 Ridgcrest Rd Dallas 75231
1012	259	DALLAS	DA13	Vickery Baptist Church 5814 Ridgcrest Rd Dallas 75231
1126	934	DALLAS	DA13	Vickery Baptist Church 5814 Ridgcrest Rd Dallas 75231
2002	1,230	DALLAS	DA13	Thomas C Marsh Preparatory Academy 3838 Crown Shore Dr Dallas 75244
2003	2,598	DALLAS	DA13	W T White High School 4505 Ridgeside Dr Dallas 75244
2004	1,984	DALLAS	DA13	Nathan Adams Elem School 12600 Welch Rd Dallas 75244
2005	984	DALLAS	DA13	DeGolyer Elem School 3453 Flair Dr Dallas 75229
2006	1,467	DALLAS	DA13	John Calvin Presbyterian Church 4151 Royal Ln Dallas 75229
2007	2,874	DALLAS	DA13	John Calvin Presbyterian Church 4151 Royal Ln Dallas 75229
2008	1,452	DALLAS	DA13	John J Pershing Elem School 5715 Meaders Lane Dallas 75229
2009	1,926	DALLAS	DA13	L G Cigarroa Elem School 9990 Webb Chapel Rd Dallas 75220
2010	1,369	DALLAS	DA13	Edward Cary Middle School 3978 Killion Dr Dallas 75229
2011	2,019	DALLAS	DA13	Walnut Hill Rec Center 10011 Midway Rd Dallas 75229
2013	1,234	DALLAS	DA13	Lovers Lane United Meth Church 9200 Inwood Rd Dallas 75220
2014	513	DALLAS	DA13	Lovers Lane United Meth Church 9200 Inwood Rd Dallas 75220
2015	1,122	DALLAS	DA13	Ewell D Walker Middle School 12532 Nuestra Dr Dallas 75230
2018	816	DALLAS	DA13	Northhaven Un Methodist Church 11211 Preston Rd Dallas 75230
2021	3,512	DALLAS	DA13	Preston Hollow Un Methodist Church 6315 Walnut Hill Ln Dallas 75230
2025	2,625	DALLAS	DA13	Hillcrest High School 9924 Hillcrest Rd Dallas 75230
2026	2,735	DALLAS	DA13	Hillcrest High School 9924 Hillcrest Rd Dallas 75230

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DISTRICT 13 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

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PCT	Voters	City	City Dist	Location
2027	1,569	DALLAS	DA13	Our Redeemer Lutheran Church 7611 Park Lane Dallas 75225
2029	1,539	DALLAS	DA13	Lovers Lane United Meth Church 9200 Inwood Rd Dallas 75220
2030	1,902	DALLAS	DA13	Our Redeemer Lutheran Church 7611 Park Lane Dallas 75225
2033	2	DALLAS	DA13	Village Country Club 8308 Southwestern Dallas 75206
2034	1,480	DALLAS	DA13	Henry W Longfellow - CEA 5314 Boaz St Dallas 75209
2077	1,299	DALLAS	DA13	Ewell D Walker Middle School 12532 Nuestra Dr Dallas 75230
4001	350	DALLAS	DA13	Caillet Elem School 3033 Merrell Rd Dallas 75229
4002	972	DALLAS	DA13	Caillet Elem School 3033 Merrell Rd Dallas 75229
4003	17	DALLAS	DA13	Marcus Rec Center 3003 Northaven Road Dallas 75229
4004	1,595	DALLAS	DA13	Marcus Rec Center 3003 Northaven Road Dallas 75229
4006	1,230	DALLAS	DA13	DeGolyer Elem School 3453 Flair Dr Dallas 75229
4007	188	DALLAS	DA13	David Burnet Elem School 3200 Kinkaid Dr Dallas 75220
4014	1,833	DALLAS	DA13	Sudie Williams Elem School 4518 Pomona Rd Dallas 75209
4018	597	DALLAS	DA13	Maple Lawn Elem School 3120 Inwood Rd Dallas 75235
4092	178	DALLAS	DA13	David Burnet Elem School 3200 Kinkaid Dr Dallas 75220
4094	131	DALLAS	DA13	Park Forest Branch Library 3421 Forest Lane Dallas 75234
4095	45	DALLAS	DA13	DeGolyer Elem School 3453 Flair Dr Dallas 75229
4096	36	DALLAS	DA13	DeGolyer Elem School 3453 Flair Dr Dallas 75229
4099	1,039	DALLAS	DA13	Sudie Williams Elem School 4518 Pomona Rd Dallas 75209

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**DALLAS COUNTY**  
**DISTRICT 14 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION**

PCT	Voters	City	City Dist	Location
<b>District DA14</b>				
1013	3,916	DALLAS	DA14	North Dallas High School 3120 N Haskell Ave Dallas 75204
1015	710	DALLAS	DA14	Multiple Careers Magnet Ctr 4528 Rusk Ave Dallas 75204
1016	224	DALLAS	DA14	JFK Learning Center 1802 Moser Ave Dallas 75206
1017	1,147	DALLAS	DA14	JFK Learning Center 1802 Moser Ave Dallas 75206
1018	262	DALLAS	DA14	Ben Milam Elem School-DISD 4200 McKinney Ave Dallas 75205
1019	2,488	DALLAS	DA14	Dallas Fire Station # 17 6045 Belmont Ave Dallas 75206
1020	1,314	DALLAS	DA14	Ben Milam Elem School-DISD 4200 McKinney Ave Dallas 75205
1021	1,628	DALLAS	DA14	Oaklawn Branch Library 4100 Cedar Springs Rd Dallas 75219
1022	3,625	DALLAS	DA14	Oaklawn Branch Library 4100 Cedar Springs Rd Dallas 75219
1023	1,915	DALLAS	DA14	The Fathers Church 2707 Abrams Road Dallas 75214
1050	152	DALLAS	DA14	Eduardo Mata Elem School 7420 La Vista Dr Dallas 75214
1071	2,700	DALLAS	DA14	Lakewood Branch Library 6121 Worth Street Dallas 75214
1073	1,052	DALLAS	DA14	Junius Heights Baptist Church 5429 Reiger Ave Dallas 75214
1075	578	DALLAS	DA14	Samuell Grand Rec Center 6200 East Grand Ave Dallas 75223
1076	1,889	DALLAS	DA14	Eduardo Mata Elem School 7420 La Vista Dr Dallas 75214
1117	2,463	DALLAS	DA14	North Dallas High School 3120 N Haskell Ave Dallas 75204
1118	1,439	DALLAS	DA14	J W Ray Elem School 2211 Caddo St Dallas 75204
1120	376	DALLAS	DA14	JFK Learning Center 1802 Moser Ave Dallas 75206
1131	725	DALLAS	DA14	Grace United Methodist Church 4105 Junius St Dallas 75246
2031	3,638	DALLAS	DA14	Village Country Club 8308 Southwestern Dallas 75206
2032	1,891	DALLAS	DA14	Village Country Club 8308 Southwestern Dallas 75206
2033	1,702	DALLAS	DA14	Village Country Club 8308 Southwestern Dallas 75206
2035	1,495	DALLAS	DA14	Stonewall Jackson Elem School 5828 Mockingbird Ln Dallas 75206
2036	1,440	DALLAS	DA14	Zion Lutheran Church 6121 E Lovers Lane Dallas 75214
2037	818	DALLAS	DA14	John S Armstrong Elem School 3600 Cornell Dallas 75205

