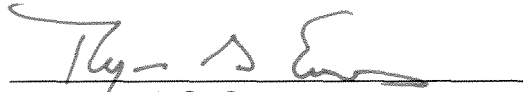


**DECEMBER 11, 2013 CITY COUNCIL ADDENDUM  
CERTIFICATION**

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated December 11, 2013. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.

  
\_\_\_\_\_  
A.C. Gonzalez  
Interim City Manager

12-5-13  
Date

  
\_\_\_\_\_  
Edward Scott  
City Controller

12/5/13  
Date



RECEIVED

2013 DEC -5 PM 6:26

CITY SECRETARY  
DALLAS, TEXAS

ADDENDUM  
CITY COUNCIL MEETING  
WEDNESDAY, DECEMBER 11, 2013  
CITY OF DALLAS  
1500 MARILLA  
COUNCIL CHAMBERS, CITY HALL  
DALLAS, TX 75201  
7:30 A.M.

**REVISED ORDER OF BUSINESS**

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

7:30 a.m.      **CLOSED SESSION**

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

**OPEN MICROPHONE**

**MINUTES**

Item 1

**CONSENT AGENDA**

Items 2 - 48

**CONSENT ADDENDUM**

Items 1 - 15

**ITEMS FOR INDIVIDUAL CONSIDERATION**

No earlier  
than 9:15 a.m.

Items 49 - 74  
Addendum Items 16 - 17

**PUBLIC HEARINGS AND RELATED ACTIONS**

1:00 p.m.

Items 75 - 98  
Addendum Items 18 - 21





**ADDENDUM  
CITY COUNCIL MEETING  
DECEMBER 11, 2013  
CITY OF DALLAS  
1500 MARILLA  
COUNCIL CHAMBERS, CITY HALL  
DALLAS, TEXAS 75201  
7:30 A. M.**

**ADDITIONS:**

Closed Session

5ES

Attorney Briefings (Sec. 551.071 T.O.M.A.)

- Lockey and MacKenzie v. City of Dallas, et al., Appeal No. 13-10884; 1600 Pacific LP v. City of Dallas, HUD Case File Nos. 06-10-0449-9, 06-10-0449-4, and 06-10-0499-6

Personnel (Sec. 551.074 T.O.M.A.)

- Discuss the qualifications of candidates for the position of City Manager.  
**(NOTE: This Personnel matter will begin at 7:30 a.m.)**

**CONSENT ADDENDUM**

**Business Development & Procurement Services**

1. Authorize a one-year service contract, with a one-year renewal option, to administer a Volunteer Income Tax Assistance Program for low to moderate income families or individuals citywide - United Way of Metropolitan Dallas, most advantageous proposer of two - Not to exceed \$100,000 - Financing: Current Funds (subject to appropriations)
2. Authorize a three-year consignment service contract, with two one-year renewal options, for the sale of confiscated eight-liner gambling machines - M&K Recovery Group, Inc. with retention rate of 60% net revenue, most advantageous proposer of two - Estimated Annual Net Revenue: \$200,460
3. Authorize a three-year service contract, with two one-year renewal options, for software licenses, maintenance and support for all SAS software - SAS Institute, Inc., only proposer - Not to exceed \$107,861 - Financing: Current Funds (subject to annual appropriations)

**City Attorney's Office**

4. Authorize settlement of a claim for attorney's fees by Defendants' attorneys in the lawsuit styled Leanne Siri v. The City of Dallas et al., Civil Action No. 3:10-CV-0036-M - Not to exceed \$237,500 - Financing: Current Funds

**ADDENDUM  
CITY COUNCIL MEETING  
DECEMBER 11, 2013**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

**City Attorney's Office** (Continued)

5. Authorize Supplemental Agreement No. 7 to the professional services contract with Hankinson, L.L.P. for additional legal services necessary in the lawsuit styled City of Dallas v. Kenneth E. Albert, et al., Cause No. 199-697-94, and any other proceedings relating to the subject matter of this litigation - Not to exceed \$185,000, from \$270,000 to \$455,000 - Financing: Current Funds

**Civil Service**

6. Authorize **(1)** the reappointment of two Administrative Law Judges (ALJ), Willie Crowder and Douglas J. Lapidus; **(2)** the appointment of Kelsie McQuieter, Lakisha M. Thigpen and James E. Urmin Sr., as Administrative Law Judges for the period January 1, 2014 through December 31, 2015, to hear employee appeals of terminations and demotions; and **(3)** contracts with each ALJ in the amount of \$4,000 each - Total not to exceed \$20,000 (\$4,000 to be reimbursed by the appealing employees) - Financing: Current Funds (subject to appropriations)

**Equipment & Building Services**

7. Authorize a contract for expansion of the vestibule located at the north entrance of Dallas City Hall - Big Sky Construction Co., Inc., only proposer - Not to exceed \$345,000 - Financing: Capital Construction Funds

**Human Resources**

8. Authorize **(1)** a Master Plan Document that includes all of the separate health benefit plans for City employees and their families including the cafeteria plan, health plans, dental and vision plans; and **(2)** a Master Plan Document that includes all of the separate health benefit plans for retirees and their families including the self-insured health plans, insured Medicare Supplement Plans, Medicare Advantage Plans, Prescription Drug Plans, dental and vision - Total cost is based on the number of employees/retiree participants in the plan - Financing: Employee Benefits Current Funds (subject to appropriations)

**ADDENDUM  
CITY COUNCIL MEETING  
DECEMBER 11, 2013**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

**Police**

9. Authorize **(1)** the application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant in the amount of \$74,966 from the Texas Department of Transportation for a statewide Driving While Intoxicated enforcement campaign to operate during various holiday periods for the period December 13, 2013 through September 2, 2014; **(2)** a City contribution of pension costs in the amount of \$20,616; and **(3)** execution of the grant agreement - Total not to exceed \$95,582 - Financing: Current Funds (\$20,616) and Texas Department of Transportation Grant Funds (\$74,966)

**Public Works Department**

10. Authorize a professional services contract with Freese and Nichols, Inc. for the engineering design of the Traffic Control and Safety Treatments for the Trail-Road Crossing Project of the Statewide Transportation Enhancement Program - Not to exceed \$105,375 - Financing: Texas Department of Transportation Grant Funds (\$34,957); Dallas County (\$4,020); and 2006 Bond Funds (\$66,398)
11. Authorize **(1)** the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$2,147,152 to be repaid from electric and natural gas energy savings, plus interest, beginning in FY 2014-15 for a period of ten years; **(2)** the establishment of appropriations in an amount not to exceed \$2,147,152 in the Energy Conservation Office LoanSTAR Fund; **(3)** Supplemental Agreement No. 2 to the contract with Schneider Electric Buildings Americas Inc. for construction of energy conservation related projects at various City safety facilities in the amount of \$2,147,152 (list attached); **(4)** measurement and verification of energy savings for a period not to exceed ten years, in the amount of \$570,870 to be paid from electric and natural gas savings; **(5)** the receipt and deposit of funds from Oncor Electric Delivery in the Oncor Rebate Fund; and **(6)** the City Manager to repay the State of Texas Energy Conservation Office LoanSTAR Fund loan over a ten-year period, plus interest, using savings in the City's annual electricity and natural gas budgets - Total not to exceed \$2,718,022, plus interest - Financing: State of Texas Energy Conservation Office LoanSTAR Funds (\$2,147,152) and Current Funds (\$570,870) (subject to annual appropriations)

**ADDENDUM  
CITY COUNCIL MEETING  
DECEMBER 11, 2013**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

**Public Works Department** (Continued)

12. Authorize **(1)** the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$2,741,374 to be repaid from electric savings, plus interest, beginning in FY 2014-15 for a period of ten years; **(2)** the establishment of appropriations in an amount not to exceed \$2,741,374 in the State of Texas Energy Conservation Office LoanSTAR Fund; **(3)** the acceptance of energy efficiency rebates from Oncor in the amount of \$1,861,650; **(4)** the establishment of appropriations in an amount not to exceed \$1,861,650 in the Oncor Rebate Fund; and **(5)** Supplemental Agreement No. 2 to the contract with Baker Roofing Company dba Baker Renewable Energy for construction of Photovoltaic Solar arrays at the Dallas Convention Center, City Hall, and Jack Evans Police Headquarters in an amount not to exceed \$4,603,024 - Total amount not to exceed \$4,603,024 - Financing: State of Texas Energy Conservation Office LoanSTAR Funds (\$2,741,374) and Oncor Rebate Funds (\$1,861,650)
  
13. Authorize **(1)** the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$4,706,995 to be repaid plus interest beginning in FY 2014-15 for a period of ten years from electric and natural gas energy savings; **(2)** the establishment of appropriations in an amount not to exceed \$4,706,995 in the State Energy Conservation Office LoanSTAR Fund; **(3)** Supplemental Agreement No. 2 to the original contract with Pepco Energy Services for construction of energy conservation related projects at 28 City facilities in an amount not to exceed \$4,706,995 (list attached) and **(4)** for measurement and verification for a period not to exceed ten years, in a total amount not to exceed \$593,137 to be paid from electric and natural gas savings; **(5)** the acceptance, deposit, and establishment of appropriations of rebates from Oncor Electric Delivery in the Oncor Rebate Funds; and **(6)** the City Manager to repay the State Energy Conservation Office loan over a ten year period, plus interest, from State of Texas Energy Conservation Office Loan Repayment Fund using savings in the City's annual electricity and natural gas budgets - Total not to exceed \$5,300,132, plus interest - Financing: State of Texas Energy Conservation Office LoanSTAR Funds (\$4,706,995) and Current Funds (\$593,137) (subject to annual appropriations)

**ADDENDUM  
CITY COUNCIL MEETING  
DECEMBER 11, 2013**

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

**Trinity Watershed Management**

14. Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the lawsuit styled City of Dallas v. Dallas Demolition Excavating Company, Inc., et al, Cause No. CC-13-02732-A, pending in County Court at Law No. 1, for acquisition from Dallas Demolition Excavating Company, Inc., et al, of approximately 67,795 square feet of land located near the intersection of Stokes Street and Hull Avenue for the South Central/Joppa Gateway Project; and **(2)** settlement of the lawsuit for an amount not to exceed the amount of the Special Commissioners award - Not to exceed \$11,000 (\$9,000 being the amount of the award, plus closing costs and title expenses not to exceed \$2,000); an increase of \$2,600 from the amount Council originally authorized for this acquisition - Financing: 2006 Bond Funds
  
15. Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the lawsuit styled City of Dallas v. Dolores Burdine, et al, Cause No. CC-13-02714-E, pending in County Court at Law No. 5, for acquisition from Dolores Burdine, et al, of 680 square feet of land and 351 square feet for a temporary construction easement located near the intersection of North Beckley Avenue and West Commerce Street for the Beckley Avenue Improvement Project; and **(2)** settlement of the lawsuit for an amount not to exceed the amount of the Special Commissioners award - Not to exceed \$39,960 (\$36,960 being the amount of the award, plus closing costs and title expenses not to exceed \$3,000); an increase of \$33,296 from the amount Council originally authorized for this acquisition - Financing: 1998 Bond Funds

ITEMS FOR INDIVIDUAL CONSIDERATION

ITEMS FOR FURTHER CONSIDERATION

**Sustainable Development and Construction**

16. An ordinance abandoning a portion of an alley to QuikTrip Corporation, the abutting owner, containing approximately 4,000 square feet of land, located near the intersection of Zang Boulevard and 12th Street, authorizing the quitclaim, and providing for the dedication of approximately 3,348 square feet of land needed for right-of-way - Revenue: \$80,000, plus the \$20 ordinance publication fee

**ADDENDUM  
CITY COUNCIL MEETING  
DECEMBER 11, 2013**

ADDITIONS: (Continued)

ITEMS FOR INDIVIDUAL CONSIDERATION (Continued)

DESIGNATED PUBLIC SUBSIDY MATTERS

**Housing/Community Services**

17. Authorize a seventh amendment to the Management Services Contract, Phase II, with Bridge Steps to increase the FY 2013-14 budget agreement to \$6,305,252 - Not to exceed \$748,434, from \$5,556,818 to \$6,305,252 - Financing: 2012-13 Emergency Solutions Grant Funds (\$370,155); and 2013-14 Emergency Solutions Grant Funds (\$378,279)

PUBLIC HEARINGS AND RELATED ACTIONS

**Sustainable Development and Construction**

ZONING CASES - CONSENT

18. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Subarea A of Planned Development District No. 765 on the east side of Preston Road, south of Mapleshade Lane  
Recommendation of Staff and CPC: Approval, subject to an attached signage plan and conditions  
Z134-115(MW)

ZONING CASES - INDIVIDUAL

19. A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for GR General Retail Subdistrict uses, removal of the D Liquor Control Overlay, and an ordinance granting the termination of the deed restrictions on property zoned GR General Retail and P Parking Subdistricts in Planned Development District No. 193, the Oak Lawn Special Purpose District with an H/22 Historic Overlay No. 22 on the west corner of Cedar Springs Road and Oak Lawn Avenue  
Recommendation of Staff: Approval of a Planned Development Subdistrict, subject to a development/landscape plan and conditions; approval of a D-1 Liquor Control Overlay in lieu of removal of the D Liquor Control Overlay; and approval of the termination of deed restrictions  
Recommendation of CPC: Approval of a Planned Development Subdistrict, subject to a development/landscape plan and conditions; approval of the removal of the D Liquor Control Overlay; and approval of the termination of deed restrictions  
Z123-149(MW)

**ADDENDUM  
CITY COUNCIL MEETING  
DECEMBER 11, 2013**

ADDITIONS: (Continued)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)

**Sustainable Development and Construction** (Continued)

DESIGNATED ZONING CASES - INDIVIDUAL

20. A public hearing to receive comments regarding a City Plan Commission authorized hearing to determine the proper zoning on property zoned Planned Development District No. 619 with consideration given to appropriate use regulations and development standards within Planned Development District No. 619 in an area bounded by the centerlines of Pacific Avenue, Harwood Street, Jackson Street and Griffin Street and an ordinance granting the amendment  
Recommendation of Staff and CPC: Approval, subject to revised conditions  
Z123-285(RB)

SPECIAL PROVISION SIGN DISTRICT DESIGNATED ZONING CASES - INDIVIDUAL

21. A public hearing to receive comments regarding an application for and an ordinance granting the creation of a new subdistrict within the Farmers Market Special Provision Sign District Section 51A-7.1600, of the Dallas City Code, to increase signage and allow attached premise signs in an area generally bounded by Marilla Street, South Cesar Chavez Boulevard, East R.L. Thornton Freeway and South Harwood Street  
Recommendation of Staff and CPC: Approval, subject to amended ordinance language for icon and rooftop signage  
SPSD134-001(CG)

CORRECTION:

**Sustainable Development and Construction**

53. An ordinance abandoning portions of Colorado Boulevard, an alley, and railroad right-of-way ~~and a street easement~~ to Southern Foods Group, LLC, the abutting owner, containing a total of approximately 29,150 ~~32,279~~ square feet of land, located near the intersection of Colorado Boulevard and Lancaster Avenue, and authorizing the quitclaim  
- Revenue: \$43,726 ~~\$48,419~~, plus the \$20 ordinance publication fee

**Public Safety Facilities and Districts**  
Addendum Item #11

<b><u>Facility</u></b>	<b><u>Council District</u></b>
Auto Impound Facility	6
Credit Union/Fire Prevention Facility	2
Jack Evans Police Headquarters	2
New Hampton Pump Station	6
North Central Police Substation	12
Northwest Police Substation	6
Pavaho One & Two Pump Stations	6
Police Academy & Expansion Facility	3
Quartermaster Police Facility	2
Southeast Police Substation	5
Southwest Police Substation	3



**City Facilities for Energy Conservation Projects**  
Addendum Item #13

<b><u>Facility</u></b>	<b><u>Council District</u></b>
Oak Cliff Municipal Center	1
North Oak Cliff Library	1
Bachman Lake Branch Library	2
Central Library	2
City Hall	2
Equipment and Building Services Offices	2
Hampton-Illinois Branch Library	2
Lancaster-Kiest Branch Library	4
Pleasant Grove Branch Library	5
Arcadia Park Branch Library	6
Dallas West Library	6
Park Forest Branch Library	6
Martin Luther King Medical	7
Skyline Library	7
Streets Administration Building	7
Dallas ECO Park	8
Lochwood Library	9
Audelia Branch Library	10
Fretz Park Library	11
Renner Frankford Library	12
Timberglenn Branch Library	12
Preston Royal Library	13
Courts Building	14
Dallas Museum of Art	14
Latino Cultural Center	14
Oak Lawn Library	14
Skillman-Southwestern Branch Library	14
Thanksgiving Square	14



**ADDENDUM DATE December 11, 2013**

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1			All	C	PBD, ECO, OFS	\$100,000.00	NA	NA	Authorize a one-year service contract, with a one-year renewal option, to administer a Volunteer Income Tax Assistance Program for low to moderate income families or individuals citywide
2			All	C	PBD, POL	REV \$200,460	NA	NA	Authorize a three-year consignment service contract, with two one-year renewal options, for the sale of confiscated eight-liner gambling machines
3			All	C	PBD, CIS	\$107,861.00	0.00%	0.00%	Authorize a three-year service contract, with two one-year renewal options, for software licenses, maintenance and support for all SAS software
4			N/A	C	ATT	\$237,500.00	NA	NA	Authorize settlement of a claim for attorney's fees by Defendants' attorneys in the lawsuit styled Leanne Siri v. The City of Dallas et al., Civil Action No. 3:10-CV-0036-M
5			N/A	C	ATT	\$185,000.00	100.00%	0.00%	Authorize Supplemental Agreement No. 7 to the professional services contract with Hankinson, L.L.P. for additional legal services necessary in the lawsuit styled City of Dallas v. Kenneth E. Albert, et al., Cause No. 199-697-94, and any other proceedings relating to the subject matter of this litigation
6			N/A	C	CVS	\$20,000.00	NA	NA	Authorize the reappointment of two Administrative Law Judges (ALJ), Willie Crowder and Douglas J. Lapidus; the appointment of Kelsie McQuieter, Lakisha M. Thigpen and James E. Urmin Sr., as Administrative Law Judges for the period January 1, 2014 through December 31, 2015, to hear employee appeals of terminations and demotions; and contracts with each ALJ in the amount of \$4,000 each
7			2	C	EBS	\$345,000.00	75.75%	32.37%	Authorize a contract for expansion of the vestibule located at the north entrance of Dallas City Hall
8			N/A	C	HRD	\$1.00	NA	NA	Authorize a Master Plan Document that includes all of the separate health benefit plans for City employees and their families including the cafeteria plan, health plans, dental and vision plans; and a Master Plan Document that includes all of the separate health benefit plans for retirees and their families including the self-insured health plans, insured Medicare Supplement Plans, Medicare Advantage Plans, Prescription Drug Plans, dental and vision
9			All	C	POL	\$20,616.00	NA	NA	Authorize the application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation for a statewide Driving While Intoxicated enforcement campaign to operate during various holiday periods for the period December 13, 2013 through September 2, 2014; a City contribution of pension costs; and execution of the grant agreement
10			2, 9, 11, 12, 14	C	PBW, STS	\$66,398.00	96.30%	25.66%	Authorize a professional services contract with Freese and Nichols, Inc. for the engineering design of the Traffic Control and Safety Treatments for the Trail-Road Crossing Project of the Statewide Transportation Enhancement Program
11			All	C	PBW	\$570,870.00	77.40%	9.66%	Authorize the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$2,147,152 to be repaid from electric and natural gas energy savings, plus interest, beginning in FY 2014-15 for a period of ten years; Supplemental Agreement No. 2 to the contract with Schneider Electric Buildings Americas Inc. for construction of energy conservation related projects at various City safety facilities in the amount of \$2,147,152; measurement and verification of energy savings for a period not to exceed ten years, in the amount of \$570,870 to be paid from electric and natural gas savings; the receipt and deposit of funds from Oncor Electric Delivery in the Oncor Rebate Fund; and the City Manager to repay the State of Texas Energy Conservation Office LoanSTAR Fund loan over a ten-year period, plus interest, using savings in the City's annual electricity and natural gas budgets
12			2	C	PBW, CES, POL	GT	10.92%	24.79%	Authorize the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$2,741,374 to be repaid from electric savings, plus interest, beginning in FY 2014-15 for a period of ten years; the acceptance of energy efficiency rebates from Oncor in the amount of \$1,861,650; and Supplemental Agreement No. 2 to the contract with Baker Roofing Company dba Baker Renewable Energy for construction of Photovoltaic Solar arrays at the Dallas Convention Center, City Hall, and Jack Evans Police Headquarters

**ADDENDUM DATE December 11, 2013**

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
13			All	C	PBW	\$593,137.00	54.79%	26.23%	Authorize the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$4,706,995 to be repaid plus interest beginning in FY 2014-15 for a period of ten years from electric and natural gas energy savings; Supplemental Agreement No. 2 to the original contract with Pepco Energy Services for construction of energy conservation related projects at 28 City facilities in an amount not to exceed \$4,706,995 and for measurement and verification for a period not to exceed ten years, in a total amount not to exceed \$593,137 to be paid from electric and natural gas savings; the acceptance, deposit, and establishment of appropriations of rebates from Oncor Electric Delivery in the Oncor Rebate Funds; and the City Manager to repay the State Energy Conservation Office loan over a ten year period, plus interest, from State of Texas Energy Conservation Office Loan Repayment Fund using savings in the City's annual electricity and natural gas budgets
14			7	C	TWM, ATT, PKR	\$11,000.00	NA	NA	Authorize the deposit of the amount awarded by the Special Commissioners in the lawsuit styled City of Dallas v. Dallas Demolition Excavating Company, Inc., et al, Cause No. CC-13-02732-A, pending in County Court at Law No. 1, for acquisition from Dallas Demolition Excavating Company, Inc., et al, of approximately 67,795 square feet of land located near the intersection of Stokes Street and Hull Avenue for the South Central/Joppa Gateway Project; and settlement of the lawsuit for an amount not to exceed the amount of the Special Commissioners award
15			6	C	TWM, ATT, PBW	\$39,960.00	NA	NA	Authorize the deposit of the amount awarded by the Special Commissioners in the lawsuit styled City of Dallas v. Dolores Burdine, et al, Cause No. CC-13-02714-E, pending in County Court at Law No. 5, for acquisition from Dolores Burdine, et al, of 680 square feet of land and 351 square feet for a temporary construction easement located near the intersection of North Beckley Avenue and West Commerce Street for the Beckley Avenue Improvement Project; and settlement of the lawsuit for an amount not to exceed the amount of the Special Commissioners award
16			1	I	DEV	REV \$80,000	NA	NA	An ordinance abandoning a portion of an alley to QuikTrip Corporation, the abutting owner, containing approximately 4,000 square feet of land, located near the intersection of Zang Boulevard and 12th Street, authorizing the quitclaim, and providing for the dedication of approximately 3,348 square feet of land needed for right-of-way
17			All	I	HOU	GT	NA	NA	Authorize a seventh amendment to the Management Services Contract, Phase II, with Bridge Steps to increase the FY 2013-14 budget agreement to \$6,305,252
18			12	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Subarea A of Planned Development District No. 765 on the east side of Preston Road, south of Mapleshade Lane
19			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for GR General Retail Subdistrict uses, removal of the D Liquor Control Overlay, and an ordinance granting the termination of the deed restrictions on property zoned GR General Retail and P Parking Subdistricts in Planned Development District No. 193, the Oak Lawn Special Purpose District with an H/22 Historic Overlay No. 22 on the west corner of Cedar Springs Road and Oak Lawn Avenue
20			14	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding a City Plan Commission authorized hearing to determine the proper zoning on property zoned Planned Development District No. 619 with consideration given to appropriate use regulations and development standards within Planned Development District No. 619 in an area bounded by the centerlines of Pacific Avenue, Harwood Street, Jackson Street and Griffin Street and an ordinance granting the amendment
21			2	PH	DEV	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting the creation of a new subdistrict within the Farmers Market Special Provision Sign District Section 51A-7.1600, of the Dallas City Code, to increase signage and allow attached premise signs in an area generally bounded by Marilla Street, South Cesar Chavez Boulevard, East R.L. Thornton Freeway and South Harwood Street

**TOTAL \$2,297,343.00**

**ADDENDUM ITEM # 1**

**KEY FOCUS AREA:** Efficient, Effective and Economical Government

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Office of Economic Development  
Office of Financial Services

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

**MAPSCO:** N/A

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**SUBJECT**

Authorize a one-year service contract, with a one-year renewal option, to administer a Volunteer Income Tax Assistance Program for low to moderate income families or individuals citywide – United Way of Metropolitan Dallas, most advantageous proposer of two – Not to exceed \$100,000 – Financing: Current Funds (subject to appropriations)

**BACKGROUND**

This service contract will allow for the administration of a Volunteer Income Tax Assistance (VITA) Program for low to moderate income families or individuals citywide. This service contract will support the Internal Revenue Services VITA program to provide tax assistance and financial education. It is estimated that 20% of eligible households do not file for the Earned Income Tax Credit which could result in up to a \$4,000 income tax refund for eligible filers. Qualifying individuals in the program will be provided free tax preparation assistance and information to determine qualification to receive the Earned Income Tax Credit.

During the term of this agreement United Way of Metropolitan Dallas has a goal to prepare 9,000 tax returns during the 2013 tax season (Spring 2014). The strategies to achieve this goal include the establishment of six site locations in the City dedicated to tax preparation. Three VITA sites will be open for at least 40 hours per week (including evenings and Saturdays) for 17 weeks. Three sites will be open at least 30 hours per week for a five-week period during peak times of the tax season. Additionally, mobile sites will be utilized as needed for 12 weeks. Each site location recruits at least 50 active volunteers, secures and maintains appropriate and sufficient equipment, and hires and manages paid staff to ensure proper coverage. All returns completed undergo review and quality control by experienced staff and volunteers.

**BACKGROUND (Continued)**

A three member committee from the following departments reviewed and evaluated the proposals:

- Office of Economic Development (1)
- City Manager's Office (1)
- Housing/Community Services (1)

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

- Approach 30%
- Qualifications and Staffing 15%
- Financial Capacity 15%
- Experience 10%
- Budget 30%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 411 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLink Team (RLT) to 25 Chambers of Commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

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

This item has no prior action.

**FISCAL INFORMATION**

\$100,000.00 - Current Funds (subject to appropriations)

**M/WBE INFORMATION**

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

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

**M/WBE INFORMATION (Continued)**

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

**ETHNIC COMPOSITION**

United Way of Metropolitan Dallas

White Male	15	White Female	49
Black Male	3	Black Female	11
Hispanic Male	1	Hispanic Female	4
Other Male	0	Other Female	2

**PROPOSAL INFORMATION**

The following proposals were received from solicitation number BHZ1402 and opened on November 21, 2013. This service contract is being awarded in its entirety to the most advantageous proposer.

\*Denotes successful proposer

<b><u>Proposers</u></b>	<b><u>Address</u></b>	<b><u>Score</u></b>
*United Way of Metropolitan Dallas	1800 N. Lamar Street Dallas, TX 75202	90.67%
Catholic Charities of Dallas, Inc.	9461 LBJ Freeway Suite #128 Dallas, TX 75243	38.33%

**OWNER**

**United Way of Metropolitan Dallas**

Clint McDonnough, President  
John Stevens, Vice President  
Cindy Pattilla, Secretary  
Deb Giggins, Treasurer

December 11, 2013

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

**Section 1.** That the City Manager is authorized to execute a service contract with United Way of Metropolitan Dallas (601248) to administer a Volunteer Income Tax Assistance Program for low to moderate income families or individuals citywide for a term of one year, with a one year renewal option, in an amount not to exceed \$100,000.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed basis, unit price basis for performance of specified tasks, payment to United Way of Metropolitan Dallas shall be based only on the amount of services directed to be performed by the City and properly performed by United Way of Metropolitan Dallas under the contract.

**Section 2.** That the City Controller is authorized to disburse funds from the following appropriation in an amount not to exceed \$100,000.00 (subject to appropriations):

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>ENCUMBRANCE</u>
0001	BMS	1991	3070	\$100,000.00	BMS1991FY14

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



**ADDENDUM ITEM # 2**

**KEY FOCUS AREA:** Public Safety  
Efficient, Effective and Economical Government

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Police

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

**MAPSCO:** N/A

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**SUBJECT**

Authorize a three-year consignment service contract, with two one-year renewal options, for the sale of confiscated eight-liner gambling machines – M&K Recovery Group, Inc. with retention rate of 60% net revenue, most advantageous proposer of two - Estimated Annual Net Revenue: \$200,460

**BACKGROUND**

This consignment service contract provides for the sale of confiscated eight-liner gambling machines. This contract will provide the City a method to divest eight-liner gambling machines confiscated by Police.

The terms of the contract will allow the contractor to maximize the revenue to the City by evaluating the units and selling the operational units, refurbishing units with minimal damage, selling the parts of units with extensive damage and selling any parts remaining as recyclable material. The vendor will provide all necessary storage and/or disposal of eight-liner gambling machines. Additionally, the terms of the contract will prohibit the sale of such units to any person(s) in Texas.

A six member evaluation committee was selected from the following departments:

- Police (2)
- Park and Recreation (1)
- City Attorney's Office (1)
- Fire-Rescue (1)
- Business Development & Procurement Services (1)\*

\*Business Development & Procurement Services only evaluated cost.

## **BACKGROUND (Continued)**

The successful proposer was selected by the committee on the basis of the following criteria:

- Proposed Operations Plan 40%
- Revenue to the City 30%
- Experience, Background and Qualifications 20%
- Marketing successes and strategies 10%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 217 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On April 28, 2010, City Council authorized an ordinance amending Chapter 2 of the Dallas City Code to provide for the city's sale of abandoned, stolen, or recovered personal property when the sale is restricted by criminal law by Resolution No. 10-1116.

On November 10, 2010, City Council authorized a three-year consignment services contract for the sale of confiscated eight-liner gambling machines for Police by Resolution No. 10-2798.

On December 9, 2013, a memorandum was included on the agenda for the Public Safety Committee.

## **FISCAL INFORMATION**

\$200,460.00 - Estimated Annual Net Revenue

## **M/WBE INFORMATION**

- 40 – Vendors contacted
- 40 – No response
- 0 – Response (Bid)
- 0 – Response (No Bid)
- 0 – Successful

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

**M/WBE INFORMATION (Continued)**

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

**ETHNIC COMPOSITION**

**M&K Recovery Group, Inc.**

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

**PROPOSAL INFORMATION**

The following proposals were received from solicitation number BYZ1350 and were opened on September 28, 2013. This consignment service contract is being awarded in its entirety to the most advantageous proposer.

\*Denotes successful proposer

<b><u>Proposers</u></b>	<b><u>Address</u></b>	<b><u>Score</u></b>
*M&K Recovery Group, Inc.	9104 Cameron Rd. Austin, TX 78754	84.00%
Lone Star Auctioneers, Inc.	4629 Mark IV Pkwy. Fort Worth, TX 76106	80.60%

**OWNER**

**M&K Recovery Group, Inc.**

Donald J. Decareau, President  
Matthew C. Decareau, Vice President

December 11, 2013

**WHEREAS**, on April 28, 2010, City Council authorized an ordinance amending Chapter 2 of the Dallas City Code to provide for the city's sale of abandoned, stolen, or recovered personal property when the sale is restricted by criminal law by Resolution No. 10-1116; and,

**WHEREAS**, on November 10, 2010, City Council authorized a three-year consignment services contract for the sale of confiscated eight-liner gambling machines for Police by Resolution No. 10-2798;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to execute a three-year consignment service contract, with two one-year renewal options, with M&K Recovery Group, Inc. (VS0000081613) for the sale of confiscated eight-liner gambling machines, with retention of 60% net revenue in an estimated annual net revenue amount of \$200,460.00, upon approval as to form by the City Attorney.

**Section 2.** That the City Controller is authorized to receive and deposit funds received from M&K Recovery Group, Inc. as follows:

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>REVENUE SOURCE</u>
0411	DPD	6367	8473

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

**ADDENDUM ITEM # 3**

**KEY FOCUS AREA:** Efficient, Effective and Economical Government

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Business Development & Procurement Services  
Communication and Information Services

**CMO:** Jeanne Chipperfield, 670-7804  
Jill A. Jordan, P.E., 670-5299

**MAPSCO:** N/A

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**SUBJECT**

Authorize a three-year service contract, with two one-year renewal options, for software licenses, maintenance and support for all SAS software - SAS Institute, Inc., only proposer - Not to exceed \$107,861 - Financing: Current Funds (subject to annual appropriations)

**BACKGROUND**

This service contract will allow for the SAS licenses required for report creation of statistical data analysis. SAS is used to perform statistical routine data retrieval, report writing and two-dimensional charts to provide departments with necessary information to assist in their daily operations. The statistical data analysis jobs are used by departments to provide reports such as:

- Law enforcement statistical data required by state and federal agencies
- General ledger employee detail posting report
- Financial statement preparation
- Reconciling payroll charges in Lawson and Advantage-3 Financial

Maintenance and support includes software upgrades to current releases of software and technical support with the installation of such software. Without a maintenance renewal contract in place the City will be required to purchase new licenses as new releases of the software become available thus making it less cost-effective.

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

- Business Development & Procurement Services (1)\*
- Communication and Information Services (1)

\*Business Development & Procurement Services only evaluated cost.

## **BACKGROUND (Continued)**

The successful proposer was selected by the committee on the basis of the following criteria:

- Cost to the City 75%
- Experience and Capability 25%

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 626 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS' ResourceLINK Team (RLT) to 25 chambers of commerce, the DFW Minority Business Council and the Women's Business Council – Southwest, to ensure maximum vendor outreach.

## **PRIOR ACTION/REVIEW (COUNCIL BOARDS, COMMISSIONS)**

On August 25, 2010, City Council authorized a contract amendment to extend the existing contract for a three-year software license renewal and maintenance for continued support for system interfaces, by Resolution No. 10-2111.

## **FISCAL INFORMATION**

\$107,861.00 - Current Funds (subject to annual appropriations)

## **M/WBE INFORMATION**

85 - Vendors contacted  
85 - No response  
0 - Response (Bid)  
0 - Response (No Bid)  
0 - Successful

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

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

## **ETHNIC COMPOSITION**

### **SAS Institute, Inc.**

White Male	3187	White Female	2309
Black Male	184	Black Female	203
Hispanic Male	86	Hispanic Female	37
Other Male	453	Other Female	278

## **PROPOSAL INFORMATION**

The following proposal was received from solicitation number BUZ1316 and opened on May 26, 2013. This service contract is being awarded in its entirety to the only proposer.

\*Denotes successful proposer

<b><u>Proposer</u></b>	<b><u>Address</u></b>	<b><u>Score</u></b>	<b><u>Amount</u></b>
*SAS Institute, Inc.	100 SAS Campus Drive Cary, NC 27513	100%	\$107,861.00

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

## **OWNER**

### **SAS Institute, Inc.**

James H. Goodnight, President  
John P. Sall, Executive Vice President  
John G. Boswell, Corporate Secretary  
Donald R. Parker, Chief Financial Officer

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize a three-year service contract, with two one-year renewal options, for software licenses, maintenance and support for all SAS software - SAS Institute, Inc., only proposer - Not to exceed \$107,861 - Financing: Current Funds (subject to annual appropriations)

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

**PROJECT CATEGORY:** Other Services

### **LOCAL/NON-LOCAL CONTRACT SUMMARY**

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$0.00	0.00%
Total non-local contracts	\$107,861.00	100.00%
<b>TOTAL CONTRACT</b>	<b>\$107,861.00</b>	<b>100.00%</b>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION**

#### **Local Contractors / Sub-Contractors**

None

#### **Non-Local Contractors / Sub-Contractors**

None

### **TOTAL M/WBE CONTRACT PARTICIPATION**

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



December 11, 2013

**WHEREAS**, on August 25, 2010, City Council authorized a contract amendment to extend the existing contract for a three-year software license renewal and maintenance for continued support for system interfaces, by Resolution No. 10-2111;

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager is authorized to execute a service contract with SAS Institute, Inc. (074461) for software licenses, maintenance and support for all SAS software for a term of three years, with two one-year renewal options, in an amount not to exceed \$107,861.00, upon approval as to form by the City Attorney. If the service was bid or proposed on an as needed basis, unit price basis for performance of specified tasks, payment to SAS Institute, Inc. shall be based only on the amount of the services directed to be performed by the City and properly performed by SAS Institute, Inc. under the contract.

**Section 2.** That the City Controller is authorized to disburse funds from the following appropriations in an amount not to exceed \$107,861.00 (subject to annual appropriations):

<u>FUND</u>	<u>DEPT</u>	<u>UNIT</u>	<u>OBJECT</u>	<u>AMOUNT</u>	<u>FY</u>	<u>ENCUMBRANCE</u>
0198	DSV	1665	3437	\$69,793.00	2014	CTDSV14SAS
0198	DSV	1665	3437	\$38,068.00	2015	CTDSV15SAS

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



**ADDENDUM ITEM # 4**

**KEY FOCUS AREA:** Efficient, Effective and Economical Government

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Attorney's Office

**CMO:** Warren M.S. Ernst, 670-3491

**MAPSCO:** N/A

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**SUBJECT**

Authorize settlement of a claim for attorney's fees by Defendants' attorneys in the lawsuit styled Leanne Siri v. The City of Dallas et al., Civil Action No. 3:10-CV-0036-M - Not to exceed \$237,500 - Financing: Current Funds

**BACKGROUND**

Munck Wilson Mandala LLP, formerly Munck Carter, represented Defendants' in the lawsuit styled Leanne Siri v. City of Dallas, et al., Civil Action No. 3:10-CV-0036-M. Munck Wilson Mandala LLP made a claim against Defendants for unpaid attorney's fees and expenses. Defendants and Munck Wilson Mandala LLP attended mediation on November 19, 2013 and reached an agreement that disposes of all claims, including attorney's fees.

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

Council was briefed in Closed Session on December 4, 2013.

**FISCAL INFORMATION**

Funding for this item is budgeted in the current fiscal year.

\$237,500.00 - Current Funds

December 11, 2013

**WHEREAS**, Munck Wilson Mandala LLP made a claim against Defendants, alleging it was owed attorney's fees and expenses in the lawsuit styled Leanne Siri v. The City of Dallas et al., Civil Action No. 3:10-CV-0036-M; and,

**WHEREAS**, the parties have agreed to a proposed settlement of the case whereby the City will pay Munck Wilson Mandala LLP the amount of \$237,500.00; and,

**WHEREAS**, it is in the best interest of the City to settle this claim; **Now, Therefore,**

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

**Section 1.** That settlement of the claim made by Munck Wilson Mandala LLP in the lawsuit styled Leanne Siri v. The City of Dallas et al., Civil Action No. 3:10-CV-0036-M, in an amount not to exceed \$237,500.00 is hereby approved.

**Section 2.** That the City Controller is authorized to pay to Munck Wilson Mandala LLP, the amount of \$237,500.00 from Fund 0192, Department ORM, Unit 3890, Obj. 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.

**ADDENDUM ITEM # 5**

**KEY FOCUS AREA:** Efficient, Effective and Economical Government

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** City Attorney's Office

**CMO:** Warren M. S. Ernst, 670-3491

**MAPSCO:** N/A

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**SUBJECT**

Authorize Supplemental Agreement No. 7 to the professional services contract with Hankinson, L.L.P. for additional legal services necessary in the lawsuit styled City of Dallas v. Kenneth E. Albert, et al., Cause No. 199-697-94, and any other proceedings relating to the subject matter of this litigation - Not to exceed \$185,000, from \$270,000 to \$455,000 - Financing: Current Funds

**BACKGROUND**

The additional legal services of Hankinson, L.L.P. are necessary for the resolution of the matters in the lawsuit styled City of Dallas v. Kenneth E. Albert, et al., Cause No. 199-697-94.

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

Authorized a professional services contract with the Law Offices of Deborah Hankinson, P.C. for legal services on March 24, 2004, by Resolution No. 04-1047.

Authorized Supplemental Agreement No. 1 to the professional services contract with the Law Offices of Deborah Hankinson, P.C. for additional legal services on January 12, 2005, by Resolution No. 05-0197.

Authorized Supplemental Agreement No. 2 to the professional services contract with the Law Offices of Deborah Hankinson, P.C. for additional legal services on April 11, 2007, by Resolution No. 07-1145.

Authorized Supplemental Agreement No. 4 to the professional services contract with Hankinson Levinger, L.L.P. for additional legal services on April 14, 2010, by Resolution No. 10-0861.

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

Authorized Supplemental Agreement No. 5 to the professional services contract with Hankinson Levinger, L.L.P. for additional legal services on January 11, 2012, by Resolution No. 12-0163.

**FISCAL INFORMATION**

Funding for this item is budgeted in the current fiscal year.

\$185,000.00 - Current Funds

**M/WBE INFORMATION**

See attached.

**ETHNIC COMPOSITION**

Hankinson, L.L.P.

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

**OWNER**

**Hankinson, L.L.P.**

Rick Thompson, Managing Partner

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize Supplemental Agreement No. 7 to the professional services contract with Hankinson, L.L.P. for additional legal services necessary in the lawsuit styled City of Dallas v. Kenneth E. Albert, et al., Cause No. 199-697-94, and any other proceedings relating to the subject matter of this litigation - Not to exceed \$185,000, from \$270,000 to \$455,000 - Financing: Current Funds

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

**PROJECT CATEGORY:** Professional Services

### **LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY**

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$185,000.00	100.00%
Non-local contracts	\$0.00	0.00%
<b>TOTAL THIS ACTION</b>	<b>\$185,000.00</b>	<b>100.00%</b>

### **LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION**

#### **Local Contractors / Sub-Contractors**

None

#### **Non-Local Contractors / Sub-Contractors**

None

### **TOTAL M/WBE PARTICIPATION**

	<u>This Action</u>		<u>Participation to Date</u>	
	<u>Amount</u>	<u>Percent</u>	<u>Amount</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$0.00	0.00%
Total	\$0.00	0.00%	\$0.00	0.00%





December 11, 2013

**WHEREAS**, the City of Dallas is a defendant in a lawsuit styled City of Dallas v. Kenneth E. Albert, et al., Cause No. 199-697-94; and,

**WHEREAS**, on March 24, 2004, the City Council authorized a professional services contract with the Law Offices of Deborah Hankinson, P.C. in the amount of \$60,000.00 by Resolution No. 04-1047 for legal services necessary to represent the City in this lawsuit and any other proceedings related to the subject matter of this lawsuit; and,

**WHEREAS**, on January 12, 2005, the City Council authorized Supplemental Agreement No. 1, in the amount of \$50,000.00 with the Law Offices of Deborah Hankinson, P.C. by Resolution No. 05-0197 for additional legal services necessary to represent the City in this lawsuit, increasing the contract amount from \$60,000.00 to \$110,000.00; and,

**WHEREAS**, on April 11, 2007, the City Council authorized Supplemental Agreement No. 2, in the amount of \$50,000.00 with the Law Offices of Deborah Hankinson, P.C. by Resolution No. 07-1145 for additional legal services necessary to represent the City in this lawsuit, increasing the contract amount from \$110,000.00 to \$160,000.00; and,

**WHEREAS**, on July 9, 2008, pursuant to Administrative Action No. 08-1936, the City authorized Supplemental Agreement No. 3, to the professional services contract with the Law Offices of Deborah Hankinson, P.C. to increase the hourly rates paid for legal services provided; and,

**WHEREAS**, on September 3, 2008, pursuant to Administrative Action No. 08-2358, the City authorized assignment of the professional services contract from the Law Offices of Deborah Hankinson, P.C. to Hankinson Levinger, L.L.P.; and,

**WHEREAS**, on April 14, 2010, the City Council authorized Supplemental Agreement No. 4, in the amount of \$30,000.00 with Hankinson Levinger, L.L.P. by Resolution No. 10-0861 for additional legal services necessary to represent the City in this lawsuit, increasing the contract amount from \$160,000.00 to \$190,000.00; and,

**WHEREAS**, on January 11, 2012, the City Council authorized Supplemental Agreement No. 5, in the amount of \$30,000.00 to Hankinson Levinger, L.L.P. by Resolution No. 12-0163 for additional legal services necessary to represent the City in this lawsuit, increasing the contract amount from \$190,000.00 to \$220,000.00; and,

**WHEREAS**, on March 5, 2013, pursuant to Administrative Action No. 13-5289, the City authorized Supplemental Agreement No. 6, in the amount of \$50,000.00 to Hankinson, L.L.P. (formerly Hankinson Levinger, L.L.P.) for additional legal services necessary in this lawsuit, increasing the contract amount from \$220,000.00 to \$270,000.00; and,

December 11, 2013

**WHEREAS**, the legal services of the law firm of Hankinson, L.L.P. continue to be necessary for representation of the City in this lawsuit and any other proceedings related to the subject matter of this lawsuit; **Now, Therefore**,

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into Supplemental Agreement No. 7 to the professional services contract with Hankinson, L.L.P., for additional legal services necessary in the lawsuit styled City of Dallas v. Kenneth E. Albert, et al., Cause No. 199-697-94, and any other proceedings related to the subject matter of this lawsuit, in an amount not to exceed \$185,000.00, increasing the contract amount from \$270,000.00 to \$455,000.00.

**Section 2.** That the City Controller is authorized to disburse, in periodic payments to Hankinson, L.L.P. an amount not to exceed \$185,000.00 from Fund 0192, Department ORM, Unit 3890, Obj. 3070, Encumbrance No. ATT389010F123, Vendor No. VC0000005988.

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

**ADDENDUM ITEM # 6**

**KEY FOCUS AREA:** Efficient, Effective and Economical Government

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** Civil Service

**CMO:** A. C. Gonzalez, 670-3302

**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the reappointment of two Administrative Law Judges (ALJ), Willie Crowder and Douglas J. Lapidus; **(2)** the appointment of Kelsie McQuietor, Lakisha M. Thigpen and James E. Urmin Sr., as Administrative Law Judges for the period January 1, 2014 through December 31, 2015, to hear employee appeals of terminations and demotions; and **(3)** contracts with each ALJ in the amount of \$4,000 each - Total not to exceed \$20,000 (\$4,000 to be reimbursed by the appealing employees) - Financing: Current Funds (subject to appropriations)

**BACKGROUND**

The City Charter was amended August 12, 1989, to establish the Administrative Law Judge alternative to the Trial Board. The employee has the option of an Administrative Law Judge (ALJ) or Trial Board. ALJs have either five years' experience adjudicating personnel issues or three years as a licensed attorney in the state of Texas and are compensated \$400 per day, with the appealing employee paying half of this amount. ALJ hearings are conducted to provide a due process hearing for discharged or demoted City employees. The ALJ hears sworn testimony, reviews documentary evidence and renders a decision following the same hearing procedures as used by the Trial Board.

The Dallas City Council passed Ordinance No. 22612 on December 6, 1995, to empower the Judicial Nominating Commission to recruit, interview, and nominate candidates to serve as Administrative Law Judges for Council approval.

Contracts for the current three ALJs expire December 31, 2013.

The Judicial Nominating Commission conducted interviews in connection with its required evaluation of Administrative Law Judges on Tuesday, October 22, 2013, including two current ALJs and new applicants.

**BACKGROUND** (Continued)

The Ad Hoc Legislative Committee has forwarded five nominees for terms as Administrative Law Judge. Two nominees for ALJ are reappointments. The other three nominees for ALJ are new appointments.

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

On December 13, 1989, City Council authorized Personnel Rules revision to implement the Administrative Law Judge option for employee appeal hearings by Ordinance No. 20526.

On October 23, 1991, City Council authorized an increase in the term of appointment from one year to two years by Ordinance No. 21091.

On December 6, 1995, City Council authorized placing the selection responsibilities with the Judicial Nominating Commission by Ordinance No. 22612.

On January 11, 2012, City Council authorized the reappointment of one Administrative Law Judge, Willie Crowder and the appointment of Jean B. Crutchfield and Douglas J. Lapidus as Administrative Law Judges for the period January 1, 2012 through December 31, 2013, to hear employee appeals of terminations and demotions by Resolution No. 12-0164.

**FISCAL INFORMATION**

\$20,000 - Current Funds (\$4,000 to be reimbursed by the appealing employees) (subject to appropriations)

**ETHNIC COMPOSITION**

African-American Females	3	African-American Males	0
Hispanic Females	0	Hispanic Males	0
Caucasian Females	0	Caucasian Males	2
Other Females	0	Other Males	0

Individuals recommended by the Judicial Nominating Commission are as follows:

Willie Crowder - African-American Female - Reappointment  
4039 Oak Arbor, Dallas, Texas 75233

Douglas J. Lapidus - Caucasian Male - Reappointment  
15851 Dallas Parkway, Suite 600, Addison, Texas 75001

**ETHNIC COMPOSITION** (Continued)

Kelsie McQuieter – African American, Female - Appointment  
900 Homestead Drive, Keller, Texas 76248

Lakisha M. Thigpen – African American, Female - Appointment  
6909 Vassar Drive, Austin, Texas 78723

James E. Urmin Sr. – Caucasian, Male - Appointment  
502 S. Waterview Drive, Richardson, Texas 75080



December 11, 2013

**WHEREAS**, the contracts for three Administrative Law Judges (ALJ) will expire on December 31, 2013; and

**WHEREAS**, the Ad Hoc Legislative Committee has recommended that Willie Crowder, Douglas J. Lapidus, Kelsie McQuieter, Lakisha M. Thigpen and James E. Urmin Sr., be appointed as Administrative Law Judges.

**NOW, THEREFORE,**

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

**Section 1.** That the City Council appoints Willie Crowder, Douglas J. Lapidus, Kelsie McQuieter, Lakisha M. Thigpen and James E. Urmin Sr., as Administrative Law Judges for a two-year term beginning January 1, 2014 and expiring December 31, 2015.

**Section 2.** That the City Manager upon approval as to form by the City Attorney, is hereby authorized to execute a contract of appointment with each of the Administrative Law Judge appointees setting out the terms of appointment and providing compensation at a rate of \$400 per day worked, total contract amount not to exceed \$4,000 per judge. Appealing employees will pay 50% of all ALJ contracts.

**Section 3.** That the City Controller is hereby authorized to receive and deposit funds into Fund 0001, Department CVS, Unit No. 1412, Revenue Code 7456, all fees collected as a result of appeal hearings before an Administrative Law Judge.

**Section 4.** That the City Controller is hereby authorized to encumber and disburse funds from Fund 0001, Department CVS, Unit 1412, Object Code 3070:

<u>Amount</u>	<u>Encumbrance</u>	<u>Fiscal Year</u>	<u>Vendor</u>	<u>Vendor No.</u>
\$2,000	CVS1412C785	2014	Willie Crowder	351467
\$2,000	CVS1412C786	2014	Douglas J. Lapidus	VC0000010487
\$2,000	CVS1412C787	2014	Kelsie McQuieter	VC0000012534
\$2,000	CVS1412C788	2014	Lakisha M. Thigpen	VC0000012535
\$2,000	CVS1412C789	2014	James E. Urmin, Sr.	VC0000012533
\$2,000	CVS1412C790	2015	Willie Crowder	351467
\$2,000	CVS1412C791	2015	Douglas J. Lapidus	VC0000010487
\$2,000	CVS1412C792	2015	Kelsie McQuieter	VC0000012534
\$2,000	CVS1412C793	2015	Lakisha M. Thigpen	VC0000012535
\$2,000	CVS1412C794	2015	James E. Urmin, Sr.	VC0000012533

For a total not to exceed \$20,000 (subject to appropriations).

December 11, 2013

**Section 5.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



**ADDENDUM ITEM # 7**

**KEY FOCUS AREA:** Efficient, Effective and Economical Government

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Equipment & Building Services

**CMO:** Forest E. Turner, 670-3390

**MAPSCO:** 45-Q

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**SUBJECT**

Authorize a contract for expansion of the vestibule located at the north entrance of Dallas City Hall - Big Sky Construction Co., Inc., only proposer - Not to exceed \$345,000 - Financing: Capital Construction Funds

**BACKGROUND**

This action authorizes the expansion of the north entrance vestibule to continue security enhancements at Dallas City Hall. The security vestibule will be a controlled access point. The vestibule will house x-ray machines and walk through metal detectors to screen individuals entering the building.

Dallas City Hall was designed in 1971 by noted architect, I.M. Pei. Construction of all three phases which included the parking garage, plaza and city hall was completed in December of 1977. Threats to public buildings and design features to mitigate them have changed significantly since the 1970s. This project will facilitate security of Dallas City Hall, while maintaining public access, without decreasing public event and gathering space. The primary objectives of the expanded vestibule are to contain potential security threats outside of the building and provide a covered, heated, and cooled space for security screening of visitors.

The bid process included advertising as a "Request for Competitive Sealed Proposal (RFCSP)". Only one proposal was received for this project. The Auditor's Office has reviewed the single proposal item and related documentation and has determined that Administrative Directive 4-05 provisions for processing single proposal items were followed.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Construction	January 2014
Complete Construction	May 2014

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

On July 2, 2013, Administrative Action No. 13-6069 authorized Dewberry Architects to develop plans and specifications.

**FISCAL INFORMATION**

\$345,000.00 - Capital Construction Funds

**ETHNIC COMPOSITION**

Big Sky Construction Co., Inc.

White Male	17	White Female	3
Black Male	0	Black Female	0
Hispanic Male	3	Hispanic Female	0
Other Male	0	Other Female	0

**PROPOSAL INFORMATION**

The following proposal was received from solicitation number CIZ1420 and opened on August 8, 2013. This service contract is being awarded in its entirety to the only proposer.

\*Denotes successful proposer

<b><u>Proposer</u></b>	<b><u>Address</u></b>	<b><u>Amount</u></b>
*Big Sky Construction Co., Inc.	507 Exposition Avenue Dallas, TX 75226	\$345,000.00

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

**OWNER**

**Big Sky Construction Co., Inc.**

Robert Long, President

**MAP**

Attached.

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize a contract for expansion of the vestibule located at the north entrance of Dallas City Hall - Big Sky Construction Co., Inc., only proposer - Not to exceed \$345,000 - Financing: Capital Construction Funds

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

**PROJECT CATEGORY:** Construction

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$261,330.00	75.75%
Total non-local contracts	\$83,670.00	24.25%
<b>TOTAL CONTRACT</b>	<b>\$345,000.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Gardner Mechanical	WFWB56283Y0114	\$28,000.00	10.71%
<b>Total Minority - Local</b>		<b>\$28,000.00</b>	<b>10.71%</b>

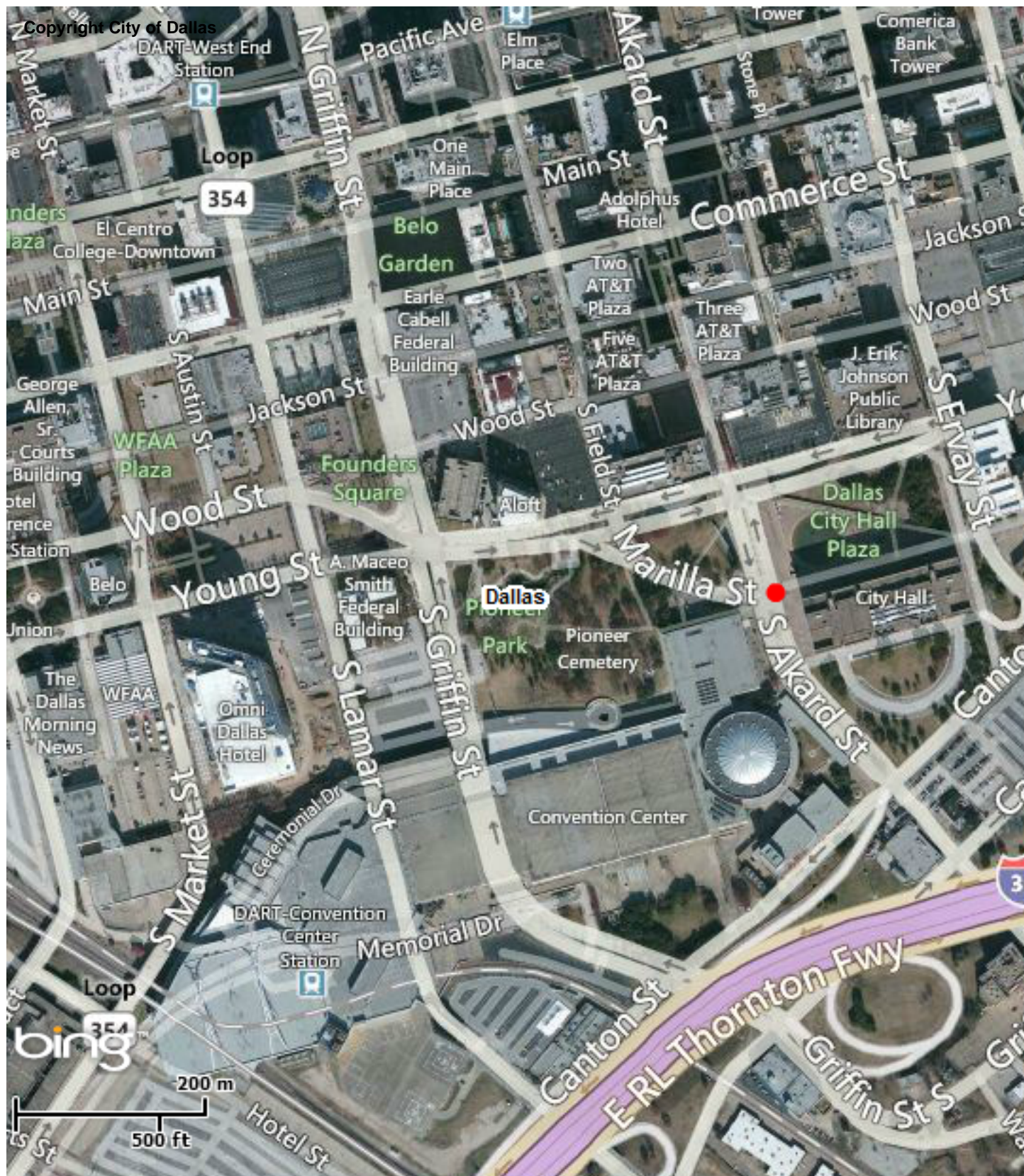
#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Tarsco	HMMB56900N0314	\$39,500.00	47.21%
Sterling Tile	WFWB56557N0214	\$44,170.00	52.79%
<b>Total Minority - Non-local</b>		<b>\$83,670.00</b>	<b>100.00%</b>

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$39,500.00	11.45%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$28,000.00	10.71%	\$72,170.00	20.92%
<b>Total</b>	<b>\$28,000.00</b>	<b>10.71%</b>	<b>\$111,670.00</b>	<b>32.37%</b>





**Dallas City Hall**  
City of Dallas

**DISCLAIMER**

This data has been compiled for City of Dallas. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



December 11, 2013

**WHEREAS**, Dallas City Hall opened in 1978 and since then protection of public buildings has dramatically changed due to recent events; and

**WHEREAS**, it was determined that adding a security vestibule to the main entrance at City Hall would further enhance security while maintaining public access; and

**WHEREAS**, Administrative Action No. 13-6069 authorized development of plans and specifications for a security vestibule to be located at the north entrance of Dallas City Hall; and,

**WHEREAS**, it is now desirable to authorize a contract with Big Sky Construction Co., Inc. for the construction of the security vestibule in an amount not to exceed \$345,000.00.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to execute a contract with Big Sky Construction Co., Inc. for construction services for the security vestibule at Dallas City Hall in an amount not to exceed \$345,000.00, after it has been approved as to form by the City Attorney.

**Section 2.** That the City Controller is authorized to disburse funds in accordance with the terms and conditions of the contract from:

Capital Construction Funds  
Fund 0671, Dept. EBS, Unit P479  
Object Code 4310, Program CIZ1420, CT EBS14P479CT15  
Vendor No. VS0000016146, in an amount not to exceed \$345,000.00

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



**KEY FOCUS AREA:** Efficient, Effective and Economical Government

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** N/A

**DEPARTMENT:** Human Resources

**CMO:** A. C. Gonzalez, 670-3302

**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** a Master Plan Document that includes all of the separate health benefit plans for City employees and their families including the cafeteria plan, health plans, dental and vision plans; and **(2)** a Master Plan Document that includes all of the separate health benefit plans for retirees and their families including the self-insured health plans, insured Medicare Supplement Plans, Medicare Advantage Plans, Prescription Drug Plans, dental and vision - Total cost is based on the number of employees/retiree participants in the plan - Financing: Employee Benefits Current Funds (subject to appropriations)

**BACKGROUND**

The City of Dallas provides health coverage to over 24,949 employees, retirees and their dependents. The employee and retiree Master Plans govern the administration of both the self-insured and fully insured medical plans for the plan members (employees and retirees).

The 2014 Master Plan for the employees defines the City's health coverage for the self-insured Exclusive Provider Organization (EPO), third-party administered employee/benefits plans. The EPO plans are provided to active employees and their eligible dependents. As a Section 125 Plan employees have the ability to have payroll deductions for their medical care, vision coverage, and dental coverage made on a pre-tax basis.

The 2014 Master Plan for retirees defines the City's health coverage for the self-insured pre-65 health plans, fully-insured Medicare Supplement, Medicare Advantage and Medicare Part D Prescription plans, which are administered by a third party. The fully-insured Medicare Supplement, Medicare HMO and Medicare Part D plans are provided to certain Medicare eligible retirees and their eligible dependents.



## **BACKGROUND** (Continued)

The 2014 employee and retiree Master Plans (self-insured Exclusive Provider Organizations and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D plans) will be effective for a twelve (12) month period from January 1, 2014 through December 31, 2014.

In FY 2014, the City will continue its Consumer Driven Health Plan (CDHP) with a Health Reimbursement Account (HRA) and two 70/30 \$3,000 deductible EPO Plan options. Health Reimbursement Account Participating Plan members will be given an allocation of \$700 for employee only coverage or \$1,700 for employees with dependents that can be used to cover eligible medical or prescription expenses. The members also had an opportunity to earn an additional \$300 towards their Health Reimbursement Account by earning 250 WellPoints.

The Benefit Plans will continue to include first dollar coverage for urgent care services at off-site Concentra Urgent Care Clinics in the Dallas Fort Worth Metroplex. Participants enrolled in an Exclusive Provided Organization Plan will have the ability to have basic services performed at these clinics for a flat fee of \$105. Members will have access to these rates at the co-insurance rate of 75/25 or a 70/30 cost share depending on the health benefit plan in which they have enrolled, prior to meeting an annual deductible.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Authorized adoption of the 2010 Employee and Retiree Health Benefit Plans on September 23, 2009, by Resolution No. 09-2381.

Authorized adoption of the 2009 Employee and Retiree Health Benefit Plans on September 24, 2008, by Resolution No. 08-2620.

Authorized adoption of the 2008 Employee and Retiree Health Benefit Plans on September 26, 2007, by Resolution No. 07-2838.

Authorized adoption of the 2007 Employee and Retiree Health Benefit Plans on September 27, 2006, by Resolution No. 06-2640.

Authorized adoption of the 2006 Employee and Retiree Health Benefit Plans on December 14, 2005, by Resolution No. 05-3545.

Authorized adoption of the 2005 Employee and Retiree Health Benefit Plans on October 13, 2004, by Resolution No. 04-2985.

Authorized adoption of the 2004 Employee and Retiree Health Benefit Plans on September 24, 2003, by Resolution No. 03-2582.



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

Authorized adoption of the 2003 Employee and Retiree Health Benefit Plans on September 30, 2002, by Resolution No. 02-2810.

Authorized adoption of the 2002 Employee and Retiree Health Benefit Plans on October 24, 2001, by Resolution No. 01-3134.

Authorized adoption of the 2001 Employee and Retiree Health Benefit Plans on September 27, 2000, by Resolution No. 00-2983.

Authorized adoption of the 2000 Employee and Retiree Health Benefit Plans on January 12, 2000, by Resolution No. 00-0264.

**FISCAL INFORMATION**

The total cost is based on the number of employee/retiree participants in the plan - Employee Benefits Current Funds (subject to appropriations)

December 11, 2013

**WHEREAS**, the City of Dallas desires to continue the self-insured Exclusive Provider Organizations, and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D Prescription plans, third-party administered employee and retiree benefits plans for active employees, retirees, and their eligible dependents for the 2014 Plan Year; and

**WHEREAS**, the City of Dallas desires to continue as part of the employee Master Plan for eligible employees to receive favorable tax treatment of premiums or medical expenses paid for employee health care, dependent health care, vision and dental coverage, dependent care and non-reimbursed medical expenses; and

**WHEREAS**, the City of Dallas desires to adopt the employee 2014 Master Plan (self-funded Exclusive Provider Organizations and the 2014 retiree Master Plan to include self-funded Exclusive Provider Organizations for pre-65 retirees and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D Prescription plans) for retirees over 65.

**NOW, THEREFORE,**

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

**Section 1.** That the attached 2014 employee and retiree Master Plans (self-funded Exclusive Provider Organizations and fully-insured Medicare Supplement, Medicare HMO and Medicare Part D Prescription plans) to offer employees and retirees health benefits and first dollar coverage for urgent care services at Concentra's off-site locations be approved.

**Section 2.** That this resolution shall take effect January 1, 2014 after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



Photo: Courtesy of Getty Images

# Active Employee Benefits & Enrollment Guide

Human Resources Department  
Benefits Service Center



City of Dallas

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### Summary of Benefits and Coverage

As an employee, the health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury.

Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, your plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important information about any health coverage option in a standard format to help you compare across options.

The SBC is available on the Web at: [http://dallascityhall.com/human\\_resources/benefits\\_employees.html](http://dallascityhall.com/human_resources/benefits_employees.html) and [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com). A free, paper copy is also available by calling 1-888-752-9122.

## Welcome to Benefits 2014!

Greetings, Fellow Employee:

It is my pleasure to welcome you to the 2014 Open Enrollment. The City of Dallas provides an annual open enrollment period for employees to review their benefits coverage and make new elections for the upcoming year.

### Important things to know regarding 2014 Open Enrollment:

- The Open Enrollment period for 2014 starts **October 7, 2013**, and ends **November 4, 2013**.
- Open Enrollment will be **active**
  - You must re-enroll in your Medical, Dental and Vision plans.
  - You **must** select your benefits coverage; otherwise, a default plan—the 70/30/\$3,000 Deductible Low Option (NEW) with Employee-only Coverage—will go into effect on January 1, 2014. At which time, you will not be able to change your plan unless you experience a Qualifying Life Event.
  - Your Basic Life Insurance, Supplemental Life Insurance, Dependent Life Insurance, and Accidental Death and Dismemberment (AD&D) Insurance will automatically roll over into the new plan year.
  - A Flexible Spending Account (FSA), which includes the Employee Medical Spending Plan (EMSP) and the Dependent Care Assistance Plan (DCAP), **cannot roll over**. You must renew your FSA each year to continue to receive this benefit.
- To make changes to your benefit plan elections or enroll in an FSA plan for 2014, you must re-enroll during Open Enrollment. There are three ways to enroll:
  - Enroll online through Lawson HRIS
    - You may view and/or make changes to your benefits plan via Lawson's online Web portal. Go to <https://hris.dallascityhall.com/lawson/portal>; you have 24/7 access to this site from any computer with Internet access.
    - Use your network ID and password to access the portal.
  - Call the Benefits Service Center (BSC) at 1-888-752-9122.
  - Visit the BSC at Dallas City Hall, Room 1DS (Hours: Monday-Friday, 8:15 a.m. to 5:15 p.m.)
- If you need to add or delete dependents, please contact the BSC at 1-888-752-9122. Be sure that you have the required documentation to add your dependents. You may also fax your documents to 1-888-202-5571; please include your name, employee ID number and a call-back number on each faxed page to process your request.

### What's New for 2014?

The City of Dallas has added a new benefit plan for 2014. The **70/30/\$3,000 Deductible Low Option Plan** will include a combined medical and pharmacy deductible and out-of-pocket maximum. Please review the benefit summaries for additional information about this plan.

The Benefits and Enrollment Guide provides details about your benefit options. Reviewing the material contained in this guide will help you make informed decisions about your benefits for 2014. If you have any questions, refer to the vendor contact information section to access our service providers.

As always, I hope you will continue to be pleased with these programs and services as we endeavor to maintain a competitive benefits package for you and your family.

Sincerely,

City of Dallas Benefits Team



City of Dallas



## City of Dallas

Dear City of Dallas Employee:

Through the Affordable Care Act, Health Insurance Exchanges will be established across the country. Each state has the option to set up a state-based insurance Marketplace that will allow individuals and employers to easily compare and evaluate health insurance plans. The state of Texas has elected not to implement a state exchange, so the Health Insurance Exchange will be run by the Federal government. Enrollment in health coverage on the Marketplace will open on October 1, 2013, with plans effective on January 1, 2014. The Patient Protection and Accountable Care Act requires employers covered by the Fair Labor Standards Act (FLSA) to provide a notice to employees prior to the beginning date of the Exchange.

On the following pages, you will find the Exchange Notice that notifies employees about the exchanges. Please be advised that the City of Dallas plan meets the minimum value required for health plans; therefore, City employees may not be eligible for a subsidy in the exchange. Specifically, the notice is designed to:

- Inform employees about the existence of the Exchange and give a description of the services provided by the Exchange;
- Explain how employees may be eligible for a premium tax credit or a cost-sharing reduction if the employer's plan does not meet certain requirements;
- Inform employees that if they purchase coverage through the Exchange, they may lose any employer contribution toward the cost of employer-provided coverage, and that all or a portion of this employer contribution may be excludable for federal income tax purposes; and
- Include contact information for the Exchange and an explanation of appeal rights.

Should you have any questions about your coverage, or to get additional information about this form, please contact the Benefits Service Center at 1-888-752-9122.

Sincerely,

City of Dallas  
Human Resources Department  
Benefits Service Center



# New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-0149  
(expires 11-30-2013)

## **PART A: General Information**

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

### **What is the Health Insurance Marketplace?**

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

### **Can I Save Money on my Health Insurance Premiums in the Marketplace?**

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that does not meet certain standards. The savings on the premium that you are eligible for depends on your household income.

### **Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?**

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer’s health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5 percent of your household income for the year, or if the coverage your employer provides does not meet the “minimum value” standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

### **How Can I Get More Information?**

For more information about the coverage offered by your employer, please check your summary plan description or contact the **City of Dallas Benefits Service Center at 1-888-752-9122**.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

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<sup>1</sup>An employer-sponsored health plan meets the “minimum value standard” if the plan’s share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.



## New Health Insurance Marketplace Coverage (Continued)

### PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name City of Dallas		4. Employer Identification Number (EIN)	
5. Employer address 1500 Marilla St., 1DS		6. Employer phone number 1-888-752-9122	
7. City Dallas	8. State Texas	9. ZIP code 75201	
10. Who can we contact about employee health coverage at this job? The City of Dallas Benefits Service Center			
11. Phone number (if different from above)		12. Email address	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
    - All employees.
    - Some employees. Eligible employees are:  
Full-time permanent employees and Permanent part-time employees
  - With respect to dependents:
    - We do offer coverage. Eligible dependents are:  
A spouse, children up to age of 26 years and grandchildren
    - We do not offer coverage.
  - If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.
- \*\* Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](https://www.healthcare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](https://www.healthcare.gov) to find out if you can get a tax credit to lower your monthly premiums.



## New Health Insurance Marketplace Coverage (Continued)

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

13. **Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?**

**Yes** (Continue)

13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? \_\_\_\_\_ (mm/dd/yyyy) (Continue)

**No** (STOP and return this form to employee)

14. Does the employer offer a health plan that meets the minimum value standard\*?

Yes (Go to question 15)  No (STOP and return form to employee)

15. For the lowest-cost plan that meets the minimum value standard\* offered **only to the employee** (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/ she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

a. How much would the employee have to pay in premiums for this plan? \$

b. How often?  Weekly  Every 2 weeks  Twice a month  Monthly  Quarterly  Yearly

If the plan year will end soon and you know that the health plans offered will change, go to question 16. If you don't know, STOP and return form to employee.

16. What change will the employer make for the new plan year?

Employer won't offer health coverage

Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.\* (Premium should reflect the discount for wellness programs. See question 15.)

a. How much will the employee have to pay in premiums for that plan? \$

b. How often?  Weekly  Every 2 weeks  Twice a month  Monthly  Quarterly  Yearly

Date of change (mm/dd/yyyy):

\*An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36B©(2)(C)(ii) of the Internal Revenue Code of 1986)

## Who is Eligible?

You may elect health coverage for you and your eligible dependents during the annual Open Enrollment period and through special enrollments as a result of a Qualifying Life Event. Eligible dependents include the following:

Type of Eligible Dependent	Required Documentation
<p><b>Spouse</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Copy of Marriage License, Copy of Social Security Card, and Date of Birth</li> <li><input type="checkbox"/> If Common-Law Marriage applies, please provide the common-law form* and copies of documentation showing that you and your spouse have lived together for at least six months (provide two documents from list below).               <ul style="list-style-type: none"> <li>■ Examples include copies of:</li> <li>■ Lease or deed naming both partners</li> <li>■ Joint checking account statement</li> <li>■ Utility bills and/or credit accounts</li> <li>■ Will and/or life insurance policies</li> </ul> </li> </ul>
<p><b>Domestic Partner</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Domestic Partner Form** and copies of documentation showing that you and your partner have lived together for at least six months (provide two documents from list below).               <ul style="list-style-type: none"> <li>■ Examples include copies of:</li> <li>■ Lease or deed naming both partners</li> <li>■ Joint checking account statement</li> <li>■ Utility bills and/or credit accounts</li> <li>■ Will and/or life insurance policies</li> </ul> </li> <li><input type="checkbox"/> Copy of Social Security Card, and Date of Birth</li> </ul>
<p><b>Dependent Child:</b> Child who is married or unmarried, under age 26 and is the biological child, legally adopted child or stepchild of you and/or your spouse, domestic partner or common-law spouse</p> <p><b>Dependent Grandchild:</b> Grandchild who is married or unmarried, under age 26 and is the biological grandchild of you and/or your spouse, domestic partner or common-law spouse</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Copy of Birth Certificate showing you as a parent, or</li> <li><input type="checkbox"/> Copy of Adoption Agreement, or</li> <li><input type="checkbox"/> Copy of court custody or guardianship documents, or</li> <li><input type="checkbox"/> Copy of the portion of the divorce decree showing the dependent, or</li> <li><input type="checkbox"/> Copy of Qualified Medical Court Support Order (QMCSO), and</li> <li><input type="checkbox"/> Copy of Social Security Card</li> </ul>

\*For the Common-Law Spouse Form, go to <http://www.dallascounty.org/departments/countyclerk/marriage-license.html>.

\*\*For the Domestic Partner Form, contact the Benefits Service Center at 1-888-752-9122.

**Please note: Your dependents (spouse and/or children) cannot be covered on a plan if you are not covered.**

## Making Changes to Your Benefits During the Year (Outside the Open Enrollment Period)

The Internal Revenue Service (IRS) requires that you make benefits elections during our annual Open Enrollment period for your benefits to be effective during the 2014 plan year. You may not change your benefits elections after Open Enrollment unless you experience a **Qualifying Life Event**, which may include:

- Marriage
- Divorce, Legal Separation or Annulment
- Birth or Adoption of an Eligible Child
- Change in your (or your spouse's) work status that affects benefits eligibility (e.g., change from full-time to part-time employment status)
- A change in your child's benefits eligibility
- A Qualified Medical Child Support Order

## **Making Changes to Your Benefits** (continued)

You must report your Qualifying Life Event to the Benefits Service Center **within 30 days** of that event with the required documentation to support your claim. If you fail to report your Qualifying Life Event within the required timeframe, you must wait until the next annual Open Enrollment to change your benefits elections.

If your dependent does not meet the current eligibility rules during the specified period, and/or you do not provide the required documentation, your dependent(s) will not be added to your benefits plan.

### **Reminders**

**To enroll in a benefits plan or change your current plan, please remember:**

1. New employees have 30 days from their hire dates to enroll in a benefits plan; otherwise, they must wait until Open Enrollment or have a Qualifying Life Event.
2. The Open Enrollment period for 2014 starts **October 7, 2013**, and ends **November 4, 2013**.
3. You must report a Qualifying Life Event **within 30 days of that event** to change your benefits plan.

# WELLPOINTS

**WellPoints** is the wellness incentive program for City employees enrolled in a City sponsored health plan. By participating in WellPoints, you will help lower your 2015 medical plan premium and earn extra cash toward your HRA. To earn a reduced medical premium for 2015, you must earn a **minimum of 250 wellness points**.

**To participate, you must be enrolled in a City sponsored health plan.**

**Active employees may earn WellPoints for the 2015 benefits year starting October 1, 2013, and ending August 31, 2014.**

Please use the program guide on the following page to determine how to earn wellness points.

For more information:

City of Dallas  
Human Resources Department  
Benefits Service Center  
1500 Marilla Street, Room 1D-South  
Dallas, Texas 75201  
(Phone) 1-888-752-9122  
(Email) [wellness@dallascityhall.com](mailto:wellness@dallascityhall.com)  
(Web) [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com)

## **Wellness Program Disclosure**

If it is unreasonably difficult for you to achieve the standards for a reward under the wellness program due to a medical condition, or if it is medically inadvisable for you to attempt to achieve the standards for the reward under this program, call the Benefits Service Center at 1-888-752-9122, and we will work with you to develop another way to qualify for the reward.

## HOW TO EARN WELLPOINTS

**GOAL: 250 POINTS**

**WELLPOINTS PERIOD: OCTOBER 1, 2013 – AUGUST 31, 2014**

To participate in WellPoints, you must complete the Engagement category, which is worth 150 points. Earn the remaining points by participating in some of the activities listed under options one through three.

### ENGAGEMENT (REQUIRED)

To participate in WellPoints, you **must** complete the following two Engagement activities:

- Annual Physical Exam\* (100 Points)
  - Includes BMI, Blood Pressure, Fasting LDL & Fasting Glucose
- MyUHC Online Health Assessment\* (50 Points)

**\*REQUIRED**

#### OPTION 1

##### Biometric Target

- Biometric Screening Targets (Max: 100 Points)
  - Earn points for meeting biometric targets:
  - Targets: BMI (Less than 30); Blood Pressure (Systolic: Less than 140; Diastolic: Less than 90); Fasting LDL (Less than 130); and Fasting Glucose (Less than 100)

0-1 Target = 0 Points	2 Targets = 50 Points
3 Targets = 75 Points	4 Targets = 100 Points

#### OPTION 2

##### Take Action (Max: 100 Points)

- Each program worth 100 points
- Two Options: Disease Management and YMCA Diabetes Prevention
  - Disease Management Program
    - Four Program Options: Asthma, Diabetes, Coronary Artery Disease, and Heart Failure
    - Eligible Participants will Receive an Outreach Call from a UnitedHealthcare Nurse
  - YMCA Diabetes Prevention Program

##### Behavior Change (Max: 50 Points)

- Each activity worth 25 points
- Activities include: Boot Camp, Weight Loss Program, WellAware-sponsored Fitness Activities, Gym/Fitness Center Participation and Community Races

##### Bonus Activities (Max: 30 Points)

- Each activity worth 10 points
- Activities include: City of Dallas Department sponsored activities (e.g., Walks, Health Fairs & Fitness Activities)

#### OPTION 3 (REASONABLE ALTERNATIVES)

You may also participate in the following reasonable alternatives:

##### Online Coaching

- Earn program worth 25 points (Max: 50 Points)
- Participate in up to **two** programs
- Go to [www.myuhc.com](http://www.myuhc.com) for online coaching program information

##### Education

- Each program worth 10 points (Max: 50 Points)
- Participate in up to **five** programs
- Activities include WellAware Health Fair & learning/health seminars hosted or sponsored by WellAware



**Annual Physical Exam Verification  
Biometric Target Screening Verification**

**WELLPOINTS**

**City of Dallas Instructions for Physicians and Employees**

Employee Wellness Incentive Program

This form is to be used by eligible City of Dallas employees (full- or part-time) who would like to submit their Annual Physical Exam or Biometric Target Screening results to the Benefits Service Center as part of their participation in the WellPoints Employee Wellness Incentive Program.

For the Biometric Target Screening, the following measures must be collected and reported via a physician:

- Blood Pressure
- Body Mass Index (BMI)
- Fasting LDL Cholesterol
- Fasting Glucose (Blood Sugar)

The employee must submit results to the Benefits Service Center no later than **August 31, 2014**.

**Instructions for Physician:**

Complete Section 2 of the form (if applicable).

Complete Section 3 of the form and return it to the patient (employee) for submission.

**Instructions for City of Dallas Employee:**

Complete Section 1 of the form—including signature—and present the form to your physician at your medical appointment. Instruct the physician to complete the required information. You must submit the completed form directly to the Benefits Service Center (mail or hand-deliver). The form cannot be submitted via fax or email.

**Benefits Service Center  
Dallas City Hall  
1500 Marilla Street, Room 1DS  
Dallas, TX 75201  
(Phone) 1-888-752-9122  
(Hours) 8:15 a.m. to 5:15 p.m. (Monday thru Friday)**

**Employee Reminders**

The Benefits Service Center cannot accept a faxed or electronic copy of your results. Please mail or hand-deliver the results to the address provided. Submit all results by August 31, 2014.

WellAware



**Your Health Matters**

City of Dallas Employee Wellness Program



**SECTION 1: PHYSICIAN INSTRUCTIONS**

Dear Physician:

The City of Dallas has initiated a new wellness incentive program called **WellPoints**. As a WellPoints participant, an employee may receive incentives through maintaining a healthy lifestyle. One of the measures required to participate in WellPoints is the completion of an annual physical exam.

Employees earn wellness points for meeting the following biometric targets:

Biometric Target Screening Values Key Measures & Targets	
<b>Body Mass Index (BMI)</b> Less Than 30	<b>Blood Pressure</b> Systolic: Less Than 140 Diastolic: Less Than 90
<b>Fasting LDL Cholesterol</b> Less Than 130	<b>Fasting Glucose (Blood Sugar)</b> Less Than 100

Physician: Please complete Section 2. The employee must return the completed form to the City of Dallas Benefits Service Center upon your completion. It cannot be faxed or emailed.

Note: If you believe the established target is contraindicated for the health of your patient, the patient may achieve the desired wellness points by participating in other programs such as learning seminars, health fairs and online coaching programs.

**SECTION 2: PATIENT INFORMATION** (Patient: Complete this section. Please print.)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Employee ID: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Gender:  Male  Female Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PATIENT : This form must be submitted by August 31, 2014. Do not fax or email.**

**SECTION 3: PATIENT BIOMETRIC TARGETS**

**PHYSICIAN:** Place your signature on the line next to the number of biometric targets the employee met. Use the Biometric Target parameters listed in Section 1.

0-1 Target Met \_\_\_\_\_

2 Targets Met \_\_\_\_\_

3 Targets Met \_\_\_\_\_

4 Targets Met \_\_\_\_\_

Exam Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

**SECTION 4: ANNUAL PHYSICAL EXAM VERIFICATION**

**PHYSICIAN:** Your signature below confirms that the employee has received an annual physical exam.

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **Your Core Benefits**

The following core benefits are sponsored by the City of Dallas:

- ❖ Medical Insurance
- ❖ Pharmacy
- ❖ Flexible Spending Account
- ❖ Concentra Employee Discount Program
- ❖ Dental Insurance
- ❖ Vision Insurance
- ❖ Life Insurance



## Benefits At A Glance

Benefit/Vendor	Funding	Options
<b>Medical (UHC) Pharmacy (CVS/Caremark)</b>	City & Employee Contributions	Three Medical Plan Options: ❖ EPO—70/30/3000 High Option ❖ EPO—70/30/3000 Low Option ( <b>NEW</b> ) ❖ EPO—75/25/HRA
<b>Dental (UHC)</b>	100% Employee Paid	Three Options: ❖ HMO ❖ PPO (Indemnity) ❖ EPO
<b>Vision (UHC)</b>	100% Employee Paid	Two Options: ❖ Standard Plan ❖ Buy-up Plan Exams: \$10 copayment Materials: \$25 copayment
<b>FSA (UHC) Employee Medical Spending FSA Dependent Care FSA</b>	100% Employee Paid	\$2,500 maximum \$5,000 maximum
<b>Life Insurance Basic Life Supplemental Life Dependent Life</b>	100% City Paid 100% Employee Paid 100% Employee Paid	\$50,000 per FT employee Up to three times annual salary (\$500K max) <b>Two Dependent Life Options:</b> <b>(Option 1)</b> \$15K for spouse; \$5K per child <b>(Option 2)</b> \$25K for spouse; \$10K per child
<b>Accidental Death &amp; Dismemberment</b>	100% Employee Paid	\$25K-250K
<b>Voluntary Long Term Disability (NEW)</b>	100% Employee Paid	<b>Monthly LTD Benefit:</b> Increments of \$100 (up to \$2K) <b>Three Max Benefits Period Options:</b> 2 Yrs; 5 Yrs; or Social Security Normal Retirement Age

**EPO 70/30 High Option Medical Plan Chart  
(In-Network Benefits Only)**

<b>Total Deductible</b>	\$3000 (single); \$9000 (with dep(s))
<b>HRA Allocation (City \$\$)</b>	N/A
<b>Deductible (Your \$\$)</b>	Same as Total Deductible
<b>Coinsurance</b>	Member pays 30%; plan pays 70%
<b>Preventive Services (See SPD for Injections)</b>	Plan pays 100%
<b>Outpatient Services</b>	Plan pays 70% after deductible
<b>Inpatient Services</b>	Plan pays 70% after deductible
<b>ER Services at hospital (See SPD for Ambulance services)</b>	\$100 Copay plus plan pays 70% after deductible
<b>Specialist Services &amp; Urgent Care Services</b>	Plan pays 70% after deductible
<b>Out-of-Pocket Max</b>	\$6,350 (single); \$12,700 (with dep(s))
<b>Rx Coverage (CVS/Caremark):</b>	
<b>Deductible</b>	\$240/person
<b>Generic (31 days)</b>	10% or \$10 minimum
<b>Preferred (31 days)</b>	25% or \$25 minimum
<b>Non-Preferred (31 days)</b>	40% or \$40 minimum
<b>Out-of-Pocket Max</b>	\$3,650/person

**EPO 70/30 High Option Medical Plan Monthly Rates (Non-Tobacco User)**

<b>Full-Time Employee Rates</b>	<b>WellPoints Incentive Earned</b>	<b>WellPoints Incentive NOT Earned</b>
<b>Employee Only</b>	\$44	\$64
<b>Employee + Spouse</b>	\$351	\$371
<b>Employee + Child(ren)</b>	\$119	\$139
<b>Employee + Family</b>	\$459	\$479
<b>Permanent, Part-Time Employee Rates</b>		
<b>Employee Only</b>	\$107	\$127
<b>Employee + Spouse</b>	\$335	\$355
<b>Employee + Child(ren)</b>	\$221	\$241
<b>Employee + Family</b>	\$480	\$500

**EPO 70/30 High Option Medical Plan Monthly Rates (Tobacco User)**

<b>Full-Time Employee Rates</b>	<b>WellPoints Incentive Earned</b>	<b>WellPoints Incentive NOT Earned</b>
<b>Employee Only</b>	\$64	\$84
<b>Employee + Spouse</b>	\$371	\$391
<b>Employee + Child(ren)</b>	\$139	\$159
<b>Employee + Family</b>	\$479	\$499
<b>Permanent, Part-Time Employee Rates</b>		
<b>Employee Only</b>	\$127	\$147
<b>Employee + Spouse</b>	\$355	\$375
<b>Employee + Child(ren)</b>	\$241	\$261
<b>Employee + Family</b>	\$500	\$520

**EPO 70/30 Low Option Medical Plan Chart  
(In-Network benefits only)**

<b>Total Deductible</b>	\$3000 (single); \$9000 (with dep(s))
<b>HRA Allocation (City \$\$)</b>	N/A
<b>Deductible (Your \$\$)</b>	Same as total deductible
<b>Coinsurance</b>	Member pays 30%; plan pays 70%
<b>Preventive Services (See SPD for Injections)</b>	Plan pays 100%
<b>Outpatient Services</b>	Plan pays 70% after deductible
<b>Inpatient Services</b>	Plan pays 70% after deductible
<b>ER Services at hospital (See SPD for Ambulance services)</b>	\$100 Copay plus plan pays 70% after deductible
<b>Specialist Services &amp; Urgent Care Services</b>	Plan pays 70% after deductible
<b>Out-of-Pocket Max</b>	\$6,350 (single); \$12,700 (with dep(s))
<b>Rx Coverage (CVS/Caremark):</b>	
<b>Deductible</b>	Same as (Your \$\$) deductible above
<b>Generic (31 days)</b>	10% or \$10 minimum
<b>Preferred (31 days)</b>	25% or \$25 minimum
<b>Non-Preferred (31 days)</b>	40% or \$40 minimum
<b>Out-of-Pocket Max</b>	\$6,350 (single); \$12,700 (with dep(s))

**EPO 70/30 Low Option Medical Plan Monthly Rates (Non-Tobacco User)**

<b>Full-Time Employee Rates</b>	<b>WellPoints Incentive Earned</b>	<b>WellPoints Incentive NOT Earned</b>
<b>Employee Only</b>	\$39	\$59
<b>Employee + Spouse</b>	\$346	\$366
<b>Employee + Child(ren)</b>	\$114	\$134
<b>Employee + Family</b>	\$454	\$474
<b>Permanent, Part-Time Employee Rates</b>		
<b>Employee Only</b>	\$102	\$122
<b>Employee + Spouse</b>	\$330	\$350
<b>Employee + Child(ren)</b>	\$216	\$236
<b>Employee + Family</b>	\$475	\$495

**EPO 70/30 Low Option Medical Plan Monthly Rates (Tobacco User)**

<b>Full-Time Employee Rates</b>	<b>WellPoints Incentive Earned</b>	<b>WellPoints Incentive NOT Earned</b>
<b>Employee Only</b>	\$59	\$79
<b>Employee + Spouse</b>	\$366	\$386
<b>Employee + Child(ren)</b>	\$134	\$154
<b>Employee + Family</b>	\$474	\$494
<b>Permanent, Part-Time Employee Rates</b>		
<b>Employee Only</b>	\$122	\$142
<b>Employee + Spouse</b>	\$350	\$370
<b>Employee + Child(ren)</b>	\$236	\$256
<b>Employee + Family</b>	\$495	\$515

**EPO 75/25 HRA Medical Plan Comparison Chart  
(In-Network Benefits Only)**

	<b>WellPoints Incentive Earned</b>	<b>WellPoints Incentive NOT Earned</b>
<b>Total Deductible</b>	\$2500 (single)	\$2500 (single)
<b>HRA Allocation (City \$\$)</b>	\$1000 (single)	\$700 (single)
<b>Deductible (Your \$\$)</b>	\$1500 (single)	\$1800 (single)
<b>Total Deductible</b>	\$5000 (with dep(s))	\$5000 (with dep(s))
<b>HRA Allocation (City \$\$)</b>	\$2000 (with dep(s))	\$1700 (with dep(s))
<b>Deductible (Your \$\$)</b>	\$3000 (with dep(s))	\$3300 (with dep(s))
<b>Coinsurance</b>	Member pays 25%; plan pays 75%	Member pays 25%; plan pays 75%
<b>Preventive Services (See SPD for Injections)</b>	Plan pays 100% (in-network only ) Doesn't reduce HRA	Plan pays 100% (in-network only ) Doesn't reduce HRA
<b>Outpatient Services</b>	Plan pays 75% after deductible	Plan pays 75% after deductible
<b>Inpatient Services</b>	Plan pays 75% after deductible	Plan pays 75% after deductible
<b>ER Services at hospital (See SPD for Ambulance services)</b>	Plan pays 75% after deductible	Plan pays 75% after deductible
<b>Specialist Services &amp; Urgent Care Services</b>	Plan pays 75% after deductible	Plan pays 75% after deductible
<b>Out-of-Pocket Max</b>	\$6,350 (single) \$12,700 (with depts)	\$6,350 (single); \$12,700 (with depts)
<b>Rx Coverage (CVS/Caremark):</b>		
<b>Deductible</b>	Same as (Your \$\$) deductible above	Same as (Your \$\$) deductible above
<b>Generic (31 days)</b>	10%	10%
<b>Preferred (31 days)</b>	25%	25%
<b>Non-Preferred (31 days)</b>	40%	40%

**EPO 75/25 HRA Medical Plan Monthly Rates (Non-Tobacco User)**

<b>Full-Time Rates</b>	<b>WellPoints Incentive Earned</b>	<b>WellPoints Incentive NOT Earned</b>
<b>Employee Only</b>	\$75	\$95
<b>Employee + Spouse</b>	\$443	\$463
<b>Employee + Child(ren)</b>	\$221	\$241
<b>Employee + Family</b>	\$568	\$588
<b>Perm Part-Time Rates</b>		
<b>Employee Only</b>	\$226	\$246
<b>Employee + Spouse</b>	\$607	\$627
<b>Employee + Child(ren)</b>	\$446	\$466
<b>Employee + Family</b>	\$792	\$812

**EPO 75/25 HRA Medical Plan Monthly Rates (Tobacco User)**

<b>Full-Time Rates</b>	<b>WellPoints Incentive Earned</b>	<b>WellPoints Incentive NOT Earned</b>
<b>Employee Only</b>	\$95	\$115
<b>Employee + Spouse</b>	\$463	\$483
<b>Employee + Child(ren)</b>	\$241	\$261
<b>Employee + Family</b>	\$588	\$608
<b>Perm Part-Time Rates</b>		
<b>Employee Only</b>	\$246	\$266
<b>Employee + Spouse</b>	\$627	\$647
<b>Employee + Child(ren)</b>	\$466	\$486
<b>Employee + Family</b>	\$812	\$832

## CVS Caremark Prescription Benefit Program

### HRA Plan

Welcome to your new prescription benefit administered by CVS Caremark. Your prescription benefit is designed to bring you quality pharmacy care that will help you save money.

