

Memorandum



CITY OF DALLAS

DATE March 10, 2017

TO Honorable Mayor and Members of the City Council

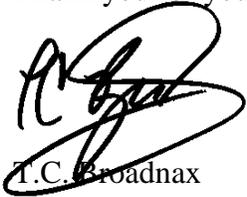
SUBJECT **Immigration Policy Related Items**

During the February 13, 2017 meeting of the City Council Legislative Ad Hoc Committee, committee members discussed immigration, including proposed policy language. At the time, committee members agreed to submit to the Chair of the committee any related policy language or resolutions, which would then be compiled and distributed for consideration when the item adopting the federal legislative program was to be considered on February 22nd. That item was deferred to March 22 by Councilmember Kleinman.

As you know, I have recently created the Office of Welcoming Communities and Immigrant Affairs, and have appointed Mary Elizabeth (Liz) Cedillo-Pereira, who as I mentioned in my appointment memo, has more than 15 years of experience at the federal, state and local level dealing with immigration related matters, as the Director of that Office. I am recommending that the City Council delay adopting any policy related to immigration, until such time that Ms. Cedillo-Pereira has time to further study these issues and the potential impacts to the City and the community.

Meanwhile, the City Council is scheduled to consider adoption of the legislative program on March 22nd. There is no language in the federal program related to immigration policy. Additionally, City Council will also be considering item #46, which is a resolution condemning violence and hate speech and expressing solidarity with Muslims and all those targeted for their ethnicity, race or religion. We will also continue to closely monitor and keep the City Council up to speed on any legislation or policy coming out of Austin or Washington related to immigration.

Thank you for your consideration. Please contact me if you have any questions.

A handwritten signature in black ink, appearing to read 'T.C. Broadnax'.

T.C. Broadnax
City Manager

c: Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
Kimberly Bizzor Tolbert, Chief of Staff to the City Manager
Majed A. Al-Ghafry, Assistant City Manager
Theresa O'Donnell, Interim Chief of Economic Development & Neighborhood Services

Mark McDaniel, Assistant City Manager
Eric D. Campbell, Assistant City Manager
Jill A. Jordan, P.E., Assistant City Manager
Joey Zapata, Assistant City Manager
M. Elizabeth Reich, Chief Financial Officer
Alan E. Sims, Interim Chief of Community Services
Directors and Assistant Directors

Memorandum



DATE March 10, 2017

TO Housing Committee Members: Scott Griggs, Chair, Carolyn King Arnold, Vice-Chair, Mayor Pro-Tem Monica R. Alonzo, Tiffinni A. Young, Mark Clayton, and Casey Thomas, II

SUBJECT **Neighborhood Stabilization Program (NSP) Review**

Between 2009 and 2011, the City of Dallas was awarded NSP funding totaling approximately \$10.3M from the Department of Housing & Urban Development (HUD). The funding was specifically designed to address redevelopment of foreclosed properties, either improved or unimproved.

As the federal government seeks to finalize and close out this grant, HUD reviewed the City of Dallas' NSP program, projects, and expenditures in 2016. While there is not yet a "final" report, HUD disallowed \$50,809.56 in administrative expenses and the City of Dallas repaid this amount on February 13, 2017.

This memo serves to notify the Housing Committee of this repayment.



T.C. Broadnax
City Manager

c: Larry Casto, City Attorney
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Memorandum



DATE March 10, 2017
TO Honorable Mayor and Members of the City Council
SUBJECT **Waiving Court Fees – Responses to Questions**

Below are responses to questions asked during the Wednesday, March 1, 2017 Waiving Court Fees Council Briefing.

Question 1: Did the City participate on the National Task Force for Fines, Fees and Bail Practices?

Response: No, participation in the task force was by invitation only. Most of the task force leaders were State Chief Justices and State court administrators.

The task force's most recent guidelines for consideration of indigence focuses on the same set of criteria mentioned during the recent Council briefing, this includes items such as; income, Federal assistance, basic household expenses, and disabilities. These items are also incorporated into the City of Dallas' indigence screening process.

Question 2: Can we get a breakdown as to what fees are City and which are State?

Response: A breakdown as to where payment of fees are distributed is included in the details of Attachment A.

Question 3: Can we get a breakdown of how much the City is receiving from fines & fees?

Response: State reports for FY16 show a total collections at the Dallas Municipal Court as \$25,685,483. Approximately 72% of that money, or \$18,507,973, was reported kept by the City, and the remaining \$7,177,510, or 28%, was remitted to the State.

Question 4: Which fees are imposed by the City?

Response: Below is a breakout:

Costs & Fees Imposed by City

<i>Omni Fee</i>	\$30	License hold – Defendant failed to appear or failed to pay
<i>Technology Fee</i>	\$4	All offenses
<i>Building Security Fee</i>	\$3	All offenses
<i>Juvenile Case Manager Fee</i>	\$5	All offenses
<i>Collection Agency Fee</i>	Varies	Cases more than 60 days past due and referred to collections
<i>Credit Card Processing Fee</i>	\$3.50	Online only – Fee covers service and processing costs

Question 5: Can we have the attendance sign in sheet for the December 2015 meeting?

Response: Meetings in December 2015 were on a one on one basis with several judges. A comprehensive group meeting covering the topic occurred in April 2016. Attachment B shows the sign in sheet for that meeting and the agenda.

Question 6: Which judges are waiving fees?

Response: This Information can be provided through the Administrative Judge upon individual requests from Council.

Question 7: What are the top five revenue generating offenses?

Response: The top five revenue generating offenses to the City in FY16 were:

<i>Offense</i>	FY16 Paid Citation Count	City Fines Collected
1) <i>Driving Without A Driver's License</i>	12,381	\$1,930,145
2) <i>Speeding</i>	10,181	\$1,599,228
3) <i>No Insurance</i>	3,398	\$986,142
4) <i>State Registration</i>	3,311	\$545,254
5) <i>Bulky Trash Out Too Early</i>	3,072	\$444,481

Question 8: What is the face value and financial impact of waiving tickets 10 years and older?

Response: There are 846,836 outstanding tickets that have offense dates of 10 years old or greater. The face value of those tickets is \$292,187,543. Since there are significant inhibitors in collecting this money, only a small portion of these cases are resolved each year.

Last year, The City of Dallas collected approximately \$976,725 from tickets 10 years or older. This money was deposited into the City's General Fund. It can be anticipated that waiving cases 10 years and older would impact the City's general fund by at least this much, and probably more, considering a precedent would then be set where defendants would know that going forward, it might be more advantageous not to respond to their citation and instead wait for the next purge.