Exhibit F - Original Funding Agreement

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DALLAS COUNTY

DISTRICT 14 - ELECTION DAY LOCATIONS - NOVEMBER 7, 2017 SPECIAL ELECTION

PCT	Voters	City	City Dist	Location
2038	3,128	DALLAS	DA14	Robert E Lee Elem School 2911 Delmar Ave Dallas 75206
2039	2,804	DALLAS	DA14	Robert E Lee Elem School 2911 Delmar Ave Dallas 75206
2040	1,624	DALLAS	DA14	St. Andrews Presbyterian Church 3204 Skillman St Dallas 75214
2068	245	DALLAS	DA14	Dan D Rogers Elem School 5314 Abrams Rd Dallas 75214
2201	1	DALLAS	DA14	John S Bradfield Elem School 4300 Southern Ave Dallas 75205
3000	3,511	DALLAS	DA14	William B Travis Vanguard 3001 Mckinney Ave Dallas 75204
3006	3,071	DALLAS	DA14	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
3007	1,162	DALLAS	DA14	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
3008	4,286	DALLAS	DA14	Dallas County Courthouse - Allen 600 Commerce St Dallas 75202
3009	2,309	DALLAS	DA14	Exall Recreation Center 1355 Adair St Dallas 75204
3010	477	DALLAS	DA14	Exall Recreation Center 1355 Adair St Dallas 75204
3081	1,441	DALLAS	DA14	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
3086	3,221	DALLAS	DA14	William B Travis Vanguard 3001 Mckinney Ave Dallas 75204
4032	354	DALLAS	DA14	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
4102	257	DALLAS	DA14	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219
4106	150	DALLAS	DA14	Reverchon Recreation Ctr 3505 Maple Ave Dallas 75219

Exhibit F - Original Funding Agreement

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# **ELECTION DAY POLLING LOCATIONS**

## **COLLIN COUNTY**

## **VOTE CENTERS**

Collin County  
Election Day Vote Centers - November 7, 2017 Special Election

Location	Address	City	Zip
Akin Elementary School	1100 Springwood Ln.	Wylie	75098
Aldridge Elementary School	720 Pleasant Valley Ln.	Richardson	75080
Allen Municipal Courts Facility	301 Century Pkwy.	Allen	75013
Armstrong Middle School	3805 Timberline	Plano	75074
Blue Ridge ISD Administration Bldg.	318 West School St.	Blue Ridge	75424
Bowman Middle School	2501 Jupiter Rd.	Plano	75074
Brinker Elementary School	3800 Clark Pkwy.	Plano	75093
Carpenter Middle School	3905 Rainier Rd.	Plano	75023
Carpenter Park Recreation Center	6701 Coit Rd.	Plano	75024
Celina ISD Administration Bldg.	205 S. Colorado St.	Celina	75009
Christ the Servant Lutheran Church	821 S. Greenville Ave.	Allen	75002
Christ United Methodist Church	3101 Coit Rd.	Plano	75075
Clark High School - Plano	523 W. Spring Creek Pkwy.	Plano	75023
Clark Middle School	4600 Colby Dr.	Frisco	75035
Collin College - Higher Education Center	3452 TX-399 Spur	McKinney	75069
Collin College Central Park Campus	2200 W. University Dr.	McKinney	75071
Collin College Preston Ridge Campus	9700 Wade Blvd.	Frisco	75035
Collin College Spring Creek Campus	2800 E. Spring Creek Pkwy.	Plano	75074
Collin County Elections Office	2010 Redbud Blvd, Ste. 102	McKinney	75069
Community ISD Technology/Conference Ctr.	615 FM 1138	Nevada	75173
Davis Library	7501 Independence Pkwy.	Plano	75025

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Location	Address	City	Zip
Dowell Middle School	301 Ridge Rd.	McKinney	75070
Dr. Pepper Star Center at Craig Ranch	6993 Stars Ave.	McKinney	75070
Eldorado Country Club	2604 Country Club Dr.	McKinney	75070
First Baptist Church - Branch	7011 FM 546	Princeton	75407
First Baptist Church Farmersville, Youth Bldg.	201 Farmersville Pkwy.	Farmersville	75442
Fairview Town Hall	372 Town Place	Fairview	75069
Ford Middle School	630 Park Place Dr.	Allen	75002
Fowler Middle School	3801 McDermott Rd.	Plano	75025
Frisco Senior Center	6670 Moore St.	Frisco	75034
John and Judy Gay Library	6861 W. Eldorado Pkwy.	McKinney	75070
Haggar Elementary School	17820 Campbell Rd.	Dallas	75252
Gladys Harrington Library	1501 18th St.	Plano	75074
Heritage High School	14040 Eldorado Pkwy.	Frisco	75035
Lamar and Norma Hunt Middle School	4900 Legendary Dr.	Frisco	75034
John Q. Hammons Center – Courtyard Marriott	210 East Stacy Rd.	Allen	75002
Lavon City Hall	120 School Rd.	Lavon	75166
Lovejoy ISD Administration	259 Country Club Rd.	Allen	75002
Liberty High School	15250 Rolater Rd.	Frisco	75035
Lowry Crossing City Hall	1405 S. Bridgefarmer Rd.	Lowry Crossing	75069
Lucas City Hall	665 Country Club Rd.	Lucas	75002
McKinney Fire Station #7	861 Independence Pkwy.	Plano	75070

