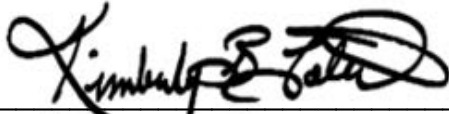


**APRIL 9, 2025 CITY COUNCIL AGENDA
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated April 9, 2025. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



Kimberly Bizzor Tolbert
City Manager

April 4, 2025

Date



Jack Ireland
Chief Financial Officer

April 4, 2025

Date

Memorandum



CITY OF DALLAS

DATE April 4, 2025

TO Honorable Mayor and Members of the City Council

SUBJECT **April 9, 2025 City Council FINAL Agenda – Additions/Revisions/Deletions Memorandum**

On March 28, 2025, a DRAFT City Council Agenda April 9, 2025, was provided for your review. This memorandum outlines any additions, revisions or deletions made to the FINAL agenda after the distribution of the DRAFT agenda. In addition, we have highlighted agenda items which have been briefed to the City Council and/or Committee by briefing memorandums.

Additional items and deletions to the DRAFT agenda are outlined below, including *revisions* to the FINAL agenda are underlined in blue and *deletions* are strikethrough in red. A brief explanation for the revisions along with staff's contact information is provided.

Revisions:

5. 25-1046A An ordinance approving and authorizing the issuance by the City of Dallas of its Waterworks and Sewer System Commercial Paper Notes, Series G, in an aggregate principal amount at any one time outstanding not to exceed \$300,000,000, to provide interim financing to pay Project Costs for Eligible Projects and to refund obligations issued in connection with Eligible Projects; authorizing the issuance and delivery of promissory notes in connection with the issuance, sale and delivery of Commercial Paper Notes, and prescribing the terms, features and characteristics of such instruments; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such Commercial Paper Notes, within the limitations and procedures specified herein; making certain covenants and agreements in connection therewith; resolving other matters incident and related to the issuance, sale, security and delivery of such Commercial Paper Notes, including **(1)** the approval and authorizing the execution of a Revolving Credit Agreement with Bank of America, N.A.; **(2)** an Amended and Restated Dealer Agreement with BofA Securities, Inc.; and **(3)** an Amended and Restated Issuing and Paying Agent Agreement with U.S. Bank Trust Company, National Association in the manner herein provided; and approving the use of an Offering Memorandum in connection with the sale from time to time of such Commercial Paper Notes; and providing an effective date - Total not to exceed \$3,593,000 - Financing: Dallas Water Utilities Fund (\$627,500 upfront closing costs plus annual fee of \$988,500 for a total 3-year cost of \$3,593,000) (subject to annual appropriations)

DATE April 4, 2025
SUBJECT April 9, 2025 City Council FINAL Agenda – Additions/Revisions/Deletions Memorandum
2 of 4

This item is being revised to update the Subject. Please contact Jenny Kerzman, Assistant Director, City Controller's Office at 214-670-3633, for more information.

7. 25-563A Authorize an increase in the construction services contract with John Burns Construction Company of Texas, LLC for additional work associated with the installation of water and wastewater main improvements at five locations (list attached to the Agenda Information Sheet) - Not to exceed \$1,332,208.00 from \$11,486,301.00 to \$12,818,509.00 - Financing: Wastewater Capital Improvement G Fund
This item is being revised to update the Agenda Information Sheet. Please contact Sarah Standifer, Director, Dallas Water Utilities Department, at 214-671-9581, for more information.

9. 25-119A Authorize Supplemental Agreement No. 1 to the professional services contract with Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch, a Westwood Company, to provide additional engineering services necessary for the development of construction plans, specifications and contract documents, and construction observation for the Cedar Creek Bridge replacement at Moore Street and to prepare additional survey documents for erosion control easements at Holliday Road and West Kiest Boulevard - Not to exceed \$454,105.00, from \$221,579.00 to \$675,684.00 - Financing: Storm Drainage Management Capital Construction Fund
This item is being revised to update the Agenda Information Sheet. Please contact Sarah Standifer, Director, Dallas Water Utilities Department, at 214-671-9581, for more information.

27. 25-1007A Authorize a five-year service price agreement for minor plumbing repair services for the Office of Environmental Quality & Sustainability – A Star Heat & Air, Inc., most advantageous proposer of two - Estimated amount of \$4,236,018.00 - Financing: ~~General~~ [Dallas Water Utilities](#) Fund (subject to annual appropriations)
This item is being revised to update the Agenda Information Sheet. Please contact Juanita Ortiz, Director (I), Office of Procurement Services, at 214-670-3874, for more information.

Deletions:

24. 768A Authorize the City Manager to execute two one-year contracts, each with one option to extend for time only, with Housing Forward, as a sole source, approved as to form by the City Attorney, for the coordination of the Street to Home Initiative enhancing the efforts of the Dallas Real Time Rehousing Program to provide **(1)** financial assistance, including rental assistance, paid utilities, and supportive services, in an amount

DATE April 4, 2025
SUBJECT April 9, 2025 City Council FINAL Agenda – Additions/Revisions/Deletions Memorandum
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not to exceed \$1,900,000.00; and **(2)** supportive services only; in an amount not to exceed \$1,096,897.95 to persons experiencing homelessness - Total amount not to exceed \$2,996,898.95 - Financing: HOME-ARPA HASS Fund (subject to annual appropriations)

This item is being deleted and will return at a later agenda date. Please contact Christine Crossley, Director, Office of Homeless Solutions, at 214-671-1291, for more information.

A memorandum was previously provided to the City Council and/or Committee regarding the following items. A link to the specific memorandums is also attached for more information.

Memorandums:

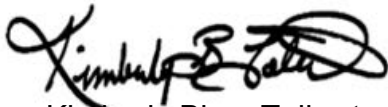
5. 25-1046A An ordinance approving and authorizing the issuance by the City of Dallas of its Waterworks and Sewer System Commercial Paper Notes, Series G, in an aggregate principal amount at any one time outstanding not to exceed \$300,000,000, to provide interim financing to pay Project Costs for Eligible Projects and to refund obligations issued in connection with Eligible Projects; authorizing the issuance and delivery of promissory notes in connection with the issuance, sale and delivery of Commercial Paper Notes, and prescribing the terms, features and characteristics of such instruments; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such Commercial Paper Notes, within the limitations and procedures specified herein; making certain covenants and agreements in connection therewith; resolving other matters incident and related to the issuance, sale, security and delivery of such Commercial Paper Notes, including **(1)** the approval and authorizing the execution of a [Revolving](#) Credit Agreement with Bank of America, N.A.; **(2)** an [Amended and Restated](#) Dealer Agreement with BofA Securities, Inc.; and **(3)** an [Amended and Restated](#) Issuing and Paying Agent Agreement with U.S. Bank [Trust Company](#), National Association in the manner herein provided; and approving the use of an Offering Memorandum in connection with the sale from time to time of such Commercial Paper Notes; and providing an effective date - Total not to exceed \$3,593,000 - Financing: Dallas Water Utilities Fund (\$627,500 upfront closing costs plus annual fee of \$988,500 for a total 3-year cost of \$3,593,000) (subject to annual appropriations)
[The City Council was briefed by memorandum regarding this matter on April 4, 2025.](#)

DATE April 4, 2025
SUBJECT **April 9, 2025 City Council FINAL Agenda – Additions/Revisions/Deletions Memorandum**
4 of 4

27. 25-1007A Authorize a five-year service price agreement for minor plumbing repair services for the Office of Environmental Quality & Sustainability – A Star Heat & Air, Inc., most advantageous proposer of two - Estimated amount of \$4,236,018.00 - Financing: General Fund (subject to annual appropriations) - fully reimbursed by Dallas Water Utilities Department [The Environmental Commission was briefed by memorandum regarding this matter on February 12, 2025.](#)

[The Parks, Trails and the Environment Committee was briefed by memorandum regarding this matter March 3, 2025.](#)

Service First, Now!



Kimberly Bizer Tolbert
City Manager

c: Tammy Palomino, City Attorney
Mark Swann, City Auditor
Billieae Johnson, City Secretary
Preston Robinson, Administrative Judge
Dominique Artis, Chief of Public Safety
Dev Rastogi, Assistant City Manager
M. Elizabeth (Liz) Cedillo-Pereira, Assistant City Manager

Alina Ciocan, Assistant City Manager
Donzell Gipson, Assistant City Manager
Robin Bentley, Assistant City Manager
Jack Ireland, Chief Financial Officer
Elizabeth Saab, Chief of Strategy, Engagement, and Alignment (I)
Directors and Assistant Directors

RECEIVED

2025 APR 4 PM 9:20

**CITY SECRETARY
DALLAS, TEXAS**

City of Dallas

*1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201*



Public Notice

250375

POSTED CITY SECRETARY
DALLAS, TX

COUNCIL AGENDA

April 9, 2025

9:00 AM

REVISED

(For General Information and Rules of Courtesy, Please See Opposite Side.)

(La Información General Y Reglas De Cortesía Que Deben Observarse

Durante Las Asambleas Del Consejo Municipal Aparecen En El Lado Opuesto, Favor De Leerlas.)

General Information

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

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

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

Rules of Courtesy

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

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

"Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer, and the person shall be barred from further audience before the City Council during that session of the City Council. If the presiding officer fails to

Información General

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

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

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

Reglas de Cortesía

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

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

"Los ciudadanos y visitantes presentes durante las asambleas del Ayuntamiento Municipal deben de obedecer las mismas reglas de comportamiento, decoro y buena conducta que se aplican a los miembros del Ayuntamiento Municipal. Cualquier persona que haga comentarios impertinentes, utilice vocabulario obsceno o difamatorio, o que al dirigirse al Ayuntamiento lo haga en forma escandalosa, o si causa disturbio durante la asamblea del

act, any member of the City Council may move to require enforcement of the rules, and the affirmative vote of a majority of the City Council shall require the presiding officer to act." Section 3.3(c) of the City Council Rules of Procedure.

Ayuntamiento Municipal, será expulsada de la cámara si el oficial que este presidiendo la asamblea así lo ordena. Además, se le prohibirá continuar participando en la audiencia ante el Ayuntamiento Municipal. Si el oficial que preside la asamblea no toma acción, cualquier otro miembro del Ayuntamiento Municipal puede tomar medidas para hacer cumplir las reglas establecidas, y el voto afirmativo de la mayoría del Ayuntamiento Municipal precisara al oficial que este presidiendo la sesión a tomar acción." Según la sección 3.3 (c) de las reglas de procedimientos del Ayuntamiento.

Handgun Prohibition Notice for Meetings of Governmental Entities

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

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

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

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

"Pursuant to Section 46.03, Penal Code (places weapons prohibited), a person may not carry a firearm or other weapon into any open meeting on this property."

"De conformidad con la Sección 46.03, Código Penal (coloca armas prohibidas), una persona no puede llevar un arma de fuego u otra arma a ninguna reunión abierta en esta propiedad."

**AGENDA
CITY COUNCIL MEETING
WEDNESDAY, APRIL 9, 2025
ORDER OF BUSINESS**

The City Council meeting will be held by videoconference and in the Council Chambers, 6th Floor at City Hall. Individuals who wish to speak in accordance with the City Council Rules of Procedure must sign up with the [City Secretary's Office](#).

The public may attend the meeting virtually; however, City Hall is available for those wishing to attend the meeting in person.

The following videoconference link is available to the public to listen to the meeting and Office of Communications & Customer Experience/311 will also stream the City Council meeting on Spectrum Cable Channel 16 and [bit.ly/cityofdallastv](https://cityofdal.ly):

<https://dallascityhall.webex.com/dallascityhall/j.php?MTID=m7584189d7c27b103847b2a8ea3ebff5f>

Public hearings will not be heard before 1:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

OPEN MICROPHONE

MINUTES	Item 1
CONSENT AGENDA	Items 2-29
DELETIONS	Item 24
ITEMS FOR INDIVIDUAL CONSIDERATION	Items 30-32
ADDITIONS	Items 33-34
ZONING	Items Z1-Z9

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

Invocation and Pledge of Allegiance

Agenda Item/Open Microphone Speakers

VOTING AGENDA

1. [25-761A](#) Approval of Minutes of the March 26, 2025 City Council Meeting

CONSENT AGENDA

City Attorney's Office

2. [25-993A](#) Authorize settlement of the bodily injury claims brought by Jesus Lule in the lawsuit styled, Jesus Lule v. Melvin Williams, Civil Action No. 3:23-CV-00950-L - Not to exceed \$65,000.00 - Financing: Liability Reserve Fund

Attachments: [Resolution](#)

3. [25-997A](#) Authorize settlement of the bodily injury claims brought by Maria Rivera in the lawsuit styled, Maria Rivera v. Mason Hawkins and City of Dallas, Cause No. DC-24-03101 - Not to exceed \$29,000.00 - Financing: Liability Reserve Fund

Attachments: [Resolution](#)

4. [25-1044A](#) Authorize settlement of the lawsuit styled, Stacy Carson v. City of Dallas, Cause No. DC-23-19500 - Not to exceed \$50,000.00 - Financing: Liability Reserve Fund

Attachments: [Resolution](#)

City Controller's Office

5. [25-1046A](#) An ordinance approving and authorizing the issuance by the City of Dallas of its Waterworks and Sewer System Commercial Paper Notes, Series G, in an aggregate principal amount at any one time outstanding not to exceed \$300,000,000, to provide interim financing to pay Project Costs for Eligible Projects and to refund obligations issued in connection with Eligible Projects; authorizing the issuance and delivery of promissory notes in connection with the issuance, sale and delivery of Commercial Paper Notes, and prescribing the terms, features and characteristics of such instruments; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such Commercial Paper Notes, within the limitations and procedures specified herein; making certain covenants and agreements in connection therewith; resolving other matters incident and related to the issuance, sale, security and delivery of such Commercial Paper Notes, including (1) the approval and authorizing the execution of a [Revolving Credit Agreement](#) with Bank of America, N.A.; (2) an [Amended and Restated Dealer Agreement](#) with BofA Securities, Inc.; and (3) an [Amended and Restated Issuing and Paying Agent Agreement](#) with U.S. Bank [Trust Company](#), National Association in the manner herein provided; and approving the use of an Offering Memorandum in connection with the sale from time to time of such Commercial Paper Notes; and providing an effective date - Total not to exceed \$3,593,000 - Financing: Dallas Water Utilities Fund (\$627,500 upfront closing costs plus annual fee of \$988,500 for a total 3-year cost of \$3,593,000) (subject to annual appropriations)

Attachments: [Schedule I](#)
[Ordinance](#)
[Exhibit A](#)
[Exhibit B](#)
[Exhibit C](#)

Dallas Water Utilities Department

6. [25-765A](#) Authorize a professional services contract with Brown and Caldwell to provide engineering services associated with a chemical optimization and corrosion control study of the City of Dallas water treatment and distribution system - Not to exceed \$3,042,487.00 - Financing: Water Construction Fund

Attachments: [Map](#)
[Resolution](#)

7. [25-563A](#) Authorize an increase in the construction services contract with John Burns Construction Company of Texas, LLC for additional work associated with the installation of water and wastewater main improvements at five locations (list attached to the Agenda Information Sheet) - Not to exceed \$1,332,208.00 from \$11,486,301.00 to \$12,818,509.00 - Financing: Wastewater Capital Improvement G Fund

Attachments: [List](#)
[Maps](#)
[Resolution](#)

8. [25-642A](#) Authorize Supplemental Agreement No. 1 to the professional services contract with Garver, LLC to provide additional engineering services for improvements to the Lake June Pump Station and Reservoir - Not to exceed \$4,806,075.38, from \$3,399,822.00 to \$8,205,897.38 - Financing: Water 2022C Water TWDB L1001533 Fund (\$4,500,000.00) and Water Capital Improvement F Fund (\$306,075.38)

Attachments: [Map](#)
[Resolution](#)

9. [25-119A](#) Authorize Supplemental Agreement No. 1 to the professional services contract with Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch, a Westwood Company, to provide additional engineering services necessary for the development of construction plans, specifications and contract documents, and construction observation for the Cedar Creek Bridge replacement at Moore Street and to prepare additional survey documents for erosion control easements at Holliday Road and West Kiest Boulevard - Not to exceed \$454,105.00, from \$221,579.00 to \$675,684.00 - Financing: Storm Drainage Management Capital Construction Fund

Attachments: [List](#)
[Maps](#)
[Resolution](#)

Department of Aviation

10. [25-580A](#) Authorize the **(1)** acceptance of a grant upon receipt from the U.S. Department of Transportation, Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for the federal share of the eligible capital improvement project for the Bipartisan Infrastructure Law at Dallas Love Field (Grant No. TBD, Assistance Listing No. 20.106) in the amount of \$10,000,000.00 for the construction of Taxiway Charlie Phase 2 Reconstruction Project where the performance period shall be for four years from the date of acceptance; **(2)** establishment of appropriations in an amount not to exceed \$10,000,000.00 in the FY23 FAA AIP Supplemental Discretionary Grant Fund; **(3)** receipt and deposit of grant funds in an amount not to exceed \$10,000,000.00 in the FY23 FAA AIP Supplemental Discretionary Grant Fund; and **(4)** execution of the grant agreement and all terms, conditions, and documents required by the agreement - Not to exceed \$10,000,000.00 - Financing: FY23 FAA AIP Supplemental Discretionary Grant Fund

Attachments: [Map](#)
[Resolution](#)

11. [25-581A](#) Authorize the **(1)** acceptance of a grant upon receipt from the U.S. Department of Transportation, Federal Aviation Administration (FAA) Airport Terminal Program for the federal share of the eligible capital improvement project for the Bipartisan Infrastructure Law at Dallas Love Field (Grant No. TBD, Assistance Listing No. 20.106) in the amount of \$13,000,000.00 for the upgrade of Dallas Love Field Moving Walkways and Escalators Upgrade Project where the performance period shall be for four years from the date of acceptance; **(2)** establishment of appropriations in an amount not to exceed \$13,000,000.00 in the FY25 FAA Airport Terminal Program Grant Fund; **(3)** receipt and deposit of grant funds in an amount not to exceed \$13,000,000.00 in the FY25 FAA Airport Terminal Program Grant Fund; and **(4)** execution of the grant agreement and all terms, conditions, and documents required by the grant agreement - Not to exceed \$13,000,000.00 - Financing: FY25 FAA Airport Terminal Program Grant Fund

Attachments: [Resolution](#)

Department of Facilities and Real Estate Management

12. [25-1040A](#) An ordinance abandoning a portion of Wall Street to Cedars Corinth Owner, LLC, the abutting owner, containing approximately 7,962 square feet of land, located near its intersection with Corinth Street; and authorizing the quitclaim - Revenue: General Capital Reserve Fund (\$302,461.00) and General Fund (\$20,000.00), plus the \$20.00 ordinance publication fee

Attachments: [Map](#)
[Ordinance](#)
[Exhibit A](#)
[Exhibit B](#)

13. [25-1020A](#) An ordinance abandoning a utility easement to Arthur Allen Jones and Amy Renee Andrews, the abutting owners, containing approximately 751 square feet of land, located near the intersection of Lilac Lane and Horseshoe Trail - Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee

Attachments: [Map](#)
[Ordinance](#)
[Exhibit A](#)

14. [25-1041A](#) An ordinance abandoning a water easement and a sanitary sewer and water easement to Riverfront Residential II, L.P., the abutting owner, containing a total of approximately 4,814 square feet of land, located near the intersection of Continental and Trinity Max Avenues - Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee

Attachments: [Map](#)
[Ordinance](#)
[Exhibit A](#)

15. [25-1047A](#) An ordinance abandoning a water easement and a utility easement to Underwood Family Enterprises, Ltd., the abutting owner, containing a total of approximately 6,672 square feet of land, located near the intersection of Arapaho and Coit Roads; and providing for the dedication of approximately 5,628 square feet of land needed for a water easement - Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee

Attachments: [Map](#)
 [Ordinance](#)
 [Exhibit A](#)

Department of Information and Technology Services

16. [25-1043A](#) Authorize a two-year master services price agreement for the purchase of various software including perpetual, fixed term, subscription and software as a service, software maintenance, support, implementation, and other services with Presidio Networked Solutions Group LLC for the Department of Information and Technology Services through the Texas Department of Information Services cooperative agreement - Not to exceed \$1,421,487.24 - Financing: Data Services Fund (subject to annual appropriations)

Attachments: [Resolution](#)

Department of Planning and Development

17. [25-1048A](#) An ordinance amending the list of standards, criteria, and requirements of which all street paving, storm drainage, bridge, and culvert design and construction must comply in Section 51A-8.601(b) of the Dallas City Code - Financing - This action has no cost consideration to the City

Attachments: [Ordinance](#)

Department of Transportation and Public Works

18. [25-776A](#) An ordinance amending Chapter 28, "Motor Vehicles and Traffic," of the Dallas City Code by amending Sections 28-44, 28-50, and 28-60 (1) designating speed regulations on streets other than expressways and freeways; (2) designating school traffic zones; (3) designating one-way streets in school zones; (4) providing a penalty not to exceed \$200.00; (5) providing a saving clause; (6) providing a severability clause; and (7) providing an effective date - Financing: This action has no cost consideration to the City (see Fiscal Information)

Attachments: [Maps](#)
[Ordinance](#)

19. [25-791A](#) Authorize the (1) acceptance of a grant from the State of Texas through the Texas Department of Transportation (TxDOT) for the Regional Toll Revenue (RTR) State Highway (SH) 121 toll project (Agreement No. CSJ 0918-47-522) in the amount of \$8,400,000.00 as State contribution from the SH 121 Subaccount with no local match for a traffic signal construction project to construct 22 traffic signals at various locations in the city of Dallas (list attached to Agenda Information Sheet) for the period from execution of the agreement through April 30, 2028; (2) establishment of appropriations in the amount of \$8,400,000.00 in the TxDOT RTR SH-121 22 Traffic Signals Grant Fund; (3) receipt and deposit of funds in the amount of \$8,400,000.00 in the TxDOT RTR SH-121 22 Traffic Signals Grant Fund; and (4) execution of the Advance Funding Agreement with TxDOT and all terms, conditions, and documents required by the agreement - Total amount of \$8,400,000.00 - Financing: TxDOT RTR SH-121 22 Traffic Signals Grant Fund

Attachments: [List](#)
[Map](#)
[Resolution](#)

20. [25-800A](#) Authorize the (1) acceptance of a grant from the U.S. Department of Transportation Federal Highway Administration through the Texas Department of Transportation (TxDOT) for the Surface Transportation Block Grant (STBG) Program (Agreement No. CSJ 0918-24-310, Assistance Listing No. 20.205) in the amount of \$1,775,000.00 as federal participation in the total project cost of \$1,902,797.00, which includes \$1,739,500.00 in Federal reimbursement, \$35,500.00 as Federal participation for direct state cost, \$110,047.00 as State participation for indirect state cost, and \$17,750.00 for direct state cost paid to TxDOT, plus the use of 355,000 regional Transportation Development Credits as local participation, excluding any cost overruns, for right-of-way and construction costs to construct an additional lane on the southbound Dallas Parkway, starting at the Dallas North Tollway (DNT) Extension Ramp and create a right-turn lane at the intersection of southbound Dallas Parkway and Frankford Road; enhance the geometric design of northbound Dallas Parkway at Frankford Road through the installation of a protective barrier and upgrades to pedestrian infrastructure in the city of Dallas; (2) establishment of appropriations in the amount of \$1,739,500.00 in the TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund; (3) receipt and deposit of funds in the amount of \$1,739,500.00 into the TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund; (4) required local match in the amount of \$17,750.00; and (5) execution of the Advance Funding Agreement with TxDOT and all terms, conditions, and documents required by the agreement - Total amount of \$1,757,250.00 - Financing: TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund (\$1,739,500.00) and General Fund (\$17,750.00)

Attachments: [Map](#)
[Resolution](#)

21. [25-779A](#) Authorize the (1) acceptance of a grant from the U.S. Department of Housing and Urban Development (HUD) for the FY 2024 Economic Development Initiative Community Project Funding (Grant No. B-24-CP-TX-2050, Assistance Listing No. 14.251) in the amount of \$1,000,000.00 to support a planning study along Garland Road from the intersection of Gaston Avenue, Garland Road, and East Grand Avenue to Interstate Highway 635 from the effective date of award through August 31, 2032; (2) receipt and deposit of funds in an amount not to exceed \$1,000,000.00 in the Garland Road Project FY24 EDI-CPF Fund; (3) establishment of appropriations in an amount not to exceed \$1,000,000.00 in the Garland Road Project FY24 EDI-CPF Fund; and (4) execution of the grant agreement with HUD and all terms, conditions, and documents required by the agreement - Not to exceed \$1,000,000.00 - Financing: Garland Road Project FY24 EDI-CPF Fund

Attachments: [Map](#)
[Resolution](#)

22. [25-996A](#) Authorize an amendment to Resolution No. 22-1199, previously approved on August 24, 2022, for an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to **(1)** accept the grant from the Federal Highway Administration through TxDOT for the Transportation Alternative Set-Aside (TASA) Program (Agreement No. CSJ 0918-47-324, Assistance Listing No. 20.205) for the Rosemont SRTS Improvements Project in the amount of \$689,410.00; **(2)** establish appropriations in an amount not to exceed \$689,410.00 in the TxDOT TASA Rosemont SRTS Improvements Grant Fund; and **(3)** receive and deposit funds in the amount \$689,410.00 to the TxDOT TASA Rosemont SRTS Improvements Grant Fund - Total amount of \$689,410.00 - Financing: TxDOT TASA Rosemont SRTS Improvements Grant Fund

Attachments: [Map](#)
[Resolution](#)

23. [25-824A](#) Authorize a construction services contract for the construction of the Rosemont Safe Routes to School Project (original scope) - Meca Construction, LLC, lowest responsible bidder of four - Not to exceed \$887,790.60 - Financing: Davis Garden TIF District Fund (\$198,380.60) and TxDOT TASA Rosemont SRTS Improvements Grant Fund (\$689,410.00)

Attachments: [Map](#)
[Resolution](#)

~~Office of Homeless Solutions~~

- ~~24. [25-768A](#) Authorize the City Manager to execute two one-year contracts, each with one option to extend for time only, with Housing Forward, as a sole source, approved as to form by the City Attorney, for the coordination of the Street to Home Initiative enhancing the efforts of the Dallas Real Time Rehousing Program to provide **(1)** financial assistance, including rental assistance, paid utilities, and supportive services, in an amount not to exceed \$1,900,000.00; and **(2)** supportive services only; in an amount not to exceed \$1,096,897.95 to persons experiencing homelessness - Total amount not to exceed \$2,996,898.95 - Financing: HOME ARPA HASS Fund (subject to annual appropriations)~~

~~**Attachments:** [Resolution](#)
[Exhibit A](#)~~

Office of Procurement Services

25. [25-903A](#) Authorize a three-year service price agreement for grounds maintenance services for the Library - BrightView Landscape Services, Inc., most advantageous proposer of seven - Estimated amount of \$1,034,140.32 - Financing: General Fund (subject to annual appropriations)

Attachments: [Resolution](#)

26. [25-1008A](#) Authorize a three-year service price agreement for repairs, maintenance, and support for air blowers, compressors, and dryers used in the water purification and wastewater treatment processes for the Dallas Water Utilities Department - BCV Systems, LLC in the estimated amount of \$844,721.90, FCX Performance, Inc. in the estimated amount of \$314,689.00, and Anytime Pump Service Company dba CIE in the estimated amount of \$35,850.00, most advantageous proposers of three - Total estimated amount of \$1,195,260.90 - Financing: Dallas Water Utilities Fund (subject to annual appropriations)

Attachments: [Resolution](#)

27. [25-1007A](#) Authorize a five-year service price agreement for minor plumbing repair services for the Office of Environmental Quality & Sustainability - A Star Heat & Air, Inc., most advantageous proposer of two - Estimated amount of \$4,236,018.00 - Financing: ~~General~~ [Dallas Water Utilities](#) Fund (subject to annual appropriations)

Attachments: [Resolution](#)

Park & Recreation Department

28. [25-1009A](#) An ordinance amending Chapter 32, "Parks and Water Reservoirs", of the Dallas City Code, by amending Section 32-11.3; to **(1)** add the Sunset Bay location that is in defense to prosecution for consuming or processing alcoholic beverages in a park; and **(2)** remove Dreyfuss Club location that is in defense to prosecution for consuming or processing alcoholic beverages in a park - Financing: No cost consideration to the City

Attachments: [Ordinance](#)

29. [25-995A](#) Authorize (1) a three-month service contract to design and install a splash pad at Forest Audelia Park located at 9737 Forest Lane for the Park & Recreation Department with Kraftsman LP dba Kraftsman Commercial Playgrounds & Water Parks through the Texas Association of School Boards, Inc. (TASB) (BuyBoard) cooperative agreement; and (2) an increase in appropriations in an amount not to exceed \$776,000.00 - Not to exceed \$776,000.00 - Financing: Capital Gifts Donations and Development Fund

Attachments: [Map](#)
[Resolution](#)

ITEMS FOR INDIVIDUAL CONSIDERATION

City Secretary's Office

30. [25-833A](#) Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)

Dallas Water Utilities Department

31. [25-983A](#) Authorize the second step of acquisition for condemnation by eminent domain to acquire a drainage easement containing approximately 865 square feet of land from Johnnie Wilson and wife, Mary B. Wilson located at Fernwood Avenue near its intersection with Louisiana Avenue for the Kings Branch Culvert at Louisiana Project - Not to exceed \$7,500.00 (\$4,500.00 plus closing costs and title expenses not to exceed \$3,000.00) - Financing: Flood Control (D) Fund

Attachments: [Map](#)
[Resolution](#)
[Exhibit A](#)
[Exhibit A - II](#)

ITEMS FOR FURTHER CONSIDERATION**Department of Facilities and Real Estate Management**

32. [25-1156A](#) Authorize **(1)** the acceptance of a land donation from Commerce and South Ervay Streets from Slaughter Partners, LP, CCS Commerce A, LLC and CCS Commerce B, LLC; and **(2)** negotiations of a tenant lease of approximately 2,500 square feet of improved land located near the intersection of Commerce and Ervay Streets for the 1607 Commerce Street Land Dedication Project - Not to exceed \$2,000.00, plus closing costs and title expenses - Financing: General Fund (This item was deferred on March 26, 2025)

Attachments: [Map](#)
 [Resolution](#)
 [Exhibit A](#)
 [Exhibit B](#)

ADDITIONS:**CLOSED SESSION**

33. [25-769A](#) **Real Estate (Sec. 551.072 T.O.M.A.); Economic Development (Sec. 551.087 T.O.M.A.); and Attorney Briefing (Sec. 551.071 T.O.M.A.)**

- (1) Deliberate the purchase, exchange, lease, or value of real property located at 1607 Commerce Street because deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; (2) discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and (3) seek the advice of the City Attorney on this matter.

34. [25-1274A](#) **Real Estate (Sec. 551.072 T.O.M.A.) and Attorney Briefing (Sec. 551.071 T.O.M.A.)**

- (1) Deliberate the purchase, exchange, lease, or value of real property located at 508 Young Street because deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; and (2) seek the advice of the Attorney on this matter.

PUBLIC HEARINGS AND RELATED ACTIONS**Department of Planning and Development****ZONING CASES - CONSENT**

- Z1. [25-1049A](#) A public hearing to receive comments regarding an application for and an ordinance granting an MF-2(A) Multifamily District with deed restrictions volunteered by the applicant, on property zoned an NS(A) Neighborhood Service District with deed restrictions [Z889-187 Tract 2] and an A(A) Agricultural District, on the north line of West Camp Wisdom Road, between Clark Road and Royal Cedar Way

Recommendation of Staff: Approval

Recommendation of CPC: Approval

Z223-220(MP)

Attachments: [Case Report](#)

- Z2. [25-1050A](#) A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a public school other than an open-enrollment charter school on property zoned an R-5(A) Single Family Subdistrict within Planned Development District No. 595, South Dallas/Fair Park Special Purpose District, at the east corner of Elsie Faye Heggins Street and Malcolm X Boulevard

Recommendation of Staff: Approval for a permanent time period, subject to a site plan, a traffic management plan, and conditions

Recommendation of CPC: Approval for a permanent time period, subject to a site plan, a traffic management plan, and conditions

Z234-200(JA)

Attachments: [Case Report](#)

- Z3. [25-1051A](#) A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Specific Use Permit No. 2170 for an open-enrollment charter school use on property zoned an RR Regional Retail District, on the north line of West Camp Wisdom Road and the west line of Interstate 35E Freeway

Recommendation of Staff: Approval, subject to an amended site plan, amended traffic management plan, and amended conditions

Recommendation of CPC: Approval, subject to an amended site plan, amended traffic management plan, and amended conditions

Z234-246(LL)

Attachments: [Case Report](#)

- Z4. [25-1052A](#) A public hearing to receive comments regarding an application for and an ordinance granting an amendment to and a renewal of Specific Use Permit No. 2115 for an office showroom/warehouse on property zoned Subdistrict 2 within Planned Development No. 535, the C. F. Hawn Special Purpose District No. 3, on the north line of Rylie Crest Drive, east of South St. Augustine Drive
Recommendation of Staff: Approval for a five-year period, subject to amended conditions
Recommendation of CPC: Approval for a five-year period, subject to amended conditions
Z234-349(CR)

Attachments: [Case Report](#)

- Z5. [25-1053A](#) A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private recreation center, club, or area on property in an NS(A) Neighborhood Service District, on the west line of Marsh Lane, south of Monet Place
Recommendation of Staff: Approval for a four-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Recommendation of CPC: Approval for a four-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Z245-109(SM)

Attachments: [Case Report](#)

- Z6. [25-1054A](#) A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a government installation other than listed, limited to a police facility, on property zoned MU-3 Mixed Use District, on the south line of Fondren Drive, west of Greenville Avenue
Recommendation of Staff: Approval, subject to a site plan and conditions
Recommendation of CPC: Approval for a five-year period, subject to a site plan and conditions
Z245-110(SM)

Attachments: [Case Report](#)

ZONING CASES - INDIVIDUAL

- Z7. [25-1055A](#) A public hearing to receive comments regarding an application for **(1)** an IM Industrial Manufacturing District; and **(2)** a Specific Use Permit for a potentially incompatible industrial (outside) use, limited to asphalt or concrete batching on property zoned IR Industrial Research District, on northeast corner of Spangler Road and Mañana Drive
Recommendation of Staff: Approval for a five-year period, subject to a site plan and conditions
Recommendation of CPC: Denial
Z234-328(TB)

Attachments: [Case Report](#)

- Z8. [25-1056A](#) A public hearing to receive comments regarding an application for the termination of Deed Restriction Z834-294 on property zoned a CR Community Retail District, on the south line of Bruton Road, between North Prairie Creek Road and Riverway Drive
Recommendation of Staff: Approval
Recommendation of CPC: Denial without prejudice
Z234-350(LC)

Attachments: [Case Report](#)

ZONING CASES - UNDER ADVISEMENT - INDIVIDUAL

- Z9.. [25-918A](#) A public hearing to receive comments regarding an application for and an ordinance granting a Historic Overlay for the Bianchi House (4503 Reiger Avenue) on property zoned Planned Development District No. 98 (uses in this Planned Development District are limited to residential uses) at the intersection of Reiger Avenue (north side) and North Carroll Avenue
Recommendation of Staff: Approval, subject to preservation criteria
Recommendation of CPC: Approval, subject to staff and Landmark Commission preservation criteria with a proposed edit
Z189-161(RD)
Note: This item was deferred by the City Council before opening the public hearing on February 26, 2025, and is scheduled for consideration on April 9, 2025.

Attachments: [Case Report](#)

EXECUTIVE SESSION NOTICE

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

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

Agenda Date: April 9, 2025

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
1.	N/A	V	SEC	N/A	Approval of Minutes of the March 26, 2025 City Council Meeting
2.	N/A	C	ATT	\$65,000.00	Authorize settlement of the bodily injury claims brought by Jesus Lule in the lawsuit styled, Jesus Lule v. Melvin Williams, Civil Action No. 3:23-CV-00950-L - Not to exceed \$65,000.00 - Financing: Liability Reserve Fund
3.	N/A	C	ATT	\$29,000.00	Authorize settlement of the bodily injury claims brought by Maria Rivera in the lawsuit styled, Maria Rivera v. Mason Hawkins and City of Dallas, Cause No. DC-24-03101 - Not to exceed \$29,000.00 - Financing: Liability Reserve Fund
4.	N/A	C	ATT	\$50,000.00	Authorize settlement of the lawsuit styled, Stacy Carson v. City of Dallas, Cause No. DC-23-19500 - Not to exceed \$50,000.00 - Financing: Liability Reserve Fund
5.	Citywide	C	CCO	\$3,593,000.00	An ordinance approving and authorizing the issuance by the City of Dallas of its Waterworks and Sewer System Commercial Paper Notes, Series G, in an aggregate principal amount at any one time outstanding not to exceed \$300,000,000, to provide interim financing to pay Project Costs for Eligible Projects and to refund obligations issued in connection with Eligible Projects; authorizing the issuance and delivery of promissory notes in connection with the issuance, sale and delivery of Commercial Paper Notes, and prescribing the terms, features and characteristics of such instruments; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such Commercial Paper Notes, within the limitations and procedures specified herein; making certain covenants and agreements in connection therewith; resolving other matters incident and related to the issuance, sale, security and delivery of such Commercial Paper Notes, including (1) the approval and authorizing the execution of a Revolving Credit Agreement with Bank of America, N.A.; (2) an Amended and Restated Dealer Agreement with BofA Securities, Inc.; and (3) an Amended and Restated Issuing and Paying Agent Agreement with U.S. Bank Trust Company , National Association in the manner herein provided; and approving the use of an Offering Memorandum in connection with the sale from time to time of such Commercial Paper Notes; and providing an effective date - Total not to exceed \$3,593,000 - Financing: Dallas Water Utilities Fund (\$627,500 upfront closing costs plus annual fee of \$988,500 for a total 3-year cost of \$3,593,000) (subject to annual appropriations)

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
6.	Citywide	C	DWU	\$3,042,487.00	Authorize a professional services contract with Brown and Caldwell to provide engineering services associated with a chemical optimization and corrosion control study of the City of Dallas water treatment and distribution system - Not to exceed \$3,042,487.00 - Financing: Water Construction Fund
7.	2	C	DWU	\$1,332,208.00	Authorize an increase in the construction services contract with John Burns Construction Company of Texas, LLC for additional work associated with the installation of water and wastewater main improvements at five locations (list attached to the Agenda Information Sheet) - Not to exceed \$1,332,208.00 from \$11,486,301.00 to \$12,818,509.00 - Financing: Wastewater Capital Improvement G Fund
8.	5	C	DWU	\$4,806,075.38	Authorize Supplemental Agreement No. 1 to the professional services contract with Garver, LLC to provide additional engineering services for improvements to the Lake June Pump Station and Reservoir - Not to exceed \$4,806,075.38, from \$3,399,822.00 to \$8,205,897.38 - Financing: Water 2022C Water TWDB L1001533 Fund (\$4,500,000.00) and Water Capital Improvement F Fund (\$306,075.38)
9.	3, 4	C	DWU	\$454,105.00	Authorize Supplemental Agreement No. 1 to the professional services contract with Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch, a Westwood Company, to provide additional engineering services necessary for the development of construction plans, specifications and contract documents, and construction observation for the Cedar Creek Bridge replacement at Moore Street and to prepare additional survey documents for erosion control easements at Holliday Road and West Kiest Boulevard - Not to exceed \$454,105.00, from \$221,579.00 to \$675,684.00 - Financing: Storm Drainage Management Capital Construction Fund
10.	6	C	AVI	GT	Authorize the (1) acceptance of a grant upon receipt from the U.S. Department of Transportation, Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for the federal share of the eligible capital improvement project for the Bipartisan Infrastructure Law at Dallas Love Field (Grant No. TBD, Assistance Listing No. 20.106) in the amount of \$10,000,000.00 for the construction of Taxiway Charlie Phase 2 Reconstruction Project where the performance period shall be for four years from the date of acceptance; (2) establishment of appropriations in an amount not to exceed \$10,000,000.00 in the FY23 FAA AIP Supplemental Discretionary Grant Fund; (3) receipt and deposit of grant funds in an amount not to exceed \$10,000,000.00 in the FY23 FAA AIP Supplemental Discretionary Grant Fund; and (4) execution of the grant agreement and all terms, conditions, and documents required by the agreement - Not to exceed \$10,000,000.00 - Financing: FY23 FAA AIP Supplemental Discretionary Grant Fund

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
11.	6	C	AVI	GT	Authorize the (1) acceptance of a grant upon receipt from the U.S. Department of Transportation, Federal Aviation Administration (FAA) Airport Terminal Program for the federal share of the eligible capital improvement project for the Bipartisan Infrastructure Law at Dallas Love Field (Grant No. TBD, Assistance Listing No. 20.106) in the amount of \$13,000,000.00 for the upgrade of Dallas Love Field Moving Walkways and Escalators Upgrade Project where the performance period shall be for four years from the date of acceptance; (2) establishment of appropriations in an amount not to exceed \$13,000,000.00 in the FY25 FAA Airport Terminal Program Grant Fund; (3) receipt and deposit of grant funds in an amount not to exceed \$13,000,000.00 in the FY25 FAA Airport Terminal Program Grant Fund; and (4) execution of the grant agreement and all terms, conditions, and documents required by the grant agreement - Not to exceed \$13,000,000.00 - Financing: FY25 FAA Airport Terminal Program Grant Fund
12.	2	C	FRM	REV \$322,461.00	An ordinance abandoning a portion of Wall Street to Cedars Corinth Owner, LLC, the abutting owner, containing approximately 7,962 square feet of land, located near its intersection with Corinth Street; and authorizing the quitclaim - Revenue: General Capital Reserve Fund (\$302,461.00) and General Fund (\$20,000.00), plus the \$20.00 ordinance publication fee
13.	13	C	FRM	REV \$11,150.00	An ordinance abandoning a utility easement to Arthur Allen Jones and Amy Renee Andrews, the abutting owners, containing approximately 751 square feet of land, located near the intersection of Lilac Lane and Horseshoe Trail - Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee
14.	6	C	FRM	REV \$11,150.00	An ordinance abandoning a water easement and a sanitary sewer and water easement to Riverfront Residential II, L.P., the abutting owner, containing a total of approximately 4,814 square feet of land, located near the intersection of Continental and Trinity Max Avenues - Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee
15.	11	C	FRM	REV \$11,150.00	An ordinance abandoning a water easement and a utility easement to Underwood Family Enterprises, Ltd., the abutting owner, containing a total of approximately 6,672 square feet of land, located near the intersection of Arapaho and Coit Roads; and providing for the dedication of approximately 5,628 square feet of land needed for a water easement - Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
16.	Citywide	C	DSV	\$1,421,487.24	Authorize a two-year master services price agreement for the purchase of various software including perpetual, fixed term, subscription and software as a service, software maintenance, support, implementation, and other services with Presidio Networked Solutions Group LLC for the Department of Information and Technology Services through the Texas Department of Information Services cooperative agreement - Not to exceed \$1,421,487.24 - Financing: Data Services Fund (subject to annual appropriations)
17.	Citywide	C	PDV	NC	An ordinance amending the list of standards, criteria, and requirements of which all street paving, storm drainage, bridge, and culvert design and construction must comply in Section 51A-8.601(b) of the Dallas City Code - Financing - This action has no cost consideration to the City
18.	3, 4, 9, 10, 11, 12, 13	C	TPW	NC	An ordinance amending Chapter 28, "Motor Vehicles and Traffic," of the Dallas City Code by amending Sections 28-44, 28-50, and 28-60 (1) designating speed regulations on streets other than expressways and freeways; (2) designating school traffic zones; (3) designating one-way streets in school zones; (4) providing a penalty not to exceed \$200.00; (5) providing a saving clause; (6) providing a severability clause; and (7) providing an effective date - Financing: This action has no cost consideration to the City (see Fiscal Information)
19.	1, 3, 4, 6, 8	C	TPW	GT	Authorize the (1) acceptance of a grant from the State of Texas through the Texas Department of Transportation (TxDOT) for the Regional Toll Revenue (RTR) State Highway (SH) 121 toll project (Agreement No. CSJ 0918-47-522) in the amount of \$8,400,000.00 as State contribution from the SH 121 Subaccount with no local match for a traffic signal construction project to construct 22 traffic signals at various locations in the city of Dallas (list attached to Agenda Information Sheet) for the period from execution of the agreement through April 30, 2028; (2) establishment of appropriations in the amount of \$8,400,000.00 in the TxDOT RTR SH-121 22 Traffic Signals Grant Fund; (3) receipt and deposit of funds in the amount of \$8,400,000.00 in the TxDOT RTR SH-121 22 Traffic Signals Grant Fund; and (4) execution of the Advance Funding Agreement with TxDOT and all terms, conditions, and documents required by the agreement - Total amount of \$8,400,000.00 - Financing: TxDOT RTR SH-121 22 Traffic Signals Grant Fund
20.	12	C	TPW	\$17,750.00	Authorize the (1) acceptance of a grant from the U.S. Department of Transportation Federal Highway Administration through the Texas Department of Transportation (TxDOT) for the Surface Transportation

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
					Block Grant (STBG) Program (Agreement No. CSJ 0918-24-310, Assistance Listing No. 20.205) in the amount of \$1,775,000.00 as federal participation in the total project cost of \$1,902,797.00, which includes \$1,739,500.00 in Federal reimbursement, \$35,500.00 as Federal participation for direct state cost, \$110,047.00 as State participation for indirect state cost, and \$17,750.00 for direct state cost paid to TxDOT, plus the use of 355,000 regional Transportation Development Credits as local participation, excluding any cost overruns, for right-of-way and construction costs to construct an additional lane on the southbound Dallas Parkway, starting at the Dallas North Tollway (DNT) Extension Ramp and create a right-turn lane at the intersection of southbound Dallas Parkway and Frankford Road; enhance the geometric design of northbound Dallas Parkway at Frankford Road through the installation of a protective barrier and upgrades to pedestrian infrastructure in the city of Dallas; (2) establishment of appropriations in the amount of \$1,739,500.00 in the TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund; (3) receipt and deposit of funds in the amount of \$1,739,500.00 into the TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund; (4) required local match in the amount of \$17,750.00; and (5) execution of the Advance Funding Agreement with TxDOT and all terms, conditions, and documents required by the agreement - Total amount of \$1,757,250.00 - Financing: TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund (\$1,739,500.00) and General Fund (\$17,750.00)
21.	2, 9	C	TPW	GT	Authorize the (1) acceptance of a grant from the U.S. Department of Housing and Urban Development (HUD) for the FY 2024 Economic Development Initiative Community Project Funding (Grant No. B-24-CP-TX-2050, Assistance Listing No. 14.251) in the amount of \$1,000,000.00 to support a planning study along Garland Road from the intersection of Gaston Avenue, Garland Road, and East Grand Avenue to Interstate Highway 635 from the effective date of award through August 31, 2032; (2) receipt and deposit of funds in an amount not to exceed \$1,000,000.00 in the Garland Road Project FY24 EDI-CPF Fund; (3) establishment of appropriations in an amount not to exceed \$1,000,000.00 in the Garland Road Project FY24 EDI-CPF Fund; and (4) execution of the grant agreement with HUD and all terms, conditions, and documents required by the agreement - Not to exceed \$1,000,000.00 - Financing: Garland Road Project FY24 EDI-CPF Fund
22.	1	C	TPW	GT	Authorize an amendment to Resolution No. 22-1199, previously approved on August 24, 2022, for an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to (1) accept the grant from the

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
					Federal Highway Administration through TxDOT for the Transportation Alternative Set-Aside (TASA) Program (Agreement No. CSJ 0918-47-324, Assistance Listing No. 20.205) for the Rosemont SRTS Improvements Project in the amount of \$689,410.00; (2) establish appropriations in an amount not to exceed \$689,410.00 in the TxDOT TASA Rosemont SRTS Improvements Grant Fund; and (3) receive and deposit funds in the amount \$689,410.00 to the TxDOT TASA Rosemont SRTS Improvements Grant Fund - Total amount of \$689,410.00 - Financing: TxDOT TASA Rosemont SRTS Improvements Grant Fund
23.	1	C	TPW	GT	Authorize a construction services contract for the construction of the Rosemont Safe Routes to School Project (original scope) - Meca Construction, LLC, lowest responsible bidder of four - Not to exceed \$887,790.60 - Financing: Davis Garden TIF District Fund (\$198,380.60) and TxDOT TASA Rosemont SRTS Improvements Grant Fund (\$689,410.00)
24.	Citywide	C	OHS	GT	Authorize the City Manager to execute two one year contracts, each with one option to extend for time only, with Housing Forward, as a sole source, approved as to form by the City Attorney, for the coordination of the Street to Home Initiative enhancing the efforts of the Dallas Real Time Rehousing Program to provide (1) financial assistance, including rental assistance, paid utilities, and supportive services, in an amount not to exceed \$1,900,000.00; and (2) supportive services only; in an amount not to exceed \$1,096,897.95 to persons experiencing homelessness - Total amount not to exceed \$2,996,898.95 - Financing: HOME-ARPA HASS Fund (subject to annual appropriations)
25.	Citywide	C	POM	\$1,034,140.32	Authorize a three-year service price agreement for grounds maintenance services for the Library - BrightView Landscape Services, Inc., most advantageous proposer of seven - Estimated amount of \$1,034,140.32 - Financing: General Fund (subject to annual appropriations)
26.	Citywide	C	POM	\$1,195,260.90	Authorize a three-year service price agreement for repairs, maintenance, and support for air blowers, compressors, and dryers used in the water purification and wastewater treatment processes for the Dallas Water Utilities Department - BCV Systems, LLC in the estimated amount of \$844,721.90, FCX Performance, Inc. in the estimated amount of \$314,689.00, and Anytime Pump Service Company dba CIE in the estimated amount of \$35,850.00, most advantageous proposers of three - Total estimated amount of \$1,195,260.90 - Financing: Dallas Water Utilities Fund (subject to annual appropriations)

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
27.	Citywide	C	POM	\$4,236,018.00	Authorize a five-year service price agreement for minor plumbing repair services for the Office of Environmental Quality & Sustainability - A Star Heat & Air, Inc., most advantageous proposer of two - Estimated amount of \$4,236,018.00 - Financing: General <u>Dallas Water Utilities</u> Fund (subject to annual appropriations)
28.	Citywide	C	PKR	NC	An ordinance amending Chapter 32, "Parks and Water Reservoirs", of the Dallas City Code, by amending Section 32-11.3; to (1) add the Sunset Bay location that is in defense to prosecution for consuming or processing alcoholic beverages in a park; and (2) remove Dreyfuss Club location that is in defense to prosecution for consuming or processing alcoholic beverages in a park - Financing: No cost consideration to the City
29.	10	C	PKR	\$776,000.00	Authorize (1) a three-month service contract to design and install a splash pad at Forest Audelia Park located at 9737 Forest Lane for the Park & Recreation Department with Kraftsman LP dba Kraftsman Commercial Playgrounds & Water Parks through the Texas Association of School Boards, Inc. (TASB) (BuyBoard) cooperative agreement; and (2) an increase in appropriations in an amount not to exceed \$776,000.00 - Not to exceed \$776,000.00 - Financing: Capital Gifts Donations and Development Fund
30.	N/A	I	SEC	N/A	Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)
31.	4	I	DWU	\$7,500.00	Authorize the second step of acquisition for condemnation by eminent domain to acquire a drainage easement containing approximately 865 square feet of land from Johnnie Wilson and wife, Mary B. Wilson located at Fernwood Avenue near its intersection with Louisiana Avenue for the Kings Branch Culvert at Louisiana Project - Not to exceed \$7,500.00 (\$4,500.00 plus closing costs and title expenses not to exceed \$3,000.00) - Financing: Flood Control (D) Fund
32.	14	I	FRM	\$2,000.00	Authorize (1) the acceptance of a land donation from Commerce and South Ervay Streets from Slaughter Partners, LP, CCS Commerce A, LLC and CCS Commerce B, LLC; and (2) negotiations of a tenant lease of approximately 2,500 square feet of improved land located near the intersection of Commerce and Ervay Streets for the 1607 Commerce Street Land Dedication Project - Not to exceed \$2,000.00, plus closing costs and title expenses - Financing: General Fund (This item was deferred on March 26, 2025)

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
33.	N/A	I	ATT	N/A	<p>- (Real Estate (Sec. 551.072 T.O.M.A.); Economic Development (Sec. 551.087 T.O.M.A.); and Attorney Briefing (Sec. 551.071 T.O.M.A.)</p> <p>- (1) Deliberate the purchase, exchange, lease, or value of real property located at 1607 Commerce Street because deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; (2) discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and (3) seek the advice of the City Attorney on this matter.</p>
34.	N/A	I	ATT	N/A	<p>Real Estate (Sec. 551.072 T.O.M.A.) and Attorney Briefing (Sec. 551.071 T.O.M.A.)</p> <p>(1) Deliberate the purchase, exchange, lease, or value of real property located at 508 Young Street because deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; and (2) seek the advice of the City Attorney on this matter.</p>
Z1.	3	PH	PDV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting an MF-2(A) Multifamily District with deed restrictions volunteered by the applicant, on property zoned an NS(A) Neighborhood Service District with deed restrictions [Z889-187 Tract 2] and an A(A) Agricultural District, on the north line of West Camp Wisdom Road, between Clark Road and Royal Cedar Way</p> <p>Recommendation of Staff: Approval</p> <p>Recommendation of CPC: Approval</p> <p>Z223-220(MP)</p>
Z2.	7	PH	PDV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a public school other than an open-enrollment charter school on property zoned an R-5(A) Single Family Subdistrict within Planned Development District No. 595, South Dallas/Fair Park Special Purpose District, at the east corner of Elsie Faye Heggins Street and Malcolm X Boulevard</p> <p>Recommendation of Staff: Approval for a permanent time period, subject to a site plan, a traffic management plan, and conditions</p> <p>Recommendation of CPC: Approval for a permanent time period, subject to a site plan, a traffic management plan, and conditions</p> <p>Z234-200(JA)</p>

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
Z3.	3	PH	PDV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Specific Use Permit No. 2170 for an open-enrollment charter school use on property zoned an RR Regional Retail District, on the north line of West Camp Wisdom Road and the west line of Interstate 35E Freeway</p> <p>Recommendation of Staff: Approval, subject to an amended site plan, amended traffic management plan, and amended conditions</p> <p>Recommendation of CPC: Approval, subject to an amended site plan, amended traffic management plan, and amended conditions</p> <p>Z234-246(LL)</p>
Z4.	8	PH	PDV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting an amendment to and a renewal of Specific Use Permit No. 2115 for an office showroom/warehouse on property zoned Subdistrict 2 within Planned Development No. 535, the C. F. Hawn Special Purpose District No. 3, on the north line of Rylie Crest Drive, east of South St. Augustine Drive</p> <p>Recommendation of Staff: Approval for a five-year period, subject to amended conditions</p> <p>Recommendation of CPC: Approval for a five-year period, subject to amended conditions</p> <p>Z234-349(CR)</p>
Z5.	12	PH	PDV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private recreation center, club, or area on property in an NS(A) Neighborhood Service District, on the west line of Marsh Lane, south of Monet Place</p> <p>Recommendation of Staff: Approval for a four-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions</p> <p>Recommendation of CPC: Approval for a four-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions</p> <p>Z245-109(SM)</p>
Z6.	9	PH	PDV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a government installation other than listed, limited to a police facility, on property zoned MU-3 Mixed Use District, on the south line of Fondren Drive, west of Greenville Avenue</p> <p>Recommendation of Staff: Approval, subject to a site plan and conditions</p> <p>Recommendation of CPC: Approval for a five-year period, subject to a site plan and conditions</p> <p>Z245-110(SM)</p>

ITEM #	DISTRICT	TYPE	DEPT	DOLLARS	DESCRIPTION
Z7.	6	PH	PDV	NC	<p>A public hearing to receive comments regarding an application for (1) an IM Industrial Manufacturing District; and (2) a Specific Use Permit for a potentially incompatible industrial (outside) use, limited to asphalt or concrete batching on property zoned IR Industrial Research District, on northeast corner of Spangler Road and Mañana Drive</p> <p>Recommendation of Staff: Approval for a five-year period, subject to a site plan and conditions</p> <p>Recommendation of CPC: Denial</p> <p>Z234-328(TB)</p>
Z8.	5	PH	PDV	NC	<p>A public hearing to receive comments regarding an application for the termination of Deed Restriction Z834-294 on property zoned a CR Community Retail District, on the south line of Bruton Road, between North Prairie Creek Road and Riverway Drive</p> <p>Recommendation of Staff: Approval</p> <p>Recommendation of CPC: Denial without prejudice</p> <p>Z234-350(LC)</p>
Z9.	2	PH	PDV	NC	<p>A public hearing to receive comments regarding an application for and an ordinance granting a Historic Overlay for the Bianchi House (4503 Reiger Avenue) on property zoned Planned Development District No. 98 (uses in this Planned Development District are limited to residential uses) at the intersection of Reiger Avenue (north side) and North Carroll Avenue</p> <p>Recommendation of Staff: Approval, subject to preservation criteria</p> <p>Recommendation of CPC: Approval, subject to staff and Landmark Commission preservation criteria with a proposed edit</p> <p>Z189-161(RD)</p> <p>Note: This item was deferred by the City Council before opening the public hearing on February 26, 2025, and is scheduled for consideration on April 9, 2025.</p>

TOTAL \$22,062,031.84



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-761A

Item #: 1.

SUBJECT

Approval of Minutes of the March 26, 2025 City Council Meeting



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-993A

Item #: 2.

STRATEGIC PRIORITY: Fiscally Sound
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Attorney's Office
EXECUTIVE: Tammy L. Palomino

SUBJECT

Authorize settlement of the bodily injury claims brought by Jesus Lule in the lawsuit styled, Jesus Lule v. Melvin Williams, Civil Action No. 3:23-CV-00950-L - Not to exceed \$65,000.00 - Financing: Liability Reserve Fund

BACKGROUND

Plaintiff Jesus Lule filed a lawsuit against former Dallas police officer Melvin Williams, seeking compensation for alleged bodily injuries and other damages sustained on July 18, 2021, after Williams used objectively unreasonable force during a police-citizen encounter. The City and Mr. Lule have reached a proposed settlement of his claims, subject to City Council approval. Mr. Lule is represented by James Roberts and Scott H. Palmer, P.C.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

A confidential memorandum regarding this matter will be provided to the City Council on April 4, 2025.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Liability Reserve Fund	\$65,000.00	\$0.00	\$0.00

April 9, 2025

WHEREAS, a lawsuit, styled Jesus Lule v. Melvin Williams, Civil Action No. 3:23-CV-00950-L, was filed by the plaintiff Jesus Lule, seeking compensation from a former Dallas police officer for alleged bodily injuries and other damages sustained on July 18, 2021, during a police-citizen encounter; and

WHEREAS, the plaintiff, Jesus Lule, has agreed to a proposed settlement of his claims whereby the City will pay Jesus Lule, Scott H. Palmer, PC, and all other persons and entities having an interest in the settlement proceeds, the total amount of \$65,000.00; and

WHEREAS, it is in the City's best interest to settle this lawsuit.

Now, Therefore,

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

SECTION 1. That the proposed settlement of the claims filed by Jesus Lule in the lawsuit styled, Jesus Lule v. Melvin Williams, Civil Action No. 3:23-CV-00950-L, in an amount not to exceed \$65,000.00 is hereby approved.

SECTION 2. That the Chief Financial Officer is hereby authorized to pay Jesus Lule, Scott H. Palmer, P.C, and all other persons and entities having an interest in the settlement proceeds, the amount of \$65,000.00 from the Liability Reserve Fund, Fund 0192, Department ORM, Unit 3890, Object 3521, Vendor MVORM001.

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



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-997A

Item #: 3.

STRATEGIC PRIORITY: Fiscally Sound
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Attorney's Office
EXECUTIVE: Tammy L. Palomino

SUBJECT

Authorize settlement of the bodily injury claims brought by Maria Rivera in the lawsuit styled, Maria Rivera v. Mason Hawkins and City of Dallas, Cause No. DC-24-03101 - Not to exceed \$29,000.00 - Financing: Liability Reserve Fund

BACKGROUND

Plaintiff Maria Rivera filed a lawsuit against the City of Dallas and Mason Hawkins, seeking compensation for alleged bodily injuries and other damages sustained in an automobile collision on June 15, 2022, involving a former Dallas Fire-Rescue Department employee operating a city-owned vehicle. Following the dismissal of her claims against Mr. Hawkins, Ms. Rivera and the City reached a proposed settlement of her remaining claims, subject to City Council approval. Ms. Rivera is represented by Lizeth Becerra and Link & Associates.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

A confidential memorandum regarding this matter will be provided to the City Council on April 4, 2025.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Liability Reserve Fund	\$29,000.00	\$0.00	\$0.00

April 9, 2025

WHEREAS, a lawsuit, styled Maria Rivera v. Mason Hawkins and City of Dallas, Cause No. DC-24-03101, was filed by the plaintiff Maria Rivera, seeking compensation from Mason Hawkins and the City of Dallas for alleged bodily injuries and other damages sustained in an automobile collision on June 15, 2022, involving a former Dallas Fire-Rescue Department employee operating a city-owned vehicle; and

WHEREAS, the plaintiff, Maria Rivera, has agreed to a proposed settlement of her claims whereby the City will pay Maria Rivera, Link & Associates, and all other persons and entities having an interest in the settlement proceeds, the total amount of \$29,000.00; and

WHEREAS, it is in the City's best interest to settle this lawsuit.

Now, Therefore,

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

SECTION 1. That the proposed settlement of the claims filed by Maria Rivera in the lawsuit styled, Maria Rivera v. Mason Hawkins and City of Dallas, Cause No. DC-24-03101, in an amount not to exceed \$29,000.00 is hereby approved.

SECTION 2. That the Chief Financial Officer is hereby authorized to pay Maria Rivera, Link & Associates, and all other persons and entities having an interest in the settlement proceeds, the amount of \$29,000.00 from the Liability Reserve Fund, Fund 0192, Department ORM, Unit 3890, Object 3521, Vendor MVORM001.

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



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1044A

Item #: 4.

STRATEGIC PRIORITY: Fiscally Sound
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): N/A
DEPARTMENT: City Attorney's Office
EXECUTIVE: Tammy L. Palomino

SUBJECT

Authorize settlement of the lawsuit styled, Stacy Carson v. City of Dallas, Cause No. DC-23-19500 - Not to exceed \$50,000.00 - Financing: Liability Reserve Fund

BACKGROUND

Plaintiff Stacy Carson filed a lawsuit against the City of Dallas, seeking compensation for alleged bodily injuries and other damages sustained in a motor vehicle collision on December 2, 2021, involving a Dallas Water Utilities Department employee operating a city-owned vehicle. The City and Plaintiff Stacy Carson have reached a proposed settlement of their claims, subject to City Council approval. Plaintiffs are represented by Brian Merka and Merka Law Firm.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

A confidential memorandum regarding this matter will be provided to the City Council on April 4, 2025.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Liability Reserve Fund	\$50,000.00	\$0.00	\$0.00

April 9, 2025

WHEREAS, a lawsuit, styled Stacy Carson v. City of Dallas, Cause No. DC-23-19500 was filed by the plaintiff, Stacy Carson, seeking compensation from the City of Dallas for alleged bodily injuries and other damages sustained in an automobile collision on December 2, 2021, involving a Dallas Water Utilities Department employee operating a city-owned vehicle; and

WHEREAS, the plaintiff, Stacy Carson, has agreed to a proposed settlement of his claims whereby the City will pay Stacy Carson, Merka Law Firm, and all other persons having an interest in the settlement proceeds, the total amount of \$50,000.00; and

WHEREAS, it is in the City's best interest to settle this lawsuit.

Now, Therefore,

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

SECTION 1. That the proposed settlement of the lawsuit styled, Stacy Carson v. City of Dallas, Cause No. DC-23-19500, in an amount not to exceed \$50,000.00, is hereby approved.

SECTION 2. That the Chief Financial Officer is hereby authorized to pay Stacy Carson, Merka Law Firm, and all other persons having an interest in the settlement proceeds, the total amount of \$50,000.00 from Liability Reserve Fund, Fund 0192, Department ORM, Unit 3890, Object 3521, Vendor MVORM001.

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



Agenda Information Sheet

File #: 25-1046A

Item #: 5.

STRATEGIC PRIORITY: Fiscally Sound
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): Citywide
DEPARTMENT: City Controller's Office
EXECUTIVE: Jack Ireland

SUBJECT

An ordinance approving and authorizing the issuance by the City of Dallas of its Waterworks and Sewer System Commercial Paper Notes, Series G, in an aggregate principal amount at any one time outstanding not to exceed \$300,000,000, to provide interim financing to pay Project Costs for Eligible Projects and to refund obligations issued in connection with Eligible Projects; authorizing the issuance and delivery of promissory notes in connection with the issuance, sale and delivery of Commercial Paper Notes, and prescribing the terms, features and characteristics of such instruments; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such Commercial Paper Notes, within the limitations and procedures specified herein; making certain covenants and agreements in connection therewith; resolving other matters incident and related to the issuance, sale, security and delivery of such Commercial Paper Notes, including **(1)** the approval and authorizing the execution of a [Revolving Credit Agreement](#) with Bank of America, N.A.; **(2)** an [Amended and Restated](#) Dealer Agreement with BofA Securities, Inc.; and **(3)** an [Amended and Restated](#) Issuing and Paying Agent Agreement with U.S. Bank [Trust Company](#), National Association in the manner herein provided; and approving the use of an Offering Memorandum in connection with the sale from time to time of such Commercial Paper Notes; and providing an effective date - Total not to exceed \$3,593,000 - Financing: Dallas Water Utilities Fund (\$627,500 upfront closing costs plus annual fee of \$988,500 for a total 3-year cost of \$3,593,000) (subject to annual appropriations)

BACKGROUND

Commercial paper provides interim financing for Dallas Water Utilities (DWU) capital projects. The use of commercial paper permits more cost-efficient use of capital as short-term debt is issued to closely match the amount and timing of the award of capital project contracts. Commercial paper notes are normally sold at rates of interest that are lower than rates available at the same time on long-term debt. Commercial paper issuance is supported by lines of credit from highly rated banks. These lines of credit assure investors that the notes will be paid in the unlikely event that a note cannot be sold to another investor at maturity. Outstanding commercial paper is periodically reduced by refinancing it with long-term debt.

In 1987, City Council authorized an ordinance establishing a commercial paper program as interim financing for Dallas Water Utilities capital improvements for a period of 10 years, ending in September 1997, with a maximum issuance amount of \$100 million. Since 1987, DWU's initial commercial paper program has been reauthorized several times and increased in total size to \$600 million. The existing \$600 million program was authorized in June 2021 to be issued as Series F and Series G notes. Currently, the City is seeking to replace the expired Series G program, previously serviced by State Street Bank and Trust Co., and authorize a new Series G commercial paper program.

The proposed service providers for the Series G program are U.S. Bank [Trust Company](#), N.A. as Issuing and Paying Agent, BofA Securities, Inc. as commercial paper dealer, and Bank of America, N.A. as Liquidity Facility provider.

In October 2024, the Office of Procurement Services issued a Request for Competitive Sealed Proposals (RFCSP) for Commercial Paper Dealer and Liquidity Provider for the City of Dallas Waterworks and Sewer System Commercial Paper Notes, Series G (\$300 million). Based on the size of the program and on recommendation of financial advisors, the City selected one service provider for Commercial Paper Dealer and one service provider for Liquidity Provider.

A five-member evaluation committee was selected from the following departments:

- City Controller's Office (1)
- Dallas Water Utilities (1)
- Department of Aviation (1)
- Financial Advisors (2)

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

- Qualifications/experience of the firm (55%)
- Pricing (40%)
- Local Preference Program (5%)

One successful proposer was selected as Liquidity Provider by the committee on the basis of demonstrated competence and qualifications under the following criteria:

- Qualifications/experience of the firm (45%)
- Bank Ratings (20%)
- Pricing (30%)
- Local Preference Program (5%)

In an informal bid, U.S. Bank, N.A was selected as Commercial Paper Issuing and Paying Agent.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 25, 2014, City Council authorized the issuance of the City of Dallas, Texas Waterworks and Sewer System Series E short term obligations authorizing such short term obligations to be issued, sold and delivered in various forms, including commercial paper notes and a bank note; making

certain covenants and agreements in connection therewith; re-establishing the 10-year tenor of the program by extending the maturity date to September 30, 2024; resolving other matters related to the issuance, sale, security and delivery of such short term obligations, including the re-appointment of U.S. Bank Trust National Association as the Issuing and Paying Agent and authorizing the execution of an Issuing and Paying Agent Agreement, authorizing a Credit Agreement with JPMorgan Chase; and the appointment of Dealer JPMorgan Securities and authorizing the execution of a Commercial Paper Dealer Agreement; approving the payment of issuance costs in connection with the issuance of the short term obligations; approving the use of an Offering Memorandum in connection with the sale of the short term obligations; and providing an effective date by Resolution No. 14-0987; Ordinance No. 29377.

On September 13, 2017, City Council authorized the execution of the First Amendment to Revolving Credit Agreement; execution of the First Amendment to Fee Letter Agreement with JPMorgan Chase Bank, National Association in support of the City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series E; and the execution of agreements pertaining thereto and resolving other matters related thereto by Resolution No. 17-1402.

On September 11, 2019, City Council authorized the execution of the Second Amendment to Revolving Credit Agreement; execution of the Second Amendment to Fee Letter Agreement with JPMorgan Chase Bank, National Association in support of the City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series E; and execution of agreements pertaining thereto and resolving other matters related thereto by Resolution No. 19-1409.

On May 27, 2020, City Council authorized the execution of the Third Amendment to Revolving Credit Agreement with JPMorgan Chase, National Association; in support of the City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series E; and the execution of agreements pertaining thereto and resolving other matters related thereto by Resolution No. 20-0805.

On February 24, 2021, City Council authorized the execution of the Fourth Amendment to Revolving Credit Agreement with JPMorgan Chase Bank, National Association in support of the City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series E; and the execution of agreements pertaining thereto and resolving other matters related thereto by Resolution No. 21-0359.

On June 9, 2021, City Council authorized the issuance by the City of Dallas of its Waterworks and Sewer System Commercial Paper Notes, Series G, in an aggregate principal amount at any one time outstanding not to exceed \$300,000,000, to provide interim financing to pay Project Costs for Eligible Projects and to refund obligations issued in connection with Eligible Projects; authorizing the issuance and delivery of promissory notes in connection with the issuance, sale and delivery of Commercial Paper Notes, and prescribing the terms, features and characteristics of such instruments; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such Commercial Paper Notes, within the limitations and procedures specified herein; making certain covenants and agreements in connection therewith; resolving other matters incident and related to the issuance, sale, security and delivery of such Commercial Paper Notes, including the approval and authorizing the execution of a Credit Agreement with State Street Bank and Trust Company; a Dealer Agreement with BofA Securities, Inc.; and an Issuing and Paying Agent Agreement with U.S. Bank National Association in the manner herein provided; and approving the use of an Offering Memorandum in connection with the sale from time to time of such Commercial Paper Notes; and providing an effective date by Ordinance No. 31886.

On June 26, 2024, City Council authorized the execution of the First Amendment to Revolving Credit Agreement with State Street Bank and Trust Company in support of the City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series G; and the execution of any other agreements pertaining thereto, and resolving other matters related thereto, for a three-month extension from July 8, 2024, to October 4, 2024, by Resolution No. 24-0909.

On September 25, 2024, City Council authorized the execution of the Second Amendment to Revolving Credit Agreement with State Street Bank and Trust Company in support of the City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series G; and the execution of any other agreements pertaining thereto, and resolving other matters related thereto, for a three-month extension from October 4, 2024, to January 2, 2025, by Resolution No. 24-1368.

The City Council will be briefed by memorandum regarding this matter on April 4, 2025.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Dallas Water Utilities Fund	\$1,081,701.00	\$988,500.00	\$1,522,799.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Procurement Category	M/WBE Goal
\$3,593,000.00	Other Services	N/A
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
N/A	N/A	N/A
• This item is Other Services which does not have an availability and disparity goal.		
• Bank of America, N.A. - Non-local; Workforce - 0.00% Local		

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Request for Competitive Sealed Proposal	<ul style="list-style-type: none"> Utilized for high technology procurements, insurance procurements, and other goods and services Recommended offeror whose proposal is most advantageous to the City, considering the relative importance of price, and other evaluation factors stated in the specifications
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| <ul style="list-style-type: none"> • Always involves a team evaluation • Allows for negotiation on contract terms, including price |
|--|

The Office of Procurement Services received the following proposals from solicitation number BEZ25-00026248. We opened them on November 15, 2024. These service provider agreements are being awarded to the most advantageous proposers.

*Denotes successful proposer for Series G

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
<u>Commercial Paper Dealers</u>		
* BofA Securities, Inc.	One Bryant Park New York, New York 10036	92.67%
Jefferies LLC	520 Madison Avenue New York, NY 10022	88.00%
Morgan Stanley	1585 Broadway, 24 th Floor New York, NY 10036	86.67%
J.P. Morgan Securities LLC	383 Madison Avenue, Floor 3 New York, NY 10179	84.00%
Loop Capital Markets LLC	425 South Financial Place Chicago, IL 60605	82.67%
Wells Fargo Securities	30 Hudson Yards, 65th Floor New York, NY 10001	81.00%
U.S. Bancorp	800 Nicollet Mall Minneapolis, MN 55402	75.00%
PNC Capital Markets LLC	300 Fifth Avenue Pittsburgh, PA 15222	68.00%

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
<u>Commercial Paper Liquidity Provider</u>		
*Bank of America, N.A.	One Bryant Park New York, New York 10036	89.80%
Wells Fargo Bank, N.A.	101 North Phillips Avenue Sioux Falls, SD 57104	82.70%
PNC Bank, N.A.	200 Crescent Court, Ste. 400 Dallas, TX 75201	81.50%
U.S. BANK, N.A.	1095 Avenue of the Americas New York, NY 10036	74.97%
JPMorgan Chase Bank	383 Madison Avenue, Floor 3 New York, New York 10179	72.20%

Sumitomo Mitsui Banking Corporation	277 Park Avenue New York, New York 10172	67.53%
Morgan Stanley	1585 Broadway, 16 Floor New York, NY 10036	5.00%

OWNER/EXECUTIVE

Bank of America, N.A. is a wholly owned subsidiary of Bank of America Corporation

Brian Moynihan, Chairman of the Board

Schedule I

Dallas Water Utilities Commercial Paper Program Series G

Estimate of Total Issuance Closing Costs/Annual Fees

	\$ 300,000,000 Series G
<u>CLOSING COSTS</u>	
Co-Bond Counsel	
McCall, Parkhurst & Horton LLP (Vendor 193173)	\$ 130,000
Escamilla & Poneck (Vendor 518903)	60,000
Co-Disclosure Counsel	
Norton Rose Fulbright US LLP (Vendor VC6239)	78,000
Hardwick Law Firm, LLC (Vendor VC29078)	53,463
Co-Financial Advisors	
Hilltop Securities (Vendor VS0000052889)	105,000
Estrada Hinojosa (Vendor 259910)	70,000
Liquidity Facility Counsel Fees	
Chapman and Cutler LLP (Vendor VS88313)	50,000
Dealer Counsel Fees	
Greenberg Traurig (Vendor VC0000000722)	7,500
Issuing and Paying Agent	
US Bank, N.A. (Vendor VS97179)	500
Issuing and Paying Agent Counsel	
Dorsey & Whitney LLP (Vendor 347194)	5,000
Rating Agencies	
FitchRatings (Vendor VC14720)	30,000
Standard & Poor's (Vendor 954974)	23,000
Attorney General Fees	9,500
Attorney General of Texas (Vendor 344989)	
Out of Pocket Expenses	5,537
Total Estimated Closing Costs	627,500
<u>ANNUAL FEES</u>	
Liquidity Facility Fees	
Bank of America, N.A. (Vendor 211068)	950,000
Rating Agencies (Annual surveillance)	
FitchRatings (Vendor VC14720)	15,000
Standard & Poor's (Vendor 954974)	23,000
Issuing and Paying Agent	
US Bank, N.A. (Vendor VS97179)	500
Total Estimated Annual Fees	\$ 988,500
Total Estimated issuance Costs	\$ 3,593,000

STATE OF TEXAS §
COUNTIES OF DALLAS, DENTON, COLLIN, KAUFMAN AND ROCKWALL §
CITY OF DALLAS §

The City Council convened in Regular Meeting on this the 9th day of April, 2025, with the following present:

and with the following absent:

Constituting a quorum, at which time the following, among other business, was transacted:

Councilmember _____ moved to authorize the adoption of an ordinance authorizing the issuance and sale of City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series G; and enacting other provisions in connection therewith.

The motion was seconded by Councilmember _____.

ROLL CALL ON MOTION:

Ayes:

Noes:

Abstaining:

Absent when vote taken:

The Ordinance as passed is as follows:

ORDINANCE NO. _____

AN ORDINANCE approving and authorizing the issuance by the City of Dallas of its Waterworks and Sewer System Commercial Paper Notes, Series G, in an aggregate principal amount at any one time outstanding not to exceed \$300,000,000, to provide interim financing to pay Project Costs for Eligible Projects and to refund obligations issued in connection with Eligible Projects; authorizing the issuance and delivery of promissory notes in connection with the issuance, sale and delivery of Commercial Paper Notes, and prescribing the terms, features and characteristics of such instruments; approving and authorizing certain authorized officers and employees to act on behalf of the City in the selling and delivery of such Commercial Paper Notes, within the limitations and procedures specified herein; making certain covenants and agreements in connection therewith; resolving other matters incident and related to the issuance, sale, security and delivery of such Commercial Paper Notes, including the approval and authorizing the execution of a Credit Agreement, a Dealer Agreement and an Issuing and Paying Agent Agreement in the manner herein provided, and approving the use of an Offering Memorandum in connection with the sale from time to time of such Commercial Paper Notes; and providing an effective date.

THE STATE OF TEXAS :
COUNTIES OF DALLAS, DENTON, COLLIN, KAUFMAN AND ROCKWALL :
CITY OF DALLAS :

WHEREAS, the City of Dallas, Texas (the "City" or the "Issuer") is a "Home-Rule City," acting as such under the Constitution and laws of the State of Texas, and has a population in excess of 50,000; and

WHEREAS, the City currently has outstanding revenue bonds (hereinafter defined as the "Outstanding Prior Lien Bonds") payable from and secured by a first lien on and pledge of "Pledged Revenues," which include the Net Revenues of the System; and

WHEREAS, the ordinances authorizing the Outstanding Prior Lien Bonds reserve to the City the right to issue (i) additional bonds on a parity with the Outstanding Prior Lien Bonds, and (ii) bonds, notes or other obligations payable from and secured by a lien on and pledge of the Pledged Revenues subordinate to the first lien on and pledge of the Pledged Revenues securing the Outstanding Prior Lien Bonds and additional bonds issued on a parity therewith; and

WHEREAS, the City previously adopted Ordinance No. 31886 (the "Existing Ordinance"), authorizing the issuance of City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series G, in an aggregate principal amount at any one time and from time to time outstanding of no greater than \$300,000,000; and

WHEREAS, in connection with the Existing Ordinance, the City entered into a revolving credit agreement (the "State Street Credit Agreement") with State Street Bank and Trust Company ("State Street"), pursuant to which State Street provided liquidity support for \$300,000,000 in principal amount of the notes issued pursuant to the Existing Ordinance; and

WHEREAS, the State Street Credit Agreement expired pursuant to its terms on January 2, 2025, and there are no notes outstanding under the terms of the Existing Ordinance; and

WHEREAS, the City, acting upon the recommendation of its financial advisors, will (i) enter into a revolving credit agreement with Bank of America, N.A. (the "Bank"), pursuant to which the Bank will provide liquidity support for the City's Waterworks and Sewer System Commercial Paper Notes, Series G (the "Series G Commercial Paper Notes") to be issued hereunder and (ii) amend and restate the Existing Ordinance pursuant to this Ordinance to reflect the Bank serving as Liquidity Provider; and

WHEREAS, the commercial paper notes authorized to be issued pursuant to this Ordinance constitute bond anticipation notes which the City intends to retire through the issuance of its revenue bonds; and

WHEREAS, the City Council hereby finds and determines that the issuance of commercial paper notes and promissory notes, subject to the terms, conditions and limitations hereinafter prescribed, should be approved and authorized at this time; and

WHEREAS, the City Council hereby finds and determines that the amendment and restatement of the Existing Ordinance and the issuance of the Series G Commercial Paper Notes under the terms set forth herein is desirable to enable the City to generate economies of scale and to finance improvements and extensions to the System;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS, TEXAS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context shall indicate a contrary meaning or intent, the terms below defined, for all purposes of this ordinance or any ordinance amendatory or supplemental hereto, shall be construed, are used and are intended to have the following meanings, to-wit:

"Act" shall mean Chapter 1371, Texas Government Code.

"Authorized Denomination" shall mean \$100,000 or an integral multiple of \$1,000 in excess of \$100,000.

"Authorized Representative" shall mean one or more of the following officers or employees of the City, acting in concert or individually, to-wit: the Mayor, the City Manager, any Assistant City Manager, the Chief Financial Officer of the City, or such other officer or employee of the City designated in writing by the City Manager or the Chief Financial Officer, and approved by the City Council, to act as an Authorized Representative.

"Bank" shall mean Bank of America, N.A.

"Bond Counsel" shall mean an attorney or firm of attorneys which are nationally recognized as having expertise in the practice of tax-exempt municipal finance law, as approved by the City.

"Business Day" shall mean any day (i) when banks are not required or authorized by law or executive order to be closed in Dallas, Texas, New York, New York or the city in which the

office of the Liquidity Provider at which demands under the Credit Agreement are to be honored is located and (ii) when the New York Stock Exchange is not required or authorized by law or executive order to be closed.

"Chapter 1206" shall mean Chapter 1206, Texas Government Code.

"Chapter 1207" shall mean Chapter 1207, Texas Government Code, as amended.

"Chapter 1502" shall mean Chapter 1502, Texas Government Code, as amended.

"Chapter 2256" shall mean Chapter 2256, Texas Government Code, as amended.

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

"City Council" shall mean the governing body of the City.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Commercial Paper Note" or "Series G Commercial Paper Note" shall mean a commercial paper note issued pursuant to the provisions of this Ordinance, having the terms and characteristics specified in **Section 2.03** hereof and in the form described in **Section 2.05** hereof.

"Commitment" shall have the meaning given to said term in the Credit Agreement.

"Credit Agreement" shall mean the revolving credit agreement approved and authorized to be entered into by **Section 2.14** hereof, as from time to time amended, supplemented or otherwise modified, or other liquidity or credit facility provided in lieu thereof in accordance with the provisions of **Section 4.03(a)** hereof.

"Dealer" shall have the meaning given said term in **Section 3.04** hereof.

"Dealer Agreement" shall mean the agreement with the Dealer approved and authorized to be entered into by **Section 3.04** hereof, and any amendment or supplement thereto.

"Designated Office" shall mean the corporate trust office of the Issuing and Paying Agent where Commercial Paper Notes must be presented and delivered for receipt of payment of the principal amount thereof.

"DTC" shall mean The Depository Trust Company, New York, New York, or any substitute securities depository appointed pursuant to this Ordinance, or any nominee thereof.

"DTC Participant" shall mean a member of, or the participant in, DTC that will act on behalf of a Holder.

"Eligible Investments" shall mean any or all of the authorized investments described in Chapter 2256, which the City may purchase and sell and in which it may invest its funds and funds under its control, consistent with the terms of the City's investment policy.

"Eligible Project" shall mean the acquisition or construction of improvements, additions or extensions to the System, including capital assets and facilities incident and related to the operation, maintenance and administration thereof, all as provided in the Act or Chapter 1502.

"Existing Ordinance" shall have the meaning given said term in the preamble to this Ordinance.

"Fee Agreement" shall mean the Fee Letter Agreement approved and authorized to be entered into by **Section 2.14** hereof, executed by the City and the Bank in connection with the execution and delivery of the Credit Agreement, as from time to time amended, supplemented or otherwise modified.

"Fiscal Year" shall mean any consecutive twelve-month period declared by the City as its fiscal year, which currently runs from October 1 through September 30.

"Gross Revenues" and "Gross Revenues of the System" shall mean all revenues, income, and receipts of every nature derived or received by the City from the operation and ownership of the System, including the interest income from the investment or deposit of money in any fund or account created by the Prior Lien Bond Ordinance, or maintained by the City in connection with the System, other than revenues to be rebated to the United States of America pursuant to section 148 of the Code.

"Holder" or "Noteholder" shall mean any person, firm, association, or corporation who is in possession of any Note drawn, issued or endorsed to such person, firm, association or corporation or to the order of such person, firm, association or corporation or to bearer or in blank.

"Issuing and Paying Agent," "Paying Agent/Registrar" or "Registrar" shall mean the agent the appointment of which is confirmed pursuant to **Section 2.02** hereof, or any successor to such agent.

"Issuing and Paying Agent Agreement" shall mean the agreement with the Issuing and Paying Agent approved and authorized to be entered into by **Section 3.03** hereof, and any amendment or supplement thereto.

"JPMC" shall mean JPMorgan Chase Bank, National Association.

"JPMC Note" shall mean the bank note issued by the City to JPMC in accordance with the terms of the Series F Credit Agreement, as from time to time amended, supplemented or otherwise modified.

"Liquidity Provider" shall mean (i) the Bank, or any subsequent or succeeding party thereto under the terms of the Credit Agreement and (ii) any provider of liquidity support for the Series G Commercial Paper Notes as provided in **Section 2.01** hereof.

"Liquidity Provider Note" shall mean, collectively, the promissory note or notes issued pursuant to the provisions of this Ordinance and the Credit Agreement in evidence of Loans made under the Credit Agreement, having the terms and characteristics contained therein and issued in accordance with the terms thereof, as from time to time amended, supplemented or otherwise modified.

"Loan" shall mean a Revolving Loan or a Term Loan made under and subject to the conditions set forth in the Credit Agreement.

"Master Note" shall mean the "Master Note" as defined in **Section 2.02** hereof.

"Maximum Interest Rate" shall mean 10%.

"Maximum Maturity Date" shall mean September 30, 2045.

"Net Revenues" and "Net Revenues of the System" shall mean all Gross Revenues after deducting and paying the current expenses of operation and maintenance of the System, as required by Section 1502.056, Texas Government Code, including all salaries, labor, materials, interest, repairs, and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised by the adoption of the appropriate resolution, as are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the Prior Lien Bonds, shall be deducted in determining "Net Revenues." Payments made by the City for water supply or treatment of sewage which constitute under the law an operation and maintenance expense shall be considered herein as expenses incurred in the operation and maintenance of the System. Depreciation and any payments to the City in lieu of ad valorem taxes and any other similar payments shall never be considered as an expense of operation and maintenance.

"Note" or "Notes" shall mean the evidence of indebtedness authorized to be issued and at any time Outstanding pursuant to this Ordinance and shall include Commercial Paper Notes (including the Master Note), notes in such other form or forms as shall be approved by the City Council in an ordinance amending this Ordinance, and any Liquidity Provider Note, as appropriate.

"Offering Memorandum" shall mean the Offering Memorandum prepared by the City, for use by the Dealer in connection with the issuance and sale from time to time of the Commercial Paper Notes.

"Outstanding" means when used with respect to the Commercial Paper Notes, as of the date of determination, all Commercial Paper Notes theretofore delivered under this Ordinance, except:

- (1) Commercial Paper Notes theretofore canceled and delivered to the City or delivered to the Issuing and Paying Agent for cancellation;
- (2) Commercial Paper Notes deemed paid pursuant to the provisions of Chapter 1207; and
- (3) Commercial Paper Notes upon transfer, or in exchange for or in lieu, of which other Commercial Paper Notes have been authenticated and delivered pursuant to this Ordinance;

provided, that in determining whether the Holders of the requisite principal amount of Outstanding Commercial Paper Notes have given any request, demand, authorization, direction, notice, consent, or waiver hereunder, any Commercial Paper Note owned by the City shall be deemed to be Outstanding as though it was owned by any other Holder.

"Outstanding Prior Lien Bonds" shall mean the Series 2012A Bonds, the Series 2012B Bonds, the Series 2013 Bonds, the Series 2015A Bonds, the Series 2016A Bonds, the Series

2016B Bonds, the Series 2017 Bonds, the Series 2018A Bonds, the Series 2018B Bonds, the Series 2018C Bonds, the Series 2019A Bonds, the Series 2019B Bonds, the Series 2020A Bonds, the Series 2020B Bonds, the Series 2020C Bonds, the Series 2020D Bonds, the Series 2021A Bonds, the Series 2021B Bonds, the Series 2021C Bonds, the Series 2022A Bonds, the Series 2022B Bonds, the Series 2022C Bonds, the Series 2023A Bonds, the Series 2023C Bonds, the Series 2024 Bonds and the Series 2024C Bonds.

"Pledged Revenues" shall mean

- (1) the Net Revenues, plus
- (2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations, or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter may be pledged to the payment of the Prior Lien Bonds.

"Prior Lien Bond Ordinance" shall mean, collectively, the ordinance authorizing the issuance of the Series 1981 Bonds and the ordinances authorizing the issuance of Prior Lien Bonds on a parity with the Series 1981 Bonds.

"Prior Lien Bonds" shall mean, collectively, the Outstanding Prior Lien Bonds and any bonds issued on a parity therewith.

"Project Costs" shall mean all costs and expenses incurred in relation to Eligible Projects, including, without limitation, design, planning, engineering and legal costs, acquisition costs of land, interests in land, rights-of-way and easements, construction costs, costs of machinery, equipment, and other capital assets incident and related to the operation, maintenance, and administration of an Eligible Project, financing costs, including interest during construction and thereafter, underwriter's discount and/or fees for legal, financial, and other professional services, and reimbursement for such Project Costs attributable to Eligible Projects incurred prior to the issuance of any Commercial Paper Notes.

"Rating Agencies" shall mean Fitch Ratings, Inc. and S&P Global Ratings, and their respective successors and assigns.

"Registration Books" shall mean the "Registration Books" as defined in **Section 2.02** hereof.

"Regulations" shall mean the regulations of the U.S. Department of the Treasury promulgated under the Code or, if applicable, the Internal Revenue Code of 1954.

"Revolving Loan" shall have the meaning given said term in the Credit Agreement.

"Rule" shall have the meaning given said term in **Section 4.11** hereof.

"Series F Commercial Paper Note Ordinance" shall mean Ordinance No. 32761 previously adopted by the City, authorizing the issuance of the Series F Commercial Paper Notes.

"Series F Commercial Paper Notes" shall mean the City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series F, in an aggregate principal amount at any one time and from time to time outstanding of no greater than \$300,000,000.

"Series F Credit Agreement" shall mean the Amended and Restated Revolving Credit Agreement dated as of July 1, 2024 between the City and JPMC, relating to the Series F Commercial Paper Notes.

"Series G Note Construction Account" shall mean the account so designated in **Section 2.11** hereof.

"Series G Note Payment Fund" shall mean the fund so designated in **Section 2.09** hereof.

"Series 1981 Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 1981, dated April 1, 1981, and authorized by ordinance of the City passed April 1, 1981; the term "Series 2012A Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2012A, dated September 19, 2012, and authorized by ordinance of the City passed August 8, 2012; the term "Series 2012B Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Taxable Series 2012B, dated September 19, 2012, and authorized by ordinance of the City passed August 8, 2012; the term "Series 2013 Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2013, dated September 17, 2013, and authorized by ordinance of the City passed August 14, 2013; the term "Series 2015A Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2015A, dated March 25, 2015, and authorized by ordinance of the City passed February 25, 2015; the term "Series 2016A Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2016A, dated July 7, 2016, and authorized by ordinance of the City passed June 15, 2016; the term "Series 2016B Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Taxable Series 2016B, dated July 7, 2016, and authorized by ordinance of the City passed June 15, 2016; the term "Series 2017 Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2017, dated August 17, 2017, and authorized by ordinance of the City passed June 14, 2017; the term "Series 2018A Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2018A, dated April 1, 2018, and authorized by ordinance of the City passed April 11, 2018; the term "Series 2018B Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2018B, dated April 1, 2018, and authorized by ordinance of the City passed April 11, 2018; the term "Series 2018C Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2018C, dated September 26, 2018, and authorized by ordinance of the City passed August 8, 2018; the term "Series 2019A Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2019A, dated April 1, 2019, and authorized by ordinance of the City passed April 10, 2019; the term "Series 2019B Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2019B, dated April 1, 2019, and authorized by ordinance of the City passed April 10, 2019; the term "Series 2020A Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2020A, dated April 1, 2020, and authorized by ordinance of the City passed April 8, 2020; the term "Series 2020B Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2020B, dated April 1, 2020, and authorized by ordinance of the City passed April 8, 2020; the term "Series 2020C Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2020C, dated July 7, 2020, and authorized by ordinance of the

City passed May 27, 2020; the term "Series 2020D Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Taxable Series 2020D, dated July 7, 2020, and authorized by ordinance of the City passed May 27, 2020; the term "Series 2021A Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2021A, dated May 19, 2021, and authorized by ordinance of the City passed April 14, 2021; the term "Series 2021B Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2021B, dated May 19, 2021, and authorized by ordinance of the City passed April 14, 2021; the term "Series 2021C Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2021C, dated September 23, 2021, and authorized by ordinance of the City passed August 11, 2021; the term "Series 2022A Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2022A, dated April 1, 2022, and authorized by ordinance of the City passed April 13, 2022; the term "Series 2022B Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2022B, dated April 1, 2022, and authorized by ordinance of the City passed April 13, 2022; the term "Series 2022C Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2022C, dated September 30, 2022, and authorized by ordinance of the City passed October 26, 2022; the term "Series 2023A Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Refunding Bonds, Series 2023A, dated March 23, 2023, and authorized by ordinance of the City passed January 25, 2023; the term "Series 2023C Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2023C, dated September 30, 2023, and authorized by ordinance of the City passed October 25, 2023; the term "Series 2024C Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2024C, dated September 30, 2024, and authorized by ordinance of the City passed October 23, 2024; and the term "Series 2024 Bonds" shall mean the City of Dallas, Texas Waterworks and Sewer System Revenue Bonds, Series 2024, dated December 19, 2024, and authorized by ordinance of the City passed November 13, 2024.

"Subordinated Obligations" shall mean any bonds, notes, or other obligations issued or contractual obligations incurred pursuant to law payable in whole or in part from the Pledged Revenues and subordinate to the Prior Lien Bonds, the JPMC Note and the Liquidity Provider Note.

"System" shall mean and include the City's combined existing waterworks and sewer system, together with all future extensions, improvements, enlargements, and additions thereto, and all replacements thereof; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not include any waterworks or sewer facilities which are declared not to be a part of the System and which are acquired or constructed by the City with the proceeds from the issuance of "Special Facilities Bonds," which are hereby defined as being special revenue obligations of the City which are not secured by or payable from the Pledged Revenues as defined herein, but which are secured by and payable solely from special contract revenues or payments received from any other legal entity in connection with such facilities; and such revenues or payments shall not be considered as or constitute Gross Revenues of the System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such "Special Facilities Bonds".

"Term Loan" shall have the meaning given said term in the Credit Agreement.

Section 1.02. Construction of Terms Utilized in this Ordinance. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the

masculine, feminine or neuter gender shall be considered to include the other genders. For all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. References to any named person means that party and its successors and assigns, whether said person is serving in an acting, interim or permanent capacity. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Certain terms not defined herein shall have the meaning given said terms in the Credit Agreement.

ARTICLE II

AUTHORIZATION OF NOTES

Section 2.01. General Authorization. Pursuant to authority conferred by and in accordance with the provisions of the Constitution and laws of the State of Texas, particularly the Act, Commercial Paper Notes shall be and are hereby authorized to be issued in an aggregate principal amount not to exceed **THREE HUNDRED MILLION DOLLARS (\$300,000,000)** at any one time Outstanding for the purpose of financing Project Costs of Eligible Projects and to refinance, renew or refund Notes, Prior Lien Bonds, Subordinated Obligations and any other authorized obligations of the System, including interest thereon, all in accordance with and subject to the terms, conditions, and limitations contained herein.

In connection with the issuance of Commercial Paper Notes, a Liquidity Provider Note is hereby authorized to be issued and shall initially be issued in the initial aggregate principal amount of **THREE HUNDRED TWENTY TWO MILLION ONE HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED EIGHTY ONE DOLLARS (\$322,191,781)**, reflecting the maximum principal amount of Commercial Paper Notes that may be issued plus interest thereon, calculated on the basis of a 365-day year, for two hundred seventy (270) days at the Maximum Interest Rate, for the purpose of evidencing Loans to retire Commercial Paper Notes; all in accordance with and subject to the terms, conditions and limitations contained herein and, with respect to the Liquidity Provider Note, the Credit Agreement.

For purposes of this **Section 2.01**, any portion of Outstanding Notes to be paid from money on deposit in the Series G Note Payment Fund held by the Issuing and Paying Agent on the day of calculation and from the available proceeds of Notes, Prior Lien Bonds or Subordinated Obligations or other obligations of the City issued on the day of calculation shall not be considered Outstanding. The authority to issue Commercial Paper Notes from time to time under the provisions of this Ordinance shall exist until the Maximum Maturity Date, regardless of whether prior to the Maximum Maturity Date there are at any time no Commercial Paper Notes Outstanding. Anything to the contrary herein notwithstanding, Commercial Paper Notes may not be issued to refinance or refund Prior Lien Bonds without the prior approval of the City Council.

Anything in this Ordinance to the contrary notwithstanding, in connection with the refinancing or refunding of Notes, Prior Lien Bonds, Subordinated Obligations and any other authorized obligations of the System, including interest thereon, such Notes, Prior Lien Bonds, Subordinated Obligations and any other authorized obligations of the System shall qualify as "obligations," as such term is defined in the Act at the time any such refinancing or refunding occurs. Further, any such refunding or refinancing, other than a simultaneous refunding, of

Notes, Prior Lien Bonds, Subordinated Obligations and other obligations of the System, to the extent then required by applicable law, shall be by means of a gross defeasance established at the time of the issuance of the refunding Commercial Paper Notes, and the selection of Notes, Prior Lien Bonds, Subordinated Obligations and any other authorized obligations of the System to be so refunded or refinanced shall be made in the manner as determined by the City Council.

Section 2.02. Terms Applicable to Notes - General. Subject to the limitations contained herein, Commercial Paper Notes herein authorized shall be dated as of their date of issuance or prior thereto, but within thirty (30) days of the date of issuance (the "Note Date"), as determined by an Authorized Representative; shall bear interest at such fixed rate or rates per annum computed on the basis of actual days elapsed and a 365-day or 366-day year, as may be applicable (but in no event in any case to exceed the Maximum Interest Rate) as may be determined by an Authorized Representative and all Commercial Paper Notes authorized herein shall mature on the earlier of (i) the date that is one Business Day prior to the expiration of the related Credit Agreement or (ii) on or prior to the Maximum Maturity Date.

Subject to the Maximum Interest Rate limitation, Commercial Paper Notes authorized to be issued hereunder without a fixed numerical rate of interest for the term thereof shall bear interest in accordance with any clearly stated formula or method of calculation as determined by an Authorized Representative and such formula or method of calculation shall be set forth in the Commercial Paper Note.

Subject to applicable terms, limitations and procedures contained herein, Commercial Paper Notes may be sold in such manner at public or private sale and at par (within the interest rate restrictions provided herein) as an Authorized Representative shall approve at the time of the sale thereof.

U.S. Bank Trust Company, National Association, New York, New York, is hereby selected and appointed to serve as Issuing and Paying Agent, Paying Agent/Registrar and Registrar for the Commercial Paper Notes, and the City covenants and agrees to keep and maintain with the Registrar at its Designated Office books and records (the "Registration Books") for the registration, payment, transfer and exchange of the Commercial Paper Notes, all as provided herein and in such reasonable rules and regulations as the Registrar may prescribe. The City covenants to maintain and provide a Registrar at all times while the Commercial Paper Notes are Outstanding, which shall be a national or state banking association or corporation or trust company organized and doing business under the laws of the United States of America or of any state and authorized under such laws to exercise trust powers. Should a change in the Paying Agent/Registrar for the Commercial Paper Notes occur, the City agrees to promptly cause a written notice thereof to be (i) sent to each registered owner of the Commercial Paper Notes then Outstanding by United States mail, first-class postage prepaid, and (ii) published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two calendar weeks; provided, however, the publication of such notice shall not be required if notice is sent to each Holder of the Commercial Paper Notes. Such notice shall give the address of the successor Paying Agent/Registrar. A successor Paying Agent/Registrar may be appointed by the City without the consent of the Holders.

The Commercial Paper Notes shall be issued in registered form, without coupons; provided, however, Commercial Paper Notes may be registered to bearer. The principal of and interest on the Commercial Paper Notes shall be payable in lawful money of the United States of America, without exchange or collection charges to the Holder of the Commercial Paper Note; the principal thereof to be payable upon presentation and surrender of the Commercial Paper

Note at the Designated Office of the Issuing and Paying Agent and interest thereon to be payable to the registered owner thereof (when registered other than to bearer) either (i) by check sent by United States mail, first-class postage prepaid, to the address of the registered owner appearing on the Registration Books of the City maintained by the Registrar or (ii) by such other method, acceptable to the Issuing and Paying Agent, requested by the Holder, but interest on a Commercial Paper Note registered to bearer shall be payable only upon presentation of the Commercial Paper Note at the Designated Office of the Issuing and Paying Agent.

A copy of the Registration Books and any change thereto shall be provided to the City by the Paying Agent/Registrar, by means of telecommunications equipment or such other means as may be mutually agreeable thereto, within two (2) Business Days of the opening of such Registration Books or any change therein, as the case may be.

The City and the Paying Agent/Registrar may treat the bearer (in the case of Commercial Paper Notes so registered) or the registered payee thereof as the absolute owner of any Commercial Paper Note for the purpose of receiving payment thereof and for all purposes, and the City and the Paying Agent/Registrar shall not be affected by any notice or knowledge to the contrary.

If an Authorized Representative determines that it is possible and desirable to provide for a book-entry only system of Commercial Paper Note registration with DTC, such Authorized Representative, acting for and on behalf of the City, is hereby authorized to approve, execute, and deliver a Letter of Representations to DTC and to enter into such other agreements and execute such instruments as are necessary to implement such book-entry only system, such approval to be conclusively evidenced by the execution thereof by said Authorized Representative. Under the initial book-entry only system with DTC, no physical Commercial Paper Note certificates will be delivered to DTC. The execution and delivery to the Issuing and Paying Agent, as custodian for DTC, of a master note (the "Master Note") with respect to the Commercial Paper Notes, is hereby authorized and approved. Except as provided herein, the ownership of the Commercial Paper Notes shall be registered in the name of Cede & Co., as nominee of DTC, which will serve as the initial securities depository for the Commercial Paper Notes. Ownership of beneficial interests in the Commercial Paper Notes shall be shown by book-entry on the system maintained and operated by DTC and DTC Participants, and transfers of ownership of beneficial interests shall be made only by DTC and the DTC Participants by book-entry, and the City and the Issuing and Paying Agent shall have no responsibility therefor. DTC will be required to maintain records of the positions of the DTC Participants in the Commercial Paper Notes, and the DTC Participants and persons acting through the DTC Participants will be required to maintain records of the purchasers of beneficial interests in the Commercial Paper Notes. During any period when a book-entry only system is in effect, except as provided above in this paragraph, the Commercial Paper Notes shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository.

With respect to Commercial Paper Notes registered in the name of DTC or its nominee, neither the City nor the Issuing and Paying Agent shall have any responsibility or obligation to any DTC Participant or to any person on whose behalf a DTC Participant holds an interest in the Commercial Paper Notes. Without limiting the immediately preceding sentence, neither the City nor the Issuing and Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or any DTC Participant with respect to any ownership interest in the Commercial Paper Notes, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Commercial Paper Notes, as shown on the

Registration Books, of any notice with respect to the Commercial Paper Notes, and (iii) the payment to any DTC Participant or any other person, other than a registered owner of the Commercial Paper Notes, as shown in the Registration Books, of any amount with respect to principal of or interest on the Commercial Paper Notes.

Whenever, during the term of the Commercial Paper Notes, the beneficial ownership thereof is determined by a book entry at DTC, the requirements in this Ordinance of holding, registering, delivering, exchanging, or transferring the Commercial Paper Notes shall be deemed modified to require the appropriate person or entity to meet the requirements of DTC as to holding, registering, delivering, exchanging, or transferring the book-entry to produce the same effect.

The City or DTC each may determine to discontinue the book-entry only system and in such case, unless a new book-entry only system is put in place, physical certificates in the form set forth in **Section 2.05** shall be provided to the beneficial owners thereof.

If at any time, DTC ceases to hold the Commercial Paper Notes, all references herein to DTC shall be of no further force or effect.

Whenever the beneficial ownership of the Commercial Paper Notes is determined by a book-entry at DTC, delivery of Commercial Paper Notes for payment at maturity shall be made pursuant to DTC's payment procedures as are in effect from time to time and the DTC Participants shall transmit payment to beneficial owners whose Commercial Paper Notes have matured. The City and each of the Issuing and Paying Agent, the Liquidity Provider and the Dealer are not responsible for transfer of payment to the DTC Participants or beneficial owners.

Section 2.03. Commercial Paper Notes. Under and pursuant to the authority granted hereby and subject to the limitations contained herein, Commercial Paper Notes to be designated "**City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series G**" are hereby authorized to be issued and sold and delivered from time to time in such principal amounts as determined by an Authorized Representative in Authorized Denominations, numbered in ascending consecutive numerical order in the order of their issuance and to mature and become due and payable on such dates as an Authorized Representative shall determine at the time of sale; provided, however, that no Commercial Paper Note shall (i) mature after (A) the date that is one Business Day prior to the expiration of the Credit Agreement or (B) the Maximum Maturity Date, (ii) have a term in excess of two hundred seventy (270) calendar days or (iii) be issued in a manner that would cause the City to violate the covenants set forth in **Section 4.01** hereof.

Interest, if any, on Commercial Paper Notes shall be payable at maturity with principal.

Section 2.04. Liquidity Provider Note. Under and pursuant to authority granted hereby and subject to the limitations contained herein and in the Credit Agreement, a promissory note to be designated the "Liquidity Provider Note," as herein provided, are hereby authorized and approved in accordance with the terms of this Ordinance, the Credit Agreement and the form thereof set forth in the Credit Agreement.

Section 2.05. Form of Commercial Paper Notes. The Commercial Paper Notes and the Certificate of Authentication to appear on each of the Commercial Paper Notes shall be substantially in the forms set forth in this section with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance and may have

such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements thereon as may, consistently herewith, be approved by an Authorized Representative. Any portion of the text of any Commercial Paper Notes may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Commercial Paper Notes. The form of Commercial Paper Note may be revised to reflect the City exercising the authority reserved in **Section 4.03(b)** hereof to provide that a Commercial Paper Note may not be supported by a liquidity and/or credit facility.

The Commercial Paper Notes shall be printed, lithographed, or engraved or produced in any other similar manner, or typewritten, all as determined and approved by an Authorized Representative.

Form of Commercial Paper Note:

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF DALLAS, TEXAS
WATERWORKS AND SEWER SYSTEM
COMMERCIAL PAPER NOTE,
SERIES G

No.:	_____	Note Date:	_____
Principal Amount:	_____	Maturity Date:	_____
Interest to Maturity:	_____	Number of Days:	_____
Due at Maturity:	_____	Interest Rate (%):	_____

Owner: _____

The City of Dallas (the "City"), in Dallas, Denton, Collin, Kaufman and Rockwall Counties, State of Texas, FOR VALUE RECEIVED, hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the order of the party specified above on the maturity date specified above, the principal sum specified above and to pay interest, if any, on said principal amount at said maturity date, from the above specified note date to said maturity date at the per annum interest rate shown above (computed on the basis of actual days elapsed and a 365-day or 366-day year, as applicable); both principal and interest on this Note being payable in lawful money of the United States of America at the designated corporate trust office of the Issuing and Paying Agent executing the "Certificate of Authentication" endorsed hereon and appearing below, or its successor. No interest will accrue on the principal amount hereof after said maturity date. Defined terms used herein shall have the same meaning given to said terms in the hereinafter defined Ordinance, unless the context of the use of such term indicates otherwise. The interest rate borne by this Note shall not exceed the Maximum Interest Rate.

This Note is one of an issue of Commercial Paper Notes which, together with other forms of short term obligations, including the below referenced Liquidity Provider Note, has been duly authorized and issued in accordance with the provisions of an ordinance (the "Ordinance") passed by the City Council of the City for the purpose of financing Project Costs of Eligible Projects for the System; to refund obligations issued in connection with an Eligible Project; and

to refinance, renew or refund Notes, Prior Lien Bonds, Subordinated Obligations and any other authorized obligations of the System, including interest thereon, in accordance with the provisions of the Ordinance; all in accordance and in strict conformity with the provisions of the Act.

This Commercial Paper Note, together with the other Commercial Paper Notes, is payable from and equally secured by a lien on and pledge of (i) the proceeds from (a) the sale of other Commercial Paper Notes issued for such purpose and (b) the sale of a series or issue of Prior Lien Bonds or Subordinated Obligations to be issued by the City for such purpose, (ii) loans made under and pursuant to the Credit Agreement between the City and the Liquidity Provider pursuant to which the Liquidity Provider has agreed to provide liquidity to the City for the Commercial Paper Notes, which loans are to be evidenced by a Liquidity Provider Note, and (iii) amounts in certain funds and accounts established pursuant to the Ordinance.

This Commercial Paper Note, together with the other Commercial Paper Notes, is payable solely from the sources hereinabove identified securing the payment thereof, and the Commercial Paper Notes do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any other property of the City or the System. The holder hereof shall never have the right to demand payment of this obligation from taxation or any other sources or properties of the City except as identified above.

It is hereby certified and recited that all acts, conditions and things required by law and the Ordinance to exist, to have happened and to have been performed precedent to and in the issuance of this Commercial Paper Note, do exist, have happened and have been performed in regular and in due time, form and manner as required by law and that the issuance of this Commercial Paper Note, together with all other Commercial Paper Notes, is not in excess of the principal amount of Commercial Paper Notes permitted to be issued under the Ordinance.

This Commercial Paper Note has all the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

This Commercial Paper Note shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Commercial Paper Note shall have been authenticated by the execution by the Issuing and Paying Agent of the Certificate of Authentication hereon.

IN TESTIMONY WHEREOF, the City Council has caused the seal of the City to be duly impressed or placed in facsimile hereon, and this Note to be signed with the imprinted facsimile signature of the City Manager and attested by the facsimile signature of the City Secretary.

City Secretary, City of Dallas

City Manager, City of Dallas

(SEAL)

ISSUING AND PAYING AGENT'S
CERTIFICATE OF AUTHENTICATION

This Commercial Paper Note is one of the Commercial Paper Notes delivered pursuant to the within mentioned Ordinance.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Issuing and Paying Agent

By: _____
Authorized Signatory

If Commercial Paper Notes are issued in book-entry only form pursuant to **Section 2.02**, they shall be issued in the form of the Master Note approved by the City Council pursuant to this Ordinance, to which there shall be attached the form of Commercial Paper Note as prescribed above, and it is hereby declared that the provisions of the Commercial Paper Note as prescribed above are incorporated into and shall be a part of the Master Note. It is further provided that this Ordinance and the form of Commercial Paper Note prescribed above shall constitute the "underlying records" referred to in the Master Note. Notwithstanding the provisions of **Section 2.06**, the Master Note may be executed on behalf of the City with the manual signature of the City Manager or the Chief Financial Officer of the City.

Section 2.06. Execution - Authentication. Under authority granted by Section 1371.055, Texas Government Code, the Commercial Paper Notes shall be executed on behalf of the City by the City Manager, and attested by the City Secretary under its seal reproduced or impressed thereon, all as provided in **Section 2.05** hereof. The signatures of said officers on the Commercial Paper Notes may be manual or facsimile. Commercial Paper Notes bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the date of passage of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of the initial sale and delivery of Commercial Paper Notes authorized to be issued hereunder or at the time Commercial Paper Notes are delivered in subsequent sales, exchanges and transfers, all as authorized and provided in Chapter 1206 and Section 1371.055, Texas Government Code.

No Commercial Paper Note shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Commercial Paper Note a certificate of authentication executed by the Paying Agent/Registrar by manual signature, or, in the case of the Master Note, the Paying Agent/Registrar has executed the Master Note, and the execution of any Commercial Paper Note by the Paying Agent/Registrar shall be conclusive evidence, and the only evidence, that such Commercial Paper Note has been duly certified or registered and delivered.

Section 2.07. Notes Mutilated, Lost, Destroyed or Stolen. If any Note shall become mutilated, the City, at the expense of the Holder of said Note, shall execute and deliver a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the City of the Note so mutilated. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the

expense of the owner, shall execute and deliver a new Note of like tenor in lieu of and in substitution for the Note so lost, destroyed or stolen. Neither the City nor the Paying Agent/Registrar shall be required to treat both the original Note and any duplicate Note as being Outstanding for the purpose of determining the principal amount of Notes which may be issued hereunder, but both the original and the duplicate Note shall be treated as one and the same.

Section 2.08. Negotiability, Registration and Exchangeability. The obligations issued hereunder shall be, and shall have all of the qualities and incidents of, a negotiable instrument under the laws of the State of Texas, and each successive holder, in accepting any of the obligations, shall be conclusively deemed to have agreed that such obligations shall be and have all of the qualities and incidents of a negotiable instrument under the laws of the State of Texas.

The Registration Books relating to the registration, payment and transfer or exchange of the Commercial Paper Notes shall at all times be kept and maintained by the City at the Designated Office of the Registrar, and the Registrar shall obtain, record and maintain in the Registration Books the name and address of each registered owner of the Commercial Paper Notes, except for Commercial Paper Notes registered to bearer, issued under and pursuant to the provisions of this Ordinance, and the Registrar further shall provide such information to the City as described in **Section 2.02** hereof. Any Commercial Paper Note may, in accordance with its terms and the terms hereof, be transferred or exchanged for Commercial Paper Notes of like tenor and character and of other authorized denominations upon the Registration Books by the Holder in person or by the duly authorized agent thereof, upon surrender of such Commercial Paper Note to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by the duly authorized agent thereof, in form satisfactory to the Registrar.

Upon surrender for transfer of any Commercial Paper Note at the Designated Office of the Registrar, the Registrar shall register and deliver, in the name of the designated transferee or transferees (or to bearer, as appropriate), one or more new Commercial Paper Notes executed on behalf of, and furnished by, the City of like tenor and character and of Authorized Denominations and having the same maturity, bearing interest at the same rate or rates and of a like aggregate principal amount as the Commercial Paper Note or Commercial Paper Notes surrendered for transfer.

Furthermore, Commercial Paper Notes may be exchanged for other Commercial Paper Notes of like tenor and character and of authorized denominations and having the same maturity, bearing the same rate or rates of interest and of like aggregate principal amount as the Commercial Paper Notes surrendered for exchange, upon surrender of the Commercial Paper Notes to be exchanged at the Designated Office of the Registrar. Whenever any Commercial Paper Notes are so surrendered for exchange, the Registrar shall register and deliver new Commercial Paper Notes of like tenor and character as the Commercial Paper Notes exchanged, executed on behalf of, and furnished by, the City to the Holder requesting the exchange.

The City and the Registrar may charge the Noteholder a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer. The Registrar or the City may also require payment from the Holder of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Commercial Paper Note shall be delivered.

New Commercial Paper Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Commercial Paper Notes surrendered, shall be secured by this Ordinance and shall be entitled to all of the security and benefits hereof to the same extent as the Commercial Paper Notes surrendered.

The City reserves the right to change the above registration and transferability provisions of the Commercial Paper Notes at any time on or prior to the delivery thereof in order to comply with applicable laws and regulations of the United States in effect at the time of issuance thereof.

Section 2.09. Series G Note Payment Fund. The City Council hereby reaffirms the separate and special fund designated as the "**City of Dallas, Texas Waterworks and Sewer System Series G Note Payment Interest and Sinking Fund**" (the "Series G Note Payment Fund"), which was created and established pursuant to the Existing Ordinance. Moneys on deposit in the Series G Note Payment Fund shall be used only to pay the principal of and interest on Commercial Paper Notes at the respective interest payment and maturity dates of each issue thereof as provided herein and the repayment of any Loans made pursuant to the Credit Agreement (evidenced by the Liquidity Provider Note). Amounts remaining in the Series G Note Payment Fund not then necessary for the purposes thereof may be transferred to the Series G Note Construction Account (created pursuant to **Section 2.11** hereof) upon request of an Authorized Representative.

Additionally all proceeds of Revolving Loans shall be deposited into the Series G Note Payment Fund and used to pay the principal of and interest on the Commercial Paper Notes.

The Issuing and Paying Agent shall not have a lien on the Series G Note Payment Fund.

Pending the expenditure of moneys in the Series G Note Payment Fund for authorized purposes, moneys deposited therein may be invested at the direction of the Chief Financial Officer of the City or the designee thereof in Eligible Investments; provided, that moneys received from a Liquidity Provider and moneys received in connection with a rollover of Commercial Paper Notes shall remain uninvested. Any income received from such investments shall be credited to the Revenue Fund, as established in the Prior Lien Bond Ordinance, and shall not, for purposes of this Ordinance, be considered an amount held in the Series G Note Payment Fund.

Section 2.10. Pledge; Payments. The Notes are obligations of the City payable from and secured solely by the funds pledged therefor pursuant to this Ordinance. The City agrees to make payments into the Series G Note Payment Fund at such times and in such amounts as are necessary to provide for the full payment of the principal of and the interest on the Notes when due.

To provide security for the payment of the principal of and interest on the Notes and any other amounts due under the Credit Agreement as the same shall become due and payable, there is hereby granted a lien on and pledge of, subject only to the provisions of this Ordinance permitting the application thereof for purposes and on the terms and conditions set forth herein, (i) the proceeds from (a) the sale of Prior Lien Bonds or Subordinated Obligations issued for such purpose and (b) the sale of other Notes issued pursuant to this Ordinance for such purpose, (ii) Revolving Loans, (iii) the amounts held in the Series G Note Payment Fund until the amounts deposited therein are used for authorized purposes (provided, however, amounts in the Series G Note Payment Fund attributable to and derived from Revolving Loans shall be used

only to pay, prior to any application to the payment of the Liquidity Provider Note, the principal of and interest on the Commercial Paper Notes in full), and (iv) the amounts remaining on deposit in the Series G Note Construction Account after the payment of all Project Costs, and it is hereby declared that the principal of and interest on the Notes and any other amounts due under the Credit Agreement shall be and are hereby equally and ratably secured by and payable from a lien on and pledge of the sources hereinabove identified in clauses (i), (ii), (iii) and (iv) subject and subordinate only to the exceptions noted therein.

Additionally, to provide security for the payment of the principal of and interest on each Liquidity Provider Note and other amounts due under the Credit Agreement as the same shall become due and payable, there is hereby granted to the Liquidity Provider a lien on and pledge of the Pledged Revenues, subject only to the provisions of this Ordinance permitting the application thereof for purposes and on the terms and conditions set forth herein, and the provisions of the Series F Credit Agreement, such lien on and pledge of the Pledged Revenues, however, being subordinate only to the lien on and pledge of the Pledged Revenues in support of the Prior Lien Bonds and the debt service and reserve funds relating thereto. As provided in the Credit Agreement, the lien on and pledge of the Pledged Revenues in support of the Liquidity Provider Note shall be on parity with the lien on and pledge of the Pledged Revenues in support of the JPMC Note.

Unless the Liquidity Provider Note is paid from the proceeds of Commercial Paper Notes, or Prior Lien Bonds or Subordinated Obligations issued for such purpose, or amounts available in the Series G Note Payment Fund or the Series G Note Construction Account, all as described above, such payments are to be made from Pledged Revenues on deposit in the "Liquidity Provider Note Account" in accordance with **Section 4.02** hereof.

Section 2.11. Series G Note Construction Account. The City Council hereby reaffirms the separate account designated as the "**City of Dallas, Texas Waterworks and Sewer System Series G Note Construction Account**" (the "Series G Note Construction Account"), which was created and established pursuant to the Existing Ordinance. The Series G Note Construction Account shall be held by the City with the City's depository bank, currently Bank of America, N.A. The City shall account for moneys deposited into the Series G Note Construction Account from Commercial Paper Notes issued. Moneys deposited in the Series G Note Construction Account shall remain therein until from time to time expended to pay for Project Costs, and to refund Notes issued in connection with Eligible Projects and shall not be used for any other purposes whatsoever, except as otherwise provided below, and pending such expenditure, moneys therein may be invested at the direction of the Chief Financial Officer of the City or the designee thereof in Eligible Investments. Any income received from such investments (except as otherwise required to be rebated to the United States of America in accordance with the provisions of **Section 4.06** hereof) shall be deposited, as received, into the Revenue Fund established by the Prior Lien Bond Ordinance and shall not, for purposes of this Ordinance, be considered an amount held in the Series G Note Construction Account.

Any amounts on deposit in the Series G Note Construction Account designated by an Authorized Representative as eligible to pay interest during construction and up to one year after construction is completed may be transferred from time to time at the direction of an Authorized Representative to the credit of the Series G Note Payment Fund from which proceeds of Commercial Paper Notes were deposited to the Series G Note Construction Account, for use in accordance with the terms of **Section 2.09** hereof.

Any amounts remaining in the Series G Note Construction Account after the payment of all Project Costs shall be paid into the Series G Note Payment Fund and used for the payment of such maturities of the Commercial Paper Notes coming due at such times as may be selected by an Authorized Representative or for the payment of the Liquidity Provider Note, as the case may be.

In the event no Commercial Paper Notes are Outstanding and there are no outstanding Loans, any amounts in the Series G Note Construction Account not anticipated to be needed to pay Project Costs shall be transferred to the Debt Service Fund established by the Prior Lien Bond Ordinance.

Section 2.12. Cancellation. All Commercial Paper Notes which at maturity are surrendered to the Paying Agent/Registrar for the collection of the principal and interest thereof or are surrendered for transfer or exchange pursuant to the provisions hereof shall, upon payment or issuance of new Commercial Paper Notes, be cancelled by the Paying Agent/Registrar, and the Paying Agent/Registrar forthwith shall transmit to the City a certificate identifying such Commercial Paper Notes and that such Commercial Paper Notes have been duly cancelled and destroyed.

Section 2.13. Fiscal and Other Agents. In furtherance of the purposes of this Ordinance, the City may from time to time appoint and provide for the payment of such additional fiscal, paying or other agents or trustees as it may deem necessary or appropriate in connection with the Notes.

Section 2.14. Credit Agreement. The Credit Agreement and the related Fee Agreement, substantially in the forms attached hereto as **Exhibit A**, are hereby approved, and shall be entered into with the Liquidity Provider. The Liquidity Provider Note, substantially in the form contained in the Credit Agreement, are approved with the interest rate payable thereon to be determined as set forth therein. The City Manager or any Assistant City Manager is hereby authorized to execute and deliver the Credit Agreement, the Fee Agreement, and any Liquidity Provider Note, and the City Secretary or an Assistant City Attorney is authorized to attest and to place the City seal thereon. The City Council finds that the execution of the Credit Agreement is in the best interests of the City in administering the issuance of the Series G Commercial Paper Notes. The fee schedule set forth in the Fee Agreement is approved.

Section 2.15. Funds Secured. Moneys in all such funds and accounts established by this Ordinance, to the extent not invested as permitted hereunder, shall be secured in the manner prescribed by law for securing funds of the City.

Section 2.16. Application of Prior Covenants. The covenants and agreements (to the extent the same are not inconsistent herewith) contained in the Prior Lien Bond Ordinance are hereby incorporated herein by reference and shall be deemed to be for the benefit and protection of each Liquidity Provider Note and the Holder thereof in like manner as applicable to the Prior Lien Bonds; provided, however, in the event of any conflict between the terms, covenants and agreements contained herein and the terms, covenants and agreements contained in the Prior Lien Bond Ordinance, the provisions of the Prior Lien Bond Ordinance shall control over the provisions hereof. Specifically, consistent with the provisions of the Prior Lien Bond Ordinance, if any property or facilities comprising all or a part of a system within the System are sold or exchanged, the acquisition, improvement or extension of such system having not been financed by the City in any manner with the proceeds of Prior Lien Bonds, or with the proceeds of obligations which were refunded in whole or in part with the proceeds of Prior Lien Bonds, then

the City may utilize the proceeds of such sale or exchange for any lawful purpose not inconsistent with the City Charter of the City.

ARTICLE III

ISSUANCE AND SALE OF NOTES

Section 3.01. Issuance and Sale of Commercial Paper Notes. (a) Commercial Paper Notes shall be completed and delivered by the Issuing and Paying Agent in accordance with telephonic, electronic or written instructions of the Authorized Representative and in the manner specified below and in the Issuing and Paying Agent Agreement. To the extent such instructions are not written, they shall be confirmed in writing by the Authorized Representative within twenty-four (24) hours. The instructions shall specify the Commercial Paper Notes to be sold and the principal amounts, dates of issue, maturities, rates of interest, or the formula or method of calculating interest and the basis upon which it is to be computed, and other terms and conditions which are hereby authorized and permitted to be fixed by the Authorized Representative at the time of sale of such Commercial Paper Notes. The instructions shall include the purchase price of such Commercial Paper Notes, and, if such Commercial Paper Notes are not held in accordance with a book-entry only system, a request that the Issuing and Paying Agent authenticate such Commercial Paper Notes by counter signature of its authorized officer or employee and deliver them to the named purchaser or purchasers thereof upon receipt of payment in accordance with the custom then prevailing in the New York financial market in regard to such Commercial Paper Notes. The rules of the New York Clearinghouse shall apply thereto. The instructions shall also contain provisions representing that all action on the part of the City necessary for the valid issuance of the Commercial Paper Notes then to be issued has been taken, that all provisions of Texas and federal law necessary for the valid issuance of such Commercial Paper Notes with provision for interest exemption from federal income taxation have been complied with, if applicable, and that such Commercial Paper Notes in the hands of the Holders thereof will be valid and enforceable obligations of the City according to their terms, subject to the exercise of judicial discretion in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that, if applicable, based upon the advice of Bond Counsel, the stated interest on the Commercial Paper Notes is exempt from federal income taxation. The instructions shall also certify that:

(i) no Event of Default under **Section 5.01** hereof has occurred and is continuing as of the date of such instructions and that the Issuing and Paying Agent has not received a Non-Issuance Instruction (as defined in the Credit Agreement);

(ii) the City has been advised by Bond Counsel that the projects to be financed with the proceeds of the Commercial Paper Notes will constitute Eligible Projects or that the obligations to be refunded were issued in connection with Eligible Projects;

(iii) the City is in compliance with the covenants set forth in **Article IV** hereof as of the date of such instructions;

(iv) the City has been advised by Bond Counsel that the proposed expenditure of the proceeds of such Commercial Paper Notes for such projects and the refunding of such Commercial Paper Notes issued for such projects will not cause the City to be in violation of its covenants set forth in **Section 4.06** hereof; and

(v) the sum of the interest payable on such Commercial Paper Note will not exceed a yield (calculated on the principal amount of the Commercial Paper Note on the basis of actual number of days elapsed, and a 365-day or 366-day year, as may be applicable) to the maturity date of such Commercial Paper Note in excess of the Maximum Interest Rate.

(b) The Liquidity Provider Note shall be delivered to the Liquidity Provider, and indebtedness may be incurred thereunder, all in accordance with the terms of the Credit Agreement.

Section 3.02. Proceeds of Sale of Commercial Paper Notes. The proceeds of the sale of any Commercial Paper Notes (net of all expenses and costs of sale and issuance) shall be applied for any or all of the following purposes as directed by an Authorized Representative:

(i) Proceeds to be used for the payment of Prior Lien Bonds, Subordinated Obligations or other obligations of the System shall be deposited in such fund or account established by the City Council in the proceedings authorizing the use of Commercial Paper Notes to refinance or refund Prior Lien Bonds, Subordinated Obligations or other obligations of the System;

(ii) Proceeds to be used for the payment of Outstanding Commercial Paper Notes at or before maturity and the repayment of any borrowing (evidenced by the Liquidity Provider Note) or other amounts due under the Credit Agreement shall be retained in the Series G Note Payment Fund, and expended therefor; and

(iii) Proceeds not retained in the Series G Note Payment Fund as provided in subparagraph (ii) above shall be transferred and deposited to the Series G Note Construction Account and used and applied in accordance with the provisions of **Section 2.11** hereof.

Section 3.03. Issuing and Paying Agent Agreement. The Issuing and Paying Agent Agreement, substantially in the form attached hereto as **Exhibit B**, is hereby approved, and shall be entered into with the Issuing and Paying Agent. The City Manager or any Assistant City Manager is hereby authorized to execute and deliver the Issuing and Paying Agent Agreement, and the City Secretary or an Assistant City Attorney is authorized to attest the execution thereby. Any Authorized Representative is hereby authorized to enter into any supplemental agreement with the Issuing and Paying Agent or with any successor Issuing and Paying Agent in order to implement the functions of the Issuing and Paying Agent or Registrar with respect to the Commercial Paper Notes. Any successor Issuing and Paying Agent shall be a financial institution organized and existing under the laws of the United States of America or the State of Texas and which has trust powers. The successor Issuing and Paying Agent shall have assumed the duties of the Issuing and Paying Agent to be replaced before such Issuing and Paying Agent shall be relieved of the obligation to perform the duties as Issuing and Paying Agent, and the successor Issuing and Paying Agent shall have executed an agreement substantially in the same form and substance as the Issuing and Paying Agent Agreement approved by this Ordinance.

Section 3.04. Dealer Agreement. The selection and appointment of BofA Securities, Inc. as the dealer for the Commercial Paper Notes (the "Dealer") is hereby approved. The Dealer Agreement by and between the City and the Dealer pertaining to the sale, from time to time, of Commercial Paper Notes or the purchase of Commercial Paper Notes from the City, substantially in the form attached hereto as **Exhibit C**, is hereby approved, and shall be entered into with the

Dealer. The City Manager or any Assistant City Manager is hereby authorized to execute and deliver the Dealer Agreement, and the City Secretary or an Assistant City Attorney is authorized to attest the execution thereby. Any Authorized Representative is hereby authorized to enter into any supplemental agreement with the Dealer or with any successor Dealer in order to implement the functions of the Dealer with respect to the Commercial Paper Notes.

ARTICLE IV

COVENANTS OF THE CITY

Section 4.01. Limitation on Issuance. Unless this Ordinance is amended and modified by the City Council in accordance with the provisions of **Section 6.01** hereof, the City covenants that there will not be issued and Outstanding at any time under this Ordinance more than \$300,000,000 in aggregate principal amount of Commercial Paper Notes. For purposes of this **Section 4.01** any portion of Outstanding Notes to be paid from money on deposit in the Series G Note Payment Fund held by the Issuing and Paying Agent on the day of calculation and from the available proceeds of Notes, Prior Lien Bonds or Subordinated Obligations or other obligations of the City issued on the day of calculation shall not be considered Outstanding. In addition to the foregoing, any improvement or extension to the System to be funded with Commercial Paper Notes must qualify as an Eligible Project, and the City shall not direct the Issuing and Paying Agent to issue Commercial Paper Notes that mature after the Business Day prior to the scheduled date the Credit Agreement expires or terminates in accordance with its terms.

Additionally, for so long as a Credit Agreement is in effect and supports the payment of all or any principal amount of the Commercial Paper Notes, the City covenants and agrees that the total principal amount of all Commercial Paper Notes Outstanding at any one time and the total amount of interest accrued or to accrue thereon shall not exceed the Commitment.

Section 4.02. Liquidity Provider Note Account. There is hereby reaffirmed within the Series G Note Payment Fund a separate account known as the "Liquidity Provider Note Account," which was created and established pursuant to the Existing Ordinance, for the sole benefit of the Liquidity Provider Note within the Series G Note Payment Fund reaffirmed by this Ordinance. After satisfying the requirements of the Prior Lien Bond Ordinance and any other ordinance with respect to the Prior Lien Bonds, with respect to the payment of principal of, and premium, if any, and interest on the Prior Lien Bonds and funding the reserve fund therefor, there shall be deposited by the City to the Liquidity Provider Note Account the amounts required by **Section 2.10** hereof for the payment of the Liquidity Provider Note.

Section 4.03. Maintenance of Available Credit Facilities Requirement. (a) The City agrees and covenants that at all times up to and including the Maximum Maturity Date, unless the Commercial Paper Notes are no longer Outstanding, or except as otherwise provided by **Section 4.03(b)** hereof, it will maintain liquidity or credit facilities with banks or other financial institutions in amounts such that, assuming that all then Outstanding Commercial Paper Notes were to become due and payable immediately, the amount available for borrowing under such liquidity or credit facilities would be sufficient at that time to pay principal and interest of all Commercial Paper Notes. Except as otherwise provided by **Section 4.03(b)** hereof, no Commercial Paper Note shall be issued if, after giving effect to the issuance thereof and, if applicable, the immediate application of the proceeds thereof to retire other Commercial Paper Notes secured by the liquidity or credit facility, the aggregate principal amount of all Commercial Paper Notes secured by or payable from the liquidity or credit facility, and the total amount of interest accrued or to accrue thereon, would exceed the amount of the Commitment

thereunder. The availability for borrowing of such amounts under such facilities may be subject to reasonable conditions precedent, including, but not limited to, bankruptcy of the City. In furtherance of the foregoing covenant, the City agrees that it will not issue any Commercial Paper Notes or make any borrowing which will result in a violation of such covenant, will not amend the Credit Agreement in a manner which will cause a violation of such covenant and, if and to the extent necessary to maintain compliance with such covenant, will arrange for new liquidity or credit facilities prior to, or contemporaneously with, the expiration of the Credit Agreement. Noteholders will be provided no less than fifteen (15) days' notice prior to the effective date of any new liquidity or credit facility. The then existing liquidity or credit facility will remain in effect with respect to Commercial Paper Notes issued and Outstanding prior to the effective date of any new liquidity or credit facility until all such Commercial Paper Notes have been paid in full. Any new liquidity or credit facility shall be effective only with respect to Commercial Paper Notes that are issued on or after the effective date of such new liquidity or credit facility.

(b) The provisions of **Section 4.03(a)** hereof notwithstanding, the City Council may amend this Ordinance, in accordance with the provisions of **Section 6.01** hereof, to provide that Commercial Paper Notes issued under authority of this Ordinance may be issued without support of liquidity and/or credit facilities. To exercise the authority reserved by this **Section 4.03(b)**, the City shall provide written notice to the Dealer, the Issuing and Paying Agent and the Rating Agencies of the determination of the City Council to amend this Ordinance to permit Commercial Paper Notes authorized to be issued by this Ordinance to be issued without liquidity and/or credit support. Such notice shall be provided no later than ninety (90) days prior to the proposed date the City Council is to consider for adoption an ordinance amending this Ordinance for the purpose described in this **Section 4.03(b)**. The City shall cause written notice to be provided to the Noteholders no less than fifteen (15) days prior to the date the amendatory ordinance permitting Commercial Paper Notes to be issued without liquidity and/or credit facilities is enacted by the City Council. No such amendatory ordinance shall be adopted if, on or before the date the amendatory ordinance is to be considered by the City Council, the ratings to be assigned to such Commercial Paper Notes not being supported by a liquidity and/or credit facility are lower than A-1 or its equivalent. The foregoing notwithstanding, prior to the issuance of any Commercial Paper Notes without support of liquidity and/or credit facilities, any Commercial Paper Notes issued under this Ordinance with liquidity and/or credit facility support shall be retired in full either through the issuance of refunding bonds or with the proceeds of Commercial Paper Notes issued without liquidity and/or credit facilities, such that any Commercial Paper Notes issued with liquidity and/or credit facility support thereafter are no longer Outstanding.

Section 4.04. Commercial Paper Notes Issued as Bond Anticipation Notes. The City hereby acknowledges that the Commercial Paper Notes are being issued as bond anticipation notes, and therefore the City in good faith shall endeavor to sell a sufficient principal amount of Prior Lien Bonds or Subordinated Obligations, or a combination thereof, in order to have funds available, together with other moneys available therefor, to pay the Commercial Paper Notes and the interest thereon, or any renewals thereof, as the same shall become due, and to pay amounts due under any Credit Agreement. For the sole purpose of establishing for the benefit of the Public Finance Division of the Office of the Attorney General of Texas that the City possesses sufficient Pledged Revenues to pay the Commercial Paper Notes and the interest thereon, the City shall establish sufficiency through the issuance of Prior Lien Bonds under authority of Chapter 1207 at then current market interest rates with level debt service over a forty (40) year period to refinance such Commercial Paper Notes, under authority of Section 1371.057(c), Texas Government Code.

Section 4.05. Punctual Payment. The City will punctually pay or cause to be paid the principal of and interest, if any, on the Notes (but only from the sources pledged herein), in conformity with the Notes, this Ordinance and the Credit Agreement.

Section 4.06. Commercial Paper Notes to Remain Tax Exempt. The City covenants to take any action to assure, or refrain from any action which would adversely affect, the treatment of the Commercial Paper Notes as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation if such Commercial Paper Notes are designated by the City as "tax exempt". In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Commercial Paper Notes or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on such Commercial Paper Notes, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Commercial Paper Notes or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Commercial Paper Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Commercial Paper Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Commercial Paper Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Commercial Paper Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire "investment property" (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of such Commercial Paper Notes, other than investment property acquired with --

(1) proceeds of such Commercial Paper Notes invested for a reasonable temporary period of three years or less until such proceeds are needed for the purpose for which the obligations are issued,

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

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

(g) to otherwise restrict the use of the proceeds of the Commercial Paper Notes or amounts treated as proceeds of such Commercial Paper Notes, as may be necessary, so that such Commercial Paper Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Commercial Paper Notes or the proceeds of any prior bonds to pay debt service on another issue more than ninety (90) days after the issuance of the Commercial Paper Notes in contravention of section 149(d) of the Code (relating to advance refundings);

(i) to timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on such forms, at such places and in such manner as may be prescribed by law; and

(j) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Commercial Paper Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code, and to pay to the United States of America, not later than sixty (60) days after the Commercial Paper Notes have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

The City represents and covenants that it will not expend, or permit to be expended, the proceeds of any Commercial Paper Notes in any manner inconsistent with its reasonable expectations as certified in a federal tax certificate to be executed from time to time with respect to the Commercial Paper Notes; provided, however, that the City may expend Commercial Paper Note proceeds in any manner if the City first obtains an unqualified opinion of Bond Counsel that such expenditure will not impair the exemption from federal income taxation of interest paid on the Commercial Paper Notes. The City represents that it has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is an issuer whose arbitrage certifications may not be relied upon.

The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Regulations and, in the case of a refunding bond, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of the issuance of the Commercial Paper Notes. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify, or expand provisions of the Code, as applicable to the Commercial Paper Notes, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of Bond Counsel, will not adversely affect the exemption from federal income taxation of interest on the Commercial Paper Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Commercial

Paper Notes, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of Bond Counsel, to preserve the exemption from federal income taxation of interest on the Commercial Paper Notes under section 103 of the Code. In furtherance of such intention, the City Council hereby authorizes and directs the Mayor, the City Manager and the Chief Financial Officer of the City to execute any documents, certificates or reports required by the Code, and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Commercial Paper Notes.

In order to facilitate compliance with the above clause (j), the "Rebate Fund" established under the Existing Ordinance is hereby reaffirmed by the City for the sole benefit of the United States of America, and the Rebate Fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the written procedures adopted by the City Council in the ordinance authorizing the issuance of the Series 2012A Bonds, passed August 8, 2012, apply to the Commercial Paper Notes.

Section 4.07. Allocation of, and Limitation on, Expenditures for Eligible Projects. The City covenants to account for on its books and records the expenditure of proceeds from the sale of the Commercial Paper Notes and any investment earnings thereon to be used for Eligible Projects by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (a) the expenditure on an Eligible Project is made or (b) each Eligible Project is completed. The foregoing notwithstanding, the City shall not expend such proceeds or investment earnings more than sixty (60) days after the later of (a) the fifth anniversary of the date of delivery of such Commercial Paper Notes or (b) the date the Commercial Paper Notes are retired, unless the City obtains an opinion of Bond Counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of such Commercial Paper Notes. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of Bond Counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 4.08. Disposition of Eligible Projects. The City covenants that the property constituting an Eligible Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of Bond Counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Commercial Paper Notes. For purposes of this Section, the portion of the property comprising personal property and disposed of in the ordinary course of business shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the City shall not be obligated to comply with this covenant if it obtains an opinion of Bond Counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 4.09. Supplemental Ordinances. Other than as permitted herein with respect to the issuance or incurrence of additional obligations of the City secured by the Pledged Revenues, the City will not adopt any supplemental ordinances with respect to the Pledged Revenues, pursuant to the Prior Lien Bond Ordinance or otherwise, without the prior written consent of the Liquidity Provider.

Section 4.10. Opinion of Bond Counsel. The City shall cause the legal opinion of Bond Counsel as to the validity of the Commercial Paper Notes and as to the exemption of interest on the Commercial Paper Notes from federal income taxation to be furnished to any Holder without cost. In addition, a copy of said opinion may be printed on each of the Commercial Paper Notes.

Section 4.11. Ongoing Continuing Disclosure Covenant. To the extent required by the provisions of Rule 15c2-12, (the "Rule") promulgated by the U.S. Securities and Exchange Commission, the City agrees to enter into an agreement to file financial information and operating data with respect to the Commercial Paper Notes with the Municipal Securities Rulemaking Board. Under the provisions of the Rule, as they exist on the date this Ordinance is adopted, the City is exempted from complying with the undertaking described in the first sentence of this **Section 4.11**, as the Notes are to be issued in the form of Commercial Paper Notes with maturities of no greater than 270 days.

Section 4.12. Rates and Charges. The City hereby agrees and reaffirms its covenants to the holders of the Prior Lien Bonds and to JPMC, as holder of the JPMC Note, and covenants to the Holder of the Liquidity Provider Note, that it will at all times maintain rates and charges for the services furnished, provided, and supplied by the System which shall comply with the provisions of the Prior Lien Bond Ordinance, be reasonable and non-discriminatory and produce income and revenues sufficient to pay:

(a) current expenses of operation and maintenance of the System, as required by Section 1502.056, Texas Government Code, including all salaries, labor, materials, interest, repairs, and extensions necessary to render efficient service;

(b) the interest on and principal of all Prior Lien Bonds, as and when the same shall become due; and

(c) to the extent the same are reasonably anticipated to be paid with Pledged Revenues, the interest on and principal of each Liquidity Provider Note and other amounts due the Liquidity Provider under the Credit Agreement, as and when the same shall become due; and

(d) to the extent the same are reasonably anticipated to be paid with Pledged Revenues, the interest on and principal of the JPMC Note, and other amounts due JPMC under the Series F Credit Agreement, as and when the same shall become due; and

(e) any legal debt or obligation of the System as and when the same shall become due, including any Subordinated Obligations.

Section 4.13. Revenue Fund. Pursuant to **Section 2.16** hereof, the City hereby reaffirms its covenant to the holders of the Prior Lien Bonds, and affirms to JPMC, as holder of the JPMC Note, and hereby covenants with respect to the Holder of the Liquidity Provider Note, that all Gross Revenues shall be deposited as received in the "City of Dallas, Texas Waterworks and Sewer System Revenue Fund" (hereinafter referred to as the "Revenue Fund"), which shall be kept separate and apart from all other funds of the City. Revenues received for the Revenue Fund shall be deposited from time to time as received in such bank or banks as may be selected by the City in accordance with applicable laws relating to the selection of City depositories.

Section 4.14. Compliance with Prior Lien Bond Ordinance and Other Documents. The City will comply with the terms and provisions of the Prior Lien Bond Ordinance, and any other ordinance (including specifically, but not by way of limitation, the ordinance authorizing the

issuance of the Series F Commercial Paper Notes) or contract to which the City is a party, the non-compliance with which would materially adversely affect the ability of the City to make payments on the Notes when due. The City shall make the deposits to and payments from the Revenue Fund when and as required by the Prior Lien Bond Ordinance, and such deposits shall be made in the order and with the priorities set forth in the Prior Lien Bond Ordinance.