Following is a brief summary of your prescription benefits. On the back side, you will find details about your prescription benefit plan, which offers two ways for you to save on your long-term medications. CVS Caremark and the City of Dallas are confident you will find value with your new prescription benefit program.

	<b>CVS Caremark Retail Pharmacy Network</b> For short-term medications (Up to a 31-day supply)	<b>CVS Caremark Mail Service Pharmacy or CVS Caremark Retail-90 Pharmacy</b> For long-term medications (Up to a 90-day supply)
<b>Where</b>	The CVS Caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 7,400 CVS/pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at <a href="http://www.caremark.com">www.caremark.com</a> or call a Customer Care representative toll-free at 1-855-465-0023.	You have the convenience of getting your long-term medications at one of our 51,000 Retail-90 Pharmacy locations for your mail service copay. Or simply mail your original prescription and the mail service order form to CVS Caremark. Your medications will be sent directly to your home, office or a location of your choice.
<b>Generic Medications</b> Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	<b>10%</b> for a generic prescription	<b>10%</b> for a generic prescription
<b>Preferred Brand-Name Medications</b> If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	<b>25%</b> for a preferred brand-name prescription	<b>25%</b> for a preferred brand-name prescription
<b>Non-Preferred Brand-Name Medications</b> You will pay the most for medications not on your plan's preferred drug list.	<b>40%</b> for a non-preferred brand-name prescription	<b>40%</b> for a non-preferred brand-name prescription
<b>Refill Limit</b>	None	None
<b>Annual Deductible</b>	\$2,500 for an individual / \$5,000 for a family	
<b>Maximum Out-of-Pocket</b>	\$6,350 for an individual / \$12,700 for a family	
<b>Web Services</b>	Register at <a href="http://www.caremark.com">www.caremark.com</a> to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
<b>Customer Care</b>	Visit <a href="http://www.caremark.com">www.caremark.com</a> or call toll-free at 1-855-465-0023.	

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.



## CVS Caremark Prescription Benefit Program (Continued)

### HRA Plan

#### Use This Plan to Fill Your Long-Term Medications

This plan offers you choice and savings when it comes to filling long-term prescriptions. Now you have two ways to save:

##### CVS Caremark Mail Service Pharmacy:

- Enjoy convenient home delivery
- Receive your medications in private, tamper-resistant and (when needed) temperature-controlled packaging
- Talk to a pharmacist by phone

##### Retail-90 Pharmacy:

- Pick up your medication at a time that is convenient for you
- Enjoy same-day prescription availability
- Talk with a pharmacist face-to-face

Plus, you can easily order refills and manage your prescriptions anytime at [www.caremark.com](http://www.caremark.com).

#### To Get Started

The following chart provides detailed steps to help you start enjoying all the benefits of your prescription benefit plan.

IF YOU WOULD LIKE...	THEN...
To continue with mail service	You don't have to do anything. We'll continue to send your medications to your location of choice.
To pick up at CVS/pharmacy	Please let us know. You can do so quickly and easily. Choose the option that works best for you: <ul style="list-style-type: none"><li>• Visit your local Retail-90 Pharmacy and talk to the pharmacist</li><li>• Call us toll-free using the number on the back of your Prescription Card, and we'll handle the rest</li></ul>
To sign up for mail service for the first time	You can do so easily online or by phone. <ul style="list-style-type: none"><li>• Register or log into <a href="http://www.caremark.com">www.caremark.com</a>, select "Start a New Prescription," then click on "FastStart®"</li><li>• Call FastStart toll-free at 1-800-875-0867. We'll handle the rest</li></ul>
More information	Give us a call. Use the phone number on the back of your Prescription Card to call us toll-free.

## CVS Caremark Prescription Benefit Program

### 70/30 Plan

Welcome to your new prescription benefit administered by CVS Caremark. Your prescription benefit is designed to bring you quality pharmacy care that will help you save money.

Following is a brief summary of your prescription benefits. On the back side, you will find details about your prescription benefit plan, which offers two ways for you to save on your long-term medications. CVS Caremark and the City of Dallas are confident you will find value with your new prescription benefit program.

	<b>CVS Caremark Retail Pharmacy Network</b> For short-term medications (Up to a 31-day supply)	<b>CVS Caremark Mail Service Pharmacy or CVS Caremark Retail-90 Pharmacy</b> For long-term medications (Up to a 90-day supply)
<b>Where</b>	The CVS Caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 7,400 CVS/pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at <a href="http://www.caremark.com">www.caremark.com</a> or call a Customer Care representative toll-free at 1-855-465-0023.	You have the convenience of getting your long-term medications at one of our 51,000 Retail-90 Pharmacy locations for your mail service copay. Or simply mail your original prescription and the mail service order form to CVS Caremark. Your medications will be sent directly to your home, office or a location of your choice.
<b>Generic Medications</b> Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	<b>10% (\$10 min)</b> for a generic prescription	<b>10% (\$10 min)</b> for a generic prescription
<b>Preferred Brand-Name Medications</b> If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	<b>25% (\$25 min)</b> for a preferred brand-name prescription	<b>25% (\$25 min)</b> for a preferred brand-name prescription
<b>Non-Preferred Brand-Name Medications</b> You will pay the most for medications not on your plan's preferred drug list.	<b>40% (\$40 min)</b> for a non-preferred brand-name prescription	<b>40% (\$40 min)</b> for a non-preferred brand-name prescription
<b>Refill Limit</b>	None	None
<b>Annual Deductible</b>	\$240 (High Option) for an individual	\$3,000 (Low Option) for an individual
<b>Maximum Out-of-Pocket</b>	\$3,650 (High Option)	\$6,350 (Low Option)
<b>Web Services</b>	Register at <a href="http://www.caremark.com">www.caremark.com</a> to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
<b>Customer Care</b>	Visit <a href="http://www.caremark.com">www.caremark.com</a> or call toll-free at 1-855-465-0023.	

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.



## CVS Caremark Prescription Benefit Program (Continued)

### 70/30 Plan

#### Use This Plan to Fill Your Long-Term Medications

This plan offers you choice and savings when it comes to filling long-term prescriptions. Now you have two ways to save:

CVS Caremark Mail Service Pharmacy:

- Enjoy convenient home delivery
- Receive your medications in private, tamper-resistant and (when needed) temperature-controlled packaging
- Talk to a pharmacist by phone

Retail-90 Pharmacy:

- Pick up your medication at a time that is convenient for you
- Enjoy same-day prescription availability
- Talk with a pharmacist face-to-face

Plus, you can easily order refills and manage your prescriptions anytime at [www.caremark.com](http://www.caremark.com).

#### To Get Started

The following chart provides detailed steps to help you start enjoying all the benefits of your prescription benefit plan.

IF YOU WOULD LIKE...	THEN...
To continue with mail service	You don't have to do anything. We'll continue to send your medications to your location of choice.
To pick up at CVS/pharmacy	Please let us know. You can do so quickly and easily. Choose the option that works best for you: <ul style="list-style-type: none"><li>• Visit your local Retail-90 Pharmacy and talk to the pharmacist</li><li>• Call us toll-free using the number on the back of your Prescription Card, and we'll handle the rest</li></ul>
To sign up for mail service for the first time	You can do so easily online or by phone. <ul style="list-style-type: none"><li>• Register or log into <a href="http://www.caremark.com">www.caremark.com</a>, select "Start a New Prescription," then click on "FastStart®"</li><li>• Call FastStart toll-free at 1-800-875-0867. We'll handle the rest</li></ul>
More information	Give us a call. Use the phone number on the back of your Prescription Card to call us toll-free.



## Flexible Spending Account (FSA)

### What is a Flexible Spending Account?

A Flexible Spending Account (FSA) is a tax-free account that allows you to pay for essential health care expenses that are not covered, or are partially covered, by your medical, dental and vision insurance plans; or pay for child/dependent care expenses. You save money to pay for your out-of-pocket healthcare expenses, including prescription drug costs, medical, dental, vision and hearing expenses and/or your child or dependent care expenses, including day care, and before- and after-school care expenses.

### How does it work?

- You decide how much you want to deduct from your paycheck before federal, state or Medicare taxes are calculated.
- You reimburse yourself from the account as you pay for eligible health care or dependent care expenses.

You save money by reducing your taxable income. It is that simple. City of Dallas employees have two FSA options: the **Employee Medical Spending FSA** and the **Dependent Care FSA**.

### What you can pay for with an Employee Medical Spending FSA?

You can find a list of eligible expenses at [myuhc.com](http://myuhc.com)<sup>®</sup> or see your benefit plan information. Some sample expenses are:

- Your share of health plan expenses, such as deductibles and copayments (insurance premiums do not qualify)
- Eyeglasses and contact lenses
- Dental work, orthodontia and dentures

You can no longer use your Employee Medical Spending FSA for over-the-counter (OTC) medicines or drugs without a prescription. This change was part of the Affordable Care Act passed in 2010.

**Effective January 1, 2014:** The maximum annual contribution to your Employee Medical Spending FSA will be \$2,500.

### You can use your Dependent Care FSA to pay for:

- Daycare services for children under age 13
- Care for other qualifying dependents who are unable to care for themselves

**Dependent Care FSA is for dependent daycare only.** It is not to be confused with dependents' health care expenses, which should be considered in your calculation of your Employee Medical Spending FSA contributions.

**The maximum annual contribution to your Dependent Care FSA is \$5,000.**

### You have more time to spend your FSA dollars.

The federal government now allows a "grace period" to give you more time to use your FSA dollars. This grace period reduces any worry if you have FSA dollars remaining at the end of the plan year.

### How long is the grace period?

Two and one-half months after your calendar year plan ends. You have until March 15, 2014, to use your 2013 FSA dollars on eligible expenses. **All claims must be submitted by March 31, 2015.**

### What about the "use it or lose it" rule?

This rule still applies. However, having a grace period allows you to use the remaining funds until March 15, 2014.

**All claims must be submitted by March 31, 2015.**

**There are a few ways to access your FSA funds that can save time and paper; they can also reduce the wait time to receive reimbursements.**

1. When United Healthcare processes your claim (medical, dental or vision) or CVS Caremark processes your pharmacy claim, the patient responsibility on the claim will "roll over" to the FSA account. As long as there are available funds, you will receive a reimbursement from your FSA account. Please note, if you are also enrolled in the HRA Medical Plan, the medical claim will roll over to your HRA account first and then to your FSA account after your HRA funds have been used.

**Flexible Spending Account** (continued)

2. Your FSA will also come with a convenient Consumer Accounts MasterCard® that allows you to pay for eligible expenses anywhere that MasterCard® is accepted.
3. All other eligible expenses would require you to file claims for reimbursements. However, you can sign up for Direct Deposit using the “Account Settings” on [www.myuhc.com](http://www.myuhc.com). This allows your FSA reimbursements to be automatically deposited into your savings or checking account.

**Prorated HRA Funds** (Based on the month of enrollment)

Month	Employee Only	Employee & Dependents
January	\$700.00	\$1,700.00
February	\$641.67	\$1,558.33
March	\$583.34	\$1,416.66
April	\$525.01	\$1,274.99
May	\$466.68	\$1,133.32
June	\$408.35	\$991.65
July	\$350.02	\$849.98
August	\$291.69	\$708.31
September	\$233.36	\$566.64
October	\$175.03	\$424.97
November	\$116.70	\$283.30
December	\$58.37	\$141.63

If you enroll as a New Hire or experience a Qualifying Life Event (QLE) after January 31, the funds allocated to your account balance will be reduced based on the table above.



**Concentra TotalCare Health and Wellness Center** is the onsite medical clinic located at Dallas City Hall. The center offers select preventive and diagnostic services to employees and dependents (age 5 and older) covered by the City’s health plan at no cost. Employees who are not enrolled in City of Dallas medical plans can also receive treatment at a nominal cost.

**Onsite Clinic Services for Employees Enrolled in City of Dallas Medical Plans**

Visit Description	EPO 75/25 HRA Plan	EPO 70/30 Plan
<b>Preventive Care Services</b> <ul style="list-style-type: none"> <li>■ Services provided at onsite clinic</li> <li>■ Lab services that are sent out to LabCorp will be processed according to your medical plan benefits.</li> </ul>	<ul style="list-style-type: none"> <li>■ No cost to employees or dependents</li> <li>■ Paid at 100%</li> </ul>	<ul style="list-style-type: none"> <li>■ No cost to the employees or dependents</li> <li>■ Paid at 100%</li> </ul>
<b>Injury or Illness Care: Diagnostic Services</b> <ul style="list-style-type: none"> <li>■ Service provided at onsite clinic</li> <li>■ Lab services that are sent out to LabCorp will be processed according to your medical plan benefits</li> </ul>	<ul style="list-style-type: none"> <li>■ No cost to employees or dependents</li> <li>■ Services are subject to 25% coinsurance after \$2,500 deductible is met; HRA funds will be used if still available</li> </ul>	<ul style="list-style-type: none"> <li>■ No cost to employees or dependents</li> <li>■ Services are subject to 30% coinsurance after \$3,000 deductible is met</li> </ul>

**Concentra TotalCare Health and Wellness Center** | 1500 Marilla, Room 1CS, Dallas, TX 75201  
 Phone: 214-671-9140 | Fax: 214-749-0412 | Hours: Monday through Friday, 7:30 a.m. to 5:30 p.m.

## Concentra/City of Dallas Employee Discount Program

The Concentra/City of Dallas Employee Discount Program allows City employees and pre-65 retirees covered by the City's health insurance to visit any Concentra Urgent Care Center in the greater Dallas area and receive unmatched medical service at an unmatched price. City employees and pre-65 retirees covered by a City health insurance plan may continue to use Concentra TotalCare Health and Wellness Center in City Hall and pay nothing for most services, which include treatment for common injuries and illnesses such as sprains, cuts, flu and upper respiratory infection. Employees not covered by the City's health insurance will continue to pay a copay of just \$25 for the same services at the City Hall location.

If You Are:	Concentra (Dallas City Hall)	Concentra (DFW Metroplex)
Active Employee Covered by City Health Plan	Cost: \$0 <sup>1</sup>	Cost: \$25 <sup>1</sup> */\$35 <sup>1**</sup>
Active Employee NOT Covered by City Health Plan	Cost: \$25 <sup>1</sup>	Not Eligible for Discount
Pre-65 Retiree Covered by City Health Plan	Cost: \$0 <sup>1</sup>	Cost: \$25 <sup>1</sup> */\$35 <sup>1**</sup>
Pre-65 Retiree NOT Covered by City Health Plan	Not Eligible for Discount	Not Eligible for Discount
Medicare-eligible Retiree	Not Eligible for Discount	Not Eligible for Discount

<sup>1</sup> You may incur additional charges for services such as lab work and X-rays during your clinic visit.

\*Copay for 75/25 HRA Plan Enrollees

\*\*Copay for 70/30 Plan Enrollees

### Choose from several locations throughout the DFW Metroplex:

<p><b>Addison</b> 15810 Midway Rd. Addison, TX 75001 Hours: 8 a.m.- 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat) Phone: 972-458-8111 Fax: 972-458-7776</p>	<p><b>Arlington North</b> 2160 E. Lamar Blvd. Arlington, TX 76006 Hours: 8 a.m. - 5 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 972-988-0441 Fax: 972-641-0054</p>	<p><b>Arlington South</b> 511 E. 1-20 Arlington, TX 76018 Hours: 8 a.m. - 8 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 817-261-5166 Fax: 817-275-5432</p>	<p><b>Burleson</b> 811 NE Alsbury Blvd., Suite 800 Burleson, TX 76028 Hours: 8 a.m. - 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat) Phone: 817-293-7311 Fax: 817-551-1066</p>
<p><b>Carrollton</b> 1345 Valwood Pkwy., Suite 306 Carrollton, TX 75006 Hours: 8 a.m. - 5 p.m. (M-F) Phone: 972-484-6435 Fax: 972-484-6785</p>	<p><b>Fort Worth Forest Park</b> 2500 West Fwy. (I-30), Suite 100 Fort Worth, TX 76102 Hours: 8 a.m. - 8 p.m. (M-F); 8 a.m. - 5 p.m. (Sat) Phone: 817-882-8700 Fax: 817-882-8707</p>	<p><b>Fort Worth Fossil Creek</b> 4060 Sandshell Drive Fort Worth, TX 76137 Hours: 8 a.m. - 5 p.m. (M-F) Phone: 817-306-9777 Fax: 817-306-9780</p>	<p><b>Frisco</b> 8756 Teel Pkwy., Suite 350 Frisco, TX 75034 Hours: 8 a.m.- 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat)/ 9 a.m. - 5 p.m. (Sun) Phone: 972-712-5454 Fax: 972-712-5442</p>
<p><b>Garland</b> 1621 S. Jupiter Rd., Suite 101 Garland, TX 75042 Hours: 8 a.m. - 5 p.m. (M-F) Phone: 214-340-7555 Fax: 214-340-3980</p>	<p><b>Irving/Las Colinas</b> 5910 N. MacArthur Blvd., Suite 133 Irving, TX 75039 Hours: 8 a.m.- 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat) Phone: 972-554-8494 Fax: 972-438-4647</p>	<p><b>Lewisville</b> 2403 S. Stemmons Fwy., Suite 100 Lewisville, TX 75067 Hours: 8 a.m.- 8 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 972-829-2999 Fax: 972-459-7929</p>	<p><b>Mesquite</b> 4928 Samuell Blvd. Mesquite, TX 75149 Hours: 8 a.m.- 5 p.m. (M-F) Phone: 214-328-1400 Fax: 214-328-2884</p>
<p><b>Plano</b> 1300 N. Central Expy. Plano, TX 75074 Hours: 8 a.m.- 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat) Phone: 972-578-2212 Fax: 972-881-7666</p>	<p><b>Redbird</b> 5520 Westmoreland, Suite 200 Dallas, TX 75237 Hours: 8 a.m. - 5 p.m. (M-F) Phone: 214-467-8210 Fax: 214-467-8192</p>	<p><b>Stemmons</b> 2920 N. Stemmons Fwy. Dallas, TX 75247 Hours: 8 a.m. - 8 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 214-630-2331 Fax: 214-905-1323</p>	<p><b>Upper Greenville</b> 5601 Greenville Ave. Dallas, TX 75206 Hours: 8 a.m.- 8 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 214-821-6007 Fax: 214-821-6149</p>

## Dental Plan Overview

United Healthcare is our provider for dental offerings for 2014. Your options include:

- Dental PPO, which allows you to select the provider of your choice
- Dental HMO, which provides in-network benefits only while having a co-pay schedule
- Dental EPO, which allows you to select the provider of your choice while having a co-pay schedule

Plan Features	UHC PPO		UHC HMO	UHC EPO
	In-Network	Out-of-Network	In-Network Only	
Calendar Year Deductibles <ul style="list-style-type: none"> <li>• Individual</li> <li>• Family</li> </ul>		\$50 \$150	\$0 \$0	\$50 \$150
Maximum <ul style="list-style-type: none"> <li>• Calendar Year</li> <li>• Orthodontic Lifetime</li> </ul>		\$1,000 per person 12-month waiting period for orthodontic services	\$0 *****	\$1,250 \$1,500 (12-month waiting period for orthodontic services)
Visits and Exams <ul style="list-style-type: none"> <li>• Office visit</li> <li>• Oral Exam</li> <li>• X-rays</li> </ul>	You pay 0%	You pay any charges in excess of Allowed Amount*	Office visit: \$5 Oral exam: \$0 X-rays: \$0	Copays vary by service according to Patient Charge Schedule*
Basic Services <ul style="list-style-type: none"> <li>• Fillings</li> <li>• General Services</li> <li>• Space Maintainers</li> </ul>	You pay 0%	You pay 20% and any charges in excess of Allowed Amount*	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*
Major Services <ul style="list-style-type: none"> <li>• Crowns</li> <li>• Dentures/Bridges</li> </ul>	You pay 50%	You pay 50% and any charges in excess of Allowed Amount*	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*
Orthodontic Services	Not Covered	Not Covered	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*

\*\*The benefit percentage applies to the schedule of maximum allowable charges. Maximum allowable charges are limitations on billed charges in the geographic area in which the expenses are incurred.

Monthly Dental Plan Rates			
Coverage Level	Dental PPO	Dental HMO	Dental EPO
Employee Only	\$24.13	\$7.76	\$18.02
Employee + Spouse	\$48.27	\$14.29	\$33.15
Employee + Child(ren)	\$49.23	\$14.36	\$33.32
Employee + Family	\$73.39	\$20.20	\$46.86

## Vision Plan Overview

The City of Dallas has two Vision Plan options for 2014: the Standard Plan and the Buy-up Plan. Both plans include a comprehensive exam and materials, frames and lenses (including contact lenses). The Buy-up Plan includes the following additional lens options: Polycarbonate Lenses and Standard Anti-reflective Coating. Polycarbonate lenses are impact-resistant lenses that are often utilized in children's eyewear. Standard Anti-reflective coating will aid in glare reduction. The Buy-up Plan also includes an out-of-network laser surgery benefit.

Benefit/Service	Standard Plan		Buy-up Plan	
	UHC Network Provider	Out-of-Network Reimbursement <sup>1</sup>	UHC Network Provider	Out-of-Network Reimbursement <sup>1</sup>
<b>Comprehensive Exam (every 12 months)</b>	\$10 copay	up to \$40.00	\$10 copay	up to \$40.00
<b>Materials</b>	\$25 copay	See spectacle lenses and frame benefit below	\$25 copay	See spectacle lenses and frame benefit below
<b>Spectacle Lenses* (every 12 months)</b> Standard Plan: <ul style="list-style-type: none"> <li>• Standard Scratch-Resistant Coating</li> </ul> Buy-up Plan: <ul style="list-style-type: none"> <li>• Standard Scratch-Resistant Coating</li> <li>• Polycarbonate Lenses</li> <li>• Standard Anti-Reflective Coating</li> </ul>	\$25 copay	Single Vision up to \$40.00 Bifocal up to \$60.00 Trifocal up to \$80.00 Lenticular up to \$80.00	\$25 copay	Single Vision up to \$40.00 Bifocal up to \$60.00 Trifocal up to \$80.00 Lenticular up to \$80.00
<b>Frames (every 24 months)</b>	\$130.00 retail frame allowance	Up to \$45.00	\$130.00 retail frame allowance	Up to \$45.00
<b>Contact Lenses** (every 12 months)</b> <ul style="list-style-type: none"> <li>• Fitting/evaluation</li> <li>• Contacts</li> <li>• Two follow-up visits (after \$25 copay).</li> </ul>	Covered-in-full selection or \$105.00 allowance	Elective up to \$105.00 Necessary up to \$210.00	Covered-in-full selection or \$105.00 allowance	Elective up to \$105.00 Necessary up to \$210.00
<b>Laser Vision***</b>	N/A	N/A	N/A	Lifetime Max Reimbursement of \$500

<sup>1</sup>Out-of-Network Reimbursements: Receipts for services and materials purchased on different dates must be submitted together at the same time to receive reimbursement. Receipts must be submitted within 12 months of date of service to the following address:

UHC Vision, ATTN: Claims Dept., P. O. Box 30978, Salt Lake City, UT 84130.

\*Benefits available every 12 to 24 months (depending on the benefit frequency), based on last date of service.

\*\*Your \$105 Contact Lens allowance is applied to the fitting/evaluation fees and the purchase of the contact lenses. For example, if the fitting/evaluation fee is \$30, you will have \$75 toward the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store. If you chose disposable contacts, you may receive up to four boxes of disposable contacts (depending on prescription). This benefit is covered in lieu of eyeglasses when obtained from a network provider. Toric, gas permeable and bifocal contacts are all examples that are outside our covered-in-full selection.

\*\*\*UHC has partnered with the Laser Vision Network of America (LVNA) to provide members with access to discounted laser correction providers (877-25-SIGHT).

Monthly Vision Plan Rates		
Coverage Level	Standard Plan	Buy-up Plan
<b>Employee Only</b>	\$4.79	\$5.76
<b>Employee + Spouse</b>	\$8.75	\$10.52
<b>Employee + Child(ren)</b>	\$9.19	\$11.04
<b>Employee + Family</b>	\$14.14	\$17.01

## The Standard Life Insurance Plan Overview

One of the most important things about life insurance is the financial peace of mind it gives you and your loved ones. The Standard Life Insurance offers you coverage that allows you to provide for others in the event of your or your dependents' death. You may select from the following options:

- Basic Life Insurance:** \$50,000 basic term life insurance coverage is available to eligible, full-time employees at no cost. No enrollment action is necessary for full-time employees. Part-time employees must contact the Benefits Service Center to enroll and must pay half the cost.
- Supplemental Life Insurance:** Includes coverage options up to three times an employee's base annual salary—not to exceed \$500,000. This product's cost increases as you age. New employees can elect one, two or three times their annual salary.
  - Employees who currently are enrolled in supplemental life can only increase their coverage by one increment during open enrollment without submitting evidence of insurability. For example, employees who currently have coverage of one times their annual salary can only increase their coverage to two times their annual salary. If you would like to increase coverage more than one time your salary, you must submit an Evidence of Insurability (EOI) Form. Please contact the onsite representative at Dallas City Hall, Room 1DS, or call 214-670-4181.
- Dependent Life Insurance:** You may purchase dependent group term life insurance coverage. If you initially decline coverage for your spouse, you are required to provide evidence of insurability to enroll at a later date. Evidence of insurability is not required for children. An employee may not be insured as both an employee and dependent. A child may not be insured by more than one employee.
- Accidental Death and Dismemberment (AD&D):** You may purchase 24-hour accident protection. Individual and family plans are available. An employee may not be insured as both an employee and dependent. A child may not be insured by more than one employee. You may elect Voluntary AD&D coverage for your spouse/domestic partner and dependent children. The coverage amount for each dependent is as follows:
  - Spouse/domestic partner only; 60 percent of employee's Voluntary AD&D coverage amount
  - Children only; 20 percent of employee's Voluntary AD&D coverage amount; the amount of AD&D insurance for your child may not exceed \$50,000.
  - Spouse/domestic partner and children; 50 percent of employee's Voluntary AD&D coverage amount for the spouse/domestic partner and 15 percent of employee's Voluntary AD&D coverage amount for each child. The amount of AD&D insurance for your child may not exceed \$50,000.
- Beneficiary designation forms** are located on the City of Dallas Intranet/Internet sites under the Life Insurance link.
- To file a life claim**, please call 1-877-474-4250 or 214-670-4181.
- Please refer to your insurance policy for additional information.**



**Standard Life Insurance Plan Overview** (continued)

**2014 Supplemental Life Insurance Monthly Rates**

<b>Employee's Age (on last January 1)</b>	<b>Rate (Per \$1,000 of Total Coverage)</b>
Less than 25	\$0.05
25-29	\$0.06
30-34	\$0.08
35-39	\$0.09
40-44	\$0.11
45-49	\$0.19
50-54	\$0.32
55-59	\$0.47
60-64	\$0.68
65-69	\$1.27
70 and older	\$2.25

**To calculate your premium:**

1. Select Amount: (1, 2 or 3 times your annual salary)
2. Divide by \$1,000
3. Select your rate based on your age from the table to the left
4. Multiply line 2 by line 3 to get your monthly rate

Example: (1) \$40,000 annual salary / (2) \$1,000 - 40 x (3) \$0.09 (age 35) = (4) \$3.60 per month

**2014 Accidental Death & Dismemberment (AD&D) Monthly Rates**

<b>Employee Only</b>										
	<b>25,000</b>	<b>50,000</b>	<b>75,000</b>	<b>100,000</b>	<b>125,000</b>	<b>150,000</b>	<b>175,000</b>	<b>200,000</b>	<b>225,000</b>	<b>250,000</b>
<b>&lt;70</b>	\$0.75	\$1.50	\$2.25	\$3.00	\$3.75	\$4.50	\$5.25	\$6.00	\$6.75	\$7.50
<b>70-74</b>	\$0.49	\$0.98	\$1.46	\$1.95	\$2.44	\$2.93	\$3.41	\$3.90	\$4.39	\$4.88
<b>75-79</b>	\$0.34	\$0.68	\$1.01	\$1.35	\$1.69	\$2.03	\$2.36	\$2.70	\$3.04	\$3.38
<b>80-84</b>	\$0.23	\$0.45	\$0.68	\$0.90	\$1.13	\$1.35	\$1.58	\$1.80	\$2.03	\$2.25
<b>85 +</b>	\$0.11	\$0.23	\$0.34	\$0.45	\$0.56	\$0.68	\$0.79	\$0.90	\$1.01	\$1.13

<b>Employee/Family</b>										
	<b>25,000</b>	<b>50,000</b>	<b>75,000</b>	<b>100,000</b>	<b>125,000</b>	<b>150,000</b>	<b>175,000</b>	<b>200,000</b>	<b>225,000</b>	<b>250,000</b>
<b>&lt;70</b>	\$1.13	\$2.25	\$3.38	\$4.50	\$5.63	\$6.75	\$7.88	\$9.00	\$10.13	\$11.25
<b>70-74</b>	\$0.73	\$1.46	\$2.19	\$2.93	\$3.66	\$4.39	\$5.12	\$5.85	\$6.58	\$7.31
<b>75-79</b>	\$0.51	\$1.01	\$1.52	\$2.03	\$2.53	\$3.04	\$3.54	\$4.05	\$4.56	\$5.06
<b>80-84</b>	\$0.34	\$0.68	\$1.01	\$1.35	\$1.69	\$2.03	\$2.36	\$2.70	\$3.04	\$3.38
<b>85 +</b>	\$0.17	\$0.34	\$0.51	\$0.68	\$0.84	\$1.01	\$1.18	\$1.35	\$1.52	\$1.69

**2014 Dependent Life Insurance Monthly Rates**

<b>Option 1</b>	\$15K (Spouse); \$5K (Children up to age 25)	\$2.85
<b>Option 2</b>	\$25K (Spouse); \$10K (Children up to age 25)	\$5.25

## **Voluntary Benefits: Colonial Life**

Not Sponsored by the City of Dallas  
(available on an individual basis)

- ❖ Short-Term Disability Insurance
- ❖ Critical Illness Insurance
- ❖ Hospital Confinement Indemnity Insurance
- ❖ Universal Life Insurance

The City of Dallas does not sponsor the Voluntary Benefits disclosed on the following page.



## Take Advantage of What Colonial Life Has to Offer!

You have the opportunity to apply for personal insurance products from Colonial Life! These benefits can enhance your current benefits portfolio and can be customized to fit your individual needs.

- Coverages are available for you and your family, with most products.
- You will enjoy the convenience of premium payments through payroll deductions.
- You will have the ability to take most coverages with you if you change jobs or retire.

The following insurance plans will be offered during Open Enrollment:

**Short-Term Disability** Insurance helps offset the financial losses that result when you are unable to work due to a covered injury or sickness.

**Critical Illness** Insurance complements your major medical coverage by providing a lump-sum benefit that you can use to help pay the direct and indirect costs related to a covered critical illness, which can often be expensive and lengthy.

**Hospital Confinement Indemnity** Insurance helps you with the rising costs associated with a covered hospital confinement or eligible outpatient surgery.

**Universal Life** Insurance enables you to tailor coverage for your individual needs and helps provide financial security for your family members. This policy comes with a long-term care benefit rider.

A Colonial Life benefits counselor will explain how these benefits can help protect you and your family. Your insurance needs can be reviewed in just a few minutes. With Colonial Life, you can select benefits that help meet your individual needs.

Products have exclusions and limitations that may affect benefits payable. See the Outline of Coverage for complete details.

New hires may enroll in these Colonial Life products by following these steps:

1. Gather any information you may need to enroll, such as dependents' names, birth dates, ages, Social Security numbers and addresses.
2. Call the Benefits Service Center (1-888-752-9122) to speak to a benefits counselor who will be onsite during Open Enrollment to answer your questions and enroll you in the coverage of your choice.

For information regarding your existing Colonial Life coverage, contact Colonial Life Policyholder Services at 1-800-325-4368 or visit the Colonial Life website at [www.coloniallife.com](http://www.coloniallife.com).

**Colonial Life & Accident Insurance Company**  
1200 Colonial Life Boulevard, Columbia, SC 29210  
Policyholder Services: 1-800-325-4368  
Web: [www.coloniallife.com](http://www.coloniallife.com)

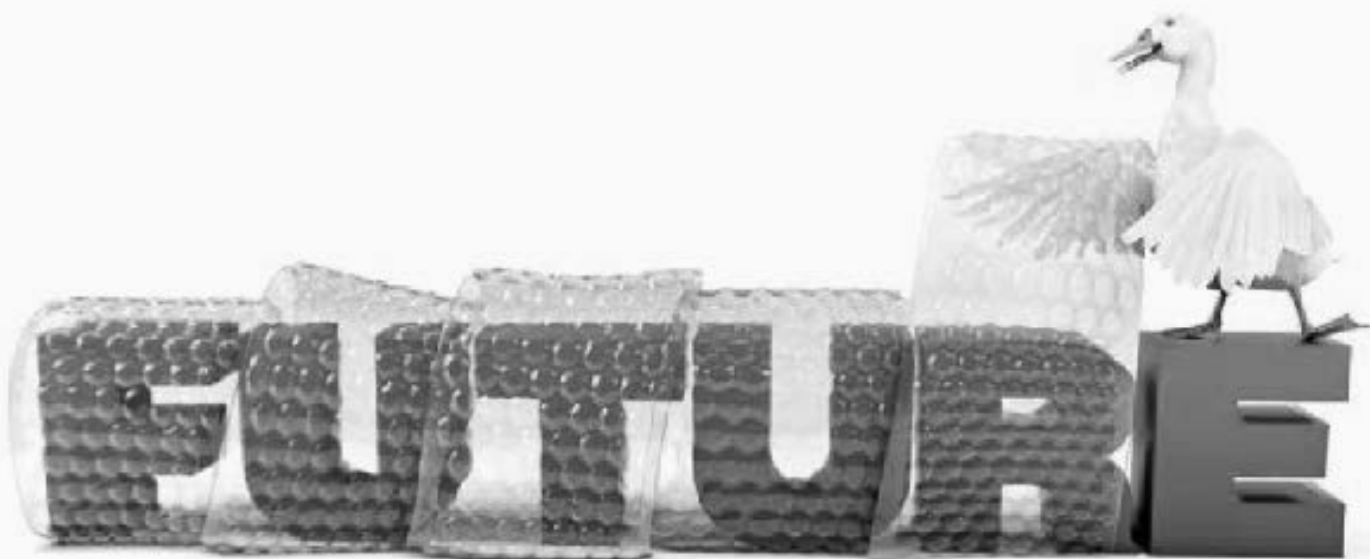


## **Voluntary Benefits: Aflac**

Not Sponsored by the City of Dallas  
(available on an individual basis)

- ❖ Cancer
- ❖ Accident

The City of Dallas does not sponsor the Voluntary Benefits disclosed on the following page.



**You can't predict it. But you can help protect it.**

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### **3** Easy Ways to Apply

1. **In Person** – Aflac agents will be coming to most departments.
  2. **By Phone** – Contact our call center @ 877-373-4026.
  3. **On the Web** – Visit [aflac.com/cityofdallas](http://aflac.com/cityofdallas)
- 

Aflac is insurance that helps cover expenses (major medical doesn't). It pays cash benefits directly to you.\* It provides predetermined benefits that are paid regardless of any other insurance you have. And it fills most budget holes – rates don't go up when you file a claim. Learn how we've got you covered under our wing.

Your company is offering the following insurance:

- **Accident** – Provides a financial cushion if an accident occurs.
- **Cancer/Specified Disease** – Helps offset cancer-related expenses and to help with a variety of daily living expenses.

For more information about policy benefits, limitations, and exclusions, please call your Aflac insurance agent, Rosalind George at 972.480.0109 or email her at [rosalind\\_george@us.aflac.com](mailto:rosalind_george@us.aflac.com).

If you're an existing Aflac policyholder and have any questions or need assistance, call 1.800.981.8537. Customer service representatives are available Monday through Friday, from 7 a.m. to 7 p.m. CT.

**Aflac**<sup>®</sup>

\*Unless otherwise assigned. Coverage is underwritten by American Family Life Assurance Company of Columbus.

MPRS

11/12

## **Voluntary Benefits: The Standard**

Not Sponsored by the City of Dallas  
(available on an individual basis)

- ❖ Your Choice Group Voluntary Long-Term Disability

## Your Choice Group Voluntary Long Term Disability Insurance

We are pleased to announce that you will now have the opportunity to apply for Your Choice Group Voluntary Long Term Disability (LTD) insurance from Standard Insurance Company. LTD insurance pays a benefit in the event that you cannot work because of illness or injury.

Would you be able to meet your financial obligations if you were disabled and could not work for an extended period of time? For most people, the answer is no, and the risk of disability is greater than you may think. Consider the following:

- One in four workers entering the workforce today will become disabled before retiring. (*Social Security Administration, Fact Sheet, July 30, 2012*)
- A disabling injury occurs nearly every second of each day – on and off the job. That's more than 70,000 every day, more than 25 million every year. (*National Safety Council, Injury Facts 2011*)

### The Advantages Of Disability Insurance

Your Choice LTD benefits replaces a portion of your income, helping you meet your financial obligations in your time of need. With Your Choice LTD insurance, you'll enjoy:

- **Convenience** – With premiums deducted directly from your paycheck, you don't have to worry about mailing monthly payments.
- **Peace of Mind** – You can take comfort and satisfaction in knowing that you've taken a step toward securing your income during a period of a covered disability.

### Features And Services

Here's a summary of what Your Choice LTD insurance provides:

- Coverage of disabilities that occur 24 hours a day, both on and off the job.
- Three available Maximum Benefit Period options: 2 years, 5 years, or Social Security Normal Retirement Age.
- 180 day Benefit Waiting Period for accident and sickness.
- Automatic premium payments via payroll deduction.
- Premium payments are made with "after-tax" dollars. LTD benefits are federally tax-free under current federal tax law.

### Your Choice LTD Insurance offered to you provides the following income protection:

**Monthly LTD Benefit Amount:** You may select a monthly benefit amount in \$100 increments from \$200 to 10,000. The monthly benefit amount must not exceed 60 percent of your monthly earnings.

**Maximum Monthly Benefit:** \$10,000

**Minimum Monthly Benefit:** \$100

**3 Maximum Benefit Period Options:** 2 years, 5 years, or Social Security Normal Retirement Age

To learn more about Your Choice Group Voluntary LTD benefits available to you, including costs and complete details of the coverage, please review Your Choice Group Voluntary LTD insurance Coverage Highlights and Booklet at [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com) or contact The Standard's onsite representative, Kaleb Jones at (214) 670-4181.

**Fax your completed enrollment form to (866) 353-9703**

The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of definitions, the limitations, reductions in benefits, exclusions and when The Standard may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For costs and more complete details of coverage, contact The Standard's onsite representative, Kaleb Jones at (214) 670-4181 or visit [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com) to review Your Choice Group Voluntary LTD insurance Coverage Highlights and Booklet.

GP 190 LTD/S399 Your Choice Group Voluntary LTD

## **Legislative Notices**

The following are legal notices regarding your rights under the City-sponsored health plans.

The City of Dallas is required to provide this information to you.

**Notice of Privacy Practices – City of Dallas Health Plans**  
**Effective date: April 14, 2003      Revised: September 19, 2013**

**This notice describes how medical information about you may be used and disclosed and how you may obtain access to this information. This notice addresses the changes set forth in the Final HIPAA Omnibus Rule. Please review carefully.**

**OUR PRIVACY PRINCIPLES**

We are required by law to maintain the privacy of your protected health information and to inform you about:

- the Plan’s practices regarding the use and disclosure of your protected health information.
- your rights with respect to your protected health information.
- the Plan’s duties with respect to your protected health information.
- your right to file a complaint about the use of your protected health information;
- whom you may contact for additional information about the Plan’s privacy practices; and any breach of your unsecured PHI.

This notice explains how we may use and disclose your health information to provide benefits to you and our promise to protect your health information. We understand the importance of maintaining the privacy of this information. We are guided by your rights to make inquiries about how we use or disclose your health information. This notice describes rights accorded to you under the Privacy Rule and our legal obligations regarding them. We shall abide by the terms of this notice for all health or medical information we retain.

In this notice the terms “we,” “us,” “our” and “health plans” are used interchangeably to refer to the health plans listed below. The term “health plans” describes the medical plans offered by the City of Dallas and listed below. The term “health information” refers to information about you or a secondary subscriber to your plan that is used or disclosed to the health plans concerning your physical or mental health or the medical services you received, or your health insurance benefits and payments. Health information includes all identifying information you provide to the health plans to enroll for coverage or health benefits.

This notice applies to the following City of Dallas Health Plans:

- UnitedHealthcare 75/25 Health Reimbursement Account Plan
- UnitedHealthcare 70/30 Exclusive Provider Organization Plan (with \$3,000 deductible)
- Caremark Pharmacy Services plan

If you have any questions regarding this notice, please contact the Privacy Officer:

Privacy Officer  
Call Compliance Hotline: (855)345-4022  
Email: [hipaacompliance@dallascityhall.com](mailto:hipaacompliance@dallascityhall.com)

**HOW YOUR PROTECTED HEALTH INFORMATION MAY BE USED OR DISCLOSED**

We may access your health information at various times depending on the action required to be completed to your account to maintain your health benefits. We may also document your conversations with the Benefits Division. Employees and business associates will have access to view your health information to perform certain activities for the health plans. They will be given access to your information to help you with your inquiries related to your plan. They may also access your information to perform business or administrative functions for the health plans. At all times, we take steps to ensure that no use or disclosure is inconsistent with the Privacy Rule. Your health records pertaining to your mental health (e.g. psychotherapy notes), substance or drug abuse, and alcohol abuse histories and information relating to HIV test result are subject to stricter disclosure rules under Texas law. We require your written authorization or that of your authorized representative to release this information when requested.

## Legislative Notices (Continued)

The City has certified that your health information will not be used for any employment-related actions or decisions or activities that deviate from managing the health plans. Violations of these rules are subject to disciplinary action. Below, we describe the different ways we may use and disclose your health information and provide examples for the different disclosures.

**Treatment:** By itself, the health plans do not provide treatment services (but your health care provider or physician does). We (or the third-party plan administrator) may confirm your health benefits to a health care provider. For example, if your physician wishes to determine whether the plan covers a prospective treatment or medication, they may contact the health plan (or its third-party administrator) for this information.

We may also share your personal information (name, DOB, social security, address or other identifying information) with UnitedHealthcare, or Caremark Pharmacy Services, or other business associates) who update the information we have on file for you in the health plans database(s). For example, a business associate may have access to the health plans' database(s) to add new or additional subscribers to your plan, to make changes to your benefits elections, or to update your profile information – in an effort to provide the most up-to-date information to facilitate the treatment activities of your health care provider.

**To Pay Your Health Insurance Premiums or Benefits:** The health plans may use and disclose your health information to obtain premiums for the health insurance, to pay for the health care services you receive (claims paid by third-party administrator), to subrogate a claim. For example, we may need to provide your health information to a different insurance company to obtain reimbursement for health care benefits provided under the health plans to you or a secondary subscriber. The health plans may also provide your health information to business associates (e.g. billing companies, claims processing companies) that engage in health care claims processing.

**Plan Operations:** We may use and disclose your protected health information for our health care operations activities. This interaction is needed to run the plans more efficiently and provide effective coverage. Health care operation activities could include: administering and reviewing the health plans, underwriting health plan benefits, determining coverage policies, performing business planning, arranging for legal and auditing services, customer service related training activities, or determining plan eligibility criteria, etc. Your information may be shared with business associates that perform a service for the health plans. Note, however, the health plans will never use genetic PHI for underwriting purposes.

The health plans will only disclose the minimum information necessary with respect to the amount of health information used or disclosed for these purposes. In other words, only information relating to the task being performed will be used or disclosed. Information not required for the task will not be used or disclosed.

The health plans may also contact you to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you.

**To Business Associates:** We may share your health information with third-party business associates who perform certain business activities for the health plans. Examples include consultants, billing or claims processing companies, interpreters, and auditors. Business associates are required through contract with us and by law to appropriately safeguard your PHI.

The health plans are also allowed to use or disclose your health information without your written authorization as required by law.

**Disposal of Protected Health Information:** Once we no longer need your protected health information we will either destroy it, return it, or if neither is feasible, we will store it securely and prohibit further uses and disclosures except to the extent use or disclosure is unavoidable.



## Legislative Notices (Continued)

**Other Uses and Disclosures Requiring Your Authorization:** We are prohibited from using or disclosing your health information if the use or disclosure is not covered by a situation above. We will ask for your written authorization for other uses or disclosures. If you give us your written authorization to use or disclose your protected health information, you may revoke that permission, in writing, at any time, but not for any actions we have already taken. If you revoke your permission, you must be specific about which entity's permission is being revoked.

### Rights You Have Regarding Your Health Information

**Right to Inspect and Copy:** You have the right to inspect and copy your health information that the Health Plan maintains for enrollment, payment, claims determination, or case or medical management activities, or that the Plan uses to make enrollment, coverage or payment decisions (the "designated record set"). However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings.

The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage. You must submit your request in writing to the Benefits Division. You may be charged a fee for the related costs, such as copying and mailing. If your request to inspect or copy your health information has been denied, you will be notified in writing of your rights of appeal at that time.

**Right to access electronic records:** You may request access to electronic health records (usually compiled by health care providers) or electronic copies of your PHI held in a designated record set, or you may request in writing or electronically that another person receive an electronic copy of these records. The electronic PHI will be provided in a mutually agreed-upon format, and you may be charged for the cost of any electronic media (such as a USB flash drive) used to provide a copy of the electronic PHI.

**Right to Amend:** If you feel that protected health information held in the Health Plan's official file is incorrect or incomplete, you must submit a written request that the information be amended; you must support the basis for your request. We are not required to grant your request if we do not maintain or did not create the information, or if it is correct. We must respond to your request within 60 days, unless a written notice of a 30-day extension is provided.

**Right to an Accounting of Disclosures:** You may seek an accounting of certain disclosures by requesting a list of the times we have shared your health information. Your request must be in writing. Your request should indicate in what form you want the list (for example, paper or electronically). The first list you request within a 12-month period will be free. For additional lists, you may be charged for the costs of providing the list. You will receive a response no later than 60 days from when we receive your request, unless a written notice of a 30-day extension is provided.

**Right to Request Restrictions:** You may request that we limit the way we use or share your health information. You should submit your request in writing. We will consider your request and respond accordingly. We are not required to agree to the request.

**Right to Request Confidential Communications:** You may request that we contact you in a certain way or at a certain location, for example, you can ask that we only contact you at work or by mail. Your request must specify how or where you wish to be contacted. Due to procedural or system limitations, in some instances, it may not be reasonable to send confidential communications to multiple addresses for persons who reside in the same household or derive coverage through the same individual participant. However, the health plans must accommodate your reasonable request to receive communication of PHI by alternative means or at alternative locations, if you clearly state that the disclosure of all or part of the information through normal processes could endanger you in some way. The Privacy Officer will monitor and manage this process according to protections afforded under applicable law.

## Legislative Notices (Continued)

**Right to Receive Notice of A Breach:** You may receive a notice from us regarding the breach of your unsecured health information if you are affected. We will inform you of the action we will take and how you can protect yourself from potential harm.

### Receive a Copy of This Notice

You may ask for a paper copy of this notice by calling the Benefits Division at 1-888-752-9122. You may also view this notice at the health plans websites: [http://www.dallascityhall.com/human\\_resources/benefits\\_employees.html](http://www.dallascityhall.com/human_resources/benefits_employees.html) or [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com).

### Changes To This Notice

We reserve the right to change this notice and will distribute as required. We reserve the right to make the revised notice effective for health information we already have about you as well as any information we receive in the future. We will post the revised copy on the health plans' websites and distribute information about the update as required by the regulations.

### Complaints and Questions

If you have questions about your HIPAA privacy rights or if you believe your rights have been violated, you may contact the City or one of the health plans' representatives listed below or you may file a complaint with the Department of Health and Human Services. You will not be penalized for filing a complaint.

Human Resources Department	Health Plan Representatives Contact Information	
ATTN: Benefits Division 1500 Marilla Street, Room 1D South Dallas, Texas 75201-6390 Phone: 1-888-752-9122 Fax: 1-888-202-5571	UnitedHealthcare (UHC) EPO Plans (75/25/HRA & 70/30) Caremark (CVS) - Prescription Services	800-736-1364 855-465-0023

## Legislative Notices (Continued)

### What is COBRA?

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most employers with group health benefit plans to offer employees the opportunity to continue temporarily their group health care coverage under their employer's plan if their coverage otherwise would cease due to termination, layoff or other change in employment status (referred to as "qualifying events").

### How long must COBRA continuation coverage be available?

- Up to 18 months for termination or reduction of hours
- Up to 29 months to employees who are determined to have been disabled at any time during the first 60 days of COBRA coverage and to the disabled employee's nondisabled beneficiaries.
- Up to 36 months for spouses and dependents due to an employee's death, divorce or legal separation.

### What plans are subject to COBRA?

Group health, vision, dental and health care spending account (EMSP) plans are subject to COBRA.

### What specific events can be qualifying events?

- Death of employee
- Voluntary or involuntary termination of employment (other than by reason of gross misconduct)
- Retirement
- Reduction in hours
- Divorce or legal separation
- Dependent child ceasing to be a dependent

### How much does COBRA cost for City sponsored plans?

COBRA (includes 2% admin)	70/30/ EPO (Low Option) Monthly Rates*	Tobacco Rate
Employee Only	\$355	\$375
Employee + Spouse	\$773	\$793
Employee + Childr(ren)	\$667	\$687
Employee + Family	\$1,011	\$1,031

\*100% Employee Contribution

COBRA (includes 2% admin)	70/30/ EPO (High Option) Monthly Rates*	Tobacco Rate
Employee Only	\$367	\$397
Employee + Spouse	\$801	\$821
Employee + Childr(ren)	\$691	\$711
Employee + Family	\$1,047	\$1,067

\*100% Employee Contribution

COBRA (includes 2% admin)	75/25/HRA EPO Monthly Rates*	Tobacco Rate
Employee Only	\$481	\$501
Employee + Spouse	\$959	\$979
Employee + Childr(ren)	\$879	\$899
Employee + Family	\$1,244	\$1,264

\*100% Employee Contribution

COBRA Monthly Vision Plan Rates		
Coverage Level	Standard Plan	Buy-up Plan
Employee Only	\$4.89	\$5.88
Employee + Spouse	\$8.93	\$10.73
Employee + Child(ren)	\$9.37	\$11.26
Employee + Family	\$14.42	\$17.35

COBRA Monthly Dental Plan Rates			
Coverage Level	Dental PPO	Dental HMO	Dental EPO
Employee Only	\$24.61	\$7.92	\$18.38
Employee + Spouse	\$49.24	\$14.58	\$33.81
Employee + Child(ren)	\$50.21	\$14.65	\$33.99
Employee + Family	\$74.86	\$20.60	\$47.80

## Legislative Notices (Continued)

### Women's Health Cancer Rights Act (WHCRA) Enrollment Notice

If you have had or plan to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prosthesis; and
- Treatment of physical complications of the mastectomy, including lymphedema.

The benefits provided are subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like additional information on WHCRA benefits, call your plan administrator at 800-736-1364.

### Continuation of Health Coverage During Family and Medical Leave (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) requires employers to provide up to a total of 12 weeks of unpaid, job-protected leave during any 12-month period to eligible employees for certain family and medical reasons. This provision is intended to comply with the laws and any pertinent regulations, and its interpretation is governed by them. See the City of Dallas Personnel Rules to find out how this continuation applies to you.

For the duration of FMLA leave, the employer must maintain the employee's health coverage. The employee may continue the plan benefits for himself or herself and his or her dependents on the same terms as if they employee had continued to work. The employee must pay the same contributions toward the cost of the coverage that he or she made while working. If the employee fails to make the payments on a timely basis, the employer, after giving the employee written notice, can end the coverage during the leave if payment is more than 30 days late. Upon return from a FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits and other employment terms. The use of a FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Newborns' Act Disclosure

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider—after consulting with the mother—from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not—under Federal law—require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### Important Notice About Your Prescription Drug Coverage & Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the City of Dallas and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

## Legislative Notices (Continued)

2. The City of Dallas has determined that the prescription drug coverage offered by United MedicareRx offered by United Healthcare is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

### **When Can You Join A Medicare Drug Plan?**

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th. However, if you lose your current creditable prescription drug coverage—through no fault of your own—you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

### **What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?**

If you are enrolled in the City's Active employee or Pre-65 retiree EPO health plan; that coverage pays for medical expenses in addition to prescription drug expenses which are included the plan's design. As a retiree, if you decide to join a non-City of Dallas sponsored Medicare drug plan, your current City of Dallas coverage will be affected as you cannot be enrolled in two plans. If you decide to join a Medicare drug plan as a retiree that is not sponsored by the City of Dallas and drop your current City of Dallas coverage, be aware that you and your dependents will not be able to get this coverage back. *See pages seven through nine of the CMS Disclosure of Creditable Coverage To Medicare Part D Eligible Individuals Guidance (available at <http://www.cms.hhs.gov/CreditableCoverage/>), which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D.*

### **When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?**

You should also know that if you drop or lose your current coverage with the City of Dallas and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage.

For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

### **For More Information About This Notice Or Your Current Prescription Drug Coverage**

Please contact the Benefits Service Center at 1-888-752-9122 or send written correspondence to the address listed at the end of this notice.

**NOTE:** This notice will be provided in each annual enrollment guide and if this coverage through the City of Dallas changes. You also may request a copy of this notice at any time.

### **For More Information About Your Options Under Medicare Prescription Drug Coverage...**

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage, visit [www.medicare.gov](http://www.medicare.gov). Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help. Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

## Legislative Notices (Continued)

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them at 1-800-772-1213 (TTY 1-800-325-0778).

**Remember: If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty). To receive a copy of this notice, please use the contact information listed below.**

City of Dallas  
Benefits Service Center  
1500 Marilla Street, 1D-South, Dallas, TX 75201  
(Phone) 1-888-752-9122

### CITY OF DALLAS

#### Notice of Medical Privacy Practices

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

#### Protecting Your Personal Health Information

The City of Dallas understands that your health information is personal and private. We are committed to protecting the privacy of your health information and the health information of your family members that we, and the Health Plans we sponsor for the benefit of our employees, receive and maintain. This health information is referred to in this Notice as “your protected health information.”

We are required by law—the federal Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)—to:

- Make sure that your protected health information is kept private
- Give you this Notice of our legal duties and privacy practices with respect to your protected health information
- Follow the terms of this Notice, as currently in effect.

This Notice became effective April 14, 2003, and applies to all of the medical records the City and our business associates maintain that have been provided to us through the Health Plans. If you are covered under one of the City’s insured Health Plans, you may receive a similar notice from your Health Plan’s insurance carrier.

#### How Your Personal Health Information May be Used and Disclosed

The City’s Health Plans may disclose your protected health information to the claims payers, to business associates, and to certain employees of the City. These individuals may only use your protected health information for Health Plan payment and operations and certain other limited purposes, as described below. We may not and will not use your protected health information for any employment-related actions or decisions or in connection with any of the City’s non-Health Plan benefits. Violations of these rules are subject to disciplinary action.

The City has certified that it will not use or disclose your protected health information other than as provided in this Notice or as required by law. Any business associates who are given your protected health information must agree to be bound by these restrictions and conditions concerning your protected health information.

## Legislative Notices (Continued)

**Health Plan Payment:** We will use and disclose your protected health information for Health Plan payment activities. For example, the Health FSA third party administrator (“TPA”) will use protected health information to determine coverage eligibility, process reimbursement claims, and coordinate benefits with other health care programs or insurance carriers.

**Health Care Operations:** We may use and disclose your protected health information for Health Plan operations, such as monitoring the Carriers and TPAs to ensure that they are properly and accurately paying claims in accordance with the terms of the Health Plan documents, and that they are providing proper and timely services to you as required under the Health Plans. Designated employees of the City may receive, use, and disclose protected health information when assisting you with Health Plan problems or questions, such as eligibility, benefit coverage, and appeals. Protected health information also may be used when conducting quality assessment and improvement activities; underwriting and soliciting bids from potential Carriers or TPAs, establishing City and employee premium contributions and funding-related activities; determining need for disease management programs; submitting claims for stop-loss coverage; arranging medical or legal reviews or fraud detection programs; and managing costs. We may also share your protected health information with business associates who assist us in monitoring Health Plan costs, utilization, plan design, Health Plan disputes, and similar Health Plan payment and operations. Our auditors, attorneys, and other business associates may use protected health information in assuring accurate and complete compliance with the Health Plans’ terms.

**As Required By Law or Judicial Order:** We will disclose information about you when required to do so by federal, state or local law, including when required by court orders and subpoenas, or by the police or other authorized governmental organizations. For example, we may disclose protected health information when required by a domestic relations order, a child support order, or a court order involving a civil lawsuit or criminal prosecution. In most instances, this information will be provided by the Carrier or the TPA.

**To Avert a Serious Threat to Health or Safety:** We may use and disclose protected health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of others. Any disclosure, however, would only be to someone able to help mitigate or prevent the threat to health or safety and only to the extent necessary to mitigate or prevent the problem.

**Special Situations:** Although unlikely, we may be required or permitted by HIPAA to use or disclosure protected health information in certain special situations, including, but not limited to, disclosures: (1) required to comply with workers’ compensation requirements; (2) to assist law enforcement, such as to identify a missing person or witness; (3) to health oversight agencies, for example in the course of Medicare audits and compliance with other applicable laws; and (4) to report on public health risks, such as to report adverse reactions to medicines.

**Disposal of Protected Health Information:** Once we no longer need your protected health information we will either destroy it, return it, or if neither is feasible, we will store it securely and prohibit further uses and disclosures except to the extent use or disclosure is unavoidable.

### **Your Written Authorization to Release Information**

In addition to the uses and disclosures of protected health information described in this Notice or as provided in HIPAA regulations, your protected health information will be used or disclosed only with your written permission. If you give us your written authorization to use or disclose your protected health information, you may revoke that permission, in writing, at any time, but not for any actions we have already taken. If you revoke your permission, you must be specific about which entity’s permission is being revoked.

## Legislative Notices (Continued)

### Your Rights Regarding Your Protected Health Information

**Right to Inspect and Copy:** You have the right to inspect and copy your protected health information that is held in the Health Plan's official file, with certain exceptions, such as you cannot be given access to psychotherapy notes or information prepared for litigation. If you request a copy of the information, you may be charged a fee for the related costs, such as copying and mailing. If your request to inspect or copy your protected health information has been denied, you will be notified in writing of your rights of appeal at that time.

**Right to Amend:** If you feel that protected health information held in the Health Plan's official file is incorrect or incomplete, you must submit a written request that the information be amended; you must support the basis for your request. We are not required to grant your request if we do not maintain or did not create the information, or if it is correct. We must respond to your request within 60 days, unless a written notice of a 30-day extension is provided.

**Right to an Accounting of Disclosures:** You have the right to request an accounting, or list, of certain uncommon disclosures of your protected health information. Your request for a list of disclosures must state the time period for which you are requesting the accounting, but your request may not cover a time period that is longer than six years and may not include the period before April 14, 2003. Your request should indicate in what form you want the list (for example, paper or electronically). The first list you request within a 12-month period will be free. For additional lists, you may be charged for the costs of providing the list. Your request for an accounting of the disclosures of your protected health information must be responded to no later than 60 days after receipt of the request, unless a written notice of a 30-day extension is provided.

**Right to Request Restrictions:** You have the right to request a restriction or limitation on the protected health information we use or disclose about you for Health Plan payment or operations. You also have the right to request a limit on the protected health information disclosed about you to someone who is involved in your care or the payment for your care, such as a family member or friend when you are incapacitated or unavailable. In your request for restrictions, you must indicate: (1) what information you want to limit; (2) whether you want to limit the use, disclosure, or both; and (3) to whom you want the limits to apply, for example, prohibit disclosures to your spouse.

**Right to Request Confidential Communications:** You have the right to request that communications with you regarding your protected health information be made in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. Your request must specify how or where you wish to be contacted. Although we are not required to agree to your request, we will accommodate all requests we deem reasonable.

**Use of Personal Representatives:** Your personal representative may act on your behalf. For example, a parent is a personal representative of a dependent minor, and a person with your power of attorney or a court order may be your personal representative.

Human Resources Department	Health Plan Representatives Contact Information	
ATTN: Benefits Division 1500 Marilla Street, Room 1D South Dallas, Texas 75201-6390 Phone: 1-888-752-9122 Fax: 1-888-202-5571	United Healthcare (UHC) EPO Plans (75/25/HRA & 70/30) Caremark (CVS) - Prescription Services United Healthcare (UHC) - Flexible Spending Accounts United Healthcare (UHC) - Dental PPO & EPO Plans United Healthcare (UHC) - Dental HMO Plan United Healthcare (UHC) - Vision Standard & Buy-up Plans OptumHealth EAP (Employee Assistance Program) Colonial Life - Voluntary Benefit Plans AFLAC - Voluntary Benefit Plans	800-736-1364 855-465-0023 877-311-7849 877-816-3596 800-232-0990 800-638-3120 800-586-6875 800-325-4368 800-992-3522



## Legislative Notices (Continued)

### Changes To This Notice

We reserve the right to change this Notice and will distribute as required. We reserve the right to make the revised Notice effective for protected health information we already have about you as well as any information we receive in the future. We will post a copy of the current Notice on the Plan websites at [http://www.dallascityhall.com/human\\_resources/benefits\\_employees.html](http://www.dallascityhall.com/human_resources/benefits_employees.html) and [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com).

### Complaints and Questions

If you have questions about your HIPAA privacy rights or if you believe your rights have been violated, you may contact the City or one of the Health Plan representatives listed below or you may file a complaint with the Department of Health and Human Services. You will not be penalized for filing a complaint.

### Special Enrollment Notice

If you decline enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for your other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption or place for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days following the marriage, birth, adoption or placement for adoption.

To request special enrollment or obtain more information, contact the Benefits Service Center at 1-888-752-9122.

### Wellness Program Disclosure

If it is unreasonably difficult for you to achieve the standards for a reward under the wellness program due to a medical condition, or if it is medically inadvisable for you to attempt to achieve the standards for the reward under this program, call the Benefits Service Center at 1-888-752-9122, and we will work with you to develop another way to qualify for the reward.

### Children's Health Insurance Program Notice

#### Medicaid and the Children's Health Insurance Program (CHIP) Free Offer or Low-Cost Health Coverage to Children & Families

If you are eligible for health coverage from your employer but are unable to afford the premiums, some states have premium assistance programs that can help pay for coverage. These states use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage but need assistance in paying their health premiums.

If you or your dependents are already enrolled in Medicaid or CHIP, you can contact your state Medicaid or CHIP office to find out if premium assistance is available. If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for one of these programs, you can contact your state Medicaid or CHIP office, or dial **1-877-KIDS-NOW**. You may also go to [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, you can ask the state if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it has been determined that you or your dependents qualify for premium assistance under Medicaid or CHIP, your employer's health plan is required to permit you and your dependents to enroll in the plan—granted that you and your dependents are eligible but not already enrolled in your employer's plan. This is called a "special enrollment" opportunity. **You must request coverage within 60 days of being determined eligible for premium assistance.**

## Legislative Notices (Continued)

**You may be eligible for payment assistance with your employer's health plan premiums. You should contact your state for information on eligibility:**

Texas Residents: Go to <http://www.gethipptexas.com/> or call **1-800-440-0493**.

To see which states have implemented a premium assistance program since January 31, 2011, or for more information on special enrollment rights, you may use the following resources:

U. S. Department of Labor  
Employee Benefits Security Administration  
Website: [www.dol.gov/ebsa](http://www.dol.gov/ebsa)  
Phone: 1-866-444-EBSA (3272)  
OMB Control Number 1210-0137  
(expires 9-30-2014)

U. S. Department of Health and Human Services  
Centers for Medicare and Medicaid Services  
Website: [www.cms.hhs.gov](http://www.cms.hhs.gov)  
Phone: 1-877-267-2323, Ext. 61565

## Vendor Directory

<b>City of Dallas HR-Benefits Service Center</b>	
<b>City of Dallas Benefits Website</b> Website Phone	<a href="http://www.cityofdallasbenefits.com">www.cityofdallasbenefits.com</a> 1-888-752-9122
<b>City of Dallas Website</b>	<a href="http://www.dallascityhall.com/">http://www.dallascityhall.com/</a>
<b>Medical Plan</b>	
<b>United Healthcare (UHC)</b> EPO and HRA Plans Membership Services EPO/HRA myNurseLine Website	1-800-736-1364 1-800-586-6875 <a href="http://www.myuhc.com">www.myuhc.com</a>
<b>Pharmacy Plan</b>	
<b>CVS/Caremark</b> Website	1-855-465-0023 <a href="http://www.caremark.com">www.caremark.com</a>
<b>Vision Plan (UHC)</b>	
Vision Services Website	1-800-638-3120 <a href="http://www.myuhcvision.com">www.myuhcvision.com</a>
<b>Dental Plan (UHC)</b>	
Dental HMO Dental PPO and EPO Website	1-800-232-0990 1-877-816-3596 <a href="http://www.myuhcdental.com">www.myuhcdental.com</a>
<b>COBRA (UHC)</b>	
Membership Services Website	1-866-747-0048 <a href="http://www.uhcservices.com">www.uhcservices.com</a>
<b>Life Insurance (Standard Life)</b>	
Membership Services Website	1-877-474-4250 or 214-670-4181 <a href="http://www.standard.com">www.standard.com</a>
<b>Employee Assistance Program (EAP): OptumHealth</b>	
Membership Services Website Access Code	1-800-586-6875 <a href="http://www.liveandworkwell.com/public">www.liveandworkwell.com/public</a> CityofDallas
<b>Deferred Compensation</b>	
401K and 457 Plans (Fidelity) Website	1-800-343-0860 <a href="http://www.mysavingsatwork.com/atwork.htm">www.mysavingsatwork.com/atwork.htm</a>
<b>Employee Retirement Fund</b>	
Phone Website	214-580-7700/1-877-246-1791 <a href="http://www.dallaserf.org">www.dallaserf.org</a>
<b>Dallas Police and Fire Pension</b>	
Phone Website	1-800-638-3861 <a href="http://www.dpfp.org">www.dpfp.org</a>
<b>Wellness</b>	
WellAware Website	<a href="http://cod/HumanResources/WellAware/index.htm">http://cod/HumanResources/WellAware/index.htm</a>
<b>Voluntary Benefits</b>	
<b>Colonial Life</b> Membership Services Website	1-800-325-4368 <a href="http://www.coloniallife.com">www.coloniallife.com</a>
<b>Aflac</b> Membership Services Website	972-480-0109/1-800-992-3522 <a href="http://www.aflac.com">www.aflac.com</a>

City of Dallas Publication No. 12-13:51

Additional copies may be obtained from the Benefits Service Center.

### **About this Guide**

This 2014 Benefits and Enrollment Guide describes, in non-technical language, the essential features of the City of Dallas Health Benefits Plan (The Plan). This Guide has been prepared as a reference only. It is not an official Master Plan Document for the City of Dallas Health Benefits Plan, which includes dental, vision, life and voluntary benefits. The terms and conditions of coverage under The Plan are determined solely by the Master Plan Document as adopted by the City of Dallas City Council. If there is a difference between what you read in this Guide and what you read in the official Summary Plan Document (SPD), the official Master Plan Document will govern.



**City of Dallas**

Human Resources Department  
Benefits Service Center | 1500 Marilla Street, Room 1DS | Dallas, TX 75201  
1-888-752-9122 (ph) | 1-888-202-5571 (fax)

The Benefits Service Center is open Monday through Friday from 8:15 a.m. to 5:15 p.m.



Photo: Courtesy of Getty Images

# Retiree Benefits & Enrollment Guide

Human Resources Department  
Benefits Service Center



City of Dallas

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### Summary of Benefits and Coverage

As a retiree, the health benefits available to you represent a significant component of your retirement package. They also provide important protection for you and your family in the case of illness or injury.

Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, your plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important information about any health coverage option in a standard format to help you compare across options.

The SBC is available on the Web at: [http://dallascityhall.com/human\\_resources/benefits\\_employees.html](http://dallascityhall.com/human_resources/benefits_employees.html) and [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com). A free, paper copy is also available by calling 1-888-752-9122.

## Welcome to Benefits 2014!

Dear Retiree:

It is our pleasure to welcome you to 2014 Open Enrollment. The City of Dallas provides an annual open enrollment period for retirees to review their benefits coverage and make new elections for the upcoming year.

### Important things to know regarding 2014 Open Enrollment:

- The retiree Open Enrollment period for 2014 starts **September 4, 2013**, and ends **October 11, 2013**.
- Open Enrollment will be **passive**. **If you are satisfied with your current benefit elections, no further action is required.**

To make changes to your benefits elections, or to enroll for 2014, contact the Benefits Service Center at 1-888-752-9122 or visit the office at: Dallas City Hall, 1500 Marilla, Room 1DS.

- Pre-65 Retirees (UHC Medical: EPO 70/30 and EPO 75/25 HRA Plan)
  - During Open Enrollment, you may call the Benefits Service Center 1-888-752-9122 or visit the office Monday through Friday from 7 a.m. to 7 p.m.
- Post-65 Retirees (AARP and UHC Medicare Rx Plans)
  - For AARP (plans C, F and K), call 1-800-392-7537.
  - For UHC Medicare Rx, contact the Benefits Service Center at 1-888-752-9122.
  - For UnitedHealthcare Group Medicare Advantage (High or Low Option), call 1-800-950-9355
- Retirees (UHC Dental and Vision)
  - Contact the Benefits Service Center at Dallas City Hall, 1500 Marilla Street, Room 1DS
- If you need to add or delete dependents, please contact the Benefits Service Center at 1-888-752-9122. Make sure that you have the required documentation to add your dependents. You may also fax your documents to 1-888-202-5571; please include your name and a call-back number on each faxed page to process your request.

### What's New for 2014?

The City of Dallas has created a new medical plan that will include a combined medical and pharmacy deductible. If you are currently enrolled in the 70/30/\$3,000 Deductible Plan, you will automatically be enrolled in the new **70/30/\$3,000 Deductible Low Option Plan**. Please take notice of the changes to the high option, which include an increase in the pharmacy deductible from \$150 to \$240 and an increased out-of-pocket maximum (from \$2,500 to \$3,650). Please review the medical plan comparison chart more details.

The City of Dallas has also created a wellness incentive program for pre-65 retirees. WellPoints is the new, points-based incentive program designed to encourage pre-65 retirees enrolled in a City sponsored health plan to participate in health and wellness activities. These activities include an annual physical, the MyUHC online health assessment and preventive care screenings. You may also attend informative, health and wellness seminars presented by experts on current health and wellness topics or participate in online coaching, disease management or diabetes management programs. When you attend or participate in these wellness events or activities, you earn points. The total points you earn will help to determine the amount you will pay toward your 2015 medical plan premium. More information on this new program is provided in this benefits and enrollment guide.

The 2014 Retiree Benefits and Enrollment Guide provides details about your benefit options. Reviewing the material contained in this guide will help you make informed decisions about your benefits for 2014. If you have any questions, refer to the vendor contact information section to access our service providers.

We hope you will continue to be pleased with these programs and services as we endeavor to maintain a competitive benefits package for you and your family.

Sincerely,

City of Dallas Benefits Team



City of Dallas



## City of Dallas

Dear City of Dallas Retiree:

Through the Affordable Care Act, Health Insurance Exchanges will be established across the country. Each state has the option to set up a state-based insurance Marketplace that will allow individuals and employers to easily compare and evaluate health insurance plans. The state of Texas has elected not to implement a state exchange, so the Health Insurance Exchange will be run by the Federal government. Enrollment in health coverage on the Marketplace will open on October 1, 2013, with plans effective on January 1, 2014. The Patient Protection and Accountable Care Act requires employers covered by the Fair Labor Standards Act (FLSA) to provide a notice to retirees prior to the beginning date of the Exchange.

On the following pages, you will find the Exchange Notice that notifies retirees about the exchanges. Please be advised that the City of Dallas plan meets the minimum value required for health plans; therefore, City retirees may not be eligible for a subsidy in the exchange. Specifically, the notice is designed to:

- Inform retirees about the existence of the Exchange and give a description of the services provided by the Exchange;
- Explain how retirees may be eligible for a premium tax credit or a cost-sharing reduction if the employer's plan does not meet certain requirements;
- Inform retirees that if they purchase coverage through the Exchange, they may lose any employer contribution toward the cost of employer-provided coverage, and that all or a portion of this employer contribution may be excludable for federal income tax purposes; and
- Include contact information for the Exchange and an explanation of appeal rights.

Should you have any questions about your coverage, or to get additional information about this form, please contact the Benefits Service Center at 1-888-752-9122.

Sincerely,

City of Dallas  
Human Resources Department  
Benefits Service Center





# New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-0149  
(expires 11-30-2013)

## **PART A: General Information**

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

### **What is the Health Insurance Marketplace?**

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers “one-stop shopping” to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

### **Can I Save Money on my Health Insurance Premiums in the Marketplace?**

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that does not meet certain standards. The savings on the premium that you are eligible for depends on your household income.

### **Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?**

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer’s health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5 percent of your household income for the year, or if the coverage your employer provides does not meet the “minimum value” standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

**Note:** If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

### **How Can I Get More Information?**

For more information about the coverage offered by your employer, please check your summary plan description or contact the **City of Dallas Benefits Service Center at 1-888-752-9122**.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

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<sup>1</sup>An employer-sponsored health plan meets the “minimum value standard” if the plan’s share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

## New Health Insurance Marketplace Coverage (Continued)

### PART B: Information About Health Coverage Offered by Your Employer

This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

3. Employer name City of Dallas		4. Employer Identification Number (EIN)	
5. Employer address 1500 Marilla St., 1DS		6. Employer phone number 1-888-752-9122	
7. City Dallas	8. State Texas	9. ZIP code 75201	
10. Who can we contact about employee health coverage at this job? The City of Dallas Benefits Service Center			
11. Phone number (if different from above)		12. Email address	

Here is some basic information about health coverage offered by this employer:

- As your employer, we offer a health plan to:
    - All employees.
    - Some employees. Eligible employees are:  
Full-time permanent employees and Permanent part-time employees
  - With respect to dependents:
    - We do offer coverage. Eligible dependents are:  
A spouse, children up to age of 26 years and grandchildren
    - We do not offer coverage.
  - If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.
- \*\* Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, [HealthCare.gov](http://HealthCare.gov) will guide you through the process. Here's the employer information you'll enter when you visit [HealthCare.gov](http://HealthCare.gov) to find out if you can get a tax credit to lower your monthly premiums.

## New Health Insurance Marketplace Coverage (Continued)

The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers, but will help ensure employees understand their coverage choices.

13. **Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?**

**Yes** (Continue)

13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage? \_\_\_\_\_ (mm/dd/yyyy) (Continue)

**No** (STOP and return this form to employee)

14. Does the employer offer a health plan that meets the minimum value standard\*?

Yes (Go to question 15)  No (STOP and return form to employee)

15. For the lowest-cost plan that meets the minimum value standard\* offered **only to the employee** (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/ she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

a. How much would the employee have to pay in premiums for this plan? \$

b. How often?  Weekly  Every 2 weeks  Twice a month  Monthly  Quarterly  Yearly

If the plan year will end soon and you know that the health plans offered will change, go to question 16. If you don't know, STOP and return form to employee.

16. What change will the employer make for the new plan year?

Employer won't offer health coverage

Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.\* (Premium should reflect the discount for wellness programs. See question 15.)

a. How much will the employee have to pay in premiums for that plan? \$

b. How often?  Weekly  Every 2 weeks  Twice a month  Monthly  Quarterly  Yearly

Date of change (mm/dd/yyyy):

\*An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs (Section 36B©(2)(C)(ii) of the Internal Revenue Code of 1986)

## Who is Eligible?

You may elect health coverage for you and your eligible dependents during the annual Open Enrollment period and through special enrollments as a result of a Qualifying Life Event. Eligible dependents include the following:

Type of Eligible Dependent	Required Documentation
<b>Spouse</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Copy of Marriage License, Copy of Social Security Card, and Date of Birth</li> <li><input type="checkbox"/> If Common-Law Marriage applies, please provide the common-law form* and copies of documentation showing that you and your spouse have lived together for at least six months (provide two documents from list below).               <ul style="list-style-type: none"> <li>■ Examples include copies of:</li> <li>■ Lease or deed naming both partners</li> <li>■ Joint checking account statement</li> <li>■ Utility bills and/or credit accounts</li> <li>■ Will and/or life insurance policies</li> </ul> </li> </ul>
<b>Domestic Partner</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Domestic Partner Form** and copies of documentation showing that you and your partner have lived together for at least six months (provide two documents from list below).               <ul style="list-style-type: none"> <li>■ Examples include copies of:</li> <li>■ Lease or deed naming both partners</li> <li>■ Joint checking account statement</li> <li>■ Utility bills and/or credit accounts</li> <li>■ Will and/or life insurance policies</li> </ul> </li> <li><input type="checkbox"/> Copy of Social Security Card, and Date of Birth</li> </ul>
<p><b>Dependent Child:</b> Child who is married or unmarried, under age 26 and is the biological child, legally adopted child or stepchild of you and/or your spouse, domestic partner or common-law spouse</p> <p><b>Dependent Grandchild:</b> Grandchild who is married or unmarried, under age 26 and is the biological grandchild of you and/or your spouse, domestic partner or common-law spouse</p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Copy of Birth Certificate showing you as a parent, or</li> <li><input type="checkbox"/> Copy of Adoption Agreement, or</li> <li><input type="checkbox"/> Copy of court custody or guardianship documents, or</li> <li><input type="checkbox"/> Copy of the portion of the divorce decree showing the dependent, or</li> <li><input type="checkbox"/> Copy of Qualified Medical Court Support Order (QMCSO), and</li> <li><input type="checkbox"/> Copy of Social Security Card</li> </ul>

\*For the Common-Law Spouse Form, go to <http://www.dallascounty.org/department/countyclerk/marriage-license.html>.

\*\*For the Domestic Partner Form, contact the Benefits Service Center at 1-888-752-9122.

**Please note:** Your dependents (spouse and children) cannot be covered on a plan if you are not covered.

## Making Changes to Your Benefits During the Year (Outside the Open Enrollment Period)

The Internal Revenue Service (IRS) requires that you make benefits elections during our annual Open Enrollment period for your benefits to be effective during the 2014 plan year. You may not change your benefits elections after Open Enrollment unless you experience a **Qualifying Life Event**, which may include:

- Marriage
- Divorce, Legal Separation or Annulment
- Birth or Adoption of an Eligible Child
- Change in your (or your spouse's) work status that affects benefits eligibility (e.g., change from full-time to part-time employment status)
- A change in your child's benefits eligibility
- A Qualified Medical Child Support Order

## **Making Changes to Your Benefits (Continued)**

You must report your Qualifying Life Event to the Benefits Service Center **within 30 days** of that event with the required documentation to support your claim. If you fail to report your Qualifying Life Event within the required timeframe, you must wait until the next annual Open Enrollment to change your benefits elections.

If your dependent does not meet the current eligibility rules during the specified period, and/or you do not provide the required documentation, your dependent(s) will not be added to your benefits plan.

### **Reminders**

To enroll in a benefits plan or change your current plan, please remember:

1. The Open Enrollment period for 2014 starts **September 4, 2013**, and ends **October 11, 2013**.
2. You must report a Qualifying Life Event **within 30 days of that event** to change your benefits plan.
3. New retirees must enroll in a benefits plan within 30 days of their retirement date; otherwise, they forfeit coverage.

### **Non-Medicare Eligible Retiree Information**

**Enrollment Period: September 4, 2013, through October 11, 2013**

We encourage you to enroll early in this period to avoid the high volume of activity that occurs late in the enrollment period.

#### **Enrollment Method and Instructions:**

- Annual Enrollment will be **passive**, meaning that retirees who do not wish to make any benefit election changes do not have to participate; their current plan—consisting of Medical (Pre- and Post-65, Dental and Vision)—will roll over into the new plan year.
- If you would like to make changes to your existing plans or enroll in Colonial's voluntary benefits (Pre-65 only) for 2014, you must contact the Benefits Service Center (Monday through Friday, 7 a.m. to 7 p.m.) at 1-888-752-9122 to enroll during Open Enrollment.
- To update your dependent information for 2014, please contact the Benefits Service Center. Please have the required documentation available to add dependents. You may fax these documents to 1-888-202-5571. Please write your name and a call-back number on each faxed page.
- If you make benefit elections by calling the Benefits Service Center, it will be treated as an agreement to pay any required premium through pension check deductions. If you call and experience a long hold time, please leave a voicemail message with a daytime call-back number. Your call will be returned within two business days. Spanish-speaking assistance will be available.

#### **Verification of Personal Information**

To receive your identification cards promptly, make sure that the Benefits Service Center maintains your correct address in the City's Human Resources Information System (HRIS). You may call the Benefits Service Center at 1-888-752-9122 to report an address change or other corrections.

### **How to Enroll for New Retirees after Open Enrollment**

If you are planning to retire in 2014, call or make an appointment with the Benefits Service Center before your retirement date to discuss retiree enrollment options and payroll deductions. You must enroll within 30 days of your date of retirement. You may be asked to pay the first two months' retiree health premiums in advance, depending on the date of retirement. If you do not enroll within 30 days of your retirement date, the Benefits Service Center will presume that you have waived your retiree coverage with the City of Dallas. **You will not be eligible to participate in the City's health coverage in the future.**

## **How to Enroll for New Retirees after Open Enrollment (Continued)**

If you enroll in retiree coverage, that coverage is effective on the first day of the month following your termination date with the City. Upon retirement, all life insurance benefits will end unless you exercise your right to convert your coverage to an individual plan. Please contact the Benefits Service Center for additional information.

### **When turning age 65, you should follow four steps:**

#### **1. Notify the Benefits Service Center within 30 days of your birthday.**

Within 30 days of reaching age 65, you and/or your covered spouses must report the change in age to the Benefits Service Center. If a rate adjustment is required as a result of your and/or your spouse turning age 65, the rate adjustment/reduction will be made the month following the birthday month of you and/or your spouse—provided the age change is reported to the Benefits Service Center before the first day of the month in which you and/or your spouse turn age 65. The effective rate before turning age 65 will be charged for the month you and/or your covered spouse turned age 65.

#### **2. Enrollment in Medicare Parts A and B**

Three months before you turn age 65, contact your local Social Security Administration Office to enroll in Medicare Parts A and B.

- Retirees and/or their covered spouses must enroll in Medicare Parts A and B at age 65 as a requirement of medical coverage through the City's benefit programs. Contact the Benefits Service Center if you or your spouse is not otherwise qualified for premium-free Medicare Part A coverage due to quarters earned through your employment or your spouse's employment.
- Retirees must pay the full cost of the monthly premium for Medicare Part B. Medicare may charge a penalty to retirees who delay enrollment in Medicare Part B at the time of initial eligibility.
- If a retiree waives coverage in a City sponsored health plan, the retiree will not be eligible for inclusion of Medicare Part A premium payments to be made on their behalf by the City of Dallas. Contact your local Social Security Administration office or go to [www.ssa.gov](http://www.ssa.gov) to enroll and determine eligibility.