Question 9: Can we have a list of who is doing what dockets and who is doing warrants?

Response: Attachment C is a list of judges by docket assignment. In regards to which judges are signing warrants, nearly all judges are assigned a day or time to sign warrants. Below are statistics showing the percent of warrants signed by each judge YTD in FY17.

Warrants Signed by Full Time Judges in FY17 (YTD)		
Full Time Judge:	Total Warrants	% of All Warrants Signed
Clancy, Julie	41,729	59%
Ryan, Daniel L	9,306	13%
Wade Jr, Henry	6,382	9%
Robinson, Preston	5,819	8%
Acuna, Michael	3,515	5%
All Other Full Time Judges (Rosales, Solis, Lander, J. Robinson, Williams, Blacklock, Murrell)	4,496	6%
Total	71,247	100%

Question 10: Does the City participate in the Municipal Child Safety Fee?

Response: Yes, the Local Government Code requires cities with a population of more than 850,000 to create a Child Safety Fund and charge court costs on each parking violation not to exceed \$5 and fees for certain offenses that occur within a school crossing zone. The City of Dallas charges the maximum \$5 for parking violations and a \$25 fee for school crossing zone violations. Additionally, an optional motor vehicle registration fee, not to exceed \$1.50, may also be assessed and directed to the Child Safety Fund via the County. This \$1.50 registration fee is collected by Collin and Denton County, but not Dallas County.

While year to year receipts vary, approximately \$600,000 is annually captured through this program of which the City retains 10% for administrative costs. By interlocal agreement, the Child Safety Fund monies are collected by the City and transferred to Dallas County Schools.

Question 11: How are crossing guards and school bus stop arm cameras funded?

Response: The school crossing guard program and the school bus stop arm cameras are managed and funded by Dallas County Schools. By Inter-local agreement with the City, Dallas County Schools provides enforcement of the Stop Arm Ordinance in the City of Dallas and manages and funds the school crossing guard program. The Child Safety Fund monies collected by the City are transferred to Dallas County Schools to offset the costs of the school crossing guard program.

Please let me know if you have any questions.



Eric D. Campbell
Assistant City Manager

cc: T.C. Broadnax, City Manager
Larry Casto, City Attorney
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Attachment A

The following costs are not assessed upon conviction, but are assessed in appropriate circumstances:

- (32) Administrative Fee (Omni Fee) – Transportation Code § 706.006(b) -- \$30.00
This fee is required to be paid by any “person who fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner the court orders.”
- (33) Time Payment Fee – Local Government Code § 133.103 -- \$25.00
This fee is required to be assessed whenever a person who has been convicted of an offense “pays any part of a fine, court costs, or restitution on or after the 31st day after the date on which a judgment is entered assessing the fine, court costs, or restitution.”
- (34) Driving Record Fee – Code of Criminal Procedure art. 45.0511(c-1) -- \$12.00
This fee is required to be imposed on a defendant who wishes to take a driving safety course if the Court chooses to have DPS provide the defendant’s driving record.
- (35) Driving Safety Course Administrative Fee – Code of Criminal Procedure art. 45.0511(f)(1) – not to exceed \$10.00
This optional fee may be imposed by the Court upon a defendant’s request to take a driving safety course.
- (36) Driving Safety Course Special Request Fee – Code of Criminal Procedure art. 45.0511(f)(2) – an amount not more than the maximum fine amount
This optional fee may be imposed by the Court upon a defendant’s request to take a driving safety course pursuant to Subsection (d) of the statute. The request is a “special” request because certain requirements entitling the defendant to take a driving safety course have not been satisfied.
- (37) Special Expense Fee – Code of Criminal Procedure art. 45.051(a) – an amount not to exceed the amount of the fine that could be imposed
This fee may be imposed by the Court when placing a defendant on deferred disposition.

Detailed Description of Offenses in each Misdemeanor Category

- A Passing School Bus (Transportation Code, § 545.066)
- B Rules of the Road Offense¹ (other than a Parking Offense, Pedestrian Offense, or Passing School Bus Offense) that is a moving violation²
- C Rules of the Road Offense (other than a Parking Offense, Pedestrian Offense, or Passing School Bus Offense) that is not a moving violation)
- D Parent Contributing to Non-attendance Offense (Education Code, § 25.093)
- E Disobeying Warning Signs or Driving Around a Barricade (Transportation Code, § 472.022)
- F General fine-only misdemeanor offense³ that is a moving violation
- G General fine-only misdemeanor offense that is not a moving violation
- H State Parking Offense or State Pedestrian Offense that is a Rules of the Road Offense
- I Violation of Municipal Parking Ordinance
- J (1) State Parking Offense or State Pedestrian Offense that is not a Rules of the Road Offense; or (2) Violation of Municipal Pedestrian Offense

¹A rules-of-the-road offense is any offense found in Transportation Code, Chapters 541 – 600.

² The list of offenses considered to be moving violations can be found in 37 Tex. Admin. Code § 15.89(b) and is available online at <http://texreg.sos.state.tx.us/fids/201403910-1.html>.

³ A general fine-only misdemeanor offense is any fine-only misdemeanor offense not listed in Categories A - E and H - J.

NOTE: When “X” appears on the chart this indicates that the amount must be calculated as provided in the statute.