Section 4.15. Reservation of Right to Issue or Incur Prior Lien Bonds and Obligations of Inferior Lien. In accordance with **Section 4.09** hereof, the City hereby expressly reserves the right to hereafter issue Prior Lien Bonds in accordance with the provisions of the Prior Lien Bond Ordinance, payable from and secured by a lien on and pledge of the Pledged Revenues prior in right and claim to the lien and pledge securing the payment of the Liquidity Provider Note. In accordance with **Section 4.09** hereof, the City also retains the right to issue or incur Subordinated Obligations.

Section 4.16. Notice to Rating Agencies. The City shall cause to be provided to the Rating Agencies notice of any proposed amendment to this Ordinance (including, without limitation, an amendment to this Ordinance as described in **Section 4.03(b)** hereof), or any termination thereof, or the occurrence of the termination or expiration of the Commitment or the substitution of liquidity or credit facilities prior to, or contemporaneously with, the expiration of the Credit Agreement, or any change in the Issuing and Paying Agent or the Dealer, or any amendment of the Issuing and Paying Agent Agreement or the Credit Agreement, with such notice to be provided in the manner set forth in the Issuing and Paying Agent Agreement.

Section 4.17. Purchase of Commercial Paper Notes by the City. Notwithstanding anything to the contrary contained in this Ordinance, to the extent that the Dealer cannot sell Commercial Paper Notes to renew or refund Outstanding Commercial Paper Notes on their maturity, the City may use funds from sources other than (i) money on deposit in the Series G Note Payment Fund or the Series G Note Construction Account, (ii) the proceeds of Prior Lien Bonds or Subordinated Obligations, or (iii) money on deposit in any debt service fund or reserve fund established for the benefit of the Prior Lien Bonds or Subordinated Obligations, to purchase Commercial Paper Notes issued to renew and refund such maturing Commercial Paper Notes. Such payment, issuance and purchase are not intended to constitute an extinguishment of the obligation represented by such maturing Commercial Paper Notes and the City may issue Commercial Paper Notes to renew and refund the Commercial Paper Notes held by it when the Dealer is again able to sell Commercial Paper Notes. While such Commercial Paper Notes are held by the City they shall bear interest at the rate being earned by the funds used to purchase such Commercial Paper Notes on the date of purchase.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES OF NOTEHOLDERS

Section 5.01. Events of Default. If one or more of the following events shall occur:

(a) if default shall be made in the due and punctual payment of principal of any Commercial Paper Note when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if the City shall fail to make due and punctual payment of interest on any Commercial Paper Note when and as such interest installment shall become due and payable and such failure shall continue for five (5) Business Days;

(c) if the principal of a liquidity provider note issued pursuant to the related Series F Credit Agreement (and interest accrued thereon) shall become due and payable prior to the maturity thereof under such liquidity provider note and the related Series F Credit Agreement;

(d) if the principal of the Liquidity Provider Note (and interest accrued thereon) shall become due and payable prior to the maturity thereof under the Liquidity Provider Note and the Credit Agreement;

(e) if default shall be made by the City in the performance or observance of any other of the covenants, agreements or conditions on its part in this Ordinance or in the Commercial Paper Notes contained, and such default shall continue for a period of sixty (60) days after written notice thereof; provided, however, if such default cannot be cured within the sixty (60) day period but corrective action to cure such default is commenced and diligently pursued until the default is corrected no such Event of Default shall be deemed to have occurred; or

(f) if there shall occur the dissolution (without a successor being named to assume the rights and obligations) or liquidation of the City or the filing by the City of a voluntary petition in bankruptcy, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of its creditors, or the entry by the City into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceeding for the adjustment of its debts instituted under the provisions of the Bankruptcy Code, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter enacted;

then such event as described above shall constitute an "Event of Default" under this Ordinance.

Section 5.02. Suits at Law or in Equity and Mandamus. In case one or more Events of Default shall occur, then and in every such case the Holder of any Note at the time Outstanding shall be entitled to proceed to protect and enforce such Holder's rights by such appropriate judicial proceeding as such Holder shall deem most effectual to protect and enforce any such right, either by suit in equity or by action at law, whether for the specific performance of any covenant or agreement contained in this Ordinance, or in aid of the exercise of any power granted in this Ordinance, or to enforce any other legal or equitable right vested in the Holders of Notes by this Ordinance or the Notes or by law. The provisions of this Ordinance shall be a contract with each and every Holder of Notes and the duties of the City shall be enforceable by any Noteholder by mandamus or other appropriate suit, action or proceeding in any court of competent jurisdiction.

Section 5.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Holders of Notes is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised at any time or from time to time, and as often as may be necessary, by the Holder of any one or more of the Notes.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Amendments or Modifications Without Consent of Holders of Notes. This Ordinance and the rights and obligations of the City and of the Holders of Notes may be modified or amended at any time by a supplemental ordinance, without notice to or the consent of any Noteholders, but only to the extent permitted by law, and, subject to the rights of the holders of the Notes, only for any one or more of the following purposes:

(1) to add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City;

(2) to (a) increase the principal amount of Commercial Paper Notes that may be Outstanding at any one time under the terms of this Ordinance or (b) adjust the principal amounts of, or to add sub-series for, the Commercial Paper Notes that may be Outstanding at any one time under the terms of this Ordinance, provided that the City satisfies either (i) the requirements of **Section 4.03(a)** hereof in providing liquidity or credit support with respect to the increased principal amount of Commercial Paper Notes authorized to be Outstanding at any one time or (ii) the requirements of **Section 4.03(b)** hereof to issue the increased principal amount of Commercial Paper Notes without liquidity and/or credit support;

(3) to cure any ambiguity or inconsistency, or to cure or correct any defective provision contained in this Ordinance, upon receipt by the City of an approving opinion of Bond Counsel selected by the City, that the same is needed for such purpose, and will more clearly express the intent of this Ordinance;

(4) to effect such changes as are determined by the City Council to be necessary or advisable in connection with exercising the authority reserved to the City in **Section 4.03(b)** hereof; or

(5) to supplement the security for the Notes, replace or provide additional credit facilities, make such changes, modifications or amendments as may be necessary or desirable in order to obtain the approval of this Ordinance by the Attorney General of Texas, as required by **Section 6.08** hereof, or to obtain or maintain the granting of a rating on the Notes by a nationally recognized municipal bond rating agency, or change the form of the Notes, or make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not materially adversely affect the interests of the Holders of the Notes;

provided, however, that nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions of this Ordinance or of the Commercial Paper Notes so as to:

(A) Make any change in the maturity of any of the Outstanding Commercial Paper Notes;

(B) Reduce the rate of interest borne by any of the Outstanding Commercial Paper Notes;

(C) Reduce the amount of the principal payable on any of the Outstanding Commercial Paper Notes;

(D) Modify the terms of payment of principal of or interest on the Outstanding Commercial Paper Notes, or impose any conditions with respect to such payment;

(E) Affect the rights of the Holders of less than all of the Outstanding Commercial Paper Notes; or

(F) Reduce or restrict the pledge made pursuant to **Section 2.10** hereof for payment of the Commercial Paper Notes;

and provided, further, that no change, modification or amendment shall be made in this Ordinance or become valid and effective (i) without the approval of such change, modification or amendment by the Attorney General of the State of Texas, to the extent required by the Act, and (ii) without the written consent of the Liquidity Provider (which, in the case of an amendment authorizing an increase in the principal amount of Commercial Paper Notes at any one time Outstanding, shall mean the written consent of the Liquidity Provider providing, as of the effective date of the authority to issue additional Commercial Paper Notes in excess of the maximum principal amount of Commercial Paper Notes then authorized by the City Council at any one time to be Outstanding, the liquidity or credit support, if any, required by **Section 4.03(a)** hereof).

Section 6.02. Additional Actions. (a) Any Authorized Representative, the City Secretary, and the other officers of the City, are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the issuance, sale and delivery of the Notes and otherwise to effectuate the purposes of this Ordinance, the Credit Agreement, the Fee Agreement, the Dealer Agreement, the Issuing and Paying Agent Agreement and the Offering Memorandum. Specifically, by the adoption of this Ordinance, the City Council hereby authorizes the payment of the fees and expenses incurred and to be paid by the City in connection with the issuance, sale and delivery of the Notes and the execution and delivery of the Credit Agreement, the Fee Agreement, the Dealer Agreement and the Issuing and Paying Agent Agreement, including, without limitation, fees of Rating Agencies, as further described in Schedule I attached hereto.

(b) In order for the City Council to be kept informed of the general activities and future needs of the System, the Chief Financial Officer of the City or the designee thereof shall report periodically to the Government Performance and Financial Management Committee duly appointed by the City Council, but no less frequently than once each calendar quarter, and provide the Government Performance and Financial Management Committee with a summary of recent events relating to the System and actions taken by the City with respect to such events.

(c) True and correct copies of this Ordinance shall be furnished to the Rating Agencies promptly after the adoption of this Ordinance, to notify such parties that the Series G Commercial Paper Notes will be supported by a liquidity facility issued by the Liquidity Provider in the manner described in this Ordinance.

(d) The City shall not execute the Credit Agreement, the Fee Agreement, the Issuing and Paying Agent Agreement or the Dealer Agreement unless the each of the parties has confirmed

to an Authorized Representative that either it (i) has made disclosure filings to the Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code or (ii) is exempt from making filings under Section 2252.908(c)(4), Texas Government Code. If clause (i) above applies to any party, within thirty (30) days of receipt of any such disclosure filing the filing will be acknowledged by the City in accordance with the rules of the Texas Ethics Commission.

Section 6.03. Ordinance to Constitute a Contract; Equal Security. In consideration of the acceptance of the Notes, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and the Holders from time to time of the Notes and the pledge made in this Ordinance by the City and the covenants and agreements set forth in this Ordinance to be performed by the City shall be for the equal and proportionate benefit, security and protection of all Holders of the Notes, without preference, priority or distinction as to security or otherwise of any of the Notes authorized hereunder over any of the others by reason of time of issuance, sale or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Ordinance or, with respect to the Liquidity Provider Note, the Credit Agreement.

Section 6.04. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Notes issued hereunder.

Section 6.05. Payment and Performance on Business Days. Whenever under the terms of this Ordinance or the Commercial Paper Notes, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Commercial Paper Notes, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Commercial Paper Notes, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on such day.

Section 6.06. Limitation of Benefits with Respect to the Ordinance. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Ordinance or the Notes is intended or should be construed to confer upon or give to any person other than the City, the Holders of the Notes, the Issuing and Paying Agent and the parties to the Dealer Agreement, the Credit Agreement and the Fee Agreement, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City, the Holders of the Notes, the Issuing and Paying Agent and the parties to the Dealer Agreement, the Credit Agreement and the Fee Agreement as herein and therein provided.

Section 6.07. Use of Offering Memorandum. The use by the Dealer of the Offering Memorandum, prepared in connection with the sale of Commercial Paper Notes, and the distribution of the Offering Memorandum by the Dealer, is approved subject to the approval thereof by an Authorized Representative. Any Authorized Representative is hereby authorized

to provide to the Dealer such information as may be necessary, in the reasonable judgment of the Dealer, to update, on an annual basis, the Offering Memorandum.

Section 6.08. Approval of Attorney General. The City Council hereby authorizes and ratifies the submission by the Authorized Representative of this Ordinance and a transcript of proceedings related thereto to the Attorney General of the State of Texas for approval, as required by the Act. No Notes herein authorized to be issued shall be sold or delivered by an Authorized Representative until the Attorney General of the State of Texas shall have approved this Ordinance, the Credit Agreement, the Fee Agreement and other agreements and proceedings as may be required in connection therewith, all as required by the Act. The City Council hereby authorizes and ratifies the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Commercial Paper Notes, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

Section 6.09. Reserved.

Section 6.10. Preamble. The preamble to this Ordinance shall be considered an integral part of this Ordinance, and is herein incorporated as part of the body of this Ordinance for all purposes.

Section 6.11. Effective Date. Pursuant to Section 6.01 of the Existing Ordinance, the amendment and restatement of the Existing Ordinance by this Ordinance shall become valid and effective upon the approval of the transcript of proceedings relating to this Ordinance by the Attorney General of the State of Texas.

Section 6.12. Open Meeting. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND APPROVED the 9th day of April, 2025.

APPROVED AS TO FORM:
Tammy L. Palomino, City Attorney

By: _____
Christina Tsevoukas,
Senior Assistant City Attorney

THE STATE OF TEXAS :
COUNTIES OF DALLAS, DENTON, COLLIN, KAUFMAN AND ROCKWALL :
CITY OF DALLAS :

I, Bilierae Johnson, City Secretary of the City of Dallas, Texas, do hereby certify that the above and foregoing is a true and correct copy of an excerpt from the minutes of the City Council of the City of Dallas, had in Regular Meeting on the 9th day of April, 2025, and an Ordinance authorizing the issuance and sale of commercial paper notes in an aggregate principal amount at any one time outstanding not to exceed \$300,000,000, which Ordinance is duly of record in the minutes of said City Council; and that said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

WITNESS MY HAND and seal of the City of Dallas, Texas, this the 9th day of April, 2025.

Bilierae Johnson, City Secretary
City of Dallas, Texas

(SEAL)

EXHIBIT A

CREDIT AGREEMENT AND FEE AGREEMENT

REVOLVING CREDIT AGREEMENT

dated as of May 1, 2025

between

CITY OF DALLAS, TEXAS,

and

BANK OF AMERICA, N.A.

relating to

CITY OF DALLAS, TEXAS
WATERWORKS AND SEWER SYSTEM
COMMERCIAL PAPER NOTES, SERIES G

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REVOLVING CREDIT AGREEMENT

This REVOLVING CREDIT AGREEMENT is dated as of May 1, 2025, between the CITY OF DALLAS, TEXAS (the “City”) and BANK OF AMERICA, N.A. (the “Bank”).

RECITALS:

WHEREAS, pursuant to Chapter 1371, Texas Government Code (the “Act”), the City is authorized to issue commercial paper notes and to execute and deliver one or more credit agreements with respect to such commercial paper notes; and

WHEREAS, pursuant to Ordinance No. [____], adopted on April 9, 2025 (the “Ordinance”), the City authorized the issuance of its Waterworks and Sewer System Commercial Paper Notes, Series G in an aggregate principal amount not to exceed \$300,000,000 (the “Series G Commercial Paper Notes”) to provide interim financing for additions, improvements and extensions to the System (as defined herein) pursuant to the authority of the Act; and

WHEREAS, the City has requested the Bank to provide, and the Bank is willing to provide to the City, liquidity to support such Commercial Paper Notes by making available a revolving line of credit, initially in an aggregate principal amount not to exceed \$322,191,781 (said amount calculated to provide liquidity for the maximum aggregate principal amount of Commercial Paper Notes outstanding at any time, together with interest thereon for a period of 270 days at the rate of 10% per annum) at any time outstanding;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to other terms defined herein, unless the context shall indicate a contrary meaning or intent, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

“Act” has the meaning set forth in the recitals hereto.

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agreement” means this Revolving Credit Agreement, as amended, supplemented or otherwise modified from time to time.

“Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the City from time to time concerning or relating to bribery or corruption.

“Audited Financial Statements” means the audited Comprehensive Annual Financial Report and any related basic financial statements for the City for each Fiscal Year, commencing with the Fiscal Year ended September 30, 2024.

“Authorized Representative” has the meaning set forth in the Ordinance.

“Available Commitment” means, at any date, the sum of the Available Principal Commitment and the Available Interest Commitment then in effect.

“Available Interest Commitment” means, and in no event shall it exceed, \$22,191,781, which constitutes two hundred seventy (270) days of interest at ten percent (10%) on the maximum Available Principal Commitment calculated on the basis of actual number of days and a 365-day year, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the Interest Component of any Loan; (b) upward in an amount equal to the Interest Component of any Loan that is repaid, pursuant to the terms of Section 2.03 or Section 2.07; and (c) downward by an amount that bears the same proportion to the Available Interest Commitment immediately prior to such reduction as the amount of any reduction in the Commitment bears to the Commitment immediately prior to such reduction; *provided, however*, that after giving effect to any such adjustment the Available Interest Commitment shall never exceed \$22,191,781. Any adjustments pursuant to clause (a), (b) or (c) above shall occur simultaneously with the event requiring such adjustment.

“Available Principal Commitment” means, and in no event shall it exceed, \$300,000,000, such initial amount adjusted from time to time as follows: (a) downward in an amount equal to the Principal Component of any Loan; (b) upward in an amount equal to the Principal Component of any Loan that is repaid pursuant to the terms of Section 2.03 or Section 2.07; and (c) downward by an amount that bears the same proportion to the Available Principal Commitment immediately prior to such reduction as the amount of any reduction in the Commitment bears to the Commitment immediately prior to such reduction; *provided, that*, after giving effect to any such adjustment the Available Principal Commitment shall never exceed \$300,000,000. Any adjustments pursuant to clause (a), (b) or (c) above shall occur simultaneously with the event requiring such adjustment.

“Bank Note” means the Liquidity Provider Note made by the City to the order of the Bank, evidencing Loans payable from Pledged Revenues, substantially in the form of Exhibit C attached hereto, with appropriate completions, and any and all renewals, extensions or modifications thereof.

“Bank Rate” means, for each day of determination with respect to any Loans, except as provided in Section 2.04 hereof, a rate per annum equal to (i) for the period from and including the date such Loan is made to but not including the earlier to occur of (x) the Conversion Date and (y) the date which is ninety (90) calendar days immediately following the date such Loan is made, the Base Rate from time to time in effect and (ii) from and after the Conversion Date, the Base

Rate from time to time in effect plus one percent (1.00%); *provided* that from and after the occurrence of an Event of Default, “*Bank Rate*” shall mean the Default Rate; *provided further* that at no time shall the Bank Rate be less than the highest per annum rate of interest applicable to any Outstanding Commercial Paper Notes. Each change in any interest rate provided for herein resulting from a change in the Prime Rate or the Federal Funds Rate shall take effect at the time of such change in the Prime Rate or the Federal Funds Rate, respectively.

“*Base Rate*” means, for any day, the greatest of (i) the Federal Funds Rate *plus* two percent (2.00%), (ii) the Prime Rate, *plus* one percent (1.00%) or (iii) seven percent (7.00%) per annum.

“*Business Day*” means any day (i) when banks are not required or authorized by law or executive order to be closed in Dallas, Texas, New York, New York or the city in which the office of the Bank at which demands hereunder are to be honored is located and (ii) when the New York Stock Exchange is not required or authorized by law or executive order to be closed.

“*Change in Law*” means the occurrence, after the Effective Date, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; *provided*, that notwithstanding anything herein to the contrary, (i) the Dodd-Frank Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “*Change in Law*”, regardless of the date enacted, adopted or issued.

“*City*” means the City of Dallas, Texas.

“*Co-Bond Counsel*” means McCall, Parkhurst & Horton L.L.P. and Escamilla & Poneck, LLP, or any other firm or firms selected by the City whose opinion concerning bond matters is nationally recognized.

“*Code*” means the Internal Revenue Code of 1986, as amended, and when reference is made to a particular section thereof, the applicable regulations from time to time promulgated or proposed thereunder by the United States Department of the Treasury.

“*Commercial Paper Notes*” has the meaning set forth in the recitals hereto.

“*Commitment*” means an amount equal to \$322,191,781, as such amount may be terminated and reduced pursuant to Section 2.06 or 7.01 hereof.

“*Commitment Termination Date*” means the earliest of:

- (a) May 15, 2028, or such later date as may be established pursuant to Section 2.09 hereof;

(b) the date the Commitment is reduced to zero pursuant to Section 2.06 or Section 7.01 hereof; and

(c) the Substitution Date.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. *“Controlling”* and *“Controlled”* have meanings correlative thereto.

“Conversion Date” is defined in Section 2.03(a) hereof.

“Dealer” means each dealer selected from time to time by the City to market the Commercial Paper Notes in accordance with the Ordinance. As of the Effective Date, the Dealer is BofA Securities, Inc.

“Dealer Agreement” has the meaning set forth in the Ordinance.

“Debt” of any Person means, at any date and without duplication, (i) all obligations of such Person for borrowed money, including without limitation, obligations secured by any of the revenues or assets of such Person and all obligations of such Person evidenced by bonds (including revenue bonds), debentures, notes or other similar instruments, (ii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business (including, without limitation, accounts payable to construction contractors and other professionals for services rendered), (iii) all obligations of such Person as lessee under capital leases, (iv) all indebtedness of others secured by a Lien on any asset of such Person, whether or not such indebtedness is assumed by such Person, (v) all indebtedness of others guaranteed by, or secured by any of the revenues or assets of, such Person and (vi) net payment obligations of such Person under any Swap Contract.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any condition or event that constitutes an Event of Default or that, with the giving of notice or lapse of time or both, would constitute an Event of Default.

“Default Rate” means a rate of interest per annum equal to the Base Rate, *plus* four percent (4.00%).

“Designated Jurisdiction” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“Dodd-Frank Act” means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as enacted by the United States Congress, and signed into law on July 21, 2010, all statutes enacted thereunder, and all rules, guidelines or directives promulgated thereunder.

“Dollar,” “Dollars” and “\$” mean lawful money of the United States.

“Effective Date” means May 15, 2025, so long as the conditions precedent set forth in Section 4.01 hereof have been satisfied or waived.

“Eligible Assignee” means any Person that meets the requirements to be an assignee under Section 8.06 (subject to such consents, if any, as may be required under Section 8.06(c)(iii)).

“Employee Plan” means an employee benefit plan covered by Title IV of ERISA and maintained for employees of the City.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and, unless the context otherwise requires, the rules and regulations promulgated thereunder from time to time.

“Event of Default” is defined in Section 7.01 hereof.

“Excess Interest” is defined in Section 2.04(c) hereof.

“Excluded Tax” means, with respect to the Bank or any other recipient of any payment to be made by or on account of any obligation of the City hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which such recipient is organized or in which its principal office is located or, in the case of the Bank, in which its Lending Office is located, (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which the City is located, and (c) any backup withholding tax that is required by the Code to be withheld from amounts payable to the Bank that has failed to comply with clause (A) of Section 3.01(e)(ii).

“Facility Fee” has the meaning set forth in the Fee Letter.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; *provided* that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to the Bank on such day on such transactions as determined by the Bank.

“Fee Letter” means that certain Fee Letter Agreement dated May 15, 2025, between the City and the Bank, as the same may be amended, supplemented or otherwise modified by the terms hereof and thereof.

“Final Maturity Date” means, with respect to any Term Loan, the earlier to occur of (i) the third (3rd) anniversary of the date the related Revolving Loan was made, (ii) the third (3rd) anniversary of the Commitment Termination Date, (iii) the Substitution Date that a substitute liquidity or credit facility replaces this facility, (iv) the date that the Available Commitment is permanently reduced to zero or this facility is otherwise terminated prior to the Commitment Termination Date, including the occurrence of an Event of Default, and (v) the date that the Commercial Paper Notes are redeemed, prepaid, cancelled or defeased.

“Fiscal Year” means the period beginning on October 1 of each year and ending on the next succeeding September 30, or any other twelve month period hereafter designated as the official fiscal year period of the City, which designation shall be provided to the Bank in a certificate executed by an Authorized Representative.

“Fitch” means Fitch Ratings, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the City.

“GAAP” means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board and all relevant pronouncements of the Governmental Accounting Standards Board or such other principles as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied to government entities such as the City. If any pronouncements of the Financial Accounting Standards Board or the Accounting Principles Board conflicts with or contradicts Governmental Accounting Standards Board pronouncements, Governmental Accounting Standards Board pronouncements will prevail.

“Governmental Approval” means an authorization, consent, approval, license, or exemption of, registration or filing with, or report to any Governmental Authority.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantees” means, as to any Person, all guarantees, endorsements (other than for collection or deposit in the ordinary course of business) and other contingent obligations of such Person to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor of another Person against loss.

“Holder” means the Bank and any other holder of a Bank Note or any Person to which the Bank or any such other holder sells a participation in a Bank Note (whether or not the City was given notice of such sale and whether or not the Holder has an interest in a Bank Note at the time amounts are payable to such Holder thereunder and under this Agreement).

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Interest Component” in respect of any Loan, means the portion of such Loan determined pursuant to Section 2.01.

“Investment Policy” means the City’s written investment policy adopted in accordance with Chapter 2256, Texas Government Code.

“Issuing and Paying Agent” means the firm serving as issuing and paying agent for the Commercial Paper Notes pursuant to the terms of the Ordinance. As of the Effective Date, the Issuing and Paying Agent is U.S. Bank Trust Company, National Association, New York, New York.

“Issuing and Paying Agency Agreement” means the Amended and Restated Issuing and Paying Agent Agreement, dated as of May 1, 2025, between the City and the Issuing and Paying Agent, as amended, supplemented or otherwise modified from time to time.

“Laws” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lending Office” means the office or offices of the Bank described as such on Schedule I attached hereto, or such other office or offices as the Bank may from time to time notify the City in writing.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

“Liquidity Provider Note” has the meaning set forth in the Ordinance.

“Loan” means a Revolving Loan or a Term Loan made by the Bank to the City pursuant to Article II hereof.

“Material Adverse Effect” means a material adverse change in, or a material adverse effect on, any of (a) the operations, business, properties, liabilities (actual or contingent), or condition (financial or otherwise) of the System, (b) the ability of the City to perform any of its other obligations under this Agreement or any of the other Related Documents, (c) the legality, validity or enforceability of this Agreement or any of the other Related Documents, (d) the rights and remedies of the Bank under this Agreement or any of the other Related Documents, or (e) the creation, perfection or priority of the lien on any collateral securing the payment of principal of, and interest on, the Loans, arising under the Ordinance.

“Maximum Interest Rate” means the maximum net effective interest rate permitted by Chapter 1204, Texas Government Code, to be paid on obligations issued or incurred by the City in the exercise of its borrowing powers.

“Maximum Note Rate” means ten percent (10%).

“Moody’s” means Moody’s Investors Service, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the City.

“Non-Issuance Instruction” has the meaning set forth in Section 4.04 hereof.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, the City arising under any Related Document or otherwise with respect to any Loan, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the City of any proceeding under any Debtor Relief Laws naming the City as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“OFAC” means the Office of Foreign Asset Control of the United States Department of the Treasury.

“Offering Memorandum” has the meaning set forth in the Ordinance.

“Ordinance” has the meaning set forth in the recitals hereof.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Related Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Related Document.

“Outstanding” (i) with respect to the Commercial Paper Notes, shall have the meaning assigned to such term in the Ordinance and (ii) with respect to Loans, means all Loans made by the Bank pursuant hereto and not repaid by the City.

“Outstanding Prior Lien Bonds” has the meaning set forth in the Ordinance.

“Parity and Senior Debt” means (i) any bonds, notes, certificates, debentures or other evidence of similar indebtedness issued by or on behalf of the City secured by Pledged Revenues, the payment of which ranks senior to or on parity with the Commercial Paper Notes and the Bank Note, (ii) the obligations of the City under any Swap Contract (other than any termination payments under any Swap Contract) (the payment of which is secured by Pledged Revenues and which ranks senior to or on parity with the Commercial Paper Notes and the Bank Note) providing interest rate support with respect to any indebtedness issued by or on behalf of the City, (iii) any obligation of the City as lessee under a capital lease the payment of which is secured by Pledged Revenues and which ranks senior to or on parity with the Commercial Paper Notes and the Bank Note (x) which is not subject to appropriation or abatement or (y) which is rated by each Rating Agency then rating the Commercial Paper Notes at a level equal to or higher than the unenhanced debt rating assigned by each such Rating Agency to the Prior Lien Bonds, and (iv) any Guarantee by the City the payment of which ranks senior to or on parity with the Commercial Paper Notes and the Bank Note (*provided, however*, that the failure to pay any such Guarantee as a result of any set-off, recoupment, counterclaim or any other defense of the City shall not constitute a failure to pay Parity and Senior Debt for purposes of this Agreement).

“Parity Obligations” means any Debt of the City secured by a Lien on Pledged Revenues the payment of which ranks on parity with or is senior to the Obligations.

“Participant” means any Person, which in accordance with Section 8.06(b) hereof, shall participate in the benefits and obligations of the Bank hereunder pursuant to a participation agreement between the Bank and such Person.

“Person” means an individual, a corporation, a partnership, an association, a limited liability company, a partnership, a trust, or any other entity or organization, including a Governmental Authority.

“Pledged Revenues” has the meaning set forth in the Ordinance.

“Prime Rate” means on any day, the rate of interest in effect for such day as set by the Bank as its “prime rate.” The “*prime rate*” is a rate set by the Bank based upon various factors including the Bank’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by the Bank shall take effect at the opening of business on the day specified in the public announcement of such change.

“Principal Component” in respect of any Loan, means the portion of such Loan equal to the principal amount of Commercial Paper Notes paid with the proceeds of such Loan.

“Prior Lien Bond Ordinance” has the meaning set forth in the Ordinance.

“Prior Lien Bonds” has the meaning set forth in the Ordinance.

“Project Notes” means, as appropriate, a Commercial Paper Note or all the Commercial Paper Notes other than any Bank Note.

“Rating Agency” means any of S&P, Fitch or Moody’s (to the extent the City has engaged Moody’s to provide a rating on the applicable Prior Lien Bonds), as applicable.

“Related Documents” means this Agreement, the Fee Letter, the Ordinance, the Offering Memorandum, the Issuing and Paying Agency Agreement, the Dealer Agreement, the Commercial Paper Notes, the Bank Note, any written direction to the Issuing and Paying Agent directing the issuance of Commercial Paper Notes or any exhibit or schedule to any of the foregoing.

“Related Party” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person’s Affiliates.

“Request for Loan” means a written borrowing request, in substantially the form of Exhibit B hereto, with appropriate completions, executed by the Issuing and Paying Agent, which requests a Revolving Loan from the Bank.

“Revolving Credit Period” means the period commencing on the Effective Date and ending on the Commitment Termination Date.

“Revolving Loan” means each revolving loan made by the Bank to the City pursuant to Section 2.01(b) hereof.

“S&P” means S&P Global Ratings, or if such entity is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the City.

“Sanctioned Country” means, at any time, any country or territory which is itself the subject or target of any comprehensive Sanctions.

“Sanctioned Person” means, at any time, (a) any Person or group listed in any Sanctions related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, the European Union or any EU member state, (b) any Person or group operating, organized or resident in a Sanctioned Country, (c) any agency, political subdivision or instrumentality of the government of a Sanctioned Country, or (d) any Person 50% or more owned, directly or indirectly, by any of the above.

“Sanction(s)” means any international economic sanction administered or enforced by the United States Government (including, without limitation, OFAC), the United Nations Security Council, the European Union, His Majesty’s Treasury or other relevant sanctions authority.

“Series F Bank Note” means the Liquidity Provider Note made by the City to the order of JPMorgan Chase Bank, National Association, in relation to the Series F Credit Agreement, and any other Liquidity Provider Note issued to a substitute liquidity provider pursuant to the provisions of the Series F Ordinance and the related substitute liquidity facility.

“Series F Credit Agreement” means that certain Amended and Restated Revolving Credit Agreement dated as of July 1, 2024, between the City and JPMorgan Chase Bank, National Association, as amended and supplemented from time to time, and any other substitute liquidity facility delivered pursuant to the provisions of the Series F Ordinance.

“Series F Notes” means the commercial paper notes issued by the City under authority of the Series F Ordinance.

“Series F Ordinance” means Ordinance No. 32761 adopted on June 26, 2024, as amended and supplemented.

“Series G Commercial Paper Notes” has the meaning set forth in the recitals hereto.

“Special Events of Default” means the Events of Default described in Section 7.01(a)(i), (e)(ii), (f)(i), (g), (h)(i), (i) and (j)(ii).

“Subordinated Obligations” shall have the same meaning herein as in the Ordinance.

“Substitution Date” means the date of acceptance by the City of a substitute credit facility in accordance with the terms and provisions of the Ordinance.

“Supplement” means any extension, renewal, modification, amendment, supplement and substitution.

“Suspension Event” means the occurrence of an Event of Default pursuant to Section 7.01(h)(ii) hereof or a Default pursuant to Section 7.01(g)(ii) or (iii) hereof which causes the suspension of the obligations of the Bank hereunder.

“Swap Contract” means (a) any and all rate swap transactions, basis swaps, total return swaps, credit derivative transactions, forward rate transactions, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, cap transactions, floor transactions, collar transactions, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a *“Master Agreement”*), including any such obligations or liabilities under any Master Agreement pursuant to which the Pledged Revenues are pledged or encumbered.

“System” shall have the meaning set forth in the Ordinance.

“*Taxes*” means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“*Term Loan*” means each term loan made by the Bank to the City pursuant to Section 2.01(b) hereof on a Conversion Date.

Section 1.02. Other Interpretive Provisions. With reference to this Agreement and each other Related Document, unless otherwise specified herein or in such other Related Document:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Related Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Related Document, shall be construed to refer to such Related Document in its entirety and not to any particular provision thereof, (iv) all references in a Related Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Related Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) Section headings herein and in the other Related Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Related Document.

Section 1.03. Accounting Terms. All accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP.

Section 1.04. Interpretations. The table of contents and article and section headings of this Agreement are included herein for convenience of reference purposes only and shall not constitute a part of this Agreement or affect its interpretation in any respect. All references to time herein shall refer to local time in New York, New York.

Section 1.05. Rounding. Any financial ratios required to be maintained by the City pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

ARTICLE II

REVOLVING CREDIT; TERM LOANS

Section 2.01. Commitment to Lend. (a) *Generally.* The City hereby requests the Bank, and the Bank agrees, on the terms and conditions hereinafter set forth, to establish a revolving line of credit for the benefit of the City in an amount not to exceed the Commitment for the purpose of making Loans to fund the payment by the City of the principal of and interest on any Commercial Paper Notes at the stated maturity thereof in accordance with this Agreement and the Ordinance. All Loans made hereunder shall be made from the Bank's own funds.

(b) *Revolving Loans.* The Bank agrees, on the terms and conditions hereinafter set forth, to make Revolving Loans available to the City during the Revolving Credit Period in an amount at any one time outstanding not to exceed the amount of the Commitment. Each Revolving Loan under this Section 2.01(b) shall be made in such amount as may be requested by an Authorized Representative to enable the City to pay the principal of and interest on Commercial Paper Notes maturing on the date of such Revolving Loan. Notwithstanding anything herein to the contrary, the Bank shall have no obligation to make a Revolving Loan if the sum of such Revolving Loan plus the aggregate principal amount of the outstanding Revolving Loans and Term Loans would exceed the Commitment then in effect. Each Revolving Loan shall be in an aggregate principal amount equal to the Principal Component plus the Interest Component, if any, of such Revolving Loan. The aggregate Principal Component of all Revolving Loans made on any date shall not exceed the Available Principal Commitment on such date. The aggregate Interest Component of all Revolving Loans made on any date shall equal the lesser of (i) the Available Interest Commitment on such date and (ii) the actual aggregate amount of interest, if any, accrued on the Commercial Paper Notes to be paid with the proceeds of such Loan. The City may borrow under this Section 2.01(b), prepay under Section 2.07 hereof, and reborrow under this Section 2.01(b) at any time and from time to time during the Revolving Credit Period.

(c) *Term Loans.* The Bank agrees, on the terms and conditions hereinafter set forth, to make a Term Loan to the City on each Conversion Date in an amount equal to the outstanding principal amount of the related Revolving Loan that matures on such Conversion Date; *provided, however,* that the aggregate outstanding principal amount of all Loans by the Bank shall at no time exceed the amount of the Commitment.

Section 2.02. Method of Borrowing. (a) *Revolving Loans.* (i) Pursuant to the Ordinance and the Issuing and Paying Agency Agreement, the City has authorized and directed the Issuing and Paying Agent to act as its agent in the issuance, authentication, delivery and payment of Commercial Paper Notes and in effecting borrowings under this Agreement to pay the maturing principal of and interest on Commercial Paper Notes. Each Revolving Loan shall be made upon the Issuing and Payment Agent's irrevocable notice, on behalf of the City, to the Bank, which may be given by telephone. If, on any Business Day prior to the Commitment Termination Date, the Bank receives not later than 11:30 a.m. a Request for Loan from the Issuing and Paying Agent, the Bank shall, subject to the terms of Section 2.01 and the satisfaction of the conditions set forth in Section 4.02, transfer to the Issuing and Paying Agent not later than 2:15 p.m., an amount equal to the amount requested in the related Request for Loan. A Request for Loan shall be irrevocable after receipt thereof by the Bank. With respect to any such Request for Loan received by the Bank after 11:30 a.m. on a Business Day, the Bank shall be required to make such loan by 2:00 p.m. on the immediately succeeding Business Day. Each telephonic notice by the Issuing and Paying Agent, on behalf of the City, pursuant to this Section 2.02(a)(i) must be confirmed promptly by delivery to the Bank of a Request for Loan appropriately completed and signed by the Issuing and Paying Agent. Each Request for Loan (whether telephonic or written) shall specify (i) the requested date of the Revolving Loan (which shall be a Business Day) and (ii) the principal amount of Revolving Loans to be borrowed and (iii) whether such Loan will be used to pay the principal of, or interest on, the Commercial Paper Notes. Subject to the conditions set forth in this Section and in Section 4.02 hereof, the Bank agrees to honor a Request for Loan received on any date it has delivered a Non-Issuance Instruction pursuant to Section 4.04 hereof that is also a date upon which Commercial Paper Notes are due and payable by making the Revolving Loan requested in accordance with this paragraph (a)(i). Any Request for Loan received by the Bank shall be irrevocable and binding upon the Issuing and Paying Agent and the City.

(ii) If the Bank is requested to make Revolving Loans hereunder on a day on which the City is to repay all or any part of the principal of outstanding Revolving Loans ("*Existing Revolving Loans*"), the Bank shall apply the proceeds of the requested Revolving Loans to repay such Existing Revolving Loans and only an amount equal to the excess (if any) of the principal amount of such Revolving Loans being borrowed over the outstanding principal of and accrued interest on such Existing Revolving Loans shall be made available by the Bank to the City.

(b) *Term Loans.* Subject to the satisfaction of the terms and conditions of Section 4.03 hereof, on each Conversion Date any unpaid principal amount of a Revolving Loan on such Conversion Date shall automatically convert into a Term Loan and the proceeds of such Term Loan shall be used to pay in full the related Revolving Loan.

Section 2.03. Repayment; Bank Note. (a) Each Revolving Loan shall be paid in full on the earliest of the following (the "*Conversion Date*"): (i) the date occurring 91 days after the date of such Revolving Loan, (ii) the Commitment Termination Date and (iii) the Business Day when Commercial Paper Notes are sold to fund such repayment pursuant to Section 6.25 hereof. Notwithstanding the foregoing, the Interest Component of each Revolving Loan, if any, shall be due and payable on the date that is two (2) Business Days after the date such Loan is made.

(b) The principal of each Term Loan shall be repaid in full no later than the Final Maturity Date. The principal amount of each Term Loan shall be payable in equal (or nearly equal), semi-annual installments, commencing on the Conversion Date for such Term Loan and continuing on each six-month anniversary of the Conversion Date to and including the Final Maturity Date for such Term Loan. Notwithstanding the foregoing, the aggregate principal amount of, and interest on, all Loans shall be repaid on or before the Final Maturity Date.

(c) Each Loan made by the Bank shall be evidenced by the Bank Note, payable to the order of the Bank and in the principal amount equal to its Commitment. The Bank Note shall bear interest and shall be due and payable on the dates, in the amounts, and under the circumstances set forth herein and in the Bank Note.

(d) The Bank shall record, and prior to any transfer of the Bank Note shall endorse on the schedules forming a part thereof, appropriate notations to evidence the date, amount, type and maturity of each Loan made by it and the date and amount of each payment of principal made by the City with respect thereto; *provided, however*, that the failure of the Bank to make any such recordation or endorsement shall not affect the obligations of the City hereunder or under the Bank Note. In any legal action or proceeding in respect of this Agreement or the Bank Note, the notations made on the Bank Note or as provided by the Bank's accounting records shall be presumptive evidence of the existence and amount due thereunder, absent of manifest error. The Bank is hereby authorized by the City so to endorse the Bank Note and to attach to and make a part of the Bank Note a continuation or substitution of any such schedule as and when required.

Section 2.04. Interest. (a) Subject to the provisions of subsection (b) below, the City shall pay interest on the unpaid principal amount of each Loan, from the date of such Loan until such principal amount shall be paid in full, at the Bank Rate, payable monthly in arrears on the first Business Day of each calendar month (commencing on the first such date to occur after the making of such Loan), on the Commitment Termination Date, on the Final Maturity Date and on the date any Loan shall be paid or prepaid.

(b) (i) During the continuance of an Event of Default and if any amount of principal of any Loan is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, such amount shall hereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(ii) If any amount (other than principal of any Loan) payable by the City under any Related Document is not paid when due (without regard to any applicable grace periods), whether at stated maturity, by acceleration or otherwise, then upon the request of the Bank, such amount shall thereafter bear interest at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iii) Upon the request of the Bank, while any Event of Default exists, the City shall pay interest on the principal amount of all outstanding Obligations hereunder at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws.

(iv) Accrued and unpaid interest on past due amounts (including interest on past due interest, to the extent permitted by law) shall be due and payable upon demand.

(c) Anything in this Agreement to the contrary, in no event shall the rate of interest payable by the City on any Obligation incurred hereunder exceed the Maximum Interest Rate. If the rate of interest payable on any Obligation incurred by the City hereunder shall exceed the Maximum Interest Rate for any period for which interest is payable, then (i) interest at the Maximum Interest Rate shall be due and payable with respect to such interest period and (ii) interest at the rate equal to the difference between (A) the rate of interest calculated in accordance with the terms hereof and (B) the Maximum Interest Rate (the "*Excess Interest*"), shall be deferred until such date as the rate of interest calculated in accordance with the terms hereof ceases to exceed the Maximum Interest Rate, at which time the City shall pay to the Bank with respect to amounts then payable to the Bank that are required to accrue interest hereunder, such portion of the deferred Excess Interest as will cause the rate of interest then paid to the Bank to equal the Maximum Interest Rate, which payments of deferred Excess Interest shall continue to apply to such unpaid amounts hereunder until all deferred Excess Interest is fully paid to the Bank. Upon the termination of the Commitment and this Agreement, in consideration for the limitation of the rate of interest otherwise payable hereunder, to the extent permitted by the Laws of the State of Texas, the City shall pay to the Bank a fee equal to any accrued and unpaid Excess Interest on such date; *provided* that such payment shall not cause interest to exceed the Maximum Interest Rate; *provided further* that in no event shall interest accrue and be payable after such date.

(d) All computations of interest hereunder shall be made by the Bank on the basis of a year of 365 or 366 days, as the case may be, and all computations of fees shall be made by the Bank, on the basis of a year of 360 days, in each case for the actual number of days (including the first day but excluding the last day in the case of interest) occurring in the period for which such interest or fee is payable. Interest shall accrue on each Loan for the day on which the Loan is made, and shall not accrue on a Loan, or any portion thereof, for the day on which the Loan or such portion is paid, *provided* that any Loan that is repaid on the same day on which it is made shall bear interest for one day. Each determination by the Bank of an interest rate or fee hereunder shall be conclusive and binding on all parties for all purposes, absent demonstrable error. In addition, any calculation made pursuant to this Section 2.04(d) that would cause the interest paid, payable or accruing on the indebtedness of the City under this Agreement and the Bank Note to exceed the Maximum Interest Rate shall be adjusted so as to reduce the interest paid, payable and accruing hereunder to such Maximum Interest Rate, as more fully set forth in Section 2.04(c) hereof. All sums paid or agreed to be paid to the Bank for the use, forbearance or detention of the indebtedness evidenced by the Bank Note shall, to the extent permitted by law, be amortized, prorated, allocated and spread throughout the full term of such Bank Note. Each determination by the Bank of an interest rate or fee hereunder shall be conclusive and binding on all parties for all purposes, absent manifest error.

Section 2.05. Fees. The City hereby agrees to perform the obligations provided for in the Fee Letter, including, without limitation, the payment of any and all fees provided for therein. The terms of the Fee Letter are incorporated herein by reference.

Section 2.06. Termination or Reduction of Commitment. Notwithstanding any provisions of this Agreement to the contrary, the City agrees not to terminate this Agreement or reduce the Commitment prior to the Commitment Termination Date, except upon (i) the payment by the City to the Bank of the Termination Fee or Reduction Fee, as applicable, in the amount set forth in the Fee Letter, (ii) the payment to the Bank of all Obligations payable hereunder and (iii) the City providing the Bank with 30 days prior written notice of its intent to terminate this Agreement or reduce the Commitment; *provided* that all payments to the Bank referred to in clauses (i) and (ii) above shall be made in immediately available funds; *provided, however*, that any such termination of this Agreement shall be in compliance with the terms and conditions of the Ordinance. The City agrees that any termination of this Agreement as a result of the provision of any substitute facility pursuant to the terms of the Ordinance will require, as a condition thereto, that the City or the issuer of such facility will provide funds on the date of such termination or provision in an amount sufficient to pay in full at the time of termination all Obligations due and owing to the Bank hereunder.

(b) The Commitment shall terminate on the Commitment Termination Date. All Revolving Loans then outstanding (together with accrued interest thereon) shall be due and payable on the Commitment Termination Date, unless such Loans have been converted into Term Loans pursuant to the provisions of this Agreement.

(c) If the Commitment is terminated in its entirety, all accrued Facility Fees shall be payable on the effective date of such termination. If the amount of the Commitment is reduced, the Commitment Fee that has accrued on the amount by which the Commitment has been reduced shall be payable on the effective date of such reduction.

(d) In the event where the Dealer is selling new Commercial Paper Notes in order to pay off maturing Commercial Paper Notes and the City directs the Issuing and Paying Agent not to issue such Commercial Paper Notes up to the Maximum Note Rate, or otherwise limits the interest rate on an issuance of such Commercial Paper Notes to a rate of interest less than the Maximum Note Rate and, as a result of these actions, the Commercial Paper Notes are not sold, a Loan is incurred and thus the Bank is not reimbursed for a Loan the proceeds of which were used to pay the maturing Commercial Paper Notes, then the Commitment shall be permanently reduced by such principal amount and the City shall repay the related Loan within 30 days.

Section 2.07. Prepayments.

(a) *Optional Prepayments.* The City may, upon notice to the Bank, voluntarily prepay any Loan in whole or in part at any time, without penalty or premium, each such prepayment to be accompanied by the payment of accrued interest to the date of such prepayment on the amount prepaid, *provided* that (i) each partial prepayment shall be in a principal amount equal to at least \$1,000,000 and any integral multiple of \$100,000 in excess of \$1,000,000, and (ii) the City shall give the Bank written notice of prepayment at least one (1) Business Day prior to the date of the prepayment of a Loan. Each notice of prepayment shall be irrevocable and shall specify the date and the amount of the prepayment and identify the Loan to be prepaid.

(b) *Mandatory Prepayments.* If on any date (A) the sum of the aggregate principal amount of outstanding Loans exceeds the amount of the Commitment, the City shall immediately prepay the Loans in an amount equal to such excess, (B) the aggregate principal amount of outstanding Commercial Paper Notes exceeds the amount of the Available Commitment, the City shall immediately prepay the Loans in an amount equal to such excess, or (C) any Commercial Paper Notes are sold to finance the repayment of a Loan, the City shall immediately prepay any outstanding Loans (if any) in an amount equal to the sum of the proceeds from such sale. Each such prepayment shall be accompanied by the payment of accrued interest to the date of such prepayment on the amount prepaid.

(c) *Application.* Any amount of principal of a Revolving Loan prepaid may be reborrowed in accordance with Section 2.01 hereof. Any amount of principal of a Term Loan prepaid shall be applied to reduce the installments of principal due and payable hereunder with respect to such Term Loan in the inverse order of maturity.

Section 2.08. General Provisions as to Payment. The following general provisions shall apply to all payments of Facility Fees, payments on the Loans and the Bank Note and all other payment Obligations under this Agreement:

(a) the Bank shall calculate and notify the City in writing of the amounts payable by the City hereunder; *provided, however*, that the failure of the Bank to provide such notice shall not affect the obligations of the City to make any payments owed to the Bank hereunder. All payments to be made by the City shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the City hereunder shall be made to the Bank to which such payment is owed, at the Lending Office in Dollars and in immediately available funds not later than 2:00 p.m. on the date specified herein. All payments received by the Bank after 2:00 p.m. shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the City shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) *Funding Source.* Nothing herein shall be deemed to obligate the Bank to obtain the funds for any Loan in any particular place or manner or to constitute a representation by the Bank that it has obtained or will obtain the funds for any Loan in any particular place or manner.

Section 2.09. Extension of Revolving Credit Period. No more than 120 days prior to the Commitment Termination Date (the “Deadline”), the City may request in writing to the Bank (each such request being irrevocable) an extension of the Commitment Termination Date. If the City shall make such a request prior to the Deadline, the Bank shall, within 45 days of such request, notify the City in writing whether or not it consents to such request and the terms and conditions upon which it will consent to such request (including conditions relating to pricing and legal documentation). The Bank shall have no obligation whatsoever to consent to any request for an extension of the Commitment Termination Date, and any such extension shall be subject to

approval by the Bank. If the Bank shall not notify the City of its consent to such extension, the Bank shall be deemed to have rejected the City's request for an extension. If the Bank (in its sole and absolute discretion) shall agree to extend the Commitment Termination Date, then the Bank and the City shall enter into an amendment of this Agreement and deliver a copy of any such amendment, executed by the parties thereto, to the Issuing and Paying Agent, the Dealer and each Rating Agency then rating the Commercial Paper Notes.

Section 2.10. Obligations Absolute. The obligations of the City under this Agreement shall be absolute, unconditional and irrevocable and shall be paid or performed strictly in accordance with the terms of this Agreement, under all circumstances whatsoever, including, without limitation, the following circumstances: (i) any lack of validity, legality or enforceability of this Agreement, the Bank Note or any other Related Document, or any other instrument, agreement or other document executed and delivered by the City in connection with any of the foregoing; (ii) any amendment or waiver of or any consent to departure from all or any of the Related Documents, or any other instrument, agreement or other document executed and delivered by the City in connection with any of the foregoing; (iii) any statement or other document presented under this Agreement proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever; (iv) the making of a Loan after the delivery of a Request for Loan that does not comply with the terms of this Agreement; (v) the existence of any claim, set-off, defense or other rights which the City may have at any time against the Issuing and Paying Agent (or any Person for whom the Issuing and Paying Agent may be acting), any Holder, the Dealer, the Bank or any other Person, whether in connection with this Agreement, the transactions contemplated herein or in the Related Documents or any unrelated transaction; or (vi) any other circumstance which might constitute a legal or equitable discharge of any obligations hereunder (whether or not similar to any of the foregoing), it being agreed that the obligations hereunder shall not be discharged except by the performance thereof strictly in accordance with the terms of this Agreement including, without limitation, the payment in full as herein provided of all amounts owing hereunder.

ARTICLE III

TAXES, YIELD PROTECTION AND ILLEGALITY

Section 3.01. Taxes.

(a) *Payments Free of Taxes; Obligation to Withhold; Payments on Account of Taxes.*
(i) Any and all payments by or on account of any obligation of the City hereunder or under any other Related Document shall to the extent permitted by applicable Laws be made free and clear of and without reduction or withholding for any Taxes. If, however, applicable Laws require the City or the Bank to withhold or deduct any Tax, such Tax shall be withheld or deducted in accordance with such Laws as determined by the City or the Bank, as the case may be, upon the basis of the information and documentation to be delivered pursuant to subsection (e) below.

(ii) If the City or the Bank shall be required by the Code to withhold or deduct any Taxes, including both United States Federal backup withholding and withholding taxes, from any payment, then (A) the Bank shall withhold or make such deductions as it shall determine to be

required based upon the information and documentation it has received pursuant to subsection (e) below, (B) the Bank shall timely pay the full amount withheld or deducted to the relevant Governmental Authority in accordance with the Code, and (C) to the extent that the withholding or deduction is made on account of Indemnified Taxes or Other Taxes, the sum payable by the City shall be increased as necessary so that after any required withholding or the making of all required deductions (including deductions applicable to additional sums payable under this Section) the Bank receives an amount equal to the sum it would have received had no such withholding or deduction been made.

(b) *Payment of Other Taxes by the City.* Without limiting the provisions of subsection (a) above, the City shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Laws.

(c) *Tax Indemnifications.* (i) Without limiting the provisions of subsection (a) or (b) above, the City shall, and does hereby, to the extent permitted by the Laws of the State of Texas, indemnify the Bank and shall make payment in respect thereof within ten (10) days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) withheld or deducted by the City or the Bank, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of any such payment or liability delivered to the City by the Bank shall be conclusive absent manifest error.

(ii) Without limiting the provisions of subsection (a) or (b) above, the Bank shall, and does hereby, indemnify the City, and shall make payment in respect thereof within ten (10) days after written demand therefor, against any and all Taxes and any and all related losses, claims, liabilities, penalties, interest and expenses (including the fees, charges and disbursements of any counsel for the City) incurred by or asserted against the City by any Governmental Authority as a result of the failure by the Bank to deliver, or as a result of the inaccuracy, inadequacy or deficiency of, any documentation required to be delivered by the Bank to the City pursuant to subsection (e). The agreements in this clause (ii) shall survive the replacement of the Bank, the termination of the Commitment and the repayment, satisfaction or discharge of all other Obligations.

(d) *Evidence of Payments.* Upon request by the City or the Bank, as the case may be, after any payment of Taxes by the City or by the Bank to a Governmental Authority as provided in this Section 3.01, the City shall deliver to the Bank or the Bank shall deliver to the City, as the case may be, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of any return required by Laws to report such payment or other evidence of such payment reasonably satisfactory to the City or the Bank, as the case may be.

(e) *Status of the Bank; Tax Documentation.* (i) The Bank shall deliver to the City, at the time or times prescribed by applicable Laws or when reasonably requested by the City, such properly completed and executed documentation prescribed by applicable Laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the City to determine (A) whether or not payments made hereunder or under any other Related

Document are subject to Taxes, (B) if applicable, the required rate of withholding or deduction, and (C) the Bank's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to the Bank by the City pursuant to this Agreement or otherwise to establish the Bank's status for withholding tax purposes in the applicable jurisdiction.

(ii) Without limiting the generality of the foregoing, if the City is resident for tax purposes in the United States, the Bank shall deliver to the City executed originals of Internal Revenue Service Form W-9 or such other documentation or information prescribed by applicable Laws or reasonably requested by the City as will enable the City to determine whether or not the Bank is subject to backup withholding or information reporting requirements.

(iii) The Bank shall promptly (A) notify the City of any change in circumstances which would modify or render invalid any claimed exemption or reduction, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of the Bank, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Laws of any jurisdiction that the City make any withholding or deduction for taxes from amounts payable to the Bank.

Section 3.02. Increased Costs.

(a) *Increased Costs Generally.* If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Bank or any Participant;

(ii) subject the Bank or any Participant to any taxes on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on the Bank or any Participant any other condition, cost or expense affecting this Agreement;

and the result of any of the foregoing shall be to increase the cost to the Bank or any such Participant with respect to this Agreement or to reduce the amount of any sum received or receivable by the Bank or any such Participant hereunder (whether of principal, interest or any other amount) then, upon request of the Bank or any such Participant, the City will pay to the Bank or any such Participant, such additional amount or amounts as will compensate the Bank or any such Participant, for such additional costs incurred or reduction suffered.

(b) *Capital Requirements.* If the Bank or any Participant determines that any Change in Law affecting the Bank or any such Participant or the Bank's any such Participant's holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on the Bank's or any such Participant's capital or liquidity or on the capital or liquidity of the Bank's or any such Participant's holding company, if any, as a consequence of this Agreement to a level below that which the Participant or any such Participant

or the Bank's or any such Participant's holding company could have achieved but for such Change in Law (taking into consideration the Bank's or any such Participant's policies and the policies of the Bank's or any such Participant's holding company with respect to capital adequacy), then from time to time the City will pay to the Bank or any such Participant, such additional amount or amounts as will compensate the Bank or any such Participant or the Bank's or any such Participant's holding company for any such reduction suffered.

(c) *Certificates for Reimbursement.* A certificate of the Bank setting forth the amount or amounts necessary to compensate the Bank or any such Participant or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to the City shall be conclusive absent manifest error. The City shall pay the Bank or any such Participant the amount shown as due on any such certificate within ten (10) days after receipt thereof and any amount outstanding after such due date shall accrue interest at the Default Rate.

(d) *Delay in Requests.* Failure or delay on the part of the Bank to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of the Bank's right to demand such compensation; *provided* that the City shall not be required to compensate the Bank pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine (9) months prior to the date that the Bank notifies the City of the Change in Law giving rise to such increased costs or reductions and of the Bank's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine (9) month period referred to above shall be extended to include the period of retroactive effect thereof).

Section 3.03. Mitigation Obligations. If the Bank requests compensation under Section 3.02, or the City is required to pay any additional amount to the Bank or any Governmental Authority for the account of the Bank pursuant to Section 3.01, or if the Bank gives a notice pursuant to Section 3.02, then the Bank shall, as applicable, use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of the Bank, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.01 or 3.02, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 3.02, as applicable, and (ii) in each case, would not subject the Bank, as the case may be, to any unreimbursed cost or expense and would not otherwise be disadvantageous to the Bank, as the case may be. The City hereby agrees to pay all reasonable costs and expenses incurred by the Bank in connection with any such designation or assignment.

Section 3.04. Survival. All of the City's obligations under this Article III shall survive termination of the Commitment and repayment of all other Obligations hereunder.

ARTICLE IV

CONDITIONS

Section 4.01. Conditions to Closing and Effectiveness of this Agreement. The Bank's obligation to make Loans in accordance with Section 2.01 hereof shall become effective on the Effective Date subject to the satisfaction of conditions in this Section 4.01.

(a) The Bank shall have received on or before the Effective Date the following, each in form and substance satisfactory to the Bank and its counsel and, unless otherwise indicated, dated the Effective Date:

(i) a certified copy of the Ordinance authorizing the City's commercial paper program, the terms and conditions of the Commercial Paper Notes, authorizing the issuance of the Commercial Paper Notes and the City's execution, delivery and performance of this Agreement and the other Related Documents, which certificate shall state that the Ordinance have not been amended, repealed or rescinded, and is in full force and effect on the Effective Date;

(ii) the annual financial statements of the City for fiscal years ended September 30, 2024 and the annual financial statement of the City's Water Utility Fund for September 30, 2024;¹

(iii) the approving opinion of the Attorney General of Texas with respect to the proceedings relating to this Agreement;

(iv) a counterpart of this Agreement, duly executed by the City and the Bank;

(v) a duly executed original of the Bank Note, complying with the provisions of Section 2.03 hereof and substantially in the form of Exhibit C hereto;

(vi) executed copies of the Related Documents;

(vii) a certificate of an Authorized Representative, certifying that all conditions precedent set forth in the Ordinance with respect to issuance of the Commercial Paper Notes shall have been satisfied;

(viii) a certificate of the Chief Financial Officer of the City, which shall certify, among other things, (A) as to the matters described in paragraph (b) below and (B) that all conditions in this Section 4.01 have been satisfied (with the exception of 4.01(a)(xiii) and 4.01(d) hereof);

¹ **NTD:** Confirm FYE 9/30/24 numbers are available.

(ix) (A) opinions of Co-Bond Counsel, addressed to the Bank in form and substance satisfactory to the Bank and its counsel, relating to this Agreement and (B) an opinion of the City Attorney, on which the Bank may rely, substantially in the form of Exhibit D hereto, with such changes, modifications, deletions, or additions as may be acceptable to the City Attorney and counsel for the recipients thereof;

(x) certified copies of the Issuing and Paying Agency Agreement and the Dealer Agreement;

(xi) certified copies of all approvals or authorizations by, or consents of, or notices to or registrations with, any Governmental Authority required for the City to enter into this Agreement and the Related Documents and of all such approvals, authorizations, consents, notices, or registrations required to be obtained or made prior to the Effective Date in connection with the transactions contemplated hereby and by the Related Documents;

(xii) a certificate of an Authorized Representative, certifying the names and true signatures of the officers of the City authorized to sign this Agreement, the Bank Note and the other Related Documents;

(xiii) such financial information, budgets, projections, investment policies and guidelines for permitted investments of the City as the Bank may reasonably request;

(xiv) such other documents, opinions, or certificates reasonably requested by the Bank; and

(xv) written confirmation that (i) the Commercial Paper Notes have been rated “F1+” by Fitch and “A-1” by S&P and (ii) the Prior Lien Bonds have been rated “AA” by Fitch and “AAA” by S&P.

(b) (i) The representations and warranties contained in Article V of this Agreement and in each other Related Document and certificate or other writing delivered to the Bank pursuant hereto on or prior to the Effective Date shall be true and correct in all material respects on and as of the Effective Date as though made on and as of such date, except to the extent a representation or warranty relates specifically to an earlier date (in which case such representation or warranty shall be true and correct in all material respects as of such date); (ii) no Event of Default or event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default shall have occurred and be continuing on the Effective Date; (iii) since September 30, 2024, there has been no material adverse change in the business, properties, condition (financial or otherwise), or operations, present or prospective, of the City; and (iv) all conditions precedent in this Article IV have been satisfied.

(c) The effectiveness of this Agreement, the making of a Loan and the consummation of the other transactions contemplated by this Agreement and the Ordinance shall not contravene any law, rule or regulation applicable to the City or the Bank or any request, guideline or directive (or

the interpretation or administration of any of the foregoing) of any Governmental Authority with jurisdiction over either the City or the Bank.

(d) All proceedings in connection with this Agreement, and all documents incidental thereto, shall be satisfactory to the Bank and its counsel.

Section 4.02. Conditions to Revolving Loans. The obligation of the Bank to make any Revolving Loan is subject to the satisfaction of each condition in Section 4.01 hereof on or prior to the Effective Date, receipt by the Bank of a Request for Loan in accordance with Section 2.02(a) hereof and the satisfaction of the further condition that no Special Event of Default or Suspension Event shall have occurred and be continuing. In addition, the Bank shall have no obligation to make a Revolving Loan to the City to pay the principal of or interest on any Commercial Paper Note that was issued by the City after receipt by the Issuing and Paying Agent and the City of a Non-Issuance Instruction. The making of each Loan hereunder shall be deemed to be a representation and warranty by the City on the date of such borrowing that no Special Event of Default or Suspension Event shall have occurred or be continuing.

Section 4.03. Conditions to Term Loan. The obligation of the Bank to make any Term Loan is subject to: (i) the representations and warranties contained in Article V hereof and in each other Related Document and certificate or other writing delivered to the Bank pursuant hereto on or prior to the applicable Conversion Date shall be true and correct in all material respects on and as of the applicable Conversion Date as though made on and as of such date, except to the extent a representation or warranty relates specifically to an earlier date (in which case such representation or warranty shall be true and correct in all material respects as of such date); (ii) no Default or Event of Default shall have occurred and be continuing on the applicable Conversion Date; and (iii) the Bank shall have received a certificate, signed by an Authorized Representative and dated the applicable Conversion Date, confirming that all of the foregoing conditions have been satisfied.

Section 4.04. Conditions Precedent to Each Note Issuance; Non-Issuance Instruction. No Commercial Paper Note shall be issued unless on the date of such issuance, each of the following conditions precedent shall have been fulfilled in a manner satisfactory to the Bank (or waived by the Bank in writing):

(a) *Representations and Warranties, No Event of Default.* The representations and warranties of the City contained herein, each other Related Document and each certificate or other writing delivered to the Bank pursuant hereto or thereto on or prior to the date of such issuance shall be true and correct in all material respects on and as of such date as though made on and as of such date, except to the extent a representation or warranty relates specifically to an earlier date (in which case such representation or warranty shall be true and correct in all material respects as of such date), and no Event of Default or Default shall have occurred and be continuing on such date or would result from such issuance.

(b) *Commercial Paper Notes.* All conditions precedent for the issuance of the Commercial Paper Notes hereunder and under the Ordinance shall have been satisfied.

(c) *Ordinance.* The Ordinance shall be in full force and effect.

(d) *Governmental Approvals.* No registration, notice, qualification or other filing is required to be made with any Governmental Authority in connection with the issuance of the Commercial Paper Notes or, if required to be made, has been or will be made prior to the date of such issuance.

(e) *Non-Issuance Instruction.* The Bank shall not have given a Non-Issuance Instruction.

(f) *Available Commitment.* After the issuance of the Commercial Paper Notes, the aggregate principal amount of all Commercial Paper Notes that will be outstanding immediately after such issuance together with the interest that will accrue thereon will not exceed the amount of the Available Commitment.

Unless the City shall have previously advised the Bank in writing that one or more conditions set forth in subsections (a), (b), (c), (d) and (f) of this Section 4.04 have not been satisfied, the City shall be deemed to have represented and warranted that on the date of such issuance or authentication of any Commercial Paper Note the above conditions have been satisfied. The Bank may deliver a notice to the Issuing and Paying Agent and to the City, in the form of Exhibit A attached hereto directing the City not to issue and the Issuing and Paying Agent not to authenticate any Commercial Paper Note (a “*Non-Issuance Instruction*”), at any time that the Bank shall have determined that any condition to the issuance of any Commercial Paper Note has not been satisfied. The Non-Issuance Instruction may be delivered by telecopy, by United States mail or electronic email or by messenger, and may also be given by telephone if promptly confirmed in writing, *provided* that the failure to confirm such Non-Issuance Instruction promptly in writing shall not render any telephonic notice ineffective or invalid in any respect. Upon receipt of such Non-Issuance Instruction, the City shall not issue and the Issuing and Paying Agent shall not authenticate any Commercial Paper Note, in each case unless and until the Bank rescinds in writing such Non-Issuance Instruction. The City shall use its best efforts to cause the Issuing and Paying Agent to comply immediately with any such Non-Issuance Instruction. The Bank shall not incur any liability as a result of the Bank’s giving any Non-Issuance Instruction that, in its good faith judgment, the Bank determines to be in accordance with this Section 4.04. The Bank agrees that if, after the delivery of a Non-Issuance Instruction, the Bank determines that the conditions to the issuance of any Commercial Paper Note have been satisfied and the Bank has received a notice from an Authorized Representative to such effect, then the Bank shall promptly deliver a notice (a copy of which shall be delivered by the Bank to the City and the Dealer) to the Issuing and Paying Agent, rescinding such Non-Issuance Instruction.

Notwithstanding the foregoing, the City shall provide no fewer than ninety (90) days’ written notice to the Bank of its intention to increase the amount of the Commercial Paper Notes outstanding; provided, that the failure of the City to provide such written notice, or the issuance of Commercial Paper Notes in excess of the amount reflected in the notice, shall not result, in and of itself, in the Bank having the ability to issue a Non-Issuance Instruction. Failure to provide notice as provided above shall not constitute a Default or an Event of Default hereunder.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

To induce the Bank to enter into this Agreement, extend the Commitment and make Revolving Loans and Term Loans, the City represents and warrants to the Bank on the Effective Date and on the date of each Revolving Loan and Term Loan that:

Section 5.01. Authorization; No Conflict. The execution and delivery of this Agreement, the execution and delivery of the Bank Note, the authorization and issuance of the Commercial Paper Notes, the execution and delivery of the other Related Documents, any borrowings represented by the Revolving Loans and Term Loans hereunder and the performance by the City of its obligations under this Agreement, the Bank Note and the other Related Documents, are within the City's powers, have been duly authorized by all necessary governmental action, have received all necessary approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the Constitution of the State of Texas or of any agreement binding upon the City.

Section 5.02. Validity and Binding Nature; Commercial Paper Notes and Bank Note Special Obligations of City. This Agreement, the Bank Note (to the extent Revolving Loans and Term Loans are made thereunder), and the other Related Documents are, and the Commercial Paper Notes when issued will be, legal, valid, and binding obligations of the City enforceable against the City in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, or other similar laws affecting the enforceability of the rights of creditors generally. The Bank Note (to the extent Revolving Loans or Term Loans are made hereunder) are, and the Commercial Paper Notes when issued will be, the special obligations of the City payable from and secured solely by the funds pledged therefor pursuant to the Ordinance. To provide for the payment of the principal of and interest on the Notes, the Bank Note and any other amounts due under this Agreement and the Fee Letter as the same shall become due and payable, the Ordinance grants a lien on and pledge of, subject only to the provisions of the Ordinance permitting the application thereof for purposes and on the terms and conditions set forth therein, (i) the proceeds from (A) the sale of Prior Lien Bonds or Subordinated Obligations of the City issued for such purpose and (B) the sale of Commercial Paper Notes issued pursuant to the Ordinance for such purpose, (ii) Loans, (iii) the amounts held in the Series G Note Payment Fund (reaffirmed under Section 2.09 of the Ordinance) until the amounts deposited therein are used for authorized purposes, *provided, however*, amounts in the Series G Note Payment Fund attributable to and derived from Loans shall be used only to pay, prior to any application to the payment of the Bank Note, the principal of and interest on the Project Notes in full, and (iv) the amounts remaining on deposit in the Series G Note Construction Account (reaffirmed under Section 2.11 of the Ordinance) after payment of all Project Costs (as defined in the Ordinance). Additionally, to provide security for the payment of the principal of and interest on any obligation incurred under this Agreement and the Fee Letter that results in the delivery of the Bank Note and any other amounts due under this Agreement and the Fee Letter as the same shall become due and payable, the Ordinance grant a lien on and pledge of the Pledged Revenues, subject only to the provisions of the Ordinance permitting the application thereof for purposes and on terms and conditions set forth therein, such lien on and pledge of Pledged Revenues to the Bank Note and other amounts

due under this Agreement and the Fee Letter, however, being subordinate only to the lien and pledge of the Pledged Revenues securing the payment of the Prior Lien Bonds and the debt service and reserve funds relating thereto.

Section 5.03. Litigation and Continuing Liabilities. No litigation, arbitration proceedings, or governmental proceedings are pending or threatened against the City or the System which question or seek to limit the right, power, or authority of the City to operate the System, to enter into this Agreement, to issue the Bank Note, to issue the Commercial Paper Notes, to enter into the other Related Documents or to perform any of its obligations under this Agreement, the Bank Note or the other Related Documents or that would, if adversely determined, materially and adversely affect the financial condition of the System.

Section 5.04. Governmental Approval. No approval, permit, consent or authorization of, or registration or filing with, any governmental or public agency, authority or Person not already obtained or made is required on the part of the City in connection with the execution and delivery by the City or the performance of any of its obligations under this Agreement, the Bank Note or the other Related Documents.

Section 5.05. Lien in Favor of the Bank. The obligations of the City to the Bank under this Agreement, the Fee Letter and the Bank Note are secured by a valid lien on and pledge of the Pledged Revenues in favor of the Bank, which lien thereon shall be subordinate only to the Prior Lien Bonds and the debt service and reserve funds relating thereto. The lien on and pledge of the Pledged Revenues in favor of the Bank shall be for the equal and proportionate benefit of the Bank Note, all obligations and amounts payable to the Bank under (i) this Agreement, (ii) the Fee Letter and (iii) the Bank Note, and the obligations of the City under the Series F Bank Note, all of which shall be of equal rank without preference, priority or distinction, as to the lien or otherwise. Chapter 1208, Texas Government Code provides that no filing, registering, recording or publication of the Ordinance or any other instrument is required to establish a pledge of Pledged Revenues under the Ordinance or to perfect, protect or maintain the lien created thereby on the Pledged Revenues. In the event Chapter 1208, Texas Government Code is amended at any time while any obligations remain outstanding under the Agreement, the Fee Letter or the Bank Note, such that the lien on the Pledged Revenues is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, the City agrees to take such action to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, to maintain perfection of the lien on the Pledged Revenues.

Section 5.06. Defaults. The City is not in default under (i) any order, writ, injunction or decree of any court or governmental body, agency or other instrumentality applicable to it, or (ii) any law or regulation applicable to it, or (iii) any of its Debt secured by Pledged Revenues, or (iv) any contract, agreement or instrument to which it, acting on behalf of the System, is a party or by which it or the property of the System is bound, in each case, which default could have a material adverse effect on the properties, business, revenues, condition (financial or other), or results of operations of the System or an adverse effect on the validity or enforceability of, or the authority or ability of the City to perform its obligations under, this Agreement and the Related Documents; and no event has occurred which with the giving of notice or the passage of time or both would constitute such a default. No Default or Event of Default has occurred or is continuing hereunder.

Section 5.07. Financial Statements. The Audited Financial Statements all examined and reported by nationally recognized independent certified public accountants, as heretofore delivered to the Bank, fairly present the financial condition of the City, in all material respects, as of said dates and the results of the operations of the City for each such periods, respectively, and have been prepared in accordance with GAAP except as stated in the notes thereto. As of the date hereof, the City has no contingent liabilities, which are material to it other than as indicated on such financial statements or as otherwise disclosed to the Bank in writing. Since the date of the Audited Financial Statements, there have been no material adverse changes in the financial condition of the City nor has any event occurred which could reasonably be expected to result in a Material Adverse Effect.

Section 5.08. Complete and Correct Information. All information, reports, and other papers and data with respect to the System furnished by the City to the Bank in connection with this Agreement were, at the time the same were so furnished, complete and correct in all material respects, to the extent necessary to give the Bank a true and accurate knowledge of the subject matter. No document furnished or statement made by the City in connection with the negotiations, preparation, or execution of this Agreement contains any untrue statement of a fact material to its creditworthiness or omits to state a material fact necessary in order to make the statements contained therein not misleading.

Section 5.09. Other Documents. The representations and warranties made by the City in each of the Related Documents to which it is a party are hereby incorporated herein by this reference and are hereby reaffirmed and restated by the City for the benefit of the Bank as if such representations and warranties were fully set forth herein. Except as otherwise provided herein, no amendment, modification, termination or replacement of any such representations, warranties, covenants and definitions contained in the Related Documents to which it is a party shall be effective to amend, modify, terminate or replace the representations, warranties, covenants and definitions incorporated herein by this reference, without the prior written consent of the Bank.

Section 5.10. Regulation U. The City is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and will not use the proceeds of the Commercial Paper Notes or any Loans made hereunder so as to violate Regulation U as it may be amended or interpreted from time to time by the Board of Governors of the Federal Reserve System.

Section 5.11. Legislation. No legislation has been enacted which in any way materially adversely affects or which prohibits (i) the issuance or delivery of the Commercial Paper Notes, (ii) the execution and delivery of this Agreement or any of the other Related Documents to which the City is a party, (iii) the creation, organization or existence of the City or the titles to office of any officers thereof, or (iv) the power of the City to perform its obligations under the Act, or under this Agreement or any of the other Related Documents to which the City is a party.

Section 5.12. Issuance of Commercial Paper Notes. Each issuance of Commercial Paper Notes by the City shall be deemed a representation by the City that (a) the City has complied in all material respects with all of the terms and provisions of this Agreement, (b) on such date, and after

giving effect to the issuance of the Commercial Paper Notes, no Default or Event of Default has occurred or is continuing, (c) the representations and warranties of the City contained in this Agreement are true and correct in all material respects on and as of the date of issuance of the Commercial Paper Notes in question as though made on and as of such date, and (d) the aggregate amount of Commercial Paper Notes Outstanding, together with accrued interest thereon to maturity, after issuance of the Commercial Paper Notes will not exceed the Available Commitment.

Section 5.13. Tax-Exempt Status. The City has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other Person, which action, if taken or omitted, would adversely affect the exclusion of interest on the Commercial Paper Notes from gross income for Federal income tax purposes.

Section 5.14. Environmental Matters. The City has not received notice to the effect that the System is not in compliance with any of the requirements of applicable federal, state or local environmental, health and safety statutes and regulations or are the subject of any governmental investigation evaluating whether any remedial action is needed to respond to a release of any toxic or hazardous waste or substance into the environment, which non-compliance or remedial action could have a material adverse effect on the assets, financial condition, or operations of the City or its ability to perform its obligations under the Related Documents.

Section 5.15. Usury. The terms of this Agreement and the other Related Documents regarding the calculation and payment of interest and fees (except the fee described in Section 2.04(c), relating to the categorization of unpaid deferred Excess Interest as a fee, to which no representation is made) do not violate any applicable usury laws.

Section 5.16. ERISA. The City does not maintain or contribute to, and has not maintained or contributed to, any Employee Plan that is subject to Title IV of ERISA.

Section 5.17. Solvency. The City is solvent and able to pay its debts as they become due.

Section 5.18. Existence, Qualification and Power; Compliance with Laws. The City (a) is duly organized and validly existing under the provisions of the Constitution and laws of the State of Texas, and (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its governmental purposes and (ii) execute, deliver and perform its obligations under the Related Documents to which it is a party.

Section 5.19. Compliance with Laws. The City is in compliance in all Laws, ordinances, orders, rules and regulations applicable to it (including environmental laws and ERISA), except to the extent noncompliance could not reasonably be expected to result in a Material Adverse Effect.

Section 5.20. Paying Agent/Registrar; Dealer. U.S. Bank Trust Company, National Association (or a successor or assign approved in writing by the Bank, provided that written approval shall not be required in circumstances of succession or assignment due to merger, consolidation or other similar action), is the duly appointed and acting Issuing and Paying Agent,

and BofA Securities, Inc. (or a successor or assign approved in writing by the Bank, provided that written approval shall not be required in circumstances of succession or assignment due to merger, consolidation or other similar action), is the duly appointed and acting Dealer.

Section 5.21. Anti-Corruption Laws and Sanctions. (a) Neither the City nor any director, officer, employee, agent, affiliate or representative thereof, is an individual or entity that is, or is owned or controlled by one or more individuals or entities that are (i) currently the subject or target of any Sanctions, (ii) included on OFAC's List of Specially Designated Nationals or HMT's Consolidated List of Financial Sanctions Targets, or any similar list enforced by any other relevant sanctions authority or (iii) located, organized or resident in a Designated Jurisdiction. The City has conducted its businesses in compliance with all applicable Sanctions and has instituted and maintained policies and procedures designed to promote and achieve compliance with such Sanctions. To the best knowledge of the City, no Revolving Loan, Term Loan, use of proceeds or other transaction contemplated by this Agreement will be used in a manner that would violate Anti-Corruption Laws or applicable Sanctions.

(b) The City has conducted its business in compliance in all material respects with the United States Foreign Corrupt Practices Act of 1977, UK Bribery Act 2010, as applicable, and other applicable anti-corruption legislation in other jurisdictions, and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

ARTICLE VI

COVENANTS OF THE CITY

From the Effective Date and so long as the Bank is obligated to make Revolving Loans or Term Loans hereunder and under the Bank Note and until the payment in full of all of the obligations of the City under this Agreement and the Bank Note, the City shall, unless the Bank otherwise consents in writing:

Section 6.01. Maintenance of Existence. Take all steps within its control to maintain and preserve its existence as a public body corporate and politic and not merge or consolidate into any other Person.

Section 6.02. Maintenance of Rating. Use its best efforts to cause the Prior Lien Bonds to be continuously rated by at least one Rating Agency.

Section 6.03. Use of Proceeds. Expend the proceeds of each Revolving Loan and Term Loan solely for the purposes permitted by this Agreement and the Ordinance and as stated in the Request for Loan with respect thereto. The City shall adhere to the terms of the Investment Policy in effect as of the date hereof and will promptly notify the Bank in writing of any changes thereto. The City shall not use the proceeds of any credit extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose, in each case in violation of, or for a purpose which violates,

or would be inconsistent with, Regulation T, U or X of the Board of Governors of the Federal Reserve System. The City shall not use the proceeds of the Commercial Paper Notes for any purpose other than as provided for in the Ordinance and not in contravention of applicable Law. The City shall not request a Revolving Loan or Term Loan hereunder, and the City shall not use, and shall procure that the Issuing and Paying Agent and its respective directors, officers, employees and agents shall not use, the proceeds of any proceed from the Revolving Loan or Term Loan (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (b) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country, except to the extent permitted for a Person required to comply with Sanctions, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 6.04. Other Obligations. Perform and comply in all material respects with each and every obligation, covenant and agreement required to be performed or observed by it in or pursuant to the Related Documents, which provisions, as well as the related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety, *provided, however*, the Bank shall have no greater rights or remedies than the other parties to such Related Documents with respect to any such incorporated provisions than the rights or remedies expressly provided to such other parties, if any, as the same may be further limited, qualified, excluded or excepted by the terms of this Agreement, and such incorporated provisions in all respects shall be additionally subject to such limitations, qualifications, exclusions and exceptions provided for in any such Related Documents. To the extent any such incorporated provision permits the owners of one or more Commercial Paper Notes or any other Person or Persons to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the owners of one or more Commercial Paper Notes or any other Person or Persons, for purposes of this Agreement, such provision shall be complied with only if it is waived by the Bank and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank. No amendment to such obligations, covenants and agreements or defined terms made pursuant to any of the Related Documents shall be effective to amend such obligations, covenants and agreements and defined terms as incorporated by reference herein without the consent of the Bank. The City shall give prior notice to the Bank or any action referred to in this Section.

Section 6.05. Limitation on Issuance of Additional Debt. (i) Not issue additional Prior Lien Bonds unless the City satisfies all of the requirements for such issuance contained in the Prior Lien Bond Ordinance and the Chief Financial Officer of the City shall certify to the Bank that for the most recent Fiscal Year ending prior to the date of issuance of the then proposed Prior Lien Bonds, the Net Revenues were equal to at least 125% of the average annual principal and interest requirements on all Prior Lien Bonds and the then proposed Prior Lien Bonds and (ii) not issue any additional Subordinated Obligations (other than the Commercial Paper Notes, and the Series F Notes) unless the Chief Financial Officer of the City shall certify to the Bank that for the most recent Fiscal Year ending prior to the date of issuance of such proposed Subordinated Obligations, the Net Revenues were equal to at least 110% of the average annual principal and interest requirements on all outstanding Prior Lien Bonds and Subordinated Obligations (including the

Commercial Paper Notes and the Series F Notes amortized at the rate of 5.00% per annum over 30 years) and the then proposed Subordinated Obligations.

Section 6.06. Rate Covenant. Establish, maintain and collect such rates, charges and fees for the use and availability of the System at all times as are necessary (i) to produce Net Revenues for each Fiscal Year of the System at least equal to 125% of the maximum annual principal and interest requirements of all then outstanding Prior Lien Bonds and (ii) to produce Net Revenues for each Fiscal Year of the System at least equal to 110% of the maximum annual principal and interest requirements of all then outstanding Debt (including the Commercial Paper Notes and the Series F Notes amortized at rate of 5.00% per annum over 30 years).

Section 6.07. Operation of System. At all times continuously and efficiently operate the System, and maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by the City out of funds from sources other than the revenues of the System, unless made from surplus or excess Pledged Revenues as permitted in Section 16(b) of the Prior Lien Bond Ordinance.

Section 6.08. Maintenance of Insurance. Cause to be insured such parts of the System as would usually be insured by corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried with respect to the System unless the City's counsel gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. The foregoing provisions notwithstanding, the City shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the City. At any time while any contractor engaged in construction work on the System shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance.

Section 6.09. Inspection of Books. Keep adequate records and books of account, in which complete entries will be made, reflecting all financial transactions of the City; and at any reasonable time and from time to time, permit the Bank or any agents or representatives thereof to examine and make copies of and abstracts from the records and books of account of and visit the properties of, the City and to discuss the affairs, finances and accounts of the City with any of the City's officers, trustees and independent auditors (and by this provision, the City authorizes said auditors to discuss with the Bank or its agents or representatives, the affairs, finances and accounts of the City) in each case at the expense of the Bank; *provided, however*, that upon the occurrence and continuance of an Event of Default such expenses shall be borne by the City.

Section 6.10. Notice of Certain Events. Promptly notify the Bank of (i) the occurrence of any Default or Event of Default known to the City or which, with the exercise of reasonable diligence by the City, should have become known to the City, specifying the details of such Default

or Event of Default and the action that the City proposes to take with respect thereto; (ii) the failure by the Issuing and Paying Agent or by the Dealer to perform in any material respect any of their respective obligations under the Issuing and Paying Agency Agreement or the Dealer Agreement; (iii) the (x) existence and status of any litigation which individually or in the aggregate could, in the event of any unfavorable outcome, have a material adverse effect on or (y) passage of any state or local ordinance, law or rule not of general applicability to all Persons, either of which could reasonably be expected to have a material adverse effect on (A) the financial condition or operations of the System, (B) the Commercial Paper Notes or (C) the enforceability or validity of any of this Agreement or the Related Documents, and, if any of the following is reasonably likely to materially and adversely affect the rights of the Bank under this Agreement, the City will promptly notify the Bank; (iv) any change in any material fact or circumstance represented or warranted in this Agreement or in any of the other Related Documents; (v) any communications, reports or financial statements delivered or received by it from any taxing authority or rating agency with respect to the transactions contemplated hereby (together with a copy of such communication, report, or statement); and (vi) notice of any proposed substitution of this Agreement.

Section 6.11. Maintenance of Issuing and Paying Agent. Maintain in place an Issuing and Paying Agent under the Issuing and Paying Agency Agreement for the Commercial Paper Notes, and obtain the prior written consent of the Bank (which consent shall not be unreasonably withheld) to any change in the Person acting as Issuing and Paying Agent.

Section 6.12. Legislation. Promptly deliver to the Bank copies of all newly enacted State of Texas legislation of which the City has actual knowledge, which materially adversely affects or impacts this Agreement, the Bank Note or the Commercial Paper Notes or the ability of the City to perform its obligations in connection herewith or therewith.

Section 6.13. Additional Liens. Not incur, create or permit to exist any lien on the Pledged Revenues other than (i) the Prior Lien Bonds, (ii) the lien created pursuant to the Ordinance and (iii) any liens which are in all respects junior and subordinate to the lien created pursuant to the Ordinance. The City shall at all times keep the Pledged Revenues and every part thereof free and clear of all pledges and security interests except the pledges granted in or permitted by the Ordinance or permitted under the Related Documents and shall maintain the pledge of the Pledged Revenues to the Bank as a pledge of all right, title and interest of the City in the Pledged Revenues and all rights of the City to receive any amount of the Pledged Revenues, subject only to the rights of the owners of the Prior Lien Bonds and the owners of the Commercial Paper Notes and the Series F Notes.

Section 6.14. Amendments to Related Documents. Not enter into or consent to any amendments of or supplements to any Related Document or any waiver of the requirements thereof. Notwithstanding the foregoing, the City may enter into or consent to any amendments or supplements to the Related Documents that are reasonably necessary to extend the terms of the Issuing and Paying Agency Agreement or the Dealer Agreement, to provide for the payment of consideration for services rendered thereunder, and to attend to non-substantive administrative matters such as notice provisions and delivery instructions; *provided, however*, that the City delivers a copy of any such amendment or supplement to the Bank.

Section 6.15. Total Outstanding. Not permit the aggregate maturity value of all Notes Outstanding, and Revolving Loans and Term Loans outstanding at any time to exceed the Commitment in effect at such time.

Section 6.16. Tax Exemption. Not take any action, or omit to take any action, under present or future laws, rules, regulations, or official interpretations thereof which, if omitted or taken, would cause interest on the Commercial Paper Notes to be includable in the gross income of the owners thereof for federal tax purposes.

Section 6.17. Offering Memorandum. Other than as expressly consented to in writing by the Bank, not refer to the Bank in the Offering Memorandum or any other offering or reoffering document with respect to the Commercial Paper Notes or make any changes in reference to the Bank in any revision of such Offering Memorandum or any such offering or reoffering document without the Bank's prior written consent thereto, which consent shall not be unreasonably withheld.

Section 6.18. Compliance with Laws. Comply with the requirements of all applicable Laws of the United States and of the State of Texas, the noncompliance with which would, singly or in the aggregate, have a materially adverse effect on the ability of the City to operate the System or to perform its obligations pursuant to this Agreement, the Bank Note or the Related Documents.

Section 6.19. Efforts to Pay. In the event that any Loan is not paid at maturity, as quickly as possible take all action, to the extent market conditions permit, reasonably necessary to allow payment from any available System funds including proceeds from Prior Lien Bonds.

Section 6.20. Investments Generally. Promptly notify:

(a) the Bank in writing of any changes proposed to the Investment Policy, a copy of which has been delivered by the City to the Bank prior to the Effective Date, if the proposed change would increase the types of investments permitted by the Investment Policy;

(b) the Bank in writing, after the adoption thereof by the City, of any change in the Investment Policy, which change increases the types of investments permitted by the Investment Policy and of which change the Bank was not previously notified pursuant to clause (a) above; and

(c) the Bank in writing after the adoption by the City of any amendments to the City's Financial Management Performance Criteria, a copy of which has been delivered by the City to the Bank prior to the Effective Date.

Section 6.21. Maintenance of Approvals; Filings, Etc. At all times maintain in effect, renew and comply with all the terms and conditions of all consents, licenses, approvals and authorizations as may be necessary or appropriate under any applicable Law or regulation for its execution, delivery and performance of this Agreement and the other Related Documents.

Section 6.22. Accuracy of Information. Cause all data, certificates, reports, opinions of counsel, documents and other information furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to an amendment or modification of, or waiver under, this Agreement to, at the time the same are so furnished, (i) be complete and correct in all material respects to the extent necessary to give the Bank true and accurate knowledge of the subject matter thereof, and (ii) not contain any untrue statements of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading, and the furnishing of the same to the Bank shall constitute a representation and warranty by the City to that effect. Each financial statement furnished to the Bank, whether pursuant to this Agreement, or in connection with or pursuant to an amendment or modification of, or waiver under, this Agreement, shall, at the time the same is so furnished, fairly present the financial condition and results of operations of the City.

Section 6.23. Additional Documents. Furnish to the Bank from time to time at the City's expense, all further instruments and documents, duly executed and delivered by the City, and take all further action that may be reasonably necessary, or that the Bank may reasonably request, in order to (i) protect any security interest or other right or interest assigned, or purported to be assigned, to the Bank under or in connection with this Agreement, the Ordinance or any other Related Document, or (ii) enable the Bank to exercise or enforce its rights or remedies under or in connection with this Agreement, the Ordinance, or any other Related Document.

Section 6.24. Financial and Other Reports. Furnish the following reports (in an electronic or paper copy form) to the Bank:

(a) as soon as available and in any event not later than April 15 of the year following the end of each Fiscal Year, a copy of the City's annual unaudited financial statement with respect to the System for such Fiscal Year;

(b) as soon as available and in any event not later than July 1 of the year following the end of each Fiscal Year, a copy of the City's annual audited financial statement with respect to the System for such Fiscal Year, and a certificate of an officer of the City certifying as to the City's compliance with the covenants established in Section 6.06 hereof and that no Event of Default has occurred and is continuing or, if an Event of Default has occurred and is continuing, describing the nature thereof and the action the City proposes to take with respect thereto;

(c) as soon as available and in any event not later than 45 days after the end of each calendar quarter, a copy of a report showing the aggregate amount and maturities of Commercial Paper Notes outstanding at the end of such quarter and a summary of the aggregate principal amount of Commercial Paper Notes issued, rolled over and retired in such period;

(d) as soon as available but in any event not later than 40 days after the issuance thereof, copies of any prospectus, official statement, offering circular, placement memorandum, or similar corresponding document, and any supplements thereto and

updates and amendments thereof that the City makes available in connection with the offering for sale of any securities issued by the City secured by the Pledged Revenues;

(e) copies of the most current Investment Policy of the City as approved by the City Council as well as any amendment thereto;

(f) within 90 days of approval thereof and in any event no later than December 31 of each year, a copy of the annual budget; and

(g) promptly after a request therefor, such other information as is then available respecting the condition or operations, financial or otherwise, of the System as the Bank may reasonably request.

Section 6.25. Remarketing. Issue and sell Commercial Paper Notes as promptly as practicable after the making of a Loan evidenced by the Bank Note and use the proceeds of sale solely for the repayment of the Loan (and such proceeds of sale shall be deemed to be proceeds of Commercial Paper Notes for all the purposes of the Ordinance, this Agreement and the Bank Note).

Section 6.26. Commercial Paper Dealer. Appoint, or cause to be appointed, at all times, a Dealer, which is acceptable to the Bank. The Dealer in place on the Effective Date is acceptable to the Bank. The City agrees to cause the Dealer to use its best efforts to sell Commercial Paper Notes at par, up to the maximum rate applicable to Commercial Paper Notes, in order to repay maturing Commercial Paper Notes. If the Dealer fails to perform its duties under the Dealer Agreement (including, without limitation, an inability or failure to sell Commercial Paper Notes to pay maturing Commercial Paper Notes), then the City agrees, at the written request of the Bank, to cause the Dealer to be replaced with a Dealer satisfactory to the Bank. The City agrees to obtain the written consent of the Bank (which consent shall not be unreasonably withheld) prior to the appointment of a successor Dealer. If any Loan remains outstanding for a period of 60 consecutive calendar days (so long as such Loan remaining outstanding is not a result of the Bank's senior unsecured short-term or long-term rating being reduced by Fitch or S&P), at the written direction of the Bank cause the related Dealer (that has been unable to sell rollover Commercial Paper Notes) to be replaced with a Dealer reasonably satisfactory to the Bank. The City shall at all times exercise commercially reasonable efforts to cause each dealer agreement entered into after the date hereof, to contain satisfactory third-party beneficiary provisions in favor of the Bank. Any dealer agreement shall provide that such dealer may resign upon at least 60 days prior written notice to the City and the Bank.

Section 6.27. Liquidity; Bonding Capacity. (i) In the event that the Bank shall decide not to extend the Commitment Termination Date, use its commercially reasonable best efforts to obtain an alternate facility to replace this Agreement or shall take such other action as will result in the payment of all amounts owed to the Bank upon termination of this Agreement.

(ii) Agrees that any alternate facility will require, as a condition to the effectiveness of the alternate facility, that the provider of the alternate facility will provide funds, on the date the alternate facility becomes effective, for the payment of all principal and accrued interest (at the applicable rate pursuant to Article II hereof) on all Loans then outstanding. On such date, any and

all amounts due hereunder and under the Bank Note, the Ordinance or the Commercial Paper Notes due to the Bank shall be payable in full to the Bank.

(iii) At all times maintain the ability to issue Prior Lien Bonds, other Parity and Senior Debt, or Subordinated Obligations in an amount at least equal to the sum of (i) the aggregate principal amount of the Commercial Paper Notes, plus (ii) the aggregate amount of accrued interest to maturity on all Commercial Paper Notes, plus (iii) any other obligations owing to any credit enhancer or liquidity provider on the Commercial Paper Notes.

Section 6.28. CUSIP. Upon the request of the Bank, immediately use its best efforts to cause (i) a CUSIP number to be obtained from Standard & Poor's CUSIP Service for the Bank Note and (ii) the Bank Note (and its related CUSIP Number) to be assigned a long term rating of at least "BBB-" from either Fitch or S&P.

Section 6.29. Swap Termination Payments. In no event permit any Lien on the Security securing any swap termination payments payable from Pledged Revenues be first in priority to or *pari passu* with the Lien granted in support of the Parity Obligations and the Prior Lien Bonds and the Obligations under the Ordinance.

Section 6.30. Other Documents. Not enter into any agreement containing any provision which would be violated or breached by the performance by the City of its obligations hereunder or under the Related Documents. In the event that the City shall enter into, or otherwise consent to any amendment, supplement or other modification of, any credit agreement, standby bond purchase agreement, reimbursement agreement or other agreement, direct purchase agreement or instrument relating to any Parity Obligations (each a "*Bank Agreement*") under which, directly or indirectly, any Person or Persons undertake to make or provide funds to make payment of, or to purchase or provide credit enhancement for Parity Obligations and which includes different or more restrictive financial covenants or additional or more favorable rights and remedies (but subject to any applicable cure periods related thereto) granted to any such Person or Persons (excluding any additional or more restrictive (i) events of default under any agreement the remedy for which is an immediate termination or suspension of the obligations of the related liquidity provider and (ii) conditions to funding thereunder) than those contained in this Agreement, this Agreement shall be deemed to be amended to include such different or more restrictive financial covenants and additional or more favorable rights and remedies so long as such different or more restrictive financial covenants or additional or more favorable rights and remedies remain in effect under the other agreement or instrument. Notwithstanding anything to the contrary set forth in this Agreement, the obligations of the Bank hereunder may not be immediately terminated or suspended other than as a result of an Special Event of Default or a Suspension Event (in each case, as such terms are defined as of the Effective Date or as amended pursuant to any amendment hereto and, in connection with such amendment, the then-current ratings on the Commercial Paper Notes have been confirmed by each Rating Agency then rating the Commercial Paper Notes).

Section 6.31. Sale or Encumbrance of System. During the term of this Agreement, and as long as any Prior Lien Bonds, the Bank Note, or any interest thereon, remain Outstanding, not sell, dispose of or, except as permitted hereunder or under the Prior Lien Bond Ordinance, further encumber the System; *provided, however*, that this provision shall not prevent the City from

disposing of any portion of the System which is being replaced or is deemed by the City to be obsolete, worn out, surplus or no longer needed for the proper operation of the System. Net proceeds from any such disposition shall be used only for System purposes. Any agreement pursuant to which the City contracts with a person, corporation, municipal corporation or political subdivision to operate the System or to lease and/or operate all or part of the System shall not be considered as an encumbrance of the System.

Section 6.32. Sovereign Immunity. Pursuant to Section 1371.059, Texas Government Code, as amended, the City hereby agrees to waive sovereign immunity from suit and liability for the purposes of adjudicating a claim to enforce its duties and obligations under this Agreement or the Bank Note for damages for breach of this Agreement.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. If one or more of the following events (“*Events of Default*”) shall have occurred and be continuing:

(a) the City shall fail to pay (i) any principal of or interest on any Loan (including without limitation, the Interest Component of any Revolving Loan) or the Bank Note when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) (other than payments on Loans or the Bank Note due solely as a result of acceleration caused by the Bank pursuant to this Section 7.01), or (ii) any Facility Fee or any other amount payable hereunder and, in the case of such Facility Fee or other amount, such failure shall continue for a period of three (3) Business Days from the date such obligation was due;

(b) any representation, warranty, certification, or statement made by the City in this Agreement, any other Related Document or in any certificate, financial statement, or other document delivered pursuant to this Agreement or any Related Documents shall have been incorrect or untrue in any material respect when made or demand to have been made;

(c) the City shall fail to perform or observe any covenant, agreement or condition contained in Section 6.03, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.24, 6.25, 6.26, 6.27, 6.28, 6.29, 6.31 or 6.32 hereof;

(d) the City shall fail to perform or observe any other covenant, agreement, or condition (other than those referred to or contained in clause (a), (b), or (c) above) contained in this Agreement, the Bank Note or any other Related Document and such failure, if capable of being remedied, shall remain unremedied for thirty (30) days after written notice thereof shall have been given to the City by the Bank;

(e) (i) one or more final unappealable judgments or orders, issued or rendered by a Governmental Authority of competent jurisdiction, for the payment of money in excess of \$10,000,000, individually or in the aggregate, shall be issued or rendered against

the City, and such judgment or order shall continue unsatisfied, unbonded, undismissed and unstayed for a period of 60 days; or (ii) one or more final unappealable judgments or orders, issued or rendered by a Governmental Authority of competent jurisdiction, for the payment of money in excess of \$10,000,000, individually or in the aggregate, shall be issued or rendered against the System, and such judgment or order shall continue unsatisfied, unbonded, undismissed and unstayed for a period of 60 days

(f) the City shall fail to pay when due and payable (i) any principal of or interest on any Prior Lien Bonds or any other Parity and Senior Debt (including, in each case, without limitation, any principal or sinking fund installments), and such failure shall continue beyond any applicable period of grace specified in any underlying indenture, contract or instrument providing for the creation of or concerning the Prior Lien Bonds or any other Parity and Senior Debt; or any failure to pay principal or interest on any Prior Lien Bonds or any other Parity and Senior Debt under any indenture, contract or instrument providing for the creation of or concerning such Prior Lien Bonds, any other Parity and Senior Debt shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such failure to pay principal or interest on any Prior Lien Bonds or any other Parity and Senior Debt is to accelerate, or to permit the acceleration of, the maturity of such Prior Lien Bonds or any other Parity and Senior Debt or (ii) any principal of or interest on any other Debt of the City having a principal amount in excess of \$5,000,000 and such failure shall continue beyond any applicable period of grace specified in any underlying indenture, contract or instrument providing for the creation thereof or any other default under any indenture, contract or instrument providing for the creation of or concerning such other Debt, or any other event, shall occur and shall continue after the applicable grace period, if any, specified in such agreement or instrument, if the effect of such default or event is to accelerate, or to permit the acceleration of, the maturity of such other debt;

(g) (i) the City shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts or (B) seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets, or the City shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the City any case, proceeding or other action of a nature referred to in clause (i) above which (x) results in an order for such relief or in the appointment of a receiver or similar official or (y) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against the City, any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the City shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii) or (iii) above; or (v) the City shall

admit in writing its inability to pay its debts generally as they become due, or shall become insolvent within the meaning of Section 101(32) of the United States Bankruptcy Code;

(h) (i) any provision of this Agreement, the Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement, or the Ordinance related to the payment of principal or interest on Commercial Paper Notes, the Bank Note or Loans or the pledge of and Lien on the Pledged Revenues shall at any time for any reason cease to be valid and binding or fully enforceable on the City as determined by any Governmental Authority of competent jurisdiction in a final nonappealable judgment, or (ii)(a) the validity or enforceability of any provision of this Agreement, the Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement related to the payment of principal or interest on Commercial Paper Notes, the Bank Note or Loans or the pledge of and Lien on the Pledged Revenues shall be contested in writing or publicly by an authorized officer of the City or (b) any Governmental Authority having appropriate jurisdiction over the City shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which contests the validity or enforceability of any material provision of this Agreement, the Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement or the Ordinance related to the payment of principal or interest on the Commercial Paper Notes, the Bank Note or Loans or the pledge of and Lien on the Pledged Revenues, or (c) an authorized officer of the City shall deny in writing or publicly that it has any or further liability or obligation under this Agreement, Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement, or the Ordinance or (iii) any material provision of this Agreement, Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement, or the Ordinance other than a provision described in clauses (i) and (ii) of this Section 7.01(h) shall at any time for any reason cease to be valid and binding on the City, or shall be declared in a final nonappealable judgment by any court having jurisdiction over the City to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the City;

(i) (i) the City shall impose a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on any Prior Lien Bonds, or any Parity and Senior Debt or on all Parity Obligations or (ii) any Governmental Authority having appropriate jurisdiction over the City shall make a finding or ruling or shall enact or adopt legislation or issue an executive order or enter a judgment or decree which results in a debt moratorium, debt restructuring, debt adjustment or comparable extraordinary restriction on the repayment when due and payable of the principal of or interest on the Commercial Paper Notes and the Bank Note or on all indebtedness of the City;

(j) (i) the long-term unenhanced rating by Moody's, Fitch or S&P on any long term unenhanced Prior Lien Bonds shall be withdrawn or suspended (for credit related reasons) or is reduced below "A1" (or its equivalent), "A+" (or its equivalent) or "A+" (or its equivalent), respectively, or (ii) (x) the long-term unenhanced rating by Moody's, Fitch and S&P on any Prior Lien Bonds shall be withdrawn or suspended (for credit related reasons) or reduced below "Baa3" (or its equivalent), "BBB-" (or its equivalent) and "BBB-" (or its equivalent), respectively or (y) if at any time the Rating Agencies provide

a long-term unenhanced rating on any Parity Obligations, such long-term unenhanced rating is reduced by Moody's, Fitch and S&P below "Baa3" (or its equivalent), "BBB-" (or its equivalent) and "BBB-" (or its equivalent), respectively;

(k) an "*Event of Default*" as defined in the Ordinance or the Issuing and Paying Agency Agreement shall occur and be continuing or the City shall default in the due performance or observance of any material term, covenant or agreement contained in any other Related Document and the same shall not have been cured within any applicable cure period;

(l) the Texas Constitution, any law of the State of Texas, including but not limited to the Act, or the Ordinance is repealed, reenacted, amended, or otherwise modified (whether directly or indirectly, and including, without limitation, by legislative or judicial action) and in the event of a repeal, reenactment, amendment, or modification, such repeal, reenactment, amendment or modification may, in the reasonable judgment of the Bank, have a material adverse effect on the power or authority of the City to provide for the payment of the obligations of the City under this Agreement, the Commercial Paper Notes or the Bank Note; or

(m) an "Event of Default" as defined under the Series F Credit Agreement shall have occurred.

then, and in any such event, other than an Event of Default specified in paragraph (g) above, the Bank may declare the Bank Note, all accrued interest thereon, and all other amounts payable under this Agreement to be forthwith due and payable, whereupon the Bank Note and such interest and all such amounts shall become and be forthwith due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the City. If any Event of Default specified in paragraph (g) above shall occur, without any notice to the City or any other act by the Bank, the Bank Note, together with accrued interest thereon, and all other amounts payable under this Agreement, shall become forthwith due and payable, without presentment, demand, protest, or other notice of any kind, all of which are hereby waived by the City.

Upon the occurrence of any Special Event of Default, the Commitment shall automatically and immediately terminate with respect to all Commercial Paper Notes and the Bank shall have no obligation to make any Loan or to fund any outstanding Commercial Paper Note. Section 7.01(f)(i) will not qualify as a "Special Event of Default" hereunder (and instead will be an "Event of Default") if (i) the failure by the City to pay when due and payable any principal of or interest on any Prior Lien Bonds or any other Parity and Senior Debt is solely due to an acceleration of bank-held bonds by the bank bondholder with respect thereto for any reason other than the failure of the City to pay the principal of, or interest on, such indebtedness or obligation or (ii) the failure by the City to pay any principal of Prior Lien Bonds or any other Parity and Senior Debt issued in the form of commercial paper notes, but only to the extent that the payment of such amounts is supported in whole by a third-party liquidity provider pursuant to a liquidity agreement.

Upon the occurrence of an Event of Default that is not a Special Event of Default, the Bank shall, by notice to the City, terminate the Commitment, if any (except as provided below), deliver a Non-Issuance Instruction to the Issuing and Paying Agent directing the Issuing and Paying Agent to cease issuing all Commercial Paper Notes, whereupon no additional Commercial Paper Notes shall be issued, the Available Commitment shall immediately be reduced to the then outstanding principal amount of Commercial Paper Notes, and the Available Commitment shall be further reduced in a similar manner as and when such Commercial Paper Notes mature; *provided* that the Commitment shall not terminate, and the right of the Bank to accelerate the maturity of the Bank Note shall not affect the obligation of the Bank to make Loans in an aggregate principal amount equal to the Commitment to the extent necessary for the City to make required payments of principal on the Commercial Paper Notes issued and sold prior to the date upon which the Non-Issuance Instruction is received by the Issuing and Paying Agent; *provided further* that if any Loans are made that would not have been made but for the application of the immediately preceding provision, such Loans shall be immediately due and payable on the date such Loans are made.

Upon the occurrence of an Event of Default under Section 7.01(h)(ii) hereof, the obligation of the Bank to make Loans hereunder shall be suspended from the time of the occurrence of such Event of Default until a final, nonappealable judgment of a court having jurisdiction in the premises shall be entered declaring that all contested provisions of this Agreement, the Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement, or the Ordinance relating to the payment of principal or interest on the Commercial Paper Notes, the Bank Note or any Loans or the validity or enforceability of the pledge of and lien on the Pledged Revenues are upheld in their entirety. In the event such judgment is entered declaring that all material contested provisions this Agreement, the Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement, or the Ordinance relating to the payment of principal or interest on the Commercial Paper Notes, the Bank Note or any Loans or the validity or enforceability of the pledge of and lien on the Pledged Revenues are upheld in their entirety, the obligation of the Bank to make Loans hereunder shall be automatically reinstated and the terms of this Agreement will continue in full force and effect (unless this Agreement shall have otherwise expired or terminated in accordance with the terms hereof or there has occurred a Special Event of Default) as if there had been no suspension. In the event any provision of this Agreement, the Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement, or the Ordinance relating to the payment of principal or interest on the Commercial Paper Notes, the Bank Note or any Loans or the validity or enforceability of the pledge of and lien on the Pledged Revenues is declared to be null and void or unenforceable, or it is determined that the City has no liability or obligation under this Agreement, the Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement, or the Ordinance, then the obligations of the Bank under this Agreement will terminate as set forth above. Notwithstanding the foregoing, if, upon the date which is the earlier of the Commitment Termination Date or three (3) years after the effective date of such suspension of the obligation of the Bank pursuant to this paragraph, litigation is still pending and a judgment regarding the validity and enforceability of this Agreement, the Commercial Paper Notes, the Bank Note, the Issuing and Paying Agency Agreement, or the Ordinance relating to the payment of principal or interest on the Commercial Paper Notes, the Bank Note or any Loans or the validity or enforceability of the pledge of and lien on the Pledged Revenues as is the subject of such Event of Default has not been obtained, then the Commitment

and the obligation of the Bank to make Loans hereunder shall at such time terminate without notice or demand.

Upon the occurrence of a Default under Section 7.01(g)(ii) or Section 7.01(g)(iii) hereof, the obligation of the Bank to make Loans hereunder shall be suspended until the proceeding referred to therein is terminated prior to the court entering an order granting the relief sought in such proceeding. In the event such proceeding is terminated, the obligation of the Bank to make Loans hereunder shall be reinstated and the terms of this Agreement will continue in full force and effect (unless the obligation of the Bank to make Loans hereunder shall have otherwise expired or terminated in accordance with the terms hereof or there has occurred a Special Event of Default) as if there had been no such suspension.

Failure to take action in regard to one or more Events of Default shall not constitute a waiver of, or the right to take action in the future in regard to, such or subsequent Events of Default.

Section 7.02. Suits at Law or in Equity and Mandamus. If any Event of Default shall occur, then and in every such case the Bank shall be entitled to proceed to protect and enforce its rights by such appropriate judicial proceeding as it may deem most effectual to protect and enforce any such right, either by suit, in equity, or by action at law, whether for the specific performance of any covenant or agreement contained in this Agreement, in aid of the exercise of any power granted in this Agreement, or to enforce any other legal or equitable right vested in the Bank by this Agreement, the Bank Note or by law. The provisions of this Agreement shall be a contract with each and every Holder and the duties of the City shall be enforceable by any Holder by mandamus or other appropriate suit, action, or proceeding in any court of competent jurisdiction.

Section 7.03. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Holder is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised at any time or from time to time, and as often as may be necessary, by any Holder.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Amendments, Etc. No amendment or waiver of any provision of this Agreement or any other Related Document, and no consent to any departure by the City, shall be effective unless in writing signed by the Bank and the City, as the case may be, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 8.02. Notices; Effectiveness; Electronic Communication.

(a) *Notices Generally.* Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand

or overnight courier service, mailed by certified or registered mail or sent by telecopier to the address, telecopier number, electronic mail (e-mail) address or telephone number specified for such Person on Schedule I, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, for such Person on Schedule I. Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) *Electronic Communications.* Notices and other communications to be provided hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Bank and the City, *provided* that the foregoing shall not apply to notices to the Bank pursuant to Article II if the Bank has notified the City that it is incapable of receiving notices under such Article by electronic communication. The Bank or the City may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Bank otherwise prescribes, (i) notices and other communications sent to the Bank to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the Bank at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) *Change of Address, Etc.* The City or the Bank may change its address (including electronic mail), telecopier or telephone number for notices and other communications hereunder by notice to the other party hereto.

(d) *Reliance by the Bank.* The Bank shall be entitled to rely and act upon any notice or other communication (including any telephonic notice or communication) believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons. To the extent permitted by the Laws of the State of Texas, the City shall indemnify the Bank and the Related Parties of the Bank from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice given by or on behalf of the City.

Section 8.03. No Waiver; Cumulative Remedies; Enforcement. No failure by the Bank to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege

hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Notwithstanding anything to the contrary contained herein or in any other Related Document, the authority to enforce rights and remedies hereunder and under the other Related Documents against the parties thereto or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Bank; *provided, however*, that the foregoing shall not prohibit (a) the Bank from exercising on its own behalf the rights and remedies that inure to its benefit hereunder and under the other Related Documents or (b) the Bank from exercising setoff rights in accordance with Section 8.08 (subject to the terms of Section 2.11).

Section 8.04. Expenses; Indemnity; Damage Waiver. (a) The City agrees to pay to the Bank (i) within 30 days after receipt of an invoice after the Effective Date, all reasonable costs and expenses incurred by the Bank and its counsel in connection with the preparation, execution and delivery of this Agreement and any other documents and instruments that may be delivered or required in connection therewith (including fees and expenses in connection with this Agreement in an aggregate amount not to exceed \$55,000 plus disbursements for counsel for the Bank), (ii) all costs and expenses incurred by the Bank after the Effective Date, including reasonable fees and out-of-pocket expenses of counsel for the Bank, otherwise arising in connection with this Agreement and the Related Documents, including, without limitation, in connection with any amendment hereto or thereto, the enforcement hereof or thereof or the protection of the rights of the Bank hereunder or thereunder, and (iii) any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery of this Agreement and any other documents or instruments that may be delivered in connection herewith.

(b) *Indemnification by the City; Limitation on Liability.* (i) To the extent permitted by the Laws of the State of Texas, the City shall indemnify the Bank and each Related Party (each such Person being called an “Indemnatee”) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnatee), incurred by any Indemnatee or asserted against any Indemnatee by any third party or by the City arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Related Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or the use or proposed use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the City, and regardless of whether any Indemnatee is a party thereto, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE; *provided* that the City shall not be required to indemnify an Indemnatee for any claims, damages, losses, liabilities, costs, or expenses to the extent, but only to the extent that such losses, claims, damages, liabilities or related expenses are determined by a

court of competent jurisdiction by final and nonappealable judgment to have resulted from (a) the negligence or willful misconduct of such Indemnitee or (b) by reason of any untrue statement or material omission with respect to information describing such Indemnitee and furnished in writing by such Indemnitee to the City expressly for use in the Offering Memorandum.

(ii) To the extent permitted by the Laws of the State of Texas, the City assumes all risks of the acts or omissions of the Issuing and Paying Agent with respect to the use of the Commitment and the Loans made pursuant thereto; *provided* that this assumption with respect to the Bank is not intended to and shall not preclude the City from pursuing such rights and remedies as it may have against the Issuing and Paying Agent under any other agreements. The Bank nor any of its officers or directors shall be liable or responsible for (i) the use of the proceeds of the Loans or the Bank Note or the transactions contemplated hereby and by the Related Documents or for any acts or omissions of the Issuing and Paying Agent or the Dealer, (ii) the validity, sufficiency, or genuineness of any documents determined in good faith by the Bank to be valid, sufficient or genuine, even if such documents shall, in fact, prove to be in any or all respects invalid, fraudulent, forged or insufficient, (iii) payments by the Bank against presentation of requests for Loans for which the Bank in good faith has determined to be valid, sufficient or genuine and which subsequently are found not to comply with the terms of this Agreement, or (iv) any other circumstances whatsoever in making or failing to make payment hereunder; *provided* that the City shall not be required to indemnify the Bank for any claims, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the negligence or willful misconduct of the Bank, as determined by a court of competent jurisdiction in a final and nonappealable judgment.

(c) *Waiver of Consequential Damages, Etc.* To the fullest extent permitted by applicable Law, the City shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Related Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed to such unintended recipients by such Indemnitee through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Related Documents or the transactions contemplated hereby or thereby other than for direct or actual damages resulting from the gross negligence or willful misconduct of such Indemnitee as determined by a final and nonappealable judgment of a court of competent jurisdiction.

(d) *Payments.* All amounts due under this Section shall be payable not later than thirty (30) days after receipt of an invoice.

(e) *Survival.* The agreements in this Section shall survive the termination of the Commitment and the repayment, satisfaction or discharge of all the other Obligations.

Section 8.05. Payments Set Aside. To the extent that any payment by or on behalf of the City is made to the Bank, and the Bank exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent

or preferential, set aside or required (including pursuant to any settlement entered into by the Bank in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 8.06. Successors and Assigns.

(a) *Successors and Assigns Generally.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the City may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank and the Bank may not assign or otherwise transfer any of its rights or obligations hereunder except (i) to an assignee in accordance with the provisions of subsection (c) of this Section or as provided in subsection (e) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, or (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (e) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, and participants to the extent provided in subsection (b) of this Section) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) *Participations.* The Bank shall have the right to sell participations to one or more banking institutions (each a “Participant”) in all or a portion of the Bank’s rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it), and such Participant shall be entitled to the benefits of this Agreement, including, without limitation, Article III and Section 8.04 hereof, to the same extent as if they were a direct party hereto; *provided, however*, that no such participation by any such participant shall in any way affect the obligation of the Bank under this Agreement.

(c) *Assignments by the Bank.* The Bank may at any time assign to one or more assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that any such assignment shall be subject to the following conditions: (i) the consent of the City shall be required unless an Event of Default has occurred and is continuing at the time of such assignment and (ii) the City shall have received written notice from each Rating Agency then rating the Commercial Paper Notes that such ratings will not be lowered or withdrawn as a result of such assignment.

(d) *Limitations upon Participant Rights.* A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.02 hereof than such Participant would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the City’s prior written consent.

(e) *Assignments to Federal Reserve.* In addition to the rights of the Bank set forth above, the Bank may at any time assign, pledge or grant a security interest in all or any portion of its rights, interests and obligations owing to it under the Commercial Paper Notes, this Agreement

and/or the Related Documents to secure obligations of the Bank or an Affiliate of the Bank, including any pledge or assignment to secure obligations to a Federal Reserve Bank or to any state or local governmental entity or with respect to public deposits; *provided*, that any payment in respect of such assigned obligations made by the City to the Bank in accordance with the terms of this Agreement shall satisfy the obligations of the City hereunder in respect of such assigned obligation to the extent of such payment. No such assignment shall release the Bank from its obligations hereunder. Any assignment under this clause (e) shall not require the consent of the City.

Section 8.07. Treatment of Certain Information; Confidentiality. The Bank agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, trustees, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Related Document or any action or proceeding relating to this Agreement or any other Related Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the City and its obligations, (g) with the consent of the City or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Bank or any of its Affiliates on a nonconfidential basis from a source other than the City.

For purposes of this Section, "*Information*" means all information received from the City relating to the City or the System, other than any such information that is available to the Bank on a nonconfidential basis prior to disclosure by the City, *provided* that, in the case of information received from the City after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

The Bank acknowledges that (a) the Information may include material non-public information concerning the City, (b) it has developed compliance procedures regarding the use of material non-public information and (c) it will handle such material non-public information in accordance with applicable Law, including United States Federal and state securities Laws.

Section 8.08. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This

Agreement and the other Related Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 8.09. Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Related Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Bank, regardless of any investigation made thereby and notwithstanding that the Bank may have had notice or knowledge of any Event of Default or Default at the time of the making of any Loan, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

Section 8.10. Severability. If any provision of this Agreement or the other Related Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Related Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 8.11. Governing Law; Jurisdiction; Etc.

(a) *GOVERNING LAW.* THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *PROVIDED*, THAT THE OBLIGATIONS OF THE CITY UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES.

(b) *SUBMISSION TO JURISDICTION.* EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT OF THE STATE OF TEXAS, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE COURTS OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, IN SUCH FEDERAL COURTS. EACH PARTY HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(c) *SERVICE OF PROCESS.* EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 8.02. NOTHING IN THIS AGREEMENT

WILL AFFECT THE RIGHT OF EITHER PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

Section 8.12. Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

Section 8.13. No Advisory or Fiduciary Responsibility. In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the City acknowledges and agrees that: (i) (A) the arranging and other services regarding this Agreement provided by the Bank are arm's-length commercial transactions between the City, on the one hand, and the Bank on the other hand, (B) the City has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Related Documents; (ii) (A) the Bank has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (including as a municipal advisor), agent or fiduciary for the City, or any other Person and (B) the Bank does not have any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Related Documents; and (iii) the Bank and its respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the Bank does not have any obligation to disclose any of such interests to the City. To the fullest extent permitted by laws of the State of Texas, the City hereby waives and releases any claims that it may have against the Bank with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 8.14. Electronic Execution of Assignments and Certain Other Documents. This Agreement and any document, amendment, approval, consent, information, notice, certificate, request, statement, disclosure or authorization related to this Agreement (each a "Communication"), including Communications required to be in writing, may, if agreed by the Bank, be in the form of an Electronic Record and may be executed using Electronic Signatures, including, without limitation, facsimile and/or .pdf. The City agrees that any Electronic Signature (including, without limitation, facsimile or .pdf) on or associated with any Communication shall be valid and binding on the City to the same extent as a manual, original signature, and that any Communication entered into by Electronic Signature, will constitute the legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered to the Bank. Any Communication may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Communication. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by the Bank of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format), or an electronically signed Communication converted into another format, for transmission, delivery

and/or retention. The Bank may, at its option, create one or more copies of any Communication in the form of an imaged Electronic Record (“*Electronic Copy*”), which shall be deemed created in the ordinary course of the Bank’s business, and destroy the original paper document. All Communications in the form of an Electronic Record, including an Electronic Copy, shall be considered an original for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. Notwithstanding anything contained herein to the contrary, the Bank is under no obligation to accept an Electronic Signature in any form or in any format unless expressly agreed to by the Bank pursuant to procedures approved by it; provided, further, without limiting the foregoing, (a) to the extent the Bank has agreed to accept such Electronic Signature, the Bank shall be entitled to rely on any such Electronic Signature without further verification and (b) upon the request of the Bank any Electronic Signature shall be promptly followed by a manually executed, original counterpart. For purposes hereof, “*Electronic Record*” and “*Electronic Signature*” shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.

Section 8.15. USA PATRIOT Act. The Bank hereby notifies the City that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the “*Patriot Act*”), it is required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Bank to identify the City in accordance with the Patriot Act. The City shall, promptly following a request by the Bank, provide all documentation and other information that the Bank requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

Section 8.16. Time of the Essence. Time is of the essence in the performance of the Related Documents.

Section 8.17. Entire Agreement. THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

Section 8.18. US QFC Stay Rules.

(a) *Recognition of U.S. Resolution Regimes.* In the event that any party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of this Agreement (and any interest and obligation in or under this Agreement and any property securing this Agreement) from such Covered Entity will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement (and any such interest, obligation and property) were governed by the laws of the United States or a state of the United States. In the event that any party that is a Covered Entity or a BHC Act Affiliate of such party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights against such party with respect to this Agreement are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States. The requirements of this paragraph (a) apply notwithstanding the provisions of paragraph (b).

(b) *Limitation on the Exercise of Certain Rights Related to Affiliate Insolvency Proceedings.* Notwithstanding anything to the contrary in this Agreement or any related agreement, but subject to the requirements of paragraph (a), no party to this Agreement shall be permitted to exercise any Default Right against a party that is a Covered Entity with respect to this Agreement that is related, directly or indirectly, to a BHC Act Affiliate of such Covered Entity becoming subject to Insolvency Proceedings, except to the extent the exercise of such Default Right would be permitted under 12 C.F.R. § 252.84, 12 C.F.R. § 47.5, or 12 C.F.R. § 382.4, as applicable. After a BHC Act Affiliate of a party that is a Covered Entity has become subject to Insolvency Proceedings, any party that seeks to exercise a Default Right against such Covered Entity with respect to this Agreement shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

“*BHC Act Affiliate*” of a party means an “affiliate” (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

“*Covered Entity*” means any of the following:

(a) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(b) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(c) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*Insolvency Proceeding*” means a receivership, insolvency, liquidation, resolution, or similar proceeding.

“*U.S. Special Resolution Regime*” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 8.19. Verification of Statutory Representations and Covenants. (a) The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, (the “Government Code”), as heretofore amended, in entering into this Agreement. As used herein, “affiliate” means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be

liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(i) *Not a Sanctioned Company.* The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153, Government Code, or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii) *No Boycott of Israel.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(iii) *No Discrimination Against Firearm Entities.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(iv) *No Boycott of Energy Companies.* The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(b) The Bank verifies that a standing letter has been filed with the Office of the Attorney General of Texas with respect to the verifications, representations and covenants in subsections (a)(i) – (a)(iv) of Section 8.19 of this Agreement made by the Bank, as required by the procedural rules of the Office of the Attorney General of Texas, and such letter remains in effect as of the Effective Date.

Section 8.20. Certificate of Interested Parties. The Bank represents that it is a wholly owned subsidiary of Bank of America Corporation, a publicly traded business entity, and therefore this Agreement is exempt from Section 2252.908, Texas Government Code, as amended.

[EXECUTION PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CITY OF DALLAS, TEXAS

By: _____

Name: Kimberly Bizer Tolbert

Title: City Manager

APPROVED AS TO FORM

TAMMY L. PALOMINO

CITY ATTORNEY

By: _____

Name: Christina Tsevoukas

Title: Senior Assistant City Attorney

BANK OF AMERICA, N.A.

By: _____

Name: Joseph M. Mensigner

Title: Senior Vice President

EXHIBIT A

FORM OF NON-ISSUANCE INSTRUCTION

[Dated Date]

City of Dallas, Texas
1500 Marilla, Room 4FN
Dallas, Texas 75201
Attention: Chief Financial Officer

U.S. Bank Trust Company, National Association
as Issuing and Paying Agent
100 Wall Street, Suite 600
New York, New York 10005
Attention: Global Corporate Trust Services

Re: City of Dallas, Texas
Waterworks and Sewer System Commercial Paper Notes,
Series G

Ladies and Gentlemen:

Pursuant to Section 4.04 of that certain Revolving Credit Agreement dated as of May 1, 2025 (together with all amendments, restatements, supplements and/or other modifications thereto, the “*Credit Agreement*”), between the City of Dallas, Texas and Bank of America, N.A., the undersigned hereby notifies you that (i) an Event of Default under of the Credit Agreement has occurred and is now continuing and (ii) upon receipt of this notice, no new Commercial Paper Notes (as defined in the Credit Agreement) and no additional Prior Lien Bonds or Subordinated Obligations (other than those Prior Lien Bonds or Subordinated Obligations the proceeds of which will be used to pay the Commercial Paper Notes) shall be issued or authenticated. This Non-Issuance Instruction shall remain in effect unless you have received written notification from us that this Non-Issuance Instruction has been rescinded.

Very truly yours,

BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____

cc: [Dealer]
[Rating Agencies]

EXHIBIT B

FORM OF REQUEST FOR LOAN

[Dated Date]

To: Bank of America, N.A.
901 Main Street
Dallas, Texas 75202
Attention: Joseph M. Mensigner
Telephone: (214) 209-7830

Bank of America, N.A.
4242 Six Forks Road
Raleigh, North Carolina 27609
Attention: Kristy Moore
Telephone: (919) 829-6950
Facsimile: (866) 503-5027

Re City of Dallas, Texas
Waterworks and Sewer System Commercial Paper Notes,
Series G

Ladies and Gentlemen:

Pursuant to Section 4.02 and 4.03 of that certain Revolving Credit Agreement, dated as of May 1, 2025 (together with all amendments, restatements, supplements and/or other modifications thereto, the "*Credit Agreement*"), between the City of Dallas, Texas (the "*City*") and Bank of America, N.A. ("the Bank"), the Issuing and Paying Agent hereby gives the Bank irrevocable notice that it, on behalf of the City, requests a Revolving Loan be made by the Bank as follows (capitalized terms used in this Request for Loan shall have the respective meanings assigned to such terms under the Credit Agreement):

The aggregate amount of the Revolving Loan hereby requested is \$_____.

Principal Component \$_____

Interest Component \$_____

The Revolving Loan hereby requested is to be made, and will not exceed the amount presently available, under the Commitment.

Payment of the Revolving Loan hereby requested is to be made by not later than 2:15 p.m., New York City time, on _____, _____. Such date is a "Business Day" within the meaning

of the Credit Agreement. All of the proceeds received from the Revolving Loan shall be used to pay the aggregate principal amount of the Commercial Paper Notes maturing on such date [plus accrued interest to such date]. The Revolving Loan hereby requested is necessary due to the inability or failure of the Dealer to secure purchasers for Notes on the aforesaid date.

On the date of making the Revolving Loan hereby requested, no Special Event of Default or Suspension Event under Section 7.01 of the Credit Agreement has occurred and is continuing.

The City certifies, represents and warrants that the conditions set forth in Section 4.02 of the Credit Agreement shall have been satisfied.

Payment of the Revolving Loan hereby requested shall be made in immediately available funds to account no. _____ at _____.

Very truly yours,

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Issuing and Paying Agent

By: _____
Title: _____

EXHIBIT C

FORM OF BANK NOTE

CITY OF DALLAS, TEXAS WATERWORKS AND SEWER SYSTEM COMMERCIAL PAPER NOTES, SERIES G

\$322,191,781

May 15, 2025

THE CITY OF DALLAS, TEXAS, acknowledges itself indebted and for value received promises to pay to the order of BANK OF AMERICA, N.A. (“the Bank”) in lawful money of the United States of America, the lesser of (i) \$322,191,781, as such amount may be permanently reduced pursuant to Section 2.06 of that certain Revolving Credit Agreement dated May 1, 2025 (together with all amendments, restatements, supplements and/or other modifications thereto, the “*Credit Agreement*”), between the City and the Bank, and (ii) the unpaid principal balance of each Loan under the Available Commitment made by the Bank to the City pursuant to Section 2.02 of the Credit Agreement, subject to prepayment and acceleration as provided in Section 2.07 of the Credit Agreement. The City promises to pay interest on the unpaid principal amount of each such Loan on the dates and at the rate or rates provided for in Section 2.03 of the Credit Agreement. Within the limits of and to the extent permitted by the Credit Agreement, the City may reborrow, repay and reborrow under the Credit Agreement with respect to Loan under the Available Commitment. All such payments of principal and interest shall be made in immediately available funds at the office of the Bank specified in Section 2.08 of the Credit Agreement and shall be computed in accordance with and subject to the terms and conditions of the Credit Agreement. All capitalized terms used herein but not defined in this Bank Note shall have the meanings ascribed to them in the Credit Agreement.

This Bank Note shall be construed under and governed by the laws of the State of Texas but Chapter 346, Texas Finance Code, except for Section 346.004 thereof, shall not apply.

This Bank Note is a special obligation of the City payable from and secured solely by the funds pledged therefor in the Ordinance. To provide for the payment of the principal of and interest on this Bank Note as the same shall become due and payable, the Ordinance grants a lien on and pledge of, subject only to the provisions of the applicable Ordinance permitting the application thereof for purposes and on terms and conditions set forth therein, (i) the proceeds from (A) the sale of Prior Lien Bonds or Subordinated Obligations issued by the City for such purpose and (B) the sale of Notes issued pursuant to the Ordinance for such purpose, (ii) Loans, (iii) the amounts held in the Series G Note Payment Fund, as applicable (reaffirmed under Section 2.09 of the Ordinance) until the amounts deposited therein are used for authorized purposes; *provided, however*, amounts in the Series G Note Payment Fund attributable to and derived from Loans shall be used only to pay, prior to the application to the payment of the Bank Note, the principal of and interest on the Project Notes in full, and (iv) the amounts remaining on deposit in the Series G Note Construction Account (reaffirmed under Section 2.11 of the Ordinance) after the payment of all Project Costs. Additionally, to provide security for the payment of the principal of and interest on this Bank Note and any other amounts due under the Credit Agreement as the same shall

become due and payable, the Ordinance grants a lien on and pledge of the Pledged Revenues, subject only to the provisions of the Ordinance permitting the application thereof for purposes and on terms and conditions set forth in the Ordinance, such lien on and pledge of Pledged Revenues to the Notes and other amounts owing under the Credit Agreement, however, being subordinate only to the lien on and pledge of the Pledged Revenues securing the payment of the City's Prior Lien Bonds and the debt service and reserve funds relating thereto. It is hereby certified that every requirement of law relating to the issue hereof has been duly complied with and that this Bank Note is within every applicable debt or other limit.

IN WITNESS WHEREOF, the City Council has caused this Bank Note to be signed in its name by the City Manager and countersigned by the City Secretary, and sealed with the seal of the City, and this Bank Note to be dated the date and year first above written.

CITY OF DALLAS, TEXAS

(SEAL)

By: _____
City Manager

ATTEST

By: _____
City Secretary

EXHIBIT D

FORM OF OPINION OF CITY ATTORNEY

To: Bank of America, N.A.

Re: City of Dallas, Texas
Waterworks and Sewer System Commercial Paper Notes,
Series G

Ladies and Gentlemen:

I am the duly appointed City Attorney of the City of Dallas, Texas (the “*City*”), and this opinion is rendered on behalf of the City pursuant to and in connection with the authorization of the Notes and the execution and delivery of a Revolving Credit Agreement, dated as of May 1, 2025 (together with all amendments, restatements, supplements and/or other modifications thereto, the “*Credit Agreement*”), by and among the City and Bank of America, N.A. (the “*Bank*”) and the Fee Letter Agreement dated May 15, 2025 (the “*Fee Letter*”), between the City and the Bank. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

I or my designated attorneys have examined originals or copies, certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials, and other instruments, and we have conducted such other investigation of fact and law as I have found necessary or advisable for the purpose of this opinion.

Under Ordinance No. [____], adopted by the City on April 9, 2025 (the “*Ordinance*”), authorizing the issuance of the Commercial Paper Notes and the execution and delivery to the Bank of the Credit Agreement, the Fee Letter, the proceeds of the Revolving Loans and Term Loans made under the Credit Agreement are to be applied to the payment of the principal of and interest on the Commercial Paper Notes.

I have also made such further investigation of the law and facts as I have deemed necessary or advisable for purposes of the opinions herein expressed.

Based upon the foregoing, I am of the opinion that:

1. The City (a) is an incorporated city operating under a home-rule charter adopted pursuant to Article XI, Section 5 of the Texas Constitution; (b) has full power and authority to execute, deliver, and perform the Credit Agreement, the Bank Note, the Ordinance, and the Commercial Paper Notes and to borrow under the Commercial Paper Notes, the Bank Note and the Credit Agreement; (c) has all the requisite power and authority to own and operate the System; and (d) has all the requisite power and authority to pledge and grant a lien on the Pledged Revenues

to the Bank to secure payment of the Revolving Loans and Term Loans and has lawfully exercised such power.

2. All authorizations, consents, approvals, licenses, permissions, and registrations, if any, of or with any Person, including any governmental authority, required in connection with (a) the execution, delivery, and performance of the Credit Agreement, the Fee Letter, the Bank Note and the Commercial Paper Notes and (b) the City's authorization of the execution, delivery and performance of the Credit Agreement, the Fee Letter, the Bank Note and the Commercial Paper Notes have, in each case, been obtained.

3. There is no litigation or legal or administrative proceeding pending, or to the best of my knowledge, threatened against, or any outstanding judgment, order, writ, injunction, decree, or award affecting the City before any court, governmental authority, or arbitral body (a) which prohibits or affects, or if adversely determined might prohibit or affect, the ability or authority of the City to execute, deliver, or perform any part of the Credit Agreement, the Fee Letter or the Bank Note or (b) which in the aggregate have, or if adversely determined would have, any material adverse effect on the financial condition of the City or the System. To the best of my knowledge, the City is not in default with respect to any order, writ, injunction, or decree of any court or other governmental authority which would adversely affect the City's ability to execute, deliver, or perform any part of the Credit Agreement, the Fee Letter, the Bank Note or the Ordinance.

The opinions expressed above are qualified to the extent that the enforceability of the rights and remedies set forth in the Ordinance and the Credit Agreement may be limited by bankruptcy, reorganization, or other similar laws of general application relating to or affecting the enforcement of creditors' rights. I express no opinion as to the extent to which any indemnification provision contained in the Credit Agreement or any other document used in connection with the issuance of the Commercial Paper Notes is enforceable under Texas law or as to the specific remedy that any court, governmental authority, or board of arbitration may grant, impose, or render in connection with the above-described instruments. I express no opinion as to the validity or enforceability of Section 8.04 of the Credit Agreement.

The opinions herein expressed and the statements herein made are limited in all respects to the laws of the State of Texas and applicable federal law. This opinion is solely for the benefit of and may be relied upon by the addressee. This opinion may not be relied upon by any other person, without my written consent.

Very truly yours,

SCHEDULE I

CERTAIN ADDRESSES FOR NOTICES

CITY:

City of Dallas, Texas
1500 Marilla
Dallas, Texas 75201

Attention: Jack Ireland
Telephone: (214) 670-7804
Telecopier: (214) 670-4653
E-Mail: jack.ireland@dallas.gov

BANK:

Bank of America, N.A.
901 Main Street, 11th Floor
Dallas, Texas 75202

Attention: Joseph M. Mensinger
Telephone: (214) 209-7830
E-Mail: joseph.mensinger@bofa.com

AND WITH A COPY TO:

Bank of America, N.A.
4242 Six Forks Road
Raleigh, North Carolina 27609
Telephone: (919) 829-6950
Facsimile: (866) 503-5027
Attention: Kristy Moore
Email: kristy.moore@bofa.com

ISSUING AND PAYING AGENT:

U.S. Bank Trust Company, National Association
100 Wall Street, Suite 600
New York, New York 10005

Attention: Corporate Trust Administrator
Telephone: (212) 361-4383
E-Mail: denia.larios@usbank.com

FEE LETTER AGREEMENT

Reference is hereby made to that certain Revolving Credit Agreement dated as of May 1, 2025 (as the same may be amended, supplemented or otherwise modified from time to time the “*Agreement*”), between the CITY OF DALLAS, TEXAS (the “*City*”) and BANK OF AMERICA, N.A. (the “*Bank*”), relating to the City’s Waterworks and Sewer System Commercial Paper Notes, Series G. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Letter Agreement is to confirm the agreement between the Bank and the City with respect to, among other things, the Facility Fees (as defined below) and certain other fees and expenses payable by the City to the Bank. This Fee Letter Agreement is the Fee Letter referenced in the Agreement, and the terms hereof are incorporated by reference into the Agreement.

ARTICLE I. FEES AND OTHER AGREEMENTS.

Section 1.1. Facility Fees. The City shall pay to the Bank quarterly in arrears on the last Business Day of each June, September, December and March (commencing on June 30, 2025, for the period from and including May 15, 2025, to and including June 30, 2025) occurring prior to the Commitment Termination Date and on the Commitment Termination Date, for each day during the immediately preceding fee period, a facility fee (“*Facility Fee*”) equal to the product of the Applicable Rate (initially 0.29%) for each such day during the related fee period and the Available Commitment, together with interest on the Facility Fees from the date payment is due until payment in full at the Default Rate. Facility Fees payable pursuant to this Section 1.1 shall be calculated on the basis of a 360-day year and actual days elapsed and shall accrue from the Effective Date through the Commitment Termination Date.

Section 1.2. Draw Fees. The City hereby agrees to pay a non-refundable drawing fee of \$500 to the Bank, for each advance of a Revolving Loan under the Agreement, payable on the date such Revolving Loan is made.

Section 1.3. Amendment, Waiver or Consent Fees. The City hereby agrees to pay to the Bank, on the date any amendment, transfer, waiver or consent to the Agreement or any other Related Document requested by the City is entered into between the parties thereto, a non-refundable amendment, waiver or consent fee of \$5,000, for the Bank or such other fee as the parties may agree, plus the reasonable fees and expenses of any legal counsel retained by the Bank in connection therewith.

Section 1.4. Out-of-Pocket Expenses. The City shall pay within thirty (30) days after receipt of an invoice, any and all reasonable fees and expenses of the Bank (including the out-of-pocket expenses of the Bank and the fees of counsel to the Bank, as applicable) all payable in accordance with Section 8.04 of the Agreement.

ARTICLE II. DEFINITIONS.

Section 2.1 In addition to other terms defined herein and in the Agreement, unless the context shall indicate a contrary meaning or intent, the following terms shall have the respective meanings indicated below, such meanings to be applicable equally to both the singular and plural forms of such terms:

“Applicable Rate” means, from time to time, the following percentages per annum, based upon the Debt Rating as set forth below.

PRICING LEVEL	FITCH RATING	S&P RATING	MOODY’S RATING (IN THE EVENT THE CITY HAS ENGAGED MOODY’S TO PROVIDE A RATING)	APPLICABLE RATE
Level 1	AA or above	AA or above	Aa2 or above	0.29%
Level 2	AA-	AA-	Aa3	0.34%
Level 3	A+	A+	A1	0.49%
Level 4	A	A	A2	0.69%
Level 5	A-	A-	A3	0.89%
Level 6	BBB+	BBB+	Baa1	1.14%
Level 7	BBB	BBB	Baa2	1.44%
Level 8	BBB- or below	BBB- or below	Baa3	1.84%

“Debt Rating” means, as of any date of determination, the rating as determined by any of Fitch, S&P or Moody’s (in the event the City has engaged Moody’s to provide a rating on the applicable Prior Lien Bonds) of the City’s Prior Lien Bonds (collectively, the *“Debt Ratings”*); *provided* that (a) if the respective Debt Ratings issued by the foregoing Rating Agencies differ by one or more levels, then the Pricing Level for the lowest of such Debt Ratings shall apply (with the Debt Rating for Pricing Level 1 being the highest and the Debt Rating for Pricing Level 8 being the lowest); and (b) in the event that any Debt Rating is suspended or withdrawn from any Rating Agency for credit related reasons, the Applicable Rate shall increase by an additional 1.50% from the Applicable Rate in effect on the date of such suspension or withdrawal. In addition, upon the occurrence and during the continuance of an Event of Default under the Agreement, the Applicable Rate shall increase by an additional 1.50% from the Applicable Rate in effect on the date of the occurrence of such Event of Default.

References to ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system by any such Rating Agency including, without limitation, any recalibration of the long-term debt rating of any Prior Lien Bonds of the City in connection with the adoption of a “global” rating scale, each of the

Ratings from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system which most closely approximates the applicable rating category as currently in effect.

Each change in the Applicable Rate resulting from a publicly announced change in the Debt Rating shall be effective during the period commencing on the date of the public announcement thereof and ending on the date immediately preceding the effective date of the next such change. All such fee increases shall be cumulative.

ARTICLE III. MISCELLANEOUS.

Section 3.1. Amendments. No amendment to this Fee Letter Agreement shall become effective unless in writing signed by the Bank and the City, as the case may be, and acknowledged by the Bank.

Section 3.2. Governing Law. THIS FEE LETTER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK; *PROVIDED*, THAT THE OBLIGATIONS OF THE CITY UNDER THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO CONFLICT OF LAW PRINCIPLES

Section 3.3. Counterparts. This Fee Letter Agreement may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument. The delivery of copies of this Fee Letter Agreement as executed by Adobe Acrobat PDF or similar electronic form of execution, or by electronic reproduction of a manual signature transmitted via electronic mail or facsimile, shall constitute effective execution and delivery to the parties and may be used in lieu of originals for all purposes.

Section 3.4. Severability. Any provision of this Fee Letter Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 3.5. Incorporation by Reference. The representations and covenants made by the Bank in Section 8.19 of the Agreement, relating to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, are hereby incorporated by reference and made with respect to this Fee Letter Agreement.

[EXECUTION PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Letter Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of this 15th day of May, 2025.

CITY OF DALLAS, TEXAS

By: _____

Name: Kimberly Bizzor Tolbert

Title: City Manager

BANK OF AMERICA, N.A.

By: _____

Name: Joseph M. Mensinger

Title: Senior Vice President

EXHIBIT B

ISSUING AND PAYING AGENT AGREEMENT

AMENDED AND RESTATED ISSUING AND PAYING AGENT AGREEMENT

This Amended and Restated Issuing and Paying Agent Agreement (this "Agreement"), dated as of May 1, 2025, is entered into by and between the City of Dallas, Texas (the "Issuer" or "City") and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association (the "Issuing and Paying Agent"), in connection with the issuance and payment of the Commercial Paper Notes defined below, and amends and restates in its entirety the Issuing and Paying Agent Agreement dated July 1, 2021 (the "Prior Agreement"), between the Issuer and U.S. Bank National Association, relating to the Commercial Paper Notes defined below.