#### **3. Enrollment in Medicare Supplement Plans**

Once you have enrolled in Medicare Parts A and B, and become Medicare-eligible, you are no longer eligible to participate in the City's health plans. You must enroll in a medical supplement plan offered by the City. We suggest that you consider adding drug coverage since the Medicare Supplement Plan does not include prescription drug coverage. You have an option to either enroll in the City's Medicare Part D Plan or one of the Medicare Part D plans offered by various private insurance carriers. We strongly urge that you consider your personal needs before selecting any drug coverage option plan.

#### **4. Enrollment in one of the Medicare Supplement plans is a two-step process.**

To enroll in Medicare Supplement plans C, F or K, contact the Medicare Supplement Enrollment Center at 1-800-392-7537, and request an enrollment kit. During the call, please state that you are a City of Dallas retiree. Read and sign the application, and mail it back to the Medicare supplement provider within 14 days. You may also enroll over the phone once you have received your enrollment kit by calling 1-800-392-7537. Your application will not be complete until it has been received by the Medicare supplement provider. They will provide an enrollment card once your application has been approved. Contact the Benefits Service Center to inform them that you are enrolling in the Medicare Supplement Plan C, F or K. If you wish to enroll in the City's Medicare Part D Plan, you must provide your Medicare claim number.

## How to Enroll When Turning Age 65 (continued)

### Medicare Eligible Retiree Information

#### **Enrollment Types:**

- The post-65 benefits enrollment process will be passive, meaning you do not have to participate if you are satisfied with your current coverage (AARP Plans C, F and K ; Medicare Part D; Dental and Vision plans).
- If you are currently enrolled in the 75/25/HRA or the 70/30/3000 medical plans, you must contact your local Social Security Administration office to sign up for Medicare Parts A and B—that is, if you have not already completed this step. If you have already signed up, you must contact AARP to enroll in a supplemental plan (C, F or K), and you should contact the Benefits Service Center to enroll in Medicare Part D (prescription drugs). Post-65 members cannot be enrolled in the 75/25/HRA plan or the 70/30/3000 plan beginning January 1, 2014.

#### **Enrollment Method and Instructions:**

- Open Enrollment for 2014 will be passive (you do not participate if you are satisfied with your current benefits elections, including Medical, Dental and Vision).

#### **Post-65 Retirees (AARP and UHC Medicare Rx Plans):**

- For AARP (Plans C, F and K), call 1-800-449-4954.
- For UHC Medicare Rx, call the Benefits Service Center (1-888-752-9122) or visit the center at Dallas City Hall, Room 1DS.
- For UnitedHealthcare Group Medicare Advantage (High or Low Option), call 1-800-950-9355.

#### **Retirees (UHC Dental and Vision):**

- Call the Benefits Service Center (1-888-752-9122) or visit the center at 1500 Marilla Street, Room 1DS.

#### **Dependent Information**

To update your dependent information for 2014, please take one of the following steps:

1. Call the Benefits Service Center and speak with a customer service representative to remove a dependent(s).
2. To add a dependent, contact the Benefits Service Center; please provide documentation as listed on the Eligible Dependent chart (refer to page 5).
3. If you do not plan to make changes, no action is required. Please check your current information for accuracy.
  - Elections made by calling the Benefits Service Center will be treated as an agreement to pay any required premium through pension check deductions.
  - Should you experience long hold time when calling, leave a voicemail message with a daytime telephone number. A customer service representative will call you back within two business days. Spanish-speaking assistance is available.

#### **Verification of Personal Information**

To receive your identification cards promptly, make sure that your current mailing address is correct in the City's Human Resources Information System (HRIS). You may call the Benefits Service Center at 1-888-752-9122 to report an address change or other corrections.

#### **Changing your Benefits During the Year (Qualified Status Change)**

You can only change your benefit elections during the plan year if you undergo a qualified status change as defined by Internal Revenue Service guidelines. Your enrollment changes must be completed within 30 days of the qualifying event. If you fail to change your elections within 30 days of your event, you will have to wait until the next year's annual enrollment period to change your elections.

## **How to Enroll When Turning Age 65 (continued)**

### **Reporting Eligibility Changes During the Year**

You must report changes in dependent eligibility to the Benefits Service Center at 1-888-752-9122 within 30 days of the change (such as divorce, marriage or dependent child becoming ineligible). All status changes must be made within 30 days of the status change. If you are adding a spouse or dependent to your coverage, appropriate documentation will be required.

### **Special Note**

If you cancel your medical coverage as a retiree, you or your dependents may not re-enroll in any City-Sponsored medical plans in the future.

### **Duplicate Medical Coverage by Retiree**

In the case where two city retirees are eligible for coverage, only one may enroll for dependent coverage. Both retirees cannot cover each other. In the case both retirees have eligible dependents, only one retiree can cover the dependents. Both retirees cannot cover their eligible dependents. If a retiree and his or her spouse are employed or retired from different employers, and are covered by the same insurance carrier, the health plan will pay only up to the allowable.



## Important Disclaimers

### **Paying for Medical Coverage**

Medical contributions are paid on a post-tax basis for all retirees. Your annual cost of medical coverage depends on the benefit option you choose and the level of coverage you need. Contribution costs for 2014 can be found in this benefits and enrollment guide.

- Contributions shall be paid by pension check deduction by all Members who receive pension checks in sufficient amount to permit deduction for the contributions. For each regular pension check during the plan year a member will pay the monthly rates indicated in Article IV of the Master Plan Document. If for any reason a Member's pension check is not reduced by the amount of a contribution or does not receive pension check with a sufficient amount to permit deduction for the contributions, contributions must be paid by check or money order on a monthly basis.
- For each regular pension check during the plan year a member will pay the monthly rates indicated in this enrollment guide.
- A grace period of thirty days shall be allowed for the payment of each contribution paid directly by the member. If any contribution is not paid within the grace period, the coverage shall terminate on the last date for which contributions are paid.
- Dropping Coverage: If the notice for dropping coverage is received prior to the 15th of the month, deductions will not be taken and coverage will end the last day of the previous month. If the notice for dropping dependent coverage is received after the 15th of the month, deductions and coverage will be discontinued the first day of the following month.

### **Benefits Information for Certain Medicare-eligible Retirees**

For certain, Medicare-eligible retirees, the City will continue to offer its Medicare Supplements, Medicare HMO and Medicare Part D benefit options. If you have any questions, please contact the benefits provider. In the next few months, you will receive a letter from your Medicare Part D provider to alert you of the following information.

- Annual Notice of Change (ANOC), which will include:
  - 2014 Formulary List
  - Summary of Benefits
  - Mail-order information
  - Pharmacy Directory
- Explanation of Benefits (EOB)
- Explanation of Coverage (EOC)

The documents listed above will require no action on your part because you are already enrolled. However, if you receive a Late Enrollment Penalty Letter, you are required to complete and return as instructed in the letter. For help in completing this letter, please call the City of Dallas Benefits Service Center at 1-888-752-9122.

# **WELLPOINTS** (Pre-65 Retirees Only)

**WellPoints** is the wellness incentive program for City of Dallas pre-65 retirees enrolled in a City sponsored health plan. By participating in WellPoints, you will help lower your 2015 medical plan premium and earn extra cash toward your HRA. To earn a reduced medical premium for 2015, you must earn a **minimum of 250 wellness points**.

**To participate, you must be enrolled in a City sponsored health plan.**

**Pre-65 retirees may earn WellPoints for the 2015 benefits year starting October 1, 2013, and ending August 31, 2014.**

Please use the program guide on the following page to determine how to earn wellness points.

For more information:

City of Dallas  
Human Resources Department  
Benefits Service Center  
1500 Marilla Street, Room 1D-South  
Dallas, Texas 75201  
(Phone) 1-888-752-9122  
(Email) [wellness@dallascityhall.com](mailto:wellness@dallascityhall.com)  
(Web) [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com)

## **Wellness Program Disclosure**

If it is unreasonably difficult for you to achieve the standards for a reward under the wellness program due to a medical condition, or if it is medically inadvisable for you to attempt to achieve the standards for the reward under this program, call the Benefits Service Center at 1-888-752-9122, and we will work with you to develop another way to qualify for the reward.

## HOW TO EARN WELLPOINTS (Pre-65 Retirees)

**GOAL: 250 POINTS**

Pre-65 retirees who wish to participate in WellPoints must complete the Engagement category, which is worth 150 points. The remaining points can be acquired through participating in events or activities listed under options one, two and three.

### ENGAGEMENT (REQUIRED)

The Engagement component consists of the following:

- You **must** perform both Engagement activities to participate in WellPoints.
- MyUHC Online Health Assessment\* (50 Points)
  - Go to [www.myuhc.com](http://www.myuhc.com) to complete the assessment.
- Annual Physical Exam\* (100 Points)
  - Includes BMI, Blood Pressure, Fasting LDL and Fasting Glucose

**\*REQUIRED**

### OPTION 1

#### Take Action (Max: 100 Points)

- Each program worth 100 points
- Two Options: Disease Management and YMCA Diabetes Prevention
  - Disease Management Program
    - Four Program Options: Asthma, Diabetes, Coronary Artery Disease, and Heart Failure
    - Eligible participants will receive an outreach call from a UnitedHealthcare nurse.
  - YMCA Diabetes Prevention Program

### OPTION 2

#### Behavior Change (Max: 50 Points)

- Qualifying activities are approved by the City of Dallas WellAware Program.
- Some qualifying activities are conducted independently through nationally recognized health and fitness programs and community events approved by WellAware Program.
- Each activity worth 25 points (Max: 50 Points)
- Activities include self-reported activity tracking of exercise; gym membership; water aerobics; ballroom dancing; and WellAware-approved and/or sponsored activities and races.
- Verification of participation in Behavior Change activities includes exercise verification forms, receipt of participation in community events, copy of event bib or a photo of a pre-65 retiree participating in a race.

### OPTION 3 (REASONABLE ALTERNATIVES)

You may participate in the following reasonable alternatives:

#### Education

- Pre-65 retirees have access to free, monthly health and wellness seminars, health fairs and other wellness events sponsored by WellAware.
- Each activity is worth 10 points (Max: 50 Points).

#### Online Coaching

- Earn 25 points per program
- You can participate in up to two programs (Max: 50 Points)
  - Please allow yourself enough time to complete online programs; some programs may take longer to complete than others.

## How to Earn WellPoints (Continued)

### To access an online coaching program:

1. Log onto [www.myuhc.com](http://www.myuhc.com)
2. Click on the Health & Wellness tab
3. Select the "I DO" icon

- ❑ Each online program consists of 12 educational activities and 5 tracker entries within an online program.
- ❑ You are required to make one tracker entry per week for 5 weeks and complete 12 activities per online program.
- ❑ Please allow yourself enough time to complete each online wellness coaching program; some programs may take longer to complete than others.
- ❑ Up to two programs may count toward your WellPoints total (Max: 50 Points)



This form is to be used by eligible City of Dallas pre-65 retirees who would like to submit verification that they received an annual physical exam as part of their participation in the WellPoints Wellness Incentive Program.

**This following form is required ONLY if you have received your annual physical exam through an out-of-network physician or if you plan to use an out-of-network physician to complete your annual physical exam.**

Please submit the Annual Physical Verification Form to the Benefits Service Center no later than **August 31, 2014**.

**Instructions for Physician:**

Complete Section 2 of the form and return it to the patient (pre-65 retiree) for submission.

**Instructions for City of Dallas Pre-65 Retiree:**

**Use this form ONLY if you plan to complete your annual physical exam using an out-of-network physician or Concentra TotalCare Health and Wellness Center at Dallas City Hall.**

Complete Section 1 of the form—including signature—and present the form to your physician at your medical appointment. Instruct the physician to complete the required information.

You must submit the completed form directly to the Benefits Service Center.

**Benefits Service Center  
Dallas City Hall  
1500 Marilla Street, Room 1DS  
Dallas, TX 75201  
(Phone) 1-888-752-9122  
Hours: 8:15 a.m. to 5:15 p.m. (Monday through Friday)**

WellAware



**Your Health Matters**



Dear Physician:

The City of Dallas has initiated a new wellness incentive program called **WellPoints**. As a WellPoints participant, a pre-65 retiree can receive incentives through maintaining a healthy lifestyle. To participate in WellPoints, the pre-65 retiree must complete an annual physical.

**Physician:** Please complete Section 2. The pre-65 retiree must return the completed form to the City of Dallas Benefits Service Center upon your completion. **This form is required ONLY if you are an out-of-network physician.**

**Patient:** This form must be submitted no later than August 31, 2014. **Please Note:** If your physician is in-network, you are not required to return this form to the Benefits Service Center.

**SECTION 1: PATIENT INFORMATION** (Patient: Complete this section. Please print.)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Employee ID: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Gender:  Male  Female Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**PATIENT: This form must be submitted no later than August 31, 2014.**

**SECTION 2: ANNUAL PHYSICAL EXAM VERIFICATION**

**PHYSICIAN:** Your signature below confirms that the pre-65 retiree has received an annual physical exam.

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **Your Core Benefits**

The following core benefits are sponsored by the City of Dallas:

- ❖ Medical Insurance
- ❖ Pharmacy
- ❖ Dental Insurance
- ❖ Vision Insurance
- ❖ Medicare Plan

## Medical Plans Overview

### Retiree EPO 75/25 HRA Medical Plan Comparison Chart (In-Network Benefits Only)

	Health Assessment Completed	Health Assessment NOT Completed
<b>Total Deductible</b>	\$2500 (single)	\$2500 (single)
<b>HRA Allocation (City \$\$)</b>	\$1000 (single)	\$700 (single)
<b>Deductible (Your \$\$)</b>	\$1500 (single)	\$1800 (single)
<b>Total Deductible</b>	\$5000 (with dep(s))	\$5000 (with dep(s))
<b>HRA Allocation (City \$\$)</b>	\$2000 (with dep(s))	\$1700 (with dep(s))
<b>Deductible (Your \$\$)</b>	\$3000 (with dep(s))	\$3300 (with dep(s))
<b>Coinsurance</b>	Member pays 25%; plan pays 75%	Member pays 25%; plan pays 75%
<b>Preventive Services (See SPD for Injections)</b>	Plan pays 100% (in-network only ) Doesn't reduce HRA	Plan pays 100% (in-network only ) Doesn't reduce HRA
<b>Outpatient Services</b>	Plan pays 75% after deductible	Plan pays 75% after deductible
<b>Inpatient Services</b>	Plan pays 75% after deductible	Plan pays 75% after deductible
<b>ER Services at hospital (See SPD for Ambulance services)</b>	Plan pays 75% after deductible	Plan pays 75% after deductible
<b>Specialist Services &amp; Urgent Care Services</b>	Plan pays 75% after deductible	Plan pays 75% after deductible
<b>Out-of-Pocket Max</b>	\$6,350 (single) \$12,700 (with deps)	\$6,350 (single); \$12,700 (with deps)
<b>Rx Coverage (CVS/Caremark):</b>		
<b>Deductible</b>	Same as (Your \$\$) deductible above	Same as (Your \$\$) deductible above
<b>Generic (31 days)</b>	10%	10%
<b>Preferred (31 days)</b>	25%	25%
<b>Non-Preferred (31 days)</b>	40%	40%

### Retiree EPO 75/25 HRA Medical Plan Monthly Rates (Non-Tobacco User)

Retiree Rates	Health Assessment Completed	Health Assessment NOT Completed
<b>Retiree Only</b>	\$509	\$529
<b>Retiree + Spouse</b>	\$1,166	\$1,186
<b>Retiree + Child(ren)</b>	\$812	\$832
<b>Retiree + Family</b>	\$1,439	\$1,459
<b>Spouse Only</b>	\$785	\$805
<b>Spouse + Child(ren)</b>	\$1,058	\$1,078

### Retiree EPO 75/25 HRA Medical Plan Monthly Rates (Tobacco User)

Retiree Rates	Health Assessment Completed	Health Assessment NOT Completed
<b>Retiree Only</b>	\$529	\$549
<b>Retiree + Spouse</b>	\$1,186	\$1,206
<b>Retiree + Child(ren)</b>	\$832	\$852
<b>Retiree + Family</b>	\$1,459	\$1,479
<b>Spouse Only</b>	\$805	\$825
<b>Spouse + Child(ren)</b>	\$1,078	\$1,098



Medical Plans Overview (Continued)

<b>Retiree EPO 70/30 High Option Plan Comparison Chart (In-Network benefits only)</b>	
<b>Total Deductible</b>	\$3000 (single); \$9000 (with dep(s))
<b>HRA Allocation (City \$\$)</b>	N/A
<b>Deductible (Your \$\$)</b>	Same as Total Deductible
<b>Coinsurance</b>	Member pays 30%; plan pays 70%
<b>Preventive Services (See SPD for Injections)</b>	Plan pays 100%
<b>Outpatient Services</b>	Plan pays 70% after deductible
<b>Inpatient Services</b>	Plan pays 70% after deductible
<b>ER Services at hospital (See SPD for Ambulance services)</b>	\$100 Copay plus plan pays 70% after deductible
<b>Specialist Services &amp; Urgent Care Services</b>	Plan pays 70% after deductible
<b>Out-of-Pocket Max</b>	\$6,350 (single); \$12,700 (with dep(s))
<b>Rx Coverage (CVS/Caremark):</b>	
<b>Deductible</b>	\$240/person
<b>Generic (31 days)</b>	10% or \$10 minimum
<b>Preferred (31 days)</b>	25% or \$25 minimum
<b>Non-Preferred (31 days)</b>	40% or \$40 minimum
<b>Out-of-Pocket Max</b>	\$3,650/person

<b>Retiree EPO 70/30 High Option Plan Monthly Rates (Non-Tobacco User)</b>		
<b>Retiree Rates</b>	<b>Health Assessment Completed</b>	<b>Health Assessment NOT Completed</b>
<b>Retiree Only</b>	\$434	\$454
<b>Retiree + Spouse</b>	\$1,053	\$1,073
<b>Retiree + Child(ren)</b>	\$675	\$695
<b>Retiree + Family</b>	\$1,286	\$1,306
<b>Spouse Only</b>	\$772	\$792
<b>Spouse + Child(ren)</b>	\$1,013	\$1,033

<b>Retiree EPO 70/30 High Option Plan Monthly Rates (Tobacco User)</b>		
<b>Retiree Rates</b>	<b>Health Assessment Completed</b>	<b>Health Assessment NOT Completed</b>
<b>Retiree Only</b>	\$454	\$474
<b>Retiree + Spouse</b>	\$1,073	\$1,093
<b>Retiree + Child(ren)</b>	\$695	\$715
<b>Retiree + Family</b>	\$1,306	\$1,326
<b>Spouse Only</b>	\$792	\$812
<b>Spouse + Child(ren)</b>	\$1,033	\$1,053

Medical Plans Overview (Continued)

<b>Retiree EPO 70/30 Low Option Plan Comparison Chart (In-Network benefits only)</b>	
<b>Total Deductible</b>	\$3000 (single); \$9000 (with dep(s))
<b>HRA Allocation (City \$\$)</b>	N/A
<b>Deductible (Your \$\$)</b>	Same as total deductible
<b>Coinsurance</b>	Member pays 30%; plan pays 70%
<b>Preventive Services (See SPD for Injections)</b>	Plan pays 100%
<b>Outpatient Services</b>	Plan pays 70% after deductible
<b>Inpatient Services</b>	Plan pays 70% after deductible
<b>ER Services at hospital (See SPD for Ambulance services)</b>	\$100 Copay plus plan pays 70% after deductible
<b>Specialist Services &amp; Urgent Care Services</b>	Plan pays 70% after deductible
<b>Out-of-Pocket Max</b>	\$6,350 (single); \$12,700 (with dep(s))
<b>Rx Coverage (CVS/Caremark):</b>	
<b>Deductible</b>	Same as (Your \$\$) deductible above
<b>Generic (31 days)</b>	10% or \$10 minimum
<b>Preferred (31 days)</b>	25% or \$25 minimum
<b>Non-Preferred (31 days)</b>	40% or \$40 minimum
<b>Out-of-Pocket Max</b>	\$6,350 (single); \$12,700 (with dep(s))

<b>Retiree EPO 70/30 Low Option Plan Monthly Rates (Non-Tobacco User)</b>		
<b>Retiree Rates</b>	<b>Health Assessment Completed</b>	<b>Health Assessment NOT Completed</b>
<b>Retiree Only</b>	\$409	\$429
<b>Retiree + Spouse</b>	\$1,028	\$1,048
<b>Retiree + Child(ren)</b>	\$650	\$670
<b>Retiree + Family</b>	\$1,261	\$1,281
<b>Spouse Only</b>	\$747	\$767
<b>Spouse + Child(ren)</b>	\$988	\$1,008

<b>Retiree EPO 70/30 Low Option Plan Monthly Rates (Tobacco User)</b>		
<b>Retiree Rates</b>	<b>Health Assessment Completed</b>	<b>Health Assessment NOT Completed</b>
<b>Retiree Only</b>	\$429	\$449
<b>Retiree + Spouse</b>	\$1,048	\$1,068
<b>Retiree + Child(ren)</b>	\$670	\$690
<b>Retiree + Family</b>	\$1,281	\$1,301
<b>Spouse Only</b>	\$767	\$787
<b>Spouse + Child(ren)</b>	\$1,008	\$1,028

**Prorated HRA Funds**  
(Based on the month of enrollment)

Month	Retiree Only	Retiree & Dependents
January	\$700.00	\$1,700.00
February	\$641.67	\$1,558.33
March	\$583.34	\$1,416.66
April	\$525.01	\$1,274.99
May	\$466.68	\$1,133.32
June	\$408.35	\$991.65
July	\$350.02	\$849.98
August	\$291.69	\$708.31
September	\$233.36	\$566.64
October	\$175.03	\$424.97
November	\$116.70	\$283.30
December	\$58.37	\$141.63

**Onsite Health Clinic Medical Plan Services**

**Concentra TotalCare Health and Wellness Center** is the on-site medical clinic located at Dallas City Hall. The center offers select preventive and diagnostic services to pre-65 retirees and dependents (age 5 and older) covered by the City's health plan at no cost.

**Onsite Clinic Services for Retirees Enrolled in City of Dallas Medical Plans**

Visit Description	EPO 75/25 HRA Plan	EPO 70/30 Plan
<b>Preventive Care Services</b> <input type="checkbox"/> Services provided at onsite clinic <input type="checkbox"/> Lab services that are sent out to LabCorp will be processed according to your medical plan benefits.	<input type="checkbox"/> No cost to retirees or dependents <input type="checkbox"/> Paid at 100%	<input type="checkbox"/> No cost to the retiree or dependents <input type="checkbox"/> Paid at 100%
<b>Injury or Illness Care: Diagnostic Services</b> <input type="checkbox"/> Service provided at onsite clinic <input type="checkbox"/> Lab services that are sent out to LabCorp will be processed according to your medical plan benefits	<input type="checkbox"/> No cost to retirees or dependents <input type="checkbox"/> Services are subject to 25% coinsurance after \$2,500 deductible is met; HRA funds will be used if still available	<input type="checkbox"/> No cost to retirees or dependents <input type="checkbox"/> Services are subject to 30% coinsurance after \$3,000 deductible is met

**Concentra TotalCare Health and Wellness Center** | 1500 Marilla, Room 1CS, Dallas, TX 75201  
Phone: 214-671-9140 | Fax: 214-749-0412 | Hours: Monday through Friday, 7:30 a.m. to 5:30 p.m.



**We're here. For you.**  
Concentra.com

## Concentra/City of Dallas Discount Program

The Concentra/City of Dallas Discount Program allows City employees and pre-65 retirees covered by the City's health insurance to visit any Concentra Urgent Care Center in the greater Dallas area and receive unmatched medical service at an unmatched price. City employees and pre-65 retirees covered by a City health insurance plan may continue to use Concentra TotalCare Health and Wellness Center in City Hall and pay nothing for most services, which include treatment for common injuries and illnesses such as sprains, cuts, flu and upper respiratory infection.

If You Are:	Concentra (Dallas City Hall)	Concentra (DFW Metroplex)
Active Employee Covered by City Health Plan	Cost: \$0 <sup>1</sup>	Cost: \$25 <sup>1*</sup> /\$35 <sup>1**</sup>
Active Employee NOT Covered by City Health Plan	Cost: \$25 <sup>1</sup>	Not Eligible for Discount
Pre-65 Retiree Covered by City Health Plan	Cost: \$0 <sup>1</sup>	Cost: \$25 <sup>1*</sup> /\$35 <sup>1**</sup>
Pre-65 Retiree NOT Covered by City Health Plan	Not Eligible for Discount	Not Eligible for Discount
Medicare-eligible Retiree	Not Eligible for Discount	Not Eligible for Discount

<sup>1</sup> You may incur additional charges for services such as lab work and X-rays during your clinic visit.

\*Copay for 75/25 HRA Plan Enrollees    \*\*Copay for 70/30 Plan Enrollees

### Choose from several locations throughout the DFW Metroplex:

<p style="text-align: center;"><b>Addison</b></p> <p>15810 Midway Rd. Addison, TX 75001 Hours: 8 a.m.- 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat) Phone: 972-458-8111 Fax: 972-458-7776</p>	<p style="text-align: center;"><b>Arlington North</b></p> <p>2160 E. Lamar Blvd. Arlington, TX 76006 Hours: 8 a.m. - 5 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 972-988-0441 Fax: 972-641-0054</p>	<p style="text-align: center;"><b>Arlington South</b></p> <p>511 E. 1-20 Arlington, TX 76018 Hours: 8 a.m. - 8 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 817-261-5166 Fax: 817-275-5432</p>	<p style="text-align: center;"><b>Burleson</b></p> <p>811 NE Alsbury Blvd., Suite 800 Burleson, TX 76028 Hours: 8 a.m. - 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat) Phone: 817-293-7311 Fax: 817-551-1066</p>
<p style="text-align: center;"><b>Carrollton</b></p> <p>1345 Valwood Pkwy., Suite 306 Carrollton, TX 75006 Hours: 8 a.m. - 5 p.m. (M-F) Phone: 972-484-6435 Fax: 972-484-6785</p>	<p style="text-align: center;"><b>Fort Worth Forest Park</b></p> <p>2500 West Fwy. (I-30), Suite 100 Fort Worth, TX 76102 Hours: 8 a.m. - 8 p.m. (M-F); 8 a.m. - 5 p.m. (Sat) Phone: 817-882-8700 Fax: 817-882-8707</p>	<p style="text-align: center;"><b>Fort Worth Fossil Creek</b></p> <p>4060 Sandshell Drive Fort Worth, TX 76137 Hours: 8 a.m. - 5 p.m. (M-F) Phone: 817-306-9777 Fax: 817-306-9780</p>	<p style="text-align: center;"><b>Frisco</b></p> <p>8756 Teel Pkwy., Suite 350 Frisco, TX 75034 Hours: 8 a.m.- 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat)/ 9 a.m. - 5 p.m. (Sun) Phone: 972-712-5454 Fax: 972-712-5442</p>
<p style="text-align: center;"><b>Garland</b></p> <p>1621 S. Jupiter Rd., Suite 101 Garland, TX 75042 Hours: 8 a.m. - 5 p.m. (M-F) Phone: 214-340-7555 Fax: 214-340-3980</p>	<p style="text-align: center;"><b>Irving/Las Colinas</b></p> <p>5910 N. MacArthur Blvd., Suite 133 Irving, TX 75039 Hours: 8 a.m.- 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat) Phone: 972-554-8494 Fax: 972-438-4647</p>	<p style="text-align: center;"><b>Lewisville</b></p> <p>2403 S. Stemmons Fwy., Suite 100 Lewisville, TX 75067 Hours: 8 a.m.- 8 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 972-829-2999 Fax: 972-459-7929</p>	<p style="text-align: center;"><b>Mesquite</b></p> <p>4928 Samuell Blvd. Mesquite, TX 75149 Hours: 8 a.m.- 5 p.m. (M-F) Phone: 214-328-1400 Fax: 214-328-2884</p>
<p style="text-align: center;"><b>Plano</b></p> <p>1300 N. Central Expy. Plano, TX 75074 Hours: 8 a.m.- 8 p.m. (M-F) 8 a.m. - 5 p.m. (Sat) Phone: 972-578-2212 Fax: 972-881-7666</p>	<p style="text-align: center;"><b>Redbird</b></p> <p>5520 Westmoreland, Suite 200 Dallas, TX 75237 Hours: 8 a.m. - 5 p.m. (M-F) Phone: 214-467-8210 Fax: 214-467-8192</p>	<p style="text-align: center;"><b>Stemmons</b></p> <p>2920 N. Stemmons Fwy. Dallas, TX 75247 Hours: 8 a.m. - 8 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 214-630-2331 Fax: 214-905-1323</p>	<p style="text-align: center;"><b>Upper Greenville</b></p> <p>5601 Greenville Ave. Dallas, TX 75206 Hours: 8 a.m.- 8 p.m. (M-F) 9 a.m. - 5 p.m. (Sat/Sun) Phone: 214-821-6007 Fax: 214-821-6149</p>

## CVS Caremark Prescription Benefit Program

### HRA Plan

Welcome to your new prescription benefit administered by CVS Caremark. Your prescription benefit is designed to bring you quality pharmacy care that will help you save money.

Following is a brief summary of your prescription benefits. On the back side, you will find details about your prescription benefit plan, which offers two ways for you to save on your long-term medications. CVS Caremark and the City of Dallas are confident you will find value with your new prescription benefit program.

	<b>CVS Caremark Retail Pharmacy Network</b> For short-term medications (Up to a 31-day supply)	<b>CVS Caremark Mail Service Pharmacy or CVS Caremark Retail-90 Pharmacy</b> For long-term medications (Up to a 90-day supply)
<b>Where</b>	The CVS Caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 7,400 CVS/pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at <a href="http://www.caremark.com">www.caremark.com</a> or call a Customer Care representative toll-free at 1-855-465-0023.	You have the convenience of getting your long-term medications at one of our 51,000 Retail-90 Pharmacy locations for your mail service copay. Or simply mail your original prescription and the mail service order form to CVS Caremark. Your medications will be sent directly to your home, office or a location of your choice.
<b>Generic Medications</b> Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	<b>10%</b> for a generic prescription	<b>10%</b> for a generic prescription
<b>Preferred Brand-Name Medications</b> If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	<b>25%</b> for a preferred brand-name prescription	<b>25%</b> for a preferred brand-name prescription
<b>Non-Preferred Brand-Name Medications</b> You will pay the most for medications not on your plan's preferred drug list.	<b>40%</b> for a non-preferred brand-name prescription	<b>40%</b> for a non-preferred brand-name prescription
<b>Refill Limit</b>	None	None
<b>Annual Deductible</b>	\$2,500 for an individual / \$5,000 for a family	
<b>Maximum Out-of-Pocket</b>	\$6,350 for an individual / \$12,700 for a family	
<b>Web Services</b>	Register at <a href="http://www.caremark.com">www.caremark.com</a> to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
<b>Customer Care</b>	Visit <a href="http://www.caremark.com">www.caremark.com</a> or call toll-free at 1-855-465-0023.	

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.



## CVS Caremark Prescription Benefit Program (Continued)

### HRA Plan

#### Use This Plan to Fill Your Long-Term Medications

This plan offers you choice and savings when it comes to filling long-term prescriptions. Now you have two ways to save:

CVS Caremark Mail Service Pharmacy:

- Enjoy convenient home delivery
- Receive your medications in private, tamper-resistant and (when needed) temperature-controlled packaging
- Talk to a pharmacist by phone

Retail-90 Pharmacy:

- Pick up your medication at a time that is convenient for you
- Enjoy same-day prescription availability
- Talk with a pharmacist face-to-face

Plus, you can easily order refills and manage your prescriptions anytime at [www.caremark.com](http://www.caremark.com).

#### To Get Started

The following chart provides detailed steps to help you start enjoying all the benefits of your prescription benefit plan.

IF YOU WOULD LIKE...	THEN...
To continue with mail service	You don't have to do anything. We'll continue to send your medications to your location of choice.
To pick up at CVS/pharmacy	Please let us know. You can do so quickly and easily. Choose the option that works best for you: <ul style="list-style-type: none"><li>• Visit your local Retail-90 Pharmacy and talk to the pharmacist</li><li>• Call us toll-free using the number on the back of your Prescription Card, and we'll handle the rest</li></ul>
To sign up for mail service for the first time	You can do so easily online or by phone. <ul style="list-style-type: none"><li>• Register or log into <a href="http://www.caremark.com">www.caremark.com</a>, select "Start a New Prescription," then click on "FastStart®"</li><li>• Call FastStart toll-free at 1-800-875-0867. We'll handle the rest</li></ul>
More information	Give us a call. Use the phone number on the back of your Prescription Card to call us toll-free.

## CVS Caremark Prescription Benefit Program

### 70/30 Plan

Welcome to your new prescription benefit administered by CVS Caremark. Your prescription benefit is designed to bring you quality pharmacy care that will help you save money.

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	<b>CVS Caremark Retail Pharmacy Network</b> For short-term medications (Up to a 31-day supply)	<b>CVS Caremark Mail Service Pharmacy or CVS Caremark Retail-90 Pharmacy</b> For long-term medications (Up to a 90-day supply)
<b>Where</b>	The CVS Caremark Retail Network includes more than 67,000 participating pharmacies nationwide, including independent pharmacies, chain pharmacies, and 7,400 CVS/pharmacy locations. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at <a href="http://www.caremark.com">www.caremark.com</a> or call a Customer Care representative toll-free at 1-855-465-0023.	You have the convenience of getting your long-term medications at one of our 51,000 Retail-90 Pharmacy locations for your mail service copay. Or simply mail your original prescription and the mail service order form to CVS Caremark. Your medications will be sent directly to your home, office or a location of your choice.
<b>Generic Medications</b> Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	<b>10% (\$10 min)</b> for a generic prescription	<b>10% (\$10 min)</b> for a generic prescription
<b>Preferred Brand-Name Medications</b> If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	<b>25% (\$25 min)</b> for a preferred brand-name prescription	<b>25% (\$25 min)</b> for a preferred brand-name prescription
<b>Non-Preferred Brand-Name Medications</b> You will pay the most for medications not on your plan's preferred drug list.	<b>40% (\$40 min)</b> for a non-preferred brand-name prescription	<b>40% (\$40 min)</b> for a non-preferred brand-name prescription
<b>Refill Limit</b>	None	None
<b>Annual Deductible</b>	\$240 (High Option) for an individual	\$3,000 (Low Option) for an individual
<b>Maximum Out-of-Pocket</b>	\$3,650 (High Option)	\$6,350 (Low Option)
<b>Web Services</b>	Register at <a href="http://www.caremark.com">www.caremark.com</a> to access tools that can help you save money and manage your prescription benefit. To register, have your Prescription Card ready.	
<b>Customer Care</b>	Visit <a href="http://www.caremark.com">www.caremark.com</a> or call toll-free at 1-855-465-0023.	

Copayment, copay or coinsurance means the amount a plan participant is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

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## CVS Caremark Prescription Benefit Program (Continued)

### 70/30 Plan

#### Use This Plan to Fill Your Long-Term Medications

This plan offers you choice and savings when it comes to filling long-term prescriptions. Now you have two ways to save:

CVS Caremark Mail Service Pharmacy:

- Enjoy convenient home delivery
- Receive your medications in private, tamper-resistant and (when needed) temperature-controlled packaging
- Talk to a pharmacist by phone

Retail-90 Pharmacy:

- Pick up your medication at a time that is convenient for you
- Enjoy same-day prescription availability
- Talk with a pharmacist face-to-face

Plus, you can easily order refills and manage your prescriptions anytime at [www.caremark.com](http://www.caremark.com).

#### To Get Started

The following chart provides detailed steps to help you start enjoying all the benefits of your prescription benefit plan.

IF YOU WOULD LIKE...	THEN...
To continue with mail service	You don't have to do anything. We'll continue to send your medications to your location of choice.
To pick up at CVS/pharmacy	Please let us know. You can do so quickly and easily. Choose the option that works best for you: <ul style="list-style-type: none"><li>• Visit your local Retail-90 Pharmacy and talk to the pharmacist</li><li>• Call us toll-free using the number on the back of your Prescription Card, and we'll handle the rest</li></ul>
To sign up for mail service for the first time	You can do so easily online or by phone. <ul style="list-style-type: none"><li>• Register or log into <a href="http://www.caremark.com">www.caremark.com</a>, select "Start a New Prescription," then click on "FastStart®"</li><li>• Call FastStart toll-free at 1-800-875-0867. We'll handle the rest</li></ul>
More information	Give us a call. Use the phone number on the back of your Prescription Card to call us toll-free.



## Dental Plan Overview

United Healthcare is our provider for dental offerings for 2014. Your options include:

- Dental PPO, which allows you to select the provider of your choice
- Dental HMO, which provides in-network benefits only while having a co-pay schedule
- Dental EPO, which allows you to select the provider of your choice while having a co-pay schedule

Plan Features	UHC PPO		UHC HMO	UHC EPO
	In-Network	Out-of-Network	In-Network Only	
Calendar Year Deductibles <ul style="list-style-type: none"> <li>• Individual</li> <li>• Family</li> </ul>		\$50 \$150	\$0 \$0	\$50 \$150
Maximum <ul style="list-style-type: none"> <li>• Calendar Year</li> <li>• Orthodontic Lifetime</li> </ul>		\$1,000 per person 12-month waiting period for orthodontic services	\$0 *****	\$1,250 \$1,500 (12-month waiting period for orthodontic services)
Visits and Exams <ul style="list-style-type: none"> <li>• Office visit</li> <li>• Oral Exam</li> <li>• X-rays</li> </ul>	You pay 0%	You pay any charges in excess of Allowed Amount*	Office visit: \$5 Oral exam: \$0 X-rays: \$0	Copays vary by service according to Patient Charge Schedule*
Basic Services <ul style="list-style-type: none"> <li>• Fillings</li> <li>• General Services</li> <li>• Space Maintainers</li> </ul>	You pay 0%	You pay 20% and any charges in excess of Allowed Amount*	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*
Major Services <ul style="list-style-type: none"> <li>• Crowns</li> <li>• Dentures/Bridges</li> </ul>	You pay 50%	You pay 50% and any charges in excess of Allowed Amount*	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*
Orthodontic Services	Not Covered	Not Covered	Copays vary by service according to Patient Charge Schedule*	Copays vary by service according to Patient Charge Schedule*

\*The benefit percentage applies to the schedule of maximum allowable charges. Maximum allowable charges are limitations on billed charges in the geographic area in which the expenses are incurred.

Monthly Dental Plan Rates			
Coverage Level	Dental PPO	Dental HMO	Dental EPO
Retiree Only	\$24.13	\$7.76	\$18.02
Retiree + Spouse	\$48.27	\$14.29	\$33.15
Retiree + Child(ren)	\$49.23	\$14.36	\$33.32
Retiree + Family	\$73.39	\$20.20	\$46.86

## Vision Plan Overview

The City of Dallas will offer two Vision plan options for 2014: the Standard Plan and the Buy-up Plan. The Buy-up Plan will include the following additional lens options: polycarbonate lenses and standard anti-reflective coating. Polycarbonate lenses are impact-resistant lenses that are often utilized in children's eyewear. Standard anti-reflective coating will aid in glare reduction. The Buy-up Plan also includes an out-of-network laser surgery benefit.

Benefit/Service	Standard Plan		Buy-up Plan	
	UHC Network Provider	Out-of-Network Reimbursement <sup>1</sup>	UHC Network Provider	Out-of-Network Reimbursement <sup>1</sup>
<b>Comprehensive Exam (every 12 months)</b>	\$10 copay	up to \$40.00	\$10 copay	up to \$40.00
<b>Materials</b>	\$25 copay	See spectacle lenses and frame benefit below	\$25 copay	See spectacle lenses and frame benefit below
<b>Spectacle Lenses* (every 12 months)</b> Standard Plan: <ul style="list-style-type: none"> <li>• Standard Scratch-Resistant Coating</li> </ul> Buy-up Plan: <ul style="list-style-type: none"> <li>• Standard Scratch-Resistant Coating</li> <li>• Polycarbonate Lenses</li> <li>• Standard Anti-Reflective Coating</li> </ul>	\$25 copay	Single Vision up to \$40.00 Bifocal up to \$60.00 Trifocal up to \$80.00 Lenticular up to \$80.00	\$25 copay	Single Vision up to \$40.00 Bifocal up to \$60.00 Trifocal up to \$80.00 Lenticular up to \$80.00
<b>Frames (every 24 months)</b>	\$130.00 retail frame allowance	Up to \$45.00	\$130.00 retail frame allowance	Up to \$45.00
<b>Contact Lenses** (every 12 months)</b> <ul style="list-style-type: none"> <li>• Fitting/evaluation</li> <li>• Contacts</li> <li>• Two follow-up visits (after \$25 copay).</li> </ul>	Covered-in-full selection or \$105.00 allowance	Elective up to \$105.00 Necessary up to \$210.00	Covered-in-full selection or \$105.00 allowance	Elective up to \$105.00 Necessary up to \$210.00
<b>Laser Vision***</b>	N/A	N/A	N/A	Lifetime Max Reimbursement of \$500

<sup>1</sup>Out-of-Network Reimbursements: Receipts for services and materials purchased on different dates must be submitted together at the same time to receive reimbursement. Receipts must be submitted within 12 months of date of service to the following address: UHC Vision, ATTN: Claims Dept., P. O. Box 30978, Salt Lake City, UT 84130.

\*Benefits available every 12 to 24 months (depending on the benefit frequency), based on last date of service.

\*\*Your \$105 Contact Lens allowance is applied to the fitting/evaluation fees and the purchase of the contact lenses. For example, if the fitting/evaluation fee is \$30, you will have \$75 toward the purchase of contact lenses. The allowance may be separated at some retail chain locations between the examining physician and the optical store. If you chose disposable contacts, you may receive up to four boxes of disposable contacts (depending on prescription). This benefit is covered in lieu of eyeglasses when obtained from a network provider. Toric, gas permeable and bifocal contacts are all examples that are outside our covered-in-full selection.

\*\*\*UHC has partnered with the Laser Vision Network of America (LVNA) to provide members with access to discounted laser correction providers (877-25-SIGHT).

Monthly Vision Plan Rates		
Coverage Level	Standard Plan	Buy-up Plan
Retiree Only	\$4.79	\$5.76
Retiree + Spouse	\$8.75	\$10.52
Retiree + Child (ren)	\$9.19	\$11.04
Retiree + Family	\$14.14	\$17.01

## **Medicare Plan Overview**

### Coverage Includes:

- ❖ Post-65 Medicare Supplemental Plan Rates
- ❖ Medicare Part A (Plan C)
- ❖ Medicare Part B (Plan C)
- ❖ Medicare Part A (Plan F)
- ❖ Medicare Part B (Plan F)
- ❖ Medicare Part A (Plan K)
- ❖ Medicare Part B (Plan K)

### Medicare Prescription Drug Plans

- ❖ United Medicare Rx (Option I)
- ❖ United Medicare Rx (Option II)
- ❖ UHC Group Medical Advantage (Low Option)
- ❖ UHC Group Medical Advantage (High Option)

## Post-65 Medicare Supplemental Plan Rates

<b>AARP Supplement Plan Rates</b>			
Tier	Plan C	Plan F	Plan K
Retiree Only	\$149	\$149	\$55
Retiree + Spouse	\$330	\$303	\$134
Spouse Only	\$222	\$219	\$67

<b>United Medicare Rx</b>		
Tier	Part D <sup>^</sup> (Option 1)	Part D <sup>^^</sup> (Option 2)
Retiree Only	\$147	\$89
Retiree + Spouse	\$355	\$228
Spouse Only	\$177	\$160

<sup>^</sup>Option 1 has full gap coverage for Brand name and Generic drugs.

<sup>^^</sup>Option 2 has full gap coverage for Generic drugs only; donut hole would apply only to Brand name drugs.

<b>UHC Group Medicare Advantage</b>		
Tier	High Option	Low Option
Retiree Only	\$185	\$121
Retiree + Spouse	\$530	\$178
Spouse Only	\$349	\$241

### Medicare Supplemental Plans

#### Monthly Cost for Texas Residents

Rates are for Texas residents only. Rates for other states will vary. All rates subject to change during 2014. Actual rates, which may contain discounts or surcharges, are subject to change and will be provided in the enrollment kits provided to prospective insured. Retirees also will pay Medicare Part B monthly premiums.

#### <sup>^</sup>Medicare Part D Prescription-only Plan

No medical included. Purchase with or without Medicare Supplement plan. This plan **cannot** be purchased with the PPO plans.

## Plan C

### MEDICARE (PART A) - HOSPITAL SERVICES - PER BENEFIT PERIOD (2014 MEDICARE BENEFITS)

\*A benefit period begins on the first day you receive service as a hospital inpatient and ends after you have been discharged and have not received skilled care in any other facility for 60 consecutive days.

SERVICES	MEDICARE PAYS	PLAN C PAYS	YOU PAY
<b>HOSPITALIZATION*</b> Semiprivate room and board, general nursing and miscellaneous services and supplies First 60 days  61st thru 90th day 91st day and after: <ul style="list-style-type: none"> <li>• While using 60 lifetime reserve days</li> <li>• Once lifetime reserve days are used:                             <ul style="list-style-type: none"> <li>• Additional 365 days</li> <li>• Beyond the additional 365 days</li> </ul> </li> </ul>	All but \$1,184*  All but \$296/day*  All but \$592/day  \$0  \$0	\$1,184 (Part A Deductible)  \$296/day  \$592/day  100% of Medicare-eligible expenses \$0	\$0  \$0  \$0  \$00**  All costs
<b>SKILLED NURSING FACILITY CARE*</b> You must meet Medicare's requirements, including having been in a hospital for at least three days and entered a Medicare-approved facility within 30 days after leaving the hospital <ul style="list-style-type: none"> <li>• First 20 days</li> <li>• 21st thru 100th day</li> <li>• 101st day and after</li> </ul>	All approved amounts All but \$148/day \$0	\$0 Up to \$148/day \$0	\$0 \$0 All costs
<b>BLOOD</b> First three pints Additional amounts	\$0 100%	Three pints \$0	\$0 \$0
<b>HOSPICE CARE</b> You must meet Medicare's requirements, including a doctor's certification of terminal illness	All but very limited copayment/coinsurance for outpatient drugs and inpatient respite care	Medicare copayment/coinsurance	\$0

\*The rates illustrated in this table may not be accurate. Please contact AARP to confirm at 1-800-392-7537.

\*\***NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in the place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits". During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

Medical benefits are subject to change. Please consult the latest *Guide to Health Insurance for People with Medicare*.

**Plan C**

**MEDICARE (PART B) - MEDICAL SERVICES - PER CALENDAR YEAR  
(2014 MEDICARE BENEFITS)**

\*\*\*Once you have been billed \$148 of Medicare-approved amounts for covered services (which are noted with an asterisk), your Part B Deductible will have been met for the calendar year.

<b>SERVICES</b>	<b>MEDICARE PAYS</b>	<b>PLAN C PAYS</b>	<b>YOU PAY</b>
<b>MEDICAL EXPENSES (IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT),</b> such as physician services; inpatient and outpatient medical and surgical services and supplies; physical and speech therapy; diagnostic tests; and durable medical equipment			
<b>First \$147 of Medicare-approved amounts***</b>	\$0	\$147 (Part B Deductible)	\$0
<b>Remainder of Medicare-approved amounts</b>	Generally 80%	Generally 20%	\$0
<b>PART B EXCESS CHARGES</b> (Above Medicare-approved amounts)	\$0	\$0	All costs
<b>BLOOD</b> —First three pints	\$0	All costs	\$0
Next \$141.50 of Medicare-approved amounts***	\$0	\$147 (Part B Deductible)	\$0
Remainder of Medicare-approved amounts	80%	20%	\$0
<b>PARTS A and B</b>			
<b>HOME HEALTH CARE—MEDICARE-APPROVED SERVICES</b>			
<input type="checkbox"/> Medically necessary skilled care services and medical supplies	100%	\$0	\$0
<input type="checkbox"/> Durable medical equipment:			
■ First \$147 of Medicare-approved amounts***	\$0	\$147 (Part B Deductible)	\$0
■ Remainder of Medicare-approved amounts	80%	20%	\$0
<b>OTHER BENEFITS—NOT COVERED BY MEDICARE</b>			
<b>FOREIGN TRAVEL—NOT COVERED BY MEDICARE</b> (Medically necessary emergency care services beginning during the first 60 days of each trip outside the U.S.)			
First \$250 each calendar year	\$0	\$0	\$250 and
Remainder of Charges	\$0	80% to a lifetime maximum benefit of \$50,000	amounts over the \$50,000 lifetime maximum

Medical benefits are subject to change. Please consult the latest Guide to Health Insurance for People with Medicare.

Plan Benefit Tables: Plan F

**Medicare Part A: Hospital Service per Benefit Period<sup>1</sup>**

Service		Medicare Pays	Plan F Pays	You Pay
<b>Hospitalization<sup>1</sup></b> Semiprivate room and board, general nursing and miscellaneous services and supplies	First 60 days	All but \$1,184	\$1,184 (Part A Deductible)	\$0
	Days 61-90	All but \$296/day	\$296/day	\$0
	Days 91 and later while using 60 lifetime reserve days	All but \$592/day	\$592/day	\$0
	After lifetime reserve days are used, an additional 365 days	\$0	100% of Medicare-eligible expenses	\$0 <sup>2</sup>
	Beyond the additional 365 days	\$0	\$0	All costs
<b>Skilled Nursing Facility Care<sup>1</sup></b> You must meet Medicare's requirements, including having been in a hospital for at least three days and entered a Medicare-approved facility within 30 days after leaving the hospital.	First 20 days	All approved amounts	\$0	\$0
	Days 21-100	All but \$148/day	Up to \$148/day	\$0
	Days 101 and later	\$0	\$0	All costs
<b>Blood</b>	First 3 pints	\$0	3 pints	\$0
	Additional amounts	100%	\$0	\$0
<b>Hospice Care</b> Available as long as you meet Medicare's requirements, your doctor certifies you are terminally ill and you elect to receive these services.		All but very limited co-payment/co-insurance for outpatient drugs and inpatient respite care	Medicare co-payment/co-insurance	\$0

**Notes:**

<sup>1</sup> A benefit period begins on the first day you receive service as a hospital inpatient, and ends after you have been discharged and received no skilled care in any other facility for 60 consecutive days.

<sup>2</sup> **NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

Plan Benefit Tables: Plan F (Continued)

**Medicare Part B: Medical Services per Calendar Year**

Service		Medicare Pays	Plan F Pays	You Pay
<b>Medical Expenses</b> INCLUDES TREATMENT IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, such as: physician's services, inpatient and outpatient medical and surgical services and supplies; physical and speech therapy; diagnostic tests; and durable medical equipment.	First \$147 of Medicare-approved amounts <sup>3</sup>	\$0	\$147 (Part B Deductible)	\$0
	Remainder of Medicare-approved amounts	Generally 80%	Generally 80%	\$0
<b>Part B Excess Charges</b> Above Medicare-approved amounts		\$0	100%	\$0
<b>Blood</b>	First 3 pints	\$0	All costs	\$0
	Next \$147 of Medicare-approved amounts <sup>3</sup>	\$0	\$147 (Part B Deductible)	\$0
	Remainder of Medicare-approved amounts	80%	20%	\$0
<b>Clinical Laboratory Services</b>	Tests for diagnostic services	100%	\$0	\$0

**Parts A and B**

Service		Medicare Pays	Plan F Pays	You Pay
<b>Home Health Care</b> Medicare-approved services	Medically necessary skilled care services and medical supplies	100%	\$0	\$0
<b>Durable Medical Equipment</b> Medicare-approved services	First \$147 of Medicare-approved amounts	\$0	\$147 (Part B Deductible)	\$0
	Remainder of Medicare-approved amounts	80%	20%	\$0

**Other Benefits not Covered by Medicare**

Service		Medicare Pays	Plan F Pays	You Pay
<b>Foreign Travel</b> <b>NOT COVERED BY MEDICARE:</b> Medically necessary emergency care services beginning during the first 60 days of each trip outside the U.S.	<b>First \$250 each calendar year</b>	<b>\$0</b>	<b>\$0</b>	<b>\$250</b>
	<b>Remainder of charges</b>	<b>\$0</b>	<b>80% to a lifetime maximum benefit of \$50,000</b>	<b>20% and amounts over the \$50,000 lifetime maximum</b>

**Notes:**

<sup>3</sup> Once you have been billed \$147 of Medicare-approved amounts for covered services, your Part B deductible will have been met for the calendar year.



Plan Benefit Tables: Plan K

Medicare Part A: Hospital Service per Benefit Period<sup>1</sup>

Service		Medicare Pays	Plan K Pays	You Pay
<b>Hospitalization<sup>1</sup></b> Semiprivate room and board, general nursing and miscellaneous services and supplies	First 60 days	All but \$592	\$592 (50% of Part A Deductible)	\$592 (50% of Part A Deductible) ◇
	Days 61-90	All but \$296/day	\$296/day	\$0
	Days 91 and later while using 60 lifetime reserve days	All but \$592/day	\$592/day	\$0
	After lifetime reserve days are used, an additional 365 days	\$0	100% of Medicare-eligible expenses	\$0 <sup>2</sup>
	Beyond the additional 365 days	\$0	\$0	All costs
<b>Skilled Nursing Facility Care<sup>1</sup></b> You must meet Medicare's requirements, including having been in a hospital for at least three days and entered a Medicare-approved facility within 30 days after leaving the hospital.	First 20 days	All approved amounts	\$0	\$0
	Days 21-100	All but \$148/day	Up to \$74/day	Up to \$74/day <sup>◇</sup>
	Days 101 and later	\$0	\$0	All costs
<b>Blood</b>	First 3 pints	\$0	50%	50% <sup>◇</sup>
	Additional amounts	100%	\$0	\$0
<b>Hospice Care</b> Available as long as you meet Medicare's requirements, your doctor certifies you are terminally ill and you elect to receive these services.		All but very limited co-payment/co-insurance for outpatient drugs and inpatient respite care	50% of co-payment/co-insurance	50% of Medicare co-payment/co-insurance <sup>◇</sup>

**Notes:**

<sup>1</sup> A benefit period begins on the first day you receive service as a hospital inpatient, and ends after you have been discharged and received no skilled care in any other facility for 60 consecutive days.

<sup>2</sup> **NOTICE:** When your Medicare Part A hospital benefits are exhausted, the insurer stands in place of Medicare and will pay whatever amount Medicare would have paid for up to an additional 365 days as provided in the policy's "Core Benefits." During this time, the hospital is prohibited from billing you for the balance based on any difference between its billed charges and the amount Medicare would have paid.

◇ You will pay half of the cost sharing of some covered services until you reach the annual out-of-pocket limit of \$4,800 each calendar year. The amounts that count toward your annual limit are noted with diamonds(◇) in the chart above. Once you reach the annual limit, the plan pays 100 percent of the Medicare co-payment and co-insurance fees for the remainder of the calendar year. However, this limit does NOT include charges from your provider that exceed Medicare-approved amounts (these are called "Excess Charges"); you will be responsible for paying the difference of the amount charged by your provider and the amount paid by Medicare for the item or service.

Plan Benefit Tables: Plan K (Continued)

**Medicare Part B: Medical Services per Calendar Year**

Service		Medicare Pays	Plan K Pays	You Pay
<b>Medical Expenses</b> INCLUDES TREATMENT IN OR OUT OF THE HOSPITAL AND OUTPATIENT HOSPITAL TREATMENT, such as: physician’s services, inpatient and outpatient medical and surgical services and supplies; physical and speech therapy; diagnostic tests; and durable medical equipment.	First \$147 of Medicare-approved amounts <sup>5</sup>	\$0	\$0	\$147 (Part B Deductible) <sup>5</sup> ◇
	Preventive Benefits for Medicare-covered Services	Generally 75% or more of Medicare-approved amounts	Remainder of Medicare-approved amounts	All costs above Medicare-approved amounts
<b>Part B Excess Charges</b> Above Medicare-approved amounts		\$0	\$0	All costs (and they do not count toward annual out-of-pocket limit of \$4,640) <sup>4</sup>
<b>Blood</b>	First 3 pints	\$0	50%	50% <sup>v</sup>
	Next \$147 of Medicare-approved amounts <sup>3</sup>	\$0	\$0	\$147 (Part B Deductible) <sup>5</sup> ◇
	Remainder of Medicare-approved amounts	Generally 80%	Generally 10%	Generally 10% ◇
<b>Clinical Laboratory Services</b>	Tests for diagnostic services	100%	\$0	\$0

**Parts A and B**

Service		Medicare Pays	Plan K Pays	You Pay
<b>Home Health Care</b> <b>Medicare-approved services</b>	Medically necessary skilled care services and medical supplies	100%	\$0	\$0
<b>Durable Medical Equipment</b> Medicare-approved services	First \$147 of Medicare-approved amounts <sup>6</sup>	\$0	\$0	\$147 (Part B Deductible) <sup>◇</sup>
	Remainder of Medicare-approved amounts	80%	10%	10% <sup>◇</sup>

**Notes:**

<sup>4</sup> This plan limits your annual out-of-pocket payments for Medicare-approved amounts to \$4,800 per calendar year. However, this limit does NOT include charges from your provider that exceed Medicare-approved amounts (these are called “Excess Charges”); you will be responsible for paying the amount paid by Medicare for the item or service.

<sup>5</sup> Once you have been billed \$147 of Medicare-approved amounts for covered services, your Part B deductible will have been met for the calendar year.

<sup>6</sup> Medicare benefits are subject to change. Please consult the latest *Guide to Health Insurance for People with Medicare*.

## United Medicare Rx™ - Option I

### United MedicareRx Enhance Medicare Part D Prescription Drug Plan

The City of Dallas is pleased to be able to provide with you a Medicare Part D prescription drug plan called United MedicareRx, which is offered through UnitedHealthcare Insurance Company. Coverage will be effective beginning January 1, 2014. With United MedicareRx, you have prescription drug insurance you can count on to protect you and meet your prescription drug needs today and in the future.

Here are some of the key features of this prescription drug coverage:

- No annual deductible or out-of-pocket maximum** – start saving with the first prescription you fill
- Predictable and **affordable flat co-pays** as low as \$10.00 for generic drugs
- No need to worry about the coverage gap or “doughnut hole”; you are fully covered
- A **formulary** that includes 100 percent of the drugs covered by Medicare Part D
- National pharmacy network** with more than 65,000 convenient locations so you are covered at home or while you are traveling across the United States.

#### Part D Benefits

- The United MedicareRx plan has three different levels of co-pays for a 30-day supply of prescription drugs.
- A complete formulary listing will be available on request or online at [www.UnitedMedicareRx.com](http://www.UnitedMedicareRx.com).

<b>Summary of Prescription Drug Benefits (Effective January 1, 2014, through December 31, 2014)</b>		
Drug Benefit	2014 Out-of-Pocket Costs	You Pay
Outpatient Prescription Drugs	\$0 - \$4,550 (a) in Enrollee/Plan Out-of-Pocket	<b>Retail</b> \$10 co-pay for a one month (30 day) supply of <b>Tier 1</b> drugs  \$25 co-pay for a one month (30 day) supply of <b>Tier 2</b> drugs  \$50 co-pay for a one month (30 day) supply of <b>Tier 3 or Specialty Tier</b> drugs  <b>Mail Services</b> \$20 co-pay for a three month (90 day) supply of Tier 1 drugs you get through Our contracted Mail Service Pharmacy  \$50 co-pay for a three month (90 day) supply of Tier 2 drugs you get through our contracted Mail Service Pharmacy  \$100 co-pay for a three month (90 day) supply of Tier 3 drugs you get through our contracted Mail Service Pharmacy
Catastrophic Care	Over \$4,550 (a) in Enrollee Out-of-Pocket	You pay the greater of \$2.55 or 5 percent co-insurance for generic or a preferred brand name drug that is a multi-source drug, and \$6.35 for all other drugs, or 5 percent once your total out-of-pocket costs reach \$4,550

**Your Co-pays for the three tiers are:**

Contracted retail Pharmacy Co-pay Levels	Type of Medication
Tier 1 - \$10	Most generic drugs, lowest co-pay
Tier 2 - \$25	Preferred brand-name drugs, medium co-pay
Tier 3/Specialty - \$50	Non-preferred or unique drugs, higher co-pay

## United Medicare Rx™ - Option II

### United MedicareRx Enhance Medicare Part D Prescription Drug Plan

The City of Dallas is pleased to be able to provide you a Medicare Part D prescription drug plan called United MedicareRx, which is offered through UnitedHealthcare Insurance Company. Coverage will be effective beginning January 1, 2014. With United MedicareRx, you have prescription drug insurance you can count on to protect you and meet your prescription drug needs today and in the future.

Here are some of the key features of this prescription drug coverage:

- No annual deductible or out-of-pocket maximum** – start saving with the first prescription you fill
- Predictable and **affordable flat co-pays** until you reach the gap.
- Coverage Gap (donut hole):** Tier 1 drugs covered at co-pays in the gap. Medicare Part D covered brand medications in the gap at 50-percent co-insurance. A **formulary** that includes 100 percent of the drugs covered by Medicare Part D
- National pharmacy network** with more than 66,000 convenient locations so you are covered at home or while you are traveling across the United States.

#### Part D Benefits

The United MedicareRx plan has three different levels of co-pays for a 30-day supply of prescription drugs. The United MedicareRx plan formulary covers 100 percent of the drugs covered by Medicare Part D.

A complete formulary listing will be available on request or online at [www.UnitedMedicareRx.com](http://www.UnitedMedicareRx.com).

**Your co-pays prior to reaching the gap for the three tiers are:**

Contracted Retail Pharmacy Co-pay Levels	Type of Medication
Tier 1 - \$10	Most generic drugs, lowest co-pay
Tier 2 - \$25	Preferred brand-name drugs, medium co-pay
Tier 3/Specialty - \$50	Non-preferred or unique drugs, higher co-pay

**United Medicare Rx™ - Option II (continued)**

**Summary of Prescription Drug Benefits**  
(Effective January 1, 2014, through December 31, 2014)

Drug Benefit	2014 Out-of-Pocket Costs	You Pay
Outpatient Prescription Drugs	\$0 - \$2,850 (a) in Enrollee/Plan Out-of-Pocket. (Until you reach the coverage gap/donut hole)	<p><b>Retail</b> \$10 co-pay for a one month (30 day) supply of <b>Tier 1</b> drugs</p> <p>\$25 co-pay for a one month (30 day) supply of <b>Tier 2</b> drugs</p> <p>\$50 co-pay for a one month (30 day) supply of <b>Tier 3</b> or <b>Specialty Tier</b> drugs</p> <p><b>Mail Services</b> \$20 co-pay for a three month (90 day) supply of Tier 1 drugs you get through our contracted Mail Service Pharmacy</p> <p>\$50 co-pay for a three month (90 day) supply of Tier 2 drugs you get through our contracted Mail Service Pharmacy</p> <p>\$100 co-pay for a three month (90 day) supply of Tier 3 drugs you get through our contracted Mail Service Pharmacy</p>
Coverage Gap (Donut Hole)	\$2,850 - \$4,550 (a) in Enrollee/Plan/Manufacturer Out of Pocket Expense	<p><b>Retail</b> \$10 co-pay for a one month (30 day) supply of <b>generic drugs</b></p> <p>50% co-insurance for a one month (30 day) supply of Medicare Coverage Brand drugs. (Tier 2 and 3)</p> <p><b>Mail Services</b> \$20 co-pay for a three month (90 day) supply of <b>generic drugs</b> you get through our contracted Mail Service Pharmacy</p> <p>50% co-insurance for a three month (90 day) supply of Medicare coverage brand drugs. (Tier 2 and 3)</p>
Catastrophic Care	Over \$4,550 (a) in Enrollee Out-of-Pocket	You pay the greater of \$2.55 or 5 percent co-insurance for generic or a preferred brand name drug that is a multi-source drug, and \$6.35 for all other drugs, or 5 percent once your total out-of-pocket costs reach \$4,550

## UnitedHealthcare® Group Medicare Advantage

UnitedHealthcare® Group Medicare Advantage - High Option HMO Plan 18409	
Benefits and Coverage	Member's Cost
<b>Physician Services/Basic Health Services</b> Consultation, Diagnosis and Treatment Primary Care Physician Specialist	\$10 co-payment per office visit \$20 co-payment per office visit
<b>Annual Physical Examination</b> Includes Pap smears	\$0 Primary Care Physician
<b>Immunizations</b> Flu Shots, Pneumococcal Vaccine and Hepatitis B Injections All other Medicare-approved Immunizations	Covered in Full Covered in Full
<b>Hospitalization</b>	\$250 co-payment per admission*
<b>Non-network/Out-of-Area Urgent Care</b>	\$25 co-payment
<b>Ambulance Services</b> Medically Necessary Ambulance Transport	\$50 co-payment
<b>Outpatient Surgical Services</b> Certified Ambulatory Surgical Center Outpatient Hospital Facility	\$125 co-payment \$125 co-payment
<b>Outpatient Mental Health Care/Outpatient Substance Abuse Treatment</b>	\$20 co-payment
<b>Inpatient Psychiatric Care/ Inpatient Substance Abuse Treatment</b>	\$250 co-payment per admission, up to 190 days lifetime maximum in a psychiatric hospital
<b>Emergency Services</b> You may go to any emergency room if you reasonably believe you need emergency care	Covered worldwide \$50 co-payment, waived if admitted to hospital within 24 hours for the same condition
<b>Prescription Drugs-Retail</b> (up to 30-day supply)	\$10 generic; \$20 brand name; \$40 non-formulary
<b>Prescription Drugs-Mail Order</b> (90-day supply)	\$20 generic; \$40 brand name; \$80 non-formulary
<b>Renal Dialysis</b>	\$20 at network facility or Medicare facility
<b>Radiation Therapy</b>	\$20 co-payment
<b>Radiology Services</b> Standard X-ray Films Specialized Scanning & Imaging Procedures CT, SPECT, PET, MRI (with or without contrast media)	Covered in Full
<b>Skilled Nursing Facility Care</b>	Covered \$0/day for Days 1-20; \$50/day for Days 21-100; up to 100 days per benefit period** in a Medicare-certified Skilled Nursing Facility
<b>Vision Care</b> Examination for Eyeglasses (Refraction)	\$10 per visit for Medicare-covered eye exams \$20 Specialist co-payment per office visit
<b>Hearing Services</b> Routine Hearing Examination	Medicare diagnostic hearing examinations—\$20 Specialist co-payment per office visit
<b>Chiropractic Services</b>	\$10 co-payment per office visit; Medicare benefit only

\*Inpatient Hospital co-payments are not charged on a per-admission or daily basis. **Original Medicare hospital benefit periods do not apply.** For Inpatient Hospital, you are covered for an unlimited number of days as long as the hospital stay is medically necessary and authorized by UnitedHealthcare or contracting providers. When you are admitted to an Inpatient Hospital and then subsequently transferred to another Inpatient Hospital, you pay the co-payment charged for the first hospital admission. You do not pay a co-payment for the second hospital admission; the co-payment is waived.

\*\*A benefit period begins the day you go to a hospital. The period ends when you have not received care in a hospital or skilled nursing facility for 60 consecutive days. If you go into the hospital after one benefit period has ended, a new benefit period begins. You must pay the skilled nursing facility care co-payment, if applicable, for each benefit period. There is no limit to the number of benefit periods you can have.

## UnitedHealthcare® Group Medicare Advantage

UnitedHealthcare® Group Medicare Advantage - Low Option HMO Plan 18410	
Benefits and Coverage	Member's Costs
<b>Physician Services/Basic Health Services</b> Consultation, diagnosis, and treatment Primary Care Physician Specialist	\$15 co-payment per office visit \$25 co-payment per office visit
<b>Annual Physical Examination</b> Includes Pap smears	Covered in full
<b>Immunizations</b> Flu shots, pneumococcal vaccine and Hepatitis B injections All other Medicare-approved immunizations	Covered in full Covered in full
<b>Hospitalization</b>	\$500 co-payment per admission*
<b>Non-network/out-of-Area Urgent Care</b>	\$25 co-payment
<b>Ambulance Services</b> Medically necessary ambulance transport	\$50 co-payment
<b>Outpatient Surgical Services</b> Certified Ambulatory Surgical Center Outpatient Hospital Facility	\$250 co-payment \$250 co-payment
<b>Outpatient Mental Health Care/ Outpatient Substance Abuse Treatment</b>	\$25 co-payment
<b>Inpatient Psychiatric Care/ Inpatient Substance Abuse Treatment</b>	\$500 co-payment per admission, up to 190 Days lifetime maximum in a psychiatric hospital
<b>Emergency Services</b> You may go to any emergency room if you reasonably believe you need emergency care	Covered Worldwide \$50 co-payment, waived if admitted to hospital Within 24 hours for the same condition
<b>Prescription Drugs – Retail</b> (up to 30 day-supply)	\$15 generic; \$25 brand-name; \$40 non-formulary
<b>Prescription Drugs – Mail Order</b> (90 day-supply)	\$30 generic; \$50 brand-name; \$80 non-formulary
<b>Renal Dialysis</b>	\$25 at network facility or Medicare Facility
<b>Radiation Therapy</b>	\$25 co-payment
<b>Radiology Services</b> Standard X-ray films Specialized scanning and imaging procedures CT, SPECT, PET, MRI—with or without contrast media	\$15 Primary Care Physician \$25 Specialist co-payment, per office visit
<b>Skilled Nursing Facility Care</b>	Covered \$0/day Days 1-20, \$50/day Days 21-100 up to 100 days per benefit period** in a Medicare-certified Skilled Nursing Facility
<b>Vision Care</b> Examination for eyeglasses (Refraction)	\$25 for Medicare covered eye exams, per visit
<b>Hearing Services</b> Routine hearing examination	\$25 for Medicare covered hearing exams, per visit
<b>Chiropractic Services</b>	\$25 co-payment, per office visit; Medicare Benefit only

\*Inpatient Hospital co-payments are not charged on a per admission or daily basis. **Original Medicare hospital benefit periods do not apply.** For Inpatient Hospital, you are covered for an unlimited number of days as long as they hospital stay is medically necessary and authorized by UnitedHealthcare or contracting providers. When you are admitted to an Inpatient Hospital and then subsequently transferred to another Inpatient Hospital, you pay the co-payment charged for the first hospital admission. You do not pay a co-payment for the second hospital admission; the co-payment is waived.

\*\*A benefit period begins the day you go to a hospital. The benefit period ends when you have not received hospital or skilled care (in a SNF) for 60 consecutive days. If you go into the hospital after one benefit period has ended, a new benefit period begins. You must pay the skilled nursing facility care co-payment, if applicable, for each benefit period. There is no limit to the number of benefit periods you can have.

## **Voluntary Benefits: Colonial Life**

Not Sponsored by the City of Dallas  
(available on an individual basis)

- ❖ Accident Insurance
- ❖ Cancer Insurance



## ***Take Advantage of What Colonial Life Has to Offer!***

**You have the opportunity to apply for personal insurance products from Colonial Life! These benefits can enhance your current benefits portfolio and can be customized to fit your individual needs.**

### **Also:**

- ❖ Coverages are available for you and your family with most products.
- ❖ You will enjoy the convenience of premium payment through pension deductions.
- ❖ You will have the ability to take most coverages with you if you change jobs or retire.

The following insurance plans will be offered during your enrollment:

**Accident Insurance** helps offset the direct and indirect expenses such as co-payments, deductibles and other costs not covered by traditional health care plans.

**Cancer Insurance** helps offset the out-of-pocket medical and indirect, non-medical expenses related to cancer treatment.

**A Colonial Life benefits counselor will explain how these benefits can help protect you and your family. Your insurance needs can be reviewed in just a few minutes. With Colonial Life, you can select benefits that help meet your individual needs.**

Products have exclusions and limitations that may affect benefits payable. See the Outline of Coverage for complete details.

### **Pre-65 retirees may enroll in these Colonial Life products by following these steps:**

- ❖ Gather any information you may need to enroll, such as dependents' names, birth dates, ages, Social Security numbers and addresses.
- ❖ Call the Benefits Service Center at 1-888-752-9122 to be transferred to a benefits counselor who will be able to answer your questions and enroll you in the coverage of your choice.

To make changes or apply for Colonial voluntary benefits, please see a Colonial Life benefits counselor who will be available onsite during Open Enrollment or call the Benefits Service Center at 1-888-752-9122; when calling during Open Enrollment, select call options 1, 2 and 1.

For questions regarding your existing Colonial Life coverage, contact the Colonial Life Policyholder Services Department at 1-800-325-4368 or visit the Colonial Life website at [www.coloniallife.com](http://www.coloniallife.com).



**Colonial Life & Accident Insurance Company**  
1200 Colonial Life Boulevard, Columbia, SC 29210  
Policyholder Services: 1-800-325-4368  
Website: [www.coloniallife.com](http://www.coloniallife.com)

## **Legislative Notices**

The following are legal notices regarding your rights under the City-sponsored health plans.

The City of Dallas is required to provide this information to you.

**Notice of Privacy Practices – City of Dallas Health Plans**  
**Effective date: April 14, 2003      Revised: September 19, 2013**

**This notice describes how medical information about you may be used and disclosed and how you may obtain access to this information. This notice addresses the changes set forth in the Final HIPAA Omnibus Rule. Please review carefully.**

**OUR PRIVACY PRINCIPLES**

We are required by law to maintain the privacy of your protected health information and to inform you about:

- the Plan’s practices regarding the use and disclosure of your protected health information.
- your rights with respect to your protected health information.
- the Plan’s duties with respect to your protected health information.
- your right to file a complaint about the use of your protected health information;
- whom you may contact for additional information about the Plan’s privacy practices; and any breach of your unsecured PHI.

This notice explains how we may use and disclose your health information to provide benefits to you and our promise to protect your health information. We understand the importance of maintaining the privacy of this information. We are guided by your rights to make inquiries about how we use or disclose your health information. This notice describes rights accorded to you under the Privacy Rule and our legal obligations regarding them. We shall abide by the terms of this notice for all health or medical information we retain.

In this notice the terms “we,” “us,” “our” and “health plans” are used interchangeably to refer to the health plans listed below. The term “health plans” describes the medical plans offered by the City of Dallas and listed below. The term “health information” refers to information about you or a secondary subscriber to your plan that is used or disclosed to the health plans concerning your physical or mental health or the medical services you received, or your health insurance benefits and payments. Health information includes all identifying information you provide to the health plans to enroll for coverage or health benefits.

This notice applies to the following City of Dallas Health Plans:

- UnitedHealthcare 75/25 Health Reimbursement Account Plan
- UnitedHealthcare 70/30 Exclusive Provider Organization Plan (with \$3,000 deductible)
- Caremark Pharmacy Services plan

If you have any questions regarding this notice, please contact the Privacy Officer:

Privacy Officer  
Call Compliance Hotline: (855)345-4022  
Email: [hipaacompliance@dallascityhall.com](mailto:hipaacompliance@dallascityhall.com)

**HOW YOUR PROTECTED HEALTH INFORMATION MAY BE USED OR DISCLOSED**

We may access your health information at various times depending on the action required to be completed to your account to maintain your health benefits. We may also document your conversations with the Benefits Division. Employees and business associates will have access to view your health information to perform certain activities for the health plans. They will be given access to your information to help you with your inquiries related to your plan. They may also access your information to perform business or administrative functions for the health plans. At all times, we take steps to ensure that no use or disclosure is inconsistent with the Privacy Rule. Your health records pertaining to your mental health (e.g. psychotherapy notes), substance or drug abuse, and alcohol abuse histories and information relating to HIV test result are subject to stricter disclosure rules under Texas law. We require your written authorization or that of your authorized representative to release this information when requested.

## Legislative Notices (Continued)

The City has certified that your health information will not be used for any employment-related actions or decisions or activities that deviate from managing the health plans. Violations of these rules are subject to disciplinary action. Below, we describe the different ways we may use and disclose your health information and provide examples for the different disclosures.

**Treatment:** By itself, the health plans do not provide treatment services (but your health care provider or physician does). We (or the third-party plan administrator) may confirm your health benefits to a health care provider. For example, if your physician wishes to determine whether the plan covers a prospective treatment or medication, they may contact the health plan (or its third-party administrator) for this information.

We may also share your personal information (name, DOB, social security, address or other identifying information) with UnitedHealthcare, or Caremark Pharmacy Services, or other business associates) who update the information we have on file for you in the health plans database(s). For example, a business associate may have access to the health plans' database(s) to add new or additional subscribers to your plan, to make changes to your benefits elections, or to update your profile information – in an effort to provide the most up-to-date information to facilitate the treatment activities of your health care provider.

**To Pay Your Health Insurance Premiums or Benefits:** The health plans may use and disclose your health information to obtain premiums for the health insurance, to pay for the health care services you receive (claims paid by third-party administrator), to subrogate a claim. For example, we may need to provide your health information to a different insurance company to obtain reimbursement for health care benefits provided under the health plans to you or a secondary subscriber. The health plans may also provide your health information to business associates (e.g. billing companies, claims processing companies) that engage in health care claims processing.

**Plan Operations:** We may use and disclose your protected health information for our health care operations activities. This interaction is needed to run the plans more efficiently and provide effective coverage. Health care operation activities could include: administering and reviewing the health plans, underwriting health plan benefits, determining coverage policies, performing business planning, arranging for legal and auditing services, customer service related training activities, or determining plan eligibility criteria, etc. Your information may be shared with business associates that perform a service for the health plans. Note, however, the health plans will never use genetic PHI for underwriting purposes.

The health plans will only disclose the minimum information necessary with respect to the amount of health information used or disclosed for these purposes. In other words, only information relating to the task being performed will be used or disclosed. Information not required for the task will not be used or disclosed.

The health plans may also contact you to provide information about treatment alternatives or other health-related benefits and services that may be of interest to you.

**To Business Associates:** We may share your health information with third-party business associates who perform certain business activities for the health plans. Examples include consultants, billing or claims processing companies, interpreters, and auditors. Business associates are required through contract with us and by law to appropriately safeguard your PHI.

The health plans are also allowed to use or disclose your health information without your written authorization as required by law.

**Disposal of Protected Health Information:** Once we no longer need your protected health information we will either destroy it, return it, or if neither is feasible, we will store it securely and prohibit further uses and disclosures except to the extent use or disclosure is unavoidable.

## Legislative Notices (Continued)

**Other Uses and Disclosures Requiring Your Authorization:** We are prohibited from using or disclosing your health information if the use or disclosure is not covered by a situation above. We will ask for your written authorization for other uses or disclosures. If you give us your written authorization to use or disclose your protected health information, you may revoke that permission, in writing, at any time, but not for any actions we have already taken. If you revoke your permission, you must be specific about which entity's permission is being revoked.

### Rights You Have Regarding Your Health Information

**Right to Inspect and Copy:** You have the right to inspect and copy your health information that the Health Plan maintains for enrollment, payment, claims determination, or case or medical management activities, or that the Plan uses to make enrollment, coverage or payment decisions (the "designated record set"). However, you do not have a right to inspect or obtain copies of psychotherapy notes or information compiled for civil, criminal, or administrative proceedings.

The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage. You must submit your request in writing to the Benefits Division. You may be charged a fee for the related costs, such as copying and mailing. If your request to inspect or copy your health information has been denied, you will be notified in writing of your rights of appeal at that time.

**Right to access electronic records:** You may request access to electronic health records (usually compiled by health care providers) or electronic copies of your PHI held in a designated record set, or you may request in writing or electronically that another person receive an electronic copy of these records. The electronic PHI will be provided in a mutually agreed-upon format, and you may be charged for the cost of any electronic media (such as a USB flash drive) used to provide a copy of the electronic PHI.

**Right to Amend:** If you feel that protected health information held in the Health Plan's official file is incorrect or incomplete, you must submit a written request that the information be amended; you must support the basis for your request. We are not required to grant your request if we do not maintain or did not create the information, or if it is correct. We must respond to your request within 60 days, unless a written notice of a 30-day extension is provided.

**Right to an Accounting of Disclosures:** You may seek an accounting of certain disclosures by requesting a list of the times we have shared your health information. Your request must be in writing. Your request should indicate in what form you want the list (for example, paper or electronically). The first list you request within a 12-month period will be free. For additional lists, you may be charged for the costs of providing the list. You will receive a response no later than 60 days from when we receive your request, unless a written notice of a 30-day extension is provided.

**Right to Request Restrictions:** You may request that we limit the way we use or share your health information. You should submit your request in writing. We will consider your request and respond accordingly. We are not required to agree to the request.

**Right to Request Confidential Communications:** You may request that we contact you in a certain way or at a certain location, for example, you can ask that we only contact you at work or by mail. Your request must specify how or where you wish to be contacted. Due to procedural or system limitations, in some instances, it may not be reasonable to send confidential communications to multiple addresses for persons who reside in the same household or derive coverage through the same individual participant. However, the health plans must accommodate your reasonable request to receive communication of PHI by alternative means or at alternative locations, if you clearly state that the disclosure of all or part of the information through normal processes could endanger you in some way. The Privacy Officer will monitor and manage this process according to protections afforded under applicable law.

## Legislative Notices (Continued)

**Right to Receive Notice of A Breach:** You may receive a notice from us regarding the breach of your unsecured health information if you are affected. We will inform you of the action we will take and how you can protect yourself from potential harm.

### Receive a Copy of This Notice

You may ask for a paper copy of this notice by calling the Benefits Division at 1-888-752-9122. You may also view this notice at the health plans websites: [http://www.dallascityhall.com/human\\_resources/benefits\\_employees.html](http://www.dallascityhall.com/human_resources/benefits_employees.html) or [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com).

### Changes To This Notice

We reserve the right to change this notice and will distribute as required. We reserve the right to make the revised notice effective for health information we already have about you as well as any information we receive in the future. We will post the revised copy on the health plans' websites and distribute information about the update as required by the regulations.

### Complaints and Questions

If you have questions about your HIPAA privacy rights or if you believe your rights have been violated, you may contact the City or one of the health plans' representatives listed below or you may file a complaint with the Department of Health and Human Services. You will not be penalized for filing a complaint.

Human Resources Department	Health Plan Representatives Contact Information	
ATTN: Benefits Division 1500 Marilla Street, Room 1D South Dallas, Texas 75201-6390 Phone: 1-888-752-9122 Fax: 1-888-202-5571	UnitedHealthcare (UHC) EPO Plans (75/25/HRA & 70/30) Caremark (CVS) - Prescription Services	800-736-1364 855-465-0023

## Legislative Notices (Continued)

### What is COBRA?

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most employers with group health benefit plans to offer employees the opportunity to continue temporarily their group health care coverage under their employer's plan if their coverage otherwise would cease due to termination, layoff or other change in employment status (referred to as "qualifying events").

### How long must COBRA continuation coverage be available?

- Up to 18 months for termination or reduction of hours
- Up to 29 months to employees who are determined to have been disabled at any time during the first 60 days of COBRA coverage and to the disabled employee's nondisabled beneficiaries.
- Up to 36 months for spouses and dependents due to an employee's death, divorce or legal separation.

### What plans are subject to COBRA?

Group health, vision, dental and health care spending account (EMSP) plans are subject to COBRA.

### What specific events can be qualifying events?

- Death of employee
- Voluntary or involuntary termination of employment (other than by reason of gross misconduct)
- Retirement
- Reduction in hours
- Divorce or legal separation
- Dependent child ceasing to be a dependent

### How much does COBRA cost for City-sponsored plans?

COBRA (includes 2% admin)	70/30/ EPO (Low Option) Monthly Rates*	Tobacco Rate
Member Only	\$355	\$375
Member + Spouse	\$773	\$793
Member + Childr(ren)	\$667	\$687
Member + Family	\$1,011	\$1,031

\*100% Member Contribution

COBRA (includes 2% admin)	70/30/ EPO (High Option) Monthly Rates*	Tobacco Rate
Member Only	\$367	\$397
Member + Spouse	\$801	\$721
Member + Childr(ren)	\$691	\$711
Member + Family	\$1,047	\$1,067

\*100% Member Contribution

COBRA (includes 2% admin)	75/25/HRA EPO Monthly Rates*	Tobacco Rate
Member Only	\$481	\$501
Member + Spouse	\$959	\$979
Member + Childr(ren)	\$879	\$899
Member + Family	\$1,244	\$1,264

\*100% Member Contribution

COBRA Monthly Vision Plan Rates		
Coverage Level	Standard Plan	Buy-up Plan
Member Only	\$4.89	\$5.88
Member + Spouse	\$8.93	\$10.73
Member + Child(ren)	\$9.37	\$11.26
Member + Family	\$14.42	\$17.35

### Women's Health Cancer Rights Act (WHCRA)

#### Enrollment Notice

If you have had or plan to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prosthesis; and
- Treatment of physical complications of the mastectomy, including lymphedema.

COBRA Monthly Dental Plan Rates			
Coverage Level	Dental PPO	Dental HMO	Dental EPO
Member Only	\$24.61	\$7.92	\$18.38
Member + Spouse	\$49.24	\$14.58	\$33.81
Member + Child(ren)	\$50.21	\$14.65	\$33.99
Member + Family	\$74.86	\$20.60	\$47.80

## **Legislative Notices (Continued)**

The benefits provided are subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. If you would like additional information on WHCRA benefits, call your plan administrator at 800-736-1364.

### **Newborns' Act Disclosure**

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider—after consulting with the mother—from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not—under Federal law—require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### **Important Notice About Your Prescription Drug Coverage & Medicare**

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the City of Dallas and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. The City of Dallas has determined that the prescription drug coverage offered by United MedicareRx offered by UnitedHealthcare is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

### **When Can You Join A Medicare Drug Plan?**

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th; however, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two-month Special Enrollment Period (SEP) to join a Medicare drug plan.

### **What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?**

If you are enrolled in the City's Active employee or Pre-65 retiree EPO health plan; that coverage pays for medical expenses in addition to prescription drug expenses which are included the plan's design. As a retiree, if you decide to join a non-City of Dallas sponsored Medicare drug plan, your current City of Dallas coverage will be affected as you cannot be enrolled in two plans. If you decide to join a Medicare drug plan as a retiree that is not sponsored by the City of Dallas and drop your current City of Dallas coverage, be aware that you and your dependents will not be able to get this coverage back. See pages 7- 9 of the CMS Disclosure of Creditable Coverage To Medicare Part D Eligible Individuals Guidance (available at <http://www.cms.hhs.gov/CreditableCoverage/>), which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D.



## Legislative Notices (Continued)

### **When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?**

You should also know that if you drop or lose your current coverage with the City of Dallas and do not join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least one percent of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19 percent higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

### **For More Information About This Notice Or Your Current Prescription Drug Coverage**

Please contact the Benefits Service Center at 1-888-752-9122 or send written correspondence to the following address: Benefits Service Center, 1500 Marilla Street, 1DS, Dallas, TX 75201

**NOTE:** This notice will be provided in each annual enrollment guide and if this coverage through the City of Dallas changes. You also may request a copy of this notice at any time.

### **For More Information About Your Options Under Medicare Prescription Drug Coverage...**

More detailed information about Medicare plans that offer prescription drug coverage is in the *Medicare & You* handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans. For more information about Medicare prescription drug coverage: visit [www.medicare.gov](http://www.medicare.gov)

Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the *Medicare & You* handbook for their telephone number) for personalized help, call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the Web at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them at 1-800-772-1213 (TTY 1-800-325-0778).

**Remember: If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty). To receive a copy of this notice, please use the contact information listed below.**

City of Dallas Benefits Service Center, 1500 Marilla Street, 1DS, Dallas, TX 75201 (Phone) 1-888-752-9122

## **CITY OF DALLAS**

### **Notice of Medical Privacy Practices**

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

### **Protecting Your Personal Health Information**

The City of Dallas understands that your health information is personal and private. We are committed to protecting the privacy of your health information and the health information of your family members that we, and the Health Plans we sponsor for the benefit of our employees, receive and maintain. This health information is referred to in this Notice as "your protected health information."

We are required by law—the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA")—to:

- Make sure that your protected health information is kept private

## **Legislative Notices (Continued)**

- Give you this Notice of our legal duties and privacy practices with respect to your protected health information
- Follow the terms of this Notice, as currently in effect

This Notice is effective April 14, 2003, and applies to all of the medical records the City and our business associates maintain that have been provided to us through the Health Plans. If you are covered under one of the City's insured Health Plans, you may receive a similar notice from your Health Plan's insurance carrier.