Court Cost and Fee Destinations

- (1) 90% to the State; 10% as a collection fee to the City. The State money goes to 14 destinations as follows: (1) abused children's counseling [0.0088%]; (2) crime stoppers assistance [0.2581%]; (3) breath alcohol testing [0.5507%]; (4) Bill Blackwood Law Enforcement Management Institute [2.1683%]; (5) law enforcement officers standards and education [5.0034%]; (6) comprehensive rehabilitation [9.8218%]; (7) law enforcement and custodial officer supplemental retirement fund [11.1426%]; (8) criminal justice planning [12.5537%]; (9) Center for the Study and Prevention of Juvenile Crime and Delinquency at Prairie View A&M University [1.2090%]; (10) compensation to victims of crime fund [37.6338%]; (11) emergency radio infrastructure account [5.5904%]; (12) judicial and court personnel training fund [4.8362%]; (13) Correctional Management Institute of Texas and Criminal Justice Center Account [1.2090%]; and (14) fair defense account [8.0143%].
- (2) 5% to the City as a service fee for collection and 95% to the State. The money is directed to the State as follows: (1) 67% to the credit of the undedicated portion of the General Revenue Fund; and (2) 33% to the credit of the designated trauma and emergency medical services account under Section 780.003, Health & Safety Code.
- (3) 100% to the City. If the City has a population greater than 850,000, the money is deposited in a fund known as the Municipal Child Safety Trust Fund. Money in the fund is to be used to provide school crossing guard services as provided by Chapter 343, Government Code. After payment of the expenses of the school crossing guard services, any remaining money in the fund may be used for programs designed to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention. If the City has a population of less than 850,000, the money must be used for a school crossing guard program if the City operates one. If the City does not operate a school crossing guard program (or if the money received from the cost exceeds the amount necessary to fund the school crossing guard program, the City may expend the additional money for programs designed to enhance: (1) child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; or (2) public safety and security.
- (4) 100% to the City. If the City has a population greater than 850,000, the money is deposited in a fund known as the Municipal Child Safety Trust Fund. Money in the fund is to be used to provide school crossing guard services as provided by Chapter 343, Government Code. After payment of the expenses of the school crossing guard services, any remaining money in the fund may be used for programs designed to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention. If the City has a population of less than 850,000, the money must be used for a school crossing guard program if the City operates one. If the City does not operate a school crossing guard program (or if the money received from the cost exceeds the amount necessary to fund the school crossing guard program, the City may expend the additional money for programs designed to enhance: (1) child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; or (2) public safety and security.
- (5) \$0.60 goes to the City's General Fund "to promote the efficient operation of the . . . municipal courts and the investigation, prosecution, and enforcement of offenses that are within the jurisdiction of the courts." \$5.40 goes to the State Judicial Fund for court-related purposes for support of the judicial branch of the State, for child support and court management as provided by § 21.007, Government Code, and for basic civil legal services to the indigent as provided by § 51.943, Government Code.
- (6) 100% of the money stays with the City. There is no stated purpose for the money.
- (7) 90% to the State "Fair Defense Account" to fund indigent defense; 10% goes to the City as a collection fee.
- (8) Generally, 100% of the money goes to the State for deposit to the credit of a dedicated account in the General Revenue Fund known as the "Truancy Prevention and Diversion Fund." An exception exists in those cities that have established (or are attempting to establish) a juvenile case manager program. These cities have the option of retaining 50% of the money. The other 50% of the money would be directed to the State's Truancy and Prevention Fund." The money retained by the City is to be used to operate or establish a juvenile case manager program.
- (9) 90% of the money goes to the State and is deposited to the credit of the "Civil Justice Data Repository Fund" in the State's General Revenue Fund. The State money is "to be used only by the Texas Commission on Law Enforcement to implement duties under Section 1701.162, Occupations Code." The Commission's duties involve the audit of certain law enforcement agency records.
- (10) The money is directed to: (1) the law enforcement agency that executed the arrest warrant, *capias*, or *capias pro fine*, if the agency requests of the court, not later than the 15th day after the date of the execution of the arrest warrant, *capias*, or *capias pro fine*, the imposition of the fee on conviction; or (2) the law enforcement agency that processed the arrest warrant, *capias*, or *capias pro fine*, if: (a) the arrest warrant, *capias*, or *capias pro fine* was not executed; or (b) the executing law enforcement agency failed to timely request the fee.
- (11) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (*e.g.*, DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.
- (12) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (*e.g.*, DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.
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- (14) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (*e.g.*, DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.

- (15) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (e.g., DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.
- (16) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (e.g., DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.
- (17) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (e.g., DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.
- (18) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (e.g., DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.
- (19) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (e.g., DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.
- (20) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (e.g., DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.
- (21) Generally, 100% of the money stays with the City. The exception is if the service is performed by a peace officer employed by the State (e.g., DPS, Parks & Wildlife, etc.). In such an instance, the City keeps 80% of the fee. The other 20% goes to the State.
- (22) \$20 is directed to the State while \$10 is retained by the City. Of the \$20 directed to the State, \$10 is credited to the DPS to implement Chapter 706 of the Transportation Code. Chapter 706 outlines the procedure for DPS to deny the renewal of the driver's license of a person who has failed to pay his or her court-ordered fine and costs. The remaining \$10 goes to the State, but is not designated for any particular purpose. Of the \$10 retained by the City, \$6 is paid to OmniBase Services, Inc. OmniBase Services is a private vendor with which DPS has contracted to assist in implementing Chapter 706. The remaining \$4.00 is retained by the City. There is no specified purpose for this \$4 amount.
- (23) 100% to the City. If the City has a population greater than 850,000, the money is deposited in a fund known as the Municipal Child Safety Trust Fund. Money in the fund is to be used to provide school crossing guard services as provided by Chapter 343, Government Code. After payment of the expenses of the school crossing guard services, any remaining money in the fund may be used for programs designed to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention. If the City has a population of less than 850,000, the money must be used for a school crossing guard program if the City operates one. If the City does not operate a school crossing guard program (or if the money received from the cost exceeds the amount necessary to fund the school crossing guard program, the City may expend the additional money for programs designed to enhance: (1) child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; or (2) public safety and security.
- (24) 50% of the money (\$6.00) goes to the State's Compensation to Victims of Crime Fund. The other 50% of the money (\$6.00) is to be retained by the court "for costs incurred in collecting the specified installments."
- (25) 100% to the City. The money is deposited in a fund known as the Municipal Child Safety Trust Fund. Money in the fund is to be used to provide school crossing guard services as provided by Chapter 343, Government Code. After payment of the expenses of the school crossing guard services, any remaining money in the fund may be used for programs designed to enhance child safety, health, or nutrition, including child abuse intervention and prevention and drug and alcohol abuse prevention.
- (26) 100% to the City. The money must be used for a school crossing guard program if the City operates one. If the City does not operate a school crossing guard program (or if the money received from the cost exceeds the amount necessary to fund the school crossing guard program, the City may expend the additional money for programs designed to enhance: (1) child safety, health, or nutrition, including child abuse prevention and intervention and drug and alcohol abuse prevention; or (2) public safety and security.
- (27) 90% to the State Jury Service Fund to reimburse counties for juror costs; 10% as a collection fee to the City.
- (28) 100% of the money stays with the City.
- (29) 100% of the money stays with the County and is directed to the City's Juvenile Case Manager Fund.
- (30) 100% of the money is retained by the City and is deposited in the "Municipal Court Technology Fund."
- (31) 100% of the money stays with the City. The money is to be deposited in the Municipal Court Building Security Fund.
- (32) \$20 is directed to the State while \$10 is retained by the City. Of the \$20 directed to the State, \$10 is credited to the DPS to implement Chapter 706 of the Transportation Code. Chapter 706 outlines the procedure for DPS to deny the renewal of the driver's license of a person who has failed to pay his or her court-ordered fine and costs. The remaining \$10 goes to the State. There is no stated purpose for this \$10 amount. Of the \$10 retained by the City, \$6 is paid to OmniBase Services, Inc. OmniBase Services is a private vendor with which DPS has contracted to assist in implementing Chapter 706. The remaining \$4.00 is retained by the City. There is no specified purpose for this \$4 amount.

