OCTOBER 10, 2007 CITY COUNCIL AGENDA
CERTIFICATION

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Agenda dated October 10, 2007. 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.

Mary K. Suhm
City Manager

9-28-07
Date

Edward Scott
City Controller

9/28/07
Date

RECEIVED
2007 SEP 28 PM 4:23
CITY SECRETARY
DALLAS, TEXAS

COUNCIL AGENDA

October 10, 2007

DATE

(FOR GENERAL INFORMATION AND RULES OF COURTESY PLEASE SEE OPPOSITE SIDE.)
(LA INFORMACIÓN GENERAL Y REGLAS DE CORTESÍA QUE DEBEN OBSERVARSE DURANTE LAS ASAMBLEAS DEL CONSEJO MUNICIPAL APARECEN EN EL LADO OPUESTO, FAVOR DE LEERLAS.)

General Information

The Dallas City Council regularly meets on Wednesdays beginning at 9:00 a.m. in the Council Chambers, 6th floor, City Hall, 1500 Marilla. Council agenda meetings are broadcast live on WRR-FM radio (101.1 FM) and on AT&T CityCable Channel 6B. Briefing meetings are held the first and third Wednesdays of each month. Council agenda (voting) meetings are held on the second and fourth Wednesdays. Anyone wishing to speak at a meeting should sign up with the City Secretary's Office by calling (214) 670-3738 before 9:00 a.m. on the meeting date. Citizens can find out the name of their representative and their voting district by calling the City Secretary's Office.

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

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

Rules of Courtesy

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

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

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

Informacion General

El Ayuntamiento de la Ciudad de Dallas se reúne regularmente los miércoles en la Cámara del Ayuntamiento en el sexto piso de la Alcaldía, 1500 Marilla, a las 9 de la mañana. Las reuniones informativas se llevan a cabo el primer y tercer miércoles del mes. Estas audiencias se transmiten en vivo por la estación de radio WRR-FM 101.1 y por cablevisión en la estación *AT&T CityCable* Canal 6B. El Ayuntamiento Municipal se reúne el segundo y cuarto miércoles del mes para tratar asuntos presentados de manera oficial en la agenda para su aprobación. Toda persona que desee hablar durante la asamblea del Ayuntamiento, debe inscribirse llamando a la Secretaría Municipal al teléfono (214) 670-3738, antes de las 9 de la mañana del día de la asamblea. Para enterarse del nombre de su representante en el Ayuntamiento Municipal y el distrito donde usted puede votar, favor de llamar a la Secretaría Municipal.

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

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

Reglas de Cortesia

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

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

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

AGENDA
CITY COUNCIL MEETING
WEDNESDAY, OCTOBER 10, 2007
ORDER OF BUSINESS

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

9:00 a.m.	**INVOCATION AND PLEDGE OF ALLEGIANCE**	
	OPEN MICROPHONE	
	MINUTES	Item 1
	CONSENT AGENDA	Items 2 - 38

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier than 9:30 a.m.	Item 39
To be considered before 12:00 noon	Item 40

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.	Items 41 - 48

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

AGENDA

CITY COUNCIL MEETING

OCTOBER 10, 2007

CITY OF DALLAS

1500 MARILLA

COUNCIL CHAMBERS, CITY HALL

DALLAS, TEXAS 75201

9:00 A. M.

Invocation and Pledge of Allegiance (Council Chambers)

Agenda Item/Open Microphone Speakers

VOTING AGENDA

1. Approval of Minutes of the September 26, 2007 City Council Meeting

CONSENT AGENDA

Business Development & Procurement Services

2. Authorize a thirty-six-month master agreement for school zone flasher timing devices - Consolidated Traffic Controls, Inc. - Sole Source - Not to exceed $268,500 - Financing: Current Funds

3. Authorize a thirty-six-month master agreement for reflective and non-reflective sheeting for signs - 3M Company, lowest responsible bidder of four - Not to exceed $371,060 - Financing: Current Funds

4. Authorize the purchase of an emergency notification system - Sigma Communications, LLC dba Reverse 911, most advantageous proposer of five - Not to exceed $396,624 - Financing: U. S. Department of Homeland Security Grant Funds

5. Authorize a thirty-six-month master agreement for fasteners - D.F. Sales, lowest responsible bidder of five - Not to exceed $584,259 - Financing: Water Utilities Current Funds ($455,620), Current Funds ($128,639)

CONSENT AGENDA (Continued)

City Attorney's Office

6. Authorize settlement of the lawsuit styled David Holloway v. Robert Douglas Starr and Dallas Police Department, Cause No. cc-06-12408-b - Not to exceed $35,000 - Financing: Current Funds

7. Authorize settlement of the lawsuit styled Patricia A. Wiggins and Wilson Wiggins v. City of Dallas and Edna Denise Selmon, Cause No. 06-18158-B - Not to exceed $100,000 - Financing: Current Funds

Department of Development Services

8. An ordinance abandoning portions of a water main easement and 4 fire lane easements to the Dallas Independent School District, the abutting owner, containing approximately 57,246 square feet of land located near the intersection of Brockbank and Valley Meadow Drives - Revenue: $5,400 plus the $20 ordinance publication fee

Economic Development

9. Authorize a personal services contract with David Dean of Dean International Inc. to provide transportation and economic development consulting services from October 11, 2007 through October 10, 2008 - Not to exceed $120,000 - Financing: Public/Private Partnership Funds

10. Authorize amendments to subsection D (a), (b), (c), subsection E (c) and delete subsection G in Section 2 of Resolution No. 06-1833, previously approved on June 28, 2006, that authorized modifications to certain policies, procedures and guidelines for funding sources, administrative cost and name change for operating the South Dallas/Fair Park Trust Fund - Financing: No cost consideration to the City

11. Authorize economic development grant agreements with two community based nonprofit organizations to enhance the quality of life for the residents in the South Dallas/Fair Park Trust Fund target area to provide funding as follows: **(1)** A Sister's Gift, in an amount not to exceed $30,000; and **(2)** Preservation Link, Inc., in an amount not to exceed $35,000 - Total not to exceed $65,000 - Financing: South Dallas/Fair Park Trust Fund

12. Authorize rescission of Resolution Nos. 05-0391 and 05-0392, previously approved on January 26, 2005, that authorized a development agreement and intent to reimburse Beckley Properties, LTD to provide funding for TIF-eligible project costs related to the development of a retail and commercial project located in Tax Increment Financing Reinvestment Zone Number Three (Oak Cliff Gateway TIF District) with dedication of up to $450,000 from Oak Cliff Gateway TIF revenues in accordance with the development agreement - Financing: No cost consideration to the City

CONSENT AGENDA (Continued)

Economic Development (Continued)

13. Authorize the release of two separate liens on real properties held as collateral for business loans made by the South Dallas/Fair Park Trust Fund to 1 Tax Man, Inc., located at 1844 South Boulevard, in the amount of $20,000 and Lomax Funeral Home located at 4602 Scyene Road in the amount of $50,000 - Financing: No cost consideration to the City

Environmental & Health Services

14. Authorize an Interlocal Agreement with the University of Texas Southwestern Medical Center at Dallas whereby resident physicians will receive training and provide medical care to the City of Dallas Health Clinic patients for the period October 1, 2007 through September 30, 2012 - Financing: No cost consideration to the City

15. Authorize **(1)** the acceptance of a grant from the Texas Workforce Commission to provide child care subsidies for low to moderate income parents for the period October 1, 2007 through September 30, 2008 in the amount of $150,000, **(2)** a local match in an amount not to exceed $91,935, and **(3)** execution of the grant agreement - Total not to exceed $241,935 - Financing: Texas Workforce Commission Grant Funds ($150,000) and 2007-08 Community Development Grant Funds ($91,935)

Fire

16. Authorize the payment of annual certification and testing fees to the Texas State Commission on Fire Protection for the appropriate certification levels of each uniformed Fire-Rescue Department employee - Not to exceed $39,300 - Financing: Current Funds

Housing

17. A resolution declaring 7 properties unwanted and unneeded and authorizing their conveyance by Deed without Warranty to Kaminski Holdings, Inc., for $10 and provision of mixed-use development on the properties within 3 years of execution of the deed (list attached) - Financing: No cost consideration to the City

18. Authorize acquisition of two parcels improved with vacant single-family residences at 2451 Starks Avenue and 6302 Municipal Street for the proposed Bexar Street Redevelopment Project which is being implemented as part of the Neighborhood Investment Program (list attached) - $47,000 including estimated closing costs - Financing: 2002-03 Community Development Grant Funds ($22,000); 2006-07 Community Development Grant Reprogramming Funds ($25,000)

19. Authorize the reconstruction on-site of the home located at 2524 Stephenson Street in accordance with the Replacement Housing Program Statement requirements - $70,000 - Financing: 2006-07 HOME Funds

CONSENT AGENDA (Continued)

Housing (Continued)

20. Authorize **(1)** the first of two twelve-month renewal options to the service contract with the Enterprise Community Partners, Inc., a non-profit corporation**,** in the amount of $5,242,141 ($4,742,141 program loan funds and $500,000 administration/direct project costs) for operation and administration of the Mortgage Assistance Program (MAP), including homebuyer education, for the period October 1, 2007 through September 30, 2008; and **(2)** an amendment to the MAP Statement to update Federal Housing and Urban Development terminology with respect to housing compliance - Financing: 2007-08 Community Development Grant Funds ($300,000), 2007-08 HOME Funds ($4,762,803), 2007-08 American Dream Downpayment Initiative Funds ($179,338)

Human Resources

21. Authorize the purchase of 2,000 bus passes from the Dallas Area Rapid Transit on behalf of City employees in support of the City's 2008 clean air initiative - Not to exceed $50,000 - Financing: Current Funds

Park & Recreation

22. Authorize a contract for the installation of the fuel island canopies at Crawford Service Center located at 8700 Elam Road, Ewing Street Service Center located at 1021 South Ewing Street, I.C. Harris Service Center located at 5620 Parkdale, and L.B. Houston Golf Course located at 11223 Luna Road - Phoenix I Restoration and Construction, Ltd., best value proposer of two - $259,457 - Financing: 2004 Certificates of Obligation Funds

23. Authorize a professional services contract with Elliott and Associates Architects for schematic design and construction cost estimates for a new building to replace the Dreyfuss Club at White Rock Lake Park located at 600 East Lawther Drive - $41,500 - Financing: 1998 Bond Funds

24. Authorize Supplemental Agreement No. 1 to the contract with Newman, Jackson and Bieberstein Landscape Architecture for electrical design services for the existing plaza area at Pike Park located at 2807 Harry Hines Boulevard - $2,600, from $22,979 to $25,579 - Financing: 2003 Bond Funds

25. Authorize **(1)** the rejection of bids received for the installation of a new playground, site furnishings, and parking lot expansion at Cheyenne Park located at 700 Cheyenne; and **(2)** the re-advertisement for new bids - Financing: No cost consideration to the City

Public Works & Transportation

26. Authorize a contract for the construction of street paving and storm drainage improvements on Alaska Avenue from East Saner Avenue to East Elmore Avenue - Tiseo Paving Company, lowest responsible bidder of four - $589,548 - Financing: 2003 Bond Funds

CONSENT AGENDA (Continued)

Public Works & Transportation (Continued)

27. Authorize a contract for the reconstruction of street paving, storm drainage, water, and wastewater main improvements for Street Reconstruction Group 03-606 (list attached) - Camino Construction, Inc., lowest responsible bidder of four - $2,118,659 - Financing: 2003 Bond Funds ($1,465,007), Water Utilities Capital Improvement Funds ($642,851), and Water Utilities Capital Construction Funds ($10,800)

28. Authorize final payment to Dallas County for the design and construction of paving and storm drainage improvements at the intersection of Gaston Avenue at Munger Boulevard - $40,186 - Financing: 2003 Bond Funds

29. Authorize **(1)** street paving, storm drainage, water and wastewater main improvements for Project Group 03-3003 to provide for partial payment of construction cost by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law, and **(2)** a benefit assessment hearing to be held on November 12, 2007, to receive comments (list attached) - Financing: No cost consideration to the City

30. Authorize **(1)** a contract for construction of the fuel and chemical containment system at six locations at Dallas Executive Airport with North Texas Contracting, lowest responsible bidder of three, in an amount not to exceed $763,510, and **(2)** an increase in appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,026,133 in the Federal Aviation Administration Airport Improvement Program Grant Funds - Not to exceed $763,510 - Financing: Aviation Capital Construction Funds ($190,877) and Federal Aviation Administration Airport Improvement Program Grant Funds ($572,633)

31. Authorize **(1)** a contract for construction of the fuel and chemical containment systems at nine locations at Dallas Love Field with AUI Contractors, LP, lowest responsible bidder of two, in an amount not to exceed $1,770,980; and **(2)** an increase in appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,910,980 in the Federal Aviation Administration Airport Improvement Program Grant Funds - Not to exceed $1,770,980 - Financing: Aviation Capital Construction Funds ($442,745) and Federal Aviation Administration Airport Improvement Program Grant Funds ($1,328,235)

32. Authorize **(1)** a contract for construction of the runway 13R / 31L safety area (RSA) enhancement project, including associated runway shoulder repairs and signage replacement, at Dallas Love Field, with EAS Contracting, LP, lowest responsible bidder of two, in an amount not to exceed $3,825,669; and **(2)** the establishment of appropriations for associated costs such as testing and contract administration in an amount not to exceed $4,982,280 in the Federal Aviation Administration Airport Improvement Program Grant Funds - Not to exceed $3,825,669 - Financing: Aviation Capital Construction Funds ($956,417) and Federal Aviation Administration Airport Improvement Program Grant Funds ($2,869,252)

CONSENT AGENDA (Continued)

Public Works & Transportation (Continued)

33. Authorize **(1)** a contract for the construction of lighting improvements for the Katy Trail lighting phase of the Victory Sustainable Development Project, with Dal-Ec Construction, Ltd., lowest responsible bidder of three, in an amount not to exceed $589,398 (local share to be provided by the developer); and **(2)** assignment of the construction contract to Anland GP, L.P. - Not to exceed $589,398 - Financing: Capital Projects Reimbursement Funds

34. Authorize an increase in the contract with American Civil Constructors, Inc., for the construction of paving, drainage, and amenity improvements for the Victory Sustainable Development Project (local share provided by the developer, Anland GP, L.P.) - $1,004,513, from $4,018,052 to $5,022,565 - Financing: Capital Projects Reimbursement Funds

UPPR Crossings Intersecting Macon Street and Sunday Street

Note: Item Nos. 35 and 36 must be considered collectively.

35. * Authorize an Interlocal Agreement with the Texas Department of Transportation for paving improvements at the Union Pacific Railroad crossings intersecting Macon Street and Sunday Street with permanent barriers, turn-around area on Macon Street, with fencing and sidewalk improvements along the railroad right-of-way - $4,433 - Financing: 2003 Bond Funds

36. * Authorize **(1)** a three-party Interlocal Agreement with Texas Department of Transportation and the Union Pacific Railroad for paving improvements at the railroad crossings intersecting Macon Street and Sunday Street, **(2)** the receipt and deposit of funds from the Texas Department of Transportation (TxDOT) and Union Pacific Railroad (UPRR) in an amount not to exceed $35,000 in the Capital Projects Reimbursement Funds; and **(3)** an increase in appropriations in the amount of $35,000 in the Capital Projects Reimbursement Funds - $35,000 - Financing: Capital Projects Reimbursement Funds

Sanitation Services

37. Authorize a twelve-month Interlocal Agreement with Dallas County for participation in the Dallas Area Household Hazardous Waste Network collection program for the period of October 1, 2007, through September 30, 2008, with an option to extend the agreement for four additional twelve-month periods - Not to exceed $3,726,069 - Financing: Current Funds (to be reimbursed from Stormwater Drainage Management Funds) (subject to annual appropriations)

CONSENT AGENDA (Continued)

Water Utilities

38. Authorize Supplemental Agreement No. 3 to the professional services contract with Camp Dresser & McKee, Inc. to provide additional engineering design and construction phase services for the necessary miscellaneous ozone system improvements that are required to complete the ozone system rehabilitation at the Elm Fork Water Treatment Plant - $194,620, from $7,139,552 to $7,334,172 - Financing: Water Utilities Capital Improvement Funds

ITEMS FOR INDIVIDUAL CONSIDERATION

City Secretary's Office

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

Office of Financial Services

40. Authorize **(1)** the issuance and sale of up to $30,000,000 in Downtown Dallas Development Authority Contract Tax Increment Revenue Bonds for the Mercantile project improvements; **(2)** approval of the Preliminary Official Statement and Bond Resolution; and **(3)** enacting other provisions in connection therewith - Financing: This action has no cost consideration to the City **(To be considered before 12:00 noon)**

PUBLIC HEARINGS AND RELATED ACTIONS

Department of Development Services

ZONING CASES - CONSENT

41. A public hearing to receive comments regarding an application for and an ordinance granting an amendment to the development plan and conditions for Planned Development Subdistrict No. 70 for MF-2 Multiple Family Subdistrict Uses within Planned Development District No. 193, the Oak Lawn Special Purpose District, on property generally bounded by Cedar Springs Road, Hawthorne Avenue, Hartford Street, and the northern half of Raleigh Street
Recommendation of Staff and CPC: Approval, subject to a development plan, perimeter planting plan and conditions
Z067-216(RB)

42. A public hearing to receive comments regarding a City Plan Commission authorized hearing to determine proper zoning on property zoned a D(A) Duplex District on the west side of Shadow Bend Drive, north of Meadow Road with consideration given to and an ordinance granting a TH-1(A) Townhouse District
Recommendation of Staff and CPC: Approval
Z067-307(OTH)

PUBLIC HEARINGS AND RELATED ACTIONS (Continued)

MISCELLANEOUS HEARINGS

Department of Development Services

Municipal Setting Designation at 2603, 2613 and 2623 Ross Avenue

Note: Item Nos. 43 and 44 must be considered collectively.

43. * A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater beneath property owned by Charter Leo, L.P. and Jefferson at Arts District, L.P. located near the intersection of Ross Avenue and Boll Street and adjacent street rights-of-way - Financing: No cost consideration to the City

44. * An ordinance authorizing support of the issuance of a municipal setting designation to Charter Leo, L.P. and Jefferson at Arts District, L.P. by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water - Financing: No cost consideration to the City
Recommendation of Staff: Approval

Housing

FY 2007-08 Urban Land Plan Bank Demonstration Program Plan

Note: Item Nos. 45 and 46 must be considered collectively.

45. * A public hearing to receive comments on the proposed City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan - Financing: No cost consideration to the City

46. * Authorize approval of the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan - Financing: No cost consideration to the City

Private Sale of Unimproved Property

Note: Item Nos. 47 and 48 must be considered collectively.

47. * A public hearing to receive comments on the proposed private sale by quitclaim deed of the unimproved property located at 2619 Custer acquired by the taxing authorities from the Sheriff's Sale to Dallas Neighborhood Alliance for Habitat, Inc., a qualified non-profit organization (list attached) - Financing: No cost consideration to the City

48. * Authorize the private sale, as provided for by Section 34.015 of the Texas Property Tax Code, by quitclaim deed of the unimproved property located at 2619 Custer acquired by the taxing authorities from the Sheriff's Sale to Dallas Neighborhood Alliance for Habitat, Inc., a qualified non-profit organization and execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any (list attached) - Revenue: $1,000

Bexar Street Mixed Use Lots
Agenda Item #17

Parcel No.	Address	DCAD Amount	Vacant/ Improved	Tract
1.	2500 Macon Street	$13,710	Vacant	I
2.	2506 Macon Street	$ 4,000	Vacant	I
3.	5208 Bexar Street	$ 4,600	Vacant	I
4.	5212 Bexar Street	$11,500	Vacant	I
5.	5216 Bexar Street	$ 4,000	Vacant	I
6.	5502 Bexar Street	$36,000	Vacant	II
7.	5504 Bexar Street	$27,960	Vacant	II

Bexar Street Redevelopment Project
Agenda Item #18

Parcel No.	Owner	Property Address	Offer Amount	Mapsco	Council District
W17	Felipe & Gloria Ortega	2451 Starks Avenue	$20,000	56C	7
A30	Terrell Enterprises, Inc.	6302 Municipal Street	$23,000	56G	7

Street Reconstruction Group 03-606
Agenda Item #27

Project	**Limits**	**Council District**
St. Augustine Road	Bruton Road to Prairie Creek Branch (including intersection improvement of Bruton Road at St. Augustine Road)	5
St. Augustine Road	Kittyhawk Road to Angelus Road	8

Project Group 03-3003
Agenda Item #29

Project	**Limits**	**Council District**
Arden Road	South Lancaster Road to dead-end East of Bronx Avenue	8
Bronx Avenue	Arden Road to East Ledbetter Road	8
Bronx Avenue	Wolcott Avenue to Arden Road	8

Tax Foreclosure and Seizure Property Resale
Agenda Items # 47, 48

Parcel No.	Address	Non-Profit Organization	Mapsco	DCAD Amount	Sale Amount	Vac/ Imp	Zoning	Council District
1.	2619 Custer	Dallas Neighborhood Alliance for Habitat, Inc.	65D	$6,900	$1,000	V	R-7.5(A)	4

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

1. Contemplated or pending litigation, or matters where legal advice is requested of the City Attorney. Section 551.071 of the Texas Open Meetings Act.

2. The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.072 of the Texas Open Meetings Act.

3. A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Section 551.073 of the Texas Open Meetings Act.

4. Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Section 551.074 of the Texas Open Meetings Act.

5. The deployment, or specific occasions for implementation of security personnel or devices. Section 551.076 of the Texas Open Meetings Act.

6. Deliberations regarding Economic Development negotiations. Section 551.087 of the Texas Open Meetings Act.

PUBLIC MEETINGS FOR OCTOBER 1 - OCTOBER 15, 2007

Thursday, October 4, 2007

Civil Service Board
8:30 a.m.
City Hall Suite 1C-South

AGENDA DATE October 10, 2007

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1			All	V	NA	NA	NA	NA	Approval of Minutes of September 26, 2007 City Council Meeting
2			All	C	PBD, PWT	$268,500.00	0.00%	0.00%	Authorize a thirty-six-month master agreement for school zone flasher timing devices
3			All	C	PBD, PWT, STS	$371,060.00	0.00%	0.00%	Authorize a thirty-six-month master agreement for reflective and non-reflective sheeting for signs
4			All	C	PBD, OEM, FIR, POL, CIS	GT	0.00%	0.00%	Authorize the purchase of an emergency notification system
5			All	C	PBD, WTR	$584,259.00	18.00%	18.00%	Authorize a thirty-six-month master agreement for fasteners
6			N/A	C	ATT, POL	$35,000.00	NA	NA	Authorize settlement of the lawsuit styled David Holloway v. Robert Douglas Starr and Dallas Police Department, Cause No. cc-06-12408-b
7			N/A	C	ATT, POL	$100,000.00	NA	NA	Authorize settlement of the lawsuit styled Patricia A. Wiggins and Wilson Wiggins v. City of Dallas and Edna Denise Selmon, Cause No. 06-18158-B
8			6	C	DDS	REV $5,400	NA	NA	An ordinance abandoning portions of a water main easement and 4 fire lane easements to the Dallas Independent School District, the abutting owner, containing approximately 57,246 square feet of land located near the intersection of Brockbank & Valley Meadow Drives
9			All	C	ECO	$120,000.00	NA	NA	Authorize a personal services contract with David Dean of Dean International Inc. to provide transportation and economic development consulting services from October 11, 2007 through October 10, 2008
10			7	C	ECO	NC	NA	NA	Authorize amendments to subsection D (a), (b), (c), subsection E (c) and delete subsection G in Section 2 of Resolution No. 06-1833, previously approved on June 28, 2006, that authorized modifications to certain policies, procedures and guidelines for funding sources, administrative cost & name for operating the South Dallas/Fair Park Trust Fund
11			7	C	ECO	$65,000.00	NA	NA	Authorize economic development grant agreements with two community based nonprofit organizations to enhance the quality of life for the residents in the South Dallas/Fair Park Trust Fund target area to provide funding to A Sister's Gift & Preservation Link, Inc.
12			1, 3	C	ECO	NC	NA	NA	Authorize rescission of Resolution Nos. 05-0391 and 05-0392, previously approved on January 26, 2005, that authorized a development agreement and intent to reimburse Beckley Properties, LTD to provide funding for TIF-eligible project costs related to the development of a retail & commercial project in the Oak Cliff Gateway TIF District
13			7	C	ECO	NC	NA	NA	Authorize the release of two separate liens on real properties held as collateral for business loans made by the South Dallas/Fair Park Trust Fund to 1 Tax Man, Inc., located at 1844 South Boulevard, and Lomax Funeral Home located at 4602 Scyene Road
14			All	C	EHS	NC	NA	NA	Authorize an Interlocal Agreement with the University of Texas Southwestern Medical Center at Dallas whereby resident physicians will receive training and provide medical care to the City of Dallas Health Clinic patients for the period October 1, 2007 through September 30, 2012
15			All	C	EHS	GT	NA	NA	Authorize the acceptance of a grant from the Texas Workforce Commission to provide child care subsidies for low to moderate income parents for the period October 1, 2007 through September 30, 2008 and execution of the grant agreement
16			All	C	FIR	$39,300.00	NA	NA	Authorize the payment of annual certification and testing fees to the Texas State Commission on Fire Protection for the appropriate certification levels of each uniformed Fire-Rescue Department employee