W I T N E S S E T H:

WHEREAS, on April 9, 2025, the City Council of the Issuer adopted an ordinance (the "Note Ordinance") which authorized the issuance of its Waterworks and Sewer System Commercial Paper Notes, Series G which may be issued and sold in the United States commercial paper market (the "Commercial Paper Notes") pursuant to the provisions of Chapter 1371, Texas Government Code, which is referred to herein as the "Act", to provide interim financing for additions, improvements and extensions to the City's combined waterworks and sewer system, in an aggregate principal amount not to exceed \$300,000,000 at any one time outstanding; and

WHEREAS, the Issuer hereby requests the Issuing and Paying Agent to act, on the terms and conditions specified herein, (i) as issuing and paying agent on behalf of the Issuer in connection with the issuance of the Commercial Paper Notes which the Issuer shall from time to time deliver or cause to be delivered to the issuing and paying agent pursuant to the Authorizing Acts (as defined below) and the Note Ordinance, (ii) as depositary with respect to funds received by the Issuing and Paying Agent pursuant to Sections 7 and 8 hereof (the "Commercial Paper Note Funds"); (iii) as depositary for the safekeeping of Commercial Paper Notes of the Issuer and (iv) as depositary to receive certain funds on behalf of the Issuer, as set forth herein, and

WHEREAS, the Issuing and Paying Agent is willing to act as issuing and paying agent and depositary upon the terms and conditions of this Agreement; and

WHEREAS, this Agreement will govern the Issuing and Paying Agent's rights, powers and duties as such depositary, issuing agent and paying agent for the Commercial Paper Notes and the Issuer's rights and obligations in connection therewith.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound hereby, the parties agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given them in the Note Ordinance or the Credit Agreement (as defined below). As used herein the following terms shall have the meanings assigned.

"Authorized Representative" means one or more of the following officers or employees of the City, acting in concert or individually: the Mayor, the City Manager, any Assistant City Manager, the Chief Financial Officer of the City, or such other officer or employee of the City designated in writing by the City Manager or the Chief Financial Officer, and approved by the City Council, to act as an Authorized Representative.

"Authorizing Acts" means the Act and Chapter 1502, Texas Government Code, as amended.

"Available Commitment" means at any date, the difference between the Commitment with respect to the Credit Agreement relating to the Commercial Paper Notes as of such date and the principal amount advanced and outstanding under the Credit Agreement on such date.

"Bank" means Bank of America, N.A., in its capacity as Liquidity Provider.

"Business Day" means any day on which DTC is scheduled to be open for money market instrument settlement services and is other than a Saturday, Sunday or other day on which the New York Stock Exchange is closed or a day on which banks in New York, New York, the City of Dallas, Texas or the city in which the office of the Liquidity Provider at which demands under the Credit Agreement are to be honored is located are authorized by law or executive order to close.

"Certificate of Designation" means the certificate certifying the incumbency and specimen signatures of such person or persons of the Issuing and Paying Agent authorized to receive and sign Commercial Paper Notes.

"Commercial Paper Notes" means the City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series G.

"Commitment" means \$322,191,781, as such amount may be reduced from time to time pursuant to the Credit Agreement.

"Constitution" means the Constitution of the State of Texas, as amended.

"Credit Agreement" means the Revolving Credit Agreement between the Issuer and the Liquidity Provider, dated as of May 1, 2025, as amended, supplemented or otherwise modified in accordance with the terms thereof or any other credit facility provided in lieu thereof in accordance with the provisions of Section 4.03 of the Note Ordinance.

"Dealer Representative" means each employee of the Dealer authorized to give notices and/or issuance instructions.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Effective Date" means May 15, 2025.

"Incumbency Certificate" means a certificate of the Issuer certifying the incumbency of individuals authorized to take action on behalf of the Issuer.

"Issuing Officials" means the Authorized Representatives of the Issuer.

"Letter of Representations" means the letter of representations issued by DTC with respect to the Master Note.

"Liquidity Provider" means the Bank, or any subsequent or succeeding party or parties to the Credit Agreement.

"Master Note" means the master note, in the form provided by DTC, with respect to the Commercial Paper Notes.

"No-Issuance Event" means receipt by the Issuing and Paying Agent from the Liquidity Provider of a Non-Issuance Instruction.

"Non-Issuance Instruction" means a notice from the Liquidity Provider to the Issuer and the Issuing and Paying Agent in the form of Exhibit A to the Credit Agreement.

"Note" means the promissory note or notes from the Issuer to the Liquidity Provider in the aggregate amount not to exceed \$322,191,781.

"Note Payment Fund" means the Issuer's Series G Note Payment Fund reaffirmed by the Issuer pursuant to Section 2.09 of the Note Ordinance.

"Rating Agencies" means, collectively, Fitch Ratings, Inc. and S&P Global Ratings, and their successors and assigns.

"Stated Expiration Date" means May 15, 2028, or such later date as may be established pursuant to the Credit Agreement.

2. Appointment of Agent. The Issuer hereby appoints the Issuing and Paying Agent and the Issuing and Paying Agent hereby agrees to act, on the terms and conditions specified herein, as depositary with respect to funds received by the Issuing and Paying Agent pursuant to Sections 7 and 8 hereof, and as issuing and paying agent for the Commercial Paper Notes issued as described herein. The Commercial Paper Notes will be sold through such commercial paper dealers and/or placement agents as the Issuer shall have notified the Issuing and Paying Agent in writing from time to time (collectively, the "Dealers"). The Dealer is currently BofA Securities, Inc.

3. Letter of Representations. The Issuer will promptly deliver to the Issuing and Paying Agent an executed version of the form of the Letter of Representations provided by DTC. The Issuer understands and agrees that such Letter of Representations when executed by the Issuer and the Issuing and Paying Agent and accepted by DTC shall supplement the provisions of this Agreement and that the Issuer, the Issuing and Paying Agent, and DTC shall be bound by the terms and provisions of the Letter of Representations, including any procedures and operational arrangements applicable thereunder.

4. Supply of Commercial Paper Notes.

(a) The Issuer will from time to time furnish the Issuing and Paying Agent an adequate supply of Commercial Paper Notes, which shall be Book-Entry Commercial Paper Notes and/or certificated Commercial Paper Notes, as the Issuer, in accordance with the provisions of the Note Ordinance, in its sole and absolute discretion considers appropriate. Certificated Commercial Paper Notes shall be in substantially the form set forth in Section 2.05 of the Note Ordinance, shall be serially numbered and shall have been executed by manual or facsimile signature of an Authorized Representative, but shall otherwise be uncompleted. Book-Entry Commercial Paper Notes shall be substantially in the forms attached to the Letter of Representations and shall be represented by a Master Note which shall be executed by manual or facsimile signature by an Authorized Representative in accordance with the Letter of Representations. Pending receipt of instructions

pursuant to this Agreement, the Issuing and Paying Agent will hold the certificated Commercial Paper Notes and the Master Note in safekeeping for the account of the Issuer or DTC, as the case may be, in accordance with the Issuing and Paying Agent's customary practice and the requirements of the Note Ordinance.

(b) Each certificated Commercial Paper Note or Master Note, as the case may be, delivered to the Issuing and Paying Agent shall be accompanied by a letter from the Issuer identifying the certificated Commercial Paper Note(s) or Master Note(s) transmitted therewith, and the Issuing and Paying Agent shall acknowledge receipt of such certificated Commercial Paper Note(s) or Master Note(s) on the copy of such letter or pursuant to some other form of written receipt deemed appropriate by it at the time of delivery to it of such certificated Commercial Paper Note(s) or Master Note(s). Pending the issuance of certificated Commercial Paper Notes as provided in Section 6 hereof, all certificated Commercial Paper Notes and Master Note(s) delivered to it shall be held by it for the account of the Issuer or DTC, as the case may be, for safekeeping in accordance with its customary practice and the requirements of the Note Ordinance.

5. Authorized Representatives.

(a) With the delivery of this Agreement and annually or more frequently, if requested in writing by the Issuing and Paying Agent, to reflect changes thereto, the Issuer will furnish to the Issuing and Paying Agent an Incumbency Certificate certifying the incumbency and specimen signatures of the persons then authorized to act as Authorized Representative(s) and Issuing Officials of the Issuer for purposes of the Note Ordinance and this Agreement, or certifying as to no change in the preceding certification, as the case may be, and the Issuing and Paying Agent shall act hereunder only upon instructions of such Authorized Representative(s) and/or Issuing Officials. Such Incumbency Certificate shall also specify the names of the Dealer Representatives who are authorized to give notices and/or issuance instructions to the Issuing and Paying Agent as provided herein. The Issuing and Paying Agent shall not have any responsibility to the Issuer to determine by whom or by what means a facsimile signature may have been affixed on the Commercial Paper Notes, or to determine whether any facsimile or manual signature resembles the specimen signature(s) filed with it, and the facsimile signature of a person who is an Authorized Representative on the date such signature is affixed shall be binding on the Issuer after the authentication thereof by the Issuing and Paying Agent notwithstanding that such person shall have died or shall have otherwise ceased to hold his office on the date such Commercial Paper Note is countersigned or delivered to the Issuing and Paying Agent. Until the Issuing and Paying Agent receives a subsequent certificate from the Issuer, it shall be entitled to rely upon the last such certificate delivered to it for purposes of determining the Authorized Representative(s) and/or Issuing Officials of the Issuer.

(b) Upon the Issuing and Paying Agent's receipt of this Agreement, and from time to time thereafter as it chooses, the Issuing and Paying Agent shall deliver a Certificate of Designation certifying the incumbency and specimen signatures of its employees who are authorized to receive, authenticate and deliver Commercial Paper Notes. Until the Issuer shall receive a subsequent Certificate of Designation, or unless an Authorized Representative shall have received written notice of the lack of authority of any individual, the Issuer may rely on the last such Certificate of Designation delivered to it.

6. Completion, Authentication and Delivery of Commercial Paper Notes.

(a) In the case of certificated Commercial Paper Notes, during the term of this Agreement and subject to the terms and conditions hereof, upon the Issuing and Paying Agent's timely receipt from an Authorized Representative or Dealer Representative of instructions delivered to the Issuing and Paying Agent in accordance with Section 10 prior to 12:30 pm on a Business Day, on the date of issuance of any certificated Commercial Paper Notes, the Issuing and Paying Agent shall withdraw the respective certificated Commercial Paper Notes from safekeeping and take the following actions in accordance with such instructions:

i. complete each such certificated Commercial Paper Note as to the face amount, net dollar amount, payee, the date of issue and maturity date, (provided that the Authorized Representative or Dealer Representative shall ensure that (A) such maturity date is a Business Day no later than the earlier to occur of (x) 270 days from the date of issue or (y) one Business Day prior to the Stated Expiration Date of the Credit Agreement or the date the Commitment of the Credit Agreement is terminated pursuant to its terms, and (B) such face amount is \$100,000 or integral multiples of \$1,000 in excess thereof in figures);

ii. authenticate (by countersigning) each such certificated Commercial Paper Note in the appropriate space provided thereon; and

iii. deliver each such certificated Commercial Paper Note to the Dealer, or the consignee, if any, designated by such Authorized Representative or Dealer Representative for the account of the Dealer.

(b) In the case of Book-Entry Commercial Paper Notes, from time to time during the term of this Agreement and subject to the terms and conditions hereof, and upon the Issuing and Paying Agent's timely receipt of instructions or notice transmitted pursuant to Section 10, not later than 1:00 p.m., in the case of Book-Entry Commercial Paper Notes, on a Business Day, from an Authorized Representative or a Dealer Representative, on the date of issuance of any Book-Entry Commercial Paper Notes (in the case of instructions from an Authorized Representative, a copy of such instructions shall be sent to the Dealer Representative by said Authorized Representative) the Issuing and Paying Agent shall give issuance instructions for the issuance of Book-Entry Commercial Paper Notes to DTC in a manner set forth in, and take other actions as are required by, the Letter of Representations and DTC's applicable rules, regulations and procedures for book-entry commercial paper program. Instructions for the issuance of Book-Entry Commercial Paper Notes shall include the following information with respect to each Book-Entry Commercial Paper Note:

i. the date of issuance of each such Book-Entry Commercial Paper Note (which shall be a Business Day);

ii. the maturity date of each such Book-Entry Commercial Paper Note (provided that the Authorized Representative or Dealer Representative shall ensure that (A) such maturity date is a Business Day no later than the earlier to occur of (x) 270 days from the date of issue or (y) one Business Day prior to the Stated Expiration Date of the Credit Agreement or the date the Commitment of the Credit Agreement is terminated pursuant to its terms);

iii. the face amount (provided that the Authorized Representative or the Dealer Representative shall ensure that such face amount is \$100,000 or integral multiples of \$1,000 in excess thereof) in figures; and

iv. the interest rate (which shall not exceed the Maximum Interest Rate, as defined in the Note Ordinance).

Notwithstanding anything to the contrary herein, no Commercial Paper Notes may be issued unless the Issuing and Paying Agent has received complete instructions in accordance with the provisions of this Section 4. Additionally, no Commercial Paper Note may be issued (i) having a maturity date later than the earlier to occur of (x) 270 days from the date of issuance of the Commercial Paper Note or (y) one Business Day prior to (A) the Stated Expiration Date of the Credit Agreement or (B) the date the Commitment of the Credit Agreement is terminated pursuant to its terms; (ii) with respect to the applicable Commercial Paper Notes, having a principal amount together with the interest thereon that, when added to the then outstanding principal amount of the applicable Commercial Paper Notes together with the interest thereon, would cause the total outstanding principal amount of the applicable Commercial Paper Notes together with the interest thereon to exceed the Available Commitment (or the Commitment, as applicable) of the Credit Agreement on the date of issuance of the applicable Commercial Paper Notes, and (iii) that bear interest in an amount that exceeds the interest component, the maximum of which interest component is calculated at a rate of ten percent (10.00%), or such lesser amount set forth in the Credit Agreement, of the Commitment (or Available Commitment, as applicable) for a period of 270 days for the actual number of days on the basis of a 365 day year.

Notwithstanding anything which may be to the contrary in this Agreement, no Commercial Paper Notes shall be issued, authenticated or delivered in violation of Section 4.03 of the Note Ordinance, or if the Issuing and Paying Agent shall be in receipt of a Non-Issuance Instruction unless and until it shall be in receipt of written notice from the Liquidity Provider which had issued such Non-Issuance Instruction, of the revocation thereof. The Issuing and Paying Agent shall notify the Issuer as soon as practicable of any action or cessation of action taken pursuant to this paragraph. Additionally, the Issuing and Paying Agent shall on a best effort basis stop the delivery of Commercial Paper Notes and the transmission of Commercial Paper Notes to DTC, the issuance instructions for which were received on the same day as the date of such notice; provided, however, that the Issuing and Paying Agent shall be required to deliver the related series of Commercial Paper Notes in respect of which agreements for the sale of the related series of Commercial Paper Notes were concluded by the Dealer prior to the receipt of such notice. For the purposes of the preceding proviso, the Issuing and Paying Agent may rely on a written notice given or delivered to the Issuing and Paying Agent by the Dealer as to whether any particular Note is to be issued in respect of such agreements concluded by the Dealer, and the Issuing and Paying Agent shall have no obligation to make any further investigation. Notwithstanding anything herein to the contrary, the instructions contained in this paragraph are irrevocable and may not be revoked, rescinded, altered or modified by the Issuer for so long as the Credit Agreement remains in effect.

The Issuer shall provide to the Issuing and Paying Agent confirmations of the amount of Revolving Loans or Term Loans outstanding and the amount of the Available Commitment from time to time and in sufficient time to inform the Issuing and Paying Agent as to whether the conditions and limitations contained in clause (i) in subsection (a) hereof and clause (ii) of subsection (b) hereof have been complied with in connection with each issuance of Commercial Paper Notes.

Without limiting or otherwise affecting the obligations of the Issuing and Paying Agent provided above, the Issuer agrees to give notice to the Issuing and Paying Agent of each Revolving Loan or Term Loan and prepayment thereof, and change in the Available Commitment applicable to the Commercial Paper Notes, at the same time any notice thereof is given to the Issuer under the Credit Agreement.

Any Non-Issuance Instruction shall be full and complete authorization to the Issuing and Paying Agent to take action or omit to take action hereunder. The Issuing and Paying Agent shall have no responsibility for the correctness or validity of any Non-Issuance Instruction, notwithstanding any contrary instructions received from the Issuer or the Dealer, as the case may be.

(c) Instructions given must be received by the Issuing and Paying Agent by 1:00 p.m., if the Commercial Paper Note(s) are to be delivered the same day. Telephone instructions shall be confirmed in writing the same day.

(d) The Issuer understands that although the Issuing and Paying Agent has been instructed to deliver Commercial Paper Notes against payment, delivery of Commercial Paper Notes will be made, in accordance with the custom prevailing in the commercial paper market, before receipt of payment in immediately available funds. Therefore, once the Issuing and Paying Agent has delivered a Commercial Paper Note to a Dealer or its agent as provided herein, the Issuer shall bear the risk that a Dealer or its agent fails to remit payment for the Commercial Paper Note to the Issuing and Paying Agent. The Issuing and Paying Agent shall have no liability to the Issuer for any failure or inability on the part of the Dealer to make payment for Commercial Paper Notes. Nothing in this Agreement shall require the Issuing and Paying Agent to purchase any Commercial Paper Note or expend its own funds for the purchase price of a Commercial Paper Note or Commercial Paper Notes.

(e) Except as may otherwise be provided in the Letter of Representations, if at any time the Issuer instructs the Issuing and Paying Agent to cease issuing certificated Commercial Paper Notes and to issue only Book-Entry Commercial Paper Notes, the Issuing and Paying Agent agrees that all Commercial Paper Notes will be issued as Book-Entry Commercial Paper Notes and that no certificated Commercial Paper Notes shall be exchanged for Book-Entry Commercial Paper Notes unless and until it has received written instructions from an Authorized Representative (any such instructions from a Dealer Representative shall not be sufficient for this purpose) to the contrary.

(f) It is understood that the Issuing and Paying Agent is not under any obligation to assess or review the financial condition or credit worthiness of any person to or for whose account it delivers a Commercial Paper Note pursuant to instructions from an Authorized Representative or Dealer Representative or to advise the Issuer as to the results of any such appraisal or investigation it may have conducted on its own or of any adverse information concerning any such person that may in any way have come to its attention.

(g) It is understood that DTC may request the delivery of certificated Commercial Paper Notes in exchange for Book-Entry Commercial Paper Notes upon the termination of DTC's services pursuant to the Letter of Representations. Accordingly, upon such termination, the Issuing and Paying Agent is authorized to complete and deliver certificated Commercial Paper Notes in partial or complete substitution for Book-Entry Commercial Paper Notes of the same face amount and maturity as requested by DTC. Upon the completion of delivery of any such certificated Commercial Paper Note, the Issuing and Paying Agent shall annotate its records regarding the

Master Note with respect to such Book-Entry Commercial Paper Notes to reflect a corresponding reduction in the face amount of the outstanding Book-Entry Commercial Paper Notes. The Issuing and Paying Agent's authority to so complete and deliver such certificated Commercial Paper Notes shall be irrevocable at all times from the time a Book-Entry Commercial Paper Note is purchased until the indebtedness evidenced thereby is paid in full.

(h) If the Issuing and Paying Agent shall receive written instructions from the Issuer pursuant to this Section 6 (confirmed in writing in accordance with this Agreement) from the Issuer not to issue or deliver Commercial Paper Notes, until revoked in writing or superseded by further written instructions from the Issuer, the Issuing and Paying Agent shall not issue or deliver Commercial Paper Notes; provided, however, that notwithstanding contrary instructions from the Issuer, the Issuing and Paying Agent shall deliver Commercial Paper Notes with respect to agreements for the sale of Commercial Paper Notes concluded by an Authorized Representative or a Dealer Representative prior to receipt by the Authorized Representative or a Dealer Representative of notice of such instructions from the Issuer, which the Authorized Representative or a Dealer Representative shall be required to confirm to the Issuing and Paying Agent in writing prior to its delivery of the Commercial Paper Notes. For purposes of the preceding provision, the Issuing and Paying Agent may conclusively rely on written notice given or delivered to it by an Authorized Representative or a Dealer Representative as to whether any particular Commercial Paper Notes are to be issued in respect of such agreements concluded by such Authorized Representative or a Dealer Representative, and the Issuing and Paying Agent shall have no obligation to make any other or further investigation.

7. Proceeds of Sale of the Commercial Paper Notes. In accordance with the provisions of Section 2.09 of the Note Ordinance, and for the purposes of this Agreement, the Issuing and Paying Agent will establish the Note Payment Fund, in the Issuer's name. On each day on which the Dealer or its agent receives Commercial Paper Notes (whether through the facilities of DTC in the manner set forth in the Letter of Representations or by delivery in accordance with the provisions of this Agreement), all proceeds received by the Issuing and Paying Agent in connection with such sale shall be credited in immediately available funds to the Note Payment Fund. From time to time upon written instructions received by the Issuing and Paying Agent from an Authorized Representative, the Issuing and Paying Agent agrees to transfer immediately available funds from the Note Payment Fund to any bank or trust company in the United States for the Issuer's account. If the Issuing and Paying Agent chooses, in its sole discretion, to credit the Issuer's account before the Issuing and Paying Agent has collected funds for delivery of Commercial Paper Notes, it is understood that such credit shall be an advance to the Issuer to be promptly repaid to the Issuing and Paying Agent from the proceeds of sale of Commercial Paper Notes. If any such advance is not repaid by 5:00 pm on the day it is made, the Issuer shall repay such advance on the next Business Day together with interest thereon at the rate charged by the Issuing and Paying Agent for such advance (which rate shall be no less than the Prime Rate). As used in this Agreement, "Prime Rate" means the rate of per annum interest which the Issuing and Paying Agent announces publicly or otherwise makes available to the public from time to time as its "prime rate" (currently calculated on the basis of the actual number of days elapsed over a year of 360 days) with any change in the "prime rate" to be effective on and as of the date of any change in said "prime rate". The Prime Rate and the calculation thereof may be established by the Issuing and Paying Agent in its sole discretion and is not necessarily the lowest rate of interest offered by the Issuing and Paying Agent to its most creditworthy customers. The Prime Rate is a variable or fluctuating rate which increases or decreases from time to time. Funds in the Note Payment Fund will be held by the Issuing and Paying Agent uninvested.

8. Payment of Matured Commercial Paper Notes.

(a) By 11:15 a.m. on the date that any Commercial Paper Note is scheduled to mature, there shall have been transferred to the Issuing and Paying Agent for deposit in the Note Payment Fund, immediately available funds at least equal to the principal amount of Commercial Paper Notes, maturing on such date and accrued interest thereon through such maturity date. When any matured Commercial Paper Note is presented to the Issuing and Paying Agent for payment by the holder thereof (which may, in the case of Book-Entry Commercial Paper Notes held by the Issuing and Paying Agent, be DTC or a nominee of DTC), payment shall be made from and charged to the Note Payment Fund to the extent funds are available in the Note Payment Fund. In the event that funds are not available or deemed available in the Note Payment Fund, as set forth above on any Business Day on which Commercial Paper Notes are maturing, the Issuing and Paying Agent shall deliver to the Liquidity Provider, a Request for Loan (as defined in the Credit Agreement) under the Credit Agreement in the form attached thereto as Exhibit B not later than 11:30 a.m.

(b) Each Commercial Paper Note presented to the Issuing and Paying Agent for payment at or prior to 2:15 p.m. on any Business Day at or after the maturity date of such Commercial Paper Note shall be paid by the Issuing and Paying Agent on the same day as such presentation (or if presented after 2:15 p.m. on any such Business Day, then on the next succeeding Business Day) to the extent funds are available in the Note Payment Fund.

(c) The Issuing and Paying Agent may, but shall have no obligation to, make a payment pursuant this Section 8 prior to receipt from the Issuer of sufficient immediately available funds. In such case, the Issuer agrees to promptly repay such advance provided that, if such advance is not repaid by 5:00 pm on the day it is made, the Issuer shall repay such advance on the next Business Day together with interest thereon at the Prime Rate. No prior action or course of dealing on the part of the Issuing and Paying Agent with respect to advances of the purchase price or payments of matured Commercial Paper Notes shall give rise to any claim or cause of action by the Issuer against the Issuing and Paying Agent in the event that Bank refuses to pay or settle any Commercial Paper Notes for which the Issuer has not timely provided funds as required by this Agreement.

(d) The Issuing and Paying Agent shall have no obligation to pay amounts due on the applicable series of Commercial Paper Notes at their maturity other than from funds received by the Issuing and Paying Agent from or for the account of the Issuer or from draws under the Credit Agreement.

9. Representations and Warranties of the Issuer. The Issuer hereby warrants and represents to the Issuing and Paying Agent, and, each request to issue Commercial Paper Notes shall constitute the Issuer's continuing warranty and representation, as follows:

(a) This Agreement is, and all Commercial Paper Notes delivered to the Issuing and Paying Agent pursuant to this Agreement will be, duly authorized, executed and delivered by the Issuer. The Issuing and Paying Agent's appointment to act for the Issuer hereunder is duly authorized by the Issuer.

(b) This Agreement constitutes, and the Commercial Paper Notes, when completed, countersigned, and delivered pursuant hereto, will constitute, the Issuer's legal, valid and binding obligations enforceable against the Issuer in accordance with their terms, except as such

enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general principles of equity.

(c) The Issuer is duly organized and validly existing under the laws of the State of Texas and no liquidation, dissolution, bankruptcy, windup or similar proceedings have been instituted with respect to the Issuer.

(d) The Issuer has, and at all relevant times has had, all necessary power and authority to execute, deliver and perform this Agreement and to issue the Commercial Paper Notes.

(e) All actions on the part of the Issuer which are required for the authorization of the issuance of the Commercial Paper Notes, and for the authorization, execution, delivery and performance of this Agreement, do not require the approval or consent of any holder or trustee of any indebtedness or obligations of the Issuer.

(f) The issuance of Commercial Paper Notes by the Issuer (i) does not and will not contravene any provision of any governmental law, regulation or rule applicable to the Issuer, and (ii) does not and will not conflict with, breach or contravene the provisions of any contract or other instrument binding upon the Issuer.

(g) Each instruction given to the Issuing and Paying Agent in accordance with Section 4 and 6 hereof shall constitute a representation and warranty by the Issuer that (i) the issuance and delivery of such Commercial Paper Note(s) have been duly and validly authorized by the Issuer, (ii) the Credit Agreement is in full force and effect, (iii) the Issuing and Paying Agent's appointment to act for the Issuer hereunder has been duly authorized by all necessary corporate action, (iv) after the issuance of such Commercial Paper Notes and the application of the proceeds thereof, the aggregate principal amount of and interest payable upon maturity of such Commercial Paper Notes will not exceed the Available Commitment, (v) no default or event of default has occurred or is continuing thereunder and each representation and warranty of the Issuer thereunder is true and correct in all material respects on and as of such date, and (vi) no Non-Issuance Notice has been received from the Liquidity Provider.

(h) The issuance and delivery of the Commercial Paper Notes will not violate any Texas or federal law and the Commercial Paper Notes do not require registration under the Securities Act of 1933, as amended.

10. Reliance on Instructions. Except as otherwise set forth herein, the Issuing and Paying Agent shall incur no liability to the Issuer in acting hereunder upon instructions contemplated, hereby which it reasonably believed in good faith to have been given by an Authorized Representative or a Dealer Representative, as the case may be. Instructions transmitted via SPANS Online (as defined in Section 24 hereof) shall be the equivalent to the giving of a duly authorized written instruction which the Issuing and Paying Agent may act upon without liability. In the event a discrepancy exists between any telephonic instructions and any other such instructions, the telephonic instructions as understood by the Issuing and Paying Agent will be deemed to control. For the purposes of this Agreement, officers of the Liquidity Provider shall be authorized to act and to give instructions and notices on behalf of the Liquidity Provider hereunder, and the Issuing and Paying Agent shall be entitled conclusively to rely on any writing, paper or notice purporting to be signed, sent or given by any officer of the Liquidity Provider, unless an officer of the Issuing and Paying Agent shall have received written notice from an officer of the Liquidity Provider that a

particular writing, paper or notice was not signed, sent or given by an authorized officer of the Liquidity Provider.

11. Cancellation of Commercial Paper Notes. Upon payment by the Issuing and Paying Agent of certificated Commercial Paper Note(s) presented for payment, the Issuing and Paying Agent shall mark such certificated Commercial Paper Note(s) as paid and (i) in due course cancel certificated Commercial Paper Note(s) presented for payment and from time to time return such canceled certificated Commercial Paper Notes to the Issuer, or (ii) destroy such certificated Commercial Paper Notes(s) and deliver to the Issuer from time to time a destruction certificate identifying all certificated Commercial Paper Notes destroyed since the issuance of the prior destruction certificate. After payment of any matured Book-Entry Commercial Paper Notes, the Issuing and Paying Agent shall annotate its records to reflect the face amount of Book-Entry Commercial Paper Notes outstanding in accordance with the Letter of Representations. Promptly upon the written request of the Issuer, the Issuing and Paying Agent agrees to cancel and return to the Issuer all unissued certificated Commercial Paper Notes in the Issuing and Paying Agent's possession at the time of such request.

12. Notices; Addresses.

(a) All communications to the Issuing and Paying Agent by or on behalf of the Issuer or the Dealer, by writing, telecopy, electronic transmission or telephone relating to the completion, delivery or payment of the Commercial Paper Note(s) are to be delivered to the Issuing and Paying Agent via SPANS Online or directed to Commercial Paper Operations at the address or telephone number indicated below or to such other address or telephone number as the Issuing and Paying Agent specifies to the Issuer in writing.

U.S. Bank Trust Company, National Association
100 Wall Street, Suite 600
New York, New York 10005
Attention: Commercial Paper Operations
Facsimile No.: (212) 509 4529
Telephone No.: (212) 951-8508
Email address: mmi.processing@usbank.com

(b) Notices and other communications hereunder shall (except to the extent otherwise expressly provided) be in writing (which may be by facsimile) and shall be addressed as follows, or to such other address as the party receiving such notice shall have previously specified to the party sending such notice:

if to the Issuer, at:

City of Dallas, Texas
1500 Marilla
Dallas, Texas 75201
Attention: Jack Ireland
Telephone: (214) 670-7804
E-mail: jack.ireland@dallas.gov

if to the Issuing and Paying Agent, at:

U.S. Bank Trust Company, National Association
100 Wall Street, Suite 600
Attention: Corporate Trust Administration
New York, New York 10005
Telephone: (212) 361 4383
E-mail: denia.larios@usbank.com

if to the Dealer, at:

BofA Securities, Inc.
Bank of America Tower
One Bryant Park
3rd Floor
New York, New York 10036
Attention: Brendan Troy / Miguel Ruiz / Thomas Loffredo
Telephone: (212) 449-5544
Telecopy: (212) 553-2042
E-mail: dg.temm@bofa.com

if to the Rating Agencies, at:

Fitch Ratings, Inc.
Attention: Municipal Structured Finance
300 W. 57th Street
New York, New York 10019
Telephone: (212) 908-0829
E-mail: MSF.surveillance@fitchratings.com

S&P Global Ratings
25 Broadway
New York, New York 10004
Telephone: (212) 208-1811

if to the Liquidity Provider, at:

Bank of America, N.A.
901 Main Street, 11th Floor
Dallas, Texas 75202
Attention: Joseph M. Mensinger
Telephone: (214) 209-7830
E-Mail: joseph.mensinger@bofa.com

With a copy to:

Bank of America, N.A.
4242 Six Forks Road
Raleigh, North Carolina 27609

Telephone: (919) 829-6950
Facsimile: (866) 503-5027
Attention: Kristy Moore
Email: kristy.moore@bofa.com

(c) In any case where it is provided in this Agreement that a copy of any instruction, demand or other notice is to be delivered to the Dealer, such copy shall be delivered to the Dealer at the address set forth above by the same means as the original thereof shall have been given, provided that the failure of such copy to be given to any Dealer shall not invalidate or adversely affect the original thereof. Notices shall be deemed delivered when received at the address specified above. For purposes of this Section 10, "when received" shall mean actual receipt (i) of an electronic communication by facsimile or email transmission or SPANS Online; or (ii) of an oral communication by any person answering the telephone at the office of the individual or department specified in or pursuant to this Agreement; or (iii) of a written communication hand-delivered, by national overnight courier service, or by first class, certified or registered mail, return receipt requested, at the office specified in or pursuant to this Agreement.

(d) The Issuer shall provide written notice to the Issuing and Paying Agent of any termination of the Commitment and replacement of the Liquidity Provider at least ten Business Days prior to the effective date thereof whereupon the Issuing and Paying Agent shall provide written notice thereof to the holders of the Commercial Paper Notes at least five Business Days prior to the effective date thereof.

(e) The Issuer agrees that prior to the initial issuance of Commercial Paper Notes, it shall provide notice to the Rating Agencies of the principal amount of Commercial Paper Notes that are to be issued as the initial issuance of Commercial Paper Notes under the Note Ordinance, in the manner prescribed by this Section 12.

13. Liability of Issuing and Paying Agent.

(a) The Issuing and Paying Agent's duties and obligations shall be determined solely by the express provisions of this Agreement, and the Letter of Representations (including the documents referred to therein), and the Issuing and Paying Agent and the Issuing and Paying Agent's agents shall be responsible for the performance of only such duties and obligations as are specifically set forth herein and therein, and no implied duties or covenants shall be read into any such document against the Issuing and Paying Agent or the Issuing and Paying Agent's agents. The Issuing and Paying Agent has no fiduciary or discretionary duties of any kind. The Issuing and Paying Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement. Neither the Issuing and Paying Agent nor the Issuing and Paying Agent's agents shall not be required to ascertain whether any issuance or sale of Commercial Paper Note(s) (or any amendment or termination of this Agreement) has been duly authorized or is in compliance with any other agreement to which the Issuer is a party (whether or not the Issuing and Paying Agent or any such agent is a party to such other agreement). The Issuing and Paying Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Issuing and Paying Agent's gross negligence or willful misconduct was the sole cause of any loss to the Issuer.

(b) The Issuing and Paying Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. The Issuing and Paying Agent may rely upon

any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Issuing and Paying Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall the Issuing and Paying Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Issuing and Paying Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. The Issuing and Paying Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, intrusions or attacks, power failures, earthquakes or other disasters.

(c) The Issuing and Paying Agent shall not be obligated to take any legal action or commence any proceeding in connection with this Agreement, the Commercial Paper Note Funds or any account in which Commercial Paper Note Funds are deposited or to appear in, prosecute or defend any such legal action or proceeding or to take any other action that the Issuing and Paying Agent determines, in its sole judgment, may expose it to liability or expense. The Issuing and Paying Agent may consult legal counsel selected by it concerning this Agreement or of its duties hereunder and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. The Issuer, shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. The Issuer agrees to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as the Issuing and Paying Agent may reasonably request in connection with its duties hereunder.

(d) The Issuing and Paying Agent is authorized, in its sole discretion, to comply with final orders issued or process entered by any court with respect to the Commercial Paper Note Funds, without determination by the Issuing and Paying Agent of such court's jurisdiction in the matter. If any portion of the Commercial Paper Note Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Issuing and Paying Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Issuing and Paying Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(e) If, at any time the Issuing and Paying Agent is unable to determine, to the Issuing and Paying Agent's sole satisfaction, the proper disposition of all or any portion of the Commercial Paper Note Funds or the Issuing and Paying Agent's proper actions with respect to its obligations hereunder, then the Issuing and Paying Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such uncertainty shall be resolved to the sole satisfaction of the Issuing and Paying Agent.

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to the Issuing and Paying Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Commercial Paper Note Funds, after deduction and payment to the Issuing and Paying Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the Issuing and Paying Agent in connection with the performance of its duties and the exercise of its rights hereunder.

14. Indemnification of the Issuing and Paying Agent. From and at all times after the date of this Agreement, the Issuer shall, to the fullest extent permitted by the laws of the State of Texas, indemnify and hold harmless the Issuing and Paying Agent and each director, officer, employee and affiliate of the Issuing and Paying Agent (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation the Issuer, any Dealer or any purchaser of Commercial Paper Notes, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance in connection with this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have been directly caused solely from the gross negligence or willful misconduct of such Indemnified Party. The Issuer further agrees to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Party in connection with the enforcement of the Issuer's indemnification obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Issuer. The foregoing indemnity includes, but is not limited to, (a) any action taken or omitted to be taken by the Issuing and Paying Agent or any of the Issuing and Paying Agent's officers or employees upon written, facsimile, telephonic or other electronically transmitted instructions received by the Issuing and Paying Agent from, or believed by the Issuing and Paying Agent to have been given by, the proper person or persons, (b) the Issuing and Paying Agent's improperly executing or failing to execute any instruction because of unclear instructions, failure of communications media or any other circumstances beyond the Issuing and Paying Agent's control, and (c) the actions or inactions of DTC or its nominees. The obligations of the Issuer under this Section 14 shall survive any termination of this Agreement and the resignation or removal of the Issuing and Paying Agent.

15. Termination.

(a) This Agreement may be terminated at any time by either the Issuing and Paying Agent or the Issuer by 30 days' prior written notice to the other, with a copy to each Dealer and the

Liquidity Provider, provided that so long as the Issuer continues to pay the fees and expenses of the Issuing and Paying Agent as set forth herein, the Issuing and Paying Agent agrees to continue acting as the Issuing and Paying Agent hereunder until such time as its successor has been selected and has entered into an agreement with the Issuer to that effect and the Credit Agreement has been amended to provide that such successor issuing and paying agent is the beneficiary thereof. Such termination shall not affect the respective liabilities of the parties hereunder arising prior to such termination.

(b) If no successor has been appointed within 30 days, then the Issuing and Paying Agent has the right to petition a court of competent jurisdiction for the appointment of a successor Issuing and Paying Agent. The Issuing and Paying Agent shall be reimbursed for any and all expenses in connection with any such petition and appointment.

(c) On the Business Day following the date of termination of this Agreement, the Issuing and Paying Agent shall destroy all certificated Commercial Paper Notes in its possession and shall transfer to the Issuer all funds, if any, then on deposit in the Note Payment Fund. The Issuing and Paying Agent shall promptly notify the Issuer of all certificated Commercial Paper Notes so destroyed.

16. Amendments and Modifications, Waiver. No amendment, modification, discharge, termination or waiver of any provision of this Agreement, nor any consent to any departure by any party from any provision hereof binding upon such party, shall be effective unless the same shall be in writing and signed by all the parties hereto. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions on any other occasion. Except as provided in Section 17 hereof, this Agreement may not be assigned by any party without the written consent of the other party.

17. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, including successors by merger, and assigns; provided, however, that no party hereto may assign any of its rights or obligations hereunder, except with the prior written consent of all the other parties hereto.

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas; however, the duties, obligations and immunities of the Issuing and Paying Agent under this Agreement shall be governed by the laws of the State of New York including, to the extent applicable, operating circulars of the Federal Reserve Bank, federal laws and regulations as amended, New York Clearing House rules and, to the extent not otherwise inconsistent with this Agreement, general commercial bank practices applicable to commercial paper issuance and payment.

19. Execution in Counterparts, Facsimiles. This Agreement may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement. The delivery of copies of this Agreement as executed by PDF or facsimile transmission shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

20. Headings. Section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

21. Compensation of the Issuing and Paying Agent. The Issuer agrees to compensate the Issuing and Paying Agent on demand for its services hereunder in accordance with the Schedule of Fees furnished by the Issuing and Paying Agent to the Issuer from time to time and to reimburse the Issuing and Paying Agent, upon its request, for all reasonable expenses, disbursements, and advances made or incurred in connection with this Agreement, including with respect to investigating and defending itself against any claim or potential liability and the enforcement of the Issuer's compensation and reimbursement obligations hereunder. The Issuing and Paying Agent will provide the Issuer thirty days' written notice prior any changes to the Schedule of Fees. The obligations of the Issuer under this Section 21 shall survive any termination of this Agreement and the resignation or removal of the Issuing and Paying Agent.

22. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Issuing and Paying Agent requires documentation to verify its formation and existence as a legal entity. The Issuing and Paying Agent may ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The parties acknowledge that a portion of the identifying information set forth herein is being requested by the Issuing and Paying Agent in connection with the USA Patriot Act, Pub.L. 107-56 (the "Patriot Act"), and each agrees to provide any additional information requested by the Issuing and Paying Agent in connection with the Patriot Act or any other legislation or regulation to which the Issuing and Paying Agent is subject, in a timely manner.

23. Consent to Jurisdiction and Venue. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the United States Federal courts located in the Borough of Manhattan and the courts of the State of New York located in the Borough of Manhattan and waives any objection to such jurisdiction or venue. The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts.

24. SPANS Online.

(a) The Issuer and each Authorized Representative may use the U.S. Bank Securities Processing Automated Notes System Online ("SPANS Online") instruction and reporting communication service to transmit instructions to the Issuing and Paying Agent or obtain reports with respect to the Commercial Paper Notes. The Issuer may, by separate agreement between the Issuer and one or more of its Dealers, authorize the Dealer Representative to directly access SPANS Online for the purposes of transmitting instructions to the Issuing and Paying Agent or obtaining reports with respect to the Commercial Paper Notes. The Issuer acknowledges that (i) some or all of the services utilized in connection with SPANS Online are furnished by SS&C Technologies, Inc. ("SS&C"), (ii) SPANS Online is provided to the Issuer "AS IS" without warranties or representations of any kind whatsoever, and (iii) SPANS Online is proprietary and confidential property disclosed to the Issuer in confidence and may be utilized only on the SPANS Online Terms and Conditions as set forth in the SPANS Online website and for purposes set forth in this Agreement.

(b) To permit the use of SPANS Online to transmit instructions and/or obtain reports with respect to the Commercial Paper Notes, the Issuing and Paying Agent will supply the Issuer

with a customer identification number and initial passwords. The Issuer may thereafter change its passwords directly through SPANS Online. The Issuer will keep all information relating to its identification number and passwords strictly confidential and will be responsible for the maintenance of adequate security over its customer identification number and passwords. Instructions transmitted over SPANS Online and received by the Issuing and Paying Agent pursuant to this Agreement shall be deemed conclusive evidence that such instructions are correct and complete and that the issuance or redemption of the Commercial Paper Notes directed thereby has been duly authorized by the Issuer.

25. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, the Issuing and Paying Agent is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to an Authorized Representative, and the Issuing and Paying Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by the Issuing and Paying Agent and shall be effective only after the Issuing and Paying Agent has a reasonable opportunity to act on such changes. The Issuer agrees that the Issuing and Paying Agent may at its option record any telephone calls made pursuant to this Section. The Issuing and Paying Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Issuer to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. The Issuing and Paying Agent may apply funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Issuer acknowledges that these optional security procedures are commercially reasonable.

26. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

27. Entire Agreement, No Third-Party Beneficiaries. This Agreement, together with the Letter of Representations, constitutes the entire agreement between the parties relating to the Issuing and Paying Agent's issuing agent, paying agent and depositary duties and obligations to the Issuer. Except as provided in Section 14 hereof, nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the signatory parties hereto any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

28. Dealings. The Issuing and Paying Agent and any stockholder, director, officer or employee of the Issuing and Paying Agent may buy, sell, and deal in any of the securities of the Issuer, any Dealer or any purchaser of the Commercial Paper Notes and become financially interested in any transaction in which the Issuer, any Dealer or any such purchaser may be interested, and contract and lend money to the Issuer, any Dealer or any such purchaser and otherwise act as fully and freely as though it were not a depositary, issuing or paying agent under this Agreement. Nothing herein shall preclude the Issuing and Paying Agent from acting in any other capacity for the Issuer, any Dealer or any such purchaser or for any other person or entity.

29. Tax Reporting. The Issuing and Paying Agent shall have no responsibility for the tax consequences of this Agreement and the Issuer shall consult with independent counsel concerning any and all tax matters. The Issuer shall provide, to the extent required by law, IRS Form W-9 or Form W-8, as applicable, for each payee, together with any other documentation and information requested by the Issuing and Paying Agent in connection with the Issuing and Paying Agent's reporting obligations under any applicable U.S. federal law or regulation. If such tax documentation is not so provided, the Issuing and Paying Agent is authorized to withhold taxes as required by applicable U.S. federal law or regulation.

30. WAIVER OF TRIAL BY JURY. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

31. Publicity. No party will (a) use any other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such other party.

32. Amendment and Restatement. This Agreement shall become effective on the Effective Date and shall supersede all provisions of the Prior Agreement. From and after the Effective Date, all references made to the Prior Agreement in any Related Document or in any other instrument or document shall, without more, be deemed to refer to this Agreement.

33. State Law Representations and Covenants of the Issuing and Paying Agent.

(a) The Issuing and Paying Agent makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Issuing and Paying Agent within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(i) The Issuing and Paying Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Issuing and Paying Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii) The Issuing and Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott

Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(iii) The Issuing and Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(iv) The Issuing and Paying Agent hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(b) The Issuing and Paying Agent represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link:

<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>

and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link:

<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>

The Issuing and Paying Agent represents and verifies that the Issuing and Paying Agent has (i) on file a standing letter (“Standing Letter”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 8.21(a) through (d) hereof, and (ii) will, upon request of the Issuer or Co-Bond Counsel on behalf of the Issuer, provide the Issuer and Co-Bond Counsel with a copy of its Standing Letter. The Issuing and Paying Agent further represents and verifies that its Standing Letter remains in effect as of the Effective Date and that the Texas Attorney General has not notified the Issuing and Paying Agent that a determination has been made that the Issuing and Paying Agent boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State.

34. Miscellaneous.

(a) All references to time in this Agreement shall refer to local time in New York, New York.

(b) By its execution hereof, the Issuing and Paying Agent agrees and the City hereby consents to such agreement to provide the Liquidity Provider with read-only access to the online commercial paper trade reporting system of the Issuing and Paying Agent with respect to the Notes and to any other electronic platform as required by the Liquidity Provider to fulfill the Liquidity Provider's regulatory reporting needs with respect to the Notes.

(c) The Issuing and Paying Agent represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the Issuing and Paying Agent is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

(d) Electronic Transmission; Electronic Signatures. The Issuing and Paying Agent shall not have any duty to confirm that the person sending any notice, instruction or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by the Issuing and Paying Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to the Issuing and Paying Agent) shall be deemed original signatures for all purposes. The Issuer assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to the Issuing and Paying Agent, including without limitation the risk of the Issuing and Paying Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Issuing and Paying Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Issuing and Paying Agent in lieu of, or in addition to, any such electronic Notice.

[Signature page follows]

If the foregoing is acceptable to the Issuing and Paying Agent, please indicate its agreement therewith by signing one or more counterparts of this Agreement in the space provided below, and returning such signed counterpart(s) to the Issuer, whereupon this letter when signed by the Issuing and Paying Agent and the Issuer, will become a binding agreement between us.

CITY OF DALLAS, TEXAS

KIMBERLY BIZOR TOLBERT,
City Manager

By: _____

Approved as to form:

TAMMY L. PALOMINO, City Attorney

By: _____
Christina Tsevoukas, Senior Assistant City Attorney

Agreed to and accepted this ____ day of _____, 2025.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as the Issuing and Paying Agent

By: _____
Its: _____

EXHIBIT C
DEALER AGREEMENT

**AMENDED AND RESTATED
COMMERCIAL PAPER DEALER AGREEMENT**

Between

CITY OF DALLAS, TEXAS

and

BofA SECURITIES, INC.,
as CP Dealer

Dated May 1, 2025

Relating to

City of Dallas, Texas Waterworks and Sewer System Commercial Paper Notes, Series G

This **AMENDED AND RESTATED COMMERCIAL PAPER DEALER AGREEMENT**, dated May 1, 2025 (the “Agreement”), between the City of Dallas, Texas (the “Issuer” or the “City”) and BofA Securities, Inc. (the “CP Dealer”), amends and restates in its entirety the Commercial Paper Dealer Agreement dated July 1, 2021 (the “Prior Agreement”), between the Issuer and the CP Dealer.

For and in consideration of the mutual covenants made herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Background and Definitions. (a) Pursuant to its ordinance adopted on April 9, 2025 (the “Authorizing Document”), the Issuer has authorized the issuance and reissuance from time-to-time of its tax-exempt commercial paper notes (the “Notes”) in the aggregate principal amount not to exceed \$300,000,000 outstanding at any time.

(b) The Authorizing Document provides for the appointment of a commercial paper dealer to perform certain duties, including the offering and sale from time-to-time of the Notes on behalf of the Issuer.

(c) BofA Securities, Inc. has agreed to accept the duties and responsibilities of the CP Dealer with respect to the Notes under the Authorizing Document and pursuant to the terms of this Agreement.

(d) Bank of America, N.A. (the “Facility Issuing Party”) has provided a line of credit (the “Facility”) with respect to the Notes, that will enable U.S. Bank Trust Company, National Association (the “Account Party”) to pay for the purchase of the Notes that the CP Dealer is unable to remarket, in accordance with the terms of the Authorizing Document and the Revolving Credit Agreement, dated as of May 1, 2025 (as may be amended, supplemented, restated or otherwise modified from time to time, the “Facility Agreement”) between the Issuer and the Facility Issuing Party.

(e) Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Authorizing Document or the Amended and Restated Issuing and Paying Agent Agreement dated as of May 1, 2025 between the Issuer and the Account Party (the “Paying Agent Agreement”).

Section 2. Appointment of CP Dealer. (a) Subject to the terms and conditions contained herein, the Issuer hereby appoints BofA Securities, Inc. to act as CP Dealer for the Notes, and BofA Securities, Inc. accepts such appointment.

(b) The CP Dealer shall act as exclusive dealer with respect to the Notes.

Section 3. Responsibilities of CP Dealer. (a) Subject to the terms and conditions set forth in this Agreement, BofA Securities, Inc. agrees to perform the duties of CP Dealer set forth in this Agreement. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the CP Dealer will act solely as a principal and not as an agent, except as expressly provided in this Agreement. In connection with all aspects of each transaction contemplated hereby, the Issuer acknowledges and agrees that: (i) (A) the arranging and other services regarding this Agreement provided by the CP Dealer are arm’s-length commercial transactions between the Issuer, on the one hand, and the CP Dealer on the other hand,

(B) the City has consulted its own legal, accounting, regulatory, tax, financial and other advisors to the extent the City has deemed appropriate, and (C) the City is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby; (ii) (A) the CP Dealer has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor (including as a municipal advisor), agent or fiduciary for the City, or any other Person and (B) the CP Dealer does not have any obligation to the City with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (iii) the CP Dealer has financial and other interests that differ from those of the City, and may be engaged in a broad range of transactions that involve interests that differ from those of the City, and the CP Dealer does not have any obligation to disclose any of such interests to the City.

The CP Dealer shall use its best efforts to solicit and arrange sales of the Notes on behalf of the Issuer at such rates and maturities as may prevail from time to time in the market (including up to the Maximum Interest Rate for such Notes), subject to any limitations set forth in this Agreement, Authorizing Document, the Facility Agreement or the Paying Agent Agreement (collectively, the “Transaction Documents”). The CP Dealer and the Issuer agree that any Notes which the CP Dealer may arrange the sale of or which, in the CP Dealer’s sole discretion, it may elect to purchase, will be purchased or sold on the terms and conditions and in the manner provided in the Facility Agreement, the Issuing and Paying Agent Agreement and this Agreement. Anything herein to the contrary notwithstanding, to the extent of any conflict between the provisions hereof and of the Transaction Documents, the provisions of the Authorizing Document and the Paying Agent Agreement shall be controlling. The CP Dealer shall have no obligation to purchase Notes for its own account from the Issuer.

(b) Notwithstanding anything to the contrary contained herein, the CP Dealer:

(i) will suspend its efforts with respect to the offer or sale of the Notes on behalf of the Issuer upon the receipt of notice of the occurrence of an event of default under the Notes or the Transaction Documents; and

(ii) may, in its sole discretion, suspend its efforts with respect to the offer or sale of the Notes on behalf of the Issuer immediately upon the occurrence of any of the following events, which suspension will continue so long as, in the CP Dealer’s reasonable judgment, such event continues to exist as to the Notes:

(1) suspension or material limitation in trading in securities generally on any national securities exchange;

(2) a general moratorium on commercial banking activities in New York or Texas is declared by either federal or New York State or Texas State authorities, as applicable;

(3) there shall have occurred any (i) new material outbreak of hostilities involving the United States (including, without limitation, an act of terrorism) or escalation of any such hostility that existed prior to the date hereof, (ii) new material national or international calamity or crisis (including but not limited to a pandemic), or escalation of such event that existed prior to the date hereof, or (iii) material adverse change in the financial, political or economic conditions affecting the United States;

(4) (i) legislation shall be introduced by any committee, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States; (ii) legislation shall have been enacted by the legislature of the State of Texas; (iii) an amendment to the Constitution of the United States or the State of Texas shall have been passed; or (iv) a decision by a court of the United States or the State of Texas shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission, the Internal Revenue Service, the Treasury Department, or other state or federal governmental agency having jurisdiction of the subject matter shall be made or proposed, in any case, (y) to the effect that the offering or sale of obligations of the general character of the Notes, as contemplated hereby, is or would be in violation of any provision of the Securities Act of 1933, as amended (the “Securities Act”) as then in effect, or the Securities Exchange Act of 1934, as amended (the “Exchange Act”) as then in effect; or (z) with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Notes, or the Notes themselves, as contemplated hereby;

(5) any event shall occur or information shall become known, which, at any time, in the reasonable judgement of the CP Dealer, makes untrue, incorrect or misleading in any material respect any statement or information contained in any disclosure documents provided to the CP Dealer relating to the Notes, whether provided pursuant to Section 5 hereof or otherwise, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(6) any governmental authority or any national securities exchange shall impose, as to the Notes, or obligations of the general character of the Notes, any material restrictions not now in force, or increase materially those now in force;

(7) any one or more of the representations and warranties of the Issuer made hereunder shall not have been true and correct on the date made;

(8) the Issuer breaches or otherwise fails to observe any of the covenants, obligations or agreements under the Transaction Documents, or the Issuer shall fail to pay or cause to be paid, when due, or shall repudiate any of its obligations under any of its bonds or other evidences of indebtedness;

(9) any of the rating agencies then rating the Notes or any Facility Issuing Party shall either (i) downgrade any of the ratings assigned to either the Notes or such Facility Issuing Party to below “P-1”, “A-1” or “F1”, by Moody’s, S&P or Fitch, respectively or (ii) suspend or withdraw the then current ratings assigned to either the Notes or any Facility Issuing Party; or

(10) an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes the effect of which, in the reasonable judgment of the CP Dealer, makes it impractical to market the Notes or to enforce contracts for the sale of the Notes;

(11) (A) Legislation shall have been enacted by the Congress of the United States, or recommended to the Congress for passage by the President of the United States or favorably reported for passage to either House of the Congress by any Committee of such House or (B) a decision shall have been rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court or (C) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States or (D) a release or official statement shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which, in any such case described in clauses (A), (B), (C) or (D), would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Notes or upon income of the general character to be derived from the Issuer, in such a manner as in the judgment of the CP Dealer would materially impair the marketability of the Notes or obligations of the general character of the Notes;

(12) legislation shall have been enacted by either house of the Congress or by any body of the State legislature of the State of Texas, or a decision rendered by any federal court or Texas court, or an order, ruling, regulation (final or temporary) or official statement issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter shall have been made or issued to the effect that the Notes, other securities of the Issuer or obligations of the general character of the Notes are not exempt from registration under the Securities Act;

(13) a stop order, ruling, regulation or official statement by the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Notes, including any underlying obligations, or the execution and delivery of any document relating to the issuance, as contemplated hereby or by the Offering Memorandum, is or would be in violation of any applicable law, rule or regulation, including (without limitation) any provision of applicable federal securities laws, including the Securities Act, the Exchange Act or the Trust Indenture Act, each as amended and as then in effect;

(14) the occurrence of a material disruption in commercial banking or securities settlement or clearance services, or a material disruption or deterioration in the fixed income or municipal securities market;

(15) in the reasonable judgment of the CP Dealer, the market price or marketability of the Notes or the ability of the CP Dealer to enforce contracts for the sale of Notes shall have been materially adversely affected by an amendment of or supplement to the Offering Memorandum, notwithstanding the CP Dealer's approval or consent of such amendment or supplement prior to its distribution;

(16) there is any material adverse change in the affairs (whether financial or otherwise) of the Facility Issuing Party or the Issuer which, in the reasonable judgment of the CP Dealer, makes it impractical or inadvisable to proceed with the remarketing of the Notes as contemplated by this Agreement and by the Offering Memorandum; or

(17) any litigation shall be instituted, pending or threatened, which contests the existence or powers of the Issuer or the Facility Issuing Party in a manner that pertains to the ability of the Issuer or the Facility Issuing Party to perform their respective obligations under the Transaction Documents.

Section 4. Transactions in Notes. All transactions in Notes between the CP Dealer and the Issuer shall be in accordance with the Transaction Documents and with the customs and practices in the commercial paper market regarding settlement and delivery formally adopted in writing from time to time by the New York Clearinghouse, to the extent not inconsistent with the Authorizing Document. As early as possible, but not later than 12:45 p.m. on the day on which any Notes are to be issued, the CP Dealer shall notify the Issuer of the proposed final maturities, prices and interest rates (which interest rates shall not exceed 10% per annum) at which the CP Dealer will purchase or cause the purchase of the Notes, and provide the Issuer with any other information as required for delivery of such Notes. Except as described below, the CP Dealer shall not be obligated to purchase or cause the purchase of any Notes unless and until agreement has been reached in each case on the foregoing points and the CP Dealer has agreed to such purchase. Not later than 1:00 p.m. on the date of each transaction the CP Dealer shall either (a) confirm each transaction made with or arranged by it or (b) notify the Issuer and the Issuing and Paying Agent of the difference, if any, between the amount of maturing Notes and the amount of Notes which the CP Dealer has arranged to sell or has agreed to purchase. Such confirmation or notification shall be given by telephone (or by other telecommunications medium acceptable to the Issuer) and in writing to the Issuer and the Issuing and Paying Agent.

Section 5. Payment for Notes. The CP Dealer shall pay for the Notes sold by the CP Dealer (or purchased by the CP Dealer for its own account) in immediately available funds in the manner provided for in the Paying Agent Agreement on the same business day such Notes are delivered to the CP Dealer. All Notes will be sold at par, and will be evidenced either by (i) a master note immobilized with The Depository Trust Company or (ii) if not, will be executed in the manner provided for in the Authorizing Document.

Section 6. Authorized Representative. Note transactions with the Issuer, pursuant to Section 4 hereof, shall be with any one of the officers or employees of the Issuer who are designated as an Authorized Representative by certificate acknowledged by the City Secretary of the Issuer. The initial written designation of the Authorized Representatives is appended hereto as Appendix A. The Issuer agrees to provide the CP Dealer with revised written designations in the form of Appendix A when and as required by changes in the Authorized Representatives. The

CP Dealer may rely upon such designation unless and until otherwise notified in writing by the Issuer.

Section 7. Resignation and Removal of CP Dealer. The CP Dealer may at any time resign and be discharged of its duties and obligations hereunder upon providing the Issuer, the Facility Issuing Party and the Issuing and Paying Agent with sixty (60) days' prior written notice. The CP Dealer may be removed at any time, at the direction of the Issuer upon seven (7) days' prior written notice to the CP Dealer and the Issuing and Paying Agent. Upon removal or resignation of the CP Dealer, the Issuer shall promptly cause the Issuing and Paying Agent to give notice thereof by mail to all owners of the Notes and to any rating agency which has assigned a rating to the Notes. The CP Dealer shall assign and deliver this Agreement to its successor if requested by the Issuer.

Section 8. Furnishing of Disclosure Materials.

(a) The Issuer agrees to furnish the CP Dealer with as many copies as the CP Dealer may reasonably request of the offering memorandum of the Issuer relating to the Notes (the "Offering Memorandum"), and such other information with respect to the Issuer and the Notes as the CP Dealer shall reasonably request from time to time.

(b) The Issuer agrees to cooperate with the CP Dealer in the preparation by the Issuer from time-to-time and not less often than annually of a new Offering Memorandum of the Issuer for the Notes in the event the CP Dealer determines that the preparation and distribution of such Offering Memorandum is necessary or desirable in connection with offering and sale on behalf of the Issuer of the Notes, and to furnish or to cause to be furnished to the CP Dealer as many copies of such new Offering Memorandum as the CP Dealer shall request.

(c) If, at any time during the term of this Agreement, any event shall occur or facts become known to either party that might affect the correctness or completeness of any statement of a material fact contained in the then current Offering Memorandum, such party shall promptly notify the other in writing of the circumstances and details of such event. The Issuer agrees to promptly furnish to the CP Dealer a copy of each filing or notice made to anyone (whether in connection with the Notes or otherwise) pursuant to any undertaking or other agreement of the Issuer made under any provision of Rule 15c2-12 promulgated by the United States Securities and Exchange Commission.

Section 9. Issuance of Prior Lien Bonds and Other Obligations. The CP Dealer hereby acknowledges that the Issuer reserves the right in the Authorizing Document to issue Prior Lien Bonds, Series F Commercial Paper Notes, and Subordinated Obligations, as provided therein, and the CP Dealer agrees that this Agreement does not restrict or otherwise impair the ability of the Issuer to issue Prior Lien Bonds, Series F Commercial Paper Notes or Subordinated Obligations throughout the term of this Agreement.

Section 10. Fees and Expenses. For the CP Dealer's services under this Agreement, the Issuer will pay the CP Dealer a fee of 0.04% per annum of the weighted average of the principal amount of Notes outstanding during each three month period. The Issuer will pay the fee quarterly in arrears commencing July 1, 2025, and each January 1, April 1, July 1, and October 1 thereafter.

Section 11. Representations, Warranties, Covenants and Agreements of the Issuer. The Issuer, by its acceptance hereof, represents, warrants, covenants, and agrees with the CP Dealer that:

(a) it is a home-rule municipality and a political subdivision of the State of Texas, duly organized and validly existing under the applicable laws of the State of Texas;

(b) it has full power and authority to take all actions required or permitted to be taken by the Issuer under, and to perform and observe the covenants and agreements on its part contained in, this Agreement and any other instrument or agreement relating thereto to which the Issuer is a party;

(c) it has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date to authorize (i) the execution, delivery and performance of the Notes, this Agreement, the Authorizing Document, the Facility Agreement and any other instrument or agreement to which the Issuer is a party and which has been or will be executed in connection with the transactions contemplated by the foregoing documents; and (ii) the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated by the foregoing agreements and by the current Offering Memorandum;

(d) it will provide the CP Dealer at its address set forth below, (i) as soon as available and in any event not later than April 15 of the year following the end of each fiscal year, a copy of its annual unaudited financial statements with respect to the System for such fiscal year, and (ii) not later than July 1 of the year following each fiscal year, a copy of its annual audited financial statements for that fiscal year;

(e) it will promptly notify the CP Dealer by telephone (or by other telecommunications medium acceptable to the CP Dealer), confirmed in writing to the CP Dealer and the Issuing and Paying Agent, of any material adverse changes that may affect the offering and sale on behalf of the Issuer of the Notes or any fact or circumstance which may constitute, or with the passage of time will constitute, an event of default under the Notes, the Authorizing Document, the Facility or the Facility Agreement or the Paying Agent Agreement;

(f) the then-current Offering Memorandum does not contain any untrue, incorrect or misleading statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(g) the Issuer acknowledges that the CP Dealer may not be able to perform some of the services the Issuer may request of the CP Dealer from time to time in connection with the CP Dealer's engagement under this Agreement to the extent that such services would cause the CP Dealer to be considered a "municipal advisor" under SEC Rel. No. 34-70462 (September 20, 2013) (such final rules and to the extent reference therein, Section 975, the "Municipal Advisor Rules") implementing Section 975 ("Section 975") of the Dodd-Frank Wall Street Reform and Consumer Protection Act;

(h) there are no consents, authorizations, permits or approvals of, or filings with, any federal or state government authority (other than the Issuer) required in connection with the issuance or sale by the Issuer of the Notes, the execution and delivery of the Transaction Documents and the performance of its obligations thereunder except as may be required by state securities laws (as to which no representation is made) and those which have already been obtained or made;

(i) the adoption of the Authorizing Document and the execution, delivery and

performance by the Issuer of the Notes and the Transaction Documents do not and will not result in a breach or violation of, conflict with, or constitute a default under any constitutional provision, law, regulation, order, consent decree, judgment, agreement, indenture, deed of trust, mortgage or other instrument to which the Issuer is a party or by which the Issuer or any of its property is bound;

(j) Except as disclosed in the Offering Memorandum, there is no action, suit proceeding, inquiry, litigation or governmental proceeding or investigation pending, or to the knowledge of the Issuer threatened, against or affecting the Issuer or its property, and to the best knowledge of the undersigned there is no basis therefor:

(i) which might reasonably be expected to result in a material adverse change in the condition (financial or otherwise), operations or business prospects of the Issuer or in any way affect adversely the ability of the Issuer to perform its obligations under the Transaction Documents;

(ii) contesting the validity or enforceability of the Transaction Documents; or

(iii) contesting the existence or powers of the Issuer.

At the time of each delivery of Notes to the CP Dealer, the Issuer shall be deemed to make a representation and warranty, as of the date thereof, that (i) the CP Notes issued on such date have been duly authorized, validly issued and delivered and, upon payment therefor, will constitute legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms, and the terms of the Authorizing Document and the Paying Agent Agreement, in accordance with general principles of equity and bankruptcy, insolvency, reorganization, moratorium or other similar laws heretofore or hereafter in effect affecting creditors' rights; and (ii) the representations and warranties of the Issuer set forth in this Section 11 are true and correct as if made as of such date.

Section 12. Conditions and Delivery Obligations of the Issuer.

(a) The CP Dealer has entered into this Dealer Agreement in reliance upon the representations and warranties of the Issuer contained herein, and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof, and during any period of marketing the Notes (the "Relevant Times"). Accordingly, any CP Dealer's placement or purchase of the Notes under this Dealer Agreement shall be subject to the performance by the Issuer of its obligations hereunder and under such documents and instruments at the Relevant Times and shall also be subject to the following conditions:

(i) The representations and warranties of the Issuer contained herein shall be true, complete, and correct in all material respects;

(ii) The Transaction Documents shall be in full force and effect, and shall not have been amended or supplemented; and

(iii) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations secured by Pledged Revenues.

(b) The Issuer agrees that on or before May 15, 2025 (the "Effective Date"), the

Issuer shall deliver or cause to be delivered each of the following documents to the CP Dealer:

(i) A certified copy of the Authorizing Document and fully executed copies of the other Transaction Documents;

(ii) The closing opinion of Co-Bond Counsel in form and substance reasonably satisfactory to the CP Dealer;

(iii) The closing opinion of the City of Dallas, Texas in form and substance reasonably satisfactory to the CP Dealer;

(iv) The approving opinion of the Attorney General of Texas;

(v) The opinion of Co-Bond Counsel addressed to the Issuer and the CP Dealer, in form and substance reasonably satisfactory to the CP Dealer, to the effect that (i) the Notes are exempted securities as described in Section 3(a)(2) of the Securities Act of the 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended, to the extent provided in such Acts, and it is not necessary in connection with the sale of the Notes to the public to register the Notes under the Securities Act of 1933, as amended, or the qualify the Authorizing Document under the Trust Indenture Act of 1939, as amended; and (ii) based upon their participation in the preparation of the Offering Memorandum, Co-Bond Counsel has no reason to believe that the Offering Memorandum, as of its date (except for the financial statements and other financial, engineering and statistical data contained therein, as to which no view need be expressed) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vi) A certificate of the Issuer, dated the date of the Closing, signed by a duly authorized representative of the Issuer, in form and substance acceptable to the CP Dealer certifying as to the accuracy of and compliance with the representations, warranties, covenants and agreements of the Issuer contained herein and contained in the other Transaction Documents;

(vii) An opinion of counsel to the Facility Issuing Party under the Facility Agreement, satisfactory in form and substance to the CP Dealer, dated the date of Closing and addressed to the CP Dealer and the Issuer;

(viii) The initial written designation of the Authorized Representatives is appended hereto as Appendix A, certifying as to the incumbency of those Authorized Representatives authorized to sign Notes on the Issuer's behalf and containing the true signatures of each of such persons (it being agreed that the CP Dealer may rely upon such authorization until otherwise notified in writing by the Issuer); and

(ix) Such additional legal opinions, certificates, instruments and other documents as Co-Bond Counsel or the CP Dealer may reasonably request to evidence the truth, accuracy and completeness of the Issuer's representations and warranties contained herein and of the statements and information provided to the

CP Dealer and the due performance and satisfaction by the Issuer at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

Section 13. Term of Agreement. This Agreement shall continue in full force and effect until the cessation of the Notes program, subject to the right of suspension and termination as provided herein. Notwithstanding any provision of the Transaction Documents or this Agreement to the contrary, the obligations of the Issuer hereunder to pay fees to the CP Dealer shall survive any termination or expiration of this Agreement.

Section 14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 15. Dealing in Notes by the CP Dealer; No Obligation to Purchase Notes. (a) The CP Dealer, in its individual capacity, may in good faith buy, sell, own, hold and deal in any of the Notes, including, without limitation, any Notes offered and sold by the CP Dealer pursuant to this Agreement, and may join in any action which any Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The CP Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer and may act as depository, Account Party, or agent for any committee or body of owners of the Notes or other obligations of the Issuer as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall be deemed to characterize the CP Dealer as an underwriter of the Notes or to obligate the Dealer to purchase any Notes for its own account at any time.

(c) While the CP Dealer has and shall have no obligation to purchase the Notes from the Issuer or to arrange any sale of the Notes for the account of the Issuer, the parties hereto agree that in any case where the CP Dealer purchases Notes from the Issuer, or arranges for the sale of Notes by the Issuer, such Notes will be purchased or sold by the CP Dealer in reliance on the representations, warranties, covenants and agreements of the Issuer contained herein and in the Transaction Documents or made pursuant hereto and on the terms and conditions and in the manner provided herein and in the Transaction Documents.

Section 16. Amendment and Restatement. This Agreement shall become effective on the Effective Date and shall supersede all provisions of the Prior Agreement. From and after the Effective Date, all references made to the Prior Agreement in any Related Document (as defined in the Facility Agreement) or in any other instrument or document shall, without more, be deemed to refer to this Agreement.

Section 17. Notices. (a) Except as otherwise specifically provided in this Agreement, all notices, demands and formal actions under this Agreement shall be in writing and either (i) hand-delivered, (ii) sent by electronic means, or (iii) mailed by registered or certified mail, return receipt requested, postage prepaid, to:

The CP Dealer:

BofA Securities, Inc.
Bank of America Tower
One Bryant Park

3rd Floor
New York, New York 10036
Attention: Brendan Troy / Miguel Ruiz / Thomas Loffredo
Telephone: 212-449-5544
Telecopy: 212-553-2042
E-mail: dg.temm@bofa.com

The Issuer:

City of Dallas, Texas
1500 Marilla
Dallas, Texas 75201
Attention: Jack Ireland
Telephone: (214) 670-7804
E-mail: jack.ireland@dallas.gov

The Issuing and Paying Agent:

U.S. Bank Trust Company, National Association
100 Wall Street, Suite 600
Attention: Corporate Trust Administration
New York, New York 10005
Telephone: (212) 361 4383
E-mail: denia.larios@usbank.com

Each party hereto may, by notice given under this Agreement to the other parties described above, designate other addresses to which subsequent notices, requests, reports or other communications shall be directed.

Section 18. State Law Representations and Covenants of the CP Dealer.

(a) The CP Dealer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the CP Dealer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(i) The CP Dealer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the CP Dealer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(ii) The CP Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(iii) The CP Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(iv) The CP Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

(b) The CP Dealer represents and verifies that it is aware of the Texas Office of the Attorney General’s (the “Texas Attorney General”) All Bond Counsel Letter, dated November 1, 2023, that is available on the website of the Texas Attorney General using the following link:

<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-01-2023.pdf>

and the Texas Attorney General’s supplemental All Bond Counsel Letter, dated November 16, 2023, that is available on the website of the Texas Attorney General using the following link:

<https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABCLetter-11-06-2023.pdf>

The CP Dealer represents and verifies that the CP Dealer has (i) on file a standing letter (“Standing Letter”) acceptable to the Texas Attorney General addressing the representations and verifications in Section 8.21(a) through (d) hereof, and (ii) will, upon request of the Issuer or Co-Bond Counsel on behalf of the Issuer, provide the Issuer and Co-Bond Counsel with a copy of its Standing Letter. The CP Dealer further represents and verifies that its Standing Letter remains in effect as of the Effective Date and that the Texas Attorney General has not notified the CP Dealer that a determination has been made that the CP Dealer boycotts energy companies or has a policy that discriminates against firearm entities or firearm trade associations under the laws of the State.

Section 19. Miscellaneous.

(a) This Agreement shall inure to the benefit of and be binding only upon the parties hereto and their respective successors and assigns. The terms “successors” and “assigns” shall not include any purchaser of any of the Notes merely because of such purchase. Neither the Facility Issuing Party nor any owner of the Notes or other third party shall have any rights or privileges hereunder.

(b) All of the representations and warranties of the Issuer and the CP Dealer in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the CP Dealer or the Issuer, (ii) the offering and sale of and any payment for any Notes hereunder, or (iii) suspension, termination or cancellation of this Agreement.

(c) This Agreement and each provision hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the parties hereto.

(d) All references to time in this Agreement shall refer to local time in New York City, New York.

(e) Nothing herein shall be construed to make any party an employee of the other or to establish any fiduciary relationship between the parties except as expressly provided herein.

(f) If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(g) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

(h) The CP Dealer represents and warrants that it is exempt from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to subsection (c)(4) thereof, and, accordingly, the CP Dealer is not required to file a Certificate of Interested Parties Form 1295 otherwise prescribed thereunder.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF DALLAS, TEXAS

By: _____
Name: Kimberly Bizer Tolbert
Title: City Manager

BofA SECURITIES, INC.,
as CP Dealer

By: _____
Name: _____
Title: _____

APPENDIX A

INCUMBENCY CERTIFICATE OF AUTHORIZED REPRESENTATIVE

I am the City Secretary of the City of Dallas, Texas (the “Issuer”) duly authorized to certify as to the Authorized Representatives of the Issuer in connection with the issuance, from time to time, by the Issuer of tax-exempt commercial paper (the “Notes”) in accordance with the Authorizing Document. I hereby certify that the following persons are authorized to act on behalf of the Issuer in accordance with the Authorizing Document (as defined in the CP Dealer Agreement) and specimen signatures of such persons are set forth beside their names.

Authorized Persons

Specimen Signature

Jack Ireland

Sheri Kowalski

Filicia Hernandez

Executed this _____.

Name: Bilierae Johnson
Title: City Secretary



Agenda Information Sheet

File #: 25-765A

Item #: 6.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): Citywide
DEPARTMENT: Dallas Water Utilities Department
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize a professional services contract with Brown and Caldwell to provide engineering services associated with a chemical optimization and corrosion control study of the City of Dallas water treatment and distribution system - Not to exceed \$3,042,487.00 - Financing: Water Construction Fund

BACKGROUND

Dallas Water Utilities Department (DWU) provides water, wastewater, and storm water services to approximately 2.6 million people in the City of Dallas and 27 neighboring communities. DWU has water rights to seven reservoirs and operates large raw water conveyance infrastructure and three potable water treatment plants: Bachman, Elm Fork, and East Side. The combined treatment capacity of the facilities is 900 million gallons per day (MGD).

A Water Production Facilities Strategic Plan was completed in 2024 and recommended that DWU study how to optimize chemical usage at each of the three water treatment plants and corrosion control treatment in the water distribution system. The purpose of the chemical optimization and corrosion control study is to evaluate current and potential treatment chemicals for improved water quality and reduction in cost for treatment and necessary flushing, while ensuring no negative impacts on distribution system water quality. This project will also provide recommendations for optimum chemical doses and chemical mixing and pumping to be effective throughout the entire flow range.

This action will authorize a professional services contract with Brown and Caldwell to identify the optimal chemical usage for each treatment process including dosage recommendations for the purpose of meeting DWU water quality goals while minimizing the overall life cycle costs of chemicals used for treatment and corrosion control. The evaluation will include but is not limited to chemical costs, chemical application/sequencing/mixing, chemical equipment, residuals management and the impacts to corrosion control in the DWU water distribution system. Brown and Caldwell will also recommend a cost-effective corrosion control strategy for the DWU distribution system to meet recent regulations without negative impacts on water quality.

The consulting firm for this project was selected following a qualifications-based selection process in accordance with City of Dallas Administrative Directive 4-05 procurement guidelines.

ESTIMATED SCHEDULE OF PROJECT

Begin Study April 2025
Complete Study August 2027

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Water Construction Fund	\$3,042,487.00	\$0.00	\$0.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

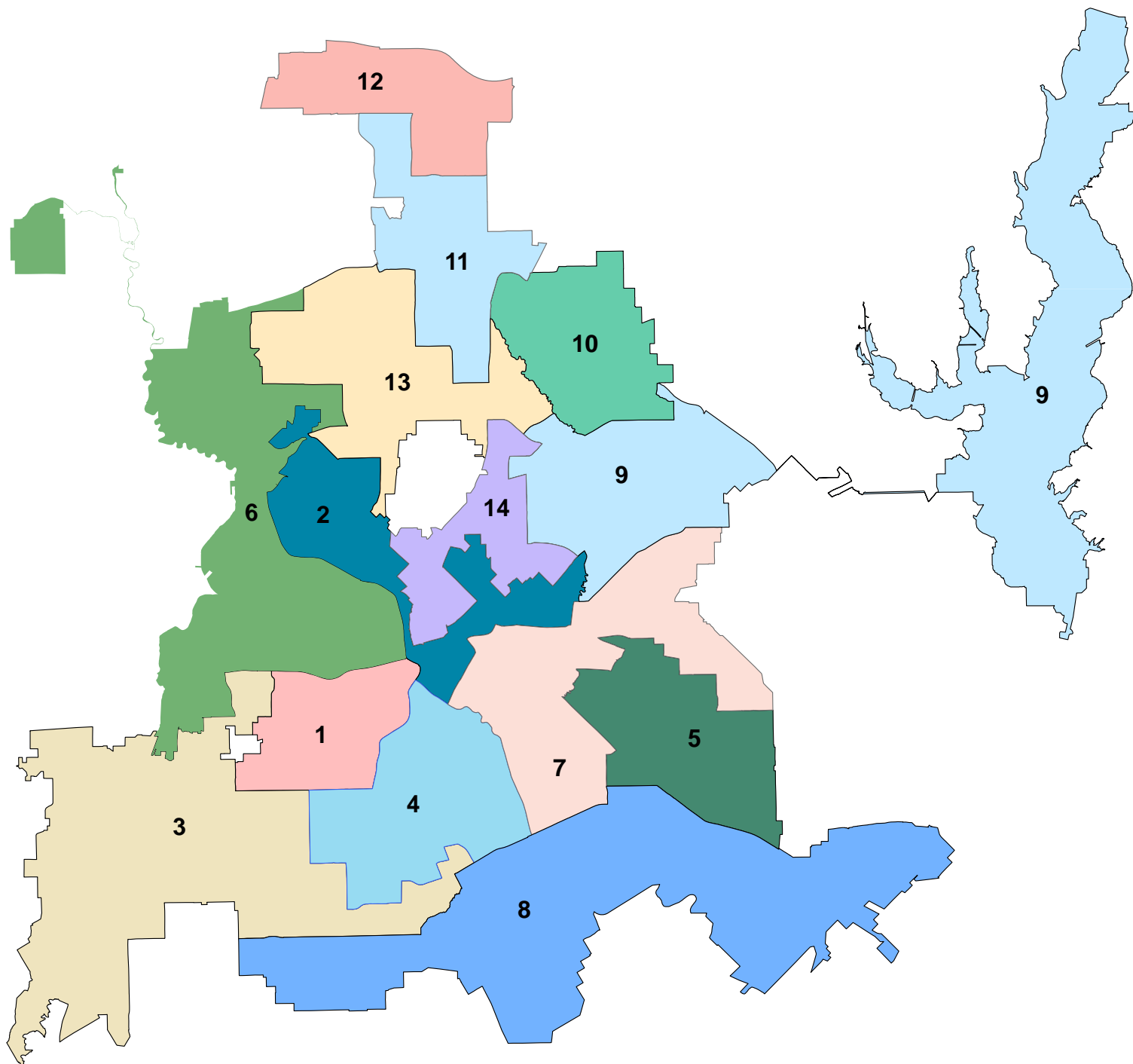
Contract Amount	Procurement Category	M/WBE Goal
\$3,042,487.00	Architecture & Engineering	34.00%
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
34.37%	34.37%	\$1,045,840.00
• This contract exceeds the M/WBE goal.		
• Brown and Caldwell - Local; Workforce - 20.00% Local		

OWNER/EXECUTIVE**Brown and Caldwell**

Richard M. D'Amato, Chief Executive Officer/President/Chairman of the Board

MAP

Attached



April 9, 2025

WHEREAS, Dallas Water Utilities Department (DWU) provides treated water services to approximately 2.6 million people in the City of Dallas and neighboring communities through its water treatment and distribution system; and

WHEREAS, a Water Production Facilities Strategic Plan was completed in 2024 that recommended DWU study how to optimize chemical usage at each of its three water treatment plants and corrosion control treatment in the water distribution system; and

WHEREAS, engineering services are required to complete the recommended chemical optimization and corrosion control study; and

WHEREAS, Brown and Caldwell, 8144 Walnut Hill Lane, Suite 1075, Dallas, Texas 75231, has submitted an acceptable proposal to provide these engineering services.

Now, Therefore,

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

SECTION 1. That the proposal submitted by Brown and Caldwell, Contract No. 24-083E, in the amount of \$3,042,487.00 be approved and the consultant be authorized to perform the required engineering services.

SECTION 2. That the City Manager is hereby authorized to execute a professional services contract with Brown and Caldwell, approved as to form by the City Attorney, to provide engineering services associated with a chemical optimization and corrosion control study of the City of Dallas water treatment and distribution system, in an amount not to exceed \$3,042,487.00.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$3,042,487.00 to Brown and Caldwell, in accordance with the terms and conditions of the contract, as follows:

Water Construction Fund	
Fund 0102, Department DWU, Unit CW01	
Object 4111, Program 724083 Vendor VS0000009752	
Encumbrance/Contract No. DWU-2024-00024267	\$2,400,000.00
Water Construction Fund	
Fund 0102, Department DWU, Unit CW31	
Object 4111, Program 724083 Vendor VS0000009752	
Encumbrance/Contract No. DWU-2024-00024267	<u>\$ 642,487.00</u>
Total amount	\$ 3,042,487.00

April 9, 2025

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



Agenda Information Sheet

File #: 25-563A

Item #: 7.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 2
DEPARTMENT: Dallas Water Utilities Department
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize an increase in the construction services contract with John Burns Construction Company of Texas, LLC for additional work associated with the installation of water and wastewater main improvements at five locations (list attached to the Agenda Information Sheet) - Not to exceed \$1,332,208.00 from \$11,486,301.00 to \$12,818,509.00 - Financing: Wastewater Capital Improvement G Fund

BACKGROUND

The City of Dallas currently owns property adjacent to the Kay Bailey Hutchison Convention Center (Convention Center) known as Parking Lot "E". The Convention Center is planned to undergo an expansion and anticipates additional development within Parking Lot "E". [The](#) Dallas Water Utilities Department has an existing 51-inch diameter wastewater interceptor built in 1914 that crosses through Parking Lot "E" which will significantly hinder future development of the area. The interceptor will be rerouted along Reunion Boulevard and down Sports Street to connect into the existing 90-inch horseshoe interceptor. In addition to the rerouting of the 51-inch diameter interceptor, it is necessary to construct a new 12-inch wastewater main to serve the Convention Center along Hotel Street and replace a 48-inch and 54-inch diameter wastewater interceptor along the southern edge of Lot "E".

On October 26, 2022, [the](#) City Council authorized a construction services contract with John Burns Construction Company of Texas, LLC for the installation of water and wastewater main improvements to facilitate future improvements to the Kay Bailey Hutchison Convention Center and also allow the expansion of [Interstate Highway \(IH\)](#)-30 from IH-35 to IH-45 by the Texas Department of Transportation (~~TxDOT~~).

The original design assumed that the wastewater flow in the existing horseshoe interceptor could be diverted during construction with by-pass pumping, utilizing manhole structures. However, during construction the contractor was unable to provide by-pass pumping due to a narrow easement with inadequate space for the bypass pumping setup. An engineered solution was prepared to resolve the problem, requiring the contractor to install two new junction structures with specialized structural

designs and make in service connections to the existing wastewater interceptor avoiding bypass pumping. In addition, while installing a 12-inch diameter wastewater main in Hotel Street, the contractor encountered unexpected structurally poor soils that required substantially more backfill material and paving restoration than originally anticipated.

This action will authorize Change Order No. 1 [in the construction services contract with John Burns Construction Company of Texas, LLC](#) for the construction of two cast-in-place junction boxes to connect a new 48-inch diameter wastewater main to the existing horseshoe interceptor and for additional pavement and backfill material quantities at Hotel Street.

ESTIMATED SCHEDULE OF PROJECT

Began Construction	May 2023
Complete Construction	October 2025

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

October 26, 2022, the City Council authorized a construction services contract with John Burns Construction Company of Texas, LLC for the installation of water and wastewater main improvements at five locations by Resolution No. 22-1622.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Wastewater Capital Improvement G Fund	\$1,332,208.00	\$0.00	\$0.00

Original Contract	\$11,486,301.00
Change Order No. 1 (this action)	<u>\$ 1,332,208.00</u>

Total Project Cost	\$12,818,509.00
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M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Procurement Category	M/WBE Goal
\$1,332,208.00	Construction	32.00%
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
71.32%	90.53%	\$429,760.00
• This contract exceeds the M/WBE goal.		
• John Burns Construction Company of Texas, LLC - Non-local; Workforce - 50.37% Local		

OWNER/EXECUTIVE

John Burns Construction Company of Texas, LLC

David Jones, Vice President

MAPS

Attached

Segment List
Water and Wastewater Main Installations at 5 Locations
Contract No. 22-139/140
Change Order No. 1

District 2

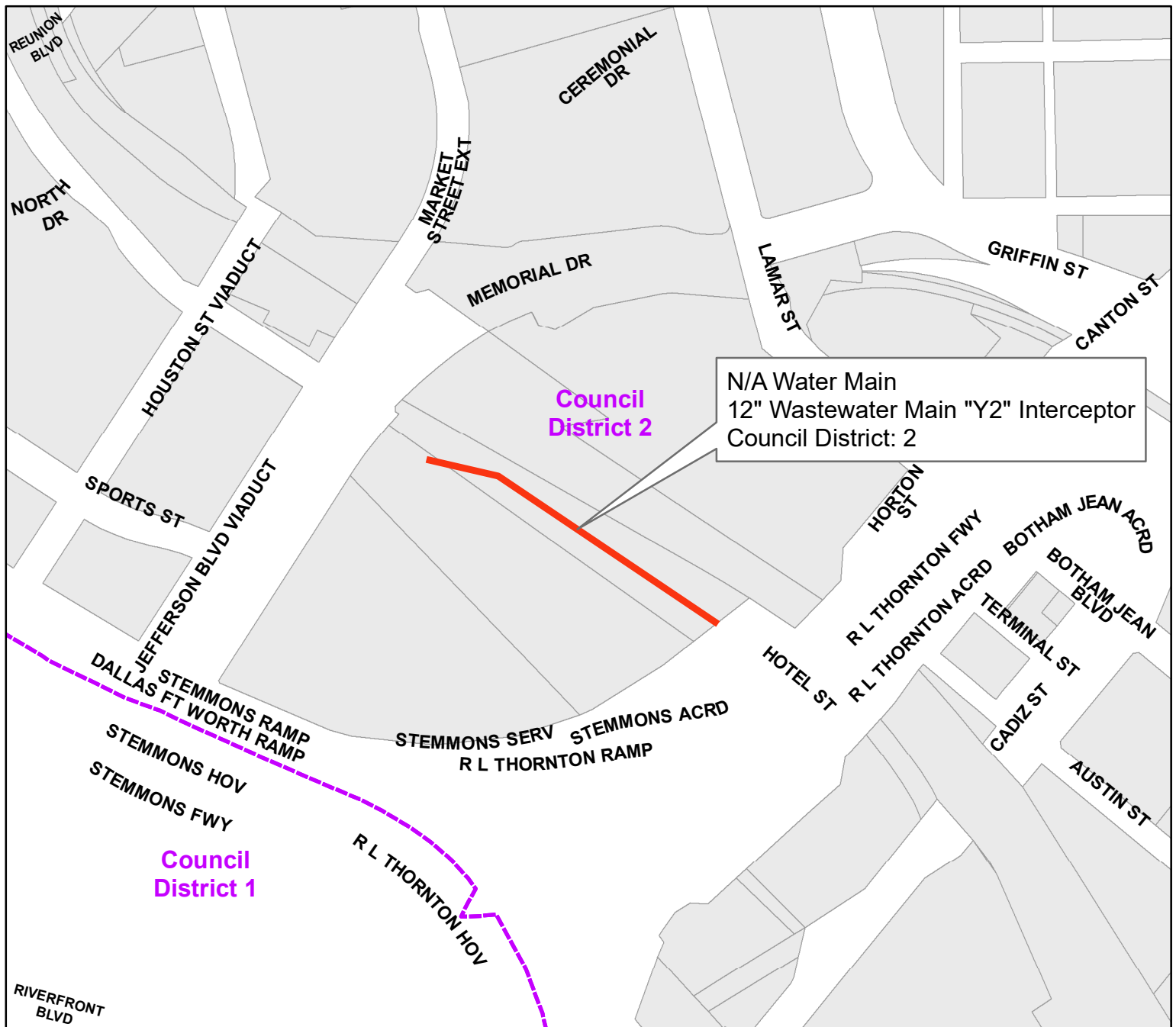
Hotel Street from Stemmons Service Road northwest

Reunion Boulevard from Hotel Street to Sports Street

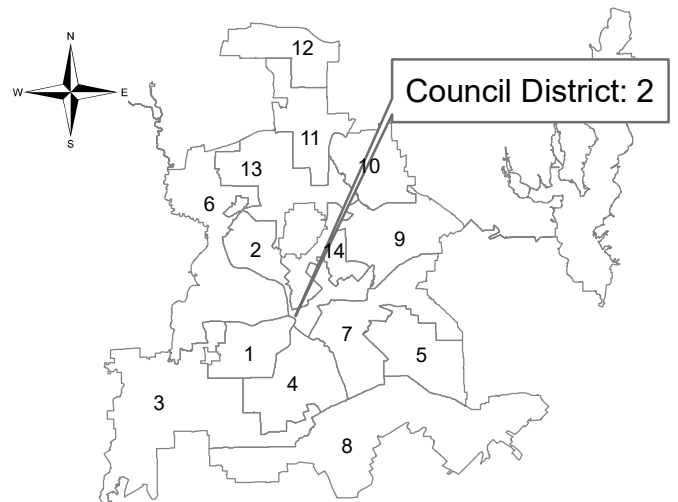
Reunion Boulevard from Hyatt Regency Hotel Drive to Sports Street

Sports Street from Reunion Boulevard south

Stemmons Service Road from Hotel Street southwest



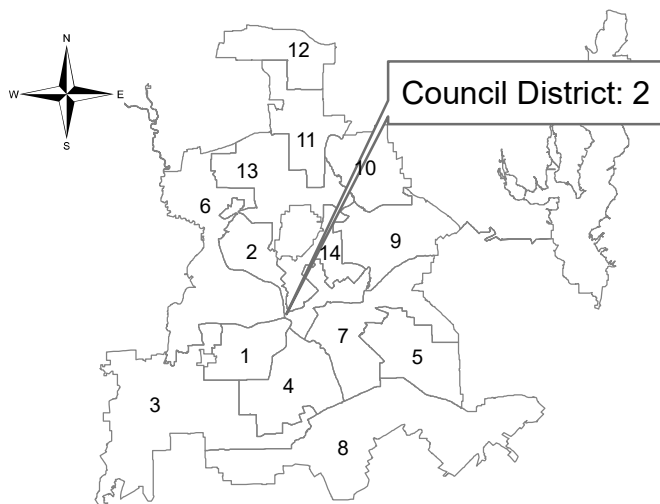
Hotel Street
from Stemmons Service Road northwest



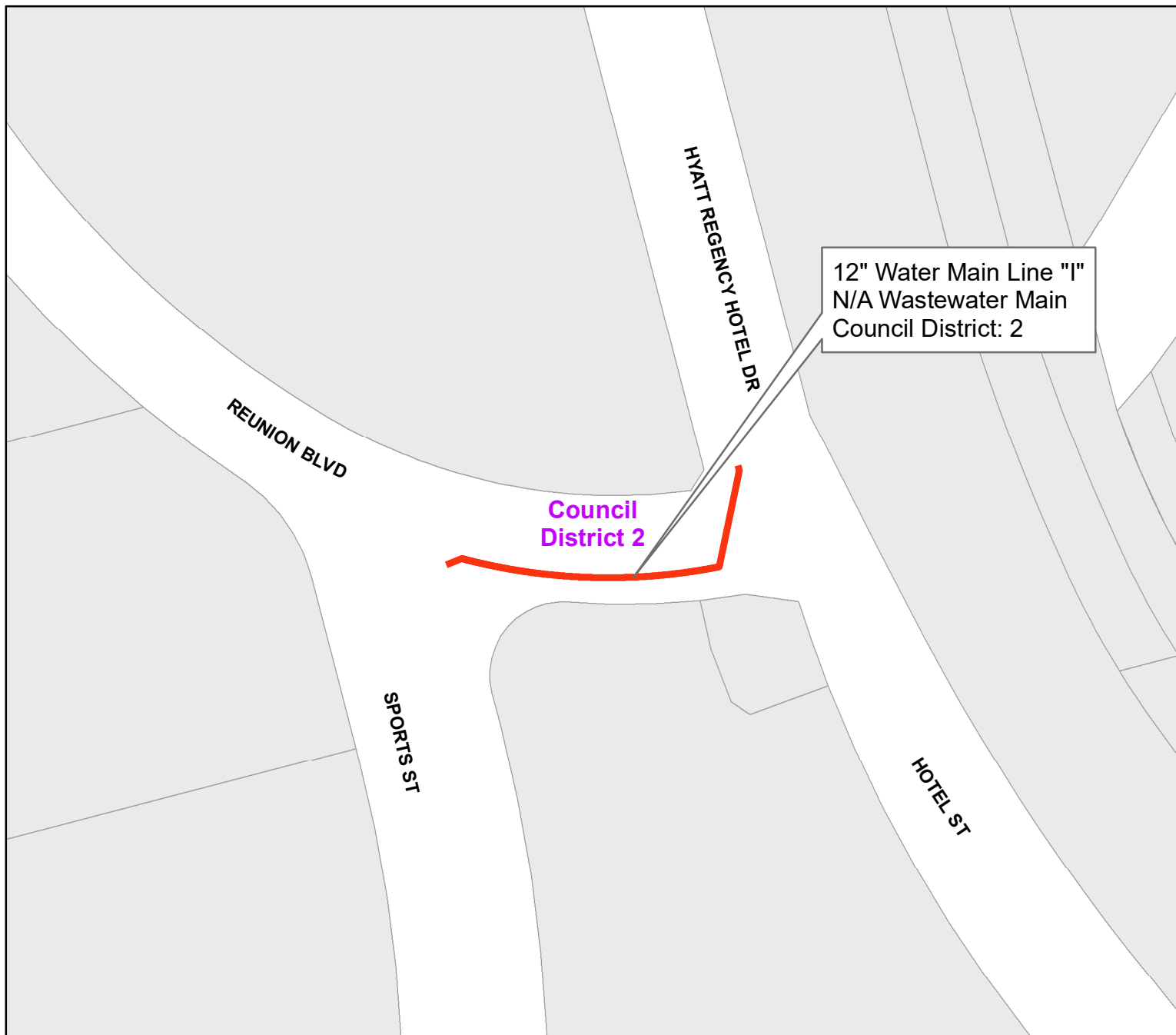
Dallas Water Utilities
Contract No. 22-139/140 Change Order No. 1
Water and Wastewater Main Installations
at 5 Locations



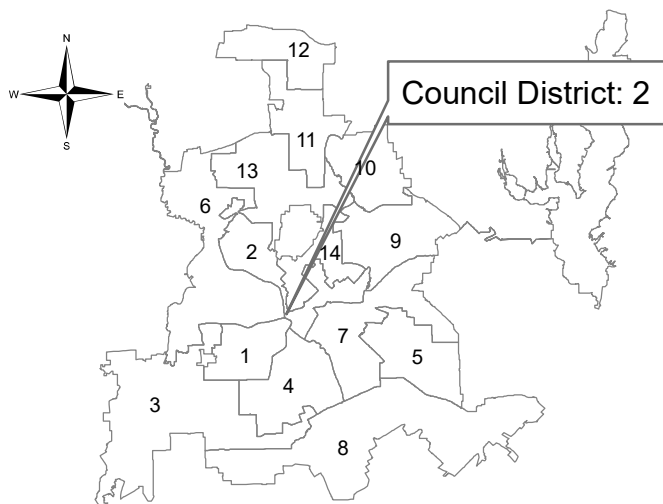
Reunion Boulevard
from Hotel Street to Sports Street



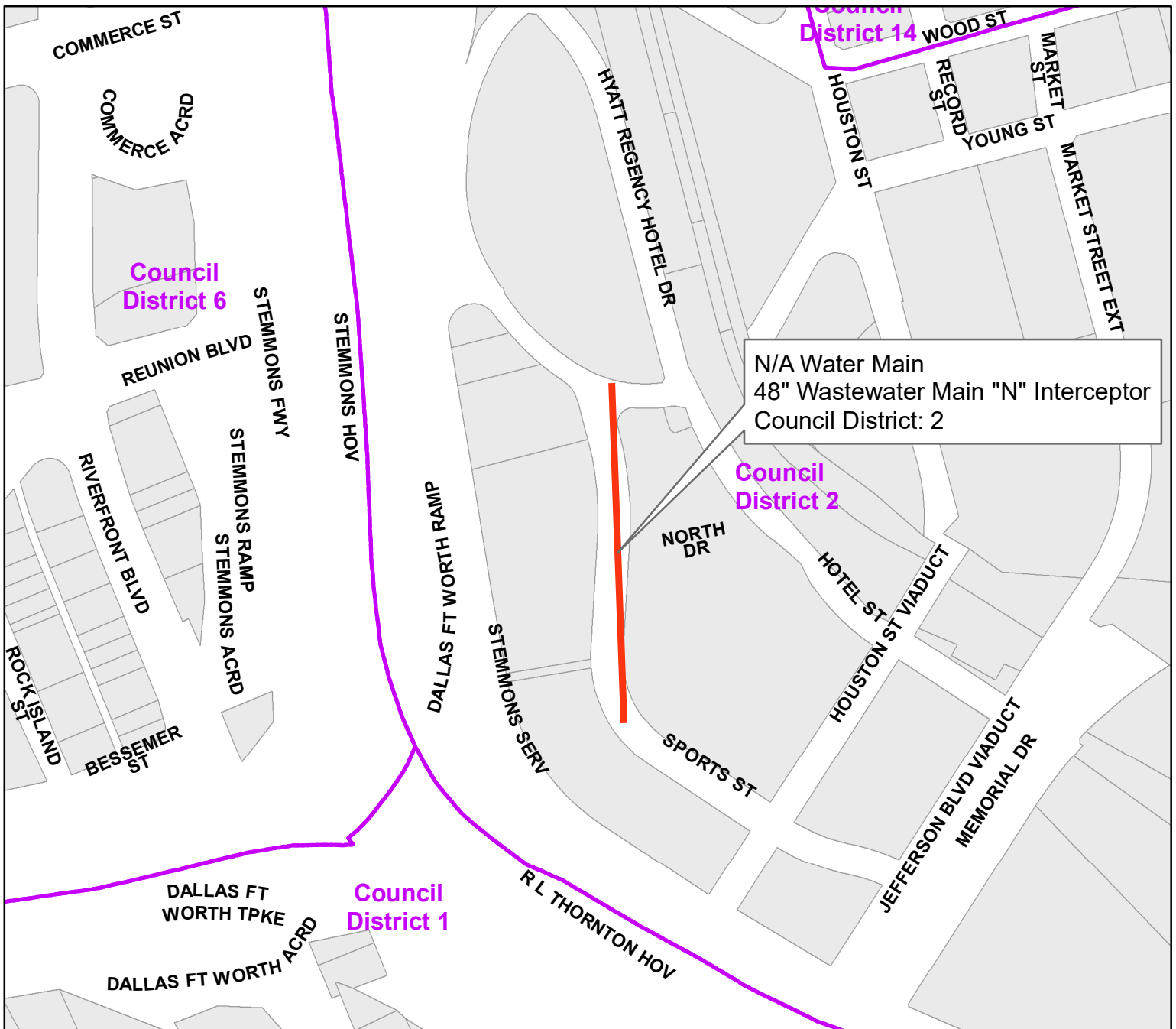
Dallas Water Utilities
Contract No. 22-139/140 Change Order No. 1
Water and Wastewater Main Installations
at 5 Locations



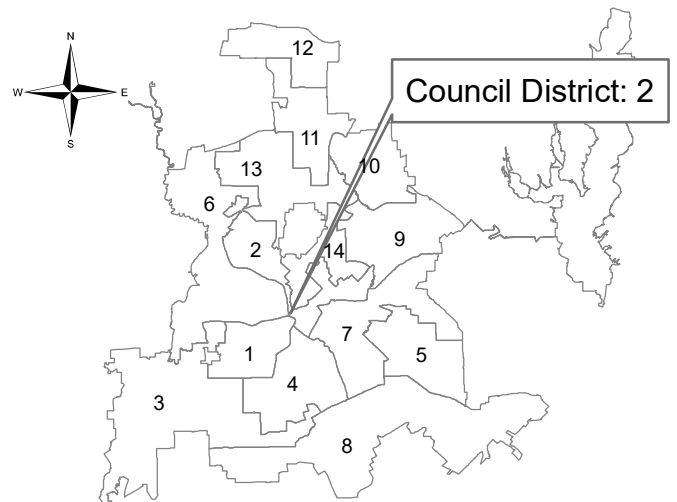
Reunion Boulevard
from Hyatt Regency Hotel Drive to Sports Street



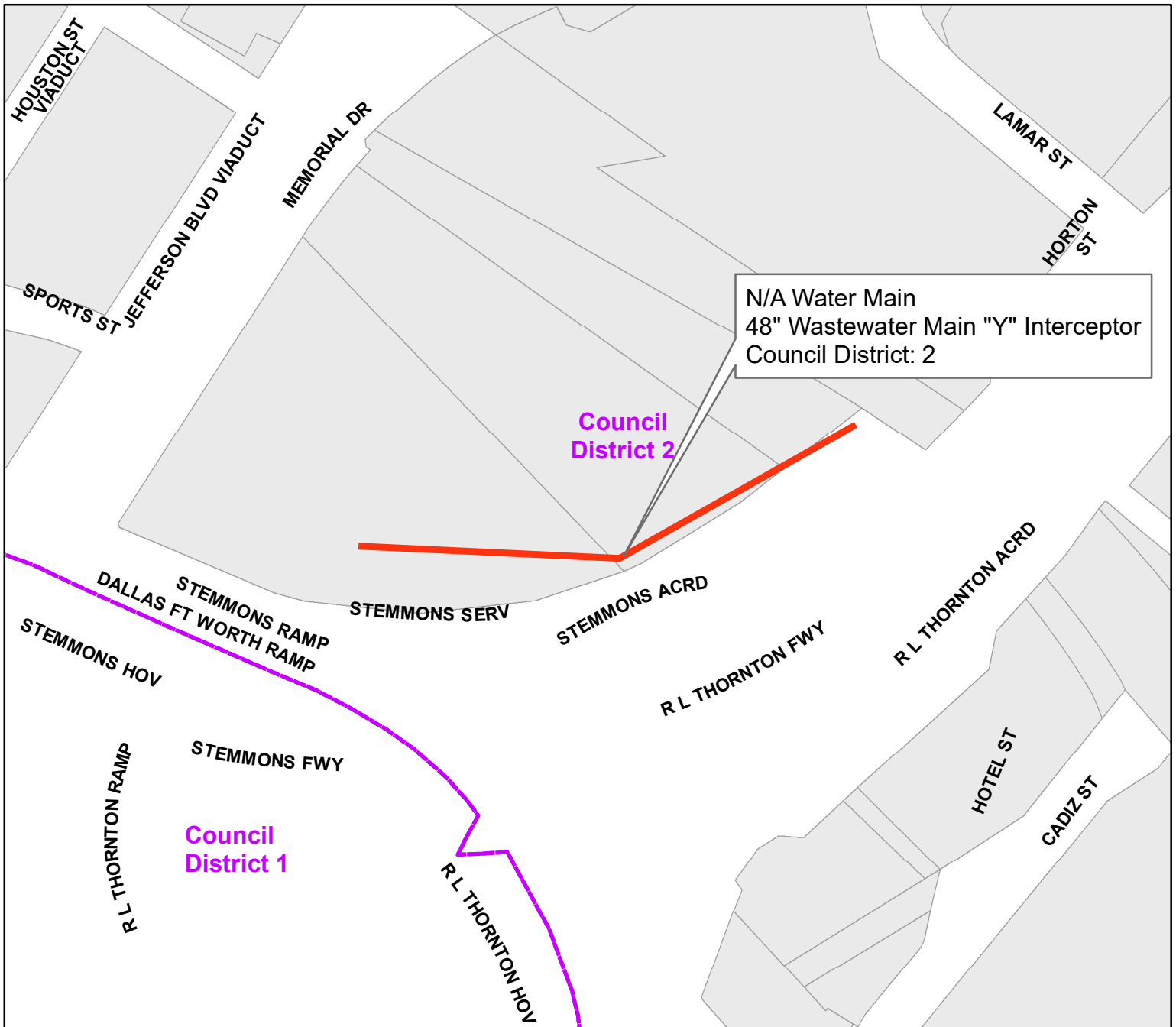
**Dallas Water Utilities
Contract No. 22-139/140 Change Order No. 1
Water and Wastewater Main Installations
at 5 Locations**



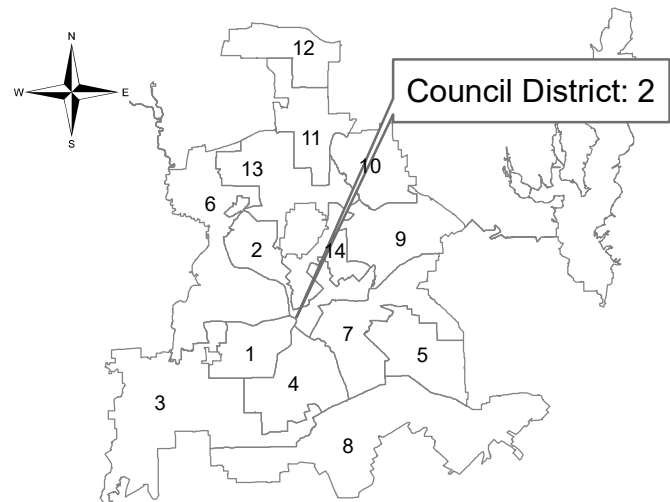
Sports Street
from Reunion Boulevard south



Dallas Water Utilities
Contract No. 22-139/140 Change Order No. 1
Water and Wastewater Main Installations
at 5 Locations



Stemmons Service Road
from Hotel Street southwest



Dallas Water Utilities
Contract No. 22-139/140 Change Order No. 1
Water and Wastewater Main Installations
at 5 Locations

April 9, 2025

WHEREAS, on October 26, 2022, the City Council authorized a construction services contract with John Burns Construction Company of Texas, LLC for the installation of water and wastewater main improvements at five locations, in an amount not to exceed \$11,486,301.00, by Resolution No. 22-1622; and

WHEREAS, additional work is required for the construction of two cast-in-place junction boxes to connect a new 48-inch diameter wastewater main to the existing horseshoe interceptor and for additional pavement and backfill material quantities at Hotel Street; and

WHEREAS, John Burns Construction Company of Texas, LLC, 655 East Main Street, Lewisville, Texas 75046, has submitted an acceptable proposal for this additional work; and

WHEREAS, Dallas Water Utilities Department recommends that Contract No. 22-139/140 be increased by \$1,332,208.00, from \$11,486,301.00 to \$12,818,509.00.

Now, Therefore,

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

SECTION 1. That an increase in the construction services contract with John Burns Construction Company of Texas, LLC (Change Order No. 1) is authorized for additional work associated with the installation of water and wastewater main improvements at five locations in an amount not to exceed \$1,332,208.00, increasing the contract amount from \$11,486,301.00 to \$12,818,509.00.

SECTION 2. That the proposed Change Order No. 1 with John Burns Construction Company of Texas, LLC, be accepted, and that Contract No. 22-139/140 be revised accordingly.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,332,208.00 to John Burns Construction Company of Texas, LLC from the Wastewater Capital Improvement G Fund, Fund 5116, Department DWU, Unit PS40, Object 4560, Program 722140, Encumbrance/Contract No. CX-DWU-2022-00019816, Vendor 199054.

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



Agenda Information Sheet

File #: 25-642A

Item #: 8.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 5
DEPARTMENT: Dallas Water Utilities Department
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with Garver, LLC to provide additional engineering services for improvements to the Lake June Pump Station and Reservoir - Not to exceed \$4,806,075.38, from \$3,399,822.00 to \$8,205,897.38 - Financing: Water 2022C Water TWDB L1001533 Fund (\$4,500,000.00) and Water Capital Improvement F Fund (\$306,075.38)

BACKGROUND

The June 2019 Condition Assessment of Pump Stations, Ground Storage Reservoirs, and Elevated Tanks recommended replacement of Lake June Pump Station (PS), ground storage reservoir, and associated transmission piping. The report ranked Lake June PS as the most critical pump station of the Dallas Water Utilities' (DWU) 14 potable water pump stations. Lake June PS has a firm capacity of 360 million gallons per day (MGD), was constructed in 1960, and is located at 1031 Algonquin Drive, Dallas Texas 75217. It delivers potable water to three separate pressure planes in South Dallas and is the only source for the Cedardale Pressure Plane. The report noted much of the infrastructure is well beyond its useful life with significant structural defects.

On June 28, 2023, the City Council authorized a professional services contract with Garver, LLC for the Lake June Pump Station and Reservoir Replacement project to provide preliminary engineering services for the new Lake June PS, new ground storage tanks, transmission piping improvements, electrical improvements, and miscellaneous system improvements. Engineering services were intended to be executed through an initial professional services agreement followed by supplemental agreements as needed to complete the final design and construction improvements. The scope of services for the initial agreement included preliminary engineering for the pump station and reservoir replacement.

Garver evaluated alternatives for the replacement of the Lake June PS and reservoir during the preliminary design and developed recommendations considering criticality, benefits, capital cost, and life cycle costs. The recommended approach involves separating the improvements into two construction packages. Construction Package A includes new ground storage tanks, transmission piping improvements, and demolition of the existing reservoir and ancillary facilities. Construction Package B will cover the remaining improvements including a new pump station, electrical improvements, tie-ins to the water distribution system, demolition of the existing pump station and ancillary facilities. The final design for Package A will be completed and advertised for construction in summer 2025. Package B will be advertised for construction after Package A is fully completed.

This action will authorize a supplemental agreement to complete the final design for Construction Package A and provide bidding and construction phase services. A future supplemental agreement will be necessary to provide final design services for Construction Package B, bidding and construction services for Construction Package B, and startup and commissioning services for both construction packages.

ESTIMATED SCHEDULE OF PROJECT

Begin Services May 2025
Complete Services May 2028

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 28, 2023, the City Council authorized a professional services contract with Garver, LLC., to provide engineering services for the Lake Pump Station and Reservoir Replacement Project, by Resolution No. 23-0924.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Water 2022C Water TWDB L1001533 Fund	\$4,500,000.00	\$0.00	\$0.00
Water Capital Improvement F Fund	\$ 306,075.38	\$0.00	\$0.00
Total	\$4,806,075.38		

Original Contract	\$3,399,822.00
Supplemental Agreement No. 1 (this action)	<u>\$4,806,075.38</u>
Project Total	\$8,205,897.38

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

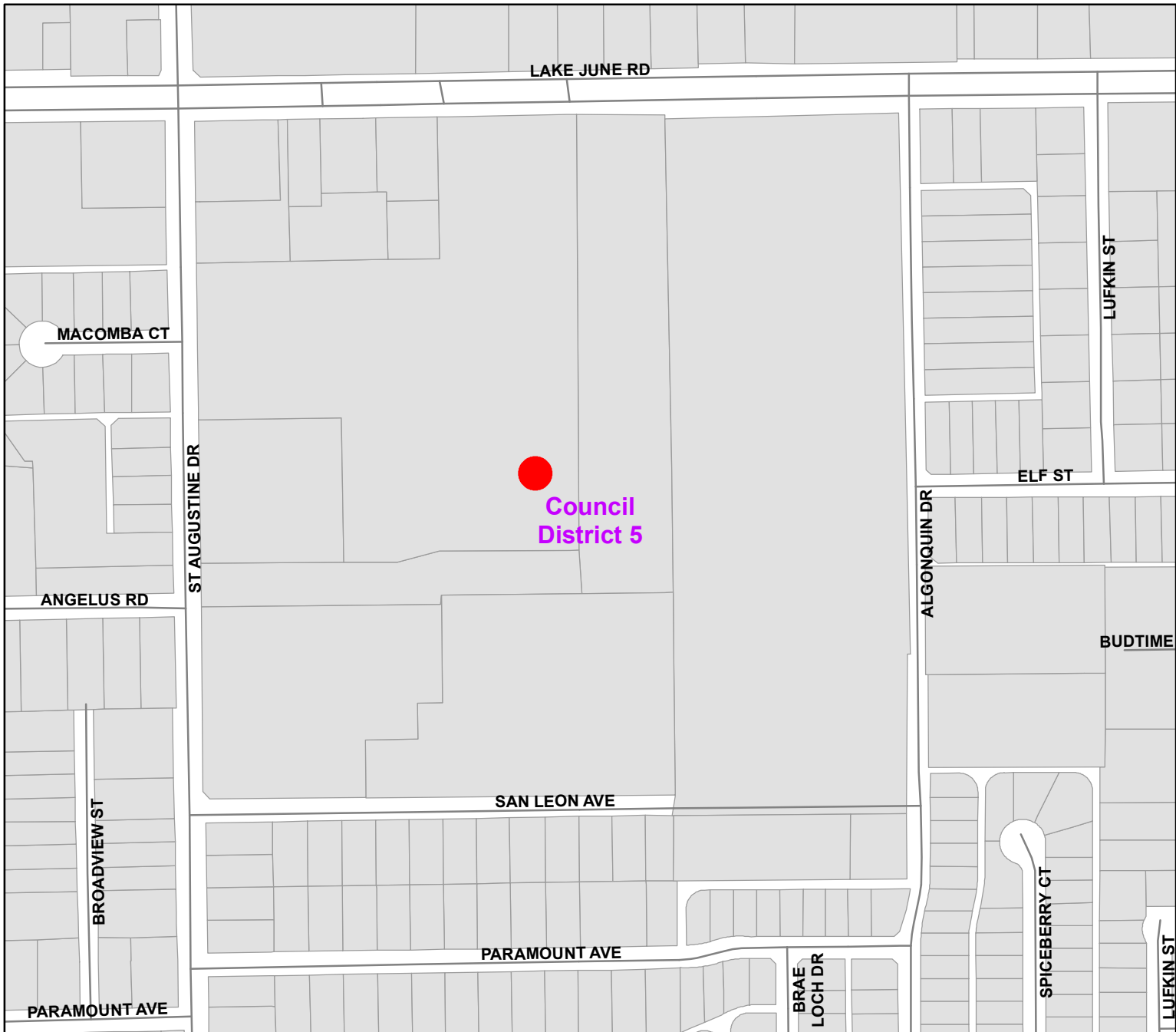
Contract Amount	Procurement Category	M/WBE Goal
\$4,806,075.38	Architecture & Engineering	34.00%
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
33.32%	33.32%	\$1,601,296.80
• This contract does not meet the M/WBE goal, but complies with good faith efforts.		
• Garver LLC - Local; Workforce - 58.82% Local		

OWNER/EXECUTIVE**Garver, LLC**

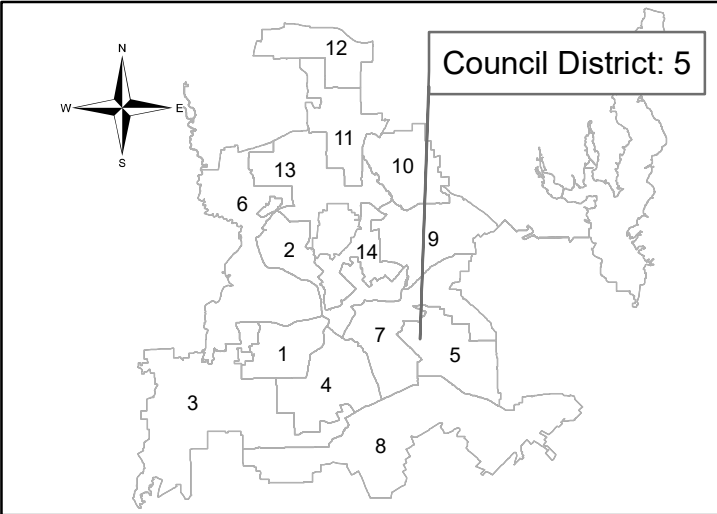
Brock Hoskins, Chief Executive Officer

MAP

Attached



Lake June Pump Station



April 9, 2025

WHEREAS, on June 28, 2023, City Council authorized a professional services contract with Garver, LLC, to provide engineering services for the Lake Pump Station and Reservoir Replacement Project, in an amount not to exceed \$3,399,822.00, by Resolution No. 23-0924; and

WHEREAS, additional services are required to complete the final design and provide bidding and construction phase services for the first construction package of the Lake June Pump Station and Reservoir replacement project; and

WHEREAS, Garver, LLC, 603 Munger Avenue, Suite 200, Dallas, Texas 75202, has submitted an acceptable proposal to provide these additional engineering services; and

WHEREAS, Dallas Water Utilities Department recommends that Contract No. 23-001E be increased by \$4,806,075.38, from \$3,399,822.00 to \$8,205,897.38.

Now, Therefore,

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

SECTION 1. That the proposed Supplemental Agreement No. 1 to the professional services contract be accepted and that Contract No. 23-001E with Garver, LLC be revised accordingly.

SECTION 2. That the City Manager is hereby authorized to execute Supplemental Agreement No. 1 to the professional services with Garver, LLC, approved as to form by the City Attorney, to provide additional engineering services for improvements to the Lake June Pump Station and Reservoir, in an amount not to exceed \$4,806,075.38, increasing the contract amount from \$3,399,822.00 to \$8,205,897.38.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$4,806,075.38 to Garver, LLC, in accordance with the terms and conditions of the contract, as follows:

2022C Water Revenue Bonds TWDB L1001533	
Fund 1201, Department DWU, Unit 8361	
Object 4111, Program 723001, Vendor VS0000016343	
Encumbrance/Contract No. DWU-2023-00022137	\$4,500,000.00

Water Capital Improvement F Funds	
Fund 4115, Department DWU, Unit PW20	
Object 4111, Program 723001, Vendor VS0000016343	
Encumbrance/Contract No. DWU-2023-00022137	<u>\$ 306,075.38</u>

Total amount	\$ 4,806,075.38
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April 9, 2025

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



Agenda Information Sheet

File #: 25-119A

Item #: 9.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 3, 4
DEPARTMENT: Dallas Water Utilities Department
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize Supplemental Agreement No. 1 to the professional services contract with Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch, a Westwood Company, to provide additional engineering services necessary for the development of construction plans, specifications and contract documents, and construction observation for the Cedar Creek Bridge replacement at Moore Street and to prepare additional survey documents for erosion control easements at Holliday Road and West Kiest Boulevard - Not to exceed \$454,105.00, from \$221,579.00 to \$675,684.00 -Financing: Storm Drainage Management Capital Construction Fund

BACKGROUND

On August 10, 2022, [the](#) City Council authorized a professional services contract with Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch, a Westwood Company, for the engineering evaluation and design of storm drainage and erosion control improvements at four locations. Initial engineering services for the Cedar Creek Bridge at Moore Street included a preliminary design report to determine potential drainage improvement alternatives. A preferred alternative was selected, and it is now necessary to complete the design, prepare construction plans, and provide construction phase services. The existing bridge at Moore Street over Cedar Creek has a level of service that is less than the 10-year storm event. The proposed improvements consist of replacing the bridge so that the deck is raised above the 100-year storm elevation and the construction of retaining walls to support the embankment.

Additional engineering services are also necessary at two locations for proposed erosion control improvements. Easement documents will be prepared for 2412 West Kiest Boulevard and 3445, 3449, 3605, and 3621 Holliday Road to allow for the construction of proposed erosion control improvements. The improvements will stabilize the existing stream banks and address severe erosion at these locations.

This action will authorize a ~~s~~Supplemental ~~a~~Agreement No. 1 to the professional services contract with Pacheco Kock Consulting Engineers, LLC dba Pacheco Koch, a Westwood Company to provide additional engineering services necessary for developing construction plans and specifications and performing construction administration services for the Cedar Creek Bridge replacement at Moore Street and the preparation of additional easement documents for erosion control improvements at 2412 West Kiest Boulevard and 3445, 3449, 3605, and 3621 Holliday Road. The services provided include project management, survey, easement document preparation, subsurface utility exploration, geotechnical investigations, structural analysis, hydrological/hydraulic analyses, and engineering design.

ESTIMATED SCHEDULE OF PROJECT

Begin Services April 2025
Complete Services December 2027

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 10, 2022, the City Council authorized a professional services contract with Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch a Westwood Company, to provide engineering services for storm drainage relief and erosion control improvements at four locations by Resolution No. 22-1128.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Storm Drainage Management Capital Construction Fund	\$454,105.00	\$0.00	\$0.00

Original Contract \$221,579.00
Supplemental Agreement No. 1 (this action) \$454,105.00

Project Total \$675,684.00

<u>Council District</u>	<u>Amount</u>
3	\$ 2,500.00
4	<u>\$451,605.00</u>
Total	\$454,105.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Procurement Category	DBE Goal
\$454,105.00	Architecture & Engineering	41.51%
DBE Subcontracting %	DBE Overall %	DBE Overall Participation \$
42.65%	42.65%	\$193,710.00
• This contract exceeds the DBE goal.		
• Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch, a Westwood Company - Local; Workforce - 38.89% Local		

OWNER/EXECUTIVE

Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch, a Westwood Company

Paul Greenhagen, President

MAPS

Attached

Segment List
2021 Erosion Control and Storm Drainage Improvements – Part 3
Contract No. 21-287E

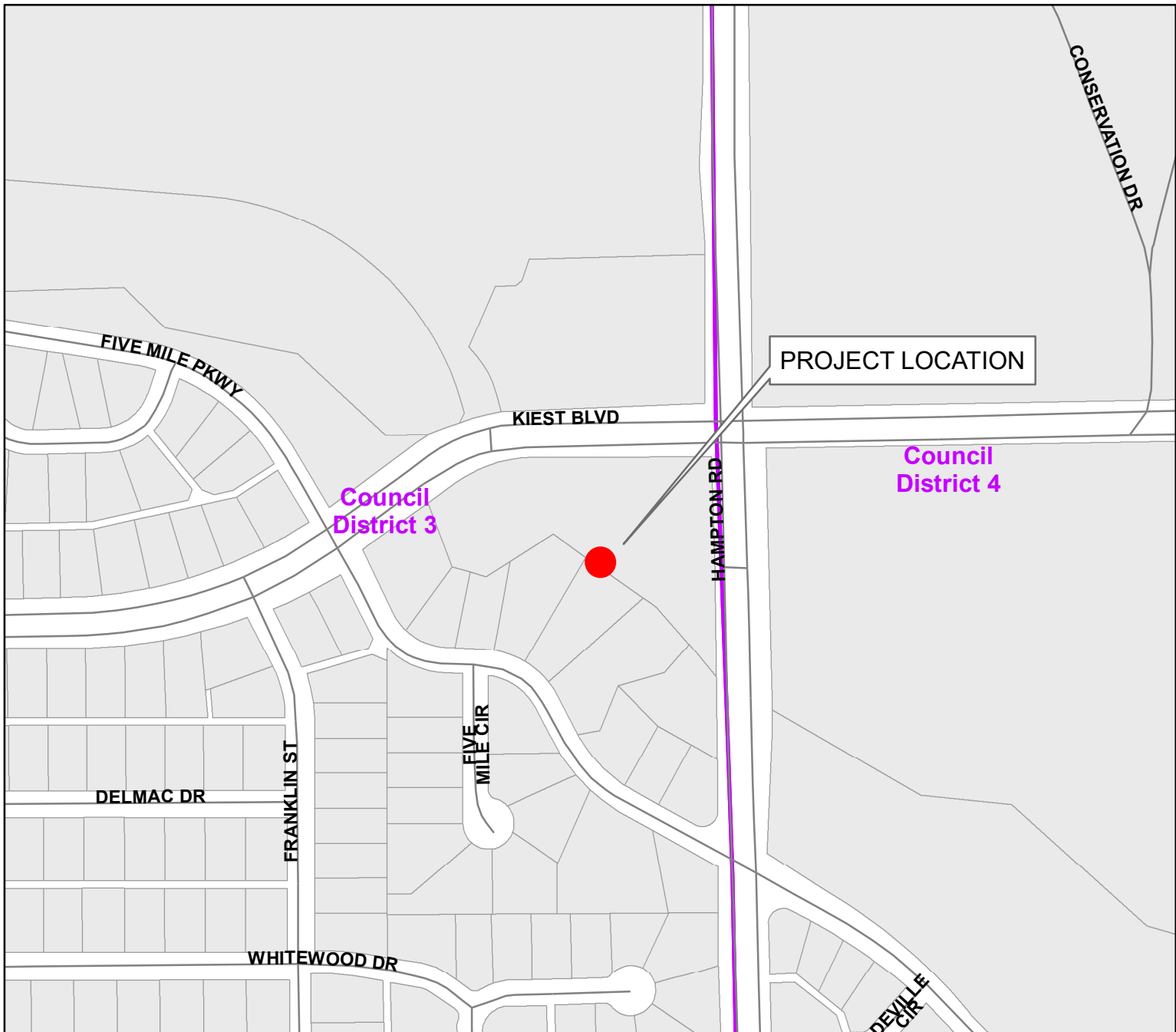
District 3

Kiest West, 2412, Dallas, Texas 75237

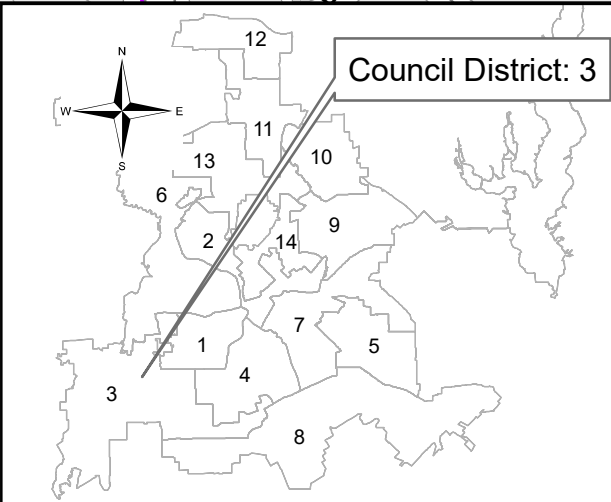
District 4

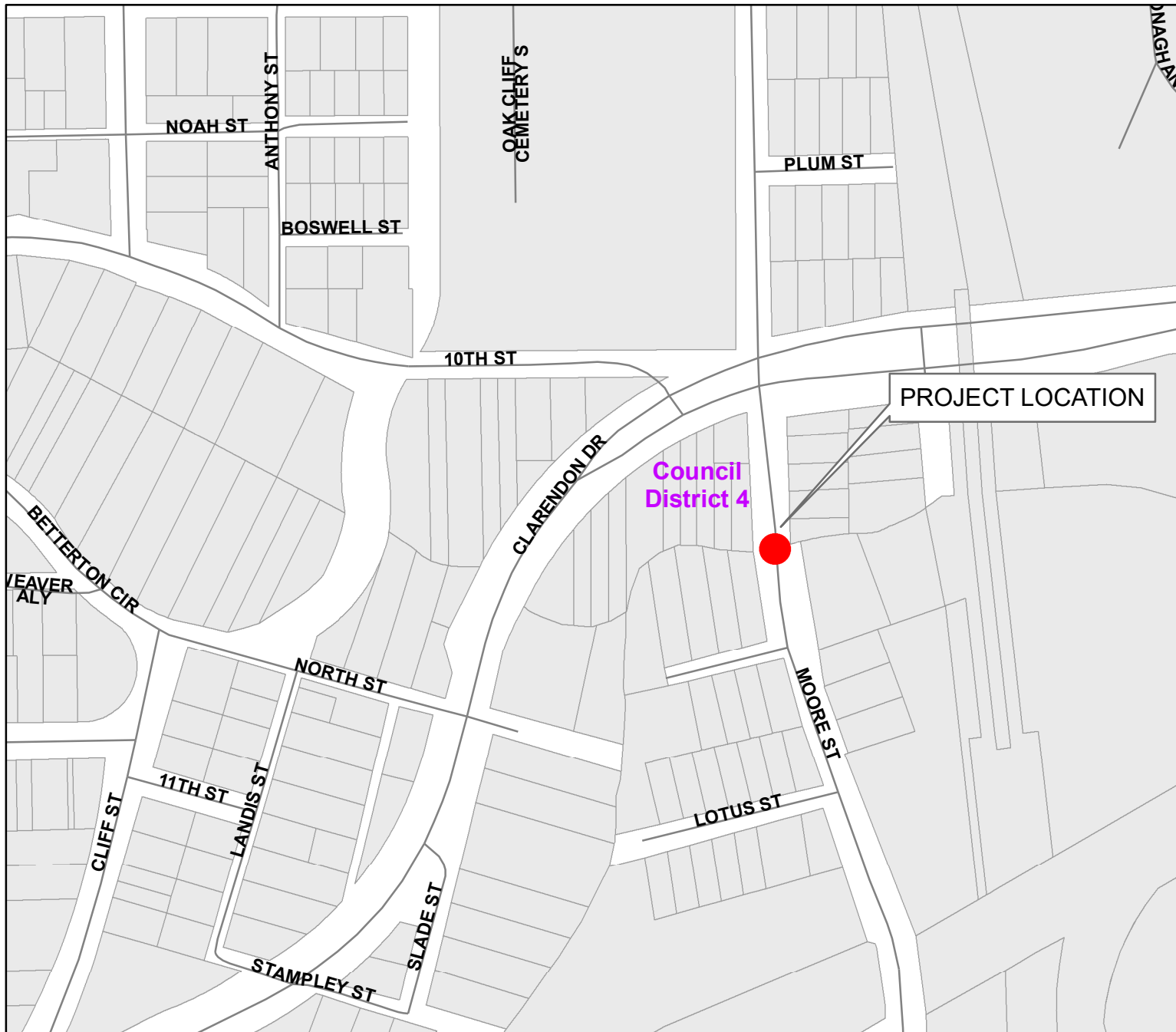
Cedar Creek Bridge at South Moore Street., Dallas, Texas 75203

Holliday Road, 3445, 3449, 3605, 3621, Dallas, Texas 75224

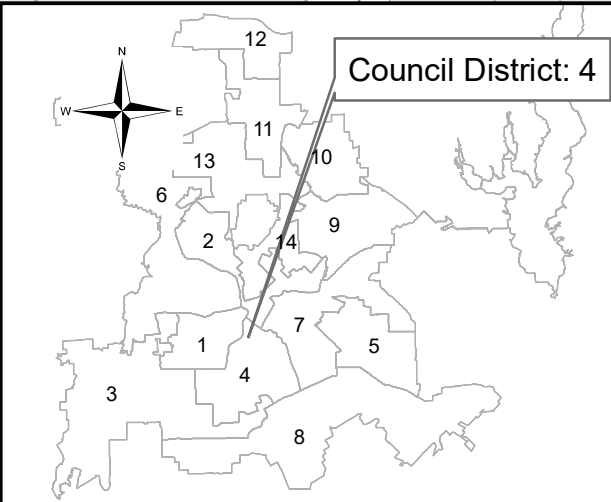


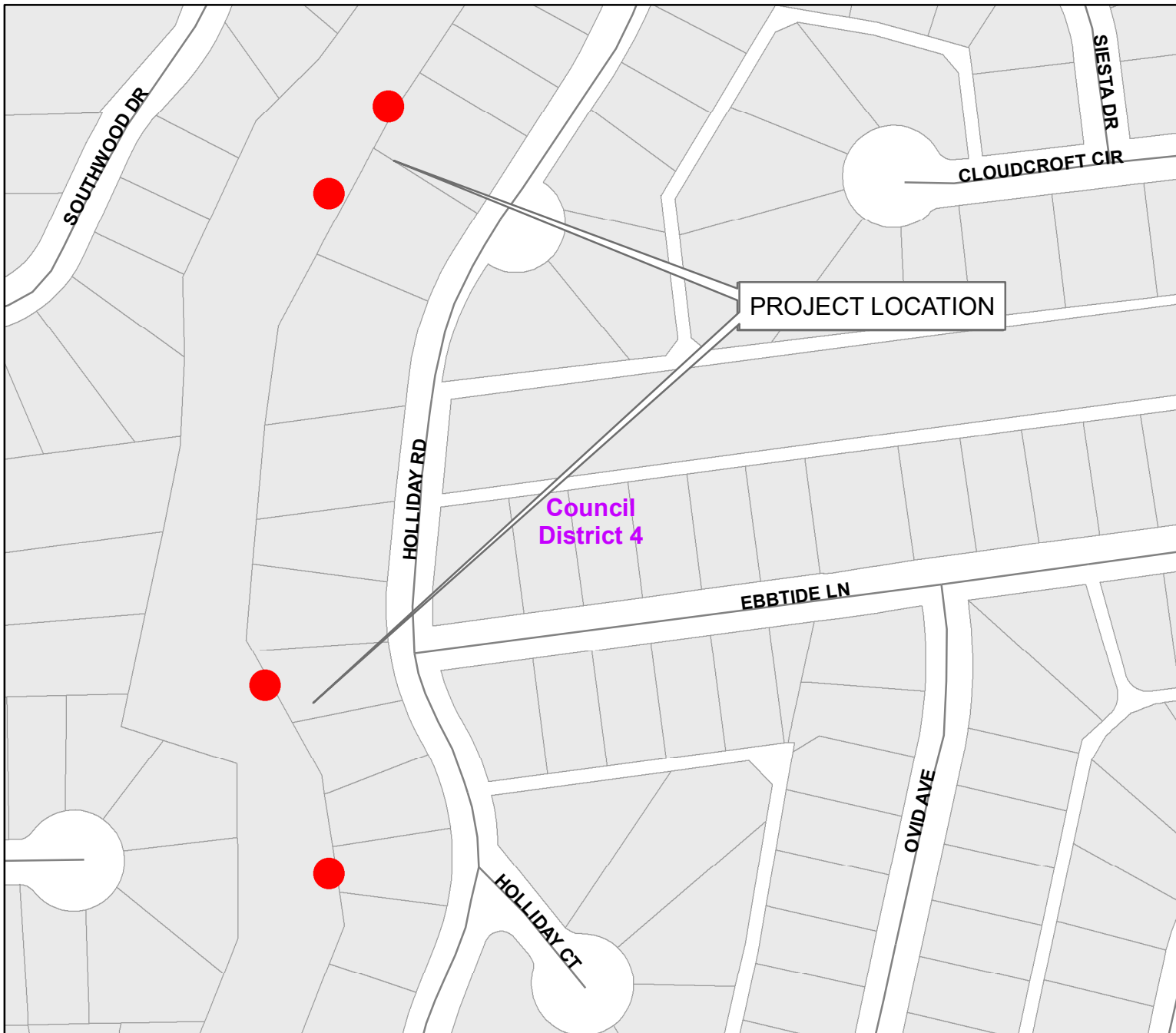
Kiest W, 2412
Dallas, TX 75237



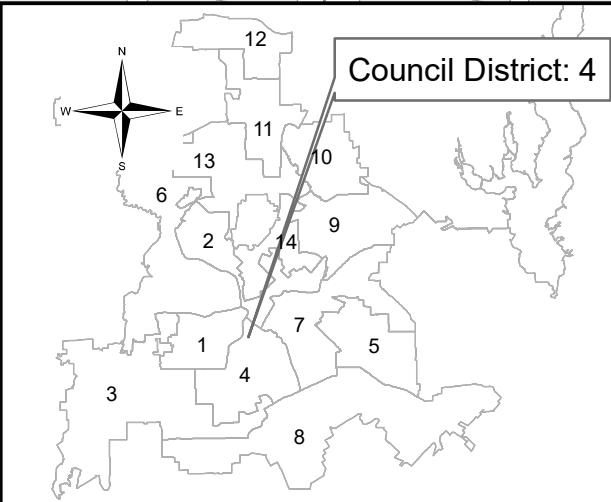


Cedar Creek Bridge at S Moore St
Dallas, TX 75203





Holliday Rd, 3445, 3449, 3605, 3621
Dallas, TX 75224



April 9, 2025

WHEREAS, On August 10, 2022, City Council authorized a professional services contract with Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch a Westwood Company, to provide engineering services for storm drainage relief and erosion control improvements at four locations, in an amount not to exceed \$221,579.00, by Resolution No. 22-1128; and

WHEREAS, initial engineering services identified the need to replace the Cedar Creek Bridge at Moore Street and raise the deck above the 100-year floodplain and the need to prepare additional easement documents for erosion control improvements at Holliday Road and West Kiest Boulevard; and

WHEREAS, additional engineering services are required to develop construction documents and provide construction administration for the Cedar Creek bridge at Moore Street, and to provide easement documents for erosion control improvements at Holliday Road and West Kiest Boulevard; and

WHEREAS, Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch, a Westwood Company, 7557 Rambler Road, Suite 1400, Dallas, Texas 75231, has submitted an acceptable proposal to provide these engineering services; and

WHEREAS, Dallas Water Utilities recommends that Contract No. 21-287E be increased by \$454,105.00, from \$221,579.00 to \$675,684.00.

Now, Therefore,

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

SECTION 1. That the proposed Supplemental Agreement No. 1 to the professional services contract be accepted and that Contract No. 21-287E with Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch a Westwood Company, be revised accordingly.

SECTION 2. That the City Manager be and is hereby authorized to execute Supplemental Agreement No. 1 to the professional services contract with Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch a Westwood Company, approved as to form by the City Attorney, to provide additional engineering services necessary for the development of construction plans, specifications and contract documents, and construction observation for the Cedar Creek Bridge replacement at Moore Street and to prepare additional survey documents for erosion control easements at Holliday Road and West Kiest Boulevard, in an amount not to exceed \$454,105.00, increasing the contract amount from \$221,579.00 to \$675,684.00.

April 9, 2025

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$454,105.00 to Pacheco Koch Consulting Engineers, LLC dba Pacheco Koch a Westwood Company, in accordance with the terms and conditions of the contract, as follows:

Storm Drainage Management Capital Construction Fund Fund 0063, Department SDM, Unit W411 Object 4111, Program SD22W411, Vendor 342980 Encumbrance/Contract No. CX- SDM-2022-00019450	\$ 5,000.00
Storm Drainage Management Capital Construction Fund Fund 0063, Department SDM, Unit W234 Object 4111, Program TW17W234, Vendor 342980 Encumbrance/Contract No. CX-SDM-2022-00019450	\$ 2,500.00
Storm Drainage Management Capital Construction Fund Fund 0063, Department SDM, Unit W404 Object 4111, Program SD22W404, Vendor 342980 Encumbrance/Contract No. CX-SDM-2022-00019450	<u>\$ 446,605.00</u>
Total amount	\$ 454,105.00

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



Agenda Information Sheet

File #: 25-580A

Item #: 10.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 6
DEPARTMENT: Department of Aviation
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize the **(1)** acceptance of a grant upon receipt from the U.S. Department of Transportation, Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for the federal share of the eligible capital improvement project for the Bipartisan Infrastructure Law at Dallas Love Field (Grant No. TBD, Assistance Listing No. 20.106) in the amount of \$10,000,000.00 for the construction of Taxiway Charlie Phase 2 Reconstruction Project where the performance period shall be for four years from the date of acceptance; **(2)** establishment of appropriations in an amount not to exceed \$10,000,000.00 in the FY23 FAA AIP Supplemental Discretionary Grant Fund; **(3)** receipt and deposit of grant funds in an amount not to exceed \$10,000,000.00 in the FY23 FAA AIP Supplemental Discretionary Grant Fund; and **(4)** execution of the grant agreement and all terms, conditions, and documents required by the agreement - Not to exceed \$10,000,000.00 - Financing: FY23 FAA AIP Supplemental Discretionary Grant Fund

BACKGROUND

The Bipartisan Infrastructure Law (BIL) provides \$15 billion in airport infrastructure funding nationally. The money can be invested in runways, taxiways, safety, and sustainability projects, as well as terminal, airport-transition connections, and roadway projects.

The Department of Aviation has been notified of an intent to award a grant from Airport Improvement Program Supplemental Discretionary Grant (AIP) funding as part of the BIL to reconstruct Taxiway Charlie (Taxiway C) Phase 2 at Dallas Love Field (DAL) that will preserve and enhance the safety of DAL.

The objective is to fund the reconstruction of Taxiway C Phase 2 at DAL. The purpose of the Taxiway C Phase 2 Reconstruction project is to improve airfield operational resiliency, advance Federal Aviation Administration safety standards, and enhance Dallas Love Field sustainability efforts. Additionally, improvements to airfield lighting and stormwater drainage will also be addressed to enhance airfield operations and reduce negative environmental impacts.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
FY23 FAA AIP Supplemental Discretionary Grant Fund	\$10,000,000.00	\$0.00	\$0.00

MAP

Attached

DALLAS LOVE FIELD
TAXIWAY CHARLIE PHASE 2 RECONSTRUCTION PROJECT

TAXIWAY C PHASE 2 EXHIBIT A



April 9, 2025

WHEREAS, the Bipartisan Infrastructure Law (BIL) provides \$15 billion in airport infrastructure funding nationally. The money can be invested in runways, taxiways, safety, and sustainability projects, as well as terminal, airport-transition connections, and roadway projects; and

WHEREAS, the objective is to fund the reconstruction of Taxiway Charlie (Taxiway C) Phase 2 Reconstruction Project at Dallas Love Field (DAL); and

WHEREAS, the purpose of the Taxiway Charlie (Taxiway C) Phase 2 Reconstruction Project at Dallas Love Field (DAL) is to improve airfield operational resiliency, advance Federal Aviation Administration safety standards, and enhance Dallas Love Field sustainability efforts; and

WHEREAS, improvements to airfield lighting and stormwater drainage will also be addressed to enhance airfield operations and reduce negative environmental impacts; and

WHEREAS, the Department of Aviation has been notified of an intent to award a grant from Airport Improvement Program Supplemental Discretionary Grant (AIP) funding as part of the BIL to reconstruct Taxiway Charlie (Taxiway C) Phase 2 Reconstruction Project at Dallas Love Field (DAL) that will preserve and enhance the safety of DAL; and

WHEREAS, it is now desirable to accept the Airport Improvement Program Supplemental Discretionary Grant (AIP) Grant Fund from the Federal Aviation Administration for eligible costs of Taxiway Charlie (Taxiway C) Phase 2 Reconstruction Project at Dallas Love Field (DAL).

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to accept a grant upon receipt from the U.S. Department of Transportation, Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for the federal share of the eligible capital improvement project for the Bipartisan Infrastructure Law at Dallas Love Field (Grant No. TBD, Assistance Listing No. 20.106) in the amount of \$10,000,000.00 for the construction of Taxiway Charlie (Taxiway C) Phase 2 Reconstruction Project at Dallas Love Field (DAL) where the performance period shall be for four years from the date of acceptance; and execute the grant agreement and all terms, conditions, and documents required by the agreement, approved as to form by the City Attorney.