- (33) 50% of the money (\$12.50) is sent to the State and the other 50% (\$12.50) is retained by the City. The money directed to the State is to be deposited in the State's General Fund. As for the 50% of the money retained by the City, 80% (\$10.00) goes to the City for unspecified purposes. The remaining 20% (\$2.50) is to be used "for the purpose of improving the efficiency of the administration of justice in the county." The City is required to "prioritize the needs of the judicial officer who collected the fees when making expenditures . . . and use the money deposited to provide for those needs."
- (34) \$10 goes to the State and is to be credited to the Department of Public Safety (DPS). The other \$2 also goes to the DPS and is specially designated to be used to support the "State Electronic Internet Portal" project.
- (35) 100% of the money stays with the County.
- (36) 100% of the money stays with the County.
- (37) 100% of the money stays with the County.

Attachment B

City of Dallas
 EMS/QMS/OHSAS Management Systems
 TRAINING/MEETING SIGN-IN SHEET



City of Dallas

Document Number: COD-FRM-012		Reviewed by OHSAS - <u>RMD</u> (signature on file)		Revision Number: 4	
Effective Date: 05/20/10		Approved By: Kris Sweckard		Type of Training/Meeting: <input type="checkbox"/> EMS <input type="checkbox"/> QMS <input type="checkbox"/> OHSAS <input checked="" type="checkbox"/> OTHER	
Meeting/Course Name: City Atty's Opinion Fines,		Meeting/Course Number:		Meeting/Course Duration: 1 hour	
Trainer: Daniel Solis, Adm. Judge		Trainer's Employee Number:		Date: 4-29-16	
				Start Time: 10:30 A.M.	
				Location: #334 Court #4	

	Employee Name	Employee #	Department	Signature
1	Daniel F. Solis		Jud	[Signature]
2	Daniel Ryan		Jud	[Signature]
3	JOHN McCALL JR		JUD	[Signature]
4	KATHRYN HOANG		JUD	[Signature]
5	DANIEL E. MCDONALD JA		Jud	[Signature]
6	Cheryl Williams		Jud	[Signature]
7	Demetrius E. Blacklock		Sol.	[Signature]
8	C. Victor Pander		JUDICIARY	[Signature]
9	Julie Clancy		JUD	[Signature]
10	Rexford Robinson, Jr.		Jud	[Signature]
11	Henry Wade		Jud.	[Signature]
12	JAY ROBINSON		JUD.	[Signature]
13	Michael Acuña		Jud.	[Signature]
14	Kristine Primros		JUD	[Signature]

	Employee Name	Employee #	Department	Signature
15	ROLAND ANDERSON		Jud.	Roland Anderson
16	B.A. SERRE		Jud.	B.A. Serre
17	Paula Morales Aldana		Jud	Paula Morales
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Municipal Judges' Meeting
April 29, 2016 @ 10:30 noon

~AGENDA~

- I. Incode Profile Updates
- II. City Attorney's Advisory Opinion Regarding Court Fines, Cost and Fees
- III. Open Discussion
- IV. Next Judges' Meeting TBA

Attachment C

Municipal Court Dockets

Court	Monday	Tuesday	Wednesday	Thursday	Friday
Judge Murrell Court 1	Proof or Plea 8:30 AM Walk In Court 1:00 PM Walk In Court	Proof or Plea 8:30 AM Walk In Court 1:00 PM Walk In Court	Warrant Review	Proof or Plea 8:30 AM Walk In Court 1:00 PM Walk In Court	Proof or Plea 8:30 AM Walk In Court 1:30 PM Adjudication Hearing 3rd Friday: 1:00 PM Show Cause
Judge Blacklock Court 2	Proof or Plea 8:30 AM Walk In Court 1:00 PM Walk In Court	Proof or Plea 8:30 AM Walk In Court 1:00 PM Walk In Court	Warrant Review	Proof or Plea 8:30 AM Walk In Court 1:00 PM Walk In Court	Proof or Plea 8:30 AM Walk In Court 1:30 PM Adjudication Hearing 3rd Friday: 1:00 PM Show Cause
Judge Williams Court 3	Warrant Review	Juvenile 8:30 AM Juv. 1st App (75) 1:00 PM Juv Show Cause	Juvenile 8:30 AM Juv Trial Settings (40) 1:30 PM Juv. 1st App (75) 5:00 PM Drug Docket 5:30PM Show Cause Quarterly	South Dallas Community Court 12 9:00 AM Community Offenses 1:00 PM Community Offenses 1:30 PM Show Cause Quarterly 9:00 PM PDI Docket	8:30 AM Proof or Plea Bulk. Walk in 1:00-3:30 PM Juv Off Docket 1:00 PM Adult Show Cause 1:30 PM Adjudication Hearing
Judge Solis Court 4	8:15 PM Atty Walk In (<20) 8:30 AM Dom. Viol. Atty Pretrial (25) 8:45 AM Atty Walk In 1:00 PM Dom. Viol. Pro Se Pretrial (20) 1:15 PM Atty Walk In (<20) 1:30 PM Atty Walk In 4:00 PM Veterans Docket	8:15 PM Atty Walk In (<20) 8:30 AM Pro Se Hearings (60) 8:45 AM Atty Walk In 1:00 PM Pro Se Hearings (60) 1:15 PM Atty Walk In (<20) 1:30 PM Atty Walk In	8:15 PM Atty Walk In (<20) 8:30 AM Pro Se Hearings (60) 8:45 AM Atty Walk In 1:00 PM Pro Se Hearings (60) 1:15 PM Atty Walk In (<20) 1:30 PM Atty Walk In	8:15 PM Atty Walk In (<20) 8:30 AM Family Viol. Trial Settings (30) 8:45 AM Atty Walk In 1:00 PM Pro Se Hearings (60) 1:15 PM Atty Walk In (<20) 1:30 PM Atty Walk In	8:15 PM Atty Walk In (<20) 8:30 AM Pro Se Hearings (60) 8:45 AM Atty Walk In 1:00 PM Show Cause 1:15 PM Juv. 2nd App (200) 1:30 PM Adjudication Hearing 2:00 PM Inactive Badge Docket
Judge Lander Court 5	Warrant Review	8:30 AM Atty Pretrial Hearings (75) 1:00 PM Atty Pretrial Hearings (75)	Lew Sterrett Video Magistrate 8:00 AM Lew Sterrett Jail Docket 9:45 AM CDC Jail Docket 9:45 AM Jury Orientation 1:30 PM Jury Orientation 3:30 PM CDC Jail Docket 4:00 PM Lew Sterrett Jail Docket	Warrant Review	8:30 AM Atty Pretrial Hearings (75) 1:30 PM Adjudication Hearings 3rd Friday 1:00 PM Show Cause
Judge Wade Jail Court 6	Lew Sterrett Video Magistrate 8:00 AM Lew Sterrett Jail Docket 9:45 AM CDC Jail Docket 3:30 PM CDC Jail Docket 4:00 PM Lew Sterrett Jail Docket	Lew Sterrett Video Magistrate 8:00 AM Lew Sterrett Jail Docket 9:45 AM CDC Jail Docket 9:45 AM Jury Orientation 1:30 PM Jury Orientation 3:30 PM CDC Jail Docket 4:00 PM Lew Sterrett Jail Docket	Warrant Review	Lew Sterrett Video Magistrate 8:00 AM Lew Sterrett Jail Docket 9:45 AM CDC Jail Docket 9:45 AM Jury Orientation 1:30 PM Jury Orientation 3:30 PM CDC Jail Docket 4:00 PM Lew Sterrett Jail Docket	Lew Sterrett Video Magistrate 8:00 AM Lew Sterrett Jail Docket 9:45 AM CDC Jail Docket 3:30 PM CDC Jail Docket 4:00 PM Lew Sterrett Jail Docket
Judge PRobinson Court 7	Warrant Review	8:30 AM Atty Pretrial Hearings (75) 1:00 PM Atty Pretrial Hearings (75)	8:30 AM Trial Settings (55) 1:00 PM Atty Pretrial Hearings (75)	8:30 AM Atty Pretrial Hearings (75) 1:00 PM Trial Settings (55)	8:00 AM Proof or Plea Mail 1:30 PM Adjudication Hearing 3rd Friday: 1:00 PM Show Cause
Judge JRobinson Court 8	8:30 AM Atty Pretrial Hearings (75) 1:00 PM Atty Pretrial Hearings (75)	8:30 AM Atty Pretrial Hearings (75) 1:00 PM Atty Pretrial Hearings (75)	8:30 AM Trial Settings (55) 1:00 PM Atty Pretrial Hearings (75)	8:30 AM Trial Settings (55) 1:00 PM Trial Settings (55)	Civil Appeals
Court 9	***	***	***	***	***
Judge Clancy Court 10	8:30 AM Atty Pretrial Hearings (75) 1:00 PM Atty Pretrial Hearings (75)	Warrant Review	8:30 AM Atty Pretrial Hearings (75) 1:00 PM Trial Settings (55)	8:30 AM Trial Settings (55) 1:00 PM Trial Settings (55)	Warrant Review