### **How Your Personal Health Information May be Used and Disclosed**

The City's Health Plans may disclose your protected health information to the claims payers, to business associates, and to certain employees of the City. These individuals may only use your protected health information for Health Plan payment and operations and certain other limited purposes, as described below. We may not and will not use your protected health information for any employment-related actions or decisions or in connection with any of the City's non-Health Plan benefits. Violations of these rules are subject to disciplinary action.

The City has certified that it will not use or disclose your protected health information other than as provided in this Notice or as required by law. Any business associates who are given your protected health information must agree to be bound by these restrictions and conditions concerning your protected health information.

### **Health Plan Payment**

We will use and disclose your protected health information for Health Plan payment activities. For example, the Health FSA third party administrator ("TPA") will use protected health information to determine coverage eligibility, process reimbursement claims, and coordinate benefits with other health care programs or insurance carriers.

### **Health Care Operations**

We may use and disclose your protected health information for Health Plan operations, such as monitoring the Carriers and TPAs to ensure that they are properly and accurately paying claims in accordance with the terms of the Health Plan documents, and that they are providing proper and timely services to you as required under the Health Plans. Designated employees of the City may receive, use, and disclose protected health information when assisting you with Health Plan problems or questions, such as eligibility, benefit coverage, and appeals. Protected health information also may be used when conducting quality assessment and improvement activities; underwriting and soliciting bids from potential Carriers or TPAs, establishing City and employee premium contributions and funding-related activities; determining need for disease management programs; submitting claims for stop-loss coverage; arranging medical or legal reviews or fraud detection programs; and managing costs. We may also share your protected health information with business associates who assist us in monitoring Health Plan costs, utilization, plan design, Health Plan disputes, and similar Health Plan payment and operations. Our auditors, attorneys, and other business associates may use protected health information in assuring accurate and complete compliance with the Health Plans' terms.

### **As Required By Law or Judicial Order**

We will disclose information about you when required to do so by federal, state or local law, including when required by court orders and subpoenas, or by the police or other authorized governmental organizations. For example, we may disclose protected health information when required by a domestic relations order, a child support order, or a court order involving a civil lawsuit or criminal prosecution. In most instances, this information will be provided by the Carrier or the TPA.

### **To Avert a Serious Threat to Health or Safety**

We may use and disclose protected health information about you when necessary to prevent a serious threat to your health and safety or the health and safety of others. Any disclosure, however, would only be to someone able to help mitigate or prevent the threat to health or safety and only to the extent necessary to mitigate or prevent the problem.

## **Legislative Notices (Continued)**

### **Special Situations**

Although unlikely, we may be required or permitted by HIPAA to use or disclosure protected health information in certain special situations, including, but not limited to, disclosures: (1) required to comply with workers' compensation requirements; (2) to assist law enforcement, such as to identify a missing person or witness; (3) to health oversight agencies, for example in the course of Medicare audits and compliance with other applicable laws; and (4) to report on public health risks, such as to report adverse reactions to medicines.

### **Disposal of Protected Health Information**

Once we no longer need your protected health information we will either destroy it, return it, or if neither is feasible, we will store it securely and prohibit further uses and disclosures except to the extent use or disclosure is unavoidable.

### **Your Written Authorization to Release Information**

In addition to the uses and disclosures of protected health information described in this Notice or as provided in HIPAA regulations, your protected health information will be used or disclosed only with your written permission. If you give us your written authorization to use or disclose your protected health information, you may revoke that permission, in writing, at any time, but not for any actions we have already taken. If you revoke your permission, you must be specific about which entity's permission is being revoked.

## **Your Rights Regarding Your Protected Health Information**

### **Right to Inspect and Copy**

You have the right to inspect and copy your protected health information that is held in the Health Plan's official file, with certain exceptions, such as you cannot be given access to psychotherapy notes or information prepared for litigation. If you request a copy of the information, you may be charged a fee for the related costs, such as copying and mailing. If your request to inspect or copy your protected health information has been denied, you will be notified in writing of your rights of appeal at that time.

### **Right to Amend**

If you feel that protected health information held in the Health Plan's official file is incorrect or incomplete, you must submit a written request that the information be amended; you must support the basis for your request. We are not required to grant your request if we do not maintain or did not create the information, or if it is correct. We must respond to your request within 60 days, unless a written notice of a 30-day extension is provided.

### **Right to an Accounting of Disclosures**

You have the right to request an accounting, or list, of certain uncommon disclosures of your protected health information. Your request for a list of disclosures must state the time period for which you are requesting the accounting, but your request may not cover a time period that is longer than six years and may not include the period before April 14, 2003. Your request should indicate in what form you want the list (for example, paper or electronically). The first list you request within a 12-month period will be free. For additional lists, you may be charged for the costs of providing the list. Your request for an accounting of the disclosures of your protected health information must be responded to no later than 60 days after receipt of the request, unless a written notice of a 30-day extension is provided.

### **Right to Request Restrictions**

You have the right to request a restriction or limitation on the protected health information we use or disclose about you for Health Plan payment or operations. You also have the right to request a limit on the protected health information disclosed about you to someone who is involved in your care or the payment for your care, such as a family member or friend when you are incapacitated or unavailable. In your request for restrictions, you must indicate: (1) what information you want to limit; (2) whether you want to limit the use, disclosure, or both; and (3) to whom you want the limits to apply, for example, prohibit disclosures to your spouse.

## Legislative Notices (Continued)

### **Right to Request Confidential Communications**

You have the right to request that communications with you regarding your protected health information be made in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. Your request must specify how or where you wish to be contacted. Although we are not required to agree to your request, we will accommodate all requests we deem reasonable.

### **Use of Personal Representatives**

Your personal representative may act on your behalf. For example, a parent is a personal representative of a dependent minor, and a person with your power of attorney or a court order may be your personal representative.

### **Changes To This Notice**

We reserve the right to change this Notice and will distribute as required. We reserve the right to make the revised Notice effective for protected health information we already have about you as well as any information we receive in the future. We will post a copy of the current Notice on the Plan websites at [http://dallascityhall.com/human\\_resources/benefits\\_retirees.html](http://dallascityhall.com/human_resources/benefits_retirees.html) and [www.cityofdallasbenefits.com](http://www.cityofdallasbenefits.com).

### **Complaints and Questions**

If you have questions about your HIPAA privacy rights or if you believe your rights have been violated, you may contact the City or one of the Health Plan representatives listed below or you may file a complaint with the Department of Health and Human Services. You will not be penalized for filing a complaint.

Human Resources	Health Plan Representatives Contact Information	
ATTN: Benefits Division 1500 Marilla Street, Room 1D South Dallas, Texas 75201-6390 Phone: 1-888-752-9122 Fax: 1-888-202-5571	United Healthcare (UHC) EPO Plans (75/25/HRA & 70/30)	800-736-1364
	Caremark (CVS) - Prescription Services	855-465-0023
	United Healthcare (UHC) - Flexible Spending Accounts	877-311-7849
	United Healthcare (UHC) - Dental PPO & EPO Plans	877-816-3596
	United Healthcare (UHC) - Dental HMO Plan	800-232-0990
	United Healthcare (UHC) - Vision Standard & Buy-up Plans	800-638-3120
	OptumHealth EAP (Employee Assistance Program)	800-586-6875
	Colonial Life - Voluntary Benefit Plans	800-325-4368
AFLAC - Voluntary Benefit Plans	800-992-3522	

### **Special Enrollment Notice**

If you decline enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for your other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after you or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption or place for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days following the marriage, birth, adoption or placement for adoption.

To request special enrollment or obtain more information, contact the Benefits Service Center at 1-888-752-9122.

## Legislative Notices (Continued)

### **Wellness Program Disclosure**

If it is unreasonably difficult for you to achieve the standards for a reward under the wellness program due to a medical condition, or if it is medically inadvisable for you to attempt to achieve the standards for the reward under this program, call the Benefits Service Center at 1-888-752-9122, and we will work with you to develop another way to qualify for the reward.

### **Children's Health Insurance Program Notice**

#### **Medicaid and the Children's Health Insurance Program (CHIP) Free Offer or Low-Cost Health Coverage to Children & Families**

If you are eligible for health coverage from your employer but are unable to afford the premiums, some states have premium assistance programs that can help pay for coverage. These states use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage but need assistance in paying their health premiums.

If you or your dependents are already enrolled in Medicaid or CHIP, you can contact your state Medicaid or CHIP office to find out if premium assistance is available. If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for one of these programs, you can contact your state Medicaid or CHIP office, or dial **1-877-KIDS-NOW**. You may also go to [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, you can ask the state if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it has been determined that you or your dependents qualify for premium assistance under Medicaid or CHIP, your employer's health plan is required to permit you and your dependents to enroll in the plan—granted that you and your dependents are eligible but not already enrolled in your employer's plan. This is called a "special enrollment" opportunity. **You must request coverage within 60 days of being determined eligible for premium assistance.**

**You may be eligible for payment assistance with your employer's health plan premiums. You should contact your state for information on eligibility:**

Texas Residents: Go to <http://www.gethipptexas.com/> or call **1-800-440-0493**.

To see which states have implemented a premium assistance program since January 31, 2011, or for more information on special enrollment rights, you may use the following resources:

U. S. Department of Labor  
Employee Benefits Security Administration  
Website: [www.dol.gov/ebsa](http://www.dol.gov/ebsa)  
Phone: 1-866-444-EBSA (3272)  
OMB Control Number 1210-0137 (expires 9-30-2014)

U. S. Department of Health and Human Services  
Centers for Medicare and Medicaid Services  
Website: [www.cms.hhs.gov](http://www.cms.hhs.gov)  
Phone: 1-877-267-2323, Ext. 61565

## VENDOR CONTACT LIST

<b>City of Dallas HR-Benefits Service Center</b>	
<b>City of Dallas Benefits Website</b>	<a href="http://www.cityofdallasbenefits.com">www.cityofdallasbenefits.com</a>
Phone	1-888-752-9122
<b>City of Dallas Website</b>	<a href="http://www.dallascityhall.com">www.dallascityhall.com</a>
<b>Medical Plan</b>	
<b>United Healthcare (UHC)</b> EPO and HRA Plans Membership Services EPO/HRA Care 24 Website	1-800-736-1364 1-800-586-6875 <a href="http://www.myuhc.com">www.myuhc.com</a>
<b>Pharmacy Plan</b>	
<b>CVS/Caremark</b> Website	1-855-465-0023 <a href="http://www.caremark.com">www.caremark.com</a>
<b>Vision Plan (UHC)</b>	
Vision Services Website	1-800-638-3120 <a href="http://www.myuhcvision.com">www.myuhcvision.com</a>
<b>Dental Plan (UHC)</b>	
Dental HMO Dental PPO and EPO Website	1-800-232-0990 1-877-816-3596 <a href="http://www.myuhcdental.com">www.myuhcdental.com</a>
<b>Voluntary Benefits - Colonial Life</b>	
Membership Services Website	1-800-325-4638 <a href="http://www.coloniallife.com">www.coloniallife.com</a>
<b>COBRA (UHC)</b>	
Membership Services Website	1-866-747-0048 <a href="http://www.uhcservices.com">www.uhcservices.com</a>
<b>Employee Retirement Fund</b>	
Phone Website	214-580-7700/1-877-246-1791 <a href="http://www.dallaserf.org">www.dallaserf.org</a>
<b>Dallas Police and Fire Pension</b>	
Phone Website	1-800-638-3861/ <a href="http://www.dpfp.org">www.dpfp.org</a>
<b>Wellness (WellAware)</b>	
WellAware Website	<a href="http://cod/HumanResources/WellAware/index.htm">http://cod/HumanResources/WellAware/index.htm</a>
<b>UnitedHealthcare Group Medicare Advantage</b>	
Membership Services (To ask questions, enroll or change plans) Website	1-800-950-9355 <a href="http://www.uhretiree.com">www.uhretiree.com</a>
<b>Medicare Part D Prescription Plan (UHC)</b>	
Membership Services (To ask questions only) City of Dallas Benefits Service Center (To enroll or change plans) Website	1-888-556-6648 1-888-752-9122 <a href="http://www.unitedmedicarerx.com">www.unitedmedicarerx.com</a>
<b>AARP</b>	
Membership Services Website	1-800-392-7537 <a href="http://www.aarphealthcare.com">www.aarphealthcare.com</a>

### **About this Guide**

This 2014 Benefits and Enrollment Guide describes, in non-technical language, the essential features of the City of Dallas Health Benefits Plan (The Plan). This Guide has been prepared as a reference only. It is not an official Master Plan Document for the City of Dallas Health Benefits Plan, which includes dental, vision, life and voluntary benefits. The terms and conditions of coverage under The Plan are determined solely by the Master Plan Document as adopted by the City of Dallas City Council. If there is a difference between what you read in this Guide and what you read in the official Summary Plan Document (SPD), the official Master Plan Document will govern.



**City of Dallas**

Department of Human Resources  
Benefits Service Center | 1500 Marilla Street, Room 1DS | Dallas, TX 75201  
1-888-752-9122 (ph) | 1-888-202-5571 (fax)

The Benefits Service Center is open Monday through Friday from 8:15 a.m. to 5:15 p.m.





**KEY FOCUS AREA:** Public Safety  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Police  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant in the amount of \$74,966 from the Texas Department of Transportation for a statewide Driving While Intoxicated enforcement campaign to operate during various holiday periods for the period December 13, 2013 through September 2, 2014; **(2)** a City contribution of pension costs in the amount of \$20,616; and **(3)** execution of the grant agreement - Total not to exceed \$95,582 - Financing: Current Funds (\$20,616) and Texas Department of Transportation Grant Funds (\$74,966)

**BACKGROUND**

Impaired Driver Mobility grant provides for the reimbursement of overtime salaries paid to officers enforcing Driving while Intoxicated and driving under the Influence laws at targeted locations throughout the City of Dallas. This grant is one of the “Wave” grants from TXDOT that are part of the national traffic safety plan and are awarded to TXDOT grant recipients. The grant is for the increased enforcement of DWI/DUI laws during the following periods: December 13, 2013-January 2, 2014, March 7-23, 2014, June 27-July 7, 2014, and August 15-September 2, 2014.

The Traffic Section of the Field Services Division is requesting this item. The grant award is for a one year period for fiscal year 2013-14.

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

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on June 25, 2003, by Resolution No. 03-1863.

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

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on November 12, 2003, by Resolution No. 03-3107.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on June 23, 2004, by Resolution No. 04-3105.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on August 10, 2005, by Resolution No. 05-2210.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on August 9, 2006, by Resolution No. 06-2035.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 13, 2006, by Resolution No. 06-3410.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 12, 2007, by Resolution No. 07-3720.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 10, 2008, by Resolution No. 08-3360.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 9, 2009, by Resolution No. 09-3038.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 8, 2010, by Resolution No. 10-3063.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 14, 2011, by Resolution No. 11-3350.

Authorized an application for and acceptance of the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant from the Texas Department of Transportation on December 12, 2012, by Resolution No. 12-3055.

**FISCAL INFORMATION**

\$ 74,966 - Texas Department of Transportation Grant Funds

\$ 20,616 - Current Funds

December 11, 2013

**WHEREAS**, the Texas Department of Transportation has made the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant funds available for overtime salaries for a statewide Driving While Intoxicated enforcement campaign during various holiday periods, for the period December 13, 2013 through September 2, 2014; and

**WHEREAS**, the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant will provide \$74,966; and,

**WHEREAS**, the City of Dallas contributes pension costs of \$20,616; and

**WHEREAS**, it is in the best interest of the City of Dallas to apply for and accept such funding.

**Now, Therefore,**

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

**Section 1.** That the City Manager is hereby authorized to apply for and accept the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant No. 2014-Dallas-IDM-00019, CFDA #20.601 in the amount of \$74,966 for the period December 13, 2013 through September 2, 2014, and execute the grant agreement.

**Section 2.** That the City Manager is hereby authorized to establish the appropriation in the Impaired Driving Mobilization Selective Traffic Enforcement Program, Overtime Enforcement grant fund in the amount of \$74,966, in Fund F420, Department DPD, Unit 1522.

**Section 3.** That the City Controller is authorized to deposit grant funds in the amount of \$74,966 into Fund F420, Department DPD, Unit 1522, and Revenue Source 6506.

**Section 4.** That the City Controller is authorized to provide the required match in an amount not to exceed \$20,616 from Fund 0001, Department DPD, Unit 2127. Grant fund F420 will record expenditures in object code 3090 and reimburse General Fund for \$74,966 through object code 5011

**Section 5.** That the City Manager is hereby authorized to reimburse to the Texas Department of Transportation any expenditures identified as ineligible.

**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.

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** 2, 9, 11, 12, 14

**DEPARTMENT:** Public Works Department  
Street Services

**CMO:** Jill A. Jordan, P.E., 670-5299  
Forest E. Turner, 670-3390

**MAPSCO:** Various

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**SUBJECT**

Authorize a professional services contract with Freese and Nichols, Inc. for the engineering design of the Traffic Control and Safety Treatments for the Trail-Road Crossing Project of the Statewide Transportation Enhancement Program – Not to exceed \$105,375 – Financing: Texas Department of Transportation Grant Funds (\$34,957); Dallas County (\$4,020); and 2006 Bond Funds (\$66,398)

**BACKGROUND**

On July 29, 2010, the traffic control and safety treatments for Trail-Road Crossing Project was selected as one of the ten projects in the North Central Texas Council Of Governments (NCTCOG) Metropolitan Planning Area (MPA) for the Texas Department of Transportation’s (TxDOT) Statewide Transportation Enhancement Program (STEP).

On August 8, 2012, Resolution Nos. 12-1970 and 12-1971 authorized the Local Project Advanced Funding Agreement with TxDOT and the Project Specific Agreement with Dallas County, respectively, to provide cost reimbursement and define participation costs for this project. This action will authorize a professional services contract with Freese and Nichols, Inc. for the engineering design of the traffic control and safety treatments for the Trail-Road Crossing Project.

This project represents the initial implementation of a new standard to improve the safety and user-friendliness of the City’s network of trails and street system in the locations where trails currently intersect with the streets. The improvements include such items as signage, pavement markings and safety lighting at seventy (70) signalized and un-signalized trail-road crossings at mid-block and intersection locations. This project will help to satisfy an essential need for residents and visitors to have safer pathways for pedestrian and non-motorized vehicle use. The primary benefit of the project will be to reduce user conflict and confusion at the specified locations throughout the surface transportation system.

**BACKGROUND** (Continued)

The consulting firm, Freese and Nichols, Inc. was selected following a qualifications-based selection process in accordance with the City of Dallas procurement guidelines.

**ESTIMATED SCHEDULE OF PROJECT**

Begin Design	December 2013
Complete Design	April 2014
Begin Construction	July 2014
Complete Construction	December 2014

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

On November 16, 2009, the Dallas City Council Transportation and Environment Committee endorsed the list of candidate projects for the Statewide Transportation Enhancement Program Call for Projects.

On January 6, 2010, City Council authorized the submittal and acceptance of the Statewide Transportation Enhancement Program call for projects for the Traffic Control and Safety Treatments for the Trail-Road Crossing Project and other listed projects by Resolution No. 10-0111.

On August 8, 2012, City Council authorized an Interlocal Agreement with the Texas Department of Transportation to provide cost reimbursement for the Traffic Control and Safety Treatments for Trail-Road Crossing Project of the Statewide Transportation Enhancement Program and, payment to the Texas Department of Transportation for the City's share of design review, engineering and contingency costs, by Resolution No. 12-1970.

On August 8, 2012, City Council authorized a Project Specific Agreement with Dallas County for the Traffic Control and Safety Treatments for the Trail-Road Crossing Project of the Statewide Transportation Enhancement Program, by Resolution No. 12-1971.

**FISCAL INFORMATION**

Texas Department of Transportation Funds - \$34,956.80  
Intergovernmental Revenue - Dallas County - \$4,020.04  
2006 Bond Funds - \$66,398.16

**FISCAL INFORMATION** (Continued)

<b><u>Council District</u></b>	<b><u>Amount</u></b>
2	\$16,860.00
9	\$30,558.75
11	\$11,591.25
12	\$42,150.00
14	<u>\$ 4,215.00</u>
Total	\$105,375.00

**M/WBE INFORMATION**

See attached

**ETHNIC COMPOSITION**

Freese and Nichols, Inc.

Hispanic Female	13	Hispanic Male	40
African-American Female	7	African-American Male	11
Other Female	7	Other Male	12
White Female	159	White Male	311

**OWNER**

**Freese and Nichols, Inc.**

Robert F. Pence, P.E., BCEE, President

**MAP**

Attached

## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize a professional services contract with Freese and Nichols, Inc. for the engineering design of the Traffic Control and Safety Treatments for the Trail-Road Crossing Project of the Statewide Transportation Enhancement Program – Not to exceed \$105,375 – Financing: Texas Department of Transportation Grant Funds (\$34,957); Dallas County (\$4,020); and 2006 Bond Funds (\$66,398)

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

**PROJECT CATEGORY:** Architecture & Engineering

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$101,475.00	96.30%
Total non-local contracts	\$3,900.00	3.70%
<b>TOTAL CONTRACT</b>	<b>\$105,375.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Accessibility and Health & Sfty Consult	BMDB56530Y0214	\$1,745.00	1.72%
Pacheco Kock Consulting Engineering	HMDB58816Y0914	\$21,395.00	21.08%
<b>Total Minority - Local</b>		<b>\$23,140.00</b>	<b>22.80%</b>

#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Integrated Environmental Solutions	WFDB58951Y1014	\$3,900.00	100.00%
<b>Total Minority - Non-local</b>		<b>\$3,900.00</b>	<b>100.00%</b>

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$1,745.00	1.72%	\$1,745.00	1.66%
Hispanic American	\$21,395.00	21.08%	\$21,395.00	20.30%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$3,900.00	3.70%
<b>Total</b>	<b>\$23,140.00</b>	<b>22.80%</b>	<b>\$27,040.00</b>	<b>25.66%</b>



# Trail-Road Crossing Project



**MAPSCO: Various**



December 11, 2013

**WHEREAS**, the City of Dallas (City) recognizes worldwide progress in the evolution of transportation infrastructure toward a more sustainable future, as well as emerging trends among cities and towns in the United States and in the state of Texas which emphasize the provision of substantial alternative transportation choices that are well-integrated within the overall surface transportation system; and,

**WHEREAS**, over 100 miles of off-street multi-use pathways or bike/pedestrian trails have been developed by the City with the help of Federal and State funds intended to mitigate automobile congestion and its negative impacts on air quality by providing bicycle and pedestrian links to places of employment and to transit; and,

**WHEREAS**, a safe, predictable, and efficient travel environment is the primary goal of transportation infrastructure development, and increased accidents, near-miss incidents, conflicts, and delays between bicyclists, pedestrians, and motorists have been observed at the operational at-grade trail-road crossings throughout the city; and,

**WHEREAS**, on January 6, 2010, Resolution No. 10-0111 authorized the submittal and acceptance of the Statewide Transportation Enhancement Program for the Traffic Control and Safety Treatments for the Trail-Road Crossing Project; and,

**WHEREAS**, the Texas Transportation Commission and the Texas Department of Transportation (TxDOT) saw the intended merits of the Traffic Control and Safety Treatments for the Trail-Road Crossing Project of the Statewide Transportation Enhancement Program, and therefore, awarded the City full funding for this project submission on July 29, 2010; and,

**WHEREAS**, on August 8, 2012, Resolution No. 12-1970 authorized a Local Project Advance Funding Agreement with the Texas Department of Transportation to provide cost reimbursements for the Traffic Control and Safety Treatments for the Trail-Road Crossing Project of the Statewide Transportation Enhancement Program and payment to TxDOT in the amount of \$7,705 for the City's share of design review, engineering and contingency costs; and,

**WHEREAS**, on August 8, 2012, Resolution No. 12-1971 authorized a Project Specific Agreement with Dallas County for their participation cost in the amount of \$70,677 for the Traffic Control and Safety Treatments for the Trail-Road Crossing Project of the Statewide Transportation Enhancement Program Project; and,

December 11, 2013

**WHEREAS**, TxDOT requires the STEP project to be implemented within “a reasonable amount of time”, which in this case has been determined that a construction contract be awarded prior to July 29, 2014; and,

**WHEREAS**, Freese and Nichols, Inc. was selected to provide the engineering design of the Traffic Control and Safety Treatments for the Trail-Road Crossing project of the Statewide Transportation Enhancement Program.

**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 professional services contract with Freese and Nichols, Inc. for the engineering design of the traffic control and safety treatments for the Trail-Road Crossing Project of the Statewide Transportation Enhancement Program in an amount not to exceed \$105,375, after it has been approved as to form by the City Attorney.

**Section 2.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Texas Department of Transportation Trail-Road Crossing Project Fund  
Fund F8FD, Dept. STS, Unit 88FD, Act. THRG  
Obj. 4111, Program No. TPF8FD12, CT STS13FRENC1,  
Vendor No. 347200, in an amount not to exceed \$38,976.84

Street and Transportation Improvement Fund  
Fund 6T22, Dept. PBW, Unit P730, Act. THRG  
Obj. 4111, Program No. TPF8FD12, CT STS13FRENC1  
Vendor No. 347200, in an amount not to exceed \$66,398.16

**Section 3.** Texas Department of Transportation (TxDOT) will provide cost reimbursement in an amount not to exceed \$34,956.80 to be deposited into Fund F8FD, Dept. STS, Unit 88FD, Revenue Source 6506. Dallas County will provide cost reimbursement in an amount not to exceed \$4,020.04 to be deposited into Fund F8FD, Dept. STS, Unit 88FD, Revenue Source 6511.

**Section 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Public Works Department  
**CMO:** Jill A. Jordan, P.E., 670-5299  
**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$2,147,152 to be repaid from electric and natural gas energy savings, plus interest, beginning in FY 2014-15 for a period of ten years; **(2)** the establishment of appropriations in an amount not to exceed \$2,147,152 in the Energy Conservation Office LoanSTAR Fund; **(3)** Supplemental Agreement No. 2 to the contract with Schneider Electric Buildings Americas Inc. for construction of energy conservation related projects at various City safety facilities in the amount of \$2,147,152 (list attached); **(4)** measurement and verification of energy savings for a period not to exceed ten years, in the amount of \$570,870 to be paid from electric and natural gas savings; **(5)** the receipt and deposit of funds from Oncor Electric Delivery in the Oncor Rebate Fund; and **(6)** the City Manager to repay the State of Texas Energy Conservation Office LoanSTAR Fund loan over a ten-year period, plus interest, using savings in the City's annual electricity and natural gas budgets - Total not to exceed \$2,718,022, plus interest - Financing: State of Texas Energy Conservation Office LoanSTAR Funds (\$2,147,152) and Current Funds (\$570,870) (subject to annual appropriations)

**BACKGROUND**

In 1997, Chapter 302, Texas Local Government Code approved legislation allowing Cities and political subdivisions to enter multi-year contracts for the purpose of implementing energy related conservation projects and use energy savings to repay the debt for a period up to 15 years. The City has implemented four energy conservation projects.

On May 28, 2013, Administrative Action No. 13-1174 authorized Phase 1 of the Energy Services Contract with Schneider Electric Buildings Americas, Inc. to perform an energy audit and develop energy conservation related projects at various City safety facilities throughout the City of Dallas.

## **BACKGROUND** (Continued)

On June 12, 2013, Resolution No. 13-1022 authorized a Memorandum of Understanding with the State Energy Conservation Office for energy projects at the City's Public Safety Facilities Project in the amount of \$5,000,000.

This Supplemental Agreement No. 2 authorizes energy conservation measures for lighting, commissioning, electric upgrades and power management systems. In addition, Schneider Electric Buildings Americas, Inc. will perform measurement and verification services for a period up to ten years for a total cost not to exceed \$570,870 for this same period. This service will also be paid from guaranteed energy savings.

An independent third party engineering review has been completed by SECO's third party consultant. Project financing for this supplemental agreement will have a term of ten years and will be funded through SECO's LoanSTAR Fund in the amount of \$2,147,152, which will be amortized over a ten-year period at a 2.50% interest rate. This interest rate is considered competitive with the City's most recent debt issuance.

This contract will not require any up-front dollars from the City and will have guaranteed savings. The construction project will be repaid with the realized energy savings on an annual basis for a period of ten years. If the annual savings falls below the amount guaranteed by Schneider Electric Buildings Americans, Inc., they will be contractually obligated to make up the amount of energy savings not realized. Schneider Electric Buildings Americans, Inc. will also provide one year guaranteed bonds renewed on an annual basis throughout the duration of the project to further secure the loan.

The City Manager will repay the SECO loan over ten years, plus interest, through energy savings from the City's annual electricity and natural gas budgets subject to appropriation by the Council, at the beginning of each fiscal year. The guaranteed energy savings will be deducted from the annual electricity and natural gas budget and set aside for the repayment of the loan to SECO Loan Star Funds in an amount of \$2,147,152 plus interest. The City's annual electricity and natural gas budget will include the guaranteed savings for the term of the loan. As exact electric and gas service rates cannot be known over the ten year term of the repayment, the guaranteed savings from the project will be in the form of units of energy (such as kilowatt hours) and not the rate charged. This means that in the event of a rate increase during the repayment term, the dollar value of the utility savings within the City's budget would increase commensurate with the rate adjustment and not negatively impact the City.

This project is eligible to receive energy and demand reduction incentives from Oncor, which will be utilized toward the implementation of this project and other energy conservation efforts.

**ESTIMATED SCHEDULE OF PROJECT**

Retrofit Schedule will be as follows:

Begin Construction	January 2014
Complete Construction	September 2014
Complete Contract	September 2024

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

Authorized a Memorandum of Understanding with the State Energy Conservation Office for energy projects at various City safety facilities in the amount of \$5,000,000 on June 12, 2013, by Resolution No. 13-1022.

Council will be briefed by memorandum concerning this item.

**FISCAL INFORMATION**

State of Texas Energy Conservation Office Loan Star Funds - \$2,147,152  
Current Funds - \$570,870 (subject to appropriations)

**M/WBE INFORMATION**

See attached.

**ETHNIC COMPOSITION**

Schneider Electric Buildings Americas, Inc.

Hispanic Female	10	Hispanic Male	52
African American Female	17	African American Male	26
Other Female	13	Other Male	88
White Female	157	White Male	976

**OWNER**

**Schneider Electric Buildings Americas, Inc.**

Jean-Pascal Tricoire, President and Chief Executive Officer

## Public Safety Facilities and Districts

<u>Facility</u>	<u>Council District</u>
Auto Impound Facility	6
Credit Union/Fire Prevention Facility	2
Jack Evans Police Headquarters	2
New Hampton Pump Station	6
North Central Police Substation	12
Northwest Police Substation	6
Pavaho One & Two Pump Stations	6
Police Academy & Expansion Facility	3
Quartermaster Police Facility	2
Southeast Police Substation	5
Southwest Police Substation	3



## **BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY**

**PROJECT:** Authorize **(1)** the acceptance of a loan from State of Texas Energy Conservation Office Loan Star Funds in the amount of \$2,147,152 to be repaid from electric and natural gas energy savings, plus interest, beginning in FY 2014-15 for a period of ten years; **(2)** the establishment of appropriations in an amount not to exceed \$2,147,152 in the Energy Conservation Office Loan Star Fund; **(3)** Supplemental Agreement No. 2 to the contract with Schneider Electric Buildings Americas Inc. for construction of energy conservation related projects at various City safety facilities in the amount of \$2,147,152; and **(4)** measurement and verification of energy savings for a period not to exceed ten years, in the amount of \$57,087 to be paid from electric and natural gas savings; **(5)** the receipt and deposit of funds, from Oncor Electric Delivery in the Oncor Rebate Fund, and **(6)** the City Manager to repay the State of Texas Energy Conservation Office Loan Star Fund loan over a ten-year period, plus interest using savings in the City's annual electricity and natural gas budgets - Total not to exceed \$2,204,239 plus interest - Financing: State of Texas Energy Conservation Office Loan Star Funds (\$2,147,152) and Current Funds (\$57,087) (subject to annual appropriations)

Schneider Electric Buildings Americas Inc. is a local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractor.

**PROJECT CATEGORY:** Construction

### LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	<u>Amount</u>	<u>Percent</u>
Local contracts	\$1,661,930.00	77.40%
Non-local contracts	\$485,222.00	22.60%
<b>TOTAL THIS ACTION</b>	<b>\$2,147,152.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Axiom Electric Corporation	WFWB56309Y0114	\$207,317.00	12.47%
<b>Total Minority - Local</b>		<b>\$207,317.00</b>	<b>12.47%</b>

#### Non-Local Contractors / Sub-Contractors

None

**TOTAL M/WBE PARTICIPATION**

	<b>This Action</b>		<b>Participation to Date</b>	
	<b><u>Amount</u></b>	<b><u>Percent</u></b>	<b><u>Amount</u></b>	<b><u>Percent</u></b>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$207,317.00	9.66%	\$207,317.00	9.66%
Total	\$207,317.00	9.66%	\$207,317.00	9.66%

December 11, 2013

**WHEREAS**, on May 28, 2013, Administrative Action No. 13-1174 authorized Phase 1 of the Energy Services contract with Schneider Electric Buildings Americas, Inc. to perform an energy audit and develop proposals for energy conservation related projects; and,

**WHEREAS**, the result of the energy audit proposes energy conservation measures for various city safety facilities throughout the City of Dallas; and,

**WHEREAS**, on June 12, 2013, Resolution No. 13-1022 authorized a Memorandum of Understanding with the State Energy Conservation Office for energy projects at various City public safety facilities in the amount of \$5,000,000; and,

**WHEREAS**, in October 2013, this project completed an Independent Third Party Review as required by Chapter 302 of the Texas Local Government Code; and,

**WHEREAS**, on October 15, 2013, Administrative Action No. 13-6706 authorized Supplemental Agreement No. 1 to the Energy Services contract with Schneider Electric Buildings Americas, Inc. to remove the minimum requirement for the photovoltaic solar panels; and,

**WHEREAS**, the terms of the contract stipulate, per the Texas Local Government Code Chapter 302, that the project financing must be repaid from realized annual energy savings, as identified and guaranteed in the contract; and,

**WHEREAS**, this project will be funded through a 2.5% interest rate loan with State of Texas Energy Conservation Office LoanSTAR Fund and then repaid with the guaranteed energy savings for a period of 10 years; and,

**WHEREAS**, it is now desirable to authorize **(1)** the acceptance of a loan from State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$2,147,152 to be repaid plus interest beginning in FY 2014-15 for a period of ten years from electric and natural gas energy savings; **(2)** the establishment of appropriations in an amount not to exceed \$2,147,152 in the State of Texas Energy Conservation Office LoanSTAR Funds; **(3)** Supplemental Agreement No. 2 to the original contract with Schneider Electric Buildings Americas Inc. for construction of energy conservation related projects at various City safety facilities, in an amount not to exceed \$2,147,152; **(4)** measurement and verification for a period not to exceed ten years, in a total amount not to exceed \$570,870 to be paid from electric and natural gas savings; **(5)** the acceptance, deposit, and establishment of appropriations of rebates from Oncor Electric Delivery in the Oncor Rebate Funds, and **(6)** the City Manager to repay the State of Texas Energy Conservation Office LoanSTAR Funds loan over a ten-year period, plus interest, from the State of Texas Energy Conservation Office Loan Repayment Fund using savings in the City's annual electricity and natural gas budgets - Total not to exceed \$2,718,022.

December 11, 2013

**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 ten-year term loan agreement with State Energy Conservation Office (SECO) LoanSTAR Fund, in the amount of \$2,147,152 for the funding of the energy related projects, upon approval as to form by the City Attorney of all loan documents required.

**Section 2.** That the City Controller is hereby authorized to receive and deposit loan proceeds from SECO LoanSTAR Program in the SECO Loan Star Fund 0574, Department PBW, Unit C021, Revenue Source Code 6532.

**Section 3.** That the City Manager is hereby authorized to establish appropriations in the SECO Loan Star Fund 0574, Department PBW, Unit C021, Object Code 4310 in an amount not to exceed \$2,147,152.

**Section 4.** That the City Controller is hereby authorized to receive and deposit the Oncor Rebate funds in the Oncor Rebate Fund EG02, Department PBW, Unit P588 Revenue Source Code 7894.

**Section 5.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 2 to the contract with Schneider Electric Buildings Americas, Inc, for the construction of energy conservation related projects at 10 facilities, in an amount not to exceed \$2,147,152; and for measurement & verification of energy savings in a total amount not to exceed \$570,870 for a ten year period, after it has been approved as to form by the City Attorney.

**Section 6.** That the City Controller is hereby authorized to disburse funds to Schneider Electric Buildings Americas Inc. in accordance with the terms and conditions of Supplemental Agreement #2 from:

SECO Loan Star Fund  
Fund 0574, Department PBW, Unit C021  
Object #4310, Program # PBSECO001, CT PBWPRC021C1  
Vendor #261927 in an amount not to exceed \$2,147,152

December 11, 2013

**Section 7.** That the City Manager is hereby authorized to set aside funds from the annually appropriated electric and natural gas budgets for City departments, in an amount equal to the guaranteed savings, in order to repay the loan and for measurement and verification support services.

**Section 8.** That the City Controller is hereby authorized to disburse funds to the State of Texas to repay the loan, in accordance with the terms and conditions of the loan agreement, in an amount not to exceed \$2,147,152 plus interest over a ten year period, subject to appropriation beginning FY 2014-15, from the electricity and natural gas savings, from:

SECO Loan Repayment Fund	
Fund 0575 Department PBW, Unit DG47	
Object #3535/3536, Program #PBEN1301	
Vendor #269648 in an amount not to exceed	\$2,754,854

**Section 9.** That the City Controller is hereby authorized to disburse funds to Schneider Electric Buildings Americas Inc. for the Measurement & Verification Support Services and Oncor's Energy Rebate application deposit , in accordance with the terms and conditions of Supplemental Agreement #2 from the electricity and natural gas savings, from:

SECO Loan Repayment Fund	
Fund 0575, Department PBW, Unit DG47	
Object #3070, Program #PBEN1301	
Vendor #261927 in an amount not to exceed	\$ 570,870

**Section 10.** That in the event the guaranteed annual energy savings are not fully achieved, the Schneider Electric Buildings Americas, Inc. shall reimburse the City in the amount of the difference between the actual energy savings achieved for the contract year in question and the guaranteed annual energy savings, or the performance security required under the supplemental agreement shall be conducted in such amount as is necessary to make payment of the outstanding loan payment for the contract year in question. Schneider Electric Buildings Americas, Inc. will also maintain Letter of Credit to provide additional loan security in accordance with the terms of the contract. The City Controller is authorized in such event to deposit the proceeds of any reimbursement or performance security collection in SECO Loan Repayment Fund 0575, Department PBW, Unit DG47, Revenue Source Code 8428.

**Section 11.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Public Works Department  
Convention and Event Services  
Police

**CMO:** Jill A. Jordan, P.E., 670-5299  
Forest E. Turner, 670-3390  
Ryan S. Evans, 671-9837

**MAPSCO:** 45P Q U

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**SUBJECT**

Authorize **(1)** the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$2,741,374 to be repaid from electric savings, plus interest, beginning in FY 2014-15 for a period of ten years; **(2)** the establishment of appropriations in an amount not to exceed \$2,741,374 in the State of Texas Energy Conservation Office LoanSTAR Fund; **(3)** the acceptance of energy efficiency rebates from Oncor in the amount of \$1,861,650; **(4)** the establishment of appropriations in an amount not to exceed \$1,861,650 in the Oncor Rebate Fund; and **(5)** Supplemental Agreement No. 2 to the contract with Baker Roofing Company dba Baker Renewable Energy for construction of Photovoltaic Solar arrays at the Dallas Convention Center, City Hall, and Jack Evans Police Headquarters in an amount not to exceed \$4,603,024 - Total amount not to exceed \$4,603,024 - Financing: State of Texas Energy Conservation Office LoanSTAR Funds (\$2,741,374) and Oncor Rebate Funds (\$1,861,650)

**BACKGROUND**

Supplemental Agreement No. 2 is for the installation of roof-mounted Photovoltaic Solar arrays to decrease energy draw from the grid, which will decrease utility costs at Dallas Convention Center, City Hall and Jack Evans Police Headquarters.

Per Texas Government Code, Section 2305.032, cities and political subdivisions may enter into multi-year contracts for the purpose of implementing energy related conservation projects and use energy savings to repay the debt for a period up to fifteen years.

**BACKGROUND** (Continued)

On May 30, 2013, Administrative Action No. 13-0679 authorized Phase 1 of the Energy Services Contract with Baker Roofing Company dba Baker Renewable Energy to perform an energy audit and develop energy conservation related projects at the Dallas Convention Center, not to exceed \$5,000.

The savings meet the terms of Chapter 302, Texas Local Government Code, that the project financing must be repaid from realized annual energy savings, as identified in the contract. As required by Section 302, an independent third party engineering review will be completed by the State Energy Conservation Office's (SECO's) approved third party consultant.

Project financing for this Supplemental Agreement will have a term of ten years and will be funded through SECO's LoanSTAR Fund in the amount of \$2,741,374, which will be amortized over the ten year period at a 2.50% interest rate. This interest rate is considered competitive with the City's most recent debt issuance.

This contract will not require any up-front dollars from the City. It is the intent of this Resolution to authorize the City Manager to set aside the energy savings annually, after appropriation by the City Council, at the beginning of each fiscal year. The energy savings will be deducted from the annual electricity budget and set aside for the repayment of the loan to SECO LoanSTAR Fund in an amount of \$2,741,374 plus interest. The City's annual electricity budget will include the savings for the term of the loan. Due to the electric deregulation, the City's electricity budget may continue to increase, despite the energy efficiency improvements, due to rate changes/increases. Therefore, the savings will be based on consumption and not on the rate.

This project is eligible to receive energy and demand reduction incentives from Oncor. It is the intent of the Resolution to allow the rebates to be given to Baker Roofing Company dba Baker Renewable Energy for the reimbursement of installation costs.

**ESTIMATED SCHEDULE OF PROJECT**

Audit Schedule will be as follows:

Begin Construction	February 2014
Complete Construction	September 2014
Complete Contract	September 2024



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

Authorized a Memorandum of Understanding with the State Energy Conservation Office for energy projects at the Dallas Convention Center in the amount of \$2,980,000, on June 12, 2013, by Resolution No. 13-1020.

Council will be briefed by memorandum concerning this item.

**FISCAL INFORMATION**

State of Texas Energy Conservation Office Loan Star Fund - \$1,741,374  
Oncor Rebate Funds - \$1,861,650

**M/WBE INFORMATION**

See attached.

**ETHNIC COMPOSITION**

**Baker Roofing Company dba Baker Renewable Energy**

Hispanic Female	15	Hispanic Male	262
African-American Female	1	African-American Male	75
Other Female	0	Other Male	13
White Female	41	White Male	278

**OWNER(S)**

**Baker Roofing Company dba Baker Renewable Energy**

William Prentiss Baker III, President, Chairman and Director of Raleigh  
Ms. Rebekah Baker, Chief Financial Officer

**MAP**

Attached.

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize **(1)** the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$2,741,374 to be repaid from electric savings, plus interest, beginning in FY 2014-15 for a period of ten years; **(2)** the establishment of appropriations in an amount not to exceed \$2,741,374 in the State of Texas Energy Conservation Office LoanSTAR Fund; **(3)** the acceptance of energy efficiency rebates from Oncor in the amount of \$1,861,650; **(4)** the establishment of appropriations in an amount not to exceed \$1,861,650 in the Oncor Rebate Fund; and **(5)** Supplemental Agreement No. 2 to the contract with Baker Roofing Company dba Baker Renewable Energy for construction of Photovoltaic Solar arrays at the Dallas Convention Center, City Hall, and Jack Evans Police Headquarters in an amount not to exceed \$4,603,024 - Total amount not to exceed \$4,603,024 - Financing: State of Texas Energy Conservation Office LoanSTAR Funds (\$2,741,374) and Oncor Rebate Funds (\$1,861,650)

Baker Roofing Co., dba Baker Renewable Energy is a non-local, non-minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use the following sub-contractors.

**PROJECT CATEGORY:** Construction

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$502,439.00	10.92%
Total non-local contracts	\$4,100,585.00	89.08%
<b>TOTAL CONTRACT</b>	<b>\$4,603,024.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
A.T.'S Electric Co.	WFDB55936Y0114	\$496,764.00	98.87%
<b>Total Minority - Local</b>		<b>\$496,764.00</b>	<b>98.87%</b>

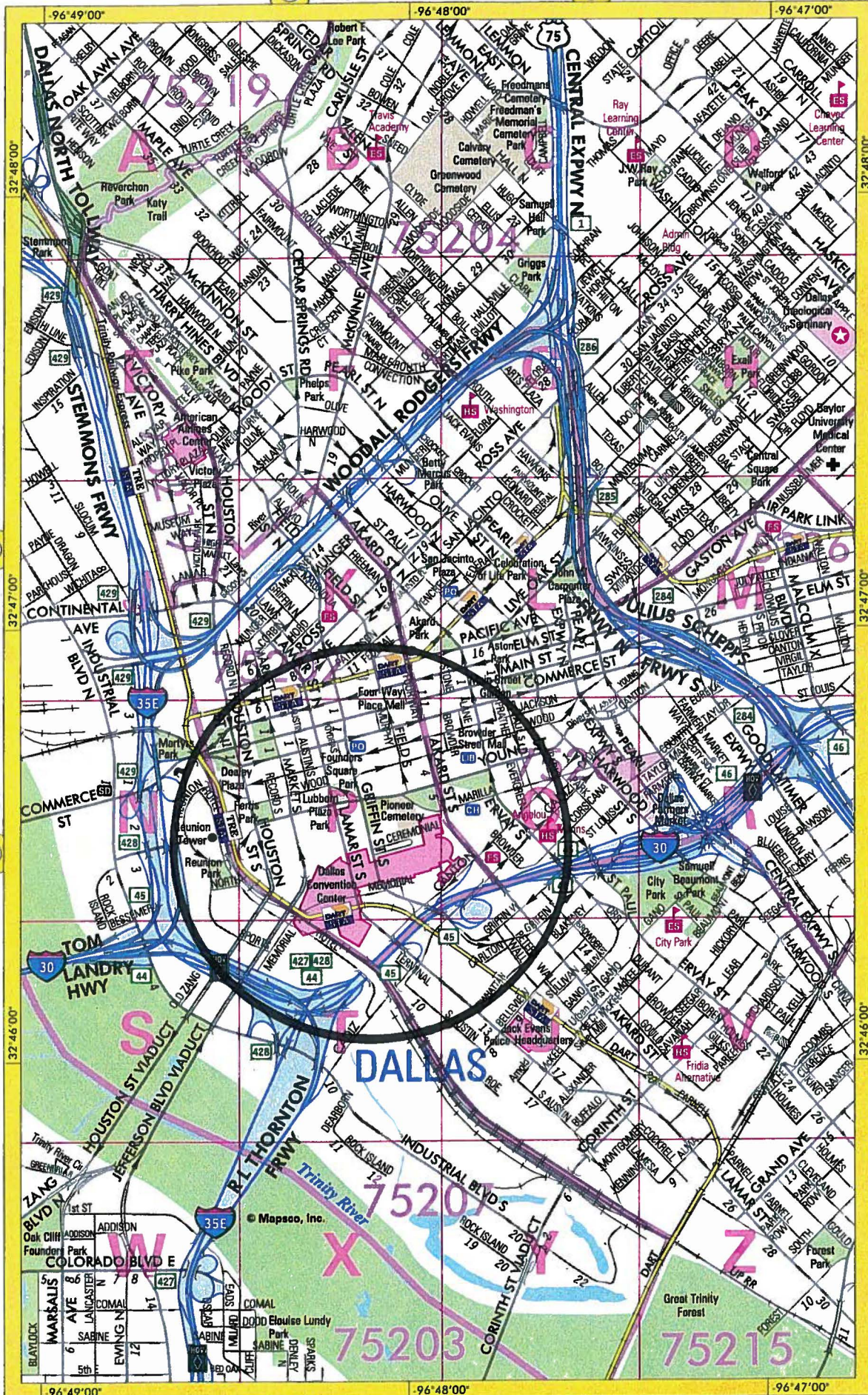
#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Callis Contractors, Inc.	BMDB49475N1113	\$644,423.36	15.72%
<b>Total Minority - Non-local</b>		<b>\$644,423.36</b>	<b>15.72%</b>

**TOTAL M/WBE CONTRACT PARTICIPATION**

	<b><u>Local</u></b>	<b><u>Percent</u></b>	<b><u>Local &amp; Non-Local</u></b>	<b><u>Percent</u></b>
African American	\$0.00	0.00%	\$644,423.36	14.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$496,764.00	98.87%	\$496,764.00	10.79%
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Total	\$496,764.00	98.87%	\$1,141,187.36	24.79%





CONTINUED ON MAP 44

CONTINUED ON MAP 46

CONTINUED ON MAP 44

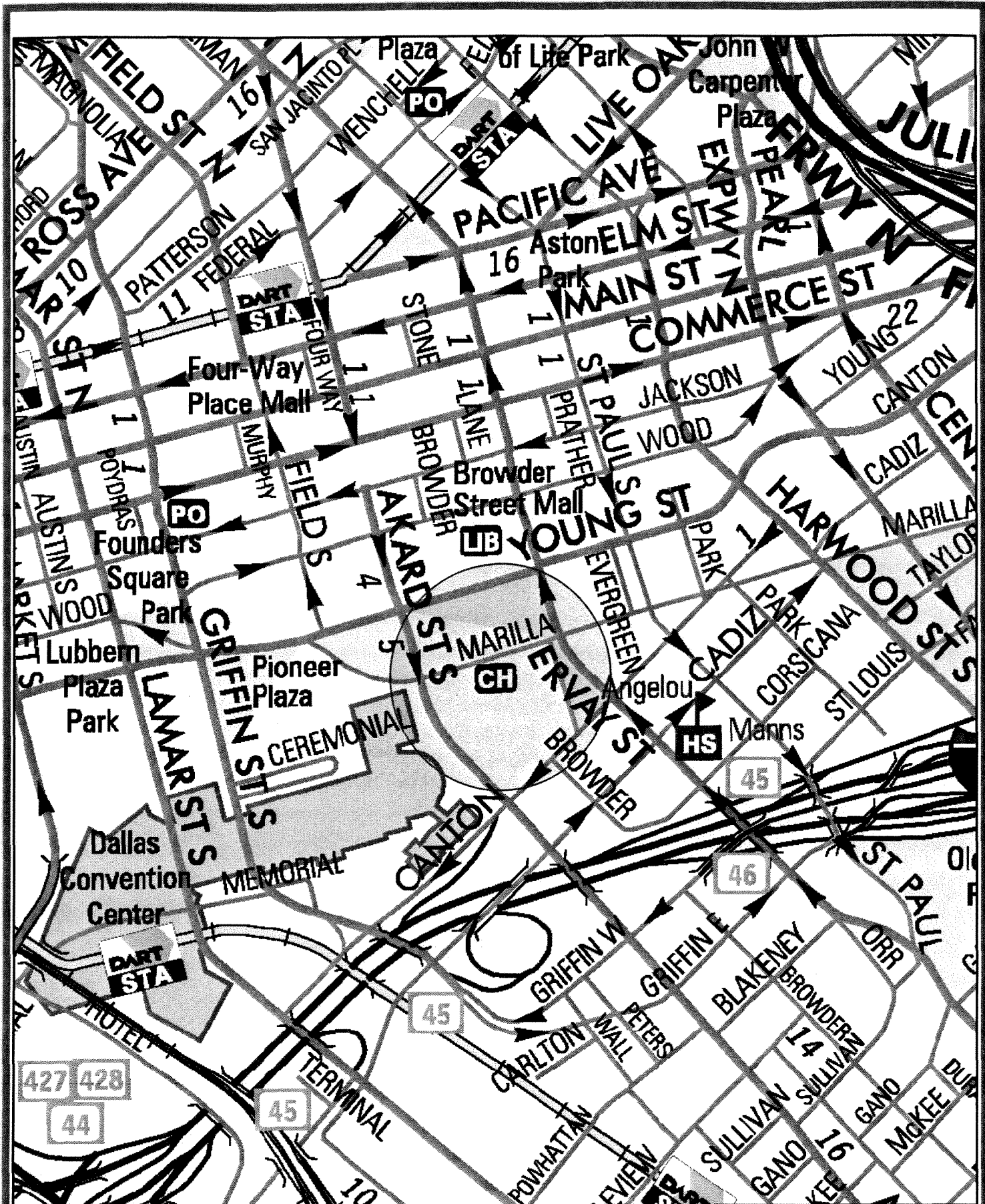
CONTINUED ON MAP 46



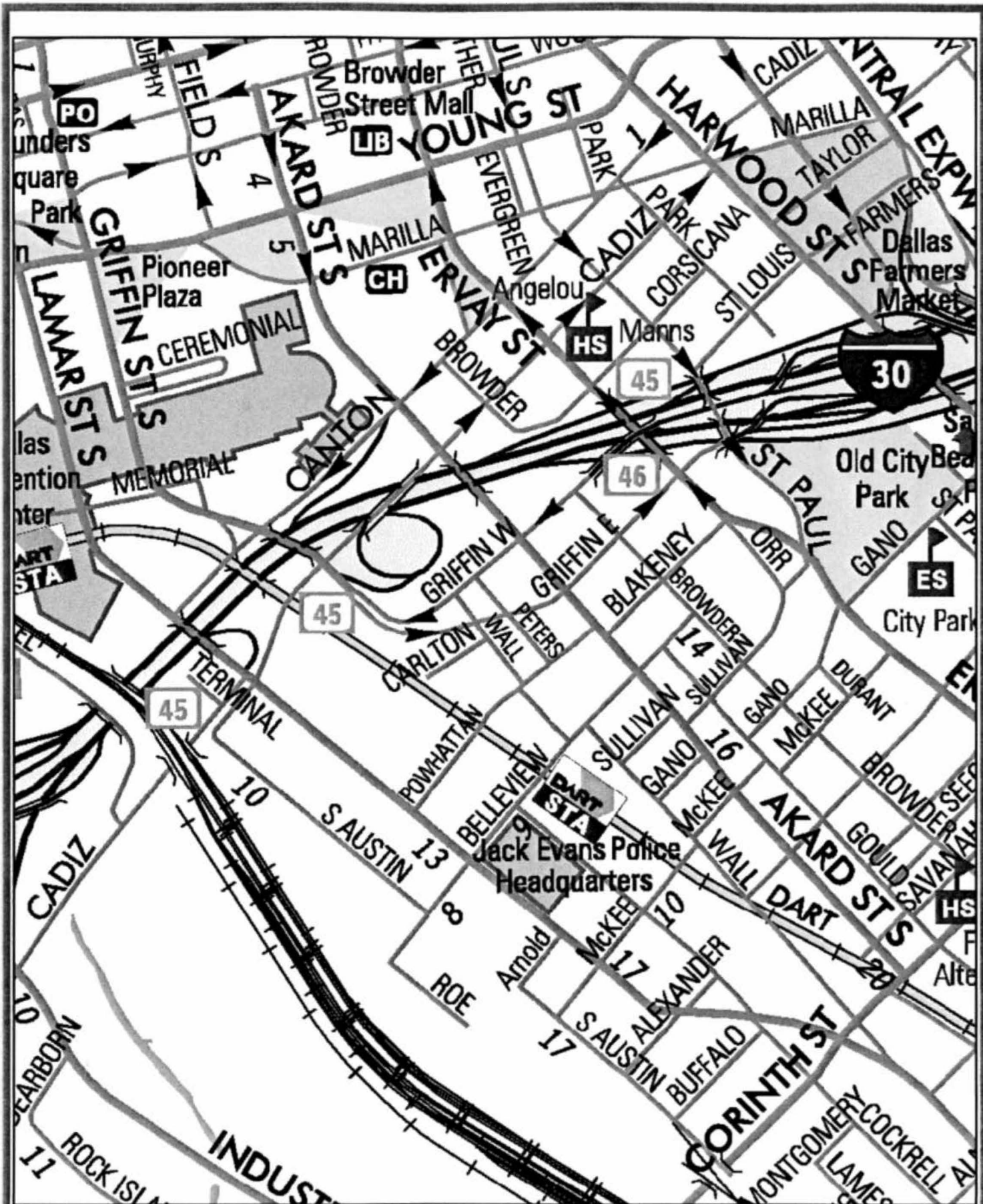
For Central Business District map coverage see pages 10 and 11







Mapsco 45Q



Jack Evans Police Headquarters - 1400 S Lamar St



December 11, 2013

**WHEREAS**, on May 30, 2013, Administrative Action No. 13-0679 authorized a professional services contract with Baker Roofing Company dba Baker Renewable Energy for a detailed audit of the Dallas Convention Center (DCC) in an amount not to exceed \$5,000 for energy saving measures; and,

**WHEREAS**, on June 12, 2013, Resolution No. 13-1020 authorized a Memorandum of Understanding with the State Energy Conservation Office for energy projects to install a solar array at the Dallas Convention Center in the amount of \$2,980,000; and,

**WHEREAS**, on August 30, 2013, Administrative Action No. 13-6704 authorized Supplemental Agreement No. 1 to add City Hall and Jack Evans Police Headquarters to the DCC contract in the amount of \$4,815; and,

**WHEREAS**, the energy audit resulted in proposals for energy conservation measures for Dallas Convention Center, City Hall and Jack Evans Police Headquarters; and,

**WHEREAS**, in November 2013, an independent third party review was completed as required per Chapter 302 of the Texas Local Government Code; and,

**WHEREAS**, the terms of the contract stipulate, per the Texas Local Government Code, Chapter 302, that the project financing must be repaid from realized annual energy savings, as identified and guaranteed in the contract; and,

**WHEREAS**, this project will be funded through a 2.5% interest rate loan with SECO LoanSTAR Fund; and,

**WHEREAS**, it is desirable to authorize **(1)** the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$2,741,374 to be repaid from electric savings, plus interest, beginning in FY 2014-15 for a period of ten years; **(2)** the establishment of appropriations in an amount not to exceed \$2,741,374 in the State of Texas Energy Conservation Office LoanSTAR Fund; **(3)** the acceptance of energy efficiency rebates from Oncor in the amount of \$1,861,650; **(4)** the establishment of appropriations in an amount not to exceed \$1,861,650 in the Oncor Rebate Fund; and **(5)** Supplemental Agreement No. 2 to the contract with Baker Roofing Company dba Baker Renewable Energy for construction of Photovoltaic Solar arrays at the Dallas Convention Center, City Hall, and Jack Evans Police Headquarters in an amount not to exceed \$4,603,024.



December 11, 2013**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 ten year term loan agreement with SECO LoanSTAR Fund, in the amount of \$2,741,374 for the funding of the Photovoltaic Solar array projects, upon approval as to form by the City Attorney of all loan documents required.

**Section 2.** That the City Controller is hereby authorized to receive and deposit loan proceeds from SECO LoanSTAR Funds in the SECO Loan Star Fund 0574, Department PBW, Unit C023, Revenue Source Code 6532.

**Section 3.** That the City Manager is hereby authorized to establish appropriations in the SECO LoanSTAR Fund 0574, Department PBW, Unit C023, Object Code 4310 in an amount not to exceed \$2,741,374.

**Section 4.** That the City Controller is hereby authorized to receive and deposit the Oncor Rebate funds in the Oncor Rebate Fund 0576, Department PBW, Unit C024, Revenue Source Code 6532.

**Section 5.** That the City Manager is hereby authorized to establish appropriations in the Oncor Rebate Fund 0576, Unit C024, Object 3099 in an amount not to exceed \$1,861,650.

**Section 6.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 2 to the contract with Baker Roofing Company dba Baker Renewable Energy for the construction of Photovoltaic Solar arrays at the Dallas Convention Center, City Hall and Jack Evans Police Headquarters, in an amount not to exceed \$4,603,024 after it has been approved as to form by the City Attorney.

**Section 7.** That the City Controller is hereby authorized to disburse funds to Baker Roofing Company dba Baker Renewable Energy in accordance with the terms and conditions of the Supplemental Agreement No. 2 from:

SECO Loan Star Fund  
Fund 0574, Department PBW, Unit C023  
Object 4310, Program #PBSECO003, CT PBWPRC023C1  
Vendor #VS0000077034 in an amount not to exceed \$2,741,374

Oncor Rebate Fund  
Fund 0576, Department PBW, Unit C024  
Object 3099, Program #PBSECO003, CT PBWPRC023C1  
Vendor #VS0000077034 in an amount not to exceed \$1,861,650

December 11, 2013

**Section 8.** That the City Manager is hereby authorized to set aside funds from the annually appropriated electric budgets for City departments, in an amount equal to the savings, in order to repay the loan.

**Section 9.** That the City Controller is hereby authorized to disburse funds to the State of Texas to repay the loan, in accordance with the terms and conditions of the loan agreement, in an amount not to exceed \$2,741,374 plus interest over a ten year period, subject to appropriation beginning FY 2014-15, from the electricity savings, from:

SECO Loan Repayment Fund  
Fund 0575, Department PBW, Unit DG47  
Object #3535/3536, Program #PBSECO003, CT PBWPRC023C1  
Vendor #269648, in an amount not to exceed \$3,517,256

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

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Public Works Department  
**CMO:** Jill A. Jordan, P.E., 670-5299  
**MAPSCO:** N/A

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**SUBJECT**

Authorize **(1)** the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$4,706,995 to be repaid plus interest beginning in FY 2014-15 for a period of ten years from electric and natural gas energy savings; **(2)** the establishment of appropriations in an amount not to exceed \$4,706,995 in the State Energy Conservation Office LoanSTAR Fund; **(3)** Supplemental Agreement No. 2 to the original contract with Pepco Energy Services for construction of energy conservation related projects at 28 City facilities in an amount not to exceed \$4,706,995 (list attached) and **(4)** for measurement and verification for a period not to exceed ten years, in a total amount not to exceed \$593,137 to be paid from electric and natural gas savings; **(5)** the acceptance, deposit, and establishment of appropriations of rebates from Oncor Electric Delivery in the Oncor Rebate Funds; and **(6)** the City Manager to repay the State Energy Conservation Office loan over a ten year period, plus interest, from State of Texas Energy Conservation Office Loan Repayment Fund using savings in the City's annual electricity and natural gas budgets - Total not to exceed \$5,300,132, plus interest - Financing: State of Texas Energy Conservation Office LoanSTAR Funds (\$4,706,995) and Current Funds (\$593,137) (subject to annual appropriations)

**BACKGROUND**

In 1997, Chapter 302, Texas Local Government Code approved legislation allowing Cities and political subdivisions to enter multi-year contracts for the purpose of implementing energy related conservation projects and use energy savings to repay the debt for a period up to 15 years. The City has implemented four energy conservation projects.

On May 28, 2013, Administrative Action No. 13-1175 authorized Phase 1 of the Energy Services Contract with Pepco Energy Services, Inc. to perform an energy audit and develop energy conservation related projects at 28 City facilities throughout the City of Dallas.

**BACKGROUND** (Continued)

On June 12, 2013, Resolution No. 13-1021 authorized a Memorandum of Understanding with the State Energy Conservation Office (SECO) for energy projects at City Hall and various City facilities project in the amount of \$5,000,000.

This Supplemental Agreement No. 2 authorizes energy conservation measures for lighting, controls, commissioning, and staff funding for conservation management programs. In addition, Pepco Energy Services, Inc. will perform measurement and verification services for a period up to ten years for a total cost not to exceed \$593,137 for this same period. This services will also be paid from guaranteed energy savings.

Project financing for this supplemental agreement will have a term of ten years and will be funded through State Energy Conservation Office's (SECO's) LoanSTAR Fund in the amount of \$4,706,995, which will be amortized over a ten-year period at a 2.50% interest rate. This interest rate is considered competitive with the City's most recent debt issuance.

This contract will not require any up-front dollars from the City and guarantees the savings. The construction project will be completely funded out of the SECO's LoanSTAR fund and then repaid with the realized energy savings. As required by terms, the City Manager is authorized to repay the SECO loan over ten years, plus interest, through energy savings from the City's annual electricity and natural gas budgets, subject to appropriation by the Council, at the beginning of each fiscal year. If the annual savings falls below the amount guaranteed by Pepco Energy Services, Inc., they will be contractually obligated to make up the amount of energy savings not realized. Pepco Energy Services will also provide one year guaranteed bonds renewed on an annual basis throughout the duration of the project to further secure the loan.

In the event of a rate increase during the repayment term, the dollar value of the utility savings within the City's budget would increase commensurate with the rate adjustment and not negatively impact the City.

This project is eligible to receive energy and demand reduction incentives from Oncor, which will be utilized toward the implementation of this project and other energy conservation efforts.

**ESTIMATED SCHEDULE OF PROJECT**

Retrofit Schedule will be as follows:

Begin Construction	January 2014
Complete Construction	September 2014
Complete Contract	September 2024

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

Authorized a Memorandum of Understanding with the State Energy Conservation Office for energy projects at City Hall and various City facilities project in the amount of \$5,000,000 on June 12, 2013, by Resolution No. 13-1021.

Council will be briefed by memorandum concerning this item.

**FISCAL INFORMATION**

State of Texas Energy Conservation Office LoanSTAR Fund	\$4,706,995
Current Funds	<u>\$ 593,137</u>
Total	\$5,300,132

**M/WBE INFORMATION**

See attached.

**ETHNIC COMPOSITION**

Pepco Energy Services, Inc.

Hispanic Female	1	Hispanic Male	5
African-American Female	9	African-American Male	15
Other Female	6	Other Male	19
White Female	15	White Male	75

**OWNER**

**Pepco Energy Services, Inc.**

John Huffman, President and Chief Executive Officer

## City Facilities for Energy Conservation Projects

<b><u>Facility</u></b>	<b><u>Council District</u></b>
Oak Cliff Municipal Center	1
North Oak Cliff Library	1
Bachman Lake Branch Library	2
Central Library	2
City Hall	2
Equipment and Building Services Offices	2
Hampton-Illinois Branch Library	2
Lancaster-Kiest Branch Library	4
Pleasant Grove Branch Library	5
Arcadia Park Branch Library	6
Dallas West Library	6
Park Forest Branch Library	6
Martin Luther King Medical	7
Skyline Library	7
Streets Administration Building	7
Dallas ECO Park	8
Lochwood Library	9
Audelia Branch Library	10
Fretz Park Library	11
Renner Frankford Library	12
Timberglen Branch Library	12
Preston Royal Library	13
Courts Building	14
Dallas Museum of Art	14
Latino Cultural Center	14
Oak Lawn Library	14
Skillman-Southwestern Branch Library	14
Thanksgiving Square	14

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize **(1)** the acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Funds in the amount of \$4,706,995 to be repaid plus interest beginning in FY 2014-15 for a period of ten years from electric and natural gas energy savings; **(2)** the establishment of appropriations in an amount not to exceed \$4,706,995 in the State Energy Conservation Office LoanSTAR Fund; **(3)** Supplemental Agreement No. 2 to the original contract with Pepco Energy Services for construction of energy conservation related projects at 28 City facilities in an amount not to exceed \$4,706,995 (list attached) and **(4)** for measurement and verification for a period not to exceed ten years, in a total amount not to exceed \$593,137 to be paid from electric and natural gas savings; **(5)** the acceptance, deposit, and establishment of appropriations of rebates from Oncor Electric Delivery in the Oncor Rebate Funds; and **(6)** the City Manager to repay the State Energy Conservation Office loan over a ten year period, plus interest, from State of Texas Energy Conservation Office Loan Repayment Fund using savings in the City's annual electricity and natural gas budgets - Total not to exceed \$5,300,132, plus interest - Financing: State of Texas Energy Conservation Office LoanSTAR Funds (\$4,706,995) and Current Funds (\$593,137) (subject to annual appropriations)

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

**PROJECT CATEGORY:** Construction

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### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$2,579,149.00	54.79%
Total non-local contracts	\$2,127,846.00	45.21%
<b>TOTAL CONTRACT</b>	<b>\$4,706,995.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Triton	WFWB21128N1014	\$540,663.00	20.96%
Metco Engineering	WFDB58708Y0914	\$240,123.00	9.31%
<b>Total Minority - Local</b>		<b>\$780,786.00</b>	<b>30.27%</b>

**Non-Local Contractors / Sub-Contractors**

<b><u>Non-local</u></b>	<b><u>Certification</u></b>	<b><u>Amount</u></b>	<b><u>Percent</u></b>
Axiom Electric	WFWB56309Y0114	\$454,016.00	21.34%
<b>Total Minority - Non-local</b>		<b>\$454,016.00</b>	<b>21.34%</b>

**TOTAL M/WBE CONTRACT PARTICIPATION**

	<b><u>Local</u></b>	<b><u>Percent</u></b>	<b><u>Local &amp; Non-Local</u></b>	<b><u>Percent</u></b>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$780,786.00	30.27%	\$1,234,802.00	26.23%
Total	<b>\$780,786.00</b>	<b>30.27%</b>	<b>\$1,234,802.00</b>	<b>26.23%</b>



December 11, 2013

**WHEREAS**, Chapter 302 of the Texas Local Government Code, as amended, allows the procurement of energy performance contracts for the purpose of making energy conservation improvements to public buildings; and,

**WHEREAS**, on May 28, 2013, Administrative Action No. 13-1175 authorized a Comprehensive Energy Savings and Photovoltaic (PV) Performance Contract with Pepco Energy Services, Inc. for an energy audit and development of proposals for energy conservation related projects in the amount of \$5,000; and,

**WHEREAS**, the energy audit resulted in proposals for energy conservation measures for City Hall, Dallas Museum of Arts, Oak Cliff Municipal Center, Courts Building, EBS Offices, MLK Medical, and several library facilities throughout the city of Dallas; and,

**WHEREAS**, on June 12, 2013, Resolution No. 13-1021 authorized a Memorandum of Understanding with the State Energy Conservation Office (SECO) for energy projects at City Hall and various City facilities in the amount of \$5,000,000; and,

**WHEREAS**, in October 2013, an independent third party review was completed as required per Chapter 302 of the Texas Local Government Code; and,

**WHEREAS**, the terms of the contract stipulate, per the Texas Local Government Code Chapter 302, that the project financing must be repaid from realized annual energy savings, as identified and guaranteed in the contract; and,

**WHEREAS**, on October 15, 2013, Administrative Action No. 13-6705 authorized Supplemental Agreement No. 1 to the contract with Pepco Energy Services, Inc. to decrease the scope of the agreement to remove the minimum requirement for Pepco to furnish and install the required PV solar panels; and,

**WHEREAS**, it is desirable to authorize **(1)** acceptance of a loan from the State of Texas Energy Conservation Office LoanSTAR Fund in the amount of \$4,706,995 to be repaid plus interest beginning in FY 2014-15 for a period of ten years from electric and natural gas energy savings; **(2)** establishment of appropriations in an amount not to exceed \$4,706,995 in the SECO LoanSTAR Fund; **(3)** Supplemental Agreement No. 2 to the original contract with Pepco Energy Services, Inc. for construction of energy conservation related projects at various City facilities in an amount not to exceed \$4,706,995, and for measurement and verification for a period not to exceed ten years, in an amount not to exceed \$593,137, to be paid from electric and natural gas savings; **(4)** acceptance, deposit, and establishment of appropriations of rebates from Oncor Electric Delivery in the Oncor Rebate Fund, and **(5)** authorize the City Manager to repay the SECO loan over a ten year period, plus interest, from SECO Loan Repayment Fund, using savings in the City's annual electricity and natural gas budgets - Total not to exceed \$5,300,132.

December 11, 2013

**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 ten-year term loan agreement with SECO LoanSTAR Program, in the amount of \$4,706,995 for the funding of the energy related projects, upon approval as to form by the City Attorney, of all loan documents required.

**Section 2.** That the City Controller is hereby authorized to receive and deposit loan proceeds from SECO LoanSTAR Program in the SECO Loan Star Fund 0574, Dept. PBW, Unit C022, Revenue Source Code 6532.

**Section 3.** That the City Manager is hereby authorized to establish appropriations in the SECO Loan Star Fund 0574, Department PBW, Unit C022, Object Code 4310, in an amount not to exceed \$4,706,995.

**Section 4.** That the City Controller is hereby authorized to receive and deposit the Oncor Rebate funds in the Oncor Rebate Fund EG02, Department PBW, Unit P588, Revenue Source Code 7894.

**Section 5.** That the City Manager is hereby authorized to execute Supplemental Agreement No. 2 to the contract with Pepco Energy Services, Inc. for the construction of energy conservation related projects at 28 facilities, in an amount not to exceed \$4,706,995; and for measurement and verification services, in a total amount not to exceed \$593,137 for a ten year period, after it has been approved as to form by the City Attorney.

**Section 6.** That the City Controller is hereby authorized to disburse funds to Pepco Energy Services, Inc. in accordance with the terms and conditions of Supplemental Agreement No. 2 from:

State of Texas Energy Conservation Office Loan Star Fund  
Fund 0574, Department PBW, Unit C022  
Object #4310, Program #PBSECO002, CT PBWPRC022C1  
Vendor #VS0000036947, in an amount not to exceed \$4,706,995

December 11, 2013

**Section 7.** That the City Manager is hereby authorized to set aside funds from the annually appropriated electric and natural gas budgets for City departments, in an amount equal to the guaranteed savings, in order to repay the loan and for measurement and verification support services.

**Section 8.** That the City Controller is hereby authorized to disburse funds to the State of Texas to repay the loan, in accordance with the terms and conditions of the loan agreement, in an amount not to exceed \$4,706,995 plus interest over a ten year period, subject to appropriation, beginning FY 2014-15, from the electricity and natural gas savings, from:

SECO Loan Repayment Fund  
Fund 0575, Department PBW, Unit DG47  
Object #3535/3536, Job #PBSECO002  
Vendor #269648, in an amount not to exceed \$6,039,201

**Section 9.** That the City Controller is hereby authorized to disburse funds to Pepco for the Measurement and Verification Support Services and Oncor's Energy Rebate application deposit, in accordance with the terms and conditions of Supplemental Agreement No. 2 from the electricity and natural gas savings, from:

SECO Loan Repayment Fund  
Fund 0575, Department PBW, Unit DG47  
Object #3070, Job #PBSECO002  
Vendor #VS0000036947, in an amount not to exceed \$ 593,137

**Section 10.** That in the event the guaranteed annual energy savings are not fully achieved, the Pepco Energy Services, Inc. shall reimburse the City in the amount of the difference between the actual energy savings achieved for the contract year in question and the guaranteed annual energy savings, or the performance security required under the supplemental agreement in such amount as is necessary to make payment of the outstanding loan payment for the contract year in question. Pepco Energy Services, Inc. will also maintain a Letter of Credit to provide additional loan security in accordance with the terms of the contract. The City Controller is authorized in such event to deposit the proceeds of any reimbursement or performance security collection in SECO Loan Repayment Fund 0575, Department PBW, Unit DG47, Revenue Source Code 8428.

**Section 11.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.



**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** 7

**DEPARTMENT:** Trinity Watershed Management  
City Attorney's Office  
Park & Recreation

**CMO:** Jill A. Jordan, P.E., 670-5299  
Warren M.S. Ernst, 670-3491  
Joey Zapata, 670-1204

**MAPSCO:** 56 V

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**SUBJECT**

Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the lawsuit styled City of Dallas v. Dallas Demolition Excavating Company, Inc., et al, Cause No. CC-13-02732-A, pending in County Court at Law No. 1, for acquisition from Dallas Demolition Excavating Company, Inc., et al, of approximately 67,795 square feet of land located near the intersection of Stokes Street and Hull Avenue for the South Central/Joppa Gateway Project; and **(2)** settlement of the lawsuit for an amount not to exceed the amount of the Special Commissioners award - Not to exceed \$11,000 (\$9,000 being the amount of the award, plus closing costs and title expenses not to exceed \$2,000); an increase of \$2,600 from the amount Council originally authorized for this acquisition - Financing: 2006 Bond Funds

**BACKGROUND**

On October 10, 2012, City Council authorized the acquisition of approximately 67,795 square feet of land for \$6,400, by Resolution No. 12-2542. The property owners were offered \$6,400 which was based on a written appraisal from an independent certified appraiser. The offer was not accepted by the property owner and the City filed an eminent domain case to acquire the land. By a hearing of the Special Commissioners on November 8, 2013 the property owners were awarded \$9,000. This item authorizes deposit of the amount awarded by the Special Commissioners for the property, which is \$2,600 more than the City Council originally authorized for this acquisition, plus closing costs and title expenses not to exceed \$2,000.

The City has no control over the Special Commissioners appointed by the judge or any award that is subsequently rendered by the Special Commissioners. The City, in order to acquire possession of the property and proceed with its improvements, must deposit the amount awarded by the Special Commissioners in the registry of the Court.

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

Authorized acquisition on October 10, 2012, by Resolution No. 12-2542.

Council will be briefed by memorandum concerning this item.

**FISCAL INFORMATION**

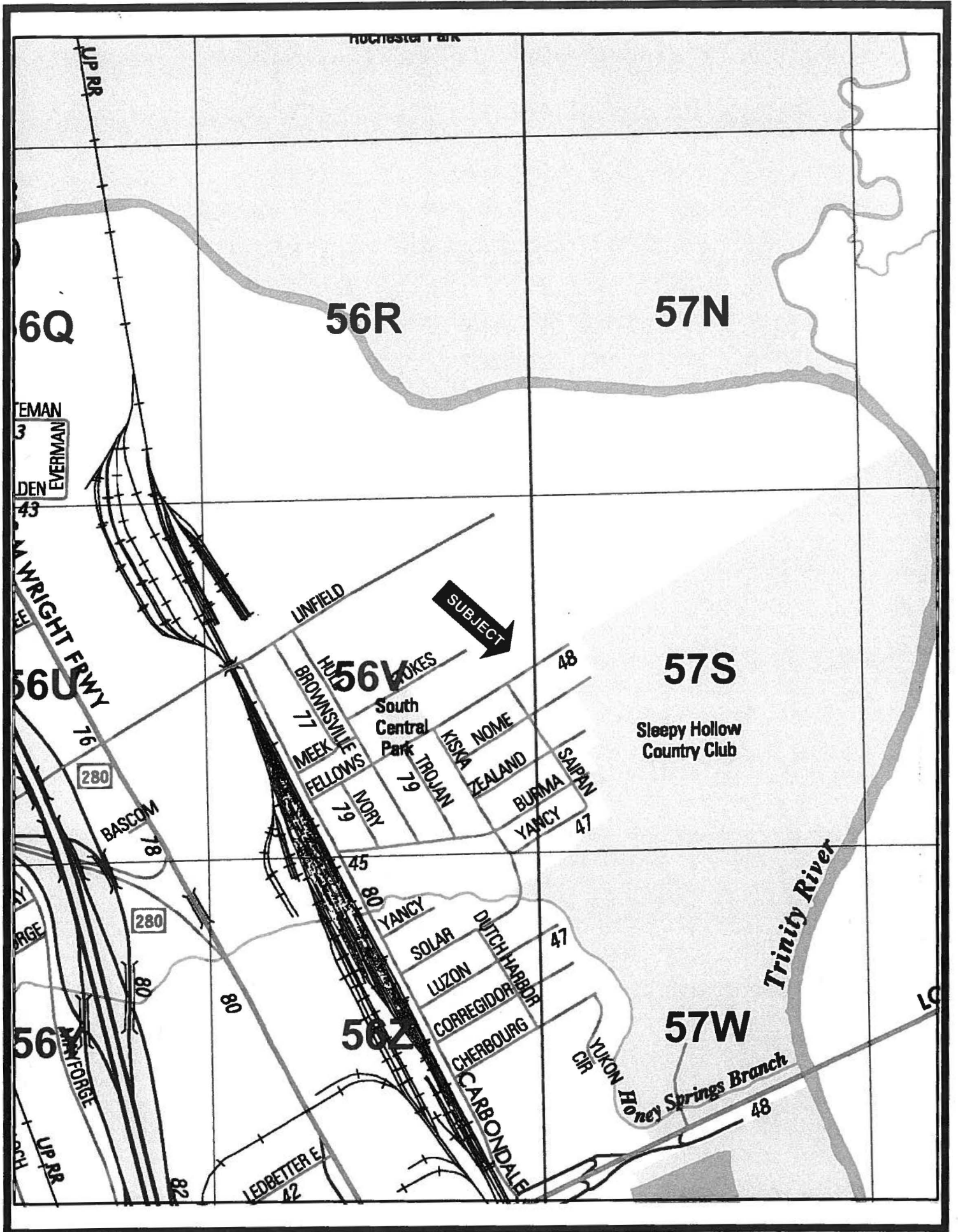
2006 Bond Funds - \$11,000 (\$9,000 plus closing costs and title expenses not to exceed \$2,000)

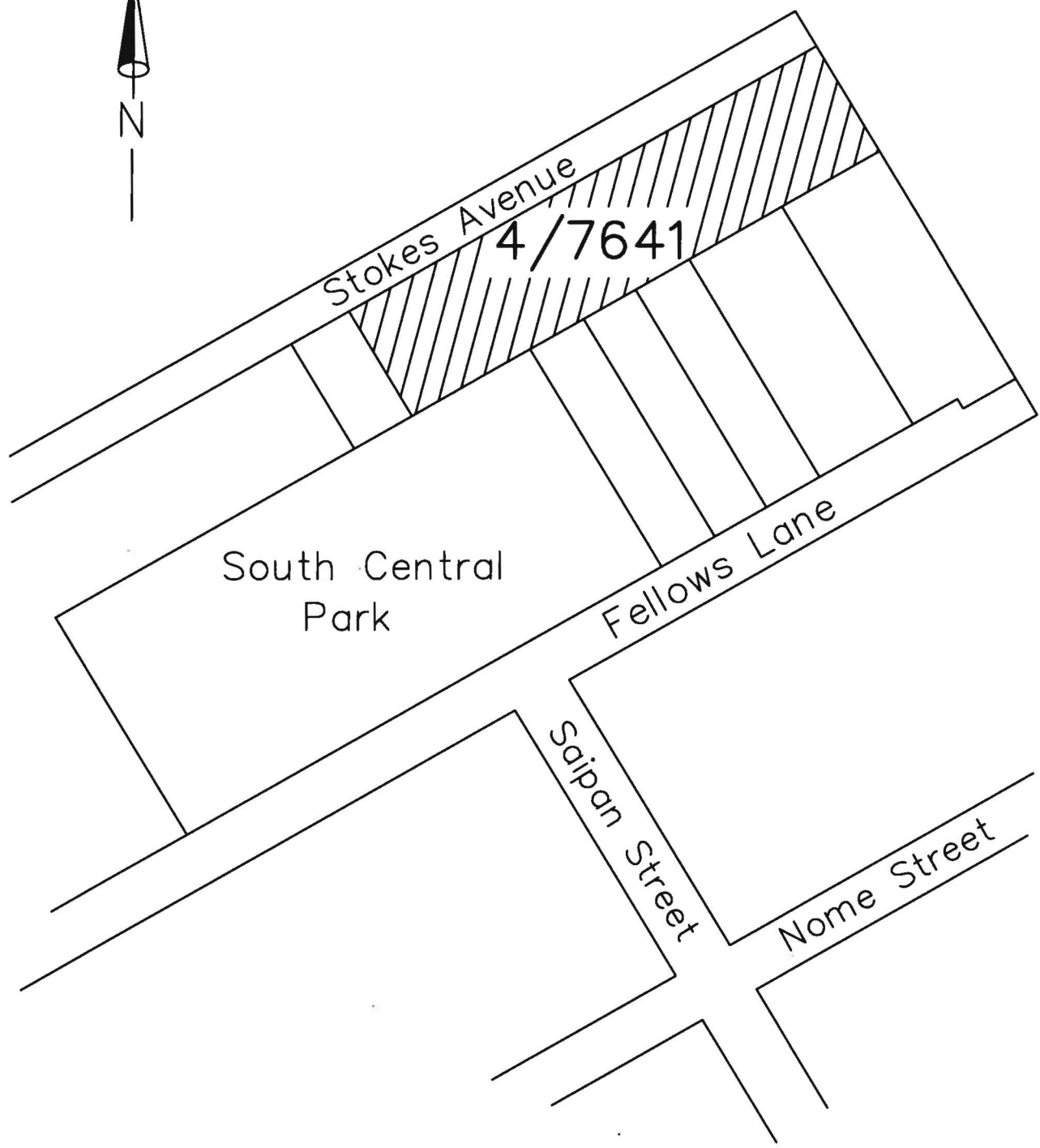
**OWNER**

Dallas Demolition Excavating Company, Inc.

**MAPS**

Attached





 Area to be Acquired



December 11, 2013

**A RESOLUTION AUTHORIZING THE DEPOSIT OF A SPECIAL COMMISSIONERS' AWARD AND SETTLEMENT OF THE CONDEMNATION SUIT FOR THE AWARD.**

**IN THIS RESOLUTION THE FOLLOWING DEFINITIONS SHALL APPLY:**

CONDEMNATION SUIT: Cause No. CC-13-02732-A, in County Court at Law No. 1, and styled City of Dallas v. Dallas Demolition Excavating Company, Inc., et al, filed pursuant to City Council Resolution No. 12-2542.

PROPERTY: Approximately 67,795 square feet of land located in Dallas County, as described in the Condemnation Suit.

PROJECT: South Central/Joppa Gateway

OFFICIAL OFFER: \$6,400.00

AWARD: \$9,000.00

CLOSING COSTS AND TITLE EXPENSES: Not to exceed \$2,000.00

AUTHORIZED AMOUNT: Not to exceed: \$11,000.00

DESIGNATED FUNDS: AWARD: payable out of 2006 Bond Funds: \$9,000, Fund No. 8T00, Department PKR, Unit T283, Activity RFSI, Program No. PK06T283, Object 4210, Encumbrance No. CT-PKR12019345D, CLOSING COSTS AND TITLE EXPENSES payable out of 2006 Bond Funds: \$2,000, Fund No. 8T00, Department PKR, Unit T283, Activity RFSI, Program No. PK06T283, Object 4230, Encumbrance No. CT-PKR12019345D

**WHEREAS**, the Official Offer having been made and refused, the City Attorney filed the Condemnation Suit for the acquisition of the Property for the Project; and,

**WHEREAS**, the Special Commissioners appointed by the Court in the Condemnation Suit made an Award which the City Council wishes to deposit with the County Clerk of Dallas County, Texas, so that the City may take possession of the Property; and,

**WHEREAS**, the City Council desires to authorize the City Attorney to settle the Condemnation Suit for an amount not to exceed the Award;

December 11, 2013

**Now, Therefore,**

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

**SECTION 1.** That the City Controller is hereby authorized and directed to issue a check, paid out of and charged to the Designated Funds, in the amount of the Award payable to the County Clerk of Dallas County, Texas, to be deposited by the City Attorney with the County Clerk and in the amount of the Closing Costs and Title Expenses payable to the title company closing the transaction described herein. The Award, Closing Costs and Title Expenses together shall not exceed the Authorized Amount.

**SECTION 2.** That the City Attorney is authorized to settle the Condemnation Suit for an amount not to exceed the Award.

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

**APPROVED AS TO FORM**

**Warren M. S. Ernst**

**City Attorney**

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



**Assistant City Attorney**

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** 6

**DEPARTMENT:** Trinity Watershed Management  
City Attorney's Office  
Public Works Department

**CMO:** Jill A. Jordan, P.E., 670-5299  
Warren M.S. Ernst, 670-3491

**MAPSCO:** 44 R

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**SUBJECT**

Authorize the **(1)** deposit of the amount awarded by the Special Commissioners in the lawsuit styled City of Dallas v. Dolores Burdine, et al, Cause No. CC-13-02714-E, pending in County Court at Law No. 5, for acquisition from Dolores Burdine, et al, of 680 square feet of land and 351 square feet for a temporary construction easement located near the intersection of North Beckley Avenue and West Commerce Street for the Beckley Avenue Improvement Project; and **(2)** settlement of the lawsuit for an amount not to exceed the amount of the Special Commissioners award - Not to exceed \$39,960 (\$36,960 being the amount of the award, plus closing costs and title expenses not to exceed \$3,000); an increase of \$33,296 from the amount Council originally authorized for this acquisition - Financing: 1998 Bond Funds

**BACKGROUND**

On September 26, 2012, City Council authorized the acquisition of approximately 680 square feet of land and 351 square feet for a temporary construction easement for \$3,664, by Resolution No. 12-2391. The property owner was offered \$3,664, which was based on a written appraisal from an independent certified appraiser. The offer was not accepted by the property owner and the City filed an eminent domain case to acquire the land. After a hearing on October 30, 2013 the Special Commissioners awarded \$36,960. This item authorizes deposit of the amount awarded by the Special Commissioners for the property, which is \$33,296 more than the City Council originally authorized for this acquisition, plus closing costs and title expenses not to exceed \$3,000.