AGENDA DATE October 10, 2007

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
17			7	C	HSG	NC	NA	NA	A resolution declaring 7 properties unwanted and unneeded and authorizing their conveyance by Deed without Warranty to Kaminski Holdings, Inc., and provision of mixed-use development on the properties within 3 years of execution of the deed
18			7	C	HSG	GT	NA	NA	Authorize acquisition of two parcels improved with vacant single-family residences at 2451 Starks Avenue and 6302 Municipal Street for the proposed Bexar Street Redevelopment Project which is being implemented as part of the Neighborhood Investment Program
19			7	C	HSG	GT	NA	NA	Authorize the reconstruction on-site of the home located at 2524 Stephenson Street in accordance with the Replacement Housing Program Statement requirements
20			All	C	HSG	GT	NA	NA	Authorize the first of two twelve-month renewal options to the service contract with the Enterprise Community Partners, Inc., a non-profit corporation, for operation & administration of the Mortgage Assistance Program (MAP), including homebuyer education, for the period October 1, 2007 through September 30, 2008 & an amendment to MAP Statement to update HUD terminology with respect to housing compliance
21			N/A	C	HRD	$50,000.00	NA	NA	Authorize the purchase of 2,000 bus passes from the Dallas Area Rapid Transit on behalf of City employees in support of the City's 2008 clean air initiative
22			4, 5, 6, 7	C	PKR	$259,457.00	100.00%	28.27%	Authorize a contract for the installation of the fuel island canopies at Crawford Service Center located at 8700 Elam Road, Ewing Street Service Center located at 1021 South Ewing Street, I.C. Harris Service Center located at 5620 Parkdale, & L.B. Houston Golf Course located at 11223 Luna Road
23			9	C	PKR	$41,500.00	0.00%	0.00%	Authorize a professional services contract with Elliott and Associates Architects for schematic design and construction cost estimates for a new building to replace the Dreyfuss Club at White Rock Lake Park located at 600 East Lawther Drive
24			2	C	PKR	$2,600.00	0.00%	11.73%	Authorize Supplemental Agreement No. 1 to the contract with Newman, Jackson and Bieberstein Landscape Architecture for electrical design services for the existing plaza area at Pike Park located at 2807 Harry Hines Boulevard
25			8	C	PKR	NC	NA	NA	Authorize the rejection of bids received for the installation of a new playground, site furnishings, and parking lot expansion at Cheyenne Park located at 700 Cheyenne, and the re-advertisement for new bids
26			4	C	PWT	$589,547.50	48.95%	47.78%	Authorize a contract for the construction of street paving and storm drainage improvements on Alaska Avenue from East Saner Avenue to East Elmore Avenue
27			5, 8	C	PWT, WTR	$2,118,658.60	8.83%	66.29%	Authorize a contract for the reconstruction of street paving, storm drainage, water, and wastewater main improvements for Street Reconstruction Group 03-606
28			2, 14	C	PWT	$40,186.00	NA	NA	Authorize final payment to Dallas County for the design and construction of paving and storm drainage improvements at the intersection of Gaston Avenue at Munger Boulevard
29			8	C	PWT	NC	NA	NA	Authorize street paving, storm drainage, water and wastewater main improvements for Project Group 03-3003 to provide for partial payment of construction cost by assessment of abutting property owners, an estimate of the cost of the improvements & a benefit assessment to be held on November 12, 2007
30			14	C	PWT, AVI	$763,510.00	48.20%	13.54%	Authorize a contract for construction of the fuel and chemical containment system at six locations at Dallas Executive Airport with North Texas Contracting
31			14	C	PWT, AVI	$1,770,980.00	6.32%	21.70%	Authorize a contract for construction of the fuel and chemical containment systems at nine locations at Dallas Love Field with AUI Contractors, LP
32			14	C	PWT, AVI	$3,825,669.00	0.00%	33.58%	Authorize a contract for construction of the runway 13R / 31L safety area (RSA) enhancement project, including associated runway shoulder repairs and signage replacement at Dallas Love Field with EAS Contracting, LP
33			2, 14	C	PWT	GT	100.00%	7.94%	Authorize a contract for the construction of lighting improvements for the Katy Trail lighting phase of the Victory Sustainable Development Project with Dal-Ec Construction, Ltd.
34			2	C	PWT	GT	100.00%	23.57%	Authorize an increase in the contract with American Civil Constructors, Inc., for the construction of paving, drainage, and amenity improvements for the Victory Sustainable Development Project
35			7	C	PWT	$4,433.00	NA	NA	UPPR Crossings Intersecting Macon & Sunday Streets: Authorize an Interlocal Agreement with the Texas Department of Transportation for paving improvements at the Union Pacific Railroad crossings intersecting Macon & Sunday Streets with permanent barriers, a turn-around area with fencing & sidewalk improvements along the railroad right-of-way
36			7	C	PWT	NC	NA	NA	UPPR Crossings Intersecting Macon & Sunday Streets: Authorize a three-party Interlocal Agreement with Texas Department of Transportation and the Union Pacific Railroad for paving improvements at the railroad crossings intersecting Macon & Sunday Streets

AGENDA DATE October 10, 2007

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
37			All	C	SAN	$3,726,069.00	NA	NA	Authorize a twelve-month Interlocal Agreement with Dallas County for participation in the Dallas Area Household Hazardous Waste Network collection program for the period of October 1, 2007, through September 30, 2008, with an option to extend the agreement for four additional twelve-month periods
38			Outside	C	WTR	$194,620.00	100.00%	30.64%	Authorize Supplemental Agreement No. 3 to the professional services contract with Camp Dresser & McKee, Inc. to provide additional engineering design and construction phase services for the necessary miscellaneous ozone system improvements at the Elm Fork Treatment Plant
39			N/A	I	SEC	NC	N/A	N/A	Consideration of appointments to boards and commissions and the evaluation and duties of board and commission members (List of nominees is available in the City Secretary's Office)
40			2, 14	I	OFS, ECO	NC	NA	NA	Authorize the issuance and sale of up to $30,000,000 in Downtown Dallas Development Authority Contract Tax Increment Revenue Bonds for the Mercantile project improvements; approval of the Preliminary Official Statement and Bond Resolution & enacting other provisions in connection therewith
41			14	PH	DDS	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting an amendment to the development plan and conditions for Planned Development Subdistrict No. 70 for MF-2 Multiple Family Subdistrict Uses within the Oak Lawn Special Purpose District, on property bounded by Cedar Springs Road, Hawthorne Avenue, Hartford Street & the northern half of Raleigh Street
42			11	PH	DDS	NC	NA	NA	A public hearing to receive comments regarding a City Plan Commission authorized hearing to determine proper zoning on property zoned a D(A) Duplex District on the west side of Shadow Bend Drive, north of Meadow Road with consideration given to an ordinance granting a TH-1(A) Townhouse District
43			14	PH	DDS	NC	NA	NA	Municipal Setting Designation @ 2603, 2613 And 2623 Ross Avenue: A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater beneath property owned by Charter Leo, L.P. and Jefferson at Arts District, L.P. located near the intersection of Ross Avenue & Boll Street & adjacent streets rights-of-way
44			14	PH	DDS	NC	NA	NA	Municipal Setting Designation @ 2603, 2613 And 2623 Ross Avenue: An ordinance authorizing support of the issuance of a municipal setting designation to Charter Leo, L.P. and Jefferson at Arts District, L.P. by the Texas Commission on Environmental Quality & prohibiting the use of groundwater beneath the designated property as potable water
45			1, 2, 3, 4, 5, 6, 7, 8	PH	HSG	NC	NA	NA	FY 2007-08 Urban Land Bank Demonstration Program Plan: A public hearing to receive comments on the proposed City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan
46			1, 2, 3, 4, 5, 6, 7, 8	PH	HSG	NC	NA	NA	FY 2007-08 Urban Land Bank Demonstration Program Plan: Authorize approval of the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan
47			4	PH	HSG	NC	NA	NA	Private Sale of Unimproved Property: A public hearing to receive comments on the proposed private sale by quitclaim deed of the unimproved property located at 2619 Custer acquired by the taxing authorities from the Sheriff's Sale to Dallas Neighborhood Alliance for Habitat, Inc.
48			4	PH	HSG	REV $1,000	NA	NA	Private Sale of Unimproved Property: Authorize the private sale, as provided for by Section 34.015 of the Texas Property Tax Code, by quitclaim deed of the unimproved property located at 2619 Custer acquired by the taxing authorities from the Sheriff's Sale to Dallas Neighborhood Alliance for Habitat, inc. & execution of a release of non-tax liens included in the foreclosure judgment & post judgment non-tax liens

TOTAL $14,970,349.10

AGENDA ITEM # 2

KEY FOCUS AREA:	Public Safety Improvements and Crime Reduction
AGENDA DATE:	October 10, 2007
COUNCIL DISTRICT(S):	All
DEPARTMENT:	Business Development & Procurement Services Public Works & Transportation
CMO:	Dave Cook, 670-7804 Ramon F. Miguez, P.E., 670-3308
MAPSCO:	N/A

SUBJECT

Authorize a thirty-six-month master agreement for school zone flasher timing devices - Consolidated Traffic Controls, Inc. - Sole Source - Not to exceed $268,500 - Financing: Current Funds

BACKGROUND

The Public Works and Transportation Department currently maintains the scheduling and operation of over 1,200 school zone flashers in over 600 school zones located in six school districts within the City.

This master agreement will provide school zone flasher timing devices for the Public Works and Transportation Department. The timing devices will be used for replacement of existing older-technology timing devices and supply school zone timing devices for new school zones as they are built. These devices will be charged to the school districts.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On March 21, 2004, City Council authorized a thirty-six-month price agreement for school zone flasher timing devices and enclosures by Resolution #04-0987.

FISCAL INFORMATION

$ 268,500.00 - Current Funds

M/WBE INFORMATION

This a sole source procurement and requires no bidding.

ETHNIC COMPOSITION

Consolidated Traffic Controls, Inc.

Hispanic Female	2	Hispanic Male	2
Black Female	0	Black Male	0
Other Female	1	Other Male	3
White Female	7	White Male	12

BID INFORMATION

This is a sole source purchase. Consolidated Traffic Controls, Inc. is the only factory authorized provider of this equipment in Texas.

Bidder	Address	Amount of Bid
Consolidated Traffic Controls, Inc.	P. O. Box 151837 Arlington, TX 76015	$268,500.00

Note: The City Auditor has reviewed this procurement and has no objection to awarding the contract to Consolidated Traffic Controls, Inc.

OWNER

Consolidated Traffic Controls, Inc.

Dale E. Thomson, President
Jerry Priester, Vice President
Kathleen Thomson, Secretary
Kathleen Thomson, Treasurer

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize a thirty-six-month master agreement for school zone flasher timing devices - Consolidated Traffic Controls, Inc. - Sole Source - Not to exceed $268,500 - Financing: Current Funds

Consolidated Traffic Controls, Inc. is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$268,500.00	100.00%
TOTAL CONTRACT	$268,500.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
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%

October 10, 2007

WHEREAS, on March 21, 2004, City Council authorized a thirty-six-month price agreement for school zone flasher timing devices and enclosures by Resolution #04-0987;

NOW, THEREFORE,

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

Section 1. That a master agreement for the purchase of school zone flasher timing devices is authorized with Consolidated Traffic Controls, Inc. (050249), for a term of thirty-six months in an amount not to exceed $268,500.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for school zone flasher timing devices. If a written contract is required or requested for any or all purchases of school zone flasher timing devices under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the City Controller is authorized to disburse funds in an amount not to exceed $268,500.00.

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

DISTRIBUTION:

Business Development and Procurement Services, 3FS
Public Works and Transportation

AGENDA ITEM # 3

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Public Works & Transportation
Street Services

CMO: Dave Cook, 670-7804
Ramon F. Miguez, P.E., 670-3308

MAPSCO: N/A

SUBJECT

Authorize a thirty-six-month master agreement for reflective and non-reflective sheeting for signs - 3M Company, lowest responsible bidder of four - Not to exceed $371,060 - Financing: Current Funds

BACKGROUND

This master agreement will be used to purchase the reflective and non-reflective sheeting material used by Public Works and Street Services to fabricate traffic, regulatory and special signs needed throughout the City. Reflective and non-reflective sheeting material is used in the production of:

- Traffic control signs such as stop signs, speed limit signs, yield, and no turn
- Warning signs such as pedestrian crossing, school crossing, dip, and curve
- Street name signs and overhead street name signs found at signalized intersections

The Public Works and Transportation Sign Fabrication Division produces approximately 33,000 signs annually. Some signs are produced for other agencies like the City of Duncanville, City of Seagoville, City of Plano, City of Richardson, and Dallas County. These outside agencies are charged labor, materials, and overhead. The expense of signs produced as the result of a new school opening are charged to that school system with the City paying for any future maintenance.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 26, 2004, City Council authorized a thirty-six-month price agreement for reflective and non-reflective sheeting for signs by Resolution #04-1704.

FISCAL INFORMATION

$371,060.00 - Current Funds

M/WBE INFORMATION

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

74 M/WBE and non-M/WBE vendors were contacted.

The recommended awardees have fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Resolution #84-3501 as amended.

ETHNIC COMPOSITION

3M Company

Hispanic Female	605	Hispanic Male	883
Black Female	511	Black Male	849
Other Female	608	Other Male	845
White Female	10,205	White Male	19,425

BID INFORMATION

The following bids were received and opened on July 18, 2007. This master agreement is being awarded in its entirety to the lowest responsive and responsible bidder.

*Denotes successful bidder

Bidders	Address	Amount of Bid
*3M Company	3M Center Building, Box 33225 St. Paul, MN 55133-3225	$371,060.00
Nippon Carbide Industries, Inc.	12981 E. Florence Ave. Santa Fe Springs, CA 90670	$429,040.50
American Traffic Safety Materials, Inc.	P.O. Box 1449 Orange Park, FL 32067	$521,680.98
Avery Dennison Corp.	7542 N. Natchez Ave. Niles, IL 60714	$536,220.00

OWNER

3M Company

George W. Buckley, President
Michael A. Kelly, Vice President
Gregg M. Larson, Secretary
J. Yoemans, Treasurer

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize a thirty-six-month master agreement for reflective and non-reflective sheeting for signs - 3M Company, lowest responsible bidder of four - Not to exceed $371,060 - Financing: Current Funds

3M Company is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$371,060.00	100.00%
TOTAL CONTRACT	$371,060.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
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%

October 10, 2007

WHEREAS, on May 26, 2004, City Council authorized a thirty-six-month price agreement for reflective and non-reflective sheeting by Resolution #04-1704;

NOW, THEREFORE,

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

Section 1. That a master agreement for the purchase of reflective and non-reflective sheeting for signs is authorized with 3M Company (084837) for a term of thirty-six months in an amount not to exceed $371,060.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for reflective and non-reflective sheeting for signs. If a written contract is required or requested for any or all purchases of reflective and non-reflective sheeting for signs under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the City Controller is authorized to disburse funds in an amount not to exceed $371,060.00.

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

DISTRIBUTION:

Business Development and Procurement Services, 3FS
Public Works and Transportation
Street Services

AGENDA ITEM # 4

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Office of Emergency Management
Fire
Police
Communication and Information Services

CMO: Dave Cook, 670-7804
Ryan S. Evans, 670-3314
Jill A. Jordan, P.E., 670-5299

MAPSCO: N/A

SUBJECT

Authorize the purchase of an emergency notification system - Sigma Communications, LLC dba Reverse 911, most advantageous proposer of five - Not to exceed $396,624 - Financing: U. S. Department of Homeland Security Grant Funds

BACKGROUND

The emergency notification system will allow the City to quickly mobilize emergency personnel and to notify citizens of an emergency situation through the City's phone system.

The primary departments to use this system are the Office of Emergency Management, Dallas Police Department and Dallas Fire Rescue.

The proposed system would be used for two purposes. The first would be mobilization to notify special teams that are instrumental in the City's response to emergency situations. Currently, the City is in need of streamlining the process of activating both specialized teams (i.e. SWAT, USAR, Disaster Medical Strike Team, Hazmat, and emergency medical personnel) and off duty personnel. It could also be extended to notify key personnel in City departments of other emergencies such as flooding.

BACKGROUND (Continued)

The second purpose would be notification to the public of an emergency event. The notification system is a communications solution using a combination of database and GIS technologies to deliver outbound notifications in emergency situations. Public Safety organizations can quickly target a precise geographic area and saturate it with thousands of calls per hour; or a targeted group such as “all hospitals”, “all schools”, “all City Department heads”, etc. This system would allow the Dallas OEM, Fire, and Police Communications to broadcast emergency information via existing communications infrastructure (including, but not limited to, telephones, cell phones, pagers, email, TTY, etc.) to reach a geographical area and those citizens within that area. The system uses mapping and 9-1-1 data for outbound warnings/notices broadcasted in English and Spanish. The City may opt for additional languages in the future.

The emergency notification system implemented will be supported by two servers deployed in two locations; one at the City's Dallas Data Center and one at a secure remote location. These locations will be integrated to work together on mobilization or notification to maximize call throughput. The two servers will mirror each other to replicate data, to keep all call lists synchronized at all times, and provide full redundancy if one server fails. OEM and Fire & Police Communications will be authorized to activate the system. The system is capable of initiating notification sessions from remote locations via telephone, a remote desktop, or an intranet web client.

The evaluation criteria was:

- Elegance of solution - 35%
- Proposer's Capabilities, Resources, and Experience - 30%
- Total Cost of Ownership - 15%
- Compliance with published standards within the specifications - 10%
- Training - 10%

Proposals were presented to a five member selection committee. This committee was comprised of representatives from five departments from the City of Dallas organization with knowledge of the particular work areas.

- Dallas Police Department
- Office of Emergency Management
- Dallas Fire Department
- Communications and Information Services
- InterGovernmental Services

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

$396,624.00 - U. S. Department of Homeland Security Grant Funds

M/WBE INFORMATION

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

58 - M/WBE and Non-M/WBE vendors were contacted.

The recommended awardee has fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

ETHNIC COMPOSITION

Sigma Communications, LLC dba Reverse 911

Hispanic Female	2	Hispanic Male	0
Black Female	0	Black Male	3
Other Female	2	Other Male	4
White Female	22	White Male	13

PROPOSAL INFORMATION

The following proposals were received on March 8, 2007. This contract is being awarded to the most advantageous proposer. Proposal review committee consisted of representatives from DPD, OEM, CIS and IGS.

*Denotes successful proposer

Proposers	**Address**	**Score**	**Price**
*Sigma Communications, LLC dba Reverse 911	6720 Parkdale Place Indianapolis, IN 46254	83.83	$396,624.00
Avtex	9401 Jame Avenue South, Suite 180 Bloomington, MN 55431	77.00	$154,240.00

PROPOSAL INFORMATION (Continued)

Proposers	Address	Score	Price
Southwestern Bell Telephone, LP dba AT&T Datacomm	208 S. Akard St., One AT&T Plaza, 12th Floor Dallas, TX 75201	73.09	$748,035.39
Firstcall	5423 Galeria Dr. Baton Rouge, LA 70816	Non-responsive**	
Swiftreach	31 Industrial Ave. Mahwah, NJ 07430	Non-responsive**	

**Vendors Firstcall and Swiftreach were deemed non-responsive due to not meeting basic specification requirements.

OWNER

Sigma Communications, LLC dba Reverse 911

Kevin P. McCarthy, President

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize the purchase of an emergency notification system - Sigma Communications, LLC dba Reverse 911, most advantageous proposer of five - Not to exceed $396,624 - Financing: U. S. Department of Homeland Security Grant Funds

Sigma Communications, LLC dba Reverse 911 is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$396,624.00	100.00%
TOTAL CONTRACT	$396,624.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
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%

October 10, 2007

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

Section 1. That the purchase of an emergency notification system is authorized with Sigma Communications, LLC dba Reverse 911 (VS0000017332) in an amount not to exceed $396,624.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for an emergency notification system. If a formal contract is required for this purchase instead of a purchase order, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the City Controller is authorized to disburse funds, from the following appropriation, in an amount not to exceed $396,624.00:

FUND	DEPT	UNIT	OBJECT	ACTIVITY CODE	ENCUMBRANCE #
F170	CMO	0295	4760	CM02	RQS OEM 00000037936
F170	CMO	0295	4731	CM02	

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.

DISTRIBUTION:

Business Development and Procurement Services, 3FS
Office of Emergency Management
Fire
Police
Communication and Information Services

AGENDA ITEM # 5

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Water Utilities

CMO: Dave Cook, 670-7804
Ramon F. Miguez, P.E., 670-3308

MAPSCO: N/A

SUBJECT

Authorize a thirty-six-month master agreement for fasteners - D.F. Sales, lowest responsible bidder of five - Not to exceed $584,259 - Financing: Water Utilities Current Funds ($455,620), Current Funds ($128,639)

BACKGROUND

This thirty-six-month agreement will allow the purchase of various types and sizes of hardware such as, screws, nuts, bolts, washers, rivets and cotter pins.

Dallas Water Utilities uses these products for the repair of existing water and wastewater mains, the construction and installation of new water and wastewater mains and to perform daily maintenance activities on equipment. Dallas Water Utilities facilities using these products include:

- 22 Pump Stations
- 3 Water Treatment Plants and
- 2 Wastewater Plants

Additionally, other City departments use fasteners to perform daily maintenance and repairs to the City's fleet of automobiles, trucks, heavy equipment. and construction projects. These items will also be used for maintenance and repairs to buildings, bridge rails, guard rails, signs, and playground equipment.

As part of the bid process, 16 notices were sent electronically through the City's web base procurement system. In an effort to secure more bids, notifications were sent by the Business Development and Procurement Services' ResourceLINK Team to 25 chambers of commerce and 2 advocacy groups (i.e. DFW Minority Business Council and Women's Business Council – Southwest).

BACKGROUND (Continued)

Additionally, the ResourceLINK Team e-mailed the apparent awardee a list of M/WBEs to assist them with compliance of the City's GFE policy. Traditionally there has been no minority participation on this agenda item. As a result of our efforts a M/WBE will participate at 18% of the total value of the contract.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On April 14, 2004, City Council authorized a thirty-six-month master agreement for fasteners by Resolution #04-1182.

FISCAL INFORMATION

$455,620.00 - Water Utilities Current Funds
$128,639.00 - Current Funds

M/WBE INFORMATION

16 - Vendors Contacted
16 - No Response
0 - Response (Bid)
0 - Response (No Bid)
0 - Successful

300 M/WBE and Non-M/WBE vendors were contacted.

The recommended awardees have fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

ETHNIC COMPOSITION

D.F. Sales

Hispanic Female	4	Hispanic Male	0
Black Female	0	Black Male	1
Other Female	0	Other Male	0
White Female	1	White Male	3

BID INFORMATION

The following bids (BV0711) were received and opened on August 16, 2007. This master agreement is being awarded to the lowest responsive and responsible bidder.

*Denotes successful bidder

Bidder	Address	Amount of Bid
*D.F. Sales	15818 Ave C Channelview, TX 77530	Multiple Lines
All Size Bolt Co.	4308 - B Irving Blvd. Dallas, TX 75247	Multiple Lines
Fastenal Industrial & Construction	2931 Canton Street Dallas, TX 75226	Multiple Lines
MSC Industrial Supply	9225 King James Dr. Dallas, TX 75225	Multiple Lines
Screw Products International Corp.	8727 Empress Row Dallas, TX 75247	Multiple Lines

OWNER

D.F. Sales

Donald L. Fleming, Owner

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize a thirty-six-month master agreement for fasteners - D.F. Sales, lowest responsible bidder of five - Not to exceed $584,259 - Financing: Water Utilities Current Funds ($455,620), Current Funds ($128,639)

D.F. Sales is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractor.
PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$105,166.61	18.00%
Total non-local contracts	$479,092.39	82.00%
TOTAL CONTRACT	$584,259.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
Re Fastners	HFDB33783Y0308	$105,166.61	100.00%
Total Minority - Local		$105,166.61	100.00%

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$105,166.61	100.00%	$105,166.61	18.00%
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	$105,166.61	100.00%	$105,166.61	18.00%

October 10, 2007

WHEREAS, on April 14, 2004, City Council authorized a thirty-six-month master agreement for fasteners by Resolution #04-1182;

NOW, THEREFORE,

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

Section 1. That a master agreement for the purchase of fasteners is authorized with D.F. Sales (500875) for a term of thirty-six months in an amount not to exceed $584,259.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate request and documented need by a user department, to issue a purchase order for fasteners. If a written contract is required or requested for any or all purchases of fasteners under the master agreement instead of individual purchase orders, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the City Controller is authorized to disburse funds in an amount not to exceed $584,259.00.

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

DISTRIBUTION:

Business Development and Procurement Services
Water Utilities

AGENDA ITEM # 6

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Police

CMO: Thomas P. Perkins, Jr., 670-3491
Ryan S. Evans, 670-3314

MAPSCO: N/A

SUBJECT

Authorize settlement of the lawsuit styled David Holloway v. Robert Douglas Starr and Dallas Police Department, Cause No. cc-06-12408-b - Not to exceed $35,000 - Financing: Current Funds

BACKGROUND

Plaintiff is represented by attorney Susan Anne Allen.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Council was briefed in Closed Session on October 3, 2007.

FISCAL INFORMATION

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

$35,000 - Current Funds

October 10, 2007

WHEREAS, a lawsuit styled David Holloway v. Robert Douglas Starr and Dallas Police Department, Cause No. cc-06-12408-b, was filed by Plaintiff seeking compensation from the City of Dallas for damages allegedly caused by an automobile accident on August 30, 2004, involving an employee of the Dallas Police Department; and

WHEREAS, Plaintiff, David Holloway, through his attorney, Susan Anne Allen, has agreed to settle this lawsuit for the amount of $35,000; **Now, Therefore,**

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

SECTION 1. That the settlement of the lawsuit styled David Holloway v. Robert Douglas Starr and Dallas Police Department, Cause No. cc-06-12408-b, in the amount of $35,000 is hereby approved.

SECTION 2. That the City Controller is authorized to pay to David Holloway and his attorney, Susan Anne Allen, the amount of $35,000 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTATT001.