Municipal Court Dockets

Court	Monday	Tuesday	Wednesday	Thursday	Friday
Judge Acuna Court 11	2nd Monday: 9:00 AM and 1:00 PM Urban Rehabilitation Red Tag Structures 1:00 PM Pretrial Hearings (50)	2nd Tuesday: 9:00 AM and 1:00 PM Urban Rehabilitation Red Tag Structures Health/Animal/Environmental 8:00 AM Pretrial Hearings (65) 1:00 PM Pretrial Hearings (65)	8:30 AM Trial Settings (55) 1:00 PM Pretrial Hearings (50) 2nd & 4th Wednesdays: 8:30 AM Trial Settings (20) Trial 9:00AM Urban Rehabilitation (2 nd call back) 9:00 AM Chapter 54 Hearings 9:30 AM Dangerous Dog Appeals	Health/Animal/Environmental 8:30 AM Trial Settings (45) 1:00 PM Health/Animal/ Environmental Pretrial Hearings (65) 1st & 3rd Thursdays: 9:00 AM 8 Liners Offenses	Art 45.057(e) Hearings 8:30 AM Juv/Parent (80) 9:00 AM Juv/Parent Capias (80) 1:30 PM Adjudication Hearing 3rd Fridays: 1:00 PM Show Cause 4th Friday: 8:30 AM Bond Forfeitures
Judge Rosales	Northeast Community Court 15 9:00 AM Community Offenses 1:00 PM Community Offenses 1:30 PM Show Cause Quarterly	West Dallas Community Court 14 9:00 AM Community Offenses 1:00 PM Community Offenses 1:30 PM Show Cause Quarterly	Proof or Plea 8:30 AM Walk In Court 1:00 PM Walk In Court	Warrant Review	8:30 AM Atty Pretrial Hearings (75) 1:30 PM Adjudication Hearing 3rd Fridays: 1:00 PM Show Cause
Judge Ryan	South Oak Cliff Community Court 13 9:00 AM Community Offenses 1:00 PM Community Offenses 1:30 PM Show Cause Quarterly	Warrant Review	Proof or Plea 8:30 AM Walk In Court 1:00 PM Walk In Court	Civil 8:30 AM Civil Appeals 1:30 PM Civil Appeals	Warrant Review
Hearing Officer's Court Kaufman	7:30 AM Off Docket Mail 8:30 AM - 11:30 AM 1:30 PM - 4:00 PM Pre-hearings	7:30 AM Off Docket Mail 8:30 AM - 11:30 AM 1:30 PM - 4:00 PM Contested hearings	7:30 AM Off Docket Mail 8:30 AM - 11:30 AM 1:30 PM - 4:00 PM Pre-hearings	7:30 AM Off Docket Mail 8:30 AM - 11:30 AM 1:30 PM - 4:00 PM Contested hearings	7:30 AM Off Docket Mail 8:30 AM - 11:30 AM 1:30 PM - 4:00 PM Pre-hearings
Associate Judges				Saturday 8:30 AM Lew Sterrett Jail Docket 8:30 AM - 12:00 PM Proof or Plea 9:45 AM CDC Jail Docket 3:30 PM CDC Jail Docket 4:00 PM Lew Sterrett Jail Docket	Sunday 8:30 AM Lew Sterrett Jail Docket 9:45 AM CDC Jail Docket 3:30 PM CDC Jail Docket 4:00 PM Lew Sterrett Jail Docket

Memorandum



CITY OF DALLAS

DATE March 10, 2017
TO Honorable Mayor and Members of the City Council
SUBJECT **Reality Based Training Center – Responses to Questions**

Below are responses to questions asked during the Wednesday, March 1, 2017 Reality Based Training Center Council Briefing.

Question 1: How much would this center cost?