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Location	Address	City	Zip
McKinney Senior Recreation Center	1400 S. College	McKinney	75069
Melissa City Hall	3411 Barker Ave.	Melissa	75454
Mitchell Elementary School	4223 Briargrove Ln.	Dallas	75287
Murphy Community Center	205 N. Murphy Rd.	Murphy	75094
Old Settlers Recreation Center	1201 E. Louisiana St.	McKinney	75069
Parker City Hall	5700 E. Parker Rd.	Parker	75002
Parr Library	6200 Windhaven Pkwy.	Plano	75093
Plano ISD Administration Center	2700 W. 15th St.	Plano	75075
Plano Senior Center	401 W. 16th St.	Plano	75075
Princeton High School	1000 E. Princeton Dr.	Princeton	75407
Prosper ISD Administration	605 E. Seventh St.	Prosper	75078
Renner-Frankford Library	6400 Frankford Rd.	Dallas	75252
Royse City Lady Bulldog Gymnasium	1412 FM 1777	Royse City	75189
Seis Lagos Community Services Association	222 Seis Lago Trail	Wylie	75098
Shiloh Missionary Baptist Church Annex	1310 Avenue "I"	Plano	75074
Smith Library	300 Country Club Rd., #300	Wylie	75098
Staley Middle School	6927 Stadium Ln.	Frisco	75033
Stonebridge United Methodist Church	1800 S. Stonebridge Dr.	McKinney	75070
Suncreek United Methodist Church	1517 W. McDermott Dr.	Allen	75013
Texas Star Bank	402 W. White St.	Anna	75409
Weston Community Center	117 Main St.	Weston	75097
Woodcreek Church	3400 E. Renner Rd.	Richardson	75082

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# ELECTION DAY POLLING LOCATIONS

## DENTON COUNTY

Denton County  
 Election Day Locations - November 7, 2017 Special Election

Precinct	Voter Reg	Polling Place	Address	City	Zip
2000	3,856	Timberglen Recreation Center	3810 Timberglen Rd.	Dallas	75287
2001	4,086	Timberglen Recreation Center	3810 Timberglen Rd.	Dallas	75287
2002	5,092	Timberglen Recreation Center	3810 Timberglen Rd.	Dallas	75287

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**EXHIBIT B**

**EARLY VOTING LOCATIONS, DATES AND TIMES  
DALLAS, COLLIN AND DENTON COUNTIES**

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# EARLY VOTING LOCATIONS

## DALLAS COUNTY

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DALLAS COUNTY

EARLY VOTING LOCATIONS/DATES/TIMES - NOVEMBER 7, 2017 SPECIAL ELECTION

Location	Address	City	Zip
BETHANY LUTHERAN CHURCH	10101 WALNUT HILL LN.	DALLAS	75238
CEDAR HILL GOVERNMENT CENTER	285 UPTOWN BLVD.	CEDAR HILL	75104
CROSSWINDS HIGH SCHOOL	1100 N. CARRIER PKWY.	GRAND PRAIRIE	75050
DISD ADMINISTRATION BUILDING	3700 ROSS AVE.	DALLAS	75204
DISCIPLE CENTRAL COMMUNITY CHURCH	901 N. POLK ST.	DESOTO	75115
DUNCANVILLE LIBRARY	201 JAMES COLLINS	DUNCANVILLE	75116
EASTFIELD COLLEGE-PLEASANT GROVE CAMPUS	802 S. BUCKNER BLVD.	DALLAS	75217
EL CENTRO COLLEGE-WEST CAMPUS	3330 N. HAMPTON RD.	DALLAS	75212
FARMERS BRANCH CITY HALL	13000 WILLIAM DODSON PKWY.	FARMERS BRANCH	75234
FRETZ PARK LIBRARY	6990 BELT LINE RD.	DALLAS	75254
GEORGE L. ALLEN SR. COURTS BUILDING (Main Location)	600 COMMERCE ST.	DALLAS	75202
GLENN HEIGHTS CITY HALL	1938 S. HAMPTON RD.	GLENN HEIGHTS	75154
GRAUWYLER PARK RECREATION CENTER.	7780 HARRY HINES BLVD.	DALLAS	75235
IRVING CITY HALL	825 W. IRVING BLVD.	IRVING	75060
J. ERIK JONSSON LIBRARY	1515 YOUNG ST.	DALLAS	75201
JOSEY RANCH LIBRARY	1700 KELLER SPRINGS	CARROLLTON	75006
LAKESIDE ACTIVITY CENTER	101 HOLLEY PARK DR.	MESQUITE	75149
LANCASTER VETERANS MEMORIAL LIBRARY	1600 VETERANS MEMORIAL PKWY.	LANCASTER	75134
LOCHWOOD LIBRARY	11221 LOCHWOOD BLVD.	DALLAS	75218
MARSH LANE BAPTIST CHURCH	10716 MARSH LN.	DALLAS	75229
MARTIN LUTHER KING CORE BUILDING	2922 MARTIN LUTHER KING, JR. BLVD.	DALLAS	75215
MARTIN WEISS RECREATION CENTER	1111 MARTINDELL AVE.	DALLAS	75211
MOUNTAIN CREEK LIBRARY	6102 MOUNTAIN CREEK	DALLAS	75249
OAK CLIFF SUB COURTHOUSE	410 S. BECKLEY	DALLAS	75203
OUR REDEEMER LUTHERAN CHURCH	7611 PARK LN.	DALLAS	75225
PAUL L. DUNBAR LANCASTER-KIEST LIBRARY	2008 E. Kiest BLVD.	DALLAS	75216
RICHARDSON CIVIC CENTER	411 W. ARAPAHO RD.	RICHARDSON	75080
RICHLAND COLLEGE - GARLAND CAMPUS	675 W. WALNUT ST.	GARLAND	75040
ROWLETT CITY HALL ANNEX	4004 MAIN ST.	ROWLETT	75088
SACHSE CITY HALL	3815 SACHSE RD., BLDG. B	SACHSE	75048
SAMUELL GRAND RECREATION CENTER	6200 EAST GRAND AVE.	DALLAS	75223
VALLEY RANCH LIBRARY	401 CIMARRON TRAIL	IRVING	75063

**DATES AND TIMES OF EARLY VOTING**  
(FECHAS Y HORAS DE VOTACIÓN ANTICIPADA)

<b>October 23 - October 27 (Monday through Friday)</b> 23 de Octubre - 27 de Octubre (Lunes a Viernes)	8 AM - 5 PM
<b>October 28 (Saturday)</b> 28 de Octubre (Sábado)	8 AM - 5 PM
<b>October 29 (Sunday)</b> 29 de Octubre (Domingo)	1 PM - 6 PM
<b>October 30 - November 1 (Monday through Wednesday)</b> 30 de Octubre - 1 de Noviembre (Lunes a Miercoles)	8 AM - 5 PM
<b>November 2 - November 3 (Thursday and Friday)</b> 2 de Noviembre - 3 de Noviembre (Jueves y Viernes)	7 AM - 7 PM