The City has no control over the Special Commissioners appointed by the judge or any award that is subsequently rendered by the Special Commissioners. The City, in order to acquire possession of the property and proceed with its improvements, must deposit the amount awarded by the Special Commissioners in the registry of the Court.

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

Authorized acquisition on September 26, 2012, by Resolution No. 12-2391.

Council was briefed in Closed Session on December 4, 2013.

**FISCAL INFORMATION**

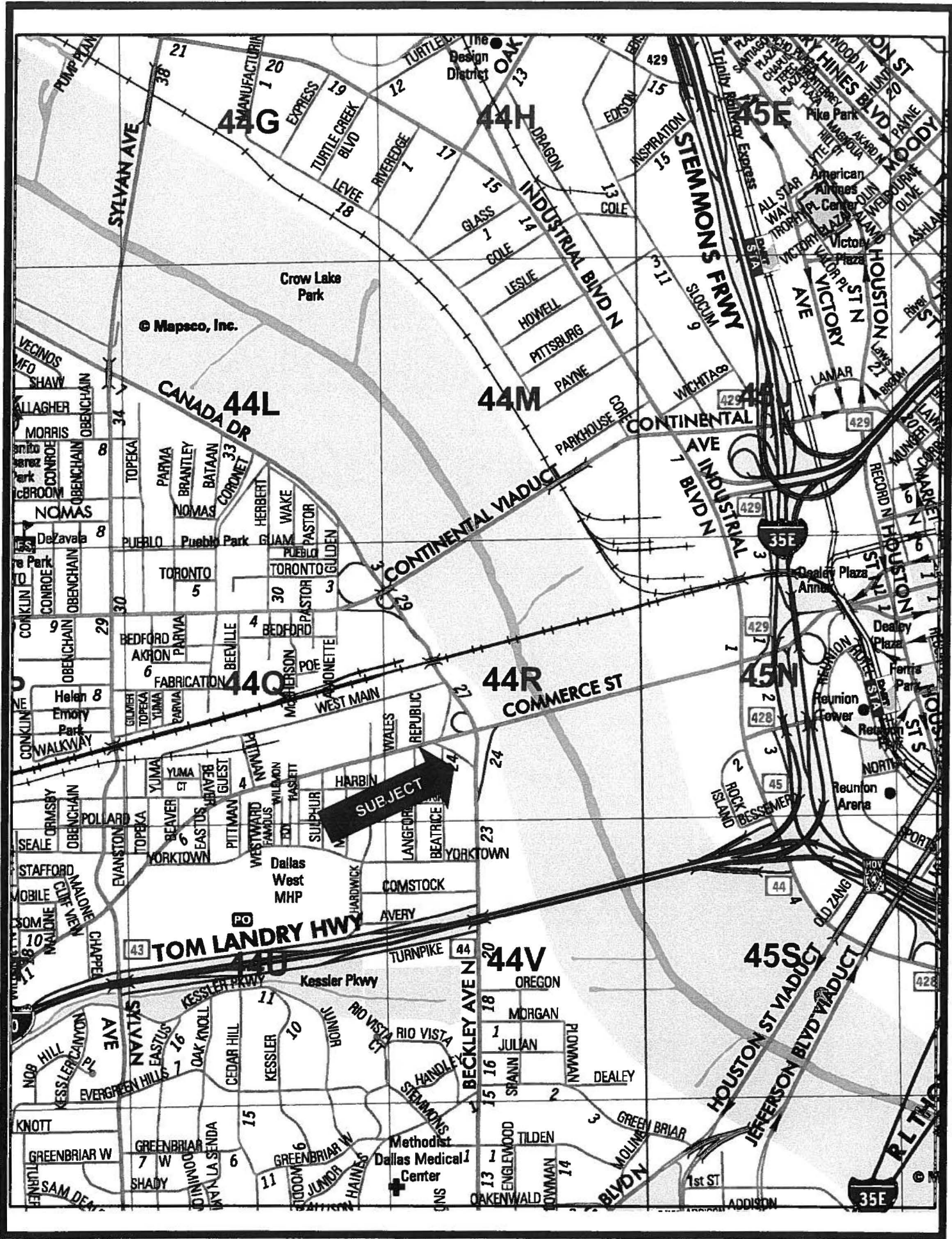
1998 Bond Funds - \$39,960 (\$36,960 plus closing costs and title expenses not to exceed \$3,000)

**OWNER**

Dolores Burdine

**MAPS**

Attached



© Mapscoc, Inc.

**SUBJECT**




W. Commerce Street


Beatrice Street

N. Beckley Avenue

A/6809



Area to be Acquired 

Easement to be Acquired 

December 11, 2013

**A RESOLUTION AUTHORIZING THE DEPOSIT OF A SPECIAL COMMISSIONERS' AWARD AND SETTLEMENT OF THE CONDEMNATION SUIT FOR THE AWARD.**

**IN THIS RESOLUTION THE FOLLOWING DEFINITIONS SHALL APPLY:**

CONDEMNATION SUIT: Cause No. CC-13-02714-E, in County Court at Law No. 5, and styled City of Dallas v. Dolores Burdine, et al, filed pursuant to City Council Resolution No. 12-2391.

PROPERTY: Approximately 680 square feet of land and 351 square feet for a temporary construction easement located in Dallas County, as described in the Condemnation Suit.

PROJECT: Beckley Avenue Improvement Project

OFFICIAL OFFER: \$3,664.00

AWARD: \$36,960.00

CLOSING COSTS AND TITLE EXPENSES: Not to exceed \$3,000.00

AUTHORIZED AMOUNT: Not to exceed: \$39,960.00

DESIGNATED FUNDS: Payable out of the 1998 Bond Funds, Fund No.4P14, Department PBW, Unit N972, Activity TRPP, Program No. PB98N972, Object 4210, Encumbrance No. CT- PBW98N972L1.

**WHEREAS**, the Official Offer having been made and refused, the City Attorney filed the Condemnation Suit for the acquisition of the Property for the Project; and,

**WHEREAS**, the Special Commissioners appointed by the Court in the Condemnation Suit made an Award which the City Council wishes to deposit with the County Clerk of Dallas County, Texas, so that the City may take possession of the Property; and,

**WHEREAS**, the City Council desires to authorize the City Attorney to settle the Condemnation Suit for an amount not to exceed the Award;



December 11, 2013

**Now, Therefore,**

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

**SECTION 1.** That the City Controller is hereby authorized and directed to issue a check, paid out of and charged to the Designated Funds, in the amount of the Award payable to the County Clerk of Dallas County, Texas, to be deposited by the City Attorney with the County Clerk and in the amount of the Closing Costs and Title Expenses payable to the title company closing the transaction described herein. The Award, Closing Costs and Title Expenses together shall not exceed the Authorized Amount.

**SECTION 2.** That the City Attorney is authorized to settle the Condemnation Suit for an amount not to exceed the Award.

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

**APPROVED AS TO FORM**

**Warren M. S. Ernst**

**City Attorney**

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

  
**Assistant City Attorney**



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** 1  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Theresa O'Donnell, 671-9195  
**MAPSCO:** 54H

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**SUBJECT**

An ordinance abandoning a portion of an alley to QuikTrip Corporation, the abutting owner, containing approximately 4,000 square feet of land, located near the intersection of Zang Boulevard and 12th Street, authorizing the quitclaim, and providing for the dedication of approximately 3,348 square feet of land needed for right-of-way - Revenue: \$80,000, plus the \$20 ordinance publication fee

**BACKGROUND**

This item authorizes the abandonment of a portion of an alley to QuikTrip Corporation, the abutting owner. The area will be included with the property of the abutting owner for the construction of a QuikTrip gas station and convenience store. The owner will dedicate approximately 3,348 square feet of land needed for right-of-way.

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 was deferred by Councilmember Griggs on November 12, 2013.

**FISCAL INFORMATION**

Revenue: \$80,000, plus the \$20 ordinance publication fee

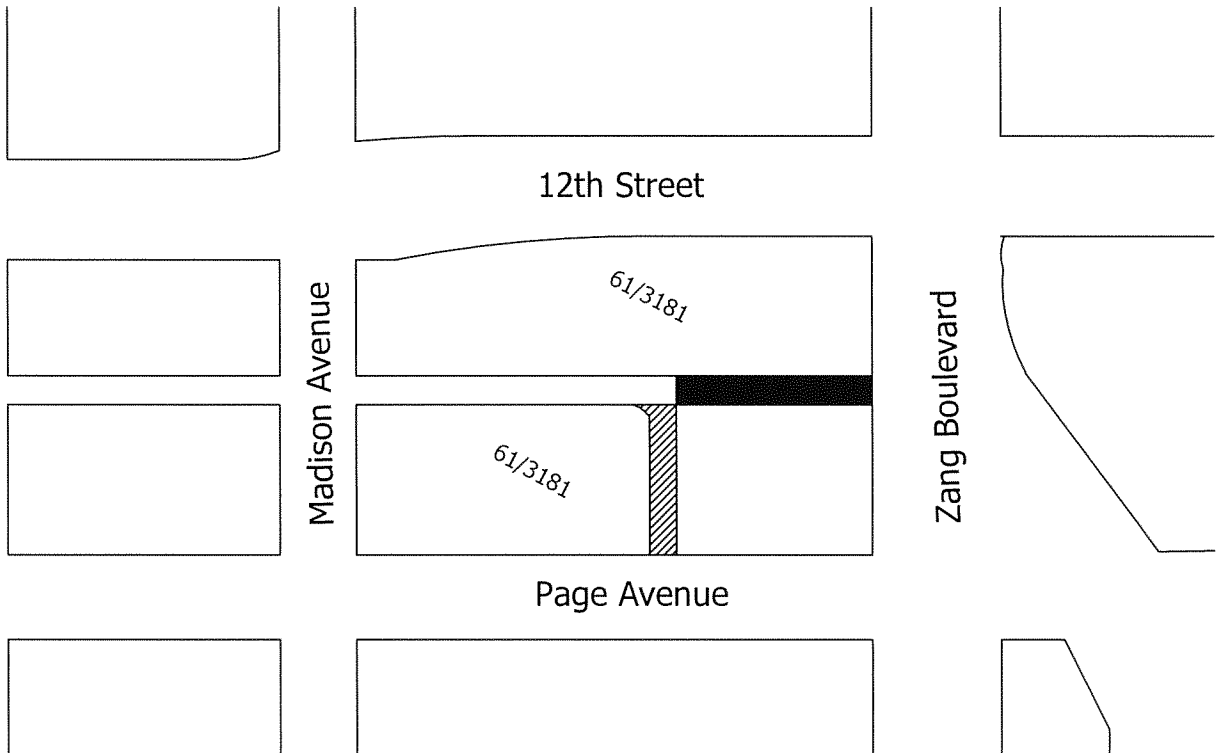
**OWNER**



**QuikTrip Corporation**

Chester Edouard Cadieux III, President

**MAP**

Attached



	Abandonment Area
	Dedication Area

**ORDINANCE NO. \_\_\_\_\_**

An ordinance providing for the abandonment of an alley located adjacent to City Block 61/3181 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to QuikTrip Corporation; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for barricading; providing for the conveyance of needed land to the City of Dallas; 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; providing a future effective date for this abandonment; 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 QuikTrip Corporation, an Oklahoma corporation, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portion of alley 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 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 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 conditions and future effective date hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9 and 10, 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 of its right, title and interest in and to the certain tract 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 City Controller is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

**SECTION 5.** That the abandonment 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 whole and harmless the City of Dallas of, from and against 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 property 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 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 a part of the consideration for the quitclaim made herein, **GRANTEE** shall record a final replat of the adjoining properties within one year of the effective date of this ordinance showing the dedication by easement of not less than 3,348 square feet of needed right-of-way in City Block 61/3181. This final replat shall be recorded by **GRANTEE** in the official real property records of the county in which the abandoned area and the dedicated property are located, after its approval by the City Plan Commission of the City of Dallas. This abandonment shall not be effective unless and until this dedication is completed and failure to record a final replat in accordance with the term of this section shall render this ordinance null and void and of no further effect. Further, the final replat shall be recorded in the official real property records of the county in which the abandoned area is located before a certified copy of this ordinance shall be delivered to **GRANTEE**.

**SECTION 10.** That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the effectiveness of this abandonment, 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 Sustainable Development and Construction. **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 Sustainable Development and Construction.

**SECTION 11.** 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 Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and completion of the dedication set forth in Section 9, the Director of Department of Sustainable Development and Construction, 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, 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 Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 12.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

**APPROVED AS TO FORM:**

**WARREN M. S. ERNST**  
City Attorney

**DAVID COSSUM**  
Interim Director of Department of Sustainable Development and Construction

BY   
Assistant City Attorney

BY   
Assistant Director

Passed \_\_\_\_\_.



# EXHIBIT A

## ALLEY ABANDONMENT DALLAS LAND & LOAN COMPANY ADDITION NO. TWO TO OAK CLIFF BLOCK 61/3181

BEING A 4,000 SQUARE FOOT TRACT OF LAND SITUATED IN THE GEORGE L. LEONARD SURVEY, ABSTRACT NO. 770, CITY OF DALLAS, DALLAS COUNTY, TEXAS, BEING A PORTION OF A 20-FOOT ALLEY IN BLOCK 61/3181 OF DALLAS LAND & LOAN COMPANY ADDITION NO. TWO TO OAK CLIFF ACCORDING TO THE PLAT THEREOF FILED FOR RECORD IN VOLUME 106, PAGE 230, AND TRANSCRIBED IN VOLUME 3, PAGE 530, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, (D.R.D.C.T.), SAID 4,000 SQUARE FOOT TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PUNCH HOLE FOUND FOR THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID ALLEY WITH THE WEST RIGHT-OF-WAY LINE OF ZANG BOULEVARD, (F.K.A. WASHINGTON AVENUE, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, VOLUME 106, PAGE 230 AND VOLUME 2221, PAGE 114, D.R.D.C.T.), AND BEING THE SOUTHEAST CORNER OF LOT 11, BLOCK 61/3181 OF SAID DALLAS LAND & LOAN COMPANY ADDITION. LOTS 11 AND 12, BLOCK 61/3181 OF SAID DALLAS LAND & LOAN COMPANY ADDITION BEING DESCRIBED IN THE GENERAL WARRANTY DEEDS TO QUIKTRIP CORPORATION RECORDED IN INSTRUMENT NUMBERS 201200382829 AND 201200384383 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, (O.P.R.D.C.T.);

THENCE SOUTH 00°00'00" WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 10, BLOCK 61/3181 OF SAID DALLAS LAND & LOAN COMPANY ADDITION AND ALSO BEING IN THE SOUTH LINE OF SAID 20-FOOT ALLEY AND BEING THE NORTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO OAK CLIFF TOWER LIMITED RECORDED IN VOLUME 2004105, PAGE 4828, O.P.R.D.C.T.;

THENCE NORTH 89°40'18" WEST ALONG THE SOUTH LINE OF SAID ALLEY, AT A DISTANCE OF 150.00 FEET PASSING THE NORTHWEST CORNER OF LOT 8 SAME BEING THE NORTHWEST CORNER OF SAID OAK CLIFF TOWER LIMITED TRACT OF LAND AND THE NORTHEAST CORNER OF LOT 7, BLOCK 61/3181 OF SAID DALLAS LAND & LOAN COMPANY ADDITION, SAID LOT 7 BEING DESCRIBED IN THE SPECIAL WARRANTY DEED TO QUIKTRIP CORPORATION RECORDED IN INSTRUMENT NUMBER 201300012322 O.P.R.D.C.T., CONTINUING ALONG SAID SOUTH LINE OF THE 20-FOOT ALLEY IN ALL FOR A DISTANCE OF 200.00 FEET TO A 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "SHIELDS & LEE" FOUND FOR THE NORTHWEST CORNER OF SAID LOT 7 AND THE NORTHEAST CORNER OF LOT 6, BLOCK 61/3181 OF SAID DALLAS LAND & LOAN COMPANY ADDITION, SAID LOT 6 BEING DESCRIBED IN THE SPECIAL WARRANTY DEED TO QUIKTRIP CORPORATION RECORDED IN INSTRUMENT NUMBER 201300020806 O.P.R.D.C.T.;

(For SPRG use only)

Reviewed by: JL Date: 4-5-13 SPRG NO: 2410

# EXHIBIT A

## ALLEY ABANDONMENT DALLAS LAND & LOAN COMPANY ADDITION NO. TWO TO OAK CLIFF BLOCK 61/3181

THENCE NORTH 00°00'00" EAST, OVER AND ACROSS SAID 20-FOOT ALLEY, A DISTANCE OF 20.00 FEET TO A 1/2-INCH IRON ROD FOUND IN THE NORTH LINE OF SAID ALLEY, AND BEING THE SOUTHEAST CORNER OF LOT 15 SAME BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO OAK CLIFF TOWER LIMITED RECORDED IN VOLUME 2004105, PAGE 4828, O.P.R.D.C.T. AND BEING THE SOUTHWEST CORNER OF LOT 14, BLOCK 61/3181 OF SAID DALLAS LAND & LOAN COMPANY ADDITION, A PORTION OF LOTS 13 AND 14 BEING DESCRIBED IN THE SPECIAL WARRANTY DEED TO QUIKTRIP CORPORATION RECORDED IN INSTRUMENT NUMBER 201200384342, O.P.R.D.C.T.;

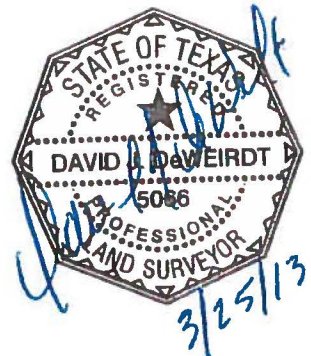
THENCE SOUTH 89°40'18" EAST ALONG SAID NORTH LINE OF THE ALLEY, AT A DISTANCE OF 100.00 FEET PASSING THE SOUTHEAST CORNER OF LOT 13 AND THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 12, BLOCK 61/3181 OF DALLAS LAND & LOAN COMPANY ADDITION, CONTINUING ALONG SAID NORTH LINE IN ALL FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 4,000 SQUARE FEET OR 0.0918 ACRES OF LAND.

### NOTES:

A SKETCH WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS DESCRIPTION.

BEARINGS CALLED FOR HEREIN ARE BASED ON THE NORTH LINE OF THE 20-FOOT ALLEY, BEING NORTH 89°40'18" WEST, THE SAME AS RECORDED IN VOLUME 2004105, PAGE 4828, O.P.R.D.C.T.



(For SPRG use only)

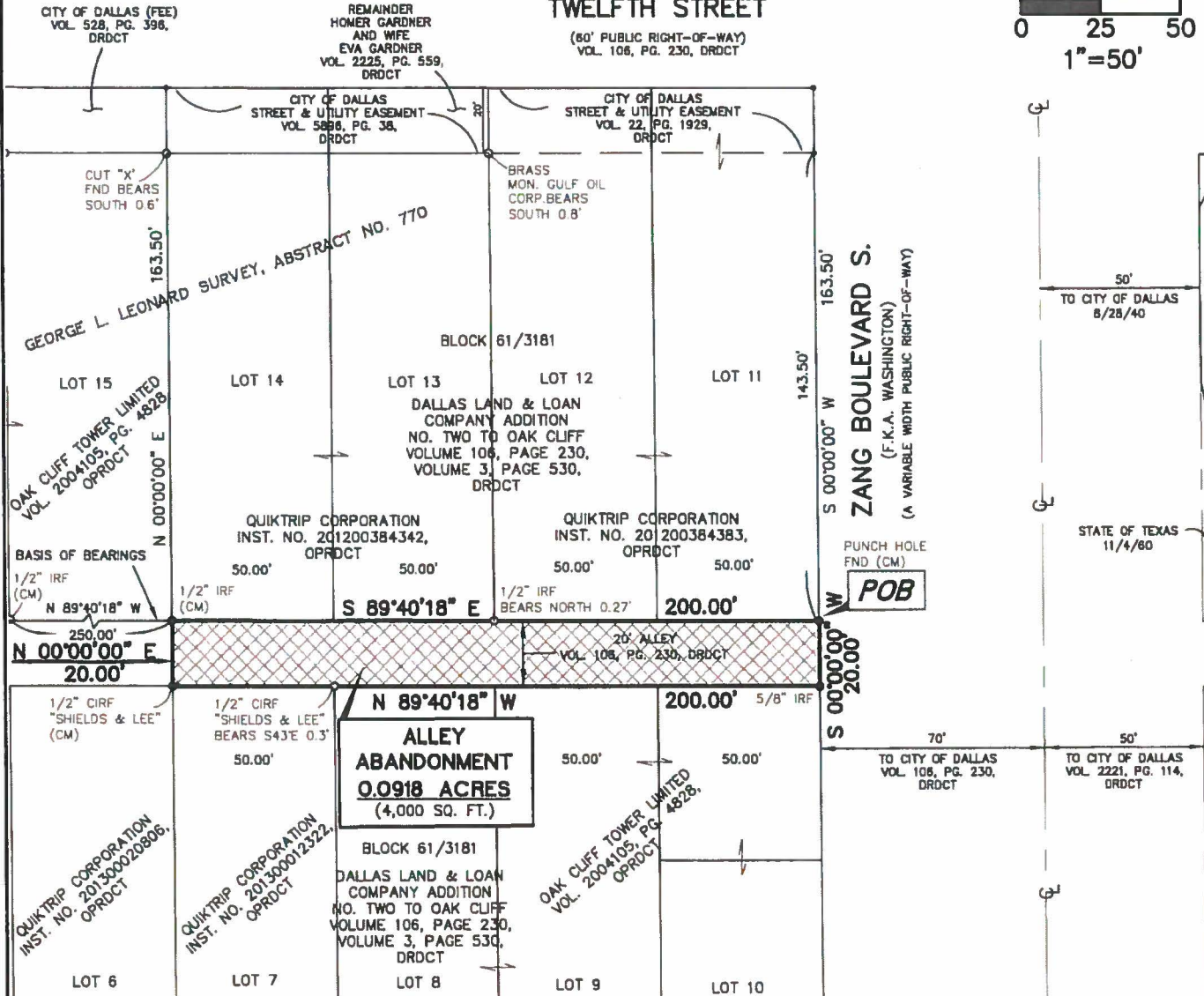
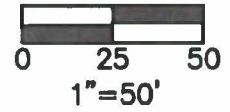
Reviewed by: JL Date: 4-5-13 SPRG NO: 2410



# EXHIBIT A

## ALLEY ABANDONMENT DALLAS LAND & LOAN COMPANY ADDITION NO. TWO TO OAK CLIFF BLOCK 61/3181

NORTH



(FOR SPRG USE ONLY)

REVIEWED BY: JL

DATE: 4-5-13

SPRG NO. 2410

**NOTES:**

A FIELD NOTE DESCRIPTION WAS PREPARED ON EVEN DATE TO ACCOMPANY THIS SKETCH.

BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE 20-FOOT ALLEY, BEING NORTH 89°40'18" WEST, THE SAME AS RECORDED IN VOLUME 2004105, PAGE 4828, OPRDCT.



SCALE: 1" = 50'  
DRAWN: RDR  
REV. 03-25-13  
DATE: 04-23-12  
SHEET NO. 3 OF 3

# 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.

**KEY FOCUS AREA:** Clean, Healthy Environment

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** All

**DEPARTMENT:** Housing/Community Services

**CMO:** Theresa O'Donnell, 671-9195

**MAPSCO:** N/A

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**SUBJECT**

Authorize a seventh amendment to the Management Services Contract, Phase II, with Bridge Steps to increase the FY 2013-14 budget agreement to \$6,305,252 - Not to exceed \$748,434, from \$5,556,818 to \$6,305,252 - Financing: 2012-13 Emergency Solutions Grant Funds (\$370,155); and 2013-14 Emergency Solutions Grant Funds (\$378,279)

**BACKGROUND**

The Homeless Assistance Center is a City of Dallas owned facility that opened in 2008 and has been managed by The Bridge Steps (the contractor) with an operating budget of \$8,385,362 from private and leveraged public funds. The facility serves approximately 10,517 unduplicated clients per year.

On June 27, 2012, City Council adopted the FY 2012-13 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) grant funds. The grant funds were available beginning on October 1, 2012. The Consolidated Plan included Emergency Solutions Grant funding in the amount of \$378,279 for Shelter Operations, by Resolution No. 12-1629.

On June 26, 2013, City Council adopted the FY 2013-14 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) grant funds. The grant funds were available beginning on October 1, 2013. The Consolidated Plan included Emergency Solutions Grant funding in the amount of \$378,279 for Shelter Operations, by Resolution No. 13-1142.

The funds were designated to pay the utility costs associated with operating the Homeless Assistance Center (HAC). Since the HAC has been in operation, the set-aside funds for utility costs have not been expended annually. Bridge Steps, the managing organization for the HAC, requests the use of the balance of funds for other associated operations expenses, after the utility costs are paid annually.

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On December 12, 2007, City Council authorized a Management Services Contract, Phase II, with MDHA to operate The Bridge, by Resolution No. 07-3739.

On April 14, 2010, City Council authorized a second amendment to the Management Services Contract, Phase II, with MDHA to increase the amount of the City's contribution toward The Bridge operating budget due to receipt of the TDHCA grant awarded to the City, by Resolution No. 10-0865.

On December 14, 2011, City Council authorized a third amendment to the Management Services Contract, Phase II, with Bridge Steps (MDHA's management and operating responsibilities for The Bridge were assumed by Bridge Steps on October 1, 2011) to increase the amount of the City's contribution toward The Bridge operating budget due to receipt of the TDHCA grant awarded to the City, by Resolution No. 11-3235.

On March 28, 2012, the City Council authorized a fourth amendment to the Management Services Contract, Phase II, with Bridge Steps to increase the City's contribution to the 2011-12 Bridge operating budget in the amount of \$71,857 and decrease Bridge Steps' required cash operating reserve from three months to two months, but not to be less than \$1,500,000, by Resolution No. 12-0914.

On June 27, 2012, City Council adopted the FY 2012-13 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) Grant funds. The grant funds were available beginning on October 1, 2012. The Consolidated Plan included Emergency Solutions Grant funding in the amount of \$378,279 for Shelter Operations, by Resolution No. 12-1629.

On November 14, 2012, the City Council authorized the City Manager to (1) execute an Interlocal Agreement with Dallas County for up to \$1,000,000 in funds to provide homeless assistance services at The Bridge; (2) accept a grant from the Texas Department of Housing and Community Affairs (TDHCA) in the amount of \$746,202; and (3) execute a fifth amendment to the Management Services Contract, Phase II, with Bridge Steps to allow Bridge Steps to count both the Dallas County and TDHCA funds toward Bridge Steps' required contribution to The Bridge operating budget for the period from October 1, 2012 through September 30, 2013, by Resolution No. 12-2738.

On June 26, 2013, City Council adopted the FY 2013-14 Consolidated Plan Budget for the U.S. Department of Housing and Urban Development (HUD) Grant funds. The grant funds were available beginning on October 1, 2013. The Consolidated Plan included Emergency Solutions Grant funding in the amount of \$378,279 for Shelter Operations, by Resolution No. 13-1142.

On September 18, 2013, City Council approved the General Fund budget that authorized funds in the amount of \$3,800,000 to Bridge Steps, by Resolution No. 13-1646.



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

On November 12, 2013, City Council authorized (1) an Interlocal Agreement with Dallas County to accept monthly payments in the amount of \$83,333 for eleven months and a final payment in the amount of \$83,337 for the period October 1, 2013 through September 30, 2014, total amount not to exceed \$1,000,000 for providing homeless assistance services at The Bridge through the City's contractor, Bridge Steps; (2) the acceptance of a grant from the Texas Department of Housing and Community Affairs (TDHCA) to provide services to the homeless through the Homeless Housing and Services Program (HHSP), in an amount not to exceed \$756,818 for the period October 1, 2013 through September 30, 2014 and execution of the required grant agreements; and (3) a sixth amendment to the Management Services Contract, Phase II, with Bridge Steps to: (a) allow Bridge Steps to count both the Dallas County and TDHCA funds towards Bridge Steps' required contribution to the Bridge operating budget for the period October 1, 2013 through September 30, 2014; and (b) require Bridge Steps to comply with all conditions of the Interlocal Agreement and TDHCA grant agreements.

**FISCAL INFORMATION**

\$370,155 - 2012-13 Emergency Solutions Grant Funds  
\$378,279 - 2013-14 Emergency Solutions Grant Funds





December 11, 2013

**WHEREAS**, during the 81st State Legislative Session, the State Legislature appropriated \$20,000,000 over the biennium to be administered by the Texas Department of Housing and Community Affairs (TDHCA) to fund the Homeless Housing and Services Program (HHSP) in the eight largest cities in Texas; and

**WHEREAS**, the eight eligible cities include: Arlington, Austin, Corpus Christi, Dallas, El Paso, Ft. Worth, Houston, and San Antonio; and

**WHEREAS**, the City was granted, and the City Council approved, receipt of HHSP funding from TDHCA in 2010, 2011 and 2012, 2013 which provided operating assistance for The Bridge and leveraged City and County funding; and

**WHEREAS**, in September 2013, the City was notified that it would receive an additional \$756,818 from TDHCA HHSP for the period of October 1, 2013 through September 30, 2014; and

**WHEREAS**, on September 18, 2013, City Council approved the General Fund budget that authorized funds in the amount of \$3,800,000 to Bridge Steps by Resolution No.13-1646; and

**WHEREAS**, on September 17, 2013, the Dallas County Commissioners Court approved \$1,000,000 in General Funds to provide operating assistance for The Bridge; and

**WHEREAS**, the City desires to amend the contract with The Bridge Steps for continued operation of the Homeless Assistance Center; **NOW, THEREFORE,**

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

**Section 1.** That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into the seventh amendment to the Management Services Contract, Phase II, with Bridge Steps to increase the FY 2013-14 budget agreement by \$748,434, from \$5,556,818 to \$6,305,252, and execute any and all documents required by the agreement.

**Section 2.** That the City Controller is hereby authorized to disburse grant funds in an amount not to exceed \$748,434 to Bridge Steps, Vendor No. VS0000067075 as follows:

<u>Fund</u>	<u>Dept.</u>	<u>Unit</u>	<u>Object Code</u>	<u>Encumbrance No.</u>	<u>Amount</u>
ES12	HOU	904E	2160	HOU940EB065	\$370,155
ES13	HOU	245F	2170	HOU940EB065	\$378,279

December 11, 2013

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

**ADDENDUM ITEM # 18**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** 12  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Theresa O'Donnell, 671-9195  
**MAPSCO:** 5 C

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to Subarea A of Planned Development District No. 765 on the east side of Preston Road, south of Mapleshade Lane  
Recommendation of Staff and CPC: Approval, subject to an attached signage plan and conditions  
Z134-115(MW)

**FILE NUMBER:** Z134-115(MW)

**DATE FILED:** October 22, 2013

**LOCATION:** East side of Preston Road, south of Mapleshade Lane

**COUNCIL DISTRICT:** 12

**MAPSCO:** C-5

**SIZE OF REQUEST:** ±2.27 acres

**CENSUS TRACT:** 317.09

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**REPRESENTATIVE:** James R. Schnurr

**APPLICANT:** QuikTrip Corporation

**OWNER:** Preston Road QT, LLC

**REQUEST:** An application [QuikTrip] to amend Subarea A of Planned Development District No. 765.

**SUMMARY:** The "QuikTrip" sign mounted on the front façade of the newly constructed convenience store with gas pumps exceeds the maximum size permitted in a non-business zoning district as required by PD 765. The proposed amendment will allow the attached signage subject to a signage plan.

**CPC RECOMMENDATION:** Approval, subject to an attached signage plan and conditions.

**STAFF RECOMMENDATION:** Approval, subject to an attached signage plan and conditions.

**GUIDING CRITERIA FOR RECOMMENDATION:**

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The applicant’s proposal to amend the conditions of Subarea A of Planned Development District No. 765 to accommodate QuikTrip’s standard attached signage is not anticipated to impact the performance of surrounding property.
2. *Traffic impact* – The increase in signage will not have a detrimental impact upon the surrounding roadway system.
3. *Comprehensive Plan or Area Plan Conformance* – The request complies with the Comprehensive Plan.

**BACKGROUND INFORMATION:**

- The ±2.27-acre request site is developed with a newly-constructed ±5,720-square foot convenience store with gas pumps (QuikTrip).
- Planned Development District No. 765 was approved by City Council on September 26, 2007 subject to a conceptual plan. On August 22, 2012, City Council approved the creation of a new a subdistrict within Planned Development District No. 765 subject to a development plan, landscape plan, and conditions.
- On September 26, 2013, the City Plan Commission approved a waiver of the two-year waiting period which allowed the applicant to submit this request, the purpose of which is to amend the sign provisions for Subarea A of Planned Development District No. 765.

**Zoning History:**

- 1: **Z090-196:** On September 22, 2010, the City Council approved an amendment to and renewal of Specific Use Permit No. 1724 for an animal clinic without outside run, limited to boarding and grooming subject to conditions.
- 2: **Z090-126:** On June 23, 2010, the City Council approved an amendment to Planned Development District No. 202 for certain nonresidential uses.

**Thoroughfares/Streets:**

<b>Thoroughfares/Street</b>	<b>Type</b>	<b>Existing ROW</b>
Preston Road	Principal arterial	120 feet
Oxford Drive	Local	60 feet

**Traffic:**

The Engineering Section of the Building Inspection Division of the Department of Sustainable Development and Construction has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system.

**Surrounding Land Uses:**

	<b>Zoning</b>	<b>Land Use</b>
<b>North</b>	PDD 765	Restaurant with drive-through service
<b>East</b>	PDD 765	Undeveloped
<b>South</b>	PDD 765	Retail; undeveloped
<b>West</b>	PDD 170	Retail; motor vehicle fueling station

**STAFF ANALYSIS:**

**Comprehensive Plan:**

The request site is identified as being within a *Commercial Center or Corridor* on the **forwardDallas! Vision Illustration**, adopted June 2006. Commercial Centers and Corridors primarily function as service and job destinations and tend to include offices, restaurants and a range of retail and commercial uses. In addition to jobs and services, Commercial Centers or Corridors may also include multifamily housing in low to mid-rise apartment buildings or condominiums. Businesses along a Commercial Center or Corridor would be expected to have signage in accordance with the “business zoning district” as opposed to the “non-business zoning district”. The applicant’s request is consistent with the *forwardDallas! Vision* and further complies with the following goals and policies of the Comprehensive Plan.

**LAND USE ELEMENT**

**GOAL 1.2: PROMOTE DESIRED DEVELOPMENT**

Policy 1.2.1 Use Vision Building Blocks as a general guide for desired development patterns.

**Land Use Compatibility:**

The applicant proposes to amend the conditions of Subarea A of Planned Development District No. 765 to accommodate QuikTrip’s standard attached signage. The “QuikTrip” sign mounted on the front façade exceeds the maximum size permitted in a non-business zoning district as required by PD 765, which requires all signage to be regulated by “non-business zoning district” regulations as opposed to “business zoning

district” regulations. In a non-business zoning district, only two attached signs per building may have an effective area larger than 40 square feet.

Per the purpose statement of the PDD, standards were adopted to accomplish the following:

- promote the health, safety, and welfare of the public;
- complement the development pattern of the area;
- encourage development that complements nearby residential and commercial properties;
- provide a transition from adjacent single family development to mixed use development;
- encourage the assembly of lots and tracts of land to accommodate mixed use development;
- promote buildings efficient in design and utilization of space; and
- require a variety of sizes of multifamily dwelling units.

The applicant’s proposal is not inconsistent with these objectives.

**Parking:**

The proposed amendment will not impact the parking requirements.

**Landscaping:**

The proposed signage will not impact the landscaping plan approved by City Council as part of this Planned Development District. Landscaping must be provided in accordance with the City Council-approved landscape plan for Subarea A of Planned Development District.

Z134-115(MW)

**CPC Action: November 21, 2013:**

Motion: It was moved to recommend approval of to amend Subarea A of Planned Development District No. 765, subject to an attached signage plan and conditions on the east side of Preston Road, south of Mapleshade Lane.

Maker: Lavallaisaa  
Second: Peadon  
Result: Carried: 14 to 0

For: 14 - Anglin, Soto, Rodgers, Shidid, Hinojosa, Bagley, Lavallaisaa, Tarpley, Shellene, Bernbaum, Peadon, Murphy, Ridley, Alcantar

Against: 0  
Absent: 1 - Culbreath  
Vacancy: 0

Notices:	Area:	500	Mailed:	22
Replies:	For:	1	Against:	0

Speakers: None



**List of Partners/Principals/Officers:**

**APPLICANT:** QuikTrip Corporation  
Chester Edouard Cadieux III, President and Director  
Michael Perkins Johnson, Director  
Terry Lane Carter, Director  
Stephen Lee Cropper, Director  
Mary Virginia McClure , Director  
Richard Charles May, Director  
Marvin Charles O'Dell III, VP Sales  
Thomas Christopher Gehrke, Assistant Secretary  
Chad Michael Stanford, Assistant Secretary  
Kelly Paul Vaughan, Assistant Secretary  
Earnest Michael Stanford, Operation Officer

**OWNER:** Preston Road QT, LLC, a Texas limited liability company  
Mitchell Rasansky, Member

**Proposed Conditions**

The applicant proposes to amend the following sections of PDD No. 765:

**SEC. 51P-765.105. EXHIBITS.**

The following exhibits are incorporated into this article:

- (1) Exhibit 765A: conceptual plan.
- (2) Exhibit 765B: development plan for Subarea A.
- (3) Exhibit 765C: landscape plan for Subarea A.
- (4) Exhibit 765D: monument sign plan for Subarea A.
- (5) Exhibit 765E: attached signage plan for Subarea A.**

**SEC. 51P-765.115. SIGNS.**

(a) Except as provided in this section, signs must comply with the provisions for non-business zoning districts in Article VII.

(b) Except as provided in this section, detached signs:

- (1) must be monument signs;
- (2) may not exceed six feet in height and 30 square feet in effective area;
- (3) must be back-lit; and
- (4) must not have a changeable message, have any components that flash, or use LED or video-streaming technology.

(c) For a general merchandise of food store greater than 3,500 square feet with a motor vehicle fueling station located within Subarea A: [-]

(1) only one detached, monument sign is permitted as shown on the monument sign plan for Subarea A (Exhibit 765D); and[-]

(2) all attached signage must comply with the attached signage plan for Subarea A (Exhibit 765E).

(d) Special purpose signs, as defined by Section 51A-7.205(c), are prohibited.

(e) The board of adjustment may not grant a special exception pursuant to Section 51A-7.703(d)(2) to allow one additional detached sign on a premise.

**SEC. 51P-765.116.NOTICE OF APPLICATIONS TO PRIVATE ENTITIES.**

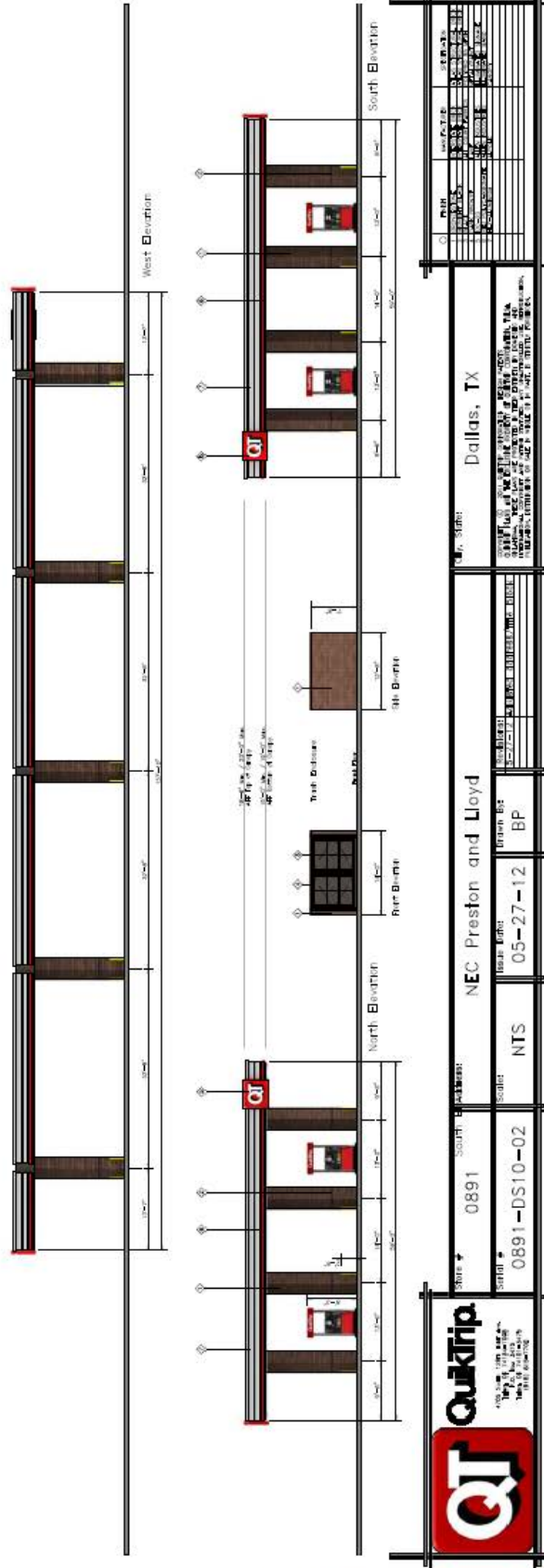
A copy of any application for (1) a change in zoning; (2) an approval or amendment of a conceptual plan, development plan, landscape plan, ~~or~~ monument sign plan, or attached signage plan; (3) a minor amendment; or (4) a variance or special exception must be submitted by certified mail to the designated representative of the Preston Villa Homeowners Association at the address on the city's early notification list simultaneously with the submission to the city.

### Proposed Signage Plan

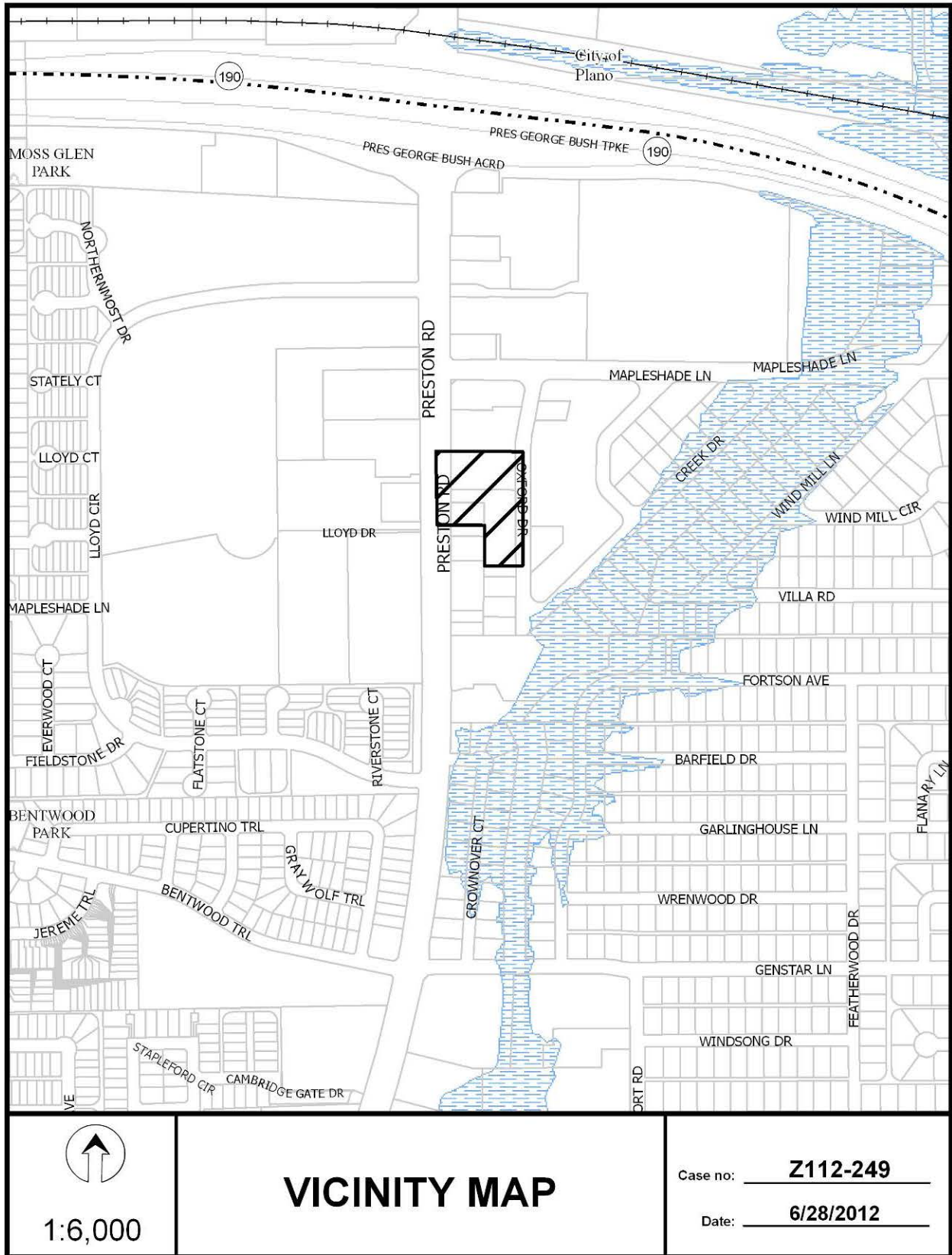
Exhibit "A"



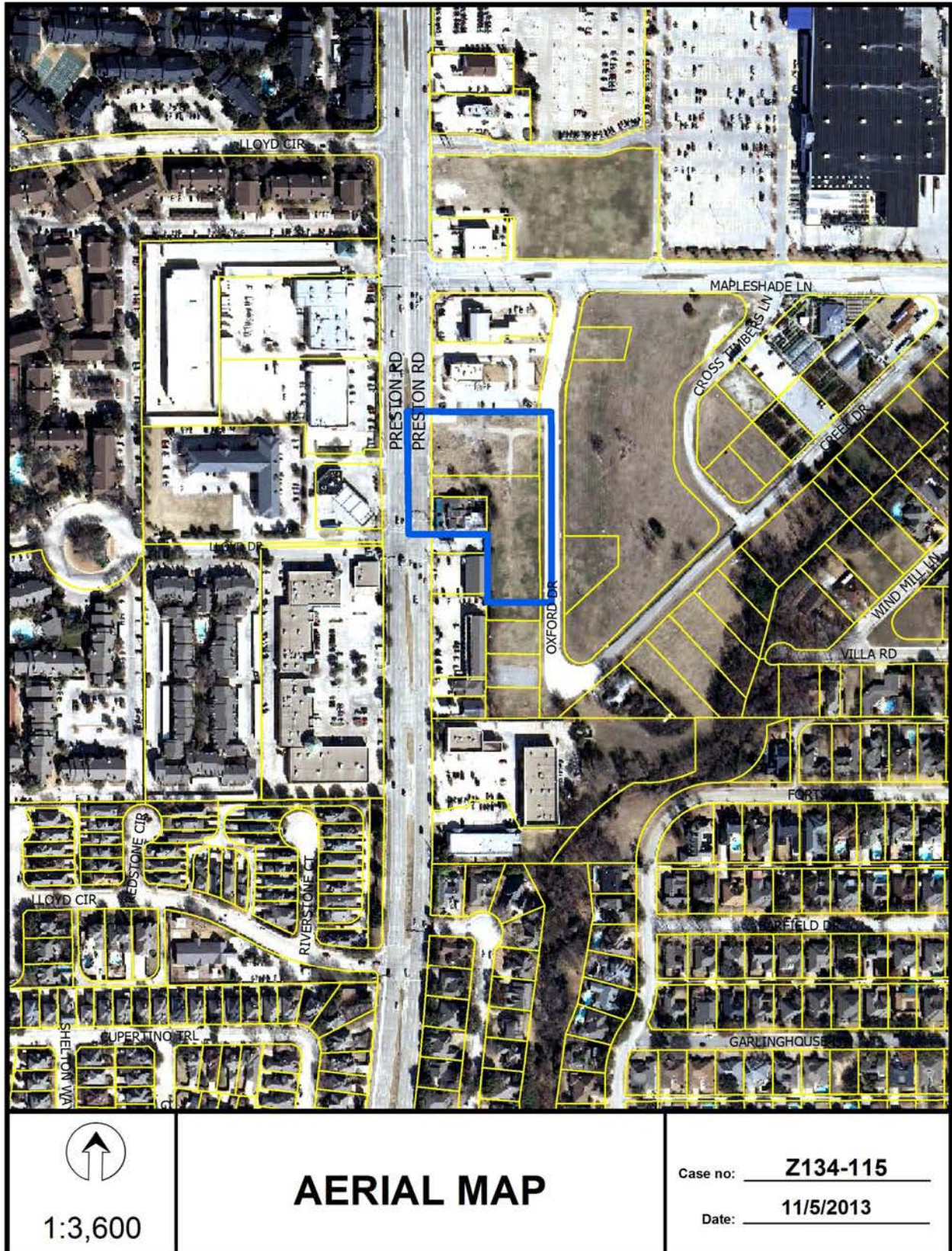
Exhibit "B"



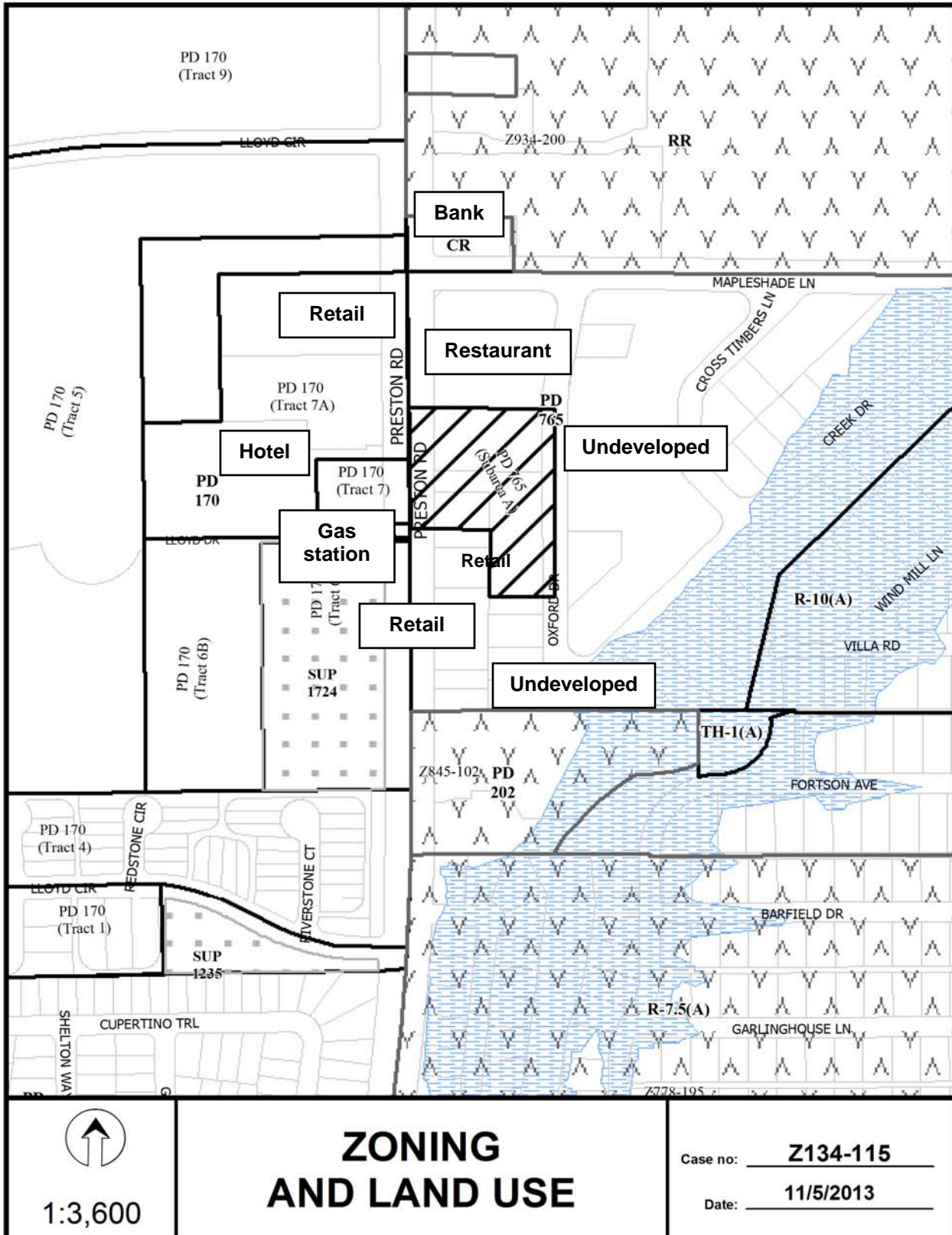
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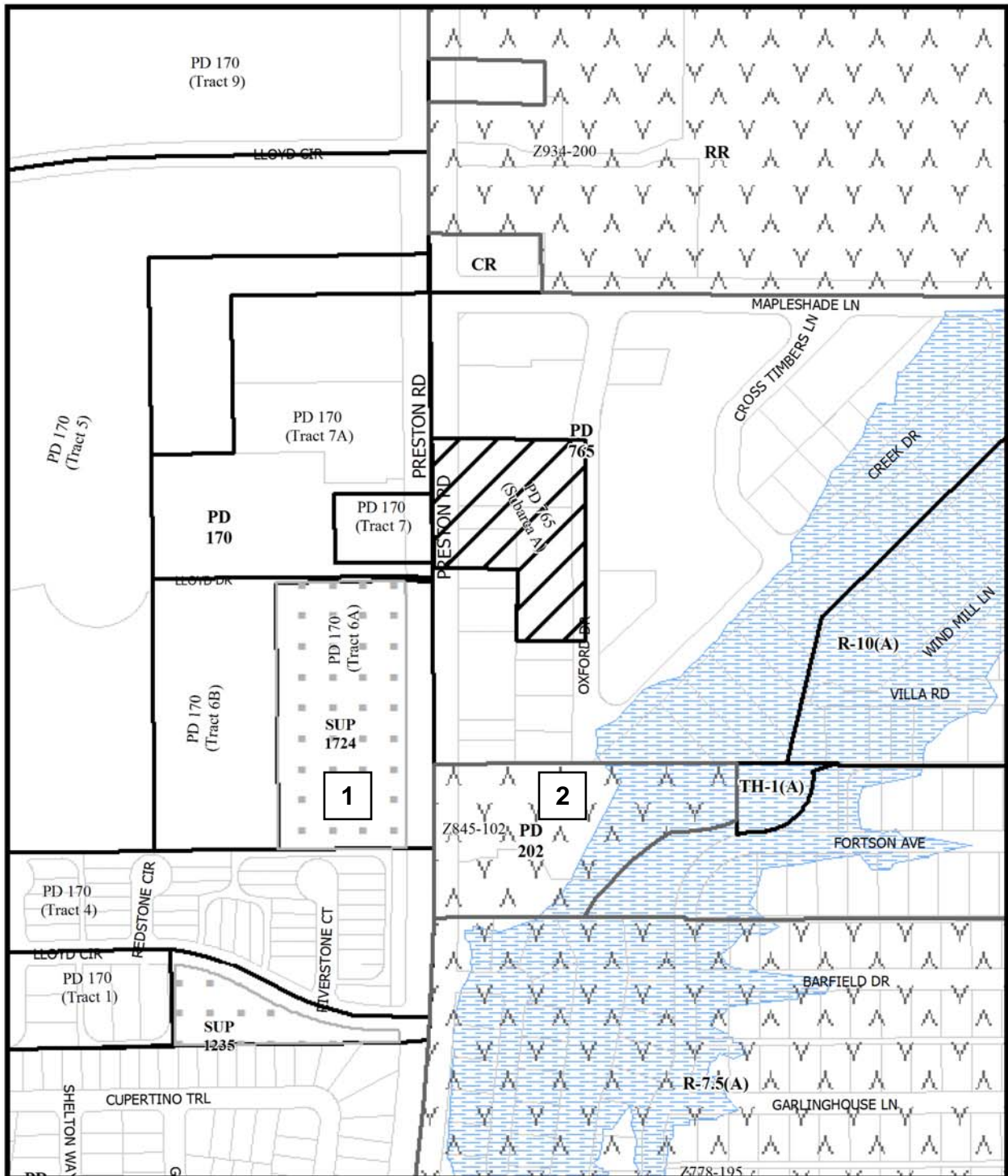












1:3,600

# ZONING HISTORY

Case no: Z134-115

Date: 11/5/2013

**CPC Responses**



<u>22</u>	Property Owners Notified (45 parcels)
<u>1</u>	Replies in Favor (3 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>500'</u>	Area of Notification
<u>11/21/2013</u>	Date

**Z134-115**  
**CPC**



1:3,600

11/21/2013

***Notification List of Property Owners  
Z134-115***

***22 Property Owners Notified    0 Property Owners Opposed    1 Property Owner in Favor***

<b><i>Vote</i></b>	<b><i>Label #</i></b>	<b><i>Address</i></b>	<b><i>Owner</i></b>
O	1	19020 PRESTON	PRESTON ROAD QT LLC
	2	19160 PRESTON	POLLO SQUARE PARTNERS LLC
	3	19109 PRESTON	ASHITA LLC
	4	19200 PRESTON	UNITED METHODIST PUBLISHING HOUSE
	5	19102 CREEK	BAILEY RICHARD KIRK ETUX
	6	19115 CREEK	PLANO INDEPENDENT SCHOOL DISTRICT
	7	19102 CROSS TIMBERS	PLANO ISD
	8	19105 OXFORD	18810 PRESTON ROAD NORTH V LP
	9	19103 OXFORD	18810 PRESTON RD N V LP
	10	19101 OXFORD	WISE LYLE
	11	19008 PRESTON	R&F PARTNERS LTD
	12	19251 PRESTON	LINCOLN/MTR-LINCOLN CROSSING VT
	13	19019 PRESTON	GOLDEN SUNSHINE USA INC
	14	19009 PRESTON	PRESTON LLOYD SHOPPING CENTER
	15	18770 PRESTON	ADOLPH SCHERER PRESTON I LTD
	16	19211 PRESTON	EXTRA SPACE PROPERTIES NINETY TWO
	17	19059 PRESTON	INTOWN SUITES NORTH DALLAS LLC
	18	19210 PRESTON	IRONWOOD PARTNERS LTD
	19	19210 PRESTON	INTERCITY INVESTMENT PROPERTIES INC
	20	19177 PRESTON	EVANS & WATSON RETAIL LP

Z134-115(MW)

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	21	CREEK	PLANO INDEPENDENT SCHOOL DISTRICT
	22	19176 PRESTON	COMERICA BANK

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** 2  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Theresa O'Donnell, 671-9195  
**MAPSCO:** 35 W

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting a Planned Development Subdistrict for GR General Retail Subdistrict uses, removal of the D Liquor Control Overlay, and an ordinance granting the termination of the deed restrictions on property zoned GR General Retail and P Parking Subdistricts in Planned Development District No. 193, the Oak Lawn Special Purpose District with an H/22 Historic Overlay No. 22 on the west corner of Cedar Springs Road and Oak Lawn Avenue

Recommendation of Staff: Approval of a Planned Development Subdistrict, subject to a development/landscape plan and conditions; approval of a D-1 Liquor Control Overlay in lieu of removal of the D Liquor Control Overlay; and approval of the termination of deed restrictions

Recommendation of CPC: Approval of a Planned Development Subdistrict, subject to a development/landscape plan and conditions; approval of the removal of the D Liquor Control Overlay; and approval of the termination of deed restrictions

Z123-149(MW)



**FILE NUMBER:** Z123-149(MW)

**DATE FILED:** December 10, 2012

**LOCATION:** West corner of Cedar Springs Road and Oak Lawn Avenue

**COUNCIL DISTRICT:** 2

**MAPSCO:** 35-W

**SIZE OF REQUEST:** ±3.36 acres

**CENSUS TRACT:** 5.00

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**REPRESENTATIVE:** Karl Crawley, Masterplan

**APPLICANT/OWNER:** Warwick Cedar Springs Corporation  
Warwick Melrose Dallas Corporation

**REQUEST:** An application [Melrose Hotel] for a Planned Development Subdistrict for GR General Retail Subdistrict uses, removal of the D Liquor Control Overlay, and termination of deed restrictions on property zoned GR General Retail and P Parking Subdistricts in Planned Development District No. 193, the Oak Lawn Special Purpose District with an H/22 Historic Overlay No. 22.

**SUMMARY:** The applicant proposes to construct a two-story addition to the Melrose Hotel to accommodate a meeting space (with ballroom and kitchen), spa, and fitness center. The expansion will include an outdoor swimming pool. The removal of the D Liquor Control Overlay will permit the service of alcoholic beverages in conjunction with functions held within the meeting space. The applicant does not propose to amend the historic preservation criteria for the existing hotel structure.

**CPC RECOMMENDATION:** Approval of a Planned Development Subdistrict subject to a development/landscape plan and conditions; approval of removal of the D Liquor Control Overlay; and approval of the termination of deed restrictions.

**STAFF RECOMMENDATION:** Approval of a Planned Development Subdistrict subject to a development/landscape plan and conditions; approval of a D-1 Liquor Control Overlay in lieu of removal of the D Liquor Control Overlay; and approval of the termination of deed restrictions.

**GUIDING CRITERIA FOR RECOMMENDATION:**

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* –The proposed expansion of an existing use is not anticipated to negatively impact the performance of surrounding property.
2. *Traffic impact* – The request will not significantly impact the surrounding roadway system.
3. *Comprehensive Plan or Area Plan Conformance* – The request complies with the Comprehensive Plan and the Oak Lawn Plan.
4. In lieu of removal of the D Overlay, staff recommends consideration of a D-1 Liquor Control Overlay, which would permit the sale or service of alcoholic beverages with a Specific Use Permit.

**BACKGROUND INFORMATION:**

- The ±3.36-acre request is comprised of a historic hotel (The Melrose Hotel), undeveloped property, which was recently cleared of a restaurant, and surface parking.
- Built in 1924, The Melrose Hotel is a City of Dallas Designated Landmark Structure. The brick, Chicago-style apartment hotel was designed by Dallas architect C.D. Hill.
- The existing hotel includes 184 guestrooms, a ±2,770-square-foot restaurant, and a ±1,650-square-foot bar. The proposed two-story addition will include ±15,536 square feet of interior floor area with a ±1,126-square-foot covered patio and a ±2,326-square-foot covered walkway.
- The covered walkway is the only construction that will attach to the existing hotel and will require Landmark Commission approval of a Certificate of Appropriateness. The applicant received a courtesy approval with comments on January 1, 2013.
- The applicant proposes to terminate deed restrictions, which limit the uses to those in the Multiple-Family 2 (MF-2) Subdistrict and off-street parking for non-residential uses. The deed restrictions also require a twenty-foot front yard setback measured from the existing curb line of Dickason Avenue if the property is used for off-street parking.



**Zoning History:**

1. **Z112-163:** On Wednesday, April 11, 2012, the City Council approved an amendment to the Phase I portion of PDS No. 20, subject to a development/landscape plan and conditions.

**Traffic:**

The Engineering Section of the Building Inspection Division of the Department of Sustainable Development and Construction has reviewed the requested amendment and determined that it will not significantly impact the surrounding roadway system.

**Thoroughfares/Streets:**

Thoroughfares/Street	Type	Existing ROW	Proposed ROW
Cedar Springs Road	Collector	60 feet	60 feet
Dickason Avenue	Local	40 feet	N/A
Oak Lawn Avenue	Principal Arterial	40 feet	100 feet

**Surrounding Land Uses:**

	Zoning	Land Use
<b>Northeast</b>	GR Subdistrict in PDD No. 193 with H/22 on a portion	Historic fire station; retail
<b>Southeast</b>	GR Subdistrict in PDD No. 193 with H/27 on a portion	Historic church
<b>Southwest</b>	GR Subdistrict in PDD No. 193 and an MF-3 Subdistrict in PDD No. 193 with a D Overlay on a portion	Retail; multifamily
<b>Northwest</b>	GR Subdistrict in PDD No. 193; P Subdistrict in PDD No. 193	Restaurant; parking

**STAFF ANALYSIS:**

**Area Plans:**

The Oak Lawn Special Purpose District and the Oak Lawn Plan include the following objectives:

- (1) To achieve buildings more urban in form.
- (2) To promote and protect an attractive street level pedestrian environment with continuous street frontage activities in retail areas.
- (3) To encourage the placement of off-street parking underground or within buildings similar in appearance to non-parking buildings.
- (4) To promote development appropriate to the character of nearby neighborhood uses by imposing standards sensitive to scale and adjacency issues.
- (5) To use existing zoned development densities as a base from which to plan, while providing bonuses to encourage residential development in commercial areas.
- (6) To discourage variances or zoning changes which would erode the quantity or quality of single-family neighborhoods, or would fail to adhere to the standards for multiple-family neighborhoods and commercial areas.
- (7) To promote landscape/streetscape quality and appearance.

In general, the applicant's proposal to expand the existing hotel is consistent with these objectives, with the exception of objective number three. The applicant proposes to continue the use of surface parking, which is discouraged by the Oak Lawn Special Purpose District and the Oak Lawn Plan.

**Comprehensive Plan:**

The Vision Illustration depicts the request site as within an *Urban Mixed Use Block* on the ***forwardDallas! Vision Illustration***, adopted June 2006. The Urban Mixed-Use Building Block incorporates a vibrant mix of residential and employment uses at a lower density than the Downtown Building Block. These areas are typically near Downtown, along the Trinity River or near major transit centers. Examples include Uptown, the City Place/West Village area, Stemmons Design District, Cedars and Deep Ellum. Urban Mixed-Use Building Blocks provide residents with a vibrant blend of opportunities to live, work, shop and play within a closely defined area. Buildings range from high-rise residential or midrise commercial towers to townhomes and small corner shops. Good access to transit is a critical element. Similar to Downtown, the Urban Mixed-Use Building Blocks offer employment and housing options and are important economic growth areas for businesses. People on foot or bike can enjoy interesting storefronts at ground level with benches, public art, on-street parking and wide sidewalks, creating an

appealing streetscape. Large parking areas and other auto-oriented land uses are typically located at the edges.

In general, the applicant's request is consistent with the following goals and policies of the Comprehensive Plan.

## **LAND USE ELEMENT**

### **GOAL 1.2 PROMOTE DESIRED DEVELOPMENT**

Policy 1.2.1            Use Vision Building Blocks as a general guide for desired development patterns.

## **URBAN DESIGN ELEMENT**

### **GOAL 5.3 ESTABLISHING WALK-TO CONVENIENCE**

Policy 5.3.1            Encourage a balance of land uses within walking distance of each other.

### **Land Use Compatibility:**

The applicant proposes to construct a two-story addition to the Melrose Hotel to accommodate a meeting space (with ballroom and kitchen), spa, and fitness center. The expansion will include an outdoor swimming pool. The addition will have a maximum height of 32 feet measured to the top of the parapet wall and will not affect the height of the original building.

The applicant proposes removal of the D Liquor Control Overlay to permit the service of alcoholic beverages in conjunction with functions held within the meeting space. Staff does not support the removal of the D Liquor Control Overlay and, in lieu, recommends a D-1 Liquor Control Overlay, which requires a Specific Use Permit for the sale or service of alcoholic beverages.

The applicant requests a Planned Development Subdistrict to allow for exceptions to the parking and landscaping requirements, as detailed later in this report, and requests approval of development/landscape plan.

The applicant also proposes to terminate deed restrictions, which limit the uses to those in the Multiple-Family 2 (MF-2) Subdistrict and off-street parking for non-residential uses. The deed restrictions also require a twenty-foot front yard setback measured from the existing curb line of Dickason Avenue if the property is used for off-street parking. Staff supports the termination of the deed restrictions because the hotel use is permitted in the MF-2 Subdistrict and the proposed surface parking is intended to serve the main use.

**Development Standards:**

District	Setbacks		Density	Height	Lot Coverage	Special Standards	Primary Uses
	Front	Side/Rear					
GR General Retail (and proposed PDS)	10'	No min.	0.75 FAR overall 0.5 office	80'	80%	N/A	Retail & personal service, office

**Parking:**

The applicant proposes parking in accordance with the provisions of Planned Development District No. 193 with the following exceptions:

- **Hotel use:** One half space per hotel room
- **Restaurant and/or bar use in association with a hotel use:** One space per 200 square feet of floor area
- **Meeting space/ballroom in association with a hotel use:** One space per 200 square feet
- **Spa/gym in association with a hotel use:** One space per 1000 square feet

As proposed, valet parking (packed parking) may be used to satisfy the parking requirements for this Planned Development Subdistrict. In order to accommodate existing surface parking adjacent to Oak Lawn Avenue and Cedar Springs Road, the applicant proposes to permit surface parking within these Special Retail Street areas. Since the applicant does not propose further encroachment of surface parking along the two Special Retail Streets, staff supports this aspect of the request.

The applicant provided a technical memorandum, prepared by DeShazo Group, dated September 26, 2013 to support the request. The Engineering Section of the Building Inspection Division of the Department of Sustainable Development and Construction has reviewed the technical memorandum and has no objections.

**Landscaping:**

The applicant requests Council approval of an alternative landscape plan to address existing trees and sidewalks adjacent to the historic hotel along Cedar Springs Road and Oak Lawn Avenue. New trees along Cedar Springs Road will be aligned with the existing trees and will be placed to avoid overhead utilities. Tree and shrub locations will be sited in and around the surface parking area in locations that will allow new and existing trees the best opportunity for survival. Staff supports the alternative landscape plan.

**CPC Action: November 21, 2013:**

Motion: It was moved to recommend approval of a Planned Development Subdistrict for GR General Retail Subdistrict uses, subject to a development/landscape plan and conditions; approval of removal of the D Liquor Control Overlay; and approval of the termination of deed restrictions on property zoned GR General Retail and P Parking Subdistricts in Planned Development District No. 193, the Oak Lawn Special Purpose District with an H/22 Historic Overlay No. 22 on the west corner of Cedar Springs Road and Oak Lawn Avenue.

Maker: Soto  
Second: Anglin  
Result: Carried: 14 to 0

For: 14 - Anglin, Soto, Rodgers, Shidid, Hinojosa, Bagley, Lavallaisaa, Tarpley, Shellene, Bernbaum, Peadon, Murphy, Ridley, Alcantar

Against: 0  
Absent: 1 - Culbreath  
Vacancy: 0

Notices: Area: 500 Mailed: 143  
Replies: For: 10 Against: 0

Speakers: For: Karl Crawley, 900 Jackson St., Dallas, TX, 75202  
Michael Milliken, 3532 Cedar Plaza Ln., Dallas, TX, 75209  
Larry McAfee, 1804 Valley View Dr., Cedar Hill, TX, 75104  
For (Did not speak): Jeff Good, 2808 Fairmount St., Dallas, TX, 75201  
Against: None



991449

**(3) If the property is used for off-street parking, a 20 foot front yard setback measured from the existing curb line of Dickason Avenue shall be provided. The front yard setback shall be provided as shown on the site plan attached hereto as Exhibit A.**

**III.**

**These restrictions shall continue in full force and effect for a period of twenty (20) years from the date of execution, and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this document.**

**IV.**

**These restrictions may be amended or terminated only after a public hearing before the City Plan Commission and a public hearing before and approval by the City Council of the City. Notice of the public hearings must be given as would be required by law for a zoning change on the Property. The amending or terminating instrument must be approved as to form by the city attorney. If the City Council approved an amendment or termination of these restrictions, the Owner must then file the amending or terminating instrument in the Deed Records of the county or counties where the Property is located at his or her sole cost and expense before the amendment or termination becomes effective.**

**V.**

**These restrictions are not intended to restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as zoning of the Property is concerned.**

**VI.**

**The Owner agrees that these restrictions inure to the benefit of the City. The Owner hereby grants the City the right to enforce these restrictions by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the City substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that**

99097 01190

Z123-149 (MW)

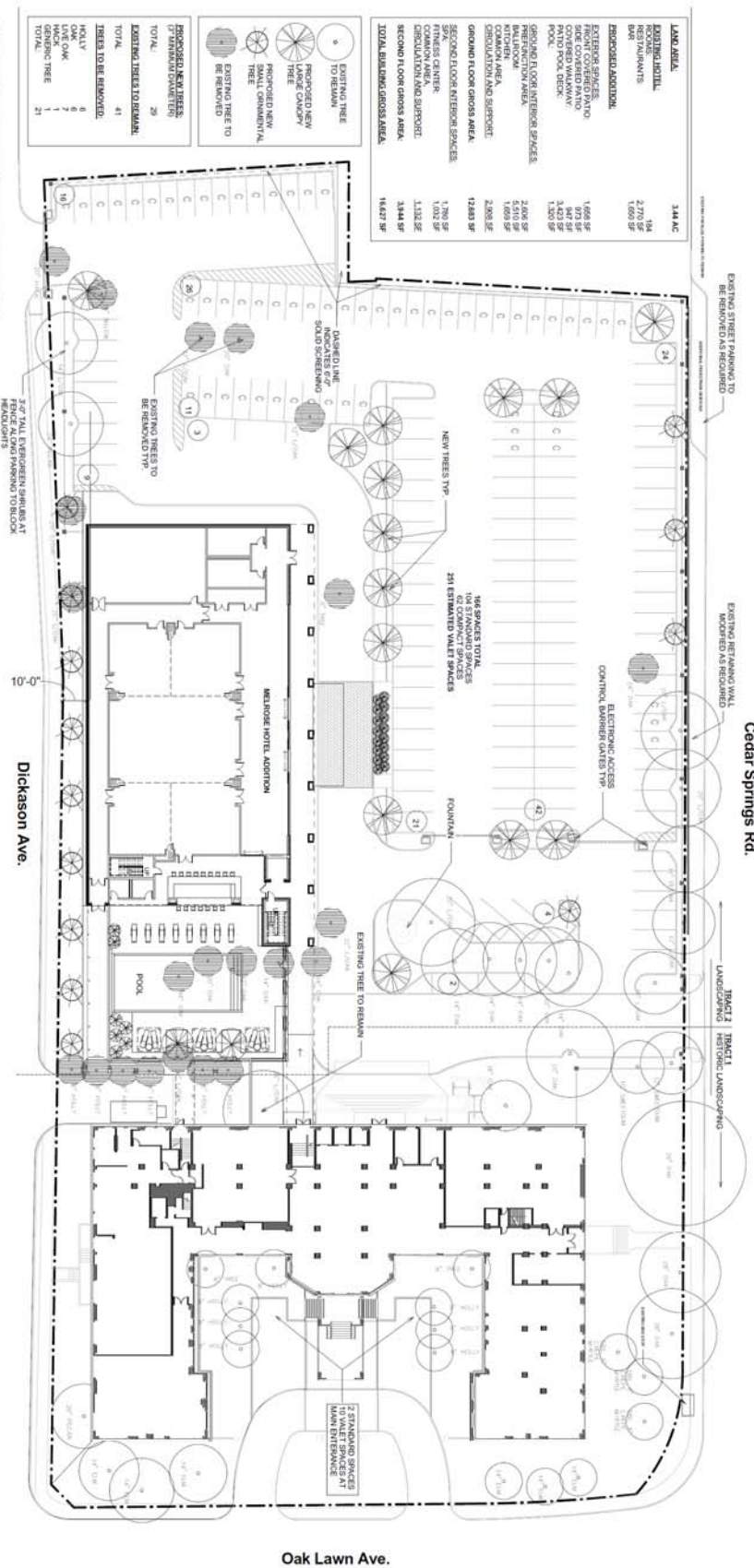
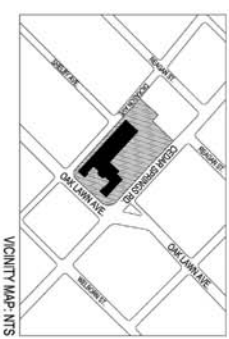
**Partners/Principals/Officers:**

**APPLICANT/OWNER: Warwick Cedar Springs Corporation  
Warwick Melrose Dallas Corporation**

Richard Chu, President, Director  
Warren Chu, Vice President, Director  
G. Paul LeBlanc, Vice President, Director  
Michael Sheh, Vice President



# Proposed Development/Landscape Plan



1. DEVELOPMENT LANDSCAPE PLAN  
 Melrose Hotel  
 Dallas, Texas  
 Job Number: 12072.00 Drawn By: TV Date: 08/16/13 Project: 10/17/2013 2:11:29 PM



**Z123-149  
CPC RECOMMENDED PDS CONDITIONS**

**SEC. S-\_\_\_.101. LEGISLATIVE HISTORY.**

PD Subdistrict \_\_ was established by Ordinance No. \_\_\_\_\_, passed by the Dallas City Council on \_\_\_\_\_.

**SEC. S-\_\_\_.102. PROPERTY LOCATION AND SIZE.**

PD Subdistrict \_\_ is established on property located at the west corner of Cedar Springs Road and Oak Lawn Avenue. The size of PD Subdistrict \_\_ is approximately 3.36 acres.

**SEC. S-\_\_\_.103. DEFINITIONS AND INTERPRETATIONS.**

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51 and Part I of this article apply to this division. If there is a conflict, this division controls. If there is a conflict between Chapter 51 and Part I of this article, Part I of this article controls.

(b) In this division:

(1) SUBDISTRICT means a subdistrict of PD 193.

(c) Unless otherwise stated, all references to articles, divisions, or sections in this division are to articles, divisions, or sections in Chapter 51.

(d) This Subdistrict is considered to be a nonresidential zoning district.

**SEC. S-\_\_\_\_.104. DEVELOPMENT PLAN.**

Development and use of the Property must comply with the development plan (Exhibit S-\_\_\_\_). In the event of a conflict between the text of this division and the development plan, the text of this division controls.

**SEC. S-\_\_\_.105. MAIN USES PERMITTED.**

The only main uses permitted in this Subdistrict are those main uses permitted in the GR General Retail Subdistrict, subject to the same conditions applicable in the GR Subdistrict, as set out in Part I of this article. For example, a use permitted in the GR Subdistrict only by specific use permit (SUP) is permitted in this Subdistrict only by SUP; a use subject to development impact review (DIR) in the GR Subdistrict is subject to DIR in this Subdistrict; etc.

**SEC. S-\_\_\_.106      ACCESSORY USES.**

(a) As a general rule, an accessory use is permitted in any subdistrict in which the main use is permitted. Some specific accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51P-193.108. For more information regarding accessory uses, consult Section 51P-193.108.

(b) Except as provided in this subsection, the following accessory uses are not permitted:

- Private stable
- Amateur communication tower
- Open storage

**SEC. S-\_\_\_.107.      YARD, LOT, AND SPACE REGULATIONS.**

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Part I of this article. If there is a conflict between this section and Part I of this article, this section controls.) In general, the yard, lot, and space regulations for the GR General Retail Subdistrict apply.

**SEC. S-\_\_\_.108.      OFF-STREET PARKING AND LOADING.**

(a) Except as provided in this section, consult Part I of this article for the specific off-street parking/loading requirements for each use.

(1) Hotel use. One-half space per hotel room

(2) Meeting space/ballroom and restaurant and/or bar use in association with a hotel use. One space per 200 square feet of floor area

(3) Spa/gym in association with a hotel use. One space per 1000 square feet of floor area.

(b) Valet parking may be used to satisfy the parking requirements for this PDS.

(c) Parking is permitted within the Special Retail Street area adjacent to Oak Lawn Avenue and Cedar Springs Road as shown on the attached development plan.

**SEC S-\_\_\_.109.      ENVIRONMENTAL PERFORMANCE STANDARDS.**

See Article VI.

**SEC. S-\_\_\_.110. LANDSCAPING.**

- (a) Landscaping must be provided as shown on the attached development/landscape plan (Exhibit \_\_\_\_\_).
- (b) Plant materials must be maintained in a healthy, growing condition.

**SEC. S-\_\_\_.111. SIGNS.**

Signs must comply with the provisions for business zoning districts in Article VII.

**SEC. S-\_\_\_.112. ADDITIONAL PROVISIONS.**

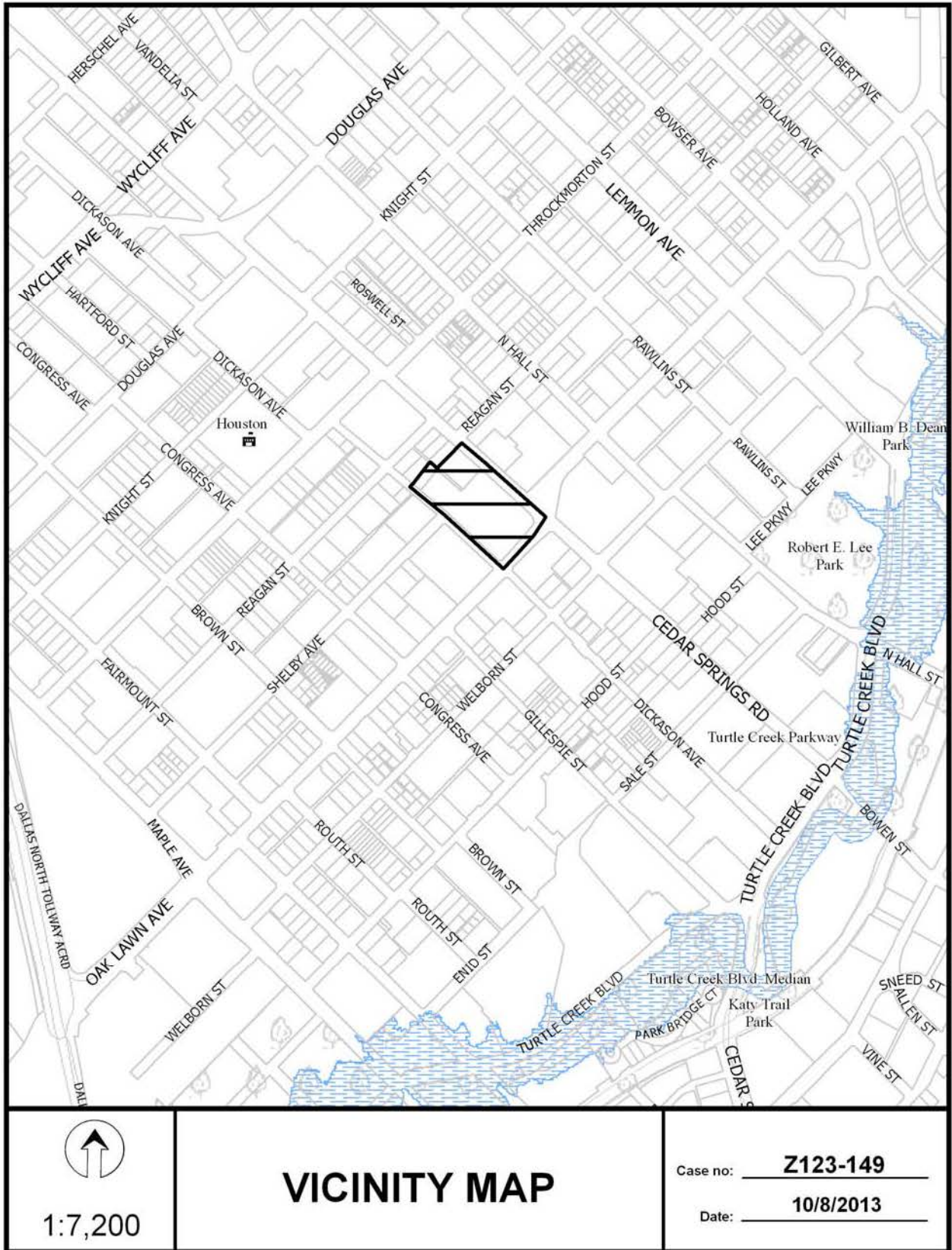
- (a) The Property must be properly maintained in a state of good repair and neat appearance.
- (b) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.
- (c) Development and use of the Property must comply with Part I of this article.

**SEC. S-\_\_\_.113. PAVING.**

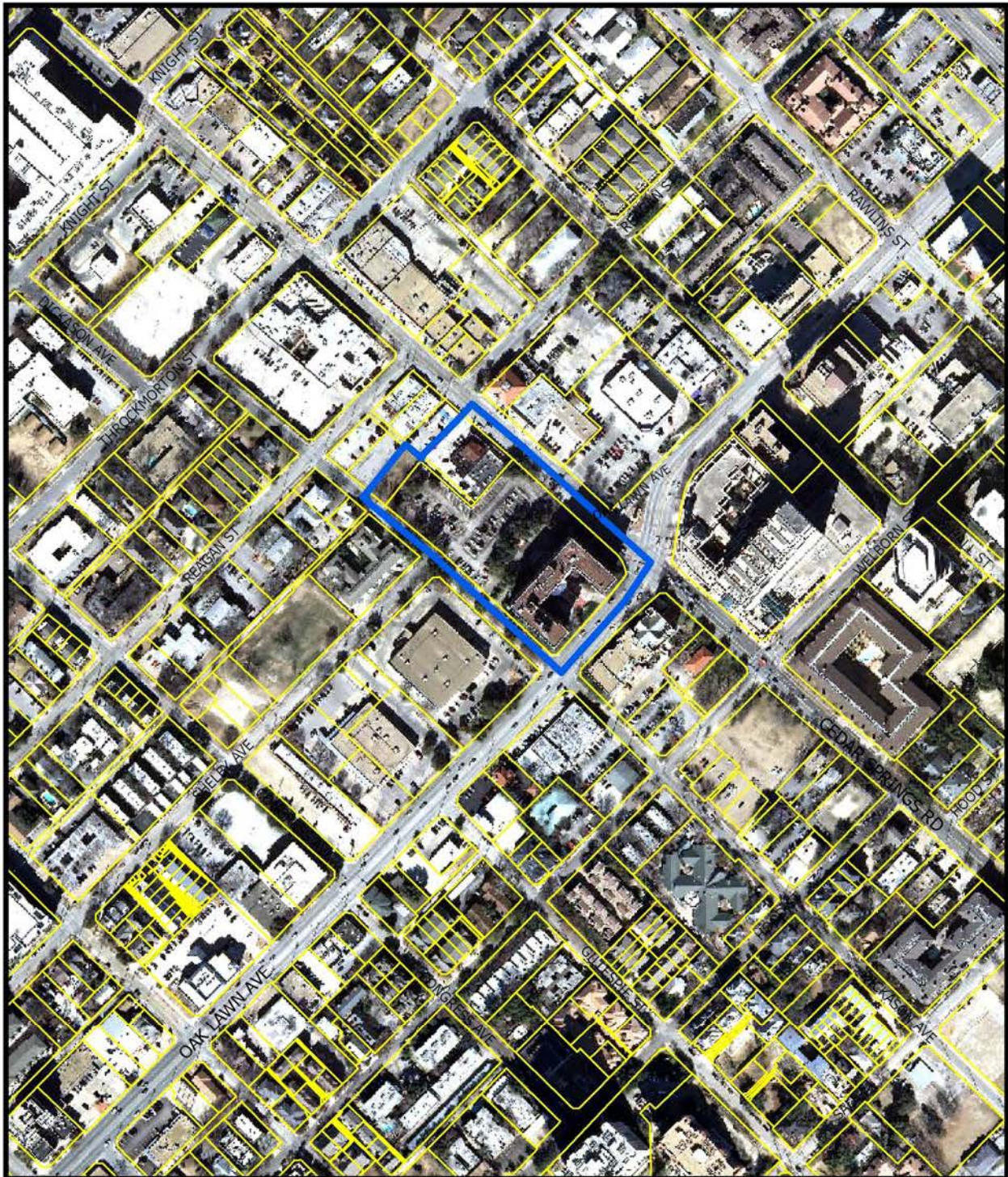
All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

**SEC. S-\_\_\_.114. COMPLIANCE WITH CONDITIONS.**

- (a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.
- (b) The building official shall not issue a building permit or a certificate of occupancy for a use in this Subdistrict until there has been full compliance with this division, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the City of Dallas.