Response: EBS has conducted the RFP process to identify a vendor to perform a design build to ascertain the costs for a center at the Cadillac Heights site. Award is pending City Council approval. The cost to design, construct and attend to other project expenses is estimated at \$12M. Included is site preparation, access roads and a parking lot. The estimate is in today's pricing.

Question 2: Can staff please keep CM Arnold abreast of what is going on with projects in Cadillac Heights so she can get public input?

Response: Staff from DPD will keep CM Arnold informed of the project's status and is prepared to meet with CM Arnold and her constituents at the Cadillac Heights site and provide a tour of the proposed center.

Question 3: Are there any sponsors who would like to assist with building these buildings?

Response: DPD will be exploring all options to offset costs of the center and leverage non-tax dollars to mutual benefit. Options under consideration are approaching local construction firms and associations; corporations willing to invest in exchange for naming rights and private donors.

Question 4: How much money is left for the acquisition of homes in Cadillac Heights and can we use any leftover money on this training center? What amount of money is left and can we finish all our acquisitions?

Response: Sustainable Development & Construction provided the attached information. Attachment A is the Cadillac Heights Acquisition Summary and attachment B is a map of the area.

Please let me know if you have any questions.



Eric D. Campbell
Assistant City Manager

cc: T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
Kimberly Bizar Tolbert, Chief of Staff to the City Manager
Theresa O'Donnell, Interim Chief of Economic Development & Neighborhood Services

Majed A. Al-Ghafry, Assistant City Manager
Mark McDaniel, Assistant City Manager
Jill A. Jordan, P.E., Assistant City Manager
Joey Zapata, Assistant City Manager
M. Elizabeth Reich, Chief Financial Officer
Alan E. Sims, Interim Chief of Community Services
Directors and Assistant Directors

ATTACHMENT A

CADILLAC HEIGHTS ACQUISITION SUMMARY

As of March 1, 2017

	<u>Parcels to be Acquired</u>	<u>Acquired</u>	<u>Remaining Parcels</u>
Phase I	103	102	1 (in ED 817 Packard)
Phase II	206	115	91 (26 improved; 65 lots)

Remaining Parcel Status:

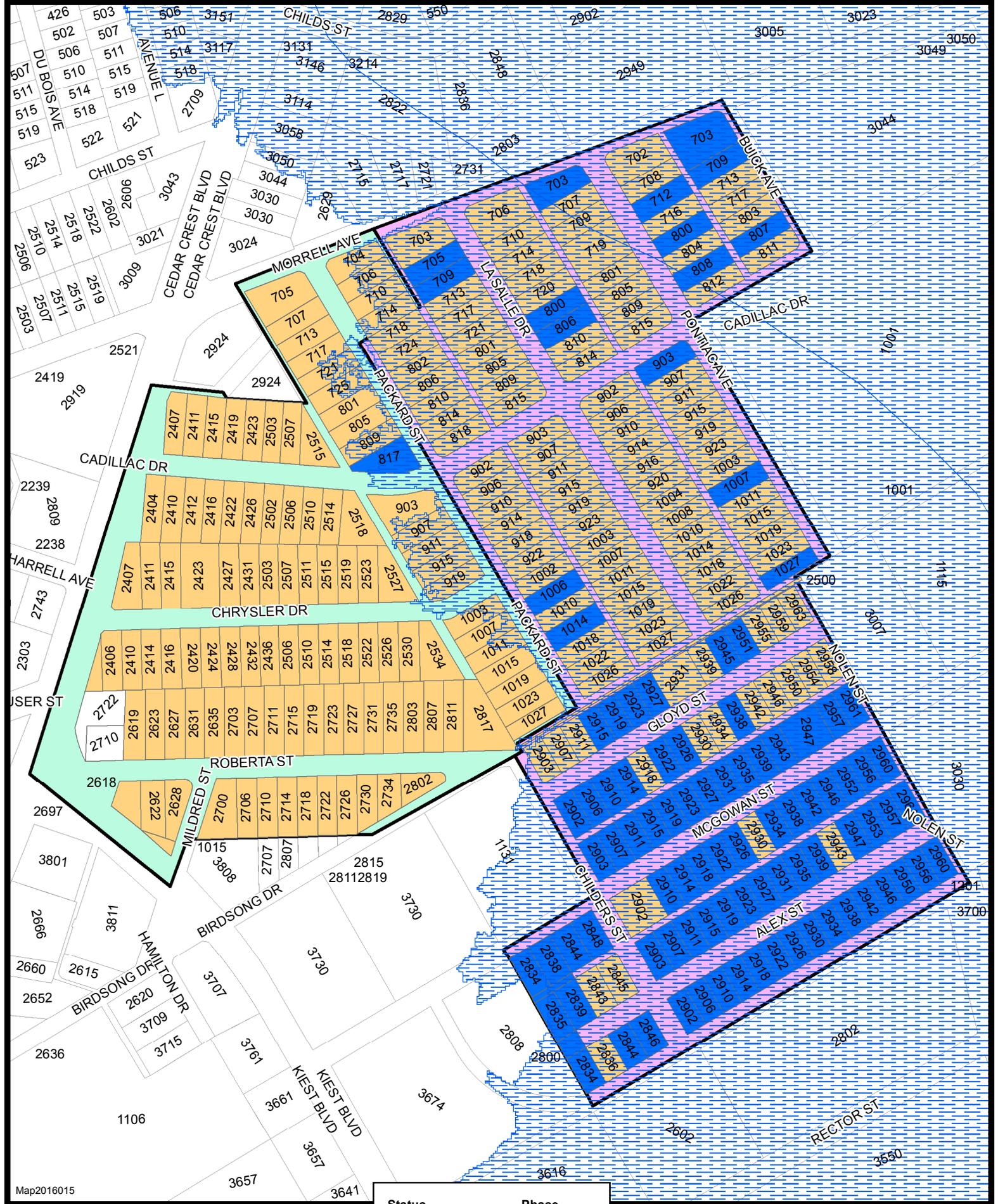
It is estimated that \$3.2M will be required to complete the remaining acquisitions between land cost, relocation costs and demolition expenses.