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# EARLY VOTING LOCATIONS COLLIN COUNTY

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Exhibit F - Original Funding Agreement  
COLLIN COUNTY

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EARLY VOTING LOCATIONS/DATES/TIMES - NOVEMBER 7, 2017 SPECIAL ELECTION

LOCATION	ADDRESS	CITY	ZIP
COLLIN COUNTY ELECTIONS (MAIN EARLY VOTING LOCATION)	2010 REDBUD BLVD. ST 102	MCKINNEY	75069
ALLEN MUNICIPAL COURTS FACILITY	301 CENTURY PKWY.	ALLEN	75013
CARPENTER PARK RECREATION CENTER	6701 COIT RD.	PLANO	75024
CELINA ISD ADMINISTRATION BUILDING	205 S. COLORADO ST.	CELINA	75009
CHRIST UNITED METHODIST CHURCH	3101 COIT RD.	PLANO	75075
COLLIN COLLEGE - CENTRAL PARK CAMPUS	2200 W. UNIVERSITY DRIVE	MCKINNEY	75071
COLLIN COLLEGE - PRESTON RIDGE CAMPUS	9700 WADE BLVD.	FRISCO	75035
COLLIN COLLEGE - SPRING CREEK CAMPUS	2800 E. SPRING CREEK PKWY.	PLANO	75074
COLLIN COLLEGE - HIGHER EDUCATION CENTER	3452 TX-399 SPUR	MCKINNEY	75069
DAVIS LIBRARY	7501 INDEPENDENCE PKWY.	PLANO	75025
FRISCO SENIOR CENTER	6670 MOORE ST.	FRISCO	75034
GAY LIBRARY	6861 W. ELDORADO PKWY.	MCKINNEY	75070
HAGGARD LIBRARY	2501 COIT RD.	PLANO	75075
HARRINGTON LIBRARY	1501 18 <sup>TH</sup> ST.	PLANO	75074
LOVEJOY ISD ADMINISTRATION BLDG.	259 COUNTRY CLUB RD.	ALLEN	75002
LAVON CITY HALL	120 SCHOOL RD.	LAVON	75166
MCKINNEY FIRE STATION #7	861 S. INDEPENDENCE PKWY.	MCKINNEY	75070
METHODIST RICHARDSON MEDICAL CENTER	2831 E. PRESIDENT GEORGE BUSH HWY.	RICHARDSON	75082
MURPHY COMMUNITY CENTER	205 NORTH MURPHY RD.	MURPHY	75094
OLD SETTLERS RECREATION CENTER	1201 E. LOUISIANA ST.	MCKINNEY	75069
PARKER CITY HALL	5700 E. PARKER RD.	PARKER	75002
PARR LIBRARY	6200 WINDHAVEN PKWY.	PLANO	75093
PLANO ISD ADMINISTRATION CENTER	2700 W. 15 <sup>TH</sup> ST.	PLANO	75075
PRINCETON CITY HALL	123 W. PRINCETON DRIVE	PRINCETON	75407
PROSPER MUNICIPAL CHAMBERS	108 W. BROADWAY ST.	PROSPER	75078
RENNER-FRANKFORD LIBRARY	6400 FRANKFORD RD.	DALLAS	75252
SMITH LIBRARY	300 COUNTRY CLUB RD., #300	WYLIE	75098

**DATES AND TIMES OF EARLY VOTING**  
(FECHAS Y HORAS DE VOTACIÓN ANTICIPADA)

<b>OCTOBER 23 – OCTOBER 27 (MONDAY THROUGH FRIDAY)</b> <i>23 DE OCTUBRE – 27 DE OCTUBRE (LUNES A VIERNES)</i>	8 AM – 5 PM
<b>OCTOBER 28 (SATURDAY)</b> <i>28 DE OCTUBRE (SABADO)</i>	7 AM – 7 PM
<b>OCTOBER 29 (SUNDAY)</b> <i>29 DE OCTUBRE (DOMINGO)</i>	1 PM – 6 PM
<b>OCTOBER 30 – NOVEMBER 3 (MONDAY THROUGH FRIDAY)</b> <i>30 DE OCTUBRE – 3 DE NOVIEMBRE (LUNES A VIERNES)</i>	7 AM – 7 PM

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Collin County  
 Early Voting Locations/Dates/Times - November 7, 2017 Special Election  
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**TEMPORARY EARLY VOTING LOCATIONS:**  
*(VOTACIONES TEMPORALES ANTICIPADAS)*

LOCATION	ADDRESS	CITY	ZIP
FARMERSVILLE CITY HALL	205 S. MAIN ST.	FARMERSVILLE	75442

**DATES AND TIMES OF EARLY VOTING**  
*(FECHAS Y HORAS DE VOTACIÓN ANTICIPADA)*

**OCTOBER 23 – OCTOBER 27 (MONDAY THROUGH FRIDAY)**                      **8 AM – 5 PM**  
*23 DE OCTUBRE – 27 DE OCTUBRE (LUNES A VIERNES)*

LOCATION	ADDRESS	CITY	Zip
FARMERSVILLE CITY HALL	205 S. MAIN ST.	FARMERSVILLE	75442

**DATES AND TIMES OF EARLY VOTING**  
*(FECHAS Y HORAS DE VOTACIÓN ANTICIPADA)*

**OCTOBER 23 – OCTOBER 27 (MONDAY THROUGH FRIDAY)**                      **8 AM – 5 PM**  
*23 DE OCTUBRE – 27 DE OCTUBRE (LUNES A VIERNES)*

Important Note: Eligible Collin County registered voters (with an effective date of registration on or before November 7, 2017) may vote at any of the above early voting locations.