1:3,600

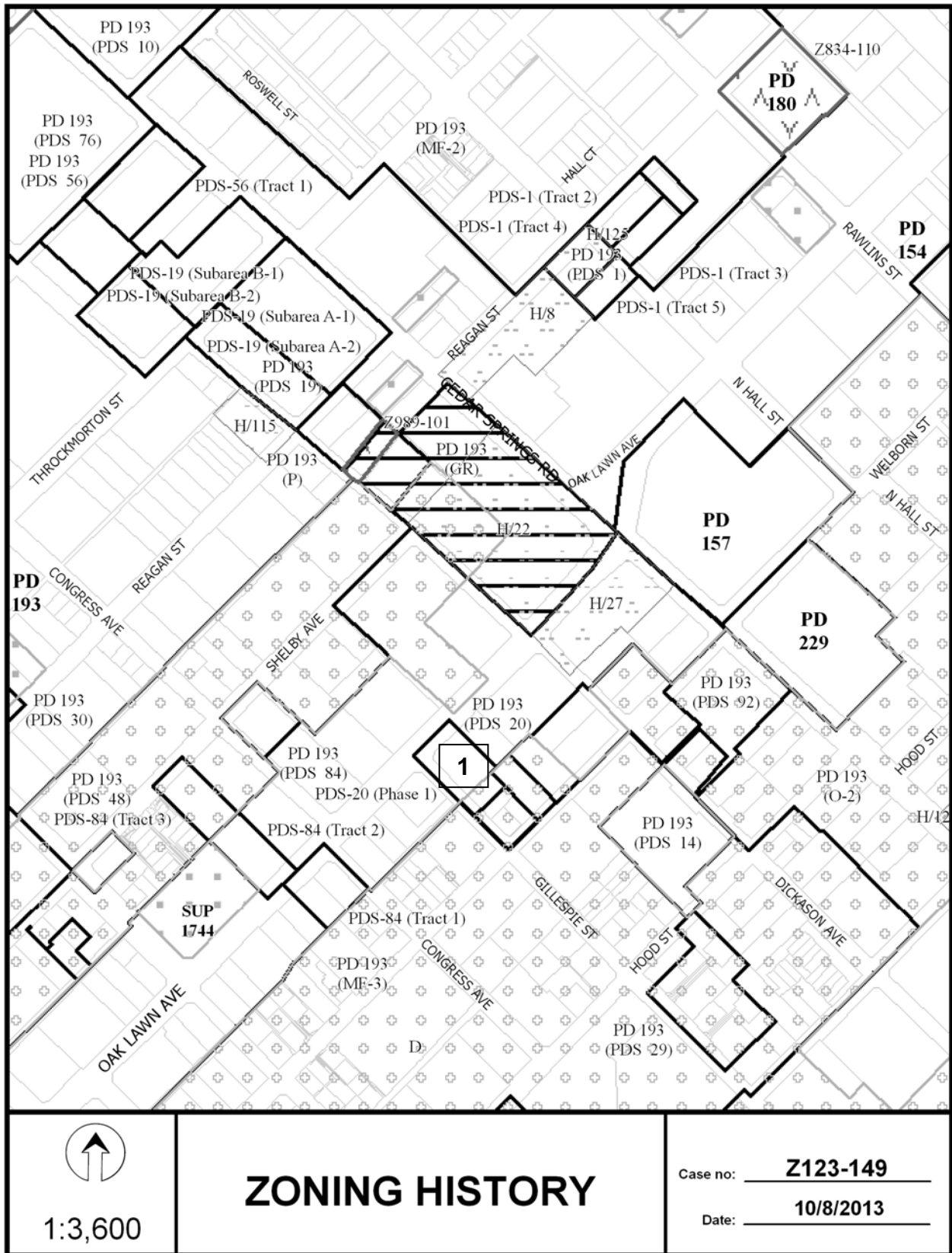
# AERIAL MAP

Case no:           Z123-149          

Date:           10/8/2013











**Notification List of Property Owners**

**Z123-149**

**143 Property Owners Notified    0 Property Owners Opposed    10 Property Owners in Favor**

<b>Vote</b>	<b>Label #</b>	<b>Address</b>	<b>Owner</b>
	1	3015 OAK LAWN AVE	WARWICK MELROSE DALLAS
	2	3839 CEDAR SPRINGS RD	WARWICK CEDAR SPRINGS CORP
	3	2820 OAK LAWN AVE	RANJBARAN JAMSHID &
	4	2814 OAK LAWN AVE	TEXAS LAND & CAPITAL LTD
O	5	2919 WELBORN ST	JST REAL ESTATE LLC
	6	2929 WELBORN ST	CONRADO INC
	7	2920 OAK LAWN AVE	INTERPROPERTIES GROUP INC
	8	2904 OAK LAWN AVE	AHNS GROUP INC
	9	2912 OAK LAWN AVE	SACHDEV PRAVEEN
	10	3014 OAK LAWN AVE	OAK LAWN M E CHURCH
	11	3706 DICKASON AVE	OAK LAWN METH CHURCH
	12	3703 CEDAR SPRINGS RD	OAK LAWN METH CH
	13	3704 DICKASON AVE	OAK LAWN METH CHURCH
	14	3707 CEDAR SPRINGS RD	BD OF TRUSTEES OAK LAWN
	15	3631 CEDAR SPRINGS RD	OAK LAWN UNITED METHODIST
	16	3721 HALL ST	ARMORE II THE ARGYLE LLC
	17	3625 HALL ST	JLE-RICHARDSON HEIGHTS LT
O	18	3818 CEDAR SPRINGS RD	GILLILAND PPTIES II LTD
O	19	3823 HALL ST	MADISON PACIFIC DEV
	20	3829 HALL ST	SAMPER OMAR D
	21	3109 REAGAN ST	CEDAR SPRINGS LLC
	22	3113 REAGAN ST	CEDAR SPRING LLC
	23	3913 HALL ST	URBAN MATRIX PROP LP
	24	3901 HALL ST	HOWELL REAL EST MGMT
	25	3911 HALL ST	URBAN MATRIX PPTIES LP
	26	3912 CEDAR SPRINGS RD	RSA INC

Z123-149 (MW)

Thursday, November 21, 2013

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	3917 HALL ST	URBAN MATRIX PPTIES LP
	28	3914 DICKASON AVE	HATTERAS PENELOPE
	29	3855 CEDAR SPRINGS RD	OKRA PROPERTIES JV
O	30	3851 CEDAR SPRINGS RD	HATTERAS PENELOPE
	31	3847 CEDAR SPRINGS RD	LERER JANE SAGINAW
	32	2918 REAGAN ST	JUREK PROPERTIES LTD
	33	2914 REAGAN ST	JUREK PROPERTIES
	34	2900 REAGAN ST	REAGANCONGRESS STREET
	35	4015 DICKASON AVE	FALCONE A W FAMILY THE
O	36	2901 REAGAN ST	WEISFELD HERSCHEL ALAN
	37	2909 REAGAN ST	HOFFMAN DREW S
	38	2911 REAGAN ST	JIANG SHUKMAN OLIVIA
	39	2913 REAGAN ST	HUGH ROGER P &
	40	2915 REAGAN ST	CUNARD THOMAS D
	41	2916 THROCKMORTON ST	TABAIE MORTEZA &
	42	2910 THROCKMORTON ST	2910 TM LTD
	43	2815 REAGAN ST	CINCO ACES PROPERTIES LLC
O	44	2821 REAGAN ST	2821 REAGAN LLC
	45	2825 REAGAN ST	AN CONSTANCE
	46	2829 REAGAN ST	ELLERBACH LYLE
	47	2824 THROCKMORTON ST	SANTILLAN VIRGINIA B ETAL
	48	2811 SHELBY AVE	TEXAS INTOWNHOMES LLC
O	49	2806 REAGAN ST	CREE DELANO LP
	50	2817 SHELBY AVE	SIARAM PROPERTIES LP
	51	2824 SHELBY AVE	U S POSTAL SERVICE
	52	3716 GILLESPIE ST	GINSBERG LAURIE BECKER & MAJOR
	53	3722 GILLESPIE ST	MEYRAT RICHARD
	54	2905 WELBORN ST	Taxpayer at
	55	3611 DICKASON AVE	SSL LANDLORD LLC
	56	3604 CEDAR SPRINGS RD	CWS CEDAR SPRING PV WB LP
	57	2909 OAK LAWN AVE	CH REALTY IV 2929 OAKLAWN LP

Z123-149 (MW)

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	3802 CEDAR SPRINGS RD	WALGREENS STORE NO 7839
	59	3238 THROCKMORTON ST	SUKHU PAUL V
O	60	3234 THROCKMORTON ST	CARPENTER CHARLES E
	61	3230 THROCKMORTON ST	ELLIOT A RAYMOND &
	62	3931 HALL ST	ANONETAPIPAT HANSA
	63	3258 THROCKMORTON ST	CORTON MARLENE M
	64	3254 THROCKMORTON ST	BRAVO JORGE A
	65	3250 THROCKMORTON ST	HUTCHINSON SCOT K
	66	3246 THROCKMORTON ST	U S BANK NA
O	67	3917 CEDAR SPRINGS RD	CAVEN ENTERPRISES INCORP
	68	3102 OAK LAWN AVE	CENTRUM GS LTD
	69	3102 OAK LAWN AVE	CENTRUM GS LTD
	70	3111 WELBORN ST	FORMANEK JONATHAN PAUL
	71	3111 WELBORN ST	ANBOUBA IMAD K
	72	3111 WELBORN ST	CAPRA JACQUELINE D
	73	3111 WELBORN ST	WRIGHT RUSSELL & PATRICIA
	74	3111 WELBORN ST	ROBINSON JAY E & LAUREN S
	75	3111 WELBORN ST	MERINGER CHRISTOPHER G & MARIA
	76	3111 WELBORN ST	LAWRENCE CHARLES M & KIMBERLY D
	77	3111 WELBORN ST	JOHNSON MADELEINE
	78	3111 WELBORN ST	ROBERTS MAIDA L B
	79	3111 WELBORN ST	DASEKE DON ROBERT &
	80	3111 WELBORN ST	MOHR SAMUEL EDWARD
	81	3111 WELBORN ST	LONDON FREDERICK A & JUDITH A
	82	3111 WELBORN ST	RACZ TRUST
	83	3111 WELBORN ST	TIMCO CONSTRUCTION INC
	84	3111 WELBORN ST	SCHWARTZ JEANNINE BAZER
	85	3111 WELBORN ST	BOYD CURTIS W &
	86	3111 WELBORN ST	BOONE GARRETT & CECILIA
	87	3111 WELBORN ST	BOONE GARRETT & CECILIA
	88	3111 WELBORN ST	DASEKE DON ROBERT &

Z123-149 (MW)

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	89	3111 WELBORN ST	JOHNSON MADELEINE
	90	3111 WELBORN ST	DANIS JEROLD I & JEANNE M
	91	3111 WELBORN ST	FORMANEK JONATHAN PAUL
	92	3111 WELBORN ST	SANTA FE REALTY CORPORATION
	93	3111 WELBORN ST	SHEKTER MARK ARTHUR
	94	3111 WELBORN ST	SUDER ERIC
	95	3111 WELBORN ST	THOMSON MICHAEL D
	96	3111 WELBORN ST	CENTRUM TOWERS LTD
	97	3111 WELBORN ST	JONES JERRAL W
	98	3111 WELBORN ST	REED ALBERT S JR
	99	3627 DICKASON AVE	SMITH TREY
	100	3627 DICKASON AVE	ADAMS DAVID G
	101	3627 DICKASON AVE	HUGHES STEVEN L
	102	3727 DICKASON AVE	SNAPP CHARLES W
O	103	3627 DICKASON AVE	RICE JAMES L &
	104	3727 DICKASON AVE	HESTON MATTHEW R
	105	3727 DICKASON AVE	BOECKLE SCOTT
	106	3627 DICKASON AVE	MACIAS ROSENDO GILBERTO &
	107	3627 DICKASON AVE	HARTLEY NICHOLE L
	108	3627 DICKASON AVE	GALLI JEFFREY
	109	3618 GILLESPIE ST	MCRAE WILLIAM H
	110	3618 GILLESPIE ST	LANDRUM MARY E
	111	3618 GILLESPIE ST	MILLER ELAINE K & RICHARD B
	112	3618 GILLESPIE ST	LYNN JAMES B & KATIE A
	113	3618 GILLESPIE ST	BARBER SCOTT C
	114	3618 GILLESPIE ST	SIEGAL MICHAEL
	115	3618 GILLESPIE ST	FARRIS EFISIO & LORI
	116	3618 GILLESPIE ST	BURKE GENIE
	117	3618 GILLESPIE ST	BAHRAMI SHOHREH
	118	3618 GILLESPIE ST	KOPEC FRANK J & DEBORAH A
	119	3618 GILLESPIE ST	SBEITY ALI

Z123-149 (MW)

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
120	3618	GILLESPIE ST	WHITTIER ANTONIE
121	2907	SHELBY AVE	KELSCH DAVID R
122	2909	SHELBY AVE	BUSHE PRISCILLA W
123	2929	SHELBY AVE	MAH YEE CHING
124	2931	SHELBY AVE	RODRIGUEZ SIMON
125	2925	SHELBY AVE	ALOISIO GINA M
126	2927	SHELBY AVE	BOLDEN LARRY
127	2947	SHELBY AVE	LEWIS RICHARD S
128	2949	SHELBY AVE	THRESHER STUART D
129	2911	SHELBY AVE	MENDOLIA PAUL JR
130	2913	SHELBY AVE	RAMIREZ VIRGINIA NOEMI SANZ
131	2915	SHELBY AVE	JJEMMA LLC
132	2919	SHELBY AVE	MCLARRY ELIZABETH
133	2921	SHELBY AVE	ARNETT MARGARET L
134	2923	SHELBY AVE	HEADINGS THEODORE H
135	2933	SHELBY AVE	RIVIELLO CHRISTINE
136	2935	SHELBY AVE	BRAY WADE
137	2937	SHELBY AVE	RODRIGUEZ ROSA M
138	2939	SHELBY AVE	JACOBSEN DESIREE A
139	2941	SHELBY AVE	DICKERSON JEFFREY H
140	2943	SHELBY AVE	YOUNG KAREN E
141	2945	SHELBY AVE	OBRIEN ANN LOUISE
142	2815	WELBORN ST	WAIATARUA INC
143	2815	WELBORN ST	WAIATARUA INC

**ADDENDUM ITEM # 20**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** 14  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Theresa O'Donnell, 671-9195  
**MAPSCO:** 45 K; L; P; Q

**SUBJECT**

A public hearing to receive comments regarding a City Plan Commission authorized hearing to determine the proper zoning on property zoned Planned Development District No. 619 with consideration given to appropriate use regulations and development standards within Planned Development District No. 619 in an area bounded by the centerlines of Pacific Avenue, Harwood Street, Jackson Street and Griffin Street and an ordinance granting the amendment  
Recommendation of Staff and CPC: Approval, subject to revised conditions Z123-285(RB)

**FILE NUMBER:** Z123-285(RB)

**DATE AUTHORIZED:** May 16, 2013

**LOCATION:** Area bounded by the centerlines of Pacific Avenue, Harwood Street, Jackson Street and Griffin Street

**COUNCIL DISTRICT:** 14

**MAPSCO:** 45 K, L, P, Q

**SIZE OF REQUEST:** Approx. 34.83 Acres

**CENSUS TRACT:** 31.01

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**PROPOSAL:** A City Plan Commission authorized hearing to determine the proper zoning on property zoned Planned Development District No. 619 with consideration given to appropriate use regulations and development standards within Planned Development District No. 619.

**SUMMARY:** The proposal focuses on the following items: 1) consider a lodging use as a pedestrian-oriented use; 2) revise maximum height of windows for street level uses; and 3) continue to permit the Board of Adjustment to consider a special exception for the percentage of windows for street level uses.

**CPC RECOMMENDATION:** Approval, subject to revised conditions.

**STAFF RECOMMENDATION:** Approval, subject to revised conditions.

**\*\*\*DESIGNATED ZONING CASE\*\*\***



### **GUIDING CRITERIA FOR RECOMMENDATION:**

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – As there is focus on street level efforts to encourage pedestrian/resident activities, detrimental impacts upon adjacent properties (lighting, noise, odor) are not anticipated.
2. *Traffic impact* – The proposed amendments will not affect existing trip generations within the Central Business District.
3. *Comprehensive Plan or Area Plan Conformance* – The proposed amendments will continue to support the designated Building Block that captures the downtown area.
4. Hotels in the CBD area accommodate the lodging needs of conventioners and visitors and the corporate needs of the surrounding businesses. Boutique hotels in the CBD are now part of the inventory accessible to visitors to the city. These uses enhance and attract pedestrian activity to downtown, supporting the inclusion of this use category as a ‘pedestrian-oriented use.’ Due to the pedestrian activity, staff also supports revising the maximum height of windows for street level facades.

### **BACKGROUND INFORMATION:**

- On June 12, 2002, the City Council approved Planned Development District No. 619.
- The PDD was created as a result of several public and private studies that developed retail strategies for the CBD area to encourage investment in the downtown core as a “full time” activity area. The vision would encourage the development of retail and service uses in the area, a commitment to residential uses, thus redefining the area as a mixed use urban activity center.
- PDD No. 619 generally mirrors the CA-1(A) Central Area District uses and development standards.

**Comprehensive Plan:** The *forwardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *forwardDallas! Comprehensive Plan* outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant’s request. The Plan identifies the request site in the Downtown Building Block.

The Downtown is a centrally located hub that provides high intensity, concentrated regional job and commercial activity supported by high-density housing. A Downtown includes pedestrian-oriented and mixed-use development and offers multiple transportation options. Ground floors of tall buildings feature shops with many windows for visual interest and safety while the streetscape incorporates trees for shade, wide sidewalks and easy-to-use signs for finding points of interest. Civic and open spaces provide an inviting atmosphere for pedestrians as well as a diversity of uses, generating activity throughout the day and evening.

Goal 1.1 Align land use strategies with economic development priorities

Policy 1.1.3 Build a dynamic and expanded Downtown.

Goal 1.2 Promote Desired development

Policy 1.2.1 Use Vision building blocks as a general guide for desired development patterns

## **STAFF ANALYSIS:**

**Land Use Compatibility:** Planned Development District No. 619 created subdistricts that generally address street level, below street level, and above street level areas of development (see subdistrict definitions in the attached amending ordinance). While the PDD has existed since June, 2001, the vision remains constant; create an environment that is thriving and active after much of the workforce has turned their attention to returning to their homes. The authorized hearing was initiated by Downtown Dallas, Inc. who has a long history of representing the stakeholders and residents in the CBD.

Since the creation of PDD No. 619, many enhancements to the central business district, both public and private sector initiated, have been established. Some of these improvements include, but are not limited to: 1) Dallas Convention Center expansion; 2) various pocket parks interspersed through the area; 3) new hotel/existing hotel expanded services; 4) expansion of DART service, inclusive of connections to the Trinity River Express (TRE), connecting adjacent cities.

The proposal area is developed with a mix of uses, with somewhat unlimited development rights as permitted in a CA-1(A) district. Adjacent areas are similarly developed with a mix of uses with various levels of development rights. The proposal focuses on the following items: 1) consider a lodging use as a pedestrian-oriented use;

2) revise maximum height of windows for street level uses; and 3) continue to permit the Board of Adjustment to consider a special exception for the percentage of windows for street level uses.

With regard to No. 1, staff recognizes that hotels in the area not only accommodate the lodging needs of conventioners and visitors to the area, but the corporate needs of the area's businesses. To that regard, a commitment of boutique hotels to the area are now part of the inventory accessible to visitors to the city. Staff recognizes these uses enhance and attract pedestrian activity to downtown, and as a result, support the inclusion of this use category as a 'pedestrian-oriented use.' Current provisions for the Board of Adjustment to grant a special exception to reduce the 75 percent requirement of street level frontage (exclusive of ingress/ingress and loading areas) of a building devoted to certain uses will be retained.

As visitors and residents have chosen to spend more time in the area, the flexibility to create visual interest at street level has led to a greater span of street level windows. Current provisions limit the height of these windows (ten feet with a bottom edge of no greater than three feet above the base of the building). This regulation has proven to be somewhat restrictive as new retailers consider designs of their storefronts in an attempt to not only capture the interest of pedestrians but a desire to bring more natural light into their areas. As a result, staff is supporting the removal of the ten-foot maximum.

Lastly, one additional existing regulation within the scope of the authorized hearing that staff has determined merits attention is the current requirement for a CPC approved development plan. In working with the building official, staff has determined this can be accommodated during the normal building permit process. It should be noted that existing notification to various advisory bodies is being retained.

As the ordinance regulating PDD No. 619 is a bit lengthy, staff's recommended revised conditions (strike-through and underlined) are highlighted for ease of identification.

**CPC ACTION**

(November 7, 2013)

**Motion:** In considering a City Plan Commission authorized hearing to determine the proper zoning on property zoned Planned Development District No. 619 with consideration given to appropriate use regulations and development standards within Planned Development District No. 619, subject to revised conditions in an area bounded by the centerlines of Pacific Avenue, Harwood Street, Jackson Street and Griffin Street, it was moved to **hold** this case under advisement until November 21, 2013.

Maker: Ridley  
Second: Hinojosa  
Result: Carried: 14 to 0

For: 14 - Anglin, Soto, Rodgers, Shidid, Hinojosa, Bagley\*, Lavallaisaa, Tarpley, Shellene, Bernbaum, Peadon, Murphy, Ridley, Alcantar

Against: 0  
Absent: 1 - Culbreath  
Vacancy: 0

\*out of the room, shown voting in favor

**Notices:** Area: 200 Mailed: 684  
**Replies:** For: 1 Against: 0

**Speakers:** None

(November 21, 2013)

**Motion:** It was moved to recommend **approval** of A City Plan Commission authorized hearing to determine the proper zoning, subject to revised conditions on property zoned Planned Development District No. 619 with consideration given to appropriate use regulations and development standards within Planned Development District No. 619 in an area bounded by the centerlines of Pacific Avenue, Harwood Street, Jackson Street and Griffin Street.

Maker: Ridley  
Second: Shidid  
Result: Carried: 14 to 0

For: 14 - Anglin, Soto, Rodgers, Shidid, Hinojosa, Bagley\*, Lavallaisaa, Tarpley, Shellene, Bernbaum, Peadon, Murphy, Ridley, Alcantar

Z123-285(RB)

Against: 0  
Absent: 1 - Culbreath  
Vacancy: 0

\*out of the room, shown voting in favor

<b>Notices:</b>	Area: 200	Mailed: 685
<b>Replies:</b>	For: 2	Against: 0
<b>Speakers:</b>	None	

**ARTICLE 619.**

**PD 619.**

**SEC. 51P-619.101. LEGISLATIVE HISTORY.**

PD 619 was established by Ordinance No. 24960, passed by the Dallas City Council on June 12, 2002. (Ord. 24960)

**SEC. 51P-619.102. PROPERTY LOCATION AND SIZE.**

PD 619 is established on property bounded by the centerlines of Pacific Avenue, Harwood Street, Jackson Street, and Griffin Street, in the city of Dallas. The size of PD 619 is approximately 34 acres. (Ord. 24960)

**SEC. 51P-619.103. DEFINITIONS AND INTERPRETATIONS.**

- (a) Unless otherwise stated, the definitions in Chapter 51A apply to this article.
- (b) DATA CENTER means a facility for storing, managing, processing, converting, warehousing, or disseminating data or information and includes the equipment that supports the data center, including computers, servers, and other data storage devices.
- (c) STREET LEVEL means, in a multi-level building, the level having the floor closest in elevation to the adjacent street. If the floors of two levels are equally close in elevation to the adjacent street, the level with the higher elevation is the street level.
- (d) Unless otherwise stated, all references to articles, divisions, or sections in this article are to articles, divisions, or sections in Chapter 51A.
- (e) This district is considered to be a nonresidential zoning district.
- (f) The symbol *[E]* appearing after a listed use means that the use is not permitted when located at street level, except that it is permissible to have an entrance for the use at street level if the entrance provides access to a level of the building on which the use is permitted. (Ord. Nos. 24960; 27470)

**SEC. 51P-619.103.0. EXHIBITS.**

The following exhibits are incorporated into this article:

- (1) Exhibit 619A: Subdistrict D and E property description.
- (2) Exhibit 619B: Subdistrict F property description.
- (3) Exhibit 619C: Subdistrict G, H, and I property description.

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- (4) Exhibit 619D: Metes and bounds description and drawing of Building Site 1.
  - (5) Exhibit 619E: Metes and bounds description and drawing of Building Site 2.
  - (6) Exhibit 619F: Subdistrict J development plan.
  - (7) Exhibit 619G: Subdistrict J property description.
- (8) Exhibit 619H: Subdistrict K property description. (Ord. Nos. 28428; 28605)

**SEC. 51P-619.103.1. GENERAL MERCHANDISE OR FOOD STORE.**

(a) Unless otherwise stated, the regulations set forth in Section 51A-4.210 for a general merchandise or food store 3,500 square feet or less apply to a general merchandise or food store 2,000 square feet or less in this article, except that the maximum size of this use is 2,000 square feet.

(b) Unless otherwise stated, the regulations set forth in Section 51A-4.210 for a general merchandise or food store greater than 3,500 square feet apply to a general merchandise or food store greater than 2,000 square feet in this article, except that the size of this use must be greater than 2,000 square feet. (Ord. 24960)

**SEC. 51P-619.103.2. TATTOO OR BODY PIERCING STUDIO.**

Unless otherwise stated, the regulations set forth in Section 51A-4.210 for a personal service use apply to a tattoo or body piercing studio in this article. (Ord. 24960)

**SEC. 51P-619.104. DEVELOPMENT PLAN.**

- (a) Subdistricts A, B, C, D, E, F, G, H, I, and K.

~~(1) — In general. A development plan is required, and the provisions of Section 51A-4.702 regarding submission of a development plan and a development schedule apply. The location and type of all proposed street level uses must be indicated on the development plan. The provisions of Section 51A-4.702 regarding submission of a site analysis, conceptual plan, and landscape plan do not apply. Amendments to the development plan must follow the same procedure set forth in this section for a development plan, and the provisions of Section 51A-4.702(h) do not apply.~~

(1 2) Preapplication conference. An applicant shall consult with the director to determine whether the proposed project complies with the requirements of this article, and the extent to which the project is consistent with any design guidelines for the district approved by city council.

(2 3) Copies to be provided to advisory bodies. When the application for a building permit is submitted to the ~~director~~ building official, the applicant shall also send a copy of the proposed ~~development site~~ plan and development schedule to the Board of Directors of Tax Increment Financing Reinvestment Zone No. 5 (City Center TIF), c/o Area Redevelopment Manager, Economic Development Department, 1500 Marilla Street, Room 5CS, Dallas, Texas 75201, and to the Downtown Partnership, Inc., 1623 Main Street, Dallas, Texas 75201, or their successors.

(b) Subdistrict J. Development and use of the Property must comply with the Subdistrict J development plan (Exhibit 619F). If there is a conflict between the text of this article and the Subdistrict J development plan, the text of this article controls. (Ord. 24960; 28428; 28605)

**SEC. 51P-619.105. SUBDISTRICTS.**

(a) Subdistrict A is street level Property, except Property in Subdistricts F, G, J, and K. In general terms, this is all street level Property except Property adjacent to the south side of Pegasus Plaza; Property bounded by Field Street, Commerce Street, Jackson Street, and Browder Street; Property bounded by Pacific Avenue, Griffin Place, Elm Street, and Griffin Street; and approximately 2,500 square feet of land on the south side of Elm Street between Stone Place and Ervay Street.

(b) Subdistrict B is Property that is below street level, except Property in Subdistricts D and H. In general terms, this is all underground Property except Property adjacent to Pegasus Plaza and Stone Street Mall and Property bounded by Field Street, Commerce Street, Jackson Street, and Browder Street.

(c) Subdistrict C is Property that is one or more levels above street level, except Property that is in Subdistricts E and I. In general terms, this is all Property above ground level except Property above the area adjacent to Pegasus Plaza and Stone Street Mall and Property bounded by Field Street, Commerce Street, Jackson Street, and Browder Street.

(d) Subdistrict D is Property that is below street level, in the area described in Exhibit 619A. In general terms, this is all underground Property that is adjacent to Pegasus Plaza and Stone Street Mall.

(e) Subdistrict E is Property that is one or more levels above street level, in the area described in Exhibit 619A. In general terms, this is all Property above ground level in the area adjacent to Pegasus Plaza and Stone Street Mall.

(f) Subdistrict F is street level Property in the area described in Exhibit 619B. In general terms, this is all street level Property that is adjacent to the south side of Pegasus Plaza.

(g) Subdistrict G is street level Property in the area described on Exhibit 619C. In general terms, this is all street level Property that is bounded by Field Street, Commerce Street, Jackson Street, and Browder Street.

(h) Subdistrict H is Property that is below street level in the area described on Exhibit 619C. In general terms, this is all underground Property that is bounded by Field Street, Commerce Street, Jackson Street, and Browder Street.

(i) Subdistrict I is Property that is one or more levels above street level in the area described on Exhibit 619C. In general terms, this is all Property above ground level that is bounded by Field Street, Commerce Street, Jackson Street, and Browder Street.

(j) Subdistrict J is street level Property in the area described on Exhibit 619G. In general terms, this is all street level Property that is bounded by Pacific Avenue, Griffin Place, Elm Street, and Griffin Street.



(k) Subdistrict K is street level Property in the area described on Exhibit 619H. In general terms, this is approximately 2,500 square feet of land on the south side of Elm Street between Stone Place and Ervay Street. (Ord. Nos. 24960; 27470; 28428; 28605)

**SEC. 51P-619.106.1. MAIN USES PERMITTED IN SUBDISTRICTS A, F, G, J, AND K (STREET LEVEL).**

- (a) Agricultural uses.
  - None permitted.
- (b) Commercial and business service uses.
  - Catering service. *[See Section 51P-619.106.4.]*
  - Custom business services. *[See Section 51P-619.106.4.]*
  - Custom woodworking, furniture construction, or repair. *[E][See Section 51P-619.106.4.]*
  - Electronics service center. *[E][See Section 51P-619.106.4.]*
  - Job or lithographic printing. *[E][See Section 51P-619.106.4.]*
  - Medical or scientific laboratory. *[E][See Section 51P-619.106.4.]*
  - Technical school. *[E][See Section 51P-619.106.4.]*
  - Tool or equipment rental. *[E][See Section 51P-619.106.4.]*
- (c) Industrial uses.
  - Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*
- (d) Institutional and community service uses.
  - Adult day care facility. *[E][See Section 51P-619.106.4.]*
  - Child-care facility. *[See Section 51P-619.106.4.]*
  - Church. *[See Section 51P-619.106.4.]*
  - College, university, or seminary. *[See Section 51P-619.106.4.]*
  - Community service center. *[E][See Section 51P-619.106.4.]*
  - Convalescent and nursing homes, hospice care, and related institutions. *[E][See Section 51P-619.106.4.]*
  - Convent or monastery. *[E][See Section 51P-619.106.4.]*
  - Hospital. *[See Section 51P-619.106.4.]*
  - Library, art gallery, or museum. *[See Section 51P-619.106.4.]*
  - Public or private school. *[See Section 51P-619.106.4.]*
- (e) Lodging uses.
  - Hotel or motel. *[See Section 51P-619.106.4.]*
  - Lodging or boarding house. *[See Section 51P-619.106.4.]*
- (f) Miscellaneous uses.
  - Carnival or circus (temporary). *[By special authorization of the building official.]*

- Temporary construction or sales office.
- (g) Office uses.
  - Alternative financial establishment. *[By SUP only in Subdistrict K.] [See Section 51P-619.106.4.]*
  - Financial institution without drive-in window. *[See Section 51P-619.106.4.]*
  - Medical clinic or ambulatory surgical center. *[See Section 51P-619.106.4.]*
    - Office. *[See Section 51P-619.106.4.]*
- (h) Recreation uses.
  - Private recreation center, club, or area. *[See Section 51P-619.106.4.]*
  - Public park or playground. *[Golf course is not permitted.][See Section 51P-619.106.4.]*
- (i) Residential uses.
  - College dormitory, fraternity, or sorority house. *[E][See Section 51P-619.106.4.]*
  - Group residential facility. *[E][SUP required if spacing component of Section 51A-4.209(3) is not met.][See Section 51P-619.106.4.]*
    - Multifamily. *[E][See Section 51P-619.106.4.]*
    - Retirement housing. *[E][See Section 51P-619.106.4.]*
- (j) Retail and personal service uses.
  - Alcoholic beverage establishments. *[E, otherwise by SUP only. See Section 51A-4.210(b)(4).]*
    - Ambulance service.
    - Business school. *[E]*
    - Commercial amusement (inside). *[SUP]*
    - Commercial amusement (outside). *[SUP]*
  - Commercial parking lot or garage. *[Permitted only up to a maximum of 25 percent of the ground floor area of a building, and this use must be part of a multiple level parking garage; a single level commercial parking lot or garage is not permitted in this subdistrict.]*
    - Dry cleaning or laundry store.
    - Furniture store.
    - General merchandise or food store 2,000 square feet or less.
    - General merchandise or food store greater than 2,000 square feet.
    - Household equipment and appliance repair.
    - Mortuary, funeral home, or commercial wedding chapel.
    - Nursery, garden shop, or plant sales.
  - Outside sales. *[Permitted only if the outside sales are adjacent to and accessory to a permitted retail and personal service use in this subdistrict.]*
    - Personal service uses.
    - Restaurant without drive-in or drive-through service.
    - Tattoo or body piercing studio. *[SUP]*
    - Temporary retail use.
    - Theater.
  - Vehicle display, sales, and service. *[SUP][Vehicle display is limited to the inside of a building.]*
- (k) Transportation uses.
  - Commercial bus station and terminal. *[SUP]*

- Heliport. [E]
- Helistop. [E]
- STOL (short takeoff or landing) port. [E]
- Railroad passenger station. [SUP]
- Transit passenger shelter.
- Transit passenger station or transfer center. [SUP]

(l) Utility and public service uses.

- Commercial radio or television transmitting station. [See Section 51P-619.106.4.]
- Communications exchange facility. [E][See Section 51P-619.106.4.]
- Data center. [Subdistrict G only.]
- Electrical substation. [E][See Section 51P-619.106.4.]
- Local utilities. [See Section 51P-619.106.4.]
- Police or fire station. [See Section 51P-619.106.4.]
- Post office. [See Section 51P-619.106.4.]
- Utility or government installation other than listed. [See Section 51P-619.106.4.]

(m) Wholesale, distribution, and storage uses.

- Freight terminal. [E][See Section 51P-619.106.4.]
- Mini-warehouse. [E][See Section 51P-619.106.4.]
- Office showroom/warehouse. [See Section 51P-619.106.4.]
- Recycling drop-off container. [SUP required if the requirements of Subparagraph (E) of Section 51A-4.213(11.2) are not satisfied.][See Section 51P-619.106.4.]
- Recycling drop-off for special occasion collection. [SUP required if the requirements of Subparagraph (E) of Section 51A-4.213(11.3) are not satisfied.][See Section 51P-619.106.4.]
- Trade center. [See Section 51P-619.106.4.]
- Warehouse. [E][See Section 51P-619.106.4.]

(Ord. Nos. 24960; 27470; 28428; 28605)

**SEC. 51P-619.106.2. MAIN USES PERMITTED IN SUBDISTRICTS B, D, AND H (BELOW STREET LEVEL).**

(a) Agricultural uses.

- None permitted.

(b) Commercial and business service uses.

- Catering service.
- Custom business services.
- Custom woodworking, furniture construction, or repair.
- Electronics service center.
- Job or lithographic printing. [RAR]
- Medical or scientific laboratory.
- Technical school.
- Tool or equipment rental.

(c) Industrial uses.

-- Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*

(d) Institutional and community service uses.

- Child-care facility. *[See Section 51P-619.106.4.]*
- Church.
- College, university, or seminary.
- Community service center. *[SUP]*
- Convalescent and nursing homes, hospice care, and related institutions. *[SUP]*
- Convent or monastery.
- Hospital.
- Library, art gallery, or museum. *[SUP]*
- Public or private school.

(e) Lodging uses.

- Hotel or motel.
- Lodging or boarding house.

(f) Miscellaneous uses.

- Carnival or circus (temporary). *[By special authorization of the building official.]*
- Temporary construction or sales office.

(g) Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window. *[DIR]*
- Medical clinic or ambulatory surgical center.
- Office.

(h) Recreation uses.

- Private recreation center, club, or area.
- Public park, playground. *[Golf course is not permitted.]*

(i) Residential uses.

-- College dormitory, fraternity, or sorority house.  
-- Group residential facility. *[SUP required if spacing component of Section 51A-4.209(3) is not met.]*

- Multifamily.
- Retirement housing.

(j) Retail and personal service uses.

-- Alcoholic beverage establishments. *[This use is permitted only when the use has direct public access to the exterior of the building at street level. See Section 51A-4.210(b)(4). By SUP only in Subdistricts B and H.]*

- Ambulance service.

- Business school.
- Commercial amusement (inside). *[By SUP only in Subdistricts B and H.]*
- Commercial amusement (outside). *[SUP]*
- Commercial parking lot or garage.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 2,000 square feet or less.
- General merchandise or food store greater than 2,000 square feet. *[SUP]*
- Household equipment and appliance repair.
- Mortuary, funeral home, or commercial wedding chapel.
- Nursery, garden shop, or plant sales. *[SUP]*
- Personal service uses. *[SUP required if this use exceeds 2,000 square feet.]*
- Restaurant without drive-in or drive-through service. *[SUP required if this use exceeds 2,000 square feet.]*
  - Tattoo or body piercing studio. *[SUP]*
  - Temporary retail use. *[SUP]*
  - Theater.
- Vehicle display, sales, and service. *[SUP][Vehicle display is limited to the inside of a building.]*

(k) Transportation uses.

- Commercial bus station and terminal. *[SUP]*
- Railroad passenger station. *[SUP]*
- Transit passenger shelter.
- Transit passenger station or transfer center. *[SUP]*

(l) Utility and public service uses.

- Commercial radio or television transmitting station.
- Communications exchange facility.
- Data Center. *[Subdistrict H only.]*
- Electrical substation.
- Local utilities.
- Police or fire station.
- Post office.
- Utility or government installation other than listed.

(m) Wholesale, distribution, and storage uses.

- Freight terminal. *[DIR]*
- Mini-warehouse.
- Office showroom/warehouse.
- Recycling drop-off container. *[SUP required if the requirements of Subparagraph (E) of Section 51A-4.213(11.2) are not satisfied.]*
- Recycling drop-off for special occasion collection. *[SUP required if the requirements of Subparagraph (E) of Section 51A-4.213(11.3) are not satisfied.]*
  - Trade center.
  - Warehouse.

(Ord. Nos. 24960; 27470)

**SEC. 51P-619.106.3. MAIN USES PERMITTED IN SUBDISTRICTS C, E, AND I (ABOVE STREET LEVEL).**

- (a) Agricultural uses.
  - None permitted.
- (b) Commercial and business service uses.
  - Catering service.
  - Custom business services.
  - Custom woodworking, furniture construction, or repair.
  - Electronics service center.
  - Job or lithographic printing. *[RAR]*
  - Medical or scientific laboratory.
  - Technical school.
  - Tool or equipment rental.
- (c) Industrial uses.
  - Temporary concrete or asphalt batching plant. *[By special authorization of the building official.]*
- (d) Institutional and community service uses.
  - Adult day care facility.
  - Child-care facility.
  - Church.
  - College, university, or seminary.
  - Community service center. *[SUP]*
  - Convalescent and nursing homes, hospice care, and related institutions. *[SUP]*
  - Convent or monastery.
  - Hospital.
  - Library, art gallery, or museum.
  - Public or private school.
- (e) Lodging uses.
  - Hotel or motel.
  - Lodging or boarding house.
- (f) Miscellaneous uses.
  - Carnival or circus (temporary). *[By special authorization of the building official.]*
  - Temporary construction or sales office.
- (g) Office uses.

- Financial institution without drive-in window.
- Financial institution with drive-in window. *[DIR]*
- Medical clinic or ambulatory surgical center.
- Office.

(h) Recreation uses.

- Private recreation center, club, or area.
- Public park, playground. *[Golf course is not permitted.]*

(i) Residential uses.

- College dormitory, fraternity, or sorority house.
- Group residential facility. *[SUP required if spacing component of Section 51A-4.209(3) is not met.]*
- Multifamily.
- Retirement housing.

(j) Retail and personal service uses.

- Alcoholic beverage establishments. *[See Section 51A-4.210(b)(4). By SUP only in Subdistricts C and I.]*
- Ambulance service.
- Business school.
- Commercial amusement (inside). *[By SUP only in Subdistricts C and I.]*
- Commercial amusement (outside). *[SUP]*
- Commercial parking lot or garage.
- Dry cleaning or laundry store.
- Furniture store.
- General merchandise or food store 2,000 square feet or less.
- General merchandise or food store greater than 2,000 square feet.
- Household equipment and appliance repair.
- Mortuary, funeral home, or commercial wedding chapel.
- Nursery, garden shop, or plant sales.
- Personal service uses.
- Restaurant without drive-in or drive-through service.
- Tattoo or body piercing studio. *[SUP]*
- Temporary retail use.
- Theater.
- Vehicle display, sales, and service. *[SUP][Vehicle display is limited to the inside of a building.]*

(k) Transportation uses.

- Commercial bus station and terminal. *[SUP]*
- Heliport. *[SUP]*
- Helistop. *[SUP]*
- Railroad passenger station. *[SUP]*
- STOL (short takeoff or landing) port. *[SUP]*
- Transit passenger shelter.
- Transit passenger station or transfer center. *[SUP]*

(l) Utility and public service uses.

- Commercial radio or television transmitting station.
- Communications exchange facility. [SUP]
- Data center. [Subdistrict I only.]
- Electrical substation.
- Local utilities.
- Police or fire station.
- Post office.
- Radio, television, or microwave tower.
- Tower/antenna for cellular communication.
- Utility or government installation other than listed.

(m) Wholesale, distribution, and storage uses.

- Mini-warehouse.
- Office showroom/warehouse.
- Recycling drop-off container. [SUP required if the requirements of Subparagraph (E) of Section 51A-4.213(11.2) are not satisfied.]
- Recycling drop-off for special occasion collection. [SUP required if the requirements of Subparagraph (E) of Section 51A-4.213(11.3) are not satisfied.]
- Trade center.
- Warehouse.

(Ord. Nos. 24960; 27470)

**SEC. 51P-619.106.4. RESTRICTIONS ON USES IN SUBDISTRICTS A AND K.**

(a) Pedestrian-oriented uses.

(1) Subdistrict A. Any use that is not a retail and personal service use, a financial institution without drive-in window, hotel or motel, or a transportation use, and is located in a building in Subdistrict A is not permitted if, at the time of the request for a certificate of occupancy, less than 75 percent of the frontage of that building at street level (excluding docking and loading areas, driveways, exit ramps, and entrance ramps) is occupied by, or is made available exclusively for use by, retail and personal service uses, financial institution without drive-in window, hotel or motel, and/or transportation uses that extend at least 50 feet into the building.

(2) Subdistrict K. Any use that is not a retail and personal service use, an office use, a transportation use, or a hotel or motel, and is located in a building in Subdistrict K is not permitted if, at the time of the request for a certificate of occupancy, less than 75 percent of the frontage of that building at street level (excluding docking and loading areas, driveways, exit ramps, and entrance ramps) is occupied by, or is made available exclusively for use by, a retail and personal service use, an office use, a transportation use, and/or a hotel or motel that extends at least 50 feet into the building.

(3) Measurement. The 50-foot measurement is made perpendicularly from the facade of the building having the frontage. For the purpose of this subsection, "frontage" means the length of property between property or lease boundary lines along one side of a street that is: (1) at least 35 feet wide; or (2) a closed street that has not been abandoned by the city.

(b) Special exception.



(1) The board may grant a special exception to reduce the minimum 75 percent requirement in Subsection (a) to no less than 50 percent upon making a special finding from the evidence presented that:

(A) strict compliance with the requirements of this section will unreasonably burden the use of the property;

(B) the special exception will not adversely affect neighboring property; and

(C) the proposed use will not discourage street level activity.

(2) In determining whether to grant a special exception under Paragraph (1), the board shall consider the following factors: the location of the site, and the extent to which existing or proposed amenities will compensate for the reduction of retail and personal service uses, office uses, hotel or motel, financial institution without drive-in window, and/or permitted transportation uses in these subdistricts, as applicable.

(3) The board may waive the filing fee for a special exception under Paragraph (1) when the board finds that payment of the fee would result in financial hardship to the applicant. The applicant may either pay the fee and request reimbursement as part of his appeal or request that the matter be placed on the board's miscellaneous docket for predetermination. If the matter is placed on the miscellaneous docket, the applicant may not file his appeal until the merits of the request for waiver have been determined by the board. (Ord. Nos. 24960; 28605)

**SEC. 51P-619.107. ACCESSORY USES.**

(a) As a general rule, an accessory use is permitted in any district in which the main use is permitted. Some specific types of accessory uses, however, due to their unique nature, are subject to additional regulations in Section 51A-4.217. For more information regarding accessory uses, consult Section 51A-4.217.

(b) The following accessory uses are permitted in this district only when accessory to a commercial parking garage:

- Vehicle or engine repair or maintenance. *[DIR]*
- Auto service center.
- Car wash.
- Motor vehicle fueling station.

(c) The following accessory use is permitted in this district by SUP only:

- Private street or alley.

(Ord. 24960)

**SEC. 51P-619.108. YARD, LOT, AND SPACE REGULATIONS.**

(Note: The yard, lot, and space regulations in this section must be read together with the yard, lot, and space regulations in Division 51A-4.400. In the event of a conflict between this section and Division 51A-4.400, this section controls.)

(a) Except as provided below, the yard, lot, and space regulations contained in Section 51A-4.124(a)(4) for the CA-1(A) Central Area District, and where CP Core Pedestrian Precinct and SP Secondary Pedestrian Precinct overlays exist, the yard, lot, and space regulations contained in Section 51A-4.124(a)(8)(B), apply to this planned development district.

(b) Front yard. No minimum front yard.

(c) Side and rear yard. No minimum side and rear yard.

(d) Maximum floor area ratio. Subdistricts G, H, I, and J are considered one lot for purposes of calculating maximum floor area ratio. (Ord. Nos. 24960; 27470; 28428)

**SEC. 51P-619.109. OFF-STREET PARKING AND LOADING.**

(a) In general. Unless otherwise provided, the off-street parking and loading regulations contained in Section 51A-4.124(a)(5) and Section 51A-4.306 for the CA-1(A) Central Area District apply in this district. Consult the use regulations (Division 51A-4.200) for the specific off-street parking requirements for multifamily uses. Consult the off-street parking and loading regulations (Divisions 51A-4.300 et seq.) for information regarding off-street parking and loading generally.

(b) Parking bay dimensions. Each off-street parking space must be provided in accordance with the following dimensional standards:

(1) A parking space parallel with the access lane must be 22 feet long and 8 feet wide. A one-way access lane must be at least 10 feet wide; a two-way access lane must be at least 20 feet wide.

(2) The following restrictions apply to the use of 7.5-foot-wide stalls to satisfy off-street parking requirements:

(A) 7.5-foot-wide stalls must be double-striped and identified by pavement markings to indicate that the stalls are for small car parking.

(B) 7.5-foot-wide stalls may constitute no more than 35 percent of the required parking spaces for any use.

(C) The following parking bay widths must be provided.

Parking Angle	Aisle	Aisle	One Row	One Row	Two Rows	Two Rows
	One Way	Two Way	One Way	Two Way	One Way	Two Way
30	12.0'	18.0'	26.5'	32.5'	41.0'	47.0'
40	12.0'	18.0'	28.0'	34.0'	44.0'	50.0'
50	12.0'	18.0'	29.1'	35.1'	46.2'	52.2'
60	14.0'	18.0'	31.6'	35.6'	49.2'	53.2'
70	15.0'	18.0'	32.6'	35.6'	50.2'	53.2'
80	18.0'	18.0'	35.1'	35.1'	52.2'	52.2'
90	18.0'	18.0'	34.0'	34.0'	50.0'	50.0'

(3) All other parking spaces must be provided in accordance with the parking stall width requirements set forth in Article IV.

(c) Subdistricts G, H, and I. All required off-street parking spaces for uses located in Subdistricts G, H, and I may be located outside of Subdistricts G, H, and I without complying with the special parking regulations in Division 51A-4.320 provided the nearest edge of the parking structure or parking lot containing the required spaces is located within 150 feet of the nearest edge of the Property bounded by Field Street, Commerce Street, Jackson Street, and Browder Street. (Ord. Nos. 24960; 27470)

**SEC. 51P-619.109.1. VALET PARKING.**

Use of the right-of-way for valet parking is subject to a central valet plan if required by Chapter 43 of the Dallas City Code. (Ord. 24960)

**SEC. 51P-619.110. ENVIRONMENTAL PERFORMANCE STANDARDS.**

See Article VI. (Ord. 24960)

**SEC. 51P-619.111. LANDSCAPING.**

(a) In general. Landscaping must comply with all landscaping requirements set forth for the CA-1(A) district, and should be consistent with any design guidelines for the district approved by city council.

(b) Subdistrict J. Landscaping must comply with the following provisions in addition to the requirements of Subsection (a):

(1) Landscape materials. A minimum of one large shrub or small tree must be planted for each 30 feet of frontage on Elm Street and on Griffin Street.

(2) Planting area requirements. The planting area requirements for containers must meet the minimum planting area requirements for planting areas located above underground buildings or structures for large shrubs or small trees in Section 51A-10.104(b)(1).

(3) Alternative landscape plan. The director may approve an alternative landscape plan only if compliance with this subsection is not possible, the inability to comply is not self-created, and the alternative landscape plan is in keeping with the intent of this subsection. An alternative landscape plan may reduce the size of planters and landscape materials if the number of trees or shrubs are not reduced.

(4) Private license granted.

(A) The city council hereby grants a revocable, non-exclusive license to the owners or tenants (with the written consent of the owner) of all property in this subdistrict for the exclusive purpose of authorizing compliance with the parkway landscaping requirements of this article. "Parkway" means the portion of a street right-of-way between the street curb and the lot line. An owner or tenant is not required to pay an initial or annual fee for this license, although a fee may be charged for issuance of a parkway landscape permit. This private license will not terminate at the end of any specific period, however, the city council reserves the right to terminate this license at will, by resolution passed by the city council, any time such termination becomes necessary. The determination by the city council of the need for termination is final and binding. The city shall become entitled to possession of the licensed area without giving any notice and without the necessity of legal proceedings to obtain possession when, in its judgment, the purpose or use of the license is inconsistent with the public use of the right-of-way or when the purpose or use of the license is likely to become a nuisance or a threat to public safety. Upon termination of the license by the city council, each owner or tenant shall remove all improvements and installations in the public rights-of-way to the satisfaction of the director of public works and transportation.

(B) An owner or tenant is not required to comply with any landscaping requirement to the extent that compliance is made impossible due to the city council's revocation of the private license granted by this subsection.

(C) Upon the installation of landscaping and related amenities, such as irrigation systems, in the public rights-of-way, the owner or tenant shall procure, pay for, and keep in full force and effect commercial general liability insurance coverage with an insurance company authorized to do business in the State of Texas and otherwise acceptable to the city, covering, but not limited to, the liability assumed under the private license granted under this subsection, with combined single limits of liability for bodily injury and property damage of not less than \$1,000,000 for each occurrence, and \$2,000,000 annual aggregate. Coverage under this liability policy must be on an occurrence basis and the city shall be named as additional insured. Proof of such insurance must be sent to: Office of Risk Management, City of Dallas, 1500 Marilla, Dallas, Texas 75201, and the policy must provide for 30 days prior written notice to the Office of Risk Management of cancellation, expiration, non-renewal, or material change in coverage. All subrogation rights for loss or damage against the city are hereby waived to the extent that they are covered by this liability insurance policy.

(D) Each owner or tenant is responsible for maintaining the landscaping in a healthy, growing condition, for keeping related amenities in good repair and condition, and for keeping the premises safe and from deteriorating in value or condition, at no expense to the city. The city is absolutely exempt from any requirements to make repairs or to maintain the landscaping, related amenities, or the premises. The granting of a license for landscaping and related amenities under this subsection does not release the owner or tenant from liability for the installation or maintenance of trees, landscaping, and related amenities in the public right-of-way.

(5) Parkway landscape permit.

(A) It is the responsibility of the property owner to apply for and obtain a parkway landscape permit before locating trees, landscaping, or related amenities in the parkway. An application for a parkway landscape permit must be made to the building official. The application must be in writing on a form approved by the building official and accompanied by plans or drawings showing the area of the parkway affected and the planting or other amenities proposed.

(B) Upon receipt of the application and any required fees, the building official shall circulate it to all affected city departments and utilities for review and comment. If, after receiving comments from affected city departments and utilities, the building official determines that the construction, planting, or other amenities proposed will not be inconsistent with and will not unreasonably impair the public use of the right-of-way, the building official shall issue a parkway landscape permit to the property owner; otherwise, the building official shall deny the permit.

(C) A property owner is not required to comply with any parkway landscaping requirement of this article if compliance is made impossible due to the building official's denial of a parkway landscape permit.

(D) A parkway landscape permit issued by the building official is subject to immediate revocation upon written notice if at any time the building official determines that the use of the parkway authorized by the permit is inconsistent with or unreasonably impairs the public use of the right-of-way. The property owner is not required to comply with any parkway landscaping requirement of this section if compliance is made impossible due to the building official's revocation of a parkway landscape permit.

(E) The issuance of a parkway landscape permit under this subsection does not excuse the property owner, his agents, or employees from liability for the installation or maintenance of trees or other amenities in the public right-of-way. (Ord. 24960; 28428)

**SEC. 51P-619.112. STREET LEVEL FACADE REQUIREMENTS IN SUBDISTRICTS A, J, AND K.**

The following provisions apply to all uses in Subdistricts A, J, and K except church use and residential uses. All street level frontage (“street level facade”) of a building in this district must have windows and primary entrances facing the street, pedestrian way, or plaza. For the purpose of this subsection, “frontage” means the length of property between property or lease boundary lines along one side of a street that is: (1) at least 35 feet wide; or (2) a closed street that has not been abandoned by the city. No more than 10 continuous linear feet of street level facade may lack a transparent surface (e.g. a window or a transparent door). Corner lot structures must have corner entrances in compliance with the visibility triangle standards set by the department of public works and transportation. Street level facade windows must:

- (1) be clear, unpainted, or made of similarly treated glass allowing visibility into street level uses;
- (2) cover 50 percent or more of street level frontage; and

- (3) not have a bottom edge higher than three feet above the base of building. ~~and~~
- ~~(4) be less than 10 feet high. (Ord. Nos. 24960; 28428; 28605)~~

**SEC. 51P-619.113. SIGNS.**

Signs must comply with Article VII. (Ord. 24960)

**SEC. 51P-619.114. ADDITIONAL PROVISIONS.**

(a) Except as otherwise provided, the additional regulations applicable to CA-1(A) in Section 51A-4.124(a)(8) apply in this district, and the additional regulations applicable to the CC City Core Subdistrict, Secondary Parking Subdistrict, CP Core Pedestrian Precinct, and SP Secondary Pedestrian Precinct overlays in Section 51A-4.124(a)(8) apply in this district to the respective retained overlay areas in this district.

(b) The Property bounded by Field Street, Commerce Street, Jackson Street, and Browder Street consists of two separate building sites. Building Site 1 is an approximately 42,682 square foot tract of land as shown on and described in Exhibit 619D. Building Site 2 is an approximately 84,318 square foot tract of land as shown on and described in Exhibit 619E.

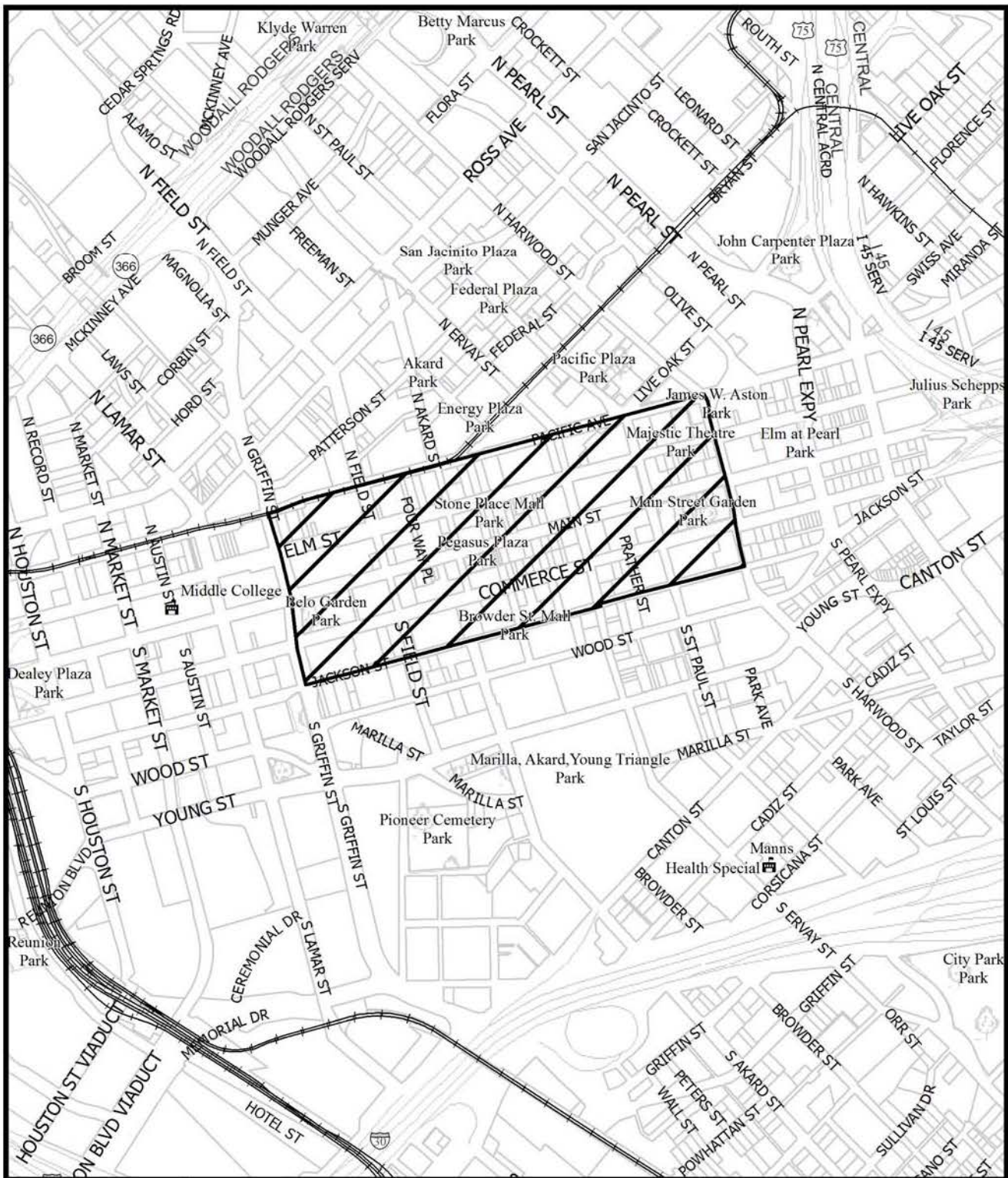
(c) The Property must be properly maintained in a state of good repair and neat appearance.

(d) Development and use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the city. (Ord. Nos. 24960; 26102; 27470)

**SEC. 51P-619.115. COMPLIANCE WITH CONDITIONS.**

(a) All paved areas, permanent drives, streets, and drainage structures, if any, must be constructed in accordance with standard city specifications, and completed to the satisfaction of the director of public works and transportation.

(b) The building official shall not issue a building permit or certificate of occupancy for a use in this planned development district until there has been full compliance with this article, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the city. (Ord. Nos. 24960; 26102)



1:9,600

### VICINITY MAP

Case no: **Z123-285**

Date: **10/24/2013**







**CPC RESPONSES**



<b>685</b>	Property Owners Notified (213 parcels)
<b>2</b>	Replies in Favor (2 parcels)
<b>0</b>	Replies in Opposition (0 parcels)
<b>200'</b>	Area of Notification
<b>11/21/2013</b>	Date <b>11/7/2013</b> Under Advisement

**Z123-285**  
**CPC**



1:6,000

**Notification List of Property Owners****Z123-285****685 Property Owners Notified  
Owners in Favor****0 Property Owners Opposed****2 Property**

<b>Vote</b>	<b>Label #</b>	<b>Address</b>	<b>Owner</b>
	1	200 GRIFFIN ST	LOWEN 1025 ELM LP
	2	1403 ELM ST	1401 ELM STREET HOLDINGS LLC
	3	1201 ELM ST	BINYAN REALTY LP
	4	1201 ELM ST	SUHGERS DONALD TRUST THE
	5	1201 MAIN ST	RAK MAIN PLACE ASSOC LP
	6	1100 COMMERCE ST	U S GOVERNMENT
	7	1208 COMMERCE ST	DAVIS MRS HELEN BOUCHE
	8	1201 JACKSON ST	U S A VETERANS ADM
	9	1309 MAIN ST	1309 MAIN STREET APARTMENTS LLC
	10	1301 MAIN ST	NAYEB FAMILY LP
	11	1217 MAIN ST	FWS GROUP DALLAS LLC
	12	1400 MAIN ST	FOSTER BRYAN S
	13	1404 MAIN ST	1404 MAIN BUILDING LLC
	14	1208 COMMERCE ST	BRAMA COMMERCE STREET LTD
	15	1310 JACKSON ST	SOUTHWESTERN BELL
	16	211 ERVAY ST	ALTERRA 211 NORTH ERVAY LLC
	17	1600 PACIFIC AVE	RICCHI DALLAS INVESTMENTS LLC
	18	1600 PACIFIC AVE	RICCHI DALLAS INVESTMENTS LLC
	19	208 AKARD ST	MZEIN HOLDINGS LP
	20	1517 MAIN ST	FONBERG PETER D TR ET AL
	21	1514 ELM ST	MID STATES REALTY LLC
	22	1521 MAIN ST	ROMAN CATH DIOCESE DALLAS
	23	1516 ELM ST	HARRIS LIPSITZ BUILDING LLC
	24	1519 MAIN ST	1519 MAIN LP
	25	1512 ELM ST	CADE SARAH G TRUST ET AL
	26	1515 MAIN ST	LEGAL AID OF NORTHWEST TE

**Thursday, November 21, 2013**

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	27	1604 ELM ST	ELM AT STONEPLACE HOLDINGS LLC
	28	1611 MAIN ST	ELM AT STONEPLACE HOLDINGS LLC
	29	1614 ELM ST	ELM AT STONEPLACE HOLDINGS LLC
	30	1623 MAIN ST	FC WP BUILDING LLC
	31	1612 ELM ST	ELM AT STONEPLACE HOLDINGS LLC
	32	1608 ELM ST	1610 ELM STREET LLC
	33	1622 MAIN ST	NEIMAN MARCUS CO LESSEE
	34	1603 COMMERCE ST	NEIMAN MARCUS CO
	35	1618 MAIN ST	THE NEIMAN MARCUS GROUP INC
	36	1600 MAIN ST	1600 MAIN STREET HOLDINGS LP
	37	1604 MAIN ST	1600 MAIN STREET HOLDINGS LP
	38	1520 MAIN ST	MAIN STREET INVESTORS JV
	39	1401 COMMERCE ST	HOLTZE MAGNOLIA LLLP
	40	1513 COMMERCE ST	PACIFICO PARTNERS LTD
	41	1523 COMMERCE ST	PACIFICO PARTNERS LTD
	42	1525 COMMERCE ST	POLLOCK ROBERT ETAL
	43	1607 COMMERCE ST	ROGERS WILLIAM S ETAL
	44	1609 COMMERCE ST	NEIMAN MARCUS GROUP INC
	45	1616 MAIN ST	THE DALLAS FOUNDATION
	46	208 AKARD ST	SOUTHWESTERN BELL TELEPHONE
	47	208 AKARD ST	IEP DALLAS LLC
	48	308 AKARD ST	SOUTHWESTERN BELL
	49	208 AKARD ST	IEP DALLAS LLC
O	50	1600 COMMERCE ST	DALPARK LAND LEASE LTD
	51	1500 COMMERCE ST	DPL LAND LLC
	52	1517 JACKSON ST	DPL LOAN HOLDINGS LLC
	53	1907 ELM ST	PETROCORRIGAN TOWERS LP
	54	1900 PACIFIC AVE	PACIFIC 2004 HOLDINGS LTD
	55	1930 PACIFIC AVE	PACIFIC ELM BUILDING LLC
	56	1910 PACIFIC AVE	1910 PACIFIC LP
	57	1910 PACIFIC AVE	BERKELEY FIRST CITY LP

*Thursday, November 21, 2013*

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	58	1717 MAIN ST	1717 TOWER OWNER LP
	59	1808 MAIN ST	FC MERC COMPLEX LP
	60	1954 COMMERCE ST	RICCHI 1954 DEV LLC
	61	1914 COMMERCE ST	RICCHI DEVELOPMENT GROUP LLC
	62	1712 COMMERCE ST	MERCANTILE DEVELOPMENT
	63	1712 COMMERCE ST	MERCANTILE DEVELOPMENT
	64	1810 COMMERCE ST	FC CONTINENTAL LANDLORD LLC
	65	1700 COMMERCE ST	1700 COMMERCE STREET LP
	66	208 ERVAY ST	MERCANTILE DEVELOPMENT
	67	1900 ELM ST	UNIVERSITY OF NORTH TEXAS SYSTEM
	68	1932 ELM ST	BERKELEY FIRST CITY LP
O	69	1920 ELM ST	1920 ELM LTD
	70	1933 MAIN ST	BIJOY LLC
	71	1927 MAIN ST	PHELAN RICHARD W JR ET AL
	72	1915 MAIN ST	PATTEE JAMES F ETAL TR
	73	1915 MAIN ST	UNIVERSITY OF NORTH TEXAS SYSTEM
	74	1911 MAIN ST	UNIVERSITY OF NORTH TEXAS SYSTEM
	75	1911 MAIN ST	DALLAS COUNTY COMMUNITY
	76	1928 ELM ST	UNIVERSITY NORTH TEX SYST
	77	1921 MAIN ST	UNIVERSITY OF NORTH TEXAS SYSTEM
	78	1921 MAIN ST	DALLAS COUNTY COMMUNITY
	79	1908 ELM ST	JARVIS BARNEY W JR TR &
	80	1707 ELM ST	DALLAS CITY OF
	81	200 ST PAUL ST	BERKELEY FIRST CITY LP
	82	1702 ELM ST	BERKELEY FIRST CITY LP
	83	1412 MAIN ST	BN 1412 MAIN LP
	84	1315 COMMERCE ST	RBP ADOLPHUS LLC
	85	1315 COMMERCE ST	DALLAS COMMERCE ASSOC LP
	86	1402 MAIN ST	TIER DEVELOPMENT GROUP LC
	87	1306 MAIN ST	RASANSKY MITCHELL
	88	1511 ELM ST	TOWER GARAGE LP

*Thursday, November 21, 2013*

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
89	1511	ELM ST	TOWER GARAGE LP
90	1502	ELM ST	BVF-II KIRBY LIMITED PARTNERSHIP
91	1520	ELM ST	STONE PLACE MALL INV1 LTD
92	1530	MAIN ST	DUNHILL 1530 MAIN LP
93	1414	ELM ST	ELM 1414 PPTIES, LTD
94	1407	MAIN ST	DLD PROPERTIES
95	1407	MAIN ST	DRED PROPERTIES LTD
96	1407	MAIN ST	DCAR PROPERTIES LTD
97	1415	MAIN ST	GS RENAISSANCE LTD PS
98	1505	ELM ST	CHRISTIAN LARRY &
99	1505	ELM ST	DUCOTEY WARREN 2002 TR
100	1505	ELM ST	JOBE REAGAN V
101	1505	ELM ST	KEY SEAN
102	1505	ELM ST	BUTLER KELLY A LIVING TRUST
103	1505	ELM ST	DELEON JOSE & ALMA FLORES
104	1505	ELM ST	NORRIS SONJA
105	1505	ELM ST	WONG ERIK JEFFREY
106	1505	ELM ST	LANGAN PATRICK
107	1505	ELM ST	LEAVERTON KEVIN O
108	1505	ELM ST	MENDEZPEREZ JAIME & FANNY
109	1505	ELM ST	SCHMIDT MICHAEL
110	1505	ELM ST	HARTLINEDIAZ PATRICIA
111	1505	ELM ST	BREWER STEPHEN D &
112	1505	ELM ST	BECKMAN JAMIE W
113	1505	ELM ST	SYMPHONY PROPERTIES LLC
114	1505	ELM ST	STAMM REGINA
115	1505	ELM ST	HERTIG KELSEY
116	1505	ELM ST	FLAUGH CHRISTOPHER C
117	1505	ELM ST	NIENDORFF CARL
118	1505	ELM ST	MEADOWS JAYME
119	1505	ELM ST	PIGG CHRISTINE

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
120	1505	ELM ST	BUSBY MELINDA Z
121	1505	ELM ST	BASSAMPOUR FATEMAH &
122	1505	ELM ST	IKER GREGORY MARK
123	1505	ELM ST	SONNETT JOHN
124	1505	ELM ST	BRAIR GHASSAN B
125	1505	ELM ST	MAGAN NAVIN
126	1505	ELM ST	MITCHELL JASON M
127	1505	ELM ST	STEVENS KATHERINE A
128	1505	ELM ST	POTTER BRITON J III &
129	1505	ELM ST	MUNK FLORENCE
130	1505	ELM ST	KRAUSELECKIE JAN
131	1505	ELM ST	SINGER ARTURO
132	1505	ELM ST	JONES REBECCA J
133	1505	ELM ST	YELLOTT JAY D
134	1505	ELM ST	SCHWARTZ DEBORAH
135	1505	ELM ST	RICHARD C WERNON
136	1505	ELM ST	KEDRON LUCEA SUZAN
137	1505	ELM ST	ANTERHAUS ROBERT H &
138	1505	ELM ST	MUNOZ ROLANDO & DONNA W
139	1505	ELM ST	MCKNIGHT BILLY REA
140	1505	ELM ST	DILENA R J
141	1505	ELM ST	L & M PROPERTY MGMT LLC
142	1505	ELM ST	HOLLOWAY MICHAEL S &
143	1505	ELM ST	FRAZEE STEVEN K
144	1505	ELM ST	DANE EUGENE
145	1505	ELM ST	LARA JOHN COOPER
146	1505	ELM ST	MCLAIN WILLIAM T &
147	1505	ELM ST	MITTELSTET STEPHEN K
148	1505	ELM ST	ABENDSCHEIN FREDERICK
149	1505	ELM ST	ROBERTSON RON & DONNA
150	1505	ELM ST	EDWARDS GARY DON & JANIE FAY

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
151	1505	ELM ST	COLLETT BRIAN J TR LIFE EST & CHERYL
152	1505	ELM ST	NIENDORFF CARL A IV
153	1505	ELM ST	HALL MICHAEL D
154	1505	ELM ST	PATTERSON J R JR & BILLIE JO PUD
155	1505	ELM ST	FURRH JAMES MADISON &
156	1505	ELM ST	AKIN LARRY D & CAROL D
157	1505	ELM ST	SWAYDEN CHRISTOPHER G
158	1505	ELM ST	SWAIM GARY DON
159	1505	ELM ST	ROBERTS FINES OLIVER
160	1505	ELM ST	VARDEMAN RYAN
161	1505	ELM ST	DUNNAHOO WILLIAM MICHAEL &
162	1505	ELM ST	SCARLET PEGASUS GROUP LP
163	1505	ELM ST	WILSON ADDISON G IV
164	1505	ELM ST	SCRIPPS FREDERIC SCOTT
165	1505	ELM ST	BLUE STAR MORTGAGE INC
166	1200	MAIN ST	BELLINGHAUSEN WIL J
167	1200	MAIN ST	NEWMAN PAULETTE E
168	1200	MAIN ST	1621 ERVAY LTD
169	1200	MAIN ST	FLEEMAN WILLIAM
170	1200	MAIN ST	SHAH VINAY
171	1200	MAIN ST	DIXON GLORIA D
172	1200	MAIN ST	MACKLIN LURENZO E
173	1200	MAIN ST	GRAINGER GEORGE RICHARD &
174	1200	MAIN ST	RAFF GEORGE JR
175	1200	MAIN ST	SMITH DANIEL E & HERMA A
176	1200	MAIN ST	BRANSTETTER ROBERT M & CAROL
177	1200	MAIN ST	FREEMAN SCOTT
178	1200	MAIN ST	BOYD CURTIS W & GLENNA HALVORSON
179	1200	MAIN ST	JUAREZ GERARDO
180	1200	MAIN ST	MCARDLE PATRICIA
181	1200	MAIN ST	AMONGKOL JITTADA KITTY

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
182	1200	MAIN ST	HART STANLEY L &
183	1200	MAIN ST	SMITH SHERIA D
184	1200	MAIN ST	CRIST EUGENE SCOTT
185	1200	MAIN ST	TERESI MARK A &
186	1200	MAIN ST	KW 1200 MAIN LLC
187	1200	MAIN ST	KISLING MISTY
188	1200	MAIN ST	SANADI NISAR & THU NGUYET
189	1200	MAIN ST	CARPENTER ROBIN N
190	1200	MAIN ST	MASTAGLIO LINDA R
191	1200	MAIN ST	LOPEZ DENNIS A
192	1200	MAIN ST	WOMBLE JOHN M & GINGER A
193	1200	MAIN ST	BAILEY PETER & MARY
194	1200	MAIN ST	PERRI ANTHONY J &
195	1200	MAIN ST	RATH OMKAR R &
196	1200	MAIN ST	FAYE WILLIS DESIGNS INC
197	1200	MAIN ST	BAGARIA SAPNA & SURESH
198	1200	MAIN ST	PARKER RUBY
199	1200	MAIN ST	HOWARD KENNETH ROBERT
200	1200	MAIN ST	ARAUJO JOSEPH
201	1200	MAIN ST	CHATTERJEE ARUNABHA
202	1200	MAIN ST	SALVANT WAYNE
203	1200	MAIN ST	ELLER KELLEY
204	1200	MAIN ST	MASSEY LINDA
205	1200	MAIN ST	DASH PRIYARANJAN &
206	1200	MAIN ST	MUEHLENWEG ROBERT J &
207	1200	MAIN ST	CUEVAS ISRAEL F
208	1200	MAIN ST	EDWARDS JAMES & BARBARA
209	1200	MAIN ST	SCOTT DARIAN D
210	1200	MAIN ST	ATV TEXAS VENTURES IV LP
211	1200	MAIN ST	KADAN PROPERTIES LP
212	1200	MAIN ST	CAMPOS EDWARD

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
213	1200	MAIN ST	ADAMS WILHELMINA J
214	1200	MAIN ST	COMBS DAMETIA
215	1200	MAIN ST	BEVERS MARC
216	1200	MAIN ST	WHITE JESSICA
217	1200	MAIN ST	HERICKS JAMES &
218	1200	MAIN ST	BAKER WILLIAM H III
219	1200	MAIN ST	SPRING TRUMAN E JR
220	1200	MAIN ST	TITTLE CYNTHIA LARK
221	1200	MAIN ST	DANIEC MONICA
222	1200	MAIN ST	BLACK PAUL
223	1200	MAIN ST	HAQUE NAZ &
224	1200	MAIN ST	SCHNAPPAUF MICHAEL
225	1200	MAIN ST	ALANIZ GEORGE R JR & ANEESA T
226	1200	MAIN ST	CHANEY GARY WAYNE 1992 FAMILY
227	1200	MAIN ST	NGUYEN MICHAEL
228	1200	MAIN ST	BENEVENTI MARK FRANCIS
229	1200	MAIN ST	DU YALI
230	1200	MAIN ST	UNITED STATES OF AMERICA
231	1200	MAIN ST	SAIED ANNA M
232	1200	MAIN ST	FAIRCHILD MELISSA
233	1200	MAIN ST	BURNS CHRISTOPHER J
234	1200	MAIN ST	HARRIS KENDRICK LASALLE
235	1200	MAIN ST	CRIST EUGENE SCOTT
236	1200	MAIN ST	PATEL JAYSHREE &
237	1200	MAIN ST	ALSUP LAUREN BRITTANY
238	1200	MAIN ST	ELLER TOM & ROBYN
239	1200	MAIN ST	KAHANE DENNIS SPENCER
240	1200	MAIN ST	SULLIVANMCMULLEN DAVID
241	1200	MAIN ST	SALEEM ADEEL
242	1200	MAIN ST	PARK STEPHEN
243	1200	MAIN ST	MOBLEY HENRY B JR

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
244	1200	MAIN ST	ROMACK FAMILY LIVING TRUST
245	1200	MAIN ST	THEIS LANGSTON
246	1200	MAIN ST	CAREY GABRIELLE
247	1200	MAIN ST	IPPOLITO MARTA
248	1200	MAIN ST	CIN ALBERTO DAL
249	1200	MAIN ST	BROWN GLENN ALAN
250	1200	MAIN ST	ROMERO GERALD & LOURDES
251	1200	MAIN ST	PATRA DEEPAK
252	1200	MAIN ST	FEDERAL HOME LOAN MORTGAGE
253	1200	MAIN ST	KEANE JUSTIN SCOTT &
254	1200	MAIN ST	COMMUNITY BANK & TRUST
255	1200	MAIN ST	STEGER SUSAN Z
256	1200	MAIN ST	XIE JIMIN
257	1200	MAIN ST	OROZCO CARLOS A
258	1200	MAIN ST	SALVANT BRIAN
259	1200	MAIN ST	DOMINGUEZ JOSE R &
260	1200	MAIN ST	GRIEGO MANUEL R JR &
261	1200	MAIN ST	KEATON JULIAN E II
262	1200	MAIN ST	MA MAU & JUYEI
263	1200	MAIN ST	THOMAS BIJU
264	1200	MAIN ST	PATRO LOKANATH
265	1200	MAIN ST	IPPOLITO DAVIDE MICHAEL
266	1200	MAIN ST	MADDERRA RHONDA & FARON
267	1200	MAIN ST	LIN JEFF P
268	1200	MAIN ST	SENDKER JAN
269	1200	MAIN ST	RADFORD TRACI
270	1200	MAIN ST	ROMIG RANDALL
271	1200	MAIN ST	BRAUM EARL E JR
272	1200	MAIN ST	QUACH LINH
273	1200	MAIN ST	MORAIS JUSTIN
274	1200	MAIN ST	MATHEW THOPPIL L

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
275	1200	MAIN ST	MCCANS WILLIAM
276	1200	MAIN ST	HOSID KEVIN M & PEGGY S
277	1200	MAIN ST	JUDAH JOHN K & BETTY JO
278	1200	MAIN ST	BARGANIER NORA D & MICHAEL G
279	1200	MAIN ST	BAKER ARIANNE &
280	1200	MAIN ST	LITTLE STERLING
281	1200	MAIN ST	LIN XIEQING
282	1200	MAIN ST	ASHON HASSEB
283	1200	MAIN ST	WEBER DANIEL T & GAIL G
284	1200	MAIN ST	KHUNTIA ASHOK
285	1200	MAIN ST	KOUROSH INVESTMENT LLC
286	1200	MAIN ST	TINSLEY GARY A
287	1200	MAIN ST	CHAUDHRY JAMAL AZIZ
288	1200	MAIN ST	MICHULKA GEORGE &
289	1200	MAIN ST	BYRUM TADD A &
290	1200	MAIN ST	HUTCHINSON ANDREW F II
291	1200	MAIN ST	DAO BAO D
292	1200	MAIN ST	THOMAS MONA
293	1200	MAIN ST	BENTLEY BRIAN D
294	1200	MAIN ST	GREEN KAREN S
295	1200	MAIN ST	ZANDER GREG W
296	1200	MAIN ST	SALVANT WAYNE F &
297	1200	MAIN ST	YATES RALPH & FAYE
298	1200	MAIN ST	HILL DANIEL &
299	1200	MAIN ST	HIBSID 1 LLC
300	1200	MAIN ST	TRIPP THOMAS
301	1200	MAIN ST	KOKES KEVIN K &
302	1200	MAIN ST	COCHRAN TYLER
303	1200	MAIN ST	JAIN NEHA
304	1200	MAIN ST	METROPOLITAN 1510 LLC
305	1200	MAIN ST	BRYANT CHRIS

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	306	1200 MAIN ST	KHAN MOIN
	307	1200 MAIN ST	KLAMM CYNTHIA B &
	308	1200 MAIN ST	DAVIS STEPHEN J
	309	1200 MAIN ST	COBB DONNA MARIE &
	310	1200 MAIN ST	COWDEN PETER
	311	1200 MAIN ST	NARAN ASHOK
	312	1200 MAIN ST	LANCASTER PHILLIP & IRENE
	313	1200 MAIN ST	KOERBER ELLEN &
	314	1200 MAIN ST	POLANCO PAUL
	315	1200 MAIN ST	DAMANI ANIRUDH A
	316	1200 MAIN ST	DOCKTER BRYAN
	317	1200 MAIN ST	PROCTOR RICHARD P REVOCABLE TRUST
	318	1200 MAIN ST	SOLE GARY &
	319	1200 MAIN ST	PATTERSON JEFF
	320	1200 MAIN ST	STRINGER CHRISTOPHER & KATIE
	321	1200 MAIN ST	STROTHMAN RHONDA K
	322	1200 MAIN ST	REMPHREY BRYAN S
	323	1200 MAIN ST	DANIEL SAM
	324	1200 MAIN ST	BROWNELL SUSAN K &
	325	1200 MAIN ST	ALVAREZ DAVID &
	326	1200 MAIN ST	HOLLANDER KEVIN J & BETH A
	327	1200 MAIN ST	AHUMADA MUCIO
	328	1200 MAIN ST	LESTER MARY C
	329	1200 MAIN ST	MOORE ARROYO AYSHA
	330	1200 MAIN ST	FUENTE JOSE ANTONIO DE LA
	331	1200 MAIN ST	MOORE ROBERT W
	332	1200 MAIN ST	CHAFFIN LYNDAL A
	333	1200 MAIN ST	HUMES EDUARDO
	334	1200 MAIN ST	VIRANI ASIF
	335	1200 MAIN ST	JACKSON JILL A
	336	1200 MAIN ST	DIXON ADAM

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
	337	1200 MAIN ST	BADMAND HOLDINGS LLC
	338	1200 MAIN ST	CURE NANCY A & WILLIAM E
	339	1200 MAIN ST	ABDULWAHAB MANNIE
	340	1200 MAIN ST	LIN JAMES
	341	1200 MAIN ST	TRAVELSTEAD GARY LYNN &
	342	1200 MAIN ST	ZOLLER ROBERT W
	343	1200 MAIN ST	MDH 1200 MAIN LP
	344	1200 MAIN ST	KOERBER ELLEN &
	345	1200 MAIN ST	RICHARDS GILL & ELIZABETH ANN
	346	1200 MAIN ST	CWALINO PETER
	347	1200 MAIN ST	NATHAL JULIO
	348	1200 MAIN ST	SINGERMAN ALEXANDER
	349	1200 MAIN ST	SLAUGHTER JUSTIN
	350	1200 MAIN ST	POON PHILIP
	351	1200 MAIN ST	HUDSON SAMUEL L & KALYNN K
	352	1200 MAIN ST	ROMERO ROBERT R &
	353	1200 MAIN ST	HAYES MONIQUE C
	354	1200 MAIN ST	RICHARDS GILL & ELIZABETH ANN
	355	1200 MAIN ST	HAGLER TRENT L
	356	1200 MAIN ST	REVELLE ANIEL W III & CAROL L
	357	1200 MAIN ST	MUEHLENWEG ROBERT J & CHRISTINE
	358	1200 MAIN ST	CHAUDHRY JAMAL
	359	1200 MAIN ST	OLTMAN GREGG
	360	1200 MAIN ST	GIBSON MICHAEL CHANNING
	361	1200 MAIN ST	CHANG LAWRENCE SHEYLUN
	362	1200 MAIN ST	FARTHING DANIEL
	363	1200 MAIN ST	FICKEL MATTHEW & MARY BETH
	364	1200 MAIN ST	SHAFFNER GLORIA
	365	1200 MAIN ST	GOLNABI ROSITA NINA & NEIMA
	366	1200 MAIN ST	IPPOLITO GIUSEPPINA C
	367	1200 MAIN ST	HENSLEY DALLAS W & VIRGINIA K

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
368	1200	MAIN ST	MCCLAIN JONI L MD FAMILY TRUST
369	1200	MAIN ST	REVIS MARK
370	1200	MAIN ST	TARVER CHRISTOPHER T &
371	1200	MAIN ST	YING KEN W
372	1200	MAIN ST	HWANG HELEN
373	1200	MAIN ST	MOVVA SATYANARAYANA
374	1200	MAIN ST	PERRY BEVERLY
375	1200	MAIN ST	FOX JEFFREY L
376	1200	MAIN ST	BODLEY GABRIELLE
377	1200	MAIN ST	QUINN CRAIN A & NATALIE L
378	1200	MAIN ST	WAYGOOD PATRICK S &
379	1200	MAIN ST	DURRA OMAR
380	1200	MAIN ST	PHILLIPS DAVID G
381	1200	MAIN ST	WARREN BLAKE T &
382	1200	MAIN ST	MARKHOFF STEVEN
383	1200	MAIN ST	GRANT JASON A & MARIA
384	1200	MAIN ST	COOKSEY CHARLES N
385	1200	MAIN ST	CUNNINGHAM THOMAS G
386	1200	MAIN ST	POWERS A MARKS
387	1200	MAIN ST	ARNOLD NANCY E WEINTRAUB
388	1200	MAIN ST	BERMAN DANIEL
389	1200	MAIN ST	PERRI VINEYARDS & REAL ESTATE
390	1200	MAIN ST	MERRITT THOMAS JOSEPH
391	1200	MAIN ST	LUDWIG CURTIS A
392	1200	MAIN ST	PATEL AMIR B
393	1200	MAIN ST	KNIPE LUTHER DASSON III
394	1200	MAIN ST	IPPOLITO ESTER
395	1200	MAIN ST	MOORE MARIJANA &
396	1200	MAIN ST	NAIDU EUPHRASIA RANI
397	1200	MAIN ST	BOWENS BARRY C
398	1200	MAIN ST	KRIDER SUE E

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
399	1200	MAIN ST	BORICHEVSKY BRIAN &
400	1200	MAIN ST	ENGRAM AARON
401	1200	MAIN ST	COX JOHN VERNON TR & GAY GAYLE TR
402	1200	MAIN ST	COX JOHN VERNON TR &
403	1200	MAIN ST	SMITH LAURA
404	1200	MAIN ST	ONU ADISA M
405	1200	MAIN ST	BIERI MATTHEW B & REBECCA
406	1200	MAIN ST	MAYORGA LUIS A
407	1200	MAIN ST	MUSABASIC MEMSUD
408	1200	MAIN ST	GILMAN ALEX
409	1200	MAIN ST	MOTGI GURU & SHASHI
410	1200	MAIN ST	MOTGI GURUBASAPPA V & SHASHI R
411	1200	MAIN ST	SARDARABADI ABDOL M &
412	1200	MAIN ST	ACKER PARLEY E III
413	1200	MAIN ST	WATTS FAMILY TRUST
414	1200	MAIN ST	WELKER EDWARD & JOANNE
415	1200	MAIN ST	TRAMMELL DUANE &
416	1200	MAIN ST	DUNCAN ROBERT J &
417	1200	MAIN ST	CORCORAN SHAWN M & CARRIE A
418	1200	MAIN ST	MAURER IAN S
419	1200	MAIN ST	MERCHANT REHAN I &
420	1200	MAIN ST	REAGANS KIMBERLY
421	1200	MAIN ST	KRISHNA SHAILENDRA &
422	1200	MAIN ST	PONZIO JOHN &
423	1200	MAIN ST	GORTA JAYSON E &
424	1200	MAIN ST	DAVIS WALKER L
425	1200	MAIN ST	GONZALO 1200 MAIN LLC
426	1200	MAIN ST	PERRI VINEYARDS &
427	1200	MAIN ST	GARCIA CASSANDRA
428	1200	MAIN ST	BARBATO CRISTINA COSTA
429	1200	MAIN ST	BOWLES NEAL A & CARLA D WATSON