Phase I - Funded through Proposition No. 16 of the 2003 Bond Program

- Proposition No. 16 included funding for planning, designing, constructing, renovating, equipping and furnishing police substations, a police academy, related facilities and land acquisition
 - Current appropriations remaining - Approx. \$950K

Phase II - Funded through Proposition No.'s. 10 and 12 of the 2006 Bond Program

- Proposition No. 10 included funding strictly for land acquisition in the Cadillac Heights area for future location of a police academy, related facilities and/or city services and maintenance facilities
 - Current appropriations remaining - Approx. \$970K
- Proposition No. 12 included funding for planning, designing, constructing, renovating, repairing, replacing, expanding, equipping, and furnishing public safety facilities and land acquisition
 - Current appropriations remaining - Approx. \$1.1M
 - Remaining Bonds to be sold - Approx. \$12.5M



Map2016015



1:3,600 Attachment B

Status		Phase	
	Not part of buyout		Phase 1
	To Be Acquired		Phase 2
	Acquired		

Printed Date: 3/1/2017

Memorandum



DATE March 10, 2017

TO Honorable Mayor and Members of the City Council

SUBJECT **Update on Continued T-Mobile Network Issues Impacting 911 Call Center**

I wanted to provide you with an update on the ongoing public safety issue that is impacting the ability of callers to reach 911 in a timely manner.

The City of Dallas 911 Call Center continues to experience issues regarding repeated 911 calls involving T-Mobile cell phone service. The “ghost” call issue described in my February 17, 2017 memorandum to you on this topic continues to intermittently add to the volume of calls in the inbound 911 call queue, and adversely impact the ability of the call center to efficiently service legitimate 911 calls.

Incidents of this issue have occurred intermittently since November 2016. A major ghost call incident occurred on March 6, 2017 when the issue contributed to there being more than 360 calls in queue (on hold), with callers reporting they were kept on hold for up to thirty minutes. During such a ghost call incident, anyone calling into 911, regardless of carrier, could be placed on hold in the 911 call queue.

T-Mobile continues to be the only carrier with this ghost call issue, and no other city in the area or across the state has been found to be experiencing this issue. AT&T, the City’s 911 network service provider, continues to ensure the proper operation of the City’s 911 infrastructure, and has confirmed that it is operating as designed and is not part of the ghost call issue.

Dallas Police Department, Communications and Information Systems, and AT&T personnel have continued to actively work with T-Mobile at minimum on a daily basis to represent the impacts of the issue on the City and its citizens, to review T-Mobile’s status on their work to investigate, identify, and fix the problem, and to continue acute pressure on T-Mobile to fix the issue. Additional escalation to T-Mobile above the VP level is in progress.

DPD is bringing in additional personnel on an overtime basis to assist with the time consuming call back process that is required on all hang up calls.

To date, T-Mobile still does not know what is causing the problem, or how to fix it.

Two weeks ago, T-Mobile rolled out a software update to some devices on their network in the hopes that it will reduce the problem. The rollout is still in progress but has not made a difference so far.

T-Mobile engineers and management continue to express their commitment to resolving the ghost call issue, and state that they have all necessary resources to investigate, identify, and fix the problem.

T-Mobile is continuing to provide the City daily status updates and is holding a daily progress conference call with City personnel and AT&T.

If you have any questions, Deputy Chief Jesse Reyes, DPD or John Cheffy, Assistant Director, CIS will be available to provide information. You may contact Deputy Chief Reyes at 214-670-5252 or John Cheffy at 214-671-9200.



Eric D. Campbell
Assistant City Manager

cc: T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
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M. Elizabeth Reich, Chief Financial Officer
Alan E. Sims, Interim Chief of Community Services
Directors and Assistant Directors

Memorandum



CITY OF DALLAS

DATE March 10, 2017

TO Honorable Mayor and Members of the City Council

SUBJECT **Community Development Commission FY 2015-16 Annual Report**

On Thursday, March 2, 2017, the Community Development Commission unanimously voted to approve the Community Development Commission's FY 2015-16 Annual Report. For your convenience, the report is available on the City of Dallas' website through the Office of Financial Services – Community Development webpage at the following link:

<http://dallascityhall.com/departments/officefinancialservices/communitydevelopment>

The commission looks forward to continuing its working relationship with City Council, City staff, and the citizens of Dallas. They are committed to assisting in improving the lives and living environments of low and moderate income persons.

Please let me know if you need additional information.

A handwritten signature in blue ink that reads "M. Elizabeth Reich".

M. Elizabeth Reich
Chief Financial Officer

c: T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
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Directors and Assistant Directors

Memorandum



CITY OF DALLAS

DATE March 10, 2017

TO Honorable Mayor and Members of the City Council

SUBJECT **Correction to the Pacific Plaza Development Agreement and Operating Endowment Agreement – 3/22/17 Council Agenda**

For clarity, the City Attorney's Office made revisions to the wording in the Agenda Information Sheet and the Council Resolution for Agenda Item #22 to the Development Agreement and Operating Endowment Agreement with Pacific Plaza, LLC and Parks for Downtown Dallas for Pacific Plaza.

A handwritten signature in blue ink, appearing to read 'Willis Winters'.

Willis C. Winters, FAIA, Director
Park and Recreation Department

c: T.C. Broadnax, City Manager
Larry Casto, City Attorney
Craig D. Kinton, City Auditor
Rosa A. Rios, City Secretary
Daniel F. Solis, Administrative Judge
Kimberly Bizar Tolbert, Chief of Staff to the City Manager
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REVISED AGENDA ITEM # 22

KEY FOCUS AREA: Culture, Arts and Recreation and Educational Enhancements

AGENDA DATE: March 22, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: 45-L

SUBJECT

Authorize (1) approval of the terms for the Development Agreement between the Pacific Plaza LLC and Parks for Downtown Dallas collectively the "Developer" and the City for the design and construction of a public park currently named Pacific Plaza; (2) approval of an Operating Endowment Agreement between the City and Developer; and (3) recommendation to City Council for approval of both the Development and Operating Endowment Agreements, as approved as to form by the City Attorney's Office - Financing: No cost consideration to the City

BACKGROUND

Pacific Plaza was identified as one of three proposed core park sites in the 2004 Downtown Parks Master Plan, which was adopted by the Park and Recreation Board and City Council in 2004. Five tracts of land, totaling 3.2 acres, were purchased in partnership with the Trust for Public Land ("TPL") between 2005 and 2008 for \$9.1M. The land is currently used as a surface parking lot with approximately 300 spaces leased to the Parking Company of America. This lease can be terminated without cause prior to the commencement of construction.

In 2013, the Park and Recreation Department updated the 2004 Downtown Parks Master Plan (with funding provided by The Belo Foundation and Maureen H. and Robert W. Decherd) and again identified Pacific Plaza as one of four priority parks to be developed for the citizens of Dallas. The Belo Foundation, which funded the development of Belo Garden in 2012, and the schematic and design development plan for Carpenter Plaza in 2015, was renamed Parks for Downtown Dallas (PfDD) in October 2015. Parks for Downtown Dallas has also funded the conceptual plan for the proposed Harwood Park in 2016.