April 9, 2025

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$10,000,000.00 in the FY23 FAA AIP Supplemental Discretionary Grant Fund, Fund F787, Department AVI, Unit W281, Object 4599.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit grant funds in an amount not to exceed \$10,000,000.00 in the FY23 FAA AIP Supplemental Discretionary Grant Fund, Fund F787, Department AVI, Unit W281, Revenue Code 9907.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$10,000,000.00 from the FY23 FAA AIP Supplemental Discretionary Grant Fund, Fund F787, Department AVI, Unit W281, Object 4599, Program AVIW281, CX AVI-2025-00027071.

SECTION 5. That the City Manager is hereby authorized to reimburse to the granting agency any expenditure identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 6. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 7. That this contract is designated as Contract No. AVI-2025-00027071.

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



Agenda Information Sheet

File #: 25-581A

Item #: 11.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 6
DEPARTMENT: Department of Aviation
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize the **(1)** acceptance of a grant upon receipt from the U.S. Department of Transportation, Federal Aviation Administration (FAA) Airport Terminal Program for the federal share of the eligible capital improvement project for the Bipartisan Infrastructure Law at Dallas Love Field (Grant No. TBD, Assistance Listing No. 20.106) in the amount of \$13,000,000.00 for the upgrade of Dallas Love Field Moving Walkways and Escalators Upgrade Project where the performance period shall be for four years from the date of acceptance; **(2)** establishment of appropriations in an amount not to exceed \$13,000,000.00 in the FY25 FAA Airport Terminal Program Grant Fund; **(3)** receipt and deposit of grant funds in an amount not to exceed \$13,000,000.00 in the FY25 FAA Airport Terminal Program Grant Fund; and **(4)** execution of the grant agreement and all terms, conditions, and documents required by the grant agreement - Not to exceed \$13,000,000.00 - Financing: FY25 FAA Airport Terminal Program Grant Fund

BACKGROUND

The Bipartisan Infrastructure Law (BIL) provides \$15 billion in airport infrastructure funding nationally. The money can be invested in runways, taxiways, safety, and sustainability projects, as well as terminal, airport-transition connections, and roadway projects.

The Department of Aviation has been notified of an intent to award a grant from Airport Terminal Program Grant funding as part of the BIL to upgrade the conveyor Moving Walkways and Escalators Upgrade Project at Dallas Love Field (DAL) that will preserve and enhance the safety of DAL.

The objective is to fund the replacement of the pedestrian moving walkways and escalators and enclose a concourse extension to ensure passenger safety and comfort at DAL. The new facilities and infrastructure will include modern technology to increase efficiency and reduce energy consumption. Additionally, the improvements will incorporate accessibility features to provide a more inclusive and accessible passenger experience.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
FY25 FAA Airport Terminal Program Grant Fund	\$13,000,000.00	\$0.00	\$0.00

April 9, 2025

WHEREAS, the Bipartisan Infrastructure Law (BIL) provides \$15 billion in airport infrastructure funding nationally. The money can be invested in runways, taxiways, safety, and sustainability projects, as well as terminal, airport-transition connections, and roadway projects; and

WHEREAS, the objective is to fund the replacement of the pedestrian moving walkways and escalators and enclose a concourse extension to ensure passenger safety and comfort at Dallas Love Field (DAL). The new facilities and infrastructure will include modern technology to increase efficiency and reduce energy consumption; and

WHEREAS, the improvements will incorporate accessibility features to provide a more inclusive and accessible passenger experience; and

WHEREAS, the Department of Aviation has been notified of an intent to award a grant from Airport Terminal Program Grant funding as part of the BIL to upgrade the conveyor Moving Walkways and Escalators Upgrade Project at DAL that will preserve and enhance the safety of DAL; and

WHEREAS, it is now desirable to accept the Airport Terminal Program (ATP) Grant Fund from the Federal Aviation Administration for eligible costs of the Moving Walkways and Escalators Upgrade Project.

Now, Therefore,

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

SECTION 1. The City Manager is hereby authorized to accept a grant upon receipt from the U.S. Department of Transportation, Federal Aviation Administration Airport Terminal Program for the federal share of the eligible capital improvement project for the Bipartisan Infrastructure Law at Dallas Love Field (Grant No. TBD, Assistance Listing No. 20.106) in the amount of \$13,000,000.00 for the upgrade of Moving Walkways and Escalators Upgrade Project where the performance period shall be for four years from the date of acceptance; and execute the grant agreement and all terms, conditions, and documents required by the agreement, approved as to form by the City Attorney.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$13,000,000.00 in the FY25 FAA Airport Terminal Program Grant Fund, Fund F786, Department AVI, Unit X178, Object 4599.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit grant funds in an amount not to exceed \$13,000,000.00 in the FY25 FAA Airport Terminal Program Grant Fund, Fund F786, Department AVI, Unit X178, Revenue Code 9907.

April 9, 2025

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$13,000,000.00 from the FY25 FAA Airport Terminal Program Grant Fund, Fund F786, Department AVI, Unit X178, Object 4599, Program AVIX178, CX-AVI-2025-00027072.

SECTION 5. That the City Manager is hereby authorized to reimburse to the granting agency any expenditure identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 6. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 7. That this contract is designated as Contract No. AVI-2025-00027072.

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



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1040A

Item #: 12.

STRATEGIC PRIORITY: Core
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 2
DEPARTMENT: Department of Facilities and Real Estate Management
EXECUTIVE: Donzell Gipson

SUBJECT

An ordinance abandoning a portion of Wall Street to Cedars Corinth Owner, LLC, the abutting owner, containing approximately 7,962 square feet of land, located near its intersection with Corinth Street; and authorizing the quitclaim - Revenue: General Capital Reserve Fund (\$302,461.00) and General Fund (\$20,000.00), plus the \$20.00 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of Wall Street to Cedars Corinth Owner, LLC, the abutting owner, containing approximately 7,962 square feet of land. The area will be included with the property of the abutting owner to construct a multi-family development. The abandonment fee is based on an independent appraisal.

Notices were sent to 13 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: General Capital Reserve Fund (\$302,461.00) and General Fund (\$20,000.00), plus the \$20.00 ordinance publication fee

OWNER/EXECUTIVE(S)

Cedars Corinth Owner, LLC

Cedars Corinth Venture LP, Sole Member

Cedars Corinth GP LLC, General Partner

Carl B Anderson IV, President

MAP

Attached



COUNCIL MAP



ABANDONMENT AREA

ORDINANCE NO. _____

An ordinance providing for the abandonment of a portion of Wall Street located adjacent to City Block G/889 in the City of Dallas and County of Dallas, Texas; subject to a reverter; providing for the quitclaim thereof to Cedars Corinth Owner, LLC; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Cedars Corinth Owner, LLC, a Delaware limited liability company, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter, the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions and reverter herein provided, said portion of Wall Street is not needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms, conditions and reverter hereinafter more fully set forth;

Now, Therefore,

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

SECTION 1. That the tract of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same is abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the reverter and the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **THREE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$322,461.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10, and 11 the City of Dallas does by these presents **QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, the reverter, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all of its right, title and interest in and to the certain tract of land hereinabove described in Exhibit A . Provided however, that if **GRANTEE**, its successors and assigns, fails to file a final replat of the adjoining properties as required in Section 10 of this ordinance, but no later than the earlier of (i) the date applicable pursuant to the requirements of the Dallas Development Code Chapter 51A-8.403(a)(4)(D) which provides in pertinent part, as may be amended:

“(D) Except as provided in this subparagraph, a preliminary plat approved by the commission expires five years after the commission action date approving the plat if no progress has been made toward completion of the project in accordance with Texas Local Government Code Section 245.005. An approved minor plat, amending plat (minor), or an administrative plat expires two years after the commission action date approving the plat or within two years after the date of the subdivision administrator's action letter approving the administrative plat if no progress has been made toward completion of the project in accordance with Texas Local Government Code Section 245.005”;

or (ii) the date that is the sixth anniversary of the passage of this ordinance; THEN this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE**.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is hereby authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department

SECTION 4. (continued)

FRM, Balance Sheet 0519 and Department of Facilities and Real Estate Management shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department FRM, Unit 1181, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto and made a part hereof for all purposes.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation



SECTION 8. (continued)

and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- a) ensure existing 6-inch water and wastewater mains are cut and plugged via WW23-165 and Private Development Contract. Dallas Water Utilities will use other existing infrastructure in lieu of water and wastewater mains currently located at 2112 Botham Jean Boulevard on the corner of Corinth Street and Parnell Street.
- b) evaluate and confirm that the east corner/curb return radius at the corner of Botham Jean Boulevard and Corinth Street complies with the Street Design Manual for Design Vehicle.

Failure to cut and plug water and waste water mains in accordance with the terms of this section shall render this ordinance null and void and of no further effect.



SECTION 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tract of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area is located after its approval by the City Plan Commission of the City of Dallas.

SECTION 11. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the passage of this ordinance, close, barricade and/or place signs in the area described in Exhibit A in accordance with detailed plans approved by the Director of Department of Facilities and Real Estate Management. **GRANTEE's** responsibility for keeping the area described in Exhibit A closed, barricaded and/or the signs in place shall continue until the street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Department of Facilities and Real Estate Management.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the official real property records of the county in which the abandonment area is located, which certified copy shall be delivered to the Director of Department of Facilities and Real Estate Management, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Facilities and Real Estate Management, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the area abandoned herein, subject to a reverter interest, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Facilities and Real Estate Management, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 13. That this ordinance is also designated for City purposes as Contract No. FRM- 2023-00021585.

SECTION 14. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
TAMMY L. PALOMINO,
City Attorney

JOHN JOHNSON, Director
Department of Facilities and Real Estate
Management

BY


Assistant City Attorney

BY


for Assistant Director

Passed _____.

STREET ABANDONMENT
WALL STREET
ADJACENT TO CITY BLOCK G/889
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING 7,962 square feet or 0.183 acres a tract of land situated in the John Grigsby Survey, Abstract Number 495, in the City of Dallas, Dallas County, Texas, adjacent to City Block G/889, in the City of Dallas, Dallas County, Texas, being part of Wall Street, originally a called 40-foot-wide right-of-way created by the plat of John J. Eakins Santa Fe Addition, recorded in Volume 69, Page 436, Deed Records, Dallas County, Texas (DRDCT), and part of a right-of-way dedication thereof, conveyed by a warranty deed to the City of Dallas, recorded in Volume 3507, Page 163 DRDCT, and part of a right-of-way dedication created by the replat of Lots 7 and 8, Block G/889 of the John J. Eakins Santa Fe Addition, recorded in Volume 86044, Page 4043 DRDCT, with the subject tract being more particularly described as follows:

BEGINNING at a point for the north end of a corner clip being the intersection of the north line of Botham Jean Boulevard, a variable width right-of-way by use and occupation (formerly known as Wall Street, Grigsby Avenue, and Lamar Avenue), with the southeast line of Corinth Street, originally a 40-foot wide right-of-way created by the plat of John J. Eakins Santa Fe Addition, recorded in Volume 69, Page 436 DRCT, and being a recognized 90-foot-wide right-of-way by use and occupation;

THENCE N 44°39'00" E, 44.77 feet along the southeast line of Corinth Street to a point for the west corner of Lot 6, Block G/889, John J. Eakins Santa Fe Addition, as conveyed by a general warranty deed (cash) to Popeyes Texas Partners, LLC, recorded in Instrument Number 202000235568, Official Public Records, Dallas County, Texas (OPRDCT), to a point for the intersection of the southeast line of Corinth Street with the northeast line of said original right-of-way of Wall Street, from which a 1/2" iron rod found for a northerly corner of said Popeyes tract, being the west corner of "DART parcel OC2-3" conveyed to Dallas Area Rapid Transit, and recorded in Volume 94211, Page 5105 DRDCT, bears N 44°39'00" E, 104.40 feet;

THENCE S 42°44'40" E, 82.50 feet along the southwest line of Lot 6 and same for said Popeyes Tract, and along the northeast line of said original right-of-way to a 1/2" iron rod found for the south corner of Lot 6 and for the west corner of said right-of-way dedicated per plat;

THENCE N 44°38'59" E, 8.00 feet along the southeast line of Lot 6 and a southeasterly line of said Popeyes tract, and along the northwest line of said right-of-way dedicated per plat to a point for the north corner thereof, being the west corner of Lot 3A, Block G/889, Claxton Recycling Addition, recorded in Volume 96161, Page 1262 DRDCT, for an inset corner of said Popeyes tract;

THENCE S 42°44'40" E, 171.55 feet along the northeast line of said right-of-way dedicated per plat, and also another portion of right-of-way dedication created by said plat of Lot 3A, Block G/889, Claxton Recycling Addition, and along the southwest line of said Lot 3A and same for said Popeyes tract, to a point for corner;

THENCE into and through said right-of-way dedications per plats mentioned above, and into and through said original right-of-way, and into and through said right-of-way dedicated by deed to the City of Dallas mentioned above, around a non-tangent curve to the left having a central angle of 08°36'08", a radius of 1582.47 feet, a chord of N 59°31'16" W - 237.37 feet, an arc length of 237.59 feet to a point for south end of said corner clip;


THENCE N 09°48'45" W, 29.06 feet along said corner clip to the POINT OF BEGINNING with the subject tract containing 7,962 square feet or 0.183 acres of land, as noted in the preamble above.

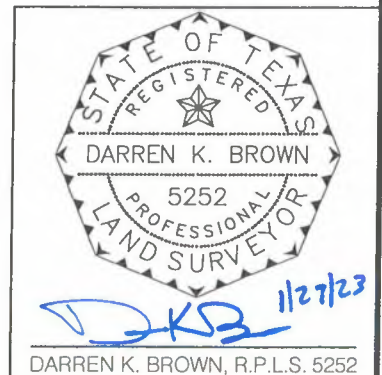
(For SPRG use only)	
Reviewed By:	<i>[Signature]</i>
Date:	04.14.2023
SPRG No:	6264

NOTES:

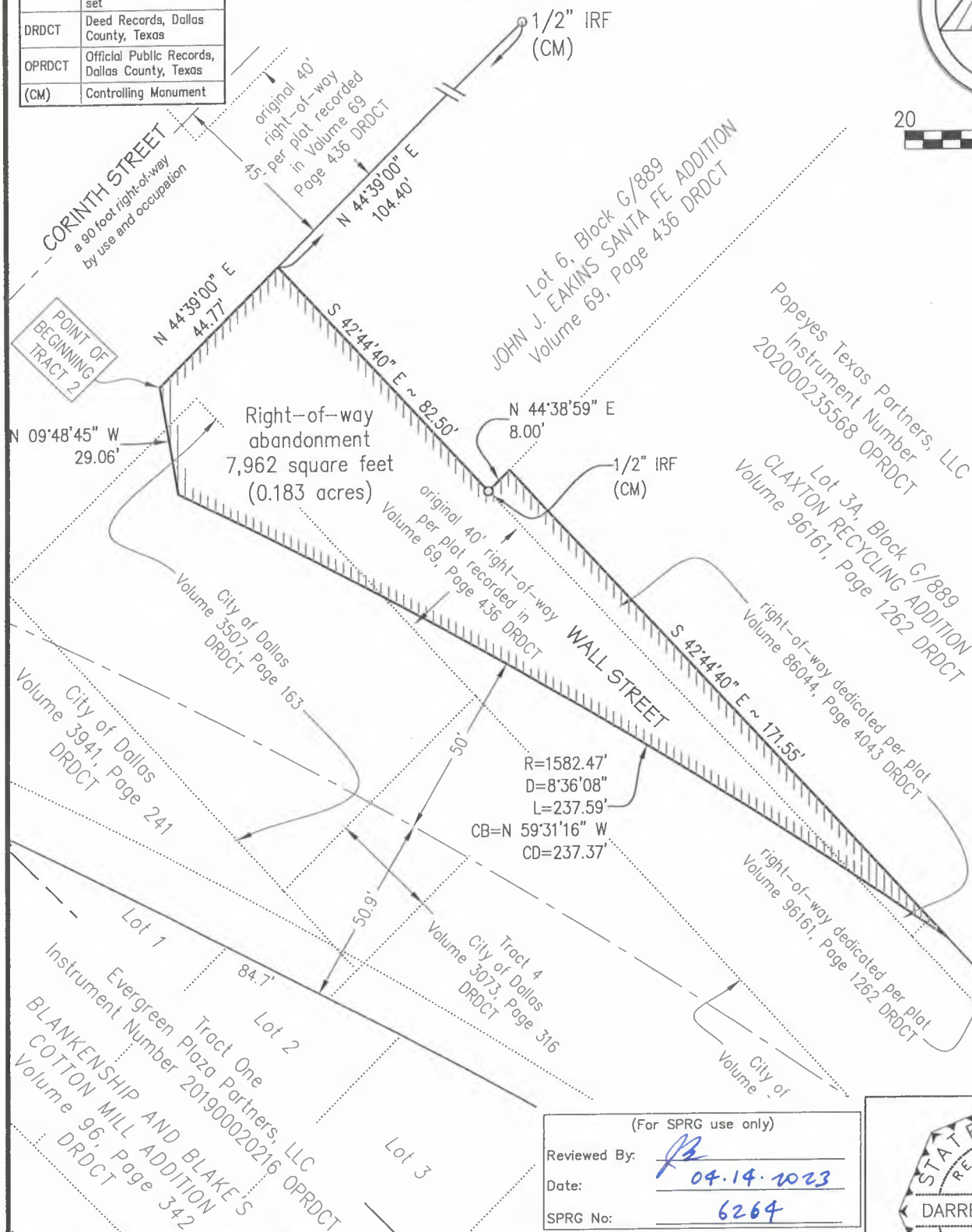
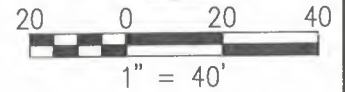
1. State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. A parcel plat map of even date hereby accompanies this legal description.

PAGE 1 OF 2

 SPIARS ENGINEERING & SURVEYING 765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077 TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com			
Drawn:	Checked:	Date	Job No.
ED	DKB	1/26/23	22-136



STREET ABANDONMENT
WALL STREET, ADJACENT TO CITY BLOCK G/889
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS



PAGE 2 OF 2



Drawn:	Checked:	Date	Job No.
FD	DKB	1/26/23	22--136

NOTES:

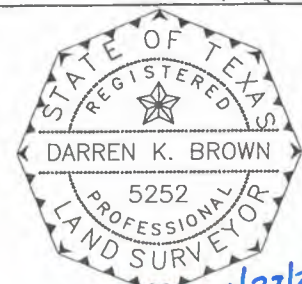
1. State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. A legal description of even date hereby accompanies this parcel plat map.

(For SPRG use only)

Reviewed By:

Date:

SPRG No:



DARREN K. BROWN, R.P.L.S. 5252

EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.



Agenda Information Sheet

File #: 25-1020A

Item #: 13.

STRATEGIC PRIORITY: Core
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 13
DEPARTMENT: Department of Facilities and Real Estate Management
EXECUTIVE: Donzell Gipson

SUBJECT

An ordinance abandoning a utility easement to Arthur Allen Jones and Amy Renee Andrews, the abutting owners, containing approximately 751 square feet of land, located near the intersection of Lilac Lane and Horseshoe Trail - Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a utility easement to Arthur Allen Jones and Amy Renee Andrews, the abutting owners, containing approximately 751 square feet of land. The area will be included with the property of the abutting owners to construct a single-family residence. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee

OWNERS

Arthur Allen Jones, Owner

Amy Renee Andrews, Owner

MAP

Attached



COUNCIL MAP

Abandonment Area:



ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a utility easement, located in City Block 1/5670 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Arthur Allen Jones and Amy Renee Andrews; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Arthur Allen Jones and Amy Renee Andrews; hereinafter referred to collectively as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth;

Now, Therefore,

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

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **ELEVEN THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$11,150.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department FRM, Balance Sheet 0519 and Department of Facilities and Real Estate Management shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department FRM, Unit 1181, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, their heirs and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8 . That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, their heirs and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, their heirs and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, their heirs and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, their heirs and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.


SECTION 9. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Facilities and Real Estate Management, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Facilities and Real Estate Management, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Facilities and Real Estate Management, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 10. That this ordinance is also designated for City purposes as Contract No. FRM-2025-00026243 .

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
TAMMY L. PALOMINO,
City Attorney

JOHN JOHNSON, Director
Department of Facilities and Real Estate
Management

BY  Assistant City Attorney

BY  Assistant Director

Passed _____.

**10' UTILITY EASEMENT ABANDONMENT
COLONY RIDGE ADDITION
PORTION OF LOT 29, CITY OF DALLAS BLOCK 1/5670
ALEXANDER HARWOOD SURVEY, ABSTRACT NO. 582
CITY OF DALLAS, DALLAS COUNTY, TEXAS
PAGE 1 OF 2**

EXHIBIT A

LEGAL DESCRIPTION

BEING a 751 square foot (0.017 acre) tract of land situated in the Alexander Harwood Survey, Abstract Number 582 and being a 10 foot utility easement out of Lot 29, Block Number 1/5670 of the Colony Ridge Addition, in the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 6, Page 115, Map Records, Dallas County, Texas, same being a portion of that called First Tract of land conveyed to Arthur Allen Jones and Amy Renee Andrews, by General Warranty Deed recoded in Instrument Number 202400001537, Official Public Records, Dallas County, Texas and being more particularly described in metes and bounds as follows:

COMMENCING at a one-half inch iron rod found at the northwest corner of said Lot 29, said point being the northwest corner of said First Tract, said point being the southwest corner of Lot 30, Block 1/5670, of said Colony Ridge Addition Plat, said point also being the southwest corner of that tract of land described in deed to Michelle N. Thomas & Stewart H. Thomas, as recorded in Instrument Number 201800210957, Official Public Records of Dallas County, Texas, said point also being in the east right-of-way line of Horseshoe Trail, a fifty foot right-of-way dedicated by said Colony Ridge Addition Plat, from which said COMMENCING point bears South 00 degrees 00 minutes 00 seconds East, 75.00 to a one-half inch iron rod found at the southwest corner of said Lot 29;

THENCE along the north line of said First Tract and the south line of said Michelle N. Thomas & Stewart H. Thomas tract of land as follows:

South 89 degrees 35 minutes 03 seconds East, 130.00 feet to a point for corner, said point being in the west line of said 10 foot wide Easement, said point also being the POINT OF BEGINNING of this tract of land;

South 89 degrees 35 minutes 03 seconds East, 10.00 feet to a point for corner at the northeast corner of said First Tract, said point being the northwest corner of that called Second Tract of land described in General Warranty Deed to Arthur Allen Jones and Amy Renee Andrews as recorded in Instrument Number 202400001537, Official Public Records of Dallas County, Texas, said point also being in the east line of said 10 foot wide Easement;

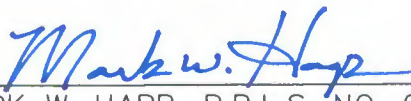
THENCE South 00 degrees 00 minutes 00 seconds East, 75.07 feet along the east line of said 10 foot wide Easement to a point for corner at the southeast corner of said First Tract, said point being the southwest corner of said Second Tract, said point being in the north line of that tract of land described in deed to W. Kendall Tongier, as recorded in Volume 2001130, Page 7873, Deed Records of Dallas County, Texas, from which said point bears South 89 degrees 33 minutes 23 seconds East, 66.70 feet to a one-half inch iron pipe found, said point being the southeast corner of said Second Tract, said point also being the northeast corner of said W. Kendall Tongier tract;

THENCE North 89 degrees 33 minutes 23 seconds West, 10.00 feet along the south line of said First Tract and along the north line of said W. Kendall Tongier tract to a point for corner in the west line of said 10 foot wide Easement;

THENCE North 00 degrees 00 minutes 00 seconds East, 75.06 feet along the west line of said 10 foot wide Easement to the POINT OF BEGINNING and containing 751 square feet or 0.017 acres of land.

BASIS OF BEARING: Bearings based on monuments found along the east right-of-way line of Horseshoe Trail, an assumed bearing base held as South 00 degrees 00 minutes 00 seconds East.

(For SPRG use only)
Reviewed by: <u>A.B</u>
Date: <u>11.22.2024</u>
SPRG No. 6783


MARK W. HARP, R.P.L.S. NO. 6425
NOVEMBER 19, 2024



Drawing: H:\Projects\MWH001\Allen Jones property Dallas\dwg\ESMT-UTIL ESMT-ABAND.dwg

SCALE:	DATE 10/25/2024	DRAWN mwh	PROJECT MATXXX	JBIPARTNERS 2121 Midway Road Suite 300 Carrollton, Texas 75006 972.248.7676 TBPE No. F-438 TBPLS No. 10076000
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**10' UTILITY EASEMENT ABANDONMENT
COLONY RIDGE ADDITION
PORTION OF LOT 29, CITY OF DALLAS BLOCK 1/5670
ALEXANDER HARWOOD SURVEY, ABSTRACT NO. 582
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

EXHIBIT A

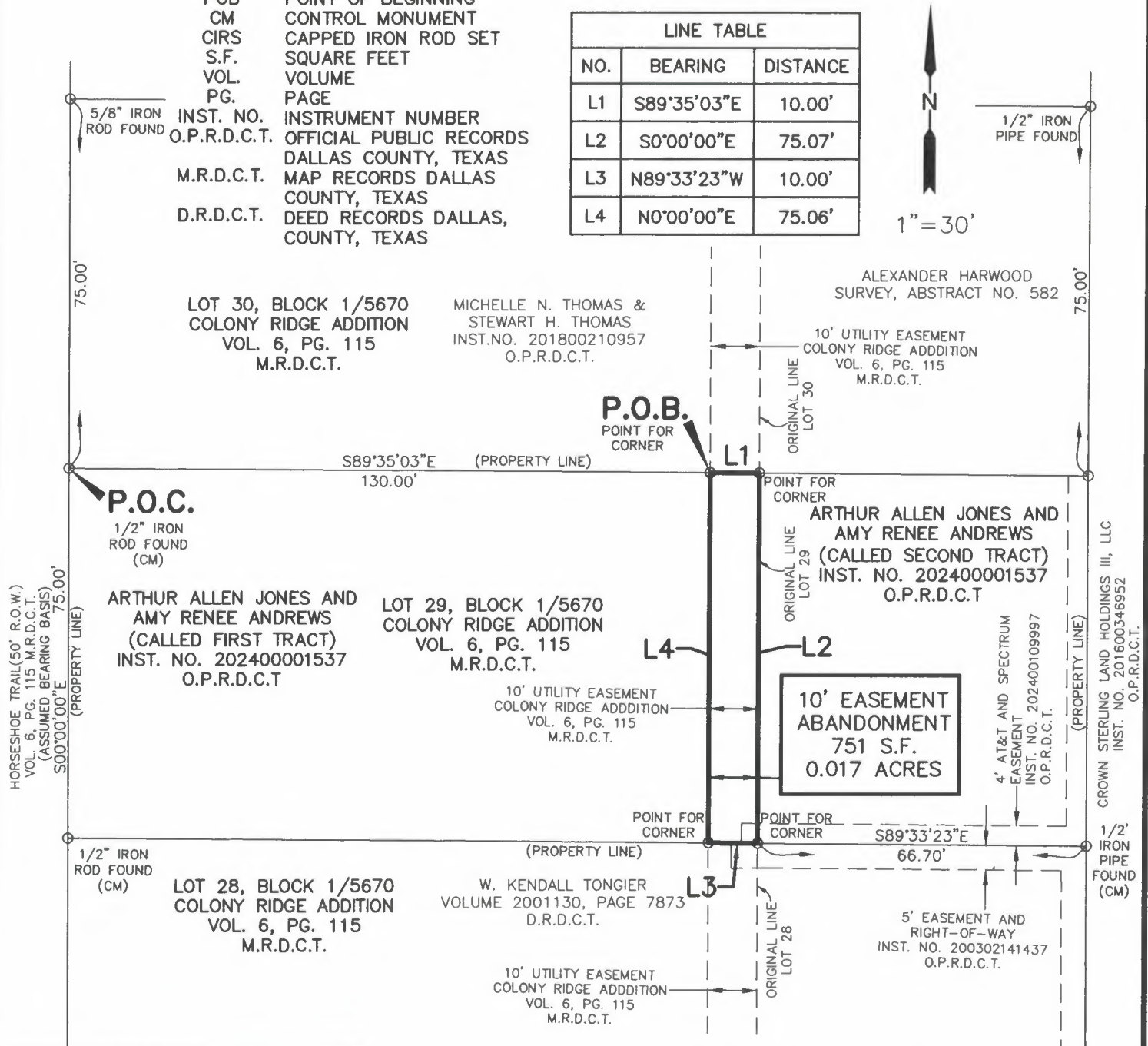
LEGEND

POC POINT OF COMMENCING
POB POINT OF BEGINNING
CM CONTROL MONUMENT
CIRS CAPPED IRON ROD SET
S.F. SQUARE FEET
VOL. VOLUME
PG. PAGE
INST. NO. INSTRUMENT NUMBER
O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS
DALLAS COUNTY, TEXAS
M.R.D.C.T. MAP RECORDS DALLAS
COUNTY, TEXAS
D.R.D.C.T. DEED RECORDS DALLAS,
COUNTY, TEXAS

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°35'03"E	10.00'
L2	S0°00'00"E	75.07'
L3	N89°33'23"W	10.00'
L4	N0°00'00"E	75.06'



1" = 30'



(For SPRG use only)

Reviewed by: A.6
Date: 11.22.2024
SPRG No. 6783

BASIS OF BEARING: Bearings based on monuments found along the east right-of-way line of Horseshoe Trail, an assumed bearing base held as South 00 degrees 00 minutes 00 seconds East.

Drawing: H:\Projects\MWH001\Allen Jones property Dallas\dwg\ESMT-UTIL ESMT-ABAND.dwg

SCALE:
1" = 30'

DATE
10/25/2024

DRAWN
mwh

PROJECT
MATXXX

JBIPARTNERS

2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1041A

Item #: 14.

STRATEGIC PRIORITY: Core
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 6
DEPARTMENT: Department of Facilities and Real Estate Management
EXECUTIVE: Donzell Gipson

SUBJECT

An ordinance abandoning a water easement and a sanitary sewer and water easement to Riverfront Residential II, L.P., the abutting owner, containing a total of approximately 4,814 square feet of land, located near the intersection of Continental and Trinity Max Avenues - Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a water easement and a sanitary sewer and water easement to Riverfront Residential II, L.P., the abutting owner, containing a total of approximately 4,814 square feet of land. The areas will be included with the property of the abutting owner to construct a multi-family development. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee.

OWNER/EXECUTIVES

Riverfront Residential II, L.P.

Columbus Riverfront II GP, LLC, General Partner

Robert Shaw, President

MAP

Attached



Council Map

Abandonment Areas:

(Water Easement)



(Sanitary Sewer and Water Easement)



ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a water easement and sanitary sewer and water easement, located in City Block 6828 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Riverfront Residential II, L.P.; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonments herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Riverfront Residential II, L.P., a Delaware limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth;

Now, Therefore,

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



SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tracts of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **ELEVEN THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$11,150.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tracts or parcels of land hereinabove described in Exhibit A . **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department FRM, Balance Sheet 0519 and Department of Facilities and Real Estate Management shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department FRM, Unit 1181, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f)



SECTION 8. (continued)

any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Facilities and Real Estate Management, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Facilities and Real Estate Management, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Facilities and Real Estate Management, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 10. That this ordinance is also designated for City purposes as Contract No. FRM-2024-00025733.

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
TAMMY L. PALOMINO,
City Attorney

JOHN JOHNSON, Director
Department of Facilities and Real Estate
Management

BY Molly P. Ward
Assistant City Attorney

BY For [Signature]
Assistant Director

Passed _____.

WASTEWATER EASEMENT ABANDONMENT
(SANITARY SEWER EASEMENT ABANDONMENT)
PORTION OF LOT 2A, BLOCK A/6828,
RIVERFRONT NORTH ADDITION
JOHN BEEMAN SURVEY, ABSTRACT NO. 209
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EASEMENT DESCRIPTION

BEING a 4,430 square foot (0.1017 acre) tract of land situated in the John Beeman Survey, Abstract No. 209, City of Dallas, Dallas County, Texas, and being a portion of Lot 2A, Block A/6828, Riverfront North Addition, an addition to the City of Dallas, recorded in Instrument No. 202300157760, Official Public Records, Dallas County, Texas, and being a portion of the remainder of a called 3.542 acre tract of land described in Special Warranty Deed to 505 Riverfront, Ltd., recorded in Instrument No. 201300081146 of said Official Public Records, and being a portion of an existing Sanitary Sewer and Water Easement, recorded in Volume 78157, Page 2039, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found for the west end of a corner clip of the southeast right-of-way line of Continental Avenue (a variable width right-of-way, Vol. 5, Pg. 5 - M.R.D.C.T.) and the southwest right-of-way line of Trinity Max Drive (a 66' wide right-of-way, Inst. No. 202300157760 - O.P.R.D.C.T.), being the most westerly north corner of said Lot 2A, in the northwest line of said Sanitary Sewer and Water Easement;

THENCE departing said southeast right-of-way line of Continental Avenue, over and across said existing Sanitary Sewer and Water Easement, with said corner clip and the north line of said Lot 2A, South 77°33'55" East, a distance of 14.14 feet to an "X" cut in concrete found for the east end of said corner clip, being the most easterly north corner of said Lot 2A;

THENCE continuing over and across said existing Sanitary Sewer and Water Easement, with said southwest right-of-way line of Trinity Max Drive and the northeast line of said Lot 2A, South 32°33'55" East, a distance of 10.00 feet to a point for corner in the southeast line of said Sanitary Sewer and Water Easement;

THENCE departing said southwest right-of-way line of Trinity Max Drive and the northeast line of said Lot 2A, over and across said Lot 2A, with the southeast and southwest lines of said Sanitary Sewer and Water Easement, the following courses and distances:

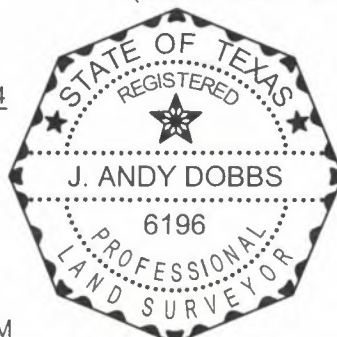
South 57°26'05" West, a distance of 180.00 feet to a point for corner;
South 32°33'55" East, a distance of 14.00 feet to a point for corner;
South 57°26'05" West, a distance of 20.00 feet to a point for corner;
North 32°33'55" West, a distance of 14.00 feet to a point for corner;
South 57°26'05" West, a distance of 20.00 feet to a point for corner;
North 32°33'55" West, a distance of 10.00 feet to a point for corner;
North 57°26'05" East, a distance of 20.00 feet to a point for corner;
North 32°33'55" West, a distance of 10.00 feet to a point for the southwest corner of said Sanitary Sewer and Water Easement, in said southeast right-of-way line of Continental Avenue and the northwest line of said Lot 2A;

(CONTINUED ON SHEET 2)



10-2-2024

J. ANDY DOBBS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6196
2500 PACIFIC AVENUE
SUITE 1100
DALLAS, TEXAS 75226
PH. (972) 770-1300
ANDY.DOBBS@KIMLEY-HORN.COM



(For SPRG use only)

Reviewed By: M.M.Date: 10.02.2024SPRG NO: 6715

Kimley»Horn

2500 Pacific Avenue
Suite 1100, Dallas, Texas 75226

FIRM # 10115500

Tel. No. (469) 718-8849

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Oct. 2024	064316051	1 OF 3

WASTEWATER EASEMENT ABANDONMENT
 (SANITARY SEWER EASEMENT ABANDONMENT)
 PORTION OF LOT 2A, BLOCK A/6828,
 RIVERFRONT NORTH ADDITION
 JOHN BEEMAN SURVEY, ABSTRACT NO. 209
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

(CONTINUED FROM SHEET 1)

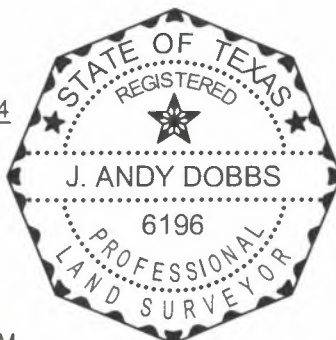
THENCE with said southeast right-of-way line of Continental Avenue, said northwest line of Lot 2A, and the northwest line of said Sanitary Sewer and Water Easement, North 57°26'05" East, a distance of 190.00 feet to the **POINT OF BEGINNING** and containing 4,430 square feet or 0.1017 acres of land.

Bearing system based on the State Plane Coordinate System, North Central Zone (4202), Texas North American Datum of 1983. (2011)



10-2-2024

J. ANDY DOBBS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6196
 2500 PACIFIC AVENUE
 SUITE 1100
 DALLAS, TEXAS 75226
 PH. (972) 770-1300
 ANDY.DOBBS@KIMLEY-HORN.COM



(For SPRG use only)

Reviewed By: M.M.

Date: 10.08.2024

SPRG NO: 6715

Kimley»Horn

2500 Pacific Avenue
 Suite 1100, Dallas, Texas 75226

FIRM # 10115500

Tel. No. (469) 718-8849

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Oct. 2024	064316051	2 OF 3



LINE TABLE

NO.	BEARING	LENGTH
L1	N32°33'55"W	14.00'
L2	S57°26'05"W	20.00'
L3	N32°33'55"W	10.00'
L4	N57°26'05"E	20.00'
L5	N32°33'55"W	10.00'

NOTES

Bearing system based on the State Plane Coordinate System, North Central Zone (4202), Texas North American Datum of 1983. (2011)

CONTINENTAL AVENUE

(A VARIABLE WIDTH RIGHT-OF-WAY)

(VOL. 5, PG. 5 - M.R.D.C.T.)

CENTERLINE

SANITARY SEWER & WATER

EASEMENT

VOL. 77214, PG. 714

D.R.D.C.T.

0.1017 ACRES
4,430 SQ. FT.

S77°33'55"E

14.14'

P.O.B.

XF(CM)

N57°26'05"E 190.00'

S32°33'55"E

10.00'

XF(CM)

S57°26'05"W

180.00'

REMAINDER OF
CALLED 3.542 ACRES
505 RIVERFRONT, LTD.
INST. NO. 201300081146
O.P.R.D.C.T.

TRINITY MAX DRIVE
(A 66' WIDE RIGHT-OF-WAY)
(INST NO. 202300157760 - O.P.R.D.C.T.)

CENTERLINE

WATER EASEMENT
INST. NO. 202300157760
O.P.R.D.C.T.

SANITARY SEWER AND WATER
EASEMENT
VOL. 78157, PG. 2039
D.R.D.C.T.

S57°26'05"W

20.00'

JOHN BEEMAN SURVEY,
ABSTRACT NO. 209

(For SPRG use only)

Reviewed By: M.M.Date: 10.08.2024SPRG NO: 6715

LEGEND

P.O.C. = POINT OF COMMENCING

P.O.B. = POINT OF BEGINNING

CM = CONTROLLING MONUMENT

IRF = IRON ROD FOUND

XF = "X" CUT IN CONCRETE FOUND

SQ. FT. = SQUARE FEET

M.R.D.C.T. = MAP RECORDS OF DALLAS COUNTY, TEXAS

D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS

O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS

COUNTY, TEXAS

10-2-2024

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WASTEWATER EASEMENT
ABANDONMENT (SANITARY SEWER
EASEMENT ABANDONMENT)

PORTION OF LOT 2A, BLOCK A/6828,
RIVERFRONT NORTH ADDITION

JOHN BEEMAN SURVEY, ABSTRACT NO. 209
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn

2500 Pacific Avenue
Suite 1100, Dallas, Texas 75226

FIRM # 10115500

Tel. No. (469) 718-8849

Scale

1" = 40'

Drawn by

LDV

Checked by

JAD

Date

Oct. 2024

Project No.

064316051

Sheet No.

3 OF 3

WATER EASEMENT ABANDONMENT
PORTION OF LOT 2A, BLOCK A/6828,
RIVERFRONT NORTH ADDITION
JOHN BEEMAN SURVEY, ABSTRACT NO. 209
CITY OF DALLAS, DALLAS COUNTY, TEXAS

EASEMENT DESCRIPTION

BEING a 384 square foot (0.0088 acre) tract of land situated in the John Beeman Survey, Abstract No. 209, City of Dallas, Dallas County, Texas and being a portion of Lot 2A, Block A/6828, Riverfront North Addition, an addition to the City of Dallas, recorded in Instrument No. 202300157760, Official Public Records, Dallas County, Texas, and being a portion of the remainder of a called 3.542 acre tract of land described in Special Warranty Deed to 505 Riverfront, Ltd., recorded in Instrument No. 201300081146 of said Official Public Records, and being all of an existing Water Easement recorded in said Riverfront North Addition, and being more particularly described as follows:

COMMENCING at an "X" cut in concrete found for the west end of a corner clip of the southeast right-of-way line of Continental Avenue (a variable width right-of-way, recorded in Volume 5, Page 5, Map Records, Dallas County, Texas) and the southwest right-of-way line of Trinity Max Drive (a 66-foot wide right-of-way, recorded in said Riverfront North Addition), and being the most westerly north corner of said Lot 2A;

THENCE departing said southeast right-of-way line of Continental Avenue, with said corner clip and the north line of said Lot 2A, South 77°33'55" East, a distance of 14.14 feet to an "X" cut in concrete found for the east end of said corner clip, and being the most easterly north corner of said Lot 2A;

THENCE with said southwest right-of-way line of Trinity Max Drive and the northeast line of said Lot 2A, South 32°33'55" East, a distance of 10.00 feet to a point for corner in the southeast line of an existing Sanitary Sewer and Water Easement recorded in Volume 78157, Page 2039, Deed Records, Dallas County, Texas;

THENCE departing said southwest right-of-way line of Trinity Max Drive and said northeast line of Lot 2A, over and across said Lot 2A, with said southeast line of the existing Sanitary Sewer and Water Easement, South 57°26'05" West, a distance of 152.55 feet to a point for the north corner of said Water Easement (Instrument No. 202300157760) said point also being the **POINT OF BEGINNING**;

THENCE departing said south line of the existing Sanitary Sewer and Water Easement, continuing over and across said Lot 2A with the northeast and southeast lines of said Water Easement (Instrument No. 202300157760), the following courses and distances:

South 32°33'55" East, a distance of 14.00 feet to a point for corner;

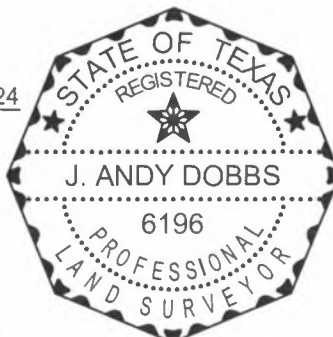
South 57°26'05" West, a distance of 27.45 feet to a point for the south corner of said Water Easement (Instrument No. 202300157760), in said southeast line of the existing Sanitary Sewer and Water Easement;

(CONTINUED ON SHEET 2)



10-2-2024

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(For SPRG use only)

Reviewed By: M.M.

Date: 10.02.2024

SPRG NO: 6716

Kimley»Horn

2500 Pacific Avenue
Suite 1100, Dallas, Texas 75226

FIRM # 10115500

Tel. No. (469) 718-8849

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV	JAD	Oct. 2024	064316051	1 OF 3

WATER EASEMENT ABANDONMENT
PORTION OF LOT 2A, BLOCK A/6828,
RIVERFRONT NORTH ADDITION
JOHN BEEMAN SURVEY, ABSTRACT NO. 209
CITY OF DALLAS, DALLAS COUNTY, TEXAS

(CONTINUED FROM SHEET 1)

THENCE with said southeast lines of the existing Sanitary Sewer and Water Easement and the southwest and northwest lines of said Water Easement (Instrument No. 202300157760), continuing over and across said Lot 2A, the following courses and distances:

North 32°33'55" West, a distance of 14.00 feet to a point for corner;

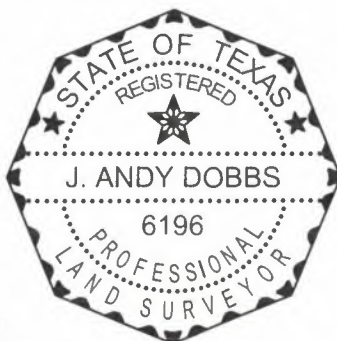
North 57°26'05" East, a distance of 27.45 feet to the **POINT OF BEGINNING** and containing 384 square feet or 0.0088 acres of land.

Bearing system based on the State Plane Coordinate System, North Central Zone (4202), Texas North American Datum of 1983. (2011)



10-2-24

J. ANDY DOBBS
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(For SPRG use only)

Reviewed By: M.M.

Date: 10.08.2024

SPRG NO: 6716

Kimley»Horn

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Suite 1100, Dallas, Texas 75226

FIRM # 10115500

Tel. No. (469) 718-8849

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	LDV/JZ	JAD	Oct. 2024	064316051	2 OF 3



(For SPRG use only)

Reviewed By: M.M.Date: 10.08.2024SPRG NO: 6716

PART 1

D.P.&L. & S.W.B.T.C.

EASEMENT

VOL. 82041, PG. 1278

D.R.D.C.T.

CONTINENTAL AVENUECENTERLINE (A VARIABLE WIDTH RIGHT-OF-WAY)
(VOL. 5, PG. 5 - M.R.D.C.T.)SANITARY SEWER AND
WATER EASEMENT
VOL. 77214, PG. 714
D.R.D.C.T.N32°33'55"W
14.00'**0.0088 ACRES
384 SQ. FT.**N57°26'05"E
27.45'**P.O.B.****P.O.C.**

XF(CM)

S77°33'55"E
14.14'

XF(CM)

1/2" IRF

S57°26'05"W 152.55'

S32°33'55"E
14.00'S57°26'05"W
27.45'WATER EASEMENT
INST. NO. 202300157760
O.P.R.D.C.T.SANITARY SEWER AND WATER
EASEMENT
VOL. 78157, PG. 2039
D.R.D.C.T.JOHN BEEMAN SURVEY,
ABSTRACT NO. 209LOT 2A, BLOCK A/6828
RIVERFRONT NORTH ADDITION
INST. NO. 202300157760
O.P.R.D.C.T.REMAINDER OF
CALLED 3.542 ACRES
505 RIVERFRONT, LTD.
INST. NO. 201300081146
O.P.R.D.C.T.WATER AND WASTEWATER
EASEMENT
VOL. 95018, PG. 2941
D.R.D.C.T.CALLED 1.909 ACRES
505 RIVERFRONT, LTD.
INST. NO. 201300363477
O.P.R.D.C.T.**TRINITY MAX DRIVE**
(A 66' WIDE RIGHT-OF-WAY)
(INST NO. 202300157760 - O.P.R.D.C.T.)

CENTERLINE

A PORTION OF LOT 2, BLOCK A/6828
CONTINENTAL TERRACE
VOL. 77074, PG. 1194
M.R.D.C.T.**LEGEND**

P.O.C. = POINT OF COMMENCING

P.O.B. = POINT OF BEGINNING

CM = CONTROLLING MONUMENT


IRF = IRON ROD FOUND

XF = "X" CUT IN CONCRETE FOUND

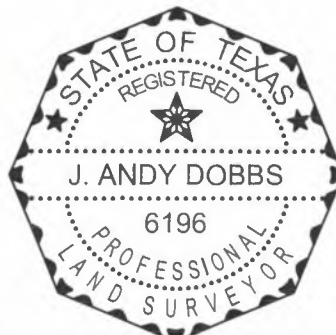
SQ. FT. = SQUARE FEET

M.R.D.C.T. = MAP RECORDS OF DALLAS COUNTY, TEXAS

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O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS
COUNTY, TEXAS**NOTES**Bearing system based on the State Plane
Coordinate System, North Central Zone (4202),
Texas North American Datum of 1983. (2011)


10-2-2024
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**WATER EASEMENT ABANDONMENT**

PORTION OF LOT 2A, BLOCK A/6828,

RIVERFRONT NORTH ADDITION

JOHN BEEMAN SURVEY,

ABSTRACT NO. 209

CITY OF DALLAS, DALLAS COUNTY, TEXAS

Kimley»Horn2500 Pacific Avenue
Suite 1100, Dallas, Texas 75226

FIRM # 10115500

Tel. No. (469) 718-8849

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	LDV/JZ	JAD	Oct. 2024	064316051	3 OF 3



Agenda Information Sheet

File #: 25-1047A

Item #: 15.

STRATEGIC PRIORITY: Core
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 11
DEPARTMENT: Department of Facilities and Real Estate Management
EXECUTIVE: Donzell Gipson

SUBJECT

An ordinance abandoning a water easement and a utility easement to Underwood Family Enterprises, Ltd., the abutting owner, containing a total of approximately 6,672 square feet of land, located near the intersection of Arapaho and Coit Roads; and providing for the dedication of approximately 5,628 square feet of land needed for a water easement - Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a water easement and a utility easement to Underwood Family Enterprises, Ltd., the abutting owner, containing a total of approximately 6,672 square feet of land. The areas will be included with the property of the abutting owner to construct a retail development. The owner will dedicate a total of approximately 5,628 square feet of land needed for a water easement. The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: General Fund \$11,150.00, plus the \$20.00 ordinance publication fee

OWNER/EXECUTIVE(S)

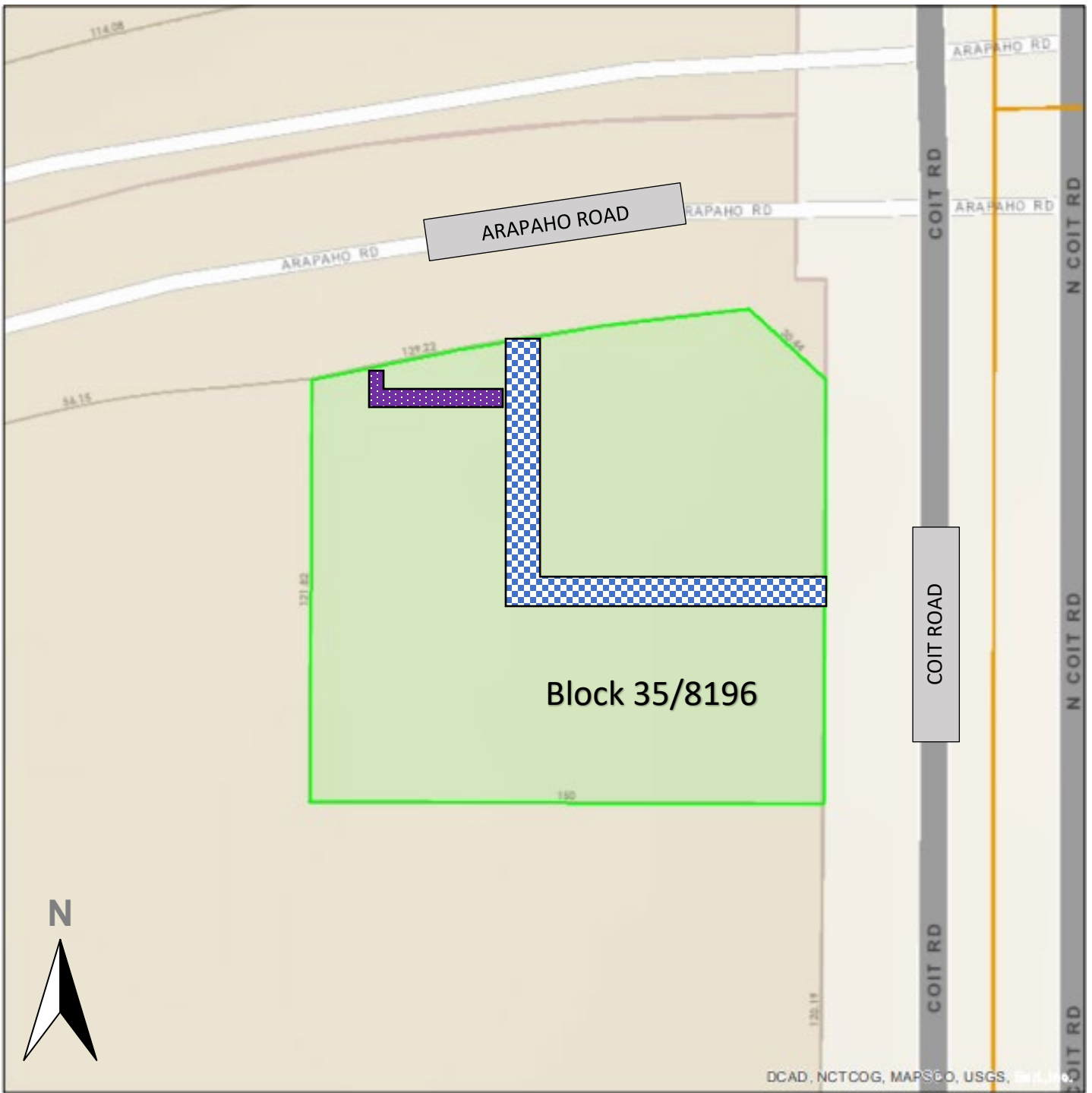
Underwood Family Enterprises, Ltd.

Underwood Spanish Village Management, L.L.C.

George M. Underwood III, President

MAP

Attached

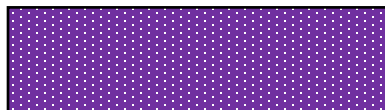


COUNCIL MAP

Abandonment Areas:



Utility Easement



Water Easement

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a water easement and a utility easement located in City Block 35/8196 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Underwood Family Enterprises, Ltd.; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of a new easement to the City of Dallas and the relocation of existing facilities; providing for the indemnification of the City of Dallas against damages arising out of the abandonments herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Underwood Family Enterprises, Ltd., a Texas limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth;

Now, Therefore,

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

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tracts of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **ELEVEN THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$11,150.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10 and 11 the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tracts or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, future effective date, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund, Fund 0001, Department FRM, Balance Sheet 0519 and Department of Facilities and Real Estate Management shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund, Fund 0001, Department FRM, Unit 1181, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund, Fund 0625, Department BMS, Unit 8888, Revenue Code 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and

SECTION 8. (continued)

(f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall cut and plug existing water and wastewater mains via Engineering drawings and private development contract. New water mains to be relocated into a new easement dedicated via plat. Existing wastewater main in Coit Road to be used for new connection.

SECTION 10. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said water easement and utility easement; shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easement, to be provided by **GRANTEE** and acceptable to the Director of Planning and Development Department, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Planning and Development Department; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Planning and Development Department. **GRANTEE** will grant the new easement at no cost consideration to the City and all work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Planning and Development Department. Failure to relocate to the new easement in accordance with the terms of this section shall render this ordinance null and void and of no further effect.

SECTION 11. That as a condition of this abandonment and relinquishment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall record a final replat of adjoining properties within one year after passage of this ordinance showing the dedication of not less than 5,628 square feet for a water easement in City Block 35/8196 satisfactory to the Director of Department of Planning and Development. This final replat shall be recorded by **GRANTEE** in the Deed Records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas. Failure to record a final replat in accordance with the terms of this section shall render this ordinance null and void, and of no further effect. Further, the final replat shall be filed with the

SECTION 11. (continued)

Department of Facilities and Real Estate Management of the City of Dallas before a certified copy of this ordinance shall be delivered to **GRANTEE**.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Facilities and Real Estate Management, or designee. Upon receipt of the monetary consideration set forth in Sections 2 and the recording of the final replat as set forth in Section 11, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Facilities and Real Estate Management, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Department of Facilities and Real Estate Management, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 13. That this ordinance is also designated for City purposes as Contract No. FRM-2024-00026043 .

SECTION 14. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
TAMMY L. PALOMINO,
City Attorney

JOHN JOHNSON, Director
Department of Facilities and Real Estate
Management

BY 
Assistant City Attorney

BY 
For Assistant Director

Passed _____.

**WATER EASEMENT ABANDONMENT
TRACT C, BLOCK 35/8196
REVISED PLAT RICHARDSON HEIGHTS ESTATES WEST
JOHN BECKNELL SURVEY, ABSTRACT NO. 53
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Being a 859 square foot (0.0197 acres) tract of land situated within the John Becknell Survey, Abstract No. 53, City of Dallas, Dallas County, Texas, being all of a Water Easement as described in the deed to the City of Dallas recorded under Instrument No. 201300311038 of the Official Public Records of Dallas County, Texas and being a portion of Tract C, Block 35/8196 of the plat designated as "a revised plat of Richardson Heights Estates West" recorded in Volume 730, Page 2063 of the Deed Records of Dallas County, Texas and a portion of a tract of land as described in the Correction Warranty Deed to Underwood Family Enterprises, LTD recorded under Instrument No. 202400119250 of said Official Public Records. Said 850 square foot tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch capped iron rod stamped "BOWMAN PROP COR" (CM) found on the south right of way line of Arapaho Road, a variable width right of way, as dedicated on said revised plat of Richardson Heights Estates West and being the south common corner of a called 948 square foot tract of land as described in the deed to the County of Dallas recorded under Instrument No. 200503230357 of the Official Public Records of Dallas County, Texas (Volume 2005023, Page 333 of said Deed Records) and a called 1,849 square foot tract of land as described in the deed to the County of Dallas recorded under Instrument No. 200503230344 of said Official Public Records (Volume 2005023, Page 327 of said Deed Records), from which an "X" cut (CM) found at a re-entrant corner of said called 1,849 square foot tract of land and being on the south right of way line of said Arapaho Road bears NORTH 80 degrees 02 minutes 45 seconds EAST, 129.12 feet;

THENCE SOUTH 82 degrees 36 minutes 01 second WEST, 20.13 feet with the south right of way line of said Arapaho Road to the northwest corner of a 20-foot Utility Easement as shown on the plat of said revised plat of Richardson Heights Estates West;

THENCE SOUTH 00 degrees 45 minutes 44 seconds EAST, 24.10 feet with the west line of said 20-foot Utility Easement to the **POINT OF BEGINNING**;

THENCE the following six (6) calls coincident with the perimeter of said Water Easement:

1. SOUTH 00 degrees 45 minutes 44 seconds EAST, 10.00 feet;
2. SOUTH 89 degrees 15 minutes 10 seconds WEST, 75.93 feet;
3. NORTH 00 degrees 44 minutes 50 seconds WEST, 20.00 feet to a point from which an "X" cut (CM) found on the south right of way line of said Arapaho Road bears NORTH 13 degrees 46 minutes 18 seconds WEST, 1.24 feet, and from which an "X" cut (CM) found at northeast corner of a called 1.3104 acre tract of land recorded under Instrument No. 202100115734 of said Official Public Records bears a chord bearing and distance of SOUTH 77 degrees 59 minutes 53 seconds WEST, 76.89 feet to a capped 1/2-inch iron rod stamped "BOWMAN PROP COR" found (CM) and a chord bearing and distance of SOUTH 80 degrees 21 minutes 00 seconds WEST, 67.70 feet;
4. NORTH 89 degrees 15 minutes 10 seconds EAST, 10.00 feet;
5. SOUTH 00 degrees 44 minutes 50 seconds EAST, 10.00 feet;
6. NORTH 89 degrees 15 minutes 10 seconds EAST, 65.93 feet to the **POINT OF BEGINNING**, containing 859 square feet (0.0197 acres).

(For SPRG use only)

Reviewed By: M.M.
Date: 10.01.2024
SPRG NO.: 6755

WATER EASEMENT ABANDONMENT
TRACT C, BLOCK 35/8196
REVISED PLAT RICHARDSON HEIGHTS ESTATES WEST
JOHN BECKNELL SURVEY, ABSTRACT NO. 53
CITY OF DALLAS, DALLAS COUNTY, TEXAS

NOTES:

1. Basis of Bearings: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. A plat of same date accompanies this legal description.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Bowman Consulting Group, Ltd.**

By: _____

Surveyor's Name: Jonathan E. Cooper
Registered Professional Land Surveyor
Texas No. 5369

Date of Survey: February 13, 2024
Water Abandonment Area
Texas Firm No. 10120600



(For SPRG use only)

Reviewed By: MM

Date: 10.01.2024

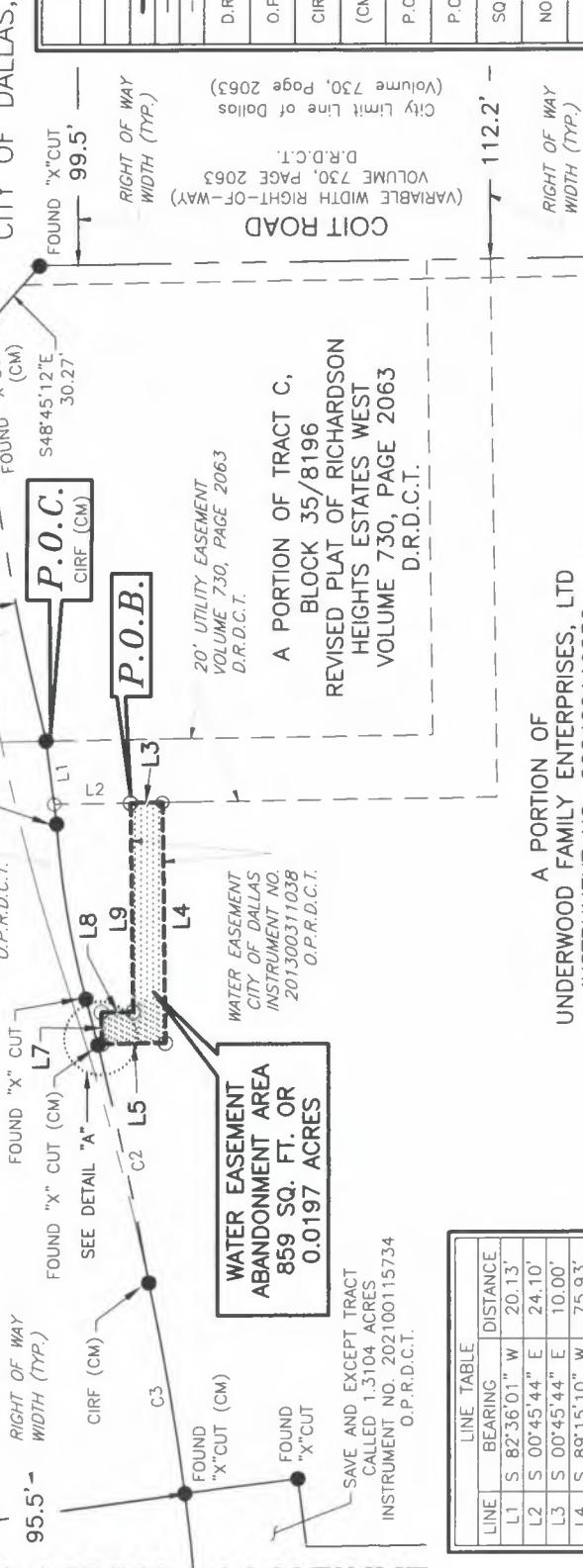
SPRG NO.: 6755

(FOR SPRG USE ONLY)
REVIEWED BY: M.M.
DATE: 10.01.2024
SPRG NO.: 6755

CALLLED 1,849 SQUARE FEET
COUNTY OF DALLAS
INSTRUMENT NO. 200503230344
(VOLUME 2005023, PAGE 327)
O.P.R.D.C.T.
CALLLED 948 SQUARE FEET
COUNTY OF DALLAS
INSTRUMENT NO. 200503230357
(VOLUME 2005023, PAGE 333)
O.P.R.D.C.T.

ARAPAHO ROAD
(VARIABLE WIDTH RIGHT-OF-WAY)
VOLUME 730, PAGE 2063
D.R.D.C.T.

WATER EASEMENT ABANDONMENT
TRACT C, BLOCK 35/8196
REVISED PLAT OF RICHARDSON
HEIGHTS ESTATES WEST
JOHN BECKNELL SURVEY, ABSTRACT NO. 53
CITY OF DALLAS, DALLAS COUNTY, TEXAS



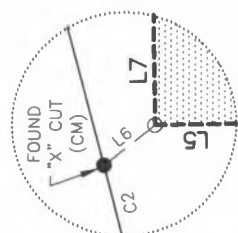
LINE TABLE			
LINE	BEARING	DISTANCE	
L1	S 82°36'01" W	20.13'	
L2	S 00°45'44" E	24.10'	
L3	S 00°45'44" E	10.00'	
L4	S 89°15'10" W	75.93'	
L5	N 00°44'50" W	20.00'	
L6	N 13°46'18" W	1.24'	
L7	N 89°15'10" E	10.00'	
L8	S 00°44'50" E	10.00'	
L9	N 89°15'10" E	65.93'	

CURVE TABLE			
CURVE	RADIUS	DELTA ANGLE	CHORD LENGTH
C1	967.35'	07°39'12" (RT)	129.22'
C2	990.81'	04°26'42" (RT)	76.89'
C3	820.00'	04°43'54" (RT)	67.70'



QT SOUTH, LLC

1120 NORTH INDUSTRIAL BOULEVARD
EULESS, TEXAS 76039



WATER EASEMENT ABANDONMENT	
A PORTION OF TRACT C, BLOCK 35/8196, RICHARDSON HEIGHTS ESTATES WEST	
CITY OF DALLAS, DALLAS COUNTY, TEXAS	
AREA: 859 SQUARE FEET	CAD FILE: 9896-WATER EASEMENT ABANDONMENT_R2.DWG
JOB NO. 210219-01-001	DRAWN BY: RBM
DATE: FEBRUARY 13, 2024	PAGE 3 OF 3
SCALE: 1"=60'	

BOWMAN CONSULTING GROUP, LTD. 1200 WEST MAGNOLIA AVENUE, SUITE 300 FORT WORTH, TEXAS 76104 214-484-8586 TBP/SL# 10120600

LEGEND	
●	MONUMENT (AS NOTED)
○	CALCULATED POINT
---	PROPOSED EASEMENT LINE
---	PROPERTY LINE
---	EXISTING EASEMENT LINE
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
CIRF	CAPPED IRON ROD FOUND "BOWMAN PROP COR"
(CM)	CONTROLLING MONUMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SQ. FT.	SQUARE FEET
NO.	NUMBER
TYP.	TYPICAL

NOTES

1. BASIS OF BEARINGS: STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT REALIZATION 2011.
2. SEE ATTACHED LEGAL DESCRIPTION OF EVEN DATE.



JONATHAN E. COOPER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5369

**UTILITY EASEMENT ABANDONMENT
TRACT C, BLOCK 35/8196
REVISED PLAT RICHARDSON HEIGHTS ESTATES WEST
JOHN BECKNELL SURVEY, ABSTRACT NO. 53
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Being a 5,813 square foot (0.13355 acres) tract of land situated within the John Becknell Survey, Abstract No. 53, City of Dallas, Dallas County, Texas, being all of a 20-foot Utility Easement as shown on the plat designated as "a revised plat of Richardson Heights Estates West" recorded in Volume 730, Page 2063 of the Deed Records of Dallas County, Texas, being a portion of Tract C, Block 35/8196 of said Revised Plat Richardson Heights Estates West and a portion of a tract of land as described in the Correction Warranty Deed to Underwood Family Enterprises, LTD recorded under Instrument No. 202400119250 of the Official Public Records of Dallas County, Texas. Said 5,813 square foot tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch capped iron rod stamped "BOWMAN PROP COR" found at the south common corner of a called 948 square foot tract of land as described in the Special Warranty Deed to the County of Dallas recorded under Instrument No. 200503230357 of said Official Public Records and a called 1,849 square foot tract of land as described in the Special Warranty Deed to the County of Dallas recorded under Instrument No. 200503230344 of said Official Public Records, being on the south right of way line of Arapaho Road, a variable width right of way, as dedicated on said revised plat of Richardson Heights Estates West, from which an "X" cut (CM) found at a re-entrant corner of said called 1,849 square foot tract of land bears NORTH 80 degrees 02 minutes 45 seconds EAST, 129.12 feet;

THENCE SOUTH 00 degrees 45 minutes 44 seconds EAST, 121.95 feet with the east line of said 20-foot Utility Easement;

THENCE NORTH 89 degrees 14 minutes 16 seconds EAST, 149.88 feet with the north line of said 20-foot Utility Easement to the west right of way line of Coit Road, a variable width right of way, as shown on said revised plat of Richardson Heights Estates West;

THENCE SOUTH 00 degrees 43 minutes 43 seconds EAST, 20.00 feet to the southeast corner of said 20-foot Utility Easement, from which a 1/2-inch capped iron rod stamped "RPLS 5810" (CM) found at the northeast corner of Tract D of said revised plat of Richardson Heights Estates West bears SOUTH 00 degrees 43 minutes 43 seconds EAST, 203.04 feet;

THENCE SOUTH 89 degrees 14 minutes 16 seconds WEST, 169.87 feet with the south line of said 20-foot Utility Easement;

THENCE NORTH 00 degrees 45 minutes 44 seconds WEST, 139.62 feet with said 20-foot Utility Easement returning to the south right of way line of said Arapaho Road, from which a "MAG NAIL" found (CM) at the beginning of non-tangent curve to the left, bears SOUTH 82 degrees 36 minutes 01 seconds WEST, 6.26 feet;

THENCE NORTH 82 degrees 36 minutes 016 seconds EAST, 20.00 feet along the south right of way line of said Arapaho Road to the **POINT OF BEGINNING**, containing 5,813 square feet (0.1335 acres).

NOTES:

(For SPRG use only)

Reviewed By: M.M.

Date: 10.01.2024

SPRG NO.: 6756

UTILITY EASEMENT ABANDONMENT
TRACT C, BLOCK 35/8196
REVISED PLAT RICHARDSON HEIGHTS ESTATES WEST
JOHN BECKNELL SURVEY, ABSTRACT NO. 53
CITY OF DALLAS, DALLAS COUNTY, TEXAS

1. Basis of Bearings: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.
2. A plat of same date accompanies this legal description.

* SURVEYOR'S CERTIFICATE *

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Bowman Consulting Group, LTD.**

By: _____

Surveyor's Name: Jonathan E. Cooper
Registered Professional Land Surveyor
Texas No. 5369

Date of Survey: February 13, 2024
Utility Easement Abandonment Area
Texas Firm No. 10120600



(For SPRG use only)

Reviewed By: M.M.

Date: 12.01.2024

SPRG NO.: 6756

(FOR SPRG USE ONLY)

REVIEWED BY: M.M.

DATE: 10.01.2024

SPRG NO.: 6756

CALLLED 948 SQUARE FEET
COUNTY OF DALLAS
INSTRUMENT NO. 200503230357
(VOLUME 2005023, PAGE 333)
O.P.R.D.C.T.

RIGHT OF WAY
WIDTH (TYP.)

WATER EASEMENT
CITY OF DALLAS
INSTRUMENT NO.
201300311038
O.P.R.D.C.T.

SAVE AND EXCEPT TRACT
CALLED 1.5104 ACRES
INSTRUMENT NO. 202100115734
O.P.R.D.C.T.

Line Table

Line #	Bearing	Distance
L1	S00°45'44"E	121.95'
L2	S00°43'43"E	20.00'
L3	N00°45'44"W	139.62'
L4	N82°36'01"E	20.13'
L5	S82°36'01"W	6.26'

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	129.22'	967.35'	07°39'12"	N80°02'45"E	129.12'



QT SOUTH, LLC

1120 NORTH INDUSTRIAL BOULEVARD
EULESS, TEXAS 76039

20' UTILITY EASEMENT ABANDONMENT

A PORTION OF TRACT C, BLOCK 35/8196, RICHARDSON HEIGHTS ESTATES WEST

CITY OF DALLAS, DALLAS COUNTY, TEXAS

AREA: 5,813 SQUARE FEET

JOB NO. 210359/QT STORE NO. 1910

DATE: FEBRUARY 13, 2024

CAD FILE: 9896 - 08-1910 UTILITY EASEMENT ABANDONMENT AREA R5.DWG

DRAWN BY: RAH

PAGE 3 OF 3

SCALE: 1"=80'

BOWMAN CONSULTING GROUP, LTD.

1200 WEST MAGNOLIA AVENUE, SUITE 300 FORT WORTH, TEXAS 76104

214-484-8586 TBP/LS# 10120600

SCALE IN FEET



SCALE IN FEET

JONATHAN E. COOPER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5369

UTILITY EASEMENT ABANDONMENT

TRACT C, BLOCK 35/8196

REVISED PLAT RICHARDSON HEIGHTS ESTATES WEST
JOHN BECKNELL SURVEY, ABSTRACT NO. 53
CITY OF DALLAS, DALLAS COUNTY, TEXAS

LEGEND

●	MONUMENT (AS NOTED)
○	CALCULATED POINT
---	PROPOSED EASEMENT LINE
---	PROPERTY LINE
---	EXISTING EASEMENT LINE
D.R.D.C.T.	DEED RECORDS DALLAS COUNTY TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DALLAS COUNTY TEXAS
CIRF	CAPPED IRON ROD FOUND "BOWMAN PROP COR"
(CM)	CONTROLLING MONUMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
SQ. FT.	SQUARE FEET
NO.	NUMBER
TYP.	TYPICAL

NOTES

1. BASIS OF BEARINGS: STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, NORTH AMERICAN DATUM OF 1983. ADJUSTMENT REALIZATION 2011.
2. SEE ATTACHED LEGAL DESCRIPTION OF EVEN DATE.



80' 40' 80'

80' 40' 80'

80' 40' 80'



Agenda Information Sheet

File #: 25-1043A

Item #: 16.

STRATEGIC PRIORITY: Core
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): Citywide
DEPARTMENT: Department of Information and Technology Services
EXECUTIVE: Donzell Gipson

SUBJECT

Authorize a two-year master services price agreement for the purchase of various software including perpetual, fixed term, subscription and software as a service, software maintenance, support, implementation, and other services with Presidio Networked Solutions Group LLC for the Department of Information and Technology Services through the Texas Department of Information Services cooperative agreement - Not to exceed \$1,421,487.24 - Financing: Data Services Fund (subject to annual appropriations)

BACKGROUND

This action does not encumber funds; the purpose of a master services price agreement is to establish firm pricing for goods and services, for a specific term, which are ordered on an as needed basis according to annual budgetary appropriations. The estimated amount is intended as guidance rather than a cap on spending under the agreement, so that actual need combined with the amount budgeted will determine the amount spent under this agreement.

This master services price agreement will allow for the continuous purchase of various software including perpetual, fixed term, subscription and software as a service, software maintenance, support, and implementation, and other services to be used on or accessed by City workstations, mobile devices, and servers. The City uses these various software solutions for specific departments and citywide to support customer relationship management, business process management, infrastructure monitoring, graphic design, digital communications, business intelligence, reporting, system operations, and project management efforts.

This master services price agreement allows the City to acquire vendor implementation services, proving efficiencies in implementing new software solutions. These services include but may not be limited to the configuration of the software, development of interfaces, professional services related to the deployment of the software solution and end user training. Purchases through the Department of Information Resources (DIR) cooperative agreement program is necessary to allow Information Technology Services Department greater flexibility to address the growing needs for technology

within the City and to continue to quickly address cybersecurity and compliance efforts on an ongoing basis.

The DIR is authorized by Chapter 2054 of the Texas Government Code and Section 2054.0565 gives explicit authority for a political subdivision of the State to use a DIR contract. Subchapter F, Chapter 271 of Texas Local Government Code authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 24, 2018, the City Council authorized a master agreement for the purchase of various software including perpetual, fixed term, subscription and software as a service, software maintenance, support, and implementation services with SHI Government Solutions, Mobile Wireless, LLC, and Carahsoft Technology Corporation, for five years through the Department of Information Resources by Resolution No. 18-1518.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Data Services Fund	\$710,743.62	\$710,743.62	\$0.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Procurement Category	M/WBE Goal
\$1,421,487.24	Other Services	N/A
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
N/A	N/A	N/A
<ul style="list-style-type: none"> The Business Inclusion and Development Policy does not apply to Cooperative Purchasing Agreements. 		
<ul style="list-style-type: none"> Presidio Networked Solutions Group, LLC - Local; Workforce - 0.00% Local 		

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Cooperative Purchasing Agreement	<ul style="list-style-type: none">• Cooperative purchasing agreements enable the City to associate with State agencies, other local governments, or local cooperative organizations comprised of other state and local governments, to leverage market buying power and enable the City to purchase goods or services at lower prices• The cooperative purchasing agreement is an alternative method of meeting the requirements for competitive bidding or competitive sealed proposals, not an exception from that requirement
----------------------------------	---

OWNER/EXECUTIVE**Presidio Networked Solutions Group, LLC**

770 Las Colinas Ridge Suite 600

Irving, TX 75063

Bob Cagnazzi, Chairman of the Board / Chief Executive Officer

April 9, 2025

WHEREAS, on October 24, 2018, the City Council authorized a master agreement for the purchase of various software including perpetual, fixed term, subscription and software as a service, software maintenance, support, and implementation services with SHI Government Solutions, Mobile Wireless, LLC, and Carahsoft Technology Corporation, for five years through the Department of Information Resources, in a total estimated amount of \$6,152,763.50, by Resolution No. 18-1518.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a two-year master services price agreement for the purchase of various software including perpetual, fixed term, subscription and software as a service, software maintenance, support, implementation, and other services with Presidio Networked Solutions Group LLC (VS0000012547) for the Department of Information and Technology Services through the Texas Department of Information Services cooperative agreement, in an amount not to exceed \$1,421,487.24.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,421,487.24 (subject to annual appropriations) to Presidio Networked Solutions Group LLC from Master Services Agreement Contract No. DSV-2024-00025485.

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



Agenda Information Sheet

File #: 25-1048A

Item #: 17.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): Citywide
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

An ordinance amending the list of standards, criteria, and requirements of which all street paving, storm drainage, bridge, and culvert design and construction must comply in Section 51A-8.601(b) of the Dallas City Code - Financing - This action has no cost consideration to the City

BACKGROUND

- There are no previous code amendments.
- On November 15, 2024, the Audit of Compliance with City Code Section 51A-8.601 (b) recommended that the Planning and Development Department review the documents in this section and process and update the documents.
- In response to the Audit of Compliance, the Planning and Development Department has agreed to:
 1. Implement a summary checklist to document the review and conformance of each infrastructure design and construction project with applicable General Standards.
 2. Review and update the requirements listed in the General Standards, in collaboration with the City Attorney's Office.
 3. Communicate to the public and developers the General Standards requirements, their applicability, location, and how to access the location of the requirements; and
 4. Implement a written procedure with work instructions on performing an annual review and updating the requirements listed in the General Standards.

The code currently states:

Section 51A-8.601. General Standards.

- (a) Infrastructure design and construction for water and wastewater mains must comply with Chapter 49 of the Dallas City Code, as amended, and all other applicable requirements of the water utilities department. All other infrastructure design and construction must comply with this section.
- (b) All street paving, storm drainage, bridge, and culvert design and construction must conform to the standards, criteria, and requirements of the following, as they may from time to time be amended by those responsible for their promulgation, except that the design criteria in effect on the date the commission approves the preliminary plat must be used to design the infrastructure.
 - (1) The Thoroughfare Plan for the city of Dallas.
 - (2) The Central Business District Streets and Vehicular Circulation Plan.
 - (3) The Long-Range Physical Plan for Parks and Recreational Facilities.
 - (4) The Street Design Manual of the city of Dallas.
 - (5) The storm drainage policy of the city of Dallas.
 - (6) The Drainage Design Manual of the city of Dallas.
 - (7) The Plan Development Checklist of the department.
 - (8) The Standard Construction Details of the department of public works.
 - (9) The Texas Uniform Traffic Control Device Manual.
 - (10) The Dallas Central Business District Pedestrian Facilities Plan.
 - (11) The most recently adopted Dallas Bike Plan.
 - (12) The City of Dallas Planning Policies.
 - (13) All other codes and ordinances of the city of Dallas.
- (c) If the infrastructure construction is not included in a city-approved private development contract within two years from the preliminary plat approval date, then the infrastructure must be redesigned using the most current criteria. (Ordinance Nos. 20092; 21186; 23384; 25047; 28073; 28424; 30239; 30654; 31314)

After some research it was found that the origin of the City Code Section 51A-8.601 (b), *General Standards* list of documents and the purpose of the list was not clear. It was also not clear if the list of 13 items is complete, up-to-date, adequate, and applicable to reviews done by the Planning and Development Department.

Furthermore, there was no single location for the 13 documents where the public, developers and professional engineers can locate and review the standards and requirements they are asked to conform with.

In addition, the list includes several vaguely titled items that the Planning and Development Department's staff were unable to identify at all.

Coordination was done between various departments, including Department of Transportation and Public Works and Dallas Water Utilities Department - Floodplain Management to evaluate the current list of these documents. Upon coordination with various stakeholders, it was determined some of the documents have been merged into other documents and some are redundant.

Recommendations:

Based on the above evaluation and review of the code and coordination with internal stakeholders, and to comply with Audit recommendations, the following updated list is recommended for Section 51A-8.601(b) General Standards:

- (1) The Thoroughfare Plan for the City of Dallas with the latest amendments.
- (2) The Central Business District Streets and Vehicular Circulation Plan with the latest amendments.
- (3) The Long-Range Physical Plan for Parks and Recreational Facilities.
- (4) The Street Design Manual of the city of Dallas.
- (5) The Drainage Design Manual of the city of Dallas.
- (6) Drainage/Paving and Traffic Engineering Checklists of Planning and Development Department.
- (7) The Standard Construction Details of the department of public works.
- (8) The Texas Uniform Traffic Control Device Manual.
- (9) The most recently adopted Dallas Bike Plan.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 20, 2025, the Subdivision Review Committee by unanimous vote recommended adoption of the proposed amendments.

On March 6, 2025, the City Plan Commission by unanimous vote recommended adoption of the proposed amendments.

April 9, 2025, Planning and Development Department recommends City Council adoption of the proposed amendments.

FISCAL INFORMATION

No cost consideration to the City.

ORDINANCE NO. _____

An ordinance amending Chapter 51A, “Dallas Development Code: Ordinance No. 19455, as amended,” of the Dallas City Code by amending Section 51A-8.601; providing an updated list of standards, criteria, and requirements of which all street paving, storm drainage, bridge, and culvert design and construction must comply; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date. Now, Therefore,

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

SECTION 1. That Subsection (b) of Section 51A-8.601, “General Standards,” of Division 51A-8.600, “Infrastructure Design and Construction,” of Article VIII, “Plat Regulations,” of Chapter 51A, “Dallas Development Code: Ordinance No. 19455, as amended,” of the Dallas City Code is amended to read as follows:

“(b) All street paving, storm drainage, bridge, and culvert design and construction must conform to the standards, criteria, and requirements of the following, as they may from time to time be amended by those responsible for their promulgation, except that the design criteria in effect on the date the commission approves the preliminary plat must be used to design the infrastructure.

- (1) The Thoroughfare Plan for the city of Dallas, as amended.
- (2) The Central Business District Streets and Vehicular Circulation Plan, as amended.
- (3) The Long Range Physical Plan for Parks and Recreational Facilities.
- (4) The Street Design Manual of the city of Dallas.
- (5) ~~[The storm drainage policy of the city of Dallas.~~
- ~~(6)]~~ The Drainage Design Manual of the city of Dallas.

(6[7]) The latest version of the Drainage, Paving, and Traffic Engineering Checklist of the planning and development department [~~Plan Development Checklist of the department~~].

(7[8]) The Standard Construction Details of the department of transportation and public works.

(8[9]) The Texas Uniform Traffic Control Device Manual, as amended.

[~~(10) The Dallas Central Business District Pedestrian Facilities Plan.~~]

(9[11]) The most recently adopted Dallas Bike Plan.

[~~(12) The City of Dallas Planning Policies.~~]

(13) ~~All other codes and ordinances of the city of Dallas.]”~~

SECTION 5. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000.

SECTION 6. That Chapter 51A of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 7. That any act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced in any action before the amendment or repeal of any ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of any ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if the amended or repealed ordinance, or part thereof, had remained in force.

SECTION 8. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 9. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

TAMMY L. PALOMINO, City Attorney

By _____
Assistant City Attorney

Passed _____



Agenda Information Sheet

File #: 25-776A

Item #: 18.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 3, 4, 9, 10, 11, 12, 13
DEPARTMENT: Department of Transportation and Public Works
EXECUTIVE: Dev Rastogi

SUBJECT

An ordinance amending Chapter 28, "Motor Vehicles and Traffic," of the Dallas City Code by amending Sections 28-44, 28-50, and 28-60 **(1)** designating speed regulations on streets other than expressways and freeways; **(2)** designating school traffic zones; **(3)** designating one-way streets in school zones; **(4)** providing a penalty not to exceed \$200.00; **(5)** providing a saving clause; **(6)** providing a severability clause; and **(7)** providing an effective date - Financing: This action has no cost consideration to the City (see Fiscal Information)

BACKGROUND

The Texas Department of Transportation (TxDOT) conducted a speed study and has determined the posted speed limit signs require updating to reduce the speed limit on a portion of State Highway 289/Preston Road from Arapaho Road to Prestondell Drive. It is necessary to amend Chapter 28, "Motor Vehicles and Traffic," of the Dallas City Code to reflect the changes that are a result of the TxDOT study.

Additionally, engineering studies have been conducted at the locations identified below, and it is recommended that the appropriate sections of the Dallas City Code be amended to reflect changes in school zone locations and one-way streets in school zones.

The below changes identify the additions and deletions to Section 28-44:

SEC. 28-44 STREETS OTHER THAN EXPRESSWAYS AND FREEWAYS. ADDITIONS (MPH Varies)

Street Name, Extent, Council District, Speed (MPH), Cause

- **Street**-Preston Road, **Extent**-The north city limits to Arapaho Road, **CD**-11, 12, **Speed**-45, **Cause**- Modifying extent of 45 MPH speed limit section in the city code to align with TxDOT speed study results

- **Street**-Preston Road, **Extent**-Arapaho Road to Northwest Highway, **CD**-11, 12, 13, **Speed**-35, **Cause**- Reducing speed limit in the city code to align with TxDOT speed study results

SEC. 28-44 STREETS OTHER THAN EXPRESSWAYS AND FREEWAYS. DELETIONS (MPH Varies)

Street Name, Extent, Council District, Speed (MPH), Cause

- **Street**-Preston Road, **Extent**-The north city limits to 100 feet north of Prestondell Drive, **CD**-11, 13, **Speed**-45, **Cause**- Modifying extent of 45 MPH speed limit section in the city code to align with TxDOT speed study results
- **Street**-Preston Road, **Extent**-Prestondell Drive to Northwest Highway, **CD**-11, 13, **Speed**-35, **Cause**- Adjusting speed limit section in the city code to align with TxDOT speed study results

The below changes identify the additions and deletions to Section 28-50(c):

SEC. 28-50 SPEED IN SCHOOL ZONES; SIGNS; DESIGNATED STREETS ADDITIONS (20 MPH)

Street Name & Block, Extent, Council District, Cause

- **Street**-W. Camp Wisdom Road (7900-8100), **Extent**-130'E. of Eagle Ford Drive to 1025'W. of Eagle Ford Drive, **CD**-3, **Cause**- Add school zone
- **Street**-Hermosa Drive (10100-10400), **Extent**-190'S. of Stevens Street to 150'N. of Fuller Drive, **CD**-9, **Cause**- Clean up city code to reflect actual school zone extents
- **Street**-Winedale Drive (7100), **Extent**-Abrams Road to Walnut Hill Lane, **CD**-10, **Cause**- Clean up city code to reflect actual school zone extents

SEC. 28-50 SPEED IN SCHOOL ZONES; SIGNS; DESIGNATED STREETS DELETIONS (20 MPH)

Street Name & Block, Extent, Council District, Cause

- **Street**-Cummings Avenue/Fifty-First Street (2900-3000), **Extent**-Sunnyvale Street to 80'E. of Bonnie View Road, **CD**-4, **Cause**-Dallas Independent School District (DISD) informed that the school is no longer operational
- **Street**-Hermosa Drive (10100-104 00), **Extent**-190'S. of Stevens Street to 150'S. of Fuller Drive, **CD**-9, **Cause**- Clean up city code to reflect actual school zone extents
- **Street**-Winedale Drive (7100), **Extent**-Abrams Road to Kingsley Road, **CD**-10, **Cause**- Clean up city code to reflect actual school zone extents

The below changes identify deletions to Section 28-60:

SEC. 28-60 ONE-WAY STREETS IN SCHOOL ZONES
DELETIONS

Street Name, Extent, Council District, Direction

- **Street-** Cummings Street, **Extent-** Sunnyvale Street to Bonnie View Road, **CD-4, Direction-** East

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

This action has no cost consideration to the City. Ordinance enforcement of penalty up to \$200.00 may generate additional revenues to the City.

MAPS

Attached

**Changes to City Code
Chapter 28-44
Speed Regulations
Streets Other Than Expressways and Freeways**

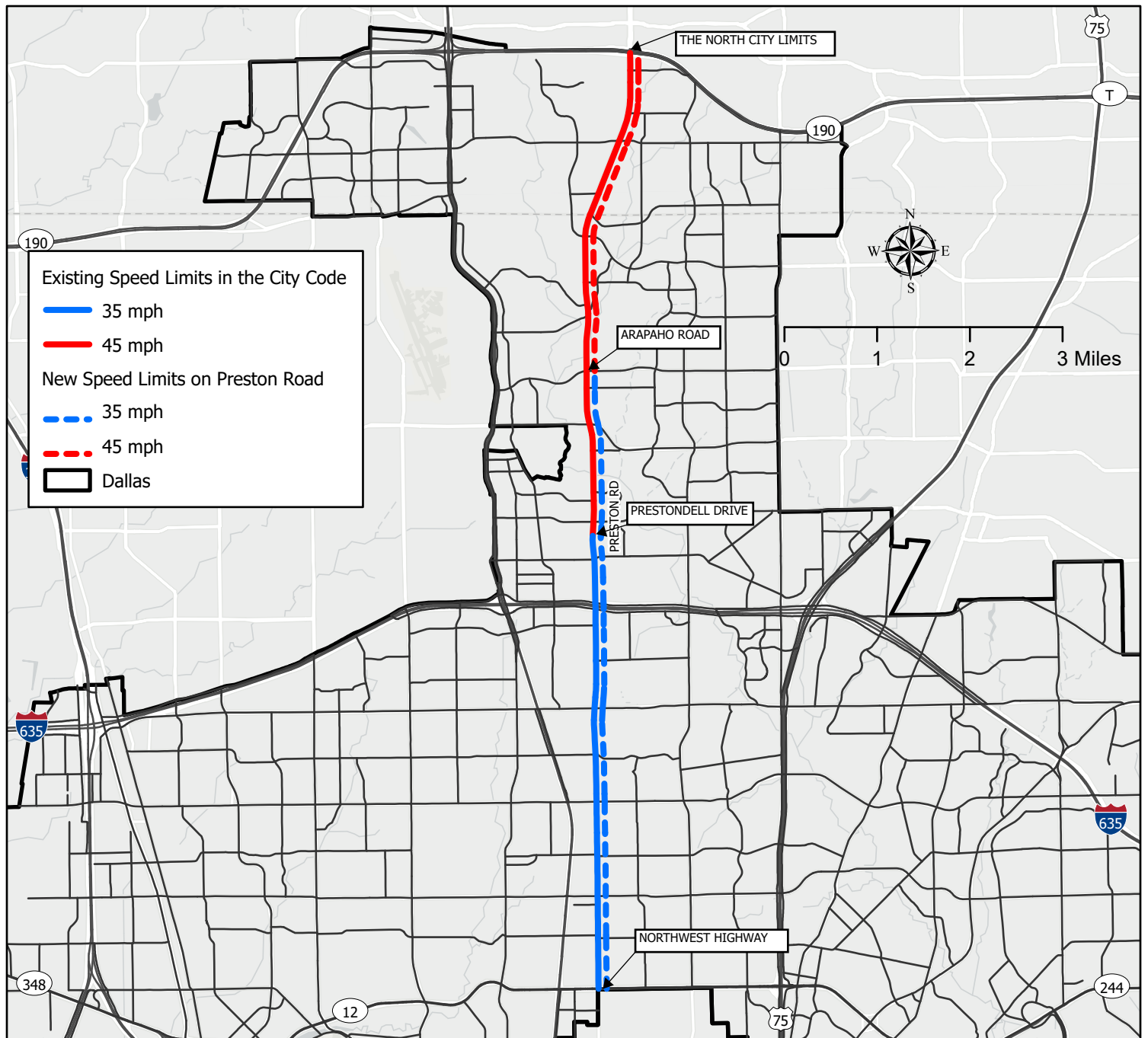
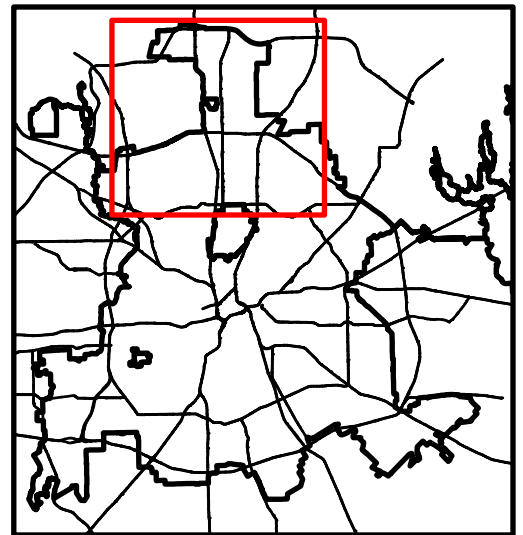
DELETE

STREET	EXTENT	SPEED (MPH)
Preston Road	The north city limits to 100 feet north of Prestondell Drive	45
Preston Road	Prestondell Drive to Northwest Highway	35

ADD

STREET	EXTENT	SPEED (MPH)
Preston Road	The north city limits to Arapaho Road	45
Preston Road	Arapaho Road to Northwest Highway	35

Council District 11, 12, 13



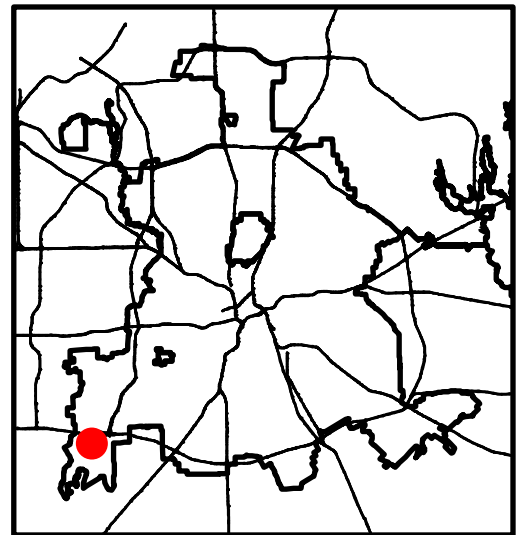


Changes to City Code Chapter 28-50 SCHOOL ZONES

**ADD: 7900-8100 W. Camp Wisdom Road
130'E. of Eagle Ford Drive to 1025'W. of Eagle Ford Drive**

Council District 3

0 300 600 Feet



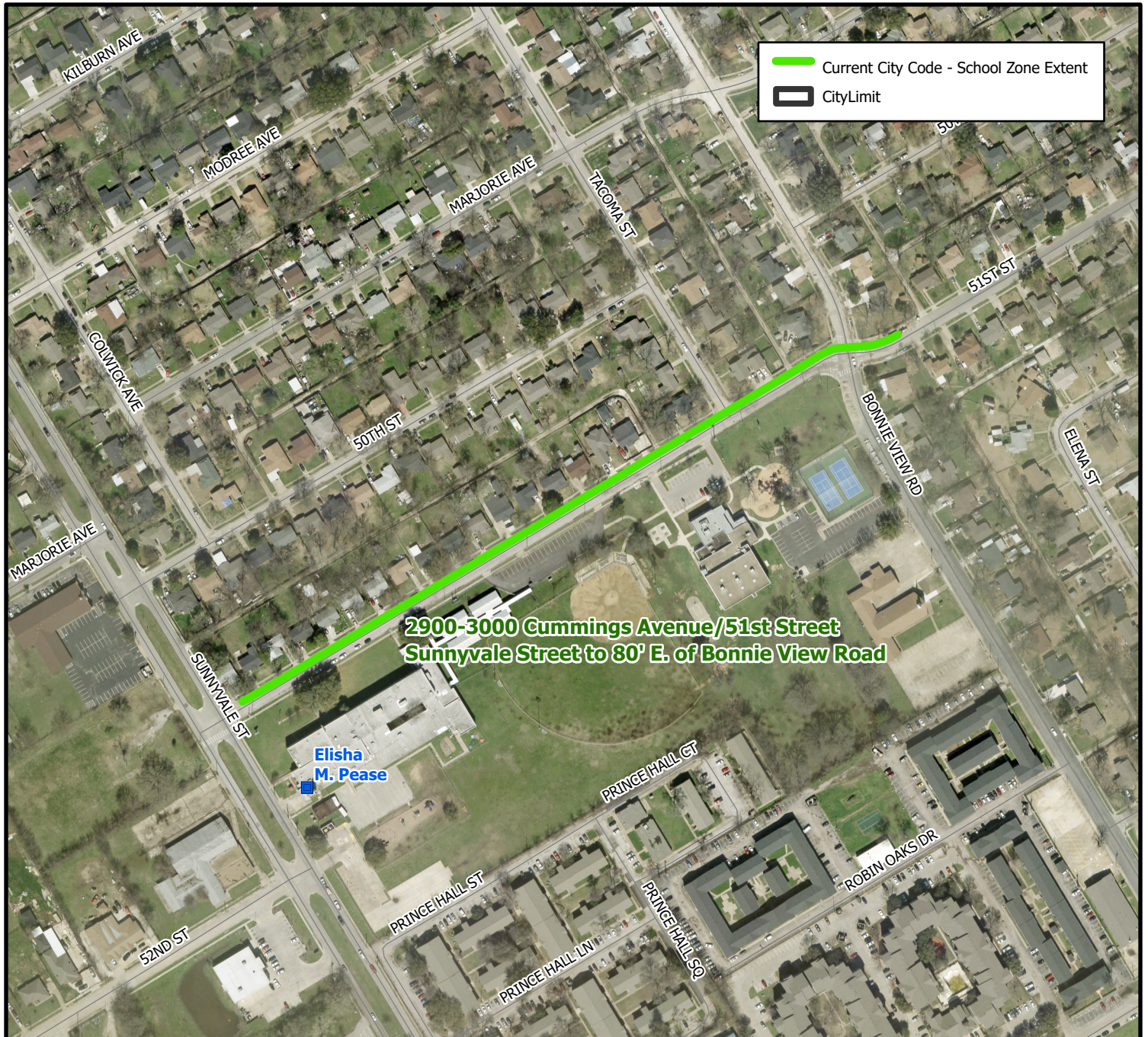
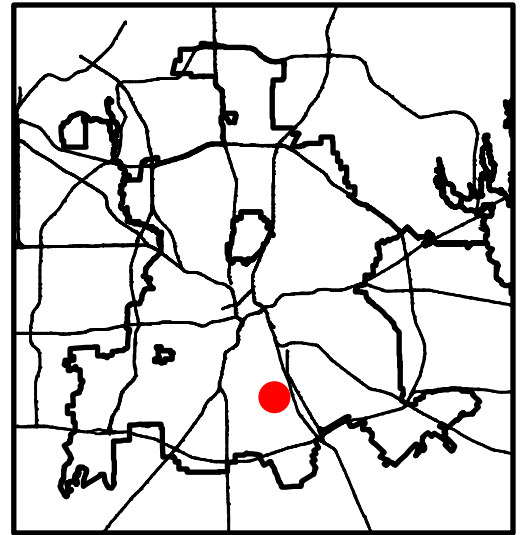


Changes to City Code Chapter 28-50 SCHOOL ZONES

**REMOVE: 2900-3000 Cummings Avenue/51st Street
Sunnyvale Street to 80'E. of Bonnie View Road**

Council District 4

0 300 600 Feet





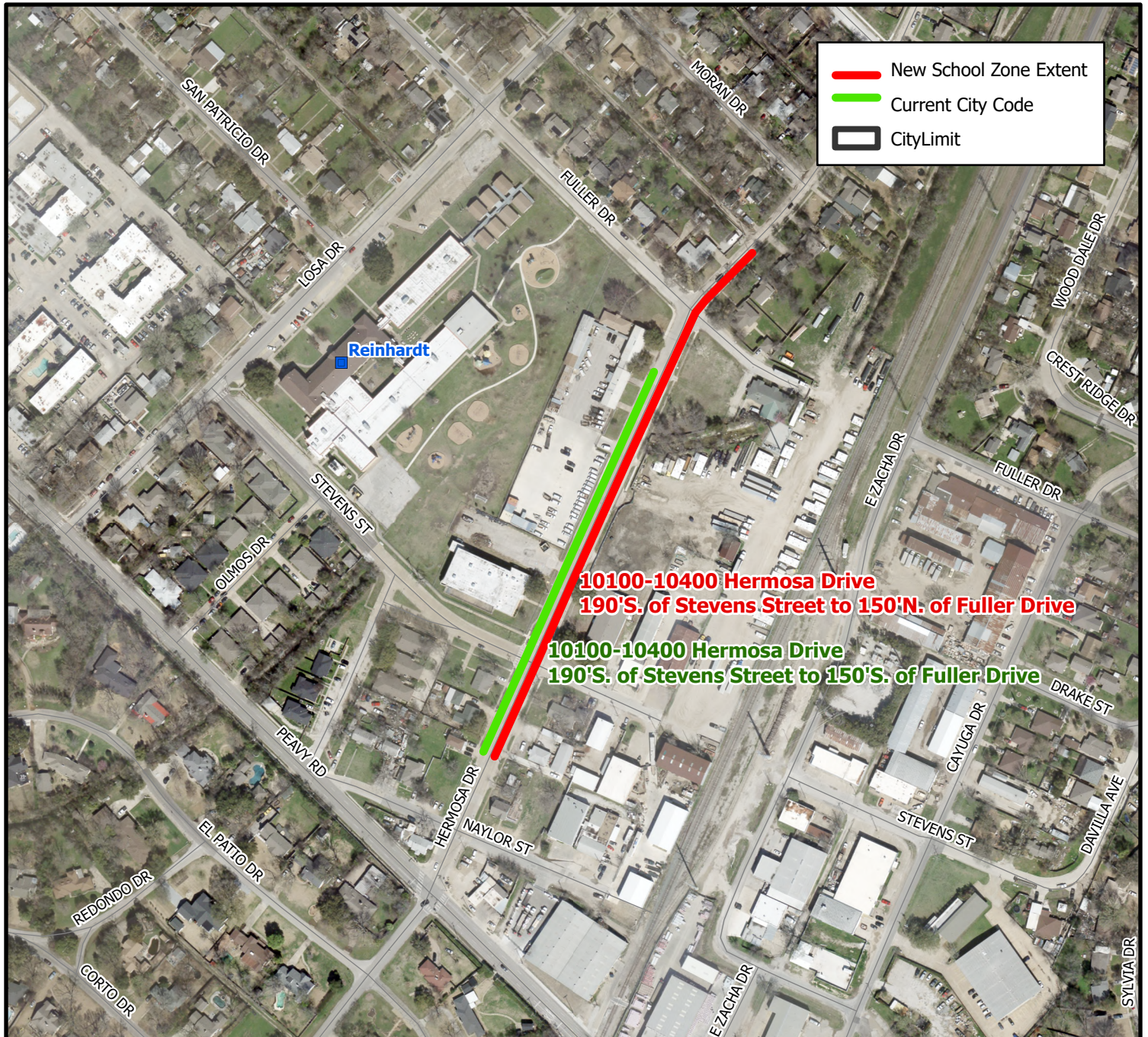
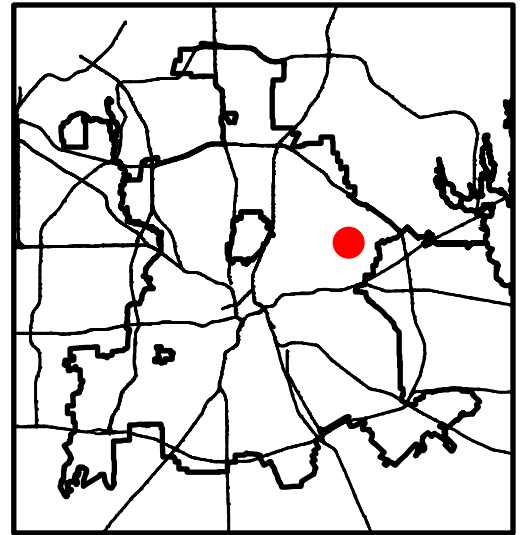
Changes to City Code Chapter 28-50 SCHOOL ZONES

**REMOVE: 10100-10400 Hermosa Drive
190'S. of Stevens Street to 150'S. of Fuller Drive**

**ADD: 10100-10400 Hermosa Drive
190'S. of Stevens Street to 150'N. of Fuller Drive**

Council District 9

0 300 600 Feet





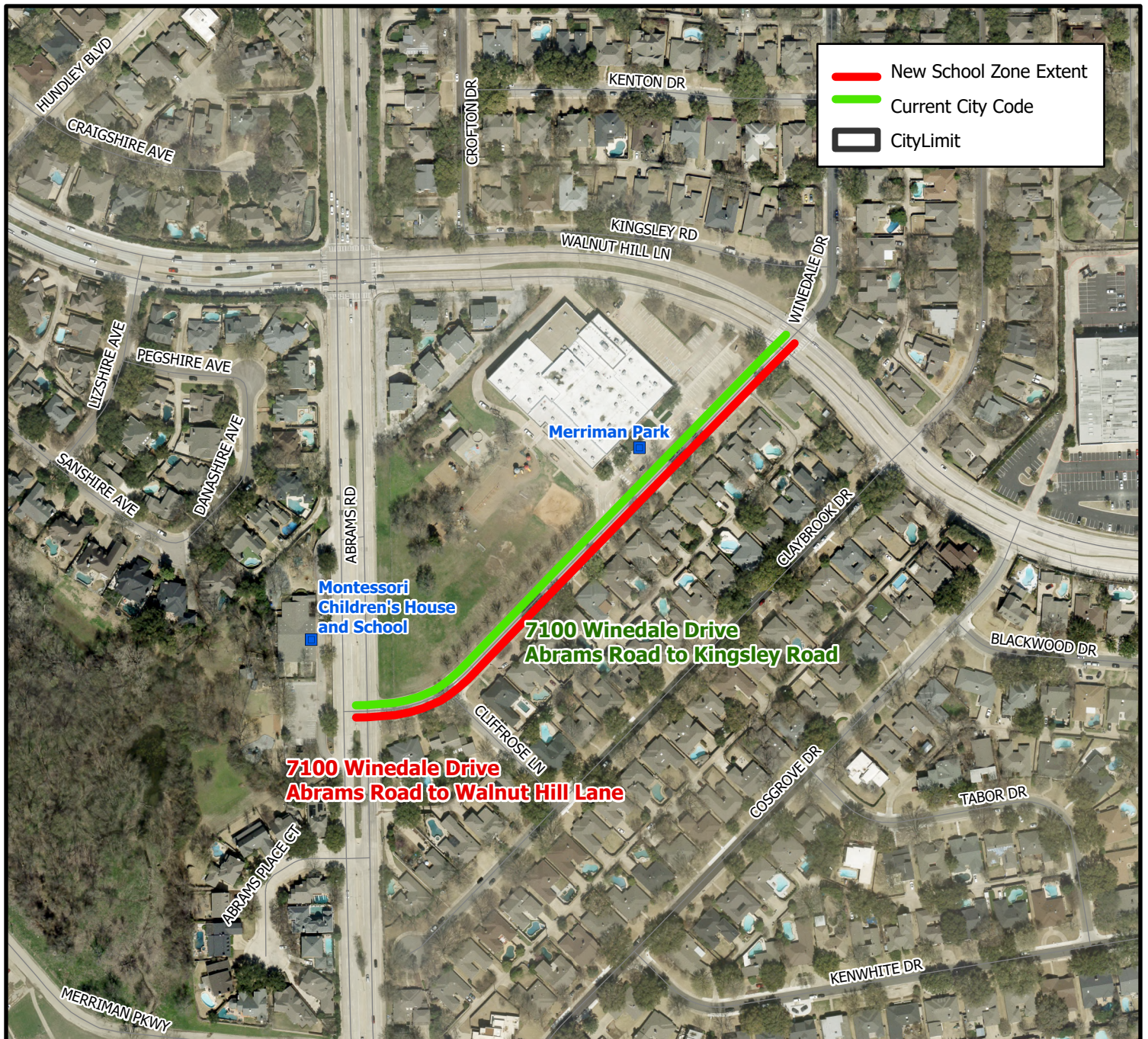
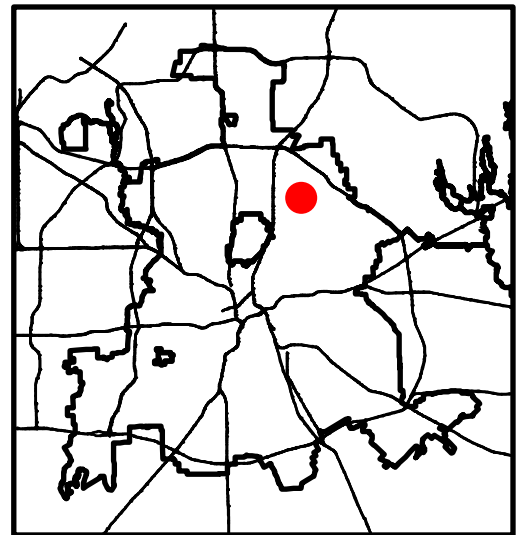
Changes to City Code Chapter 28-50 SCHOOL ZONES

**REMOVE: 7100 Winedale Drive
Abrams Road to Kingsley Road**

**ADD: 7100 Winedale Drive
Abrams Road to Walnut Hill Lane**

Council District 10

0 300 600 Feet



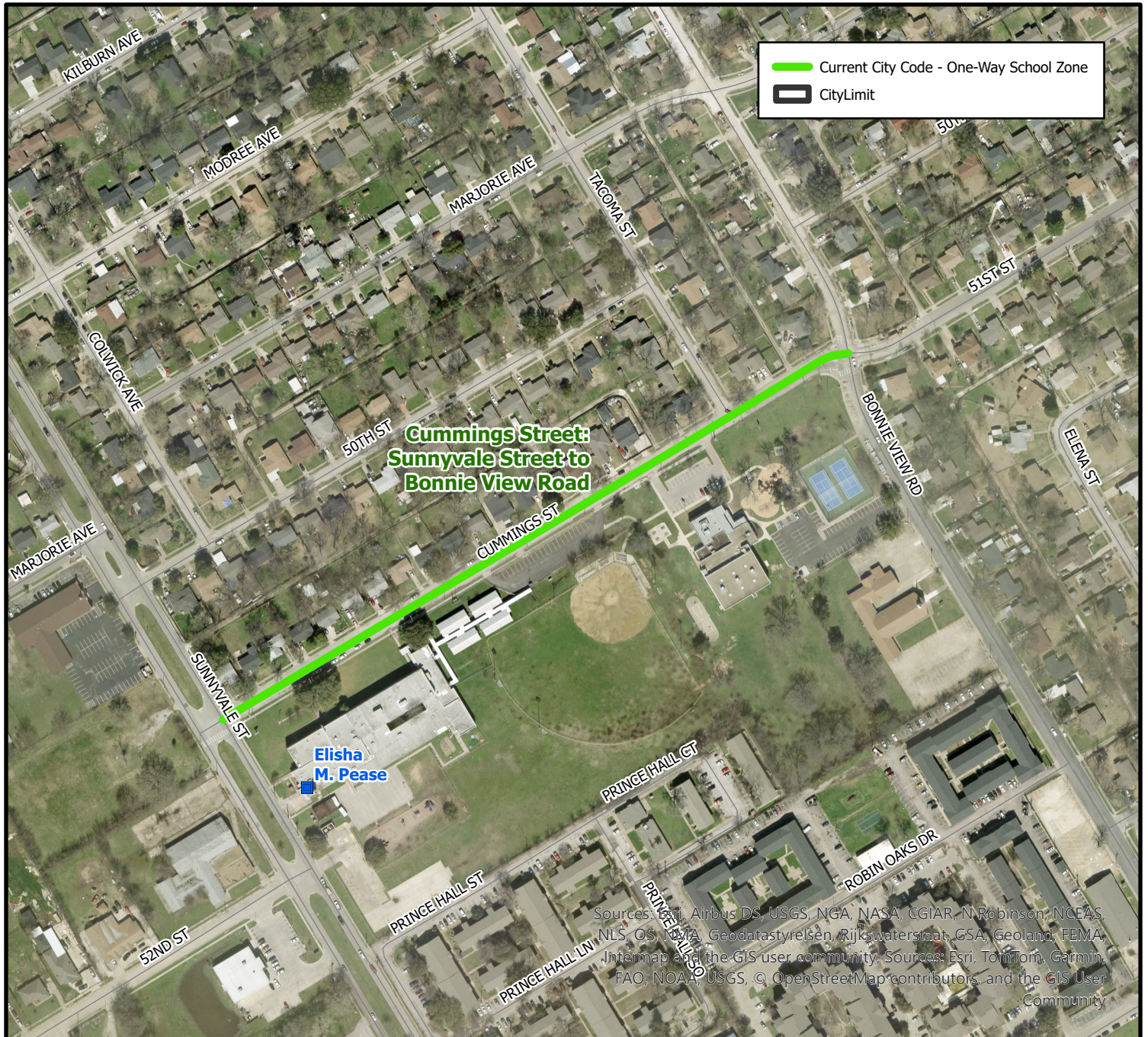
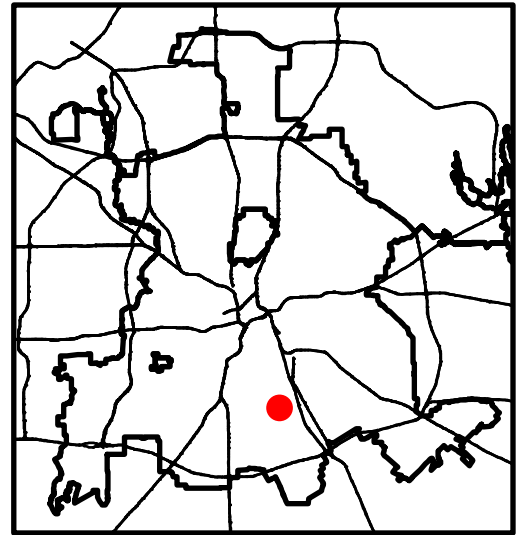


Changes to City Code Chapter 28-60 ONE-WAY STREETS IN SCHOOL ZONES

REMOVE: 2900 Cummings Street
Sunnyvale Street to Bonnie View Road

Council District 4

0 300 600 Feet



ORDINANCE NO. _____

An ordinance amending Chapter 28, “Motor Vehicles and Traffic,” of the Dallas City Code by amending Sections 28-44, 28-50, and 28-60; designating speed regulations on streets other than expressways and freeways; designating school traffic zones; designating one-way streets in school zones; providing a penalty not to exceed \$200; providing a saving clause; providing a severability clause; and providing an effective date.

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

SECTION 1. That Section 28-44, “Streets Other than Expressways and Freeways,” of Division 2, “Speed Regulations,” of Article VI, “Operation of Vehicles,” of Chapter 28, “Motor Vehicles and Traffic,” of the Dallas City Code is amended by alphabetically adding and deleting the following described streets where the speed of motor vehicles is limited as follows:

ADDITIONS

<u>STREET</u>	<u>BLOCK(s)</u>	<u>SPEED(MPH)</u>
“Preston Road	The north city limits to Arapaho Road	45
Preston Road	Arapaho Road to Northwest Highway	35”

DELETIONS

<u>STREET</u>	<u>BLOCK(s)</u>	<u>SPEED(MPH)</u>
“Preston Road	The north city limits to 100 feet north of Prestondell	45
Preston Road	Prestondell Drive to Northwest Highway	35”

SECTION 2. That Subsection (c) of Section 28-50, “Speed in School Zones; Signs; Designated Streets,” of Division 2, “Speed Regulations,” of Article VI, “Operation of Vehicles,” of Chapter 28, “Motor Vehicles and Traffic,” of the Dallas City Code is amended by alphabetically adding and deleting the following described streets designated as school traffic zones where the speed of motor vehicles is limited to 20 miles per hour:

ADDITIONS

<u>STREET</u>	<u>BLOCK(s)</u>	<u>EXTENT</u>
“W. Camp Wisdom Road	7900-8100	130’E. of Eagle Ford Drive to 1025’W. of Eagle Ford Drive
Hermosa Drive	10100-10400	190’S. of Stevens Street to 150’N. of Fuller Drive
Winedale Drive	7100	Abrams Road to Walnut Hill Lane”

DELETIONS

<u>STREET</u>	<u>BLOCK(s)</u>	<u>EXTENT</u>
“Cummings Avenue/ Fifty-First Street	2900-3000	Sunnyvale Street to 80’E. of Bonnie View Road
Hermosa Drive	10100-10400	190’S. of Stevens Street to 150’S. of Fuller Drive
Winedale Drive	7100	Abrams Road to Kingsley Road”

SECTION 3. That Subsection (b) of Section 28-60, “One-Way Streets in School Zones,” of Article VII, “One-Way Streets and Alleys,” of Chapter 28, “Motor Vehicles and Traffic,” of the Dallas City Code is amended by deleting the following described street which is designated as a one-way street in a school traffic zone where a vehicle shall move only in the direction indicated during the hours in which the one-way regulation is in effect, when signs indicating the direction of traffic are erected at each intersection:

DELETIONS

<u>STREET</u>	<u>EXTENT</u>	<u>DIRECTION</u>
“Cummings Street	Sunnyvale Street to Bonnie View Road	East”

SECTION 4. That a person violating a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$200.

SECTION 5. That Chapter 28 of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. That any act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced in any action before the amendment or repeal of any ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of any ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if the amended or repealed ordinance, or part thereof, had remained in force.

SECTION 7. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

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

APPROVED AS TO FORM:

TAMMY L. PALOMINO, City Attorney

By _____
Assistant City Attorney

Passed _____



Agenda Information Sheet

File #: 25-791A

Item #: 19.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 1, 3, 4, 6, 8
DEPARTMENT: Department of Transportation and Public Works
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize the **(1)** acceptance of a grant from the State of Texas through the Texas Department of Transportation (TxDOT) for the Regional Toll Revenue (RTR) State Highway (SH) 121 toll project (Agreement No. CSJ 0918-47-522) in the amount of \$8,400,000.00 as State contribution from the SH 121 Subaccount with no local match for a traffic signal construction project to construct 22 traffic signals at various locations in the city of Dallas (list attached to Agenda Information Sheet) for the period from execution of the agreement through April 30, 2028; **(2)** establishment of appropriations in the amount of \$8,400,000.00 in the TxDOT RTR SH-121 22 Traffic Signals Grant Fund; **(3)** receipt and deposit of funds in the amount of \$8,400,000.00 in the TxDOT RTR SH-121 22 Traffic Signals Grant Fund; and **(4)** execution of the Advance Funding Agreement with TxDOT and all terms, conditions, and documents required by the agreement - Total amount of \$8,400,000.00 - Financing: TxDOT RTR SH-121 22 Traffic Signals Grant Fund

BACKGROUND

The State of Texas received Regional Toll Revenue (RTR) Funds from the North Texas Tollway Authority as surplus revenue from the SH 121 toll project. Pursuant to Transportation Code, 228.006, the State of Texas shall authorize the use of surplus revenue from a toll project for transportation projects, highway projects, or air quality projects within the TxDOT district in which any part of the toll project is located. The North Central Texas Council of Governments' (NCTCOG) Regional Transportation Council (RTC) was designated by the Texas Transportation Commission on October 26, 2006, to select and oversee projects to be financed using RTR funds.

On April 12, 2023, the City of Dallas and the Texas Department of Transportation (TxDOT) entered into an Advance Funding Agreement (AFA) to design and construct 44 traffic signals in the city of Dallas authorized by Resolution No. 23-0460. In March 2024, the City of Dallas released Request for Qualifications "CIZ24-TRN-3071-Traffic Signal Design Professional Engineering Services - Multiple Contracts" for professional engineering services for the development of traffic signal plans, specifications, and estimates for twelve traffic signal groups, which included the 44 signal locations.

On April 23, 2024, the RTC approved the split of the 44 traffic signals project into three separate projects and transferred the funding from Congestion Mitigation and Air Quality Improvement Program/Surface Transportation Block Grant Program funds to RTR Funds. Subsequently, the City and TxDOT terminated the AFA for the 44 traffic signals with the intent to execute new AFAs for the three projects. The Texas Transportation Commission provided concurrence and authorization to fund the three projects from the SH 121 Subaccount by Minute Order No. 116773, dated August 22, 2024.

On September 25, 2024, the City Council authorized a professional engineering services contract with LJA Engineering, Inc. for traffic signal design services for the six intersections in Group 1 as follows: Lancaster Road at Elmore Avenue, Lancaster Road at Saner Avenue, Lancaster Road at Corning Avenue, Lancaster Road at Kiest Boulevard, Lancaster Road at Oakley Avenue, and Denley Drive at Illinois Avenue, in the amount of \$437,810.00, by Resolution No. 24-1393.

On October 23, 2024, the City Council authorized a professional engineering services contract with Dunaway Associates, LLC for traffic signal design services for the five intersections in Group 4 as follows: Hampton Road at Davis Street, Hampton Road at Dennison Street, Hampton Road at West Commerce Street, Hampton Road at Twelfth Street, and Hampton Road at Plymouth Road, in the amount of \$358,235.70, by Resolution No. 24-1559.

On December 11, 2024, the City Council authorized a professional engineering services contract with Stantec Consulting Services, Inc. for traffic signal design services for the four intersections in Group 3 as follows: Hampton Road at Colorado Boulevard, Hampton Road at Wright Street, Hampton Road at Perryton Drive, and Hampton Road at Red Bird Lane, in the amount of \$431,400.00, by Resolution No. 24-1773.

On January 8, 2025, the City Council authorized a professional engineering services contract with Lee Holdings, Inc. dba Lee Engineering, LLC for traffic signal design services for the seven intersections in Group 2 as follows: Lancaster Road at Fordham Road, Lancaster Road at Ann Arbor Avenue, Lancaster Road at Mentor Avenue, Lancaster Road at Atlas Drive, Lancaster Road at 52nd Street, Lancaster Road at Shellhorse Drive, and Denley Drive at Ledbetter Drive, in the amount of \$547,442.00, by Resolution No. 25-0124.

This action will authorize a new AFA with TxDOT to accept RTR Funds from the SH 121 Subaccount to construct 22 of the 44 traffic signals at various locations in the city of Dallas including: on Hampton Road at Leath Street, Perryton Drive, Dennison Street, West Commerce Street, Colorado Boulevard, Plymouth Road, 12th Street, Wright Street, and Red Bird Lane; on Lancaster Road at Elmore Avenue, Saner Avenue, Corning Avenue, Kiest Boulevard, Oakley Avenue, Fordham Road, Ann Arbor Avenue, Mentor Avenue, Atlas Drive, 52nd Street, and Shellhorse Drive; and on South Denley Drive at Illinois Avenue and East Ledbetter Drive ("Project").

The City of Dallas administered design of the traffic signals, which served as local participation for the Project. The City is also the lead agency to administer the construction of the Project. The total estimated cost for construction is \$8,400,000.00 and will be covered 100 percent by the State.

ESTIMATED SCHEDULE OF PROJECT

Began Design	October 2024
Complete Design	January 2026

Begin Construction June 2026
Complete Construction June 2028

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 12, 2023, the City Council authorized an AFA with TxDOT (Agreement No. CSJ 0918-47-392 and 393, CFDA No. 20.205) for cost related to the design and construction of 44 traffic signals including 22 signals in the area damaged by the 2019 tornado; 9 signals along Hampton Road; and 13 signals along Lancaster Road, in the amount of \$14,300,000.00 as federal share in the total project cost of \$17,200,791.09, by Resolution No. 23-0460.

On August 14, 2024, the City Council authorized Amendment No. 1 to terminate the AFA with TxDOT for the design and construction of 44 traffic signals including 22 signals in the area damaged by the 2019 tornado; 9 signals along Hampton Road; and 13 signals along Lancaster Road, with zero costs, having no effect on the contract amount, by Resolution No. 24-1070.

On September 25, 2024, the City Council authorized a professional engineering services contract with LJA Engineering, Inc. for traffic signal design services for the six intersections in Group 1 as follows: Lancaster Road at Elmore Avenue, Lancaster Road at Saner Avenue, Lancaster Road at Corning Avenue, Lancaster Road at Kiest Boulevard, Lancaster Road at Oakley Avenue, and Denley Drive at Illinois Avenue, in the amount of \$437,810.00, by Resolution No. 24-1393.

On October 23, 2024, the City Council authorized a professional engineering services contract with Dunaway Associates, LLC for traffic signal design services for the five intersections in Group 4 as follows: Hampton Road at Davis Street, Hampton Road at Dennison Street, Hampton Road at West Commerce Street, Hampton Road at Twelfth Street, and Hampton Road at Plymouth Road, in the amount of \$358,235.70, by Resolution No. 24-1559.

On December 11, 2024, the City Council authorized a professional engineering services contract with Stantec Consulting Services, Inc. for traffic signal design services for the four intersections in Group 3 as follows: Hampton Road at Colorado Boulevard, Hampton Road at Wright Street, Hampton Road at Perryton Drive, and Hampton Road at Red Bird Lane, in the amount of \$431,400.00, by Resolution No. 24-1773.

On January 8, 2025, the City Council authorized a professional engineering services contract with Lee Holdings, Inc. dba Lee Engineering, LLC for traffic signal design services for the seven intersections in Group 2 as follows: Lancaster Road at Fordham Road, Lancaster Road at Ann Arbor Avenue, Lancaster Road at Mentor Avenue, Lancaster Road at Atlas Drive, Lancaster Road at 52nd Street, Lancaster Road at Shellhorse Drive, and Denley Drive at Ledbetter Drive, in the amount of \$547,442.00, by Resolution No. 25-0124.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
TxDOT RTR SH-121 22 Traffic Signals Grant Fund	\$0.00	\$4,200,000.00	\$4,200,000.00

<u>Council District</u>	<u>Amount</u>
1	\$1,527,272.00
3	\$ 954,545.00
4	\$4,581,816.00
6	\$1,145,454.00
8	<u>\$ 190,909.00</u>
Total	\$8,400,000.00

MAP

Attached

LIST

Locations for CSJ 0918-47-522

Council District

- | | |
|--|------|
| • Hampton Road at Colorado Boulevard | 1 |
| • Hampton Road at Plymouth Road | 1 |
| • Hampton Road at 12th Street | 1 |
| • Hampton Road at Wright Street | 1 |
| • Hampton Road at Perryton Drive | 3, 4 |
| • Hampton Road at Red Bird Lane | 3 |
| • Hampton Road at West Commerce Street | 6 |
| • Hampton Road at Dennison Street | 6 |
| • Hampton Road at Leath Street | 6 |
| • Lancaster Road at Shellhorse Drive | 3, 8 |
| • Lancaster Road at Elmore Avenue | 4 |
| • Lancaster Road at Saner Avenue | 4 |
| • Lancaster Road at Corning Avenue | 4 |
| • Lancaster Road at Kiest Boulevard | 4 |
| • Lancaster Road at Oakley Avenue | 4 |
| • Lancaster Road at Fordham Road | 4 |
| • Lancaster Road at Ann Arbor Avenue | 4 |
| • Lancaster Road at Mentor Avenue | 4 |
| • Lancaster Road at Atlas Drive | 4 |
| • Lancaster Road at 52nd Street | 4 |
| • South Denley Drive at East Ledbetter Drive | 3, 4 |
| • South Denley Drive at Illinois Avenue | 4 |

22 Signals on Hampton Road, Lancaster Road, and Denley Drive

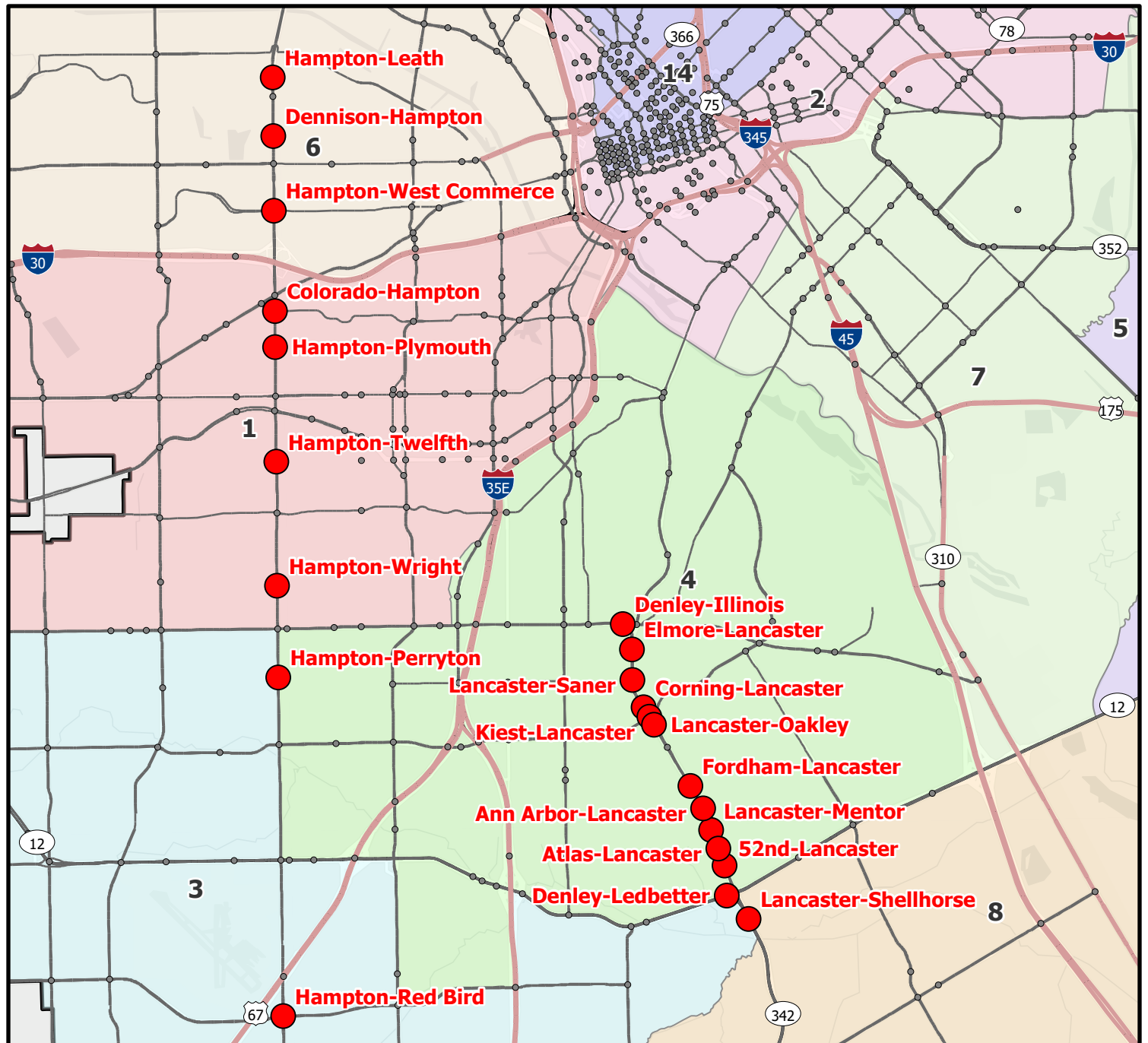
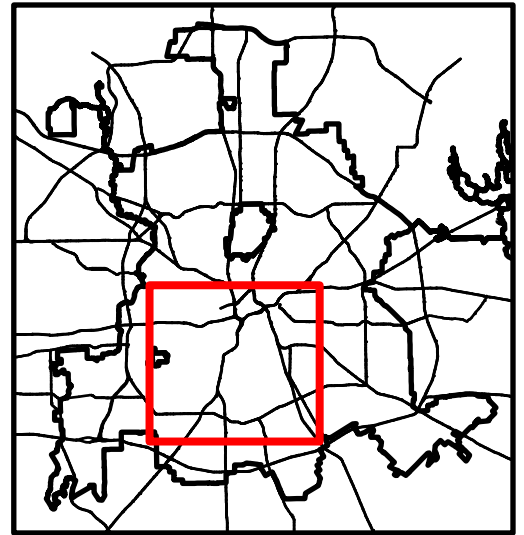
CSJ 0918-47-522



● Project Location

Council District 1, 3, 4, 6, 8

0 1 2 3 Miles



April 9, 2025

WHEREAS, the State of Texas received Regional Toll Revenue (RTR) Funds from the North Texas Tollway Authority as surplus revenue from the State Highway (SH) 121 toll project, and pursuant to the Transportation Code, 228.006, the State of Texas shall authorize the use of surplus revenue from a toll project for transportation projects, highway projects, or air quality projects within the Texas Department of Transportation (TxDOT) district in which any part of the toll project is located; and

WHEREAS, the North Central Texas Council of Governments' (NCTCOG) Regional Transportation Council (RTC) was designated by the Texas Transportation Commission on October 26, 2006, to select and oversee projects to be financed using RTR Funds; and

WHEREAS, on April 12, 2023, the City Council authorized an Advance Funding Agreement (AFA) with TxDOT (Agreement No. CSJ 0918-47-392 and 393, CFDA No. 20.205) for cost related to the design and construction of 44 traffic signals including 22 signals in the area damaged by the 2019 tornado; 9 signals along Hampton Road; and 13 signals along Lancaster Road, in the amount of \$14,300,000.00 as federal share in the total project cost of \$17,200,791.09, by Resolution No. 23-0460; and

WHEREAS, in March 2024, the City of Dallas released Request for Qualifications "CIZ24-TRN-3071-Traffic Signal Design Professional Engineering Services - Multiple Contracts" for professional engineering services for the development of traffic signal plans, specifications, and estimates for twelve traffic signal groups, which included the 44 signal locations; and

WHEREAS, on April 23, 2024, the RTC approved the split of the 44 traffic signals project into three separate projects and transferred the funding from Congestion Mitigation and Air Quality Improvement Program/Surface Transportation Block Grant Program funds to RTR Funds; and

WHEREAS, on August 14, 2024, the City Council authorized Amendment No. 1 to terminate the AFA with TxDOT for the design and construction of 44 traffic signals including 22 signals in the area damaged by the 2019 tornado; 9 signals along Hampton Road; and 13 signals along Lancaster Road, with zero costs, having no effect on the contract amount, by Resolution No. 24-1070; and

WHEREAS, following the RTC's approval, the Texas Transportation Commission provided concurrence and authorization for the expenditure of RTR Funds by Minute Order No. 116773, dated August 31, 2024; and

WHEREAS, on September 25, 2024, the City Council authorized a professional engineering services contract with LJA Engineering, Inc. for traffic signal design services for the six intersections in Group 1 as follows: Lancaster Road at Elmore Avenue, Lancaster Road at Saner Avenue, Lancaster Road at Corning Avenue, Lancaster Road

April 9, 2025

at Kiest Boulevard, Lancaster Road at Oakley Avenue, and Denley Drive at Illinois Avenue, in the amount of \$437,810.00, by Resolution No. 24-1393; and

WHEREAS, on October 23, 2024, the City Council authorized a professional engineering services contract with Dunaway Associates, LLC for traffic signal design services for the five intersections in Group 4 as follows: Hampton Road at Davis Street, Hampton Road at Dennison Street, Hampton Road at West Commerce Street, Hampton Road at Twelfth Street, and Hampton Road at Plymouth Road, in the amount of \$358,235.70, by Resolution No. 24-1559; and

WHEREAS, on December 11, 2024, the City Council authorized a professional engineering services contract with Stantec Consulting Services, Inc. for traffic signal design services for the four intersections in Group 3 as follows: Hampton Road at Colorado Boulevard, Hampton Road at Wright Street, Hampton Road at Perryton Drive, and Hampton Road at Red Bird Lane, in the amount of \$431,400.00, by Resolution No. 24-1773; and

WHEREAS, on January 8, 2025, the City Council authorized a professional engineering services contract with Lee Holdings, Inc. dba Lee Engineering, LLC for traffic signal design services for the seven intersections in Group 2 as follows: Lancaster Road at Fordham Road, Lancaster Road at Ann Arbor Avenue, Lancaster Road at Mentor Avenue, Lancaster Road at Atlas Drive, Lancaster Road at 52nd Street, Lancaster Road at Shellhorse Drive, and Denley Drive at Ledbetter Drive, in the amount of \$547,442.00, by Resolution No. 25-0124; and

WHEREAS, the City of Dallas desires to enter into an AFA with TxDOT to accept RTR Funds from the SH 121 Subaccount to construct 22 of the 44 traffic signals at various locations in the city of Dallas ("Project"); and

WHEREAS, the City of Dallas administered design of the traffic signals, which served as local participation for the Project, and is the lead agency to administer the construction of the Project; and

WHEREAS, the total estimated cost for construction is \$8,400,000.00 to be covered 100 percent by the State; and

WHEREAS, TxDOT requires that a City resolution or ordinance be made part of the AFA.

Now, Therefore,

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

April 9, 2025

SECTION 1. That the City Manager, or the City Manager's authorized designee, is hereby authorized to accept a grant from the State of Texas through the Texas Department of Transportation (TxDOT) for the Regional Toll Revenue (RTR) State Highway (SH) 121 toll project (Agreement No. CSJ 0918-47-522) in the amount of \$8,400,000.00 as State contribution from the SH 121 Subaccount with no local match for a traffic signal construction project to construct 22 traffic signals at various locations in the city of Dallas including: on Hampton Road at Leath Street, Perryton Drive, Dennison Street, West Commerce Street, Colorado Boulevard, Plymouth Road, 12th Street, Wright Street, and Red Bird Lane; on Lancaster Road at Elmore Avenue, Saner Avenue, Corning Avenue, Kiest Boulevard, Oakley Avenue, Fordham Road, Ann Arbor Avenue, Mentor Avenue, Atlas Drive, 52nd Street, and Shellhorse Drive; and on South Denley Drive at Illinois Avenue and East Ledbetter Drive for the period from execution of the agreement through April 30, 2028; and execute the Advance Funding Agreement (AFA) with TxDOT and all terms, conditions, and documents required by the agreement, approved as to form by the City Attorney, or the City Attorney's authorized designee.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in the amount of \$8,400,000.00 in the TxDOT RTR SH-121 22 Traffic Signals Grant Fund, Fund S425, Department PBW, Unit 682U, Object 4820.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit funds in the amount of \$8,400,000.00 in the TxDOT RTR SH-121 22 Traffic Signals Grant Fund, Fund S425, Department PBW, Unit 682U, Revenue Code 6516.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in the amount of \$8,400,000.00 from the TxDOT RTR SH-121 22 Traffic Signals Grant Fund, Fund S425, Department PBW, Unit 682U, Object 4820.

SECTION 5. That the City Manager is hereby authorized to reimburse the granting agency for any funds paid under the agreement that are not expended in accordance with the requirements of the agreement.

SECTION 6. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 7. That this contract is designated as Contract No. PBW-2025-00027180.

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



Agenda Information Sheet

File #: 25-800A

Item #: 20.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 12
DEPARTMENT: Department of Transportation and Public Works
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize the **(1)** acceptance of a grant from the U.S. Department of Transportation Federal Highway Administration through the Texas Department of Transportation (TxDOT) for the Surface Transportation Block Grant (STBG) Program (Agreement No. CSJ 0918-24-310, Assistance Listing No. 20.205) in the amount of \$1,775,000.00 as federal participation in the total project cost of \$1,902,797.00, which includes \$1,739,500.00 in Federal reimbursement, \$35,500.00 as Federal participation for direct state cost, \$110,047.00 as State participation for indirect state cost, and \$17,750.00 for direct state cost paid to TxDOT, plus the use of 355,000 regional Transportation Development Credits as local participation, excluding any cost overruns, for right-of-way and construction costs to construct an additional lane on the southbound Dallas Parkway, starting at the Dallas North Tollway (DNT) Extension Ramp and create a right-turn lane at the intersection of southbound Dallas Parkway and Frankford Road; enhance the geometric design of northbound Dallas Parkway at Frankford Road through the installation of a protective barrier and upgrades to pedestrian infrastructure in the city of Dallas; **(2)** establishment of appropriations in the amount of \$1,739,500.00 in the TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund; **(3)** receipt and deposit of funds in the amount of \$1,739,500.00 into the TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund; **(4)** required local match in the amount of \$17,750.00; and **(5)** execution of the Advance Funding Agreement with TxDOT and all terms, conditions, and documents required by the agreement - Total amount of \$1,757,250.00 - Financing: TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund (\$1,739,500.00) and General Fund (\$17,750.00)

BACKGROUND

On February 8, 2024, the North Central Texas Council of Governments' Regional Transportation Council authorized federal funding for right-of-way and construction costs to construct an additional lane on the southbound Dallas Parkway, starting at the DNT Extension Ramp and create a right-turn lane at the intersection of southbound Dallas Parkway and Frankford Road; and enhance the geometric design of northbound Dallas Parkway at Frankford Road through the installation of a protective barrier and upgrades to pedestrian infrastructure ("Project").

On June 12, 2024, the City Council authorized a professional engineering services contract with Criado & Associates, LLC., formerly known as Criado & Associates, Inc., for preliminary engineering services for two projects, which included the development of schematics and associated preliminary design elements for intersections improvements at Dallas Parkway and Frankford Road by Resolution No. 24-0857.

The Texas Transportation Commission passed Minute Order No. 116752 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as the construction of additional lanes on southbound Dallas Parkway, which included this Project.

The City of Dallas desires to enter into an Advance Funding Agreement (AFA) with TxDOT to accept federal funding through the STBG Program for right-of-way and construction of the Project.

The City is the lead agency to administer the right-of-way acquisition and construction of the Project pursuant to the terms of the AFA.

The total estimated project cost is \$1,902,797.00, which includes \$1,739,500.00 in Federal reimbursement, \$35,500.00 as Federal participation for direct state cost, \$110,047.00 as State participation for indirect state cost, and a local cash match of \$17,750.00, plus the use of 355,000 regional Transportation Development Credits ("TDCs") will serve as the City's participation. The City is responsible for any cost overruns that exceed federal and state funding participation.

TDCs are a financial accounting tool approved by the Federal Highway Administration. These credits are non-cash credits allocated to States as a representative value to account for toll road and tolled managed lanes that benefit the federal system.

This action will authorize an AFA with TxDOT for right-of-way and construction of the Project utilizing a combination of federal funding, a local cash match, and TDCs.