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**EARLY VOTING LOCATIONS**

**DENTON COUNTY**

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**DENTON COUNTY  
EARLY VOTING LOCATIONS/DATES/TIMES - NOVEMBER 7, 2017 SPECIAL ELECTION**

Location	Address	City	Zip
AUBREY ISD BUILDING	415 TISDELL LN.	AUBREY	76227
DENTON COUNTY SOUTHWEST COURTHOUSE	6200 CANYON FALLS DR.	ROANOKE	76262
CARROLLTON PUBLIC LIBRARY	4220 N. JOSEY LN.	CARROLLTON	75010
CORINTH CITY HALL	3300 CORINTH PKWY.	CORINTH	76208
DENTON CIVIC CENTER	321 E. MCKINNEY ST.	DENTON	76201
DENTON COUNTY ELECTIONS ADMINISTRATION OFFICE (MAIN LOCATION)	701 KIMBERLY DR.	DENTON	76208
FLOWER MOUND POLICE AND MUNICIPAL COMPLEX	4150 KIRKPATRICK LN.	FLOWER MOUND	75028
FRISCO FIRE STATION #4	4484 COTTON GIN RD.	FRISCO	75034
FRISCO FIRE STATION #7	330 W. STONEBROOK PKWY.	FRISCO	75034
HIGHLAND VILLAGE MUNICIPAL COMPLEX	1000 HIGHLAND VILLAGE RD.	HIGHLAND VILLAGE	75077
JUSTIN MUNICIPAL COMPLEX	415 N. COLLEGE	JUSTIN	76247
KRUM ISD ADMINISTRATION BUILDING	1200 BOBCAT BLVD.	KRUM	76249
LEWISVILLE MUNICIPAL COMPLEX	1197 MAIN ST.	LEWISVILLE	75067
LITTLE ELM LIBRARY	100 W. ELDORADO PKWY.	LITTLE ELM	75068
PILOT POINT SENIOR CENTER	310 S. WASHINGTON ST.	PILOT POINT	76258
SANGER CHURCH OF CHRIST	400 LOCUST ST.	SANGER	76266
STEVEN E. COPELAND GOVERNMENT CENTER	1400 FM 424	AUBREY	76227
THE COLONY CITY HALL ANNEX	6800 MAIN ST.	THE COLONY	75056
TIMBERGLEN LIBRARY	18505 MIDWAY RD.	DALLAS	75287
UNT GATEWAY CENTER	801 N. TEXAS BLVD.	DENTON	76201

**DATES AND TIMES OF EARLY VOTING  
(FECHAS Y HORAS DE VOTACIÓN ANTICIPADA)**

<b>OCTOBER 23 - OCTOBER 27 (MONDAY THROUGH FRIDAY)</b> 23 DE OCTUBRE - 27 DE OCTUBRE (LUNES A VIERNES)	8 AM - 5 PM
<b>OCTOBER 28 (SATURDAY)</b> 28 DE OCTUBRE (SÁBADO)	7 AM - 7 PM
<b>OCTOBER 29 (SUNDAY)</b> 29 DE OCTUBRE (DOMINGO)	1 PM - 6 PM
<b>OCTOBER 30 - NOVEMBER 3 (MONDAY THROUGH FRIDAY)</b> 31 DE OCTUBRE - 4 DE NOVIEMBRE (LUNES A VIERNES)	7 AM - 7 PM

**EXHIBIT D**

Insurance Requirements  
(To be attached)

**Design Consultant Insurance Requirements**

**SECTION A.**

DESIGN CONSULTANT shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C** (a), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY DESIGN CONSULTANT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

**SECTION B.**

The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by DESIGN CONSULTANT and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. The DESIGN CONSULTANT shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or DESIGN CONSULTANT).

**SECTION C. REQUIRED PROVISIONS**

The DESIGN CONSULTANT agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
  - (i) Park & Recreation Department, Attention: John Reynolds, Project Manager, 1500 Marilla, 6F-South, Dallas, Texas 75201 and
  - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

**Design Consultant Insurance Requirements**

**SECTION D. INSURANCE COVERAGE REQUIRED**

Subject to DESIGN CONSULTANT'S right to maintain reasonable deductibles, DESIGN CONSULTANT shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at DESIGN CONSULTANT'S sole expense, insurance coverage in the following type(s) and amounts:

1. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY**

**Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$500,000 Each Accident  
Bodily Injury by Disease: \$500,000 Each Employee  
Bodily Injury by Disease: \$500,000 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- c) Provide that DESIGN CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

**NOTES:**

- i. If DESIGN CONSULTANT will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, DESIGN CONSULTANT shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If DESIGN CONSULTANT is a non-subscriber or is self-insured, DESIGN CONSULTANT shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-

**Design Consultant Insurance Requirements**

owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$500,000 per occurrence.

The policy shall include:

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that DESIGN CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this contract.

NOTE:

- i. If DESIGN CONSULTANT has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, DESIGN CONSULTANT shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

3. **COMMERCIAL GENERAL LIABILITY INSURANCE**

**Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent DESIGN CONSULTANTS and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate.

The policy shall include:

- f) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- g) An endorsement to waive of subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property

**Design Consultant Insurance Requirements**

damage or any other loss.

- h) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- i) Provide that DESIGN CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- j) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this contract.

4. **PROFESSIONAL LIABILITY INSURANCE**

**Professional Liability Insurance** to provide coverage against any claim which the DESIGN CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission or act with minimum limits of \$1,000,000 per claim, \$1,000,000 annual aggregate.

The policy shall include:

- a) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- b) Provide that DESIGN CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- c) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy

**NOTE:** The requirements under Section D may be met by proof of insurance from DEVELOPER'S contractors or subcontractors, and DEVELOPER shall provide copies of such insurance coverage to the CITY for review.

**Design Consultant Insurance Requirements**

**SECTION E. SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the DESIGN CONSULTANT, the DESIGN CONSULTANT shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name DESIGN CONSULTANT as an additional insured.

(2) DESIGN CONSULTANT shall obtain and monitor the certificates of insurance from each Subcontractor. DESIGN CONSULTANT must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

**SECTION F. DESIGN CONSULTANT LIABILITY**

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by DESIGN CONSULTANT or its subcontractors shall not relieve DESIGN CONSULTANT of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate DESIGN CONSULTANT from liability.

**SECTION G. INDEMNITY**

DESIGN CONSULTANT agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal 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 DESIGN CONSULTANT'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of DESIGN CONSULTANT, its officers, agents, employees, or subcontractors, in DESIGN CONSULTANT'S performance under its engagement with the CITY; 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, its officers, agents or employees and in the event of joint and concurrent negligence or fault of DESIGN CONSULTANT and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are

Exhibit F - Original Funding Agreement

**Design Consultant Insurance Requirements**

not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**DESIGN CONSULTANT (COMPANY NAME):** \_\_\_\_\_

**BY:** \_\_\_\_\_  
Signature of Authorized Representative

**NAME:** \_\_\_\_\_  
Name of Authorized Representative (please print)

**DATE:** \_\_\_\_\_

## **Contractor Insurance Requirements**

### **SECTION A.**

CONTRACTOR shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C (a)**, certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY CONTRACTOR UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

### **SECTION B.**

The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by CONTRACTOR and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. The CONTRACTOR shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CONTRACTOR).