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

AGENDA ITEM # 7

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office
Police

CMO: Thomas P. Perkins, Jr., 670-3491
Ryan S. Evans, 670-3314

MAPSCO: N/A

SUBJECT

Authorize settlement of the lawsuit styled Patricia A. Wiggins and Wilson Wiggins v. City of Dallas and Edna Denise Selmon, Cause No. 06-18158-B - Not to exceed $100,000 - Financing: Current Funds

BACKGROUND

Patricia A. Wiggins is represented by Miller, Curtis and Weisbrod, and Wilson Wiggins is represented by the Law Office of Ben Abbott, P.C.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Council was briefed in Closed Session on October 3, 2007.

FISCAL INFORMATION

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

$100,000 - Current Funds

October 10, 2007

WHEREAS, a lawsuit styled Patricia A. Wiggins and Wilson Wiggins v. City of Dallas and Edna Denise Selmon, Cause No. 06-18158-B, was filed by Plaintiffs seeking compensation from the City of Dallas for damages allegedly caused by an automobile accident on September 7, 2005, involving an employee of the Dallas Police Department; and

WHEREAS, Plaintiffs, Patricia A. Wiggins, through her attorney, Miller, Curtis and Weisbrod, and Wilson Wiggins, through his attorney, the Law Office of Ben Abbott, have agreed to settle this lawsuit for the amount of $100,000; **Now, Therefore,**

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

SECTION 1. That the settlement of the lawsuit styled Patricia A. Wiggins and Wilson Wiggins v. City of Dallas and Edna Denise Selmon, Cause No. 06-18158-B, in the amount of $100,000 is hereby approved.

SECTION 2. That the City Controller is authorized to pay to Wilson Wiggins and the Law Office of Ben Abbott, and Patricia Wiggins and Miller, Curtis and Weisbrod, jointly, the amount of $98,519 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTATT001.

SECTION 3. That the City Controller is authorized to pay to Dallas Veterans Hospital, on behalf of Wilson Wiggins, the amount of $416 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTATT001.

SECTION 4. That the City Controller is authorized to pay to University of Texas Southwestern Medical Center, on behalf of Wilson Wiggins, the amount of $1,065 from Fund 0192, Department ORM, Unit 3890, Obj. 3521, Vendor CTATT001.

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.

AGENDA ITEM # 8

KEY FOCUS AREA: Education Enhancements

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 6

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 23P T

SUBJECT

An ordinance abandoning portions of a water main easement and 4 fire lane easements to the Dallas Independent School District, the abutting owner, containing approximately 57,246 square feet of land located near the intersection of Brockbank and Valley Meadow Drives - Revenue: $5,400 plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a water main easement and 4 fire lane easements to the Dallas Independent School District, the abutting owner. The area to be abandoned will be included with the properties of the abutting owner for the development of the Francisco Medrano Middle School.

The cost for this abandonment is the minimum processing fee pursuant to the Dallas City Code, therefore, no appraisal is required.

This transaction is consistent with the recommendations of the Real Estate Task Force.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: $5,400 plus the $20 ordinance publication fee

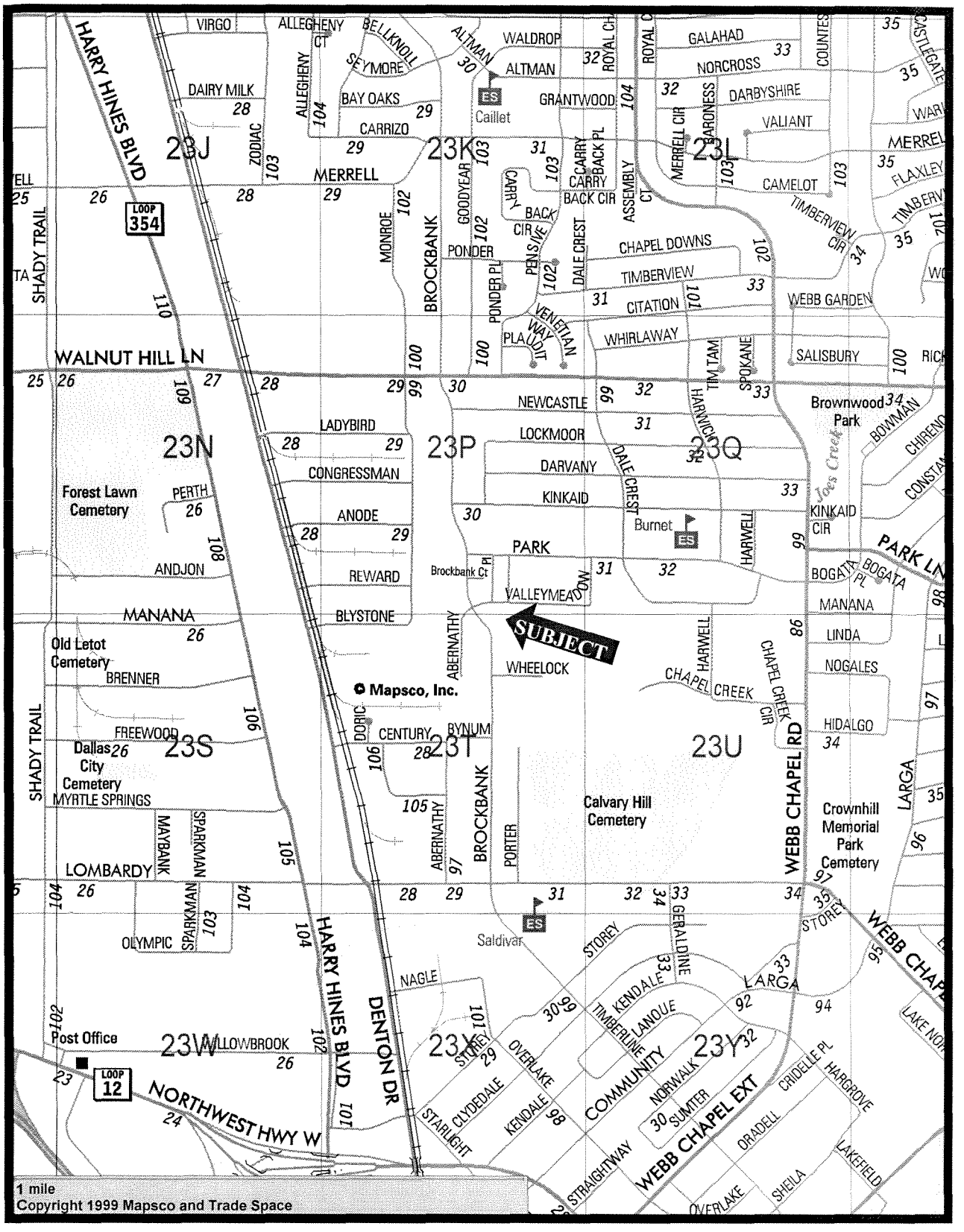
OWNER

Dallas Independent School District

Jack Lowe, Board President

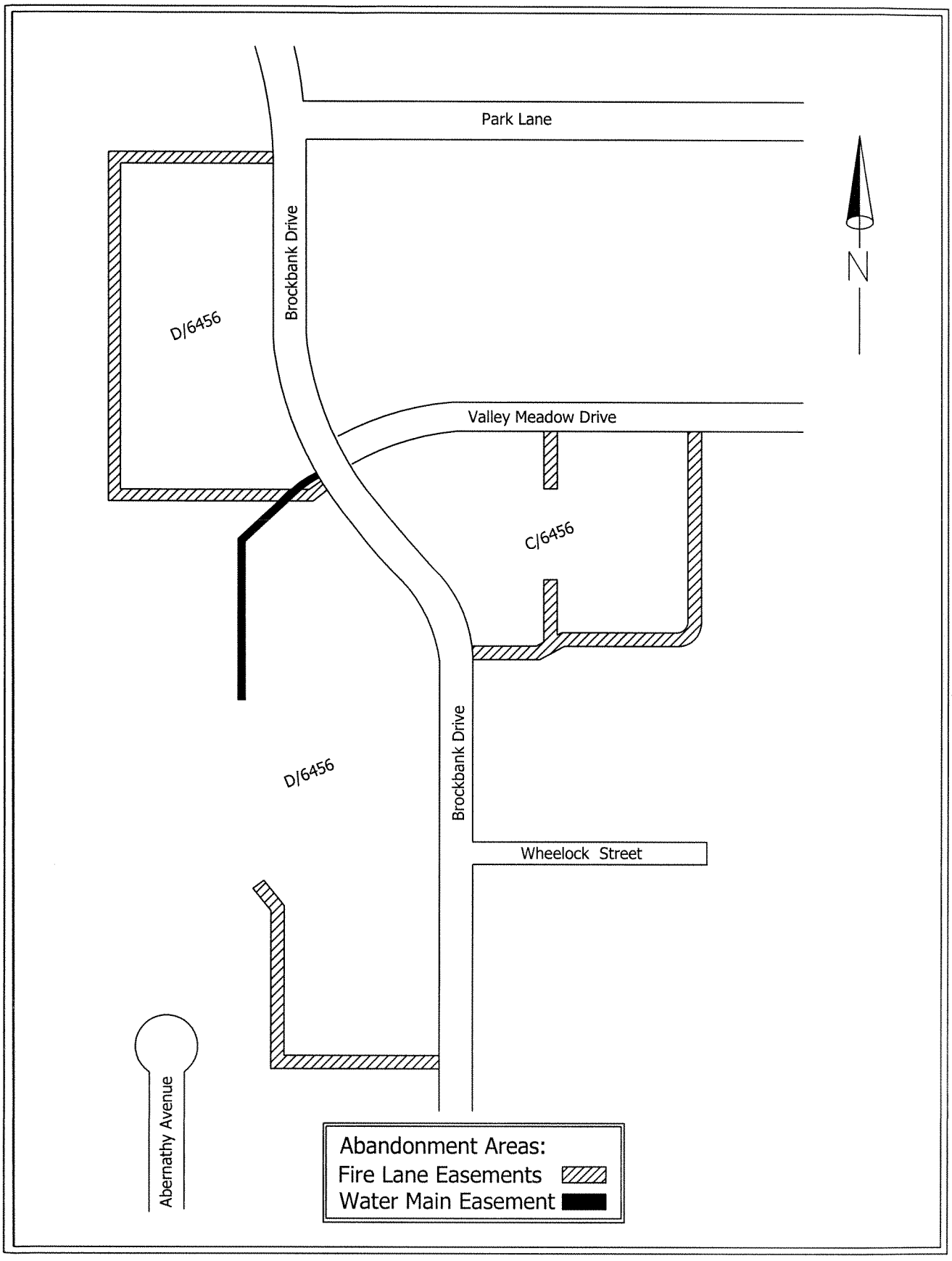
MAPS

Attached



HARRY HINES BLVD
WALNUT HILL LN
SHADY TRAIL
LOOP 354
LOOP 12
23J
23K
23L
23N
23P
23Q
23S
23T
23U
23W
23X
23Y
MERRELL
BROCKBANK
PARK
PARK LN
WEBB CHAPEL RD
WEBB CHAPEL EXT
DENTON DR
NORTHWEST HWY W
SUBJECT
Mapsco, Inc.
Caillet
Burnet
Saldivar
Forest Lawn Cemetery
Old Letot Cemetery
Dallas City Cemetery
Calvary Hill Cemetery
Crownhill Memorial Park Cemetery
Brownwood Park
Joes Creek
Post Office
1 mile
Copyright 1999 Mapsco and Trade Space

MAPSCO 23P, T


Park Lane
Brockbank Drive
D/6456
N
Valley Meadow Drive
C/6456
D/6456
Brockbank Drive
Wheelock Street
Abernathy Avenue
Abandonment Areas:
Fire Lane Easements
Water Main Easement

ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a portion of a water main easement and portions of four (4) fire lane easements, located in City Blocks C/6456 and D/6456 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to the Dallas Independent School District; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of a new easement(s) to the City of Dallas and the relocation of existing facilities; providing for the indemnification of the City of Dallas against damages arising out of the abandonments herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of the Dallas Independent School District, a governmental instrumentality, hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tracts of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said easements are no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth; Now, Therefore,

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

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tracts of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FIVE THOUSAND FOUR HUNDRED AND NO/100 ($5,400.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Section 8, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to those certain tracts or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the 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 Development Services - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold the City of Dallas whole and harmless 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 areas set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any 'hazardous substances" under the Comprehensive Environmental Response, Compensation Liability Act, 42 U.S.C. Section 9601 et seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said water main easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easement(s) to be provided by **GRANTEE** and acceptable to the Director of Development Services, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement(s) are approved by the Director of Development Services; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Development Services. All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Development Services. Deed Records of Dallas County, Texas; and the recorded instrument shall be forwarded to the City Secretary for permanent record.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, 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 Development Services, or designee shall deliver to **GRANTEE** a certified copy of this ordinance. The Director of Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

BY _____
Assistant City Attorney

THERESA O'DONNELL
Director of Development Services

BY _____
Assistant Director

Passed _____.

EXHIBIT A-TRACT 1

ABANDONMENT
10' WATER MAIN EASEMENT
Part of Lots 2, 3 and 4, Block D/6456,
Walnut Hill North Terrace
J. Matthew Survey, Abstract No. 955,
James S. Shelby Survey, Abstract No. 1354,
City of Dallas, Dallas County, Texas

BEING, a 4,423 square foot (0.101 acre) tract of land situated in the J. Matthew Survey, Abstract No. 955 and the James S. Shelby Survey, Abstract No. 1354, Dallas County, Texas; said tract being part of Lots 2, 3 and 4, Block D/6456, Walnut Hill North Terrace, an addition to the City of Dallas, Texas according to the plat recorded in Volume 305, Page 1214 of the Deed Records of Dallas County, Texas and part of that certain tract of land described as Tract I in Special Warranty Deed to the Dallas Independent School District recorded in Instrument Number 200600050106 of said Deed Records; said tract also being all of that certain tract of land described as Water Main Easement in Instrument to the City of Dallas, Texas recorded in Volume 68176, Page 1295 of said Deed Records; said 4,423 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of North 39 degrees, 29 minutes, 44 seconds West for the southwest right-of-way line of Brockbank Drive according to the said Special Warranty Deed):

COMMENCING, at a point in the said southwest line of Brockbank Drive (a variable width right-of-way, 60 feet wide at this point) at the southeast corner of said Lot 4 and the northeast corner of said Lot 3; said point also being in a non-tangent curve to the right;

THENCE, in a northwesterly direction, along the said west line of Brockbank Drive, the east line of said Lot 4 and said curve to the right, having a central angle of 07 degrees, 03 minutes, 14 seconds, a radius of 530.00 feet, a chord bearing and distance of North 32 degrees, 14 minutes, 07 seconds West, 65.21 feet, an arc distance of 65.25 feet to the POINT OF BEGINNING;

THENCE, South 62 degrees, 00 minutes, 01 seconds West, departing the said west line of Brockbank drive and the east line of said Lot 4, a distance of 13.28 feet to the beginning of a tangent curve to the left;

THENCE, in a southwesterly direction, along said curve to the left, having a central angle of 16 degrees, 47 minutes, 01 seconds, a radius of 195.00 feet, a chord bearing and distance of South 53 degrees, 36 minutes, 30 seconds West, 56.92 feet, an arc distance of 57.12 feet to the end of said curve;

THENCE, South 45 degrees, 13 minutes, 00 seconds West, at a distance of 20.74 feet passing the south line of said Lot 4 and the north line of said lot 3, continuing in all a total distance of 83.43 feet to an angle point;

THENCE, South 00 degrees, 13 minutes, 00 seconds West, at a distance of 210.93 feet passing the south line of said Lot 3 and the north line of said Lot 2, continuing in all a total distance of 282.93 feet to a point for corner;

THENCE, North 89 degrees, 47 minutes, 00 seconds West, a distance of 10.00 feet to a point for corner;

REVIEWED BY
02.26.2007

EXHIBIT A-TRACT 1

ABANDONMENT
10' WATER MAIN EASEMENT
(Continued)

THENCE, North 00 degrees, 13 minutes, 00 seconds East, at a distance of 72.00 feet passing the said north line of Lot 2 and the said south line of Lot 3, continuing in all a total distance of 287.07 feet to an angle point;

THENCE, North 45 degrees, 13 minutes, 00 seconds East, at a distance of 56.86 feet passing the said north line of Lot 3 and the said south line of Lot 4, continuing in all a total distance of 87.57 feet to the beginning of a tangent curve to the right;

THENCE, in a northeasterly direction, along said curve to the right, having a central angle of 16 degrees, 47 minutes, 01 seconds, a radius of 205.00 feet, a chord bearing and distance of North 53 degrees, 36 minutes, 30 seconds East, 59.84 feet, an arc distance of 60.05 feet to the end of said curve;

THENCE, North 62 degrees, 00 minutes, 01 seconds East, a distance of 13.25 feet to a point for corner in the said southwest line of Brockbank Drive and the said east line of Lot 4; said point also being in a non-tangent curve to the left;

THENCE, in a southeasterly direction, along the said southwest line of Brockbank Drive, the said east line of Lot 4 and said curve to the left, having a central angle of 01 degrees, 04 minutes, 51 seconds, a radius of 530.00 feet, a chord bearing and distance of South 28 degrees, 10 minutes, 04 seconds East, 10.00 feet, an arc distance of 10.00 feet to the POINT OF BEGINNING;

CONTAINING, 4,423 square feet or 0.101 acres of land, more or less.

(A survey plat of even date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

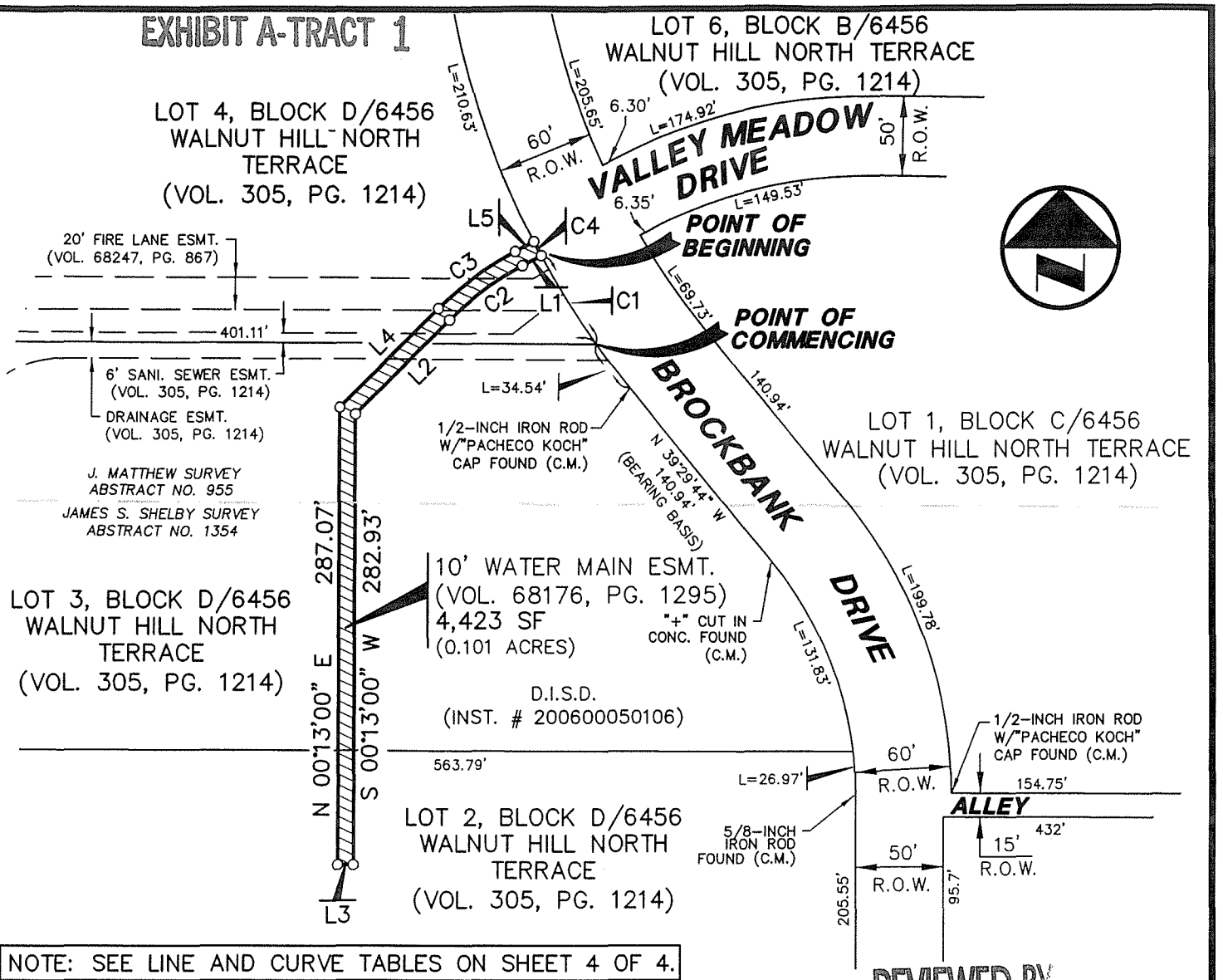
11/30/06

Michael C. Clover Date
Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

STATE OF TEXAS
REGISTERED
MICHAEL C. CLOVER
5225
PROFESSIONAL
LAND SURVEYOR

REVIEWED BY
02.26.2007

EXHIBIT A-TRACT 1



NOTE: SEE LINE AND CURVE TABLES ON SHEET 4 OF 4.

REVIEWED BY
12.26.2007

NOTES:

1. Bearing system for this survey is based on a bearing of North 39 degrees, 29 minutes, 44 seconds West for the southwest right-of-way line of Brockbank Drive (a variable width right-of-way, 60 feet wide at this point) according to the Special Warranty Deed to the Dallas Independent School District recorded in Instrument No. 200600050106 of the Deed Records of Dallas County, Texas.

2. A legal description of even survey date herewith accompanies this plat of survey.

0 50 100 200

GRAPHIC SCALE IN FEET

LEGEND	
———	PROPERTY LINE
———	ABANDONMENT LINE
(C.M.) –	CONTROLLING MONUMENT
D.I.S.D. –	DALLAS INDEPENDENT SCHOOL DISTRICT
○	POINT FOR CORNER (NOTHING SET)

The undersigned, a Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

STATE OF TEXAS
REGISTERED
MICHAEL C. CLOVER
5225
PROFESSIONAL
LAND SURVEYOR

11/30/06

Michael C. Clover — Date
Registered Professional Land Surveyor
No. 5225

ABANDONMENT
10' WATER MAIN EASEMENT

PART OF LOTS 2, 3 AND 4, BLOCK D/6456,
WALNUT HILL NORTH TERRACE
J. MATTHEW SURVEY, ABSTRACT NO. 955,
JAMES S. SHELBY SURVEY, ABSTRACT NO. 1354,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 4

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RGM	MCC	1"=100'	NOV. 2006	2438-06.046

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DWG FILE: 2438-06.046E6.DWG

EXHIBIT A-TRACT 1

CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	07°03'14"	530.00'	65.25'	32.67'	N 32°14'07" W	65.21'
C2	16°47'01"	195.00'	57.12'	28.77'	S 53°36'30" W	56.92'
C3	16°47'01"	205.00'	60.05'	30.24'	N 53°36'30" E	59.84'
C4	01°04'51"	530.00'	10.00'	5.00'	S 28°10'04" E	10.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 62°00'01" W	13.28'
L2	S 45°13'00" W	83.43'
L3	N 89°47'00" W	10.00'
L4	N 45°13'00" E	87.57'
L5	N 62°00'01" E	13.25'

REVIEWED BY
02.26.2007

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RGM	MCC	N/A	NOV. 2006	2438-06.046

ABANDONMENT
10' WATER MAIN EASEMENT

PART OF LOTS 2, 3 AND 4, BLOCK D/6456,
WALNUT HILL NORTH TERRACE
J. MATTHEW SURVEY, ABSTRACT NO. 955,
JAMES S. SHELBY SURVEY, ABSTRACT NO. 1354,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 4 OF 4

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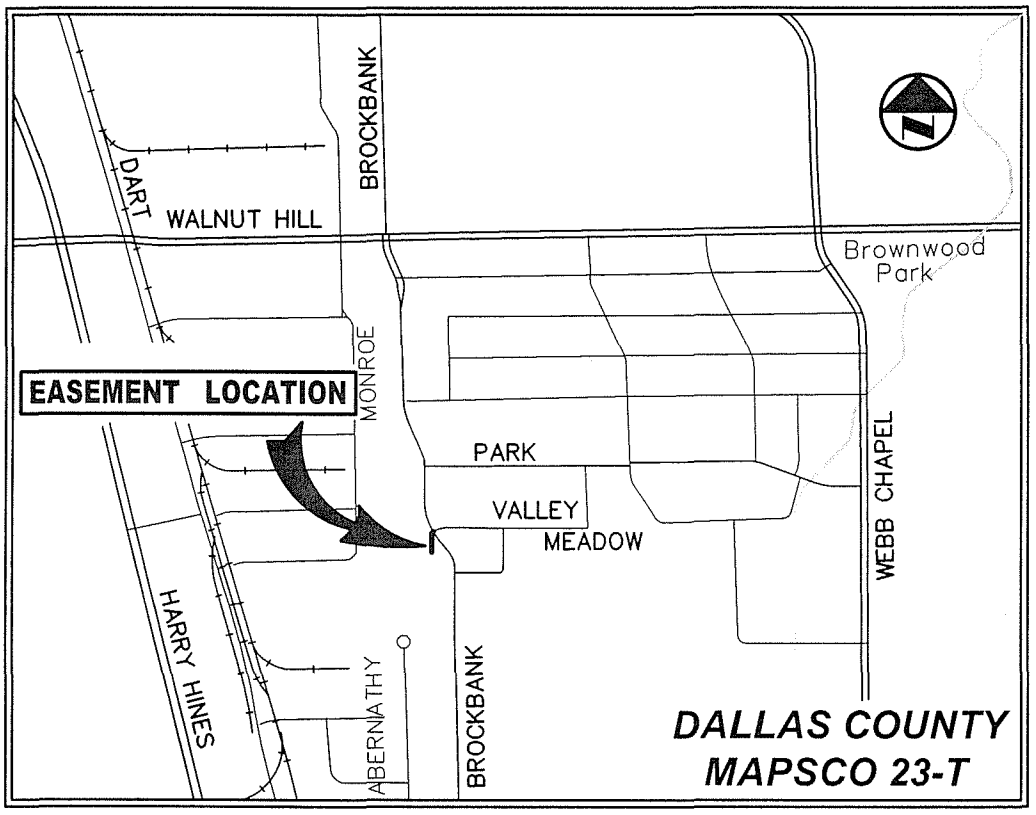
DWG FILE: 2438-06.046E6.DWG