ESTIMATED SCHEDULE OF PROJECT

Began Design	August 2024
Complete Design	September 2026
Begin Construction	March 2027
Complete Construction	September 2028

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 12, 2024, the City Council authorized a professional engineering services contract with Criado & Associates, LLC., formerly known as Criado & Associates, Inc., for the preliminary design of intersection improvements at Dallas Parkway and Frankford Road and Gaston Avenue and Tucker Street by Resolution No. 24-0857.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund	\$ 0.00	\$0.00	\$1,739,500.00
General Fund	\$17,750.00	\$0.00	\$ 0.00
Total	\$17,750.00	\$0.00	\$1,739,500.00

Federal Participation (STBG)	\$1,739,500.00
Federal Participation (Direct State Cost)	\$ 35,500.00
Indirect State Participation	\$ 110,047.00
Local Participation	<u>\$ 17,750.00</u>
Total Project Cost	\$1,902,797.00

MAP

Attached

Dallas Parkway/Dallas North Tollway at Frankford Road

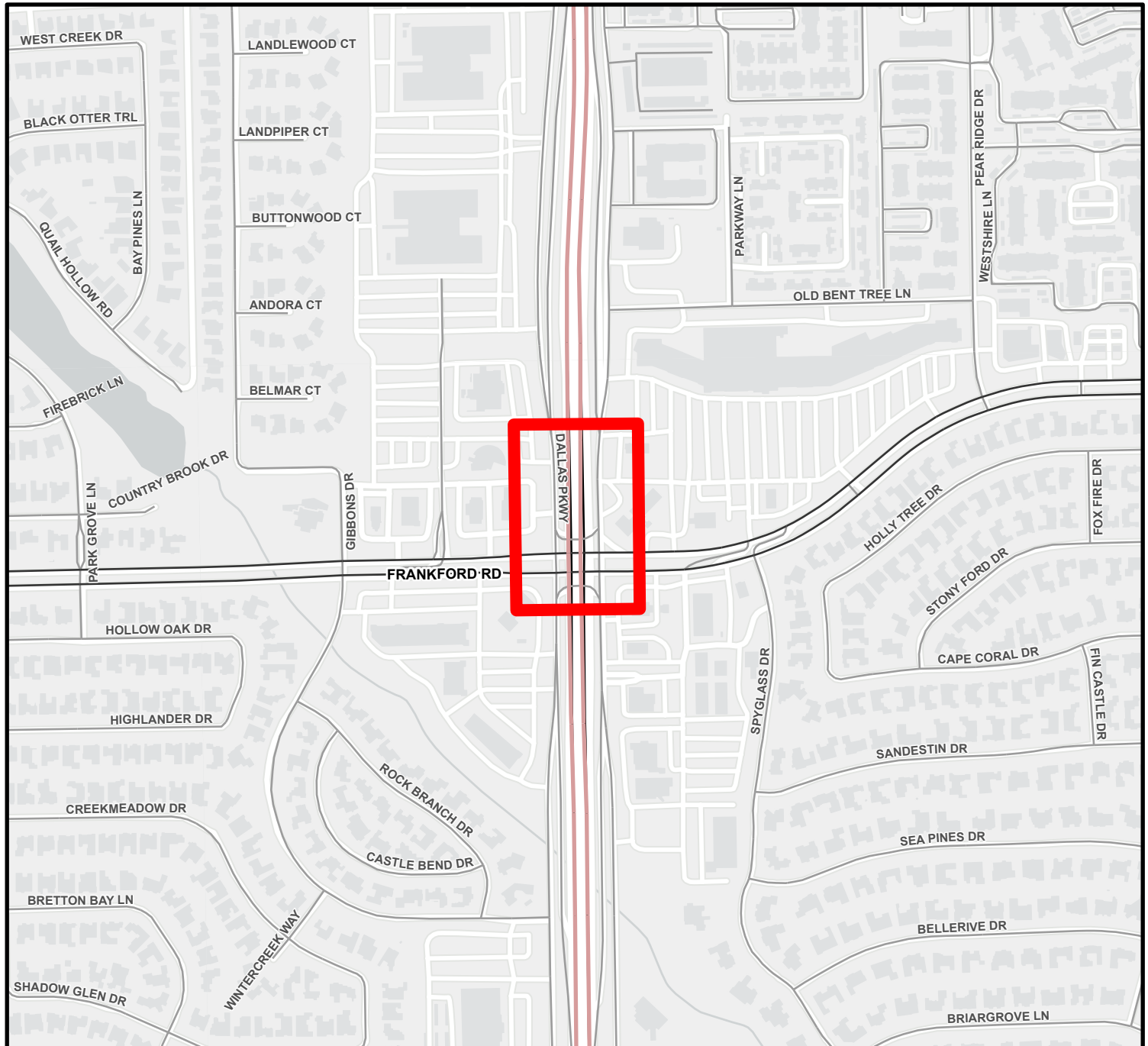
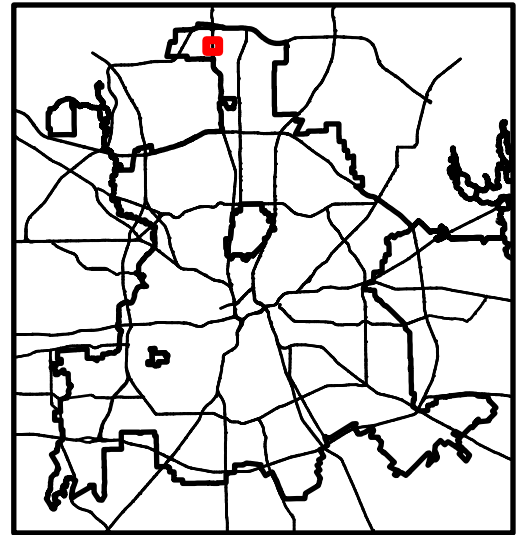
CSJ 0918-24-310



 Project Limits

Council District 12

0 500 1000 1500 Feet



April 9, 2025

WHEREAS, on February 8, 2024, the North Central Texas Council of Governments' Regional Transportation Council authorized federal funding for right-of-way and construction costs to construct an additional lane on the southbound Dallas Parkway, starting at the Dallas North Tollway Extension Ramp and create a right-turn lane at the intersection of southbound Dallas Parkway and Frankford Road; and enhance the geometric design of northbound Dallas Parkway at Frankford Road through the installation of a protective barrier and upgrades to pedestrian infrastructure ("Project"); and

WHEREAS, on June 12, 2024, the City Council authorized a professional engineering services contract with Criado & Associates, LLC., formerly known as Criado & Associates, Inc., for the preliminary design of intersection improvements at Dallas Parkway and Frankford Road and Gaston Avenue and Tucker Street by Resolution No. 24-0857; and

WHEREAS, the Texas Transportation Commission passed Minute Order No. 116752 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as the construction of additional lanes on southbound Dallas Parkway, which included this Project; and

WHEREAS, the City of Dallas and the Texas Department of Transportation (TxDOT) have entered into a Master Agreement which states the general terms and conditions for the development of transportation projects through Advance Funding Agreements (AFA); and

WHEREAS, the City of Dallas desires to enter into an AFA with TxDOT to accept federal funding through the Surface Transportation Block Grant Program for right-of-way and construction of the Project; and

WHEREAS, the total estimated project cost is \$1,902,797.00, which includes \$1,739,500.00 in Federal reimbursement, \$35,500.00 as Federal participation for direct state cost, \$110,047.00 as State participation for indirect state cost, and a local cash match of \$17,750.00, plus the use of 355,000 regional Transportation Development Credits ("TDCs") will serve as the City's participation; and

WHEREAS, TDCs are non-cash credits approved by the Federal Highway Administration that are allocated to States as a representative value to account for toll road and tolled managed lanes that benefit the federal system; and

WHEREAS, the City is the lead agency to administer the right-of-way acquisition and construction of the Project pursuant to the terms of the AFA; and

WHEREAS, the City is responsible for any cost overruns that exceed federal and state funding participation as required by terms of the AFA; and

April 9, 2025

WHEREAS, TxDOT requires that a City resolution or ordinance be made part of the AFA.

Now, Therefore,

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

SECTION 1. That the City Manager, or the City Manager's designee, is hereby authorized to accept a grant from the U.S. Department of Transportation Federal Highway Administration through the Texas Department of Transportation (TxDOT) for the Surface Transportation Block Grant (STBG) Program (Agreement No. CSJ 0918-24-310, Assistance Listing No. 20.205) in the amount of \$1,775,000.00 as federal participation in the total project cost of \$1,902,797.00, which includes \$1,739,500.00 in Federal reimbursement, \$35,500.00 as Federal participation for direct state cost, \$110,047.00 as State participation for indirect state cost, and \$17,750.00 for direct state cost paid to TxDOT plus the use of 355,000 regional Transportation Development Credits as local participation, excluding any cost overruns, for right-of-way and construction costs to construct an additional lane on the southbound Dallas Parkway, starting at the Dallas North Tollway (DNT) Extension Ramp and create a right-turn lane at the intersection of southbound Dallas Parkway and Frankford Road; and enhance the geometric design of northbound Dallas Parkway at Frankford Road through the installation of a protective barrier and upgrades to pedestrian infrastructure in the City of Dallas; and execute an Advance Funding Agreement with TxDOT, and all terms, conditions, and documents required by the agreement, approved as to form by the City Attorney, or the City Attorney's authorized designee.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in the amount of \$1,739,500.00 in the TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund, Fund F789, Department PBW, Unit 682Q, Object 4599.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit funds in the amount of \$1,739,500.00 into the TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund, Fund F789, Department PBW, Unit 682Q, Revenue Code 6506.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in the amount of \$1,739,500.00 from the TxDOT STBG Frankford at DNT Dallas Parkway Grant Fund, Fund F789, Department PBW, Unit 682Q, Object 4599, Program TPF78925.

SECTION 5. That the Chief Financial Officer is hereby authorized to disburse a local match payment in the amount of \$17,750.00 to TxDOT in accordance with the terms and conditions of the AFA from the General Fund, Fund 0001, Department PBW, Unit 3049, Object 4599, Program TPF78925, Encumbrance/Contract No. PBW-2025-00027189, Vendor 020318.

SECTION 6. That the City Manager is hereby authorized to reimburse the granting

agency for any funds paid under the agreement that are not expended in accordance with the requirements of the agreement.

April 9, 2025

SECTION 7. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 8. That this contract is designated as Contract No. PBW-2025-00027189.

SECTION 9. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



Agenda Information Sheet

File #: 25-779A

Item #: 21.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 2, 9
DEPARTMENT: Department of Transportation and Public Works
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize the **(1)** acceptance of a grant from the U.S. Department of Housing and Urban Development (HUD) for the FY 2024 Economic Development Initiative Community Project Funding (Grant No. B-24-CP-TX-2050, Assistance Listing No. 14.251) in the amount of \$1,000,000.00 to support a planning study along Garland Road from the intersection of Gaston Avenue, Garland Road, and East Grand Avenue to Interstate Highway 635 from the effective date of award through August 31, 2032; **(2)** receipt and deposit of funds in an amount not to exceed \$1,000,000.00 in the Garland Road Project FY24 EDI-CPF Fund; **(3)** establishment of appropriations in an amount not to exceed \$1,000,000.00 in the Garland Road Project FY24 EDI-CPF Fund; and **(4)** execution of the grant agreement with HUD and all terms, conditions, and documents required by the agreement - Not to exceed \$1,000,000.00 - Financing: Garland Road Project FY24 EDI-CPF Fund

BACKGROUND

The HUD Economic Development Initiative Community Project Funding (CPF) grants provide investment in a wide variety of projects to provide critical infrastructure and services. CPF grants are selected through a congressionally-directed application process with projects identified by members of Congress for inclusion in HUD's annual appropriation.

The Garland Road Next Generation Planning project is a continuation of efforts by the City of Dallas and the Texas Department of Transportation (TxDOT) to transform the Garland Road corridor in East Dallas for the next generation of Dallas residents.

While Garland Road is a heavily used corridor, the traffic is primarily single-occupancy vehicles. This study will provide planning and design to better support multimodal transit options. Although Garland Road has direct access to White Rock Lake and other recreational amenities such as the Dallas Arboretum, it is dangerous for pedestrians and bicycles to cross the road to the residential neighborhoods on the other side.

Similarly, White Rock Medical Center is located on the corridor in addition to numerous commercial/industrial areas; however, it is difficult for residents living in surrounding neighborhoods to visit these areas without a car.

The proposed planning study will prioritize intermodal connections along Garland Road from the intersection of Gaston Avenue, Garland Road, and East Grand Avenue to Interstate Highway 635 to improve accessibility to residential neighborhoods, job centers, healthcare facilities, and recreation for East Dallas.

Staff in the Department of Transportation and Public Works has and will continue to work closely with other City departments, TxDOT, and external stakeholders to ensure planning is coordinated with other major projects. All work is anticipated to be completed within 24 months of grant contract execution.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Garland Road Project FY24 EDI-CPF Fund	\$100,000.00	\$600,000.00	\$300,000.00

<u>Council District</u>	<u>Amount</u>
2	\$ 60,000.00
9	\$ <u>940,000.00</u>
Total	\$1,000,000.00

MAP

Attached

**Garland Road
from the intersection of Gaston Avenue, Garland Road,
and East Grand Avenue to Interstate Highway 635**

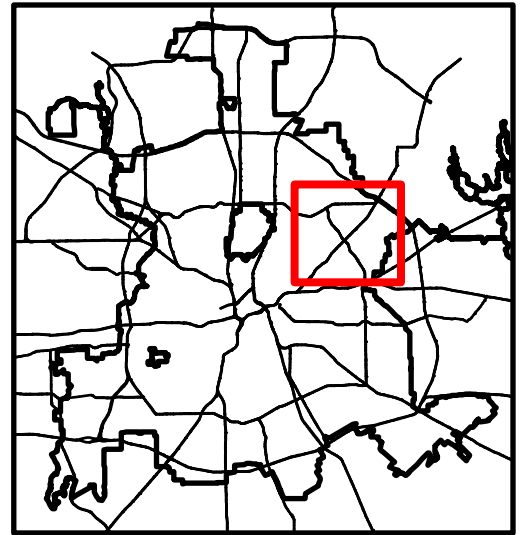
Next Generation Project

Council District 2, 9



 Project Limits

0 1 2 Miles



April 9, 2025

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has made grant funds available under fiscal year (FY) 2024 Economic Development Initiative Community Project Funding to support a wide variety of projects; and

WHEREAS, the City of Dallas has been awarded \$1,000,000.00 for a planning study along Garland Road from the intersection of Gaston Avenue, Garland Road, and East Grand Avenue to Interstate Highway 635 to improve intermodal connections and accessibility in this area; and

WHEREAS, the City of Dallas has and will continue to collaborate with the Texas Department of Transportation and other external stakeholders to ensure this planning study is fully coordinated with other major projects; and

WHEREAS, the City of Dallas will benefit from the additional funding that will be used to improve connectivity and accessibility in these areas.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to accept a grant from the U.S. Department of Housing and Urban Development (HUD) for the FY 2024 Economic Development Initiative Community Project Funding (Grant No. B-24-CP-TX-2050, Assistance Listing No. 14.251) in the amount of \$1,000,000.00 to support a planning study along Garland Road from the intersection of Gaston Avenue, Garland Road, and East Grand Avenue to Interstate Highway 635 from the effective date of award through August 31, 2032; and execute the grant agreement with HUD and all terms, conditions, and documents required by the agreement, approved as to form by the City Attorney.

SECTION 2. That the Chief Financial Officer is hereby authorized to receive and deposit funds in an amount not to exceed \$1,000,000.00 in the Garland Road Project FY24 EDI-CPF Fund, Fund FE1B, Department PBW, Unit 682R, Revenue Code 6506.

SECTION 3. That the City Manager is hereby authorized to establish appropriations in an amount not to exceed \$1,000,000.00 in the Garland Road Project FY24 EDI-CPF Fund, Fund FE1B, Department PBW, Unit 682R, Object 3070.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,000,000.00 from the Garland Road Project FY24 EDI-CPF Fund, Fund FE1B, Department PBW, Unit 682R, Object 3070.

April 9, 2025

SECTION 5. That the City Manager is hereby authorized to reimburse the granting agency any expenditures identified as ineligible and notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 6. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 7. That the City Manager or her designee is authorized to provide additional information, make adjustments, and take other actions related to the implementation of the grant as may be necessary to satisfy HUD requirements.

SECTION 8. That the grant agreement is designated as Contract No. PBW-2025-00027123.

SECTION 9. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



Agenda Information Sheet

File #: 25-996A

Item #: 22.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 1
DEPARTMENT: Department of Transportation and Public Works
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize an amendment to Resolution No. 22-1199, previously approved on August 24, 2022, for an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to **(1)** accept the grant from the Federal Highway Administration through TxDOT for the Transportation Alternative Set-Aside (TASA) Program (Agreement No. CSJ 0918-47-324, Assistance Listing No. 20.205) for the Rosemont SRTS Improvements Project in the amount of \$689,410.00; **(2)** establish appropriations in an amount not to exceed \$689,410.00 in the TxDOT TASA Rosemont SRTS Improvements Grant Fund; and **(3)** receive and deposit funds in the amount \$689,410.00 to the TxDOT TASA Rosemont SRTS Improvements Grant Fund - Total amount of \$689,410.00 - Financing: TxDOT TASA Rosemont SRTS Improvements Grant Fund

BACKGROUND

The scope of the project is to support the neighborhood's desire for more children to bike and walk to school. The project provides approximately 3.5 miles of safe pedestrian and bicycle access and connection to Rosemont Elementary School. The design includes intersection improvements, the Americans with Disabilities Act-related ramps, sidewalks, bike lanes, and traffic calming devices in various locations within the boundaries of Mary Cliff Street to the West, Stewart Street to the North, Tyler Street to the East, and Jefferson Boulevard to the South in the City of Dallas.

On August 24, 2022, the City Council authorized an Advance Funding Agreement with TxDOT (CSJ No. 0918-47-324) for the construction of the Rosemont Safe Routes to School Project, by Resolution No. 22-1199.

This action will authorize an amendment to Resolution No. 22-1199 to **(1)** accept the grant from the Texas Department of Transportation (TxDOT) for the TASA Program for the Rosemont Safe Routes to School Project in the amount of \$689,410.00; **(2)** establish appropriations in the amount of \$689,410.00 in the TxDOT TASA Rosemont SRTS Improvements Grant Fund; and **(3)** receive and deposit funds in the amount of \$689,410.00 to the TxDOT TASA Rosemont SRTS Improvements Grant Fund.

ESTIMATED SCHEDULE OF PROJECT

Begin Construction June 2025
 Complete Construction March 2026

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 28, 2014, the City Council authorized the submission of two candidate projects to the North Central Council of Governments for cost reimbursement for the 2014 Transportation Alternatives Program for the Trinity Skyline Trail Project and the Rosemont Safe Routes to School Project by Resolution No.14-0830.

On August 10, 2016, the City Council authorized a Local Transportation Project Advance Funding Agreement with the Texas Department of Transportation for the design review of the Rosemont Safe Routes to School Project by Resolution No.16-1200.

On August 24, 2022, the City Council authorized to execute (1) an Advance Funding Agreement with TxDOT (CSJ No. 0918-47-324), approved as to form by the City Attorney, for the construction of the Rosemont Safe Routes to School Project; and (2) payment to TxDOT for the City's share of engineering review costs for the design of the Rosemont Safe Routes to School Project by Resolution No. 22-1199.

FISCAL INFORMATION

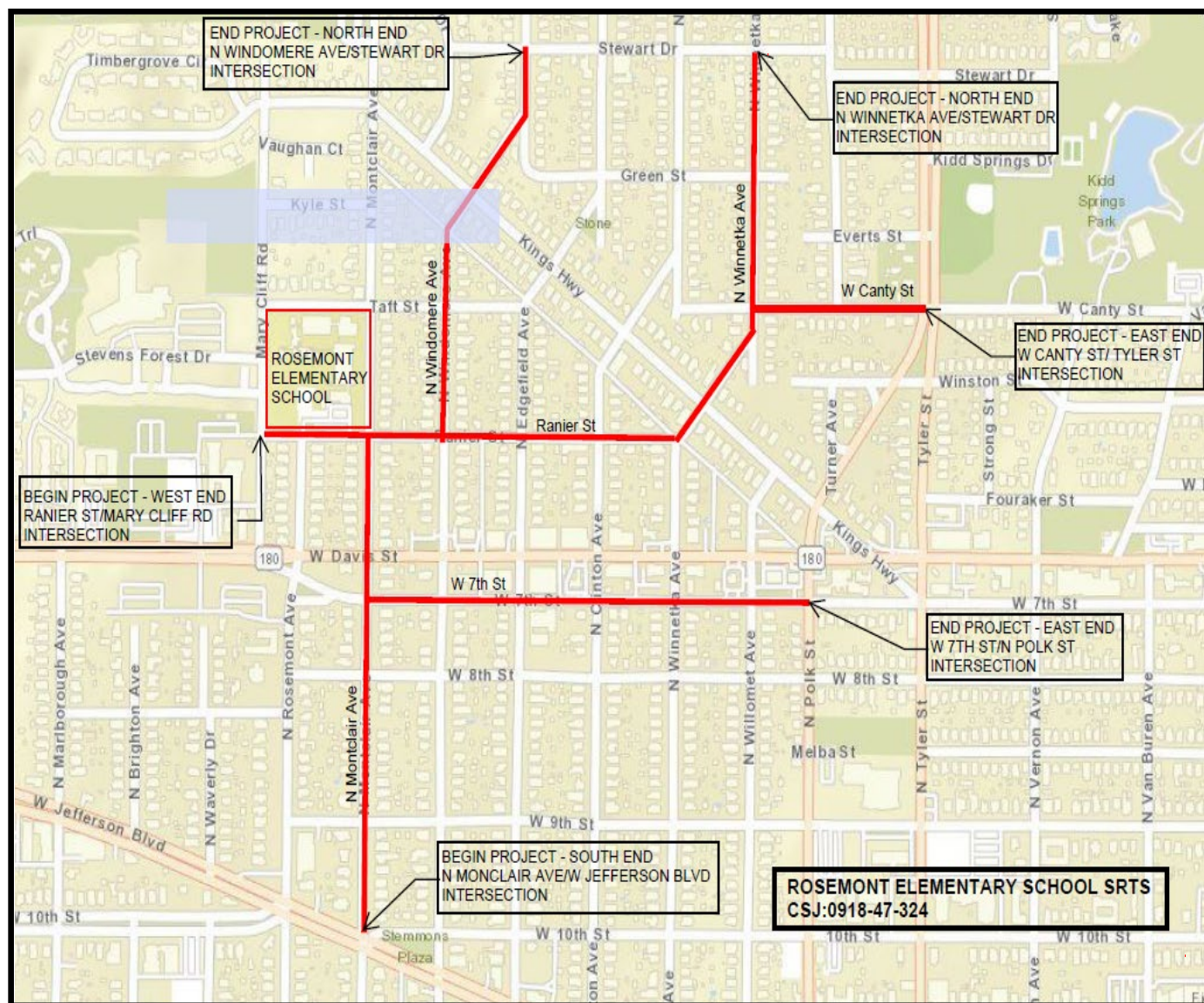
Fund	FY 2025	FY 2026	Future Years
TxDOT TASA Rosemont SRTS Improvements Grant Fund	\$689,410.00	\$0.00	\$0.00

Federal Participation	\$689,410.00
Federal Participation (Direct State Cost)	\$ 68,941.00
Indirect State Cost	\$ 32,609.09
City Participation (Direct State Cost)	<u>\$ 6,894.00</u>
 Total Project Cost	 \$797,854.09

MAP

Attached

INTERGOVERNMENTAL PARTNERSHIP PROJECT ROSEMONT SAFE ROUTES TO SCHOOL



COUNCIL DISTRICT 1

April 9, 2025

WHEREAS, the Texas Transportation Commission (“Commission”) passed Minute Order Numbers 115814 (MO) dated August 27, 2020 and 116522 (MO) dated August 16, 2023 awarding funding for TASA projects in the TASA Program Call of the North Central Texas Council of Governments, including Project; and

WHEREAS, the City Council authorized to execute (1) an Advance Funding Agreement with TxDOT (CSJ No. 0918-47-324), approved as to form by the City Attorney, for the construction of the Rosemont Safe Routes to School Project; and (2) payment to TxDOT for the City's share of engineering review costs for the design of the Rosemont Safe Routes to School Project in the amount of \$6,894.00, by Resolution No. 22-1199; and

WHEREAS, it is now necessary to amend Resolution No. 22-1199, previously approved on August 24, 2022, for an Advance Funding Agreement with the Texas Department of Transportation to **(1)** accept the grant from the Texas Department of Transportation (TxDOT) for the Transportation Alternative Set-Aside (TASA) Program for the Rosemont Safe Routes to School Project in the amount of \$689,410.00; **(2)** establish appropriations in the amount of \$689,410.00 in the TxDOT TASA Rosemont SRTS Improvements Grant Fund; and **(3)** receive and deposit funds in the amount of \$689,410.00 to the TxDOT TASA Rosemont SRTS Improvements Grant Fund.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to amend Resolution No. 22-1199, previously approved on August 24, 2022, for an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) to accept the grant from the Federal Highway Administration through TxDOT for the Transportation Alternative Set-Aside (TASA) Program (Agreement No. CSJ 0918-47-324, Assistance Listing No. 20.205) for the Rosemont SRTS Improvements Project in the amount of \$689,410.00, and execute the grant agreement with the Texas Department of Transportation and all terms, conditions, and documents required by the agreement, approved as to form by the City Attorney.

SECTION 2. That the City Manager is hereby authorized to establish appropriations in the amount of \$689,410.00 in the TxDOT TASA Rosemont SRTS Improvements Grant Fund, Fund F698, Department PBW, Unit 265C, Object 4510.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit funds in the amount of \$689,410.00 into the TxDOT TASA Rosemont SRTS Improvements Grant Fund, Fund F698, Department PBW, Unit 265C, Revenue Code 6506.

SECTION 4. That the Chief Financial Officer is hereby authorized to disburse funds in the amount of \$689,410.00 from the TxDOT TASA Rosemont SRTS Improvements Grant Fund, Fund F698, Department PBW, Unit 265C, Object 4510, Program DGTIF0012.

April 9, 2025

SECTION 5. That the City Manager is hereby authorized to reimburse to the granting agency any expenditures identified as ineligible. The City Manager shall notify the appropriate City Council Committee of expenditures identified as ineligible not later than 30 days after the reimbursement.

SECTION 6. That the City Manager shall keep the appropriate City Council Committee informed of all final granting agency monitoring reports not later than 30 days after the receipt of the report.

SECTION 7. That this contract is designated as Contract No. CX-PBW-2023-00022269.

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



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-824A

Item #: 23.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 1
DEPARTMENT: Department of Transportation and Public Works
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize a construction services contract for the construction of the Rosemont Safe Routes to School Project (original scope) - Meca Construction, LLC, lowest responsible bidder of four - Not to exceed \$887,790.60 - Financing: Davis Garden TIF District Fund (\$198,380.60) and TxDOT TASA Rosemont SRTS Improvements Grant Fund (\$689,410.00)

BACKGROUND

The purpose of the project is to support the neighborhood's desire for more children to safely bike and walk to school. The Rosemont Safe Routes to School Project provides approximately 3.5 miles of safe pedestrian and bicycle access and connection to Rosemont Upper Campus and Rosemont Lower Campus. The scope of the project will include intersection improvements; crosswalk improvements; Americans with Disabilities Act ramps; sidewalks; bike lanes; and traffic calming devices in various locations within the boundaries of Mary Cliff Street to the West, Stewart Street to the North, Tyler Street to the East, and Jefferson Boulevard to the South in the city of Dallas.

This action will authorize a construction services contract with Meca Construction, LLC for the construction of the Rosemont Safe Routes to School Project (original scope).

The following chart illustrates Meca Construction, LLC's contractual activities with the City of Dallas for the past three years:

	<u>AVI</u>	<u>DWU</u>	<u>PKR</u>	<u>TPW</u>
Projects Completed	0	0	0	0
Active Projects	0	0	0	0
Change Orders	0	0	0	0
Projects Requiring Liquidated Damages	0	0	0	0
Projects Completed by Bonding Company	0	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Begin Construction May 2025
 Complete Construction February 2026

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item was provided to the Economic Development Committee on March 3, 2025.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Davis Garden TIF District Fund	\$198,380.60	\$0.00	\$0.00
TxDOT TASA Rosemont SRTS Improvements Grant Fund	\$689,410.00	\$0.00	\$0.00
Total	\$887,790.60	\$0.00	\$0.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Procurement Category	DBE Goal
\$887,790.60	Construction	4.50%
DBE Subcontracting %	DBE Overall %	DBE Overall Participation \$
10.55%	10.55%	\$93,653.80
• This contract exceeds the DBE goal.		
• Meca Construction, LLC - Local; Workforce - 100.00% Local		

PROCUREMENT INFORMATION

The following four bids were received and opened on October 11, 2024:

*Denotes successful bidder

Bidders**Bid Amount**

*Meca Construction, LLC 9120 High Plain Lane Dallas, TX 75249	\$ 887,790.60
Vescorp Construction, LLC	\$1,291,650.00
Texas Civil Construction	\$1,452,657.40
HQS Construction, LLC	**Non responsive

****HQS Construction, LLC was deemed non-responsive for failing to submit complete bid documents.**

OWNER/EXECUTIVE

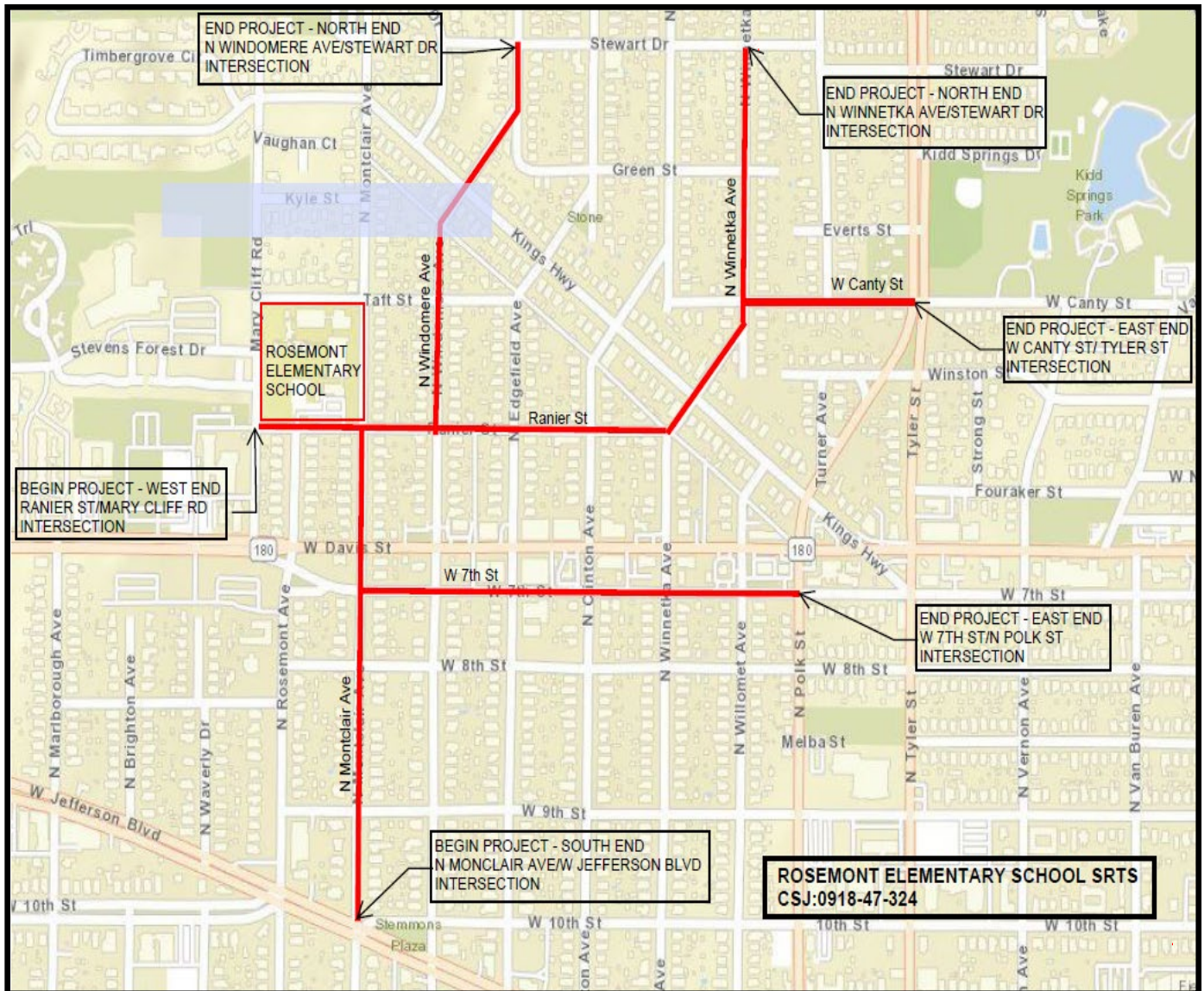
Meca Construction, LLC

Aaron Martinez, President

MAP

Attached

INTERGOVERNMENTAL PARTNERSHIP PROJECT ROSEMONT SAFE ROUTES TO SCHOOL



COUNCIL DISTRICT 1

April 9, 2025

WHEREAS, the Regional Transportation Council (RTC), comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments (NCTCOG) and the regional forum for cooperative decisions on transportation; and

WHEREAS, on May 27, 2020, the City Council authorized a resolution to support applications for funding for eleven candidate projects to the North Central Texas Council of Governments through the Transportation Alternatives Program for cost reimbursement in the Active Transportation and Safe Routes to School (SRTS) categories for the Zaragoza, Rosemont, and Elam SRTS improvements; Ross Avenue Shared Use Path, Southern Design District Mobility Connection Projects, Dallas Executive Airport Streetscape Enhancements Phase 1 (Ledbetter), Lemmon Avenue Streetscape Enhancements, Coombs Creek and Five Mile Creek Trails, the Uptown Pedestrian Link, and Northhaven Trail Phase 1B; and

WHEREAS, on August 27, 2020, the Texas Transportation Commission awarded funding for Transportation Alternative Set-Aside (TASA) projects in the North Central Texas Council of Governments' 2020 TASA Program Call for Projects by Minute Order Number 115814; and

WHEREAS, on September 10, 2020, the RTC awarded funding for Active Transportation and Safe Routes to School projects through the Transportation Alternatives Call for Projects; and

WHEREAS the Rosemont Safe Routes to School Project was submitted and subsequently selected by the North Central Texas Council of Governments for the TASA Program 2020 Call for Projects; and

WHEREAS, on August 24, 2022, the City Council authorized **(1)** an Advance Funding Agreement with TxDOT (CSJ No. 0918-47-324), approved as to form by the City Attorney, for the construction of the Rosemont Safe Routes to School Projects; and **(2)** payment to TxDOT for the City's share of engineering review costs for the design of the Rosemont Safe Routes to School Project in the amount of \$6,894.00, by Resolution No. 22-1199; and

WHEREAS, on October 11, 2024, four bids were received for the Rosemont Safe Routes to School Project, as follows; and

April 9, 2025

BIDDERS

BID AMOUNT

Meca Construction, LLC	\$ 887,790.60
Vescorp Construction, LLC	\$1,291,650.00
Texas Civil Construction	\$1,452,657.40
HQS Construction, LLC	*Non-Responsive

*HQS Construction, LLC was deemed non-responsive for failing to submit complete bid documents.

WHEREAS, on January 6, 2025, the Davis Garden Tax Increment Financing District Board reviewed and unanimously approved a request by the City's Department of Transportation and Public Works, in an amount not to exceed \$1,053,923.59 for the construction of the Rosemont Safe Routes to School Project, including the original scope and two additional street segments immediately adjacent to the Rosemont school campuses (supplemental scope).

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a construction services contract with Meca Construction, LLC, approved as to form by the City Attorney, for the construction of the Rosemont Safe Routes to School Project, in an amount not to exceed \$887,790.60, this being the lowest responsible bid received as indicated by the tabulation of bids.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$887,790.60 to Meca Construction, LLC in accordance with the terms and conditions of the contract, as follows:

Davis Garden TIF District Fund	
Fund 0060, Department ECO, Unit P754	
Activity DGT1, Object 4510, Program DGTIF0012	
Encumbrance/Contract No. CX-PBW-2023-00022269	
Vendor No. VC0000033991	\$ 198,380.60

TxDOT TASA Rosemont SRTS Improvements Grant Fund	
Fund F698, Department PBW, Unit 265C	
Activity INGV, Object 4510, Program DGTIF0012	
Encumbrance/Contract No. CX-PBW-2023-00022269	
Vendor No. VC0000033991	<u>\$ 689,410.00</u>

Total amount not to exceed	\$ 887,790.60
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April 9, 2025

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



Agenda Information Sheet

File #: 25-768A

Item #: 24.

STRATEGIC PRIORITY: Livable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): Citywide
DEPARTMENT: Office of Homeless Solutions
EXECUTIVE: Alina Ciocan

SUBJECT

~~Authorize the City Manager to execute two one-year contracts, each with one option to extend for time only, with Housing Forward, as a sole source, approved as to form by the City Attorney, for the coordination of the Street to Home Initiative enhancing the efforts of the Dallas Real Time Rehousing Program to provide (1) financial assistance, including rental assistance, paid utilities, and supportive services, in an amount not to exceed \$1,900,000.00; and (2) supportive services only, in an amount not to exceed \$1,096,897.95 to persons experiencing homelessness – Total amount not to exceed \$2,996,898.95 – Financing: HOME-ARPA HASS Fund (subject to annual appropriations)~~

BACKGROUND

~~The Continuum of Care Board (CoC) recognized Housing Forward (formerly Metro Dallas Homeless Alliance), a 501(c)3 nonprofit organization, as the lead agency to operate the CoC and support year-round planning activities through a memorandum of understanding with the CoC Board, as recognized by the United States Department of Housing and Urban Development (HUD). The City of Dallas provides housing navigation services to help individuals transition into permanent housing through the RTR Program. As part of the plan to sustain the rehousing capacity and enhance the efforts of the RTR, Housing Forward will serve as the Program Administrator for the new “Street to Home” Initiative.~~

~~Street to Home Initiative is a \$30 million public and privately funded project which sets out to cut homelessness in Dallas and Collin Counties by 50% compared to 2021 levels. As part of this initiative, this award of \$2,996,898.95, completes the City of Dallas’ total award of \$5,496,899.95 for this project. The Street to Home Initiative aligns with the City of Dallas’ strategy to reduce encampments and homelessness through rapid re-housing (RRH). As defined by HUD, RRH is a permanent housing intervention to help connect families and individuals experiencing homelessness to permanent housing through a tailored package of assistance including rental assistance and supportive services. RRH helps those living on the streets or in emergency shelters solve the practical and immediate challenges to obtaining permanent housing and services while reducing the amount of time they experience homelessness, avoiding a near-term return to homelessness, and linking to community resources that enable them to achieve housing stability in the long term.~~

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 28, 2024, the City Council authorized the transfer and reallocation of ARPA funds from the U.S. Department of Treasury for the Coronavirus Local Fiscal Recovery Fund to the ARPA Redevelopment multi-year fund to provide assistance with completing projects by Resolution No. 24-0315.

The Housing and Homelessness Solutions Committee was briefed on the "Street to Home Initiative - A Pathway Home Overview" on January 28, 2025.

On February 12, 2025, the City Council authorized a one-year contract for the coordination of the Street to Home Initiative enhancing the efforts of the Dallas Real Time Rehousing Project in the amount of \$2,500,001.00 by Resolution No. 25-0290.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
HOME ARPA HASS Program Fund	\$2,996,898.95	\$0.00	\$0.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is not applicable as this is a sole source.

Contract Amount	Procurement Category	M/WBE Goal
\$2,996,898.95	Other Services	N/A
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
N/A	N/A	N/A
• The Business Inclusion and Development Policy does not apply to Other Service contracts.		
• This item is Other Services which does not have an availability and disparity participation goal.		
• Housing Forward - Local/Non-local; Workforce - N/A Local		

April 9, 2025

~~**WHEREAS**, Housing Forward (formerly Metro Dallas Homeless Alliance), a 501(c)3 nonprofit organization, is recognized as a sole source provider, as it is designated as the one and only lead agency, collaborative applicant, and the Homeless Management Information System lead agency, for the local Continuum of Care (CoC), through a memorandum of understanding with the TX-600 (CoC) Board, as recognized by the United States Department of Housing and Urban Development (HUD); and~~

~~**WHEREAS**, the City of Dallas has been engaged in providing housing navigation to support people on a pathway to permanent housing through other programs such as the Real Time Rehousing Program; and~~

~~**WHEREAS**, Housing Forward, as a sole source provider, will serve as the Project Lead for the Street to Home Initiative, which is a \$30,000,000.00 public and private funded project that sets to cut the unsheltered homelessness in Dallas and Collin Counties in half as compared to 2021 levels by aligning with the City of Dallas' strategy to reduce encampments and unsheltered homelessness through rapid rehousing; and~~

~~**WHEREAS**, part of this initiative the City of Dallas anticipates a total award of \$5,496,899.95; and~~

~~**WHEREAS**, through the contract with the City of Dallas, Housing Forward will coordinate supportive services and provide rental assistance and paid utility services to allow individuals and families to move immediately out of homelessness and stabilize in permanent housing; and~~

~~**WHEREAS**, assistance will be provided through Housing Forward for up to 12 total months to ensure housing stability, subject to the availability of funds; however, the aggregate amount of financial assistance to an eligible household may receive, but must not exceed 24 months; and~~

~~**WHEREAS**, eligible participants are residents of the CoC geographical area through the Coordinated Access System who are documented as unsheltered homeless as defined by HUD; and~~

~~**WHEREAS**, on February 28, 2024, the City Council authorized the transfer and reallocation of ARPA Funds from the U.S. Department of Treasury for the Coronavirus Local Fiscal Recovery Fund to the ARPA Redevelopment multi-year fund to aid with completing projects by Resolution No. 24-0315; and~~

~~**WHEREAS**, on February 12, 2025, the City Council authorized a one-year contract with one option to extend for time only with Housing Forward in the amount of \$2,500,001.00 as a sole source provider, approved as to form by the City Attorney, for the coordination of the Street to Home Initiative enhancing the efforts of the Dallas Real Time Rehousing Project to provide financial assistance in the form of rental assistance and paid utilities to persons experiencing homelessness in accordance with the Program Statement of Services by Resolution No. 25-0290.~~

April 9, 2025

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute two one-year contracts, each with an option to extend for time only, with Housing Forward as a sole source provider, approved as to form by the City Attorney, for the coordination of the Street to Home Initiative enhancing the efforts of the Dallas Real Time Rehousing Project to provide **(1)** financial assistance in the form of rental assistance and paid utilities and supportive services in an amount not to exceed \$1,900,000.00; and **(2)** supportive services only in an amount not to exceed \$1,096,898.95 to persons experiencing homelessness in accordance with the Program Statement of Services attached hereto as **Exhibit A**, in a total amount not to exceed \$2,996,898.95.

SECTION 2. That the City Manager or designee is authorized to execute change orders or amendments to the agreements, in an amount not to exceed a total of 25% of the original contract amount (subject to compliance with the applicable procurement law), to commit and expend funds in a timely manner to meet federal and/or state requirements when necessary.

SECTION 3. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,996,898.95 (subject to annual appropriations) to Housing Forward from the City of Dallas, as follows:

HOME-ARPA HASS Fund (TBRA) _____
Fund HMCV, Department MGT, Unit 961G, Object 3070,
Encumbrance/Contract No. OHS-2025-00027132
Vendor 517577 _____ \$1,600,000.00

HOME-ARPA HASS Fund _____
Fund HMCV, Department MGT, Unit 962G, Object 3070,
Encumbrance/Contract No. OHS-2025-00027135
Vendor 517577 _____ \$1,096,898.95

HOME-ARPA HASS Fund (TBRA) _____
Fund HMCV, Department MGT, Unit 963G, Object 3070,
Encumbrance/Contract No. OHS-2025-00027132
Vendor 517577 _____ \$ 300,000.00

Total amount not to exceed _____ \$2,996,898.95

April 9, 2025

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



OFFICE OF HOMELESS SOLUTIONS

EXHIBIT A: STATEMENT OF SERVICES

PROJECT

Street to Home Initiative

VENDOR

Housing Forward (517577)

PROJECT DESCRIPTION

Street to Home Initiative is a \$30 million public-private initiative which sets out to cut unsheltered homelessness in half in the Continuum of Care geographical area (Dallas and Collin Counties). It aligns with the City of Dallas' strategy to reduce encampments and unsheltered homelessness through the RTR initiative. As defined by HUD, Rapid rehousing (RRH) is a permanent housing intervention to help connect families and individuals experiencing homelessness to permanent housing through a tailored package of assistance including rental assistance and supportive services. RRH helps those living on the streets or in emergency shelters solve the practical and immediate challenges to obtaining permanent housing and services while reducing the amount of time they experience homelessness, avoiding a near-term return to homelessness, and linking to community resources that enable them to achieve housing stability in the long term.

This intervention focuses on identifying and building upon the strengths of families to maintain their housing. RRH offers financial assistance (rental and utility assistance) necessary to allow individuals and families to move immediately out of homelessness and stabilize in permanent housing. Financial assistance is paired with case management and services to help households overcome and troubleshoot barriers to (re)acquiring and maintaining permanent housing.

Case management services help individuals and families select among various permanent housing options based on their unique needs, preferences, and financial resources, address issues that may impede access to housing (such as credit history, arrears, and legal issues), negotiate manageable and appropriate lease agreements with landlords, and make appropriate supports available to families and individuals—and to the landlords who are partnering with the rapid re-housing program.

On-going rental assistance and case management supports are essential to the encampment

decommissioning and re-housing process, and are responsible for delivering the following services:

- Engagement with people experiencing unsheltered homelessness;
- Conducting Coordinated Access System Assessments;
- Service coordination and connection to community based resources;
- Housing Navigation to support people on a pathway to permanent housing; and
- Data entry and reporting to monitor performance outcomes.

PROVISION OF SERVICES

The Street to Home Initiative offers **financial assistance (rental assistance, security deposits, and paid utilities)** necessary to allow individuals and families to move immediately out of homelessness and stabilize in permanent housing. Financial assistance is paired with case management and services to help households overcome and troubleshoot barriers to (re)acquiring and maintaining permanent housing.

The CoC Interim Rule specifies which eligible **supportive services** can be paid with CoC Supportive Service funds ([§ 578.53\(a\)\(1\)](#)). All supportive services provided must help program participants obtain and maintain housing. Services not specified in the CoC Interim Rule are not eligible ([§ 578.53\(d\)](#)).

Eligible supportive services are:

- Annual Assessment of Services ([§ 578.53\(e\)\(1\)](#))
- Moving costs ([§ 578.53\(e\)\(2\)](#))
- Case management ([§ 578.53\(e\)\(3\)](#))
- Childcare ([§ 578.53\(e\)\(4\)](#))
- Education services ([§ 578.53\(e\)\(5\)](#))
- Employment assistance and job training ([§ 578.53\(e\)\(6\)](#))
- Food ([§ 578.53\(e\)\(7\)](#))
- Housing search and counseling services ([§ 578.53\(e\)\(8\)](#))
- Legal services ([§ 578.53\(e\)\(9\)](#))
- Life skills training ([§ 578.53\(e\)\(10\)](#))
- Mental health services ([§ 578.53\(e\)\(11\)](#))
- Outpatient health services ([§ 578.53\(e\)\(12\)](#))
- Outreach services ([§ 578.53\(e\)\(13\)](#))
- Substance abuse treatment services ([§ 578.53\(e\)\(14\)](#))
- Transportation ([§ 578.53\(e\)\(15\)](#))
- Utility deposits ([§ 578.53\(e\)\(16\)](#))

Housing Forward will coordinate activities to connect families and individuals experiencing homelessness to permanent housing through a tailored package of assistance including rental assistance and supportive services.

Case management services help individuals and families select among various permanent housing options based on their unique needs, preferences, and financial resources, address issues that may impede access to housing, negotiate manageable and appropriate lease agreements with landlords, and make appropriate supports available to families and individuals—and to the landlords who are partnering with the rapid re-housing program. Case Management services are detailed above in the Project Description.

COLLABORATION

As the lead agency of the CoC, Housing Forward coordinates with members of the CoC to provide the services.

TARGET POPULATION

Residents of the CoC geographical area (Dallas and Collin Counties) through the Coordinated Access System (CAS) who are identified as homeless in the City of Dallas, documented as unsheltered as defined by HUD. Rental assistance provided to an eligible individual or household should not be duplicative of any other federally funded rental assistance provided to such individuals or households.

Client eligibility:

- An “eligible individual/household” must meet the definition of homeless in 2 CFR 576.2, as summarized below:
 1. Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resided in an emergency shelter or a place not meant for human habitation and who is exiting an institution where he or she temporarily resided
 2. Individuals and families who will imminently lose their primary nighttime residence.
 3. Unaccompanied youth under 25 years of age, or families with children and youth who are defined as homeless under other federal statutes listed in 2 CFR 576.2, who do not otherwise qualify as homeless under this definition.
 4. Individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.
 5. Reside within the CoC geographical area (Dallas and Collin Counties).

CONTRACT TERM AND SCHEDULE

One year with an extension of time only to 9/30/2027.

BUDGET

Total Contract Budget: \$1,096,898.95

Funding Source: Home ARPA

Budget Allocation:

Cost Category	Amount	Activity Types
Supportive Services	\$1,096,898.95	Case Management salaries & fringe - \$864,000.00 Housing search, Lease up, Stability planning, Connection to Housing. Subrecipient mileage - \$40,200.00 Subrecipient technology - \$5,640.00 Laptop and hotspot (4) Subrecipient Program Mgmt. of Case Mgmt. - \$187,058.95 Mgt. and coordination of program case managers
CONTRACT BUDGET		\$1,096,898.95
TOTAL PROJECT COST		\$1,096,898.95

Exhibit B includes a detailed budget and line items for each cost category above. Expenses billed to the contract should not exceed the approved budgeted amounts in each cost category unless authorized by a budget revision request. Any budget request (including a budget line-item revision or budget category reallocation) must be submitted within nine months after the beginning of the contract term, unless otherwise approved by the City of Dallas for good cause.

PERFORMANCE

Performance Measures	
Measure	Annual Target
Total Individual Households Served with City Funds (5.5M)	185
Group 1: Individual Households needing services only	228
Group 3(2): Individual Households receiving services. (Financial Assistance provided in another contract)	185
Returned to homeless after 12 months	0

PERFORMANCE EVALUATION

This contract will be monitored monthly upon submission of Reimbursement Reports (Exhibit B), which is due 45 days after the end of each month **(except for September – the city's fiscal year end due on 31st of the following month)**. Additionally, a minimum of three site visits, to include contract delivery, onsite monitoring visit, renewals and close out visits, will occur during the contract term. A written report is due with the final payment to describe the overall performance, challenges, and actions taken to address challenges.

City of Dallas will reimburse only the data that is reconciled at time of submission. If the monthly submission is past due, the City will only give one additional opportunity to provide corrected or missing information by a specified due date, at which time the City will issue payment for only reconciled data at that time and move on to the next invoice.

Reimbursement Reports, to include requests for payments, are due by the contractual submission date. Late submissions could result in delayed or non-payments. Vendors are required to submit the following monthly Reimbursement Report (Exhibit B of the contract):

- Exhibit B of the contract:
 - Request for Payment Form, Page 1
 - Request for Payment Detail, Page 2
 - Match/Leveraging Expenditure Report, Page 3
 - Performance Summary, Page 4
 - Feedback Form, Page 5
 - Budget Revision Request Form (if applicable), Page 6
- Consolidated Annual Performance and Evaluation Report (CAPER) generated with HMIS data
- Source Documentation (see guidelines in Exhibit B)

For the year end close out, the submission window will close 31 days after the final month of the city's fiscal year end September 30th.



Agenda Information Sheet

File #: 25-903A

Item #: 25.

STRATEGIC PRIORITY: Core
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): Citywide
DEPARTMENT: Office of Procurement Services
EXECUTIVE: Donzell Gipson

SUBJECT

Authorize a three-year service price agreement for grounds maintenance services for the Library - BrightView Landscape Services, Inc., most advantageous proposer of seven - Estimated amount of \$1,034,140.32 - Financing: General Fund (subject to annual appropriations)

BACKGROUND

This action does not encumber funds; the purpose of a service price agreement is to establish firm pricing for services, for a specific term, which are ordered on an as needed basis according to annual budgetary appropriations. The estimated amount is intended as guidance rather than a cap on spending under the agreement, so that actual need combined with the amount budgeted will determine the amount spent under this agreement.

This service price agreement will provide for grounds maintenance services for the Library. The services will include mowing, trimming, weeding, fertilization, pest control, leaf, and litter removal at branch libraries and the Central Library. Mowing cycles range from 14 to 30 days year-round depending on seasonal needs, with leaf and litter removal conducted routinely. Additionally, this agreement will allow for irrigation adjustments and inspections plus sod, erosion, and rut repair services.

A four-member committee from the following departments reviewed and evaluated the qualifications:

- Library (2)
- Park & Recreation Department (1)
- Office of Procurement Services (1)*

*The Office of Procurement Services evaluated cost and local preference, if applicable.

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

- | | |
|---|-----------|
| • Cost and time frame | 30 points |
| • Experience | 25 points |
| • Approach | 25 points |
| • Business and Inclusion Development Plan | 15 points |
| • Local Preference | 5 points |

As part of the solicitation process and in an effort to increase competition, the Office of Procurement Services used its procurement system to send out email notifications to vendors registered under relevant commodity codes. To further increase competition, the Office of Procurement Services uses historical solicitation information, the Internet, and vendor contact information obtained from user departments to contact additional vendors.

On November 10, 2015, the City Council authorized a living wage policy that requires contractors to pay their employees a “living wage” rate as established annually by the Massachusetts Institute of Technology Living Wage Calculator for Dallas County by Resolution No. 15-2141. The calculated living wage during the solicitation process of this contract is \$18.24; the selected vendor meets this requirement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 25, 2020, the City Council authorized a three-year service price agreement for grounds maintenance services at various locations for the Library with Edens Touch Diversified, LLC by Resolution No. 20-0471.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
General Fund	\$344,713.44	\$344,713.44	\$344,713.44

M/WBE INFORMATION

In accordance with the City’s Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Procurement Category	M/WBE Goal
\$1,034,140.32	Other Services	32.00%
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
32.00%	32.00%	\$330,924.90
• This contract meets the M/WBE goal.		
• BrightView Landscape Services, Inc. - Local; Workforce - 36.17% Local		

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Request for Competitive Sealed Proposal	<ul style="list-style-type: none"> • Utilized for high technology procurements, insurance procurements, and other goods and services • Recommended offeror whose proposal is most advantageous to the City, considering the relative importance of price, and other evaluation factors stated in the specifications • Always involves a team evaluation • Allows for negotiation on contract terms, including price
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The Office of Procurement Services received the following proposals from solicitation number BAZ24-00025391. We opened them on September 20, 2024. We recommend the City Council award this service price agreement in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Amount</u>
*BrightView Landscape Services, Inc.	2315 Southwell Rd. Dallas, TX 75229	84.67
Urban Landscaping & Irrigation	700 South Dallas Ave. Lancaster, TX 75146	61.01
SRH Landscapes LLC	7714 Frank Jackson Dr. Dallas, TX 75252	56.43
Abescape Group	1418 Milam St. Fort Worth, TX 76112	51.65
U.S. Lawns-FortWorth/ Grapevine/Dallas	2607 Aero Dr. Grand Prairie, TX 75052	47.97
Good Earth Corp.	7922 Forney Rd. Dallas, TX 75227	45.01
Greenforest Landscaping & Maintenance, Inc.	403 West Simonds Rd. Seagoville, TX 75159	35.95

OWNER/EXECUTIVE**BrightView Landscape Services, Inc.**

Dale Asplund, Chief Executive Officer

April 9, 2025

WHEREAS, on March 25, 2020, the City Council authorized a three-year service price agreement for grounds maintenance services at various locations for the Library with Edens Touch Diversified, LLC, in an estimated amount of \$1,619,310.00, by Resolution No. 20-0471.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a service price agreement with BrightView Landscape Services, Inc. (VS0000051508), approved as to form by the City Attorney, for grounds maintenance services for the Library for a term of three years, in the estimated amount of \$1,034,140.32. The amount payable pursuant to this service price agreement may exceed the estimated amount, but may not exceed the amount of budgetary appropriations for this service price agreement during its term. Payments made to BrightView Landscape Services, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by BrightView Landscape Services, Inc. under the service price agreement. The City Manager is further authorized, in the City Manager's sole discretion, to exercise an option to extend the agreement for six months by filing a notice of extension with the City Secretary's Office.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an estimated amount of at least \$1,034,140.32 (subject to annual appropriations), but not more than the amount of budgetary appropriations for this service price agreement during its term to BrightView Landscape Services, Inc. from Service Price Agreement Contract No. POM-2024-00025391.

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



Agenda Information Sheet

File #: 25-1008A

Item #: 26.

STRATEGIC PRIORITY: Core
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): Citywide
DEPARTMENT: Office of Procurement Services
EXECUTIVE: Donzell Gipson

SUBJECT

Authorize a three-year service price agreement for repairs, maintenance, and support for air blowers, compressors, and dryers used in the water purification and wastewater treatment processes for the Dallas Water Utilities Department - BCV Systems, LLC in the estimated amount of \$844,721.90, FCX Performance, Inc. in the estimated amount of \$314,689.00, and Anytime Pump Service Company dba CIE in the estimated amount of \$35,850.00, most advantageous proposers of three - Total estimated amount of \$1,195,260.90 - Financing: Dallas Water Utilities Fund (subject to annual appropriations)

BACKGROUND

This action does not encumber funds; the purpose of a service price agreement is to establish firm pricing for services, for a specific term, which are ordered on an as needed basis according to annual budgetary appropriations. The estimated amount is intended as guidance rather than a cap on spending under the agreement, so that actual need combined with the amount budgeted will determine the amount spent under this agreement.

This service price agreement will provide for repairs, maintenance, and support for air blowers, compressors, and dryers used in the water purification and wastewater treatment processes for the Dallas Water Utilities Department. It ensures these critical systems are maintained to manufacturer specifications, including on-site inspections, performance analysis, and testing to ensure optimal operation.

The contract also covers fabrication and alignment services as needed. The equipment covered plays a vital role in both water and wastewater treatment, supporting functions such as filter backwash air scour, chemical offloading, nitrogen boost processes, and driving pneumatic valve actuators for filter operation.

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

- Dallas Fire-Rescue Department (1)
- Dallas Water Utilities Department (2)
- Department of Facilities and Real Estate Management (1)
- Office of Procurement Services (2)*

*The Office of Procurement Services evaluated cost and local preference, if applicable.

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

- Cost and timeframe 30 points
- Experience 25 points
- Approach 25 points
- Business Inclusion and Development Plan 15 points
- Local Preference Program 5 points

As part of the solicitation process and in an effort to increase competition, the Office of Procurement Services used its procurement system to send out email notifications to vendors registered under relevant commodity codes. To further increase competition, the Office of Procurement Services uses historical solicitation information, the Internet, and vendor contact information obtained from user departments to contact additional vendors.

On November 10, 2015, the City Council authorized a living wage policy that requires contractors to pay their employees a “living wage” rate as established annually by the Massachusetts Institute of Technology Living Wage Calculator for Dallas County by Resolution No. 15-2141. The calculated living wage during the solicitation process of this contract is \$18.24; the selected vendor meets this requirement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 23, 2019, the City Council authorized a three-year service price agreement for air blower, compressor, and dryer repair services citywide with Lone Star Blower, Inc., FCX Performance, Inc. dba Pierce Pump Co., and August Industries, Inc. by Resolution No. 19-0190.

FISCAL INFORMATION

Fund	FY 2024	FY 2025	Future Years
Dallas Water Utilities Fund	\$35,850.00	\$844,721.90	\$314,689.00

M/WBE INFORMATION

In accordance with the City’s Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Procurement Category	M/WBE Goal
\$1,195,260.90	Other Services	N/A
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
N/A	N/A	N/A
<ul style="list-style-type: none"> • This item is Other Services which does not have an availability and disparity participation goal. • Anytime Pump Service Company dba CIE - Local; Workforce - 0.00% Local • BCV Systems, LLC - Non-local; Workforce - 0.00% Local • FCX Performance, Inc. - Local; Workforce 15.00% Local 		

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Request for Competitive Sealed Proposal	<ul style="list-style-type: none"> • Utilized for high technology procurements, insurance procurements, and other goods and services • Recommended offeror whose proposal is most advantageous to the City, considering the relative importance of price, and other evaluation factors stated in the specifications • Always involves a team evaluation • Allows for negotiation on contract terms, including price
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The Office of Procurement Services received the following proposals from solicitation number BNZ24-00025503. We opened them on October 4, 2024. We recommend the City Council award this service price agreement to the most advantageous proposers.

*Denotes successful proposers

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
*BCV Systems, LLC	1815A East Seminole St. Springfield, MO 65804	75.25
*Anytime Pump Service Company dba CIE	1222 South Cedar Ridge Dr. Duncanville, TX 75137	74.00
*FCX Performance, Inc.	9010 John West Carpenter Fwy. Dallas, TX 75247	65.00

OWNERS/EXECUTIVES

BCV Systems, LLC

Rachid Kaina, President

FCX Performance, Inc.

Bud Hoffner, President

Anytime Pump Service Company dba CIE

Michael Villarreal, Operations Executive

April 9, 2025

WHEREAS, on January 23, 2019, the City Council authorized a three-year service price agreement for air blower, compressor, and dryer repair services citywide with Lone Star Blower, Inc. in the amount of \$1,591,465.00, FCX Performance, Inc. dba Pierce Pump Co. in the amount of \$721,257.50, and August Industries, Inc. in the amount of \$39,338.00, in a total amount not to exceed \$2,352,060.50, by Resolution No. 19-0190.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a service price agreement with BCV Systems, LLC (VS92208) in the estimated amount of \$844,721.90, FCX Performance, Inc. (VC14294) in the estimated amount of \$314,689.00, and Anytime Pump Service Company dba CIE (510337) in the estimated amount of \$35,850.00, approved as to form by the City Attorney, for repairs, maintenance, and support for air blowers, compressors, and dryers used in the water purification and wastewater treatment processes for the Dallas Water Utilities Department for a term of three years, in the estimated amount of \$1,195,260.90. The amount payable pursuant to this service price agreement may exceed the estimated amount, but may not exceed the amount of budgetary appropriations for this service price agreement during its term. Payments made to BCV Systems, LLC, FCX Performance, Inc., and Anytime Pump Service Company dba CIE, shall be based only on the amount of the services directed to be performed by the City and properly performed by BCV Systems, LLC, FCX Performance, Inc., Anytime Pump Service Company dba CIE, under the service price agreement. The City Manager is further authorized, in the City Manager's sole discretion, to exercise an option to extend the agreement for six months by filing a notice of extension with the City Secretary's Office.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an estimated amount of at least \$1,195,260.90 (subject to annual appropriations), but not more than the amount of budgetary appropriations for this service price agreement during its term to BCV Systems, LLC, FCX Performance, Inc., and Anytime Pump Service Company dba CIE, from Service Price Agreement Contract No. DWU-2024-00025503.

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



Agenda Information Sheet

File #: 25-1007A

Item #: 27.

STRATEGIC PRIORITY: Core
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): Citywide
DEPARTMENT: Office of Procurement Services
EXECUTIVE: Donzell Gipson

SUBJECT

Authorize a five-year service price agreement for minor plumbing repair services for the Office of Environmental Quality & Sustainability - A Star Heat & Air, Inc., most advantageous proposer of two - Estimated amount of \$4,236,018.00 - Financing: ~~General~~ [Dallas Water Utilities](#) Fund (subject to annual appropriations)

BACKGROUND

This action does not encumber funds; the purpose of a service price agreement is to establish firm pricing for services, for a specific term, which are ordered on an as needed basis according to annual budgetary appropriations. The estimated amount is intended as guidance rather than a cap on spending under the agreement, so that actual need combined with the amount budgeted will determine the amount spent under this agreement.

This service price agreement will provide for minor plumbing repair services for the Office of Environmental Quality & Sustainability. This service agreement will provide for the City Minor Plumbing Repair Program which provides plumbing services for low-income customers. Residents must own their home and reside at the property. Services will include minor leak repairs to reduce water consumption and installation of high-efficiency toilets, low flow showerheads, and faucet aerators. Repairs are limited to minor freshwater leaks.

A five-member committee from the following departments reviewed and evaluated the qualifications:

- Dallas Water Utilities Department (1)
- Department of Facilities and Real Estate Management (1)
- Office of Environmental Quality & Sustainability (1)
- Office of Procurement Services (2)*

*The Office of Procurement Services evaluated cost and local preference, if applicable.

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

- Cost and timeframe 30 points
- Experience 25 points
- Approach 25 points
- Business Inclusion and Development Plan 15 points
- Local Preference Program 5 points

As part of the solicitation process and in an effort to increase competition, the Office of Procurement Services used its procurement system to send out email notifications to vendors registered under relevant commodity codes. To further increase competition, the Office of Procurement Services uses historical solicitation information, the Internet, and vendor contact information obtained from user departments to contact additional vendors.

On November 10, 2015, the City Council authorized a living wage policy that requires contractors to pay their employees a “living wage” rate as established annually by the Massachusetts Institute of Technology Living Wage Calculator for Dallas County by Resolution No. 15-2141. The calculated living wage during the solicitation process of this contract is \$18.24; the selected vendor meets this requirement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 13, 2020, the City Council authorized a five-year service price agreement for minor plumbing repair services for the Office of Environmental Quality and Sustainability with A Star Heat and Air, Inc. by Resolution No. 20-0739.

[The Environmental Commission was briefed by memorandum regarding this matter on February 12, 2025.](#)

[The Parks, Trails and the Environment Committee was briefed by memorandum regarding this matter March 3, 2025.](#)

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
General <u>Dallas Water Utilities</u> Fund	\$353,000.00	\$550,000.00	\$3,333,018.00

~~This will be fully reimbursed by the Dallas Water Utilities Department.~~

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Procurement Category	M/WBE Goal
\$4,236,018.00	Other Services	N/A
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
N/A	100.00%	\$4,236,018.00
<ul style="list-style-type: none"> • The Business Inclusion and Development Policy does not apply to Other Service contracts, however the prime contractor is a certified M/WBE. • A Star Heat & Air, Inc. - Local; Workforce - 26.00% Local 		

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Request for Competitive Sealed Proposal	<ul style="list-style-type: none"> • Utilized for high technology procurements, insurance procurements, and other goods and services • Recommended offeror whose proposal is most advantageous to the City, considering the relative importance of price, and other evaluation factors stated in the specifications • Always involves a team evaluation • Allows for negotiation on contract terms, including price
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The Office of Procurement Services received the following proposals from solicitation number BKZ24-00025426. We opened them on September 13, 2024. We recommend the City Council award this service price agreement in its entirety to the most advantageous proposer.

*Denotes successful proposer

<u>Proposers</u>	<u>Address</u>	<u>Score</u>
*A Star Heat & Air, Inc.	9201 Forest Lane Lane Dallas, TX 75243	76.33
U.S. Plumbing and Remodeling Inc.	12714 Lake June Road Balch Springs, TX 75180	22.67

OWNER

A Star Heat & Air, Inc.

Eliseo Esparza R., Owner

April 9, 2025

WHEREAS, on May 13, 2020, the City Council authorized a five-year service price agreement for minor plumbing repair services for the Office of Environmental Quality & Sustainability with A Star Heat and Air, Inc. in the estimated amount of \$3,414,490.49, by Resolution No. 20-0739.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute a service price agreement with A Star Heat & Air, Inc. (VS0000068679), approved as to form by the City Attorney, for minor plumbing repair services for the Office of Environmental Quality & Sustainability for a term of five years, in the estimated amount of \$4,236,018.00. The amount payable pursuant to this service price agreement may exceed the estimated amount, but may not exceed the amount of budgetary appropriations for this service price agreement during its term. Payments made to AStar Heat & Air, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by AStar Heat & Air, Inc. under the service price agreement. The City Manager is further authorized, in the City Manager's sole discretion, to exercise an option to extend the agreement for six months by filing a notice of extension with the City Secretary's Office.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an estimated amount of at least \$4,236,018.00 (subject to annual appropriations), but not more than the amount of budgetary appropriations for this service price agreement during its term to A Star Heat & Air, Inc. from Service Price Agreement Contract No. OEQ-2024-00025426.

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



Agenda Information Sheet

File #: 25-1009A

Item #: 28.

STRATEGIC PRIORITY: Vibrant
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): Citywide
DEPARTMENT: Park & Recreation Department
EXECUTIVE: John D. Jenkins

SUBJECT

An ordinance amending Chapter 32, "Parks and Water Reservoirs", of the Dallas City Code, by amending Section 32-11.3; to **(1)** add the Sunset Bay location that is in defense to prosecution for consuming or processing alcoholic beverages in a park; and **(2)** remove Dreyfuss Club location that is in defense to prosecution for consuming or processing alcoholic beverages in a park - Financing: No cost consideration to the City

BACKGROUND

The Park and Recreation Board has the authority by City Code Sec.32-11.3 to approve alcohol consumption on park property. That Subsection (b) of Section 32-11.3, "Possession of Alcoholic Beverages in Parks," of Article I, "In General," of Chapter 32, "Parks and Water Reservoirs," of the Dallas City Code, is amended to read as follows:

"(b) It is a defense to prosecution under Subsection (a) that:

(1) the person was on the premises of:

- (A) Fair Park;
- (B) Old City Park;
- (C) Reunion Park;
- (D) the DeGolyer Estate, Camp Estate, or other area of the Arboretum designated by the park and recreation board for the possession and consumption of an alcoholic beverage;
- (E) Betty Marcus Park, when attending a city-approved activity at the Meyerson Concert Hall;
- (F) an area in Samuell Farm designated by the park and recreation board for the possession and consumption of an alcoholic beverage;
- (G) the following park facilities, when pursuant to written permission of the director of the park and recreation department and in compliance with park facility reservation policies established by the park and recreation board:
 - (i) Arlington Hall;
 - (ii) Sunset Bay;

- (iii) Winfrey Point; or
- (iv) Big Thicket;
- (v) The Prism Center
- (H) a municipal golf course;
- (I) a park facility or other park property or part of a park property for which:
 - (i) a valid license issued by the Texas Alcoholic Beverage Commission existed;
- or
 - (ii) a lease or rental agreement had been granted by the city that allowed the possession and consumption of an alcoholic beverage; or

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 6, 2025, the Park and Recreation Board authorized an ordinance amending Chapter 32, "Parks and Water Reservoirs", of the Dallas City Code, by amending Section 32-11.3; adding the Sunset Bay location that is in defense to prosecution for consuming or processing alcoholic beverages in a park, while removing Dreyfuss Club.

FISCAL INFORMATION

No cost consideration to the City.

ORDINANCE NO. _____

An ordinance amending Chapter 32, “Parks and Water Reservoirs,” of the Dallas City Code, by amending Section 32-11.3; removing Dreyfuss Club and adding the Prism Center and Sunset Bay as locations that are a defense to prosecution for consuming or possessing alcoholic beverages in a park; providing a penalty not to exceed \$500; providing a saving clause; providing a severability clause; and providing an effective date.

Now, Therefore,

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

SECTION 1. That Subsection (b) of Section 32-11.3, “Possession of Alcoholic Beverages in Parks,” of Article I, “In General,” of Chapter 32, “Parks and Water Reservoirs,” of the Dallas City Code, is amended to read as follows:

“(b) It is a defense to prosecution under Subsection (a) that:

(1) the person was on the premises of:

(A) Fair Park;

(B) Old City Park;

(C) Reunion Park;

(D) the DeGolyer Estate, Camp Estate, or other area of the Arboretum designated by the park and recreation board for the possession and consumption of an alcoholic beverage;

(E) Betty Marcus Park, when attending a city-approved activity at the Meyerson Concert Hall;

(F) an area in Samuel Farm designated by the park and recreation board for the possession and consumption of an alcoholic beverage;

(G) the following park facilities, when pursuant to written permission of the director of the park and recreation department and in compliance with park facility reservation policies established by the park and recreation board:

- (i) Arlington Hall;
- (ii) Sunset Bay [~~Dreyfuss Club~~];
- (iii) Winfrey Point; or
- (iv) Big Thicket;

(H) a municipal golf course; [ø]

(I) a park facility or other park property or part of a park property for which:

(i) a valid license issued by the Texas Alcoholic Beverage Commission existed; or

(ii) a lease or rental agreement had been granted by the city that allowed the possession and consumption of an alcoholic beverage; or

(J) the Prism Center;

(2) the person was on the waters of a lake or water reservoir under the jurisdiction of the park and recreation board where the private launching and mooring of boats was permitted;

(3) the person was on premises where a special event, activity, or program was being conducted with written permission of the park and recreation board and the director of the park and recreation department and possession and consumption of an alcoholic beverage was allowed under the terms of the permission; or

(4) the container of alcoholic beverage possessed by the person had an unbroken seal or other evidence of having never been opened.”

SECTION 2. That, unless specifically provided otherwise by this ordinance or by state law, a person violating a provision of this ordinance is, upon conviction, punishable by a fine not to exceed \$500.

SECTION 3. That Chapter 32 of the Dallas City Code shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 4. That any act done or right vested or accrued, or any proceeding, suit, or prosecution had or commenced in any action before the amendment or repeal of any ordinance, or part thereof, shall not be affected or impaired by amendment or repeal of any ordinance, or part thereof, and shall be treated as still remaining in full force and effect for all intents and purposes as if the amended or repealed ordinance, or part thereof, had remained in force.

SECTION 5. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

SECTION 6. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:

TAMMY L. PALOMINO, City Attorney

By _____
Assistant City Attorney

Passed _____



Agenda Information Sheet

File #: 25-995A

Item #: 29.

STRATEGIC PRIORITY: Vibrant
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 10
DEPARTMENT: Park & Recreation Department
EXECUTIVE: John D. Jenkins

SUBJECT

Authorize **(1)** a three-month service contract to design and install a splash pad at Forest Audelia Park located at 9737 Forest Lane for the Park & Recreation Department with Kraftsman LP dba Kraftsman Commercial Playgrounds & Water Parks through the Texas Association of School Boards, Inc. (TASB) (BuyBoard) cooperative agreement; and **(2)** an increase in appropriations in an amount not to exceed \$776,000.00 - Not to exceed \$776,000.00 - Financing: Capital Gifts Donations and Development Fund

BACKGROUND

This service contract will be used for the design and installation of a splash pad at the Forest Audelia Park located at 9737 Forest Lane. This project will enhance critical greenspace in a historically underserved neighborhood.

The Forest Audelia Park is centrally located near an elementary education academy, residential neighborhoods and Audelia Park. The splash pad is one of several planned improvements to the new park, including a neighborhood park with a playground and sports courts, plus an indoor space for a cultural center, recreation center, library, and boxing gym.

Splash pads have become one of the most popular methods of encouraging physical activity amongst youth, helping to develop children's aerobic capacity, muscular strength, agility, reflexes, coordination and motor skills. In addition, splash pads employ an inclusive design approach that incorporates both accessibility and universality. This allows for the accommodation of as many people as possible, regardless of age or physical ability.

The Texas Association of School Boards (BuyBoard) cooperative agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code. Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 28, 2024, the City Council authorized the transfer and reallocation of ARPA funds from the U.S. Department of Treasury for the Coronavirus Local Fiscal Recovery Fund to the ARPA Redevelopment multi-year fund to provide assistance with completing projects by Resolution No. 24-0315.

On March 20, 2025, the Park and Recreation Board approved the three-month service contract to design and install a splash pad at Forest Audelia Park located at 9737 Forest Lane for the Park & Recreation Department with Kraftsman LP dba Kraftsman Commercial Playgrounds & Water Parks through the Texas Association of School Boards, Inc. (BuyBoard) cooperative agreement.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Capital Gifts Donations and Development Fund	\$776,000.00	\$0.00	\$0.00

M/WBE INFORMATION

In accordance with the City's Business Inclusion and Development Policy adopted on September 23, 2020, by Resolution No. 20-1430, as amended, the M/WBE participation on this contract is as follows:

Contract Amount	Procurement Category	M/WBE Goal
\$776,000.00	Construction	N/A
M/WBE Subcontracting %	M/WBE Overall %	M/WBE Overall Participation \$
N/A	N/A	N/A
<ul style="list-style-type: none"> The Business Inclusion and Development Policy does not apply to Cooperative Purchasing Agreements. Kraftsman Commercial Playgrounds and Water Parks - Non-local; Workforce - 0.00% Local 		

PROCUREMENT INFORMATION

Method of Evaluation for Award Type:

Cooperative Purchasing Agreement	Cooperative Purchasing Agreements enable the City to associate with State agencies, other local governments, or local cooperative organizations comprised of other state and local governments, to leverage market buying power and enable the City to purchase goods or services at lower prices Cooperative Purchasing is an alternative method of meeting the requirements for competitive bidding or competitive sealed proposals, not an exception from that requirement
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OWNER/EXECUTIVES

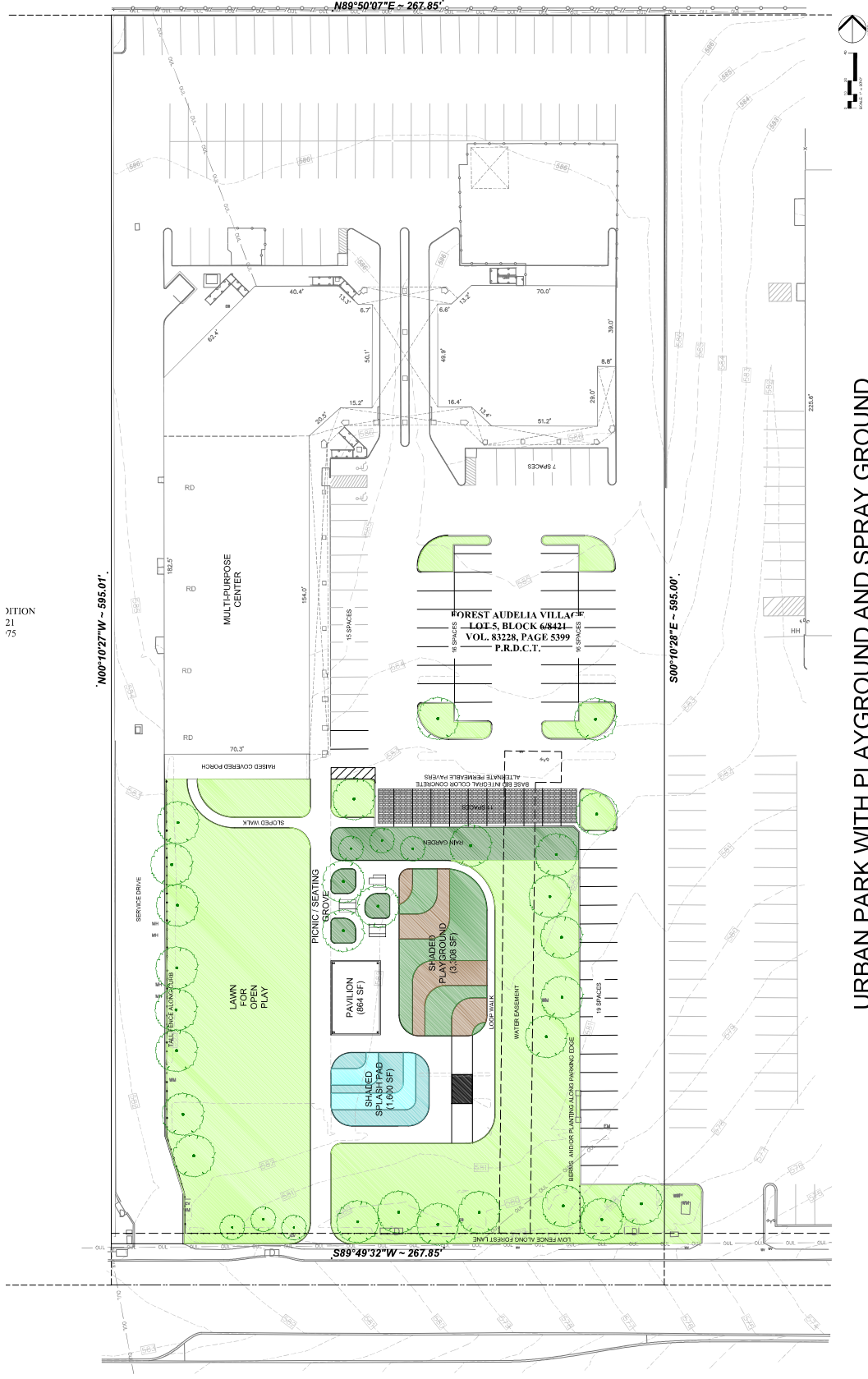
Kraftsman LP dba Kraftsman Commercial Playgrounds & Water Parks

19535 Haude Road
Spring, Texas 77388

Mark Soderberg, President/Chief Executive Officer
Kris Soderberg, Vice President

MAP

Attached



URBAN PARK WITH PLAYGROUND AND SPRAY GROUND



Dallas
Park & Recreation



CCA Landscape Architects, Inc.
1711 Whispering Pines Ln.
Gunter, TX 75558
P: 214.739.9105



Hahnfeld
Hoffer
Stanford
architects / planners / interiors

FOREST AUDELIA MULTIPURPOSE CENTER

April 9, 2025

WHEREAS, on February 28, 2024, the City Council authorized the transfer and reallocation of ARPA funds from the U.S. Department of Treasury for the Coronavirus Local Fiscal Recovery Fund to the ARPA Redevelopment multi-year fund to provide assistance with completing projects by Resolution No. 24-0315; and

WHEREAS, the City desires to enter into a three-month service contract with Kraftman LP dba Kraftsman Commercial Playgrounds & Water Parks through the Texas Association of School Boards (Buyboard) for design and install a splash pad for the Forest Audelia Park located at 9737 Forest Lane, in an amount not to exceed \$776,000.00.

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 City Manager are hereby authorized to execute an three-month service contract with Kraftsman LP dba Kraftsman Commercial Playgrounds & Water Parks through the Texas Association of School Boards (Buyboard), approved as to form by the City Attorney, for design and install a splash pad at Forest Audelia Park located at 9737 Forest Lane, in an amount not to exceed \$776,000.00.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$776,000.00 to with Kraftsman LP dba Kraftsman Commercial Playgrounds & Water Parks from the Capital Gifts Donations and Development Fund, Fund 0530, Department PKR, Unit W641, Object 4091/4599, Program PKFRST/AUD, Encumbrance/Contract No. CX-PKR-2025-00027225, Commodity 91200, Vendor VS85939.

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



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-833A

Item #: 30.

AGENDA DATE: April 9, 2025

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Secretary's Office

SUBJECT

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



Agenda Information Sheet

File #: 25-983A

Item #: 31.

STRATEGIC PRIORITY: Sustainable
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 4
DEPARTMENT: Dallas Water Utilities Department
EXECUTIVE: Dev Rastogi

SUBJECT

Authorize the second step of acquisition for condemnation by eminent domain to acquire a drainage easement containing approximately 865 square feet of land from Johnie Wilson and wife, Mary B. Wilson located at Fernwood Avenue near its intersection with Louisiana Avenue for the Kings Branch Culvert at Louisiana Project - Not to exceed \$7,500.00 (\$4,500.00 plus closing costs and title expenses not to exceed \$3,000.00) - Financing: Flood Control (D) Fund

BACKGROUND

This item authorizes the second step of acquisition for condemnation by eminent domain to acquire a drainage easement from Johnie Wilson and wife, Mary B. Wilson containing approximately 865 square feet of land located at Fernwood Avenue near its intersection with Louisiana Avenue for the Kings Branch Culvert at Louisiana Project. This project will remove the existing drainage infrastructure and construct a bigger box culvert and will also regrade the existing drainage channel to enhance storm water capacity and reduce the risk of flooding during heavy storm events. To accomplish these improvements, the City needs to acquire the drainage easement on the subject property.

The first resolution was approved on January 22, 2025, by Resolution No. 25-0192, and authorized the purchase in the total amount of \$7,500.00 based upon an independent appraisal. The City cannot move forward with the acquisition because living heirs have not accepted the easement acquisition offer. There are no relocation benefits associated with this acquisition.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 22, 2025, the City Council authorized acquisition of a drainage easement containing approximately 865 square feet of land from Johnie Wilson and wife, Mary B. Wilson, located at Fernwood Avenue near its intersection with Louisiana Avenue for the Kings Branch Culvert at Louisiana Project, by Resolution No. 25-0192.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
Flood Control (D) Fund	\$7,500.00	\$0.00	\$0.00

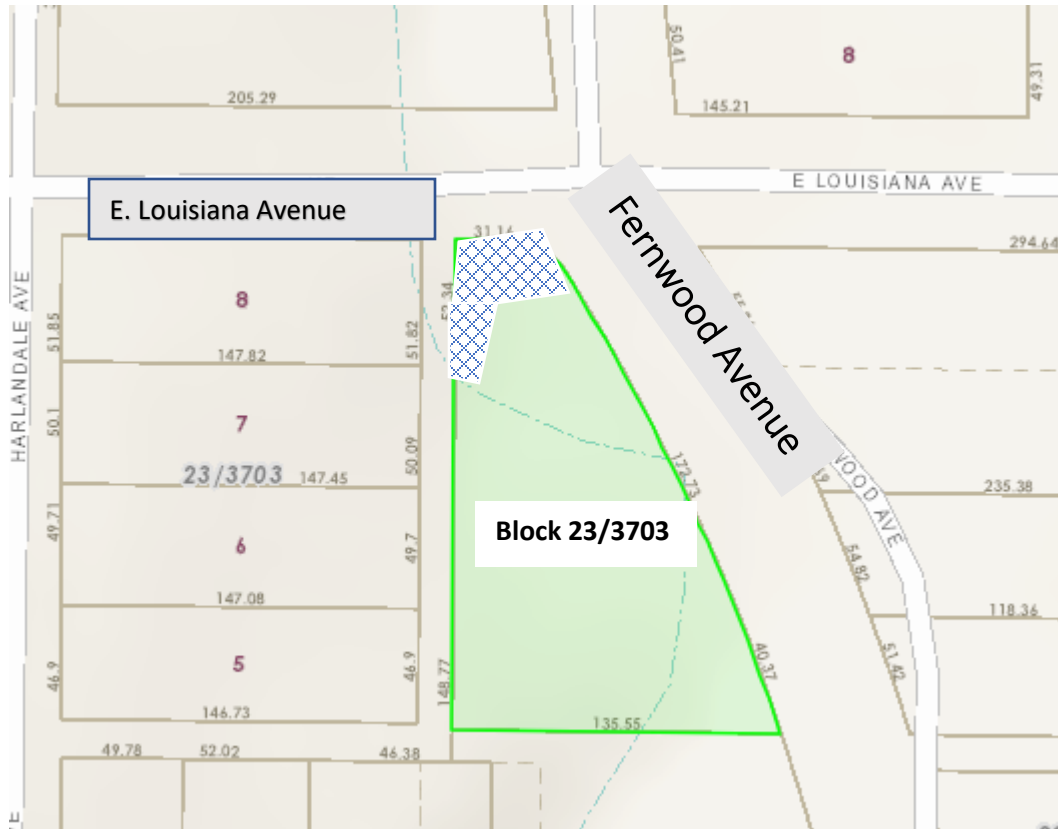
OWNERS

Johnie Wilson, Owner

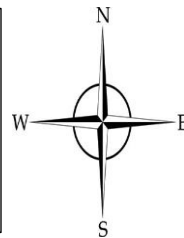
Mary B. Wilson, Owner

MAP

Attached



SUBJECT: 865 Sq.
Ft. Drainage
Easement



April 9, 2025

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF REAL PROPERTY.

All capitalized terms are defined in Section 1 below.

WHEREAS, the Dallas City Council by the FIRST RESOLUTION found that the USE of the PROPERTY INTEREST in and to the PROPERTY for the PROJECT is a public use; and

WHEREAS, the Dallas City Council by the FIRST RESOLUTION found that a public necessity requires that CITY acquire the PROPERTY INTEREST in and to the PROPERTY from OWNER for the PROJECT; and

WHEREAS, the Dallas City Council by the FIRST RESOLUTION authorized acquisition, by purchase, of the PROPERTY INTEREST in and to the PROPERTY held by OWNER for the PROJECT; and

WHEREAS, OWNER refused to sell the PROPERTY INTEREST in and to the PROPERTY to CITY for the OFFICIAL OFFER AMOUNT contained in the FIRST RESOLUTION; and

WHEREAS, the Dallas City Council desires to authorize the City Attorney to acquire the PROPERTY INTEREST in and to the PROPERTY by condemnation for the OFFICIAL OFFER AMOUNT stated herein:

NOW, THEREFORE,

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

SECTION 1. For the purposes of this resolution, the following definitions shall apply:

“CITY”: The City of Dallas

“FIRST RESOLUTION”: Resolution No. 25-0192 approved by the Dallas City Council on January 22, 2025, which is incorporated herein by reference.

“PROPERTY”: Authorize acquisition of a drainage easement containing approximately 865 square feet of land located in Dallas County, Texas, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

“PROPERTY INTEREST”: Easement Interest

“PROJECT”: Kings Branch Culvert at Louisiana Project

April 9, 2025

"USE": The installation, use, and maintenance of a pipeline or lines and or other improvements as may be necessary for the control of drainage and flooding provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

"OWNER": Johnie Wilson and wife, Mary B. Wilson provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"OFFICIAL OFFER AMOUNT": \$4,500.00

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$3,000.00

"AUTHORIZED AMOUNT": \$7,500.00 (OFFICIAL OFFER AMOUNT)

"DESIGNATED FUNDS": OFFICIAL OFFER AMOUNT payable out of the Flood Control D Fund, Fund 1V23, Department SDM, Unit VD59, Activity SDRS, Program No. TW17VD59, Object 4210, Encumbrance/Contract No. SDM-2023-00023280; and Closing Costs and title expenses payable out of the Flood Control D Fund, Fund 1V23, Department SDM, Unit VD59, Activity SDRS, Program No. TW17VD59, Object 4230, Encumbrance/Contract No. SDM-2025-00026562. The OFFICIAL OFFER AMOUNT SHALL NOT EXCEED THE AUTHORIZED AMOUNT.

SECTION 2. That the CITY will pay court costs as may be assessed by the Special Commissioners or the Court. Further, that litigation expenses determined by the City Attorney to be necessary are authorized for payment. All costs and expenses described in this section shall be paid out of and charged to the DESIGNATED FUNDS.

SECTION 3. That the City Attorney is authorized and requested to file the necessary proceeding and take the necessary action for the acquisition of the PROPERTY INTEREST in and to the PROPERTY by condemnation or in any manner provided by law.

SECTION 4. That in the event it is subsequently determined that additional persons or entities other than those named herein have an interest in the PROPERTY, the City Attorney is authorized and directed to join said parties as defendants in said condemnation proceeding and/or suit.

April 9, 2025

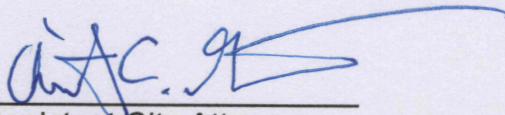
SECTION 5. That in the event the Special Commissioners appointed by the Court return an award that is the same amount, or less, than the OFFICIAL OFFER AMOUNT, the City Attorney is hereby authorized to acquire the PROPERTY INTEREST in and to the PROPERTY by instrument, or judgment, for the Special Commissioners' Award Amount. If the PROPERTY INTEREST in and to the PROPERTY is being acquired by instrument, the Chief Financial Officer is hereby authorized and directed to issue a check, paid out of and charged to the DESIGNATED FUNDS, in an amount not to exceed the Special Commissioners' Award Amount, made payable to OWNER, or the then current owner(s) of record, or to the title company insuring the transaction described herein. If the PROPERTY INTEREST in and to the PROPERTY is not being acquired through instrument, the Chief Financial Officer is hereby authorized and directed to issue a check, paid out of and charged to the DESIGNATED FUNDS, in an amount not to exceed the Special Commissioners' Award Amount, made payable to the County Clerk of Dallas County, Texas, to be deposited into the registry of the Court, to enable CITY to take possession of the PROPERTY INTEREST in and to the PROPERTY without further action of the Dallas City Council. The Chief Financial Officer is further authorized and directed to issue another check, to be paid out of and charged to the DESIGNATED FUNDS, in the amount of the CLOSING COSTS AND TITLE EXPENSES, made payable to the title company insuring the transaction described herein. The Special Commissioners Award Amount and the CLOSING COSTS AND TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

SECTION 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:

Tammy L. Palomino, City Attorney

BY


Assistant City Attorney

**FIELD NOTES DESCRIBING 865 SQUARE FOOT (0.020 ACRE)
DRAINAGE EASEMENT IN CITY BLOCK 23/3703
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 865 square foot (0.020 acre) tract of land out of the John McDowell Survey, Abstract No. 869, City of Dallas, Dallas County, Texas, lying in Lot B, Block 23/3703, Teames Subdivision, an Addition to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 20, Page 11, Map Records, Dallas County, Texas (M.R.D.C.T.) and also being out of a tract of land conveyed to Johnie Wilson and wife, Mary B. Wilson, by Special Warranty Deed recorded in Volume 73092, Page 1449, Deed Records of Dallas County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" at the northwesterly corner of said Lot B, said iron rod also being the intersection of the southerly right-of-way line of Louisiana Avenue (a 50-foot right-of-way) (Volume 1, Page 483, M.R.D.C.T.) and the easterly line of a 15-foot alley (Volume 1, Page 483, M.R.D.C.T.), from which a ½-inch iron rod found (Controlling Monument) at the intersection of the easterly right-of-way line of Fernwood Avenue (a 50-foot right-of-way) (Volume 1, Page 483, M.R.D.C.T.) and the northerly right-of-way line of said Louisiana Avenue bears North 55°28'57" East, a distance of 88.79 feet, and also from which a ¾-inch iron pipe found (Controlling Monument) at the intersection of the westerly right-of-way line of Harlandale Avenue (a 50-foot right-of-way) (Volume 1, Page 483, M.R.D.C.T.) and the northerly right-of-way line of said Louisiana Avenue bears North 77°04'01" West, a distance of 220.80 feet;

THENCE North 89°50'41" East, along the northerly line of said Lot B and the southerly right-of-way line of said Louisiana Avenue, a distance of 9.58 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" at the northeasterly corner of said Lot B, said point also being the intersection of the southerly right-of-way line of said Louisiana Avenue and the southwesterly right-of-way line of Fernwood Avenue (a 50' right-of-way) (Volume 1, Page 483, M.R.D.C.T.);

THENCE South 46°03'19" East, along the northeasterly line of said Lot B and the southwesterly right-of-way line of said Fernwood Avenue, a distance of 8.31 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" for corner, said point also being the beginning of a circular curve to the right having a radius of 472.34 feet and a chord that bears South 44°53'49" East, a distance of 17.82 feet;

THENCE Southeasterly, continuing along the northeasterly line of said Lot B and the southwesterly right-of-way line of said Fernwood Avenue, along said curve to the right, through a central angle of 02°09'41", an arc distance of 17.82 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" for corner;

THENCE South 51°39'55" West, departing the northeasterly line of said Lot B and the southwesterly right-of-way line of said Fernwood Avenue, over and across said Lot B, a distance of 21.03 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" for corner;

**FIELD NOTES DESCRIBING 865 SQUARE FOOT (0.020 ACRE)
DRAINAGE EASEMENT IN CITY BLOCK 23/3703
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE South 09°25'36" West, continuing over and across said Lot B, a distance of 28.61 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" for corner;

THENCE South 87°40'54" West, continuing over and across said Lot B, a distance of 6.72 feet to a ½-inch iron rod set with yellow plastic cap stamped "LIM ASSOC" for corner in the westerly line of said Lot B, said point also being in the easterly line of said 15-foot alley;

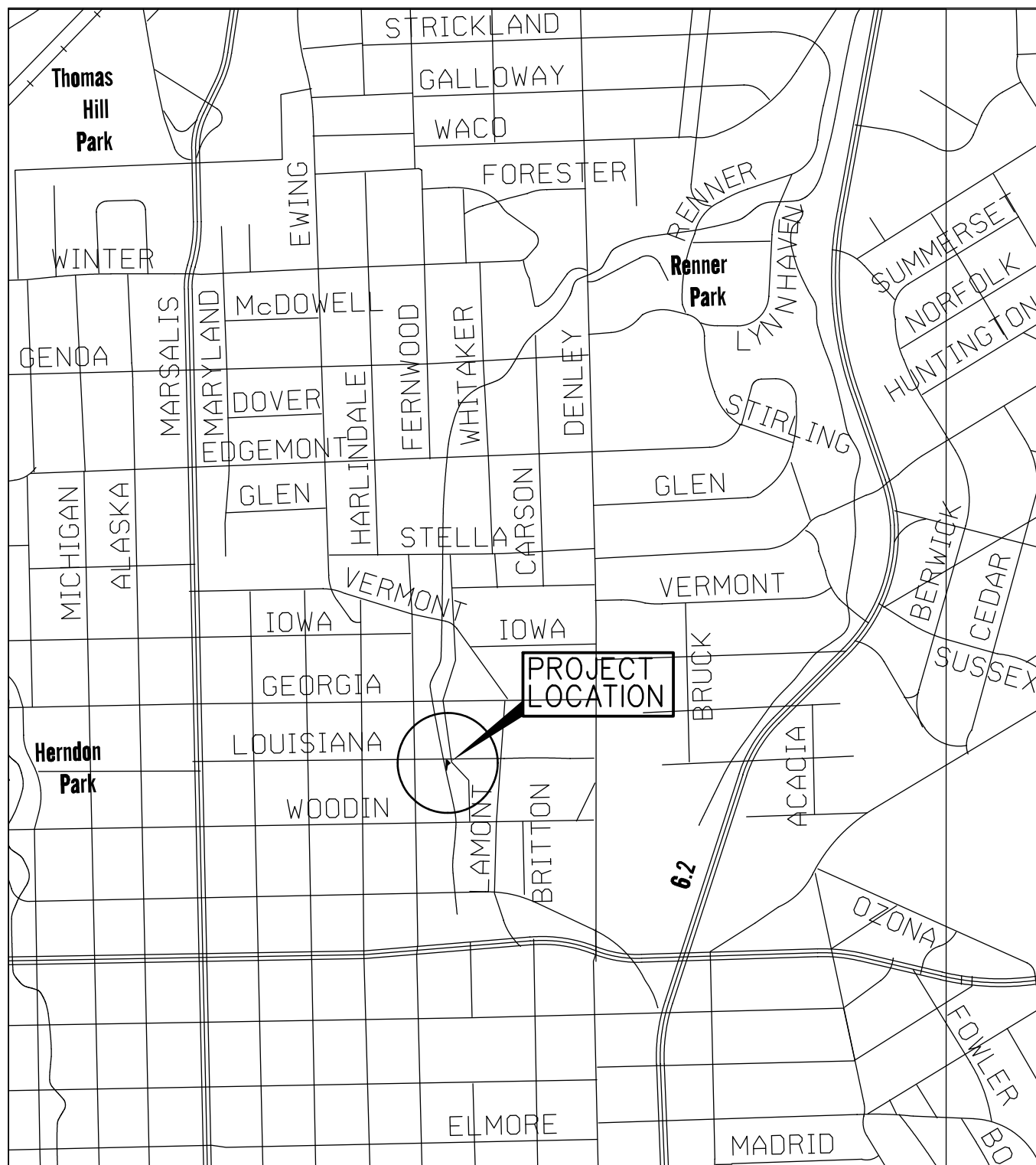
THENCE North 00°13'32" West, along the westerly line of said Lot B and the easterly line of said 15-foot alley, a distance of 59.91 feet to the **POINT OF BEGINNING**, containing 865 square feet or 0.020 acres, more or less.

BASIS OF BEARING: Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983.

Aug. 24, 2022

[illegible]

LIM JOB NO. 29108: LOUISIANA DE-2

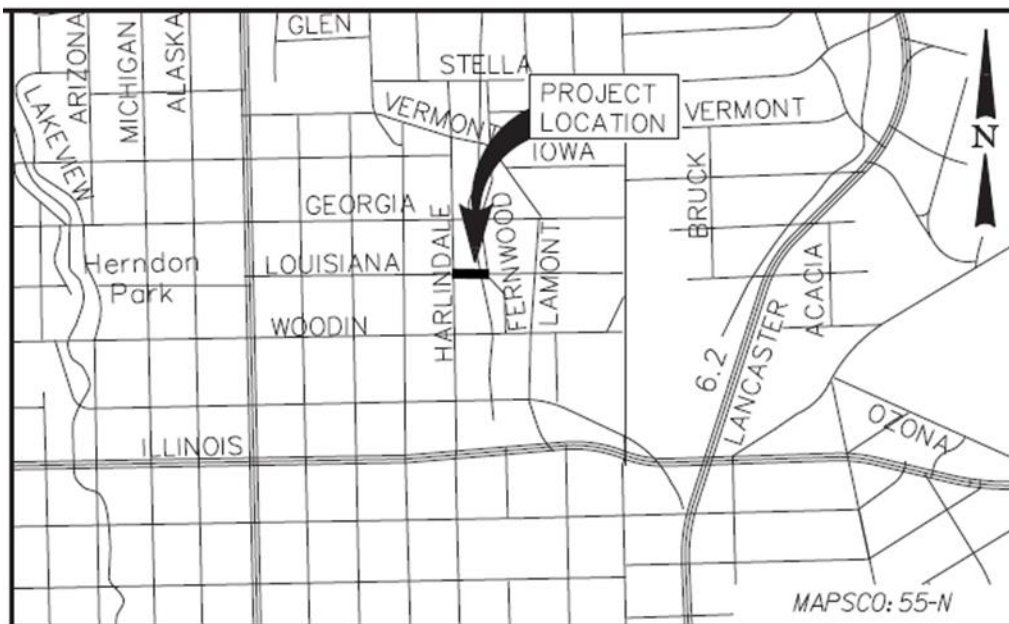
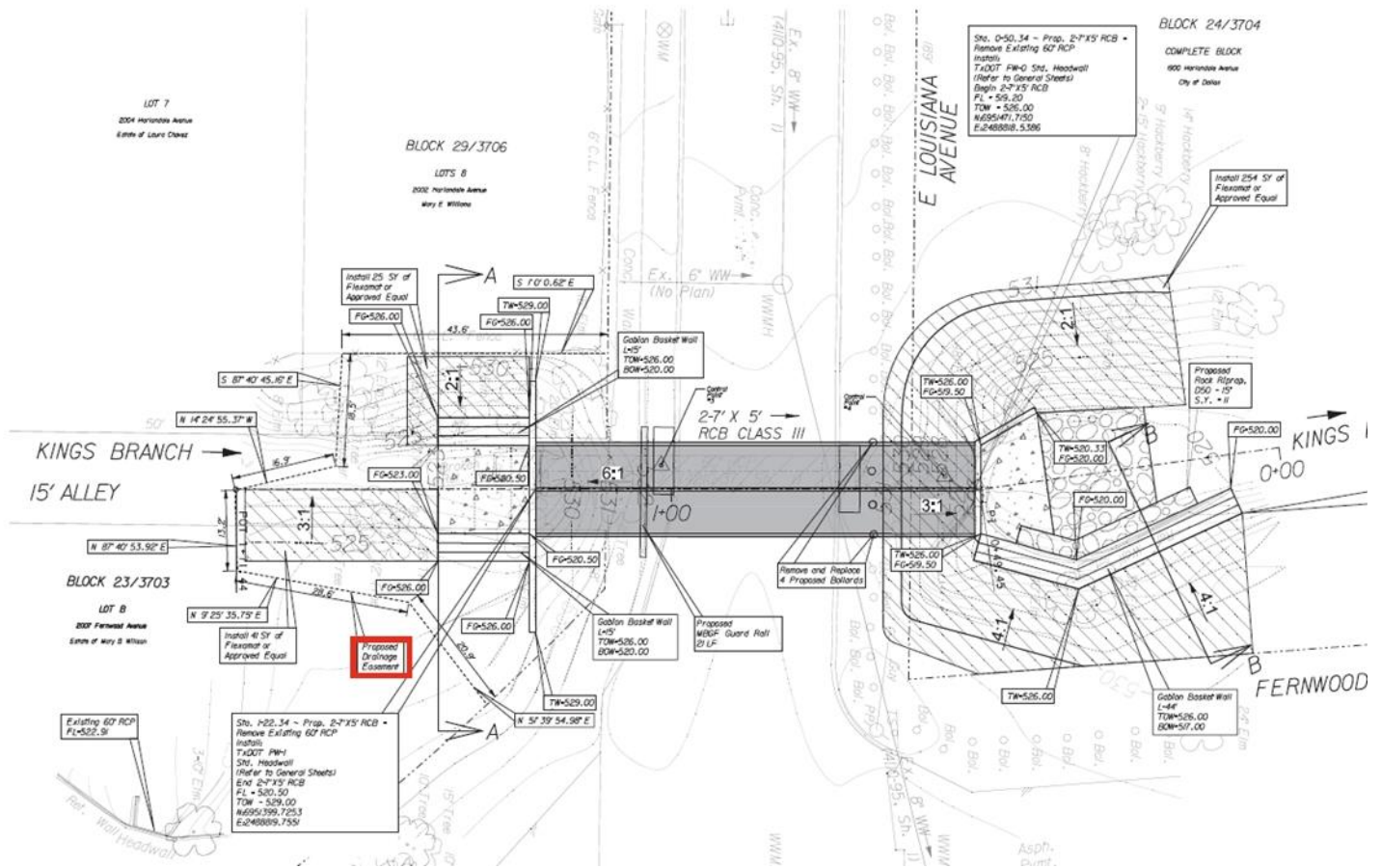


VICINITY MAP
(DALLAS MAPSCO 55-N)
LOUISIANA DE-2



& ASSOCIATES, inc.
engineering & surveying consultants
TBPELS Surveying Firm Reg. 101236-00
 1112 N. Zang Boulevard, Suite 200
 Dallas, Texas 75203
 Tel. (214) 942-1888 Fax (214) 942-9881

Exhibit A - Overall Scope of the Project





City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1156A

Item #: 32.

STRATEGIC PRIORITY: Core
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 14
DEPARTMENT: Department of Facilities and Real Estate Management
EXECUTIVE: Donzell Gipson

SUBJECT

Authorize **(1)** the acceptance of a land donation from Commerce and South Ervay Streets from Slaughter Partners, LP, CCS Commerce A, LLC and CCS Commerce B, LLC; and **(2)** negotiations of a tenant lease of approximately 2,500 square feet of improved land located near the intersection of Commerce and Ervay Streets for the 1607 Commerce Street Land Dedication Project - Not to exceed \$2,000.00, plus closing costs and title expenses - Financing: General Fund (This item was deferred on March 26, 2025)

BACKGROUND

This item authorizes **(1)** the acceptance of a land donation from Commerce and South Ervay Streets from Slaughter Partners, LP, CCS Commerce A, LLC and CCS Commerce B, LLC; and **(2)** negotiations of a tenant lease of approximately 2,500 square feet of improved land located near the intersection of Commerce and Ervay Streets for the 1607 Commerce Street Land Dedication Project. This property will be used for economic development purposes.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 26, 2025, this item was deferred by Councilmember Paull E. Ridley.

FISCAL INFORMATION

Fund	FY 2025	FY 2026	Future Years
General Fund	\$2,000.00	\$0.00	\$0.00

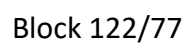
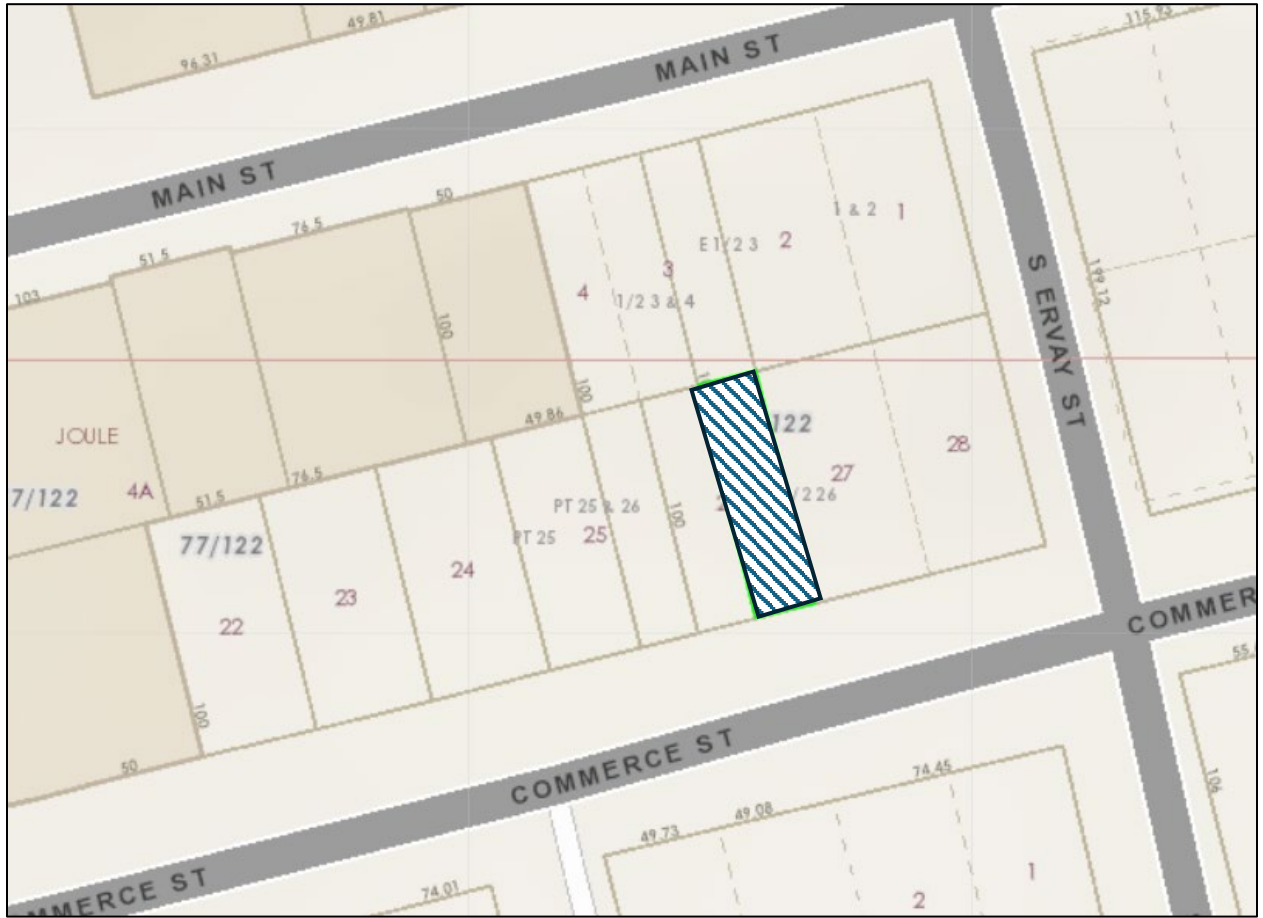
OWNERS/EXECUTIVES

Slaughter Partners, LP
CCS Commerce A, LLC
CCS Commerce B, LLC

Stephen J. Rogers, President
Timothy S. Rogers, President

MAP

Attached



April 9, 2025

A RESOLUTION DETERMINING UPON THE NECESSITY OF ACQUIRING REAL PROPERTY AND AUTHORIZING ITS ACQUISITION BY ACCEPTANCE OF A DONATION FOR PUBLIC USE.

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

"CITY": The City of Dallas

"PROPERTY": Approximately 2,500 square feet of land located in Dallas County, Texas, and being the same property more particularly described in "Exhibit A", attached hereto and made a part hereof for all purposes, and any and all improvements, rights and appurtenances appertaining thereto.

"PROJECT": 1607 Commerce Street Land Dedication Project

"USE": Future economic development purposes provided, however, to the extent fee title to the PROPERTY is acquired, such title and the PROPERTY shall not be limited to or otherwise deemed restricted to the USE herein provided.

"PROPERTY INTEREST": Fee Simple title subject to the exceptions, reservations, covenants, conditions and/or interests, if any, provided in the form instrument more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

"OWNER": Slaughter Partners, LP, CCS Commerce A, LLC and CCS Commerce B, LLC, provided, however, that the term "OWNER" as used in this resolution means all persons having an ownership interest, regardless of whether those persons are actually named herein.

"PURCHASE AMOUNT": NO COST CONSIDERATION

"CLOSING COSTS AND TITLE EXPENSES": Not to exceed \$2,000.00

"AUTHORIZED AMOUNT": Not to exceed \$2,000.00

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

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

SECTION 2. That the CITY shall acquire the PROPERTY INTEREST in the PROPERTY for the PROJECT by acceptance of a donation by OWNER for the PROJECT.

April 9, 2025

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

SECTION 4. That upon completion of tenant lease negotiations, the City Manager shall submit the final terms of the lease to the City Council, and upon City Council approval shall be authorized to execute said lease, approved as to form by the City Attorney.

SECTION 5. That to the extent the PROPERTY is being acquired by acceptance of a donation by OWNER, no bond proceeds are being used and the CITY has determined no need for an independent appraisal of the PROPERTY'S market value.

SECTION 6. That in the event this acquisition closes, the Chief Financial Officer is authorized and directed to draw a warrant in favor of the title company closing the transaction described herein in the amount of CLOSING COSTS AND TITLE EXPENSES payable out of General Funds, Fund 0001, Department FRM, Unit 1181, Activity n/a, Program RE25001, Object 3099, Encumbrance/Contract No. FRM-2025-00027398. The CLOSING COSTS and TITLE EXPENSES together shall not exceed the AUTHORIZED AMOUNT.

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

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

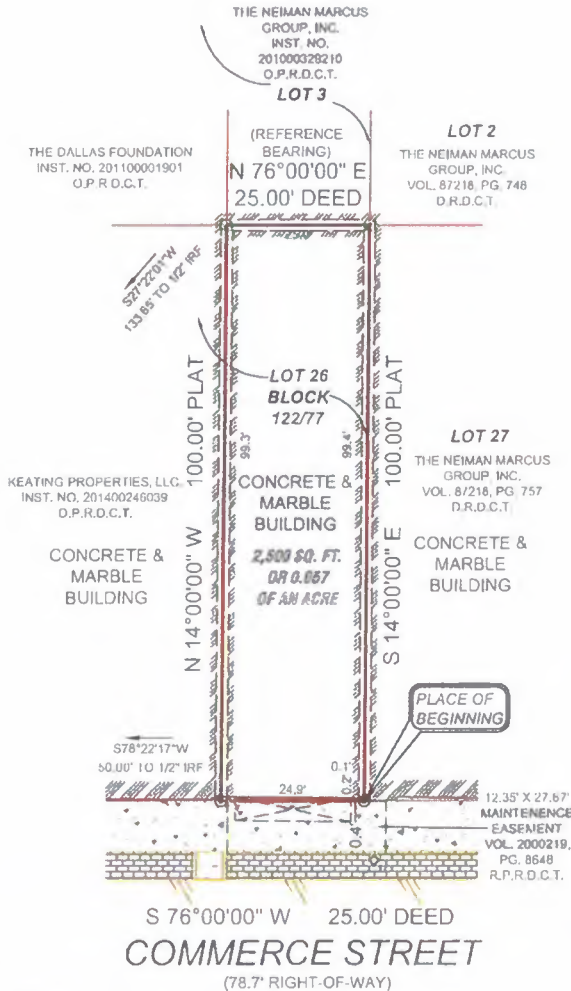
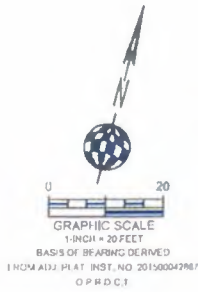
APPROVED AS TO FORM:
TAMMY L. PALOMINO,
City Attorney

BY


Assistant City Attorney

SURVEY PLAT

EXHIBIT A



NOTE: All 1/2 IRS are 1/2-inch iron rods with yellow plastic caps stamped "RPLS 5310".

LEGAL DESCRIPTION

Being the East one-half (1/2) of Lot 26, Block 122/77 of Smith Murphy and Martins Addition, an addition to the City of Dallas, Dallas County, according to the Map thereof recorded in Volume 143, Page 403, Map Records, Dallas County, Texas, and being a part of a tract of land described in deed to William Slaughter Rogers, recorded in Volume 84250, Page 3564, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a "X" set in the Northwest line of Commerce Street, a 78.7' right-of-way, and at the Southwest corner of a tract of land described in deed to The Neiman Marcus Group, INC., recorded in Volume 87218, Page 757, Deed Records, Dallas County, Texas;

Thence South 76°00'00" West along the said Northwest line, a distance of 25.00' to a "X" set at the Southeast corner of a tract of land described in deed to Keating Properties LLC, recorded in Instrument No. 201400246039 Official Public Records, Dallas County Texas;

Thence North 14°00'00" West, along the Northeast line of said Keating Properties tract, a distance of 100.00' to a point for corner, at the Southeast corner a tract of land described in deed to The Dallas Foundation, recorded in Instrument No. 201100001901, Official Public Records, Dallas County, Texas, and at the Southwest corner of a tract of land described in deed to The Neiman Marcus Group, INC., recorded in Instrument No. 201000329210, Official Public Records, Dallas County, Texas;

Thence North 76°00'00" East, along the Southeast line of said Neiman Marcus Group tract (201000329210), a distance of 25.00' to a point for corner, said point being the Southeast corner of said Neiman Marcus Group tract (201000329210) and at the Southwest corner of a tract of land described in deed to The Neiman Marcus Group, INC., recorded in Volume 87218, Page 748, Deed Records, Dallas County, Texas, and at the Northwest corner of said Neiman Marcus Group tract (87218/757);

Thence South 14°00'00" East, along the Southwest line of said Neiman Marcus Group tract (87218/757), a distance of 100.00' to the PLACE OF BEGINNING and containing 2,500 square feet or 0.057 of an acre of land.

SURVEYOR'S CERTIFICATION

I, John S. Turner, Registered Professional Land Surveyor No. 5310, do hereby certify to Richard Slaughter Bauer, Nancy MacGregor O'Neil, William Slaughter Rogers, and Chicago Title Insurance Company, all in connection with G. F. NO. CTC987-8000871700953-DL, that the plat shown hereon was prepared from and represents accurately a survey made, on the ground, under my direction and supervision. Significant improvements to the property are as shown hereon. Visible evidence of use of the subject property found on the ground is shown hereon. EXCEPT AS SHOWN, there were no visible and apparent easements, encroachments or protrusions of significant improvements across subject property lines found on the ground. Visible and apparent conflicts with boundaries of adjacent properties found on the ground (if any) are as shown hereon. The area of the property as shown hereon is correct. The property has contiguous or common lines with streets and alleys where shown hereon. This survey was compiled from recorded plats and/or deeds and other records, in conjunction with field measurements and significant and visible monumentation and evidence of boundaries found on the ground. According to the Community Panel No. 4813C0345J of the Federal Emergency Management Agency flood insurance rate map or flood hazard boundary map dated 08-23-2001, the property shown hereon is located in Zone "X". (This information is protracted from F.I.R.M.)

John S. Turner
JOHN S. TURNER RPLS 5310



This survey was performed exclusively for the parties in connection with the G. F. number shown hereon and is licensed for a single use. This survey remains the property of the Surveyor. Unauthorized reuse is not permitted without the expressed written permission of the Surveyor. This survey is an original work protected by United States Copyright law and international treaties. All rights reserved. Do not make illegal copies.

Please note that the use of the word "CERTIFY" or "CERTIFICATE" used hereon constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.

NOTES

1. 10'; Easement to Dallas Power & Light Company, recorded in Volume 1765, Page 142, R.P.R.D.C.T. (Does Not Affect)
2. 10'; Easement to Neiman Marcus Group, Inc., recorded in Volume 2000219, Page 8648, R.P.R.D.C.T. (Subject To - On Survey)
3. All 1/2 IRS are 1/2-inch iron rods with yellow plastic caps stamped "RPLS 5310".

LEGEND

10" IR FOUND	3/4" FOUND	TELE. BOX	BOLLARD POST	UTILITY POLE	OVERHEAD UTILITY LINE	CONCRETE	BUILDING LINE
10" IR SET	3/4" SET	CABLE BOX	SEPTIC COVER	WATER METER	PIPE VANE ANCHOR	GRAVEL	EASEMENT
3/4" IR FOUND	1" IR FOUND	ELECTRIC BOX	SAN. SLW. M81	GAS METER	BANDED INTERFENCE	BRICK	BOUNDARY
3/4" IR FOUND	1" IR FOUND	BRICK COLUMN	IRIGATION VALVE	A.C. PAD	IRON FENCE	STONE	HIGH BANK LINE
3/4" IR FOUND	1" IR FOUND	POINT FOR CORNER	WATER VALVE	TRANS. BOX	CHAMPION FENCE	WOOD DECK	FLOOR FLOORLINE
3/4" IR FOUND	1" IR FOUND	CON. MONUMENT	STORM DRAINAGE	1/2" IR FOUND	WOOD FENCE	CONCRETE WALL	HANDICAP SPACE
3/4" IR FOUND	1" IR FOUND	SAN. SLW. CO.	LIGHT PILE	P.O. IR FOUND	PIPE RAIL FENCE	STONE RET. WALL	

1607 COMMERCE STREET
DALLAS, TEXAS



A&W SURVEYORS, INC.

Professional Land Surveyors

TEXAS REGISTRATION NO. 100174-00

P.O. BOX 870029, ME SCHUTE, TX, 75187

PHONE: (972) 681-4975 FAX: (972) 681-4954

WWW.AWSURVEY.COM

JOB# 16-2087
DATE: 10-03-2019 REVISED IN OFFICE ONLY 08-23-2020
DRAWN BY: 509

A professional company operating in your best interest

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

GENERAL WARRANTY DEED

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

That Slaughter Partners, LP, a Texas limited partnership, CCS Commerce A, LLC, a Texas limited liability company and CCS Commerce B, LLC, a Texas limited liability company (hereinafter called "Grantor" whether one or more natural persons or legal entities) of the County of Dallas, State of Texas, for and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) to the undersigned in hand paid by the **City of Dallas, 1500 Marilla Street, Dallas, Texas 75201**, a Texas municipal corporation (hereinafter called "City"), the receipt of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED and does hereby GRANT, SELL AND CONVEY unto City, its successors and assigns the following (all said property and interests being collectively referred to herein as the "Property"):

(a) that certain tract or parcel of land (the "Land") in Dallas County, Texas, described more fully on Exhibit "A", attached hereto and incorporated herein for all purposes;

(b) all right, title and interest of Grantor, as owner of the Land, in (i) strips or gores, if any, between the Land and abutting properties and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Land;

(c) all improvements, buildings, structures, fixtures, and open parking areas which may be located on the Land (the "Improvements"), including, without limitation, all mechanical, electrical, heating, ventilation, air conditioning and plumbing fixtures, systems and equipment as well as compressors, engines, elevators and escalators, if any;

(d) all right, title and interest of Grantor, as owner of the Land, in and to any easements, rights-of-way, rights of ingress and egress or other interests in, on, or to any land, highway, street, road or avenue, opened or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land; and

(e) all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property.

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

EXECUTED this _____ day of _____, _____.

Slaughter Partners, LP, a Texas limited partnership

By: Slaughter 1926, Inc., General Partner, a Texas corporation, its General Partner

By: _____
Stephen J. Rogers, President

CCS Commerce A, LLC, a Texas limited liability company

By: _____
Timothy Rogers, Manager

CCS Commerce B, LLC, a Texas limited liability company

By: _____
Stephen J. Rogers, Agent

* * * * *

STATE OF TEXAS '
COUNTY OF DALLAS '

This instrument was acknowledged before me on _____
by Stephen J. Rogers, President of Slaughter 1926, Inc., a Texas corporation, General Partner of
Slaughter Partners, LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of TEXAS

STATE OF TEXAS '
COUNTY OF DALLAS '

This instrument was acknowledged before me on _____
by Timothy Rogers, Manager of CCS Commerce A, LLC, a Texas limited liability company, on behalf
of said limited liability company.

Notary Public, State of TEXAS

STATE OF TEXAS '
COUNTY OF DALLAS '

This instrument was acknowledged before me on _____
by Stephen J. Rogers, Agent of CCS Commerce B, LLC, a Texas limited liability company, on behalf
of said limited liability company.

Notary Public, State of TEXAS

After recording return to:
City of Dallas
Facilities and Real Estate Management
Real Estate Division
320 East Jefferson Boulevard, Room 203
Dallas, Texas 75203
Attn: Lisa Junge

Warranty Deed Log No. 54276



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-769A

Item #: 33.

Real Estate (Sec. 551.072 T.O.M.A.); Economic Development (Sec. 551.087 T.O.M.A.); and Attorney Briefing (Sec. 551.071 T.O.M.A.)

- (1) Deliberate the purchase, exchange, lease, or value of real property located at 1607 Commerce Street because deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; (2) discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and (3) seek the advice of the City Attorney on this matter.



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1274A

Item #: 34.

Real Estate (Sec. 551.072 T.O.M.A.) and Attorney Briefing (Sec. 551.071 T.O.M.A.)

- (1) Deliberate the purchase, exchange, lease, or value of real property located at 508 Young Street because deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person; and (2) seek the advice of the City Attorney on this matter.



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1049A

Item #: Z1.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 3
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an MF-2(A) Multifamily District with deed restrictions volunteered by the applicant, on property zoned an NS (A) Neighborhood Service District with deed restrictions [Z889-187 Tract 2] and an A(A) Agricultural District, on the north line of West Camp Wisdom Road, between Clark Road and Royal Cedar Way

Recommendation of Staff: Approval

Recommendation of CPC: Approval

Z223-220(MP)

FILE NUMBER: Z223-220(MP) **DATE FILED:** March 2, 2023

LOCATION: North line of West Camp Wisdom Road, between Clark Road and Royal Cedar Way

COUNCIL DISTRICT: 3

SIZE OF REQUEST: ±4.836 acres **CENSUS TRACT:** 48113016521

REPRESENTATIVE: Steven Uetrecht

APPLICANT: Thomas M. Gaubert

OWNER: TMG Irrevocable Trust

REQUEST: An application for an MF-2(A) Multifamily District with deed restrictions volunteered by the applicant, on property zoned an NS(A) Neighborhood Service District with deed restrictions [Z889-187 Tract 2] and an A(A) Agricultural District.

SUMMARY: The purpose of the request is to permit residential uses on the site.

STAFF RECOMMENDATION: Approval.

CPC RECOMMENDATION: Approval.

BACKGROUND INFORMATION:

- The area of request is zoned an NS(A) Neighborhood Service District and is currently undeveloped.
- The applicant is proposing to develop the site with residential uses.
- The existing deed restrictions prohibit general merchandise or food store 3,500 square feet or less and motor vehicle fueling station. Generally, this still permits by right Office category uses, Institutional and community service uses, Personal Service uses, and Restaurant without drive-in or drive-through service, as well as any of the uses permitted in NS(A) through SUP. The deed restrictions should not affect the development of residential uses.
- The requested MF-2(A) Multifamily District is more appropriate than the existing NS(A) Neighborhood Service District along a major thoroughfare and within walking distance to transit, educational facilities, and retail services.

Zoning History:

There have not been any zoning cases in the area in the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing/Proposed ROW
West Camp Wisdom Road	Principal Arterial	100 foot /107 foot ROW Bike Plan

Traffic:

The Transportation Development Services Division of the Transportation Department has reviewed the request and determined that it will not significantly impact the surrounding roadway system.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006 and outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The proposed MF-2(A) Multifamily District complies with the following land use goals and policies of the Comprehensive Plan:

LAND USE ELEMENT

GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES

Policy 1.1.1 Focus on Southern Sector development opportunities.

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

1.3.1.7 Implement zoning tools to accommodate alternative housing products.

GOAL 1.3 PROVIDE EQUITABLE OPPORTUNITIES FOR DALLAS RESIDENTS

Policy 1.3.1 Create housing opportunities throughout Dallas.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

GOAL 2.5 FOSTER A CITY OF GREAT NEIGHBORHOODS

Policy 2.5.1 Promote strong and distinctive neighborhoods to enhance Dallas' quality of life.

URBAN DESIGN ELEMENT

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY, AND WALKABILITY

Policy 5.1.1 Promote pedestrian friendly streetscapes.

Policy 5.1.3 Encourage complementary building height, scale, design, and character.

GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY

Policy 5.2.1 Maintain neighborhood scale and character.

GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

NEIGHBORHOOD PLUS

Goal 4 Attract and Retain the Middle Class

Policy 4.3 Enhance neighborhood desirability by improving infrastructure, housing stock, recreation, and safety.

Goal 5 Expand Homeownership

Policy 5.1 Encourage a wider range of well-designed and affordable housing types as a response to emerging homeownership preferences.

Policy 5.2 Encourage infill development and existing home improvements in target neighborhoods to attract and retain homeowners.

Goal 6 Enhance Rental Housing Options

Policy 6.1 Raise the quality of rental property through better design standards, proactive and systematic code enforcement, and zero tolerance towards chronic offenders.

Policy 6.2 Expand affordable housing options and encourage its distribution throughout the city and region.

Overall, the proposed change advances the Comprehensive Plan's goals to encourage a healthy mix of housing types, and strengthen neighborhood character and identity through complementary development. It also furthers Neighborhood Plus goals of widening housing options and improving housing desirability.

Land Use:

	Zoning	Land Use
Site	NS(A) Neighborhood Service District with deed restrictions [DR Z889-187_Tract 2], A(A) Agricultural District	Undeveloped
North	Planned Development District No. 938, A(A) Agricultural District	Multifamily, undeveloped
East	A(A) Agricultural District, TH-1(A) Townhouse District	Undeveloped, Single family
South	City of Duncanville	Outside city limit
West	Planned Development District No. 938	Multifamily

Land Use Compatibility:

The area of request is currently undeveloped. Property to the north and west are built out as multifamily under PD No. 938. Property to the east along West Camp Wisdom is a single family subdivision built out under TH-1(A). Properties to the south are outside of city limit within City of Duncanville. Staff finds that the proposed district is complementary with surrounding uses and zoning districts.

The proposed MF-2(A) would allow multiple residential uses including single family, duplex, retirement housing, and multifamily. Any of these residential options would be appropriate on the site, but generally, a higher density and more flexible building and lot formats, than those allowed by the existing zoning would be more appropriate along a major road. Along this portion of Camp Wisdom, the proposed use is consistent with multifamily uses to the west and could be supported by nearby retail uses and schools.

Land Use Comparison:**LEGEND**

	Use prohibited
•	Use permitted by right
S	Use permitted by Specific Use Permit
D	Use permitted subject to Development Impact Review
R	Use permitted subject to Residential Adjacency Review
★	Consult the use regulations in Section 51A-4.200 as applicable

	Existing	Proposed
Use	NS(A)	MF-2(A)
AGRICULTURAL USES		
Animal production		
Commercial stable		
Crop production	•	•
Private stable		
COMMERCIAL AND BUSINESS SERVICE USES		
Building repair and maintenance shop		
Bus or rail transit vehicle maintenance or storage facility		
Catering service		
Commercial cleaning or laundry plant		
Custom business services		
Custom woodworking, furniture construction, or repair		
Electronics service center		
Job or lithographic printing		
Labor hall		
Machine or welding shop		
Machinery, heavy equipment, or truck sales and services		
Medical or scientific laboratory		
Technical school		
Tool or equipment rental		
Vehicle or engine repair or maintenance		
INDUSTRIAL USES		
Alcoholic beverage manufacturing		
Gas drilling and production	S	
Gas pipeline compressor station		
Industrial (inside)		
Industrial (inside) for light manufacturing		

	Existing	Proposed
Use	NS(A)	MF-2(A)
Industrial (outside)		
Medical/infectious waste incinerator		
Metal salvage facility		
Mining		
Municipal waste incinerator		
Organic compost recycling facility		
Outside salvage or reclamation		
Pathological waste incinerator		
Temporary concrete or asphalt batching plant	S	S
INSTITUTIONAL AND COMMUNITY SERVICE USES		
Adult day care facility	•	•
Cemetery or mausoleum	S	S
Child-care facility	•	•
Church	•	•
College, university, or seminary	S	S
Community service center	S	S
Convalescent and nursing homes, hospice care, and related institutions		R
Convent or monastery	•	•
Foster home		•
Halfway house		
Hospital		
Library, art gallery, or museum	•	S
Open enrollment charter school or private school	S	S
Public school other than an open enrollment charter school	R	S
LODGING USES		
Extended stay hotel or motel		
Hotel or motel		
Lodging or boarding house		•
Overnight general purpose shelter		
MISCELLANEOUS USES		
Carnival or circus (temporary)	★	★
Hazardous waste management facility		
Placement of fill material		
Temporary construction or sales office	•	•
OFFICE USES		
Alternative financial establishment		
Financial institution without drive-in window	•	

	Existing	Proposed
Use	NS(A)	MF-2(A)
Financial institution with drive-in window		
Medical clinic or ambulatory surgical center	•	
Office	•	
RECREATION USES		
Country club with private membership	•	R
Private recreation center, club, or area	S	S
Public park, playground, or golf course	•	•
RESIDENTIAL USES		
College dormitory, fraternity, or sorority house	S	•
Duplex		•
Group residential facility		★
Handicapped group dwelling unit		•
Manufactured home park, manufactured home subdivision, or campground		
Multifamily		•
Residential hotel		•
Retirement housing		•
Single family		•
RETAIL AND PERSONAL SERVICE USES		
Alcoholic beverage establishments.		
Ambulance service		
Animal shelter or clinic without outside runs		
Animal shelter or clinic with outside runs		
Auto service center		
Business school		
Car wash		
Commercial amusement (inside)		
Commercial amusement (outside)		
Commercial motor vehicle parking		
Commercial parking lot or garage		
Convenience store with drive-through		
Dry cleaning or laundry store	•	
Furniture store		
General merchandise or food store 3,500 square feet or less	•	
General merchandise or food store greater than 3,500 square feet		
General merchandise or food store 100,000 square feet or more.		

	Existing	Proposed
Use	NS(A)	MF-2(A)
Mortuary, funeral home, or commercial wedding chapel.		
Home improvement center, lumber, brick or building materials sales yard		
Household equipment and appliance repair		
Liquefied natural gas fueling station		
Motor vehicle fueling station	S	
Nursery, garden shop, or plant sales		
Outside sales		
Paraphernalia shop		
Pawn shop		
Personal service use	•	
Restaurant without drive-in or drive-through service	R	
Restaurant with drive-in or drive-through service		
Surface parking		
Swap or buy shop		
Taxidermist		
Temporary retail use		
Theater		
Truck stop		
Vehicle display, sales, and service		
TRANSPORTATION USES		
Airport or landing field		
Commercial bus station and terminal		
Heliport		
Helistop		
Private street or alley	S	S
Railroad passenger station		
Railroad yard, roundhouse, or shops		
STOL (short take-off or landing port)		
Transit passenger shelter	•	•
Transit passenger station or transfer center	S/CC	S/CC
UTILITY AND PUBLIC SERVICE USES		
Commercial radio or television transmitting station		
Electrical generating plant		
Electrical substation	S	S
Local utilities	★	★
Police or fire station	S	S
Post office	S	
Radio, television, or microwave tower	S	S

	Existing	Proposed
Use	NS(A)	MF-2(A)
Refuse transfer station		
Sanitary landfill		
Sewage treatment plant		
Tower/antenna for cellular communication	★	★
Utility or government installation other than listed	S	S
Water treatment plant		
WHOLESALE, DISTRIBUTION, AND STORAGE USES		
Auto auction		
Building mover's temporary storage yard		
Contractor's maintenance yard		
Freight terminal		
Livestock auction pens or sheds		
Manufactured building sales lot		
Mini-warehouse		
Office showroom/warehouse		
Outside storage		
Petroleum product storage and wholesale		
Recycling buy-back center		
Recycling collection center		
Recycling drop-off container	★	★
Recycling drop-off for special occasion collection	★	★
Sand, gravel, or earth sales and storage		
Trade center		
Vehicle storage lot		
Warehouse		

Development Standards

<u>DISTRICT</u>	SETBACKS		Density	Height	Lot Coverage	Special Standards
	Front	Side/Rear				
Existing NS(A)	15' min Effective min: 50' No Max	SF: 5'/5' Other: 10' side 15' rear	1 unit / 7,500 sqft	30'	Res: 45% Other: 25%	No design standards
Proposed MF-2(A)	15' min Effective min: 50' No Max	SF: 0'/0' Duplex: 5'/10' Other: 10'/10'	Base lot area per unit: SF: 1,000 sqft Duplex 3,000 sqft Multifamily: Studio: 800 sqft 1 BR: 1,000 sqft 2 BR: 1,200 sqft + BR: +150 sqft With provision of MIH: No minimum lot area	36'* 5% at 61%-80% AMI: 51'* 10% at 61%-80% AMI: 66'* 10% at 61%-80% AMI; and 5% at 81%-100% AMI: 85'*	Res: 60% Other: 50% 5% at 61%-80% AMI: 80% 10% at 61%-80% AMI: 80% 10% at 61%-80% AMI; and 5% at 81%-100% AMI: 85%	Proximity Slope UFS (If MIH) 4.1107 (If MIH)

*Effective heights limited by RPS, ranging from 26' on the eastern property boundary to max district height at property center

The proposed MF-2(A) allows appropriately sited density. Height and building setbacks would limit the development standards to be compatible with nearby residential.

Although the change would increase the allowable height on the property to 36 feet in the base zoning, the height would be limited by residential proximity slope on the periphery of the property. Additionally, A(A) District within the block would impose blockface continuity on the subject property, which would entail 50 foot front setback on Camp Wisdom.

As with any property zoned MF-2(A), mixed income bonuses are available to multifamily and retirement uses and are listed above. Those bonuses would also entail the requirement of the design standards of 4.1107. As such, should the applicant utilize a height bonus, this height would also be limited by RPS.

Landscaping:

Landscaping and tree preservation are required in accordance with Article X, as amended.

Parking:

Off-street parking must be provided pursuant to the Dallas Development Code, as amended. The off-street parking requirement for a single family use in MF-2(A) is two spaces per unit. The off-street parking requirement for a multifamily use is one space per bedroom with a minimum of one space per dwelling unit. An additional one-quarter space per dwelling unit must be provided for guest parking if the required parking is restricted to resident parking only. Should the applicant include a mixed income housing component, this requirement would be reduced to one-half space per unit.

As with any minimum required parking, these ratios only reflect the minimum amount required. The developer may provide additional parking beyond these.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets (A through C) to orange, representing the weakest markets (G through I). The area of request is currently in an “F” MVA cluster.

January 23, 2025
City Plan Commission

Motion: It was moved to recommend **approval** of an MF-2(A) Multifamily District, with deed restrictions volunteered by the applicant, on property zoned an NS(A) Neighborhood Service District with deed restrictions [Z889-187 Tract 2] and an A(A) Agricultural District, on the north line of West Camp Wisdom Road, between Clark Road and Royal Cedar Way.

Maker: Herbert
Second: Hampton
Result: Carried: 14 to 1

For: 14 - Chernock, Hampton, Herbert, Shidid,
Carpenter, Wheeler-Reagan, Franklin,
Sleeper, Housewright, Nightengale, Haqq,
Hall, Kingston, Rubin

Against: 1 - Forsyth
Absent: 0
Vacancy: 0

Notices: Area: 300 Mailed: 43
Replies: For: 4 Against: 13

Speakers: For: Matt Kruger, 1130 N. Westmoreland Rd., DeSoto, TX, 75115
Steven Uetrecht, 3748 Vinecrest Dr., Dallas, TX, 75229
Against: Ellen Taft, 7924 Glenway Dr., Dallas, TX, 75249
Dean Bowman, 6931 Rolling Creek Ln., Dallas, TX, 75236

**Existing Deed Restrictions
(No Changes Proposed)**

That the undersigned, L & S DEVELOPMENT COMPANY, does hereby impress all of the above-described property, hereinafter referred to as THE PROPERTY, with the following deed restrictions to wit:

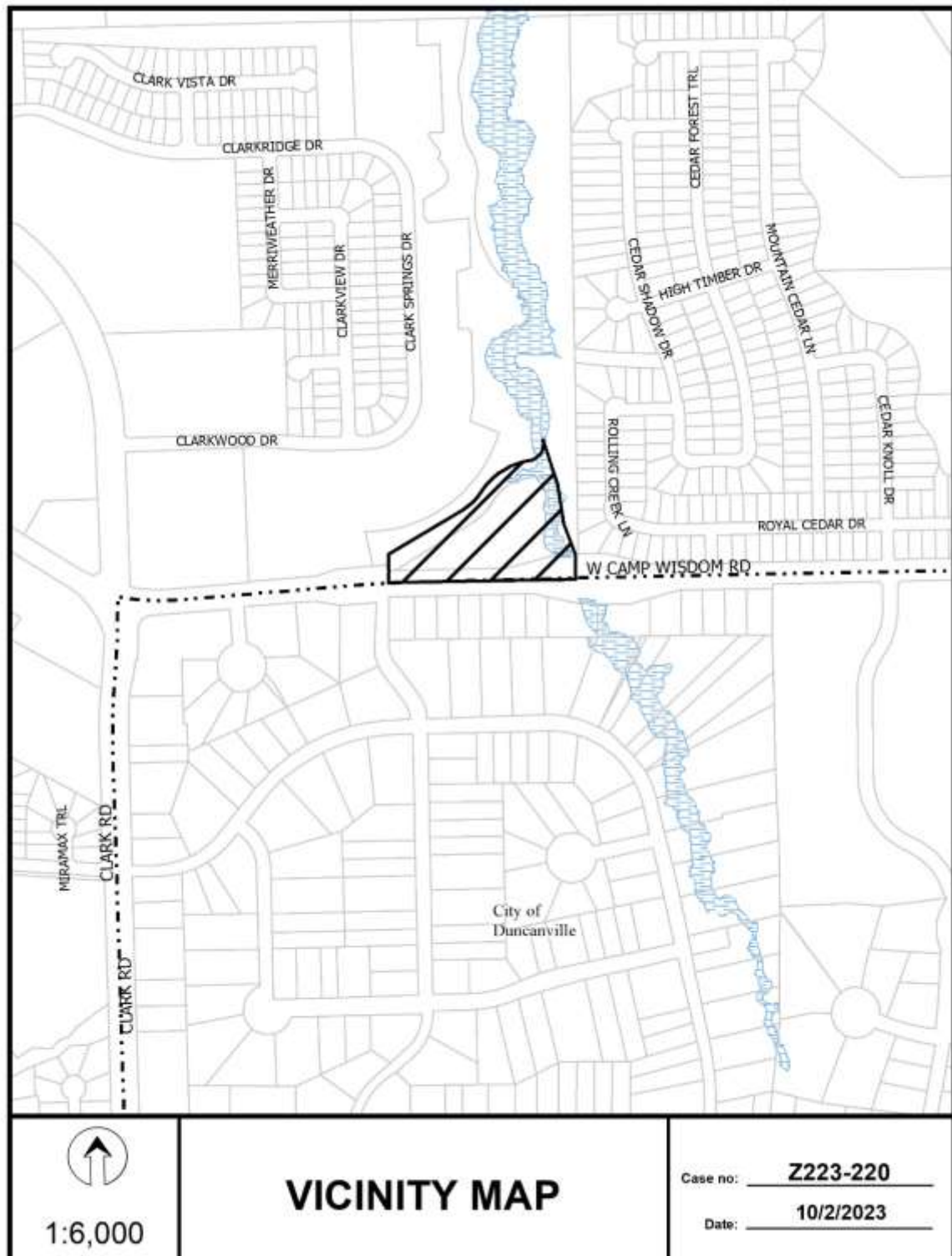
1. USES: The following uses are not permitted on THE PROPERTY:
 - (i) general merchandise or foodstore 3500 square feet or less, and
 - (ii) motor vehicle fueling station.
2. DEFINITIONS: All definitions of CHAPTER 51A "DALLAS DEVELOPMENT CODE" of the Dallas City Code, as amended, apply and are incorporated into this document as if recited herein.