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
430	1200	MAIN ST	LUFKIN ROGER W
431	1200	MAIN ST	WILKINSON EARL J
432	1200	MAIN ST	CALDWELL ROGER W & KIMBERLY S
433	1200	MAIN ST	BELGAUM LLC
434	1015	ELM ST	TOG HOTELS DOWNTOWN
435	900	MAIN ST	DALLAS MAIN LP
436	100	LAMAR ST	INTERFIRST BANK DALLAS
437	901	MAIN ST	INTERFIRST BANK DALLAS
438	907	JACKSON ST	DALLAS MAIN LP
439	900	JACKSON ST	JACKSON WOOD LTD
440	1016	JACKSON ST	BUNTING PARTNERS LP
441	311	AKARD ST	WRIGHT GILBERT G JR ET AL
442	311	AKARD ST	SOUTHWESTERN BELL
443	308	AKARD ST	SOUTHWESTERN BELL
444	308	AKARD ST	SOUTHWESTERN BELL
445	1321	WOOD ST	S W BELL TELE CO LESSEE
446	1312	JACKSON ST	MEACHUM HOLDINGS LLC
447	1311	WOOD ST	CVH 918 LLC
448	1610	JACKSON ST	1610 JACKSON LLC
449	1500	JACKSON ST	BRIDGE-NATIONAL PTNRS LP
450	315	ERVAY ST	315 ERVAY LLC
451	1600	JACKSON ST	1600 JACKSON LLC
452	1600	JACKSON ST	SABO MARY ELIZABETH
453	1810	JACKSON ST	1810 JACKSON GARAGE LLC
454	1710	JACKSON ST	RADER PARKING SYSTEM LP
455	308	ERVAY ST	RADER PARKING SYSTEMS LP
456	2001	ELM ST	CAIN JOHN CHARLES
457	2009	ELM ST	DENIUS FRANKLIN W & ET AL
458	2008	COMMERCE ST	ASC HARCOM INVESTMENTS
459	2002	COMMERCE ST	ALLRIGHT PARKING SYSTEM
460	2007	JACKSON ST	ALLRIGHT PARKING SYSTEM

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
461	2010	JACKSON ST	WOOD JACKSON ST PARCELS
462	300	HARWOOD ST	GENECOV DMLT LTD
463	2008	JACKSON ST	AVETON NOEL J & LAURA L
464	312	HARWOOD ST	NELSON WILLIAM E & PAMELA
465	202	LAMAR ST	DALLAS AREA RAPID TRANSIT
466	1109	PATTERSON AVE	DALLAS FORT WORTH ARGYLE
467	1100	PATTERSON AVE	CHAVEZ LAND INCOME
468	1201	PACIFIC AVE	BINYAN GARAGE LLC
469	1311	FEDERAL ST	MORGAN W B & JACK S
470	1307	PACIFIC AVE	J & D MERRIMAN LTD
471	1601	BRYAN ST	STATE ST BK & TR CO CT TR
472	2020	LIVE OAK ST	UNIFIED 2020 REALTY
473	1627	PACIFIC AVE	THANKSGIVING SQUARE FDN
474	325	ST PAUL ST	FOUR POINT STAR LP PS
475	325	ST PAUL ST	FOUR POINT STAR LP
476	325	ST PAUL ST	FOUR POINT STAR LP
477	350	ERVAY ST	ERVAY RESIDENTIAL LTD PS
478	1000	COMMERCE ST	MCDONALDS CORP
479	2000	ELM ST	BERKELEY FIRST CITY LP
480	318	AKARD ST	WLK MOSAIC OWNER LP
481	301	HARWOOD ST	ATMOS LIHTC LLC
482	301	HARWOOD ST	HAMILTON ATMOS LP
483	1300	JACKSON ST	1300 JACKSON STREET
484	1300	JACKSON ST	FRACKT RENA L
485	1300	JACKSON ST	POE BRIAN
486	1300	JACKSON ST	BRAZZEL ZACHARY L
487	1300	JACKSON ST	HOPE MARK A
488	1300	JACKSON ST	WASHINGTON DAVID CHASE
489	1300	JACKSON ST	KOLANDER KAMELA
490	1300	JACKSON ST	HARRIS ROSS L
491	1300	JACKSON ST	SLAWOMIR LESZINSKI LIVING

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
492	1122	JACKSON ST	HIBBARD CHRISTIAN
493	1122	JACKSON ST	MIDBOE MATTHEW L
494	1122	JACKSON ST	PILON JASON
495	1122	JACKSON ST	SPARKS KIMBERLY
496	1122	JACKSON ST	MORIARTY SONIA
497	1122	JACKSON ST	HORNING REX & CHARLOTTE
498	1122	JACKSON ST	POPE WILLIAM
499	1122	JACKSON ST	WEBER WILLIAM R
500	1122	JACKSON ST	MARTINEZ JONATHAN R
501	1122	JACKSON ST	COOLEY BRIAN K
502	1122	JACKSON ST	DURANT BODHI
503	1122	JACKSON ST	GORDON JULIANNE E
504	1122	JACKSON ST	KEMBERY ROBERT
505	1122	JACKSON ST	HISHINUMA ROBIN A
506	1122	JACKSON ST	WHITE JARED
507	1122	JACKSON ST	UNDERWOOD GUTHRIE B JR &
508	1122	JACKSON ST	COATES WHITNEY PETERSON
509	1122	JACKSON ST	SMITH JASON DEWAYNE & KIMMIE
510	1122	JACKSON ST	YATES JOEL
511	1122	JACKSON ST	ELAM KYLE P
512	1122	JACKSON ST	CARRANZA RAMIRO & LATOYA
513	1122	JACKSON ST	FREEMAN ISAAC
514	1122	JACKSON ST	MILLIGAN MOLLIE
515	1122	JACKSON ST	TRI MARY
516	1122	JACKSON ST	SEGOVIA MARIA
517	1122	JACKSON ST	ADAMS CHRISTIAN R
518	1122	JACKSON ST	ARCHBOLD EDWIN
519	1122	JACKSON ST	MAXWELL YVONNE & THOMAS
520	1122	JACKSON ST	BUTTINE THOMAS C
521	1122	JACKSON ST	PARKER PENNY LYNN
522	1122	JACKSON ST	GREEN BILLY D

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<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
523	1122	JACKSON ST	WYMER BRYCE G
524	1122	JACKSON ST	DUGAS EARL J
525	1122	JACKSON ST	GUERRA JOSE ARNOLDO
526	1122	JACKSON ST	HACKETT RANDY
527	1122	JACKSON ST	LU HUIRU &
528	1122	JACKSON ST	BJELICA ADAM
529	1122	JACKSON ST	KLEUSER MICHELLE
530	1122	JACKSON ST	FARROW PATRICIA
531	1122	JACKSON ST	WALKER JONATHAN
532	1122	JACKSON ST	NWANKWO ADIAH
533	1122	JACKSON ST	FANNIE MAE
534	1122	JACKSON ST	JAMES KAREN K
535	1122	JACKSON ST	REAVIS BEN & KRISTI
536	1122	JACKSON ST	CRAIG EDWARD LIVING TRUST
537	1122	JACKSON ST	WREN OIL & GAS LLC
538	1122	JACKSON ST	STAFFORD STEPHANIE E
539	1122	JACKSON ST	CALDWELL BRYANN
540	1122	JACKSON ST	RANDOLPH KEVIN
541	1122	JACKSON ST	DILL MICHAEL K
542	1122	JACKSON ST	WREN JUSTIN
543	1122	JACKSON ST	SHEPHARD GREGORY
544	1122	JACKSON ST	PEAK JASON L
545	1122	JACKSON ST	SMITH BRENDA KAY
546	1122	JACKSON ST	WYATT ALAN K
547	1122	JACKSON ST	SHIGEMATSU KEN
548	1122	JACKSON ST	SQUIRES MICHAEL K
549	1122	JACKSON ST	JOHNSON BRANDON
550	1122	JACKSON ST	WARTON JAMES
551	1122	JACKSON ST	SWEET OCEAN T
552	1122	JACKSON ST	THOMASON ADAM CLARK
553	1122	JACKSON ST	MCCOWN CRISTEN & WIESLAWA

*Thursday, November 21, 2013*

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
554	1122	JACKSON ST	MARASCO LAWRENCE P III
555	1122	JACKSON ST	BETHEL SUSAN
556	1122	JACKSON ST	ABBATI JOSEPH L
557	1122	JACKSON ST	GIBBS JAMES M LIFE ESTATE
558	1122	JACKSON ST	DUDEK JAKUB
559	1122	JACKSON ST	STEWART COREY F
560	1122	JACKSON ST	BERNSTEIN CAMI
561	1122	JACKSON ST	NICHOLSON STEVEN W
562	1122	JACKSON ST	ELLIOTT NATALIE
563	1122	JACKSON ST	BASINGER GREGORY LEROY
564	1122	JACKSON ST	LANGER BRUCE & JEAN
565	1122	JACKSON ST	REED THOMAS J &
566	1122	JACKSON ST	RIDEN LAVONNE
567	1122	JACKSON ST	ACEVEDO MAGDALENA
568	1122	JACKSON ST	BAEZ SUZETTE
569	1122	JACKSON ST	WHEELIS JONATHAN
570	1122	JACKSON ST	CARTER JASON &
571	1122	JACKSON ST	DENSON MICHAEL
572	1122	JACKSON ST	BEIHOFF DAVID
573	1122	JACKSON ST	ETTER CHRISTOPHER W
574	1122	JACKSON ST	TUCKER JOB ALEXANDER
575	1122	JACKSON ST	KNAUS ROBERT
576	1122	JACKSON ST	NAVARRO JOHN
577	1122	JACKSON ST	BOWERS JOEL B
578	1122	JACKSON ST	STEPHENS TAMMY L
579	1122	JACKSON ST	PATTON JERRE W
580	1122	JACKSON ST	NEWHAM ANDREA RODRIGUEZ
581	1122	JACKSON ST	QUINT BERNARD T
582	1122	JACKSON ST	NATIONAL NATIONAL MTG ASSOC
583	1122	JACKSON ST	LUNSFORD WALKER
584	1122	JACKSON ST	BRAMMER JANE E

*Thursday, November 21, 2013*

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
585	1122	JACKSON ST	DURKIN BRETT T & SHIRLEY
586	1122	JACKSON ST	WILSON DAMON
587	1122	JACKSON ST	HALL JACQUELINE R &
588	1122	JACKSON ST	BOYCE MOLLIE
589	1122	JACKSON ST	CHOWDHURY RYAN R
590	1122	JACKSON ST	MORRIS DOUGLAS A & VIRSIE N
591	1122	JACKSON ST	MCGUFFEY THOMAS J
592	1122	JACKSON ST	2008 CONDO PROPERTIES LLC
593	1122	JACKSON ST	ALLELO JOHN G
594	1122	JACKSON ST	KNIGHT SHAWN P
595	1122	JACKSON ST	WATTERS MELODY & EDWARD
596	1122	JACKSON ST	CLARKSON ROBERT A
597	1122	JACKSON ST	TOONY JEFFREY D & ELIZABETH A
598	1122	JACKSON ST	DILLON CRAIG L
599	1122	JACKSON ST	KEAN MICHELLE
600	1122	JACKSON ST	PULSIFER LYNN P
601	1122	JACKSON ST	BONNIN MATTHEW E
602	1122	JACKSON ST	NADIR NIDA
603	1122	JACKSON ST	MUELLER ANDREW
604	1122	JACKSON ST	BATES SAM IV
605	1122	JACKSON ST	SOROKA STAN & SANDRA
606	1122	JACKSON ST	ADAMS JOHN & JEAN
607	1122	JACKSON ST	VANPELT DANIEL
608	1122	JACKSON ST	US BANK NATIONAL ASSOC
609	1122	JACKSON ST	SMITH JOAN D
610	1122	JACKSON ST	ROJASRESTREPO OLGA L
611	1122	JACKSON ST	CHOE DAVID
612	1122	JACKSON ST	ADAMS SUSAN E
613	1122	JACKSON ST	STAPLES NATHAN
614	1122	JACKSON ST	MCKENZIE LANCE A
615	1122	JACKSON ST	ESCANILLA DINNAH

*Thursday, November 21, 2013*

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
616	1122	JACKSON ST	BONANNO CAROLINA
617	1122	JACKSON ST	MAHONEY LAURIE & JOHN
618	1122	JACKSON ST	FARKAS JANOS
619	1122	JACKSON ST	FOREMAN ROSEMARY &
620	1122	JACKSON ST	BIEDENHAM JOSEPH A III
621	1122	JACKSON ST	SOUTHARD DANE M &
622	1122	JACKSON ST	WOJCIECHOWSKI MARZENA &
623	1122	JACKSON ST	JANNING JAMES N &
624	1122	JACKSON ST	ADROVIC ARMIN
625	1122	JACKSON ST	JONES CHRISTOPHER &
626	1122	JACKSON ST	HILL JAMES C
627	1122	JACKSON ST	CRAIN PRISCILLA S
628	1122	JACKSON ST	ONEAL MARK
629	1122	JACKSON ST	ALAVI REZA & MONA
630	1122	JACKSON ST	ANDERSON PHILLIP H
631	1122	JACKSON ST	EHLE JOEL & TONI
632	1122	JACKSON ST	PATTI MARIE A TRUST
633	1122	JACKSON ST	ATKINS SHARON K
634	1122	JACKSON ST	GOODWIN JEFF ANDERSON &
635	1122	JACKSON ST	CAMP JUSTIN
636	1122	JACKSON ST	KNIGHT LAURA C
637	1122	JACKSON ST	EFURD ROBERT
638	1122	JACKSON ST	BUSTAMANTE NIRMA D
639	1122	JACKSON ST	WELLS FARGO BANK
640	1122	JACKSON ST	MAISEL WILLIAM L &
641	1122	JACKSON ST	MCCLINTOCK SANDRA
642	1122	JACKSON ST	GONZALEZ RAUL
643	1122	JACKSON ST	KIENAST AILEEN
644	1122	JACKSON ST	DUBOIS THOMAS
645	1122	JACKSON ST	WANCHO FRANK W
646	1122	JACKSON ST	GROVES RYAN LANE &

*Thursday, November 21, 2013*

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
647	1122	JACKSON ST	SCHROTBERGER LUKE A
648	1122	JACKSON ST	MITCHELL ANN
649	1122	JACKSON ST	FRANK NATHAN A
650	1122	JACKSON ST	INIGO RALPH R
651	1122	JACKSON ST	BOYD GANNON M & MEGAN L
652	1122	JACKSON ST	BLEVINS JESSE & ALISON
653	1122	JACKSON ST	EVANS HEATHER
654	1122	JACKSON ST	STRONG GERI & JON GRINALDI
655	1122	JACKSON ST	DAVIS ANGELA L
656	1122	JACKSON ST	EVANS BRIAN K
657	1122	JACKSON ST	HUESTON JANIE G
658	1122	JACKSON ST	ORILEY PATRICIA ANN
659	1122	JACKSON ST	KELLER JAY EDWARD
660	1122	JACKSON ST	COOK JUSTIN P & LINDSEY A
661	1122	JACKSON ST	HEHMANN BRYAN A
662	1122	JACKSON ST	SPIGEL SAMUEL ADAM
663	1122	JACKSON ST	SEYMOUR JEFFREY
664	1122	JACKSON ST	WHITE COREY
665	1122	JACKSON ST	ROBERTSON EMILY ELIZABETH
666	1122	JACKSON ST	STARK DAREN
667	1122	JACKSON ST	ADDAGATLA BABU & VAJRA S
668	1122	JACKSON ST	CLARK JOHN
669	1122	JACKSON ST	BESCO JANIS A
670	1122	JACKSON ST	RIGHETTI MARCO &
671	1122	JACKSON ST	BROWN BRITNEY NOEL
672	1122	JACKSON ST	PRIKRYL SARAH GRACE
673	1122	JACKSON ST	WATSON ORA LEE SIMPSON
674	1122	JACKSON ST	ENTRUST RETIREMENT SERVICES INC
675	1122	JACKSON ST	ALLIE STEVEN CHARLES & KIMBERLY
676	1122	JACKSON ST	FANNIE MAE
677	1122	JACKSON ST	BARRETO WARREN

*Thursday, November 21, 2013*

Z123-285(RB)

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
678	1122	JACKSON ST	SOROKA STAN R JR & SANDRA
679	1122	JACKSON ST	THURSTON MARSHALLYN
680	1122	JACKSON ST	COSBY LAWRENCE
681	1122	JACKSON ST	AISLING KATHLEEN A
682	1122	JACKSON ST	GOLARZ SCOTT R
683	1122	JACKSON ST	KIENAST AILEEN D
684	1122	JACKSON ST	FORSTENZER ANDREW P
685	1601	ELM	WELLS FARGO BANK N A

*Thursday, November 21, 2013*



**ADDENDUM ITEM # 21**

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** 2  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Theresa O'Donnell, 671-9195  
**MAPSCO:** 45 Q

**SUBJECT**

A public hearing to receive comments regarding an application for and an ordinance granting the creation of a new subdistrict within the Farmers Market Special Provision Sign District Section 51A-7.1600, of the Dallas City Code, to increase signage and allow attached premise signs in an area generally bounded by Marilla Street, South Cesar Chavez Boulevard, East R.L. Thornton Freeway and South Harwood Street  
Recommendation of Staff and CPC: Approval, subject to amended ordinance language for icon and rooftop signage  
SPSD134-001(CG)



FILE NUMBER: SPSD 134-001(CG)

DATE FILED: October 22, 2013

LOCATION: Generally bounded by Marilla Street, South Cesar Chavez Boulevard, East R.L. Thornton Freeway and South Harwood Street

COUNCIL DISTRICT: 2

MAPSCO: 45-Q, R

SIZE OF REQUEST: Approx. 15.03 acres

CENSUS TRACT: 204

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APPLICANT: DFM Developer, LTD

OWNER: City of Dallas

REPRESENTATIVE: Kirk Williams & Tommy Mann  
Winstead PC

REQUEST: An application for a new subdistrict within the Farmers Market Special Provision Sign District Section 51A-7.1600, of the Dallas City Code, to increase signage and allow detached premise signs.

SUMMARY: The purpose of this request is to create a new subdistrict within the Farmers Market SPSD, to brand and market proposed redevelopment of the area. The new subdistrict would regulate attached, detached, non-premise detached, roof, supergraphic, videoboard, district identification signs; kiosks; and special regulations for permits and commercial messages.

CPC RECOMMENDATION: Approval, subject to amended ordinance language for non-premise detached and rooftop signage.

STAFF RECOMMENDATION: Approval, subject to amended ordinance language for icon and rooftop signage.

## **BACKGROUND INFORMATION:**

- In February 2013, the City Council approved a resolution authorizing a Master Agreement for the Redevelopment of the Dallas Farmers Market with a developer which outlined a redevelopment plan for the Dallas Farmers Market as well as the signage.
- The applicant is requesting creation of a new subdistrict within the Farmers Market Special Provision Sign District with special conditions for attached, detached, supergraphic, videoboard, district identification, kiosk signage, and special regulations for permits and commercial messages.
- On October 25, 2013, a Peer Review Panel reviewed and provided comment on the applicant's proposed redevelopment plans for the Farmers Market. The Peer Review Panel consists of a Panel from the Design Team.
- On November 12, 2013, the Dallas City Council approved the creation of a new subdistrict within Planned Development District No. 357, subject to conditions in the Farmers Market Special Purpose District, to implement the City approved Farmers Market redevelopment plan.
- On November 12, 2013, the Special Provision Sign District Sign Committee approved the applicant draft's ordinance language with minor amendments

## **STAFF ANALYSIS:**

The 15.03 acre site is developed as a Farmers Market that is surrounded with various warehouse, nursery, garden shop or plant sales, multifamily, and townhouse land uses.

The proposed development will consist of the renovation of an existing structure that will be used by local farmers, development of various restaurants and specialty retail uses, construction of approximately 240 multifamily units with ground floor retail, and a community garden and futsal fields. A sign package is requested for the new development.

Staff is recommending approval of the proposed sign regulations that complement the visual conceptual plan for branding and marketing, particularly way finding, for the redeveloped area.

Signage currently not allowed but requested as part of the new subdistrict includes district identification, monument (a detached premise sign), roof, supergraphic, and videoboards. The table highlights the applicant request and SSDAC recommended amendments for proposed signage in the new subdistrict.

## PROPOSED SPSD AMENDMENTS

SIGNAGE	REGULATIONS
<b>ATTACHED</b>	<ul style="list-style-type: none"> <li>• Except detached non-premise, district identification, kiosks, roof, supergraphic, and videoboard signs, all attached signs must be premise signs</li> <li>• Attached signs, including supergraphic signs, may cover up to 50% of a building's total facade area</li> <li>• Attached signs may not cover building facade doors or windows</li> </ul>
<b>DETACHED 5 (max.)</b>	<ul style="list-style-type: none"> <li>• Except detached non-premise, district identification, kiosks, roof, supergraphic, and videoboard signs, all detached signs must be monument signs</li> <li>• Max. effective area is 50 sq. ft.</li> <li>• Max. height is 15 ft.</li> <li>• May be located on a premise that has attached signs</li> <li>• No monument sign may be closer than 200 ft. from another monument sign on the same premises</li> </ul>
<b><u>DETACHED NON-PREMISE</u> (1 max.)</b>	<ul style="list-style-type: none"> <li>• May not be a Highway Beautification Act sign</li> <li>• Top of sign may project up to 100 ft. above ground</li> <li>• May not exceed 2,500 sq. ft. in effective area</li> <li>• At least 15% of the effective area must identify the Farmers Market</li> </ul>
<b>DISTRICT ID (5 max.)</b>	<ul style="list-style-type: none"> <li>• One of the 5 permitted signs may be located on top of the Administration Bldg.</li> <li>• May be located over and span the R-O-W at the following intersections:               <ul style="list-style-type: none"> <li>○ Marilla Street and Pearl Street</li> <li>○ Taylor Street and Cesar Chavez</li> <li>○ Taylor Street and Harwood Street</li> <li>○ Cesar Chavez and Farmers Way</li> </ul> </li> <li>• Minimum clearance must be determined by the department of transportation Director at time of permit</li> <li>• May not resemble or obstruct any traffic control devices</li> <li>• May not be located in or visually obstruct a visibility triangle as defined in Section 51A-4.602(d), "Visual Obstruction Regulations."</li> <li>• Max. effective area is 1,000 sq. ft.</li> </ul>

SIGNAGE	REGULATIONS
<p><b>KIOSK</b> (10 max.)</p>	<ul style="list-style-type: none"> <li>• Except City kiosks, kiosks may not be located in the R-O-W</li> <li>• Kiosks must be spaced at least 50 ft. from another kiosk</li> <li>• Kiosks may not be illuminated by a detached independent external light source</li> <li>• Kiosks may not exceed 10 ft. in height and 100 sq. ft. in effective area</li> </ul>
<p><b>ROOF</b> (2 max.)</p>	<ul style="list-style-type: none"> <li>• May not exceed 672 square feet in effective area with at least 15% of the effective area of must identify the Farmers Market</li> <li>• Must comply with the Dallas Fire Code and must be approved by the fire marshal before a sign permit may be approved</li> </ul>
<p><b>SUPERGRAPHICS</b> (2 max.)</p>	<ul style="list-style-type: none"> <li>• May be located on the facade of any building</li> </ul>
<p><b>VIDEOBOARD</b> (2 max.)</p>	<ul style="list-style-type: none"> <li>• Consistent with existing regulations for all videoboards</li> </ul>

**CPC ACTION**

(December 5, 2013)

An application for amendments to the Farmers Market Special Provision Sign District, Section 51A-7.1600 of the Dallas City Code, in an area generally bounded by Marilla Street, South Cesar Chavez Boulevard, East R.L. Thornton Freeway and South Harwood Street.

**Speaker(s)/Attendee(s):**

1. Tommy Mann (Winstead PC)

**Motion:** It was moved to follow staff's recommendation as amended in their briefing handout, with the following changes:

1. A roof sign may not exceed 1,200 square feet in effective area;
2. The maximum height of a roof sign face is 15 feet;
3. The maximum height of a detached non-premise sign is 50 feet;
4. The maximum height of the district identification sign face on top of the building at the southeast corner of Cesar Chavez and Farmers Way is 30 feet; and
5. Allow maximum of one sign per building.

**Maker:** Soto  
**Second:** Ridley  
**Result:** Carried: 12 to 0

**For:** 12 - Wally, Culbreath, Rodgers, Hinojosa, Lavallaisaa, Tarpley, Shellene, Bernbaum, Wolfish, Schwartz, Ridley, Alcantar

**Against:** 0  
**Absent:** 2 – Anglin, Bagley  
**Vacancy:** 0

**Notices:** Area: 200                      Mailed: 106  
**Replies:** For: 1                              Against: 0

**Speakers:** None

ORDINANCE NO. \_\_\_\_\_

An ordinance amending Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code by amending Section 51A-7.1600 to add a new subdistrict and providing regulations and for the new subdistrict; 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 this amendment to the Dallas City Code; Now, Therefore,

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

SECTION 1. That Division 51A-7.1600, "Farmers Market Sign District," of Article VII, "Sign Regulations," of Chapter 51A, "Dallas Development Code: Ordinance No. 19455, as amended," of the Dallas City Code is amended to read as follows:

**"SEC. 51A-7.1601. DESIGNATION OF SIGN DISTRICT.**

A special provision sign district is hereby created to be known as the Farmers Market Sign District. The perimeter boundaries of the Farmers Market Sign District are the same as those of the Farmers Market Special Purpose District (Planned Development District No. 357).

**SEC. 51A-7.1602. DESIGNATION OF [~~CAMDEN~~] SIGN SUBDISTRICTS.**

(a) Camden Sign Subdistrict. The Camden Sign Subdistrict is that area of the Farmers Market Sign District within the following described boundaries:

TRACT 1:



~~BEING all of Lot 2B in City Block 40/164. [a tract of land situated in the John Grigsby Survey, Abstract No. 495, in the City of Dallas, Dallas County, Texas and being all of Lot 2A Block 40/164 of the Park at Farmers Market, Phase 1A, an addition to the City of Dallas according to the Map or Plat thereof recorded in Volume 2000005 at Page 0068 of the Map Records of Dallas County, Texas, same being a portion of Tract "O" conveyed to Camden Property Trust as evidenced by a Special Warranty Deed recorded in Volume 98040 at Page 02379 of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows (bearings based on the southwest right-of-way line of Good Latimer Expressway as described in Ordinance No. 21092, recorded in Volume 91249 at Page 4100 of the Deed Records of Dallas County, Texas, said bearing being North 36 50'46" West):~~

~~COMMENCING at a nail found for the east corner of aforesaid TRACT "O," same being the north corner of a tract of land conveyed to Graybar Electric, Inc., as evidenced in a deed recorded in Volume 3502 at Page 282 of the Deed Records of Dallas County, Texas, said nail also being on the southwest right-of-way line of Good Latimer Expressway (a variable width right-of-way);~~

~~THENCE North 36 50'46" West, along the southwest right-of-way line of said Good Latimer Expressway, a distance of 472.97 feet for the POINT OF BEGINNING, same being the intersection of the southwest right-of-way line of said Good Latimer Expressway with the northwest right-of-way line of Taylor Street (a 58-foot wide right-of-way), same also being the point of curvature of a curve to the right;~~

~~THENCE in a southerly direction, departing the southwest right-of-way line of said Good Latimer Expressway, along the northwest right-of-way and along the arc of said curve to the right, having a central angle of 90 00'00", a radius of 15.00 feet, a chord bearing of South 08 09'14" West, a chord distance of 21.21 feet and an arc length of 23.56 feet to a point for the end of said curvature;~~

~~THENCE South 53 09'14" West, continuing along said northwest right-of-way line, a distance of 423.03 feet to a corner;~~

~~THENCE North 81 47'54" West, a distance of 14.13 feet to a corner on the northeast right-of-way line of Farmers Market Way (a 58-foot wide right-of-way);~~

~~THENCE North 36 50'46" West, along said northeast right-of-way line, a distance of 49.51 feet to a point for a corner;~~

~~THENCE North 08 11'54" East, continuing along said northeast right-of-way line, a distance of 14.15 feet to a corner;~~

~~THENCE North 53 09'14" East, a distance of 91.98 feet to a corner;~~

~~THENCE North 36 50'46" West, continuing along said northeast right-of-way line, a distance of 686.62 feet to a point for the point of curvature of a curve to the right;~~

~~THENCE, continuing along said northeast right-of-way line, along the arc of said curve to the right, having a central angle of 90 01'36", a radius of 15.00 feet and an arc length of 23.57 feet to a point for the end of said curve, same being on the southeast right-of-way line of Canton Street (an 80-foot-wide right-of-way);~~

~~THENCE in a northeasterly direction, along the southeast right-of-way line of said Canton Street, the following:~~

~~North 53 10'49" East, a distance of 182.60 feet to a point for a corner;~~

~~North 85 28'11" East, a distance of 175.61 feet to a point for a corner;~~

~~South 88 34'41" East, a distance of 47.09 feet to a point for the point of curvature of a curve to the right;~~

~~Along the arc of said curve to the right, having a central angle of 73 00'35", a radius of 50.00 feet, an arc length of 63.71 feet to a point for the end of said curve and the beginning of a curve to the left, same being on the southwest right-of-way line of the aforesaid Good Latimer Expressway;~~

~~THENCE in a southeasterly direction, along the southwest right-of-way line of said Good Latimer Expressway, the following:~~

~~Along the arc of said curve to the left, having a central angle of 10 27'01", a radius of 771.57 feet and an arc length of 140.73 feet to a point for the end of said curve;~~

~~South 05 11'45" West, a distance of 20.51 feet to a point for a corner;~~

~~South 36 50'46" East, a distance of 425.30 feet to the POINT OF BEGINNING and CONTAINING 6.299 acres of land.]~~

TRACT 2:

~~BEING all of Lot 1A in City Block 7/153 [a tract of land situated in the John Grigsby Survey, Abstract No. 495, in the City of Dallas, Dallas County, Texas and being all of Lot 1A, Block 7/153 of the Park at Farmers Market, Phase 1A, an addition to the City of Dallas according to the Map or Plat thereof recorded in Volume 2000005 at Page 0068 of the Map Records of Dallas County, Texas, same being a portion of Tract "N" and a portion of Tract "O" conveyed to Camden Property Trust as evidenced by a Special Warranty Deed recorded in Volume 98040 at Page 02379 of the Deeds Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows (bearings based on the southwest right-of-way line of Good Latimer Expressway as described in Ordinance No. 21092, recorded in Volume 91249 at Page 4100 of the Deeds Records of Dallas County, Texas, said being North 36 50'46" West):~~

~~BEGINNING at a chiseled cross found for the intersection of the northeast right-of-way line of Central Expressway (a 125-foot-wide right-of-way) with the southeast right-of-way line of Canton Street (a variable width right-of-way at this point) same being the point of curvature of a non-tangent curve to the right;~~

~~THENCE in a northeasterly direction, along the southeast right-of-way line of said Canton Street and along the arc of said curve to the right, having a central angle of 90 51'41", a radius of 60.00 feet, a chord bearing of North 07 50'44" East, a chord distance of 85.49 feet and an arc length of 95.15 feet to a 1/2-inch iron rod found for the end of said curve, Canton Street having an 80-foot-wide right-of-way at this point;~~

~~THENCE North 53 10'49" East, continuing along the southeast right-of-way line of said Canton Street, a distance of 138.57 feet to a corner;~~

~~THENCE South 36 50'07" East, departing the southeast right-of-way line of said Canton Street, a distance of 200.00 feet to a corner;~~

~~THENCE South 53 10'49" West, a distance of 12.50 feet to a chiseled cross found for a corner;~~

~~THENCE South 36 51'15" East, a distance of 80.00 feet to a 1/2-inch iron rod found for the corner;~~

~~THENCE South 36 50'28" East, a distance of 100.00 feet to a point for a corner;~~

~~THENCE North 53 10'49" East, passing a found 1/2-inch rod at a distance of 25.00 feet and continuing for a total distance of 124.96 feet to a corner;~~

~~THENCE North 36 50'07" West, a distance of 165.00 feet to a corner;~~

~~THENCE North 08 09'52" East, a distance of 8.49 feet to a corner;~~

~~THENCE North 36 50'07" West, a distance of 209.00 feet to a corner on the southeast right-of-way line of said Canton Street;~~

~~THENCE North 53 10'49" East, along the southeast right-of-way line of said Canton Street, a distance of 225.53 feet to the intersection of said southeast right-of-way line with the southwest right-of-way line of Farmers Market Way, same being the point of curvature of a curve to the right;~~

~~THENCE departing the southeast right-of-way line of said Canton Street, along the southwest right-of-way line of said Farmers Market Way and along the arc of said curve to the right, having a central angle of 89 58'24", a radius of 15.00 feet and an arc length of 23.55 feet to the end of said curve;~~

~~THENCE South 36 50'46" East, continuing along said southwest right-of-way line, a distance of 618.68 feet to the intersection of the southwest right-of-way line of said Farmers Market Way with the northwest right-of-way line of Marilla Street (a 58-foot wide right-of-way);~~

~~THENCE South 08 11'54" West, along the northwest right-of-way line of Marilla Street, a distance of 14.13 feet to a corner;~~

~~THENCE South 53 09'14" West, along the northwest right-of-way line of said Marilla Street, a distance of 536.58 feet to a point for the point of curvature of a curve to the right;~~

~~THENCE in a westerly direction, along the arc of said curve to the right, having a central angle of 90 00'19", a radius of 15.00 feet and an arc length of 23.56 feet to a chiseled cross set in a concrete sidewalk for the end of said curve, same being on the northeast right-of-way line of the aforesaid Central Expressway;~~

~~THENCE North 36 50'27" West, along the northeast right-of-way line of said Central Expressway, a distance of 91.70 feet to a chiseled cross found for a corner;~~

~~THENCE North 37 35'08" West, continuing along the northeast right-of-way line of said Central Expressway, a distance of 257.23 feet to a chiseled cross found for a corner;~~

~~THENCE North 53 10'49" East, continuing along the northeast right-of-way line of said Central Expressway, a distance of 5.00 feet to a point for a corner;~~

~~THENCE North 37 35'08" West, continuing along the northeast right-of-way line of said Central Expressway, a distance of 80.01 feet to a point for a corner;~~

~~THENCE South 53 10'49" West, continuing along the northeast right-of-way line of said Central Expressway, a distance of 5.00 feet to a chiseled cross found for a corner;~~

~~THENCE North 37 35'08" West, continuing along the northeast right-of-way line of said Central Expressway, a distance of 139.21 feet to the POINT OF BEGINNING and CONTAINING 7.101 acres of land.]~~

TRACT 3:

BEING a tract of land situated in the John Grigsby Survey, Abstract No. 495, in the City of Dallas, Dallas County, Texas and being a portion of Blocks 142, 5/155/4/156, 36/168 and 37/167, a portion of a 200-foot-wide H. & T.C. Railroad right-of-way, a portion of a 150-foot-wide T. & N.O. Railroad spur right-of-way, all as dedicated on the Final Plat of Railroad Addition, an Addition to the City of Dallas according to the Map or Plat thereof recorded in Volume 4 at Page 350 of the Map Records of Dallas County, Texas, a portion of a 20-foot-wide alley situated in Block 4/156 abandoned in Ordinance No. 8234, a portion of St. Louis Street, Paris Street and a w-foot wide alley abandoned in

Ordinance No. 11472, a portion of St. Louis Street and 20-foot-wide alleys situated in Blocks 36/168 and 37/167 abandoned Ordinance No. 1570 and a portion of Central Expressway as abandoned on Ordinance No. 23588, same being a portion of Tract "O" conveyed to Camden Property Trust as evidence by a Special Warranty Deed recorded in Volume 98040 at Page 02379 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows (bearing based on the southwest right-of-way line of Good-Latimer Expressway as described in Ordinance No. 21092, recorded in Volume 91249 at Page 4100 D.R.D.C.T., said bearing being North 36° 50 '46" West):

BEGINNING at a nail found for the east corner of aforesaid Tract "O," same being the north corner of a tract of land conveyed to Graybar Electric, Inc., as evidenced in a deed recorded in Volume 3502 at Page 282 D.R.D.C.T., said nail also being on the southwest right-of-way line of Good-Latimer Expressway (a variable width right-of-way);

THENCE in a southwesterly direction, departing the southwest right-of-way line of said Good-Latimer Expressway and along the southwest line of said Tract "O," the following:

South 53° 05' 14" West, a distance of 219.11 feet to the point of curvature of a corner to the left;

Along the arc of said curve to the left, through a central angle of 28° 50' 05", having a radius of 219.64 feet and an arc length of 111.05 feet to a 1/2-inch rod found for the end of said curve;

South 36° 29' 26" East, a distance of 29.78 feet to a 1/2-inch rod found for corner;

South 53° 10' 39" West, a distance of 424.89 feet to a corner;

South 36° 45' 09" East, a distance of 93.67 feet to a corner;

South 52° 02' 59" West, a distance of 350.00 feet to the south corner of said Tract "O," same being on the northeast right-of-way line of Cesar Chavez Boulevard (formerly Central Expressway) (a variable width right-of-way);

THENCE in a northwesterly direction, along the southwest line of said Tract "O" and the northeast right-of-way line of said Cesar Chavez Boulevard (formerly Central Expressway), the following:

North 27° 01' 56" West, a distance of 201.55 feet to a chiseled cross found for the point of curvature of a curve to the left;

Along the arc of said curve to the left, through a central angle of 68° 13' 29", having a radius of 67.00 feet and an arc length of 79.78 feet to the chiseled cross found for the end of said curve;

North 24° 20' 27" West, a distance of 145.68 feet to a chiseled cross found for the point of curvature of a curve to the left;

Along the arc of said curve through a central angle of 06° 14' 28", having a radius of 424.70 feet and an arc length of 46.26 feet to a chiseled cross found for the end of said curve;

North 53° 21' 43" East, a distance of 93.54 feet to a 1/2-inch iron rod found for the point of curvature of a non-tangent curve to the left;

Along the arc of said curve to the left, through a central angle of 06° 50' 22", having a radius of 1071.00 feet, a chord bearing of North 82° 15' 38" West, a chord distance of 127.77 feet and an arc length of 127.85 feet to a chiseled cross found for the end of said curve, same being the south corner of a portion of Cesar Chavez Boulevard (formerly Central Expressway) as abandoned by aforesaid Ordinance No. 23588, recorded in Volume 98187 at Page 061815 D.R.D.C.T.;

THENCE North 36° 50' 27" West, along the southwest line of said abandonment, and along the current northwest right-of-way line of said Cesar Chavez Boulevard (formerly Central Expressway), a distance of 123.76 feet to the intersection of the northeast right-of-way line of said Cesar Chavez Boulevard (formerly Central Expressway) with the curving southeast right-of-way line of Marilla Street (a variable width right-of-way at this point) as described in a deed recorded in Volume 98183 at Page 05868 D.R.D.C.T., said curve being a curve to the right;

THENCE in a northeasterly direction, along the southeast right-of-way line of said Marilla Street, the following:

Along the arc of said curve to the right, through a central angle of 89° 59' 41", having a radius of 15.00 feet and an arc length of 23.56 feet to the point of tangency of said curve (Marilla Street being 58-foot-wide at this point);

North 53° 09' 14" East, a distance of 434.59 feet to the intersection of the southeast right of-way line of said Marilla Street with the southwest right-of-way line of Farmers Market Way (a 58-foot-wide right-of-way);

THENCE South 36° 50' 46" East, along the southwest right-of-way line of said Farmers Market Way, a distance of 127.50 feet to the intersection of the southwest right-of-way line of said Farmers Market Way with the southeast right-of-way line of Taylor Street (a 58-foot-wide right-of-way);

THENCE North 53° 09' 14" East, along the southeast right-of-way line of said Taylor Street, a distance of 491.01 feet to the point of curvature of a curve to the right;

THENCE in a easterly direction, continuing along the southeast right-of-way line of said Taylor Street and along the arc of said curve to the right, through a central angle of 90° 00' 00", having a radius of 15.00 feet and an arc length of 23.56 feet to the point of

tangency of said curve, same being on the northeast line of said Tract "O," said corner also being the intersection of the southeast right-of-way line of said Taylor Street with the southwest right-of-way line of aforesaid Good-Latimer Expressway;

THENCE South 39° 14' 11" East [~~South 36° 50' 46" East~~], along the northeast line of said Tract "O" and the southwest right-of-way line of said Good-Latimer Expressway, a distance of 411.92 [~~384.97~~] feet to the POINT OF BEGINNING and containing 11.534 acres of land, more or less. (Ord. 24424)

(b) Central Market Center Sign Subdistrict. The Central Market Center Sign Subdistrict is that area of the Farmers Market Sign District within the following described boundaries:

BEGINNING at the south corner of a corner clip in the northeast line of Harwood Street and the southwest line of City Block 131;

THENCE North 08°36'06" East, along said corner clip, a distance of 40.00 feet to a point for corner in the south line of said Marilla Street, said point being the north corner of said corner clip;

THENCE along the south line of Marilla Street the following calls:

North 74°47'11" East, a distance of 142.30 feet to a point for corner;

South 45°01'41" East, a distance of 1.11 feet to a point for corner;

North 78°16'02" East, a distance of 192.25 feet to a point for corner;

North 77°52'42" East, a distance of 87.67 feet to a point for corner;

North 74°22'09" East, a distance of 373.33 feet to a point for corner, in the southwest line of South Cesar Chavez Boulevard (a variable width right-of-way);

THENCE South 36°00'00" East, along the southwest line of said Cesar Chavez, a distance of 601.81 feet to a point for corner;

THENCE South 32°25'25" East, a distance of 80.16 feet to a point for corner;

THENCE South 10°11'11" East, a distance of 220.32 feet to a point for corner in the south line of Gibson Street, abandoned by Ordinance;

THENCE South 45°34'13" West, along the south line of said abandoned Gibson Street, a distance of 89.59 feet to a point for corner;

THENCE South 71°04'56" West, a distance of 431.66 feet to a point for corner in the northeast line of aforementioned Harwood Street;

THENCE North 45°02'47" West, along the northeast line of said Harwood Street, a distance of 733.28 to a point for corner;

THENCE North 45°01'41" West, continuing along the northeast line of said Harwood Street, a distance of 313.77 feet to the POINT OF BEGINNING and containing 15.03 acres or 654,661 square feet of land, more or less.

**SEC. 51A-7.1602. PURPOSE.**

The purpose of this division is to promote signage that is compatible with the architectural character and design guidelines of the Farmers Market Planned Development District while encouraging artistic, creative, and innovative signs which are reflective of themes that have grown and developed in Farmers Market area.

**SEC. 51A-7.1603. DEFINITIONS.**

(a) In this division:

- (1) ARTWORK means any pictorial or image presentation or design.
- (2) BANNER means a sign attached to or applied on a strip of cloth.
- (3) CANOPY SIGN means a sign attached to or applied on a canopy or awning.
- (4) DISTRICT IDENTIFICATION SIGN means a sign identifying the Farmers Market.
- (5) FLAT ATTACHED SIGN means an attached sign projecting 18 inches or less from a building and parallel to the building facade.
- (6[5]) MARQUEE SIGN means a sign attached to, applied on, or supported by a permanent canopy projecting over a pedestrian street entrance of a building, and consisting primarily of changeable panels or words.
- (7) MONUMENT SIGN means a detached premise sign applied directly onto a grade-level support structure (instead of a pole support) with no separation between the sign and the ground, or mounted on a fence or masonry wall.
- (8[6]) PROJECTING ATTACHED SIGN means an attached sign projecting 18 or more inches from a building.



(8) ROOF SIGN means a sign that is attached to or supported by the roof of a building constructed after December 11, 2013.

(9) SUPERGRAPHIC SIGN means a large attached premise or non-premise sign on a mesh or fabric surface, or a projection of light image onto a wall face without the use of lasers.

(10[7]) THIS DISTRICT means the Farmers Market Sign District.

(11) VIDEOBOARD SIGN means a flat screen that is capable of displaying moving images similar to television images, by light-emitting diode or other similar technology and that is mounted to the exterior of a building.

(12[8]) WINDOW SIGN means a sign painted or affixed onto a window.

(b) Except as otherwise provided in this section, the definitions contained in Sections 51A-2.102 and 51A-7.102 apply to this division. ~~If there is [In the event of]~~ a conflict, this section controls.

#### **SEC. 51A-7.1604. SIGN PERMIT REQUIREMENTS.**

(a) No person may alter, place, maintain, expand, or remove a sign in this district without first obtaining a sign permit from the city. This section does not apply to government signs described in Section 51A-7.207.

(b) Except as otherwise provided in this division, t[he] procedure for obtaining a sign permit is outlined in Section 51A-7.505.

(c) Section 51A-7.602 does not apply to signs in this district.

#### **SEC. 51A-7.1605. SPECIAL PROVISIONS FOR ALL SIGNS.**

(a) Signs in this district are permitted to overhang the public right-of-way subject to city franchising requirements.

(b) Except as otherwise provided in Subsection (c), the maximum effective area of all signs combined on a premise is 10 percent of the total area of all building facades facing public right-of-way that is adjacent to the premise.

(c) When more than 50 percent of the total effective area of all signs combined on a premise is devoted to artwork, the maximum effective area of all signs combined on a premise is 15 percent of the total area of all building facades facing public right-of-way that is adjacent to the premise.

- (d) All signs must be premise signs or convey a noncommercial message.
- (e) Special purpose signs may be erected on a premise no more than once each calendar year. The maximum number of consecutive days that a special purpose sign may be maintained is 15.
- (f) The use of neon or single incandescent bulbs is permitted.
- (g) No portions of a sign other than the words themselves may be illuminated by back-lighting.
- (h) No portion of a sign may have a luminance greater than 200 footlamberts.
- (i) The following materials are suggested, but not required, for signs in this district:
  - (1) Metal.
  - (2) Glass.
  - (3) Wood.

**SEC. 51A-7.1606 SPECIAL PROVISIONS FOR ATTACHED SIGNS.**

The regulations relating to the erection of attached signs in this district are hereby expressly modified as follows:

- (a) Attached signs in general.
  - (1) No portion of an attached sign may be located:
    - (A) more than 10 feet from the facade to which it is attached; or
    - (B) less than two feet from the back of a street curb.
  - (2) Although not required, the use of three-dimensional projecting attached signs is encouraged.
- (b) Banners.
  - (1) Banners are permitted in this district to promote cultural events or activities.
  - (2) If the cultural event or activity has a sponsor, no more than 10 percent of the effective area of the banner may be utilized for sponsor identification.

(3) No portion of a banner may be used to advertise a specific product or service other than the cultural event or activity.

(c) Canopy signs. Canopy signs must be flat-attached or painted directly onto the surface of the canopy.

(d) Marquee signs.

(1) No premise may have more than one marquee sign.

(2) The length of a marquee sign must not exceed two-thirds of the length of the facade to which it is attached.

(3) Marquee signs may incorporate moving patterns or bands of light, except that the use of illumination to produce apparent motion of a visual image, such as expanding or contracting shapes, rotation, or similar effects of animation, is prohibited.

(e) Window sign. No window sign may cover more than 25 percent of the window surface area.

(f) Camden Sign Subdistrict.

(1) No more than four attached signs are permitted in this subdistrict.

(2) No attached sign may exceed 50 square feet in effective area.

(3) Each attached sign may contain a maximum of eight words, except that words consisting of characters less than four inches in height may be used without limit.

(4) No more than two signs may be attached to any one facade.

(g) Attached movement control signs in the Camden Sign Subdistrict.

(1) No more than four attached movement control signs are permitted in this subdistrict.

(2) No attached movement control sign may exceed four square feet in effective area.

(3) No attached movement control sign may identify the name or logo of more than one occupant of the premise.

**SEC. 51A-7.1607. SPECIAL PROVISIONS FOR DETACHED SIGNS.**

(a) In general. The regulations relating to the erection of detached signs in this district are hereby expressly modified as follows:

(1) No premise having an attached sign of any type, except for banners, may have a detached sign.

(2) A premise that has no attached signs other than banners, and that has frontage along more than one street, may have one detached sign along each street frontage.

(3) No detached sign support may be located in the public right-of-way.

(b) Detached signs in the Camden Sign Subdistrict.

(1) No more than four detached signs are permitted in this subdistrict.

(2) Each detached sign must be:

(A) [be] an integral part of the fence or wall; and

(B) [be] constructed of masonry, stone, or similar material with metal letters and symbols.

(3) No minimum setback is required for each detached sign, except that each detached sign must comply with all visibility obstruction regulations.

(4) No detached sign may exceed 30 square feet in effective area.

(5) No detached sign may be closer than 200 feet from another detached premise sign on the same premise.

(6) A detached sign may be located on a premise that has an attached sign.

(c) Detached movement control signs in the Camden Sign Subdistrict.

(1) No more than two detached movement control signs may be erected in this subdistrict.

(2) No detached movement control sign may exceed seven square feet in effective area.

(3) No detached movement control sign may exceed four feet in height.

(4) A detached movement control sign must have a minimum setback of four feet.

(5) No detached movement control sign may identify the name or logo of more than one occupant of the premise.

(6) A detached movement control sign may be located within a visibility triangle, as defined in Section 51A-4.602(d), if the director finds that the sign will not pose a traffic hazard.

**SEC. 51A-7.1608. SPECIAL PROVISIONS FOR THE CENTRAL MARKET CENTER SIGN SUBDISTRICT.**

(a) In general.

(1) Except as provided in this section, the regulations in Sections 51A-7.1600 through 7.1607 apply to the Central Market Center Sign Subdistrict. If there is a conflict between this section and Sections 51A-7.1600 through 7.1607, this section controls.

(2) Permit applications are reviewed using the director procedure in Section 51A-7.505, "Permit Procedures for Special Provision Sign Districts."

(3) Detached non-premise, kiosk, roof, supergraphic, and videoboard signs may be non-premise signs that display commercial messages.

(b) Special provisions for attached signs.

(1) In general.

(A) Except district identification, kiosk, roof, supergraphic, and videoboard signs, all attached signs must be premise signs.

(B) Attached signs, including supergraphic signs, may cover up to 50 percent of a building's total facade area.

(C) Attached signs may not cover building facade doors or windows.

(2) Roof signs.

(A) A maximum of two roof signs are permitted on buildings constructed after December 11, 10213.

(B) A roof sign may not be located on the same building as another roof sign.

(C) A roof sign may not exceed 1,200 square feet in effective area.

(D) At least 15 percent of the effective area of a roof sign must identify the Farmers Market.

(E) A roof sign must comply with the Dallas Fire Code and must be approved by the fire marshal before a permit may be approved by the director.

(3) Supergraphic signs:

(A) In general.

(i) A maximum of two supergraphic signs are permitted.

(ii) The two supergraphic signs permitted in this section are in addition to the number of supergraphic signs permitted in Section 51A-7.930.

(iii) Supergraphic signs may be located on the facade of any building.

(B) Visual display and coverage.

(i) Except as provided in this paragraph, a supergraphic sign must have one large visual display with a minimum of 80 percent non-textual graphic content (no more than 20 percent text).

(ii) Multiple displays giving an appearance of multiple signs are prohibited.

(iii) The effective area of text is the sum of the areas within minimum imaginary rectangles of vertical and horizontal lines, each of which fully contains a word.

(iv) Supergraphic signs are intended to be creative and artful and not strictly a representation of an advertised product. It is the intent of this provision to:

(aa) encourage the use of illustrative images or other non-repetitive design elements;

(bb) encourage visually interesting, vibrant, and colorful designs;

(cc) discourage use of solid colors or repetitive design elements; and

(dd) discourage an image of a single product or product logo without other graphic elements.

(v) Supergraphic signs may be internally or externally illuminated. If internally illuminated, a supergraphic sign may consist of translucent materials, but not transparent materials.

(C) Extensions.

(i) Except as otherwise provided herein, a supergraphic sign may not extend beyond the edge of the face of the building to which it is attached.

(ii) A supergraphic sign may wrap around the edge of a building if:

(aa) both building facades to which the supergraphic sign is attached are otherwise eligible facades; and

(bb) the supergraphic sign is one continuous image.

(D) Message duration. A supergraphic sign location may not display the same message for more than four consecutive months in any 12-month period.

(E) Hardware fasteners. All hardware fasteners for a supergraphic sign must comply with the Dallas Building Code and all other ordinances, rules, and regulations of the City of Dallas.

(4) Videoboard signs.

(A) In general.

(i) A maximum of two videoboard signs are permitted.

(ii) Videoboard signs must have a vertical orientation with height exceeding the width at a minimum 16:9 height-to-width ratio.

(iii) Videoboard signs may project a maximum of 12 feet into the right-of-way.





\_\_\_\_\_ (ii) be able to display a high quality image with a minimum resolution equivalent to the following table:

Non-Premise District Activity Videoboard Sign  
Resolution Chart

<u>Size of LED Panel</u>	<u>Maximum Pixel Size</u>
<u>100 s/f to 125 s/f</u>	<u>16 mm</u>
<u>Greater than 126 s/f</u>	<u>19 mm</u>

\_\_\_\_\_ (D) Light intensity. Before the issuance of a videoboard sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity:

\_\_\_\_\_ (i) has been factory programmed to comply with the maximum brightness and dimming standards in the table in Subparagraph (a)(1)(B); and

\_\_\_\_\_ (ii) is protected from end-user manipulation by password-protected software, or other method satisfactory to the building official.

\_\_\_\_\_ (E) Change of message. Except as provided in this section, changes of message must comply with the following:

\_\_\_\_\_ (i) Each message must be displayed for a minimum of eight seconds.

\_\_\_\_\_ (ii) Changes of message must be accomplished within two seconds.

\_\_\_\_\_ (iii) Changes of message must occur simultaneously on the entire sign face.

\_\_\_\_\_ (iv) No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.

\_\_\_\_\_ (F) Streaming information. If a special events permit has been issued for district activities, streaming video and audio is permitted, except that ticker tape streaming is permitted at all times when the videoboard sign is operating. Ticker tape streaming must be located within the bottom 10 percent of the effective area.

\_\_\_\_\_ (G) Malfunction. Videoboard sign operators must respond to a malfunction or safety issue within one hour after notification

\_\_\_\_\_ (c) Special provisions for detached signs.

(1) In general. Except detached non-premise, district identification, kiosk, roof, supergraphic, and videoboard signs, all detached signs must be monument premise signs.

(2) Detached non-premise sign.

(A) A maximum of one detached non-premise sign is permitted.

(B) A detached non-premise sign may not be a Highway Beautification Act sign.

(C) The top of a detached non-premise sign may project up to 100 feet above a building or structure in the Central Market Center Sign Subdistrict.

(D) A detached non-premise sign may not exceed 2,500 square feet in effective area.

(E) At least 15 percent of the effective area of a detached non-premise sign must identify the Farmers Market.

(3) District identification signs.

(A) A maximum of five district identification signs are permitted.

(B) Except as otherwise provided in this paragraph, district identification signs must be located over and span a right-of-way.

(C) Except as otherwise provided in this paragraph, district identification signs may be located over and span the rights-of-way at the following intersections:

(i) Marilla Street and Pearl Street;

(ii) Taylor Street and Cesar Chavez Boulevard;

(iii) Taylor Street and Harwood Street; and

(iv) Cesar Chavez Boulevard and Farmers Way.

(D) One district identification sign may be located on top of a building located at the southeast corner of Farmers Way and Pearl Street.

(E) For a district identification sign located on top of a building located at the southeast corner of Farmers Way and Pearl Street, maximum height of the district identification sign is 30 feet.

(F) Maximum effective area of a district identification sign is 1,000 square feet.

(G) Minimum clearance for a district identification sign located over and spanning a right-of-way must be determined by the director of the department of transportation after a complete permit application is filed.

(H) A district identification sign that is located over and spans a right-of-way may not resemble or obstruct any traffic control devices.

(I) A district identification sign may not be located in or visually obstruct a visibility triangle as defined in the visual obstructions regulations in Section 51A-4.602(d).

(4) Kiosks.

(A) A maximum of 10 kiosks are permitted.

(B) Except city kiosks, kiosks may not be located in the rights-of-way.

(C) Kiosks must be spaced at least 50 feet from another kiosk.

(D) Kiosks may not be illuminated by a detached independent external light source.

(F) Kiosks may not exceed 10 feet in height and 100 square feet in effective area.

(5) Monument signs.

(A) A maximum of five monument signs are permitted.

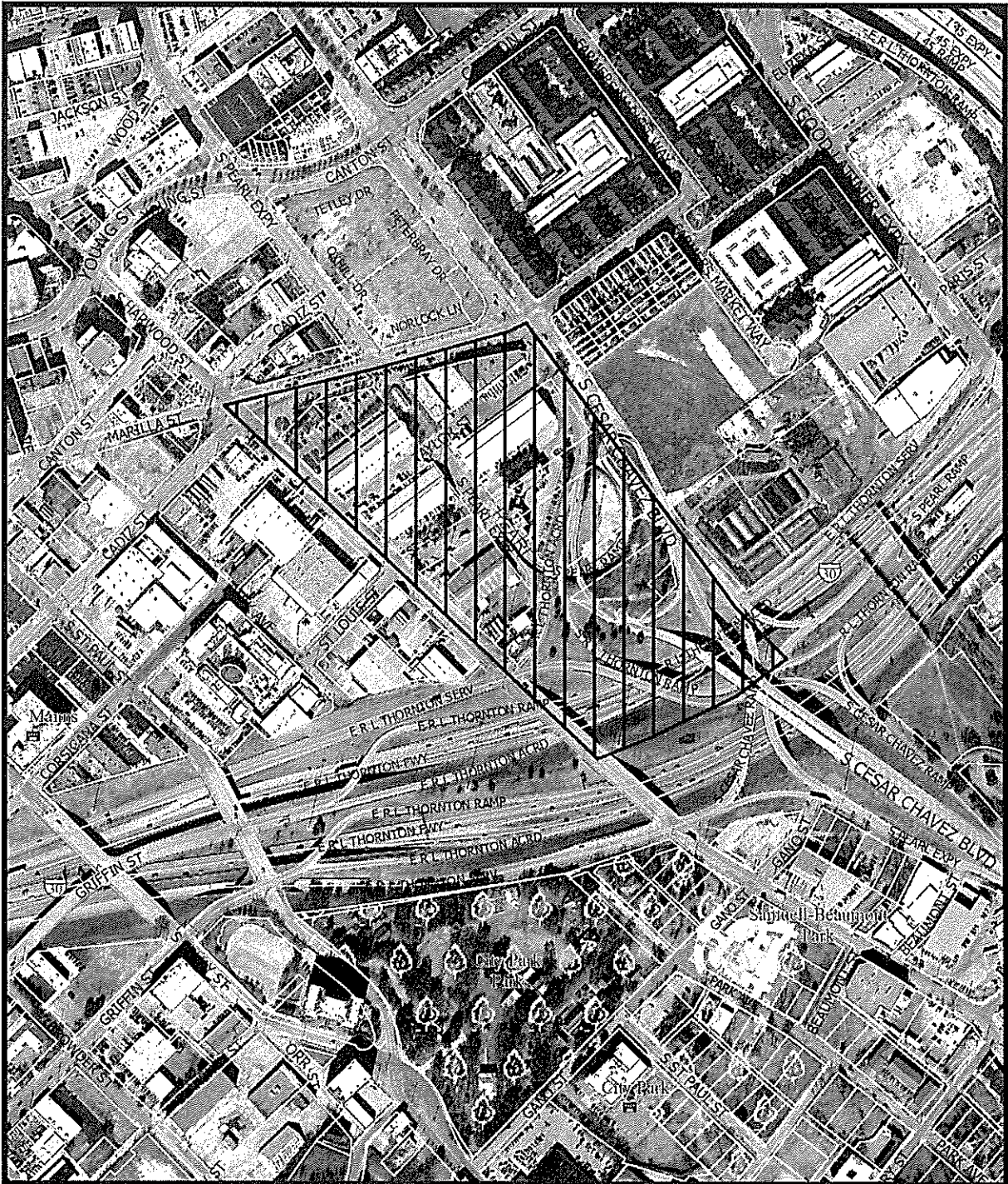
(B) Maximum effective area of a monument sign is 50 square feet.

(C) Maximum height of a monument sign is 15 feet.

(D) Detached signs may be located on a premise with attached signs.

(E) No monument sign may be closer than 200 feet from another monument sign on the same premise.





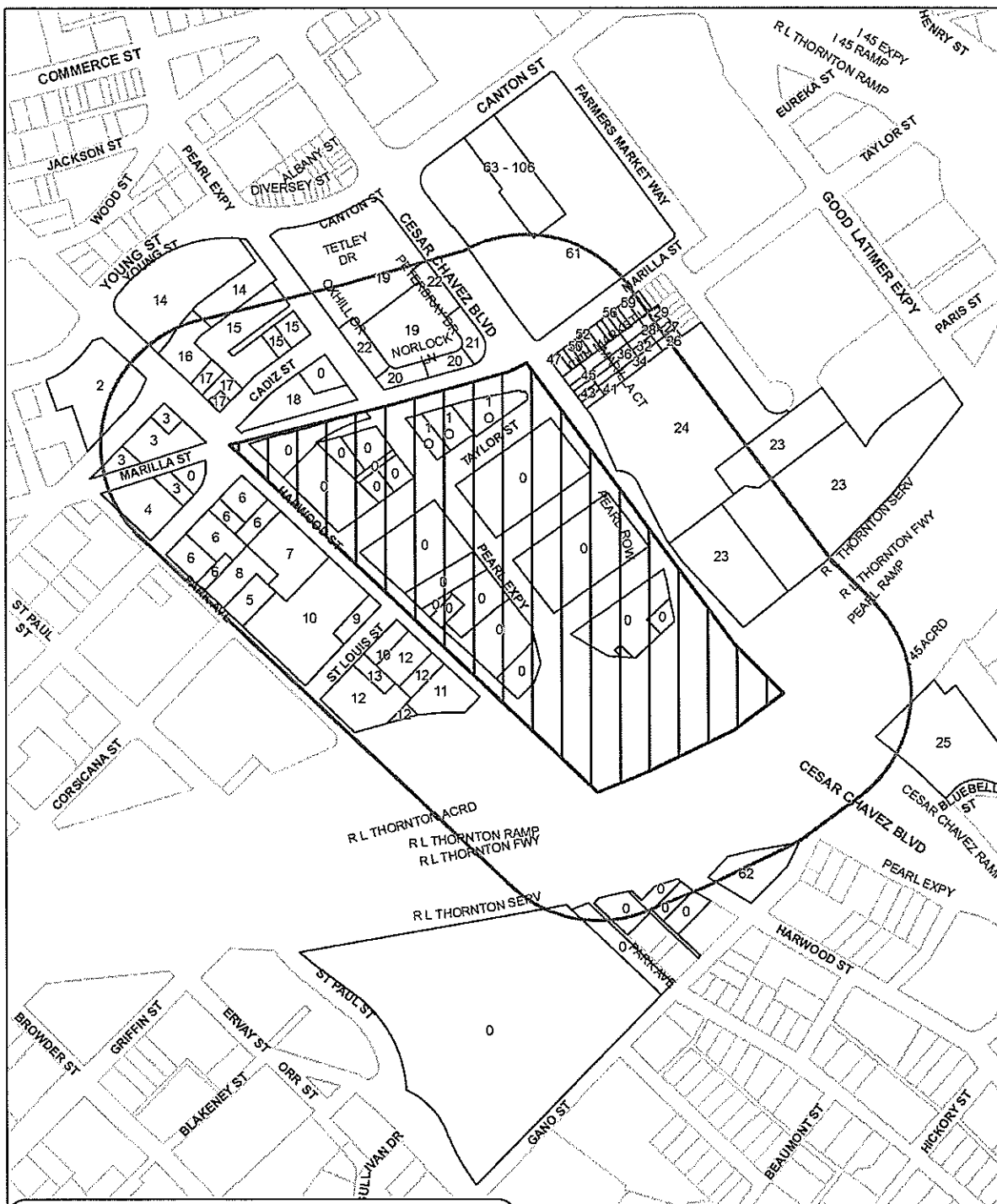
1:4,800

# AERIAL MAP

Case no: SPSD134-001

Date: 11/21/2013

# CPC RESPONSES



<u>106</u>	Property Owners Notified (114 parcels)
<u>1</u>	Replies in Favor (3 parcels)
<u>0</u>	Replies in Opposition (0 parcels)
<u>400'</u>	Area of Notification
<u>12/5/2013</u>	Date

**SPSD134-001**  
**CPC**



1:4,800

## CPC NOTIFICATION

Page 1 of 4

12/5/2013

### *Notification List of Property Owners*

*SPSD134-001*

<i>106 Property Owners Notified</i>			<i>0 Property Owners Opposed</i>	<i>1 Property Owner in Favor</i>
<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>	
O	1	2111 TAYLOR ST	TAYLOR STREET 2111 LP	
	2	507 HARWOOD ST	MASONIC TEMPLE CORP	
	3	617 HARWOOD ST	AMIGOS POTTERY INC	
	4	1909 CADIZ ST	RP DOWNTOWN PARKING PROPERTIES LP	
	5	922 PARK AVE	UNION GOSPEL MISSION	
	6	1900 CADIZ ST	PURE ICE & COLD STG CO	
	7	915 HARWOOD ST	COMBS PROPERTIES LTD	
	8	915 HARWOOD ST	COMBS PRODUCE CO LP	
	9	1017 HARWOOD ST	DALLAS DEL PPTY MANAGEMENT	
	10	1015 HARWOOD ST	DALLAS DEL PPTY MANAGEMENT LP	
	11	1207 HARWOOD ST	HARRINGTON SAMUEL	
	12	1115 HARWOOD ST	HARRINGTON SAM	
	13	1916 ST LOUIS ST	HARRINGTON SAMUEL M	
	14	500 HARWOOD ST	DALLAS SCOTTISH RITE	
	15	2021 CADIZ ST	RUIBAL FARMS LP	
	16	600 HARWOOD ST	RUIBAL FARMS LP	
	17	608 HARWOOD ST	PUDDINGSTONE PARK LLC	
	18	2018 CADIZ ST	CADIZ STREET PPTIES LTD	
	19	514 CESAR CHAVEZ BLVD	FENWAY DEVELOPMENT INC	
	20	2159 MARILLA ST	TEXAS IN TOWN HOMES	
	21	715 CESAR CHAVEZ BLVD	TEXAS IN TOWN HOME	
	22	615 CESAR CHAVEZ BLVD	TEXAS IN TOWN HOMES LLC	
	23	1204 CESAR CHAVEZ BLVD	SAGENITE DALLAS CO	
	24	625 GOOD LATIMER EXPY	CAMDEN PROPERTY TRUST	
	25	1600 CESAR CHAVEZ BLVD	W&D HOLDEN I FAMILY LTD	
	26	908 CITY SIDE LN	YBARRA RACHEL C TRUSTEE	

*Thursday, December 05, 2013*

<i>Page</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
27	906	CITY SIDE LN	CARTER WILLIAM W
28	904	CITY SIDE LN	WIBLIN BRIAN & JULIA
29	2230	CITY MARKET LN	ALHADEFF MARY ANNE
30	2226	CITY MARKET LN	REDWOOD PAUL F
31	905	CITY SIDE LN	STITSKY DAVID ANDREW
32	907	CITY SIDE LN	SCHIEDA MARISA J &
33	909	CITY SIDE LN	JEHL JENNIFER
34	908	MARILLA CT	SUNDERJI REZWAN ARMIRALI
35	905	MARILLA CT	LAFOND DANIEL P
36	904	MARILLA CT	BALL KRISTIN L &
37	2216	CITY MARKET LN	NEALE JAMES W &
38	2212	CITY MARKET LN	BLOOM KATHERINE M
39	905	MARILLA CT	PARAISON PHAEDRA M &
40	907	MARILLA CT	OKUNUBI FOLASADE
41	909	MARILLA CT	HUFF WINSTON OLIVER
42	912	CESAR CHAVEZ BLVD	VITAL VICTOR
43	910	CESAR CHAVEZ BLVD	ARMOLD CHRISTOPHER & AMY
44	908	CESAR CHAVEZ BLVD	WHITEHEAD MICHAEL E &
45	906	CESAR CHAVEZ BLVD	FARRELL JOHN M
46	904	CESAR CHAVEZ BLVD	ANDERSON ASHLEY DORREN
47	2202	MARILLA ST	SMITH JOANNE
48	2204	MARILLA ST	BOYER MACEE L
49	2206	MARILLA ST	COLLOM CHAD
50	2209	CITY MARKET LN	BICKHAM KRESTINE LEE
51	2211	CITY MARKET LN	DOHM GLENDA
52	2212	MARILLA ST	SHAH PRERAK
53	2216	MARILLA ST	STEINBERG JOSEPH &
54	2218	MARILLA ST	MCCARTHY PAUL J &
55	2219	CITY MARKET LN	SARRO BRIAN A & ANDREA L
56	2222	MARILLA ST	YEAGER GREGORY
57	2224	MARILLA ST	RUFFRIDGE KELLY R

Thursday, December 03, 2013



<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
56	2226	MARILLA ST	CAPERTON JOHN E & NANCY B
59	2228	MARILLA ST	GOMEZ MARY SHERREN
60	2220	MARILLA ST	PEDEN WILL A &
61	2210	CANTON ST	2009 CPT COMMUNITY OWNER LLC
62	1550	HARWOOD ST	TOMAINO PPTIES LP
63	2220	CANTON ST	WATERS LINDSAY &
64	2220	CANTON ST	WESTDALE PROPERTIES
65	2220	CANTON ST	ABOUTALEBI SINA
66	2220	CANTON ST	ANDERSEN GUY
67	2220	CANTON ST	WILSON KENNETH W
68	2220	CANTON ST	STAFFORD ROBERT T
69	2220	CANTON ST	MICHEL, FRANCINE
70	2220	CANTON ST	JOHNSON EUGENE E
71	2220	CANTON ST	KOOI EDWARD
72	2220	CANTON ST	ZUERKER MARK
73	2220	CANTON ST	DAHLKE MERI
74	2220	CANTON ST	KING DEANE E
75	2220	CANTON ST	REEVES RICKY
76	2220	CANTON ST	ECKART PHILIP
77	2220	CANTON ST	ABDULALEEM KHADIJAH
78	2220	CANTON ST	SLADE CLAYTON D &
79	2220	CANTON ST	RAMIREZ CESAR
80	2220	CANTON ST	JOHNSON ERIC L
81	2220	CANTON ST	RODRIGUEZ JOSEPH L
82	2220	CANTON ST	SIMON PATRICIA A
83	2220	CANTON ST	SORRELS BARRY J &
84	2220	CANTON ST	THOMPSON EDLECA
85	2220	CANTON ST	EVARIT EDWARD D
86	2220	CANTON ST	STAHL DAVID
87	2220	CANTON ST	POPERT CHRISTIAN D
88	2220	CANTON ST	SALDITT PETER

Thursday, December 03, 2015

<i>Vote</i>	<i>Label #</i>	<i>Address</i>	<i>Owner</i>
89	2250	CANTON ST	STRING BEAN PRODUCTIONS INC
90	2250	CANTON ST	CANTON 001 LTD
91	2220	CANTON ST	CAIN GERALD & DORIS
92	2220	CANTON ST	CHUNG CHRISTOPHER
93	2220	CANTON ST	LUNN LINDA C
94	2220	CANTON ST	ELLIOTT BLAKE ROWAN
95	2220	CANTON ST	GMUROWSKA ANNA A
96	2220	CANTON ST	WRIGHT ALAN E
97	2220	CANTON ST	CORREA ANDRES &
98	2220	CANTON ST	ROWNTREE ROBERT &
99	2220	CANTON ST	GOODEN DAVID & LINDA
100	2220	CANTON ST	EATES JAMES D
101	2220	CANTON ST	TELATNYK JULIE M
102	2220	CANTON ST	JOHNSON AMY
103	2220	CANTON ST	WOOD JUSTIN
104	2220	CANTON ST	HARTMAN BROOKE ELIZABETH
105	2220	CANTON ST	JONESON-LONNINGER ANNETTE
106	2220	CANTON ST	RABARA EVANGELINE

Thursday, December 25, 2013

**KEY FOCUS AREA:** Economic Vibrancy

**AGENDA DATE:** December 11, 2013

**COUNCIL DISTRICT(S):** 2

**DEPARTMENT:** Trinity Watershed Management  
Office of Economic Development  
Water Utilities  
Public Works Department

**CMO:** Jill A. Jordan, P.E., 670-5299  
Ryan S. Evans, 671-9837  
Forest E. Turner, 670-3390

**MAPSCO:** 34 N

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**SUBJECT**

Authorize a contract with RKM Utility Services, Inc., lowest responsive bidder of six, for the construction of drainage, water and wastewater improvements for Mockingbird Lane from Maple Avenue to Forest Park – Not to exceed \$4,887,413 – Financing: 2006 Bond Funds (\$1,475,632), 2012 Bond Funds (\$1,279,598), General Obligation Commercial Paper Funds (\$946,275), Public Private Partnership Funds (\$1,111,781) and Water Utilities Capital Improvement Funds (\$74,127)

**BACKGROUND**

The 2012 Bond Program funded the design and construction of the Mockingbird Lane from Maple Avenue to Forest Park Project to alleviate street flooding of the area. The City contracted with URS to design and prepare construction plans in February 2013. The project also includes landscape improvements and the relocation of water and wastewater mains. This project is funded by the 2006 Bond Program, 2012 Bond Program, Water Utilities Capital Improvements Funds and Public Private Partnership Funds. The Public Private Partnership Funds are being used because this project provides the majority of the drainage system that will allow for a significant private development to occur on a formerly industrial 37 acre tract to the north of Mockingbird. The project includes the potential development of 1,100 multi-family apartment units, a hotel of approximately 220 rooms, and a retail shopping center of approximately 85,000 square feet. Total anticipated investment will exceed \$200 million with approximately 250 jobs anticipated.

This action authorizes a contract with RKM Utility Services, Inc., the lowest responsive bidder of six, for the construction of the Mockingbird Lane from Maple Avenue to Forest Park Improvements Project.

## **ESTIMATED SCHEDULE OF PROJECT**

Began Design	March 2013
Completed Design	October 2013
Begin Construction	January 2014
Complete Construction	March 2015

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

Authorized Fill Permit 07-03 on November 28, 2007, by Resolution No. 07-3528.

Authorized a Professional Services contract for engineering services on February 13, 2013, by Resolution No.13-0321.

## **FISCAL INFORMATION**

2006 Bond Funds - \$1,475,632.00  
2012 Bond Funds - \$1,279,598.00  
2012 Bond Program (General Obligation Commercial Paper Funds) - \$946,275.00  
Public Private Partnership Funds - \$1,111,781.00  
Water Utilities Capital Improvement - \$74,127.00

Design	\$ 139,600.00
Supplemental Agreement No. 1	\$ 1,870.75
Construction (this action)	<u>\$4,887,413.00</u>
Total Project Cost	\$5,028,883.75

## **M/WBE INFORMATION**

See attached.

## **ETHNIC COMPOSITION**

### RKM Utility Services, Inc.

Hispanic Female	8	Hispanic Male	137
African-American Female	0	African-American Male	57
Other Female	0	Other Male	0
White Female	2	White Male	59

## **OWNER**

### **RKM Utility Services, Inc.**

Ryan Dowdy, President

**MAP**

Attached

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize a contract with RKM Utility Services, Inc., lowest bidder of six for the construction of Mockingbird Lane/Maple Avenue to Forest Park drainage improvements – Not to exceed \$4,887,413 – 2012 Bond Funds (\$2,225,873), Public Private Partnership Funds (\$2,587,413), and Wastewater Capital Improvement Funds (74,127.00)

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

**PROJECT CATEGORY:** Construction

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$3,584,913.00	73.35%
Total non-local contracts	\$1,302,500.00	26.65%
<b>TOTAL CONTRACT</b>	<b>\$4,887,413.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

None

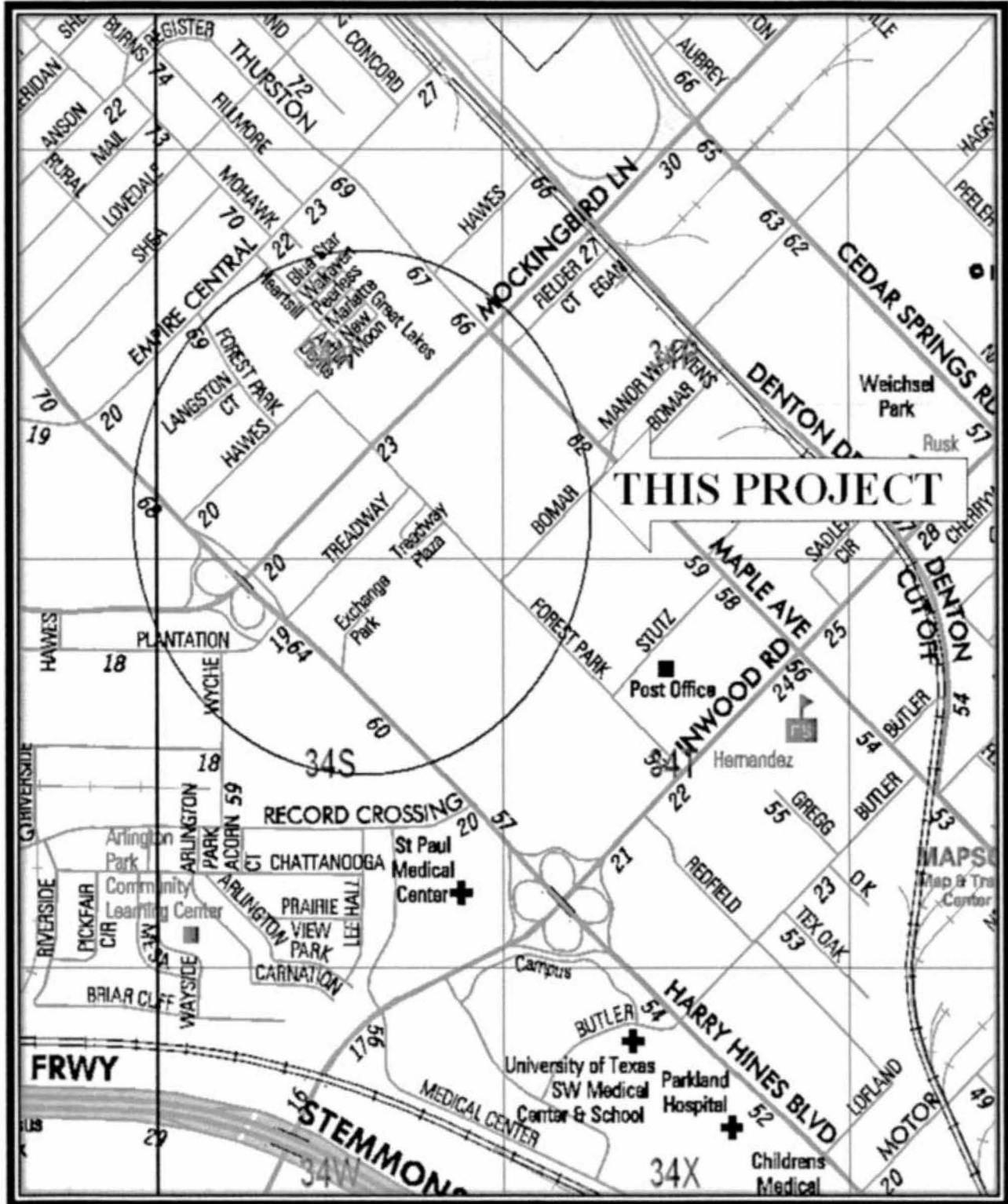
#### Non-Local Contractors / Sub-Contractors

<u>Non-local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Cowtown Redi Mix, Inc.	WFDB57742Y0614	\$655,000.00	50.29%
S & R Investments, Inc. dba Arrow Oil Co.	WFWB10209N0614	\$365,000.00	28.02%
LKT & Associates, LLC	WFDB58958Y1014	\$165,000.00	12.67%
G.J. Seeding, LLC	WFWB57335N0414	\$80,000.00	6.14%
Buyers Barricades, Inc.	WFDB56717Y0214	\$30,000.00	2.30%
Pipe Wholesalers of Texas, Inc.	WFDB55516Y1113	\$7,500.00	0.58%
<b>Total Minority - Non-local</b>		<b>\$1,302,500.00</b>	<b>100.00%</b>

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$0.00	0.00%	\$1,302,500.00	26.65%
<b>Total</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$1,302,500.00</b>	<b>26.65%</b>

# Mockingbird-Maple Flood Management Project



MAPSCO 34N





December 11, 2013

**WHEREAS**, on November 28, 2007, Resolution No. 07-3528 authorized Fill Permit 07-03 for the Forest Park/Mockingbird Retail Development; and

**WHEREAS**, the private development project is anticipated to bring in approximately 250 jobs; and

**WHEREAS**, on February 13, 2013, Resolution No. 13-0321 authorized a professional services contract for engineering services with URS Corporation in an amount not to exceed \$139,600.00; and

**WHEREAS**, on November 5, 2013, Administrative Action No. 13-1248 authorized an increase to the professional services contract with URS Corporation authorized additional services for the stormwater drainage and wastewater improvements in an amount not to exceed \$1,870.75, increasing the contract from \$139,600.00 to \$141,470.75; and

**WHEREAS**, bids were received on October 31, 2013, for the Mockingbird Lane/Maple Avenue to Forest Park drainage improvements Mockingbird Lane/Maple Avenue to Forest Park Management Project as follows;

RKM Utility Services, Inc.	\$4,887,413.00
North Texas Contracting, Inc.	\$5,347,257.00
S.J. Louis Construction of Texas, Ltd.	\$5,557,571.24
Earth Builders	\$5,954,065.10
JESKE Construction Company	\$6,112,037.00
Rebcon, Inc.	\$6,581,426.70

**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 contract with RKM Utilities, Inc. for the drainage and water/wastewater improvements at Mockingbird Lane/Maple Avenue to Forest Park in the amount not to exceed \$4,887,413.00, this being the lowest responsive bid received as indicated by the tabulation of bids, after it has been approved as to form by the City Attorney.

December 11, 2013

**Section 2.** That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Public Private Partnership Fund Fund 0352, Dept. ECO, Unit 9953, Activity PPPF Object 4540, Program No. PB12S767, CT ECO9953B247, Vendor No. VS0000026242, in an amount not to exceed	\$1,111,781.00
Flood Protection and Storm Drainage Facilities Fund Fund 6T23, Dept. PBW, Unit T507, Activity FLDM Object 4540, Program No. PB12S767, CT PBW12S767C1 Vendor No. VS0000026242, in an amount not to exceed	\$1,475,632.00
Flood Protection and Storm Drainage Facilities Fund Fund 2U23, Dept. TWM, Unit S767, Activity FLDM Object 4540, Program No. PB12S767, CT PBW12S767C1 Vendor No. VS0000026242, in an amount not to exceed	\$ 946,275.00
Flood Protection and Storm Drainage Facilities Fund Fund 1U23, Dept. TWM, Unit S767, Activity FLDM Object 4540, Program No. PB12S767, CT PBW12S767C1 Vendor No. VS0000026242, in an amount not to exceed	\$1,279,598.00
Wastewater Capital Improvement Fund Fund 0116, Dept. DWU, Unit PS42, Act. RELP, REP T2UL Object 4560, Program No. 713160, CT DWU713160CP Vendor No. VS0000026242, in an amount not to exceed	<u>\$74,127.00</u>
Total amount not to exceed	\$4,887,413.00

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

**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** All  
**DEPARTMENT:** Office of Economic Development  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** N/A

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**SUBJECT**

Authorize a one-year service contract for public awareness, advertising and marketing related to GrowSouth - with Allyn Media, most advantageous proposer of seven – Not to exceed \$250,000 – Financing: Public/Private Partnership Funds

**BACKGROUND**

This service contract will allow the Office of Economic Development in partnership with the Mayor’s Office and the Public Information Office to hire a media and marketing firm to provide strategic, creative, interactive, media and public relation services related to the Mayor’s GrowSouth campaign. The deliverables will include research and planning, creative development, marketing communications, media placement and public relations.

The Mayor launched his GrowSouth campaign in February 2012, with a focus on smartly developing Southern Dallas. GrowSouth is a comprehensive strategy to build a foundation for sustainable growth which includes key projects that can serve as catalysts for development in key areas. The City has presented a work plan that supports what they can accomplish as part of “GrowSouth” including short term and long term infrastructure and capital improvements that will support and enhance growth in Southern Dallas. With nine targeted areas/neighborhoods, and ten primary objectives, the GrowSouth initiative is a multifaceted approach to encourage growth and development in Southern Dallas. The media campaign would focus on paving the way for new perceptions of Southern Dallas.

On July 18, 2013, the City of Dallas issued a RFP seeking proposals from professional marketing firms to develop a targeted public awareness campaign to complement the branding efforts of the Mayor’s GrowSouth initiative.

**BACKGROUND** (Continued)

A six member evaluation committee was selected from the following departments:

- Economic Development (1)
- Police (1)
- Public Information Office (1)
- Mayor’s Office (1)
- Strategic Customer Service (1)
- Business Development and Procurement Services (1)\*

\*Business Development and Procurement Services only evaluated the proposed pricing

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

Pricing: services provided within a fixed budget	30
Quality of prior campaigns and qualifications of key staff	25
Responsiveness to proposal, proposed method for conducting campaigns and project plan	25
Experience in the last five years with development of public awareness or advertising campaign as the primary business focus	20

As part of the solicitation process and in an effort to increase competition, Business Development and Procurement Services (BDPS) used its procurement system to send out 1639 email bid notifications to vendors registered under respective commodities. To further increase competition, BDPS uses historical solicitation information, the internet, and vendor contact information obtained from user departments to contact additional vendors by phone. Additionally, in an effort to secure more bids, notifications were sent by the BDPS’ ResourceLink Team (RLT) to 25 Chambers of Commerce, the DFW Minority Business Council and the Women’s Business Council – Southwest, to ensure maximum vendor outreach.

Allyn Media from Dallas, TX was determined to be the most advantageous bidder, and Council is asked to authorize a \$250,000 services contract for a one year term.

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

On December 2, 2013, a memo was submitted to the Economic Development Committee regarding the selection of Allyn Media for the GrowSouth media campaign.

**FISCAL INFORMATION**

\$250,000 - Public/Private Partnership Funds

## **M/WBE INFORMATION**

338 – M/WBE Vendors contacted  
337 – No response  
1 – Response (Bid)  
0 – Response (No bid)  
1 – Successful vendor

1639 M/WBE and Non-M/WBE vendors were contacted.

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

## **ETHNIC COMPOSITION**

### Allyn Media

White Male	3	White Female	9
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

## **PROPOSAL INFORMATION**

The following proposals were received from solicitation number BDZ1329 and were opened on August 29, 2013. This contract is being awarded in its entirety to the most advantageous proposer.

\*Denotes successful proposer

<b><u>Proposers</u></b>	<b><u>Address</u></b>	<b><u>Score</u></b>
*Allyn Media	3232 McKinney Ave. Suite 660 Dallas TX 75204	87.29
Time Warner Cable Media	5001 Spring Valley Rd. Suite 300E Dallas TX 75244	86.09
Moatsworks Studios, LLC	1568 Sandston Dr. Frisco, TX 75034	82.29

**PROPOSAL INFORMATION** (Continued)

<b><u>Proposers</u></b>	<b><u>Address</u></b>	<b><u>Score</u></b>
aMAEzing, LLC	215 N. Center St. Suite 1507 San Antonio, TX 78202	70.53
Enigma LLC	100 Crescent Court Suite 700 Dallas TX 75201	67.45
Marcus Graham Project	1409 S. Lamar St. Suite 108 Dallas TX 75215	64.01
Adbongo, Inc	2626 Valley View Lane Dallas TX 75234	40.66

**OWNER**

**Allyn Media**

Mari Woodlief  
President and CEO

## BUSINESS INCLUSION AND DEVELOPMENT PLAN SUMMARY

**PROJECT:** Authorize a one-year service contract for public awareness, advertising and marketing related to GrowSouth - with Allyn Media, most advantageous proposer of seven – Not to exceed \$250,000 – Financing: Public/Private Partnership Funds

Allyn Media is a ~~non-local~~ local, ~~non-minority~~ minority firm, has signed the "Business Inclusion & Development" documentation, and proposes to use ~~the following sub-contractors~~ their own workforce.