EXHIBIT A-TRACT 1



VICINITY MAP

(NOT TO SCALE)

EXHIBIT A-TRACT 2

ABANDONMENT
20' FIRE LANE EASEMENT
Part of Lot 1, Block D/6456,
Walnut Square No. 3
James S. Shelby Survey, Abstract No. 1354,
City of Dallas, Dallas County, Texas

BEING, an 11,294 square foot (0.259 acre) tract of land situated in the James S. Shelby Survey, Abstract No. 1354, Dallas County, Texas; said tract being part of Lot 1, Block D/6456, Walnut Square No. 3, an addition to the City of Dallas, Texas according to the plat recorded in Volume 68178, Page 1985 of the Deed Records of Dallas County, Texas and part of that certain tract of land described as Tract I in Special Warranty Deed to the Dallas Independent School District recorded in Instrument Number 200600050106 of said Deed Records; said tract also being all of that certain tract of land described in Fire Lane Easement to the City of Dallas, Texas recorded in Volume 69120, Page 921 of said Deed Records; said 11,294 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of South 00 degrees, 02 minutes, 06 seconds West for the west right-of-way line of Brockbank Drive according to the said Special Warranty Deed):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the north line of Lot 19, Block 2A/6451, Roselawn, an addition to the City of Dallas, Texas according to the plat recorded in Volume 3, Page 171 of the Map Records of Dallas County, Texas; said point being the southeast corner of said Lot 1 and in the said west line of Brockbank Drive (a variable width right-of-way, 55 feet wide at this point); said point also being North 89 degrees, 54 minutes, 19 seconds West, a distance of 5.00 feet from the northeast corner of said Lot 19;

THENCE, North 89 degrees, 54 minutes, 19 seconds West, departing the said west line of Brockbank Drive and along the said north line of Lot 19 and the south line of said Lot 1, a distance of 271.00 feet to a point for corner;

THENCE, North 00 degrees, 13 minutes, 00 seconds West, departing the said north line of Lot 19 and the said south line of Lot 1, a distance of 259.25 feet to an angle point;

THENCE, North 39 degrees, 21 minutes, 38 seconds West, a distance of 47.24 feet to point for corner;

THENCE, North 50 degrees, 38 minutes, 22 seconds East, a distance of 20.00 feet to a point for corner;

THENCE, South 39 degrees, 21 minutes, 38 seconds East, a distance of 54.36 feet to an angle point;

THENCE, South 00 degrees, 13 minutes, 00 seconds East, a distance of 246.47 feet to a point for corner;

REVIEWED BY
02.26.2007

ABANDONMENT
20' FIRE LANE EASEMENT
(Continued)

EXHIBIT A-TRACT 2

THENCE, South 89 degrees, 54 minutes, 19 seconds East, a distance of 251.09 feet to a point for corner in the said west line of Brockbank Drive and the east line of said Lot 1;

THENCE, South 00 degrees, 02 minutes, 06 seconds West, along the said west line of Brockbank Drive and the said east line of Lot 1, a distance of 20.00 feet to the POINT OF BEGINNING;

CONTAINING, 11,294 square feet or 0.259 acres of land, more or less.

(A survey plat of even date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

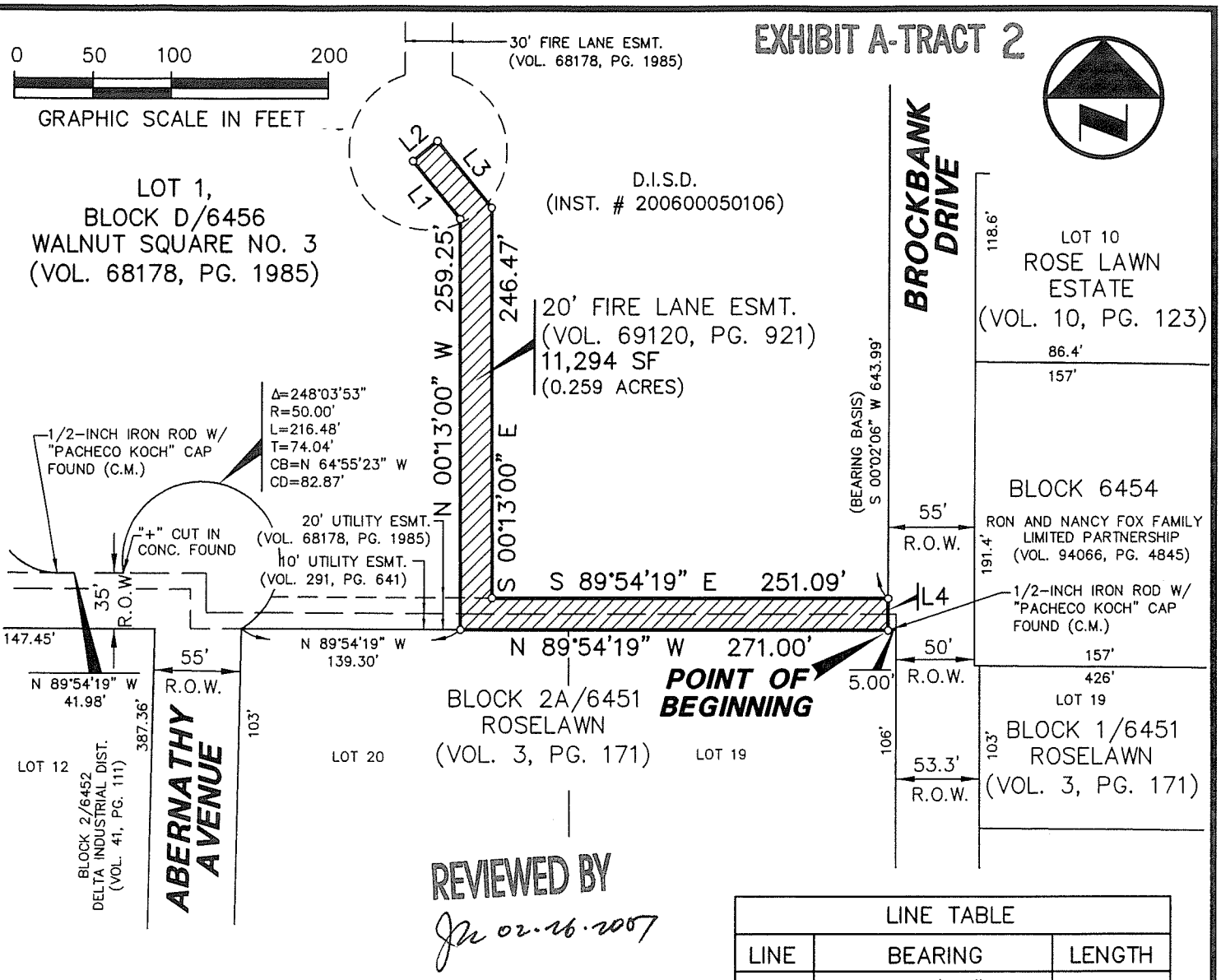
11/30/06

Michael C. Clover Date
Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

STATE OF TEXAS
REGISTERED
MICHAEL C. CLOVER
5225
PROFESSIONAL
LAND SURVEYOR

REVIEWED BY
02.26.2007

EXHIBIT A-TRACT 2



REVIEWED BY
02.16.2007

NOTES:

1. Bearing system for this survey is based on a bearing of South 00 degrees, 02 minutes, 06 seconds West for the west right-of-way line of Brockbank Drive (a variable width right-of-way) according to the Special Warranty Deed to the Dallas Independent School District recorded in Instrument No. 200600050106 of the Deed Records of Dallas County, Texas.

2. A legal description of even survey date herewith accompanies this plat of survey.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 39°21'38" W	47.24'
L2	N 50°38'22" E	20.00'
L3	S 39°21'38" E	54.36'
L4	S 00°02'06" W	20.00'

LEGEND	
———	PROPERTY LINE
———	ABANDONMENT LINE
(C.M.) –	CONTROLLING MONUMENT
D.I.S.D. –	DALLAS INDEPENDENT SCHOOL DISTRICT
○	POINT FOR CORNER (NOTHING SET)

The undersigned, a Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

STATE OF TEXAS
REGISTERED
MICHAEL C. CLOVER
5225
PROFESSIONAL
LAND SURVEYOR

11/30/06

Michael C. Clover Date
Registered Professional Land Surveyor
No. 5225

ABANDONMENT
20' FIRE LANE EASEMENT

PART OF LOT 1, BLOCK D/6456,
WALNUT SQUARE NO. 3
JAMES S. SHELBY SURVEY, ABSTRACT NO. 1354,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 3

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RGM	MCC	1"=100'	NOV. 2006	2438-06.046

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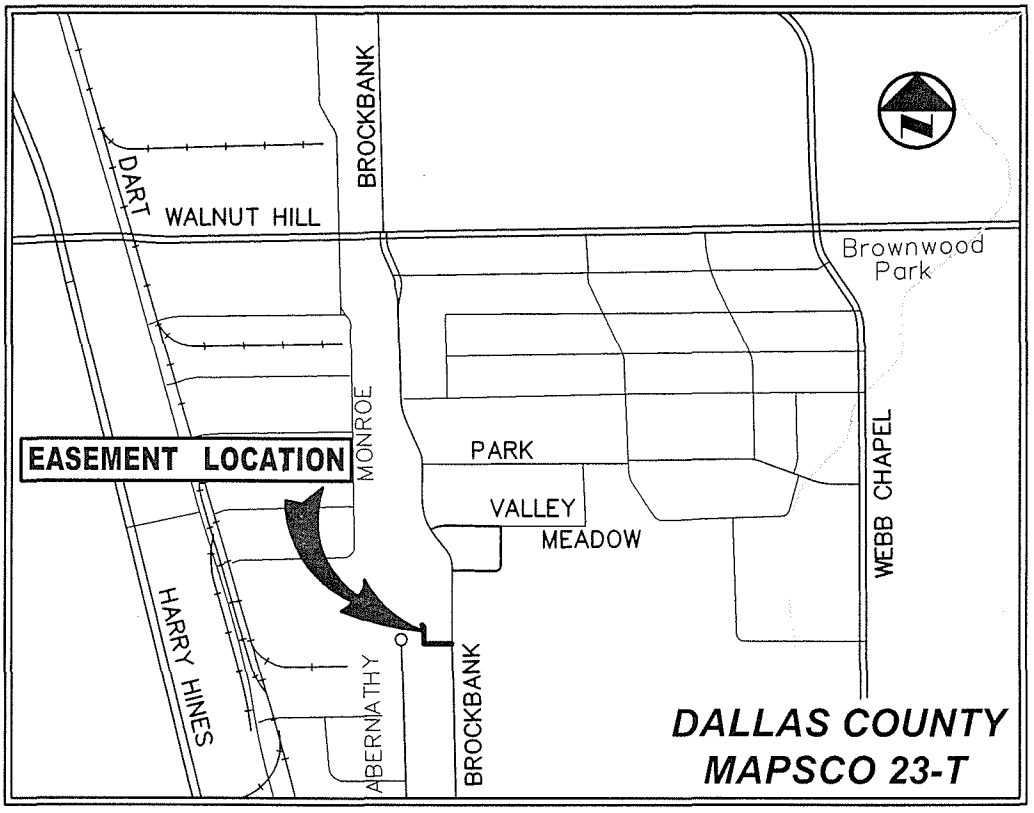
DWG FILE: 2438-06.046E4.DWG

EXHIBIT A-TRACT 2



VICINITY MAP

(NOT TO SCALE)

EXHIBIT A-TRACT 3

ABANDONMENT
20' FIRE LANE EASEMENT
Part of Lots 4 and 5, Block D/6456,
Walnut Hill North Terrace
J. Matthew Survey, Abstract No. 955,
City of Dallas, Dallas County, Texas

BEING, a 23,063 square foot (0.529 acre) tract of land situated in the J. Matthew Survey, Abstract No. 955, Dallas County, Texas; said tract being part of Lots 4 and 5, Block D/6456, Walnut Hill North Terrace, an addition to the City of Dallas, Texas according to the plat recorded in Volume 305, Page 1214 of the Deed Records of Dallas County, Texas, part of that certain tract of land described as Tract I in Special Warranty Deed to the Dallas Independent School District recorded in Instrument Number 200600050106 of said Deed Records and part of that certain tract of land described in Special Warranty Deed to the Dallas Independent School District recorded in Instrument Number 200600165655 of said Deed Records; said tract also being all of that certain tract of land described in Fire Lane Easement to the City of Dallas, Texas recorded in Volume 68247, Page 867 of said Deed Records; said 23,063 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of South 00 degrees, 13 minutes, 00 seconds West for the west right-of-way line of Brockbank Drive according to the said plat of Walnut Hill North Terrace):

COMMENCING, at a 1/2-inch iron rod with "Pacheco Koch" cap found in the said west line of Brockbank Drive (a 60-foot wide right-of-way); said point being the northeast corner of said Lot 5 and the southeast corner of Lot 6 of said Block D/6456; said point also being in a non-tangent curve to the right;

THENCE, in a southerly direction, along the said west line of Brockbank Drive, the east line of said Lot 5 and said curve to the right, having a central angle of 01 degrees, 50 minutes, 23 seconds, a radius of 639.24 feet, a chord bearing and distance of South 01 degrees, 55 minutes, 29 seconds East, 20.52 feet, an arc distance of 20.53 feet to the POINT OF BEGINNING;

THENCE, in a southerly direction, continuing along the said west line of Brockbank Drive and the said east line of Lot 5, the following two (2) calls:

> Continuing along said curve to the right, having a central angle of 01 degrees, 13 minutes, 17 seconds, a radius of 639.24 feet, a chord bearing and distance of South 00 degrees, 23 minutes, 39 seconds East, 13.63 feet, an arc distance of 13.63 feet to the end of said curve;
>
> South 00 degrees, 13 minutes, 00 seconds West, a distance of 6.37 feet to a point for corner;

THENCE, North 89 degrees, 47 minutes, 00 seconds West, departing the said west line of Brockbank Drive and the said east line of Lot 5, a distance of 258.50 feet to a point for corner;

THENCE, South 00 degrees, 13 minutes, 00 seconds West, at a distance of 259.49 feet passing the south line of said Lot 5 and the north line of said Lot 4, continuing in all a total distance of 519.02 feet to a point for corner;

THENCE, South 89 degrees, 42 minutes, 28 seconds East, a distance of 319.47 feet to an angle point;

REVIEWED BY 02.26.2007

ABANDONMENT
20' FIRE LANE EASEMENT
(Continued)

EXHIBIT A-TRACT 3

THENCE, North 59 degrees, 16 minutes, 15 seconds East, a distance of 11.59 feet to a point for corner in the said west line of Brockbank Drive and in the east line of said Lot 4; said point also being in a non-tangent curve to the left;

THENCE, in a southeasterly direction, along the said west line of Brockbank Drive, the said east line of Lot 4 and said curve to the left, having a central angle of 01 degrees, 56 minutes, 10 seconds, a radius of 530.00 feet, a chord bearing and distance of South 30 degrees, 43 minutes, 52 seconds East, 17.91 feet, an arc distance of 17.91 feet to a point for corner;

THENCE, South 52 degrees, 20 minutes, 50 seconds West, departing the said west line of Brockbank Drive and the said east line of Lot 4, a distance of 17.28 feet to an angle point;

THENCE, North 89 degrees, 42 minutes, 28 seconds West, a distance of 344.98 feet to a point for corner;

THENCE, North 00 degrees, 13 minutes, 00 seconds East, at a distance of 279.51 passing the said south line of Lot 5 and the said north line of Lot 4, continuing in all a total distance of 559.00 feet to a point for corner;

THENCE, South 89 degrees, 47 minutes, 00 seconds East, a distance of 278.35 feet to the POINT OF BEGINNING;

CONTAINING, 23,063 square feet or 0.529 acres of land, more or less.

(A survey plat of even date herewith accompanies this description.)

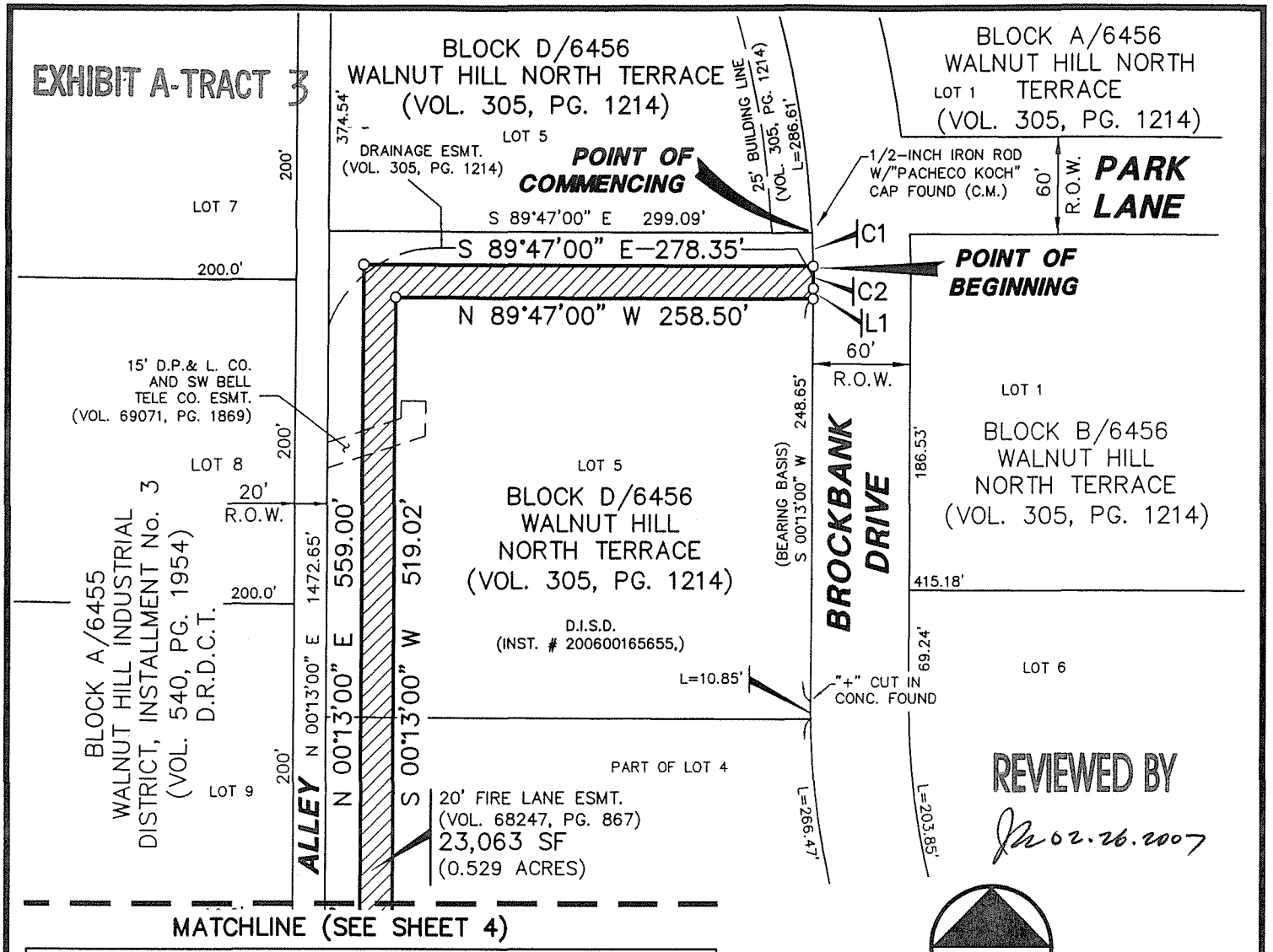
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

11/30/06

Michael C. Clover Date
Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

STATE OF TEXAS REGISTERED MICHAEL C. CLOVER 5225 PROFESSIONAL LAND SURVEYOR

REVIEWED BY
02.26.2007



NOTE: SEE LINE AND CURVE TABLES ON SHEET 4 OF 4

NOTES:

1. Bearing system for this survey is based on a bearing of South 00 degrees, 13 minutes, 00 seconds West for the west right-of-way line of Brockbank Drive (a 60-foot wide right-of-way) according to the plat of Walnut Hill North Terrace, an addition to the City of Dallas, Texas recorded in Volume 305, Page 1214 of the Deed Records of Dallas County, Texas.

2. A legal description of even survey date herewith accompanies this plat of survey.

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GRAPHIC SCALE IN FEET

LEGEND	
———	PROPERTY LINE
———	ABANDONMENT LINE
(C.M.) –	CONTROLLING MONUMENT
D.I.S.D. –	DALLAS INDEPENDENT SCHOOL DISTRICT
O	POINT FOR CORNER (NOTHING SET)

The undersigned, a Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

STATE OF TEXAS
REGISTERED
MICHAEL C. CLOVER
5225
PROFESSIONAL
LAND SURVEYOR

11/30/06

Michael C. Clover Date
Registered Professional Land Surveyor
No. 5225

ABANDONMENT
20' FIRE LANE EASEMENT

PART OF LOTS 4 AND 5, BLOCK D/6456,
WALNUT HILL NORTH TERRACE
J. MATTHEW SURVEY, ABSTRACT NO. 955,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 4

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RGM	MCC	1"=100'	NOV. 2006	2438-06.046

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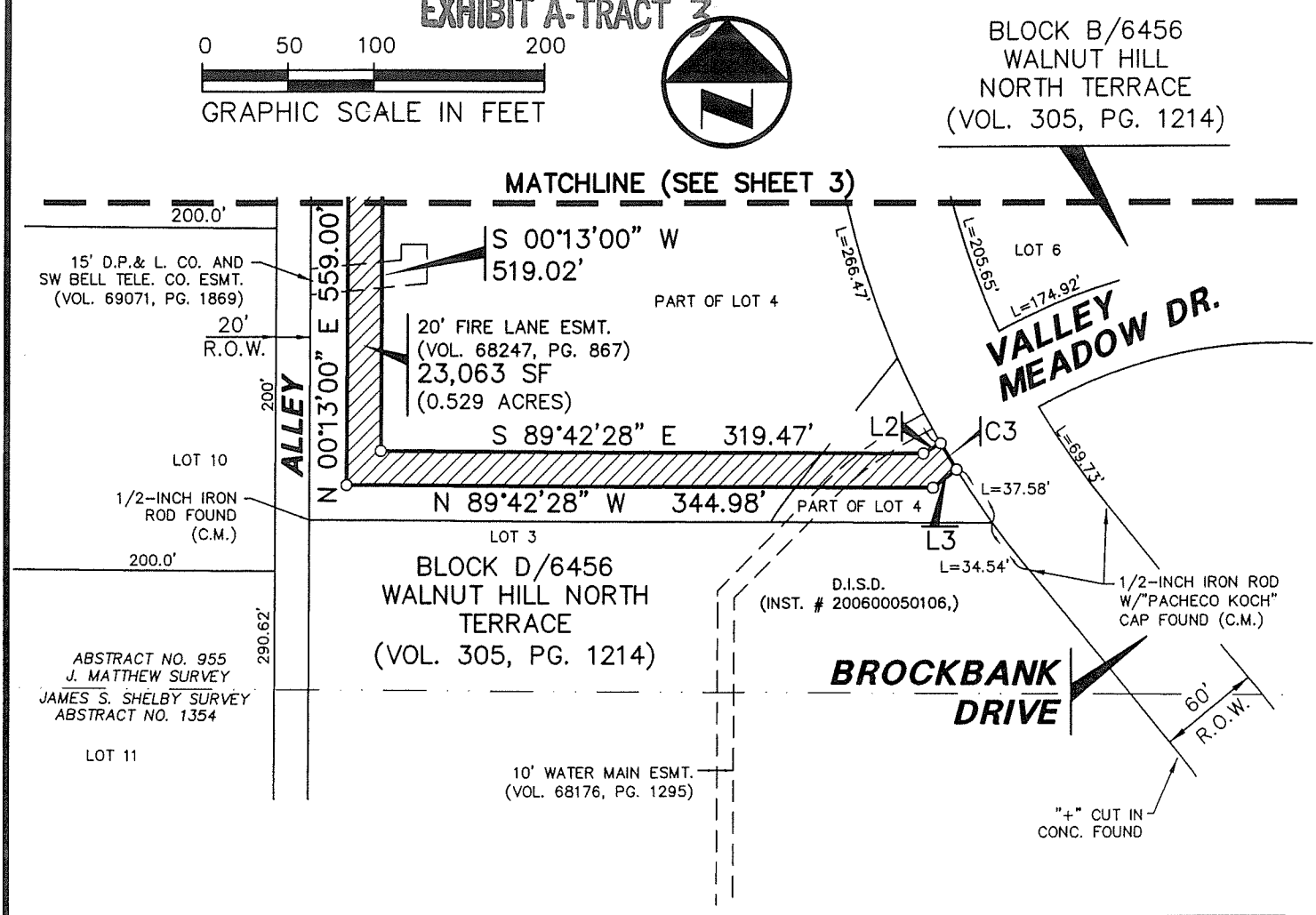
EXHIBIT A-TRACT 3



CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	01°50'23"	639.24'	20.53'	10.26'	S 01°55'29" E	20.52'
C2	01°13'17"	639.24'	13.63'	6.81'	S 00°23'39" E	13.63'
C3	01°56'10"	530.00'	17.91'	8.96'	S 30°43'52" E	17.91'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 00°13'00" W	6.37'
L2	N 59°16'15" E	11.59'
L3	S 52°20'50" W	17.28'

LEGEND	
———	PROPERTY LINE
———	ABANDONMENT LINE
(C.M.) –	CONTROLLING MONUMENT
D.I.S.D. –	DALLAS INDEPENDENT SCHOOL DISTRICT
O	POINT FOR CORNER (NOTHING SET)

REVIEWED BY
02.26.2007

ABANDONMENT
20' FIRE LANE EASEMENT

PART OF LOTS 4 AND 5, BLOCK D/6456,
WALNUT HILL NORTH TERRACE
J. MATTHEW SURVEY, ABSTRACT NO. 955,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 4 OF 4

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RGM	MCC	1"=100'	NOV. 2006	2438-06.046

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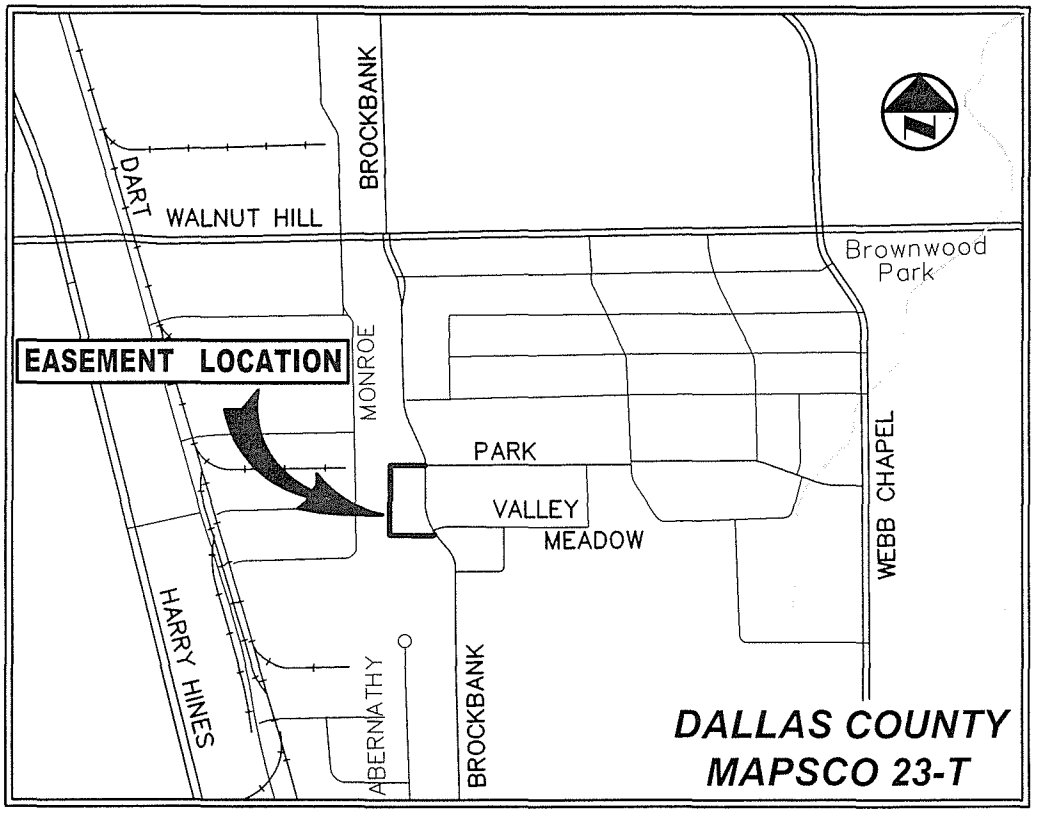
EXHIBIT A-TRACT 3



VICINITY MAP

(NOT TO SCALE)

ABANDONMENT
20' FIRE LANE EASEMENT
Part of Lot 1, Block C/6456,
Walnut Hill North Terrace
J. Matthew Survey, Abstract No. 955,
City of Dallas, Dallas County, Texas

EXHIBIT A-TRACT 4

BEING, a 2,000 square foot (0.046 acre) tract of land situated in the J. Matthew Survey, Abstract No. 955, Dallas County, Texas; said tract being part of Lot 1, Block C/6456, Walnut Hill North Terrace, an addition to the City of Dallas, Texas according to the plat recorded in Volume 305, Page 1214 of the Deed Records of Dallas County, Texas and part of that certain tract of land described as Tract II in Special Warranty Deed to the Dallas Independent School District recorded in Instrument Number 200600050106 of said Deed Records; said tract also being all of that certain tract of land described as Tract No. 3 in Fire Lane Easement to the City of Dallas, Texas recorded in Volume 68083, Page 719 of said Deed Records; said 2,000 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of North 39 degrees, 29 minutes, 44 seconds West for the northeast right-of-way line of Brockbank Drive according to said Special Warranty Deed):

COMMENCING, at a "+" cut in concrete found at the intersection of the south right-of-way line of Valley Meadow Drive (a 50-foot wide right-of-way) and the said northeast line of Brockbank Drive (a variable width right-of-way, 60 feet wide at this point); said point also being the northwest corner of said Lot 1:

THENCE, along the said south line of Valley Meadow Drive and the north line of said Lot 1, the following three (3) calls:

North 62 degrees, 17 minutes, 52 seconds East, a distance of 6.35 feet to a "+" cut in concrete found at the beginning of a tangent curve to the right;

In a northeasterly direction, along said curve to the right, having a central angle of 28 degrees, 43 minutes, 55 seconds, a radius of 298.19 feet, a chord bearing and distance of North 76 degrees, 39 minutes, 49 seconds East, 147.97 feet, an arc distance of 149.53 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the end of said curve;

South 88 degrees, 58 minutes, 13 seconds East, a distance of 166.74 feet to the POINT OF BEGINNING;

THENCE, South 88 degrees, 58 minutes, 13 seconds East, continuing along the said south line of Valley Meadow Drive and the said north line of Lot 1, a distance of 20.00 feet to a point for corner;

THENCE, South 01 degrees, 01 minutes, 47 seconds West, departing the said south line of Valley Meadow Drive and the said north line of Lot 1, a distance of 100.00 feet to a point for corner;

REVIEWED BY
02.26.2007

ABANDONMENT
20' FIRE LANE EASEMENT
(Continued)

EXHIBIT A-TRACT 4

THENCE, North 88 degrees, 58 minutes, 13 seconds West, a distance of 20.00 feet to a point for corner;

THENCE, North 01 degrees, 01 minutes, 47 seconds East, a distance of 100.00 feet to the POINT OF BEGINNING;

CONTAINING, 2,000 square feet or 0.046 acres of land, more or less.

(A survey plat of even date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

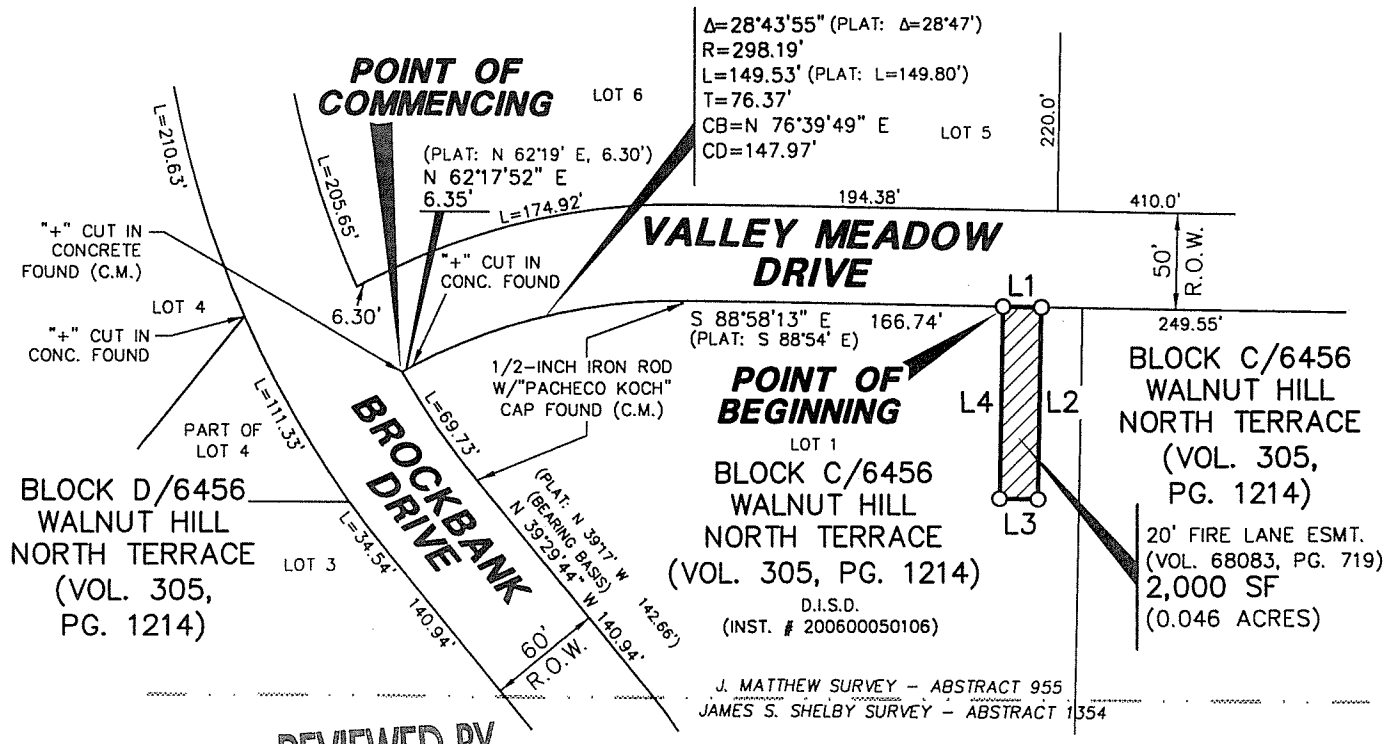
11/30/06

Michael C. Clover Date
Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

STATE OF TEXAS REGISTERED MICHAEL C. CLOVER 5225 PROFESSIONAL LAND SURVEYOR

REVIEWED BY
02.26.2007

EXHIBIT A-TRACT 4



REVIEWED BY
02.26.2007

NOTES:

1. Bearing system for this survey is based on a bearing of North 39 degrees, 29 minutes, 44 seconds West for the northeast right-of-way line of Brockbank Drive (a 60-foot wide right-of-way) according to the Special Warranty Deed to the Dallas Independent School District recorded in Instrument No. 200600050106 of the Deed Records of Dallas County, Texas.

2. A legal description of even survey date herewith accompanies this plat of survey.

LEGEND	
———	PROPERTY LINE
═══	ABANDONMENT LINE
(C.M.) –	CONTROLLING MONUMENT
D.I.S.D. –	DALLAS INDEPENDENT SCHOOL DISTRICT
O	POINT FOR CORNER (NOTHING SET)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 88°58'13" E	20.00'
L2	S 01°01'47" W	100.00'
L3	N 88°58'13" W	20.00'
L4	N 01°01'47" E	100.00'

The undersigned, a Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

STATE OF TEXAS
REGISTERED
MICHAEL C. CLOVER
5225
PROFESSIONAL
LAND SURVEYOR

11/30/06

Michael C. Clover Date
Registered Professional Land Surveyor
No. 5225

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RGM	MCC	1"=100'	NOV. 2006	2438-06.046

ABANDONMENT
20' FIRE LANE EASEMENT

PART OF LOT 1, BLOCK C/6456,
WALNUT HILL NORTH TERRACE
J. MATTHEW SURVEY, ABSTRACT NO. 955,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 3

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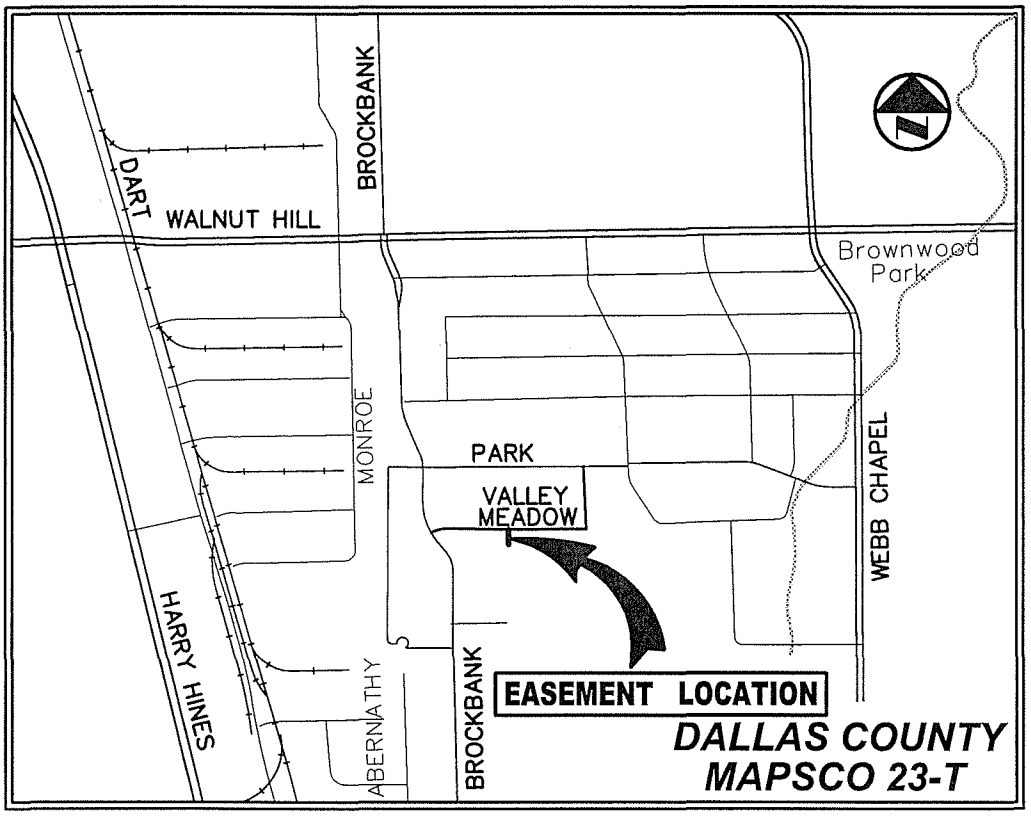
EXHIBIT A-TRACT 4



VICINITY MAP

(NOT TO SCALE)

EXHIBIT A-TRACT 5

ABANDONMENT
20' FIRE LANE EASEMENT
Part of Lots 1 and 2, Block C/6456,
Walnut Hill North Terrace
J. Matthew Survey, Abstract No. 955
James S. Shelby Survey, Abstract No. 1354
City of Dallas, Dallas County, Texas

BEING, a 16,466 square foot (0.378 acre) tract of land situated in the J. Matthew Survey, Abstract No. 955 and the James S. Shelby Survey, Abstract No. 1354, Dallas County, Texas; said tract being part of Lots 1 and 2, Block C/6456, Walnut Hill North Terrace, an addition to the City of Dallas, Texas according to the plat recorded in Volume 305, Page 1214 of the Deed Records of Dallas County, Texas and part of that certain tract of land described as Tract II in Special Warranty Deed to the Dallas Independent School District recorded in Instrument Number 200600050106 of said Deed Records; said tract also being all of those certain tracts of land described as Tract No. 1 and Tract No. 2 in Fire Lane Easement to the City of Dallas, Texas recorded in Volume 68083, Page 719 of said Deed Records; said 16,466 square foot tract being more particularly described as follows (bearing system for this survey is based on a bearing of North 39 degrees, 29 minutes, 44 seconds West for the northeast right-of-way line of Brockbank Drive according to said Special Warranty Deed):

COMMENCING, at a "+" cut in concrete found at the intersection of the south right-of-way line of Valley Meadow Drive (a 50-foot wide right-of-way) and the said northeast line of Brockbank Drive (a variable width right-of-way, 60 feet wide at this point); said point being the northwest corner of said Lot 1:

THENCE, along the said south line of Valley Meadow Drive and the north line of said Lots 1 and 2, the following three (3) calls:

> North 62 degrees, 17 minutes, 52 seconds East, a distance of 6.35 feet to a "+" cut in concrete found at the beginning of a tangent curve to the right;
>
> In northeasterly direction, along said curve to the right, having a central angle of 28 degrees, 43 minutes, 55 seconds, a radius of 298.19 feet, a chord bearing and distance of North 76 degrees, 39 minutes, 49 seconds East, 147.97 feet, an arc distance of 149.53 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found at the end of said curve;
>
> South 88 degrees, 58 minutes, 13 seconds East, at a distance of 208.19 feet passing the northeast corner of said Lot 1 and the northwest corner of said Lot 2, continuing in all a total distance of 417.74 feet to the POINT OF BEGINNING;

THENCE, South 88 degrees, 58 minutes, 13 seconds East, continuing along the said south line of Valley Meadow Drive and the said north line of Lot 2, a distance of 20.00 feet to a point for corner;

THENCE, South 00 degrees, 06 minutes, 39 seconds West, departing the said south line of Valley Meadow Drive and the said north line of Lot 2, a distance of 320.83 feet to the beginning of a tangent curve to the right;

THENCE, in a southwesterly direction, along said curve to the right, having a central angle of 90 degrees, 15 minutes, 00 seconds, a radius of 40.00 feet, a chord bearing and distance of South 45 degrees, 14 minutes, 09 seconds West, 56.69 feet, an arc distance of 63.01 feet to the end of said curve;

THENCE, North 89 degrees, 38 minutes, 21 seconds West, a distance of 194.75 feet to an angle point;

THENCE, South 65 degrees, 09 minutes, 24 seconds West, at a distance of 0.48 feet passing the said west line of Lot 2 and the said east line of Lot 1, continuing in all a total distance of 48.47 feet to an angle point in the south line of said Lot 1 and the north line of a 15-foot wide alley across said Block C/6456;

REVIEWED BY 02.26.2007

ABANDONMENT
20' FIRE LANE EASEMENT
(Continued)

EXHIBIT A-TRACT 5

THENCE, North 89 degrees, 38 minutes, 21 seconds West, along the north line of said alley and the said south line of Lot 1, a distance of 111.57 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner in the east line of said Brockbank drive (60 feet wide at this point); said point being the southwest corner of said Lot 1 and the beginning of a non-tangent curve to the left;

THENCE, in a northwesterly direction, departing the north line of said alley and the said south line of Lot 1 and along the said east line of Brockbank Drive, the west line of said Lot 1 and said curve to the left, having a central angle of 03 degrees, 57 minutes, 12 seconds, a radius of 290.17 feet, a chord bearing and distance of North 02 degrees, 01 minutes, 31 seconds West, 20.02 feet, an arc distance of 20.02 feet to a point for corner;

THENCE, South 89 degrees, 38 minutes, 21 seconds East, departing the said east line of Brockbank Drive and the said west line of Lot 1, a distance of 107.93 feet to an angle point;

THENCE, North 65 degrees, 09 minutes, 24 seconds East, a distance of 16.41 feet to a point for corner;

THENCE, North 00 degrees, 21 minutes, 39 seconds East, a distance of 104.65 feet to a point for corner;

THENCE, South 89 degrees, 38 minutes, 21 seconds East, a distance of 20.00 feet to a point for corner;

THENCE, South 00 degrees, 21 minutes, 39 seconds West, a distance of 95.24 feet to a point for corner;

THENCE, North 65 degrees, 09 minutes, 24 seconds East, a distance of 9.96 feet to an angle point;

THENCE, South 89 degrees, 38 minutes, 21 seconds East, at a distance of 4.27 feet passing the said east line of Lot 1 and the said west line of Lot 2, continuing in all a total distance of 199.22 feet to the beginning of a tangent curve to the left;

THENCE, in a northeasterly direction, along said curve to the left, having a central angle of 90 degrees, 15 minutes, 00 seconds, a radius of 20.00 feet, a chord bearing and distance of North 45 degrees, 14 minutes, 09 seconds East, 28.35 feet, an arc distance of 31.50 feet to the end of said curve;

THENCE, North 00 degrees, 06 minutes, 39 seconds East, a distance of 321.15 feet to the POINT OF BEGINNING;

CONTAINING, 16,466 square feet or 0.378 acres of land, more or less.

(A survey plat of even date herewith accompanies this description.)

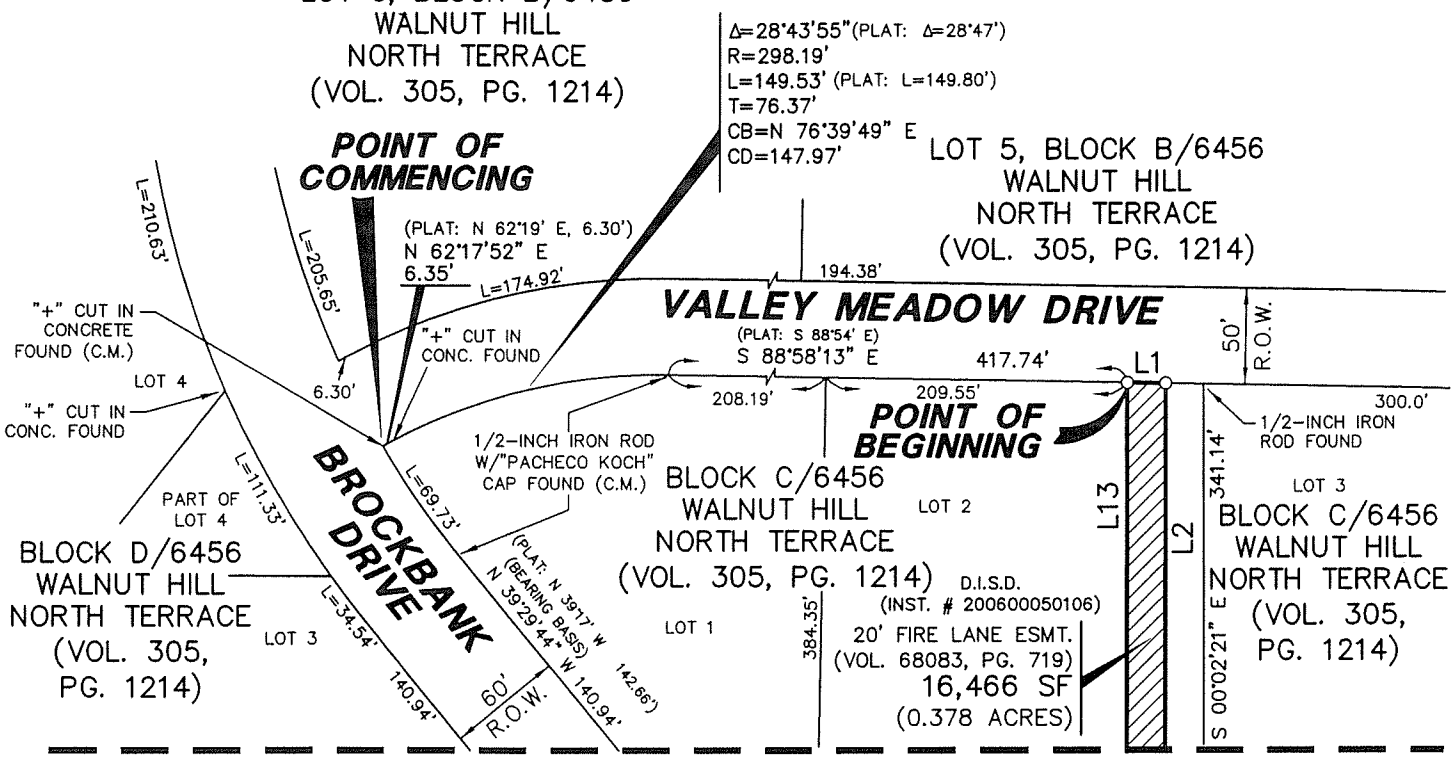
The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

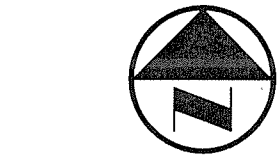
REVIEWED BY 02.26.2007

11/30/06

Michael C. Clover Date
Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

EXHIBIT A-TRACT 5





LINE TABLE		
LINE	BEARING	LENGTH
L1	S 88°58'13" E	20.00'
L2	S 00°06'39" W	320.83'
L13	N 00°06'39" E	321.15'

NOTES:

1. Bearing system for this survey is based on a bearing of North 39 degrees, 29 minutes, 44 seconds West for the northeast right-of-way line of Brockbank Drive (a 60-foot wide right-of-way) according to the Special Warranty Deed to the Dallas Independent School District recorded in Instrument No. 200600050106 of the Deed Records of Dallas County, Texas.