Applicant's Volunteered Deed Restrictions

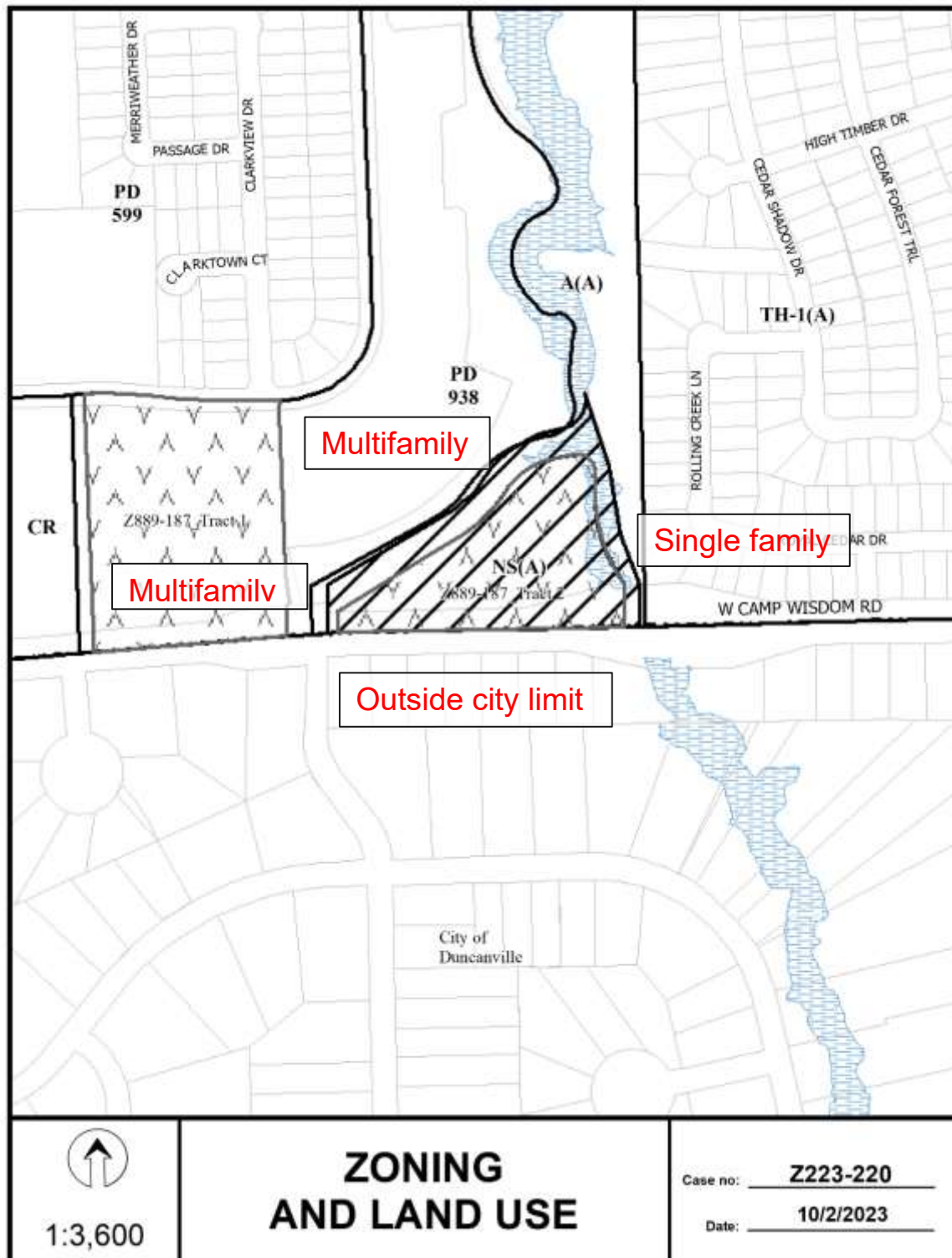
223-220 Proposed Deed Restriction

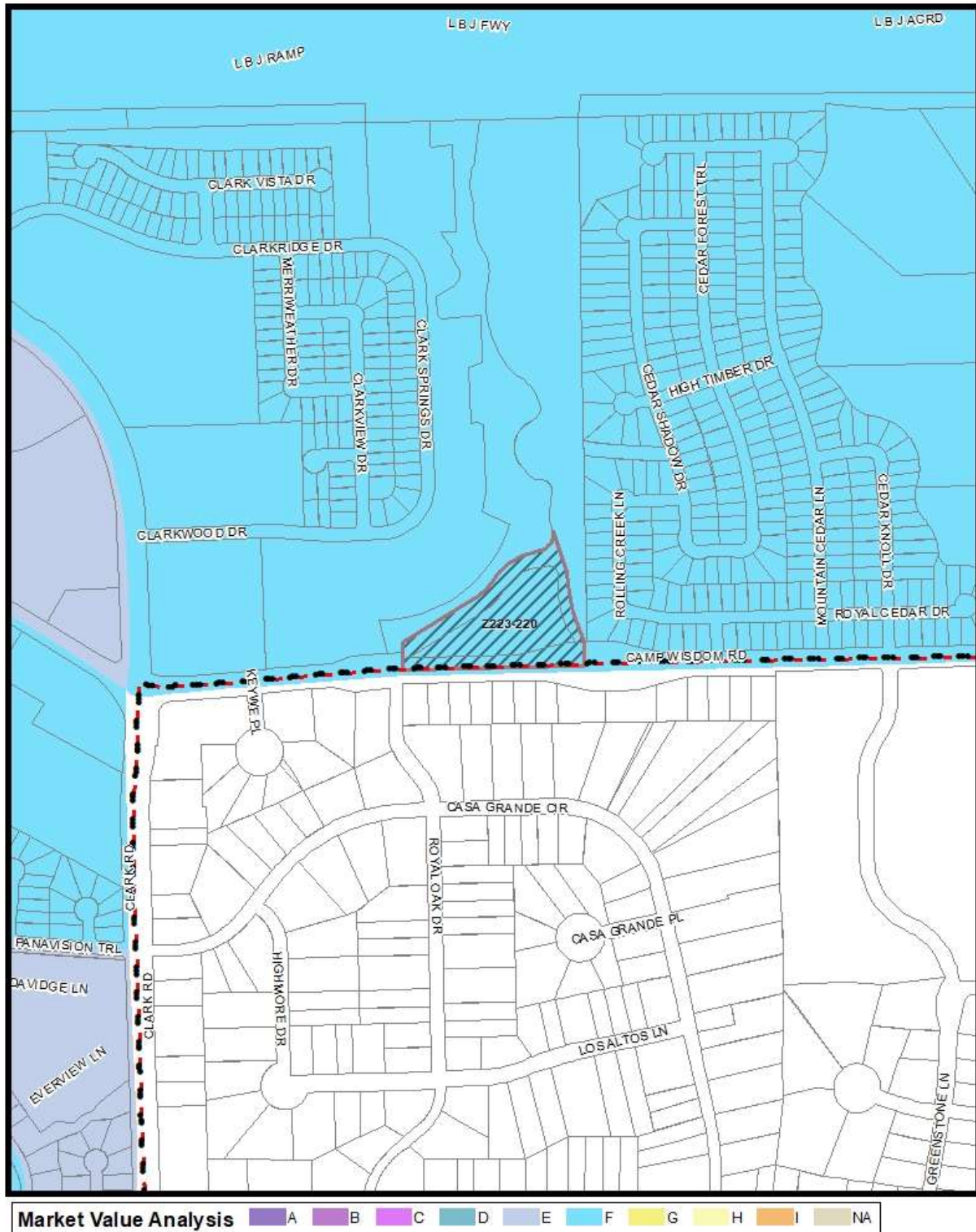
The owner proposes the following restriction on top of the proposed MF-2(A) zoning:

-Development is prohibited within 55 feet from the centerline of Artesian Creek.









1:6,000

Market Value Analysis

Printed Date: 1/23/2024



01/22/2025

Reply List of Property Owners***Z223-220******43 Property Owners Notified 4 Property Owners in Favor 13 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	40810 LBJ FWY	THOMAS M GAUBERT IRREVOCABLE
O	2	6000 W CAMP WISDOM RD	GAUBERT THOMAS M IRREVOCABLE TR
O	3	40810 LBJ FWY	GAUBERT 1 LLC
	4	8200 CLARK SPRINGS DR	SEVENSEAS X LLC
O	5	40850 LBJ FWY	WILDWOOD FOUNDATION
	6	6516 ROYAL CEDAR DR	HARVEY DANDREA L
X	7	6520 ROYAL CEDAR DR	RESCHMAN ROBERT ANTHONY
	8	6524 ROYAL CEDAR DR	RODRIGUEZ JUAN CARLOS
X	10	6935 ROLLING CREEK LN	GONZALEZ VICKY
X	11	6931 ROLLING CREEK LN	BOWMAN WILLIAM D
	12	6927 ROLLING CREEK LN	FLORES SALVADOR LUCIO LOPEZ
	13	6923 ROLLING CREEK LN	HUBBARD CHARYA LASHAE
X	14	6919 ROLLING CREEK LN	SANCHEZ INOCENCIA C
X	15	6915 ROLLING CREEK LN	ESCOBAR FRANCIS V LIFE ESTATE
X	16	6911 ROLLING CREEK LN	HALL SHIQUITA
	17	6907 ROLLING CREEK LN	SFR JV1 20191 BORROWER LLC
	18	6903 ROLLING CREEK LN	GIBBS LAURA
X	19	6823 ROLLING CREEK LN	IBARRA NOEL
X	20	6819 ROLLING CREEK LN	SHUMATE COLIN R & RANDEE
X	21	6904 ROLLING CREEK LN	CONWRIGHT CRAIG & CYNTHIA
	22	6908 ROLLING CREEK LN	HEREDIA ARILIUSKA PLOL
X	23	6916 ROLLING CREEK LN	KNIGHT BONITA L
	24	6920 ROLLING CREEK LN	BROWN GARY A & VICKEY L
	25	6924 ROLLING CREEK LN	SMITH RONDAL B & JANICE E
X	26	6928 ROLLING CREEK LN	DIOSDADO ROSA
	27	1226 W CAMP WISDOM RD	BURSON GERALD D

01/22/2025

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	28	1222 W CAMP WISDOM RD	EVANS TONY & VIRGINIA R
	29	1218 W CAMP WISDOM RD	EDWARDS MATTIE
X	30	1214 W CAMP WISDOM RD	ROBINSONWHITE MABLE LEE
	31	1210 W CAMP WISDOM RD	WOOTEN LE ROY JR &
	32	1206 W CAMP WISDOM RD	DRISCOLL THOMAS B &
	33	1202 W CAMP WISDOM RD	ANDERSON JOHN L & JOY G
	34	1134 W CAMP WISDOM RD	PATLIS BORIS S &
	35	1130 W CAMP WISDOM RD	CASTELLANO DENISE & ESTEVAN
	36	702 ROYAL OAK DR	LE KEVIN & KATHY NGUYEN
	37	638 CASA GRANDE PL	MASK RUSSELL L & PENNY C
	38	634 CASA GRANDE PL	RAMIREZ LOURDES E &
	39	630 CASA GRANDE PL	ANIGBO SYLVESTER &
	40	626 N CASA GRANDE CIR	NANASI HAYLEY DANIELLE AILSHIE
	41	622 N CASA GRANDE CIR	JAMES ANTYON &
	42	1302 W CAMP WISDOM RD	FAJARDO VERONICA &
	43	1306 W CAMP WISDOM RD	FARJARDO JESSICA &
X	A1	6528 ROYAL CEDAR DR	GARCIA JOSE ROMEO



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1050A

Item #: Z2.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 7
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a public school other than an open-enrollment charter school on property zoned an R-5(A) Single Family Subdistrict within Planned Development District No. 595, South Dallas/Fair Park Special Purpose District, at the east corner of Elsie Faye Heggins Street and Malcolm X Boulevard

Recommendation of Staff: Approval for a permanent time period, subject to a site plan, a traffic management plan, and conditions

Recommendation of CPC: Approval for a permanent time period, subject to a site plan, a traffic management plan, and conditions

Z234-200(JA)

FILE NUMBER: Z234-200(JA) **DATE FILED:** March 29, 2024

LOCATION: East corner of Elsie Faye Heggins Street and Malcolm X Boulevard

COUNCIL DISTRICT: 7

SIZE OF REQUEST: Approx. 21.993 acres **CENSUS TRACT:** 48113020800

REPRESENTATIVE: Elsie Thurman, Land Use Planning & Zoning Services

APPLICANT/OWNER: Dallas Independent School District

REQUEST: An application for a Specific Use Permit for a public school other than an open-enrollment charter school on property zoned an R-5(A) Single Family Subdistrict within Planned Development District No. 595 (South Dallas/Fair Park Special Purpose District).

SUMMARY: The purpose of the request is to allow for an addition to an existing public high school. *[Lincoln High School]*

CPC RECOMMENDATION: **Approval** for a permanent time period, subject to a site plan, a traffic management plan, and conditions.

STAFF RECOMMENDATION: **Approval** for a permanent time period, subject to a site plan, a traffic management plan, and conditions.

Planned Development District No. 595:

<https://dallascityhall.com/departments/city-attorney/pages/articles-data.aspx?pd=595>

Lincoln High School Historic Overlay District No. 74 (H/74):

https://dallascityhall.com/departments/sustainabledevelopment/historicpreservation/Pages/lincoln_high_school.aspx

<https://dallascityhall.com/departments/sustainabledevelopment/historicpreservation/DCH%20documents/pdf/22550.pdf>

BACKGROUND INFORMATION:

- The area of request is predominantly zoned an R-5(A) Single Family Subdistrict within Planned Development District (PD) No. 595 – the South Dallas/Fair Park Special Purpose District – and is currently developed with two public high schools. [Lincoln High School and Career Institute East]
- Approximately one half of the request site (eastern portion of the property containing CI East) is also within the Lincoln High School Historic Overlay District No. 74 (H/74).
- The applicant proposes to construct an approximately 3,800 square foot addition to the existing public high school (Lincoln) on the portion of property not covered by the historic overlay.
- Athletic field lighting for the football field is included with the current request. However, since the football field is located within the portion of the property covered by the historic overlay district, the applicant must obtain a Certificate of Appropriateness authorizing the athletic field lighting before it can be installed on site.
- Although a small portion of the request site (at the corner of Elsie Faye Heggins Street and Malcolm X Boulevard) is zoned an NC Neighborhood Commercial Subdistrict within PD No. 595, this portion of the property is currently undeveloped and no development is proposed within this area as part of the current request.

Zoning History:

There has been one zoning change request in the area within the last five years.

1. **Z212-299:** On December 13, 2023, City Council denied an application for an FWMU-5 Walkable Urban Mixed Use Form Subdistrict with deed restrictions volunteered by the applicant on property zoned an R-5(A) Single Family Subdistrict and an NC(E) Neighborhood Commercial Enhanced Subdistrict within Planned Development District No. 595, the South Dallas/Fair Park Special Purpose District, on the southwest line of 2nd Street, between Garden Lane and Vannerson Drive.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Proposed ROW
Hatcher/Elsie Faye Heggins Street (2 nd to Botham Jean)	Minor Arterial	Minimum-6 lanes-Divided 100' ROW; bike plan
Malcolm X Boulevard	Local	-

Traffic:

The proposed traffic management plan (TMP), dated March 6, 2025, is sealed by a licensed professional engineer, and contains the signature of the Lincoln High School principal. The proposed SUP conditions require a traffic study evaluating the sufficiency of the TMP to be submitted by September 30, 2027 (or within six months after a certificate of occupancy is issued for the building addition, whichever is later) and by September 30th of each odd-numbered year thereafter.

The Transportation Development Services Division of the Transportation Department has reviewed the current zoning application and supports the request as proposed.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan*, adopted by City Council in June 2006, outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The request is consistent with the following goals and policies of the comprehensive plan:

LAND USE ELEMENT

GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics

1.1.5.7 Ensure that neighborhoods are served by and accessible to neighborhood commercial areas, parks and open space, libraries, and schools.

ECONOMIC ELEMENT

GOAL 2.5 FOSTER A CITY OF GREAT NEIGHBORHOODS

Policy 2.5.1 Promote strong and distinctive neighborhoods to enhance Dallas' quality of life.

TRANSPORTATION ELEMENT

GOAL 4.2 PROMOTE A VARIETY OF TRANSPORTATION OPTIONS

Policy 4.2.2 Promote a network of on street and off-street walking and biking paths.

URBAN DESIGN ELEMENT

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY

Policy 5.1.1 Promote pedestrian friendly streetscapes

Policy 5.1.3 Encourage complementary building height, scale, design, and character.

New development should be appropriate to the context of its location in density, intensity, and size, particularly when adjacent to existing residential areas, historic or conservation districts.

GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

In September 2024, *forwardDallas! (2.0)*, an update to the 2006 Comprehensive Plan, was adopted by City Council.

The current area of request is within the Community Residential (CR) Placetype, which is primarily made up of single-family homes; however, a mix of sensitively integrated housing types can be found in many of these areas.

Parks, schools, and places of worship interspersed throughout these areas provide focal points for community activity.



Land Use Compatibility:

The area of request is located in an R-5(A) Single Family Subdistrict within PD No. 595, the South Dallas Fair Park Special Purpose District and is currently developed with two public high schools. Surrounding properties are also within PD No. 595, and are developed with a mix of uses, predominantly residential. Historic Butler Nelson Cemetery is adjacent to the northeast.

A Specific Use Permit (SUP) is required for schools to operate in the district. The applicant requests an SUP in order to construct an addition to the existing high school and to add athletic field lighting at the existing football field. The use remains compatible with the surrounding properties and uses.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

Staff supports the request, subject to a site plan, TMP, and conditions as provided in this report.

Development Standards:

Because an SUP does not change the zoning classification of a site, a school authorized by an SUP must comply with the development standards for the zoning district in which the school is located. For the R-5(A) Single Family Subdistrict within PD No. 595, the regulations for the R-5(A) Single Family District, read in conjunction with the yard, lot, and space regulations in Sec. 51A-4.400 of the Dallas Development Code, as amended, generally apply. The only exceptions are that in the R-5(A) Single Family Subdistrict within PD No. 595 (1) a market garden is allowed by SUP, and (2) surface accessory remote parking is permitted by SUP for institutional uses and Section 51A-4.324(b), which prohibits special parking in residential districts, does not apply.

The following table shows development standards applicable for R-5(A) Single Family Subdistricts within PD No. 595, in general, and development standards for the proposed school at the request site in an R-5(A) Single Family Subdistrict within PD No. 595.

	Setbacks		Height ¹	Lot Coverage ²	Density/FAR	Special Standards
	Front	Side/Rear				
R-5(A) Subdistrict in general	20' min	5' / 5' min for single family structures 10' / 10' min for other permitted structures	30' max Institutional uses, such as schools, may be built to any height consistent with FAA airspace limitations and the building code No max stories	45% max for residential structures 25% max for nonresidential structures 60% max for institutional uses such as schools	No max FAR Min lot area for a residential use is 7,500 sq ft No minimum lot area for a school	Continuity of blockface Parking must comply w FYSB* Max 4' tall fence in front yard
Proposed school at this R-5(A) Subdistrict site in particular	20' min at Elsie Faye Heggins Street 20' min at Malcolm X Boulevard	10' min at interior side yards This property does not have a "rear yard"	Any height consistent with FAA airspace limitations and the building code No max stories	60% max for institutional uses such as schools	No max FAR No min lot area for a school	Continuity of blockface Parking must comply w FYSB* Max 6' tall fence in front yard if approved by board of adjustment

¹ Institutional uses (such as schools) may be built to any height consistent with FAA airspace limitations, residential proximity slope (RPS), and the building code. Note, however, that RPS is not generally applicable to lots in R(A), D(A), and TH(A) Districts.

² Lot coverage includes above-ground parking structures but does not include surface parking lots or other paving.

*FYSB = Front Yard Setback

Landscaping:

For the R-5(A) Subdistrict within PD No. 595, landscaping and tree preservation must be provided and maintained in accordance with Article X of the Dallas Development Code, as amended.

The city arborist reviewed the current zoning request and anticipates that the site can conform to Article X. A landscape plan will be required for review at permitting. The city arborist supports the current zoning request as proposed and will coordinate with the applicant at permitting for further review of landscaping requirements at the request site.

Parking:

The Dallas Development Code determines the off-street parking requirement for a school using the following criteria: 1) the number of classrooms, and 2) the grade level of the school's students (e.g., elementary, middle, or high school). Parking for a high school is typically required at nine- and one-half spaces per high school classroom. At this standard ratio, a total of 760 off-street parking spaces would be required for the site [9.5 x 80 high school classrooms].

Pursuant to §51A-4.200 of the Dallas Development Code, if an SUP is required for a school use, the off-street parking requirement may be established in the ordinance granting the SUP [ref. [Sec. 51A-4.204\(17\)\(C\)\(iv\)](#)]. Based on the parking analysis provided, the applicant proposes a reduced parking ratio of 3.5 spaces per high school classroom. At this reduced ratio, a total of 280 off-street parking spaces would be required for the site [3.5 x 80 high school classrooms]. The parking summary on the proposed SUP site plan indicates 292 spaces will be provided on site.

Staff supports the proposed reduction based on projected demand of 236 to 262 total spaces as determined by the applicant's engineer.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to target intervention strategies more precisely in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple, representing the strongest markets (A through C), to orange, representing the weakest markets (G through I). The area of request is part of an "I" MVA cluster, which extends to the east and northeast. Areas to the north, west, and south of the site are located within an "H" MVA cluster. In the wider vicinity to the east and southeast is an "F" MVA area.

Dallas ISD Trustees and Administration

Dallas ISD Board of Trustees:

District 1 **Lance Currie**
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Dr. Pamela Lear – Deputy Superintendent of Staff and Racial Equity
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Sean Brinkman – Chief Technology Officer
Angie Gaylord – Chief Academic Officer
Jason Stanford – Special Assistant to the Superintendent
David Bates – Chief of Operations
Jon T Dahlander – Chief of Partnerships and Intergovernmental Relations

CPC Action
March 6, 2025

Motion: It was moved to recommend **approval** of a Specific Use Permit for a public school other than an open-enrollment charter school for a permanent time period, subject to a revised site plan, a revised traffic management plan, and conditions, on property zoned an R-5(A) Single Family Subdistrict, within Planned Development District No. 595 (South Dallas/Fair Park Special Purpose District), at the east corner of Elsie Faye Heggins Street and Malcolm X Boulevard.

Maker: Wheeler-Reagan
Second: Chernock
Result: Carried: 14 to 0

For: 14 - Chernock, Hampton, Forsyth, Shidid,
Carpenter, Wheeler-Reagan, Franklin,
Sleeper, Housewright, Nightengale, Haqq,
Hall, Kingston, Rubin

Against: 0
Absent: 1 - Herbert
Vacancy: 0

Notices: Area: 400 Mailed: 208
Replies: For: 1 Against: 0

Speakers: For: None

For (Did not speak): John Risi, 401 N. Houston St., Dallas, TX, 75202
Elsie Thurman, 9406 Biscayne Blvd., Dallas, TX, 75218
Against: None

CPC-Recommended SUP Conditions

1. **USE**: The only use authorized by this specific use permit is a public school other than an open-enrollment charter school.
2. **SITE PLAN**: Use and development of the Property must comply with the attached site plan.
3. **TIME LIMIT**: This Specific Use Permit has no expiration date.
4. **LANDSCAPING**: Landscaping must be provided and maintained in accordance with Article X of the Dallas Development Code, as amended.
5. **FENCES**: Except as provided in this section, fences must be constructed and maintained in accordance with the fence standards in Section 51A-4.602.

A. An open fence with a maximum height of six feet may be located in a required yard if all of the following conditions are met. (OPEN FENCE means a fence with a minimum 50 percent open surface area in any given square foot of surface.)

B. gates for vehicular traffic must be located a minimum of 20 feet from the back of the street curb;

C. the fence complies with the visual obstruction regulations in Section 51A-4.602;

D. the fence does not inhibit compliance with landscaping, sidewalks, buffers, or other regulations applicable to the Property; and

E. for fences within required front yards (Elsie Faye Heggins and Malcolm X Boulevard), fence height is limited to four feet unless a six-foot open fence is approved by the Board of Adjustment for these locations.

6. **INGRESS-EGRESS**: Ingress and egress must be provided in the locations shown on the attached site plan. No other ingress or egress is permitted.
7. **LIGHT STANDARDS FOR ATHLETIC FIELDS**: Light standards may be provided for the athletic fields shown on the attached site plan with the following conditions:

A. The light standards may not be located within a required yard.

B. The light standards may not exceed 80 feet in height. Residential proximity slope does not apply to the light standards.

C. The light standards may only operate Monday through Saturday between 6:00 a.m. and 10:00 p.m.

D. Lighting is limited to a practice involving a Dallas Independent School District athletic team or other University Interscholastic League organizations.

E. The lighting must meet the International Dark Sky Association standards for community-friendly sports lighting design.

8. **OFF-STREET PARKING**: Three and one-half off-street parking spaces must be provided for each classroom.

9. **PEDESTRIAN AMENITIES**:

A. The following pedestrian amenities must be provided prior to the issuance of a certificate of occupancy:

i. Type A. A minimum of 1 bench and 1 trash receptacle must be provided in areas marked “A” on the attached site plan.

ii. Type B. A minimum of 4 bicycle racks must be provided in areas marked “B” on the attached site plan.

B. Pedestrian amenities must be accessible from the public sidewalk but may not be located in a manner that reduces the unobstructed sidewalk width to less than what is required.

10. **SIDEWALKS/BUFFER**: Except as provided in this paragraph, prior to the issuance of a certificate of occupancy, minimum six-foot-wide unobstructed sidewalks with a minimum five-foot-wide buffer must be provided along the entire length of all street frontages.

A. Elsie Faye Heggins. Provided the sidewalk is in good repair and ADA compliant, the existing sidewalk along Elsie Faye Heggins may remain as shown on the site plan; however, when this sidewalk is repaired or replaced, it must have a minimum unobstructed width of six feet and a minimum five-foot-wide buffer is required.

B. Malcolm X Boulevard. Provided the sidewalk is in good repair and ADA compliant, the existing sidewalk along Malcolm X Boulevard may remain as shown on the site plan; however, when this sidewalk is repaired or replaced, it must have a minimum unobstructed width of six feet and a minimum five-foot-wide buffer is required.

11. **SIGNS**: Signs for a public school other than an open-enrollment charter school must comply with the Article VII of the Dallas Development Code, as amended, and are not required to be shown on the attached site plan.

12. **TRAFFIC MANAGEMENT PLAN**:

A. In general. Operation of the public school other than an open enrollment charter school must comply with the attached traffic management plan.

B. Queuing. Queuing is only permitted as shown on the attached traffic management plan. Except for bus loading and unloading where shown on the attached traffic management plan, student drop-off and pick-up are not permitted within city rights-of-way.

C. Traffic study.

i. The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the director by September 30, 2027, or within six months after a certificate of occupancy is issued for the building addition, whichever is later. After the initial traffic study, the Property owner or operator shall submit updates of the traffic study to the director by September 30th of each odd-numbered year.

a. If the Property owner or operator fails to submit the required initial traffic study to the director by September 30, 2027, or within six months after a certificate of occupancy is issued for the building addition, whichever is later, the director shall notify the city plan commission.

b. If the Property owner or operator fails to submit a required update of the traffic study to the director by September 30th of each odd-numbered year, the director shall notify the city plan commission.

ii. The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

- a. ingress and egress points;
- b. queue lengths;
- c. number and location of personnel assisting with loading and unloading of students;
- d. drop-off and pick-up locations;
- e. drop-off and pick-up hours for each grade level;
- f. hours for each grade level; and
- g. circulation.

iii. Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

a. If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

b. If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director shall notify the city plan commission.

D. Amendment process.

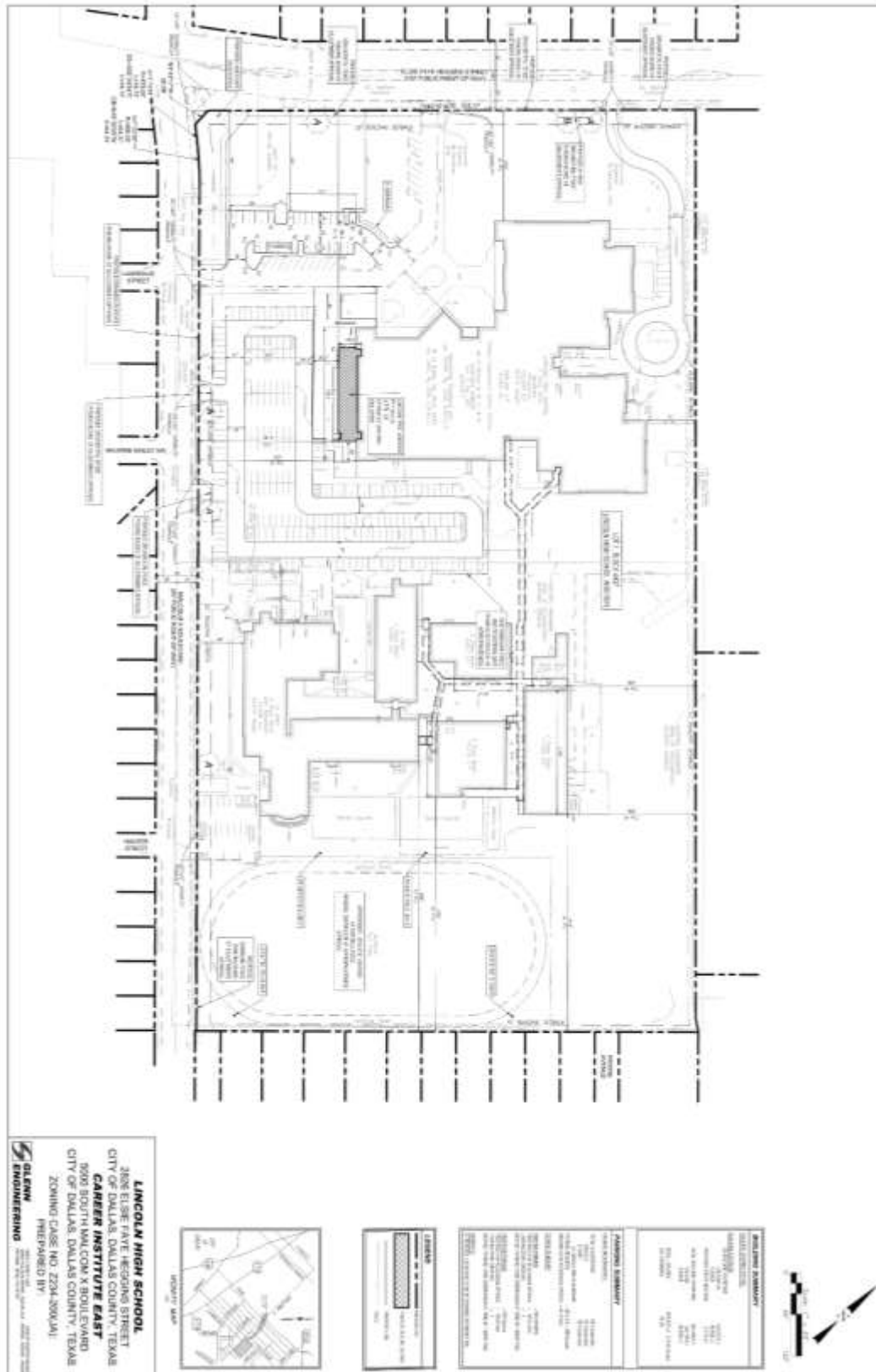
i. A traffic management plan may be amended using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3) of Chapter 51A of the Dallas City Code, as amended.

ii. The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

13. **MAINTENANCE**: The Property must be properly maintained in a state of good repair and neat appearance.

14. **GENERAL REQUIREMENTS**: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

CPC-Recommended SUP Site Plan



CPC-Recommended Traffic Management Plan



Traffic Management Plan Lincoln High School

Z234-200(JA)

March 6, 2025



Introduction

The services of Lambeth Engineering Associates, PLLC, (herein Lambeth Engineering) were retained to conduct a traffic management plan (TMP) for Lincoln High School and Humanities/Communications Magnet (Lincoln HS). The Career Institute East (CI East) is also on this campus, southeast of Lincoln HS. All students attending CI East are transported to the school via buses after/before Lincoln HS dismisses. Therefore, CI East does not have impact to the Lincoln HS TMP.

The purpose of this TMP is to ensure safe vehicular and pedestrian circulation during peak morning drop-off and afternoon pick-up periods. Below is general information about Lincoln HS.

School:

- Location: 2826 Elsie Faye Heggins Street, Dallas, Texas 75215
- School District: Dallas Independent School District
- There are two schools on the site – Lincon HS and CI East.

Lincon High School:

- Lincon HS is traditional high school with 9th – 12th grade students.
- Lincoln HS School Times: 9:10 AM – 4:30 PM
- Lincoln HS students are dropped off before CI East buses arrive. Lincoln HS students' parents and buses arrive to pick up students after CI East buses have already departed taking the CI East students back to their campus.

Carrer Institue East:

- CI East is adjacent to Lincoln High School. CI East students ride school buses to/from their main campus to the CI East campus. CI East students attend this location on four different "sessions" (two on A Day and two on B Day) morning and afternoon.
- CI East buses arrive and depart at different times than Lincoln HS parents. CI East students are all bused to/from their main high school to CI East. Buses arrive at different times from the Lincoln HS buses and parents.
- CI East operates with eleven (11) buses, of which only seven (7) are on campus at one time. Session, one buses arrive to drop off CI East students at 9:15 AM and arrive to pick up students at 12:15 PM. Session two buses arrive to drop off CI East students at 1:00 PM and arrive to pick up students between 3:50 – 4:00 PM.
- The current traffic flow for CI East is shown in **Exhibit 2** and CI East bus routes are shown in the **Appendix**.

Zoning:

- Existing Zoning: PD 595 P(A)
- Project: Additions for new entry, new administrative offices, and new locker rooms. Renovations to the auditorium and lecture hall. Interior refresh to other areas. This project does not include the addition of classrooms.

Students:*Lincoln High School*

- 2023-2024 Student Enrollment: 658 students in 9th – 12th grades
- 2024-2025 Student Enrollment: 577 students in 9th – 12th grades
- Projected Student Enrollment: 800 students in 9th – 12th grades (*There is no planned growth, estimated increase to be conservative for TMP.*)
- **Table 1** summarizes the total number of students per grade.

Table 1. Lincoln HS Students per Grade

Grade	2023-2024 Enrollment	2024-2025 Enrollment	Estimated Future
9	198	170	200
10	193	166	200
11	140	118	200
12	127	123	200
Total:	658	577	800

Carrer Institute East

- 2023-2024 Student Enrollment: 1,500 CI East students - approximately 750 CI East students on campus per day, about 375 in the morning and 375 in the afternoon.
- Projected Student Enrollment: CI East is planned to accommodate up to 800 students at one time, all students will be bused to/from campus.

School Access:

- Adjacent Roadways:
 - Elsie Faye Heggins Street: Six-lane, divided roadway
 - S. Malcolm X Boulevard: Two-lane, undivided roadway
- Sidewalks are provided adjacent to the school.



Traffic Management Plan

Queue

Lambeth Engineering met with DISD staff and the school principal during the process of developing the TMP. Traffic observations were conducted on the following dates and times:

- Tuesday, August 22, 2023 – PM Dismissal
- Wednesday, August 23, 2023 – AM Arrival
- Wednesday, August 23, 2023 – PM Dismissal
- Thursday, August 24, 2023 – PM Dismissal
- Wednesday, October 4, 2023 – PM Dismissal
- Wednesday, April 17, 2024 – PM Dismissal
- Thursday, December 12, 2024 – PM Dismissal (CI East)

The peak queue of parent vehicles picking up students was observed to be about 72 vehicles.

As expected, the peak period of parent vehicles accumulating at the school occurred during the afternoon dismissal period. Most of the traffic clears the campus and adjacent streets within fifteen (15) minutes once school is dismissed. The current traffic pattern is summarized in the **Appendix**.

The projected vehicular accumulations are summarized in **Table 2**. As shown, the proposed site plan does not have adequate space to accommodate parent vehicles on-site and adjacent to the school on S. Malcolm X Boulevard without using the CI East bus loading area. The CI East buses depart **prior** to Lincoln HS parent's arrival. Therefore, parents could park in this area. Using this additional area would allow all parent vehicles to be accommodated on-site plus adjacent to the school.

Queue lanes are shown to extend onto S. Malcolm X Boulevard, on the north side of the road, adjacent to the school. S. Malcolm X Boulevard is four lanes wide with low through traffic; parent parking/queueing on the north side of the S. Malcolm X Boulevard, adjacent to the school, is not projected to create traffic congestion. For reference, parents currently park on both sides of S. Malcolm X Boulevard and through vehicles can continue to pass by in both directions.

Table 2. TMP Summary

Student Capacity	School Times	Travel Modes	Projected Parent Vehicles	Provided Queue Space for Parents On-Site	Provided Queue Space for Parents on S. Malcolm X, Adjacent to School	Provided Queue Space for Parents on S. Malcolm X, Across the School	Total Provided Queue Space for Parents	On-Site Deficit for Parents	On-Site & On-Street Total Surplus for Parents <small>(Negative Space Accommodated)</small>
800 Students	Beginning: 9-10 AM	Parents 42%	88 Veh. (1,068 Feet)	71 Veh. (1,668 Feet)	4 Veh. (104 Feet)	22 Veh. (513 Feet)	97 Veh. (2,291 Feet)	-17 Veh. (-400 Feet)	9 Veh.* (223 Feet)*
	Dismissal: 9 th - 12 th Grades	Walkers 47%							
	Dismissal: 4-30 PM	Buses 6%							
		Student Drivers 5%							

* Option of using additional queuing space on Malcolm X Blvd. when CI East buses are not present allows for an additional 242 LF, and gives additional queuing space for 10 vehicles.



Recommendations

The TMP recommendations are described below and shown in **Exhibit 1**.

Students

1. 9th – 12th Grade Students: Drop off and pick up in the L-shaped driveway and in the school's main parking lot.
2. Students walking home should be instructed to walk along sidewalks and cross at crosswalks. Students should not be permitted to cross mid-block.

Parents

3. Parents pick up students in the following locations:
 - a. Main Parking Lot: Parents will use the southeast driveway of the school's main parking lot via S. Malcolm X Boulevard joining the designated queue lane. After picking up their student, parents may use the bypass lane to exit via the middle driveway onto S. Malcolm X Boulevard.
 - b. L-Shaped Driveway: Parents will use the northwest driveway entrance via S. Malcolm X Boulevard joining the designated queue lanes. After picking up their student, parents may use the bypass lane to exit to Elsie Faye Heggins Street.
 - c. Parents will queue through the parking lots to wait for their students to come to them. Parents should pull all the way forward, as shown in the TMP, to maximize the number of vehicles on-site.
 - d. Parents may park on both sides of S. Malcolm X Boulevard, as shown in the TMP.
 - e. Parents may park in surplus parking spaces that are not blocked by queue lanes.
4. Parents should not block both lanes in the parking aisle or driveways, so that other parents may use as a bypass lane if their student arrives earlier.
5. Parents may not park in parking spaces near buses or queuing lanes during arrival or dismissal since queue lanes will prevent backing up to exit the parking spaces.
6. Parents should be discouraged from parking on the residential streets (Lawrence Street, Maurine F. Bailey Way, and Hunter Street)

Buses

7. Three (3) school buses are planned to serve Lincoln HS.
8. Buses will drop off and pick up students in the L-shaped drive via S. Malcolm X Boulevard.
9. Since CI East students ride on DISD buses to/from their main HS campus to CI East, the class schedule at CI East starts later and ends earlier than at Lincoln HS. Therefore, CI East buses arrive and depart at different times from when Lincoln High School parents drop off or pick up their students. This ensures that CI East buses and Lincoln High School parents are not on campus simultaneously, avoiding any conflicts. Lincoln HS and CI East bus routes are included in the **Appendix**, for reference.

Staff

10. Staff should monitor students at each area where parents are picking up students until all students are dismissed.
11. Staff should monitor student walkers exiting the campus onto the adjacent sidewalks and encourage students to cross in groups.



12. Staff should keep student riders within the campus gates to encourage parents to use designated queuing system on-site.
13. Staff should monitor pedestrians at crosswalks on-site.
14. Staff should send out the traffic flow at the beginning of every school year in order to show and remind parents of the traffic flow.

Licensed Peace Officers

15. A designated, licensed peace officer is assigned to Lincoln High School.

Crossing Guards

16. A designated crossing guard is not assigned to Lincoln High School, as the City does not provide crossing guards for high schools.

Parking Restrictions

17. Parents should be reminded not to park around the driveway openings.
18. It is recommended to install a "No Parking – Anytime" sign on S. Malcolm X Boulevard, adjacent to the school, between the mid-campus parking lot driveway entrances.
19. It is recommended that parents do not park in parking spaces near buses or queuing lanes during arrival or dismissal since queue lanes will prevent backing up to exit the parking spaces..

School Zones

20. Currently there are school zones on Elsie Faye Heggins Street and S. Malcolm X Boulevard. It is recommended these remain.

Off-Site Improvements

21. Signing and striping plan will be provided with full engineering review.
22. Review of the pedestrian access at the adjacent traffic signal will be reviewed with review of Civil engineering plans.

On-Site Improvements

23. It is recommended to install two (2) "Exit Only" and two (2) "Do Not Enter" signs at the northwest driveway, on Elsie Faye Heggins Street.
24. It is recommended to install two (2) "No Right Turn" signs at each of the new parking addition openings so that vehicles continue in the correct direction through the one-way driveway.

Summary

The Lincoln HS Traffic Management Plan is designed to provide safe vehicular and pedestrian movement to and from school and can accommodate the projected vehicular queues on campus and on-street, by the school, without blocking through traffic. CI East buses arrive/depart after/before Lincoln HS buses and parents, they traffic flow from the two schools on the same campus do not conflict with one another.

If traffic congestion or unsafe movements are noticed, the plan should be reviewed and updated promptly.

REVIEW AND COMMITMENT

The Lincoln High School traffic management plan (TMP) was developed with the intent of optimizing safety and accommodating vehicular traffic queues generated during school peak hours. A concerted effort and full participation by the school administration are essential to maintain safe and efficient traffic operations.

By consent of this TMP submittal, the school administration agrees to the strategies presented herein for which the school is held responsible unless the City of Dallas deems further measures are appropriate.

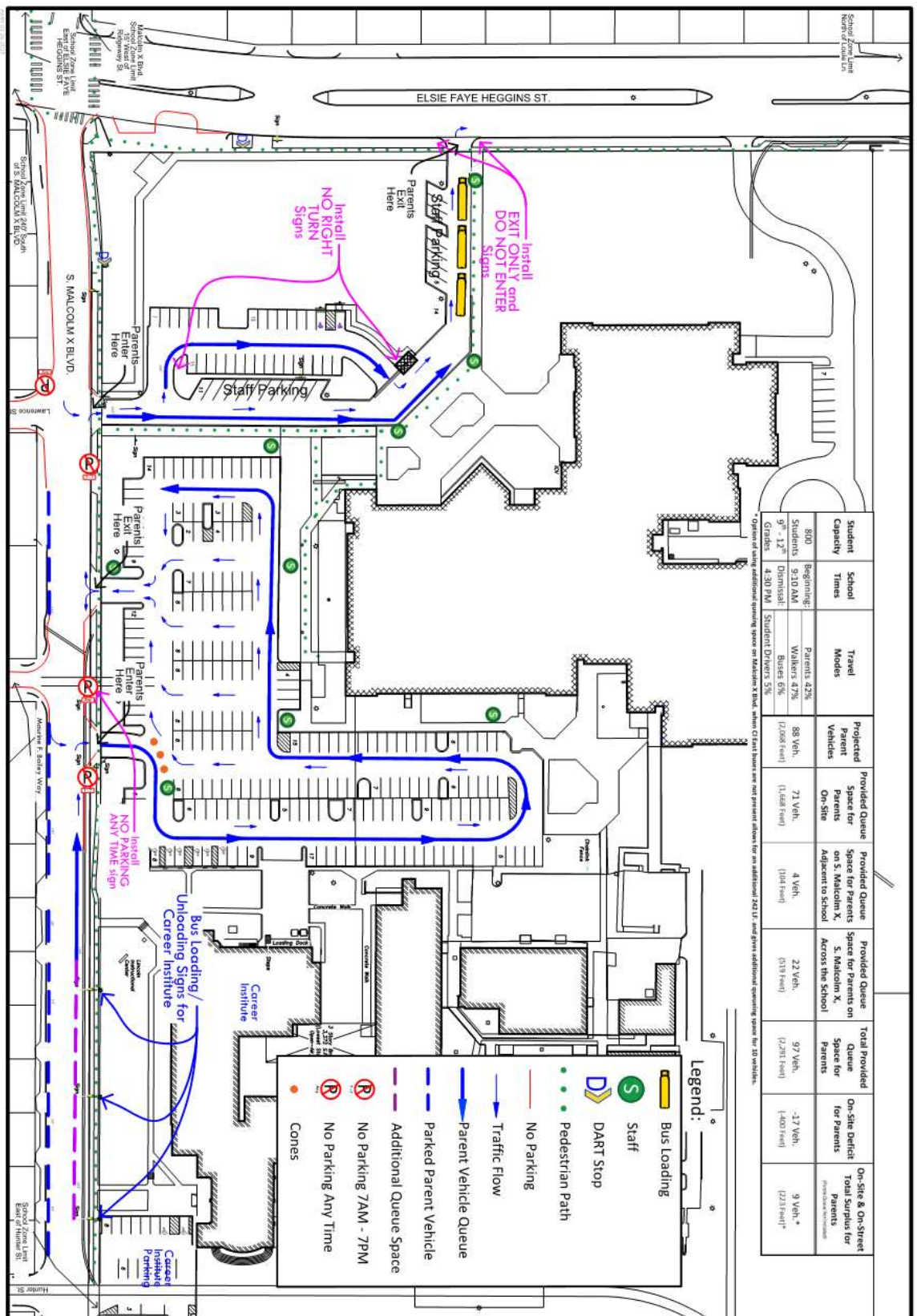
The school is also committed to continually reviewing and assessing the effectiveness of this plan and if warranted, implementing changes in the interest of increasing safety and minimizing impacts on the surrounding community.


 Signature
Lance Williams
 Name

11/28/23
 Date
Principal
 Title

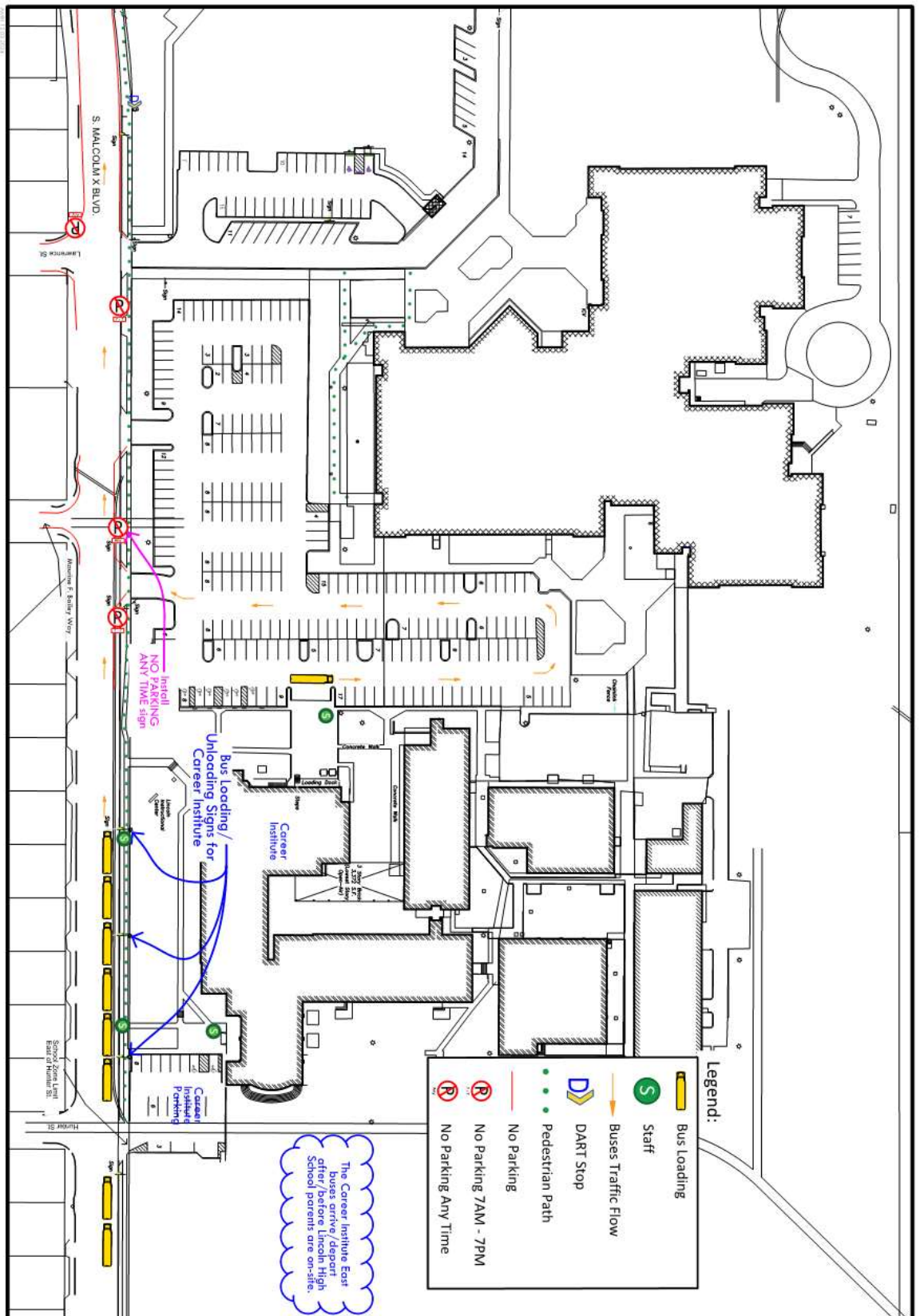


Lincoln High School TMP Exhibit

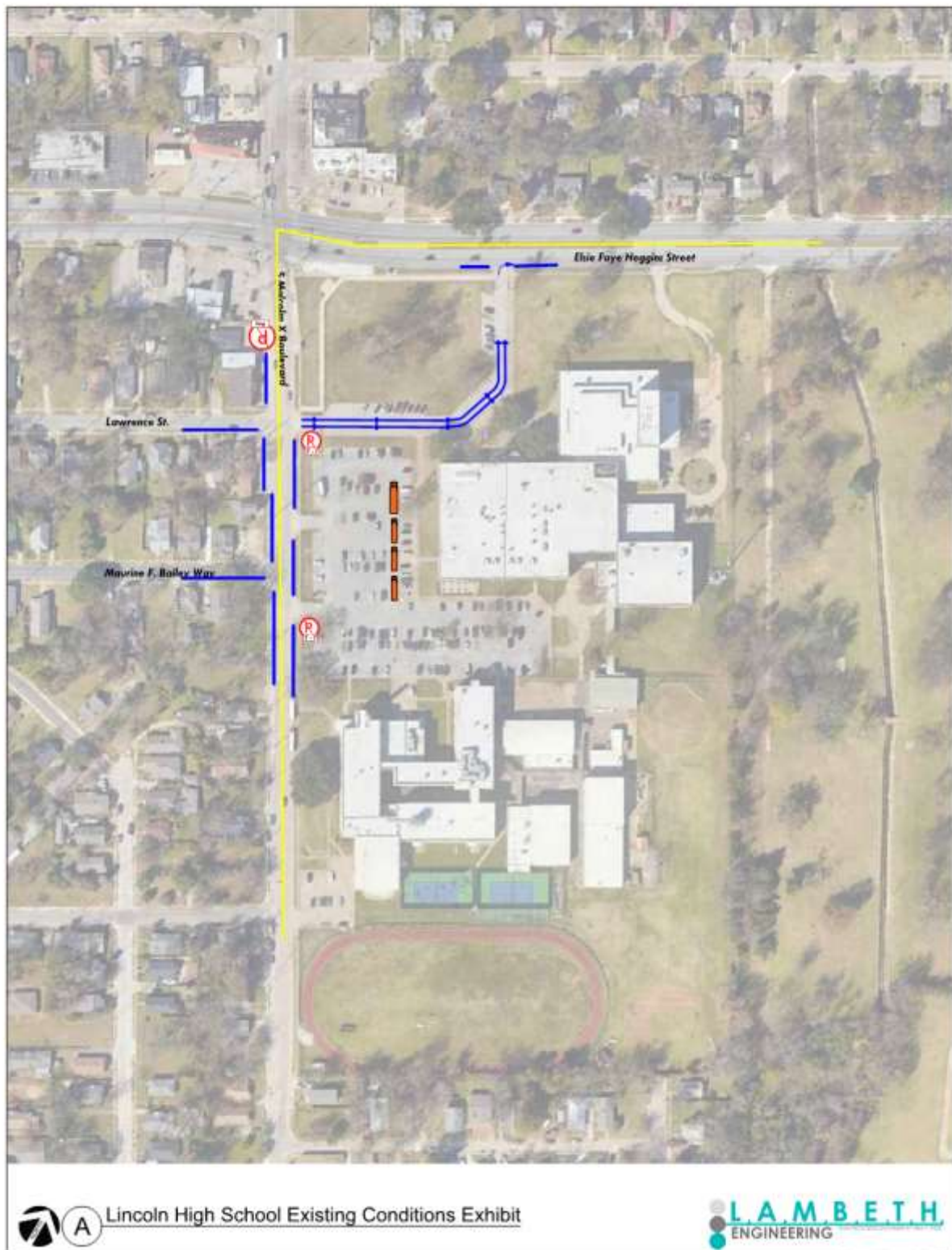


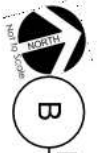
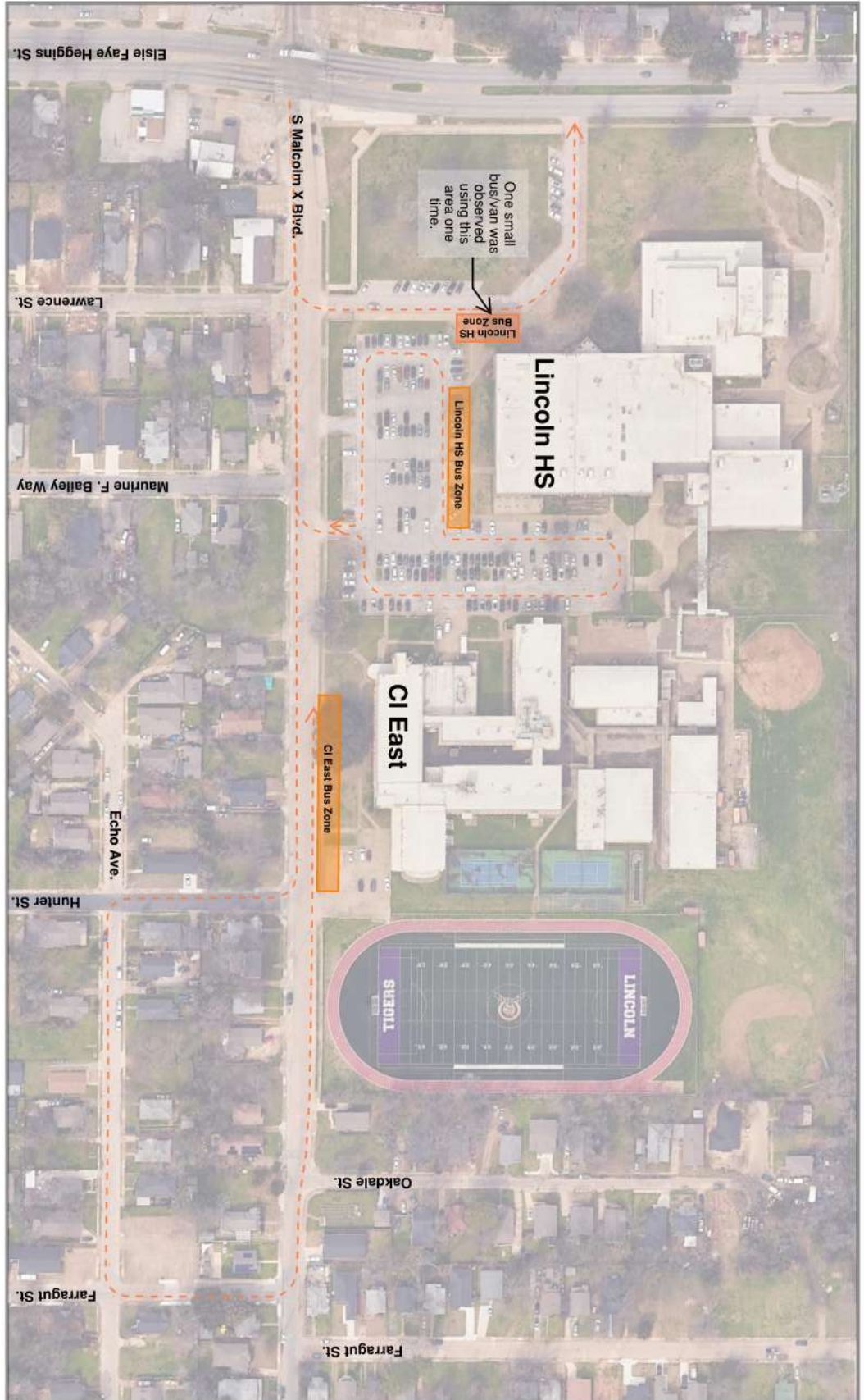


Career Institute East Current Traffic Flow



Appendix





Existing Lincoln HS and CI East Bus Routes

2023-2024 Lincoln Humanities/Communications Magnet HS

All posted times for bus stops are approximate as there are several variables which may contribute to arrival times such as weather, traffic and other unexpected factors.
Students should arrive at their assigned bus stop at least 5-10 minutes before the scheduled pick-up time.

ROUTE	AM PICK-UP TIME	STOP(s) PICK-UP & DROP-OFF LOCATION	PM DROP-OFF	Early Dismissal	Route Overview	Drop off/pick up at Lincoln High School
1201	7:55 AM 8:12 AM 8:25 AM 8:30 AM	WILMER HUTCHINS HS ARRIVE @ ROOSEVELT HS ARRIVE @ LINCOLN HS ARRIVE @ MADISON HS	5:18 PM 4:58 PM 4:45 PM 4:40 PM	2:13 PM 1:53 PM 1:40 PM 1:35 PM		
Route 1201 Google Map Notes: No change needed						
1206	7:53 AM 8:07 AM 8:16 AM 8:23 AM 8:40 AM	SEAGOVILLE HS SPRUCE HS SAMUEL HS ARRIVE @ LINCOLN HS ARRIVE @ ROOSEVELT HS	5:25 PM 5:12 PM 5:03 PM 4:49 PM 4:40 PM	2:20 PM 2:07 PM 1:58 PM 1:44 PM 1:35 PM		
Route 1206 Google Map Notes: No change needed						
2046	8:09 AM 8:19 AM 8:35 AM 8:40 AM	B. ADAMS HS SKYLINE HS ARRIVE @ LINCOLN PIU ARRIVE @ MADISON	5:11 PM 4:59 PM 4:45 PM 4:40 PM	2:06 PM 1:54 PM 1:40 PM 1:35 PM		
Route 2046 Google Map Notes: No change needed						
4097	7:49 AM 8:06 AM 8:16 AM 8:32 AM 8:40 AM	CARTER HS KIMBALL HS ADAMSON HS ARRIVE @ MADISON HS ARRIVE @ LINCOLN HS	5:27 PM 5:14 PM 5:00 PM 4:45 PM 4:40 PM	2:22 PM 2:09 PM 1:55 PM 1:40 PM 1:35 PM		
Route 4097 Google Map Notes: No change needed						

Bus Routes from DISD Transportation Website 12.07.23: <https://docs.google.com/spreadsheets/d/1tSowudKw0IDqg10t8ZHvAZluVSYir9FC0NHh/R7g/edit#gid=13080341>
Maps from Google Maps 12.07.23

LANCE P. WILLIAMS, M.Ed.
PRINCIPAL OF LINCOLN HIGH SCHOOL



September 11, 2023

TO: Lincoln High School Student, Parents, Alumni and Fans
FROM: Lance Williams, Principal of Lincoln High School
SUBJECT: Lincoln / Career Institute East

To Whom It May Concern,

As requested, here is a letter stating the amount of staff and students that drive, walk, get picked up by parents or ride the bus. We will have a google system to record the amount of staff and students that drive to work. We will record their vehicle information and issue a placard for them to place in their window to identify them as a staff or student of Lincoln High School. Below are the number of staff and students as requested :

Lincoln HS

Bus Riders – 40
Car Drivers – 30
Walkers - 300
Bike Riders – 10
Parent Dropped Off - 270
Current Enrollment – 650
Staff – 110

Career Institute East

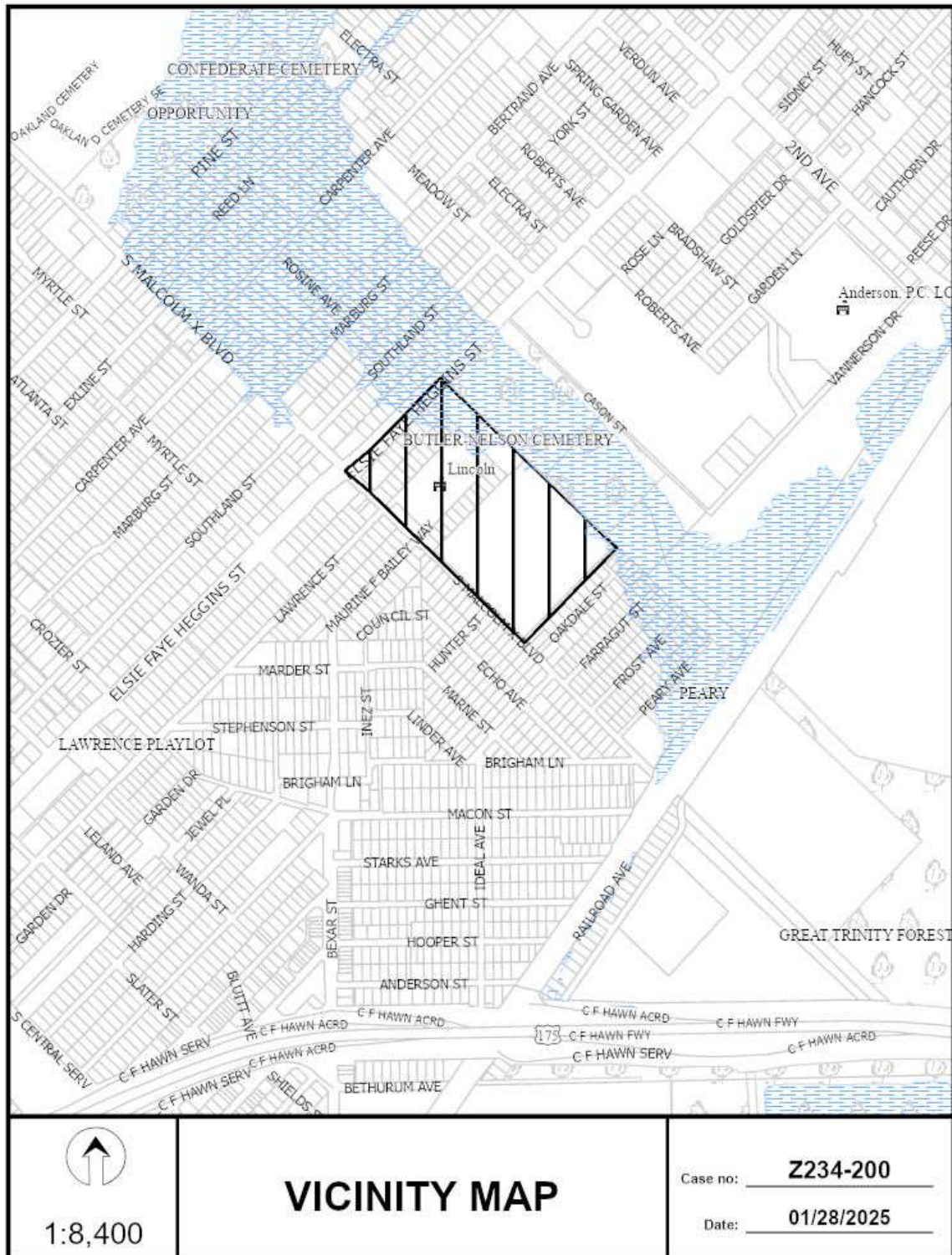
Bus Riders – 1500
Car Driver – 0
Walkers / Bike Riders – 0
Parent Dropped Off – 0
Current Enrollment – 1500
Staff Members – 60

Please let me know if anything further is needed.

Educationally yours,

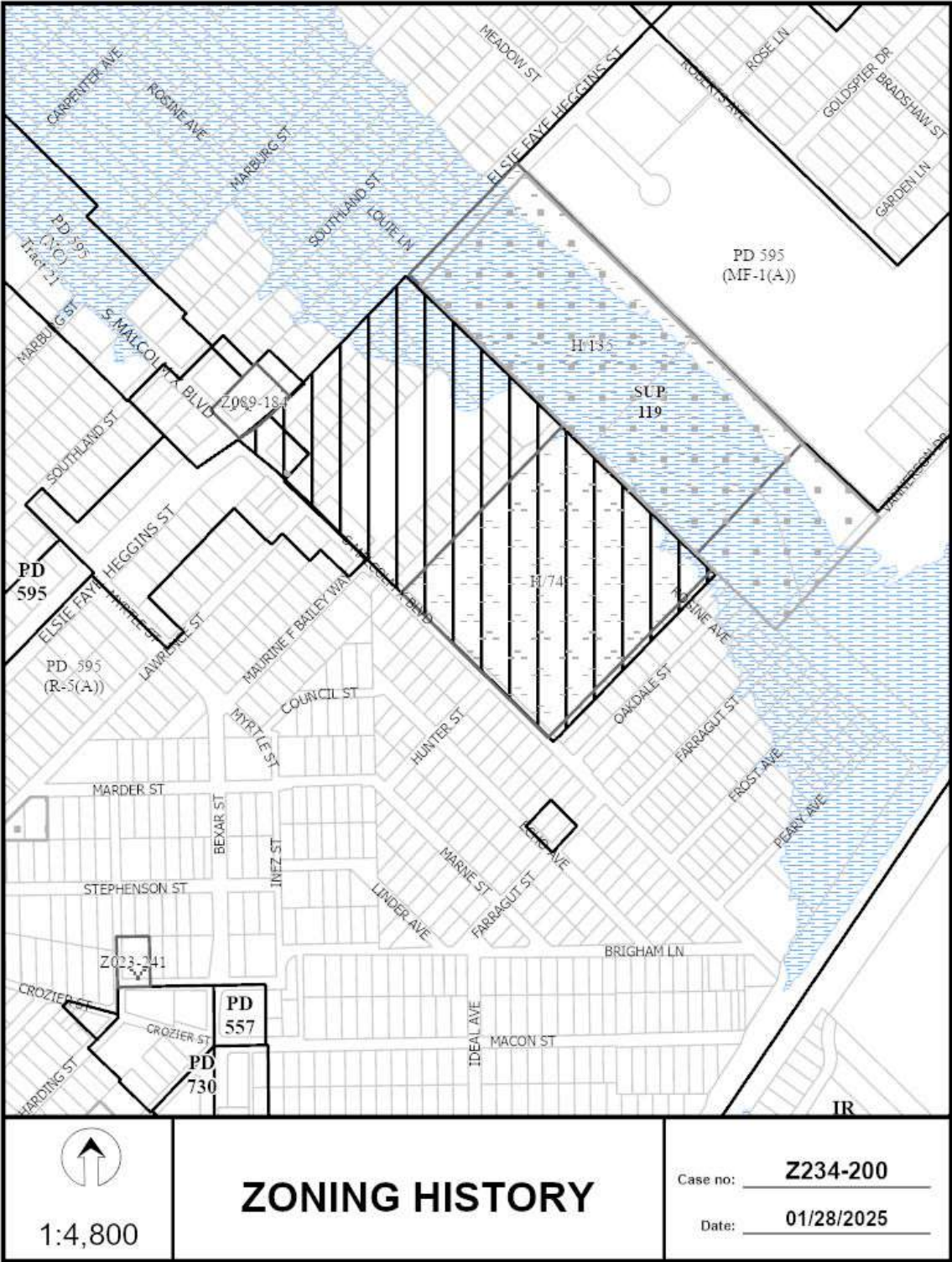
A handwritten signature in black ink, appearing to read "Lance Williams".

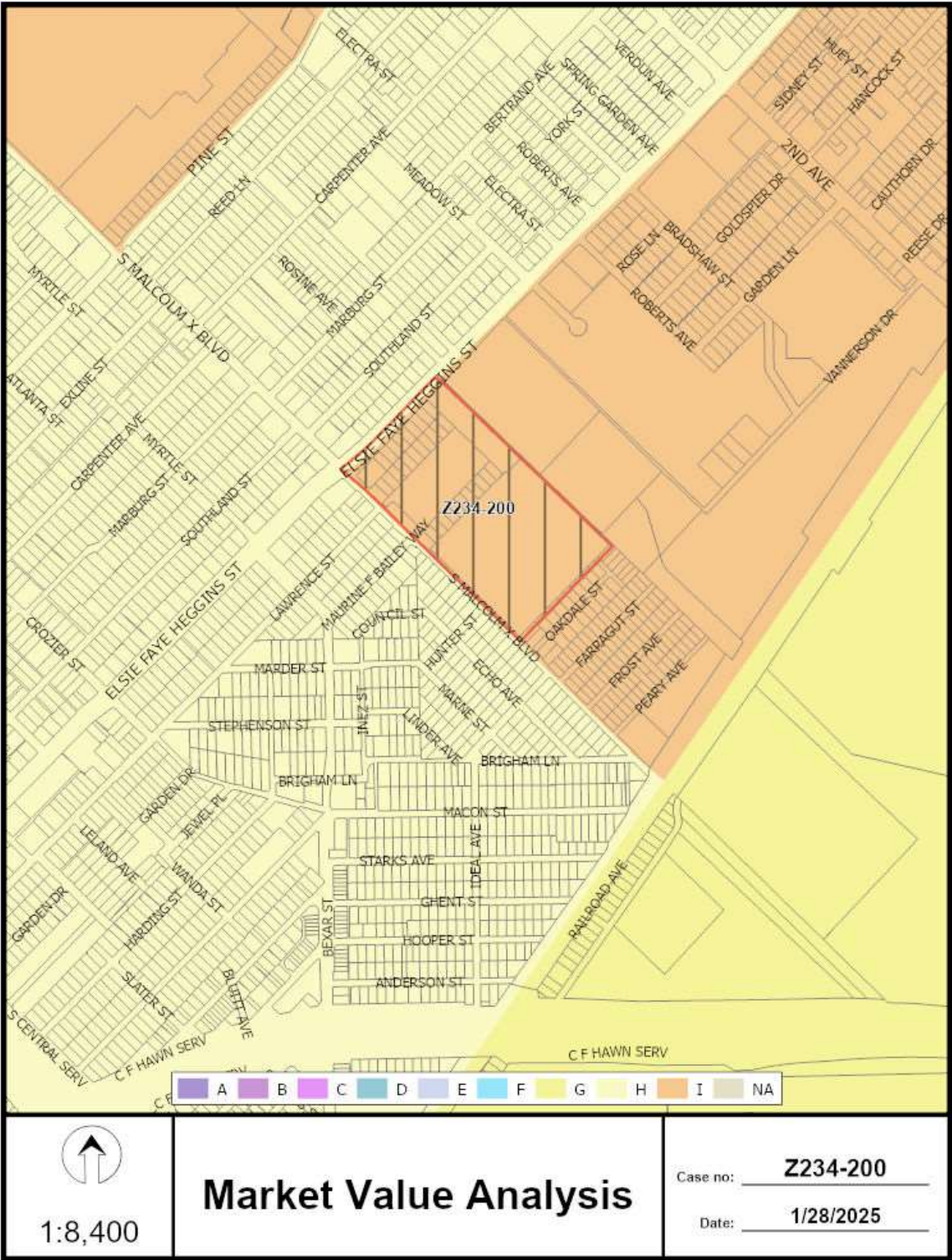
Mr. Lance P. Williams, M.Ed.
Principal of The Legendary Lincoln High School













03/05/2025

Reply List of Property Owners***Z234-200******208 Property Owners Notified******1 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	2808 ELSIE FAYE HEGGINS ST	Dallas ISD
	2	5124 S MALCOLM X BLVD	SPISOL LLC
	3	2815 OAKDALE ST	ALLEN BRIAN
	4	2817 OAKDALE ST	PRICE ANTOINE SR
	5	2827 OAKDALE ST	Taxpayer at
	6	2829 OAKDALE ST	RCGA LLC
	7	2835 OAKDALE ST	HARRIS JUANITA
	8	2837 OAKDALE ST	ANDERSON FRANCIS MAE
	9	2839 OAKDALE ST	BUSBY JOHNNIE FAYE
	10	2726 COUNCIL ST	SAFNA REALTY LLC
	11	2845 OAKDALE ST	3018 ROCHESTER LLC
O	12	5118 ROSINE AVE	Taxpayer at
	13	4516 S MALCOLM X BLVD	JINTEC REAL ESTATE LLC
	14	2811 SOUTHLAND ST	BRAVO MARIO C
	15	2815 SOUTHLAND ST	MMCP LLC
	16	2819 SOUTHLAND ST	POPE GENELL N
	17	2823 SOUTHLAND ST	EIKNER GEORGE A EST OF
	18	2827 SOUTHLAND ST	POSADA NOE
	19	2831 SOUTHLAND ST	PLINDSEY PROPERTIES LLC
	20	2835 SOUTHLAND ST	CHINCHILLA NUBIA
	21	2839 SOUTHLAND ST	PERRY CHRISTOPHER
	22	2843 SOUTHLAND ST	COOK JO HAZEL
	23	2847 SOUTHLAND ST	MCCALL HARDIE
	24	2903 SOUTHLAND ST	FLORES JOSE
	25	2907 SOUTHLAND ST	CUMMINGS MAE G ESTATE OF
	26	2911 SOUTHLAND ST	ERVIN ANTHONY W SR &

03/05/2025

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	2915	SOUTHLAND ST	CHUA ERIC
28	2814	SOUTHLAND ST	VALDERRAMA DAYSI VALDEZ
29	2818	SOUTHLAND ST	NEMONS CHARLES A & SHELIA
30	2822	SOUTHLAND ST	DAVID GUERA BEN INC
31	2830	SOUTHLAND ST	LA CITTA GROUP LLC
32	2834	SOUTHLAND ST	THAMES REAL ESTATE INC
33	2838	SOUTHLAND ST	Taxpayer at
34	2842	SOUTHLAND ST	HILL FREDERICK GLENN
35	2846	SOUTHLAND ST	WARD WATLER JR &
36	2902	SOUTHLAND ST	GOMEZ JUAN CARLOS S
37	2906	SOUTHLAND ST	MORROW LOUIS & LOURBRIA
38	2910	SOUTHLAND ST	STRANGE ALMA J EST OF
39	2923	ELSIE FAYE HEGGINS ST	ALEXANDER ERVIN JAMES &
40	2919	ELSIE FAYE HEGGINS ST	WILLIS PORSCHA NICHOLE &
41	2913	ELSIE FAYE HEGGINS ST	ALVAREZ EPIFANIO &
42	2909	ELSIE FAYE HEGGINS ST	VELASQUEZ TRINIDAD MORALES &
43	2903	ELSIE FAYE HEGGINS ST	STADIA HOMES LLC
44	2837	ELSIE FAYE HEGGINS ST	LISTER BETTY JO
45	2833	ELSIE FAYE HEGGINS ST	ABDULKHAALIQ ANWAR
46	2827	ELSIE FAYE HEGGINS ST	DESOTO REAL ESTATE RESOURCES LLC
47	2823	ELSIE FAYE HEGGINS ST	RNL BELLA LLC
48	2819	ELSIE FAYE HEGGINS ST	AKHTAR SYED M
49	2923	SOUTHLAND ST	GARCIA JOAQUIN H &
50	2927	SOUTHLAND ST	SAN IGNACIO PROPERTY
51	3002	SOUTHLAND ST	ZUNIGA ANNETT
52	3006	SOUTHLAND ST	MEDINA JAVIER
53	3010	SOUTHLAND ST	WOODS DORIS F LIFE EST
54	3015	ELSIE FAYE HEGGINS ST	PENAGRAPH THOMAS
55	3003	ELSIE FAYE HEGGINS ST	CLARK PHYLLIS F
56	2735	SOUTHLAND ST	BAIG MANAGEMENT CORP
57	4605	S MALCOLM X BLVD	MORENO GLORIA JAIMEZ

03/05/2025

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
58	4611	S MALCOLM X BLVD	JAIMES GLORIA
59	2734	SOUTHLAND ST	TRIMBLE BILLY E
60	2730	SOUTHLAND ST	BANDA ROBERT
61	2726	SOUTHLAND ST	SHEPPARD JOHNNYE JEWELL
62	2722	SOUTHLAND ST	M6 HOMES LLC
63	2729	ELSIE FAYE HEGGINS ST	2729 SHAGA LLC
64	2735	ELSIE FAYE HEGGINS ST	SGHAYER AMMAR
65	2743	ELSIE FAYE HEGGINS ST	SGHAYER AMMAR
66	4719	S MALCOLM X BLVD	KIDANE TEFAMARIAM
67	2738	ELSIE FAYE HEGGINS ST	KIDANE TEFAMARIAM G
68	4715	S MALCOLM X BLVD	WALKER GARY L &
69	2739	LAWRENCE ST	OMNIAH LLC
70	4721	S MALCOLM X BLVD	BELAI KIBROM
71	2735	LAWRENCE ST	HISLAND CORP
72	2732	ELSIE FAYE HEGGINS ST	MARIAM KIDANE
73	2731	LAWRENCE ST	RODRIGUEZ ECRICKA
74	2727	LAWRENCE ST	PEREZ ESTHELA VEGA
75	2726	ELSIE FAYE HEGGINS ST	KIDANE MARIAM
76	2723	LAWRENCE ST	DALLAS HOUSING ACQUISITION & DEV CORP
77	2722	ELSIE FAYE HEGGINS ST	MOORE T ESTATE OF
78	2719	LAWRENCE ST	LEE GLORIA SAHNGEUN
79	2718	ELSIE FAYE HEGGINS ST	MARIAM KIDANE G
80	4803	S MALCOLM X BLVD	TOPLETZ INVESTMENTS
81	2742	LAWRENCE ST	GONZALES TOMAS & CATALINA RODRIGUEZ
82	2738	LAWRENCE ST	THOMAS KEVIN
83	2734	LAWRENCE ST	HARRIS CHAUNCEY
84	2730	LAWRENCE ST	ABARUKUNDO ALAIN &
85	2726	LAWRENCE ST	CONFIA HOMES LLC
86	2722	LAWRENCE ST	NELSON LACREZIA
87	2718	LAWRENCE ST	JUSTICE ALVIN III &
88	2719	MAURINE F BAILEY WAY	JOHNSON ALICIA WARREN

03/05/2025

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
89	2723	MAURINE F BAILEY WAY	TUTT MARGARET &
90	2727	MAURINE F BAILEY WAY	MITCHELL VARNICE & YVETTE R
91	2731	MAURINE F BAILEY WAY	EVBO MOEN NATHANIA OLOHITARE &
92	2735	MAURINE F BAILEY WAY	TODD LONNIE III & LA TU
93	2739	MAURINE F BAILEY WAY	BANKS RANDY
94	2743	MAURINE F BAILEY WAY	DAVIS ERNEST
95	4817	S MALCOLM X BLVD	WCP RETIREMENT PLAN
96	2742	MAURINE F BAILEY WAY	PLEASANT STANLEY SR
97	2738	MAURINE F BAILEY WAY	JACKSON WILLIAM & JOYCE
98	2730	MAURINE F BAILEY WAY	MEEKS BOURLAND
99	2726	MAURINE F BAILEY WAY	OLAYODE JOY
100	2722	MAURINE F BAILEY WAY	HARMON NORMA J
101	2718	MAURINE F BAILEY WAY	COOPER JASON
102	2746	MAURINE F BAILEY WAY	BRADFORD CHRISTOPHER
103	2722	COUNCIL ST	ANTHONY AISHA
104	2731	COUNCIL ST	WHITE WILLIAM E
105	2727	COUNCIL ST	HOLBERT GREGORY L & VIRGINIA A
106	2719	COUNCIL ST	FRANKLIN CASSANDRA
107	2729	COUNCIL ST	ROBINSON BYRDESTA
108	2827	MARDER ST	BREWSTER RUDY &
109	5003	S MALCOLM X BLVD	MARIN JULIO FLOREZ
110	5011	S MALCOLM X BLVD	JAIMES ROLANDO &
111	5015	S MALCOLM X BLVD	BROWN JOYCE MARIE
112	5019	S MALCOLM X BLVD	DAVIS SAMUEL ANTHONY
113	5027	S MALCOLM X BLVD	JOHNSON KAREN &
114	4934	ECHO AVE	JMD HOLDINGS LLC
115	4926	ECHO AVE	MORALES MANUEL RODRIGUEZ &
116	5107	S MALCOLM X BLVD	BAKER RICKY &
117	5111	S MALCOLM X BLVD	BARAMUS LLC
118	5113	S MALCOLM X BLVD	RENDON EZEQUIEL ROCHA &
119	5119	S MALCOLM X BLVD	WOLFORD KARNITA RENEE

03/05/2025

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	120	5123 S MALCOLM X BLVD	Taxpayer at
	121	5125 S MALCOLM X BLVD	DUNN JACK O
	122	5131 S MALCOLM X BLVD	HAYES PERVIS W EST OF
	123	5135 S MALCOLM X BLVD	ROBERTSON MILDRED
	124	5139 S MALCOLM X BLVD	WHITE ANDREA
	125	5038 ECHO AVE	TAYLOR MEMORIAL CHURCH OF GOD
	126	5028 ECHO AVE	PORCHIA MALVIN EARL SR &
	127	5026 ECHO AVE	PICKENS SHARON
	128	5022 ECHO AVE	TEFFERA BINIAM
	129	5018 ECHO AVE	DALLAS CITY OF COUNTY OF
	130	5014 ECHO AVE	UNDERWOOD WANDA
	131	5010 ECHO AVE	Taxpayer at
	132	5006 ECHO AVE	CAMACHO DOMINGO ROCHA &
	133	5002 ECHO AVE	OTA ENTERPRISES LLC
	134	5203 S MALCOLM X BLVD	CARRIZALES JUAN M &
	135	5207 S MALCOLM X BLVD	WILLIAMS KENNETH D
	136	5211 S MALCOLM X BLVD	GOSSOM KASSIE DUNCAN &
	137	5110 ECHO AVE	SPJ PORTFOLIO 2020 LLC
	138	5100 ECHO AVE	KING THOMAS EDWARD JR &
	139	5101 ECHO AVE	ETHAN TMAC PROPERTIES LLC
	140	5007 ECHO AVE	TUCKER DENISE
	141	5011 ECHO AVE	ANDERSON BARBARA DIAN
	142	5019 ECHO AVE	UNDERWOOD RUBY JEWEL EST OF
	143	5023 ECHO AVE	WILLIAMS PHILLIP
	144	5027 ECHO AVE	HARDEN THELMA
	145	5031 ECHO AVE	SAUCEDO ARMANDO TORRES
	146	5035 ECHO AVE	BRODERICK STREET HOMES LLC
	147	5036 MARNE ST	MCMATH JOHN LIFE ESTATE
	148	5034 MARNE ST	ABDU KAMILAH
	149	5030 MARNE ST	GOMEZBARCENAS JAIME
	150	5026 MARNE ST	VARGHESE RUBIN MATHAI &

03/05/2025

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
151	5018	MARNE ST	Taxpayer at
152	5010	MARNE ST	RCGA LLC
153	5002	MARNE ST	CISNEROS DINA ARELY &
154	4931	ECHO AVE	SOUTH DALLAS RENTALS
155	4935	ECHO AVE	CHATMAN WILLIAM ESTATE
156	2711	HUNTER ST	HINTON KENNETH A
157	2831	MARDER ST	BADGER MARY W
158	2803	FARRAGUT ST	TAPIA YONESI
159	2807	FARRAGUT ST	THOMAS VELMA
160	2811	FARRAGUT ST	CHANEY NATION LLC
161	2815	FARRAGUT ST	MCLEMORE MARCELLA ELAINE &
162	2819	FARRAGUT ST	WILLIAMS GREGORY
163	2823	FARRAGUT ST	RODRIGUEZ JOSEPH &
164	2825	FARRAGUT ST	GUADARRAMA EMILY
165	2829	FARRAGUT ST	OLIVER ALLA MAE
166	2833	FARRAGUT ST	TERRELL ENTERPRISES INC
167	2837	FARRAGUT ST	SCULLY SEAN
168	2843	FARRAGUT ST	BULLISH BUSINESS LLC
169	2845	FARRAGUT ST	DALLAS HOUSING ACQUISITION &
170	2847	FARRAGUT ST	LAGOW DEVELOPMENT PROJECT LLC
171	2859	FARRAGUT ST	POLARIN CAPITAL LLC
172	2865	FARRAGUT ST	DALLAS CITY PROPERTY MGMT
173	2802	FARRAGUT ST	ROBERTSON LEROY EST OF
174	2804	FARRAGUT ST	PERKINS ELAINE
175	2806	FARRAGUT ST	JONES C W FAMILY TRUST
176	2810	FARRAGUT ST	KELLEY DAPORSCHA
177	2812	FARRAGUT ST	DALLAS HOUSING ACQUISITION &
178	2814	FARRAGUT ST	GREEN JESSICA
179	2830	FARRAGUT ST	BURTON JETTIE C
180	2834	FARRAGUT ST	RUIZ JUAN ANTONIO RODRIGUEZ &
181	2838	FARRAGUT ST	BATTLE LARRY

03/05/2025

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
182	2842	FARRAGUT ST	BAKER PATRICK J
183	2844	FARRAGUT ST	DUROSIER AREMAN
184	2850	FARRAGUT ST	DAUBEN CARLESS A &
185	2854	FARRAGUT ST	WILLIAMS WESLEY BERNARD EST OF &
186	2858	FARRAGUT ST	ROCKWELL HOLDINGS LLC
187	2866	FARRAGUT ST	PHILLIPS ARTHUR L EST OF
188	2870	FARRAGUT ST	TORRES FRANCISCO JAVIER R
189	2874	FARRAGUT ST	SOCIETY OF ST VINCENT DE
190	5126	S MALCOLM X BLVD	GIRON WALTER M
191	5138	S MALCOLM X BLVD	STEEN TRACY
192	2814	OAKDALE ST	LUNA JOSE RAUL ISLAS
193	2816	OAKDALE ST	Taxpayer at
194	2818	OAKDALE ST	CAVADIAN PROPERTIES LLC
195	2830	OAKDALE ST	QUIROZ JAVIER &
196	2834	OAKDALE ST	MIRAMAR MCB DFW SFR I LP
197	2838	OAKDALE ST	Taxpayer at
198	2840	OAKDALE ST	SALDANA ANDREA C
199	2842	OAKDALE ST	CRUZ GUSTAVO MARTINEZ
200	2844	OAKDALE ST	STM HOLD CO 2 LLC
201	5124	ROSINE AVE	HARRIS DOUGLAS EST OF &
202	5130	ROSINE AVE	KINYA MUNGAI
203	5132	ROSINE AVE	JONES LEROY
204	2900	ELSIE FAYE HEGGINS ST	WOODLAND CEMETERY
205	5000	CASON ST	HILL GROVE CEMETERY
206	5053	CASON ST	GLEN OAKS MEM CEMETERY
207	5219	2ND AVE	SJR SECOND AVE REALTY LP
208	4523	S MALCOLM X BLVD	DALLAS AREA RAPID TRANSIT



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1051A

Item #: Z3.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 3
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Specific Use Permit No. 2170 for an open-enrollment charter school use on property zoned an RR Regional Retail District, on the north line of West Camp Wisdom Road and the west line of Interstate 35E Freeway

Recommendation of Staff: Approval, subject to an amended site plan, amended traffic management plan, and amended conditions

Recommendation of CPC: Approval, subject to an amended site plan, amended traffic management plan, and amended conditions

Z234-246(LL)

FILE NUMBER: Z234-246(LL) **DATE FILED:** May 24, 2024

LOCATION: North line of West Camp Wisdom Road and the west line of Interstate 35E Freeway

COUNCIL DISTRICT: 3

SIZE OF REQUEST: 18.882 acres **CENSUS TRACT:** 48113013005

OWNER/APPLICANT: Uplift Education

REPRESENTATIVE: Rob Baldwin, Baldwin Associates

REQUEST: An application for an amendment to Specific Use Permit No. 2170 for an open-enrollment charter school use on property zoned an RR Regional Retail District.

SUMMARY: The purpose of the request is to allow for the continuation of the open-enrollment charter school use.

CPC RECOMMENDATION: Approval, subject to an amended site plan, amended traffic management plan, and amended conditions.

STAFF RECOMMENDATION: Approval, subject to an amended site plan, amended traffic management plan, and amended conditions.

BACKGROUND INFORMATION:

- The area of request is currently zoned RR Regional Retail with SUP 2170 and is developed with an open-enrollment charter school [Uplift Pinnacle Preparatory – Uplift Camp Wisdom Rd].
- Geographically located in West Dallas.
- No changes to the existing uses are proposed for the property.
- An updated traffic management plan is being submitted with this SUP renewal application.
- On October 26, 2022, City Council approved a renewal to SUP 2170 for an open enrollment charter school with an expiration date of October 26, 2024.
- The purpose of this request is for the renewal of an SUP for an open-enrollment charter school to continue to operate at this location.
- On February 20, 2025, the City Plan Commission recommended approval, subject to an amended site plan, amended traffic management plan, and amended conditions.

Zoning History:

There have been no zoning cases in the area in the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing/Proposed ROW
IH 35 (S R.L. Thornton Fwy.)	Freeway	-
West Camp Wisdom	PA – Principal Arterial	100'

Traffic:

The Transportation Development Services Division of the Transportation Department has reviewed the request and determined that it will not significantly impact the surrounding roadway system. Staff will continue review of engineering plans at permitting to comply with city standards.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* (1.0) was adopted by the City Council in June 2006 and outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request, since the application was filed prior to September 26, 2024.

The request complies with the following land use goals and policies of the Comprehensive Plan:

LAND USE ELEMENT

GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES

Implementation 1.1.2.2 Focus on developing strong middle-class neighborhoods anchored by successful schools and supported with sufficient retail.

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

Implementation 1.1.5.7 Ensure that neighborhoods are served by and accessible to neighborhood commercial areas, parks and open space, libraries and schools.

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

Implementation 2.1.1.6 Ensure that zoning regulations are sensitive to existing context by incorporating urban design principles and appropriate mitigation measures.

GOAL 2.5 FOSTER A CITY OF GREAT NEIGHBORHOODS

Policy 2.5.1 Promote strong and distinctive neighborhoods to enhance Dallas' quality of life.

Implementation 2.5.1.1 Ensure neighborhoods have access to high-quality public amenities and services such as parks, schools and libraries.

URBAN DESIGN ELEMENT

GOAL 5.1 PROMOTE A SENSE OF PLACE, SAFETY AND WALKABILITY

Policy 5.1.1 Promote pedestrian-friendly streetscapes.

Policy 5.1.3 Encourage complementary building height, scale, design and character.

GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY

Policy 5.2.1 Maintain neighborhood scale and character.

GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE

Policy 5.3.1 Encourage a balance of land uses within walking distance of each other.

Land Use:

	Zoning	Land Use
Site	RR with SUP 2170 for an open enrollment charter school	Open enrollment charter school
North	R-7.5(A) and RR	Single Family
East	RR MC-4	Commercial and Retail
South	R-7.5(A) RR with DR Z778-113	Single Family Retail and Commercial
West	R-7.5(A)	Single Family

Land Use Compatibility:

The area of request currently has one larger building open-enrollment charter school building with a separate gymnasium zoned RR with SUP 2170 for the charter school (Uplift Pinnacle Preparatory) on the north line of West Camp Wisdom Road and the west line of IH 35 (S R.L. Thornton) Freeway. To the north, west, and southwest across West Camp Wisdom of the site is single family. To the south of the site and across West Camp

Wisdom are retail and commercial uses. To the east, across IH 35 (S R.L. Thornton) Freeway, are commercial uses.

Since the charter school has been operating for a number of years and is mostly surrounded by residential uses to support the community school, staff finds the applicant's request to be appropriate and compatible with the surrounding area.

Staff supports the applicant's request and finds the proposed rezoning to be appropriate for this area as it would continue to serve the existing neighborhoods. The applicant is not proposing any further expansion of buildings beyond what is allowed per the existing site plan and has agreed to some pedestrian improvements if additional improvements are proposed in the future to ensure appropriate scale and compatibility with the surrounding area. Therefore, staff supports a renewal that would also allow eligibility for automatic renewals and supports the request because it will allow the school to continue to operate in a manner that will not be a detriment to the adjacent properties and the surrounding roadway system.

Staff recommends approval, subject to an amended development plan/concept plan, and amended conditions. Staff considers the requested amendment to be compatible with the surrounding area because compliance with the proposed conditions, concept plan, and a Traffic Management Plan requiring periodic updates will ensure the operation continues to have optimal efficiency into the future.

Landscaping:

Landscaping has been provided in accordance with Article X, as amended.

Parking:

Pursuant to §51A-4.200 of the Dallas Development Code, if an SUP is required for a school use, the off-street parking requirement may be established in the ordinance granting the SUP [ref. [Sec. 51A-4.204](#)(17)(C)(iv)]. Since the proposed SUP conditions do not specify an alternative parking ratio for the school use, off-street parking must be provided in accordance with the standard use regulations (One and one-half parking spaces for each kindergarten and elementary school classroom, three and one-half spaces for each middle school classroom, and nine and one-half parking spaces for each senior high school classroom). The proposed SUP conditions indicate a total of 66 classrooms (24 kindergarten/elementary classrooms, 30 junior high/middle school, and 12 senior high school classrooms) for the charter school.

Since the school includes a total of 24 kindergarten/elementary school classrooms the typical minimum parking requirement for those classrooms would be one and one-half

parking requiring 36 parking spaces. Three and one-half parking spaces are required for middle school or junior high school classrooms and the school includes 30 junior high school classrooms requiring 105 parking spaces. The site also includes 12 senior high school classrooms that requires nine and one-half parking spaces for a total of 114 parking spaces. Based on the site plan, the total parking required for all classroom uses on the site is 255. To ensure adequate parking spaces, the applicant has provided a total of 277 parking spaces – a surplus of 22.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to target intervention strategies more precisely in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets (A through C) to orange, representing the weakest markets (G through I). The area of request is currently in an “H” MVA area. To the north, south, east and west of the site is the “H” MVA area.

List of Officers

Uplift Education

Director of Legal Affairs/Chief Legal Officer
Alexander Berk

Chief Financial Officer
Leslie Berlin

Chief of External Affairs
Deborah Bigham

Primary Deputy Chief of Schools
Jonathan Dant

Chief Operations Officer
Johnny Deas

Chief Well-Being and SEL Officer
Dr. John Gasko

Deputy Chief of College and Career
Daniel Gray

Chief of Staff
Amanda Martin

Chief People Officer
Anne McCall

Deputy Chief of Primary Learning Acceleration
Priscilla Parhms

President
Dr. Remy Washington

Z234-246(LL)

CPC Motion:
February 20, 2025

Motion: It was moved to recommend **approval** of an amendment to Specific Use Permit No. 2170 for an open-enrollment charter school use, as briefed, on property zoned an RR Regional Retail District, on the north line of West Camp Wisdom Road and the west line of Interstate 35E Freeway.

Maker: Herbert
Second: Rubin
Result: Carried: 15 to 0

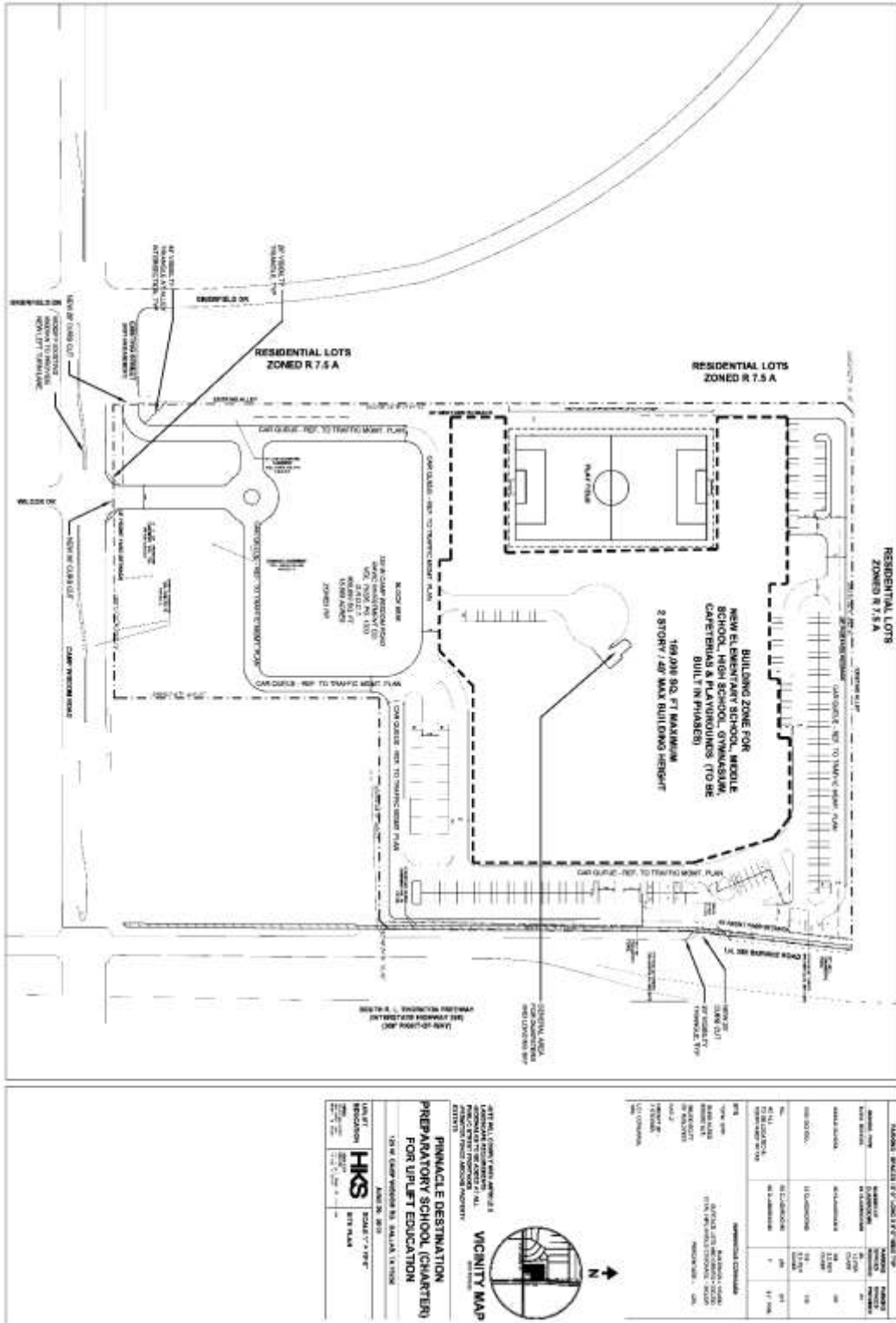
For: 15 - Chernock, Hampton, Herbert, Forsyth,
Shidid, Carpenter, Wheeler-Reagan,
Franklin, Sleeper, Housewright,
Nightengale, Haqq, Hall, Kingston, Rubin

Against: 0
Absent: 0
Vacancy: 0

Notices:	Area: 400	Mailed: 136
Replies:	For: 0	Against: 3

Speakers: None

Existing Site Plan (No Changes Proposed)



CPC RECOMMENDED SUP 2170 AMENDED CONDITIONS

1. USE: The only use authorized by this specific use permit is an open-enrollment charter school.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on [October 26, 2024]
- 4.3. LANDSCAPING: Landscaping must be provided and maintained in accordance with Article X of the Dallas Development Code, as amended.
5. CLASSROOMS: The total maximum number of classrooms is 66, with the following maximum classrooms per grade level:
 - a. Kindergarten/elementary, 24.
 - b. Junior high/middle school (MS), 30.
 - c. Senior high school (HS), 12.
6. PLAY FIELD: Use of the play fields as shown on the attached site plan is prohibited between 8:00 p.m. and 6:00 a.m.
4. SIDEWALKS AND PEDESTRIAN PATHS:
 - (A) Prior to the issuance of a certificate of occupancy, the following sidewalks and pedestrian paths are required.
 - (B) Sidewalks. A minimum six-foot-wide unobstructed sidewalk located a minimum of five feet from the curb along the entire length of the property abutting all streets is required.
 - (C) Existing sidewalks that are in good repair may remain; however, when an existing sidewalk is repaired or replaced, it must be replaced with a minimum six-foot-wide unobstructed sidewalk with a minimum five-foot- wide buffer.
 - (D) Pedestrian pathways. An accessible pathway that complies with subparagraphs (i) through (v) is required. If the path is located behind a fence, a pedestrian gate made accessible to staff and students is required. Existing pedestrian pathways that are in good repair may remain; however, when an existing pedestrian pathway

is repaired or replaced, it shall be replaced with consideration to subparagraphs (i) through (v) where possible.

- (i) A minimum four-foot-wide, permeable paving unobstructed pathway is required to connect a primary entrance of each main building and off-street parking spaces. No parking space may be located more than 65 feet from a connected pathway.
- (ii) Unobstructed sidewalks located in the public right of way may count toward subparagraph (i) when all criteria in this subsection are met. Sidewalk connections to pathways must be no more than 130 linear feet apart.
- (iii) When abutting parking spaces, all pathways must be protected by concrete curbs, wheel stops, or other permanent barriers such that no part of a parked automobile extends into the pathway.
- (iv) When crossing a drive aisle, all pathways must be of a contrasting color, material, or texture.
- (v) The pathway with the shortest distance between a primary entrance and a lot line on the entrance opposite side of the parking lot from the building must connect to the sidewalk and be raised to the level of the sidewalk when crossing a drive aisle.

5. PEDESTRIAN AMENITIES.

- (A) Prior to the issuance of a certificate of occupancy, each of the following pedestrian amenities must be provided at regular intervals not to exceed 200 feet along the entire length of streets:
 - (i) bench;
 - (ii) trash receptacle; and
 - (iii) bike rack

7.6. TRAFFIC MANAGEMENT PLAN:

- a. In general. Operation of the open-enrollment charter school must comply with the attached traffic management plan.
- b. Queuing. Queuing is only permitted inside the Property. Student drop-off and pick-up are not permitted within city rights-of-way.
- c. Traffic study.

- (i) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the director by November 1, 2016. After the initial traffic study, the property owner or operator shall submit [bi-annual] updates of the traffic study to the director by November 1st of each even-numbered year.

- 1. If the Property owner or operator fails to submit the required initial traffic study to the director by November 1, 2016, the director shall notify the city plan commission. ~~After the initial traffic study, the Property owner or operator shall submit updates of the traffic study to the director by November 1st of each even-numbered year.~~

- 2. If the Property owner or operator fails to submit a required update of the traffic study to the director by November 1st of each even-numbered year, the director shall notify the city plan commission.

- i. The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

- 1. ingress and egress points;
- 2. queue lengths;
- 3. number and location of personnel assisting with loading and unloading of students;
- 4. drop-off and pick-up locations;
- 5. drop-off and pick-up hours for each grade level;
- 6. hours for each grade level; and
- 7. circulation.

- ii. Within 30 days after submission of a traffic study, the director shall determine if the current traffic management plan is sufficient.

- 1. If the director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.
- 2. If the director determines that the current traffic management plan results in traffic hazards or traffic congestion, the director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the director

shall notify the city plan commission.

D. Amendment process.

- i. A traffic management plan may be amended using the minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3) of Chapter 51A of the Dallas City Code.
- ii. The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

~~8. PARKING: Off-street parking must be located as shown on the attached site plan.~~

7. SIGNS: Signs for an open-enrollment charter school must comply with Article VII of the Dallas Development Code, as amended, and are not required to be shown on the attached site plan.

8. FENCES: An open fence with a maximum height of six feet may be located in the required yard along a street frontage if all of the following conditions are met. (OPEN FENCE means a fence with a minimum 50 percent open surface area in any given square foot of surface.)

(A) Gates for vehicular traffic must be located a minimum of 20 feet from the back of the street curb;

(B) The fence complies with the visual obstruction regulations in Section 51A-4.602; and

(C) The fence does not inhibit compliance with landscaping, sidewalks, buffers, or other regulations applicable to the Property.

9. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.

10. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

Existing Traffic Management Plan

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2 2 1 6 4 2

Uplift Wisdom Preparatory Traffic Management Plan 2022 Dallas, Texas

Special Use Permit - Zoning Case Number: Z201-134



Prepared by

Elizabeth Crowe Engineering Associates, PLLC
TBPE Firm Registration No. 20105

September 2022

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Traffic Management Plan

The initial Traffic Management Plan (TMP) was prepared in Summer 2015 for Uplift Pinnacle Preparatory prior to campus construction. Uplift Wisdom Preparatory opened in 2017 at this campus and the total targeted enrollment of 1,518 scholars is estimated for the 2022-2023 school year in grades Pre-Kindergarten through Grade 12.

The Wisdom Preparatory campus TMP was designed to create a vehicular circulation route for parents to drop-off and pick-up their children during the critical morning and afternoon times associated with the beginning and dismissal of school. It is designed to maintain all queued vehicles within the school property during both the AM and PM peak periods and not impede the flow of traffic on adjacent streets.

Since campus construction including phase 2 in 2019, the current TMP has developed with staff input. The TMP in Figure 1 graphically provides specific circulation operations for the Pre-Kindergarten, Primary and the Secondary school scholars. City of Dallas Planning Commission representatives, along with Dallas Police, and Uplift leadership worked together to make updates to the current TMP. Those modifications are reflected in this submitted TMP.

Family Identification Numbers

The school currently utilizes a passenger identification system for pick-up operations. The parents are instructed to have the identification card visible for the administrator collecting this information to relay the specific parent's arrival information to the staff to alert the scholars. *Driveline* is the school scholar dismissal software.

Updated Release Times

The Uplift Wisdom Preparatory School provided the following hours of school arrival and dismissal for the upcoming 2022 – 2023 school year.

Uplift Wisdom Preparatory School Hours

Grade Level	Start Time	Dismissal Time	
		M, T, Th, F	Wednesday
Primary School	7:50 AM	3:20 PM	2:00 PM
Secondary Middle School	7:50 AM	3:35 PM	2:32 PM
Secondary High School	8:00 AM	3:55 PM	2:47 PM

The school had previously operated on a staggered release time for the Primary and the Secondary school. The staggering between the Secondary Middle School and the Secondary High School is being introduced to lessen the number of vehicles arriving to the campus at the same time, thereby lessening the peak queued vehicles on campus and eliminating queuing on the IH 35E SBFR.

3 2 3 3 6

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Administrative Officials

Staff assist during the morning drop-off and afternoon pick-up operations. Staff members are posted along the Primary School and the Secondary School paths to collect the motorists' family names as displayed on the vehicles' windshields. The family names are input into the *Driveline* software provided to staff with the Primary and Middle School scholars so that they are queued up and ready to load into the vehicles. The school has devised a system of 5 numbered cones in the Primary School pick-up area as shown in the photo. Staff are stationed along the curb line to assist with directing motorists and loading scholars.



On the TMP Figure, a potential staff member is illustrated at the location where the Primary School car line is exiting and the Pre-Kindergarten line (if still in operation) proceeds through. This staff may most likely only be necessary during the AM drop-off operations as the dismissal times are staggered.

Traffic officer assistance is currently provided at both school driveways at the IH 35 SBFR and at Camp Wisdom Road across from Wilcox Drive and at Cherry Point and the IH 35E SBFR. To ensure that, at no point, vehicles are queued on the IH 35E SBFR beyond the school driveway deceleration lane, the traffic officer at Cherry Point will be monitoring and releasing motorists to proceed to the school entry.

Ingress & Egress

Two driveways currently provide access to the site as illustrated in the TMP Figure. The driveway along IH 35 SBFR on the northeast side of the school primarily serves the Secondary School carline. The driveway on the southern end of the campus at Camp Wisdom Road opposite Wilcox Drive primarily serves entry and exit for the Primary School and sibling carline.

The gates at these locations are open and manned with uniformed traffic officer assistance during the AM arrival time for scholar drop-off and the afternoon dismissal time for scholar pick-up.

The school had previously opened the gates 30 minutes prior to the beginning of the school day and dismissal times for parents to enter the campus. In December 2021, the school began opening the gates 45 minutes prior to the start of the school day. To respect City of Dallas Plan Commissioner requests, the school has agreed to open the gates one hour prior to the beginning of school and dismissal times for parents to enter the campus.

At other times of the day, the gates are closed with access provided to staff with a security card or entry code. Visitors to the campus may request access via the keypads at both entry driveways.

A proposed Stop Sign is illustrated on the TMP figure at the Camp Wisdom school driveway exit.

A third point of access is located on the south side of the campus that runs parallel to Camp Wisdom Road to Brierfield Drive. This access may provide auxiliary exit access from the school campus.



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Drop-off/Pick-up Locations

As depicted in Figure 1, three scholar Drop-off/Pick-up locations are provided on the school campus. Two areas are located on the south side of the school buildings serving Pre-Kindergarten (pink area) and the Primary School scholars Kindergarten through Grade 5 (green area).

One extended zone on the north and north/east side of the campus serves the Secondary School scholars (purple area). The staggering of the arrival and dismissal times between the Secondary Middle School and the Secondary High School allows for this entire drop-off and pick-up zone to be utilized twice.

The Pre-Kindergarten pick-up area is "re-utilized" for pick-up operations for Secondary School scholar siblings of the Primary School scholars. With the staggered dismissal times between the Pre-Kindergarten and the Secondary Schools, this area is well suited for re-use.

Circulation

Circulation through the campus to the drop-off/pick-up locations follows protocol of first in, first served. Uplift Education staff and **traffic officers** assist in directing on-site traffic flow and traffic management.

Pre-Kindergarten and Primary School

Pre-Kindergarten and Primary School motorists are instructed to enter and depart the campus with right turns via westbound Camp Wisdom Road at the school driveway opposite Wilcox Drive.

After entering the school site, the motorists follow either the pink path (Pre-Kindergarten) or the green path (Kindergarten through Grade 5) to the respective drop-off/pick-up areas as illustrated in Figure 1.

The parents for Primary School scholars form two lines as shown in the following photo.



A shaded area where the two distinct car lines cross each other is indicated on the TMP figure. The Pre-Kindergarten School motorists must leave this area free (non-queued area) and yield and follow staff directions prior to crossing the Primary School motorists' vehicle path.

Sibling Pick-Up

The families with scholars in both the Primary and the Secondary Schools should not arrive to campus until the oldest scholar dismissal time. These families will utilize the school driveway from Camp Wisdom and circulate through the Primary School area. Primary scholars will be held at a designated location on campus until their Secondary sibling(s) are dismissed. Once Secondary siblings are dismissed, they will move in pods to the Primary School to find their vehicle as their Primary sibling is dismissed from their designated location.

3 2 3 3 6

22 1 6 4 2

Secondary School

The vehicles for Secondary School drop-off and pick-up operations enter the site through the north driveway from the southbound IH 35E frontage road with a right turn. A right turn deceleration lane was constructed at the beginning of the school project.

The staggered arrival and dismissal times for the Secondary Middle School and Secondary High School were specifically updated to lessen the number of vehicles arriving to the campus at the same time, to therefore reduce the peak queuing conditions.

The Secondary School carline proceeds counterclockwise around the parking lots north of the Secondary School building, as shown on the TMP figure. During pick-up of scholars, two lines of vehicles form as indicated. Motorists in the purple line proceed to the purple drop-off/pick-up area. After either dropping off or picking up the scholar(s), motorists depart the campus via a right turn onto IH 35E southbound frontage road from the school driveway.

A traffic officer is posted at the IH 35 southbound frontage road school driveway to assist with departing vehicles to the southbound frontage road. To respect City of Dallas Planning Commissioner requests, the school will no longer utilize cones to assist vehicles exiting onto the IH 35E SBFR from the campus.

An additional traffic officer will be posted at Cherry Point Drive and the IH 35E SBFR to monitor school related vehicle activity. The traffic officer will ensure cars are not stacking on IH 35E SBFR and will issue warnings to parents not abiding by the TMP. No parking on Cherry Point Drive for school purposes will be allowed. Families are not to arrive early and "wait" on Cherry Point Drive and no blocking of residential driveways is acceptable. This will continue to be communicated to families and the school will have an additional traffic officer for the first two weeks of school monitoring Cherry Point Drive.

The school currently keeps the interior gate at the Secondary School area closed to assist with traffic circulation. Pylons or cones are utilized to direct motorists' paths for entering and exiting as shown below at the school driveway at the IH 35 southbound frontage road. A Knox Box on the gate provides for emergency vehicle access and/or school buses for field trips.



Queuing

Table 2 provides the detailed calculations of the estimated maximum queuing storage for Buildout conditions with potential maximum enrollment. As previously stated, the school's targeted enrollment for the 2022 – 2023 school year is 1,518 scholars.

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Table 2. Full Buildout Queuing

Grade Level (Pick-up Area)	Maximum # of Scholars	Queue Rate Length per Scholar (ft)	Linear Feet of Queuing Storage, LF		
			Calculated	TMP Provided on Site Plan	Above Calculated
Pre-Kindergarten	80	5	400	1,045*	
K – 5	600	4	2,400	2,244*	
Total Primary	680		2,800	3,289	489
Sibling Area**	-	-	-	800**	
Secondary Middle School	504	3.2	1,613	2,600***	
Secondary High School	672	3.2	2,150	2,600***	
Total Secondary	1,176		3,763	6,000***	2,237***
Total	1,856		6,563	9,289***	2,726***

*Primary scholar parents may utilize the Pre-Kindergarten lane from Camp Wisdom if needed.

**Sibling pick-up operations will utilize the Pre-K area after Pre-K pick-up complete (3:35 PM).

***Secondary High School re-uses the Secondary Middle School area with staggered dismissal.

The “queue rates per scholar” are estimates derived from data gathered at multiple Uplift Education Charter School campuses. The table calculations are based on the full enrollment of Primary and Secondary School scholars; no reduction was made in the number of Secondary scholars who will be picked-up at the sibling area.

School zone for a school crosswalk on Camp Wisdom at Brierfield Drive begins in the westbound direction at the Uplift school driveway opposite Wilcox Drive. The School Speed Limit 20 when flashing sign (photo right) is posted for the westbound direction of travel.

The photo below is eastbound on Camp Wisdom just west of the school driveway.



The photo shows the END SCHOOL ZONE Speed Limit 40 signs posted on Camp Wisdom at the school driveway across from Wilcox Drive.



It is recommended to extend the School Zone eastward to include the frontage of the Uplift Wisdom Preparatory School campus.

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Pedestrians

After address verification of destination less than 0.5 mile from the school campus, Secondary Scholars must provide a completed pedestrian "walker" form to be allowed to walk off campus. Uplift will continue to partner with local businesses to alleviate scholars and parents from utilizing the businesses for places to drop-off and pick-up scholars.

Scholar Parking

Fewer than 20 High School scholars driving and parking on campus are anticipated. There were 10 scholars who drove and parked on campus in 2022. The scholars park in the north parking area.

Reminder Tips

Parents and/or guardians of the Uplift Education scholars should follow the protocols presented in the Traffic Management Plan for the safety of the scholars, the staff, and the traveling public and a more efficient and safer car line experience.

- Follow the directions of administration, staff, traffic officers and posted signage.
- Be respectful of local businesses and do not use their property as a drop-off or pick-up location for approved walkers.
- If you are dropping off a scholar, pull forward as directed by staff until they signal scholars to exit your vehicle.
- Scholars should be prepared to immediately exit their vehicles when directed to do so. This may be more difficult for younger scholars the first few weeks of school, so please arrive during times of less traffic to help alleviate traffic during car line.
- Keep your car line number in the window until all occupants have been loaded.
- Drive carefully and be aware of other motorists, staff members and scholars. The posted Speed Limit is 5 MPH on campus.
- Handheld cell phone usage is prohibited.
- Drivers: do not exit your vehicle unless you are in a parking space.



ABOVE ALL, BE PATIENT. Set a good example for others by following the instructions. The beginning of the school year is typically a learning experience and staff, parents, and scholars will be adjusting to the updated 2022 – 2023 school year arrival and dismissal times. If everyone fully cooperates, car line will go much more swiftly.

Uplift Wisdom Preparatory campus was established in 2017 and has shown over the last five years how the staff and administrators have adapted to work with the parents and scholars to provide safe and efficient campus operations associated with scholar drop-off and pick-up.

The Uplift Education Operations Director and administration will continue to monitor observance of vehicle circulation and queuing. The school administration is acutely aware of the Transportation Management Plan and familiar with the general characteristics of the traffic needs of the school. The illustrated TMP figure and intended operations will be provided to staff and the traffic officers who provide traffic control assistance for the school. The following administration and staff signatures are provided for Uplift Wisdom Preparatory School.

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SCHOOL OFFICIAL SIGNATURE BLOCK

Name: Yasmin Bhatia
 Title: Chief Executive Officer
 Signature: Yasmin Bhatia

SCHOOL OFFICIAL SIGNATURE BLOCK

Name: Alyssa Biasetti - (214) 453-6900 X105 abiasetti@uplifteducation.org
 Title: Operations Director

Signature: Alyssa Biasetti

SCHOOL OFFICIAL SIGNATURE BLOCK

Name: Dr. Bernadette Hall
 Title: Primary School Academic Director

Signature: Bernadette Hall

SCHOOL OFFICIAL SIGNATURE BLOCK

Name: Barry Sapp
 Title: Middle School Academic Director

Signature: Barry Sapp

SCHOOL OFFICIAL SIGNATURE BLOCK

Name: Raquel Galvan
 Title: High School Academic Director

Signature: Raquel Galvan

END

Uplift Education Engineering Associates, PLLC
 Uplift Wisdom Preparatory TMP 2022

Page 8

Z234-246(LL)

CPC RECOMMENDED AMENDED TRAFFIC MANAGEMENT PLAN

**Uplift Wisdom Preparatory Traffic Management Plan Review 2024
Dallas, Texas**

Special Use Permit - Zoning Case Number: Z234-246(LG) - ZRT



Prepared by

Elizabeth Crowe Engineering Associates, PLLC
TBPE Firm Registration No. 20105

October 2024

OVERVIEW

Uplift Wisdom Preparatory located in South Oak Cliff at 301 W Camp Wisdom in Dallas, Texas operates under Specific Use Permit (SUP) #2170. The application for the SUP renewal has been submitted and this report will accompany that application. No zoning amendment is being requested.

The school established in 2016 to serve grades Pre-Kindergarten through Grade 12 is part of the Uplift Education public charter school network. Uplift Wisdom Pre-K is housed at [Uplift Pinnacle](#) and these scholars are guaranteed seats at Uplift Wisdom for Kindergarten and beyond. The total enrollment at the Wisdom campus for the 2024-2025 school year in grades Kindergarten through Grade 12 is 1,446 scholars.

TMP Update Information requested from City of Dallas staff:

- What is the purpose of the report? **Required TMP review per SUP 2170.**
- Is it part of a proposed zoning amendment or forthcoming zoning application? **Accompanying the SUP Renewal application.**
- Is the school following the same operations as the approved TMP or proposing changes to improve operations? **Yes, they are using the same plan, with modifications at one pick up area because no Pre-Kindergarten scholars are located at this campus. Recommendations have been made to improve observed peak queuing conditions including restricting entry until 20 – 30 minutes prior to dismissal.**
- Did you observe any vehicles parking, standing, queuing, or blocking public roadways? **Yes, motorists queue along Camp Wisdom for pick-up of Primary Scholars.**
- Did you contact district engineer to discuss any current issues documented at this school? **No; there were no documented current issues associated with this school.**

General School Information

School Name: Uplift Wisdom Preparatory)

Principal/Head of School: Operations Director – Alyssa Biasetti ABiasetti@uplifteducation.org

Primary School Academic Director – Bernadette HallCuaron BHall@uplifteducation.org

Middle School Academic Director – Kari Miller KMiller@uplifteducation.org

High School Academic Director – Raquel Galvan RGalvan@uplifteducation.org

Location: 301 W. Camp Wisdom, Dallas, Texas 75232

Type: Public Charter School

Existing Zoning: SUP # 2170

Prior TMP Date: September 18, 2022

Observations

Elizabeth Crowe, P.E. performed observations in the fall of 2024 to review the existing carline operations for both the Primary and the Secondary Schools. The dates are listed in the following table.

Elizabeth Crowe Engineering Associates, PLLC

Uplift Wisdom Preparatory TMP 2024

Page 1

Wisdom Preparatory Observations Fall 2024

Date	Day of Week	Peak Observed
September 10, 2024	Tuesday	AM
October 3, 2024	Thursday	PM
October 7, 2024	Monday	PM
October 22, 2024	Tuesday	PM

Primary School:**Peak Queue:** 140 Vehicles**Available Queue:** 120 Vehicles**Surplus:** With the current operations, it is not practical to utilize the remaining on-site pavement for vehicular queuing.**Secondary School:****Peak Queue:** 80 Vehicles**Available Queue:** 104 Vehicles (2,600 linear feet /25 feet per vehicle)**Surplus:** Observations revealed a surplus of 24 vehicle queuing space for the Secondary School peak vehicular demand.

The review of the elements and observations of the TMP are further provided in accordance with the City of Dallas February 2024 guidelines.

ADJACENT ROADWAYS

W. Camp Wisdom forms the southern boundary of the campus. Camp Wisdom is classified as a Principal Arterial six lanes divided roadway on the Dallas Thoroughfare Map. W. Camp Wisdom is constructed as a six-lane divided roadway, however the bridge portion crossing over the IH 35 main lanes is only four-lane undivided. The posted speed is 40 MPH and signs for a 20 MPH school zone while flashing are posted just west of the Wisdom school driveway.

IH35 Southbound Frontage Road forms the eastern boundary of the school property. It is a one-way southbound facility approximately 33 feet in width and striped for two 12-foot lanes of travel; the remaining eight feet of pavement is available for use as a shoulder. A right turn deceleration lane is provided to approach the school driveway.

OPERATION TIMES

The Uplift Wisdom Preparatory School operates on the starting and dismissal times provided in the following table for the 2024 – 2025 school year. Staggered dismissal times have been implemented on both the Primary and the Secondary sides of the campus.

Uplift Wisdom Preparatory School Hours – 2024-2025

Grade Level	Number of Scholars	Start Time	Dismissal Time	
			M, T, Th, F	Wednesday
Primary School Grades K - 2	261	7:55 AM	3:25 PM	2:00 PM
Primary School Grades 3 - 5	334	7:55 AM	3:35 PM	2:15 PM
Secondary Middle School Grades 6 - 8	496	7:55 AM	3:40 PM	2:30 PM
Secondary High School Grades 9 - 12	355	8:00 AM	3:50 PM	2:40 PM

INGRESS AND EGRESS POINTS

Three driveways currently provide access for the site. The driveway along IH 35 SBFR on the northeast side of the school primarily serves ingress and egress for the Secondary School carline. The driveway on the southern end of the campus at Camp Wisdom Road opposite Wilcox Drive primarily serves entry and exit for the Primary School and sibling carline. A third point of access is located on the southwest side of the campus that connects to Brierfield Drive. This access provides auxiliary exit access from the school campus from the Primary and Sibling carlines.

The gates at the two entry locations are open and manned with uniformed traffic officer assistance during the AM arrival time for scholar drop-off and the afternoon dismissal time for scholar pick-up. At other times of the day, the gates are closed with access provided to staff with a security card or entry code. Visitors to the campus may request access via the keypads at both entry driveways. The gate leading to Brierfield is signed for exit only.

A pedestrian gate is provided on the east side of the school just south of the vehicle gate at the IH 35 frontage road. School staff or a traffic assistant officer is present at the pedestrian gate during morning and afternoon times of scholar drop-off and pick-up.

PRIMARY SCHOLAR DROP-OFF AND PICK-UP LOCATION and CIRCULATION

The 2024 – 2025 TMP for Wisdom Preparatory Primary School from the school website is provided as **Exhibit 1**.

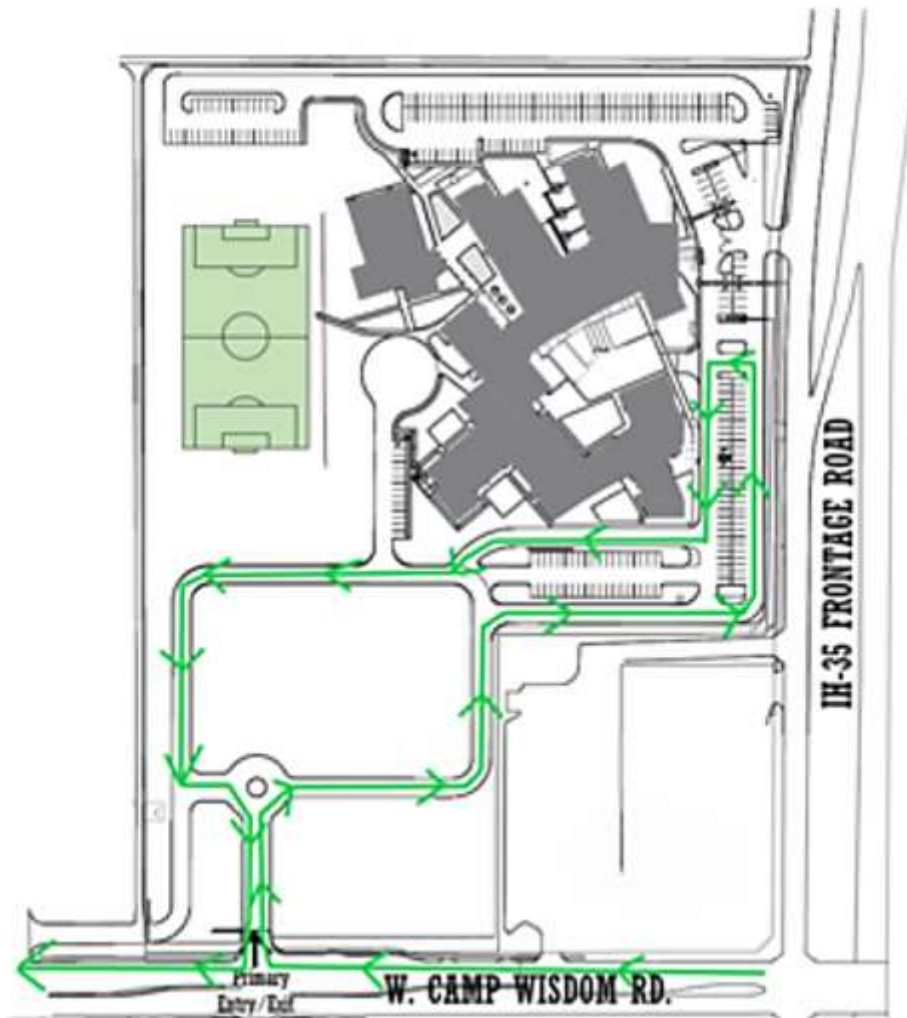


Exhibit 1 – Wisdom Preparatory Primary School TMP (School website)

Entry to the campus is from Camp Wisdom Road. The circulation for the Primary Scholars is the same for the AM and the PM operations.

In the afternoon, the school utilizes the *Driveline* system to enter the names of the Primary scholars whose parents have arrived. Once a scholar's name appears on the screens in the classrooms alerting them that their parent has arrived, staff members escort the scholars outside. Staff members are present outside as the scholars locate their parent's vehicles.

After the scholar(s) have entered the vehicles, the motorists proceed to circulate and exit to either Camp Wisdom or Brierfield.

Elizabeth Crowe Engineering Associates, PLLC

Uplift Wisdom Preparatory TMP 2024

Page 4

SECONDARY SCHOLAR DROP-OFF AND PICK-UP LOCATION and CIRCULATION

The Wisdom Secondary school TMP from the school website is illustrated in **Exhibit 2**. Vehicle entry and exit are provided at the same IH 35 southbound frontage road driveway.

The circulation for the Secondary Scholars is the same for AM and PM operations.

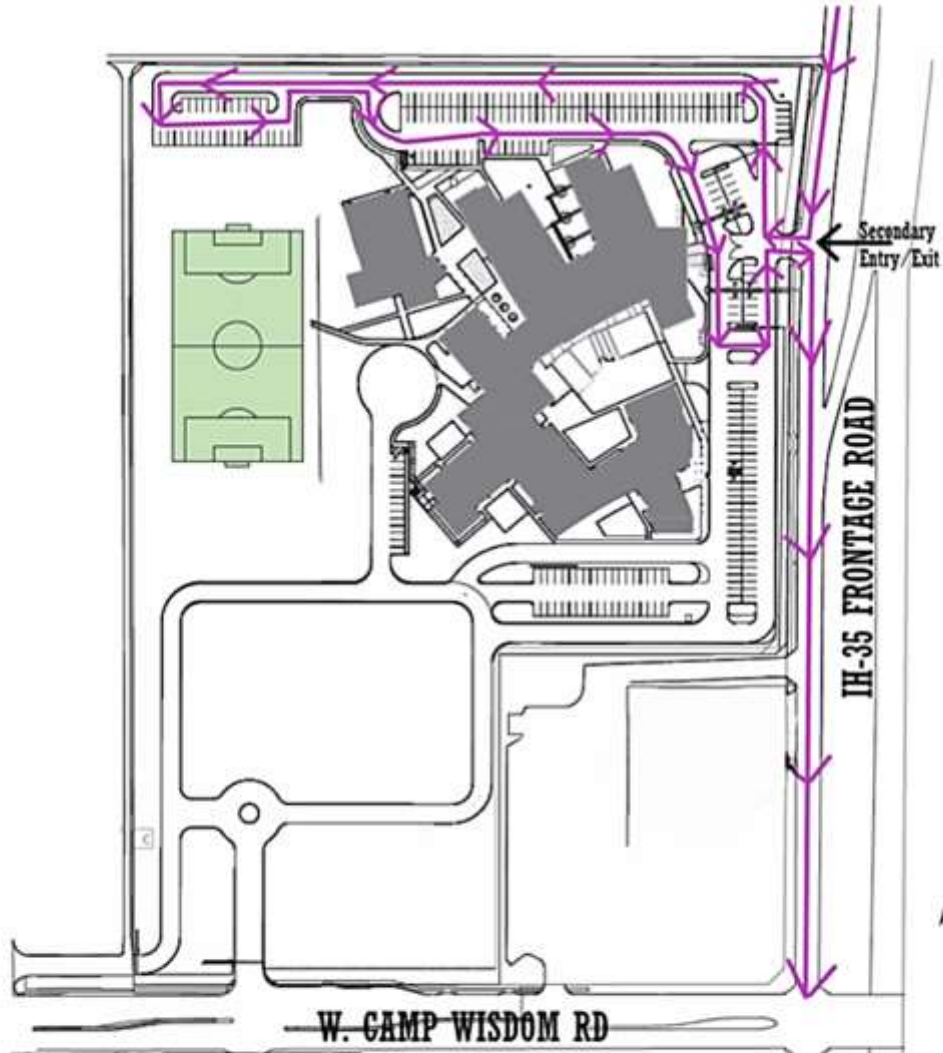


Figure 2. Secondary School Traffic Management Plan (School website)

SIBLINGS

The TMP for the Secondary Scholars with Primary School siblings incorporates sibling pick-up operations on the Primary School portion of the campus. The procedures follow the Primary School operations as shown in **Exhibit 1**.

The families with scholars in both the Primary and the Secondary Schools are instructed to wait until the oldest scholar dismissal time to arrive to campus.

Families including a child in the Primary school and a High School scholar are instructed to utilize the area behind the Primary School. This area was initially designed for Pre-Kindergarten scholar carline operations; however, those Pre-Kindergarten scholars are located at another campus.

Secondary Scholar Pedestrians

The pedestrian (Walker) information contained on the school website is provided in the **Appendix**. Secondary Scholars must submit a pedestrian "walker" form to be allowed to walk off campus. Uplift will continue to partner with local businesses to alleviate scholars and parents from utilizing the businesses for places to drop-off and pick-up scholars.

OBSERVATIONS

Campus observations were performed in fall 2024 to evaluate peak vehicular queuing and overall operations. The dates of observations are provided in the following table.

Uplift Wisdom Campus Observations		
Date	Day of Week	Peak Observed
September 10, 2024	Tuesday	AM
October 3, 2024	Thursday	PM
October 7, 2024	Monday	PM
October 22, 2024	Tuesday	PM

PRIMARY SCHOOL

Vehicles entered the campus from westbound and eastbound Camp Wisdom. Arrival for the afternoon began an hour prior to dismissal.

Observations revealed vehicle queuing outside the campus on W. Camp Wisdom.

During afternoon pick up operations, typically five to seven staff members assist with the Primary School pick-up procedures; one staff member enters the *Driveline* carline information and the other staff members assist at the pick-up area.

The traffic assistant officer posted at W. Camp Wisdom and the school driveway provided traffic control for motorists to enter and depart the campus with either a left- or a right-turn movement.

SECONDARY SCHOOL

On the Secondary School side of the campus, no queuing on the IH 35 SBFR public right-of-way was observed during any of the observations. All queued vehicles were well inside the campus with approximately space for 24 additional vehicles at the peak queuing conditions.

The length of time that queued vehicles were on campus seemed to be much shorter in duration than on the Primary School side of the campus. The parents for pick-up of Secondary scholars appeared to arrive much closer to dismissal time.

Some Secondary School scholars walked outside campus through the pedestrian gate and either walked to the north or to the south along the provided sidewalk.

SIBLINGS

Staff indicated that some families with scholars in both the Primary and the Secondary Schools would arrive to campus earlier than the oldest scholar's dismissal time. Families including a child in the Primary school and a High School scholar utilizing the area behind the Primary School were observed to have seamless pick-up operations.

Conclusions and Recommendations

The vehicle queuing on W. Camp Wisdom appeared to result because the parents were allowed to arrive an hour prior to dismissal. With this length of time, the vehicular accumulation grew beyond the Primary School campus capacity. It is recommended to:

- **Keep campus gates closed until 20 - 30 minutes prior to dismissal.** Have traffic assistants work 30 minutes to one hour before afternoon carline starts to remind and enforce to parents that arriving earlier than 20 – 30 minutes prior to release time is no longer permitted. Have the traffic assistant officers wave the parents away from the campus and away from waiting on public streets.
- **Remind the parents picking up Primary scholars with Secondary siblings to wait until the latest dismissal time to arrive to the campus.**
- **Alert Primary School parents of how critical it is for them to queue closely to the vehicle in front of them, do not leave gaps in the line and continue moving forward once the line has started moving to minimize any queuing off campus.**
- **Adopt the slightly revised Transportation Management Plan for the 2024 – 2025 school year as depicted in Figure 3.** The carline officer located at Cherry Point at the IH 35 southbound frontage road was observed to no longer be necessary with the staggered dismissal within the Secondary School. It is recommended to utilize this uniformed officer resource along Camp Wisdom.
- **Next year, incorporate a method to differentiate carline cards between the families who only have children in Primary grades Kindergarten through Second grade and those in the higher grade levels.** The carline assistance officer on Camp Wisdom will be instructed to wave motorists on who are arriving too early and deny entrance into the campus until the appropriate time for the grade level of their oldest scholar.
- **Create incentives and encourage carpooling between families to reduce the number of vehicles arriving at the campus.**

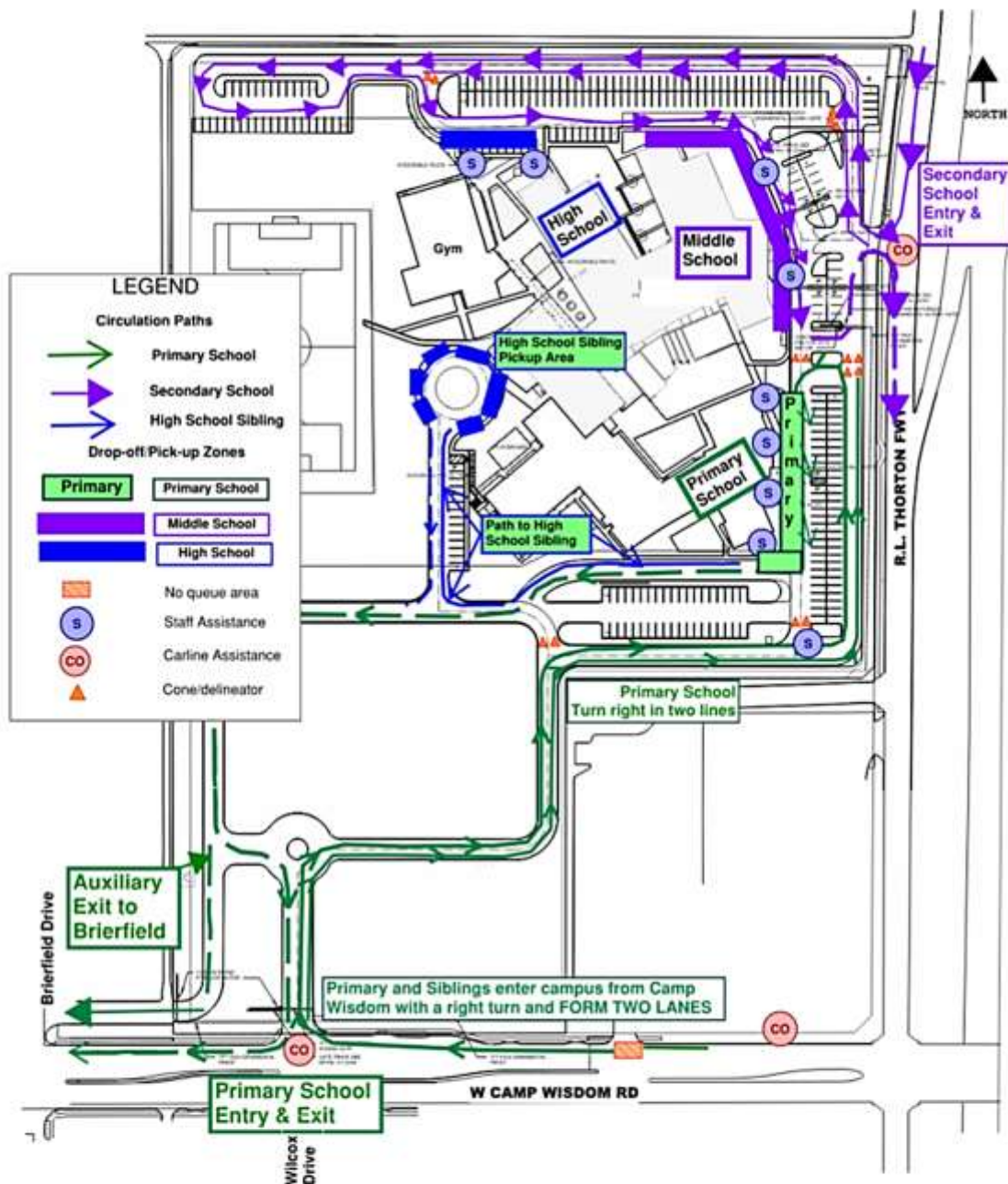


Figure 3. Wisdom Preparatory Traffic Management Plan 2024

Elizabeth Crowe Engineering Associates, PLLC

Uplift Wisdom Preparatory TMP 2024

Page 8

The following additional recommendations are provided as reminders to increase the safety and efficiency of the Primary and Secondary carline procedures at the Wisdom Preparatory Campus.

- Communicate to parents alerting them of the importance of adhering to the prescribed Transportation Plans (TMP) for the safety of their children, school staff, traffic assistants and the other motorists in the area.
- Prepare the staff and the traffic assistant officers of the elements in each plan and how to "enforce" their assigned duties.

The Uplift Education Operations Director and administration will continue to monitor observance of vehicle circulation and queuing. The school administration is acutely aware of the Transportation Management Plan and provided input in the development of recommendations. The illustrated TMP figure and intended operations are provided to staff and the traffic officers who provide traffic control assistance for the school. The following administration signature is provided for Uplift Wisdom Preparatory School.


SCHOOL OFFICIAL SIGNATURE BLOCK

Name: Alyssa Biasetti - (214) 453-6900

abiasetti@uplifteducation.org

Title: Operations Director

Signature:



END

APPENDIX

UPLIFT WISDOM PREPARATORY CARLINE INSTRUCTIONS

School Website- Fall 2024

1. **No walkers are permitted**, unless you can prove that your (6th – 12th grade) scholar lives **less than 0.5 miles from Uplift Wisdom**.
 - Everyone is required to use our car line for drop off and pick up.
 - No families are allowed to pick up or drop off outside our gates.
 - If you believe your (6th – 12th grade) scholar qualifies as a walker who lives less than 0.5 miles from campus, complete the following form and someone from the school will contact you. Only addresses used for enrollment will be considered. [CLICK HERE](#) to access the form.
2. Additional traffic officers will be at Cherry Point Dr to ensure no stacking occurs on I35 frontage or down Cherry Point Dr.
3. No left turns on Camp Wisdom when exiting the Primary car line. All cars are now required to turn right only.
4. We will be staggering our academic start and end time to allow for a staggered arrival/dismissal.
 - If you have siblings, please come at the LATEST time to pick up all your scholars at once.

We also encourage you to review our new car line video with your scholar(s) for tips and tricks on how to make car line a breeze.

- English Car Line Video: <https://youtu.be/wMpHeauWcgc>
- Spanish Car Line Video: https://youtu.be/_lPaJ5e_xbg

NEW DROP-OFF TIMES & LOCATIONS FOR UPLIFT WISDOM

Kinder- 5th grade Morning Carline

- Drop-Off Location: Primary School (enter through gates on Camp Wisdom)
- Drop-Off Time: **7:25 am**
- School starts at 7:55 am

6th – 8th grade Morning Carline

- Drop-Off Location: Secondary School (enter through gates on I35 frontage road)
- Drop-Off Time: **7:25 am**
- School starts at 7:55 am

9th – 12th grade Morning Carline

- Drop-Off Location: Secondary School (enter through gates on I35 frontage road)
- Drop-Off Time: **7:30am**
- School starts at **8:00am**

NEW PICK-UP TIMES & LOCATIONS FOR UPLIFT WISDOM

Kinder – 5th grade Afternoon Carline - enter ONLY through the Camp Wisdom entrance.

- Pick-Up Location: Primary School (enter through gates on Camp Wisdom)
- Pick-Up Time:
 - **3:25 pm** (Monday, Tuesday, Thursday, Friday)
 - **2:00pm** (Wednesday)
- If you need to pick up an older sibling, come at the OLDEST sibling's pick-up time
 - Example 1: If you have a 4th grader and 6th grader
 - Pick-Up Location: Primary front entrance (enter through Camp Wisdom)
 - Pick-Up Time: **3:40pm / 2:37pm** (Wednesday)
 - Example 2: If you have a 3rd grader and 10th grader
 - Pick-Up Location: Primary front entrance (enter through Camp Wisdom) -then- drive behind primary building for high school scholar pick-up location
 - Pick-Up Time: **4:00pm / 2:52pm** (Wednesday)

6th – 8th grade Afternoon Carline - enter ONLY through the front entrance on Hwy 35 (unless also picking up a Primary scholar).

- Pick-Up Location: Secondary School (enter through gates on I35 frontage road)
- Pick-Up Time:
 - **3:40 pm** (Monday, Tuesday, Thursday, Friday)
 - **2:30 pm** (Wednesday)
- All scholars with siblings in Kinder-5th grade, must be picked up through the primary school car line (enter through gates on Camp Wisdom)
- If you need to pick up a young or older sibling, come at the OLDEST sibling's pickup time
 - Example 1: If you have a 7th grader and 3rd grader
 - Pick-Up Location: Primary front entrance (enter through Camp Wisdom)
 - Pick-Up Time: **3:40pm / 2:30 pm** (Wednesday)
 - Example 2: If you have a 6th grader and 10th grader and 3rd grader
 - Pick-Up Location: Primary front entrance (enter through Camp Wisdom) -then- drive behind primary building for high school scholar pick-up location
 - Pick-Up Time: **4:00 pm / 2:52pm** (Wednesday)
 - Example 3: If you have a 8th grader and 10th grader
 - Pick-Up Location: Secondary front entrance (enter through I35 frontage road)
 - Pick-Up Time: **3:55pm**

9th – 12th grade Afternoon Carline - enter ONLY through the front entrance on Hwy 35 (unless also picking up a Primary scholar).