### **SECTION C. REQUIRED PROVISIONS**

The CONTRACTOR agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
  - (i) Parks and Recreation Services, Attention: John Reynolds, Project Manager, 1500 Marilla 6F-South Dallas, Texas 75201 and
  - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

**Contractor Insurance Requirements**

**SECTION D. INSURANCE COVERAGE REQUIRED**

Subject to CONTRACTOR'S right to maintain reasonable deductibles, CONTRACTOR shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage in the following type(s) and amounts:

1. **WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**

**Workers' Compensation** within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

- Bodily Injury by Accident: \$500,000 Each Accident
- Bodily Injury by Disease: \$ 500,000 Each Employee
- Bodily Injury by Disease: \$ 500,000 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

NOTES:

- i. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If CONTRACTOR is a non-subscriber or is self-insured, CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Business Automobile Liability Insurance** covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$ 500,000 per occurrence.

The policy shall include

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Dallas, its

**Contractor Insurance Requirements**

officers and employees, for bodily injury (including death), property damage or any other loss.

- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

**NOTE:**

- i. If CONTRACTOR has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement for owned autos.

3. **COMMERCIAL GENERAL LIABILITY INSURANCE**

**Commercial General Liability Insurance** including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate.

The policy shall include:

- a) Coverage extended to apply to products/completed operations and XCU (explosion, collapse and underground) hazards.
- b) An endorsement naming the City of Dallas, its officers, employees and elected representatives as additional insured using the broadest form of endorsement available, with such status extended to include the extension of the completed operations coverage as described above.
- c) An endorsement to waive subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- d) Mobile Equipment shall not be excluded
- e) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- f) The policy shall include endorsement CG2503 Amendment of limits (designated project or premises) in order to extend the policy's limits

### **Contractor Insurance Requirements**

specifically to the project in question.

- g) The Completed Operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the Work, with evidence of same filed with the City of Dallas.
- h) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- i) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

#### **4. UMBRELLA OR EXCESS LIABILITY INSURANCE**

Providing coverage following form of the primary liability coverages described in 1, 2, and 3, with minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

If the insurance described above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this contract.

#### **NOTES:**

- 1. The requirements under Section D may be met by proof of insurance from DEVELOPER'S contractors or subcontractors, and DEVELOPER shall provide copies of such insurance coverage to the CITY for review.

#### **SECTION E. SUBCONTRACTING LIABILITY**

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance

**Contractor Insurance Requirements**

requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

**SECTION F. CONTRACTOR LIABILITY**

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CONTRACTOR or its subcontractors shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CONTRACTOR from liability.

**SECTION G. INDEMNITY**

CONTRACTOR agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal 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 CONTRACTOR'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees, or subcontractors, in CONTRACTOR'S performance under its engagement with the CITY; 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, its officers, agents or employees and in the event of joint and concurrent negligence or fault of CONTRACTOR and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**CONTRACTOR (COMPANY NAME):** \_\_\_\_\_

**BY:** \_\_\_\_\_

Signature of Authorized Representative

**NAME:** \_\_\_\_\_

Name of Authorized Representative (please print)

**DATE:** \_\_\_\_\_

**Memorandum**



DATE April 3, 2019  
TO John Reynolds  
PKR  
SUBJECT CERTIFICATE OF INSURANCE  
Circuit Trail Conservancy-Design  
SWA Group  
CF#449079

We have reviewed the certificate(s) of insurance for the project and contractor shown above and have found them to be in compliance with the insurance requirements of the contract.

To ensure the accuracy of our records and to ensure appropriate monitoring of this contract, please advise the end date for this project. If the end date changes, please update our office on the changed date to ensure insurance is monitored through the life of the contract.

Please call me at 214-243-1137 should you have any questions.

*Pam Parnell*  
Pam Parnell  
Sr Risk Analyst  
Office of Risk Management

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood
	PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082
	E-MAIL ADDRESS: carly.underwood@greyling.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : RLI Insurance Company NAIC # 13056
INSURED SWA Group 2200 Bridgeway Blvd. Sausalito, CA 94966	INSURER B : Syndicate at Lloyd's (Beazley) NAIC # 37540
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			PSB0006320	07/01/2018	07/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PSA0002207	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			PSE0002758	07/01/2018	07/01/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0003590	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$1,000,000 E.L DISEASE - EA EMPLOYEE \$1,000,000 E.L DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability			B1636N181698	07/01/2018	07/01/2019	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: Project Number: 334617; Pacific Plaza Agreement with Parks for Downtown; 1500 Marilla, 6F-North Dallas, TX 75201. The City of Dallas and its officers, employees and elected representatives, Pacific Plaza, LLC and Pacific Plaza, LLP are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non contributory (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Dallas, Park and Recreation c/o CertFocus PO Box 140528 Kansas City, MO 64114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>D. H. Callinger</i>

Exhibit F - Original Funding Agreement

Hike and Bike Trail Exhibit  
(To be attached)

Line Names:  
Deed#  
Request No.

**ENCROACHMENT ON EASEMENT  
HIKE & BIKE TRAIL  
Re:**

This Encroachment on Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, (Effective Date”) by and between **Oncor Electric Delivery Company LLC**, a Delaware limited liability company, (“**Oncor**”) and the **City of Dallas**, a Texas municipal corporation (“**City**”).

**RECITALS**

1. Oncor is the owner of an easement in Dallas County, Texas, which is recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_, of the Deed Records of Dallas County, Texas (“**Easement**”); and
2. City desires to construct, install, and maintain a public hike and bike trail consisting of an improved surface and related Oncor-approved landscaping, signage, and facilities on the Easement Area for use by the general public for recreational purposes only within the area or boundaries of the Easement (“**Easement Area**”).

**NOW, THEREFORE**, for the consideration herein provided, it is agreed as follows:

1. Hike & Bike Trail. City may construct, install, and maintain a public hike and bike trail consisting of an improved surface and related Oncor-approved landscaping, signage, and facilities on the Easement Area for use by the general public for recreational purposes only (“**Encroachment**”), but with the conditions that such Encroachment shall be constructed, installed, and maintained in such a manner as not to damage or destroy Oncor’s electric transmission and distribution line(s) and other facilities, and that the recreational use of the Easement Area shall not interfere with the continued operation and maintenance of Oncor’s electric transmission and distribution line(s) and other facilities. City acknowledges and agrees that Oncor holds easement rights only on the Easement Area; therefore, City shall obtain whatever rights and permission necessary from the landowner of the property encumbered by the Easement Area.
2. Limitations Of Use. The City’s use is strictly limited to the Encroachment to be constructed, installed, and maintained on the Easement Area and does not extend to the use of any of Oncor’s facilities located on the Easement Area. It is understood that construction and/or installation of the Encroachment shall not be permitted until plans for same have been approved by Oncor, which approval shall not be unreasonably withheld, qualified or delayed. Additional general construction limitations on the Easement Area

## Exhibit F - Original Funding Agreement

are described and listed in **Exhibit "A"**, attached hereto and a part hereof for all intent and purpose.