2. A legal description of even survey date herewith accompanies this plat of survey.

REVIEWED BY JH 02.26.2007

LEGEND	
———	PROPERTY LINE
═══	ABANDONMENT LINE
(C.M.) –	CONTROLLING MONUMENT
D.I.S.D. –	DALLAS INDEPENDENT SCHOOL DISTRICT
O	POINT FOR CORNER (NOTHING SET)

The undersigned, a Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

STATE OF TEXAS
REGISTERED
MICHAEL C. CLOVER
5225
PROFESSIONAL
LAND SURVEYOR

Michael C. Clover Date
Registered Professional Land Surveyor
No. 5225

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RGM	MCC	1"=100'	NOV. 2006	2438-06.046

ABANDONMENT
20' FIRE LANE EASEMENT

PART OF LOTS 1 AND 2, BLOCK C/6456,
WALNUT HILL NORTH TERRACE
J. MATTHEW SURVEY, ABSTRACT NO. 955,
JAMES S. SHELBY SURVEY, ABSTRACT NO. 1354,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 4

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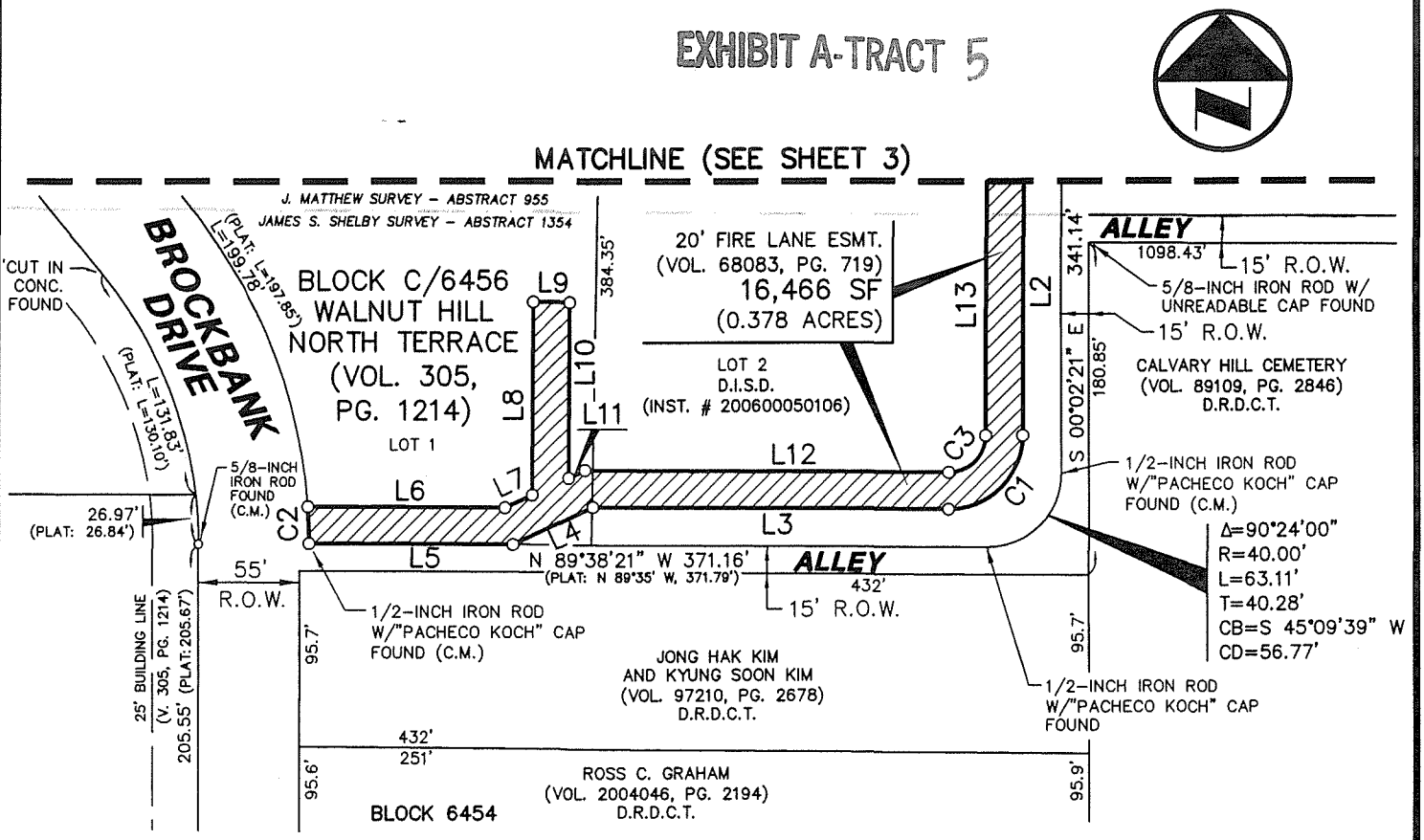
DWG FILE: 2438-06.046E2.DWG

EXHIBIT A-TRACT 5



CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	90°15'00"	40.00'	63.01'	40.17'	S 45°14'09" W	56.69'
C2	03°57'12"	290.17'	20.02'	10.01'	N 02°01'31" W	20.02'
C3	90°15'00"	20.00'	31.50'	20.09'	N 45°14'09" E	28.35'

LINE TABLE		
LINE	BEARING	LENGTH
L2	S 00°06'39" W	320.83'
L3	N 89°38'21" W	194.75'
L4	S 65°09'24" W	48.47'
L5	N 89°38'21" W	111.57'
L6	S 89°38'21" E	107.93'
L7	N 65°09'24" E	16.41'
L8	N 00°21'39" E	104.65'
L9	S 89°38'21" E	20.00'
L10	S 00°21'39" W	95.24'
L11	N 65°09'24" E	9.96'
L12	S 89°38'21" E	199.22'
L13	N 00°06'39" E	321.15'

0 50 100 200

GRAPHIC SCALE IN FEET

REVIEWED BY 02.26.2007

LEGEND	
———	PROPERTY LINE
═══	ABANDONMENT LINE
(C.M.) –	CONTROLLING MONUMENT
D.I.S.D. –	DALLAS INDEPENDENT SCHOOL DISTRICT
O	POINT FOR CORNER (NOTHING SET)

ABANDONMENT
20' FIRE LANE EASEMENT

PART OF LOTS 1 AND 2, BLOCK C/6456,
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J. MATTHEW SURVEY, ABSTRACT NO. 955,
JAMES S. SHELBY SURVEY, ABSTRACT NO. 1354,
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 4 OF 4

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
RGM	MCC	1"=100'	NOV. 2006	2438-06.046

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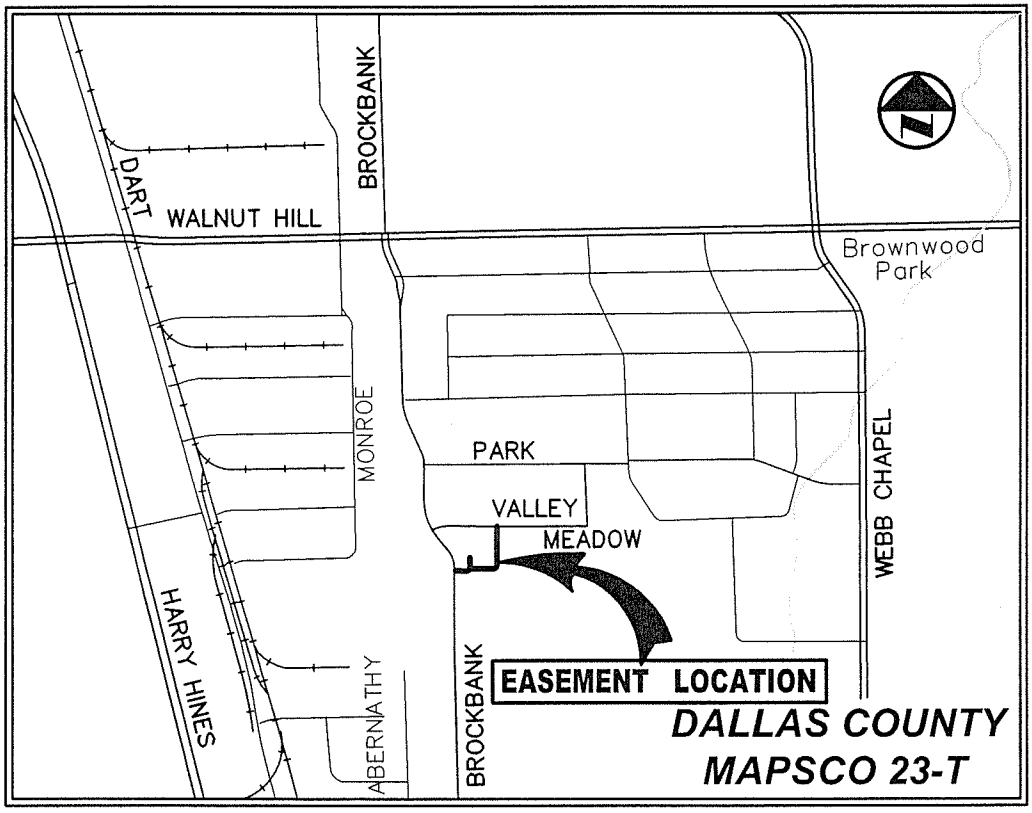
DWG FILE: 2438-06.046E2.DWG

EXHIBIT A-TRACT 5



VICINITY MAP

(NOT TO SCALE)

AGENDA ITEM # 9

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Office of Economic Development

CMO: A. C. Gonzalez, 671-8925

MAPSCO: N/A

SUBJECT

Authorize a personal services contract with David Dean of Dean International Inc. to provide transportation and economic development consulting services from October 11, 2007 through October 10, 2008 - Not to exceed $120,000 - Financing: Public/Private Partnership Funds

BACKGROUND

Dean International, Inc. (DII) is a consulting group that specializes in addressing transportation issues on a local, regional, state and federal basis with an emphasis on issues affecting Dallas and the surrounding communities.

The City of Dallas initially entered into a yearly contract with David Dean, of Dean International, Inc. to develop an inland port in Dallas on September 9, 2004. The initial contract was for $250,000, with expense reimbursement providing an additional $18,000, for a total of $268,000. The contract was redrafted and renewed for an additional year on September 9, 2005. The 2005 contract was for $300,000, plus an expense reimbursement of $40,000, for a total of $340,000. The contract was again redrafted and renewed in 2006, with the 2006 contract providing $390,000 for professional services, plus expense reimbursement up to $125,000, with $50,000 allocated to the Corridors of the Future program. The total maximum of the 2006 contract was $515,000.

The FY07 contract specified five items for DII to concentrate on: Continue proactive leadership by City of Dallas on a local, state, national and international level; Explore and take appropriate actions regarding the establishment of a special port district or authority; Focus on rail issues and priorities; Expansion and enhancement of the River of Trade Corridor Coalition (ROTCC) and other strategic partnerships with logistics corridor cities, states and ports; and Maintain and expand IIPOD task force activity and ensure alignment with project vision and goals.

BACKGROUND (continued)

The FY08 contract will put a greater emphasis on DII's development of the River of Trade Corridor Coalition, with specific goals including the following:

- Charge dues to members; membership levels can be tiered. Increase membership in transportation sectors like trucking and rail companies.

- Determine policy goals for upcoming highway bill which could include the following:
  - Increased funds for certain bottlenecks
  - Increased funding for intermodal projects, or creation of a dedicated fund for intermodal projects, similar to the five major highway categories
  - Consideration of ROTCC under a multi-state corridor or corridors and borders-like program
  - Funding for technological innovations, with money directed to resource institutions for the research
  - Coordinate efforts within state DOTs to ensure that ROTCC corridor is prioritized in SIP (funded by formula funds), which would serve as a way to potentially increase funding to ROTCC corridor

- Reduce meetings to two annually and provide more opportunity for decision making and less opportunity for information gathering.

- Capitalize on EPA's involvement and work with trucking companies, cities, states to utilize SmartWay, and reduce idling.

- Determine one signature ROTCC project, and implement.

- Become a self-funded organization.

For FY08, a $100,000 contract plus expense reimbursement up to $20,000 is proposed. The focus on ROTCC allows DII to put their resources on the area where they can provide the greatest value to the city.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 1, 2007, the Economic Development Committee was briefed on the Dean International, Inc. contract.

FISCAL INFORMATION

$120,000 - Public/Private Partnership Funds

October 10, 2007

WHEREAS, transportation systems are critical to the State of Texas; and

WHEREAS, the City of Dallas' jurisdiction includes significant local, state and federal trade routes; and

WHEREAS, Dean International, Inc. has expertise in transportation matters; and

WHEREAS, the City of Dallas wishes to enhance the International Inland Port of Dallas, which includes the following geographic area: beginning at the intersection of IH-30 and IH-635 in Dallas County, then south along IH-635 to the intersection at IH-20, and along IH-20 to the intersection of IH-45, then to the intersection of IH-35E, and then south along IH-35E to the Dallas County line; and

WHEREAS, the City of Dallas seeks to join with other public entities whose jurisdiction encompasses significant local, state, and federal trade routes to promote synergies regarding important issues to Dallas and to leverage resources as efficiently as possible.

NOW, THEREFORE,

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

Section 1. That the City Manager is authorized to enter into a personal services contract with David Dean of Dean International, Inc. for transportation and economic development consulting services for the City of Dallas from October 11, 2007 through October 10, 2008.

Section 2. That the City Manager is authorized to renew the contract for one additional year upon the same terms and conditions.

Section 3. That the City Controller is hereby authorized to make periodic payments in accordance with the terms of the contract, in an amount not to exceed $120,000 from Fund 0352, Department ECO, Unit. P149, Object No. 3070, Activity PPPF, CT ECOP149K060, Vendor No. 343608.

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so is resolved.

Distribution: Office of Economic Development – Tenna Kirk, 5CS
Office of Economic Development – Sajid Safdar, 2CN
City Attorneys Office - Larry Scalf

AGENDA ITEM # 10

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 7

DEPARTMENT: Office of Economic Development

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 46 T

SUBJECT

Authorize amendments to subsection D (a), (b), (c), subsection E (c) and delete subsection G in Section 2 of Resolution No. 06-1833, previously approved on June 28, 2006, that authorized modifications to certain policies, procedures and guidelines for funding sources, administrative cost and name change for operating the South Dallas/Fair Park Trust Fund - Financing: No cost consideration to the City

BACKGROUND

The South Dallas/Fair Park Trust Fund (Trust Fund) has operated under policies, procedures and guidelines established and amended throughout its conception and existence since 1987.

A thorough review of the operation of the Trust Fund completed by City staff revealed a need to address issues that have developed throughout its existence as the Trust Fund has evolved. Efforts to make the Trust Fund more effective as a resource to the South Dallas/Fair Park community are ongoing.

On June 28, 2006, the City Council authorized modifications to certain policies, procedures and guidelines for operating the South Dallas/Fair Park Trust Fund by Resolution No. 06-1833.

A draft report of the Audit of the South Dallas/Fair Park Trust Fund dated August 22, 2007, recommended additional clarity of certain areas of Resolution No. 06-1833.

On June 27, 2007, the City Council declined staff's recommendation to change the Trust Fund name from South Dallas/Fair Park Trust Fund to South Dallas/Fair Park Development Fund.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 27, 1999, the City Council authorized to replace Resolution No. 93-1145 regarding the programs and administration of the Trust Fund by Resolution No. 99–3439.

On February 25, 2004, the City Council authorized to clarify that unused Trust Fund monies under certain conditions may be used in subsequent fiscal years by Resolution No. 04-0801.

On May 9, 2006, the Economic Development and Housing Committee was briefed on the modifications to the South Dallas/Fair Park Trust Fund.

On June 13, 2006, the South Dallas/Fair Park Trust Fund Advisory Board reviewed the proposals presented to the Economic Development and Housing Committee and recommended submitting them to the City Council for consideration.

On June 27, 2007, the City Council declined staff's recommendation to rename the South Dallas/Fair Park Trust Fund Board as the South Dallas/Fair Park Development Fund Board by Resolution 07-1968.

FISCAL INFORMATION

No cost consideration to the City

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the governing body of a municipality may establish and provide for the administration of programs, including programs for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the municipality; and

WHEREAS, on February 18, 1987, the City Council approved and adopted the South Dallas/Fair Park Neighborhood Preservation and Economic Development Plan which established the South Dallas/Fair Park Trust Fund (Trust Fund) by Resolution No. 87-0632; and

WHEREAS, on November 8, 1989, the City Council, acting on certain recommendations put forth by the Fair Park Task Force, authorized Resolution No. 89-3605 which created guidelines and projects concerning the Trust Fund; and

WHEREAS, on August 26, 1992, the City Council affirmed its commitment to the Trust Fund and directed the City Manager and South Dallas/Fair Park Trust Fund Board (Board) to submit recommendations for a long-range plan for the Trust Fund; and

WHEREAS, on March 24, 1993, the City Council approved and adopted certain recommendations contained in the long-range plan submitted for the Trust Fund by Resolution No. 93-1145; and

WHEREAS, on October 27, 1999, the City Council approved Resolution No. 99–3439 to replace Resolution No. 93-1145 regarding the programs and administration of the Trust Fund; and

WHEREAS, on February 25, 2004, the City Council approved to clarify that unused Trust Fund monies under certain conditions may be used in subsequent fiscal years by Resolution No. 04-0801; and

WHEREAS, on May 9, 2006, City staff presented certain recommendations to the Economic Development and Housing Committee regarding certain modifications to the administration and programs of the Trust Fund, which recommendations were adopted by the committee; and

WHEREAS, on June 13, 2006, the Board reviewed the recommendations approved by the Economic Development and Housing Committee and approved the recommendations being submitted to the City Council for its review and approval; and

WHEREAS, in order to accomplish certain of the recommendations adopted by the Economic Development and Housing Committee and the South Dallas/Fair Park Trust Fund Advisory Board, the City Council desires to act to replace by Resolution No. 99-3439.

October 10, 2007

WHEREAS, on June 28, 2006, the City Council authorized to replace Resolution No. 99-3439 by Resolution No. 06-1833; and

WHEREAS, the City wishes to continue the South Dallas/Fair Park Trust Fund Program.

NOW, THEREFORE,

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

~~**Section 1.** That the City Council adopts this resolution to replace Resolution No. 993439.~~

Section 1. That the City Manager, upon approval as to the form by the City Attorney, is hereby authorized to amend subsection D (a), (b), (c), subsection E (c) and subsection G in Section 2 of Resolution No. 06-1833, previously approved on June 28, 2006, that authorized modifications to certain policies, procedures and guidelines for funding sources, administrative cost and name change for operating the South Dallas/Fair Park Trust Fund

Section 2. That the City Council approves the following ~~items~~ modifications regarding the Trust Fund:

A. The following program areas may be funded through the Trust Fund:

a. Business and economic development initiatives to:
(i) promote local economic development;
(ii) improve and stimulate business and commercial activities/opportunities;
(iii) create and retain jobs; and
(iv) encourage affordable housing development.

b. Housing and neighborhood improvement projects to provide assistance for low cost repairs of owner-occupied residences and provide needed community improvements.

c. Community service programs to provide job-related and human services assistance.

Section 2 (continued)

B. The following initiatives may be funded in the program areas:

a. Business Plan Technical Assistance and Market Analysis Program. Technical assistance for detailed market analyses and business plan assistance for business owners, property owners, and interested investors/developers. The individual(s) receiving assistance and the Trust Fund would share in the cost of developing the business plan. The Board will develop a sliding scale for the cost of this service.

b. Revolving Business Loan Program. A revolving loan fund program may be established to provide low interest business loans of up to $50,000. Applications for loans under this program may not be forwarded to the Board for the Board's review and recommendation unless and until either: (i) two Boardmembers with loan underwriting experience have reviewed the application, or, (ii) one Boardmember with loan underwriting experience has reviewed the application as well as one City staff member from the City's Office of Economic Development (OED) will have reviewed and commented on the application.

c. Micro Grant Program. A micro grant award program may be established in which $1,000 to $2,000 micro grant awards may be provided to businesses in good legal standing to be used in case of emergency situations. Emergency situations are defined as natural disasters (other than flood), or man-made disasters not covered by insurance.

d. Home Repair Program. A basic home repair grant/loan program may be established to provide grants for low income and elderly homeowners and/or low interest loans to moderate income homeowners not to exceed $8,000 per household. The program shall be managed by the Housing Department which shall submit a request for no more than $100,000 annually to the Board. The program shall be funded upon the recommendation of the Board and approval by the City Manager and City Council. Contractors should be from the program area whenever possible. Low and moderate income limits shall be consistent with those used in the Community Development Block Grant Program.

e. Community-Based Non-Profit Organization Grant Program. A competitive grant award program may be established that funds community-based non-profit organizations determined to be tax-exempt under Section 501(a) of the Internal Revenue Code of 1986 as an organization described in Section 501(c)(3) of that code (26 U.S.C.A. §501(c)(3)) at an amount up to $35,000 per year per organization to undertake program initiatives in the three approved program areas.

Section 2 (continued)

The maximum award to the same organization may not exceed $75,000 and the same organization may receive no more than three (3) grants. It is the objective that multiple grant awards to the same organization shall decrease through the three years of eligibility. The grant award funds shall be used to supplement other matching sources which may include in-kind service and goods contributions up to twenty-five percent (25%) of the grant award. The match must include at least seventy-five percent (75%) cash.

f. Challenge Grants. A competitive challenge grant award program for direct assistance may be established to provide grant funding to neighborhood groups for activities that are consistent with Trust Fund objectives. These grant awards shall be a maximum of $5,000 per grant and shall be matched by: (i) appropriately documented one-hundred percent (100%) volunteer in-kind service or goods, or (ii) one-hundred percent (100%) matching funds raised, or, (iii) a combination of both volunteer in-kind service or goods and matching funds raised that equals the grant award.

Trust Fund monies may be paid to grantees prior to the grantees having received its match where City staff has determined that the match commitment is binding, will be imminently provided and that the grantee project will be jeopardized without the Trust fund monies being contributed prior to the match commitment being accomplished.

g. Special Grant/Loan Program. A special economic development grant/loan program may be established to be used as catalyst funding to promote economic development, or to stimulate business and commercial activity in the South Dallas/Fair Park area, including, but not be limited to, interim financing for businesses or projects promoting economic development, workforce development projects, retail development projects, development studies, public safety projects and for other economic development purposes that benefit the South Dallas/Fair Park community. Eligible recipients for such funding for such grants/loans shall include: (i) for-profit entities that are in good legal standing and that are authorized to do business in the state of Texas; (ii) non-profit entities that have been determined to be tax-exempt under Section 501(a) of the Internal Revenue Code of 1986 as an organization described in Section 501(c)(3) of that code (26 U.S.C.A. §501(c)(3)) that have as their purpose either: (1) the development or diversification of the South Dallas/Fair Park economy, (2) the elimination of unemployment or underemployment in the South Dallas/Fair Park community, or,

Section 2 (continued)

(3) the development or expansion of commerce in the South Dallas/Fair Park community; and (iii) governmental entities that are authorized to accept funding for economic development purposes and have pledged to use the funding in the South Dallas/Fair Park community for that purpose. Projects should have tangible immediate (within one year) economic or community impact. Such loans/grants shall be recommended by the Board reviewed by and approved by the City manager or City Council, where applicable, under City contracting guidelines. Loans/grants may or may not require match funding and may or may not have collateral support. Applications for the special grant/loan program may be accepted throughout the fiscal year and grant/loan disbursements may be through reimbursement to the grant/loan recipient or the direct payment of invoice by a vendor providing documented services or goods to the project in accordance with city contracting procedures.

h. Donor-Designated Grants. A donor-designated grant award program may be established in which the Board shall advise the City Manager or City Council, where applicable under City contracting guidelines, in determining funding in amounts and for lawful purposes determined by the donor for projects that have positive benefit to the South Dallas/Fair Park community.

C. The following measures will be utilized in the implementation of approved funding activities:

a. The geographic focus of the program shall be the thirteen (13) census tracts identified in the 2000 Census as Census Tracts 25, 27.01, 27.02, 28, 29, 34, 35, 36, 37, 38, 39.01, 39.02 and 40.

b. The Trust Fund will primarily support activities which are designed to assist current residents, businesses and programs in the target community, and, to a lesser degree, support to assist those businesses wishing to relocate or start up activities that would benefit the area. Marketing of the program will target all ethnic and economic groups in the area to insure opportunities for community wide participation. A good-faith effort shall be made to identify Hispanic recipients for at least ten percent (10%) of the loans/grants.

Section 2 (continued)

D. The following measures shall govern the funding of the Trust Fund:

a. Trust Fund funding sources shall include: (i) an annual $200,000 contribution from the General Fund (contingent on the annual approval ~~of the contribution~~ by the City Council); (ii) funding from the visitors formula described in Council Resolution 91-1597 adopted on May 22, 1991; (iii) funding from Smirnoff Music Center ticket sales in accordance with that certain agreement with Pace Entertainment Group, Inc. dated December 9, 1987, as that agreement ~~has been~~ is amended (the Pace Contract).

(iv) funding from flea market, and antique shows, held at Fair Park in accordance with the proposal developed in accordance with Council Resolution 89-1674 adopted on May 24, 1989; (v) Trust Fund business loan repayments (both principal and interest); and (vi) interest on Trust Fund account balances. The Trust Fund may sponsor enterprise activities (e.g., vending at Fair Park events) to generate additional income and shall seek to leverage other public-private funding sources when feasible.

b. If allowable under state and federal law, the City Manager may recommend that Community Development (CD) funds of up to $100,000 be allocated to the Trust Fund's basic home repair program, and, if such allocation is approved by the Community Development Commission and City Council, the General Fund appropriation described in Section 2.D.a.i. above shall be reduced by an amount equal to such allocation.

c. Funds available for annual Trust Fund programs shall consist of funds received by the Trust Fund from July 1st of the previous calendar year. through June 30th of the next succeeding calendar year ~~(the Fund Receipt Period). The~~ ~~funds~~ Funds from each funding source ~~Fund Receipt Period~~ shall be available for Trust Fund programs in the City fiscal year beginning ~~as of~~ October 1st, ~~of the year the Fund Receipt Period ended,~~ with the annual program appropriation equal to ~~revenues~~ funds received from all funding sources. ~~in the Fund Receipt Period; provided, however, that the~~ The Board, through the City Manager, may recommend ~~to the City Council~~ in accordance with CR 04 0801 that unused and unencumbered Trust Fund monies which have been accrued at the end of a fiscal year be used in a subsequent fiscal year to fund and support activities that are consistent with the Trust Fund's approved program areas.