BACKGROUND (Continued)

For Pacific Plaza, the Developer funded a schematic design and the Live Oak Street closure traffic study at a cost of \$476,000. Schematic design was undertaken by SWA, landscape architects, between March and October 2016, incorporating input from three public input meetings, two held on March 29, and one on September 22. The Park and Recreation Board approved the schematic design agreement with Developer on June 2, 2016, and a final schematic plan was provided to the Park and Recreation Department in October 2016.

On December 7, 2016, the Developer offered to fund the construction of Pacific Plaza without any financial contribution from the City of Dallas, from a future bond program. On December 15, 2016 Park and Recreation Board unanimously authorized staff to enter into final negotiations with the Developer for a development agreement and an endowment agreement to provide supplemental funding for the annual operation and maintenance of Pacific Plaza.

This agenda item action will authorize a Development Agreement with the Developer for the design and development of the proposed Pacific Plaza and an ~~Operation~~ Operating Endowment Agreement. This 3.2 acre park will enhance the quality of life for those who live, work, and visit downtown Dallas. The establishment of this park, in association with other downtown parks, will help stimulate economic development in the downtown area.

The Development Agreement will be subject to the following terms:

1. Developer will fund improvements up to \$15 million.
2. Developer will manage the design and construction of improvements at Pacific Plaza and will be subject to the City Representative's (Park and Recreation Department Director) review and approval.
3. Development agreement commences on execution and terminates one year after completion of construction and issuance of final acceptance letter from the City.
4. Required environmental clean-up of site, if needed, shall be the responsibility of the City, with an amount not to exceed \$2M.
5. Any contracts entered into by the Developer under agreements for design or construction of the park shall (1) contain insurance provisions with limits acceptable to the City; (2) release, indemnify and hold the City harmless; (3) obligate the contractor or firm to comply with all applicable state, federal, and local laws; and (4) comply with the City's Business Inclusion and Development Plan (BID Plan) to facilitate M/WBE participation.
6. City representative will review and approve design development and construction documents, and the City representative has right to inspect construction.
7. After completion of construction and acceptance by the City representative, Pacific Plaza will be turned over to the City for maintenance and operation.

BACKGROUND (Continued)

The Development Agreement will be subject to the following terms: (continued)

8. There is no connection to, or contingency based upon future bond program match funding.
9. There is a proposed separate Operating Endowment Agreement that addresses the establishment by the Developer of a \$1M permanent endowment fund for Pacific Plaza.
10. Naming Rights (these are also included in the separate Operating Endowment Agreement):
11. Developer reserves the right to name the Park if name is other than Pacific Plaza, subject to the approval of the Park and Recreation Board.
12. Developer is authorized to solicit contributions from donors for naming rights.
13. If another donor provides a minimum of \$10M, unless a different amount is agreed between the parties, to name the Park-, then the Park name will be subject to Developer and Park and Recreation Board approvals.
14. Components of the Park can be named subject to Developer and Park and Recreation Board approvals.
15. Naming rights proceeds, if raised, will be used only for Downtown Parks – first for construction of the four new priority parks (Pacific Plaza, Carpenter Plaza, Harwood Park and West End Plaza) and then for permanent endowments benefiting new or existing Downtown parks.

The Operating Agreement will be subject to the following terms:

1. Developer will deposit \$1M in a separate account upon execution of the Agreement.
2. Funds will be maintained by the Developer.
3. On an annual basis, 4.5% of the fund as of December 31 will be disbursed to the City on October 1 of the following year once Park has been declared complete by Developer and the City.
4. The 4.5% distribution may be used to offset expenses related to the day-to-day operations and maintenance of Pacific Plaza.
5. The duration of the Operating Endowment Agreement commences on execution and will terminate when all funds in the operating endowment account are expended.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Park and Recreation Board was briefed on the development status of Pacific Plaza on December 5, 2013, May 22, 2014, and August 7, 2014.

The Park and Recreation Board was briefed on February 18 and October 20, 2016 on Downtown Parks, including Pacific Plaza.

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

The Park and Recreation Board approved the schematic design agreement on June 2, 2016.

On December 15, 2016, Park and Recreation Board unanimously authorized staff to enter into final negotiations with Developer for (1) a Development Agreement and (2) an Operating Endowment Agreement to offset funding for the annual operation and maintenance of Pacific Plaza.

The Park and Recreation Board was briefed on February 16, 2017 on the proposed deal points for the Development Agreement and Operating Endowment Agreement.

On February 23, 2017, the Park and Recreation Board authorized the terms of the development aAgreement and Operating Endowment Agreement.

Information about this item will be provided to the Arts, Culture & Libraries Committee on March 20, 2017.

FISCAL INFORMATION

This action has no cost consideration to the City. Pacific Plaza LLC ("Pacific LLC") will provide 100% funding to develop Pacific Plaza.

MAP

Attached

March 22, 2017

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

WHEREAS, the City of Dallas Park and Recreation Department (City) and Pacific Plaza, LLC (Pacific LLC) and Parks for Downtown Dallas (PfDD Foundation), collectively the "Developer", desires to enter into a (1) Development Agreement and (2) ~~Operation~~ Operating Endowment Agreement for fundraising, designing, constructing, and providing an operating endowment for Pacific Plaza; and

WHEREAS, the City desires to have Developer design and construct park improvements and manage an operating endowment to offset operating and maintenance expenses at Pacific Plaza during the Term of the Agreements for use and enjoyment of all city of Dallas citizens.

WHEREAS, upon final acceptance of the completed park by the City, the park and its use shall be deemed to be a dedicated park under applicable law.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute (1) a Development Agreement and (2) an Operating Endowment Agreement with the Developer for the development and operating endowment for Pacific Plaza.

Section 2. That the duration of the Development Agreement will commence on execution and terminate one year after completion of construction and issuance of final acceptance letter from the City.

Section 3. That the duration of the Operating Endowment Agreement will commence on execution and terminate when all funds in the Operating Endowment Account are expended.

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.

Memorandum



DATE March 10, 2017
TO Honorable Mayor and Members of the City Council
SUBJECT **City License Applications**

There were no Dance Hall and/or Sexual Oriented Business applications received for the week of February 27 – March 3, 2017 by the Narcotics Bureau Licensing Squad of the Dallas Police Department.

Please have your staff contact Sergeant Lisette Rivera, #7947 at (214) 670-4811 and/or by email at lisette.rivera@dpd.ci.dallas.tx.us should you need further information.



Eric D. Campbell
Assistant City Manager

cc: T.C. Broadnax, City Manager
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