**PROJECT CATEGORY:** Other Services

### LOCAL/NON-LOCAL CONTRACT SUMMARY

	<u>Amount</u>	<u>Percent</u>
Total local contracts	\$250,000.00	100.00%
Total non-local contracts	\$0.00	0.00%
<b>TOTAL CONTRACT</b>	<b>\$250,000.00</b>	<b>100.00%</b>

### LOCAL/NON-LOCAL M/WBE PARTICIPATION

#### Local Contractors / Sub-Contractors

<u>Local</u>	<u>Certification</u>	<u>Amount</u>	<u>Percent</u>
Allyn Media	WFWB56348N0114	\$250,000.00	100.00%
<b>Total Minority - Local</b>		<b>\$250,000.00</b>	<b>100.00%</b>

#### Non-Local Contractors / Sub-Contractors

None

### TOTAL M/WBE CONTRACT PARTICIPATION

	<u>Local</u>	<u>Percent</u>	<u>Local &amp; Non-Local</u>	<u>Percent</u>
African American	\$0.00	0.00%	\$0.00	0.00%
Hispanic American	\$0.00	0.00%	\$0.00	0.00%
Asian American	\$0.00	0.00%	\$0.00	0.00%
Native American	\$0.00	0.00%	\$0.00	0.00%
WBE	\$250,000.00	100.00%	\$250,000.00	100.00%
<b>Total</b>	<b>\$250,000.00</b>	<b>100.00%</b>	<b>\$250,000.00</b>	<b>100.00%</b>

December 11, 2013

**WHEREAS**, the Mayor's GrowSouth Initiative has a primary goal to foster economic development opportunities in Southern Dallas; and

**WHEREAS**, in order to help further the goals of the GrowSouth Initiative, the City desires additional marketing and media campaign assistance; and

**WHEREAS**, on July 18, 2013, the City issued a RFP to seek additional assistance to market and develop a media campaign related to the GrowSouth initiative; and

**WHEREAS**, Allyn Media has been determined to have submitted the most advantageous proposal of seven; and

**WHEREAS**, the City desires to enter into a service contract with Allyn Media in order to develop a marketing and media campaign related to GrowSouth.

**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 one-year service contract with Allyn Media for public awareness, advertising and marketing related to GrowSouth.

**Section 2.** That the City Controller is hereby authorized to disburse funds from:

Fund 0352, Department ECO, Unit 9992, Object 3070, Activity PPPF, CT ECO9992B254, Vendor No. VS0000049681, in an amount not to exceed \$250,000.

**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, and it is accordingly so resolved.



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** 1  
**DEPARTMENT:** Sustainable Development and Construction  
**CMO:** Theresa O'Donnell, 671-9195  
**MAPSCO:** 45W

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**SUBJECT**

An ordinance abandoning portions of Colorado Boulevard, an alley, and railroad right-of-way ~~and a street easement~~ to Southern Foods Group, LLC, the abutting owner, containing a total of approximately 29,150 ~~32,279~~ square feet of land, located near the intersection of Colorado Boulevard and Lancaster Avenue, and authorizing the quitclaim - Revenue: \$43,726 ~~\$48,419~~, plus the \$20 ordinance publication fee

**BACKGROUND**

This item authorizes the abandonment of portions of Colorado Boulevard, an alley, and railroad right-of-way ~~and a street easement~~ to Southern Foods Group, LLC, the abutting owner. The area will be included with the property of the abutting owner for a future mixed-use development. The abandonment fee is based on an independent appraisal.

Notices were sent to 26 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 was deferred by Councilmember Griggs on October 8, 2013.

This item was deferred by Councilmember Griggs on September 25, 2013.

This item was deferred by Councilmember Griggs on September 11, 2013.

**FISCAL INFORMATION**

Revenue: \$43,726 ~~\$48,419~~, plus the \$20 ordinance publication fee

**OWNER**

**Southern Foods Group, LLC**


Gregg L. Engles, Chief Executive Officer

**MAPS**

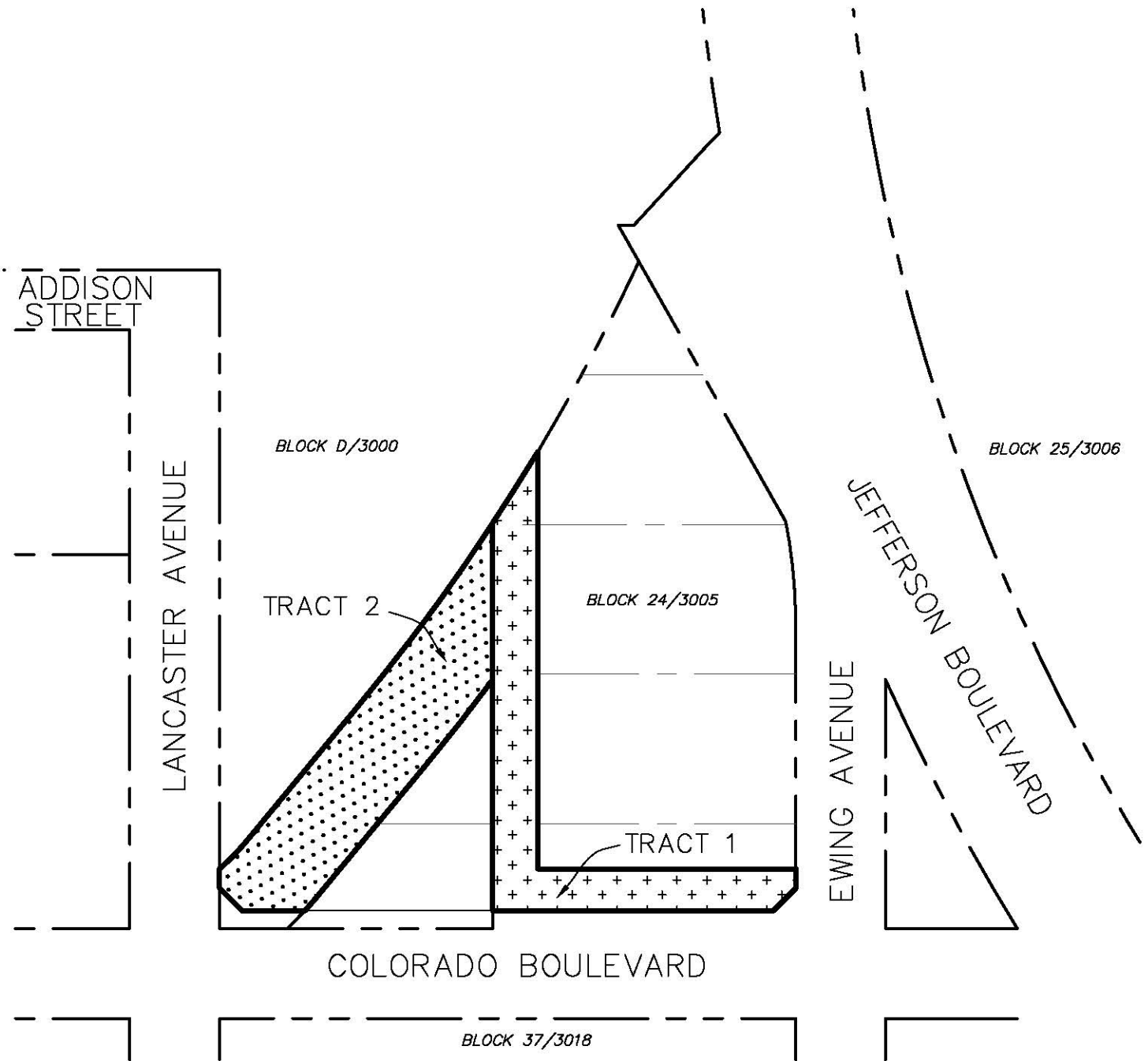
Attached



# LEGEND

 Tract 1 - Colorado Boulevard and Alley

 Tract 2 - Railroad Right-of-Way



**ORDINANCE NO. \_\_\_\_\_**

An ordinance providing for the abandonment of portions of Colorado Boulevard, an alley, and railroad right-of-way ~~and a street easement~~ located adjacent to City Block 24/3005 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Southern Foods Group, 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 Southern Foods Group, LLC, a Delaware limited liability company, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said portions of Colorado Boulevard, an alley, and railroad right-of-way ~~and a street easement~~ are 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 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 tracts of land described in Exhibit A, which is attached hereto and made a part hereof for all purposes, be and the same are abandoned, vacated and closed insofar as the right, title and interest of the public are concerned; subject, however, to the conditions hereinafter more fully set out.

**SECTION 2.** That for and in monetary consideration of the sum of **FORTY-THREE THOUSAND SEVEN HUNDRED TWENTY-SIX AND NO/100 DOLLARS** ~~**FORTY-EIGHT THOUSAND FOUR HUNDRED NINETEEN AND NO/100 DOLLARS**~~

**(\$43,726.00 \$48,419.00)** paid by **GRANTEE**, and the further consideration described in Sections 8, 9 and 10, 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 of its right, title and interest in and to the certain tracts 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 City Controller is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction-Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

**SECTION 5.** That the abandonment 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 whole and harmless the City of Dallas of, from and against 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 property 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 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 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 tracts 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 areas are located after its approval by the City Plan Commission of the City of Dallas.

**SECTION 10.** 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 areas described in Exhibit A in accordance with detailed plans approved by the Director of Department of Sustainable Development and Construction. **GRANTEE's** responsibility for keeping the areas 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 Sustainable Development and Construction.

**SECTION 11.** 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 areas are located, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee: (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 areas abandoned herein, 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 Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

**SECTION 12.** That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

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

**DAVID COSSUM**  
Interim Director of Sustainable  
Development and Construction

BY   
Assistant City Attorney

BY   
Assistant Director

Passed \_\_\_\_\_.



# EXHIBIT A-TRACT 1

## STREET AND ALLEY ABANDONMENT COLORADO BOULEVARD AND ALLEY BLOCK 24/3005

Being a 13,209 square feet tract of land situated in the Elizabeth Robertson Survey, Abstract No. 1211, City of Dallas, Dallas County, Texas, said tract being part of City of Dallas right of way for Colorado Boulevard created as Tract 2 by Warranty Deed to the City of Dallas as recorded in Volume 5265, Page 453, Deed Records of Dallas County, Texas, a 20 foot Alley right of way created by Volume 3335, Page 84, Deed Records of Dallas County, Texas and an Alley right of way dedicated by Volume 5324, Page 349, Deed Records of Dallas County, Texas adjacent to City Block 24/3005 and the remainder of a 20 foot Alley right of way created by the map of Oak Cliff Land Co's Revised Plat of Block 23, 24A and 24B, as recorded in Volume 250, Page 264, Deed Records of Dallas, County, Texas and being more particularly described as follows:

COMMENCING at a point at the intersection of north line of Colorado Boulevard (a 60 foot right of way at this location) with the east line of Lancaster Avenue (a 60 foot right of way);

- Thence, N 90°00'00" E with the north line of Colorado Boulevard, a distance of 182.50 feet to a set "x" at the intersection of the north line of Colorado Boulevard with the west line of the said 20 foot Alley right of way by map;
- Thence, N 00°00'00" W, with the west line of the said Alley right of way, a distance of 12.00 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for the Point of Beginning of the herein described tract of land;

THENCE, N 00°00'00" W, continuing with the west line of the said 20 foot Alley right of way, passing at a distance of 154.26 feet the southeast line of a tract of land conveyed to the City of Dallas by deed recorded in Volume 4527, Page 262, Deed Records of Dallas County, Texas, continuing in all a total distance of 258.82 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner in the southeast line of Lot 1B, Block D/3000 of Oak Farms 2 addition as recorded in Volume 2002237, Page 91, Deed Records of Dallas County, Texas; said point being the beginning of a non-tangent curve to the left with a central angle of 02°18'15", a radius of 1402.69 feet, a chord bearing of N32°08'03"E and a chord distance of 56.40 feet;

THENCE, Northeasterly, with the southeast line of the said Lot 1B and along said curve, an arc distance of 56.41 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner, said point being the most westerly northwest corner of Tract 1 described in Special Warranty Deed to Southern Foods Group, L.P. recorded under Instrument Number 200503523973, Official Public Records of Dallas County, Texas;

REVIEWED BY  
JL 11-5-13  
SRA 2718

**EXHIBIT A-TRACT 1**

**STREET AND ALLEY ABANDONMENT  
COLORADO BOULEVARD AND ALLEY  
BLOCK 24/3005**

THENCE, S 00°00'00" E, with west line of said Southern Foods Group, L.P. Tract I, passing at a distance of 110.58 feet, the common east corner of the said Alley rights of way, continuing in all a total distance of 278.58 feet to a found 1/2 inch iron rod for a corner in the existing north line of Colorado Boulevard (a 100 foot right of way at this location);

THENCE, N 90°00'00" E, with the existing north line of Colorado Boulevard, a distance of 172.50 feet to a found 60d nail for a corner at the intersection of the existing north line of Colorado Boulevard with the west line of Ewing Avenue (a 60 foot right of way);

THENCE, S 00°00'00" W, with the southward projection of the west line of Ewing Avenue, a distance of 13.00 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner;

THENCE, S 45°00'00" W, a distance of 21.21 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner;

THENCE, S 90°00'00" W, a distance of 187.50 feet to the Point of Beginning and Containing 13,209 square feet or 0.303 acre of land, more or less.

Dated: October 31, 2013

L. Lynn Kadleck  
Registered Professional  
Land Surveyor No. 3952



Basis of Bearing;

The bearing basis for the description is a bearing of N 90°00'00" E for the north line of Colorado Boulevard or as recorded under Instrument Number 200503523973, Official Public Records, Dallas County, Texas.

(For SPRG Use Only)  
Reviewed By:     JL      
Date:     11-5-13      
SPRG No 2777



# STREET AND ALLEY ABANDONMENT COLORADO BOULEVARD AND ALLEY EXHIBIT A-TRACT 1 BLOCK 24/3005



SCALE: 1"=100'  
0 50 100

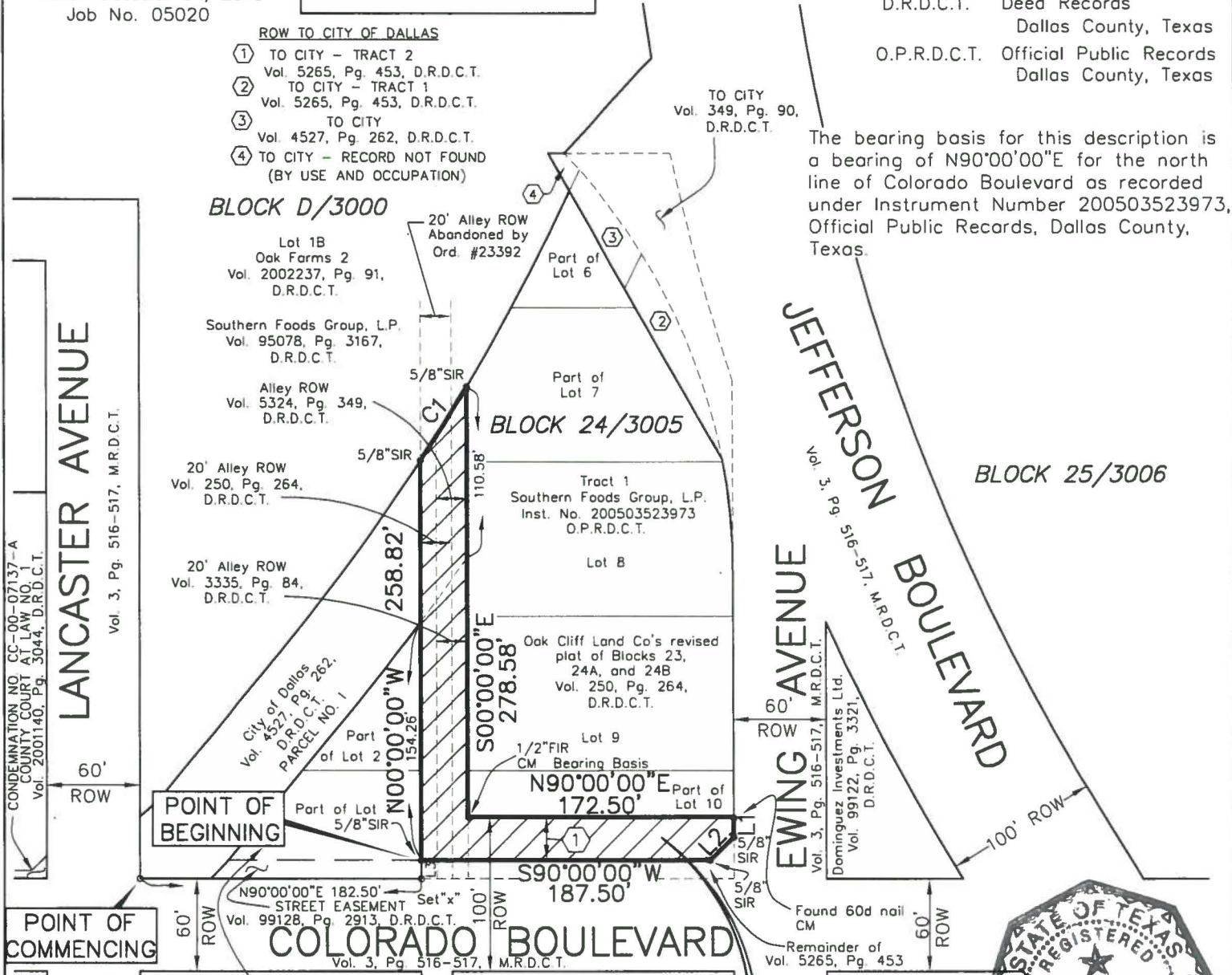
Date: October 31, 2013  
Job No. 05020

(For SPRG use only)  
Reviewed by: JL  
Date: 11-5-13  
SPRG No. 2777

- ROW Right of Way
- FIR Found Iron Rod
- FIP Found Iron Pipe
- SIR Set Iron Rod w/  
plastic cap stamped  
"Kadleck 3952"
- CM Controlling Monument
- D.R.D.C.T. Deed Records  
Dallas County, Texas
- O.P.R.D.C.T. Official Public Records  
Dallas County, Texas

- ROW TO CITY OF DALLAS**
- ① TO CITY - TRACT 2  
Vol. 5265, Pg. 453, D.R.D.C.T.
  - ② TO CITY - TRACT 1  
Vol. 5265, Pg. 453, D.R.D.C.T.
  - ③ TO CITY  
Vol. 4527, Pg. 262, D.R.D.C.T.
  - ④ TO CITY - RECORD NOT FOUND  
(BY USE AND OCCUPATION)

The bearing basis for this description is a bearing of N90°00'00"E for the north line of Colorado Boulevard as recorded under Instrument Number 200503523973, Official Public Records, Dallas County, Texas.



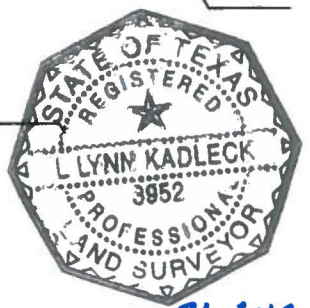
CONDEMNATION NO. CC-00-07137-A  
 COUNTY COURT AT LAW, NO. 1  
 Vol. 2001140, Pg. 3044, D.R.D.C.T.

60' ROW  
POINT OF BEGINNING  
POINT OF COMMENCING

**ABANDONMENT AREA**  
13,209 SF / 0.303 AC

LINE	BEARING	DISTANCE
L1	S00°00'00"W	13.00'
L2	S45°00'00"W	21.21'
L3	N00°00'00"W	12.00'

CURVE	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	02°18'15"	56.41'	1402.69'	N32°08'03"E	56.40'



08 31, 2013  
  
 Lynn Kadleck  
 Registered Professional  
 Land Surveyor No. 3952

## EXHIBIT A-TRACT 2

### ABANDONMENT OLD DALLAS RAILWAY AND TERMINAL COMPANY TRACT BLOCK 24/3005

Being a 15,941 square feet tract of land situated in the Elizabeth Robertson Survey, Abstract No. 1211, City of Dallas, Dallas County, Texas, said tract being in the City Block 24/3005 and consisting of a part of a tract of land conveyed to the City of Dallas by deed recorded in Volume 4527, Page 262, Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner in the east line of Lancaster Avenue (a 60 foot right of way), said point being N 00°00'00" E, a distance of 27.00 feet from the intersection of the east line of Lancaster Avenue with the north line of Colorado Boulevard (a 60 foot right of way);

THENCE, N 00°00'00" E, with the east line of Lancaster Avenue, a distance of 12.95 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner, said point being the south corner of Lot 1B, Block D/3000 of Oak Farms 2, an addition as recorded in Volume 2002237, Page 91, Deed Records of Dallas County, Texas, and said point being the beginning of a non-tangent curve to the left with a central angle of 09°06'51", a radius of 161.12 feet, a chord bearing of N 44°05'59" E, and a chord distance of 25.60 feet;

THENCE, the following courses and distances with the southeast line of said Lot 1B:

- Northeasterly, departing the east line of Lancaster Avenue and along said non-tangent curve to the left, an arc distance of 25.63 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" at the end of said curve;
- N 39°34'43" E, a distance of 114.96 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" at the beginning of a tangent curve to the left with a central angle of 06°17'33", a radius of 1,402.69 feet, a chord bearing of N 36°25'56" E and a chord distance of 153.97 feet;
- Northeasterly, along said tangent curve to the left, an arc distance of 154.05 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner, said point being the northwest corner of an Alley right of way dedicated by the map of Oak Cliff Land Co's Revised Plat of Block 23, 24A and 24B, as recorded in Volume 250, Page 264, Deed Records of Dallas County, Texas;

REVIEWED BY  
JL 11-5-13  
SPAL 2778



## EXHIBIT A-TRACT 2

### ABANDONMENT OLD DALLAS RAILWAY AND TERMINAL COMPANY TRACT BLOCK 24/3005

THENCE, S 00°00'00" E, with the west line of the said Alley right of way, a distance of 106.44 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner in the southeast line of the said City of Dallas tract, said point being the northeast corner of Tract 2 as described in the Special Warranty Deed to Southern Foods Group, L.P. as recorded in Instrument Number 200503523973, Official Public Records of Dallas County, Texas and said point being the beginning of a non-tangent curve to the right with a central angle of 02°48'32", a radius of 1462.69 feet, a chord bearing of S 39°04'22" W and a chord distance of 71.70 feet;

THENCE, the following courses and distances with the southeast line of the said City of Dallas tract and the northwest line of the said Southern Foods Group, L.P. Tract 2:

- Southwesterly, along said non-tangent curve to the right, an arc distance of 71.71 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" at the end of said curve;
- S 39°34'43" W, a distance of 114.92 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" at the beginning of a tangent curve to the right with a central angle of 02°47'17", a radius of 221.12 feet, a chord bearing of S 40°56'14" W and a chord distance of 10.76 feet;
- Southwesterly, along said tangent curve to the right, an arc distance of 10.76 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner;

THENCE, S 90°00'00" W, a distance of 42.03 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner;

REVIEWED BY  
JL 11-5-13  
SPR 2708

# EXHIBIT A-TRACT 2

ABANDONMENT  
OLD DALLAS RAILWAY AND TERMINAL COMPANY TRACT  
BLOCK 24/3005

THENCE, N 45°00'00" W, a distance of 21.21 feet to the Point of Beginning and containing 15,941 square feet or 0.366 acre of land, more or less.

Dated: October 31, 2013



L. Lynn Kadleck  
Registered Professional  
Land Surveyor No. 3952



Basis of Bearing:

The bearing basis for this description is a bearing of N 90°00'00" W for the north line of Colorado Boulevard as recorded under Instrument Number 200503523973, Official Public Records, Dallas County, Texas.

(For SPRG Use Only)

Reviewed By: JL

Date: 11-5-13

SPRG No 2778

**ABANDONMENT  
OLD DALLAS RAILWAY AND TERMINAL COMPANY TRACT  
BLOCK 24/3005**

**EXHIBIT A-TRACT 2**

**LEGEND**

- ROW Right of Way
- FIR Found Iron Rod
- FIP Found Iron Pipe
- SIR Set Iron Rod w/  
plastic cap stamped  
"Kadleck 3952"
- CM Controlling Monument
- D.R.D.C.T. Deed Records  
Dallas County, Texas
- O.P.R.D.C.T. Official Public Records  
Dallas County, Texas

(For SPRG use only)

Reviewed by: JL  
Date: 11-5-13  
SPRG No. 2778

SCALE: 1"=100'

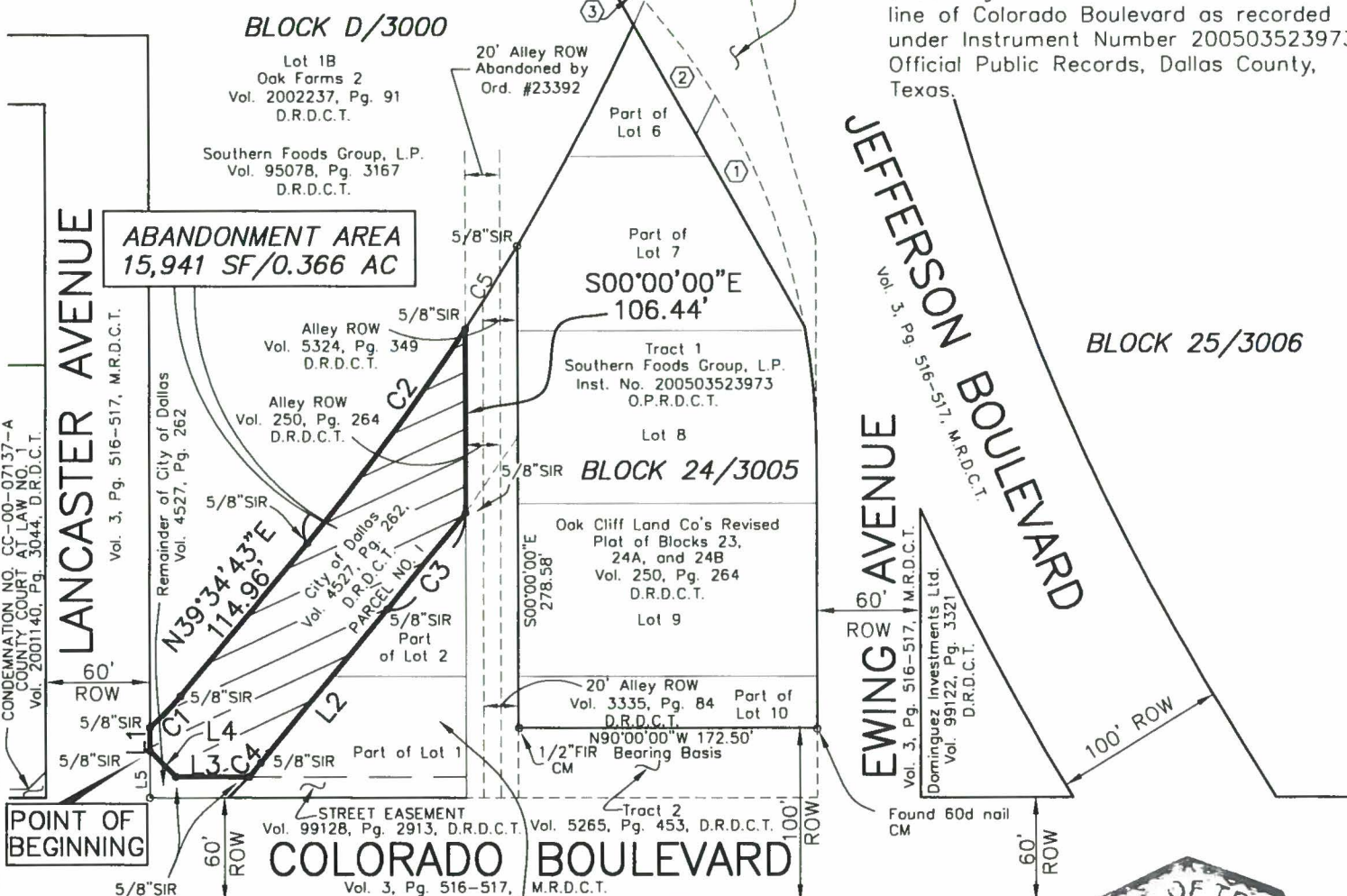


Date: October 31, 2013  
Job No. 05020

**ROW TO CITY OF DALLAS**

- ① TO CITY - Tract 1  
Vol. 5265, Pg. 453, D.R.D.C.T.
- ② TO CITY  
Vol. 4527, Pg. 262, D.R.D.C.T.
- ③ TO CITY - RECORD NOT FOUND  
(BY USE AND OCCUPATION)

The bearing basis for this description is a bearing of N90°00'00"W for the north line of Colorado Boulevard as recorded under Instrument Number 200503523973, Official Public Records, Dallas County, Texas.



LINE	BEARING	DISTANCE
L1	N00°00'00"E	12.95'
L2	S39°34'43"W	114.92'
L3	S90°00'00"W	42.03'
L4	N45°00'00"W	21.21'
L5	N00°00'00"E	27.00'

CURVE	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	09°06'51"	25.63'	161.12'	N44°05'59"E	25.60'
C2	06°17'33"	154.05'	1402.69'	N36°25'56"E	153.97'
C3	02°48'32"	71.71'	1462.69'	S39°04'22"W	71.70'
C4	02°47'17"	10.76'	221.12'	S40°56'14"W	10.76'
C5	02°18'14"	56.41'	1402.69'	N32°08'03"E	56.40'



*Oct 31, 2013*  
  
 L. Lynn Kadleck  
 Registered Professional  
 Land Surveyor No. 3952



# 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.



**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** 2, 6, 14  
**DEPARTMENT:** Office of Economic Development  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** 45 J

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**SUBJECT**

**Olive Street Public Improvements Project - Sports Arena TIF District**

- \* Authorize a development agreement with Victory Park UST Joint Venture I, LP, to reimburse project costs for public infrastructure improvements to Olive Street within the Victory Sub-district in an amount not to exceed \$825,100, from revenues accruing to Tax Increment Financing Reinvestment Zone Seven (Sports Arena TIF District) - Not to exceed \$825,100 - Financing: Sports Arena TIF District Funds
- \* A resolution declaring the intent of Tax Increment Financing District Reinvestment Zone Number Seven (Sports Arena TIF District) to reimburse Victory Park UST Joint Venture I, LP, for Olive Street Infrastructure Improvement Project costs pursuant to the development agreement with Victory Park UST Joint Venture I, LP – Financing: No cost consideration to the City

**BACKGROUND**

On June 27, 2012, City Council authorized district wide technical studies for the Victory Sub-district. The studies focused on completing parking, traffic, vehicular and pedestrian circulation, place making and retail design studies related to public and private improvements within the sub-district and were completed in May of 2013.

One of the recommendations of the study was the reconfiguration of Olive Street to reduce the street's width to better accommodate pedestrians, add a crosswalk at Victory Park Lane and orient the plaza to direct event patrons to the retail component of the Victory project along Victory Park Lane.

The Olive Street Improvement Project will address these issues by:

- constructing a raised curbed median from Victory Avenue to Field Street.
- constructing two new mid-block pedestrian crosswalks

**BACKGROUND** (Continued)

- installing vehicular and pedestrian traffic signals at Victory Park Lane
- dedicating staging areas for valeting cars along the north curb line west of N. Houston Street, and for queuing taxis along the south curb line west of Victory Park Lane.

The primary goal of the project is to improve pedestrian and vehicular safety on Olive Street in conformance with the recommendations of the District wide studies.

The total project cost for the Olive Street Improvement project is \$825,100. Victory Park UST Joint Venture I, LP will pay for the costs of the project improvement upfront and will be reimbursed from the TIF District upon completion. TIF funding will reimburse the total cost of the project.

**ESTIMATED TIF GRANT TERM**

Project Start Date                    May 2014  
Project Completion Date    December 2015

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

On May 23, 2012, City Council conducted a public hearing and received comments on amendments to the Sports Arena TIF District Project and Reinvestment Zone Financing Plans and authorized an ordinance amending Ordinance No. 23688, previously approved on October 28, 1998, and Ordinance No. 24002, previously approved on August 25, 1999, to (1) add two new sub-districts within the Sports Arena TIF District: (a) Riverfront Gateway Sub-district and (b) West Dallas Sub-district; (2) increase the geographical area of the Sports Arena TIF District to add approximately: (a) 4.5 acres to the Victory Sub-district (generally the original Sports Arena TIF District boundary); (b) 33 acres in the Riverfront Gateway Sub-district; and (c) 89.2 acres in the West Dallas Sub-district; (3) extend the termination date of the Sports Arena TIF District for a 10 year period from the City Council established termination date of December 31, 2018, to December 31, 2028, for the Victory Sub-district and establish a termination date for the Riverfront Gateway and West Dallas Sub-districts of December 31, 2042; (4) decrease the percentage of tax increment contributed by the City of Dallas during the extended term of the TIF District and establish other taxing jurisdictions participation percentages; (5) increase the Sports Arena TIF District budget from \$25,498,568 NPV (approximately \$46,961,785 total dollars) to \$94,409,005 NPV (approximately \$273,599,175 total dollars), an increase of \$68,910,437 NPV (approximately \$226,637,390 total dollars); (6) create an Economic Development TIF Grant Program within the District and adopt program guidelines; (7) make corresponding modifications to the Sports Arena TIF District map, budget and Project and Reinvestment Zone Financing Plans by Ordinance No. 28672.

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

On June 27, 2012, City Council authorized a development agreement with Victory Park UST Joint Venture I, LP to reimburse costs related to planning efforts related to parking, vehicular and pedestrian circulation, place making and retail design for the Victory Sub-district of Tax Increment Financing Reinvestment Zone Seven (Sports Arena TIF District) in an amount not to exceed \$400,000, by Resolution Nos. 12-1682 and 12-1683.

On January 23, 2013, City Council authorized an amendment to the development agreement development agreement with Victory Park UST Joint Venture I, LP, for costs associated with district wide technical studies to increase the Economic Development grant amount from \$400,000, to an amount not to exceed \$700,000, by Resolution No. 13-0206.

On August 8, 2013, the Sports Arena TIF District Board of Directors reviewed and recommended approval of a development agreement with Victory Park UST Joint Venture I, LP, and TIF funding for the project not to exceed \$825,100, to reimburse Olive Street Improvement Project costs.

On October 7, 2013, the Economic Development Committee was briefed on the proposed Olive Street Improvement Project and recommended approval.

**FISCAL INFORMATION**

\$825,100 – Sports Arena TIF District Funds

**DEVELOPER**

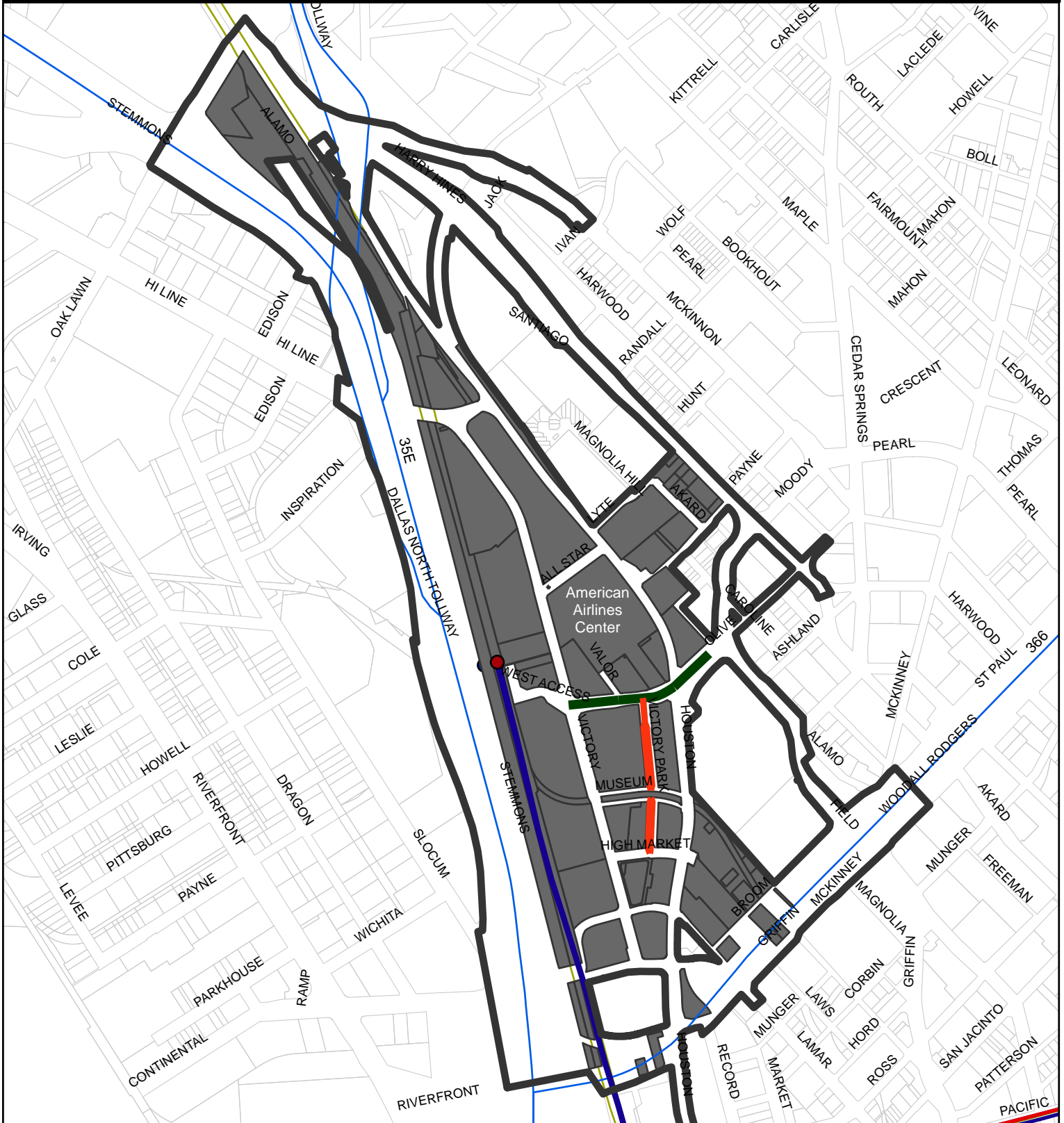
**Victory Park UST Joint Venture I, LP**

Lance Fair, Vice President  
3090 Olive Street, Ste. 210  
Dallas, TX 75219

**MAP**

Attached.

# Olive Street Improvement Project Sports Arena TIF District - Victory Sub-district





City of Dallas  
Office of Economic Development





Area Redevelopment Division  
<http://www.Dallas-EcoDev.org>

Created 05/2012

## Legend

-  Victory Sub-district
-  Sub-district Parcels

-  Victory Park Lane Improvement Project
-  Olive Street Improvement Project



December 11, 2013

**WHEREAS**, the City recognizes the importance of its role in local economic development; and

**WHEREAS**, on October 28, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Seven, City of Dallas, Texas ("Sports Arena TIF District") in accordance with the Tax Increment Financing Act, as amended, Chapter 311 of the Texas Tax Code, Vernon's Texas Codes Annotated (the "Act") to promote development and redevelopment through the use of tax increment financing by Ordinance No. 23688; as amended; and

**WHEREAS**, on August 25, 1999, City Council authorized the Sports Arena Tax Increment Financing District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 24002; as amended; and

**WHEREAS**, on May 23, 2012, City Council conducted a public hearing and received comments on amendments to the Sports Arena TIF District Project and Reinvestment Zone Financing Plans and authorized an ordinance amending Ordinance No. 23688, previously approved on October 28, 1998, and Ordinance No. 24002, previously approved on August 25, 1999, to (1) add two new sub-districts within the Sports Arena TIF District: (a) Riverfront Gateway Sub-district and (b) West Dallas Sub-district; (2) increase the geographical area of the Sports Arena TIF District to add approximately: (a) 4.5 acres to the Victory Sub-district (generally the original Sports Arena TIF District boundary); (b) 33 acres in the Riverfront Gateway Sub-district; and (c) 89.2 acres in the West Dallas Sub-district; (3) extend the termination date of the Sports Arena TIF District for a 10 year period from the City Council established termination date of December 31, 2018, to December 31, 2028, for the Victory Sub-district and establish a termination date for the Riverfront Gateway and West Dallas Sub-districts of December 31, 2042; (4) decrease the percentage of tax increment contributed by the City of Dallas during the extended term of the TIF District and establish other taxing jurisdictions participation percentages; (5) increase the Sports Arena TIF District budget from \$25,498,568 NPV (approximately \$46,961,785 total dollars) to \$94,409,005 NPV (approximately \$273,599,175 total dollars), an increase of \$68,910,437 NPV (approximately \$226,637,390 total dollars); (6) create an Economic Development TIF Grant Program within the District and adopt program guidelines; (7) make corresponding modifications to the Sports Arena TIF District map, budget and Project and Reinvestment Zone Financing Plans by Ordinance No. 28672; and

**WHEREAS**, on June 27, 2012, City Council authorized a development agreement with Victory Park UST Joint Venture I, LP to reimburse costs related to planning efforts related to parking, vehicular and pedestrian circulation, place making and retail design for the Victory Sub-district of Tax Increment Financing Reinvestment Zone Seven (Sports Arena TIF District) in an amount not to exceed \$400,000, by Resolution Nos. 12-1682 and 12-1683, as amended; and

December 11, 2013

**WHEREAS**, on August 8, 2013, the Sports Arena TIF District Board of Directors reviewed and recommended approval of a development agreement with Victory Park UST Joint Venture I, LP, and TIF funding for the project not to exceed \$825,100, to reimburse Olive Street Improvement Project costs; and

**WHEREAS**, on October 7, 2013, the Economic Development Committee was briefed on the proposed Olive Street Improvement Project and recommended approval; and

**WHEREAS**, in furtherance of the Sports Arena TIF District Project Plan and Reinvestment Zone Financing Plan, as amended, and to promote within the Sports Arena TIF District: (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to provide economic incentives to Victory Park UST Joint Venture I, LP, for the Olive Street Public Improvement Project in the Victory Sub-district of the Sports Arena TIF District, as depicted in the project's Concept Plan attached hereto as **Exhibit A**; and

**WHEREAS**, the expenditure of TIF funds supporting this agreement is consistent with promoting development and redevelopment of the Sports Arena TIF District in accordance with the purposes for its creation, the City's revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, as amended, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan, as amended, for the Sports Arena TIF District.

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager, upon approval as to form by the City Attorney is hereby authorized to execute a development agreement with Victory Park UST Joint Venture I, LP, and the City of Dallas, on behalf of the Sports Arena TIF District for the Olive Street Public Improvement project and that Victory Sub-district TIF revenues in an amount not to exceed \$825,100 are hereby dedicated to the project costs associated with the Olive Street Public Improvement project, as show in **Exhibit B** – TIF Budget – Eligible Project Costs. These costs include but are not limited design engineering, professional services, environmental remediation, demolition, utilities and open space/connectivity improvements associated with the Olive Street Public Improvement Project.

December 11, 2013

**Section 2.** That the City Controller is hereby authorized to encumber and disburse funds from future tax increments generated in the Victory Sub-district of the zone and subject to future appropriations from:

Fund 0038, Department ECO, Unit P842, Object 4111, Activity SATI, CT ECOP842A242-01, Program No. SATIF0003, Vendor No. VS0000071920, in an amount not to exceed \$55,560;

Fund 0038, Department ECO, Unit P842, Object 4116, Activity SATI, CT ECOP842A242-02, Program No. SATIF0003, Vendor No. VS0000071920, in an amount not to exceed \$50,000;

Fund 0038, Department ECO, Unit P842, Object 4510, Activity SATI, CT ECOP842A242-03, Program No. SATIF0003, Vendor No. VS0000071920, in an amount not to exceed \$553,000; and

Fund 0038, Department ECO, Unit P842, Object 4599, Activity SATI, CT ECOP842A242-04, Program No. SATIF0003, Vendor No. VS0000071920, in an amount not to exceed \$166,540.

For a total not to exceed \$825,100.

**Section 3.** That nothing in the resolution shall be construed to require the City to approve future dedications of Sports Arena TIF revenues (the "TIF Subsidy") from any source of the City funds other than the Victory Sub-district's Sports Arena TIF District Fund. Any portion of the TIF Grant that remains unpaid due to lack or unavailability of Sports Arena TIF District Funds shall no longer be considered project costs of the Sports Arena TIF District or the City and the obligation of the Sports Arena TIF District to pay Victory Park UST Joint Venture I, LP, shall automatically expire.

**Section 4.** That in addition to the conditions set out in the Sections above, the Development Agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

A. Minimum \$825,100 in Project costs funded by Developer.

Eligible project costs include construction costs (hard and soft) paid, payable or actually incurred by or on behalf of the Developer, with respect to the Project improvements; Construction related soft costs can include the following items: architecture and engineering, design, testing and inspection fees to third party contractors, and construction management fees to third party contractors. Carrying or other similar costs shall not be considered toward this definition of project costs. The Developer must provide verification of all expenditures.

December 11, 2013**Section 4. (Continued)**

- B. Soft costs (non-construction related) and/or professional services contingency costs shall not exceed 20% of funds allocated to the Contingencies for Traffic Control and Unforeseen Contingencies line item of the project's budget; the balance (80%) of the line item's funds shall be used for construction contingency costs.
- C. Project shall include:
- a. Construction of curbed raised medians from Victory Avenue to Field Street;
  - b. Construction of two new scored or patterned concrete (pavers are only acceptable if Developer agrees to maintain them in perpetuity) crosswalks at Olive Street and Victory Park Lane;
  - c. Modification of existing crosswalk in Victory Park Lane at Olive Street as required to accommodate the proposed Olive Street crosswalks;
  - d. Retrofitting existing crosswalk in Olive Street on west side of N. Houston Street with scored or patterned concrete (pavers are only acceptable if Developer agrees to maintain them in perpetuity);
  - e. Construction of barrier-free curb ramps and modifying sidewalks as required to support crosswalks;
  - f. Installation of vehicular and pedestrian traffic signals at proposed crosswalks at Victory Park Lane;
  - g. Modification of curb, sidewalk and barrier-free curb ramps at southeast corner of Olive Street and Victory Avenue and along south side of Olive Street between Victory Avenue and Victory Park Lane to provide for dedicated taxi queuing lane and to reduce pedestrian crossing distance;
  - h. Modification of curb, sidewalk and barrier-free curb ramp at southeast corner of Olive Street and Victory Park Lane to reduce pedestrian crossing distance;
  - i. Modification of curb, sidewalks, barrier-free curb ramps and storm drainage inlets along north side of Olive Street between Valor Place and N. Houston Street to provide space for possible valet operations and/or loading/unloading activity, and to reduce crossing distance for pedestrians at Victory Park Lane;
  - j. Installation of new pavement markings; and
  - k. Relocation of trees and modifications to irrigation and tree well drainage as required to support the proposed curb and sidewalk modifications.
- D. Obtain a building permit and start construction of the Project by May 31, 2014;



December 11, 2013**Section 4. (Continued)**

- E. Obtain final acceptance of all public infrastructure improvements associated with the Project, as evidenced by the issuance of a Green Tag from the Public Works and Transportation Department within 30 weeks after Start Construction date and submit documentation to the Office of Economic Development (the "OED") and in no case later than December 31, 2015;
- F. Execute an Operating and Maintenance agreement for "non-standard" public infrastructure improvements constructed with the Olive Street Project for a period not to exceed 20 years no later than December 31, 2015. Non-standard improvements are defined as improvements which exceed the City of Dallas' standard design requirements, as determined by the City's Department of Public Works and shall include specially designed street/pedestrian lighting, brick pavers, sidewalks, pavement materials, landscaping and irrigation. Upon approval of the Director, the Operation and Maintenance Agreement may be assigned to another entity and this entity shall assume all requirements of the agreement;
- G. Evidence of investment by UST in three of the five following private improvements within the district within 6 months of project completion
  - a. Restaurant space adjacent to Olive Street;
  - b. Temporary retail building on Block D within the District;
  - c. Completion of W Hotel Victory Park rooms renovation project with a minimum of \$3.5 million investment ;
  - d. Removal of artistic light box in front of the W Hotel with associated place making elements such as seating and plant material;and
  - e. Creation and Operation of a Valet Program to serve the Plaza restaurant tenants at Olive Street and Victory Park Lane.
- H. Prior to the TIF Board's consideration, review of the Project's design by the Urban Design Peer Review Panel (UDPRP), an independent group of design, engineering, and/or planning professionals selected by the Dallas City Manager, is required for all Victory Sub-district projects. The UDPRP shall review and provide recommendations on the Project's design to the TIF Board for their consideration. The Project's design plans shall include:
  - a. A site plan showing the location of parcel boundaries clearly differentiating publically accessible space form private space;
  - b. A pedestrian lighting plan for the site using lighting acceptable to the City and spaced at approximately 75 feet unless otherwise required by the City's Department of Public Works. This lighting plan is required for all public and private streets included in the project;and

December 11, 2013**Section 4.** (Continued)

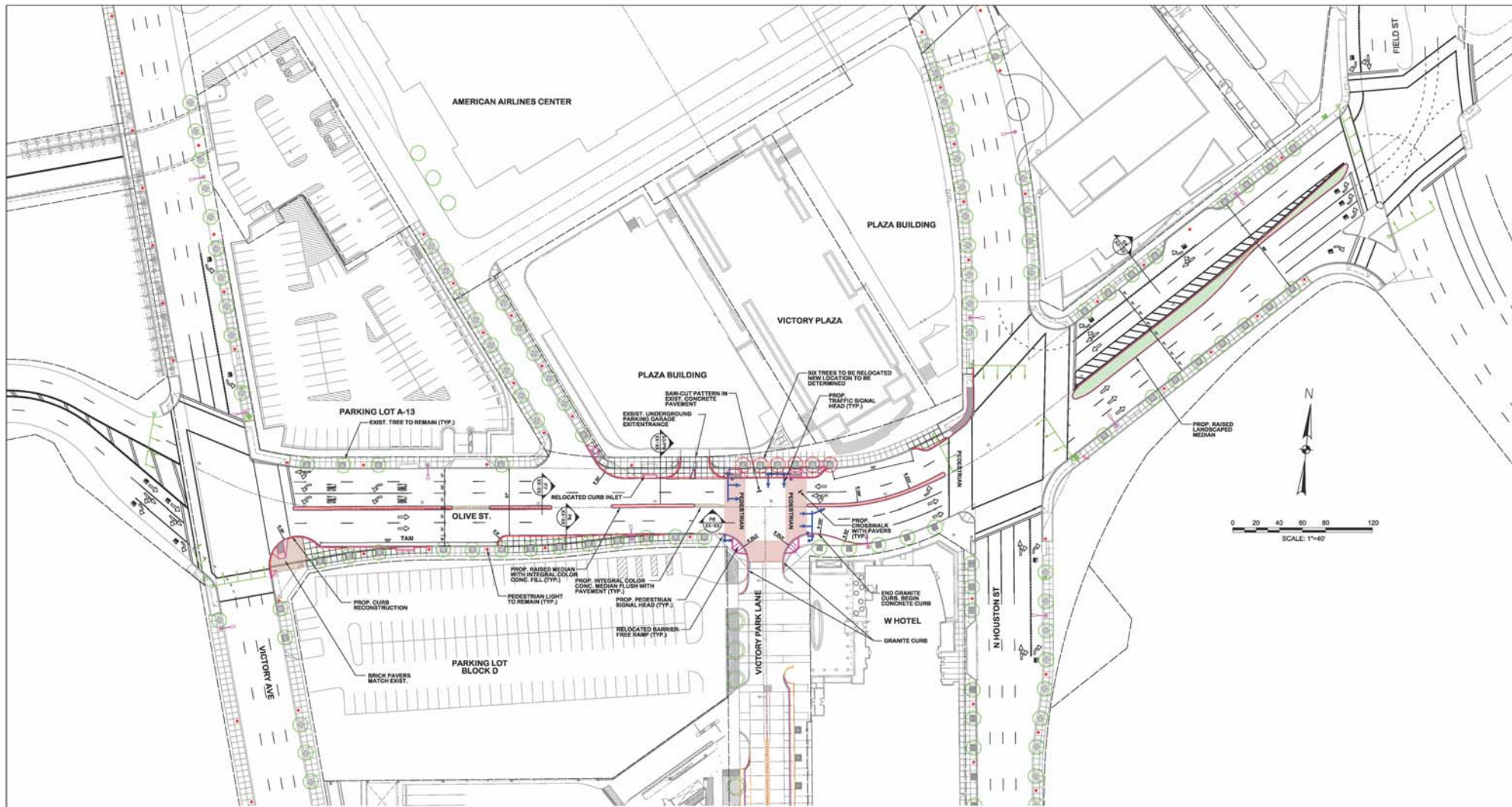
- c. A sidewalk plan for the project. Sidewalks with high anticipated levels of pedestrian traffic shall be designed to accommodate the traffic. The sidewalks shall have a minimum 7 foot walking zone and a minimum 3 foot landscaping and lighting zone, where possible. Landscaping and pedestrian lights shall be placed in the area closest to the back of curb for the length of the sidewalk. The plan shall show the location and type of all landscaping materials.
- I. Construction of Project improvements shall be in general conformance with design plans approved by the Sports Arena TIF Board of Directors and Dallas City Council;
- J. Developer shall submit to the Director of the Office of Economic Development a quarterly status report for ongoing work on the project, as well as public improvements. Status reports will be due once every three months after the Council approval date;
- K. Comply with the Business Inclusion and Development (“BID”) goal of thirty percent (30%) Minority/Women-owned Business Enterprise (M/WBE) participation for TIF reimbursable improvements, and the Developer shall make a good faith effort to achieve a goal of 30% certified M/WBE participation for total private improvement construction expenditures for the Project, and meet all reporting requirements for each;and
- L. If necessary, the project deadline can be extended up to 6 months, subject to the Office of Economic Development Director’s and Sports Arena TIF District Board of Director’s approval.

**Section 5.** That should Victory Park UST Joint Venture I, LP, not perform one or more of the contingencies listed above, the City Manager is authorized to terminate the development agreement and disallow the total TIF Subsidy up to an amount not to exceed \$825,100.

**Section 6.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

# Exhibit A

## Olive Street Improvement Plan



**SCHEMATIC DESIGN**  
**OLIVE STREET RECONSTRUCTION**  
(one-way traffic in Victory Avenue and N. Houston Street)  
Victory Park, Dallas, Texas  
OCTOBER 2013

HALFF ASSOCIATES, INC.  
TBP# FIRM NO. F-312  
PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for Interim Review and not intended for Construction, Bidding, or Permit Purposes. They were prepared by, or under the supervision of:

BOGUMIL NOSEK 87010 September 2013  
Engineer's Name PE# Date

## Exhibit B

### Olive Street Public Improvement Project – TIF Budget

Description	Amount
<b>Tier Two Improvements</b>	
<i>Connectivity/Quality of Life Improvements – Olive St. Improvement Project</i>	
<i>Construction Costs</i>	<i>\$553,000</i>
<i>Professional Services</i>	<i>\$55,560</i>
<i>Construction Management</i>	<i>\$50,000</i>
<i>Contingencies for Traffic Control and Unforeseen Contingencies</i>	<i>\$166,540</i>
<b>Total TIF Funding Recommended</b>	<b>\$825,100</b>

The budget shown above outlines anticipated TIF reimbursements for the Olive Street Public Improvement Project. These reimbursements will be based on actual expenditures for project construction hard costs and construction related soft costs. Soft costs (non-construction related) and/or professional services contingency costs shall not exceed 20% of funds allocated to the Contingencies for Traffic Control and Unforeseen Contingencies line item of the project's budget; the balance (80%) of the line item's funds shall be used for construction contingency costs.

Note: The amounts listed above may include engineering, construction, design, construction management, and contingency estimates. Construction management is solely intended to cover fees paid to an outside consultant or third party who confirms the quality of the work. Construction management fees must be invoiced with a detailed description of work performed.

December 11, 2013

**WHEREAS**, the City recognizes the importance of its role in local economic development; and

**WHEREAS**, on October 28, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Seven, City of Dallas, Texas ("Sports Arena TIF District") in accordance with the Tax Increment Financing Act, as amended, Chapter 311 of the Texas Tax Code, Vernon's Texas Codes Annotated (the "Act") to promote development and redevelopment through the use of tax increment financing by Ordinance No. 23688; as amended; and

**WHEREAS**, on August 25, 1999, City Council authorized the Sports Arena Tax Increment Financing District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 24002; as amended; and

**WHEREAS**, on May 23, 2012, City Council conducted a public hearing and received comments on amendments to the Sports Arena TIF District Project and Reinvestment Zone Financing Plans and authorized an ordinance amending Ordinance No. 23688, previously approved on October 28, 1998, and Ordinance No. 24002, previously approved on August 25, 1999, to (1) add two new sub-districts within the Sports Arena TIF District: (a) Riverfront Gateway Sub-district and (b) West Dallas Sub-district; (2) increase the geographical area of the Sports Arena TIF District to add approximately: (a) 4.5 acres to the Victory Sub-district (generally the original Sports Arena TIF District boundary); (b) 33 acres in the Riverfront Gateway Sub-district; and (c) 89.2 acres in the West Dallas Sub-district; (3) extend the termination date of the Sports Arena TIF District for a 10 year period from the City Council established termination date of December 31, 2018, to December 31, 2028, for the Victory Sub-district and establish a termination date for the Riverfront Gateway and West Dallas Sub-districts of December 31, 2042; (4) decrease the percentage of tax increment contributed by the City of Dallas during the extended term of the TIF District and establish other taxing jurisdictions participation percentages; (5) increase the Sports Arena TIF District budget from \$25,498,568 NPV (approximately \$46,961,785 total dollars) to \$94,409,005 NPV (approximately \$273,599,175 total dollars), an increase of \$68,910,437 NPV (approximately \$226,637,390 total dollars); (6) create an Economic Development TIF Grant Program within the District and adopt program guidelines; (7) make corresponding modifications to the Sports Arena TIF District map, budget and Project and Reinvestment Zone Financing Plans by Ordinance No. 28672; and

**WHEREAS**, on June 27, 2012, City Council authorized a development agreement with Victory Park UST Joint Venture I, LP to reimburse costs related to planning efforts related to parking, vehicular and pedestrian circulation, place making and retail design for the Victory Sub-district of Tax Increment Financing Reinvestment Zone Seven (Sports Arena TIF District) in an amount not to exceed \$400,000, by Resolution Nos. 12-1682 and 12-1683, as amended; and

December 11, 2013

**WHEREAS**, on August 8, 2013, the Sports Arena TIF District Board of Directors reviewed and recommended approval of a development agreement with Victory Park UST Joint Venture I, LP, and TIF funding for the project not to exceed \$825,100, to reimburse Olive Street Improvement Project costs; and

**WHEREAS**, on October 7, 2013, the Economic Development Committee was briefed on the proposed Olive Street Improvement Project and recommended approval; and

**WHEREAS**, in furtherance of the Sports Arena TIF District Project Plan and Reinvestment Zone Financing Plan, as amended, and to promote within the Sports Arena TIF District: (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to provide economic incentives to Victory Park UST Joint Venture I, LP, for the Olive Street Public Improvement Project in the Victory Sub-district of the Sports Arena TIF District; and

**WHEREAS**, the expenditure of TIF funds supporting this agreement is consistent with promoting development and redevelopment of the Sports Arena TIF District in accordance with the purposes for its creation, the City's revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, as amended, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan, as amended, for the Sports Arena TIF District.

**NOW, THEREFORE,**

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

**Section 1.** That the findings, determinations and certifications contained in the recitals above are incorporated herein for all purposes.

**Section 2.** That the issuer expects to incur debt as one or more series of obligation for the purpose of paying the costs of the Project. The following is a general functional description of the Project for which the expenditures to be reimbursed or paid and a statement of the maximum principal amount of debt expected to be issued for such reimbursement purposes.

**Project Description**

Olive Street Public Improvement Project in the Victory Sub-district of Reinvestment Zone Number Seven (Sports Arena TIF District)

**Debt To Be Issued**

Not to exceed \$825,100 as provided by the Project Plan and Reinvestment Zone Financing Plan

December 11, 2013

**Section 3.** That the total Sports Arena TIF District TIF Subsidy for the Olive Street Public Improvement project shall not exceed an amount of \$825,100, all in accordance with the terms of the said grant agreement.

**Section 4.** That nothing in the resolution shall be construed to require the City to approve payment from any source of City funds other than the Sports Arena TIF District Fund and/or Tax Increment Bonds. Any funds expended under the grant agreement that remain unpaid upon termination of the Sports Arena TIF District, due to lack or unavailability of Sports Arena TIF District Funds shall no longer be considered project costs of the Sports Arena TIF District or the City and any obligation to pay Victory Park UST Joint Venture I, LP, shall automatically expire.

**Section 5.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.





**KEY FOCUS AREA:** Economic Vibrancy  
**AGENDA DATE:** December 11, 2013  
**COUNCIL DISTRICT(S):** 2, 6, 14  
**DEPARTMENT:** Office of Economic Development  
**CMO:** Ryan S. Evans, 671-9837  
**MAPSCO:** 45 J

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**SUBJECT**

**Sports Arena TIF District – Victory Sub-District**

- \* Authorize a development agreement with Victory Park UST Joint Venture I, LP, to reimburse project costs for public infrastructure improvements to Victory Park Lane within the Victory Sub-district in an amount not to exceed \$1,226,500, from revenues accruing to Tax Increment Financing Reinvestment Zone Seven (Sports Arena TIF District) – Not to exceed \$1,226,500 - Financing: Sports Arena TIF District Funds
- \* A resolution declaring the intent of Tax Increment Financing District Reinvestment Zone Number Seven (Sports Arena TIF District) to reimburse Victory Park UST Joint Venture I, LP, for Victory Park Lane Public Improvement Project costs pursuant to the development agreement with Victory Park UST Joint Venture I, LP – Financing: No cost consideration to the City

**BACKGROUND**

On June 27, 2012, City Council authorized district wide technical studies for the Victory Sub-district within the Sports Arena TIF District. The studies focused on completing parking, traffic, vehicular and pedestrian circulation, place making and retail design studies related to public and private improvements within the sub-district and were completed in May of 2013.

One of the recommendations of the study was reconfiguration of Victory Park Lane to create wider sidewalks, additional mid-block crossings and new pedestrian lights and amenities.

## **BACKGROUND** (Continued)

The Victory Park Lane Public Improvements Project will address these issues by:

- removing existing raised medians and street lights;
- modifying existing drainage system as required to support removal of medians;
- widening sidewalks;
- constructing raised mid-block crosswalks with sidewalk bulb-outs;
- constructing end-of-block crosswalks;
- modifying sidewalks at new street light and banner structures locations;
- constructing foundation for new street light structures;
- installing conduits to support street lights and communication infrastructure; and
- installing streetscape irrigation, drainage and power.

The primary goal of the project is to improve pedestrian movement by widening of the sidewalks and providing more area for outside dining and activity and enhance connectivity between the plaza outside of the American Airlines Center to the retail and residential development south of Olive Street, and the park in the south end of the District. The redesign will also calm vehicular traffic to increase pedestrian safety and encourage mid-block crossing. The proposed improvements are in conformance with the recommendations of the District wide studies.

The total project cost for the Victory Park Lane Public Improvement project is \$1,226,500. Victory Park UST Joint Venture I, LP will pay for the costs of the project improvement upfront and will be reimbursed from the TIF District upon completion and availability of TIF funding. The proposed TIF funding will reimburse the total cost of the project.

## **ESTIMATED TIF GRANT TERM**

Project Start Date	May 2014
Project Completion Date	December 2015

## **PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)**

On May 23, 2012, City Council conducted a public hearing and received comments on amendments to the Sports Arena TIF District Project and Reinvestment Zone Financing Plans and authorized an ordinance amending Ordinance No. 23688, previously approved on October 28, 1998, and Ordinance No. 24002, previously approved on August 25, 1999, to: (1) add two new sub-districts within the Sports Arena TIF District: (a) Riverfront Gateway Sub-district and (b) West Dallas Sub-district; (2) increase the geographical area of the Sports Arena TIF District to add approximately: (a) 4.5 acres to the Victory Sub-district (generally the original Sports Arena TIF District boundary); (b) 33 acres in the Riverfront Gateway Sub-district; and (c) 89.2 acres in the West Dallas Sub-district; (3) extend the termination date of the Sports Arena TIF District for a 10 year period from the City Council established termination date of December 31, 2018, to December 31, 2028, for the Victory Sub-district and establish a termination date for the Riverfront Gateway and West Dallas Sub-districts of December 31, 2042; (4) decrease the percentage of tax increment contributed by the City of Dallas during the extended term of the TIF District and establish other taxing jurisdictions participation percentages; (5) increase the Sports Arena TIF District budget from \$25,498,568 NPV (approximately \$46,961,785 total dollars) to \$94,409,005 NPV (approximately \$273,599,175 total dollars), an increase of \$68,910,437 NPV (approximately \$226,637,390 total dollars); (6) create an Economic Development TIF Grant Program within the District and adopt program guidelines; and (7) make corresponding modifications to the Sports Arena TIF District map, budget and Project and Reinvestment Zone Financing Plans by Ordinance No. 28672.

On June 27, 2012, City Council authorized a development agreement with Victory Park UST Joint Venture I, LP to reimburse costs related to planning efforts related to parking, vehicular and pedestrian circulation, place making and retail design for the Victory Sub-district of Tax Increment Financing Reinvestment Zone Seven (Sports Arena TIF District) in an amount not to exceed \$400,000, by Resolution Nos. 12-1682 and 12-1683.

On January 23, 2013, City Council authorized an amendment to the development agreement development agreement with Victory Park UST Joint Venture I, LP, for costs associated with district wide technical studies to increase the Economic Development grant amount from \$400,000, to an amount not to exceed \$700,000, by Resolution No. 13-0206.

On August 8, 2013, the Sports Arena TIF District Board of Directors reviewed and recommended approval of a development agreement with Victory Park UST Joint Venture I, LP, and TIF funding for the project not to exceed \$1,226,500, to reimburse the costs of the Victory Park Lane Public Improvements Project.

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

On October 8, 2013, the Economic Development Committee was briefed on the proposed Victory Park Lane Public Improvements Project and recommended approval.

**FISCAL INFORMATION**

\$1,226,500 – Sports Arena TIF District Funds

**DEVELOPER**

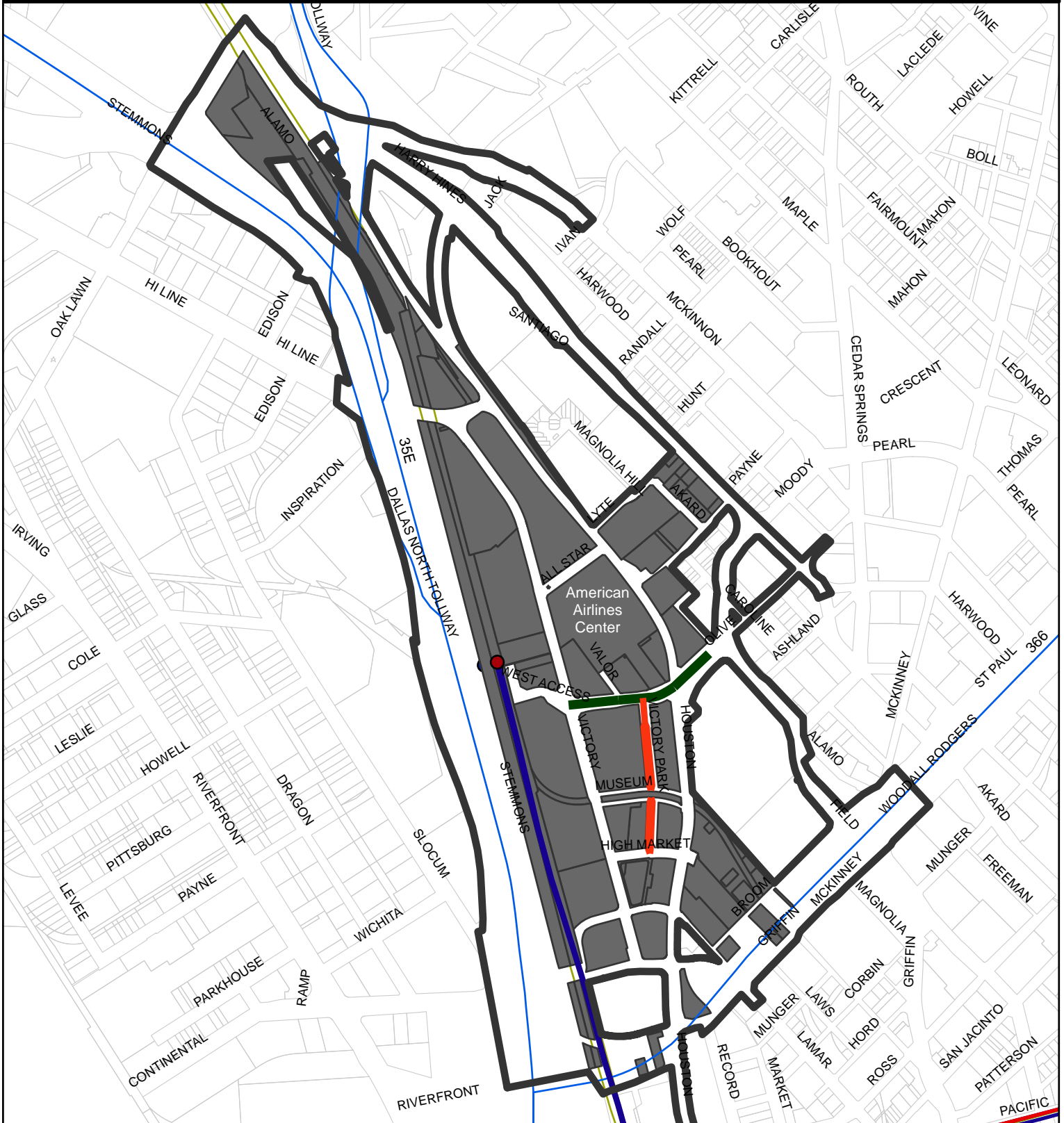
**Victory Park UST Joint Venture I, LP**

Lance Fair, Vice President  
3090 Olive Street, Ste. 210  
Dallas, TX 75219

**MAP**

Attached.

# Victory Park Lane Improvement Project Sports Arena TIF District - Victory Sub-district





City of Dallas  
Office of Economic Development





Area Redevelopment Division  
<http://www.Dallas-EcoDev.org>

Created 05/2012

## Legend

-  Victory Sub-district
-  Sub-district Parcels

-  Victory Park Lane Improvement Project
-  Olive Street Improvement Project



December 11, 2013

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December 11, 2013

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**WHEREAS**, the expenditure of TIF funds supporting this agreement is consistent with promoting development and redevelopment of the Sports Arena TIF District in accordance with the purposes for its creation, the City's revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, as amended, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan, as amended, for the Sports Arena TIF District.

**NOW, THEREFORE,**

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

**Section 1.** That the City Manager, upon approval as to form by the City Attorney is hereby authorized to execute a development agreement with Victory Park UST Joint Venture I, LP, and the City of Dallas, on behalf of the Sports Arena TIF District for the Victory Park Lane Public Improvement project and that Victory Sub-district TIF revenues in an amount not to exceed \$1,226,500 are hereby dedicated to the project costs associated with the Victory Park Lane Public Improvement project, as show in **Exhibit B** – TIF Budget – Eligible Project Costs. These costs include but are not limited design engineering, professional services, environmental remediation, demolition, utilities and open space/connectivity improvements associated with the Victory Park Lane Public Improvement Project.

**Section 2.** That the City Controller is hereby authorized to encumber and disburse funds from future tax increments generated in the Victory Sub-district of the zone and subject to future appropriations from:

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**Section 2.** (Continued)

Fund 0038, Department ECO, Unit P843, Object 4111, Activity SATI, CT ECOP843A243-01, Program No. SATIF0002, Vendor No. VS0000071920, in an amount not to exceed \$84,800;

Fund 0038, Department ECO, Unit P843, Object 4116, Activity SATI, CT ECOP843A243-02, Program No. SATIF0002, Vendor No. VS0000071920, in an amount not to exceed \$70,000;

Fund 0038, Department ECO, Unit P843, Object 4510, Activity SATI, CT ECOP843A243-03, Program No. SATIF0002, Vendor No. VS0000071920, in an amount not to exceed \$842,500; and

Fund 0038, Department ECO, Unit P843, Object 4599, Activity SATI, CT ECOP843A243-04, Program No. SATIF0002, Vendor No. VS0000071920, in an amount not to exceed \$229,200; and

For a total not to exceed \$1,226,500.

**Section 3.** That nothing in the resolution shall be construed to require the City to approve future dedications of Sports Arena TIF revenues (the "TIF Subsidy") from any source of the City funds other than the Victory Sub-district's Sports Arena TIF District Fund. Any portion of the TIF Grant that remains unpaid due to lack or unavailability of Sports Arena TIF District Funds shall no longer be considered project costs of the Sports Arena TIF District or the City and the obligation of the Sports Arena TIF District to pay Victory Park UST Joint Venture I, LP, shall automatically expire.

**Section 4.** That in addition to the conditions set out in the Sections above, the Development Agreement is hereby expressly made subject to all of the following contingencies which must be performed or occur:

A. A Minimum \$1,226,500 in Project costs funded by Developer.

Eligible project costs include construction costs (hard and soft) paid, payable or actually incurred by or on behalf of the Developer, with respect to the Project improvements. Construction related soft costs can include the following items: architecture and engineering, design, testing and inspection fees paid to a third party consultant, and construction management fees paid to a third party consultant. Carrying or other similar costs shall not be considered toward this definition of project costs. The Developer must provide verification of all expenditures.



December 11, 2013**Section 4. (Continued)**

- B. Soft costs (non-construction related) and/or professional services contingency costs shall not exceed 20% of funds allocated to the Contingencies for Traffic Control and Unforeseen Contingencies line item of the project's budget; the balance (80%) of the line item's funds shall be used for construction contingency costs.
- C. Project shall include (for the entire length of Victory Park Lane):
- a. Removal of the existing raised medians and street lights;
  - b. Modification to existing drainage system as required to support removal of medians;
  - c. Relocation of granite curbs and widening of sidewalks;
  - d. Extension of parallel parking delineator paver strips;
  - e. Construction of two raised mid-block crosswalks with sidewalk bulb-outs;
  - f. Construction of three end-of-block crosswalks;
  - g. Modification of barrier-free curb ramps and sidewalks as required to support new crosswalks;
  - h. Modification of sidewalks at new street light and banner structures locations;
  - i. Construction of foundation for the new street light and installation of the structures;
  - j. Installation of conduits to support street lights and communication infrastructure; and
  - k. Installation of street furniture, surface landscape, raised landscape planters, irrigation, drainage and power.
- D. Obtain approval of construction Plans, Specifications and Estimate (PS&E) package from the City, execute 3-way Private Development Contract and Start Construction of the Project within 24 weeks after the City Council approval of the project but shall be completed no later than December 31, 2015. The 24-week period is contingent on the City review process of the PS&E package;
- E. Obtain a building permit and start construction of the Project by May 31, 2014;
- F. Execute an Operating and Maintenance agreement for "non-standard" public infrastructure improvements constructed with the Victory Park Lane Improvement project for a period not to exceed 20 years no later than December 31, 2015. Non-standard improvements are defined as improvements which exceed the City of Dallas' standard design requirements, as determined by the City's Department of Public Works and shall include specially designed street/pedestrian lighting, brick pavers, sidewalks, pavement materials, landscaping and irrigation. Upon approval of the Director, the Operation and Maintenance Agreement may be assigned to another entity and this entity shall assume all requirements of the agreement;

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**Section 4. (Continued)**

- G. Sign leases for a minimum of 20,000 square feet of total net leasable square footage of vacant retail space located along Victory Park Lane or adjacent to the park in Victory Park, from the date hereof until 12 months following completion;
- H. Prior to the TIF Board's consideration, review of the Project's design by the Urban Design Peer Review Panel (UDPRP), an independent group of design, engineering, and/or planning professionals selected by the Dallas City Manager, is required for all Victory Sub-district projects. The UDPRP shall review and provide recommendations on the Project's design to the TIF Board for their consideration. The Project's design plans shall include:
- a. A site plan showing the location of parcel boundaries clearly differentiating publically accessible space from private space;
  - b. A pedestrian lighting plan for the site using lighting acceptable to the City and spaced at approximately 75 feet unless otherwise required by the City's Department of Public Works. This lighting plan is required for all public and private streets included in the project; and
  - c. A sidewalk plan for the project. Sidewalks with high anticipated levels of pedestrian traffic shall be designed to accommodate the traffic. The sidewalks shall have a minimum 7 foot walking zone and a minimum 3 foot landscaping and lighting zone, where possible. Landscaping and pedestrian lights shall be placed in the area closest to the back of curb for the length of the sidewalk. The plan shall show the location and type of all landscaping materials.
- I. Construction of Project improvements shall be in general conformance with design plans approved by the Sports Arena TIF Board of Directors and Dallas City Council;
- J. Developer shall submit to the Director of the Office of Economic Development a quarterly status report, including initial table showing leasable vacant retail space on Victory Park Lane, for ongoing work on the project, as well as public improvements. Status reports will be due once every three months after the Council approval date;
- K. Comply with the Business Inclusion and Development ("BID") goal of thirty percent (30%) Minority/Women-owned Business Enterprise (M/WBE) participation for TIF reimbursable improvements, and the Developer shall make a good faith effort to achieve a goal of 30% certified M/WBE participation for total private improvement construction expenditures for the Project, and meet all reporting requirements for each; and
- L. If necessary, the project deadline can be extended up to 6 months, subject to the Office of Economic Development Director's and Sports Arena TIF District Board of Director's approval.

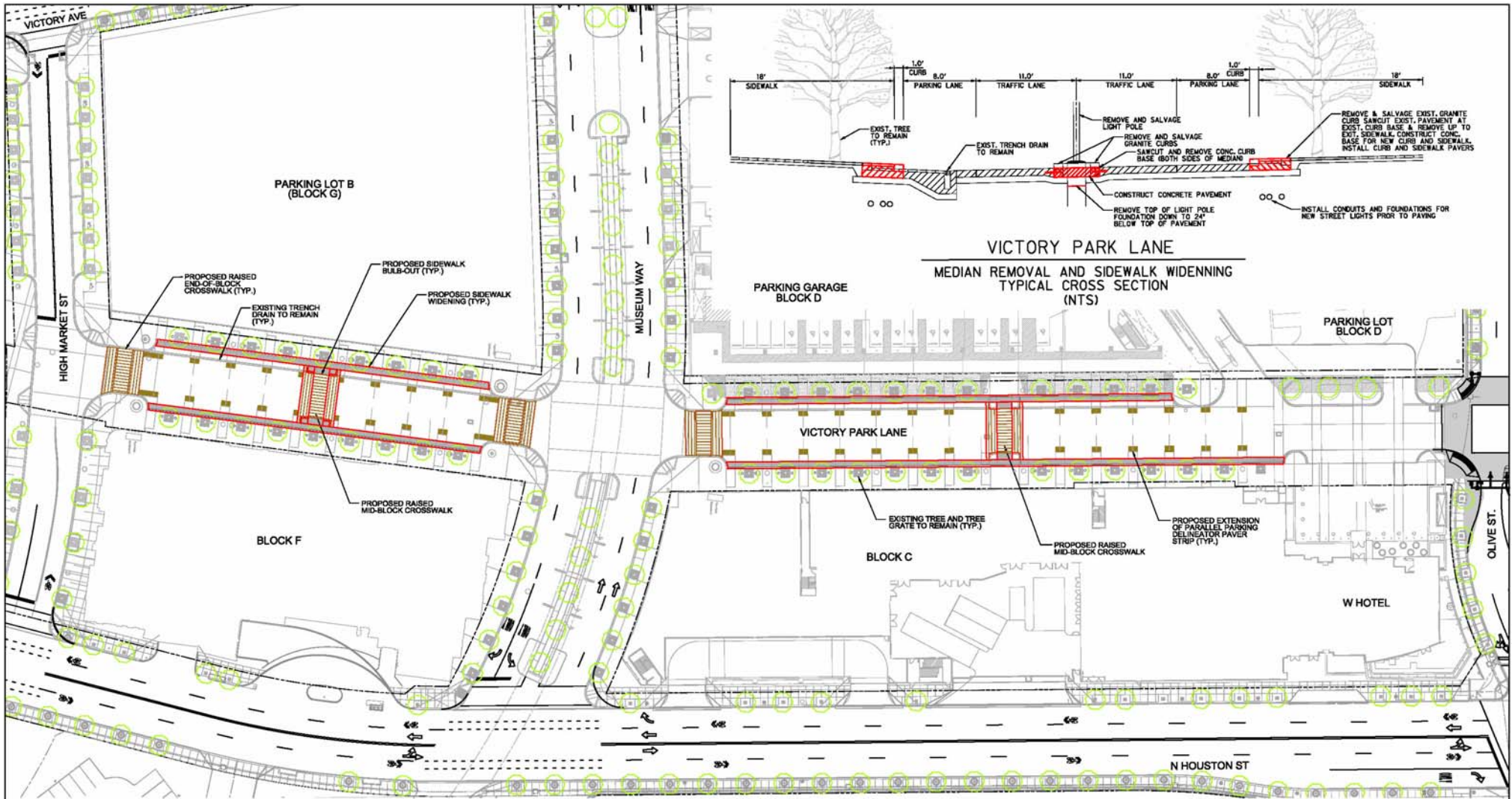
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**Section 5.** That should Victory Park UST Joint Venture I, LP, not perform one or more of the contingencies listed above, the City Manager is authorized to terminate the development agreement and disallow the total TIF Subsidy up to an amount not to exceed \$1,226,500.

**Section 6.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

# Exhibit A

## Victory Park Lane Improvement Plan



VICTORY PARK LANE MODIFICATIONS  
 Victory Park, Dallas, Texas  
 JULY 2013



HALFF ASSOCIATES, INC.  
 TBPE FIRM NO. F-312  
 PRELIMINARY - FOR INTERIM REVIEW ONLY

These documents are for Interim Review and not intended for Construction, Bidding, or Permit Purposes. They were prepared by, or under the supervision of:

BOGUMIL NOSEK 87010 JULY 2013  
 Engineer's Name PE# Date

## Exhibit B

### Victory Park Lane Public Improvement Project – TIF Budget

Description	Amount
<b>Tier Two Improvements</b>	
<i>Connectivity/Quality of Life Improvements – Victory Park Lane Improvement Project</i>	
<i>Construction Cost</i>	<i>\$842,500</i>
<i>Professional Services</i>	<i>\$84,800</i>
<i>Construction Management</i>	<i>\$70,000</i>
<i>Contingencies for Traffic Control and Unforeseen Conditions</i>	<i>\$229,200</i>
<b>Total TIF Funding Recommended</b>	<b>\$1,226,500</b>

The budget shown above outlines anticipated TIF reimbursements for the Victory Park Lane Public Improvement Project. These reimbursements will be based on actual expenditures for project construction hard costs and construction related soft costs. Soft costs (non-construction related) and/or professional services contingency costs shall not exceed 20% of funds allocated to the Contingencies for Traffic Control and Unforeseen Contingencies line item of the project's budget; the balance (80%) of the line item's funds shall be used for construction contingency costs.

Note: The amounts listed above may include engineering, construction, design, construction management, and contingency estimates. Construction management is solely intended to cover fees paid to an outside consultant or third party who confirms the quality of the work. Construction management fees must be invoiced with a detailed description of work performed.

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**WHEREAS**, the City recognizes the importance of its role in local economic development; and

**WHEREAS**, on October 28, 1998, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Seven, City of Dallas, Texas ("Sports Arena TIF District") in accordance with the Tax Increment Financing Act, as amended, Chapter 311 of the Texas Tax Code, Vernon's Texas Codes Annotated (the "Act") to promote development and redevelopment through the use of tax increment financing by Ordinance No. 23688; as amended; and

**WHEREAS**, on August 25, 1999, City Council authorized the Sports Arena Tax Increment Financing District Project Plan and Reinvestment Zone Financing Plan by Ordinance No. 24002; as amended; and

**WHEREAS**, on May 23, 2012, City Council conducted a public hearing and received comments on amendments to the Sports Arena TIF District Project and Reinvestment Zone Financing Plans and authorized an ordinance amending Ordinance No. 23688, previously approved on October 28, 1998, and Ordinance No. 24002, previously approved on August 25, 1999, to: (1) add two new sub-districts within the Sports Arena TIF District: (a) Riverfront Gateway Sub-district and (b) West Dallas Sub-district; (2) increase the geographical area of the Sports Arena TIF District to add approximately: (a) 4.5 acres to the Victory Sub-district (generally the original Sports Arena TIF District boundary); (b) 33 acres in the Riverfront Gateway Sub-district; and (c) 89.2 acres in the West Dallas Sub-district; (3) extend the termination date of the Sports Arena TIF District for a 10 year period from the City Council established termination date of December 31, 2018, to December 31, 2028, for the Victory Sub-district and establish a termination date for the Riverfront Gateway and West Dallas Sub-districts of December 31, 2042; (4) decrease the percentage of tax increment contributed by the City of Dallas during the extended term of the TIF District and establish other taxing jurisdictions participation percentages; (5) increase the Sports Arena TIF District budget from \$25,498,568 NPV (approximately \$46,961,785 total dollars) to \$94,409,005 NPV (approximately \$273,599,175 total dollars), an increase of \$68,910,437 NPV (approximately \$226,637,390 total dollars); (6) create an Economic Development TIF Grant Program within the District and adopt program guidelines; and (7) make corresponding modifications to the Sports Arena TIF District map, budget and Project and Reinvestment Zone Financing Plans by Ordinance No. 28672; and

**WHEREAS**, on June 27, 2012, City Council authorized a development agreement with Victory Park UST Joint Venture I, LP to reimburse costs related to planning efforts related to parking, vehicular and pedestrian circulation, place making and retail design for the Victory Sub-district of Tax Increment Financing Reinvestment Zone Seven (Sports Arena TIF District) in an amount not to exceed \$400,000, by Resolution Nos. 12-1682 and 12-1683, as amended; and

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**WHEREAS**, on August 8, 2013, the Sports Arena TIF District Board of Directors reviewed and recommended approval of a development agreement with Victory Park UST Joint Venture I, LP, and TIF funding for the project not to exceed \$1,226,500, to reimburse Victory Park Lane Public Improvement Project costs; and

**WHEREAS**, on October 7, 2013, the Economic Development Committee was briefed on the proposed Victory Park Lane Public Improvement Project and recommended approval; and

**WHEREAS**, in furtherance of the Sports Arena TIF District Project Plan and Reinvestment Zone Financing Plan, as amended, and to promote within the Sports Arena TIF District: (1) development and diversification of the economy, (2) elimination of unemployment and underemployment, and (3) development and expansion of commerce, the City desires to provide economic incentives to Victory Park UST Joint Venture I, LP, for the Victory Park Lane Public Improvement Project in the Victory Sub-district of the Sports Arena TIF District; and

**WHEREAS**, the expenditure of TIF funds supporting this agreement is consistent with promoting development and redevelopment of the Sports Arena TIF District in accordance with the purposes for its creation, the City's revised Public/Private Partnership Guidelines and Criteria, the ordinance adopted by the City Council approving the Project and Financing Plan, as amended, and is for the purpose of making public improvements consistent with and described in the Project and Financing Plan, as amended, for the Sports Arena TIF District.

**NOW, THEREFORE,**

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

**Section 1.** That the findings, determinations and certifications contained in the recitals above are incorporated herein for all purposes.

**Section 2.** That the issuer expects to incur debt as one or more series of obligation for the purpose of paying the costs of the Project. The following is a general functional description of the Project for which the expenditures to be reimbursed or paid and a statement of the maximum principal amount of debt expected to be issued for such reimbursement purposes.

**Project Description**

Victory Park Lane Public Improvement  
Project in the Victory Sub-district of  
Reinvestment Zone Number Seven  
(Sports Arena TIF District)

**Debt To Be Issued**

Not to exceed \$1,226,500  
as provided by the Project  
Plan and Reinvestment  
Zone Financing Plan

December 11, 2013

**Section 3.** That the total Sports Arena TIF District TIF Subsidy for the Victory Park Lane Public Improvement project shall not exceed an amount of \$1,226,500, all in accordance with the terms of the said grant agreement.

**Section 4.** That nothing in the resolution shall be construed to require the City to approve payment from any source of City funds other than the Sports Arena TIF District Fund and/or Tax Increment Bonds. Any funds expended under the grant agreement that remain unpaid upon termination of the Sports Arena TIF District, due to lack or unavailability of Sports Arena TIF District Funds shall no longer be considered project costs of the Sports Arena TIF District or the City and any obligation to pay Victory Park UST Joint Venture I, LP, shall automatically expire.

**Section 5.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.