Section 2 (continued)

E. The following measures shall govern the administration of the Trust Fund:

a. Trust Fund Disbursements. The Trust Fund shall disburse funds through one funding cycle per year (except for disbursements for the basic home repair grant/loan program, the micro grant program and the special grant/loan program), based on an annual budget. Emergency grants may be approved throughout the year or until budgeted funds for programs have been committed.

b. Administration. Program administration shall remain in the OED and continued as an activity funded by the Trust Fund. In order to provide fiscally responsible management, fiscal management of the Trust Fund shall be the responsibility of the OED Budget/Finance Manager. Trust Fund operating expenses are to be budgeted annually by the Trust Fund Manager and OED Budget/Finance Manager with review by the Trust Fund Advisory Board. The final approval of the Trust Fund budget shall be determined by the City Council through the City budgeting process. An internal mid-year budget re-programming may be recommended by the Board to the City Manager if a significant amount of funds become available. The Board and the City staff should ~~begin the formulation~~ formulate ~~of~~ a budget ~~in~~ by April of each year and submit a recommended budget to the City Manager and City Council during the budget cycle.

c. Administrative Costs. Trust Fund monies may be used for at least one (1) City staff position to serve as a South Dallas/Fair Park Neighborhood Advocate/Public Information Officer and/or Trust Fund Manager to assist community groups, individuals and business owners with community services, economic development and housing and neighborhood improvement initiatives and to promote the Trust Fund and develop marketing materials. Administrative costs for the Trust Fund operations, including staff expense, ~~shall be no more than 25 percent of the program year beginning balance and~~ will be paid from the General Fund unit assigned to the Trust Fund. Before the end of the program year, the General Fund will be reimbursed from the Trust Fund Program funding unit currently 0351 no more than 15 percent of ~~such beginning program year balance,~~ budgeted annual operating expenses. ~~not to exceed actual expenses.~~

d. Support of Trust Fund From Other City Departments. The Trust Fund will be supported by other City departments in carrying out its programs.

Section 2 (continued)

i. Parks & Recreation Department. The City's Department of Parks and Recreation, under the terms of the Pace Contract, will allocate and deposit to the Trust Fund the monies described in the Pace Contract for events held at the Smirnoff Music Center and will deposit the allocated antique show and flea market monies to the Trust Fund in accordance with Council Resolution 89-1674. The Parks and Recreation Department will also validate the accuracy of the number of tickets sold with regards to the events described herein, compile statistics for the visitors formula annually per Resolution No. 91-1597 and allocate and deposit to the Trust Fund the appropriate monies based on that formula.

ii. Water Utilities Department. Special Collections will set up loan accounts, assign account numbers and mail out payment coupons with customer letters outlining the terms of the loan agreement and informing Trust Fund loan recipients of when, how and where to make payments. Payments are to be posted as they are received to the proper accounts, money deposited with cashiering and deposits reconciled monthly. A monthly report of all accounts showing current account balance and activity will be sent to the Trust Fund Manager by the 11th of each month. Special Collections will assist the Trust Fund Manager in the collection of delinquent accounts according to the procedures that the City Comptroller's Office has developed for the collection of business loan accounts. Special Collections will also reconcile the Trust Fund's business loan system with other financial systems.

iii. The City Attorney's Office. The City Attorney's Office will advise the Board and will prepare all pertinent loan documents, review and approve documentation for loans and grants, make demand on delinquent loan accounts as inappropriate and facilitate collateral lien perfection and recovery.

iiv. The City Auditor's Office. The City Auditor shall perform an annual audit of the Trust Fund and its operations. The annual audit shall include an audit of cash coming into the Trust Fund account as well as expenditures. The City Auditor shall conduct the fiscal audit requirement shall also require an annual audit of operations of the Trust Fund and the Board. The annual audit of the operations of the Trust Fund and the Board shall be conducted with the Trust Fnd Manager.

Section 2 (continued)

F. The composition of the Board shall be changed to insure that at least eight (8) members must have direct connection to South Dallas/Fair Park community (live, own a business, work, active community involvement). Seven (7) positions will be "at large" having qualifications related to business, housing, non-profit management and/or community building. At least two (2) current board members must have loan underwriting experience. The Board shall hold a minimum of one public hearing a year, hold at least six monthly meetings in the Trust Fund area each year and shall provide citizens an opportunity to address the Board at each regular meeting.

G. ~~The name of the Trust Fund shall be changed from "South Dallas/Fair Park Trust Fund" to "South Dallas/Fair Park Development Fund" in order to redefine the fund as a catalyst for community, social and economic development.~~

Section 3. That Resolution No. 06-1833 approved on June 28, 2007, shall remain in full force and effect except as amended herein.

Section ~~3~~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.

Distribution: Office of Economic Development – Tenna Kirk - 5CS
Office of Economic Development - Lee McKinney - 5CS
Office of Economic Development – Leo Hicks - 5CS
City Attorney's Office – Robert Sims

AGENDA ITEM # 11

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 7

DEPARTMENT: Office of Economic Development

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 27 N, 46T

SUBJECT

Authorize economic development grant agreements with two community based nonprofit organizations to enhance the quality of life for the residents in the South Dallas/Fair Park Trust Fund target area to provide funding as follows: **(1)** A Sister's Gift, in an amount not to exceed $30,000; and **(2)** Preservation Link, Inc., in an amount not to exceed $35,000 – Total not to exceed $65,000 - Financing: South Dallas/Fair Park Trust Fund

BACKGROUND

The South Dallas/Fair Park Development Fund assists neighborhoods in the vicinity of the Fair Park area through business assistance, community and economic development. Assistance is provided in the forms of loans to businesses and grants to community based nonprofit organizations and neighborhood groups and associations.

The South Dallas/Fair Park Development Trust serves residents and businesses in the following 13 census tracts: 25, 27.01, 27.02, 28, 29, 34, 35, 36, 37, 38, 39.01, 39.02 and 40.

City staff and the South Dallas/Fair Park Trust Advisory Board received the grant applications for A Sister's Gift and Preservation Link, Inc., and found that the agencies complied with the requirements of the Community Based Nonprofit Grant Program and recommends approval of these grant requests.

(1) A Sister's Gift has been recommended for funding of $30,000 to partially fund outreach and delivery services for the Grantees "Hidden Faces" HIV/AIDS program. (2) Preservation Link Inc., has been recommended for funding of $35,000 to partially fund contract personnel, transportation, food and curriculum for the "Point of View" Photojournalism Program. Both grants were recommended for approval by the South Dallas/Fair Park Trust Advisory Board on May 22, 2007.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On May 22, 2007, the South Dallas/Fair Park Trust Advisory Board reviewed and approved economic development grant agreements with the two community based nonprofit agencies to enhance the quality of life for the South Dallas/Fair Park residents.

FISCAL INFORMATION

South Dallas/Fair Park Trust Fund - $65,000

OWNER

A Sister's Gift

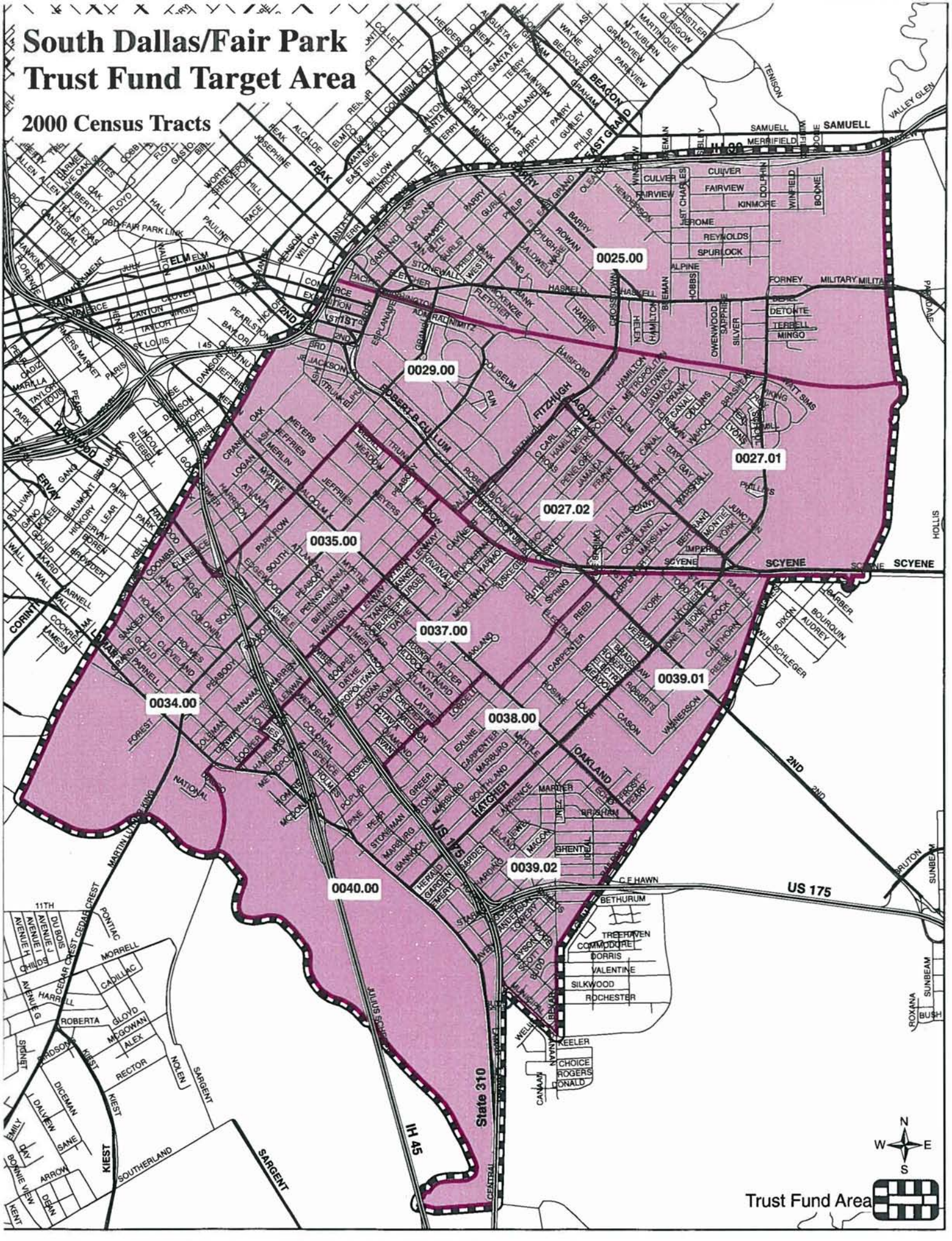
Mattye Carter, Board President

Preservation Link Inc.

David, Herman Jr., President

MAP

Attached.


South Dallas/Fair Park
Trust Fund Target Area
2000 Census Tracts
0025.00
0027.01
0027.02
0029.00
0035.00
0037.00
0034.00
0038.00
0039.01
0039.02
0040.00
Trust Fund Area

October 10, 2007

WHEREAS, the City recognizes the importance of economic development in the South Dallas/Fair Park Trust Fund target area in Dallas; and

WHEREAS, Chapter 330 of the Texas Local Government Code authorizes the City of Dallas to create programs to grant money to organizations and make loans to businesses for the public purpose of promoting economic development; and

WHEREAS, City staff and South Dallas/Fair Park Trust Fund Advisory Board reviewed the grant applications for A Sister's Gift and Preservation Link, Inc., and found that the organizations complied with the requirements of Nonprofit Grant Programs; and

WHEREAS, on October 17, 2006, the South Dallas/Fair Park Trust Fund Advisory Board recommended that the City Council authorize economic development grants to these two organizations; and

WHEREAS, City Council approval of these grants will further the ongoing policy of the City of Dallas to encourage and increase economic and community development in the South Dallas/Fair Park Trust Fund target area.

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to the form by the City Attorney, is hereby authorized to enter into economic development grant agreements with two community based nonprofit organizations to enhance the quality of life for the residents in the South Dallas/Fair Park Trust Fund target area to provide funding as follows: (1) A Sister's Gift, in an amount not to exceed $30,000; and (2) Preservation Link, Inc., in an amount not to exceed $35,000.

Section 2. That the City Controller is hereby authorized to encumber and disburse funds from: Fund 0351, Department ECO, Unit 0448, Object No. 3099 in an amount not to exceed $65,000 as follows:

Vendor Name	**Vendor #**	**Encumbrance**	**Amount**
A Sister's Gift	516930	ECO0448L034	$30,000
Preservation Link, Inc.	VS0000012987	ECO0448L035	$35,000
	Total		**$65,000**

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 of Dallas and it is accordingly so resolved.

Distribution: Office of Economic Development – Tenna Kirk – 5CS
Office of Economic Development – Lee McKinney – 5CS
Office of Economic Development – Leo Barron Hicks – 5CS
Office of Economic Development – David Henley- 5DN
City Attorney's Office – Robert Sims
Office of Financial Services – David Cook

AGENDA ITEM # 12

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 1, 3

DEPARTMENT: Office of Economic Development

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 44 Z

SUBJECT

Authorize rescission of Resolution Nos. 05-0391 and 05-0392, previously approved on January 26, 2005, that authorized a development agreement and intent to reimburse Beckley Properties, LTD to provide funding for TIF-eligible project costs related to the development of a retail and commercial project located in Tax Increment Financing Reinvestment Zone Number Three (Oak Cliff Gateway TIF District) with dedication of up to $450,000 from Oak Cliff Gateway TIF revenues in accordance with the development agreement - Financing: No cost consideration to the City

BACKGROUND

Beckley Properties, LTD planned to convert and restore several properties in the 1100 block of Beckley Avenue consisting of approximately 15,282 square feet of retail and commercial property in the Oak Cliff Gateway TIF District. The total private investment was to be approximately $1,500,000. The cost of related TIF-eligible public improvements was estimated to be approximately $450,000. These improvements included, but were not limited to Design, Engineering, Professional Services, and Alley Paving and Streetscape Improvements.

On January 26, 2005, the City Council authorized a development agreement for the Beckley Properties, LTD project by Resolutions No. 05-0391 and 05-0392 and pledged and dedicated TIF funds in an amount not to exceed $450,000 to support infrastructure for the project. Acquisition of adjacent and abutting property by the developer to satisfy parking requirements was achieved in part, but more space is still needed to complete the project as envisioned. The lack of parking continues to prevent the developer from completing the project as planned. Formal and informal contact and coordination with the developer continued throughout 2005-2006 to the present.

The developer continued as scheduled with the renovation of several of the structures; however never funded the design of the public improvements.

BACKGROUND (continued)

Recent contact with the developer indicates that there is no intention on the developer's part to come forward with the designs and request funding for the proposed project.

On August 20, 2007, the Oak Cliff Gateway TIF District Board of Directors voted unanimously to recommend the City Council rescind Resolutions No. 05-0391 and 05-0392; thereby releasing the funds for support to other future projects in the District.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On November 11, 1992, the City Council authorized the adoption and creation of Tax Increment Financing Reinvestment Zone Number Three, the Oak Cliff Gateway TIF District by Ordinance No. 21466.

On February 12, 1997, the City Council authorized the adoption of the Project Plan and Reinvestment Zone Financing Plan for the Oak Cliff Gateway TIF District by Ordinance No. 23033, as amended.

On December 10, 2004, the Oak Cliff Gateway TIF District Board of Directors accepted the Beckley Properties, LTD project and forwarded a recommendation to the City Council for consideration and authorization of a development agreement.

On January 26, 2005, the City Council authorized a development agreement and intent to reimburse Beckley Properties, LTD to provide funding for TIF-eligible project costs related to the development of a retail and commercial project located in Tax Increment Financing Reinvestment Zone Number Three (Oak Cliff Gateway TIF District) with dedication of up to $450,000 from Oak Cliff Gateway TIF revenues in accordance with the development agreement by Resolution Nos. 05-0391 and 05-0392.

On August 20, 2007, the Oak Cliff Gateway TIF Board of Directors recommended rescinding Resolution Nos. 05-0391 and 05-0392, which authorized the development agreement and the statement of intent with Beckley Properties, LTD related to the development of a retail and commercial project for TIF incentives for public improvements in an amount not to exceed $450,000.

FISCAL INFORMATION

No cost consideration to the City

OWNER

Beckley Properties, LTD

Bob Stimson
General Partner

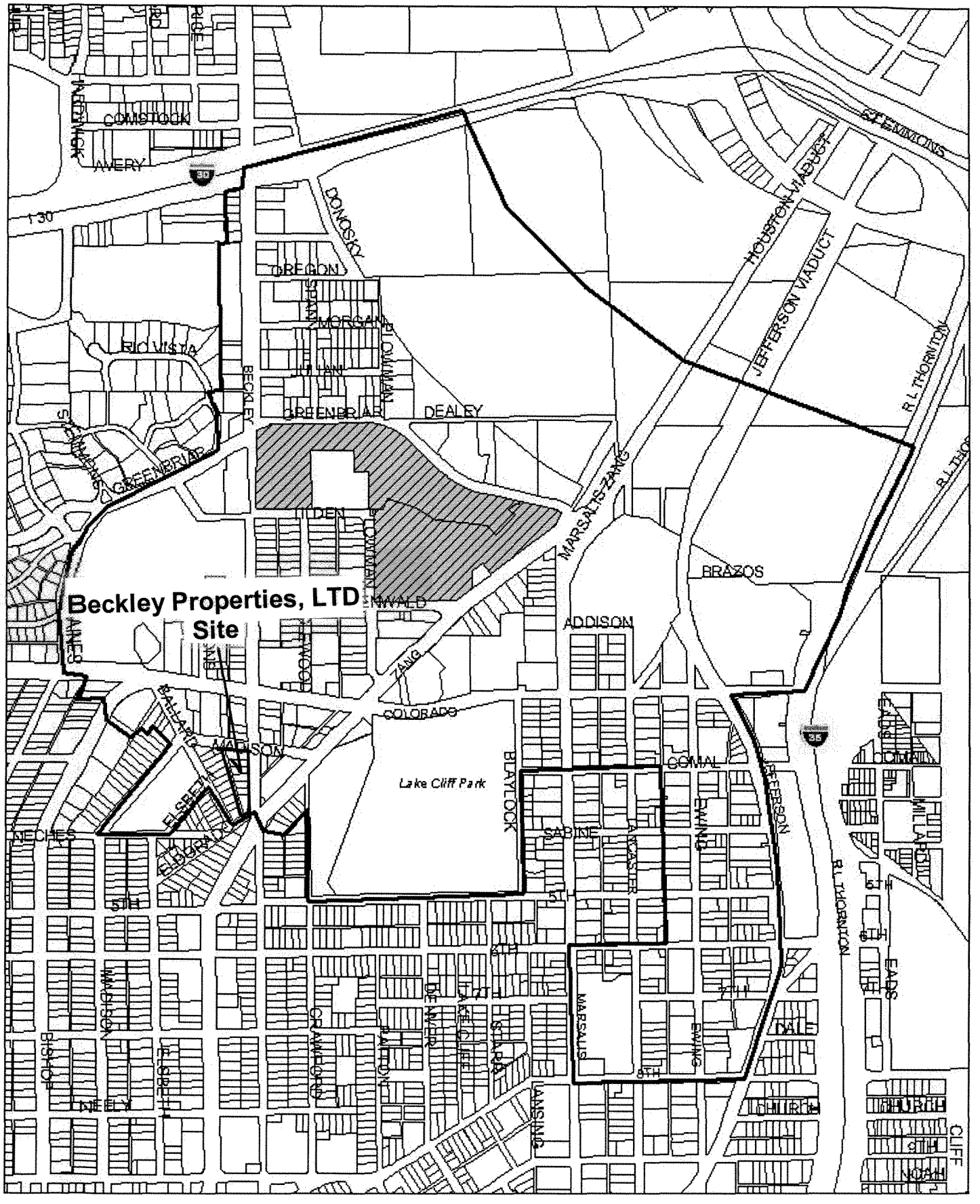
DEVELOPER

Beckley Properties, LTD

Bob Stimson
General Partner

MAP

Attached.



Oak Cliff Gateway TIF District

TIF Boundary

Excluded parcels

Office of Economic Development
March 2006

WHEREAS, the City recognizes the importance of its role in local economic development; and

WHEREAS, on November 11, 1992, the City Council authorized the adoption and creation of Tax Increment Financing Reinvestment Zone Number Three, the Oak Cliff Gateway TIF District by Ordinance No. 21466, as amended; and

WHEREAS, on February 12, 1997, the City Council authorized the adoption of the Project Plan and Reinvestment Zone Financing Plan for the Oak Cliff Gateway TIF District by Ordinance No. 23033, as amended; and

WHEREAS, on December 10, 2004, the Oak Cliff Gateway TIF District Board of Directors accepted the Beckley Properties, LTD project and forwarded a recommendation to the City Council for consideration and authorization of a development agreement; and

WHEREAS, on January 26, 2005, the City Council authorized a development agreement and intent to reimburse Beckley Properties, LTD to provide funding for TIF-eligible project costs related to the development of a retail and commercial project located in Tax Increment Financing Reinvestment Zone Number Three (Oak Cliff Gateway TIF District) with dedication of up to $450,000 from Oak Cliff Gateway TIF revenues in accordance with the development agreement by Resolution Nos. 05-0391 and 05-0392; and

WHEREAS, on August 20, 2007, the Oak Cliff Gateway TIF Board of Directors recommended rescinding Resolution Nos. 05-0391 and 05-0392, which authorized the development agreement and the statement of intent with Beckley Properties, LTD related to the development of a retail and commercial project for TIF incentives for public improvements in an amount not to exceed $450,000.

NOW, THEREFORE,

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

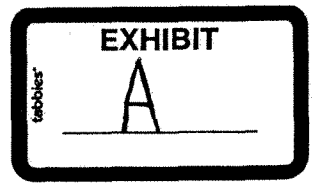
Section 1. That the City Manager, upon approval as to form by the City Attorney is, hereby authorized to rescind Resolution Nos. 05-0391 and 05-0392, previously approved on January 26, 2005, that authorized a development agreement and intent to reimburse Beckley Properties, LTD to provide funding for TIF-eligible project costs related to the development of a retail and commercial project located in Tax Increment Financing Reinvestment Zone Number Three (Oak Cliff Gateway TIF District) with dedication of up to $450,000 from Oak Cliff Gateway TIF revenues in accordance with the development agreement **(Exhibit A)**.

Section 2. That the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

Section 3. That the City Controller is authorized to release appropriations from future tax increments and unencumber funds from the Oak Cliff Gateway TIF District Fund: Fund 0034, Department ECO, Unit P064, Object No. 4420 in an amount not to exceed $450,000.

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

Distribution: Office of Economic Development – Tenna Kirk, 5CS
Office of Economic Development – Sajid Safdar, 2CN
Office of Economic Development – Stan Prichard, 2CN
City Attorney's Office - Barbara Martinez
City Attorney's Office – Sarah Hasib



Beckley Properties Project – TIF Funding Requested
Public Improvement Project Costs

Item	Estimated Cost
Alley Reconstruction	$250,000
Streetscape/ Sidewalks, Distinctive Lighting, Etc.	$125,000
Sub-Total	$350,000
Design & Engineering (8%)	$ 28,000
Construction Management (7%)	$ 24,500
Contingency (7.14%)	$ 25,000
Total	$450,000

AGENDA ITEM # 13

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 7

DEPARTMENT: Office of Economic Development

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 47 T, 45 Z

SUBJECT

Authorize the release of two separate liens on real properties held as collateral for business loans made by the South Dallas/Fair Park Trust Fund to 1 Tax Man, Inc., located at 1844 South Boulevard, in the amount of $20,000 and Lomax Funeral Home located at 4602 Scyene Road in the amount of $50,000 – Financing: No cost consideration to the City

BACKGROUND

The South Dallas/Fair Park Trust Fund assists neighborhoods in defined census tracts in the South Dallas/Fair Park community through business assistance, community and economic development. Assistance is provided in the form of loans to businesses and grants to community based nonprofit organizations, neighborhood groups and associations.

The South Dallas/Fair Park Trust Fund serves residents and businesses in the following 13 census tracts: 25, 27.01, 27.02, 28, 29, 34, 35, 36, 37, 38, 39.01, 39.02 and 40.

On November 17, 1995, 1 Tax Man, Inc., received a business loan from the South Dallas/Fair Park Trust Fund in the amount of $20,000. The purpose of the loan was working capital for tax preparation and financial services business. The loan was collateralized by a promissory note and a lien on real property located at 1844 South Boulevard, Dallas, Texas 75215. The loan was paid in full on March 4, 2002.

On March 2, 2000, Lomax Funeral Home received a business loan from the South Dallas/Fair Park Trust Fund in the amount of $50,000. The purpose of the loan was to purchase a building to expand his funeral services business. The loan was collateralized by a promissory note and a lien on real property located at 4602 Scyene Road, Dallas, Texas, 75210. The loan was paid in full on August 30, 2007.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 13, 1995, the South Dallas/Fair Park Trust Fund Advisory Board recommended approval of a business loan in the amount of $20,000 to 1 Tax Man, Inc.

On August 23, 1995, the City Council authorized business loans and grants for two South Dallas/Fair Park businesses and six nonprofit grants for community based organizations. The two loans were 1 Tax Man, Inc., in the amount of $20,000 and Freedom Beauty and Fashion in the amount of $17,000 by Resolution No. 95-2835.

On December 14, 1999, the South Dallas/Fair Park Trust Fund Advisory Board recommended approval of a business loan in the amount to $50,000 for Lomax Funeral Home.