- Pick-Up Location: Secondary School (enter through gates on I35 frontage road)
- Pick-Up Time:
 - **3:50 pm** (Monday, Tuesday, Thursday, Friday)
 - **2:40 pm** (Wednesday)

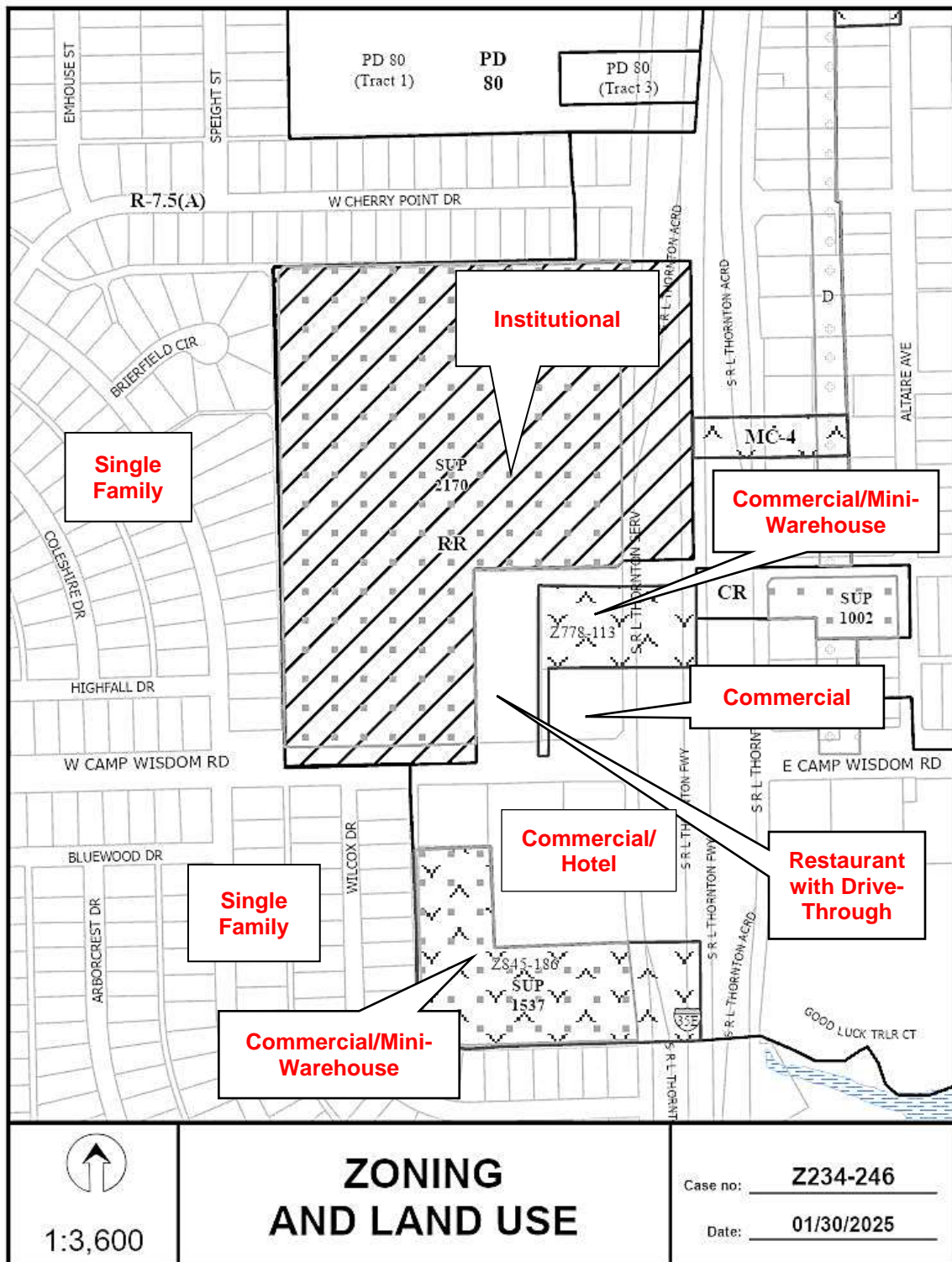
Note: Uplift Wisdom has been alerted that some of the stated Secondary School release times need to be updated to reflect 2024 – 2025 operations.

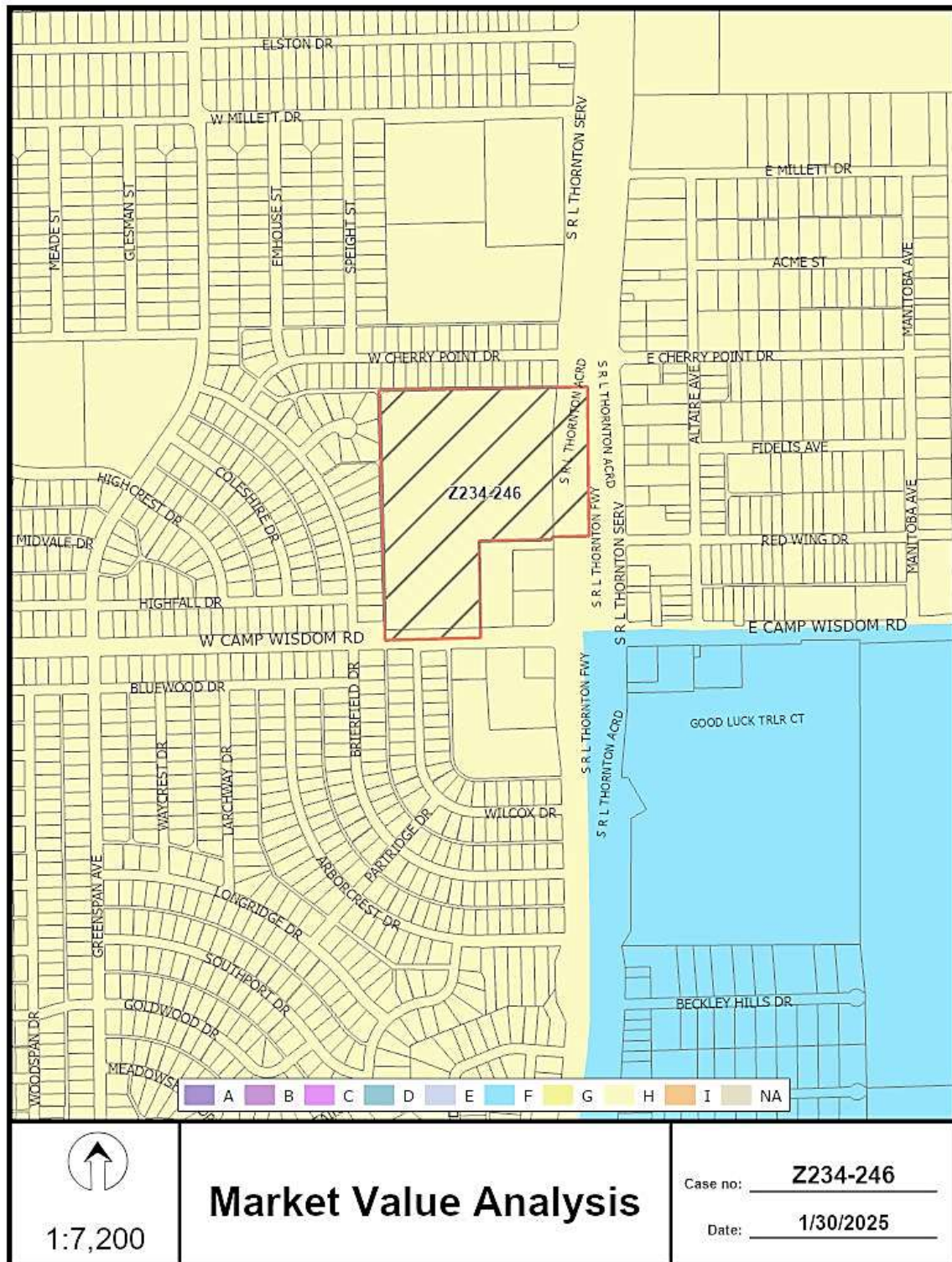
- If you need to pick up a young sibling, come at the OLDEST (High School) sibling's pickup time
- All scholars with siblings in Kinder-5th grade, must be picked up through the primary school car line (enter through gates on Camp Wisdom)
 - Example 1: If you have a 9th grader and 3rd grader
 - Pick-Up Location: Primary front entrance (enter through Camp Wisdom) -then- drive behind primary building for high school scholar pick-up location
 - Pick-Up Time: **4:00pm / 2:52pm** (Wednesday)
 - Example 2: If you have an 11th grader and 8th grader
 - Pick-Up Location: Secondary front entrance (enter through I35 frontage road)
 - Pick-Up Time: **3:55pm**

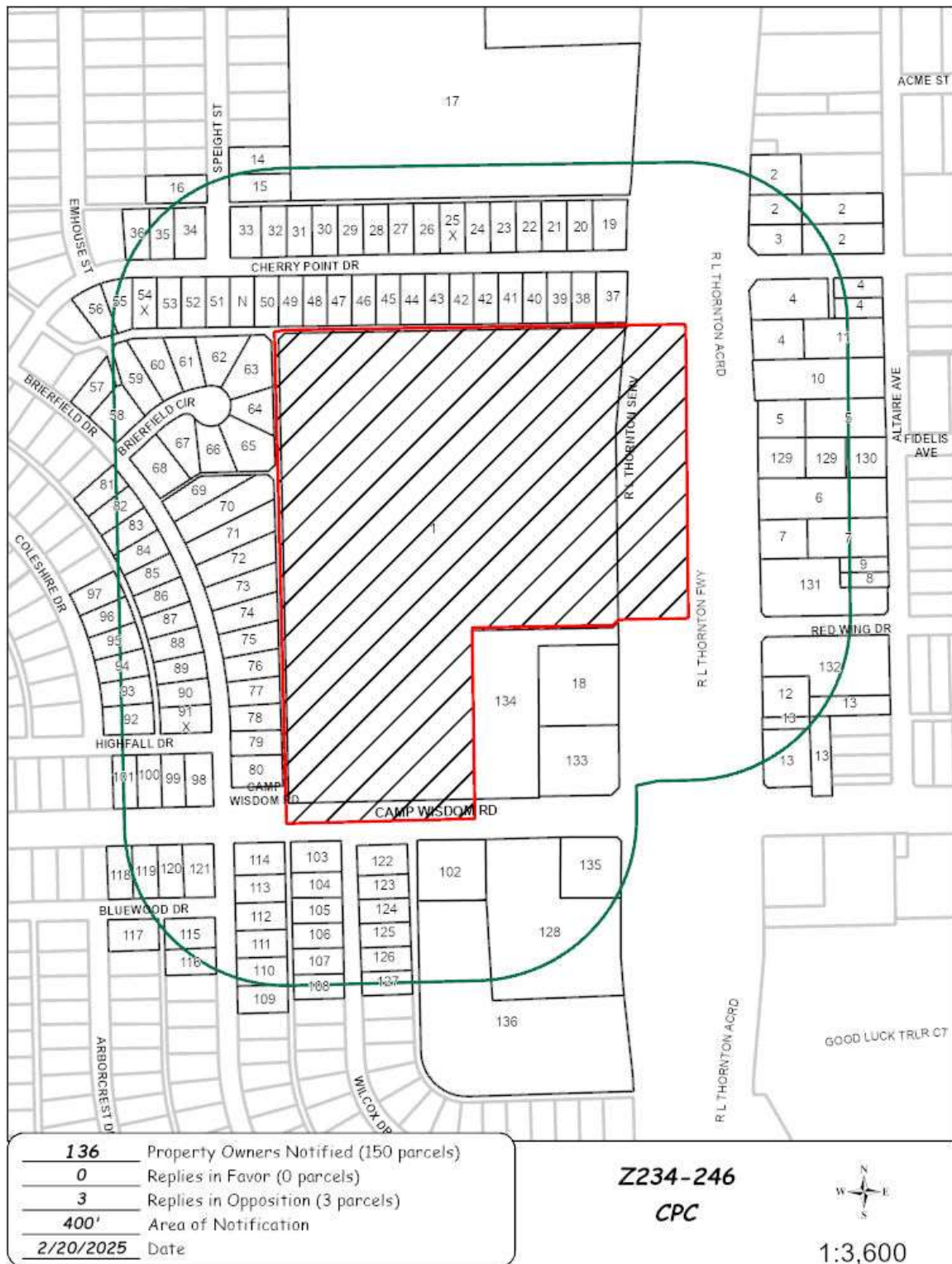
Note: Uplift Wisdom has been alerted that some of the stated Secondary School release times need to be updated to reflect 2024 – 2025 operations.











01/30/2025

Notification List of Property Owners***Z234-246******136 Property Owners Notified***

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	301	W CAMP WISDOM RD UPLIFT EDUCATION
2	6718	S R L THORNTON FWY TRUE VINE OF HOLINESS MISSIONARY
3	6734	S R L THORNTON FWY TRUE VINE OF HOLINESS MISSIONARY BAPTIST
4	6802	S R L THORNTON FWY MAGEE A INV INC
5	6830	S R L THORNTON FWY VELASQUEZ TOBIAS &
6	6910	S R L THORNTON FWY TOLOCKO MARK
7	6918	S R L THORNTON FWY JORDAN WILLIE L
8	6929	ALTAIRE AVE DAVIS FAMILY LIVING TRUST
9	6925	ALTAIRE AVE GUTIERREZ ELISA MARIE &
10	6823	ALTAIRE AVE VELASQUEZ TOBIAS &
11	6815	ALTAIRE AVE VELASQUEZ TOBIAS ETUX
12	7010	S R L THORNTON FWY HOWARD MARSHALL & GRACEY
13	7014	S R L THORNTON FWY EOR INVESTMENTS LLC
14	6632	SPEIGHT ST LONGORIA ROBERTO &
15	6636	SPEIGHT ST MORIN SAN JUANA DIAZ
16	6637	SPEIGHT ST GORDON CLAY
17	6601	S R L THORNTON FWY INSPIRING BODY OF CHRIST
18	7015	S R L THORNTON FWY AMERCO REAL ESTATE CO
19	105	W CHERRY POINT DR CALDWELL VICKI
20	109	W CHERRY POINT DR RAMOS ALEX TOLY &
21	115	W CHERRY POINT DR PEREZ MARGARITA
22	119	W CHERRY POINT DR GONZALEZ RONALDO RAMIREZ
23	125	W CHERRY POINT DR REI NATION LLC
24	129	W CHERRY POINT DR SOLIS TIBURCIO CAMPOS
25	135	W CHERRY POINT DR RAMIREZ LETICIA
26	139	W CHERRY POINT DR GREIVING RYAN & MARISOL

01/30/2025

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	205 W CHERRY POINT DR	GARCIATORRES MARIA DEL CARMEN
28	209 W CHERRY POINT DR	WOODS LORENE EST OF
29	215 W CHERRY POINT DR	CORTEZ ARMANDO
30	219 W CHERRY POINT DR	JONES AMOS D
31	223 W CHERRY POINT DR	MENDEZ JOSE D
32	227 W CHERRY POINT DR	HOLLINS DANIEL SR & ANNE P
33	235 W CHERRY POINT DR	FINN LARRY LEROY SR
34	305 W CHERRY POINT DR	FRIAS REYNA MOJICA &
35	311 W CHERRY POINT DR	PAULIN SALVADOR & MA JEROMNIMA
36	317 W CHERRY POINT DR	Taxpayer at
37	106 W CHERRY POINT DR	BRIONES GREGORIO T
38	110 W CHERRY POINT DR	DUARTE TERESO
39	116 W CHERRY POINT DR	WORTHAM MISHA L &
40	120 W CHERRY POINT DR	SKINNER LOUISE
41	126 W CHERRY POINT DR	HOUSTON VERNON LLC
42	130 W CHERRY POINT DR	JEHOVAH JIREH STEWARDSHIP LLC
43	140 W CHERRY POINT DR	COLEMAN MICHAL DEWYAN
44	204 W CHERRY POINT DR	PALACIOS LAURA
45	208 W CHERRY POINT DR	ANDRADE JUAN F
46	214 W CHERRY POINT DR	KING JOE LEE
47	218 W CHERRY POINT DR	COLEMAN JAMES
48	224 W CHERRY POINT DR	GREEN MARIE R
49	228 W CHERRY POINT DR	DIADEM HEARTS INC
50	234 W CHERRY POINT DR	FLORES MARCO ANTONIO PINEDA &
51	244 W CHERRY POINT DR	COLEMAN ROMMIE
52	304 W CHERRY POINT DR	GUILLEN ANTONIO &
53	310 W CHERRY POINT DR	MARTINEZ MARIA L & NICANOR HERNANDEZ
54	316 W CHERRY POINT DR	MARTIN SHERLYN
55	320 W CHERRY POINT DR	PRICE NOMOREE
56	326 W CHERRY POINT DR	WILSON JERRY D
57	6816 BRIERFIELD DR	QUINONEZ CHRISTINE

01/30/2025

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
58	6822 BRIERFIELD DR	Taxpayer at
59	6828 BRIERFIELD CIR	CHAVEZ CARMELA
60	6832 BRIERFIELD CIR	BANKS JAMES & THELMA
61	6836 BRIERFIELD CIR	EUSEBIO NOEMY M &
62	6840 BRIERFIELD CIR	JJB III INVESTMENTS INC
63	6844 BRIERFIELD CIR	Taxpayer at
64	6848 BRIERFIELD CIR	LONDON RODERICK L MAR
65	6852 BRIERFIELD CIR	PEREZ MIGUEL EST OF
66	6856 BRIERFIELD CIR	Taxpayer at
67	6860 BRIERFIELD CIR	PAULIN ADRIAN
68	6864 BRIERFIELD CIR	UNIVERSAL LESSONS LLC
69	6914 BRIERFIELD DR	DUARTE MARTIN &
70	6920 BRIERFIELD DR	PINA MARCO A RODRIGUEZ &
71	6924 BRIERFIELD DR	SANTOYO JULIO
72	6930 BRIERFIELD DR	CARRAZCO CASTO CAMPOS
73	6934 BRIERFIELD DR	AVILLA ROBERTO JR
74	6940 BRIERFIELD DR	AVILA MELISSA RANGEL
75	7004 BRIERFIELD DR	KING LEWILBURNE M
76	7010 BRIERFIELD DR	FORDWILSON PIERRETTE
77	7014 BRIERFIELD DR	Taxpayer at
78	7020 BRIERFIELD DR	BROWN AUDREY SMITH
79	7024 BRIERFIELD DR	HERRERA GAUDENCIO BARRIOS
80	7030 BRIERFIELD DR	ANDREWS RUBY EST
81	6903 BRIERFIELD DR	CONTRERAS KENNEDY A
82	6909 BRIERFIELD DR	DANIELS H PAUL
83	6915 BRIERFIELD DR	BUSBY WANDA
84	6919 BRIERFIELD DR	LOPEZ DARLENE
85	6923 BRIERFIELD DR	ORTEGA LEOPOLDO & MARIA LOURDES
86	6929 BRIERFIELD DR	ESCUADRA JAVIER T.
87	6933 BRIERFIELD DR	RAMIREZ JOEL R &
88	7005 BRIERFIELD DR	SANTACRUZ ALVARO BAUTISTA &

01/30/2025

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
89	7011 BRIERFIELD DR	AGUILAR DANIEL &
90	7015 BRIERFIELD DR	RS RENTAL I LLC
91	7019 BRIERFIELD DR	BATTS SHARON
92	7028 COLESHIRE DR	CASAS PARA RENTAR LLC
93	7022 COLESHIRE DR	POSADA FRANCISCO J &
94	7018 COLESHIRE DR	ALLISON LIVING TRUST
95	7012 COLESHIRE DR	Taxpayer at
96	7008 COLESHIRE DR	YOUNG ROBERT
97	7002 COLESHIRE DR	MITCHELL LOUIS H &
98	406 HIGHFALL DR	HILL DURRAND
99	410 HIGHFALL DR	SANTMYER JAMES WARREN &
100	416 HIGHFALL DR	BROWN ERIC D &
101	420 HIGHFALL DR	ALLEN DOROTHY
102	110 W CAMP WISDOM RD	B & A CAMP WISDOM GROUP LLC
103	7105 WILCOX DR	WRIGHT LINDA JEAN
104	7111 WILCOX DR	Taxpayer at
105	7115 WILCOX DR	GARCIA DONATO & ANTONIA H
106	7121 WILCOX DR	JOHNSON ROYDELL
107	7125 WILCOX DR	FIELDS ALISA
108	7131 WILCOX DR	GONZALEZ ROBERTO
109	7130 BRIERFIELD DR	ESPINOZA MARCELVI E
110	7126 BRIERFIELD DR	MCCLENDON BERTHA L
111	7120 BRIERFIELD DR	SCARBER FRED & MAE LAND
112	7116 BRIERFIELD DR	AO PROPCO 1 LLC
113	7110 BRIERFIELD DR	FERNANDEZ MIRIAM
114	7106 BRIERFIELD DR	VILLAREAL RENE
115	7119 BRIERFIELD DR	GARDNER WILLIAM & LUCY
116	7125 BRIERFIELD DR	FONTENOT ROOSEVELT JR &
117	7104 ARBORCREST DR	HILL TERESA A
118	421 BLUEWOOD DR	THRIVE INVESTMENT GROUP LLC
119	417 BLUEWOOD DR	VALIENTE DANIELA

01/30/2025

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
120	411 BLUEWOOD DR	BARTOLO LIMBERTH RUEDA
121	405 BLUEWOOD DR	ESPINOZA ROBERT AARON
122	7104 WILCOX DR	Taxpayer at
123	7110 WILCOX DR	PALMER GLADYS M
124	7114 WILCOX DR	MCGEE STEVEN B
125	7120 WILCOX DR	TIMOTHY PROPERTIES LLC
126	7124 WILCOX DR	MCGEE STEVEN B
127	7130 WILCOX DR	CONNER WILLIAM C
128	220 W CAMP WISDOM RD	GOKUL GROUP CORPORATION
129	6906 S R L THORNTON FWY	VELASQUEZ TOBIAS & ABELINA
130	6907 ALTAIRE AVE	VELASQUEZ TOBIAS & ABELINA
131	6928 S R L THORNTON FWY	DAVIS WM B & CONSTANCE TR
132	7006 S R L THORNTON FWY	RAM LAXMAN INC
133	7027 S R L THORNTON FWY	GHALA PETROLEUM INC
134	125 W CAMP WISDOM RD	MCDONALDS CORP 042 0425
135	7107 S R L THORNTON FWY	RL THORNTON FUEL CNT LP
136	7227 S R L THORNTON FWY	SS RL THORNTON LLC



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1052A

Item #: Z4.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 8
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to and a renewal of Specific Use Permit No. 2115 for an office showroom/warehouse on property zoned Subdistrict 2 within Planned Development No. 535, the C. F. Hawn Special Purpose District No. 3, on the north line of Rylie Crest Drive, east of South St. Augustine Drive
Recommendation of Staff: Approval for a five-year period, subject to amended conditions
Recommendation of CPC: Approval for a five-year period, subject to amended conditions
Z234-349(CR)

FILE NUMBER: Z234-349(CR) **DATE FILED:** September 18, 2024
LOCATION: North line of Rylie Crest Drive, east of South St. Augustine Drive
COUNCIL DISTRICT: 8
SIZE OF REQUEST: ± 35,719 sq. ft. **CENSUS TRACT:** 48113011702

REPRESENTATIVE: Andrew Ruegg, MASTERPLAN

OWNER/APPLICANT: Home Lighting & Automation LC

REQUEST: An application for the amendment and renewal of Specific Use Permit No. 2115 for an office showroom/warehouse on property zoned Subdistrict 2 within Planned Development No. 535, the C. F. Hawn Special Purpose District No. 3.

SUMMARY: The purpose of the request is to allow for the continued use of an office showroom/warehouse on the site.

CPC RECOMMENDATION: Approval for a five-year period, subject to amended conditions.

STAFF RECOMMENDATION: Approval for a five-year period, subject to amended conditions.

BACKGROUND INFORMATION:

- The approximately 0.82-acre area of request is developed with a 12,380-square-foot office showroom/warehouse, with 600 square feet dedicated to office uses and 11,780 square feet dedicated to showroom/warehouse uses.
- On November 12, 2014, the City Council approved Specific Use Permit No. 2115 with an initial timeframe of 5 years, with eligibility for automatic renewal for additional 5-year periods. Following the initial renewal in 2019, the applicant is now seeking renewal and an increase in automatic renewal periods from 5- to 10-year periods.
- The proposed request is to continue the operation for an office showroom/warehouse on the property.
- Surrounding uses include miscellaneous light industrial and vehicle/outside storage uses, with a single family neighborhood to the south across Rylie Crest Drive. The subject property is access controlled from Rylie Crest Drive via a wrought iron gate.
- No changes are proposed to the existing site plan.

Zoning History:

There have been no zoning cases in the area in the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing/Proposed ROW
Rylie Crest Road	Local	50 feet

Traffic:

The Transportation Development Services Division of the Transportation Department has reviewed the request and determined that it will not significantly impact the surrounding roadway system. Staff will continue review of engineering plans at permitting to comply with city standards.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas!* Comprehensive Plan was adopted by the City Council in June 2006. The *forwardDallas!* Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The request complies with the following land use goals and policies of the Comprehensive Plan:

ECONOMIC ELEMENT

GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

Policy 2.1.4 Support efforts to expand targeted business and industry development within the Southern Sector.

Land Use:

	Zoning	Land Use
Site	Subdistrict 2 within Planned Development No. 535, the C. F. Hawn Special Purpose District No. 3	Office showroom/warehouse
North	Subdistrict 2 within Planned Development No. 535, the C. F. Hawn Special Purpose District No. 3	Miscellaneous light industrial uses
East	Subdistrict 2 within Planned Development No. 535, the C. F. Hawn Special Purpose District No. 3	Vehicle/outside storage
South	R-7.5(A)	Single family
West	Subdistrict 2 within Planned Development No. 535, the C. F. Hawn Special Purpose District No. 3	Vehicle/outside storage

Land Use Compatibility:

The approximately 0.82-acre area of request is developed with a 12,380-square-foot office showroom/warehouse, with 600 square feet dedicated to office uses and 11,780 square feet dedicated to showroom/warehouse uses. The proposed request is to continue the operation for an office showroom/warehouse on the property. No changes are proposed to the site plan.

Surrounding uses include miscellaneous light industrial and vehicle/outside storage uses, with a single family neighborhood to the south across Rylie Crest Drive. The subject property is access controlled from Rylie Crest Drive via a wrought iron gate.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The applicant's request, subject to the attached conditions, is consistent with the intent of the Dallas Development Code.

Landscaping:

Landscaping must be provided in accordance with Article X of the Dallas Development Code, as amended.

Parking:

Per Section 51A-4.200 of the Dallas Development Code, the off-street parking requirements for an office showroom/warehouse use is provided below:

- Office: One space per 333 square feet of floor area.
- Showroom/warehouse: One space per 1,000 square feet of floor area for the first 20,000 square feet. One space per 4,000 square feet of floor area in excess of 20,000 square feet.

The approximately 0.82-acre area of request is developed with a 12,380-square-foot office showroom/warehouse, with 600 square feet dedicated to office uses and 11,780

square feet dedicated to showroom/warehouse uses. Therefore, 14 off-street parking spaces are required, as shown on the proposed site plan.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets (A through C) to orange, representing the weakest markets (G through I). The area of request is currently in an “H” MVA area.

LIST OF OFFICERS

Home Lighting & Automation LC
Don Hearold, Managing Member
Carla Hearold, Member

CPC ACTION
February 20, 2025

Motion: It was moved to recommend **approval** of an amendment and renewal of Specific Use Permit No. 2115 for an office showroom/warehouse for a five-year period, subject to amended conditions, on property zoned Subdistrict 2 within Planned Development No. 535, the C. F. Hawn Special Purpose District No. 3, on the north line of Rylie Crest Drive, east of South St. Augustine Drive.

Maker: Franklin
Second: Chernock
Result: Carried: 13 to 1

For: 13 - Chernock, Herbert*, Forsyth, Shidid,
Carpenter, Franklin, Sleeper, Housewright,
Nightengale, Haqq, Hall, Kingston, Rubin

Against: 1 - Wheeler-Reagan
Absent: 1 - Hampton
Vacancy: 0

*out of room, shown voting in favor

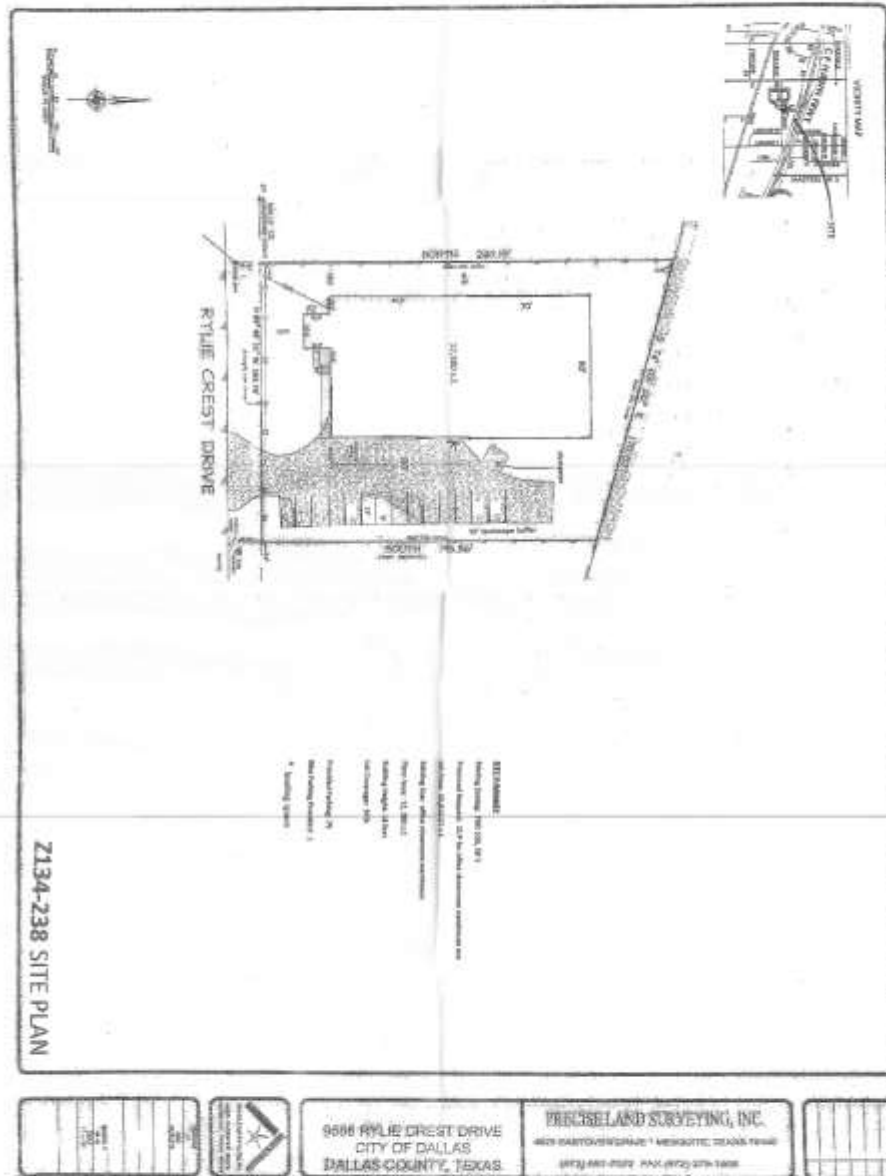
Notices:	Area: 200	Mailed: 16
Replies:	For: 0	Against: 0

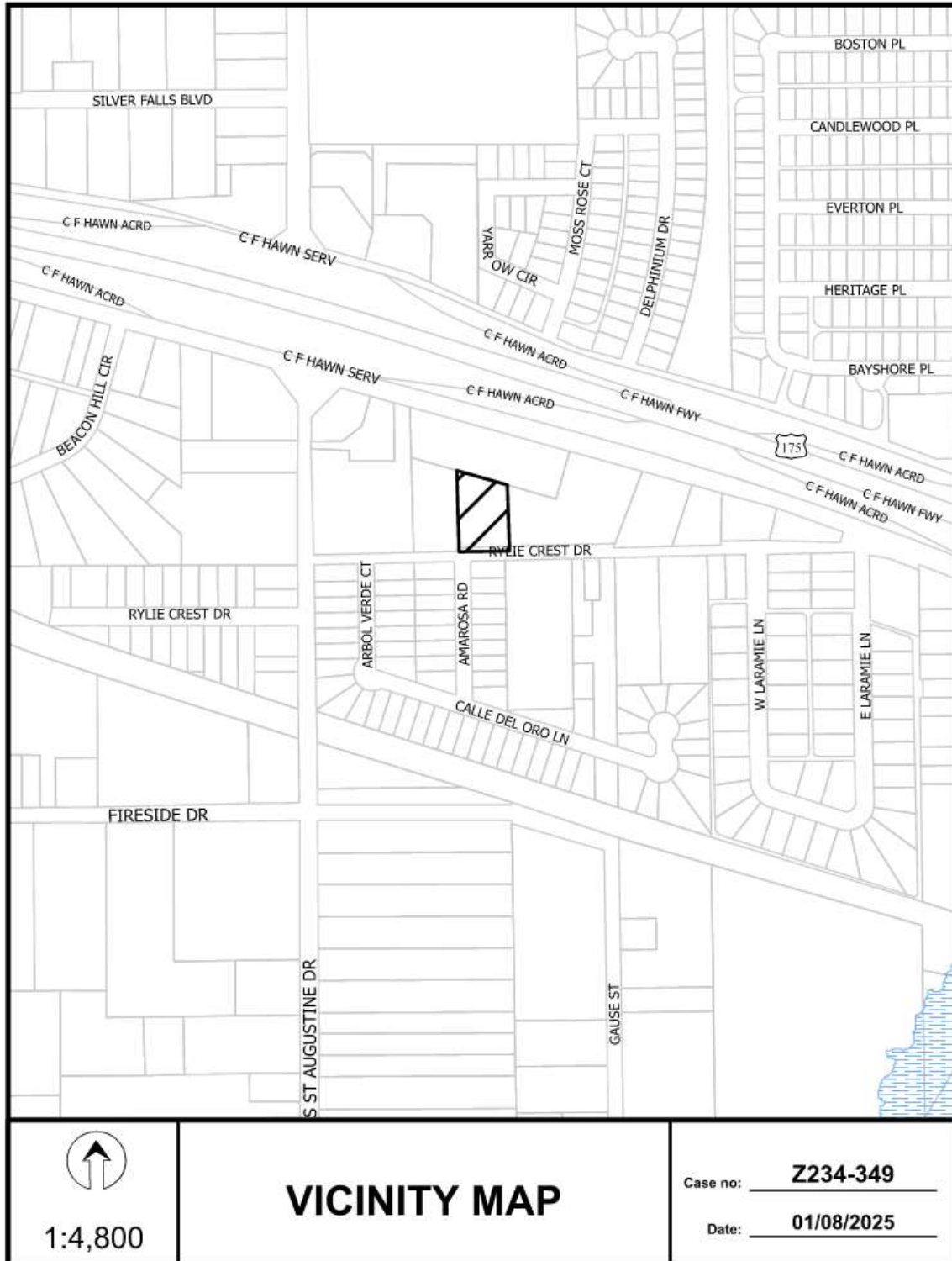
Speakers: For: Andrew Ruegg, 2201 Main St., Dallas, TX, 75201
Against: None

CPC RECOMMENDED CONDITIONS

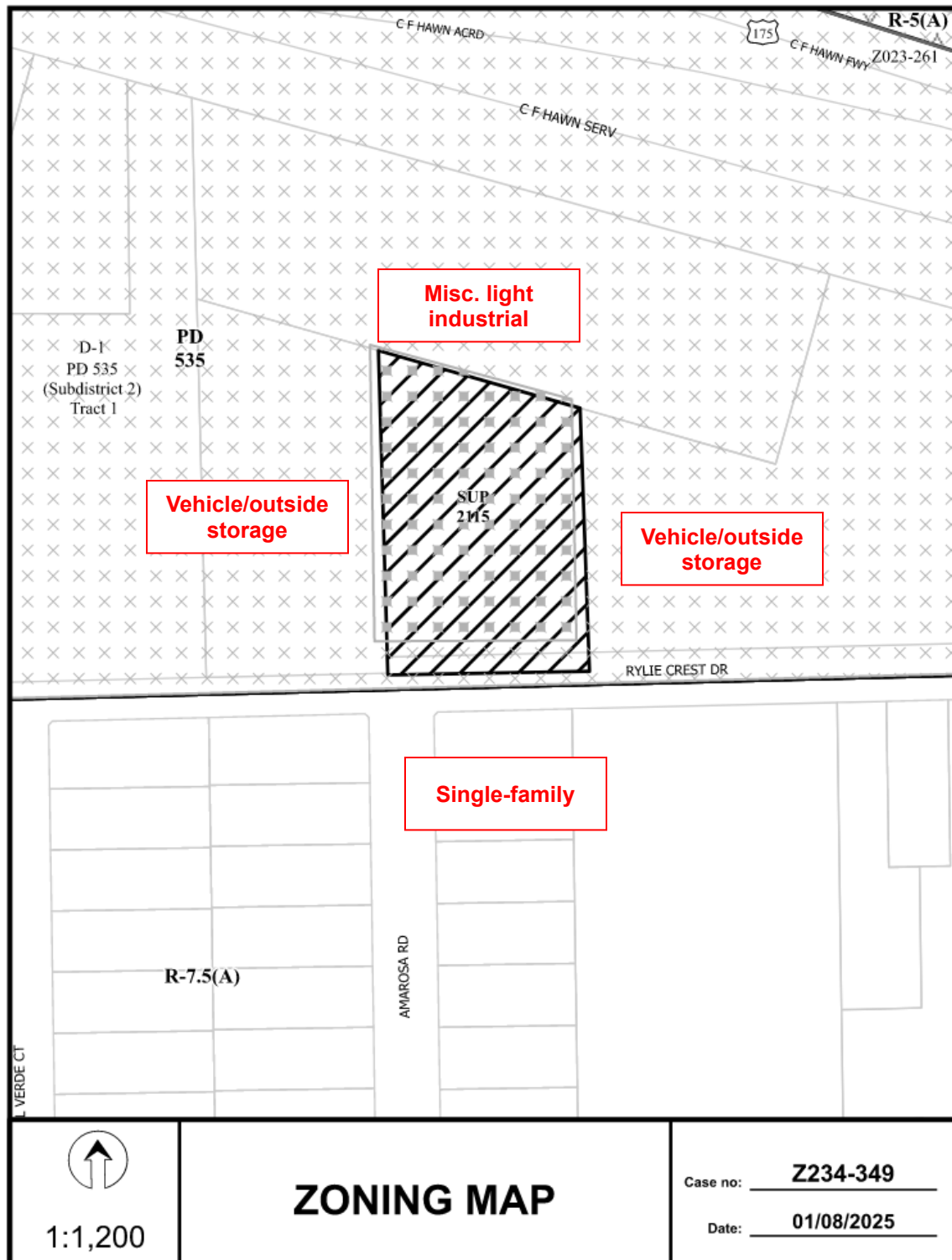
1. USE: The only use authorized by this specific use permit is an office showroom/warehouse.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (5 years from the passage of this ordinance)November 12, 2024.
4. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
5. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas

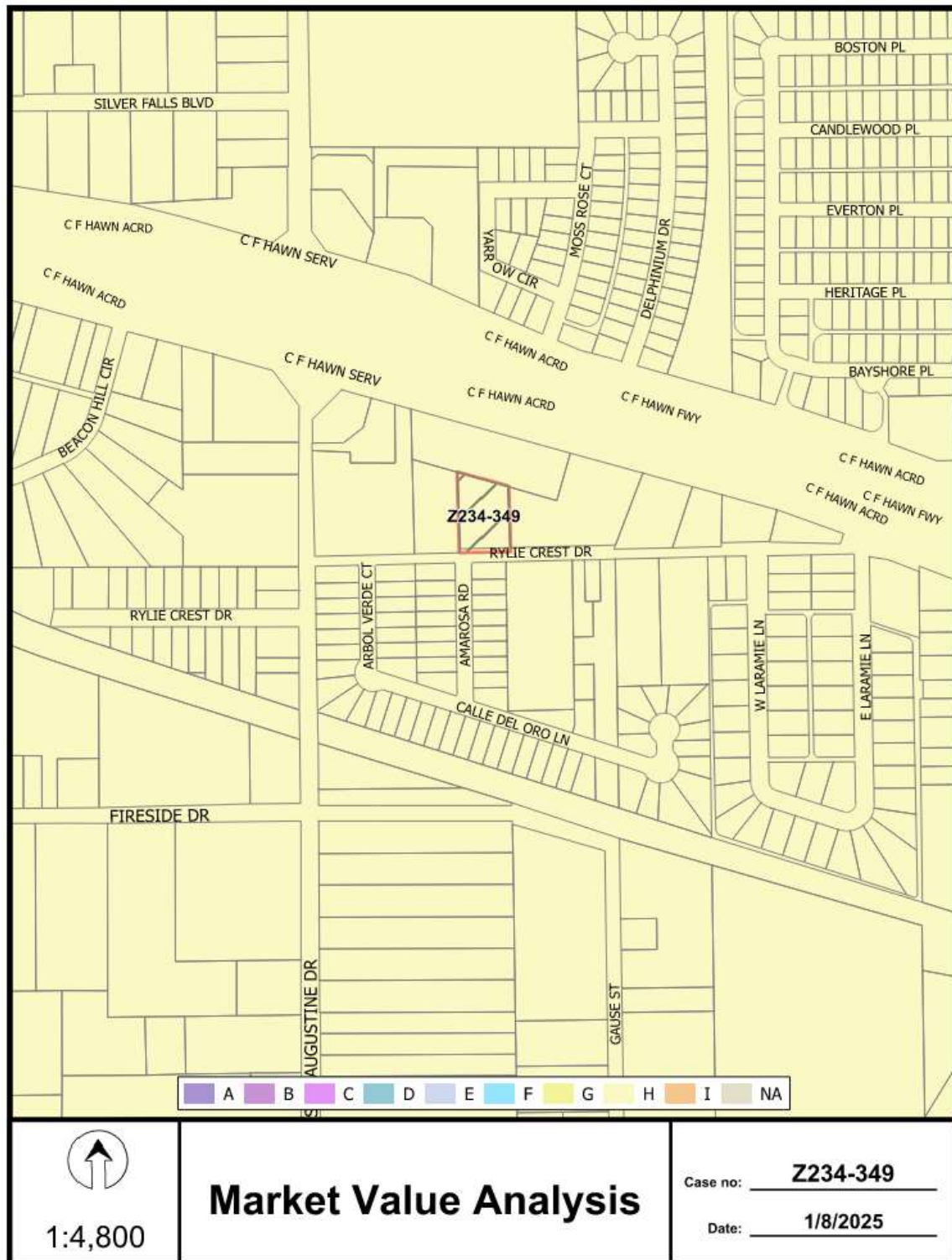
CPC RECOMMENDED SITE PLAN (NO CHANGES)

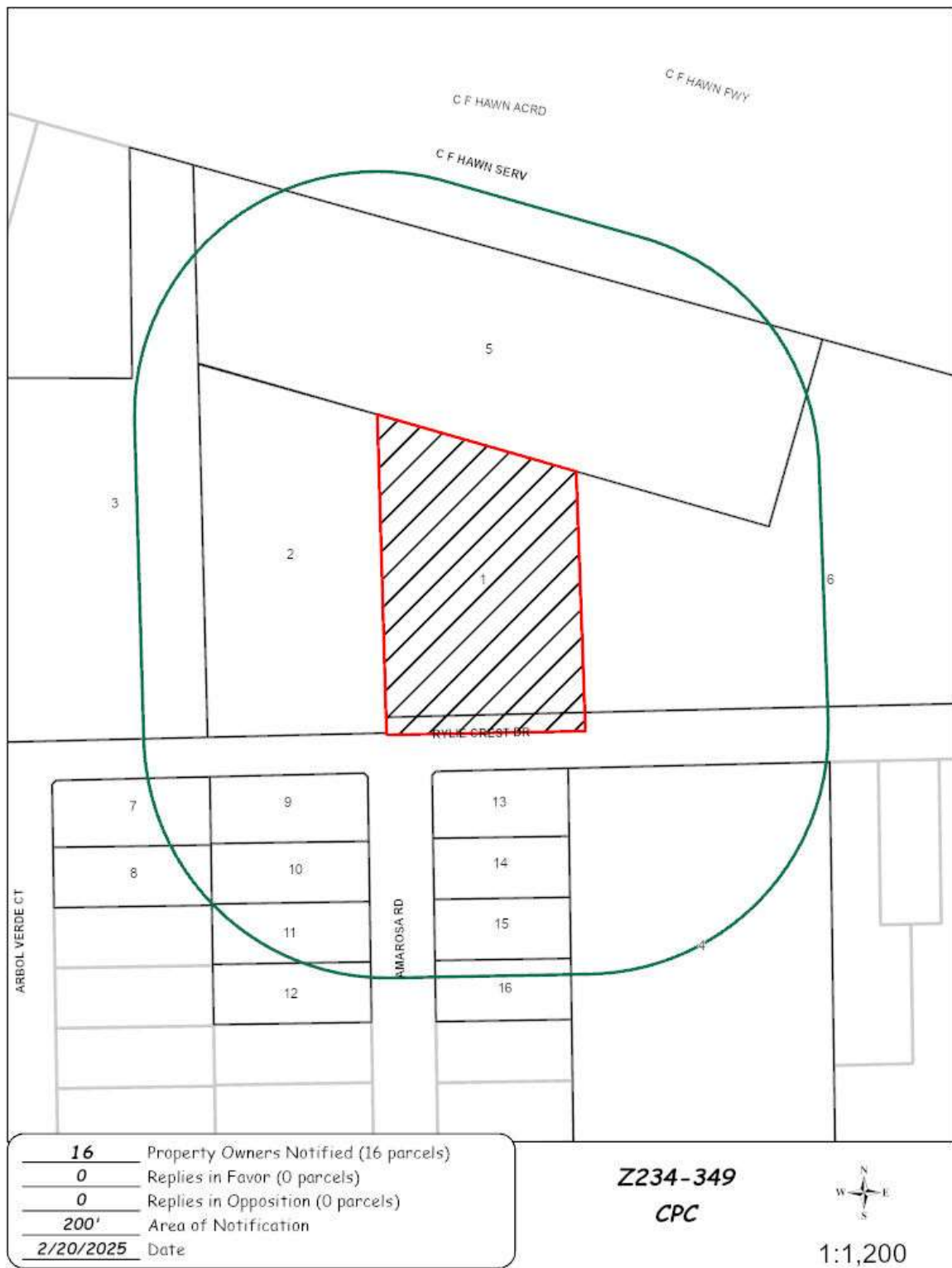












02/19/2025

Reply List of Property Owners***Z234-349******16 Property Owners Notified 0 Property Owners in Favor 0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	9686	RYLIE CREST DR	HOME LIGHTING & AUTOMATION LC
2	9709	C F HAWN FWY	MENDOZA JUAN C
3	9625	C F HAWN FWY	RHINO CARS CO INC
4	9708	RYLIE CREST DR	RODRIGUEZ SANTIAGO
5	9709	C F HAWN FWY	KODIAK BRANDS INC
6	9779	C F HAWN FWY	KEY JACK
7	804	ARBOL VERDE CT	HERNANDEZ AMELIA DIAZ
8	808	ARBOL VERDE CT	MELLENDEZ MARIO J
9	829	AMAROSA RD	SAENZ MARIA S &
10	825	AMAROSA RD	MARES GONZALO RANGEL
11	821	AMAROSA RD	SEGOVIA HECTOR
12	817	AMAROSA RD	GUTIERREZ ALEJANDRA
13	802	AMAROSA RD	MENDEZ MARIA DEL ROSARIO
14	806	AMAROSA RD	RYAN TIMOTHY I LIVING TRUST
15	810	AMAROSA RD	VASQUEZ JESUS
16	814	AMAROSA RD	WINBUSH SAPERINA



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1053A

Item #: Z5.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 12
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private recreation center, club, or area on property in an NS(A) Neighborhood Service District, on the west line of Marsh Lane, south of Monet Place
Recommendation of Staff: Approval for a four-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Recommendation of CPC: Approval for a four-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Z245-109(SM)

FILE NUMBER: Z245-109(SM) **DATE FILED:** October 30, 2024

LOCATION: West line of Marsh Lane, south of Monet Place

COUNCIL DISTRICT: 12

SIZE OF REQUEST: 0.964 acres **CENSUS TRACT:** 48121021616

REPRESENTATIVE: Lindsay Mayer, Dynamic Engineering Consultants, PC

OWNER: Carrolton PKB, LLC

APPLICANT: Jinting Chen

REQUEST: An application for a Specific Use Permit for a private recreation center, club, or area on property located in an NS(A) Neighborhood Service District

SUMMARY: The applicant proposes to develop the property with an indoor pickleball facility.

CPC RECOMMENDATION: **Approval** for a four-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

STAFF RECOMMENDATION: **Approval** for a four-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions.

BACKGROUND INFORMATION:

- The area of request is currently undeveloped.
- The lot has approximately 137 feet of frontage on Marsh Lane.
- The applicant proposes to develop this property with an indoor pickleball facility featuring seven pickleball courts and 36 surface-level off-street parking spaces, with one driveway entrance located on Marsh Lane.
- To accomplish this, the applicant requests a Specific Use Permit for a private recreation center, club, or area, which is required for this use in the NS(A) Neighborhood Service District.
- On February 6, 2025, the City Plan Commission moved to hold this item under advisement until February 20, 2025.
- On February 20, 2025, the City Plan Commission recommended approval of the application with a revised time period and additional conditions, as noted on page seven of this report.

Zoning History:

The area has not had any zoning cases within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing/Proposed ROW
Marsh Lane	Principal Arterial	100 feet

Traffic:

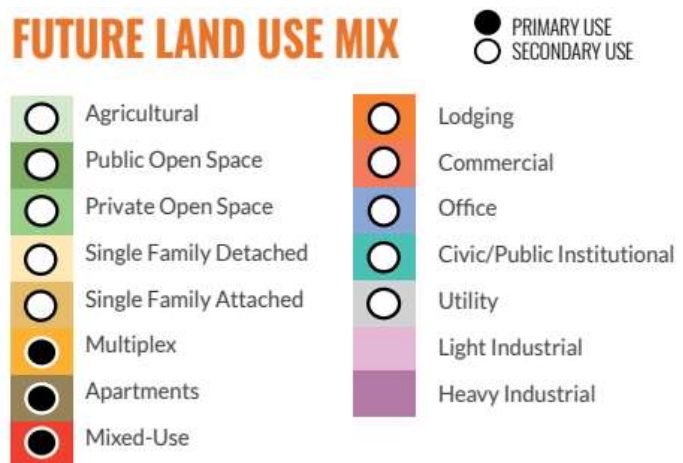
The Engineering Division of Planning & Development Department has no objections to the proposed specific use permit, with the understanding that the proposed development will be required to prepare a comprehensive engineering evaluation prior to permitting. Engineering staff will review the operations of the proposed private recreation center at 18615 Marsh Lane. The evaluation will include a traffic analysis, focusing specifically on traffic assignment and the anticipated number of vehicles making U-turns on Marsh Lane at Monet, sight distance assessments, and an evaluation of any potential impact on residential traffic at this intersection. The study will also assess parking needs for the proposed development, including the proposed supply and projected peak demand, based on observations of similar existing private recreation facilities. The report must

document the anticipated maximum parking demand and formulate a mitigation plan to prevent any spillover, ensuring no adverse effects on residential streets. This evaluation will be integrated into other studies that are required through the platting and engineering review process, including paving, drainage, and utilities as well as transportation operations. Engineering studies are not required through the zoning review process; however, the applicant may choose to conduct these analyses voluntarily as part of any necessary community outreach.

STAFF ANALYSIS:

Comprehensive Plan:

The *forwardDallas! The City Council adopted Comprehensive Plan (2.0)* in September 2024 and outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The request is within the City Residential (CU) Placetype, is considered a mix of private open space and complies with the following land use goals and policies of the Comprehensive Plan:



Placetype Application

- A-1 In addition to existing City Residential areas, new areas considered for this placetype should be located near existing or proposed DART stations, TOD sites, or along key transportation and commercial corridors to provide additional residential density and to support a mix of commercial activities.
- A-4 Redevelopment in the suburban areas with this placetype should consider consolidating density in some areas of a larger site to provide opportunities for additional open space, a greater mix of uses to provide commercial uses closer to residents, and better connected internal and external circulation, both vehicular and pedestrian.

Placetype Adjacencies

B-1 New buildings adjacent to existing residential areas should step down building heights and create variations in wall planes to soften the transition between different development types.

B-3 Multifamily and mixed-use redevelopment should be accomplished in a manner that transitions appropriately to adjoining neighborhoods.

B-4 The Industrial Hub Placetype should not be adjacent to this placetype

Land Use:

	Zoning	Land Use
Site	NS(A) Neighborhood Service	Undeveloped
North	D(A) Duplex	Duplex
East	CR Community Retail with DR Z001-248	Church
South	NS(A) and CR with DR and SUP 2205	Restaurant, bakery, and gas station Animal shelter or clinic with outside runs
West	MF-1(A) with DR Z801-123	Multifamily

Land Use Compatibility:

The above table describes the zoning and land uses of the area of request and the surrounding land uses.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city.

The proposal includes various SUP conditions that comply with the above general provisions for an SUP, including:

- Compliance with the proposed site plan.
- A four-year initial approval period, after which a renewal application must be submitted to staff approximately three to six months before expiration. Then, a staff member would perform a site visit and research to ensure the site complies with the adopted conditions and plans. If the site is found to be compliant, the City would mail notices to property owners within 200 feet of the site. If the owners of 20 percent or more of the land within 200 feet of the area governed by the SUP file a written protest against the automatic renewal in accordance with this paragraph, the director shall forward the application to the city plan commission and city council for further action. Otherwise, the SUP will be renewed for another five years.
- A maximum floor area of 16,025 (the 41,992-square-foot lot is limited to 0.5 FAR, which would allow up to 20,996 square feet of floor area),
- A lighting condition to address spillover lighting.
- Most importantly, a condition to prohibit outdoor recreational activities.

Because the request is limited to indoor recreational uses, incorporates the above SUP conditions, and complies with residential adjacency buffer and screening requirements, staff supports the proposed request. Further, recreational uses benefit the health and welfare of the surrounding community, and the proposed conditions enhance compatibility with the surrounding land uses.

Landscaping:

Landscaping and tree preservation are required in accordance with Article X, as amended. A residential adjacency landscape buffer must be provided to the north and west. The chief arborist has reviewed the site plan and believes the proposed plan can comply the requirements of Article X at permitting.

Parking:

According to the Dallas Development Code, the minimum off-street parking requirement for a private recreational center, club, or area use may be established by a Special Use Permit (SUP); otherwise, it is three spaces per game court and one space for each additional 150 square feet of floor area. The applicant proposes to construct seven pickleball courts, occupying 14,300 square feet of the 16,025-square-foot structure. Those seven pickleball courts require 21 off-street parking spaces, and the areas outside the game courts (1,725 square feet) require an additional 11.5 spaces. The applicant

proposes to construct 36 spaces, which would exceed the minimum off-street parking requirements (33 spaces) by three spaces.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets (A through C) to orange, representing the weakest markets (G through I). The area of request is within an “E” MVA area.

CPC Action
February 20, 2025

Motion: It was moved to recommend **approval** of a Specific Use Permit for a private recreation center, club, or area for a 4-year period with eligibility for automatic renewals for additional five-year periods with the following changes: 1) hours of operation are 5:00 am to 12:00 am (midnight), Monday through Sunday; 2) a six-foot-tall masonry fence must be provided along the north property line, as show on the attached site plan; 3) maximum structure height is 23 feet, subject to an updated site plan and conditions, on property in an NS(A) Neighborhood Service District, on the west line of Marsh Lane, south of Monet Place.

Note: Commissioner Wheeler-Reagan offered a Friendly amendment for a four-year period instead of two-year period originally motioned by Commissioner Haqq. Commissioner Haqq, maker of the motion accepted Friendly amendment.

Maker: Haqq
Second: Shidid
Result: Carried: 14 to

For: 14 - Chernock, Herbert, Forsyth, Shidid,
Carpenter, Wheeler-Reagan, Franklin,
Sleeper, Housewright, Nightengale, Haqq,
Hall, Kingston, Rubin*

Against: 0
Absent: 1 - Hampton
Vacancy: 0

*out of room, shown voting in favor

Notices: Area: 200 Mailed: 22
Replies: For: 3 Against: 4

Speakers: For: Jinting Chen, 3120 Golden Springs Dr., Plano, TX, 75025
Lindsey Mayer, 714 S. Greenville Ave., Allen, TX, 75002
Jessica Martinez, 3713 Lois St., Ft. Worth, TX, 76119
Against: Amy Strauss, 2832 Monet Pl., Dallas, TX, 75287
Jay Wimberley, 18523 Rembrandt Ter., Dallas, TX, 75287
Evan Williams, 2906 Monet Pl., Dallas, TX, 75287
Against (Did not speak): Lloyd Lumpkins, 18743 Rembrandt Ter., Dallas, TX, 75287
David Jasper, 2834 Monet Pl., Dallas TX, 75287

List of Officers

November 14, 2024

Dallas City Hall
1500 Marilla St. Room 5BN
Dallas, Texas, 75201

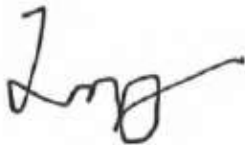
Attn: City Planning Division of Sustainable Development and Construction Dept.

RE: List of Partners, Principals, and Officers
18615 Marsh Lane
Block S/8751 – Lot 4 Timberglenn Village
City of Dallas, TX

To Whom It May Concern,

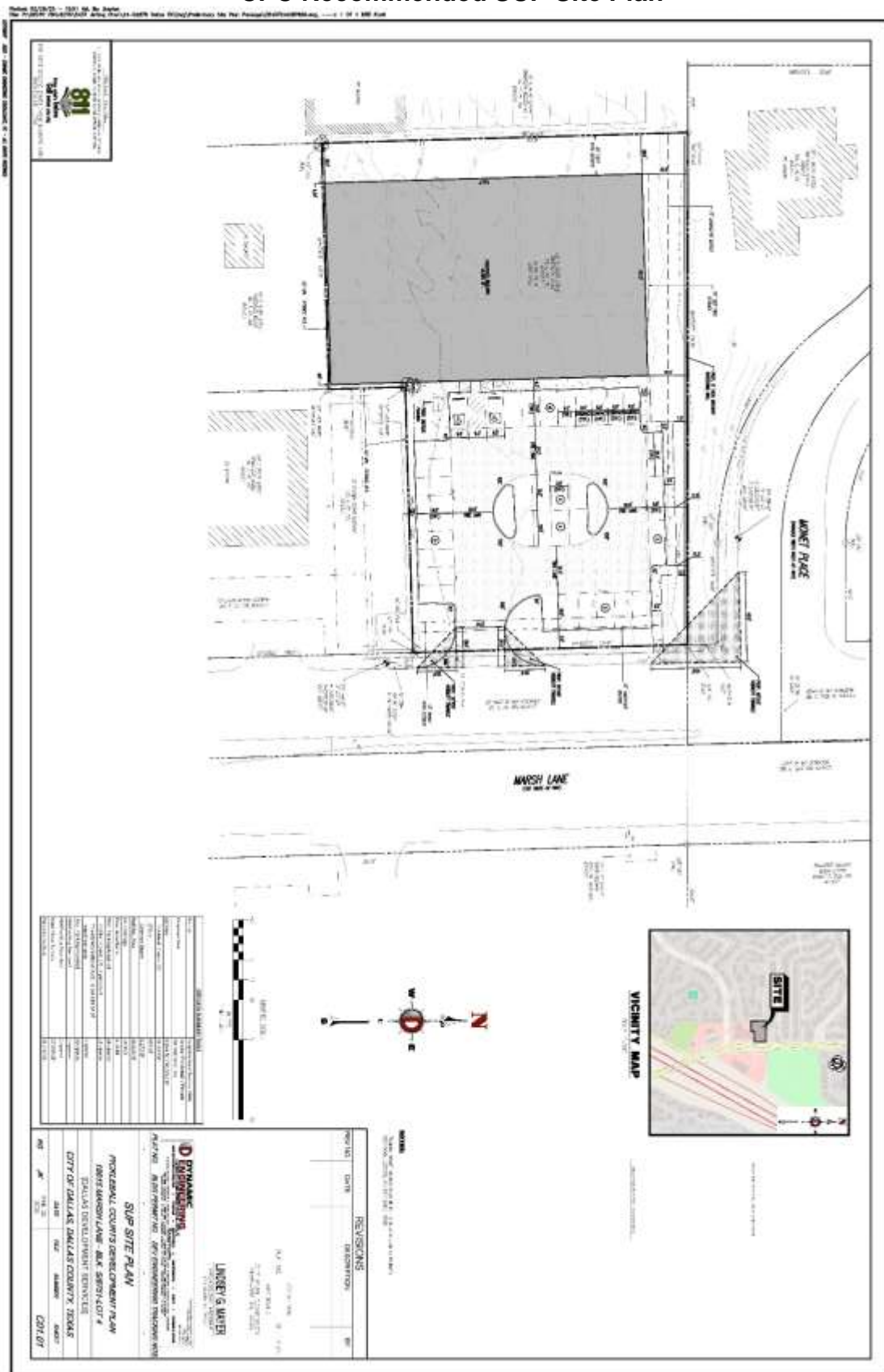
The list of partners, principals, and officers of Carrollton PKB LLC are as follows:

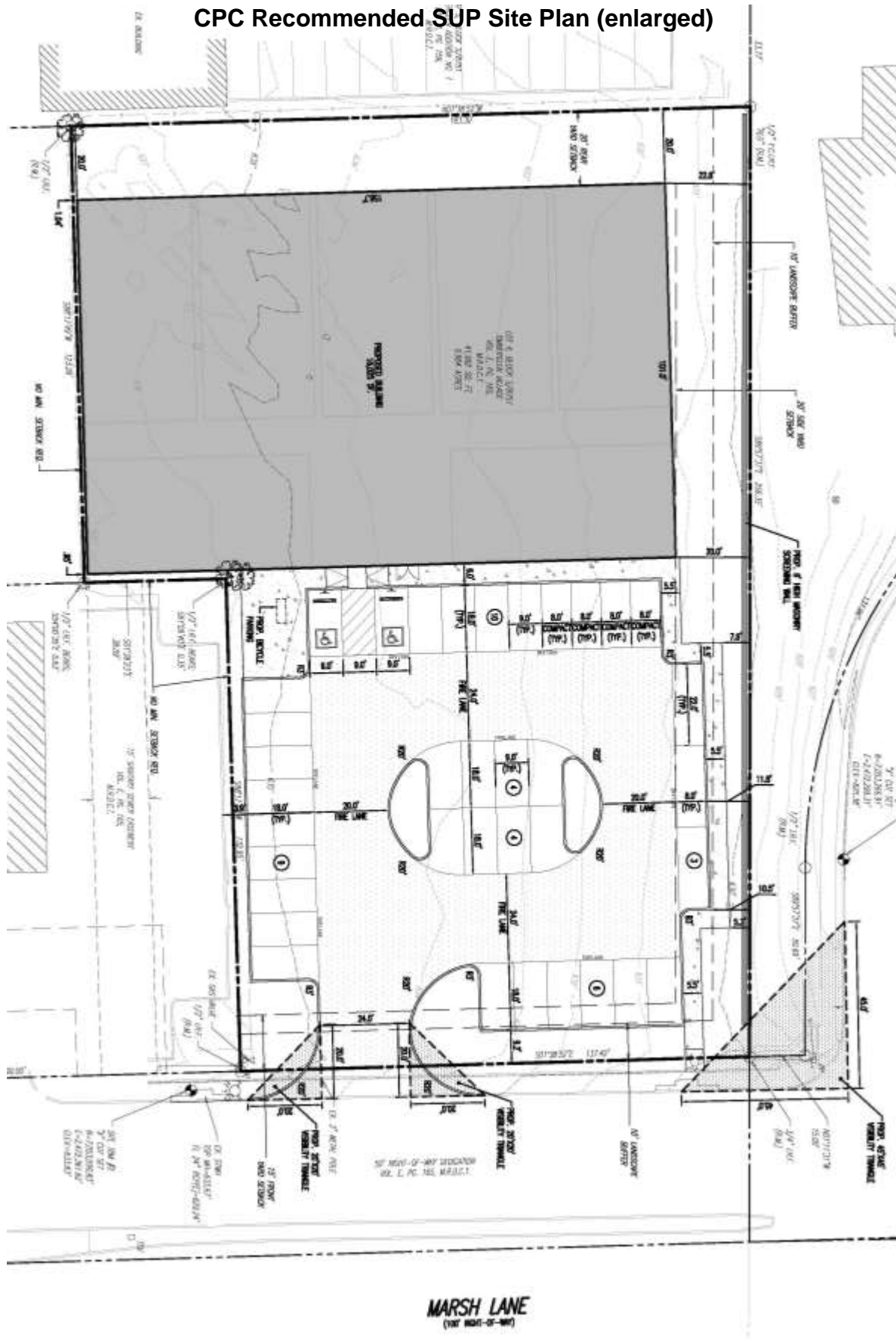
- Jinting Chen
- Zhen Lin
- Jie Melchior
- Yang Tan
- Xingzhe Li
- Yuhong Fu

A handwritten signature in black ink, appearing to be 'Jing' or similar, written in a cursive style.

11/14/2024

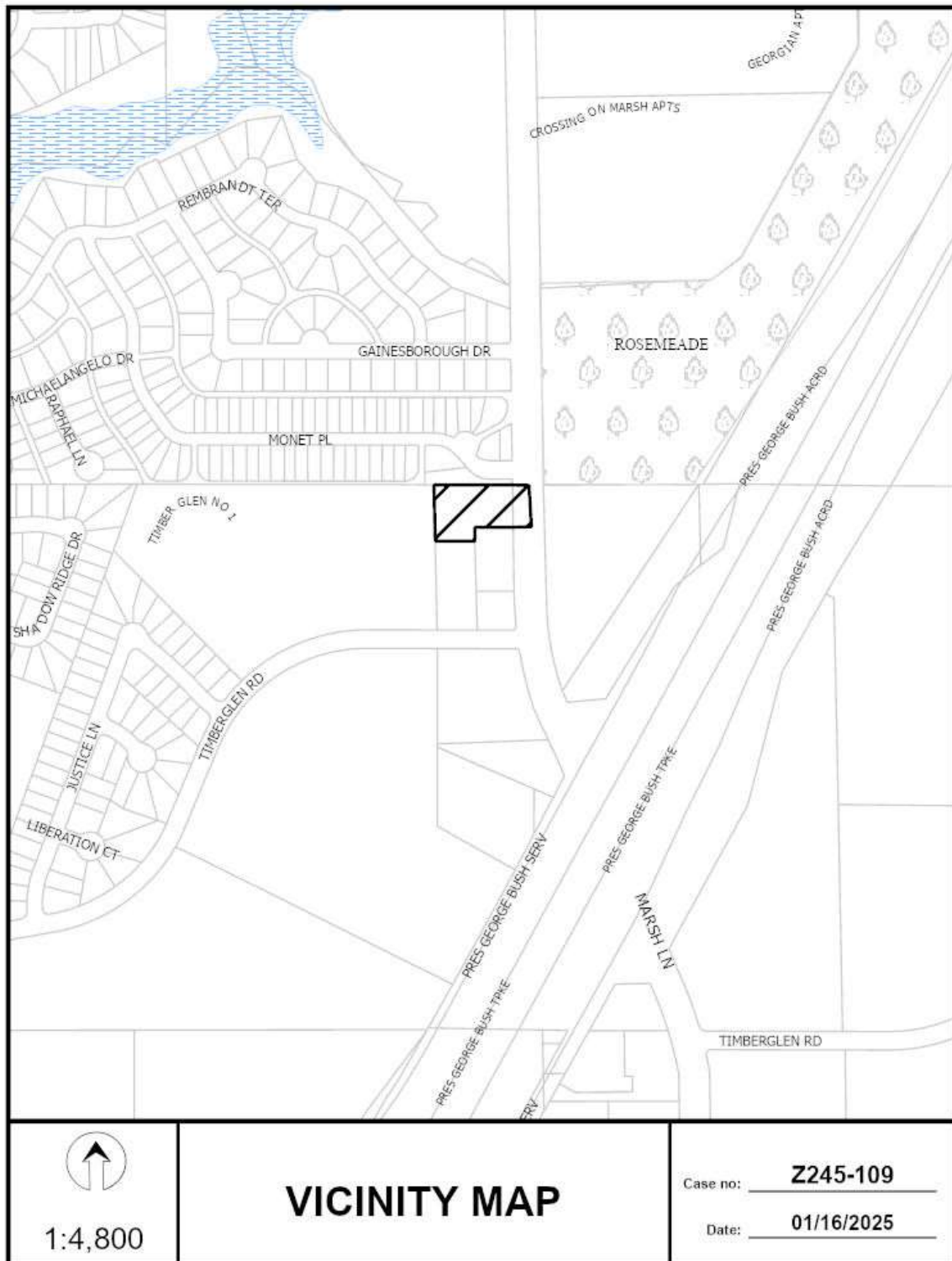
CPC Recommended SUP Site Plan



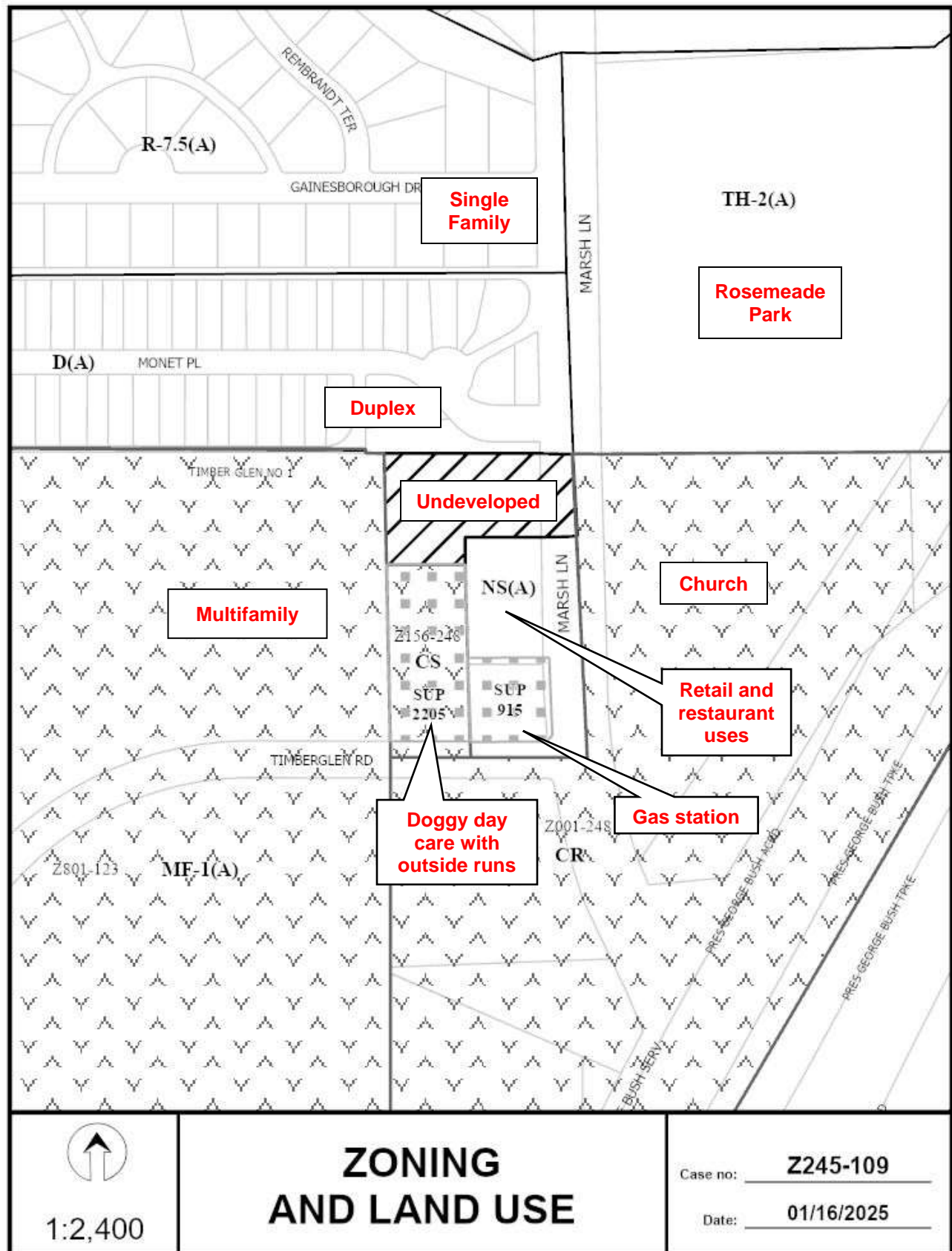


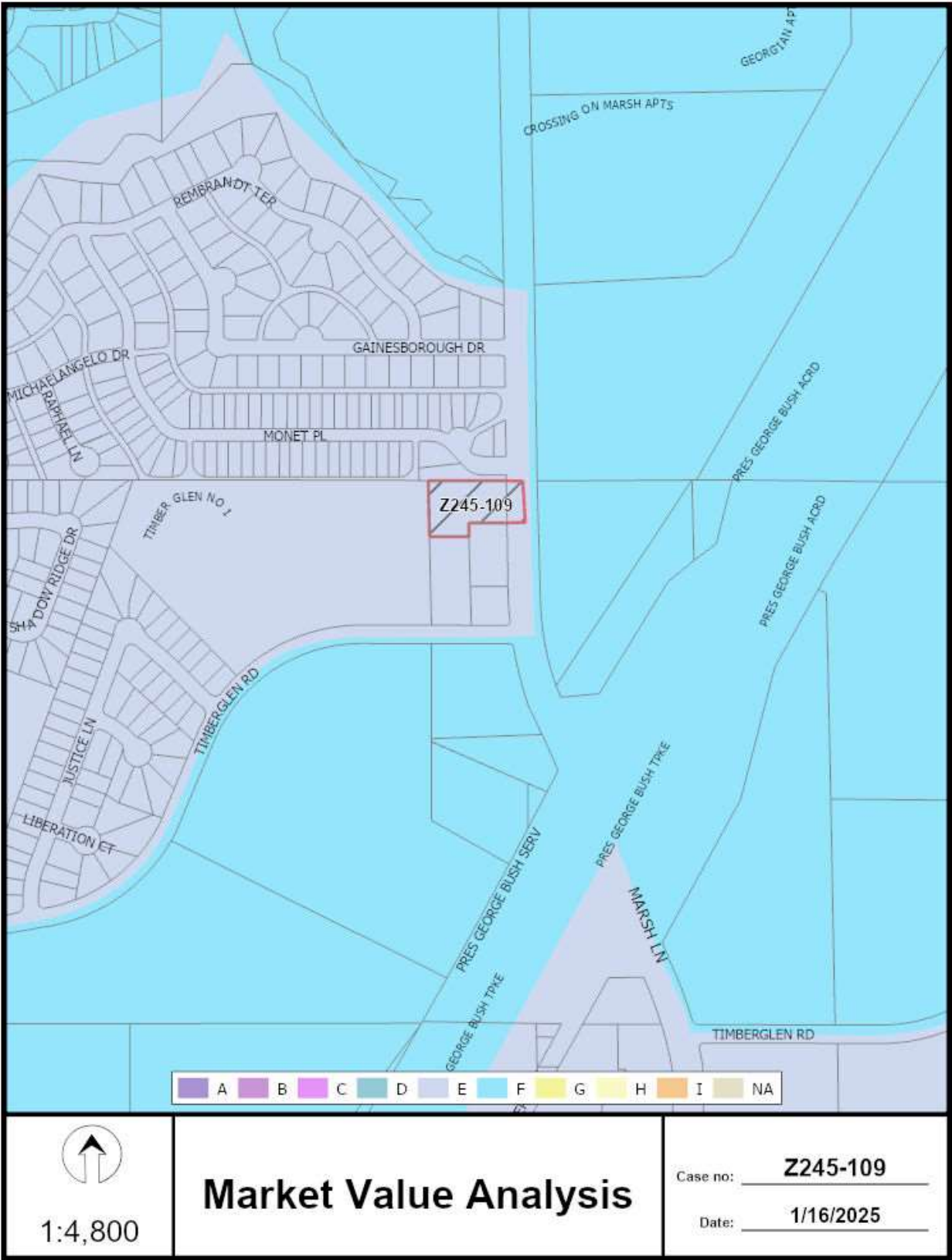
CPC Recommended SUP Conditions

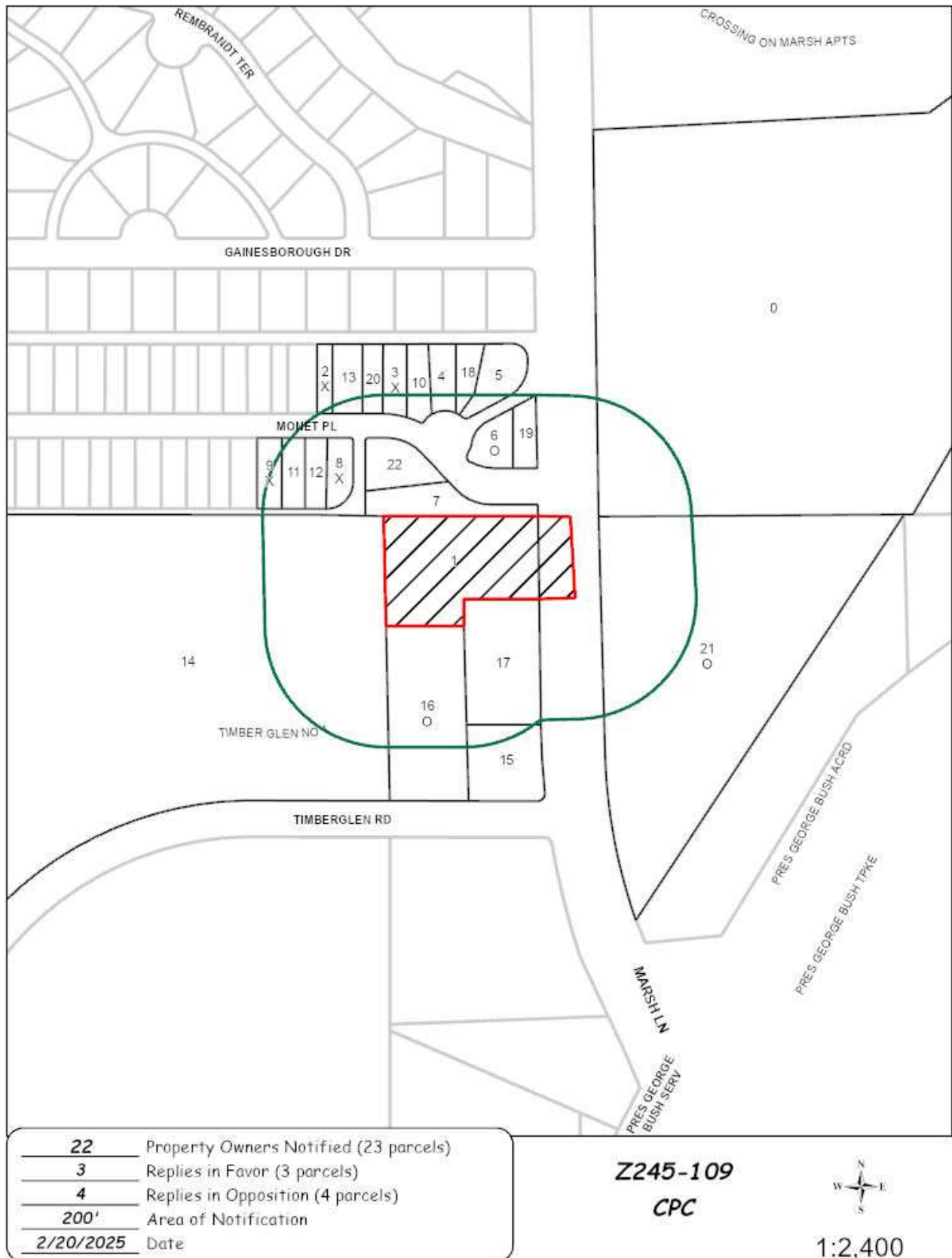
1. **Use:** The only use authorized by this specific use permit is a private recreation center, club, or area.
2. **Site Plan:** Use and development of the Property must comply with the attached site plan.
3. **Time Limit:** This specific use permit expires on [four years after the date of this ordinance] but is eligible for automatic renewal for additional five-year periods pursuant to Section 51A-4.219 of Chapter 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for applications for automatic renewal is strictly enforced.)
4. **Floor area:** The maximum floor area is 16,025 square feet in the location shown on the attached site plan.
5. **Height:** No structure may exceed 23 feet in height.
6. **Hours of operation:** The private recreation center, club, or area may only operate between 5:00 a.m. and 12:00 a.m. (midnight), Monday through Sunday.
7. **Lighting:** Exterior lighting must direct light downward and may not emit light above the light fixture's horizontal angle.
8. **Outdoor activities:** Outdoor recreational activities are prohibited.
9. **Screening:** A six-foot-tall masonry fence must be provided along the north property line, as shown on the attached site plan.
10. **Maintenance:** The Property must be properly maintained in a state of good repair and neat appearance.
11. **General Requirements:** Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.











02/19/2025

Reply List of Property Owners***Z245-109******22 Property Owners Notified******3 Property Owners in Favor******4 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	MARSH LN	SSRK INVESTMENTS LLC
X	2	2835 MONET PL	WAMLSEY, MEGAN K TRUST
X	3	2903 MONET PL	LONE STAR 2903 LLC
	4	2907 MONET PL	RAPPOLD, MATTHEW & ANTIGONE
	5	2911 MONET PL	SALAZAR, RICARDO & IBARRA DE SALAZAR, DULCE
O	6	2915 MONET PL	BRUMBAUGH, CAROL S
	7	2906 MONET PL	WILLIAMS, JOPPA CHAN Y
X	8	2838 MONET PL	INSINGA, JAMES J
X	9	2832 MONET PL	STRAUSS, AMY C
	10	2905 MONET PL	HERNANDEZ, ALICIA N
	11	2834 MONET PL	JASPER, LINDA D
	12	2836 MONET PL	REMICK, JUANITA B
	13	2837 MONET PL	JIMENEZ, EVER
	14	3565 TIMBERGLEN RD	SWV TIMBERS MUSK LLC
	15	18611 MARSH LN	BIG B INVESTMENT, LLC
O	16	3585 TIMBERGLEN RD	PETZ MANIA, LLC
	17	18613 MARSH LN	AAHAN HOLDINGS LLC
	18	2909 MONET PL	SINGLETON, MALISSA L
	19	2917 MONET PL	RISHER, TROY M
	20	2901 MONET PL	BROWN, VANESSA C
O	21	18610 MARSH LN	NORTH DALLAS UNITED PENTECOSTAL CHURCH
	22	2904 MONET PL	BYERLY, SANDRA KAY



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1054A

Item #: Z6.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 9
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a government installation other than listed, limited to a police facility, on property zoned MU-3 Mixed Use District, on the south line of Fondren Drive, west of Greenville Avenue

Recommendation of Staff: Approval, subject to a site plan and conditions

Recommendation of CPC: Approval for a five-year period, subject to a site plan and conditions
Z245-110(SM)

FILE NUMBER: Z245-110(SM) **DATE FILED:** November 5, 2024

LOCATION: South line of Fondren Drive, west of Greenville Avenue

COUNCIL DISTRICT: 9

SIZE OF REQUEST: ±0.3742 acres **CENSUS TRACT:** 48113007914

REPRESENTATIVE: Kiesha Kay, Mission Ridge Consultants

OWNER/APPLICANT: Robbie Corder, City of University Park

REQUEST: An application for a Specific Use Permit for a government installation other than listed, limited to a police facility, on property zoned MU-3 Mixed Use District.

SUMMARY: The applicant requests to remodel the existing building into a training facility for the University Park Police Department.

CPC RECOMMENDATION: Approval for a five-year period, subject to a site plan and conditions.

STAFF RECOMMENDATION: Approval, subject to a site plan and conditions.

BACKGROUND INFORMATION:

- The existing building was constructed 1953, according to Dallas Central Appraisal District, and contains approximately 12,965 square feet of floor area in a one-story structure with approximately 80 percent lot coverage, according to the proposed site plan.
- The applicant requests to remodel the existing building into a training facility for the University Park Police Department.

Zoning History: There have been no recent zoning cases in the vicinity in the last five years.

Thoroughfares/Streets:

Thoroughfares/Street	Function	Description, ROW
Fondren Drive	Local	50 feet

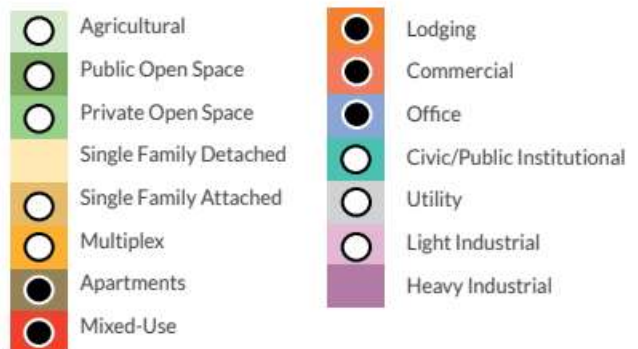
Traffic:

The Engineering Division of Planning & Development has reviewed the request and determined that it will not significantly impact the surrounding roadway system. Staff will review engineering plans submitted at permitting to comply with city standards.

COMPREHENSIVE PLAN:

The forwardDallas! The City Council adopted Comprehensive Plan (2.0) in September 2024 and outlines several goals and policies that can serve as a framework for assisting in evaluating the applicant's request. The request is within the Regional Mixed-Use (RM) Placetype. The placetype does not provide guidance on the proposed police training facility.

FUTURE LAND USE MIX



STAFF ANALYSIS:**Surrounding Land Uses:**

	Zoning	Land Use
Site	MU-3	Vacant office showroom/warehouse
North	MU-3	Restaurant with drive-through
East	MU-3	Office showroom/warehouse
South	MU-3	Office showroom/warehouse
West	City of University Park	Elevated Water Tower

Land Use Compatibility:

The above table describes the zoning and land uses of the area of request and the surrounding land uses. The site was previously occupied by a CrossFit which was issued an office showroom/warehouse CO but vacated the building sometime during the Covid-19 pandemic. The City of University Park abuts the area of request on the west and operates a few municipal uses such as an elevated water tower and a facility for their public works projects.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The request does not appear to have an adverse impact on the surrounding zoning and land uses.

The applicant proposes to remodel the existing building into a training facility for the University Park Police Department. The proposed use is considered compatible with uses in the vicinity and complies with the above general provisions for a Specific Use Permit.

Staff supports the request for a permanent period because the request complies with all other zoning regulations, provides a permanent public service use for surrounding properties, is consistent with other similar facilities in the area (SUP 1140, located at

4419 & 4420 Worcola Street) and is not foreseen to be detrimental to surrounding properties.

Landscaping:

Landscaping must be in accordance with the landscaping requirements in Article X, as amended.

Parking:

Pursuant to the Dallas Development Code, the parking requirements for a government installation other than listed use may be established in the ordinance granting the specific use permit. In such cases, the city council shall consider the degree to which the use would create traffic hazards or congestion given the capacity of nearby streets, the trip generation characteristics of the use, the availability of public transit and the likelihood of its use, and the feasibility of traffic mitigation measures.

The subject site has approximately 12,965 square feet of floor area, according to the submitted site plan. The previous use was an office showroom/warehouse use and required 10 off-street parking spaces. Since the site has no compliant off-street parking spaces, it has 10 delta credits. In the event the proposed use for the police facility changes to another use with minimum parking requirements, the applicant does not want to lose any delta credits and proposes a parking requirement of 10 spaces.

Staff expects the proposed use to be comprised with storage, staging areas for training of police officers, and miscellaneous activities including administrative and classroom areas. The City of University Park also owns property to the west on the same street, and there are a few on-street spaces in front of the building on the street. Regarding access to public transit, the following DART facilities are located in the vicinity of the site:

- A high-frequency bus stop (route 17) on Greenville Avenue is within 440 feet of the subject site,
- Lovers Lane Station (DART Light Rail) is within a half-mile (a three-minute bike ride or a nine-minute walk), and
- Mockingbird Station (DART Light Rail) is within seven-tenths of a mile (a three-minute bike ride or a 15-minute walk).

Therefore, the facility is expected to have enough access to transit, bicycle connectivity, and on-street parking capacity to accommodate the needs of the use as proposed with no compliant off-street parking spaces. Staff supports the proposed parking requirement

of 10 spaces in order to retain the existing 10 delta credits, which is reflected in the proposed SUP conditions.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to more precisely target intervention strategies in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets (A through C) to orange, representing the weakest markets (G through I). The area of request is located within an "F" MVA Category.

List of Partner/Principals/Officers
--

List of officers:

Mayor Tommy Stewart
Mayor Pro Tem Mark Aldredge
Councilmember Bob Myers
Councilmember Phillip B. Philbin
Councilmember Melissa Rieman
City Manager Robbie Corder
City Attorney Rob Dillard

CPC Action February 20, 2025

Motion: It was moved to recommend **approval** of a Specific Use Permit for a government installation other than listed, limited to a police facility with the for a five-year period, with no allowance of outdoor training, subject to a site plan and conditions, on property zoned MU-3 Mixed Use District, on the south line of Fondren Drive, west of Greenville Avenue.

Note: Commissioner Kingston offered the following Friendly amendments: 1) facility is not allowed to be used for outdoor training, 2) disallowance of a gun range, and 3) the Special Use Permit be approved for five-year no auto renewals. Commissioner Sleeper, maker of the motion accepted Friendly amendments 1 and 3. Commissioner Kingston made an Unfriendly amendment for disallowance of a gun range.

Maker: Sleeper
Second: Shidid
Result: Carried: 11 to 3

For: 11 - Chernock, Herbert, Forsyth, Shidid, Franklin,
Sleeper, Housewright, Nightengale, Haqq,
Hall, Rubin

Against: 3 - Carpenter, Wheeler-Reagan, Kingston
Absent: 1 - Hampton
Vacancy: 0

Unfriendly Amendment: It was moved for disallowance of a gun range.

Maker: Kingston
Second: Carpenter
Result: Failed: 7 to 7

For: 7 - Herbert, Carpenter, Wheeler-Reagan,
Franklin, Nightengale, Haqq, Kingston

Against: 7 - Chernock, Forsyth, Shidid, Sleeper,
Housewright, Hall, Rubin

Absent: 1 - Hampton
Vacancy: 0

Notices:	Area: 200	Mailed: 26
Replies:	For: 2	Against: 0

Speakers: For: Keisha Kay, P.O. Box 260203, Plano, TX, 75026
Against: None

CPC Recommended SUP Conditions

1. USE: The only use authorized by this specific use permit is a utility or government installation other than listed, limited to a police facility.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.

CPC recommendation:

- | |
|---|
| 3. <u>TIME LIMIT</u> : This specific use permit expires on [five years from the date of passage]. |
|---|

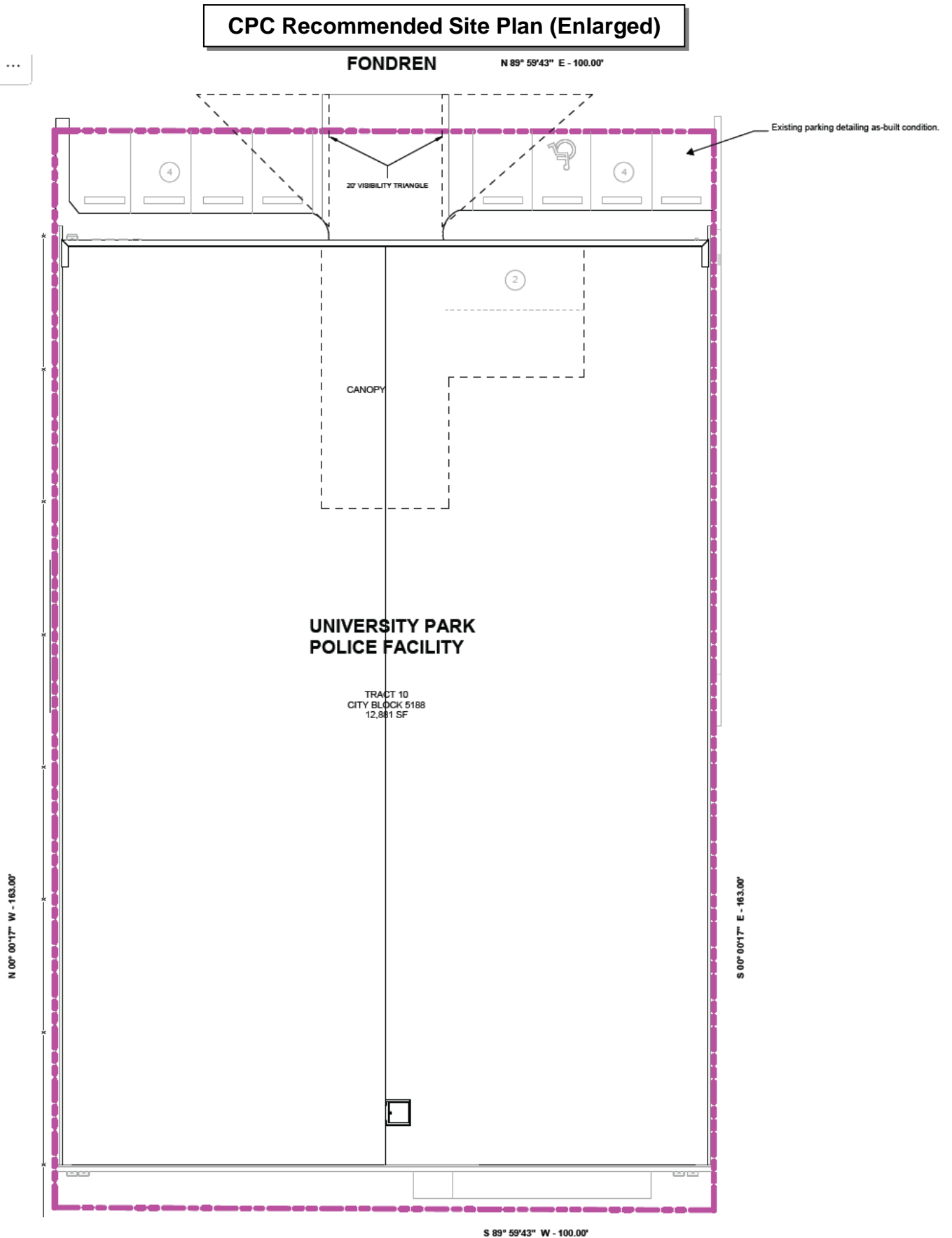
Staff recommendation and applicant's request:

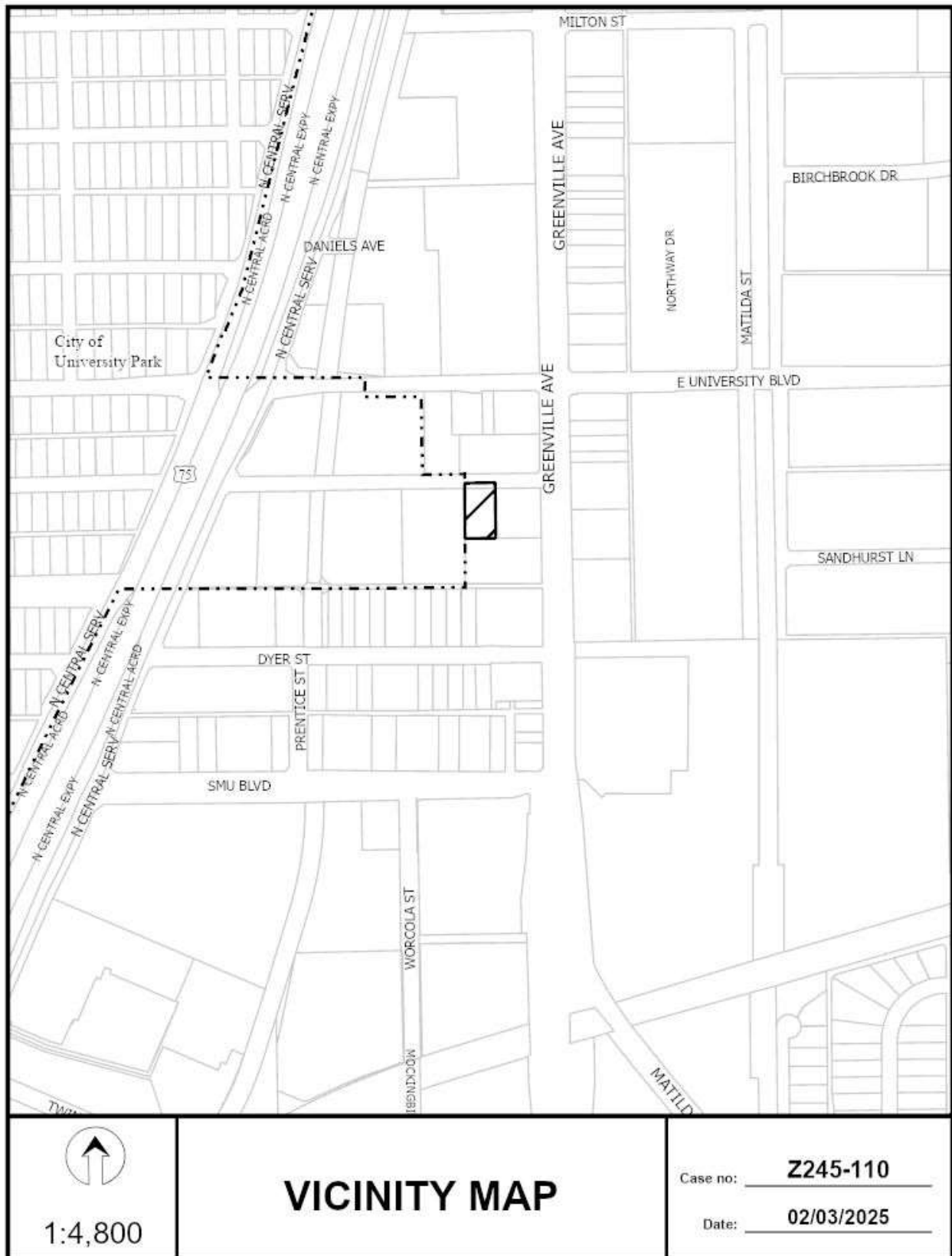
- | |
|--|
| <u>TIME LIMIT</u> : This specific use permit has no expiration date. |
|--|

4. FLOOR AREA: The maximum floor area is 12,881 square feet.
5. OUTDOOR TRAINING: Outdoor training is prohibited.
6. PARKING: A minimum of 10 off-street parking spaces must be provided in the location shown on the attached site plan.
7. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
8. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

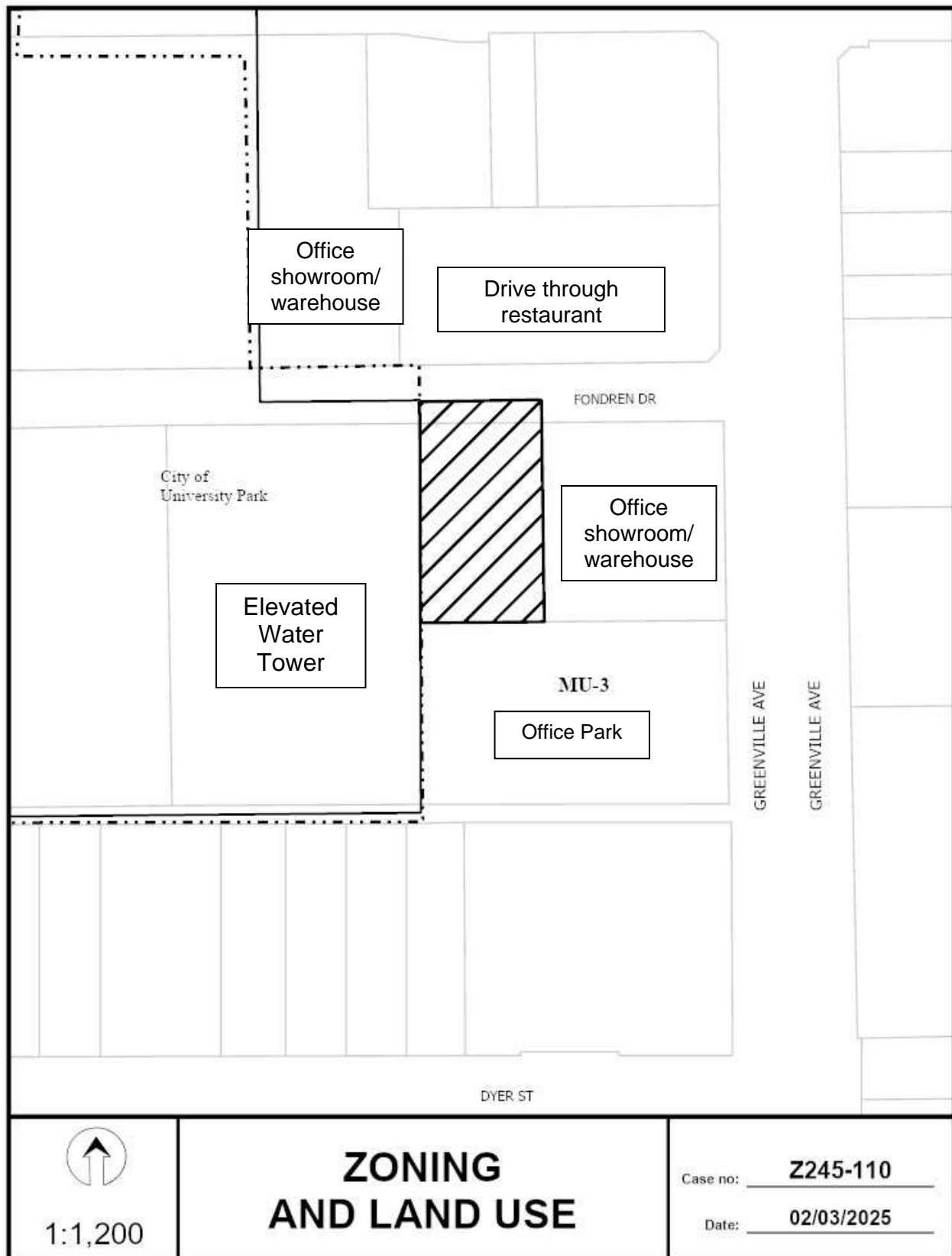


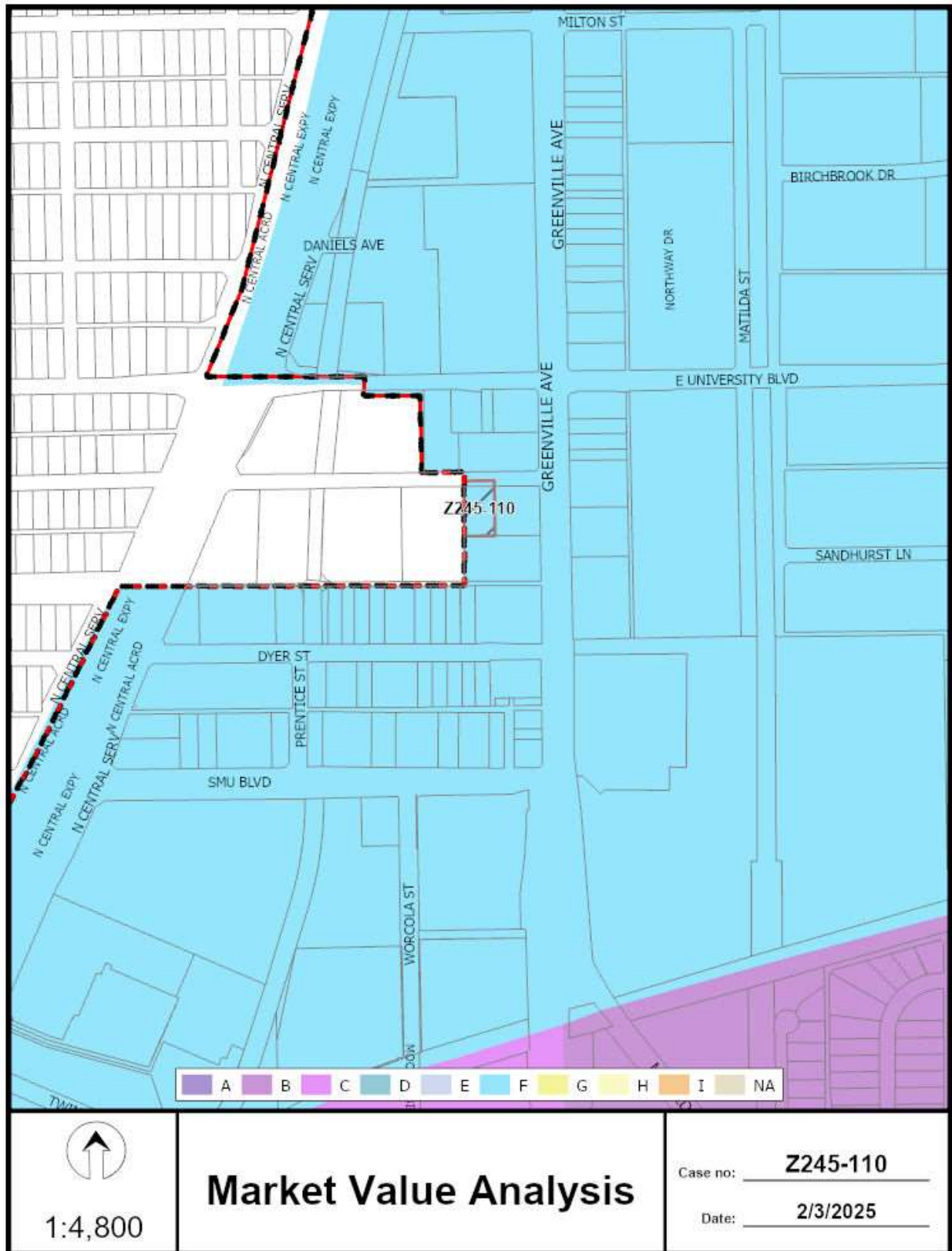
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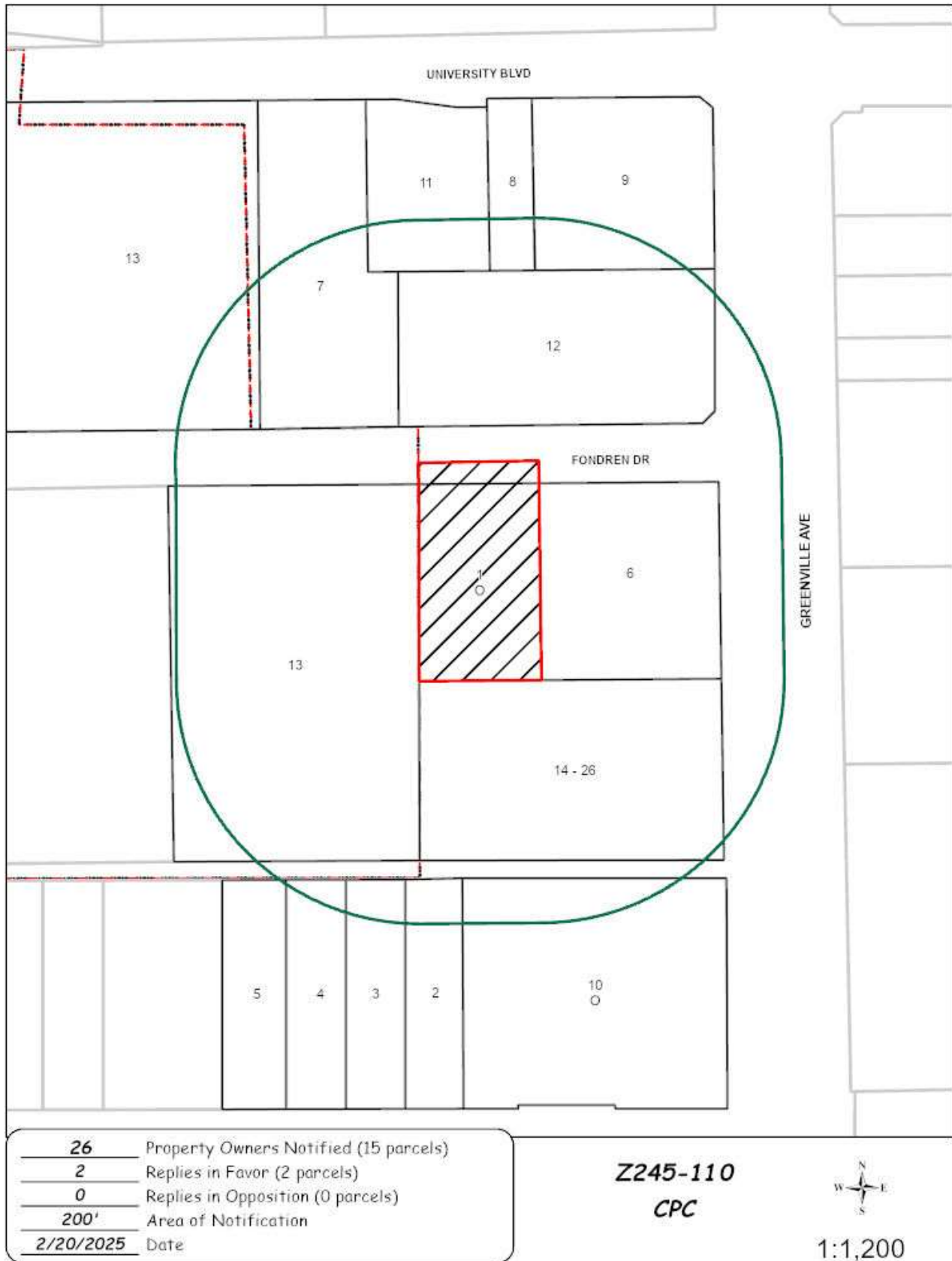












02/19/2025

Reply List of Property Owners***Z245-110******26 Property Owners Notified******2 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	5620 FONDREN DR	UNIVERSITY PARK CITY OF
	2	5641 DYER ST	SHELBY SHARON A
	3	5639 DYER ST	HAYMARKET PROPERTIES LLC
	4	5631 DYER ST	JACKSON LEASING PTNRS LTD
	5	5627 DYER ST	JACKSON LEASING PARTNERS LTD
	6	4645 GREENVILLE AVE	SAYAH INVESTMENTS LP
	7	5614 E UNIVERSITY BLVD	EMPIRE BAKING COMPANY LP
	8	5626 E UNIVERSITY BLVD	CAMPBELL RANDY &
	9	4747 GREENVILLE AVE	ZAKI FAMILY PARTNERSHIP LP THE
O	10	4615 GREENVILLE AVE	MOONDANCE INVESTMENTS LTD
	11	5622 E UNIVERSITY BLVD	HOPPER JAMES T & KATHLEEN
	12	4703 GREENVILLE AVE	WELLSPRING FONDREN LLC
	13	2525 UNIVERSITY BLVD	UNIVERSITY PARK CITY OF
	14	4625 GREENVILLE AVE	G R PARTNERS INC
	15	4625 GREENVILLE AVE	STONECOURT INC
	16	4625 GREENVILLE AVE	ROUND HILL PROPERTY LLC
	17	4625 GREENVILLE AVE	STONECOURT FAMILY LP
	18	4625 GREENVILLE AVE	PINE TREE INVESTMENT PROPERTIES
	19	4625 GREENVILLE AVE	MARTINEAU DAVID T
	20	4625 GREENVILLE AVE	BRYAN WOODBINE PURCHASING LLC
	21	4625 GREENVILLE AVE	ROUND HILL PPTY LLC
	22	4625 GREENVILLE AVE	HALPIN MARILYN K
	23	4625 GREENVILLE AVE	E & M WATERS LTD
	24	4625 GREENVILLE AVE	ROLLIN COBBS C LP
	25	4625 GREENVILLE AVE	EUBANK RAY H &
	26	4625 GREENVILLE AVE	SPRUCE ROYALTY LLC



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1055A

Item #: Z7.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 6
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

A public hearing to receive comments regarding an application for **(1)** an IM Industrial Manufacturing District; and **(2)** a Specific Use Permit for a potentially incompatible industrial (outside) use, limited to asphalt or concrete batching on property zoned IR Industrial Research District, on northeast corner of Spangler Road and Mañana Drive

Recommendation of Staff: Approval for a five-year period, subject to a site plan and conditions

Recommendation of CPC: Denial

Z234-328(TB)

FILE NUMBER: Z234-328(TB) **DATE FILED:** August 28, 2024

LOCATION: Northeast corner of Spangler Road and Mañana Drive

COUNCIL DISTRICT: 6

SIZE OF REQUEST: 4.35 acres **CENSUS TRACT:** 48113009900

REPRESENTATIVE: Brandon Johnson - J Imperium LLC

OWNER: OSI 2001 Manana Dr. LLC

APPLICANT: J Imperium LLC

REQUEST: An application for **(1)** an IM Industrial Manufacturing District, and **(2)** a specific use permit for a potentially incompatible industrial (outside) use, limited to asphalt or concrete batching on property zoned IR Industrial Research District.

SUMMARY: The purpose of the request is to allow concrete or asphalt batching by Specific Use Permit only.

CPC RECOMMENDATION: **Denial.**

STAFF RECOMMENDATION: **Approval** for a five-year period, subject to a site plan and conditions.

BACKGROUND INFORMATION:

- The area of request is currently zoned IR Industrial Research District which does not permit a permanent potentially incompatible industrial (outside) uses of asphalt or concrete batching. IR Industrial Research District only permits a temporary concrete or asphalt batching plant by SUP only.
- The purpose of this request is to rezone the property to allow for the operation of a permanent industrial (outside) potentially incompatible industrial use limited to concrete or asphalt batching. This use is only permitted by SUP in an IM Industrial Manufacturing District.
- Geographically located in Southeast Dallas, approx. 14 miles from downtown.
- This lot has frontage only on Manana Drive and Spangler Road

Zoning History:

There have been zero zoning cases in the area in the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing/Proposed ROW
Manana Drive	Minor Arterial	
Spangler Street	C - Community Collector	S-4-U 44' pavement, 60' ROW

Traffic:

The Transportation Development Services Division of the Transportation Department has reviewed the request and determined that it will not significantly impact the surrounding roadway system. Staff will continue review of engineering plans at permitting to comply with city standards.

STAFF ANALYSIS

Comprehensive Plan:

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006 and outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The request complies with the following land use goals and policies of the Comprehensive Plan:

ECONOMIC ELEMENT

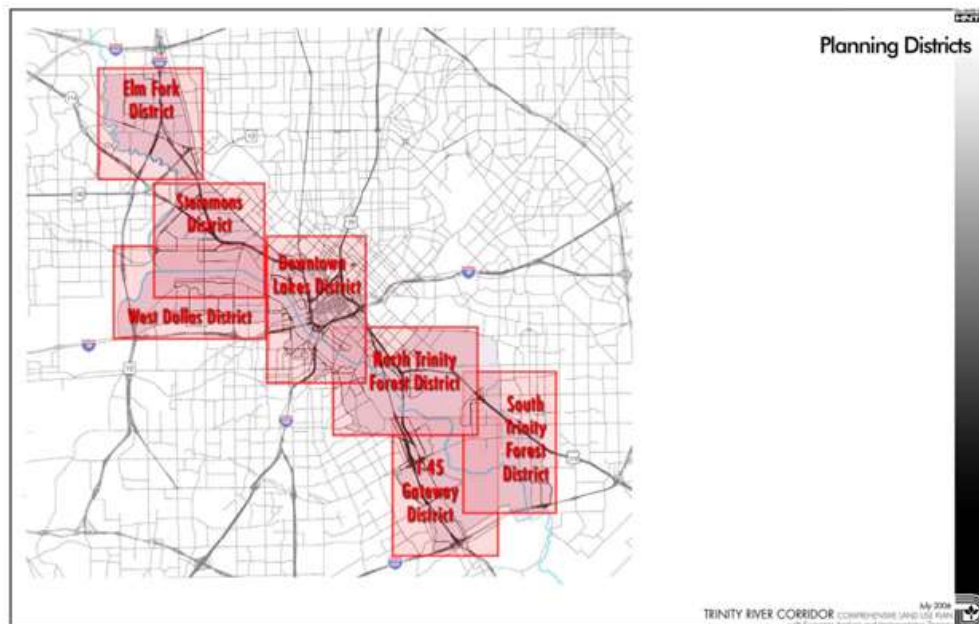
GOAL 2.1 PROMOTE BALANCED GROWTH

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

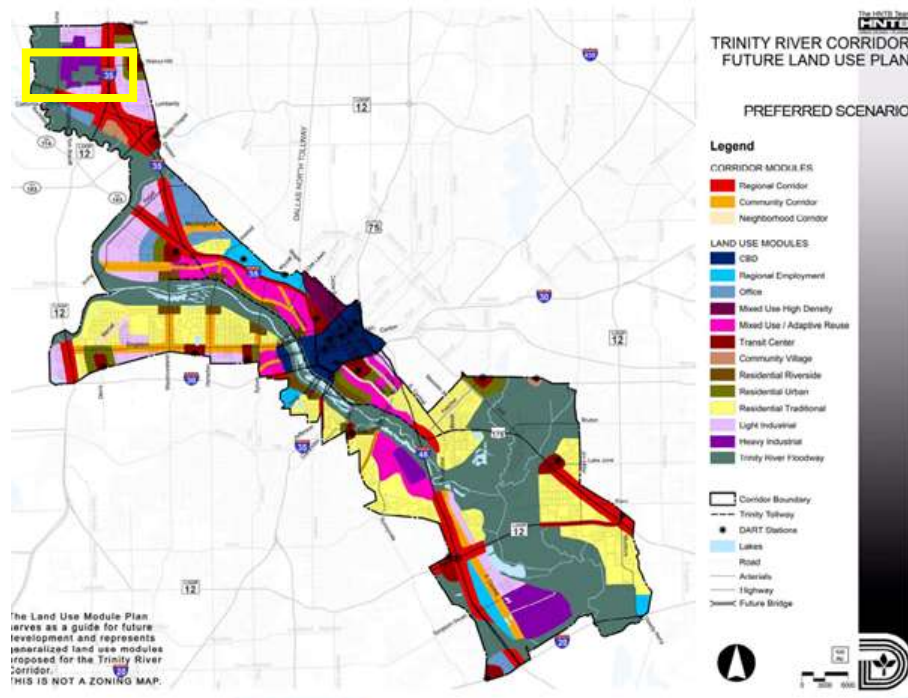
Trinity River Corridor Comprehensive Land Use Plan:

The site is within the Elm Fork District of the plan, which emphasizes that industrial uses should be located on and around this site to make use of freight rail and highway infrastructure.

The site more specifically is located south of Study Area 22, Luna Road / Walnut Hill, which generally calls for light and heavy industrial uses. Elm Fork District Study addresses the concern of growth for heavy industrial uses by stating these uses should be allowed to remain and expand in these areas



The site is highlighted in yellow in the northwest most portion of this image.



CECAP:

Approval with staff's recommended conditions would advance CECAP by meeting the following measures:

Goal 6: Dallas protects and enhances its ecosystems and green spaces that in turn improve public health.

EG3 - Increase tree canopy in both private and public realm to complete implementation of recommendations from the Urban Forest Masterplan

Goal 8: All Dallas' communities breathe clean air.

AQ4 - Ensure new industries are an appropriate distance away from neighborhoods

Land Use:

	Zoning	Land Use
Site	IR Industrial Research District	Vacant lot
North	IM Industrial Manufacturing District	Industrial (outside), Vehicle Display, Sales and Service & Public Park
East	IM Industrial Manufacturing District	SUP 1653 -Industrial (outside) potentially incompatible-limited to wood and lumber processing

South	IM Industrial Manufacturing District	SUP 817 Industrial (outside) potentially incompatible industrial use limited to concrete or asphalt batching.
West	IR Industrial Research District	Industrial (inside) & Alcoholic beverage establishment

Land Use Compatibility:

The area of request is currently zoned IR Industrial Research District and located on a vacant lot previously used as a temporary construction office (approx. 3.31 acres in total size), located on northeast corner of Spangler Road and Manana Drive.

To the north of the property is an Industrial (outside) and Public Park use. To the east of the property is a specific use permit 1653 -Industrial (outside) potentially incompatible-limited to wood and lumber processing use. To the south of the property is a specific use permit 817-Industrial (outside) potentially incompatible industrial use limited to concrete or asphalt batching use. To the east of the property is an Industrial (inside) and Alcoholic beverage establishment use.

With the immediate area being mostly heavy industrial, staff finds the applicant's requested zoning change to an IM Industrial Manufacturing District to allow an industrial (outside) potentially incompatible industrial use limited to concrete or asphalt batching by SUP compatible with the surrounding properties provided staff's recommended conditions are approved.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The regulations in this chapter have been established in accordance with a comprehensive plan for the purpose of promoting the health, safety, morals, and general welfare of the city. Staff finds that each of these criteria are met by the proposed SUP.

The recommended five-year period would allow for establishment of the new use, while allowing another opportunity for review. The additional landscaping buffer yard, screening and material storage screening conditions of the SUP in conjunction with applicable TCEQ regulations will help migrate and control the transfer of dust and improve air quality onto adjacent properties.

Staff supports the applicant's request and finds the proposed rezoning to be appropriate for this area as it would not be detrimental to surrounding uses. This compatibility is further reflected in the development standards comparison table below

Development Standards:

The following is a comparison chart of the development standards for the current IR Industrial Research District and the proposed IM Industrial Manufacturing District.

District	Setback		Density	Height	Lot Cvrgr	Special Standards	Primary Uses
	Front	Side/Rear					
Existing: IR	15'	30' adjacent to res OTHER: No min.	2.0 FAR overall 0.75 office/retail 0.5 retail	200' 15 stories	80%	Proximity Slope Visual Intrusion	Industrial, wholesale distribution & storage, supporting office & retail
Proposed: IM	15' adj. to expressw ay, thoroughf are OTHER: No min.	30' adj. to Res. OTHER: No min.	2.0 FAR overall 0.75 lodging, office, retail, & personal service use 0.5 retail & personal service use	110' 8 stories	80%	Proximity Slope, Visual Intrusion	Industrial* wholesale distribution & storage, supporting office & retail

* A "potentially incompatible industrial use" listed in this subsection is permitted by SUP only in the IM district.

- Asphalt or concrete batching

Land Use Comparison

Following is a comparison table showing differences in permitted uses between the existing and proposed zoning districts.

LEGEND

	Use prohibited, highlighted row = use prohibited by deed restrictions
•	Use permitted by right
S	Use permitted by Specific Use Permit
D	Use permitted subject to Development Impact Review
R	Use permitted subject to Residential Adjacency Review
«	Consult the use regulations in Section 51A-4.200, 51A-4.213

	Existing	Proposed
Use	IR	IM
AGRICULTURAL USES		
Animal production		
Commercial stable		
Crop production	•	•
Private stable		
COMMERCIAL AND BUSINESS SERVICE USES		
Building repair and maintenance shop	R	R
Bus or rail transit vehicle maintenance or storage facility	R	R
Catering service	•	•
Commercial cleaning or laundry plant	R	R
Custom business services	•	•
Custom woodworking, furniture construction, or repair	•	•
Electronics service center	•	•
Job or lithographic printing	R	R
Labor hall	S, ★	S, ★
Machine or welding shop	R	R
Machinery, heavy equipment, or truck sales and services	R	R
Medical or scientific laboratory	•	•
Technical school	•	•
Tool or equipment rental	•	•
Vehicle or engine repair or maintenance	•	R
INDUSTRIAL USES		
Alcoholic beverage manufacturing	R	R

	Existing	Proposed
Use	IR	IM
Gas drilling and production	S	S
Gas pipeline compressor station		S
Industrial (inside)	★	S,R, ★
Industrial (inside) for light manufacturing	•	•
Industrial (outside)	★	S, R, ★
Medical/infectious waste incinerator	S	S
Metal salvage facility		S
Mining		S
Municipal waste incinerator	S	S
Organic compost recycling facility	S	R
Outside salvage or reclamation		S
Pathological waste incinerator	S	S
Temporary concrete or asphalt batching plant	★	★
INSTITUTIONAL AND COMMUNITY SERVICE USES		
Adult day care facility	•	•
Cemetery or mausoleum	S	S
Child-care facility	•	•
Church	•	•
College, university, or seminary	•	•
Community service center	•	
Convalescent and nursing homes, hospice care, and related institutions		
Convent or monastery		
Foster home		
Halfway house		
Hospital	R	S
Library, art gallery, or museum		
Open-enrollment charter school or private school		
Public school other than an open-enrollment charter school		
Public or private school	S	S
LODGING USES		
Extended stay hotel or motel	S	S
Hotel or motel	R	R
Lodging or boarding house	•	S
Overnight general purpose shelter	★	
MISCELLANEOUS USES		
Attached non-premise sign.	S	S

	Existing	Proposed
Use	IR	IM
Carnival or circus (temporary)	★	★
Hazardous waste management facility	★	•
Temporary construction or sales office	•	•
OFFICE USES		
Alternative financial establishment	S	S
Financial institution without drive-in window	•	•
Financial institution with drive-in window	R	R
Medical clinic or ambulatory surgical center	•	•
Office	•	•
RECREATION USES		
Country club with private membership	•	•
Private recreation center, club, or area	•	•
Public park, playground, or golf course	•	•
RESIDENTIAL USES		
College dormitory, fraternity, or sorority house		
Duplex		
Group residential facility		
Handicapped group dwelling unit		
Manufactured home park, manufactured home subdivision, or campground		
Multifamily		
Residential hotel		
Retirement housing		
Single family		
RETAIL AND PERSONAL SERVICE USES		
Alcoholic beverage establishments.	★	★
Ambulance service		
Animal shelter or clinic without outside runs	•	•
Animal shelter or clinic with outside runs	S, ★	S, ★
Auto service center	R	R
Business school	•	•
Car wash	R	R
Commercial amusement (inside)	S, ★	S, ★
Commercial amusement (outside)		
Commercial motor vehicle parking	S	S
Commercial parking lot or garage	R	R
Convenience store with drive-through	S	S
Drive-In theater		S
Dry cleaning or laundry store	•	•

	Existing	Proposed
Use	IR	IM
Furniture store	•	•
General merchandise or food store 3,500 square feet or less	•	•
General merchandise or food store greater than 3,500 square feet		
General merchandise or food store 100,000 square feet or more		
Home improvement center, lumber, brick or building materials sales yard	R	R
Household equipment and appliance repair	•	•
Liquefied natural gas fueling station	S	S
Liquor store		
Mortuary, funeral home, or commercial wedding chapel		
Motor vehicle fueling station	•	•
Nursery, garden shop, or plant sales		
Outside sales		
Paraphernalia shop	S	S
Pawn shop	•	•
Personal service use	•	•
Restaurant without drive-in or drive-through service	R	R
Restaurant with drive-in or drive-through service	D	D
Surface parking		
Swap or buy shop		
Taxidermist	•	•
Temporary retail use	•	•
Theater	•	•
Truck stop	S	S
Vehicle display, sales, and service	R	R
TRANSPORTATION USES		
Airport or landing field	S	S
Commercial bus station and terminal	R	R
Heliport	R	R
Helistop	R	R
Private street or alley		
Railroad passenger station	S	S
Railroad yard, roundhouse, or shops		S
STOL (short take-off or landing port)		S

	Existing	Proposed
Use	IR	IM
Transit passenger shelter	•	•
Transit passenger station or transfer center	S, ★	S, ★
UTILITY AND PUBLIC SERVICE USES		
Commercial radio or television transmitting station	•	•
Electrical generating plant		S
Electrical substation	•	•
Local utilities	S, R, ★	S, R, ★
Police or fire station	•	•
Post office	•	•
Radio, television, or microwave tower	R	R
Refuse transfer station		S
Sanitary landfill		S
Sewage treatment plant		S
Tower/antenna for cellular communication	★	★
Utility or government installation other than listed	S	S
Water treatment plant	S	R
WHOLESALE, DISTRIBUTION, AND STORAGE USES		
Auto auction		S
Building mover's temporary storage yard		S
Contractor's maintenance yard		R
Freight terminal	R	R
Livestock auction pens or sheds		S
Manufactured building sales lot	R	R
Mini-warehouse	•	•
Office showroom/warehouse	•	•
Outside storage	R	R
Petroleum product storage and wholesale		R
Recycling buy-back center	★	★
Recycling collection center	★	★
Recycling drop-off container	★	★
Recycling drop-off for special occasion collection	★	★
Sand, gravel, or earth sales and storage		R
Trade center	•	•
Vehicle storage lot		•
Warehouse	R	R

Landscaping:

Landscaping must be provided in accordance with the landscaping requirements in Article X, as amended and the additional landscape buffer requirements as called out in the SUP conditions as listed below.

BUFFER YARD. A minimum 10-foot-wide buffer yard landscape area must be provided along Spangler Road and Manana Drive as shown on the attached site plan. No buildings, structures (other than buffer walls or buffer fences), storage of materials, or parking may be located within the buffer yard. This buffer yard must contain the following elements:

- A. The buffer yard must contain tree plant materials from the Approved Tree List, but additional plants may be approved by the director.
- B. One large canopy tree must be provided for every 25 linear feet of frontage, arranged in double staggered rows. These canopy trees may not be placed closer than 20 feet apart.

Parking:

Parking must be provided in accordance with Chapter 51A. For an industrial (outside) use, the applicant must provide one space per 600 square feet of floor area, plus one space per 600 square feet of outside manufacturing area. The use does include existing trailers which requires one space per 600 square feet of floor area of indoor space. Depending upon the amount of outdoor manufacturing area, one space per 600 square feet of outside manufacturing area is also required but given the large size of the site meeting the standard parking requirements seems feasible.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to target intervention strategies more precisely in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets (A through C) to orange, representing the weakest markets (G through I). The area of request is in an "F" MVA area. The site is surrounded by the "F" MVA area in all directions immediately adjacent to the site.

Z234-328(TB)

List of Officers

OSI 2001 Manana Dr. LLC
Andrew Smith - CEO

CPC ACTION
February 20, 2025

Motion: It was moved to recommend **denial** of an application for 1) an IM Industrial Manufacturing District, and 2) a specific use permit for an industrial outside potentially incompatible industrial use limited to concrete or asphalt batching, on northeast corner of Spangler Road and Mañana Drive.

Maker: Carpenter
Second: Hampton
Result: Carried: 13 to 1

For: 13 - Chernock, Hampton, Herbert, Forsyth,
Shidid, Carpenter, Franklin, Sleeper,
Housewright, Nightengale, Hall, Kingston,
Rubin

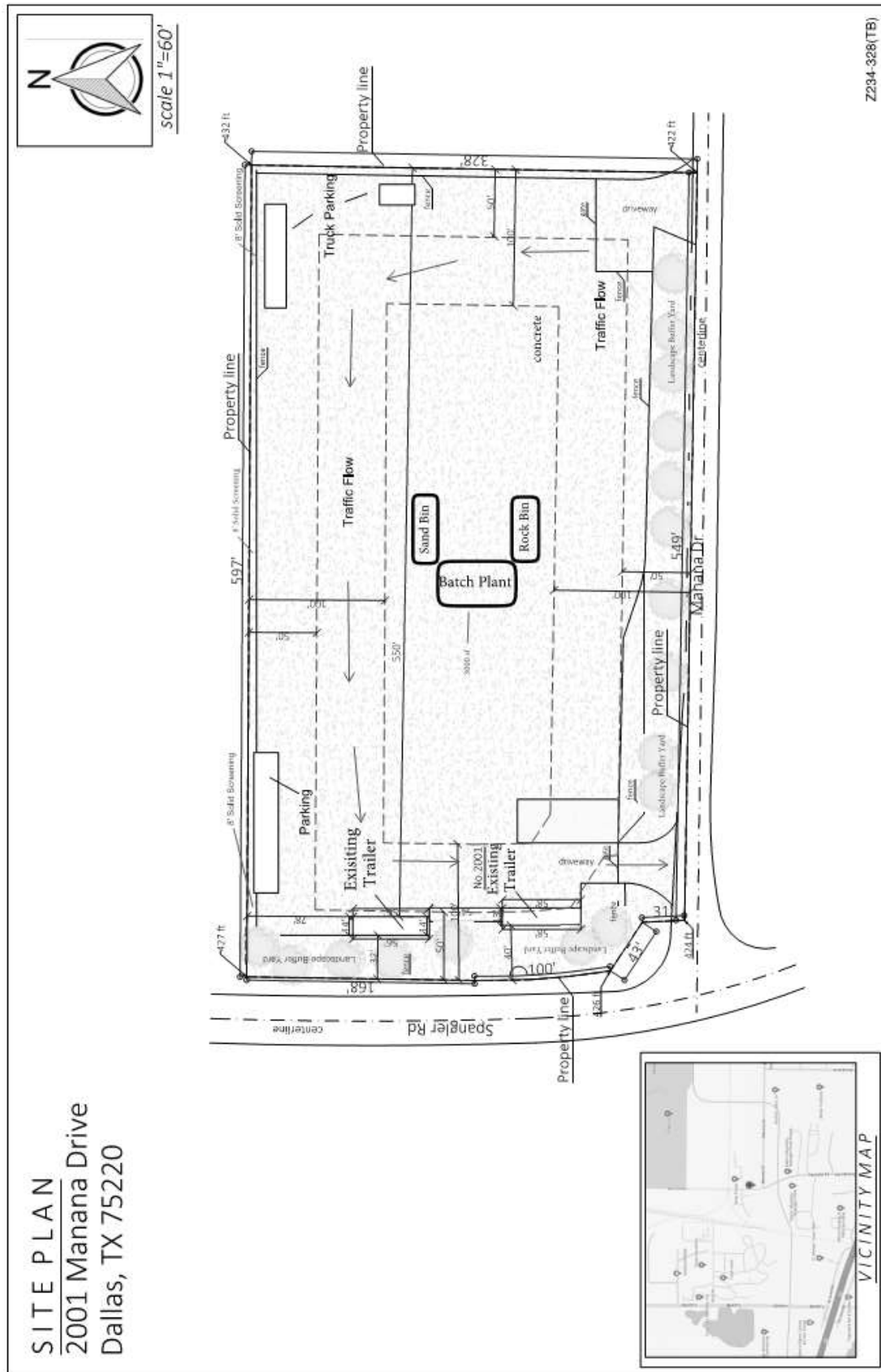
Against: 1 - Wheeler-Reagan
Absent: 0
Vacancy: 0
Conflict: 1 - Haqq*

*out of room when vote was taken

Notices:	Area: 300	Mailed: 11
Replies:	For: 0	Against: 0

Speakers: For: None
Against: Tim Dickey, 3134 Lockmoore Ln., Dallas, TX, 75220
Rudy Karimi, 6214 Goliad Ave., Dallas, TX, 75214
Garrett Boone, 2417 Loving Ave., Dallas, TX, 75214

Proposed SUP Site Plan



Proposed SUP Conditions

1. USE: The only use authorized by this specific use permit is an industrial (outside) not potentially incompatible use limited to a concrete or asphalt batch plant.
2. SITE PLAN: Use and development of the Property must comply with the attached site plan.
3. TIME LIMIT: This specific use permit expires on (five years from the passage of this ordinance)
4. LANDSCAPING: Landscaping must be provided and maintained in accordance with Article X of the Dallas Development Code, as amended.
5. BUFFER YARD. A minimum 10-foot-wide buffer yard landscape area must be provided along Spangler Road and Manana Drive as shown on the attached site plan. No buildings, structures (other than buffer walls or buffer fences), storage of materials, or parking may be located within the buffer yard. This buffer yard must contain the following elements:
 - A. The buffer yard must contain tree plant materials from the Approved Tree List, but additional plants may be approved by the director.
 - B. One large canopy tree must be provided for every 25 linear feet of frontage, arranged in double staggered rows. These canopy trees may not be placed closer than 20 feet apart.
6. DUST CONTROL:
 - (A) The following conditions must be met on an ongoing basis:
 - (1) Trucks must be loaded through a discharge equipped with a water ring that eliminates visible dust emissions.
 - (2) All permanent roads inside the plant must be paved, watered, and swept to eliminate visible dust emissions.
 - (3) The area between the sand/aggregate stockpiles and conveyor charge hopper used for vehicle traffic must be paved, watered, and swept as necessary to achieve maximum control of dust emissions. Other areas used for vehicle traffic must be watered as necessary to eliminate dust emissions.
 - (4) During operations, all stockpiles must be sprinkled with water or chemicals as necessary to eliminate visible dust emissions.

(5) The cement storage silos and cement weigh hopper must be vented to a fabric filter to eliminate visible dust emissions.

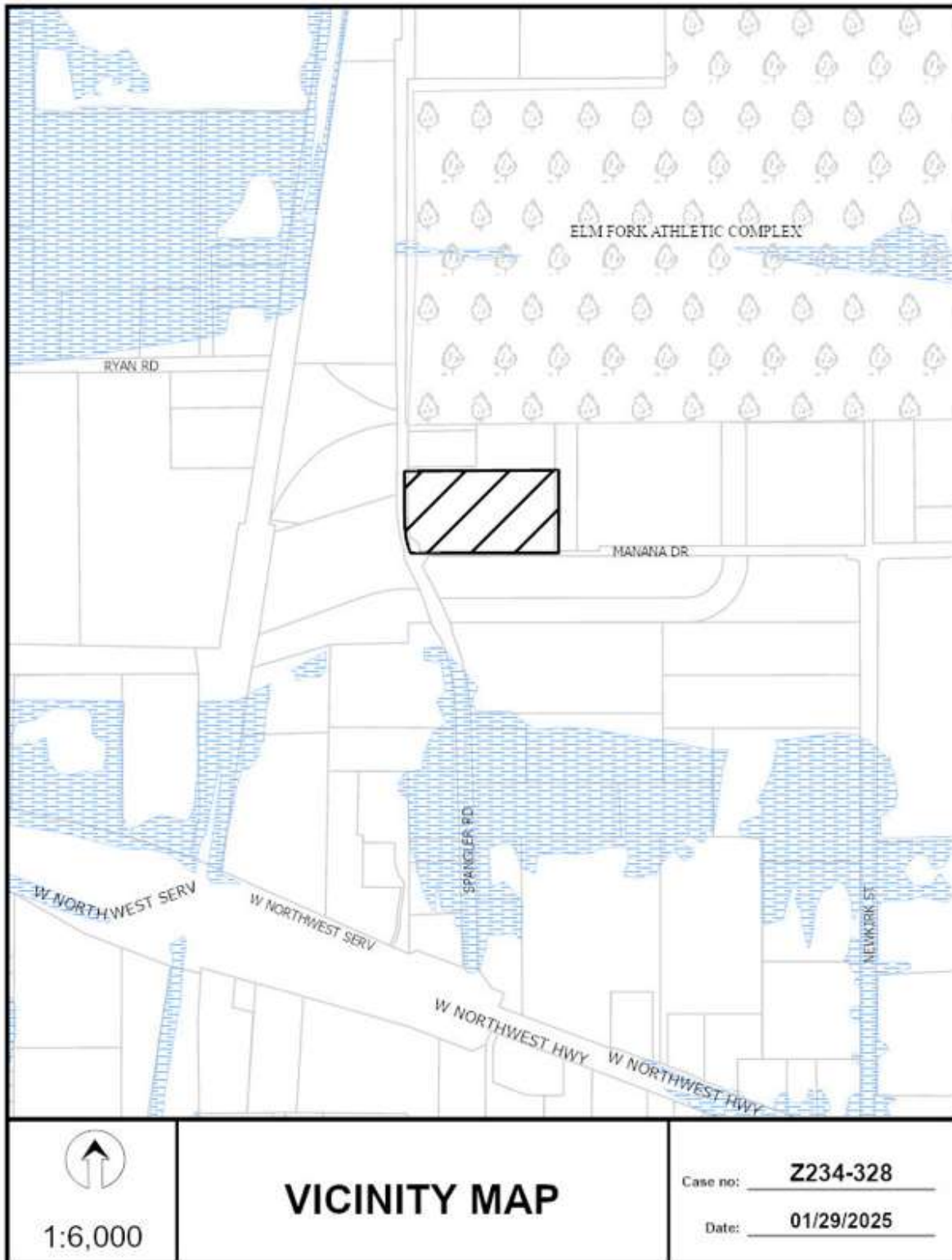
(6) During operations, the conveyor charge hopper must have a water spray sufficient to eliminate visible dust emissions.

(7) To avoid overloading, a mechanism must be installed on each cement storage silo to warn operator that the silo is full.

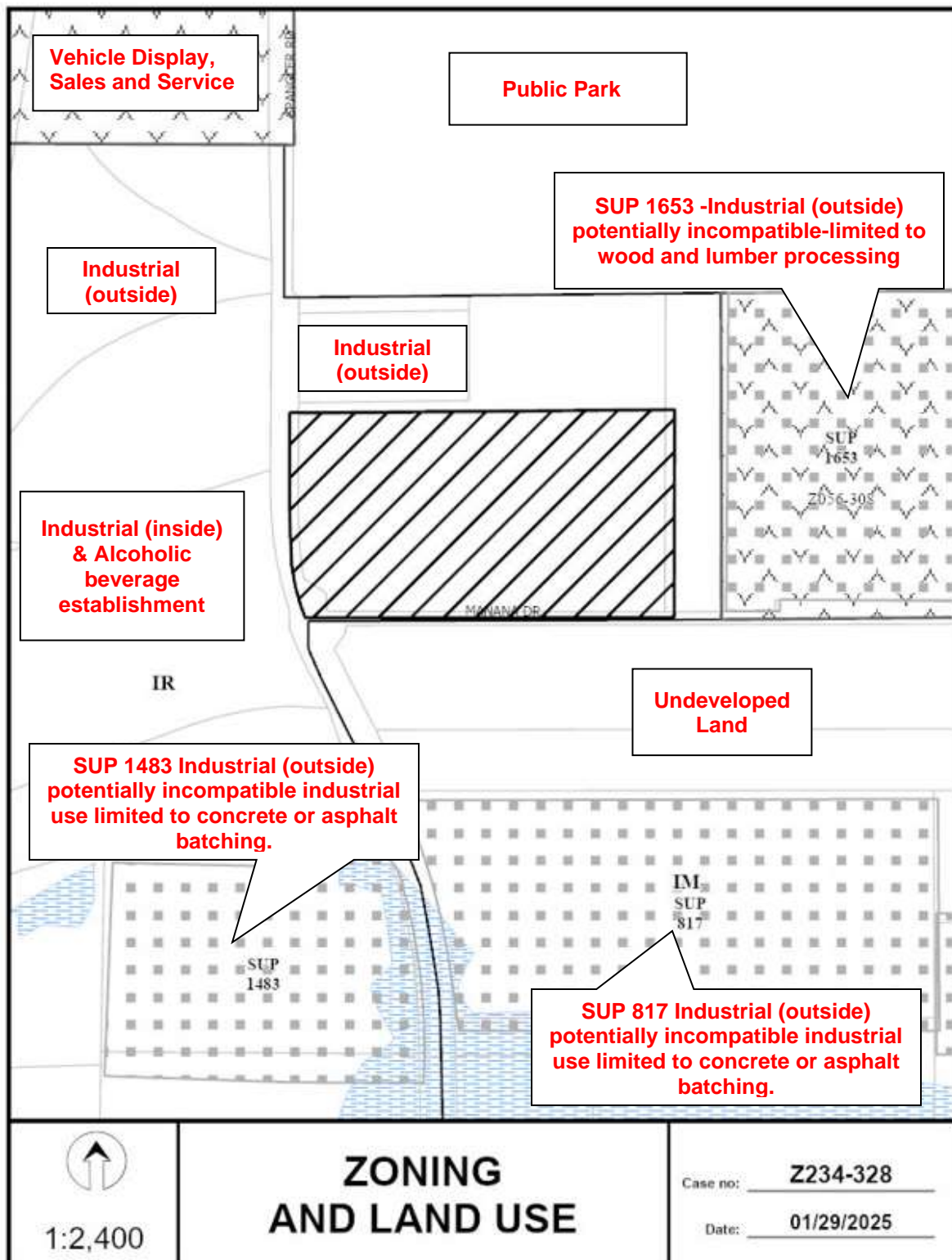
(8) Spillage of cement must be cleaned up and contained or dampened within 30 minutes so that emissions from wind erosion and/or vehicle traffic are minimized.