3. Consideration. In consideration for the approved Encroachment, the sufficiency of which Oncor hereby acknowledges, City has paid to Oncor One Dollar (\$1.00) and shall undertake the maintenance and other obligations herein provided.

4. Term. The Encroachment as to the Easement Area permitted by this Agreement is non-exclusive, perpetual and irrevocable commencing on the Effective Date; provided, however, this Agreement may be terminated in whole or in part by Oncor with one hundred and eighty (180) calendar days prior written notice to City of such termination in accordance with the notice provisions of this Agreement if such termination is necessitated by a reasonable, good faith interpretation and application of a change in state or federal law or regulations applicable to same. Furthermore, in the event that Oncor determines it has an operational need for a portion of the Easement Area to the extent that the Encroachment cannot be relocated on that portion of the Easement Area pursuant to Paragraph 8 below, this Agreement may be terminated by Oncor, as to the affected portion of the Easement Area only, by providing the City two years prior written notice of such partial termination in accordance with the notice provisions of this Agreement. In any case of either a change in state or federal law or regulation or an operational need, Oncor will work in good faith with City to minimize the amount of the Encroachment to be relocated and/or the amount of the Easement Area and City's improvements impacted by any termination. "Operational need" shall not include an assignment of the Easement and any assignee of the Easement will be subject to this Agreement. Notwithstanding the foregoing, Oncor may elect to partially assign the Easement to a bona fide unaffiliated third party free from the applicability of this Agreement any portion(s) of the Easement Area not located twenty-five feet (25') or closer to any paved portion of the Encroachment, in which event, upon closing of such assignment, City shall execute and deliver to Oncor a partial release from this Agreement of such portion of the Easement Area being assigned and the parties shall have no further obligations one to the other under this Agreement as to such portion of the Easement Area. Oncor will provide thirty (30) calendar days prior written notice of any assignment of any portion of the Easement Area.

5. Security. City shall be solely responsible for maintaining peace and order and shall prevent any nuisances arising from or connected with the Encroachment and use of the Easement Area.

6. Oncor's Access. Oncor and its authorized agents shall have the right to enter the Easement Area at any time for any purpose. It is understood that from time to time entry will be necessary for inspection, maintenance, and work upon Oncor's facilities located upon the Easement Area and, on such occasions, it may be necessary to close all or portions of the Encroachment and prohibit the public from using same. This Agreement is not exclusive and Oncor, its employees, agents, representatives, and others whom it may permit, may go upon, make improvements upon and traverse the Easement Area in furtherance of Oncor's use and make changes in the location of or additions to Oncor's facilities located thereon without payment of compensation to City, and without liability for any damage to the Encroachment or for any interruption of use of the Encroachment.

## Exhibit F - Original Funding Agreement

Oncor may consent to other use rights to other parties for any purpose that does not unreasonably interfere with City's use and enjoyment of the Easement Area pursuant to this Agreement.

7. Acceptance Of Premises. City acknowledges that it has fully inspected the Easement Area and accepts the Easement Area in its present condition as suitable for the purpose of the Encroachment. This Agreement is entered into subject to any and all easements, restrictions, covenants, conditions, limitations, and mineral interests filed of record in the Official Real Easement Area Records of Dallas County, Texas in effect as to the Easement Area. City shall not make or cause to be made any improvements to the Easement Area other than as approved by Oncor in advance, in writing, which approval shall not be unreasonably withheld, qualified or delayed, and then only at the sole cost and expense of City.

8. Relocation. If at any time in the future, any portion of the Encroachment, in the reasonable, good faith judgment of Oncor, interferes with the installation, operation maintenance and/or removal of Oncor's electric transmission and distribution line(s) and other facilities, Oncor shall have the right to require City to relocate the offending portion of the Encroachment on the Easement Area so as not to interfere with Oncor's electric transmission and distribution line(s) and other facilities. Oncor shall notify City in writing within ninety (90) days if a portion of the Encroachment must be relocated at City's sole cost and according to plans approved by Oncor, stating the portion so impacted and the reason for the relocation. If at the end of such ninety (90) day period the portion of the Encroachment has not been relocated, Oncor may relocate it, at the City's expense. Oncor will not be responsible nor will compensation be paid for damages incurred by such relocation.

9. Default and Termination. It is understood and agreed that, in case of default by City or its agents in any of the terms and conditions herein stated, such default continuing for a period of ninety (90) days after Oncor notifies City in writing of such default and the cure action required, Oncor at its election may terminate this Agreement and upon such termination all of City's rights hereunder shall cease and come to an end. This Agreement shall also terminate upon the abandonment of the Encroachment by City. Notwithstanding anything contained in this Agreement to the contrary, City has the right to terminate this Agreement on the last day of the then current fiscal year in the event of non-appropriation of funds by City. City agrees to notify Oncor of such non-appropriation at the earliest practicable time prior to the end of City's then current fiscal year.

10. Condition Upon Termination. Upon termination of this Agreement, City shall surrender the Easement Area to Oncor in the same condition as received except for ordinary wear and tear. City may remove such improvements as it desires. By written notice given prior to termination, Oncor may require City, upon termination, to remove any improvements made to the Easement Area by City and to restore said portion of the Easement Area to its original condition, at City's expense. All improvements not required by Oncor to be removed or otherwise removed by City shall become Oncor's property at no cost or expense to Oncor. If City fails to remove improvements as required by Oncor, Oncor may remove same and City shall reimburse Oncor the cost and

## Exhibit F - Original Funding Agreement

expense of having the improvements removed from the Easement Area. City shall have a reasonable right of access to the Easement Area to accomplish said removal and restoration.