(B) A written ground and soot control plan incorporating existing and proposed infrastructure must be delivered to the director of Office of Environmental Quality and Sustainability and the director of Department of Planning and Development by Date.

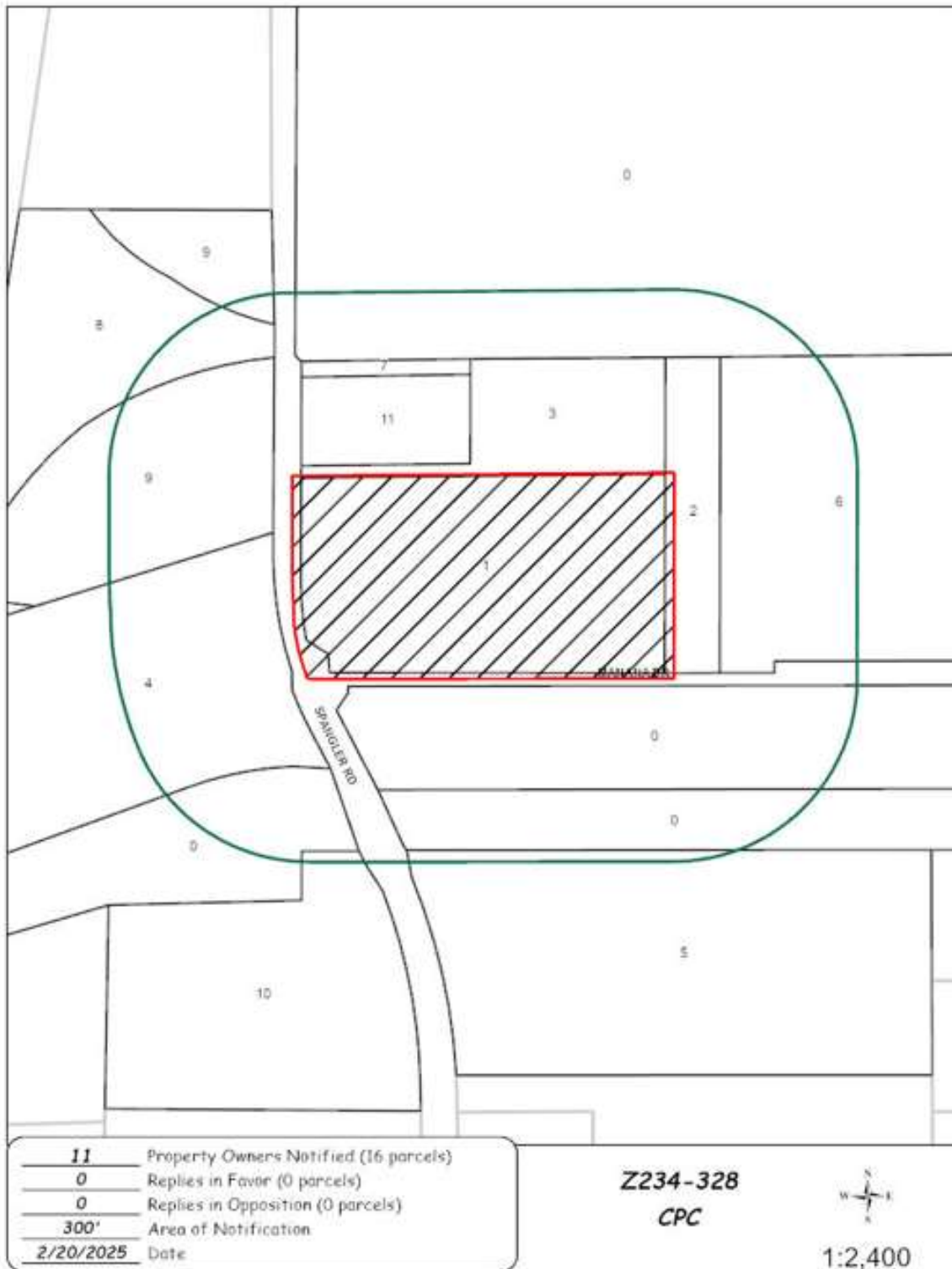
7. FLOOR AREA: The maximum floor area is 3,000 square feet in the location shown on the attached site plan.
8. INGRESS/EGRESS: Ingress and egress must be provided in the locations shown on the attached site plan. No other ingress or egress is permitted.
9. OUTSIDE STORAGE: Materials stored outside must be located in bins that are screened on three sides by 10-foot-high screening walls.
10. SCREENING: A minimum eight-foot-tall screening fence must be provided in the location shown on the attached site plan. The fence must either be solid or have screening elements, such as slats or mesh, to screen the interior of the Property.
11. STOCKPILE HEIGHT: Maximum stockpile height for materials in the sand/gravel stockpile area shown on the attached site and landscaping plan is 10 feet.
12. STORMWATER: Drainage systems must be kept clear of debris and maintained for designed flow and capacity.
13. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.
14. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.











02/19/2025

Reply List of Property Owners***Z234-328******11 Property Owners Notified******0 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	2001	MANANA DR	OSI 2001 MANANA DR LLC
2	2001	MANANA DR	STEVEN M FREE FAMILY LTD PS
3	2001	MANANA DR	SANCHEZ FOOD & CO INC
4	10737	SPANGLER RD	OSI 10737 SPANGLER RD LLC
5	10610	SPANGLER RD	TXI OPERATIONS LP
6	2101	MANANA RD	STEVEN M FREE LIMITED PARTNERSHIP
7	2001	MANANA DR	GT MGMT INC
8	10737	SPANGLER RD	RODRIGUEZ MARIO ALBERTO &
9	10737	SPANGLER RD	RODRIGUEZ MARIO ALBERTO
10	10615	SPANGLER RD	AHSU LLC
11	10730	SPANGLER RD	SANCHEZ FOODS & CO INC



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-1056A

Item #: Z8.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 5
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

A public hearing to receive comments regarding an application for the termination of Deed Restriction Z834-294 on property zoned a CR Community Retail District, on the south line of Bruton Road, between North Prairie Creek Road and Riverway Drive

Recommendation of Staff: Approval

Recommendation of CPC: Denial without prejudice

Z234-350(LC)

FILE NUMBER: Z234-350(LC) **DATE FILED:** October 1, 2024

LOCATION: South line of Bruton Road, between North Prairie Creek Road and Riverway Drive

COUNCIL DISTRICT: 5

SIZE OF REQUEST: ±31, 200 square feet **CENSUS TRACT:** 4811309204

OWNER/APPLICANT: Amar Daddy Only, Inc.

REPRESENTATIVE: Diana Gomez, Building Scale

REQUEST: An application for the termination of Deed Restriction Z834-294 on property zoned a CR Community Retail District.

SUMMARY: The purpose of the request is to remove the existing deed restriction to operate under standard regulations of a CR Commercial Retail District and allow general retail.

CPC RECOMMENDATION: Denial without prejudice.

STAFF RECOMMENDATION: Approval.

BACKGROUND INFORMATION:

- The area of request is currently an undeveloped lot, with existing vegetation, zoned a CR Community Retail District (approx. 31,200 square feet in total size).
- Geographically located in Southeast Dallas, close to the Mesquite border and approximately 15 miles from downtown Dallas.
- This lot has frontage, only on Bruton Road, of approximately 242 feet.
- The purpose of the request is to remove the existing deed restriction to operate under standard regulations of a CR Commercial Retail District and allow general retail.
- Existing Deed Restriction Z834-294 was established February 13, 1985, and enforced to restrict the current property from the following uses: convenience store and gas station.
- Deed Restriction Z834-294 has a time period of 25 years with auto extension for 10-year periods.
- Applicant is proposing to construct a new shopping center, with convenience store and gas station. Applicant proposes an approximately 7,778-square-foot building divided into five suites. The building height is proposed to be 36-feet, three-inches with a top plate height of 20 feet.
- To accomplish this, the applicant is requesting termination of existing deed restrictions.

Zoning History:

There has been one zoning case in the area in the last five years.

1. **Z201-231:** On Wednesday January 26, 2022 City Council approved an application for the sale of alcoholic beverages in conjunction with a general merchandise or food store 3,500 square feet or less on property zoned an CR-D-1 Community Retail District with a D-1 Liquor Control Overlay, on the northeast corner of Bruton Road and North Prairie creek Road.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing/Proposed ROW
Bruton Road	Principal Arterial (PA)	100 feet
North Prairie Creek Road	Principal Arterial (PA)	100 feet
Riverway Drive	Local Street	--

Traffic:

The Transportation Development Services Division of the Transportation Department has reviewed the request and determined that it will not significantly impact the surrounding roadway system. Staff will continue review of engineering plans at permitting to comply with city standards.

STAFF ANALYSIS:**Comprehensive Plan:**

The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006 and outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request.

The request would comply with the following land use goals and policies of the Comprehensive Plan:

LAND USE ELEMENT**GOAL 1.1 ALIGN LAND USE STRATEGIES WITH ECONOMIC DEVELOPMENT PRIORITIES**

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

ECONOMIC ELEMENT**GOAL 2.1 PROMOTE BALANCED GROWTH**

Policy 2.1.1 Ensure that zoning is flexible enough to respond to changing economic conditions.

GOAL 2.5 FOSTER A CITY OF GREAT NEIGHBORHOODS

Policy 2.5.1 Promote strong and distinctive neighborhoods to enhance Dallas' quality of life.

URBAN DESIGN ELEMENT

GOAL 5.2 STRENGTHEN COMMUNITY AND NEIGHBORHOOD IDENTITY

Policy 5.2.1 Maintain neighborhood scale and character.

Area Plans

No area plans to mention.

Land Use:

	Zoning	Land Use
Site	CR Community Retail District w/ DR Z834-294	Vacant/undeveloped lot
North	CR Community Retail w/ SUP No. 2428 & D-1 Dry Overlay and MF-2(A) Multifamily District	Retail and multifamily
South	R-7.5(A) Single Family District	Single Family
East	R-7.5(A) Single Family District	Single Family
West	CR Community Retail w/ D-1 Dry Overlay	Retail and undeveloped lots

Land Use Compatibility:

The area of request is currently an undeveloped lot, with existing vegetation, zoned a CR Community Retail District (approx. 31,200 square feet in total size).

As detailed in the land use chart above to the north and west of the property are existing commercial uses, with a mix of single family residential and some undeveloped lots. There is also existing SUP No. 2428 and D-1 Dry Overlay to the west. To the south and east are mostly single family residential uses. Although there is a mix of residential and commercial uses existing immediately adjacent to the subject site, staff believes the intended and proposed use would benefit this community. Based on the exhibits and

renderings provided by the applicant, the proposed development stands to provide benefits to the community economically and positively impact the surrounding uses. This new development could provide jobs, healthier food options and convenience to higher quality products within walking distance of residents. With these potential benefits staff finds the applicant's request to terminate the deed restriction to allow the property to operate under traditional CR Community Retail District to be appropriate and compatible with the surrounding and immediate area.

Staff supports the applicant's request. Compatibility is further reflected in the development standards comparison table below.

Development Standards:

The following is a comparison chart of the development standards for the current CR Community Retail District with existing deed restriction and the proposed CR Community Retail District without the deed restriction.

District	Setback		Density	Height	Lot Cvrg	Special Standards	Primary Uses
	Front	Side/Rear					
Existing: CR w/ DR	15'	20' adjacent to res OTHER: No min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office*
Proposed: CR	15'	20' adjacent to res OTHER: No min.	0.75 FAR overall 0.5 office	54' 4 stories	60%	Proximity Slope Visual Intrusion	Retail & personal service, office*

*note: the only change(s) are the allowed uses if the existing deed restriction is terminated. This will allow the uses of gas station and convenience store to be permitted by right, on the property, under the traditional CR Community Retail District.

Land Use Comparison

Following is a comparison table showing differences in permitted uses between the existing and proposed zoning districts.

LEGEND

	Use prohibited, highlighted row = use prohibited by deed restrictions
•	Use permitted by right
S	Use permitted by Specific Use Permit
D	Use permitted subject to Development Impact Review
R	Use permitted subject to Residential Adjacency Review
«	Consult the use regulations in Section 51A-4.200, 51A-4.213

	Existing	Proposed
Use	CR w/ DR	CR
AGRICULTURAL USES		
Animal production		
Commercial stable		
Community garden		
Crop production	•	•
Market garden		
Private stable		
COMMERCIAL AND BUSINESS SERVICE USES		
Building repair and maintenance shop	R	R
Bus or rail transit vehicle maintenance or storage facility		
Catering service	•	•
Commercial bus station and terminal		
Commercial cleaning or laundry plant		
Custom business services	•	•
Custom woodworking, furniture construction, or repair		
Electronics service center	•	•
Job or lithographic printing [3,500 sf or less.]		
Labor hall		
Machine or welding shop		
Machinery, heavy equipment, or truck sales and services		
Medical or scientific laboratory	S	S
Technical school		
Tool or equipment rental	•	•
Vehicle or engine repair or maintenance		
INDUSTRIAL USES		
Alcoholic beverage manufacturing		
Gas drilling and production	S	S
Gas pipeline compressor station		
Industrial (inside)		
Industrial (inside) for light manufacturing		
Industrial (outside)		
Medical/infectious waste incinerator		
Metal salvage facility		
Mining		
Municipal waste incinerator		
Organic compost recycling facility		
Outside salvage or reclamation		
Pathological waste incinerator		

	Existing	Proposed
Use	CR w/ DR	CR
Temporary concrete or asphalt batching plant	S	S
INSTITUTIONAL AND COMMUNITY SERVICE USES		
Adult day care facility		
Cemetery or mausoleum	S	S
Child-care facility		
Church	•	•
College, university, or seminary	•	•
Community service center	S	S
Convalescent and nursing homes, hospice care, and related institutions		
Convent or monastery	•	•
Foster home		
Halfway house		
Hospital	S	S
Library, art gallery, or museum	•	•
Open enrollment charter school or private school	S	S
Public or private school	R	R
Surface accessory remote parking		
LODGING USES		
Extended stay hotel or motel		
Hotel or motel	S	S
Lodging or boarding house	S	S
Overnight general purpose shelter	«	«
Short-term rental lodging		
MISCELLANEOUS USES		
Attached non-premise sign	S	S
Carnival or circus (temporary)	«	«
Hazardous waste management facility		
Placement of fill material		
Temporary construction or sales office	•	•
OFFICE USES		
Alternative financial establishment	S	S
Financial institution without drive-in window	•	•
Financial institution with drive-in window	D	D
Medical clinic or ambulatory surgical center	•	•
Office	•	•
RECREATION USES		
Country club with private membership	•	•
Private recreation center, club, or area	•	•

	Existing	Proposed
Use	CR w/ DR	CR
Public park, playground, or golf course	•	•
RESIDENTIAL USES		
College dormitory, fraternity, or sorority house	•	•
Duplex		
Group residential facility		
Handicapped group dwelling unit		
Live-work unit. [Only one dwelling unit per lot.]		
Manufactured home park, manufactured home subdivision, or campground		
Multifamily		
Residential hotel		
Retirement housing		
Single family		
RETAIL AND PERSONAL SERVICE USES		
Alcoholic beverage establishments	«	«
Ambulance service	R	R
Animal shelter or clinic without outside runs	R	R
Animal shelter or clinic with outside runs		
Auto service center	R	R
Business school	•	•
Car wash	D	D
Commercial amusement (inside)	S,«	S,«
Commercial amusement (outside)	S	S
Commercial motor vehicle parking		
Commercial parking lot or garage	R	R
Convenience store with drive-through		S
Drive-in theater		
Dry cleaning or laundry store	•	•
Food or beverage store. [SUP if less than 5,000 sf.]		
Furniture store	•	•
General merchandise store.		
General merchandise or food store 3,500 square feet or less	•	•
General merchandise or food store greater than 3,500 square feet	•	•
General merchandise or food store 100,000 square feet or more	S	S
Home improvement center, lumber, brick or building materials sales yard	D	D
Household equipment and appliance repair	•	•

	Existing	Proposed
Use	CR w/ DR	CR
Liquefied natural gas fueling station		
Liquor store	•	•
Mortuary, funeral home, or commercial wedding chapel	•	•
Motor vehicle fueling station	•	•
Nursery, garden shop, or plant sales	•	•
Outside sales		
Paraphernalia shop	S	S
Pawn shop	•	•
Personal service use	•	•
Restaurant without drive-in or drive-through service	R	R
Restaurant with drive-in or drive-through service	D	D
Surface parking		
Swap or buy shop	S	S
Taxidermist		
Temporary retail use	•	•
Theater	•	•
Tobacco shop		
Truck stop		
Vehicle display, sales, and service		
TRANSPORTATION USES		
Airport or landing field		
Commercial bus station and terminal		
Heliport		
Helistop		
Private street or alley		
Railroad passenger station		
Railroad yard, roundhouse, or shops		
STOL (short take-off or landing port)		
Transit passenger shelter	•	•
Transit passenger station or transfer center	S, «	S, «
UTILITY AND PUBLIC SERVICE USES		
Commercial radio or television transmitting station	•	•
Electrical generating plant		
Electrical substation	•	•
Local utilities	S, R, «	S, R, «
Police or fire station	•	•
Post office	•	•
Radio, television, or microwave tower	S	S
Refuse transfer station		

	Existing	Proposed
Use	CR w/ DR	CR
Sanitary landfill		
Sewage treatment plant		
Tower/antenna for cellular communication	«	«
Utility or government installation other than listed	S	S
Water treatment plant		
WHOLESALE, DISTRIBUTION, AND STORAGE USES		
Auto auction		
Building mover's temporary storage yard		
Contractor's maintenance yard		
Freight terminal		
Livestock auction pens or sheds		
Manufactured building sales lot		
Mini-warehouse	S	S
Office showroom/warehouse		
Outside storage		
Petroleum product storage and wholesale		
Recycling buy-back center	«	«
Recycling collection center	«	«
Recycling drop-off container	«	«
Recycling drop-off for special occasion collection	«	«
Sand, gravel, or earth sales and storage		
Trade center		
Vehicle storage lot		
Warehouse		
Accessory Use	CR w/ DR	CR
Community center (private)		
Day home		
Game court (private)		
General waste incinerator		
Helistop	S	S
Home occupation		
Medical/infectious waste incinerator	S,«	S,«
Outside display of merchandise		
Outside sales		
Outside storage		
Pathological waste incinerator		
Pedestrian skybridge		
Private stable		

	Existing	Proposed
Use	CR w/ DR	CR
Swimming pool (private)		

Landscaping:

Landscaping must be provided in accordance with the landscaping requirements in Article X, as amended.

Parking:

Under the requested termination of existing deed restriction and existing CR Community Retail District, the applicant proposes a shopping center, convenience store and gas station. Pursuant to the Dallas Development Code, the off-street parking requirement for those uses within a CR Community Retail District varies depending upon square footage.

At permitting, the applicant would be required to comply with the standard parking ratios for the specified use, as well as any other uses permitted under the proposed CR Community Retail District.

Market Value Analysis:

Market Value Analysis (MVA), is a tool to aid residents and policy-makers in understanding the elements of their local residential real estate markets. It is an objective, data-driven tool built on local administrative data and validated with local experts. The analysis was prepared for the City of Dallas by The Reinvestment Fund. Public officials and private actors can use the MVA to target intervention strategies more precisely in weak markets and support sustainable growth in stronger markets. The MVA identifies nine market types (A through I) on a spectrum of residential market strength or weakness. As illustrated in the attached MVA map, the colors range from purple representing the strongest markets (A through C) to orange, representing the weakest markets (G through I). The area of request is in an “H” MVA area. The site is surrounded by the “H” MVA area to the east, south and west immediately adjacent to the site. The north of the site is the “F” MVA area.

List of Officers

AMAR Daddy Only, Inc.

Manpreet Walia, CEO

Building Scale

Alma Villafana, CEO

Timothy Medina, Commercial Representative

Diana Gomez, Commercial Representative

CPC Action

March 6, 2025

Motion: It was moved to recommend **denial without prejudice** of an application for the termination of Deed Restriction Z834-294 on property zoned a CR Community Retail District, on the south line of Bruton Road, between North Prairie Creek Road and Riverway Drive.

Maker: Shidid
Second: Carpenter
Result: Carried: 15 to 0

For: 15 - Chernock, Hampton, Herbert, Forsyth,
Shidid, Carpenter, Wheeler-Reagan,
Franklin, Sleeper, Housewright,
Nightengale, Haqq, Hall, Kingston, Rubin

Against: 0
Absent: 0
Vacancy: 0

Notices: Area: 200 Mailed: 25
Replies: For: 1 Against: 0

Speakers: For: Man Preet Walia, 519 Bellah Dr., Irving, TX, 75062
Against: None

**EXISTING DEED RESTRICTION
(TO BE TERMINATED)**

COUNCIL CHAMBER 850562

February 13, 1985

WHEREAS, the deed restrictions in the attached instrument have been volunteered in conjunction with a request for a GR General Retail District zoning which was approved by the City Council January 23, 1985, on Zoning Case #Z834-294/6457-S on property on the south side of Bruton Road, east of Prairie Creek Boulevard; and,

WHEREAS, said deed restrictions have been approved as to form and content.

Now, Therefore,

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

Section 1. That the deed restrictions as set forth in the attached instrument be and are hereby accepted by the City Council of the City of Dallas, Texas, to be used in conjunction with the development of property zoned a GR General Retail District as described in Ordinance 18584.


Section 2. That said deed restrictions shall be filed with the County Clerk of Dallas County, Texas, to be recorded in the Deed Records of Dallas County, Texas.

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

cc: Building Inspection - 2
Planning and Development - 2

0095P/101P

Approved as to Form
ARALENIE MONSIE, City Attorney

By 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

FEB 13 1985


City Secretary

APPROVED

HEAD OF DEPARTMENT

APPROVED

DIRECTOR OF FINANCE

APPROVED

CITY MANAGER

EXISTING DEED RESTRICTION (TO BE TERMINATED)

850562

DEED RESTRICTIONS

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

7,99 DEED
102/15/50

THAT WHEREAS, Anne B. Ellis, hereinafter called the Declarant, is the owner of all that certain real property located in Dallas, Dallas County, Texas, described in Exhibit "A" which is incorporated herein as if fully set forth (the "Property").

That the undersigned does hereby impress all of the Property described in Exhibit "A" with the following deed restrictions, to-wit:

1. Multiple family uses, service stations, and drive-in restaurants as those terms are defined in the Dallas Development Code are not permitted on the Property. Convenience stores are also not permitted on the Property. "Convenience stores" means stores selling less than a full line of grocery items; provided, however, this definition does not include food stores selling primarily health foods and/or natural foods or a store selling primarily meat, fish and poultry products.
2. Structures erected on the Property are limited to one (1) story not to exceed twenty-two (22) feet in height.
3. If a building is erected on the Property, a concrete or masonry screening fence, not less than six (6) feet in height, must be erected at or near the Southern property line of the Property and at all times thereafter be maintained. A similar fence must be erected along the easterly property line and maintained thereafter for so long as the tract of land adjacent to the east property line of the Property is subject to a single family residential zoning classification; provided, however, that the fence on the east property line may not extend past the building line as it exists as of the execution date hereof.

These restrictions shall continue in full force and effect for a period of twenty-five (25) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless terminated in the manner specified herein.

These restrictions shall not be altered, amended or terminated without a public hearing before the City Plan Commission and the City Council of the City of Dallas. Notice of such public hearings shall be given as would be required by law for a zoning change on the Property described herein.

DEED RESTRICTIONS - Page 1

85033 1922
#834-294/4457-5

**EXISTING DEED RESTRICTION
(TO BE TERMINATED)**

850562

The restrictions contained herein are not in any manner intended to restrict the right of the City Council of the City of Dallas to exercise its legislative duties and powers insofar as zoning of the Property is concerned.

These restrictions inure to the benefit of the City of Dallas, and the City of Dallas does hereby reserve the right to prosecute, at law and in equity, against the person violating or attempting to violate such restrictions, either to prevent him from so doing and to correct such violation and for further remedy, the City of Dallas may withhold the Certificate of Occupancy necessary for the lawful use of the Property until such restrictions described herein are fully complied with.

These restrictions are hereby declared covenants running with the land shall be fully binding upon all persons acquiring Property within the above described tract, and any person by acceptance of title to any of the above described Property shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants.

EXECUTED this 21st day of January, A.D. 1984.⁵

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Anne B. Ellis
Anne B. Ellis

Attest:
ARLENE M. M. O. Attorney
By: [Signature]
Notary Public

This instrument was acknowledged before me this 21st day of January, 1984, by Anne B. Ellis.

[Signature]
Notary Public

My Commission Expires:

[Signature]
(SEAL)

**EXISTING DEED RESTRICTION
(TO BE TERMINATED)**

856562

EXHIBIT "A"

LOTS 15 and 16, BLOCK 10/6315 of BRUTON TERRACE NO. 4 ANNEX, THIRD INSTALLMENT, an Addition to the City of Dallas, Texas, according to the Map thereof recorded in Volume 42, Page 179, Map Records, Dallas County, Texas; and being the same lands conveyed to Anne S. Ellis by deeds dated August 28, 1980, and recorded in Volume 80173, Page 1206 and Volume 80174, Page 1707, Deed Records, Dallas County, Texas.

85033 1924

**EXISTING DEED RESTRICTION
(TO BE TERMINATED)**

Received
DEC 12 1994
ZONING ADMINISTRATION

RECEIVED
JAN 01 1995
ZONING OFFICE

COUNTY CLERK, Dallas County, Texas
FEB 15 1995
STATE OF TEXAS
I hereby certify that this instrument was filed in the
proper county and that the instrument was duly recorded
in the public records of the county and that the
instrument is a true and correct copy of the original
instrument as recorded in the public records of the
county.

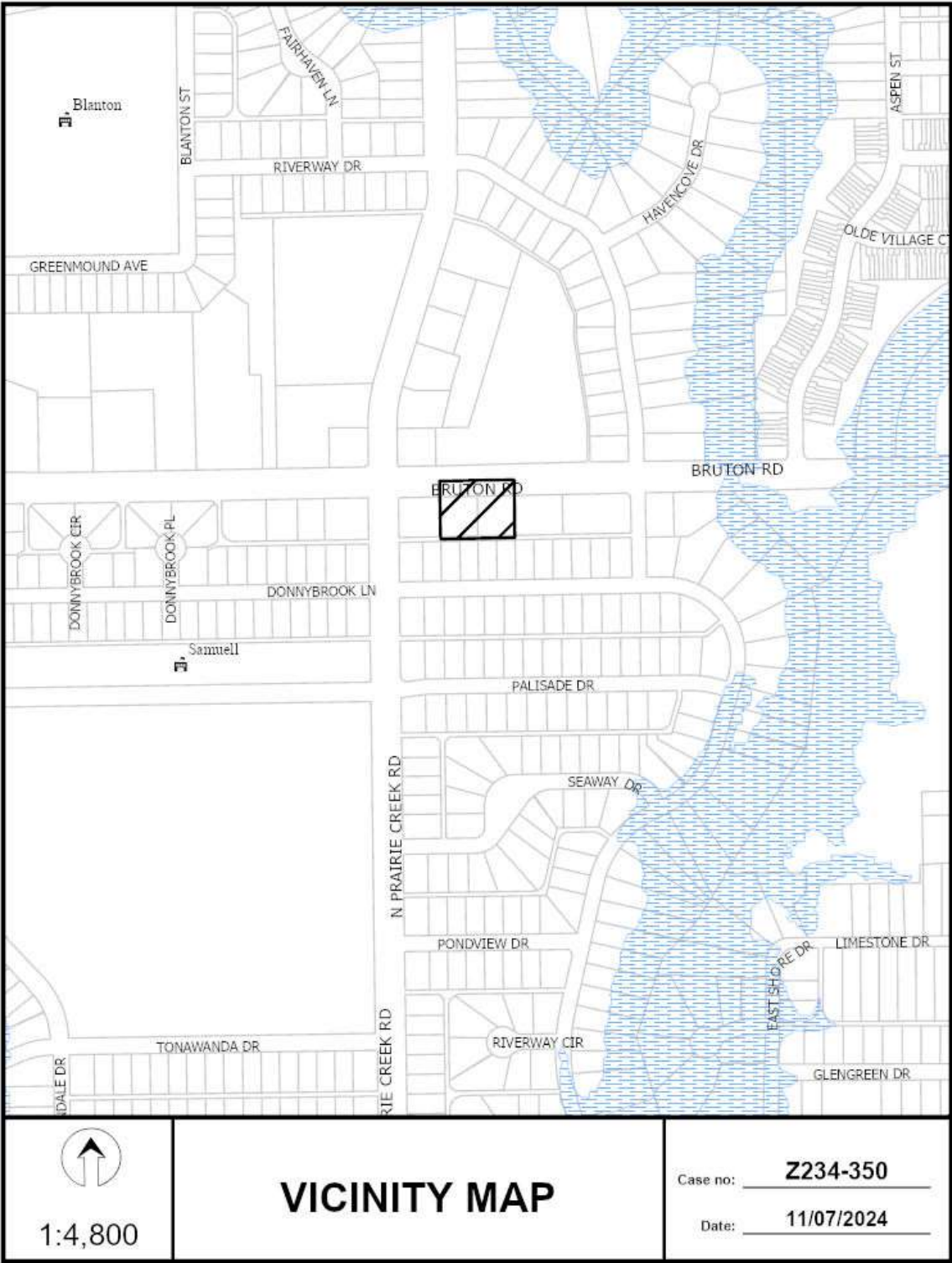
No. 85-0562
Return to City Secretary
City Hall
Dallas, Texas 75201

FILED
FEB 15 1995
11:14

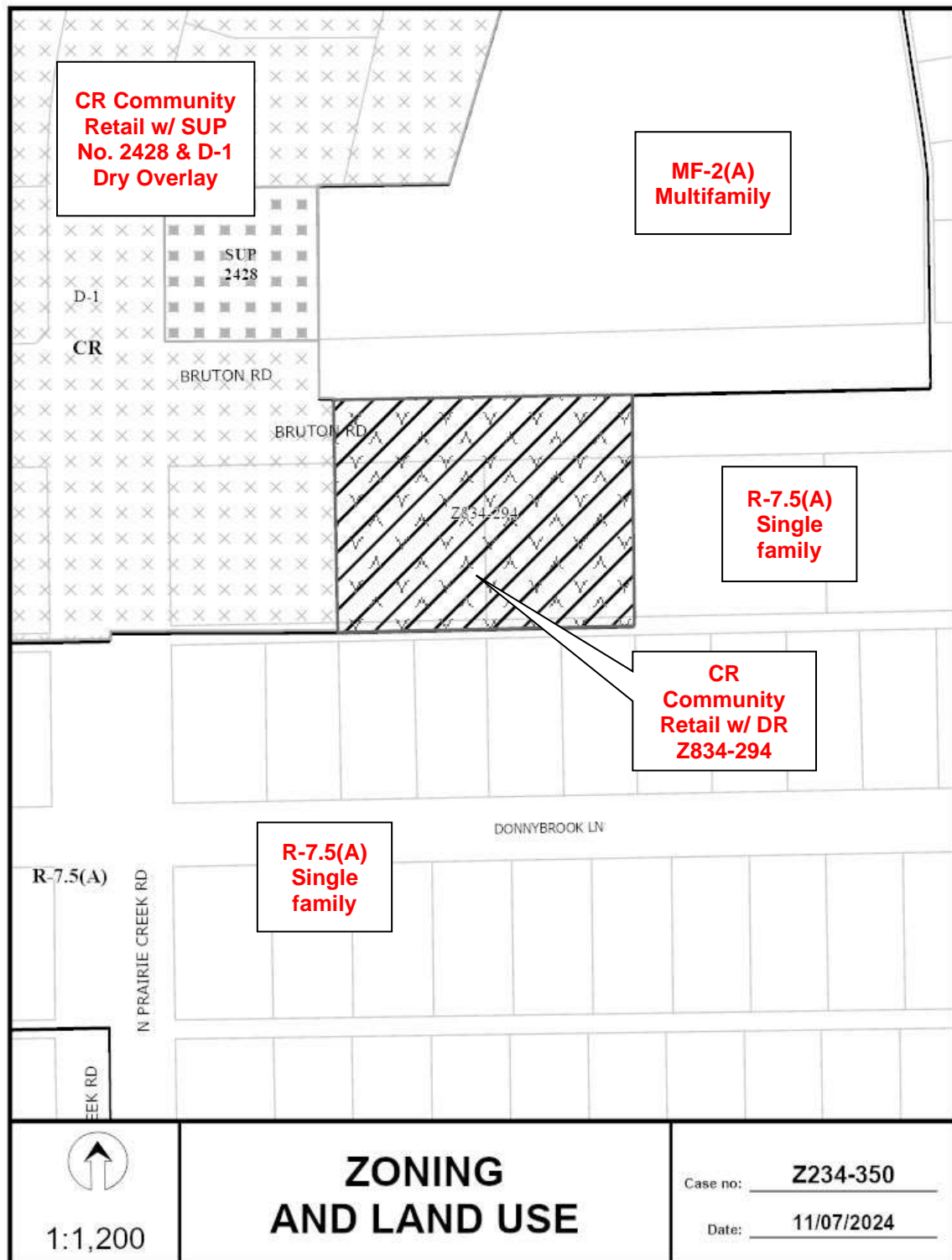
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FEB 15 AM 11:19

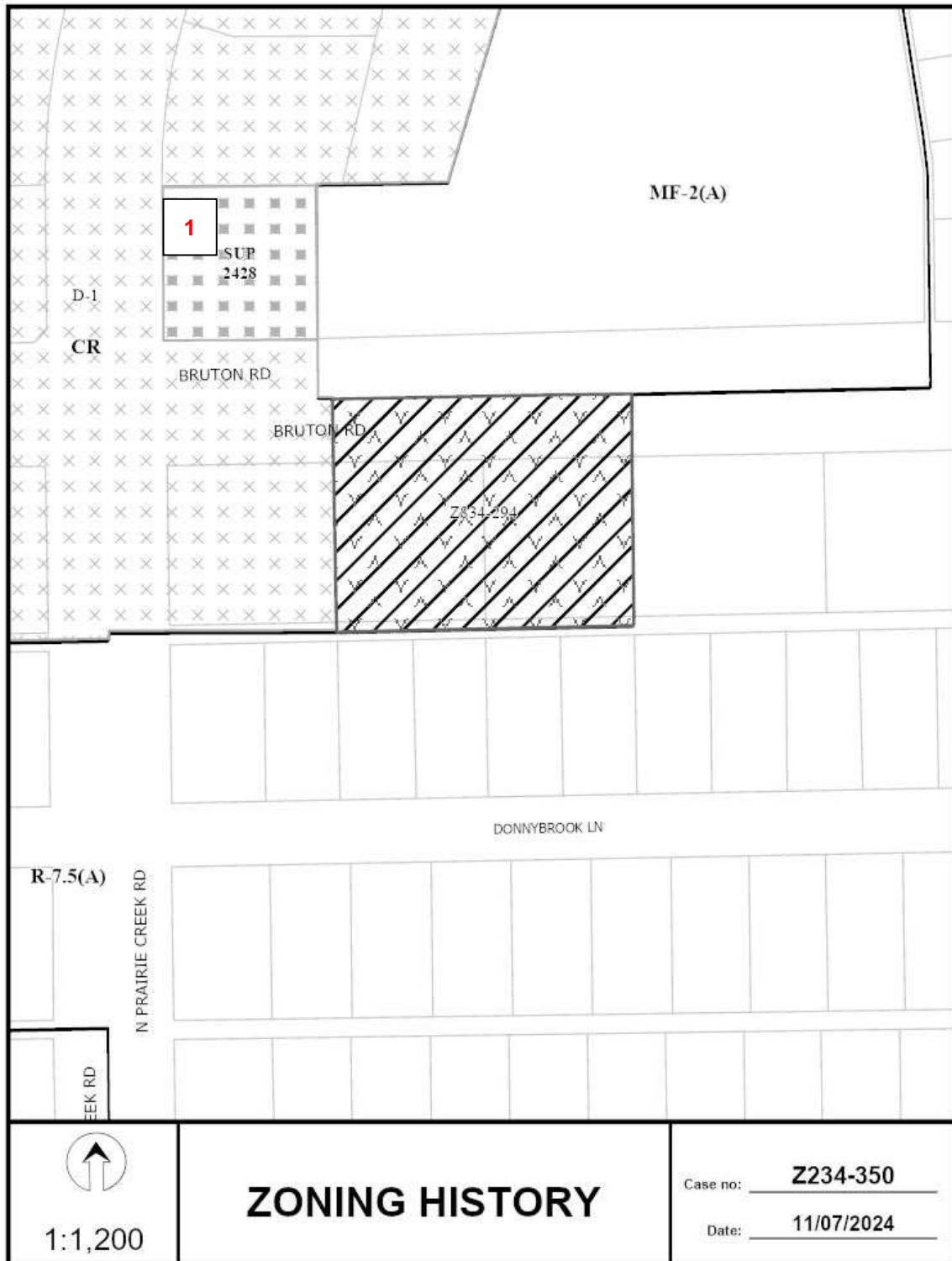
FILED
FEB 15 1995
COUNTY CLERK
DALLAS COUNTY

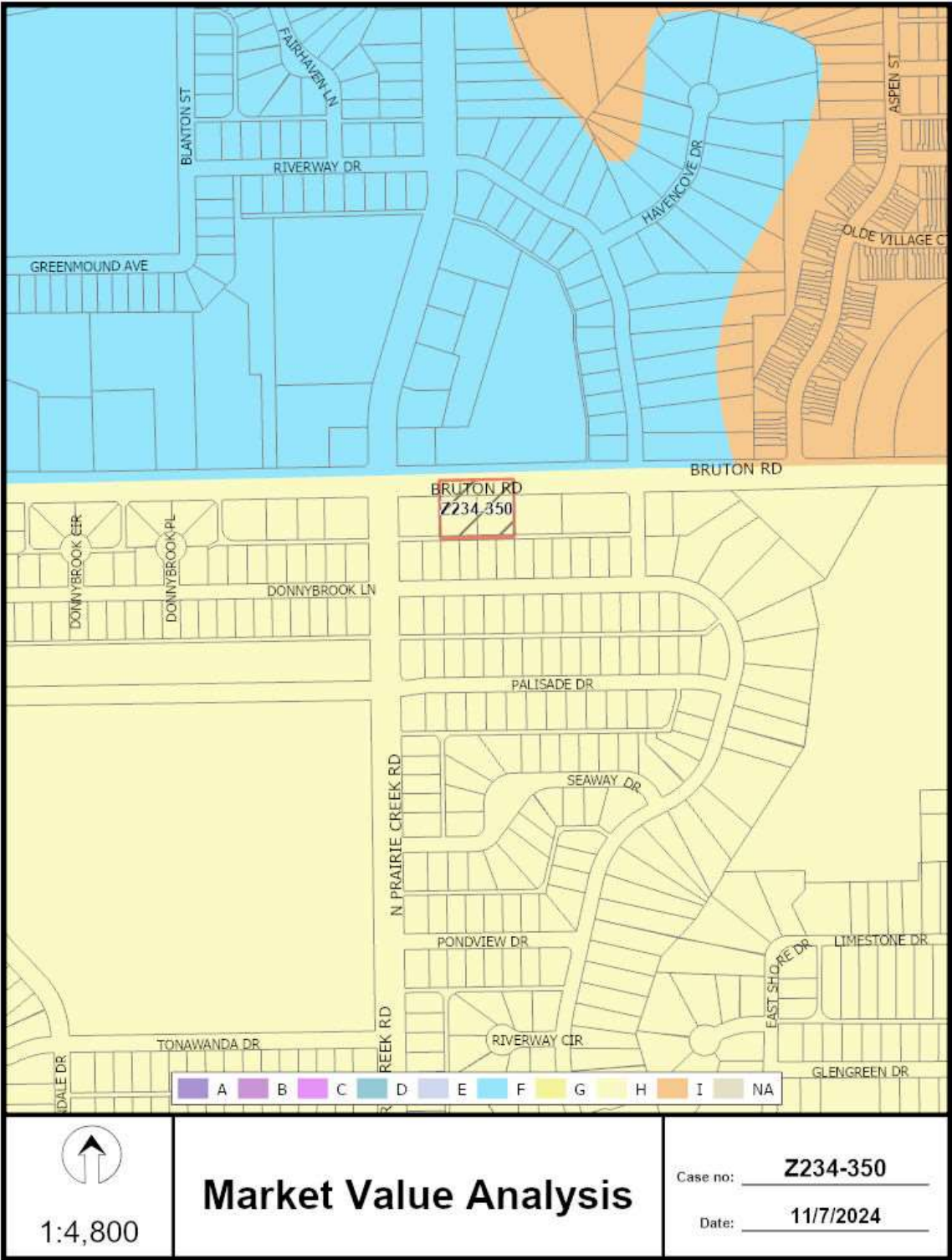
5261 93058

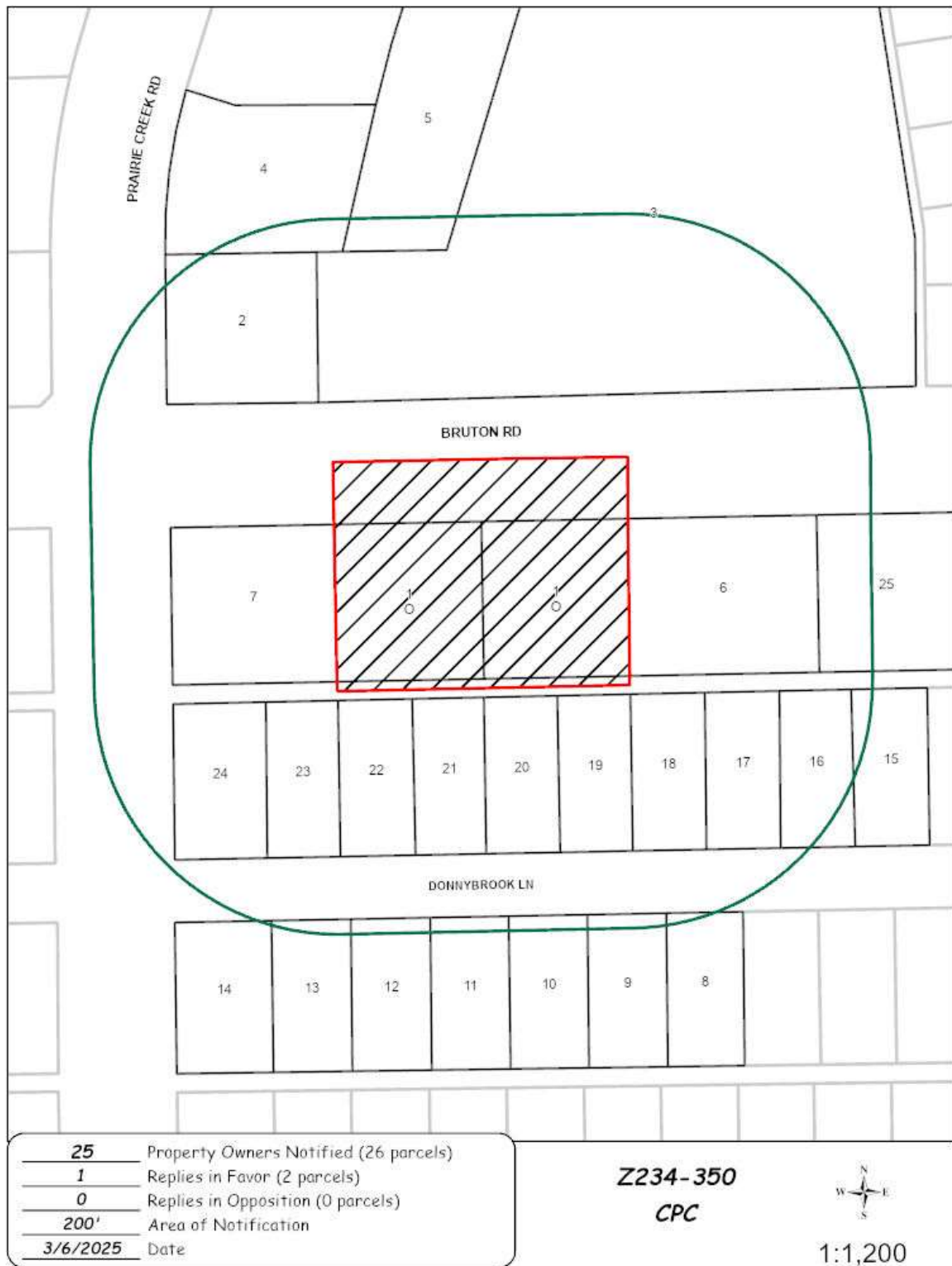












03/05/2025

Reply List of Property Owners***Z234-350******25 Property Owners Notified******1 Property Owners in Favor******0 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
O	1	9222 BRUTON RD	AMAR DADDY ONLY INC
	2	9203 BRUTON RD	BRUTON STORE INC
	3	9215 BRUTON RD	VOLUNTEERS OF AMERICA
	4	2112 N PRAIRIE CREEK RD	ARCE JAVIER &
	5	2150 N PRAIRIE CREEK RD	BDWS PRAIRIE INVESTMENTS LLC
	6	9238 BRUTON RD	MIRANDA LEO
	7	9206 BRUTON RD	KZK BUSINESS ENTERPRISE INC
	8	9236 DONNYBROOK LN	CARTER ROBERTA
	9	9230 DONNYBROOK LN	MEDINA LETICIA G
	10	9226 DONNYBROOK LN	GONZALEZ PORFIRIO &
	11	9220 DONNYBROOK LN	SANCHEZ JOSE RAFAEL
	12	9216 DONNYBROOK LN	SHURTLEFF PRESTON
	13	9210 DONNYBROOK LN	SAUCEDO SERGIO R
	14	9206 DONNYBROOK LN	MAJALCA LUIS
	15	9245 DONNYBROOK LN	PEREZ FILIBERTO T
	16	9241 DONNYBROOK LN	ESTRADA ARMANDO
	17	9235 DONNYBROOK LN	CARRANZA JUAN A
	18	9231 DONNYBROOK LN	MENDIETA ANTONIO
	19	9227 DONNYBROOK LN	DIAZ GERARDO ANTONIO &
	20	9223 DONNYBROOK LN	MONJARAS JUAN &
	21	9219 DONNYBROOK LN	WALKER DAVID JR
	22	9215 DONNYBROOK LN	ALBARRAN JORGE &
	23	9209 DONNYBROOK LN	VILLALBA LIVIS M
	24	9205 DONNYBROOK LN	BARRIENTOS JUAN GABRIEL M
	25	9256 BRUTON RD	LIVING WORD CHURCH THE



City of Dallas

1500 Marilla Street
Council Chambers, 6th Floor
Dallas, Texas 75201

Agenda Information Sheet

File #: 25-918A

Item #: Z9.

STRATEGIC PRIORITY: Growing
AGENDA DATE: April 9, 2025
COUNCIL DISTRICT(S): 2
DEPARTMENT: Department of Planning and Development
EXECUTIVE: Robin Bentley

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Historic Overlay for the Bianchi House (4503 Reiger Avenue) on property zoned Planned Development District No. 98 (uses in this Planned Development District are limited to residential uses) at the intersection of Reiger Avenue (north side) and North Carroll Avenue

Recommendation of Staff: Approval, subject to preservation criteria

Recommendation of CPC: Approval, subject to staff and Landmark Commission preservation criteria with a proposed edit

Z189-161(RD)

Note: This item was deferred by the City Council before opening the public hearing on February 26, 2025, and is scheduled for consideration on April 9, 2025.

FILE NUMBER: Z189-161(RD)

DATE FILED: November 7, 2016

LOCATION: At the intersection of Reiger Avenue (north side) and North Carroll Avenue

COUNCIL DISTRICT: 2

MAPSCO: 46-F

SIZE OF REQUEST: .05821 acres

CENSUS TRACT: 0015.02

APPLICANT/OWNER: 4503 REIGER LLC

REPRESENTATIVE: Norman Alston, FAIA

REQUEST: An application for a Historic Overlay for the Bianchi House (4503 Reiger Avenue), on property zoned Planned Development District No. 98 (uses in this Planned Development District are limited to residential uses).

SUMMARY: The Bianchi House is a rare example of the Mission Revival style in East Dallas. The house is one of the few examples of small residential designs completed by the firm, Lang and Witchell, in the early 20th century. The house was designed for artist and sculptor, Didaco Bianchi who emigrated from Ferrara, Italy, in 1881. Together he and his brother, Gaetano formed the Southern Architectural Cement Stone Company. They became known for their artistic use of concrete through a cast stone product called "cement stone". Didaco's residence used this decorative "cement stone" on both exterior and interior features. The Landmark Commission initiated the historic designation of this building as a City of Dallas Landmark, with the support of the current property owner. A City of Dallas Landmark property must meet 3 of 10 designation criteria. This property has been determined to meet 5.

CPC RECOMMENDATION: Approval, subject to staff and Landmark Commission preservation criteria, with a proposed edit.

LMC RECOMMENDATION: Approval, subject to preservation criteria, with a proposed edit.

STAFF RECOMMENDATION: Approval, subject to preservation criteria.

BACKGROUND INFORMATION:

- Between 1855 and 1871, the property was part of land holdings owned by early Dallas businessmen Jefferson Peak and William Gaston in the settlement known as East Dallas.
- Didaco Bianchi emigrated from Ferrara, Italy, in 1881. He and his family first settled in New York before moving to Dallas around 1903.
- Didaco and his brother, Gaetano formed the Southern Architectural Cement Stone Company. Their work attracted the attention of prominent Dallas architects Otto Lang and Frank Witchell, who developed a close personal and working relationship with Didaco.
- A cast stone product from the Southern Architectural Cement Stone Company known as “cement stone” is prominently employed for the following architectural features of the house: porch columns, porch balustrade, the wall finish below the windowsills, a quatrefoil window facing, the coping on the parapets, urns, the chimney, and planters.
- The Bianchi House is the design work of the architectural firm Lang and Witchell. Their residential projects included numerous houses on Swiss Avenue, South Boulevard and Park Row. Among the most notable is the R. W. Higginbotham Residence (5502 Swiss Avenue).
- Shortly after the Higginbotham Residence, the Bianchi house was commissioned. The house was completed in 1912.
- Not long after this in 1914, Didaco died. Ida, his widow, lived in the house for more than 60 years and raised their children there.
- After the Landmark Commission initiated the historic designation process on November 7, 2016, the landmark nomination form and the preservation criteria were completed by Norman Alston, FAIA.
- The Designation Committee approved the designation report, comprised of the landmark nomination form and the preservation criteria, on December 19, 2018.
- The Landmark Commission authorized the public hearing on January 7, 2019.
- The City Plan Commission recommended approval of the designation on December 5, 2024, after the matter had been held over for advisement, on November 7, 2024.
- The Bianchi House is being restored by the current owners after a major fire damaged the house on September 29, 2013 and will be used as a single family residence.

STAFF ANALYSIS:

Comprehensive Plan:

The historic overlay is consistent with the following: the Land Use Element, the Urban Design Element, and the Neighborhood Element of the Comprehensive Plan (2006). Historic preservation has played a key role in defining Dallas' unique character. Preservation of built structures that are historically and culturally significant creates a direct, visual link to the past, contributing to a "sense of place."

LAND USE ELEMENT

GOAL 1.1 Align Land Use Strategies with Economic Development Priorities

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics. Acknowledge the importance of neighborhoods to the city's long-term health and vitality.

GOAL 1.2 Promote Desired Development

Policy 1.2.2 Establish clear and objective standards for land use planning.

URBAN DESIGN ELEMENT

GOAL 5.1 Create a Sense of Place, Safety and Walkability

Policy 5.1.3 Encourage complementary building height, scale, design and character.

GOAL 5.2 Strengthen Community and Neighborhood Identity

Policy 5.2.1 Maintain neighborhood scale and character.

LAND USE ELEMENT

GOAL 7.2 Preservation of Historic and Cultural Assets

Policy 7.2.2 Create a sense of place through the built environment while maintaining the existing historic fabric.

Policy 7.2.4 Protect historic and cultural assets.

CITY PLAN COMMISSION ACTION: (December 5, 2024)

Motion: It was moved to recommend **approval** of a Historic Overlay for the Bianchi House (4503 Reiger Avenue), subject to staff and Landmark Commission preservation criteria, with a proposed edit, on property zoned Planned Development District No. 98, for residential uses at the intersection of Reiger Avenue and North Carroll Avenue.

Maker: Hampton
Second: Housewright
Result: Carried: 11 to 0

For: 11 - Chernock, Hampton, Herbert, Forsyth,
Shidid, Wheeler-Reagan, Blair, Housewright,
Haqq, Kingston, Rubin

Against: 0
Absent: 3 - Carpenter, Sleeper, Hall
Vacancy: 1 - District 11

Notices:	Area:	200	Mailed:	27
Replies:	For:	1	Against:	1

Speakers: None

CITY PLAN COMMISSION ACTION: (November 7, 2024)

Motion: In considering an application for a Historic Overlay for the Bianchi House (4503 Reiger Avenue) on property zoned Planned Development No. 98 for residential uses, at the intersection of Reiger Avenue and North Carroll Avenue, it was moved to **hold** this matter under advisement until December 5, 2024.

Maker: Hampton
Second: Carpenter
Result: Carried: 13 to 0

For: 13 - Chernock, Hampton, Herbert, Forsyth,
Shidid, Carpenter, Wheeler-Reagan, Blair,
Sleeper, Housewright, Haqq, Hall, Rubin

Against: 0
Absent: 2 - Eppler, Kingston
Vacancy: 0

Notices:	Area: 200	Mailed: 27
Replies:	For: 1	Against: 1

Speakers: None

LANDMARK COMMISSION ACTION: (January 7, 2019)

This item appeared on the Commission's discussion agenda.

Motion: Approval, subject to preservation criteria, including the proposed edit made by Chairwoman Seale to Section 9.4 of the preservation criteria, that a new addition may be no more than 4.5ft above the main cross gable ridge of the house, instead of 6ft.

Maker: Flabiano

Second: Amonett

Results: 12/0

Ayes: - 12 Amonett *Childers, De La Harpe, Flabiano,
Montgomery, Payton, Richter, Seale
*Sherman, Spellicy, Strickland, Swann

Against: - 0

Absent: - 4 *Allender, Hinojosa, Peach, Williams

Vacancies: - 2 Dist. 3, Dist. 13

*Note: * Alternates*

**Dallas Landmark Commission
Landmark Nomination Form**

1. Name

Historic: Didaco and Ida Bianchi House
and/or common: n/a
Date: 1912

2. Location

Address: 4503 Reiger Ave.
Location/neighborhood: Dallas, 75246
Block and lot: Block 799 **land survey:** 2017 Survey **tract size:** .582 Acres

3. Current Zoning

current zoning: PD 98

4. Classification

Category	Ownership	Status	Present Use	_____museum
_____district	_____public	_____occupied	_____agricultural	_____park
<u>x</u> building(s)	<u>x</u> private	<u>x</u> unoccupied	_____commercial	<u>x</u> residence
_____structure	_____both	_____work in progress	_____educational	_____religious
<u>x</u> site	Public	Accessibility	_____entertainment	_____scientific
_____object	Acquisition	<u>x</u> yes: restricted	_____government	_____transportation
	_____in progress	_____yes: unrestricted	_____industrial	_____other, specify
	_____being consider'd	_____no	_____military	

5. Ownership

Current Owner: Michael Gibson
Contact: Liz Gibson **Ph:** (469) 619-7109
Address: 5520 Tremont St **City:** Dallas **State:** Texas **Zip:** 75214

4. Form Preparation

Date: November 2018
Name & Title: Norman Alston, AIA
Organization: Norman Alston Architects
Contact: Norman Alston, 214 563-0684 (mobile)

7. Representation on Existing Surveys

Alexander Survey (citywide): local state national
 National Register **Yes - Bianchi, Didaco and Ida, House, 3/23/1995**
 H.P.L. Survey (CBD) A B C D Recorded TX Historic Ldmk
 Oak Cliff TX State Antiquities Ldmk
 Victorian Survey
 Dallas Historic Resources Survey, Phase _____ high _____ medium _____ low

For Office Use Only

Date Rec'd: _____ **Survey Verified:** Y N **by:** _____ **Field Check by:** _____ **Petitions Needed:** Y N
Nomination: Archaeological Site Structure(s) Structure & Site District

8. Historic Ownership

Original owner: Didaco and Ida Bianchi (1910 – 1914)
Ida Bianchi, following the death of Didaco (1914 – 1979)
Donn Carpenter (1979 – 1987 foreclosure)

Significant later owner(s): R. Leggio and W. Bellinghausen (1989 – 2017)
Elizabeth Gibson and Michael Gibson (2017 – Present)

9. Construction Dates

Original: 1911 - 1912
Alterations/additions: n/a

10. Architect

Original construction: Lang and Witchell, Dallas
Alterations/additions: n/a

11. Site Features

No site features

12. Physical Description

Condition, check one:

☐ excellent

☒ deteriorated

☐ unaltered

Check one:

☒ original site

☐ good

☐ ruins

☒ altered

☐ Moved (date _____)

☐ fair

☐ unexposed

Neighborhood and Site

The Bianchi House is located within the Peaks Suburban Addition, also known as the Millcreek Neighborhood, in east Dallas, at the intersection of Reiger Avenue with North Carroll Avenue. It is one block southeast of Buckner Park and Crockett Park and the historic David Crockett School. It is immediately adjacent to the southeast boundary of the Peaks Suburban Addition Historic District within the city of Dallas. The site is a corner lot comprised of two originally platted lots fronting on Reiger Avenue (addresses 4503 and 4507 as shown on the 1922 Sanborn Fire Insurance Map) (fig. 1), totaling 25,430 square feet, with the house positioned on the southwestern lot numbered 4503 that fronts on both Reiger and North Carroll. Nothing remains of the residence indicated at 4507 on the 1922 Sanborn Fire Insurance Maps.

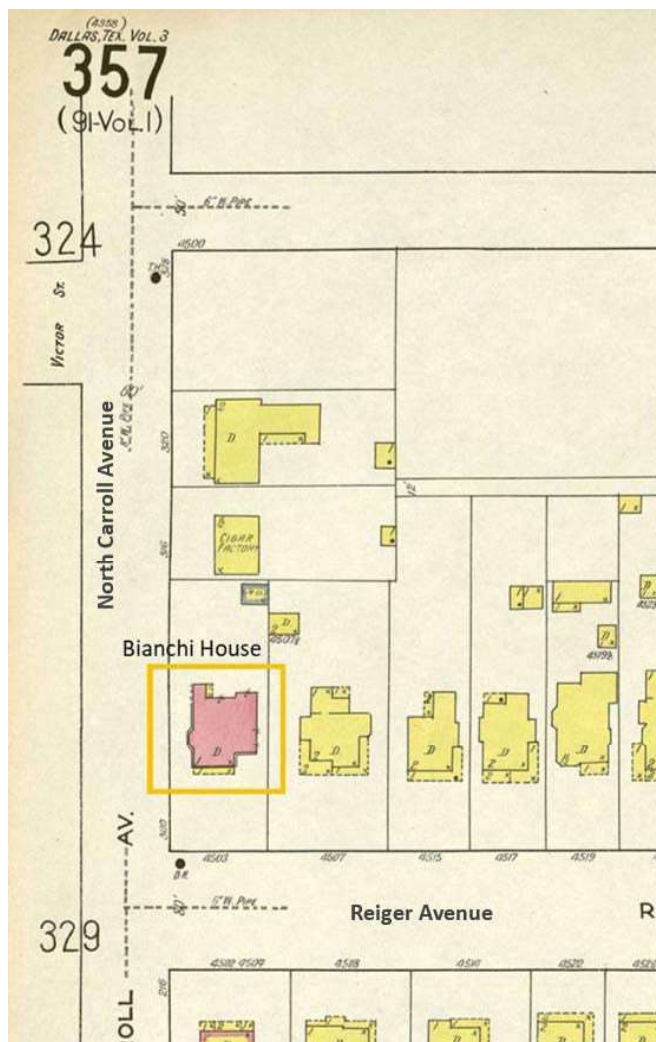


Figure 1. *Sanborn Insurance Map*, Dallas, Texas 1922, Volume 3, Sheet 357, Dolph Briscoe Center for American History, The University of Texas at Austin. Label and box identifying the Bianchi House and street names have been added.

Between 1855 and 1871, the property was part of land holdings owned by early Dallas businessmen Jefferson Peak and William Gaston in the settlement known as East Dallas. Gaston began developing the area with the Peak's Suburban Addition. The neighborhood was strategically located east of downtown Dallas, near an important railroad intersection and Fair Park. This area was initially dominated by Victorian era estates. The houses developed over the next several decades included a wide variety of construction techniques and popular architectural styles. Much of this area is today included in the Peak's Suburban Historic District, designated in 1993. The Bianchi House was originally identified and included in the proposed district but was ultimately excluded at the insistence of the property owners R. Leggio and L. Bellinghausen.

House

The Bianchi House is a 1-story Mission Revival style building with a modified rectangular plan and a low-pitched cross-gable roof. It is of frame construction with brick veneered walls in a modified rectangular shape. Although brick is the primary exterior building material, a cast stone product from the Southern Architectural Cement Stone Company known as "cement stone" (fig. 3) is prominently employed for the following features: porch columns, porch balustrade, the wall finish below the windowsills, a quatrefoil window facing, the coping on the parapets, urns, the chimney, and planters (fig. 2). The cast stone product contains chipped marble as the aggregate. On the interior, the same product is also used on the mantel (fig. 11).



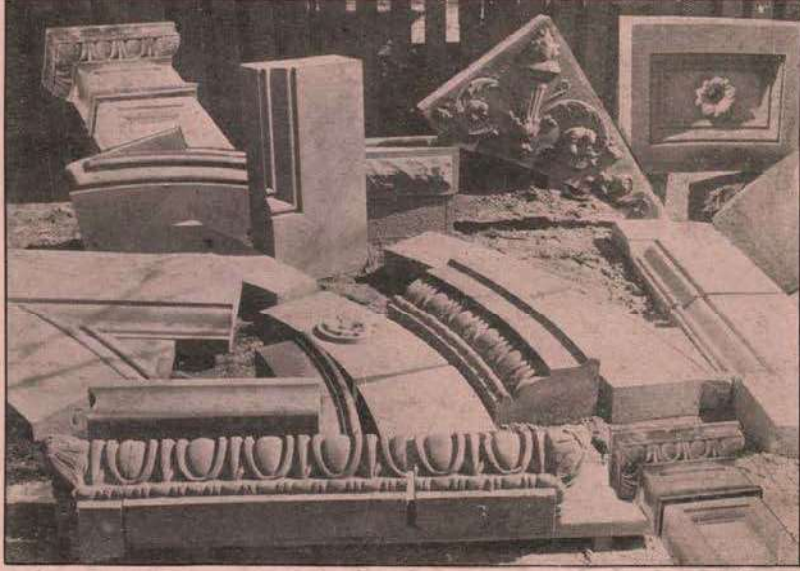
Figure 2. Bianchi House, date unknown

Photo courtesy of Preservation Dallas

OF DALLAS, TEXAS 31

SOUTHERN ARCHITECTURAL CEMENT STONE COMPANY

(ARCHITECTURAL SCULPTORS)



MANUFACTURERS OF

High Grade Building Trimmings

IN CAST STONE, STAFF AND COMPOSITION

PLASTIC SANITARY FLOORING

Seamless, Enduring, Any Shade or Combination of
Colors with Borders and Base

<p style="text-align: center;">PLASTIC RELIEF WORK</p> <p>Interior and Exterior Staff and Composition Ornaments, Porch Caps, Cornices, Brackets, Ceilings, Wall Panels, Coves, Gable Ornaments, Etc.</p>	<p style="text-align: center;">CONCRETE PRODUCTS</p> <p>Plain and Ornamental Building Stone Mantels, Monuments, Etc.</p>
---	---

<p style="text-align: center;">SCHOOLS</p> <p>High School, Wichita Falls, Tex. High School, Greenville, Tex. Prospect Hill School, San Antonio, Tex. District School, Keota, Okla. High School, Marshall, Texas.</p>	<p style="text-align: center;">BANKS</p> <p>Western National Bank, Fort Worth. Fannin County Nat'l Bank, Bonham, Tex. First National Bank, Winnsboro, Tex. First National Bank, Mineola, Tex. First National Bank, Longview, Tex.</p>	<p style="text-align: center;">CHURCHES</p> <p>St. Luke's M. E. Church, Oklahoma City, Okla. Beech St. Baptist Church, Texarkana, Ark. First Baptist Church, Shreveport, La. Tabernacle M E Church, Dallas, Tex. Shearn Methodist Church, Houston, Tex.</p>
<p style="text-align: center;">THEATRES</p> <p>Majestic Theatre, Fort Worth, Tex. Majestic Theatre Shreveport, La. Greenwall Opera House, Fort Worth. Phillips Theatre, Fort Worth, Tex. Plaza Theatre, San Antonio, Tex.</p>	<p style="text-align: center;">HOTELS</p> <p>Oriental Hotel, Dallas, Tex. Southern Hotel, Brownwood, Tex. Majestic Hotel, Marlin, Tex. Milby Hotel, Houston, Tex. Westland Hotel, Wichita Falls, Tex.</p>	<p style="text-align: center;">COURT HOUSES</p> <p>Court House, Carrizozo, N. M. Court House, Santa Rosa, N. M. Court House, Lake Charles, La. Court House, Snyder, Tex. Hale Co. Court House, Plainview, Tex.</p>

OFFICE AND WORKS, CENTRAL AVE. AND FLORA ST., DALLAS, TEXAS

Phones: Auto M 5302 Bell Haskel 1758

Figure 3. Southern Architectural Cement Stone Company Advertisement, *Dallas City Directory*, 1915 Page 31 (Image: Portal to Texas History)

The principal facade is dominated by a 1-bay porch supported by large, squared cast stone columns that continue through the roof ending in a cast stone cannonball finial, capped by a low-pitched shed roof with exposed rafter ends. The primary entrance, set within the porch, has a single door and multi-light sidelights. French doors open onto the east end of the porch.

A Mission Revival style parapet dominates the front facade and is the most distinctive architectural element of the house. This parapet is finished with brick but is crowned by a decorative cast stone coping. Similar Mission Revival style parapets are used on both the northeast and southwest elevations (fig. 5-6).



Figure 4. Bianchi House, Southeast Elevation, April 2018

(Photo: Norman Alston, AIA)

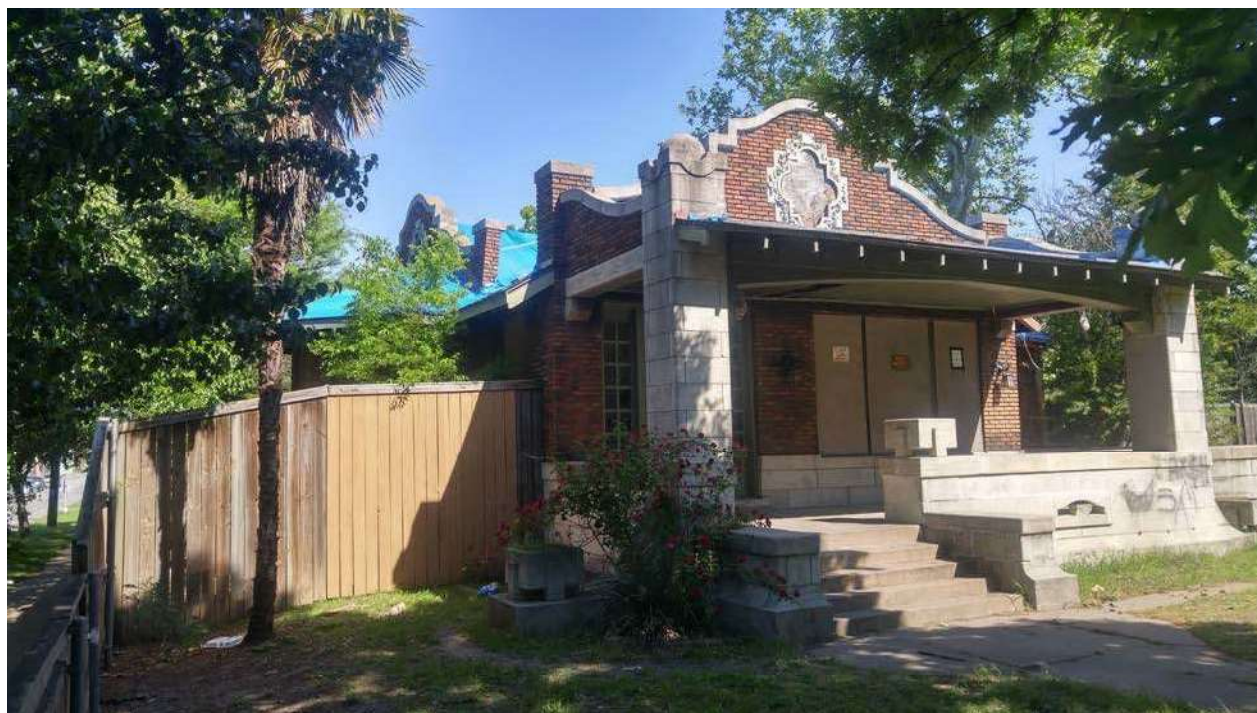


Figure 5. Bianchi House, Southwest & Southeast Elevations, April 2018

(Photo: Norman Alston, AIA)



Figure 6. Bianchi House, Northeast Elevation, August 2017

(Photo: Liz Casso)



Figure 7. Bianchi House, Northwest Elevation, August 2017

(Photo: Liz Casso)

The gable roof was significantly damaged by fire and was partially covered by blue tarps (as of May 2018). It was replaced around 2018 with a green French style glazed tile roof. The original roof covering is not evident, but the Lang and Witchell drawings indicate the roof as “tile” (fig. 16). The National Register nomination from 1995 notes that the roof was comprised of asphalt shingles at the time of that nomination. The fire occurred on September 29, 2013 and started in the attic near the living room. Primary damage was to the roof and structure, but also involved wooden windows, window frames and plaster detailing in the living room, in the vicinity of the fireplace (fig. 4, 5, 8, 11).



Figure 8. Terrace

Bianchi House, April 2018



Figure 9. Terrace, looking towards porch

(Photos: Norman Alston, AIA)

Noteworthy interior features include a pair of 9-foot scagliola columns (fig. 12-13), cast by the original owner, Didaco Bianchi, in the entry hall; a tripartite concrete cast fireplace with marble chips (fig. 11); and terra cotta tile along the perimeter of the kitchen and back porch floors. Double doors opening onto the front porch from the master bedroom provide additional interior light and reference to Italian residences.¹

¹ Hardy, Daniel and Terri Meyers, National Register Nomination Form for the Didaco and Ida Bianchi House, Dallas, Texas 1995, p. 5



Figure 10. Butler's Pantry
Bianchi House, April 2018



Figure 11. Fireplace and Mantel
(Photos: Norman Alston, ALA)



Figure 12. Scagliola Column

Bianchi House, August 2017

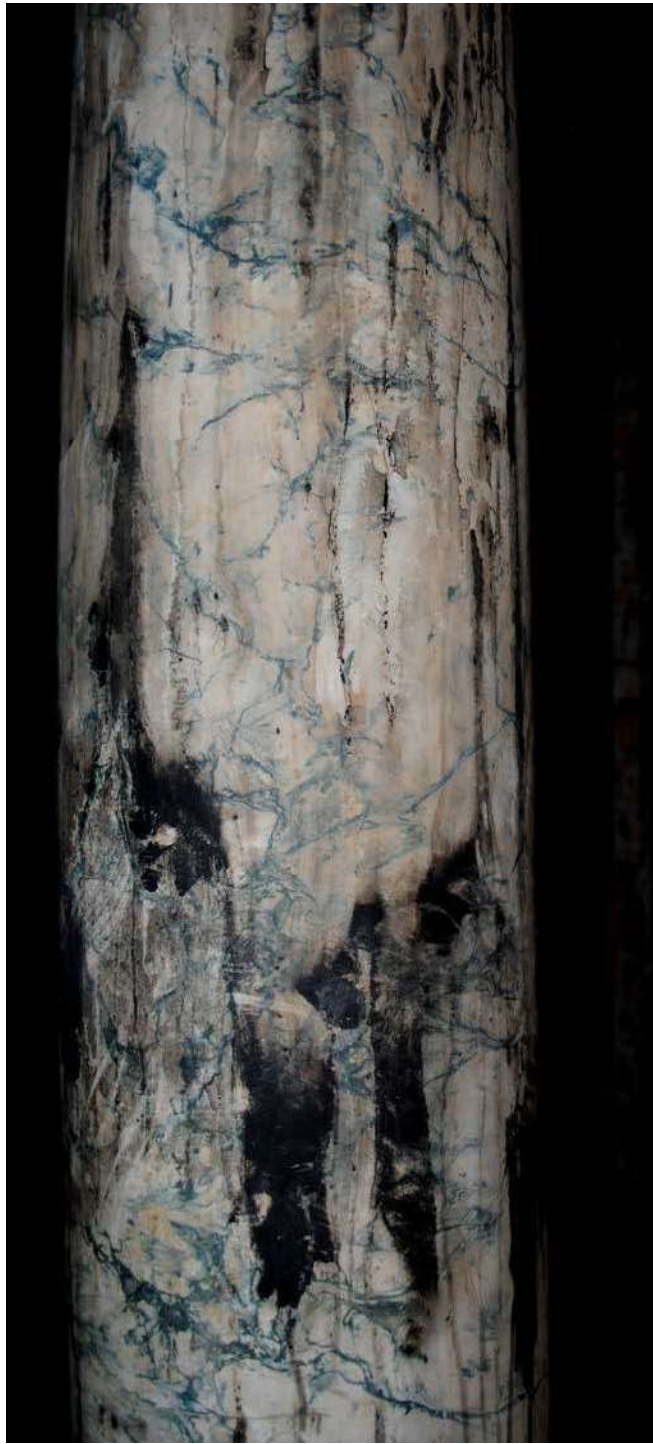


Figure 13. Close-up of Scagliola Column

(Photos: Liz Casso)

Modifications

Roof: The roof was noted as tile in the Lang and Witchell drawings. However, there is no evidence that tile was ever installed and structural member size, among other clues, suggests that wooden shingles formed the original roof. The form of the roof shown in the original drawings also does not match that of the modern configuration. The roof was recently redone with green French style glazed tiles.

Fire: In 2013 the house suffered damage from a substantial fire that appeared to have started in the attic near the northwest corner of the living room. Damage to the roof, roof structure, interior ceilings and walls were all significant. Near the epicenter of the fire, damage extended down to the windows adjacent to the fireplace. A great deal of historic fabric and intricate architectural detail remained in place, however, and it is anticipated that the house will be preserved. At the time of the nomination was written, November 2018, the fire damaged roof was covered by a blue tarp as indicated in the photos, however, green French style glazed tiles were installed around 2018.

Plan changes: The plan of the house remains almost as it was represented in the attached drawings. One exception is that the two closets indicated between the living room and the bedroom that abuts it to the northwest, have been replaced by an unusually wide stair that extends into the attic. The other modification is at the heater room and screened porch at the rear of the house (fig. 7). The screened porch has been fully enclosed and the wall separating the boiler room and the screened porch has been completely removed. Refer to the original floor plan (fig. 15).

Accessory structures: The 1921 *Sanborn Fire Insurance Map* shows the site originally had a small accessory structure in the northeast corner of the lot. Nothing remains of this building. Today, there is a free standing carport in the same location. The carport consists of metal support poles and a metal roof. The date of installation is unknown.

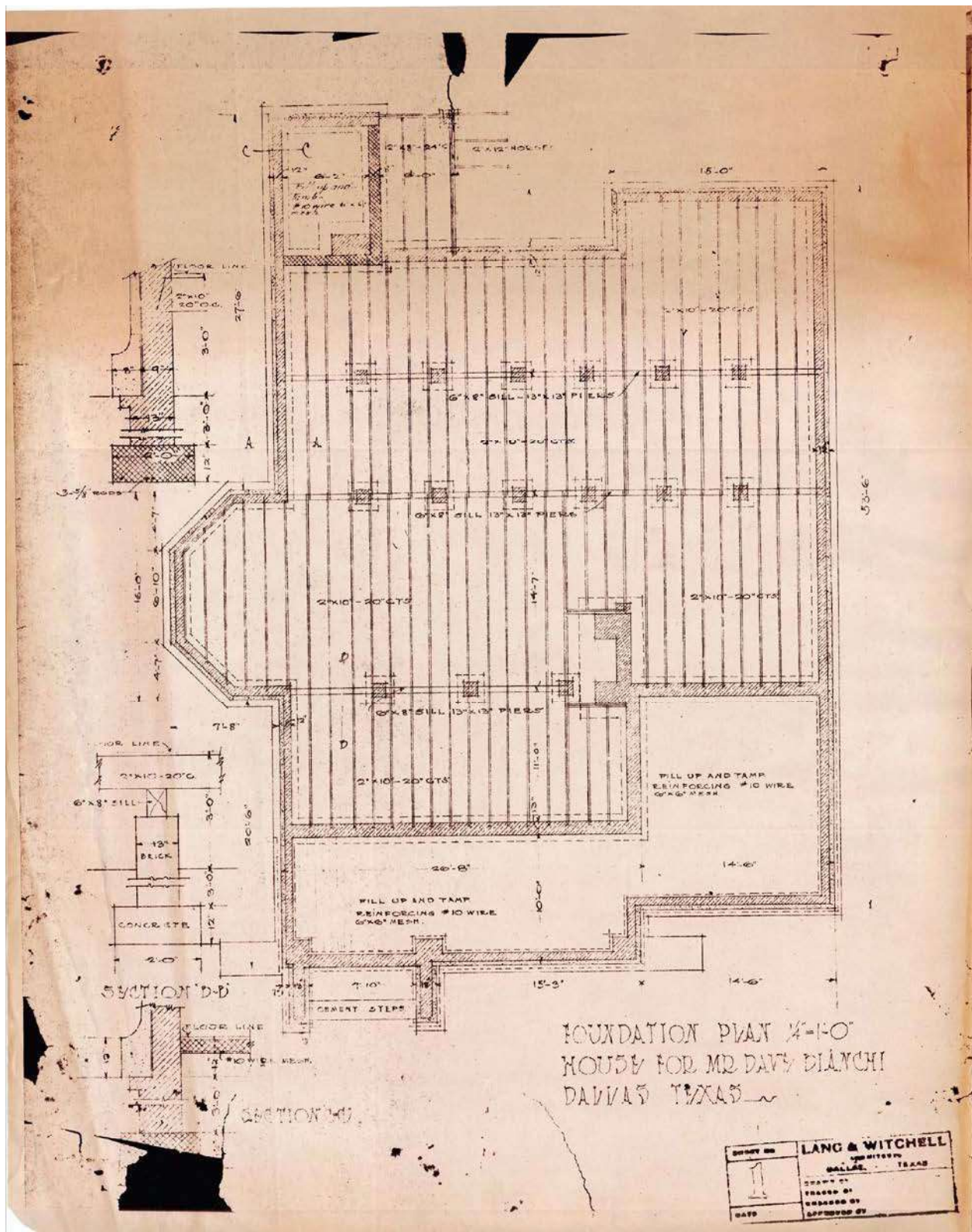
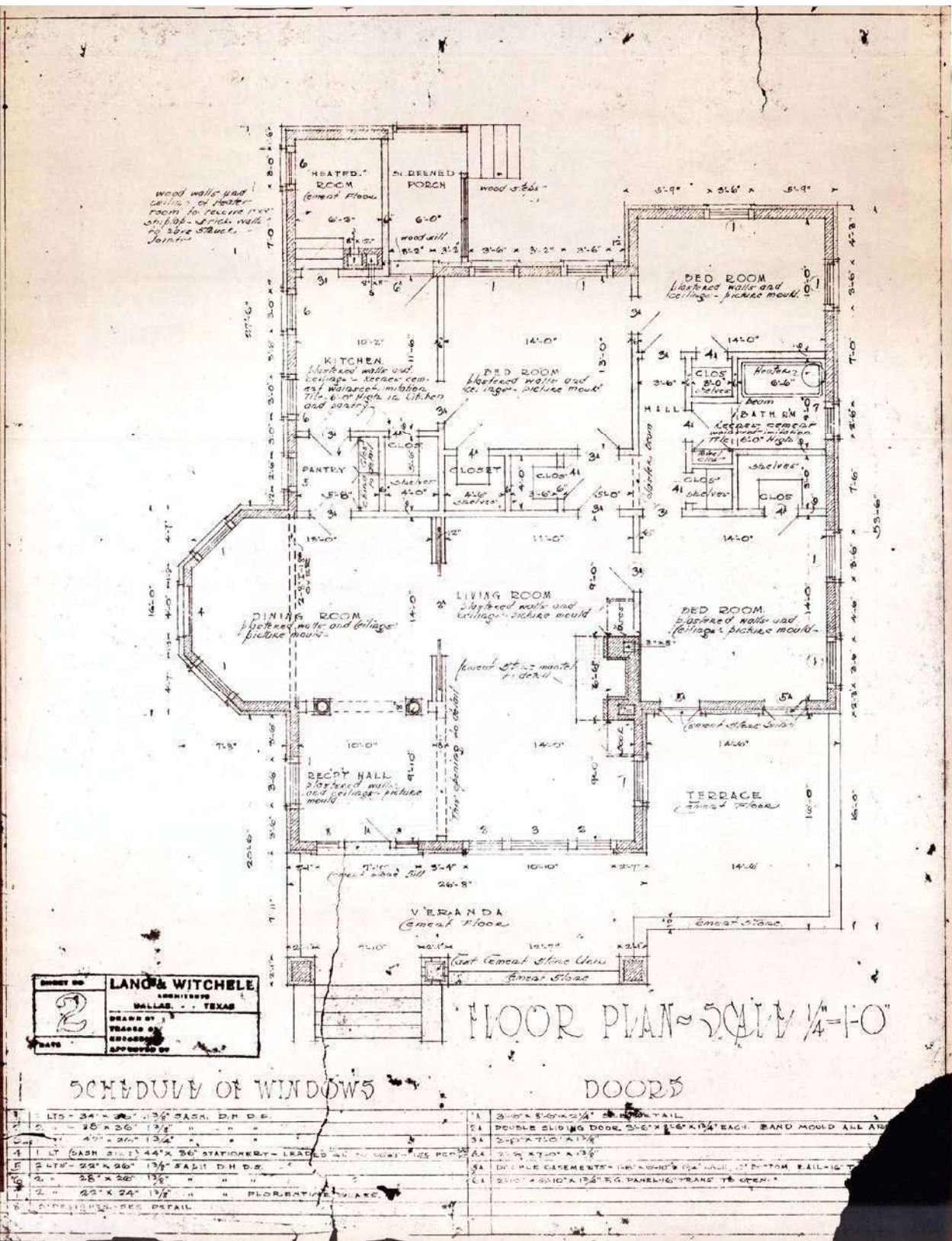


Figure 14. Original Lang and Witchell Foundation Plan—Sheet 1

(Plans courtesy of Preservation Dallas)



(Plans courtesy of Preservation Dallas)

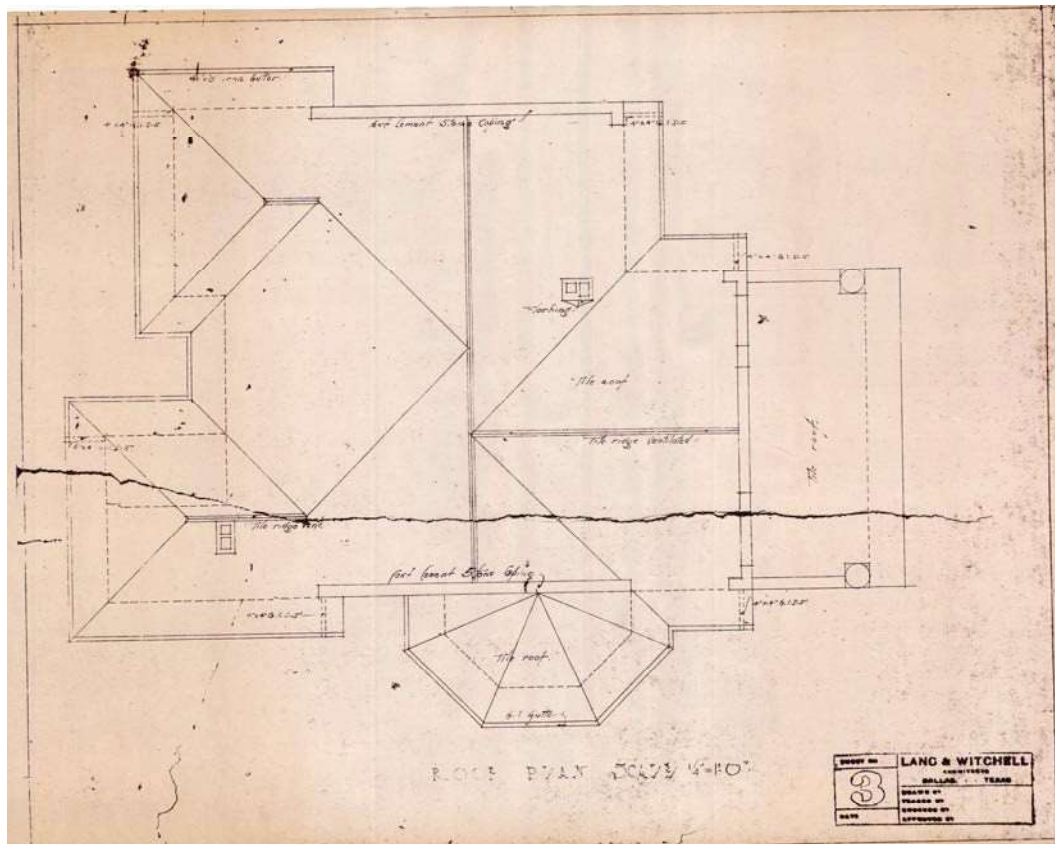


Figure 16. Original Lang and Witchell Roof Plan – Sheet 3

(Plans courtesy of Preservation Dallas)

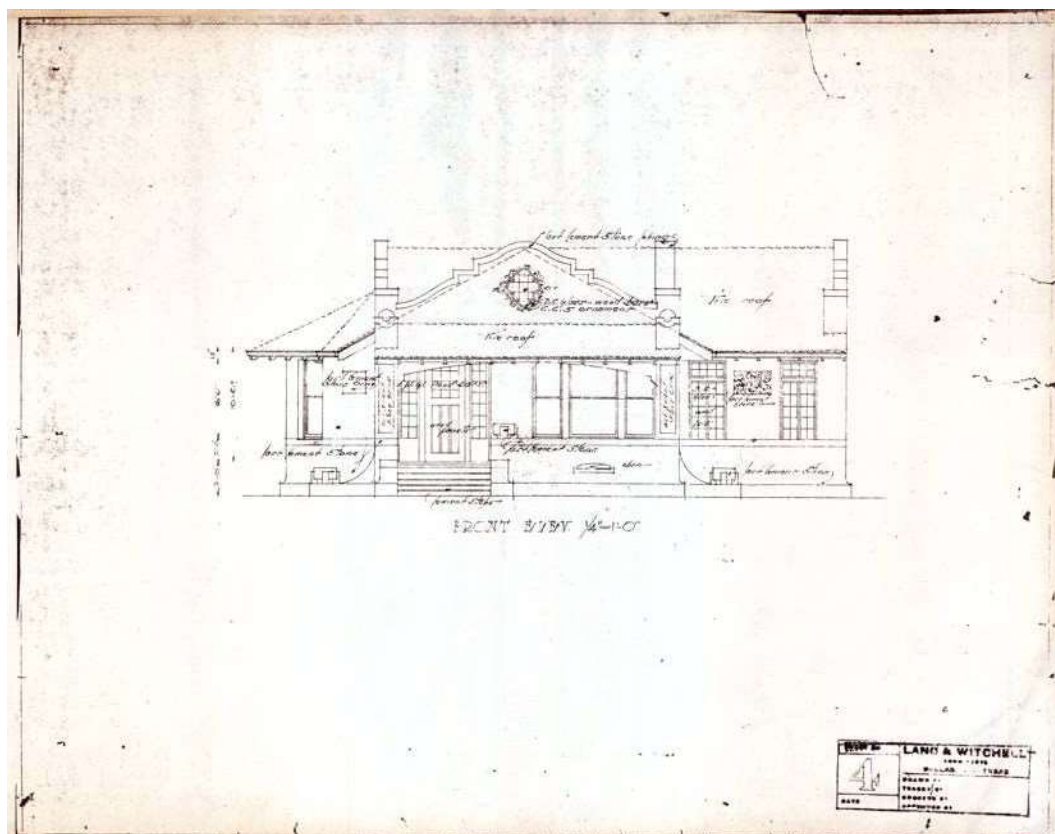


Figure 17. Original Lang and Witchell Front (Southeast) Elevation – Sheet 4

(Plans courtesy of Preservation Dallas)

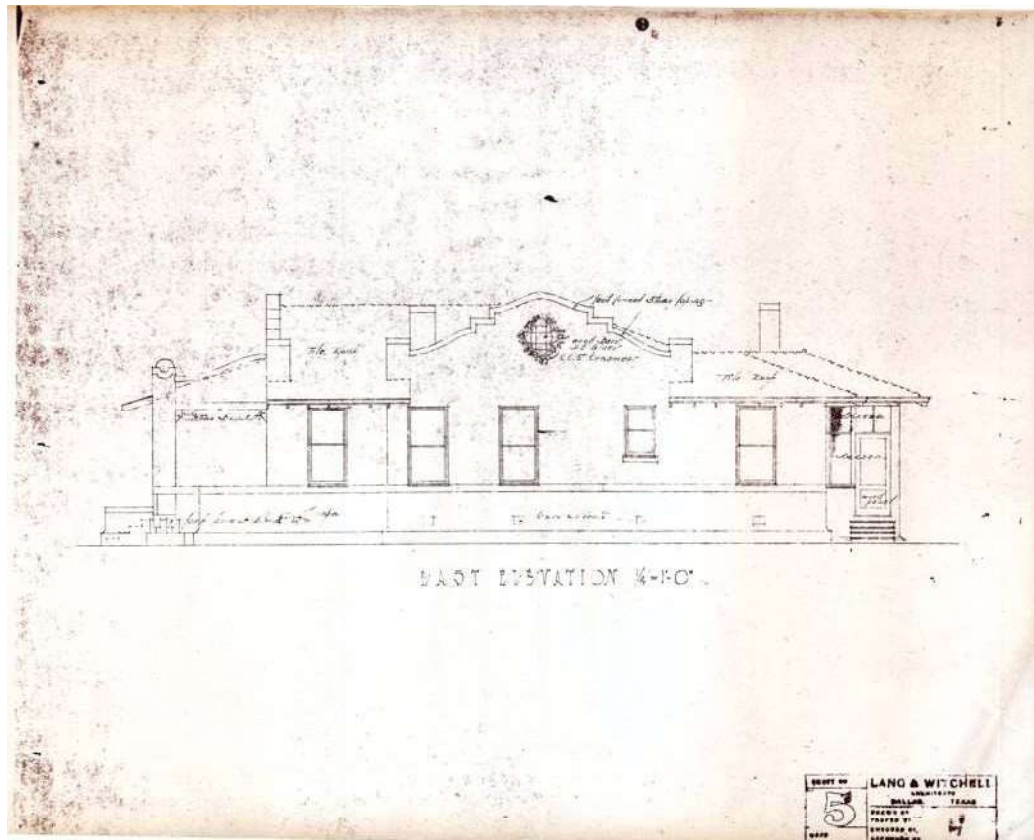


Figure 18. Original Lang and Witchell Side (Northeast) Elevation – Sheet 5

(Plans courtesy of Preservation Dallas)

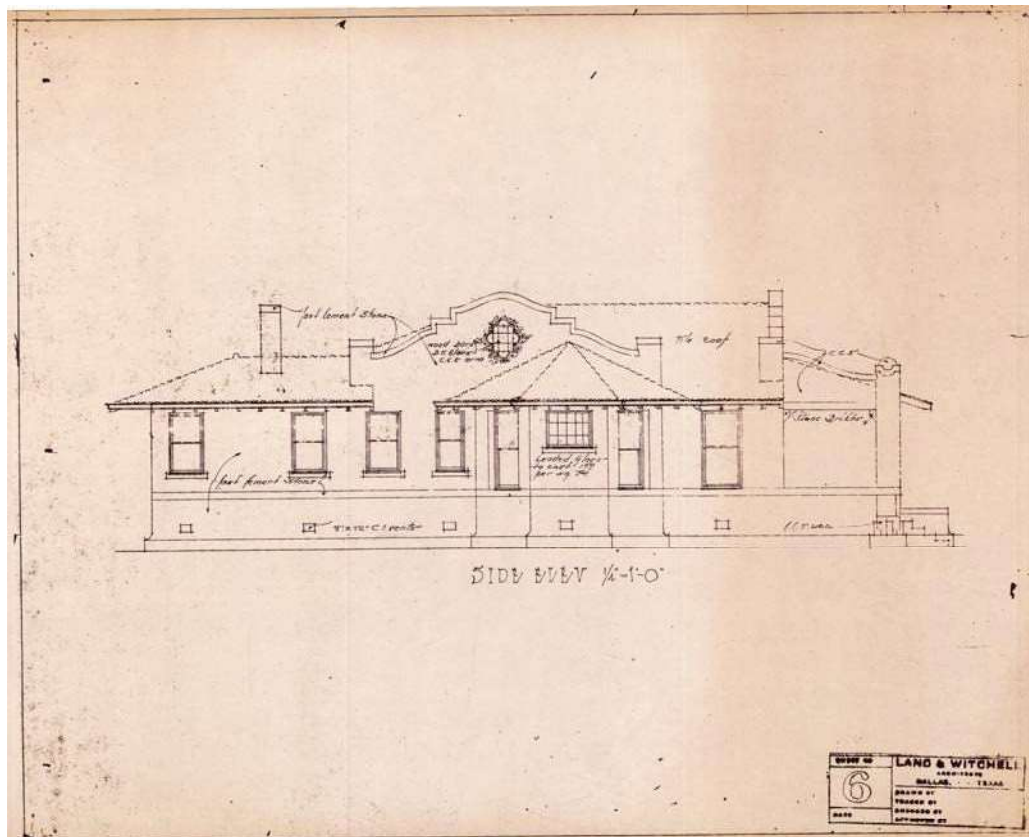


Figure 19. Original Lang and Witchell Side (Southwest) Elevation – Sheet 6

(Plans courtesy of Preservation Dallas)

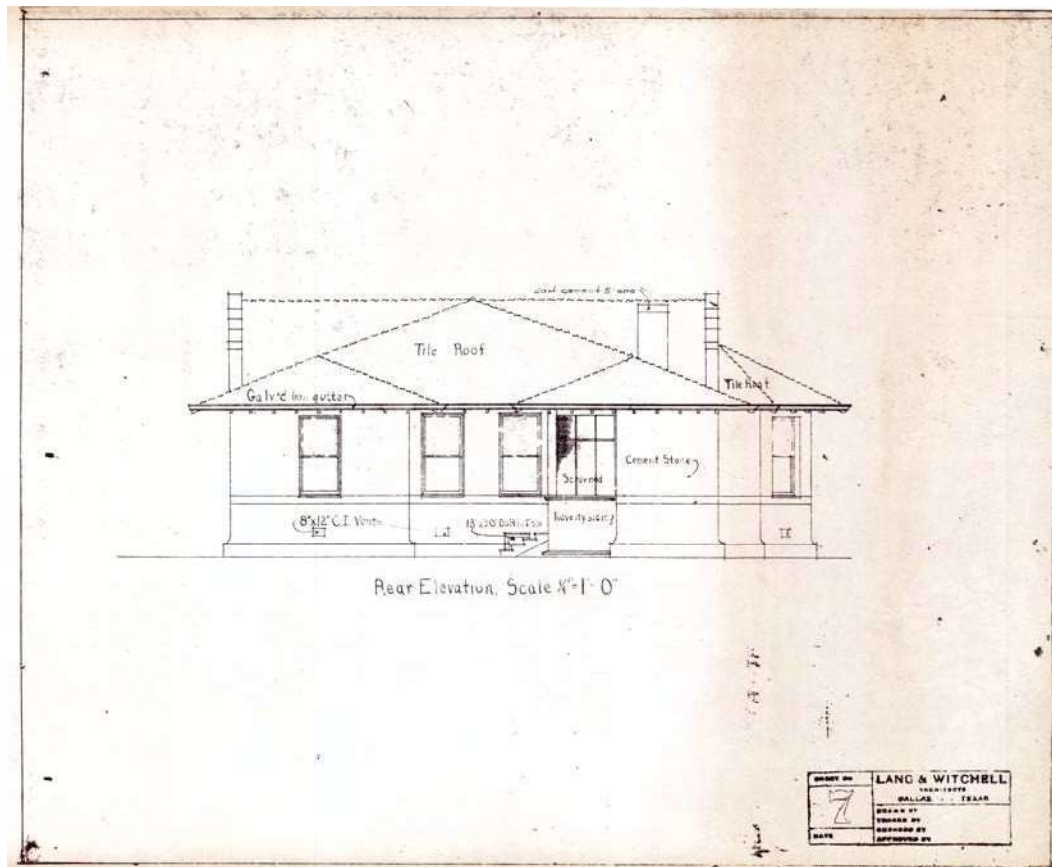


Figure 20. Original Lang and Witchell Rear (Northwest) Elevation—Sheet 7

(Plans courtesy of Preservation Dallas)

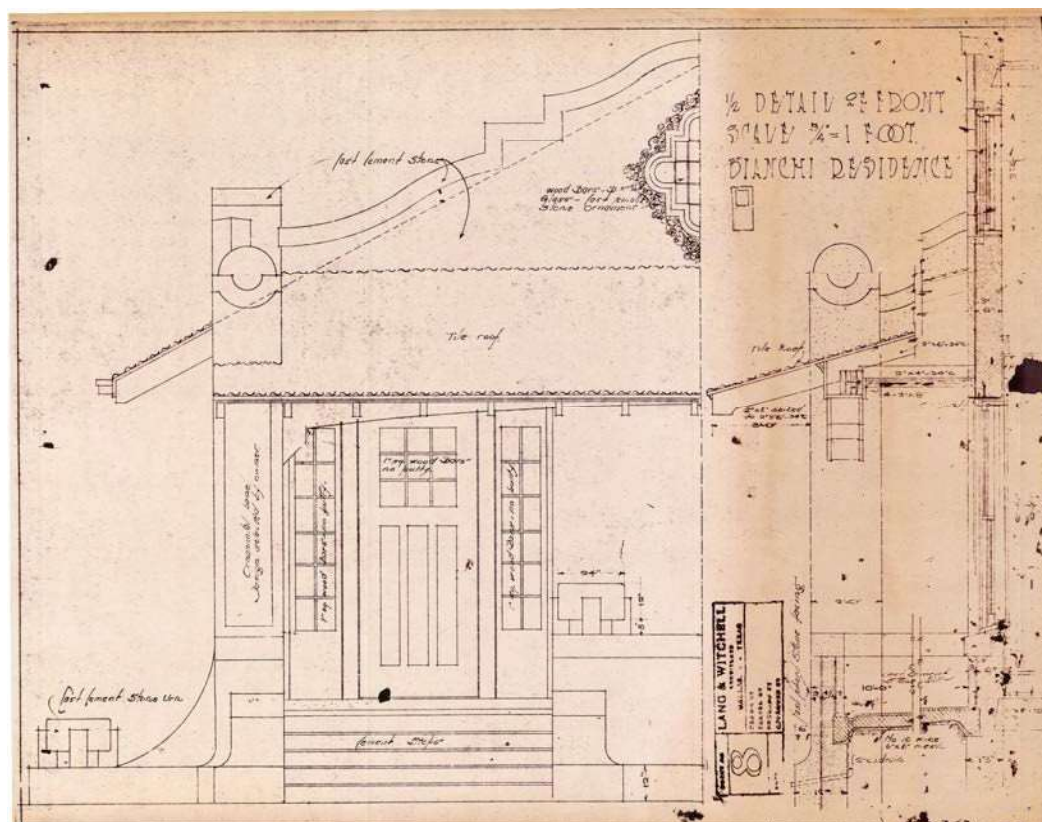


Figure 21. Original Lang and Witchell Front Porch Detail Sheet—Sheet 8

(Plans courtesy of Preservation Dallas)

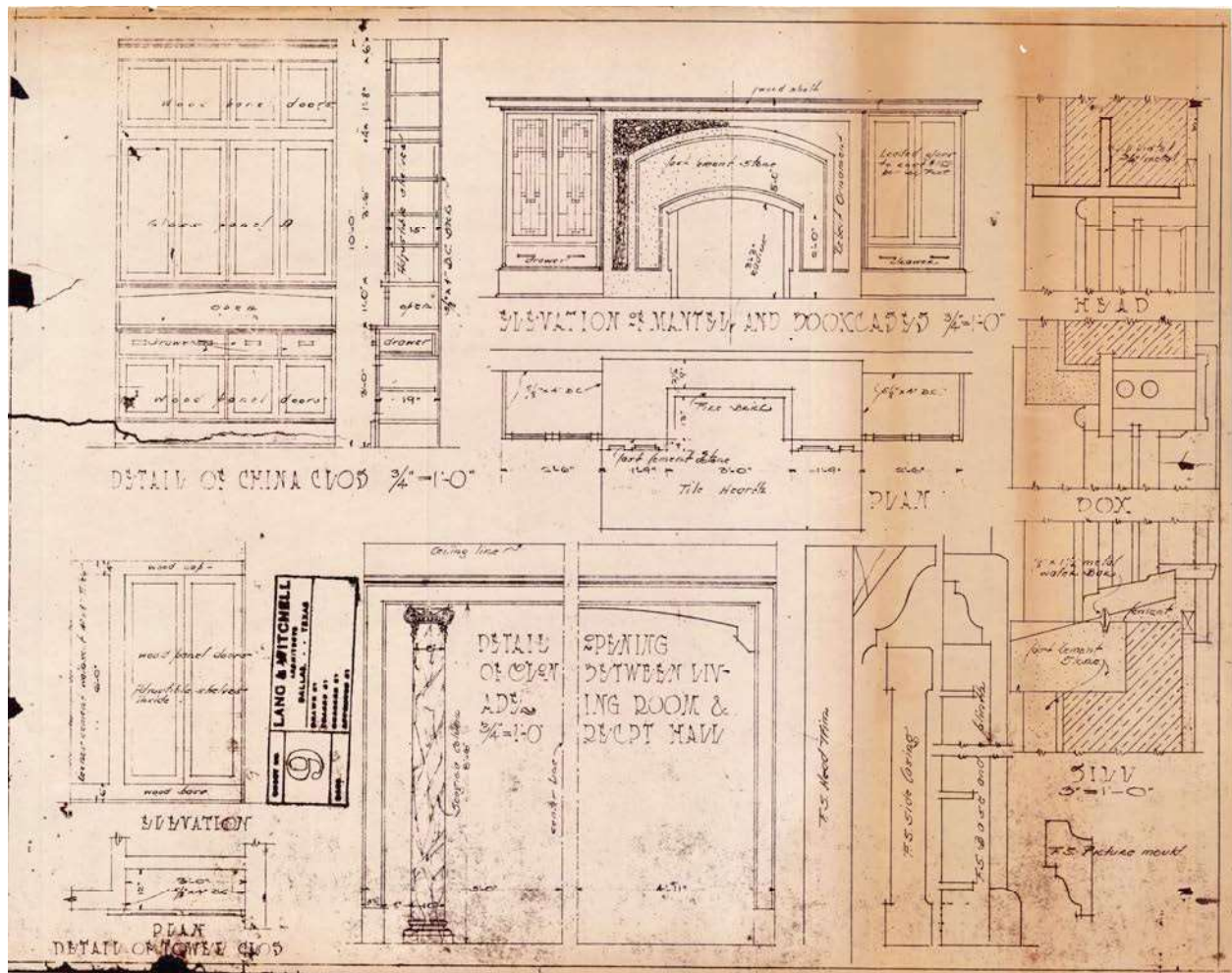


Figure 22. Original Lang and Witchell Interior Details – Unnumbered. Sheet 9 of 9

(Plans courtesy of Preservation Dallas)

13. *Historical Significance***Didaco Bianchi**

Didaco Bianchi emigrated from Ferrara, Italy, in 1881. He and his family first settled in New York before moving to Dallas around 1903.² Not long after moving to Dallas, Didaco and his brother, Gaetano formed the Southern Architectural Cement Stone Company (fig. 3). They became known for their artistic use of concrete through a cast stone product called “cement stone”. “Cement stone” was comprised of cement with marble chip aggregate, providing a superior finished appearance to simple concrete and marketed as an affordable alternative to stone (fig. 3). Their work attracted the attention of prominent Dallas architects Otto Lang and Frank Witchell, who developed a close personal and working relationship with Didaco.

Didaco was also an artist and a sculptor. He helped his brother, Gaetano, teach at the Texas Art League where one of the students was famed Dallas regionalist, Allie Victoria Tennant. Didaco and his brother taught students the importance of adding sculpture to buildings. Bianchi was a great proponent of the creative use of concrete.³

Didaco’s residence at 4503 Reiger Avenue used decorative cement stone on both exterior and interior features. It is possible that Didaco himself designed or oversaw the design and construction of his residence. The house was completed in 1912. Not long after this in 1914, Didaco died. Ida, his widow, lived in the house for more than 60 years and raised their children there.⁴

Lang and Witchell⁵

The Bianchi House is the work of the architectural firm Lang and Witchell. According to architect and historian Marcel Quimby “For more than three decades, Lang and Witchell designed or were associated with most of the significant buildings constructed in downtown Dallas.⁶ Otto Lang, born in 1864, was trained as an engineer at the University of Karlsruhe. Frank Witchell was born in Wales in 1879. His family migrated to San Antonio and he began working in an architectural office at thirteen. By 1890, he was in the office of J. Reilly Gordon; and joined the Dallas office of Sanquinet and Staats in 1898.⁷

Lang and Witchell opened their office in the Wilson Building in 1905. Early commissions included the Columbian Club, Dallas High School and the Sanger Brothers building. In 1910 they began the first phase of the Sears Roebuck Distribution center on South Lamar Street. Residential projects included numerous houses on Swiss Avenue, South Boulevard and Park Row. Among the most notable is the R.W. Higginbotham Residence (5502 Swiss Avenue). Shortly after the Higginbotham Residence, the Bianchi house was commissioned. During the 1920s, projects included Booker T. Washington High School, Dallas Athletic Club, Hilton Hotel, and the Auditorium at Fair Park. The firm continued through the thirties with

² Singleton, Kate and City of Dallas Landmark Commission Designation Task Force. City of Dallas Landmark Nomination Form for “Peaks Suburban Addition Historic District.” March 8, 1995. p. 6.

³ Montgomery, Evelyn, email to Norman Alston, June 5, 2018.

⁴ Evans, Candy, “104 Year Old Bianchi House in Peak’s Addition gets Landmark Commission Approval”, Candy’s Dirt, November 8, 2016

⁵ Quimby, Marcel FAIA, “Shaping the Dallas Skyline.” Dallas Historical Society. Legacies: A History Journal for Dallas and North Central Texas, Volume 9, Number 2, Fall, 1997, periodical, 1997; (texashistory.unt.edu/ark:/67531/metaph35107/: accessed September 17, 2018), University of North Texas Libraries, The Portal to Texas History, texashistory.unt.edu; crediting Dallas Historical Society.

⁶ op. cit. p. 20.

⁷ op. cit. p. 13.

the Dallas Power and Light Building, The Lone Star Gas Building, Southwestern Bell Building, and the U. S. Postal Annex.

In 1938, Frank Witchell retired, and he died in 1947. Otto Lang continued working as an Architect until he retired in 1941 and died in 1952.⁸ The buildings by Lang and Witchell continue to form the largest group of buildings in Dallas' central business district.

The House and Neighborhood

The Bianchi House is a rare example of the Mission Revival style in East Dallas. The house is one of the few examples of small residential designs completed by the firm, Lang and Witchell, in the early 20th century. A photograph of the Bianchi House is included in McAlester and McAlester's *A Field Guide to American Houses*.⁹

Between 1855 and 1871, The property was part of land holdings owned by early Dallas businessmen Jefferson Peak and William Gaston in the settlement known as East Dallas. Gaston began developing the area with the Peak's Suburban Addition. The neighborhood was strategically located east of downtown Dallas, near an important railroad intersection and Fair Park.

When completed in 1912, the Bianchi House was part of the final phase of original construction in East Dallas. The last remaining vacant lots in the Peak's Addition neighborhood were being filled in even as the newer development of nearby Munger Place was growing. The older neighborhood had featured some grand Victorian estates originally built in the "country," far from downtown. Those larger land parcels began to be broken up to make room for new construction. New houses followed popular decorative trends of the early twentieth century. In the 1910s and 1920s, American Foursquares, Bungalows, and the larger homes on Swiss Avenue, displaced styles such as Colonial Revival, Prairie, Craftsman and Mission Revival.

Mission Revival became a popular style in Dallas during the 1910s and early 1920s when the Bianchi House was constructed. This style was usually found on larger, two-story residences in stylish suburban districts such as the Edgewood Addition (1912), a prestigious south Dallas addition, the South Boulevard/Park Row Historic District (National Register. 1979), and the exclusive Munger Place Historic District (National Register. 1978), to the east of the old East Dallas city limits.¹⁰ Architects working in these areas contracted to design elaborate houses for Dallas' gentry, often in the Mission and Spanish Colonial Revival styles. Even in that atmosphere, the small house built by Didaco Bianchi stood out. Though it is a modest-sized, single-story house, its Mission Style is conveyed through material, color and crafted detail rather than massing or elaborately applied terra cotta.

East Dallas experienced significant changes in later decades, including apartment construction, disinvestment during the postwar period and revitalization by preservation-minded urban pioneers. The

⁸ Quimby, Marcel FAIA, "Shaping the Dallas Skyline." Dallas Historical Society. Legacies: A History Journal for Dallas and North Central Texas, Volume 9, Number 2, Fall, 1997, periodical, 1997; (texashistory.unt.edu/ark:/67531/metaph35107/: accessed September 17, 2018), University of North Texas Libraries, The Portal to Texas History, texashistory.unt.edu; crediting Dallas Historical Society. p. 13.

⁹ McAlester, Virginia and Lee, *A Field Guide to American Houses*. New York, 1984, p. 412.

¹⁰ Singleton, Kate and City of Dallas Landmark Commission Designation Task Force. City of Dallas Landmark Nomination Form for "Peaks Suburban Addition Historic District." March 8, 1995. p. 7

Didaco and Ida Bianchi House Landmark Nomination, November 16, 2018

Bianchi house survived economic and political threats as well as a major fire with its unique artistic and architectural expression intact. The house is an example of the artistic heights achieved when an artist, also his own client, is able to fully pursue his vision.

14. Bibliography

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Wilonsky, Robert, “How Dallas’ ‘Home of the Future’ became an ‘Airbnb for the homeless’”, *Dallas Morning News*, April 12, 2016.

Wilonsky, Robert, “With owner of 104-year-old ‘House of the Future’ missing, or worse, Dallas steps up to Save History”, *Dallas Morning News*, October 28, 2016.

<i>15. Attachments</i>

___ *District or Site Map*

___ *Site Plan*

___ *Photos (historic & current)*

___ *Additional descriptive material*

___ *Footnotes*

___ *Other:* _____

16. Designation Criteria

X History, heritage and culture: Represents the historical development, ethnic heritage or cultural characteristics of the city, state, or country.

Historic event: Location of or association with the site of a significant historic event.

Significant persons: Identification with a person or persons who significantly contributed to the culture and development of the city, state, or country.

X Architecture: Embodiment of distinguishing characteristics of an architectural style, landscape design, method of construction, exceptional craftsmanship, architectural innovation, or contains details which represent folk or ethnic art.

X Architect or master builder: Represents the work of an architect, designer or master builder whose individual work has influenced the development of the city, state or country.

Historic context: Relationship to other distinctive buildings, sites, or areas which are eligible for preservation based on historic, cultural, or architectural characteristics.

Unique visual feature: Unique location of singular physical characteristics representing an established and familiar visual feature of a neighborhood, community or the city that is a source of pride or cultural significance.

Archeological: Archeological or paleontological value in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest.

X National and state recognition: Eligible of or designated as a National Historic Landmark, Recorded Texas Historic Landmark, State Archeological Landmark, American Civil Engineering Landmark, or eligible for inclusion in the National Register of Historic Places.

X Historic education: Represents an era of architectural, social, or economic history that allows an understanding of how the place or area was used by past generations.

<i>Recommendation</i>

The Designation Committee requests the Landmark Commission to deem this nominated landmark meritorious of designation as outlined in Chapter 51 and Chapter 51A, Dallas Development Code.

Further, the Designation Committee endorses the Preservation Criteria, policy recommendations and landmark boundary as presented by the Department of Development Services.

Date:

***Daron Tapscott - Chair
Designation Committee***

***Rhonda Dunn, Ph.D.
Historic Preservation Planner***

[Date]

ORDINANCE NO. _____

An ordinance changing the zoning classification on the following property:

Being Lots 1 and 2 in City Block 799; fronting approximately 177 feet on the northeast line of Reiger Avenue; fronting approximately 215 feet on the northeast line of North Carroll Avenue; and containing approximately 0.5821 acre.

by establishing Historic Overlay District No. 157 (Bianchi House); providing procedures, regulations, and preservation criteria for structures and property in the district; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the City of Dallas, have given the required notices and have held the required public hearings regarding the rezoning of the Property described in this ordinance; and

WHEREAS, the city council finds that the Property is an area of historical, cultural, and architectural importance and significance to the citizens of the city; and

WHEREAS, the city council finds that it is in the public interest to establish this historic overlay district; Now, Therefore,

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

SECTION 1. That the zoning classification is changed by establishing Historic Overlay District No. 157 on the property described in Exhibit A ("the Property"), which is attached to and made a part of this ordinance\

SECTION 2. That the establishment of this historic overlay district shall not affect the existing underlying zoning classification of the Property, which shall remain subject to the regulations of the underlying zoning district. If there is a conflict, the regulations in this ordinance control over the regulations of the underlying zoning district.

SECTION 3. That a person shall not alter the Property, or any portion of the exterior of a structure on the Property, or place, construct, maintain, expand, demolish, or remove any structure on the Property without first obtaining a certificate of appropriateness or certificate for demolition or removal in accordance with the Dallas Development Code, as amended, and this ordinance. All alterations to the Property must comply with the preservation criteria attached to and made a part of this ordinance as Exhibit B.

SECTION 4. That the building official shall not issue a building permit or a certificate of occupancy for a use on the Property until there has been full compliance with this ordinance, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the City of Dallas.

SECTION 5. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000. In addition to punishment by fine, the City may, in accordance with state law, provide civil penalties for a violation of this ordinance, and institute any appropriate action or proceedings to prevent, restrain, correct, or abate the unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, demolition, or removal of a building, structure, or land on the Property.

SECTION 6. That the zoning ordinances of the City of Dallas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 7. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of Chapter 1 of the Dallas City Code, as amended.

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

APPROVED AS TO FORM:

TAMMY L. PALOMINO, City Attorney

By _____
Assistant City Attorney

Passed _____

EXHIBIT A
Bianchi House

BEING all that certain lot, tract or parcel of land located in part of City Block 799, City of Dallas, Dallas County, Texas, and being the same tract of land described in deed to Richard F, Leggio, recorded in Volume 98112, Page 4873, Deed Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner at the intersection of the Northwest line of Reiger Avenue, a right-of-way, with the Northeast line of N. Carroll Avenue, a 59 feet right-of-way;

THENCE North 45°00'08" West, along said Northeast line, a distance of 175.00 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the South corner of a tract of land described in deed to Linda J. Albertano, recorded in Instrument No. 20070340630, Official Public Records, Dallas County, Texas;

THENCE North 45°09'22" East, a distance of 144.87 feet to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the Southeast line of said Albertano tract at the West corner of a tract of land described in deed to Tongra LP, recorded in Instrument No. 20080401860, Official Public Records, Dallas County, Texas;

THENCE South 45°00'08" East, a distance of 175.00 feet to a 5/8" iron rod found in the said Northwest line of said Reiger Avenue, at the South corner of said Tongra LP Tract;

THENCE South 45°09'22" West, along said Northwest line, a distance of 144.87" to the PLACE OF BEGINNING and containing 25,351 square feet or 0.582 of an acre of land.

EXHIBIT B
PRESERVATION CRITERIA
BIANCHI HOUSE
4503 REIGER AVENUE

1. GENERAL.

- 1.1 All demolition, maintenance, new construction, public works, renovations, repairs, and site work in this district must comply with these preservation criteria.
- 1.2 Any alterations to property within this district must comply with the regulations in Chapter 51A of the Dallas City Code, as amended. If there is a conflict, these preservation criteria control.
- 1.3 Certificate of appropriateness.
 - a. A person may not alter a site within this district, or alter, place, construct, maintain, or expand any structure on the site without first obtaining a certificate of appropriateness in accordance with Section 51A-4.501 of the Dallas Development Code, as amended, and these preservation criteria.
 - b. The certificate of appropriateness review procedure outlined in Section 51A-4.501 of the Dallas Development Code, as amended, applies to this district.
 - c. Any work done under a certificate of appropriateness must comply with any conditions imposed in the certificate of appropriateness.
 - d. After the work authorized by the certificate of appropriateness is commenced, the applicant must make continuous progress toward completion of the work, and the applicant shall not suspend or abandon the work for a period in excess of 180 days. The Director may, in writing, authorize a suspension of the work for a period greater than 180 days upon written request by the applicant showing circumstances beyond the control of the applicant.
- 1.4 A person may not demolish or remove any structure in this district without first obtaining a certificate for demolition or removal in accordance with Section 51A-4.501 of the Dallas Development Code, as amended.
- 1.5 Preservation and restoration materials and methods used shall be consistent with the Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library or on the National Park Service website.

- 1.6 No person shall allow a structure in this district to deteriorate through demolition by neglect. Demolition by neglect is neglect in the maintenance of a structure that results in deterioration of the structure and threatens preservation of the structure. All structures in this district must be preserved against deterioration and kept free from structural defects. See Section 51A-4.501 of the Dallas Development Code, as amended, for regulations concerning demolition by neglect.
- 1.7 Consult Article XI, "Development Incentives," of the Dallas Development Code, as amended, for tax incentives that may be available in this district.
- 1.8 The period of historic significance for this district is the period from 1910 to 1968.

2. DEFINITIONS.

- 2.1 Unless defined in this section, the definitions in Chapter 51A of the Dallas City Code, as amended, apply.
- 2.2 APPROPRIATE means typical of the historic architectural style, compatible with the character of this district, and consistent with these preservation criteria.
- 2.3 CAST STONE means a form of cured concrete that contains quantities of decorative stone chips in order to attain a smoother, more stone-like finish than that of just cement alone, as exhibited in the Bianchi House.
- 2.4 CERTIFICATE OF APPROPRIATENESS means a certificate required by Section 51A-4.501 of the Dallas Development Code, as amended, and these preservation criteria.
- 2.5 COLUMN means the entire column, including the base and capital.
- 2.6 CONTRIBUTING STRUCTURE means a structure that retains its essential architectural integrity of design and whose architectural style is typical of or integral to this district.
- 2.7 CORNERSIDE FACADE means a facade facing a side street.
- 2.8 CORNERSIDE FENCE means a fence adjacent to a side street.
- 2.9 CORNERSIDE YARD means a side yard abutting a street.
- 2.10 DIRECTOR means the Director of Planning and Development or the Director's representative.
- 2.11 DISTRICT means Historic Overlay District No. 157, the Bianchi Historic Overlay District. This district contains the property described in Exhibit A of this ordinance and as shown on Exhibit C.

- 2.12 ERECT means to attach, build, draw, fasten, fix, hang, maintain, paint, place, suspend, or otherwise construct.
- 2.13 FENCE means a structure or hedgerow that provides a physical barrier, including a fence gate.
- 2.14 INTERIOR SIDE FACADE means a facade not facing a street or alley.
- 2.15 INTERIOR SIDE FENCE means a fence not adjacent to a street or alley.
- 2.16 INTERIOR SIDE YARD means a side yard not abutting a street or alley.
- 2.17 MAIN BUILDING means residential building, as shown on Exhibit C.
- 2.18 NO-BUILD ZONE means that part of a lot in which no new construction may take place, as shown on Exhibit C.
- 2.19 PROTECTED means an architectural or landscaping feature that must be retained and maintain its historic appearance, as near as practical, in all aspects.
- 2.20 QUATREFOIL means an ornamental motif that consists of four, partially overlapping, symmetrical circles of the same diameter, or a four-lobed pattern divided by cusps.
- 2.21 REAL ESTATE SIGN means a sign that advertises the sale or lease of an interest in real property.

3. BUILDING SITE AND LANDSCAPING.

- 3.1 New construction is prohibited in the no-build zone shown on Exhibit C.
- 3.2 The main building is protected.
- 3.3 New driveways, sidewalks, steps, and walkways must be constructed of brick, brush finish concrete, stone, or other appropriate material. Artificial grass, artificially-colored concrete, asphalt, exposed aggregate, and outdoor carpet are not permitted.
- 3.4 Circular driveways and parking areas are not permitted in a front yard.
- 3.5 Carports or garages shall be detached and located outside of the No-Build Zone, behind the Main Building as shown on Exhibit C.

- 3.6 Any new mechanical equipment may not be erected in the No Build Zone, and must be screened from any adjacent street right-of-way.
- 3.7 Landscaping.
 - a. Outdoor lighting must be appropriate and enhance the structure.
 - b. Landscaping must be appropriate, enhance the structure and surroundings, and not obscure significant views of protected facades.
 - c. Existing trees are protected, except that unhealthy or damaged trees may be removed.
- 3.8 Fences.
 - a. Fences are not permitted in the front yard.
 - b. Fences in side yards must be located 8'-0" back from the front facade of the structure at locations indicated as "Limit of Any New Side Yard Fence" on Exhibit C, and shall not abut Main Building within the area of door or window openings.
 - c. Cornerside fences are permitted only if the fence is behind the "Limit of Any New Corner Side Yard Fence" location which is 5'-0" behind the projecting bay, as indicated on Exhibit C, and screening is necessary to ensure privacy due to unusually high pedestrian or vehicular traffic.
 - d. Interior side fences and fences in rear yards may not exceed eight feet in height. Cornerside fences may not exceed six feet in height.
 - e. Fences must be constructed of brick, cast stone, iron, stone, wood, a combination of these materials, or other appropriate materials.

4. FACADES.

- 4.1 Protected facades.
 - a. The facades shown on Exhibit C are protected.
 - b. Reconstruction, renovation, repair, or maintenance of protected facades must be appropriate and must employ materials similar to the historic materials in texture, color, pattern, grain, and module size.
 - c. Historic solid-to-void ratios of protected facades must be maintained.

- d. Brick added to protected facades must match in color, texture, module size, bond pattern, and mortar color.
 - e. Brick, cast stone, and concrete elements on protected facades may not be painted, except that portions of the structure that had been painted before the effective date of this ordinance may remain painted.
- 4.2 Reconstruction, renovation, repair, or maintenance of nonprotected facades must be compatible with protected features.
- 4.3 Wood siding, trim, and detailing must be restored wherever practical.
- 4.4 All exposed wood must be painted, stained, or otherwise preserved.
- 4.5 Historic materials must be repaired if possible; they may be replaced only when necessary.
- 4.6 Paint must be removed in accordance with the Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library, before refinishing.
- 4.7 Aluminum siding, stucco, exterior finish and insulation system (EFIS) and vinyl cladding are not permitted.
- 4.8 Historic color must be maintained wherever practical. Color schemes for non-masonry elements should conform to any available documentation as to historic color.
- 4.9 Exposing and restoring historic finish materials is recommended.
- 4.10 Cleaning of the exterior of a structure must be in accordance with the Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library. Sandblasting and other mechanical abrasive cleaning processes are not permitted.

5. FENESTRATION AND OPENINGS.

- 5.1 Historic doors and windows must remain intact except when replacement is necessary due to damage or deterioration.
- 5.2 Replacement of doors and windows that have been altered and no longer match the historic appearance is recommended.

- 5.3 Replacement doors and windows must express profile, muntin and mullion size, light configuration, and material to match the historic.
- 5.4 Storm doors and windows are permitted if they are appropriate and match the existing doors and windows in profile, width, height, proportion, glazing material, and color.
- 5.5 Decorative ironwork and burglar bars are not permitted over doors or windows of protected facades. Interior mounted burglar bars are permitted if appropriate.
- 5.6 Glass and glazing must match historic materials as much as practical. Films and tinted or reflective glazings are not permitted on glass.
- 5.7 New door and window openings in protected facades are permitted only where there is evidence that historic openings have been filled or the safety of life is threatened.
- 5.8 The Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library or on the National Park Service website, should be referred to for acceptable techniques to improve the energy efficiency of historic fenestration.

6. ROOFS.

- 6.1 The historic slope, massing, configuration, and materials of the roof must be preserved and maintained.
- 6.2 The following roofing materials are allowed: clay tiles, wood or composition shingles, and terra-cotta tiles.
- 6.3 Historic eaves, coping, cornices, dormers, parapets, and roof trim must be retained, and should be repaired with material matching in size, finish, module, and color.
- 6.4 Mechanical equipment, skylights, and solar panels on the roof must be set back or screened so that they are not visible to a person standing at ground level on the opposite side of any adjacent right-of-way.

7. PORCHES AND BALCONIES.

- 7.1 Historic porches and balconies on protected facades are protected.
- 7.2 Porches and balconies on protected facades may not be enclosed. It is recommended that existing enclosed porches on protected facades be restored to their historic appearance.

- 7.3 Historic columns, detailing, railings, and trim on porches and balconies are protected.
- 7.4 Porch floors must be concrete or stone. Concrete, and stone porch floors may not be covered with carpet or paint. A clear sealant is acceptable on porch floors.
- 7.5 Front and sides of front porch, including all visible components of the rail, columns, ceiling and porch flooring are protected.

8. EMBELLISHMENTS AND DETAILING.

- 8.1 The following architectural elements are considered important features and are protected:
 - a. Mission style parapets.
 - b. Quatrefoils.
 - c. Cast cement stone ornamental plaques at front elevation.
 - d. Cast cement stone, piers with cannonball finials at front porch.
 - e. Cast cement stone urns.

9. NEW CONSTRUCTION AND ADDITIONS.

- 9.1 Stand-alone new construction is permitted only in the areas shown on Exhibit C.
- 9.2 Vertical additions are not permitted on protected facades.
- 9.3 Vertical additions are permitted on the rear of the house, behind the main cross gable ridge and a minimum of 6'-6" from face of N. Carroll Ave. facade (appx. location of the roof ridge of the small hipped roof over original heater room and rear screened porch), as shown on Exhibit C.
- 9.4 The height of a new addition may be no more than 4' 6" above the main cross gable ridge of the historic structure.
- 9.5 Horizontal additions to the main building are permitted only in the areas shown on Exhibit C.
- 9.6 The height of new accessory structures must not exceed the height of the main cross gable of the historic structure.
- 9.7 The color, details, form, materials, and general appearance of new construction and additions must be compatible with the existing historic structure.
- 9.8 New construction and additions must have appropriate color, detailing, fenestration, massing, materials, roof form, shape, and solid-to-void ratios.

- 9.9 Aluminum siding, stucco, exterior finish and insulation system (EFIS) and vinyl cladding are not permitted.
- 9.10 The setback of new construction and additions must conform to the setback of adjacent historic structures at front and corner side yards.
- 9.11 Setbacks must comply with the provisions of the Dallas City Code, as amended.
- 9.12 New construction and additions must be designed so that connections between new construction or additions and the historic structure are clearly discernible as suggested by the Secretary of the Interior in Preservation Brief No. **14**. A clear definition of the transition between new construction or additions and the historic structure must be established and maintained. Historic details in the coping, eaves, and parapet of the historic structure must be preserved and maintained at the point where the historic structure abuts new construction or additions.

10. SIGNS.

- 10.1 Signs may be erected if appropriate.
- 10.2 All signs must comply with the provisions of the Dallas City Code 51A-7, as amended.
- 10.3 Temporary political campaign signs and temporary real estate signs may be erected without a certificate of appropriateness.

11. ENFORCEMENT.

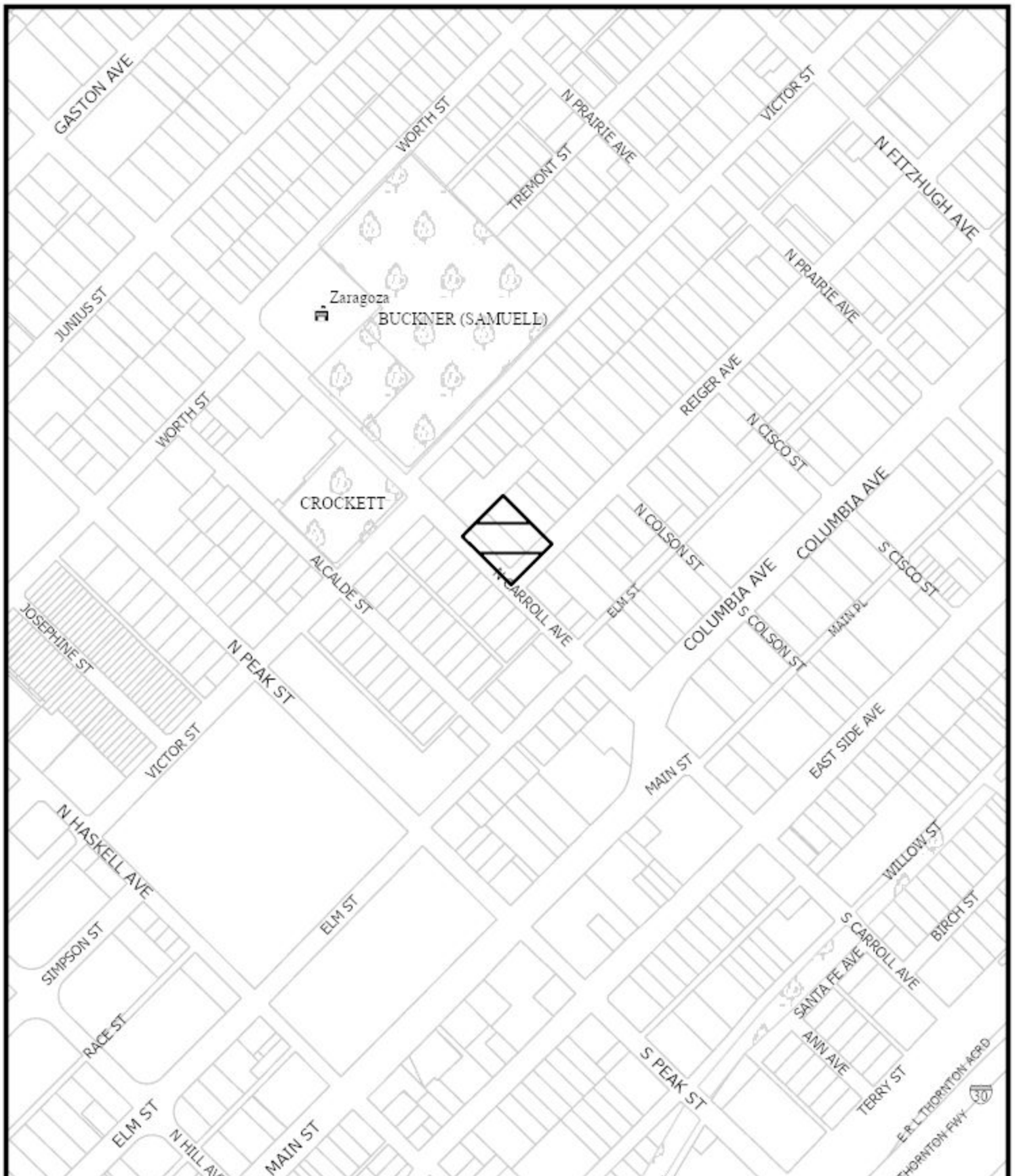
- 11.1 A person who violates these preservation criteria is guilty of a separate offense for each day or portion of a day during which the violation is continued, from the first day the unlawful act was committed until either a certificate of appropriateness is obtained or the property is restored to the condition it was in immediately prior to the violation.
- 11.2 A person is criminally responsible for a violation of these preservation criteria if:
 - a. the person knowingly commits the violation or assists in the commission of the violation;
 - b. the person owns part or all of the property and knowingly allows the violation to exist;
 - c. the person is the agent of the property owner or is an individual employed by the agent or property owner; is in control of the property; knowingly allows the violation to exist; and fails to provide the property owner's

name, street address, and telephone number to code enforcement officials;
or

- d. the person is the agent of the property owner or is an individual employed by the agent or property owner, knowingly allows the violation to exist, and the citation relates to the construction or development of the property.

- 11.3 Any person who adversely affects or demolishes a structure in this district in violation of these preservation criteria is liable pursuant to Section 315.006 of the Texas Local Government Code for damages to restore or replicate, using as many of the original materials as possible, the structure to its appearance and setting prior to the violation. No certificates of appropriateness or building permits will be issued for construction on the site except to restore or replicate the structure. When these restrictions become applicable to a site, the Director shall cause to be filed a verified notice in the county deed records and these restrictions shall be binding on future owners of the property. These restrictions are in addition to any fines imposed.
- 11.4 Prosecution in municipal court for a violation of these preservation criteria does not prevent the use of other enforcement remedies or procedures provided by other city ordinances or state or federal laws applicable to the person charged with or the conduct involved in the offense.





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VICINITY MAP

Case no: **Z189-161**Date: **10/23/2024**

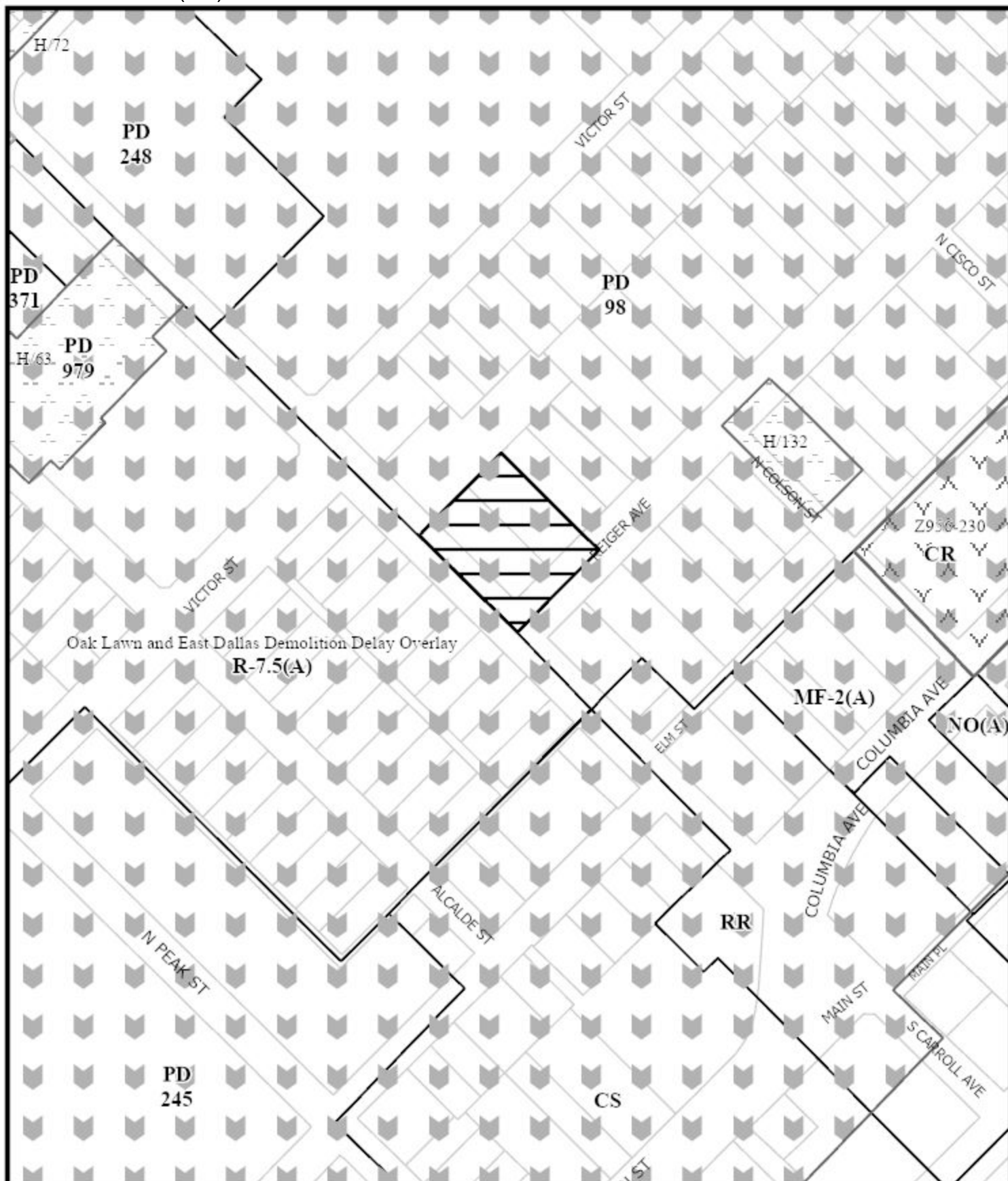


1:2,400

AERIAL MAP

Case no: Z189-161

Date: 10/23/2024

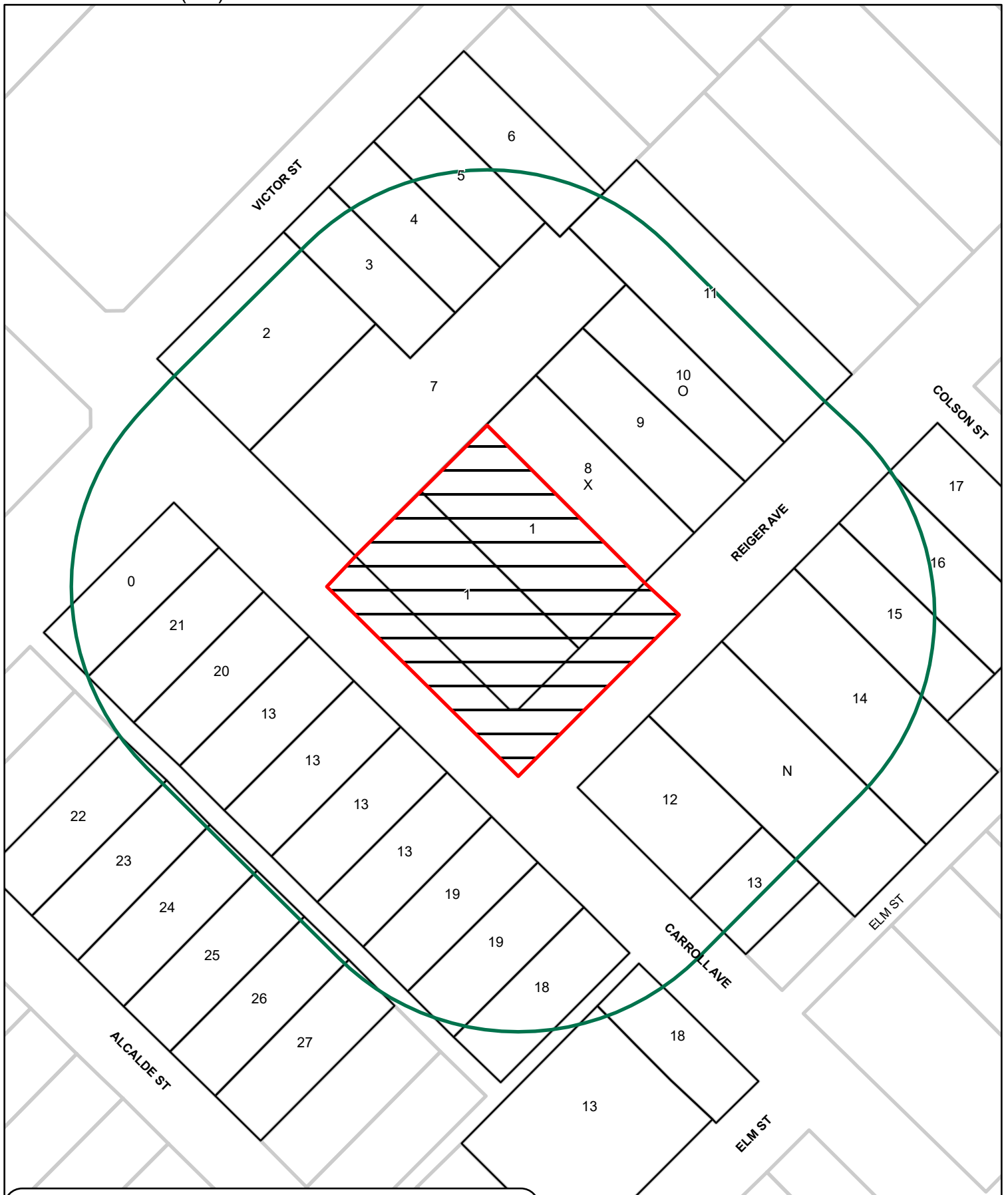


1:2,400

ZONING AND LAND USE

Case no: **Z189-161**

Date: **10/23/2024**



<u>27</u>	Property Owners Notified (37 parcels)
<u>1</u>	Replies in Favor (1 parcel)
<u>1</u>	Replies in Opposition (1 parcel)
<u>200'</u>	Area of Notification
<u>12/5/2024</u>	Date

Z189-161
CPC



12/04/2024

Reply List of Property Owners***Z189-161******27 Property Owners Notified******1 Property Owners in Favor******1 Property Owners Opposed***

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	1	4503 REIGER AVE	4503 REIGER LLC
	2	328 N CARROLL AVE	VICTOR STREET BIBLE CHAPEL
	3	4512 VICTOR ST	PAYTON JOSEPH
	4	4516 VICTOR ST	PEDRAZA ELIAZAR & LORENZA
	5	4520 VICTOR ST	ESCOBEDO JESUS
	6	4524 VICTOR ST	DHARMAGUNARATNE CHARAKA
	7	316 N CARROLL AVE	CARROLL ANN DALLAS LLC
X	8	4515 REIGER AVE	TONGRA LP
	9	4517 REIGER AVE	REID DOUGLAS &
O	10	4519 REIGER AVE	IRA FINANCIAL TRUST COMPANY
	11	4523 REIGER AVE	WWGA 4523 REIGER LLC
	12	4502 REIGER AVE	BRP MANAGEMENT TRUST
	13	208 N CARROLL AVE	SAFE CAPITAL INVESTMENTS LLC
	14	4514 REIGER AVE	RESTORED HOPE MINISTRIES INC
	15	4522 REIGER AVE	TSENG YUTUN
	16	4526 REIGER AVE	BARRETT NATHANIEL C &
	17	4530 REIGER AVE	MILLSAP WENDY A
	18	205 N CARROLL AVE	KIDANE YOUSEF ET AL
	19	215 N CARROLL AVE	LAND ETEBARI HOLDINGS LLC
	20	315 N CARROLL AVE	LUPIAN RAFAEL
	21	317 N CARROLL AVE	GARZA VICTORIA GUADALUPE
	22	312 ALCALDE ST	ALVAREZ GLORIA &
	23	308 ALCALDE ST	ESCUADRAESTRADA HERLINDA &
	24	304 ALCALDE ST	CEVILLA YSIDORO A &
	25	300 ALCALDE ST	CARDENAS ABELARDO B & DEBORAH
	26	222 ALCALDE ST	TAYLOR PATRICIA L ET AL

Z189-161(RD)

12/04/2024

<i>Reply</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	218 ALCALDE ST	MORENO GUADALUPE SANCHEZ