11. Assignment And Subletting. The Agreement is personal to City and may not be sold, transferred, assigned or sublet without the advanced written consent of Oncor. Any purported transfer or assignment shall be null and void ab initio and of no force or effect. It is the intention of this Agreement not to confer benefits, rights, or privileges on any person or entity other than Oncor and City. This Agreement is binding on the parties' respective successors and assigns and the purchaser(s) of all or any part of the Easement Area. City, at its expense, may file a memorandum providing notice of the existence of this Agreement in the real property records of any county in which part of the Easement Area is located. A change in the control or ownership of Oncor shall not give any party the right to terminate this Agreement. Furthermore, in the event of a merger of Oncor with another entity in which Oncor is not the surviving entity, this Agreement shall be binding on the surviving entity of such merger.

12. Boom-Type Equipment. Use of cranes or other boom-type equipment in connection with any work to be performed on the Easement Area by City, its employees, agents representatives, or contractors, or the public generally, must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code, and any other applicable clearance requirements. Notwithstanding anything to the contrary, in no event shall any equipment be placed within 15 feet of Oncor's power lines situated on the Easement Area. City must notify Oncor 48 hours prior to the use of any boom-type equipment on Oncor's Easement Area. Oncor reserves the right to refuse City permission to use boom-type equipment.

13. Maintenance of Easement Area. City, at its sole cost and expense, at all times during the term of this Agreement, agrees to keep clean and maintain or cause to be kept clean and maintained the entire Easement Area and all improvements which may be placed or erected on the Easement Area by City, in a good state of appearance and repair consistent with City's Park Department practices for similarly situated hike and bike trails within City's park system and in accordance with all applicable laws, codes and ordinances. City specifically acknowledges that its obligations with regard to maintenance of the Easement Area include maintaining the entire width of the Easement Area, and not just the area surrounding City's Encroachment; provided, however, the parties acknowledge that differing levels of mowing and maintenance may apply for areas proximate to active use areas and/or the trail and those more removed areas. City shall be responsible for removing or causing to be removed any new plantings (including but not limited to trees) and hike and bike trail or recreational related improvements occurring during the term hereof without Oncor's and City's approval. Oncor shall be responsible for removing and/or maintain trees existing as of the Effective Date hereof and canopy clearance involving Oncor's facilities (including but not limited to tree limbs encroaching from time to time into the Easement Area from outside the Easement Area). The parties shall endeavor to establish mutually approved landscaping guidelines. City shall not allow any third parties or neighborhood / community groups acting under or through the auspices of City to perform any plantings or landscaping that are not approved by or part of a landscaping plan approved by both City and Oncor. In the event that City fails to

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properly maintain the Easement Area as provided herein, Oncor shall have the right, but not the obligation, to have such maintenance completed, and City agrees to reimburse Oncor an amount equal to Oncor's costs and expenses for such work. City shall pay such amount to Oncor within thirty (30) calendar days of receipt of Oncor's invoice. Notwithstanding any of the foregoing, the parties acknowledge that City has no cleaning, maintenance or repair obligation with respect to Oncor's electric transmission and distribution line(s) and other facilities located on the Easement Area or any area fenced in by or under the auspices of Oncor.

14. Indemnity. To the extent allowable by law, City agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damages, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind of character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that arise out of, or is occasioned by, the negligent act or omission of City, its officers, agents, employees, or separate contractors that may arise out of or be occasioned by the use of the Encroachment and/or Easement Area, except that the obligations provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, associates, employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with Texas law, without however waiving any defenses or immunities available to the parties. The provisions of this paragraph are solely for the benefit of the parties hereto and shall not be deemed to create any third party rights whatsoever.

15. No Waiver Of Limitation Of Liability. By entering into this Agreement, neither Oncor nor City in any manner waive any right to assert any legal defenses or immunities available to either Oncor or City, including, but not limited to, Chapters 75 and 101 of the Texas Civil Practice and Remedies Code. It is the express intention of Oncor to limit its liability for any injury, death or damage to person or property pursuant to Chapter 75.002, Texas Civil Practice and Remedies Code (Vernon's 1995).

16. Relocation Of Facilities. If, at the request of City, Oncor relocates any of its existing facilities located on the Easement Area in order for City to accomplish its proposed use of the Easement Area, City shall be required to reimburse Oncor for all costs and expenses associated with such relocations. However, Oncor shall not be required by this Agreement to relocate any of its existing facilities, and Oncor may withhold its agreement to do so in its absolute and sole discretion.

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17. Notices. All written notices required under this Agreement must be hand delivered or sent by certified mail, return receipt requested, addressed to the proper party at the following address:

**To Oncor:**

**Oncor Electric Delivery Company LLC,**  
a Delaware limited liability company  
Right of Way Office  
115 West 7<sup>th</sup> Street  
Fort Worth, Texas 76102

**To City:**

**City of Dallas**  
Park and Recreation Department  
Dallas City Hall  
1500 Marilla Street, Room 6FN  
Dallas, TX 75201

18. Texas Law. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas. This Agreement is performable in Dallas County, Texas and exclusive venue for enforcing same shall be Dallas County, Texas.

19. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to this Agreement, and duly executed by the parties hereto.

EXECUTED to be effective as of the Effective Date stated above.

**CITY:**

**CITY OF DALLAS**

A.C. Gonzalez, City Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Warren M.S. Ernst, City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PARK AND RECREATION BOARD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ONCOR:**

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

By: \_\_\_\_\_

Jill L. Alvarez  
Attorney-in-Fact

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STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of **CITY OF DALLAS**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D.2011.

\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of **PARK AND RECREATION BOARD**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A.D.2011.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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STATE OF TEXAS                   §  
   §  
COUNTY OF TARRANT           §

BEFORE ME, the undersigned authority, on this day personally appeared Jill L. Alvarez, Attorney-in-Fact of **ONCOR ELECTRIC DELIVERY COMPANY LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of Oncor Electric Delivery Company LLC, and for the purposes and consideration therein expressed and in the capacity therein stated, and that she was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day  
of \_\_\_\_\_, A.D.2011.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**CONSTRUCTION LIMITATIONS ON**  
**Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY**  
**EXHIBIT "B"**

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1,2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Equipment shall not be placed within fifteen (15) feet of the power lines.

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10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any tower.
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, \_\_\_\_\_.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and

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includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber will not be piled or stacked on Oncor right-of-way or will not be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; 1) a concrete protective barrier between the surface and the pipe that is a minimum of one foot thick by one foot wide, if pipe is wider than one foot, then width of pipe, with the top of the concrete barrier to be at least one foot below the surface or final grade, 2) construct the gas pipeline inside of a proper protective steel casing, 3) where electric facilities are located above ground, install the pipeline a minimum of 10 feet below the ground surface, or 4) where electric facilities are located below ground, install the pipeline at a depth that provides for a

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minimum of a 10 foot clearance between the pipeline and the underground electric facilities.