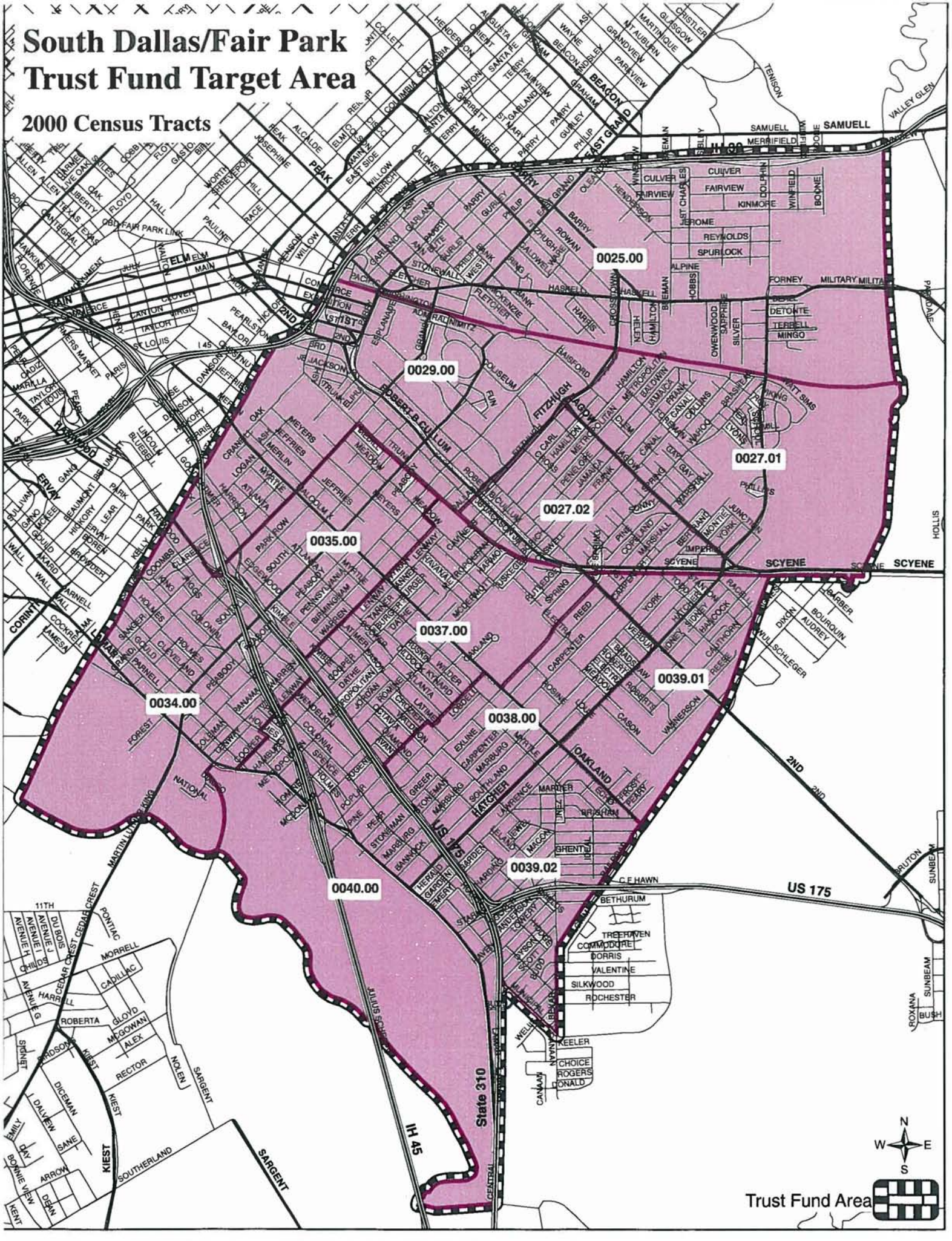
On January 26, 2000, the City Council authorized a business loan in the amount of $50,000 to Lomax Funeral Home by Resolution No. 00-0410.

FISCAL INFORMATION

No cost consideration to the City

MAP

Attached.


South Dallas/Fair Park
Trust Fund Target Area
2000 Census Tracts
0025.00
0027.01
0027.02
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Trust Fund Area

October 10, 2007

WHEREAS, on June 13, 1995, the South Dallas/Fair Park Trust Fund Advisory Board recommended approval of a business loan in the amount of $20,000 to 1 Tax Man, Inc.; and

WHEREAS, on August 23, 1995, the City Council authorized business loans and grants for two South Dallas/Fair Park businesses and six nonprofit grants for community based organizations. The two loans were 1 Tax Man, Inc. in the amount of $20,000 and Freedom Beauty and Fashion in the amount of $17,000 by Resolution No. 95-2835; and

WHEREAS, on December 14, 1999, the South Dallas/Fair Park Trust Fund Advisory Board recommended approval of a business loan in the amount of $50,000 to Lomax Funeral Home; and

WHEREAS, on January 26, 2000, the City Council authorized a business loan in the amount of $50,000 to Lomax Funeral Home by Resolution No. 00-0410; and

WHEREAS, the City Council authorization is required to release liens on real properties pledged as collateral to the City of Dallas (Dallas City Code, Section 2-11.1-2-11.2).

NOW, THEREFORE,

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

Section 1. That the City Manager, upon approval as to the form by the City Attorney, is hereby authorized to cancel the secured promissory note and execute a release of lien on real property located at 4602 Scyene Road, Dallas, Texas.

Section 2. That the City Manager, upon approval as to the form by the City Attorney, is hereby authorized to cancel the secured promissory note and execute a release of lien on real property located at 1844 South Boulevard, Dallas, Texas.

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.

DISTRIBUTION: Office of Economic Development – Tenna Kirk, 5CS
Office of Economic Development - Lee McKinney, 5CS
Office of Economic Development - Leo Hicks, 5CS
City Attorney's Office – Robert L. Sims, 7DN

AGENDA ITEM # 14

KEY FOCUS AREA: A Cleaner, Healthier City Environment

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Environmental & Health Services

CMO: Charles W. Daniels, 670-3390

MAPSCO: N/A

SUBJECT

Authorize an Interlocal Agreement with the University of Texas Southwestern Medical Center at Dallas whereby resident physicians will receive training and provide medical care to the City of Dallas Health Clinic patients for the period October 1, 2007 through September 30, 2012 - Financing: No cost consideration to the City

BACKGROUND

The City of Dallas Environmental and Health Services Department (EHS) Public Health Division currently does not provide an avenue for training resident physicians in our clinics. This Interlocal Agreement will authorize the City of Dallas clinics to provide an avenue for training resident physicians in our clinics and at the same time provide much needed care for our medically underserved and unserved clients/patients. These physicians would also facilitate City of Dallas clinic clients with primary care provider enrollment for preventive medical care and following-up services, thus decreasing the number of the medically underserved. There is no cost to the City of Dallas because the resident physicians are training in various settings and the public health clinic is considered a part of their outpatient training.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City

October 10, 2007

WHEREAS, the Environmental and Health Services Department (EHS) Public Health Division does not provide community health training for resident physicians at University of Texas Southwestern Medical Center at Dallas; and

WHEREAS, there is a need to provide opportunities for our communities to receive more comprehensive medical care; and

WHEREAS, the agreement would provide valuable collaboration between the University of Texas Southwestern Medical Center at Dallas and the City of Dallas Health Clinics to assist patients with primary care provider enrollment for preventive medical care and following-up services, thus improving the quality of life for those persons;

NOW, THEREFORE;

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to enter into an Interlocal Agreement with the University of Texas Southwestern Medical Center at Dallas whereby resident physicians will receive training and provide medical care to the City of Dallas Health Clinic patients for the period October 1, 2007 through September 30, 2012, and execute any and all documents required by the agreement.

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

DISTRIBUTION: Environmental and Health Services
City Attorney's Office
Office of Financial Services, 4FN

AGENDA ITEM # 15

KEY FOCUS AREA: A Cleaner, Healthier City Environment

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Environmental & Health Services

CMO: Charles W. Daniels, 670-3390

MAPSCO: N/A

SUBJECT

Authorize **(1)** the acceptance of a grant from the Texas Workforce Commission to provide child care subsidies for low to moderate income parents for the period October 1, 2007 through September 30, 2008 in the amount of $150,000, **(2)** a local match in an amount not to exceed $91,935, and **(3)** execution of the grant agreement - Total not to exceed $241,935 - Financing: Texas Workforce Commission Grant Funds ($150,000) and 2007-08 Community Development Grant Funds ($91,935)

BACKGROUND

The Texas Workforce Commission (TWC) is the lead agency in Texas for the administration of federal child care funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996. To receive these federal child care funds, the State must contract with other certified child care funding providers and reimburse those providers at a rate of 62% of eligible expenditures. These reimbursements qualify as a match which enables the State to receive increased federal funds. In order to maximize the available federal child care funds, TWC contracts with various local child care initiatives, providing reimbursements which then increases their access to federal funds for child care.

For the tenth year, TWC has requested that the City of Dallas enter into a contract that would provide for increased availability of child care services for low-income parents. The City's Child Care Services Program, which is funded with Community Development Grant Funds, has been allocated $336,000 to pay for child care subsidies during fiscal year 2007-08 through price agreements with local day care providers. The proposed agreement authorizes the City to receive these additional funds, based on the reimbursement rate, for child care subsidies for TWC eligible clients. It is anticipated that the additional funds of $150,000 will cover the cost for providing child care services to approximately 82 additional children.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSION)

Authorized acceptance of grant funds from the Texas Workforce Commission for child care subsidies on October 11, 2006, by Resolution No. 06-2772.

Authorized acceptance of grant funds from the Texas Workforce Commission for child care subsidies on September 14, 2005, by Resolution No. 05-2639.

Authorized acceptance of grant funds from the Texas Workforce Commission for child care subsidies on September 22, 2004, by Resolution No. 04-2860.

Authorized acceptance of grant funds from the Texas Workforce Commission for child care subsidies on January 12, 2000, by Resolution No. 00-0263.

Authorized acceptance of grant funds from the Texas Workforce Commission for child care subsidies on January 13, 1999, by Resolution No. 99-0137.

FISCAL INFORMATION

$150,000 - Texas Workforce Commission Grant Funds
$ 91,935 - 2007-08 Community Development Grant Funds

WHEREAS, existing child care resources do not meet the needs of those who may be eligible to receive subsidies for child care services in Texas; and

WHEREAS, Child Care Management Services, a nonprofit subsidy program, has approximately 2,000 low income parents in Dallas County who are currently on a one-year waiting list to receive child care subsidies; and

WHEREAS, the Texas Workforce Commission has requested that the City of Dallas enter into an agreement to support child care services to eligible clients and agreed to pay the City up to $150,000 to provide approximately 82 additional child care subsidies for eligible families;

NOW, THEREFORE;

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

Section 1. That following approval as to form by the City Attorney, the City Manager is hereby authorized to accept a grant from the Texas Workforce Commission to provide child care subsidies for low to moderate income parents for the period October 1, 2007 through September 30, 2008, and execute any and all documents required by the grant agreement.

Section 2. That the City Controller is hereby authorized to receive and deposit grant funds in Fund F173, Dept. EHS, Unit 0493, Revenue Source 6506, in amount not to exceed $150,000.

Section 3. That the City Manager is hereby authorized to establish appropriations in Fund F173, Dept. EHS, Unit 0493, Object Code 3099, in an amount not to exceed $150,000.

Section 4. That the City of Dallas will provide matching funds in the amount of $91,935 from Community Development Grant Funds in Fund CD07, Dept. EHS, Unit 2863, Object Code 3099.

Section 5. That the City Controller is hereby authorized to transfer eligible expenses to Fund F173, Dept. EHS, Unit 0493, Object Code 3099 from Fund CD07, Dept. EHS, Unit 2863, Object Code 3099, in an amount not to exceed $150,000.

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.

DISTRIBUTION: Environmental and Health Services
Office of Financial Services, 4FN
City Attorney's Office

AGENDA ITEM # 16

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Fire

CMO: Ryan S. Evans, 670-3314

MAPSCO: N/A

SUBJECT

Authorize the payment of annual certification and testing fees to the Texas State Commission on Fire Protection for the appropriate certification levels of each uniformed Fire-Rescue Department employee - Not to exceed $39,300 - Financing: Current Funds

BACKGROUND

The Texas Commission on Fire Protection was created in 1969 by the 61st Legislature. This Commission certifies fire protection training and education programs as having attained the minimum standards promulgated by the commission. The Commission sets and collects a fee for each certificate and recruit testing.

The Commission requires a certification fee for all firefighters, aircraft rescue firefighting crews, fire inspectors, fire investigators, and fire instructors and a testing fee for recruits.

Texas Government Code 419.026 amended September 1, 1991 provides that the Commission shall collect a fee not to exceed $35.00 for each individual certified by the Commission. All certificates must be renewed annually, and the fees charged shall be paid to the Commission by the employing entity in the manner the commission may, by rule, require.

PRIOR ACTION/REVIEW (Council, Boards, commissions)

Authorized payment for certification and testing fees on October 11, 2006 by Resolution #06-2795.

FISCAL INFORMATION

Current Funds - $39,300

October 10, 2007

WHEREAS, the State of Texas Government code 419.026, 73rd Legislature, 1991, requires the Texas Commission on Fire Protection to collect a fee not to exceed $35.00 for all certificates issued and recruits tested by the commission; and

WHEREAS, for the first fiscal year the certification and renewal fees were in effect (beginning September 1, 1985 and ending August 31, 1986) and in each year thereafter beginning on September 1 of each calendar year and ending August 31 of each calendar year), the fee must be paid by October 31, and

WHEREAS, as certification renewal notices will be mailed to all fire departments by August 15 in every calendar year beginning in 1986, renewal fees may be paid upon receipt of renewals through October;

NOW, THEREFORE,

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

Section 1. That the City controller be and is hereby authorized to make payment to the Texas State Commission on Fire Protection in order to certify all uniformed members of the Dallas Fire Department in the appropriate certification category.

Section 2. That the annual certification and recruit testing fee, not to exceed $35.00 per individual certified and/or tested, be paid for the year October 1, 2007 through September 30, 2008, for members of the Fire-Rescue Department.

Section 3. That the City Controller is hereby authorized to disburse these funds in order to make payment to the Texas State Commission on Fire Protection out of Fund 0001, Department DFD, Unit 2020, Obj. 3099, Encumbrance CT DFD20200690, Vendor #214937, total payment not to exceed $39,300.

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.

DISTRIBUTION:

Office of Purchasing/Business Diversity Development
Dallas Fire-Rescue
Office of Financial Services, 4FN

AGENDA ITEM # 17

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 56C

SUBJECT

A resolution declaring 7 properties unwanted and unneeded and authorizing their conveyance by Deed without Warranty to Kaminski Holdings, Inc., for $10 and provision of mixed-use development on the properties within 3 years of execution of the deed (list attached) – Financing: No cost consideration to the City

BACKGROUND

This item will declare 7 properties acquired by the City with CDBG funds unwanted and unneeded and authorize their conveyance for less than fair market value to Kaminski Holdings, Inc. (Kaminski). Kaminski will seek to replat the property and develop two mixed-use buildings on the property. This economic development project is a neighborhood serving retail/office and rental housing development. At the southeast corner of Bexar Street and Macon Street, a two-story building will be developed containing a total of approximately 15,000 sq. ft. including approximately 7,500 sq. ft. of ground level commercial/retail space and a minimum of 7 affordable residential rental units on the second floor. At the southeast corner of Bexar Street and Anderson Street, a two-story building will be developed containing a total of approximately 7,000 sq. ft. of commercial/retail/office space including approximately 3,500 sq. ft. on the first and second floors. Construction of the mixed-use buildings will require successful replats of the property by Kaminski. Approval to sell Kaminski the property does not constitute approval of replatting, which approval may be granted or withheld. The construction of the mixed-use development shall be completed within three (3) years from the execution date of the Deed without Warranty for the 7 properties. The deed restrictions requiring affordable rental housing for low and moderate income persons will remain in effect for 5 years after initial occupancy.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

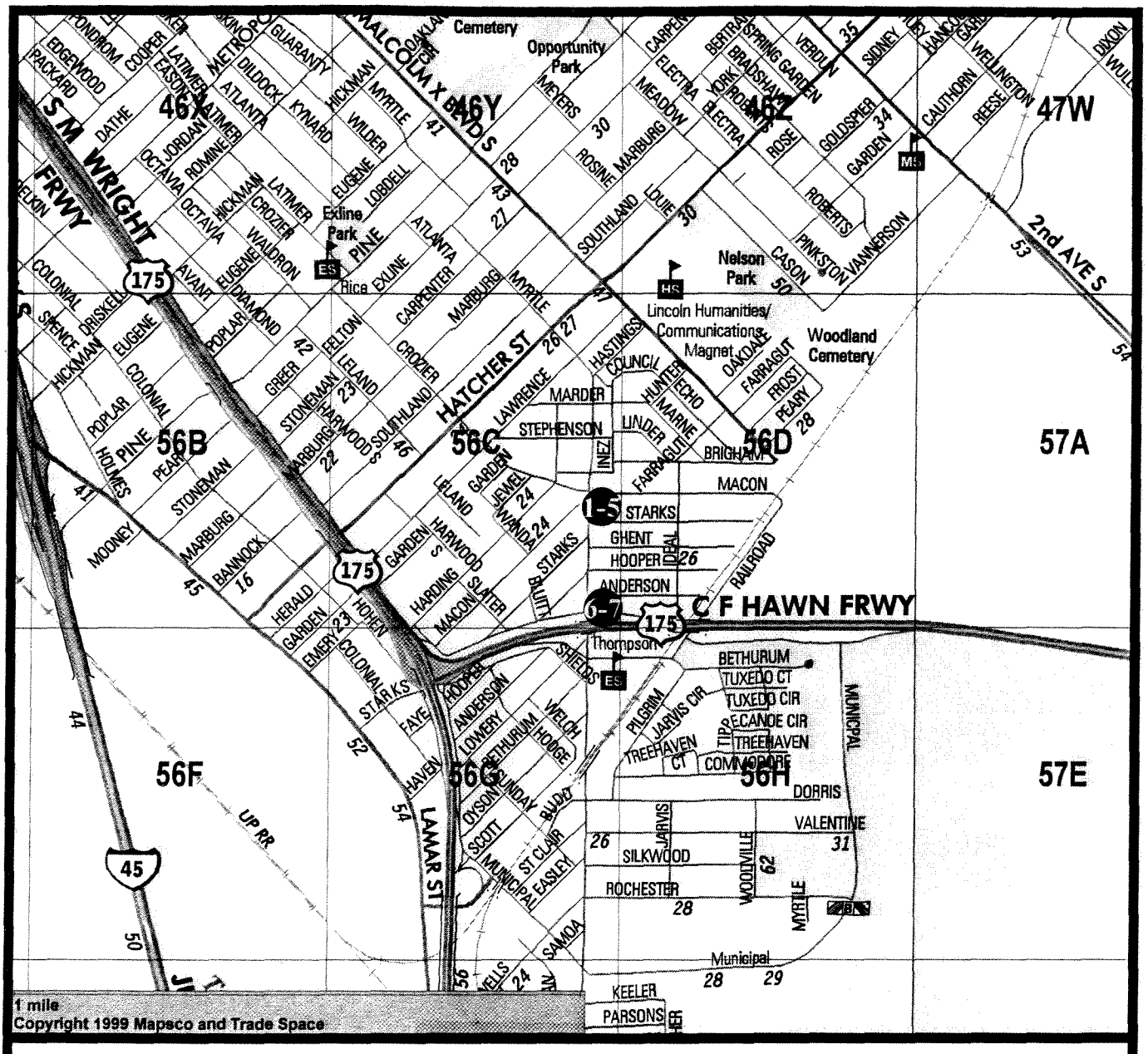
No cost consideration to the City

MAP

Attached

Bexar Street Mixed Use Lots

Parcel No.	Address	DCAD Amount	Vacant /Improved	Tract
1.	2500 Macon Street	$13,710	Vacant	I
2.	2506 Macon Street	$ 4,000	Vacant	I
3.	5208 Bexar Street	$ 4,600	Vacant	I
4.	5212 Bexar Street	$11,500	Vacant	I
5.	5216 Bexar Street	$ 4,000	Vacant	I
6.	5502 Bexar Street	$36,000	Vacant	II
7.	5504 Bexar Street	$27,960	Vacant	II



PROPERTY ADDRESS	MAPSCO	COUNCIL DISTRICT
1. 2500 Macon Street	56C	7
2. 2506 Macon Street	56C	7
3. 5208 Bexar Street	56C	7
4. 5212 Bexar Street	56C	7
5. 5216 Bexar Street	56C	7
6. 5502 Bexar Street	56C	7
7. 5504 Bexar Street	56C	7

WHEREAS, the City of Dallas acquired the tracts of land identified by legal description ("Property") on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, as authorized by Section 272.001(i) of the Texas Local Government Code, the City desires to sell the Property to a developer for the development of two mixed-use buildings as a neighborhood serving retail/office and rental housing development including "affordable rental housing" on the second floor of the 15,000 sq. ft. building for low and moderate income persons as those terms are defined for the purposes of this resolution in Section 2-26.5 of the Dallas City Code ("Code"); and

WHEREAS, on June 26, 2002, by Council Resolution No. 02-1980, the City Council adopted the FY 2002-03 Consolidated Plan Budget which included $714,000 in Community Development Block Grant (CDBG) funds for the Bexar Street Retail Development Project and this funding was used by the City to acquire the 7 properties for economic development; and

WHEREAS, the Deed without Warranty to this Property will contain:
(1) a requirement that the Purchaser seek to replat Tracts I & II of the Property (as defined in Exhibit "A") within twelve months of execution of the Deed without Warranty, which consent may be withheld,
(2) a requirement that within three (3) years of execution of the Deed without Warranty, the Purchaser develop Tract I with a building containing approximately 15,000 sq. ft. with approximately 7,500 sq. ft. as commercial/retail space on the first floor and affordable rental housing for low and moderate income households with a minimum of 7 units on the second floor of the building,
(3) a requirement that within three (3) years of execution of the Deed without Warranty, the Purchaser of Tract I secure occupancy of the 7 affordable rental housing units by low to moderate income households (households whose incomes are less than 80% of the area median income),
(4) deed restrictions on Tract I, acceptable to the City, requiring the 7 rental units to remain affordable to low and moderate income households for 5 years after initial occupancy,
(5) a requirement that within three (3) years of execution of the Deed without Warranty, the purchaser develop Tract II with a building containing approximately 7,000 sq. ft. as commercial/retail/office space, and
(6) a right of reverter to be exercised by the City if the requirements of the Deed without Warranty are not met; and

WHEREAS, The City Council desires to declare 7 properties shown on Exhibit "A" unwanted and unneeded and authorize their conveyance to Kaminski Holdings, Inc. (Kaminski) ("Purchaser") for $10 and the provision of mixed-use development of the properties; **NOW, THEREFORE;**

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

Section 1. That the Property identified on Exhibit "A" is declared unwanted and unneeded by the City Council.

Section 2. That the Deed without Warranty to the Property will contain:
(1) a requirement that the Purchaser seek to replat Tracts I & II of the Property within twelve months of execution of the Deed without Warranty, which consent may be withheld,
(2) a requirement that within three (3) years of execution of the Deed without Warranty, the Purchaser develop Tract I with a building containing approximately 15,000 sq. ft. with approximately 7,500 sq. ft. as commercial/retail space on the first floor and affordable rental housing for low and moderate income households with a minimum of 7 units on the second floor of the building,
(3) a requirement that within three (3) years of execution of the Deed without Warranty, the Purchaser of Tract I secure occupany of the 7 affordable rental housing units by low and moderate income households (households whose income are less than 80% of the area median income),
(4) deed restrictions on Tract I, acceptable to the City, requiring the 7 rental units to remain affordable to low and moderate income households for 5 years after initial occupancy,
(5) a requirement that within three (3) years of execution of the Deed without Warranty, the Purchaser develop Tract II with a building containing approximately 7,000 sq. ft. as commercial/retail/office space, and
(6) a right of reverter to be exercised by the City if the requirements of the Deed without Warranty are not met.

Section 3. That the conveyance of the Property shall be subject to any visible and apparent easements, any encroachments, any restrictions, easements and rights-of-way or other instruments of record.

Section 4. That upon receipt of the monetary consideration from Kaminski for the Property on Exhibit “A”, the City Manager is hereby authorized to execute a Deed without Warranty, upon approval as to form by the City Attorney and attested by the City Secretary, conveying the land to Kaminski, subject to the aforesaid Section 2 and the City's right of reverter and deed restrictions.

Section 5. That the City Manager is authorized to execute an instrument, approved as to form by the City Attorney, releasing the City’s reverter rights and terminating the deed restrictions to the land upon compliance with all terms and conditions of the deed restrictions.

Section 6. That any procedures required by Code Section 2-24 that are not required by state law are hereby waived with respect to this conveyance.

October 10, 2007

Section 7. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

DISTRIBUTION:
Housing Department
City Attorney's Office
Office of Financial Services/Community Development, 4FN

EXHIBIT A

Parcel No.	Property Address	Lot	Block	Legal Description Vacant/Improved	Tract
E2	2500 Macon Street	Pt. 4	10/2514	Vacant	I
E2	2506 Macon Street	Pt. 4	10/2514	Vacant	I
E3	5208 Bexar Street	3	10/2514	Vacant	I
E4	5212 Bexar Street	2	10/2514	Vacant	I
E5	5216 Bexar Street	1	10/2514	Vacant	I
E16	5502 Bexar Street	2	1/2506	Vacant	II
E17	5504 Bexar Street	1	1/2506	Vacant	II

AGENDA ITEM # 18

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 56C G

SUBJECT

Authorize acquisition of two parcels improved with vacant single-family residences at 2451 Starks Avenue and 6302 Municipal Street for the proposed Bexar Street Redevelopment Project which is being implemented as part of the Neighborhood Investment Program (list attached) - $47,000 including estimated closing costs - Financing: 2002-03 Community Development Grant Funds ($22,000); 2006-07 Community Development Grant Reprogramming Funds ($25,000)

BACKGROUND

This item authorizes the acquisition of 2451 Starks Avenue improved with a vacant single-family residence for $20,000 and 6302 Municipal Street improved with a vacant single-family residence for $23,000. These acquisitions will be used for the proposed Bexar Street Redevelopment Project which is being implemented as part of the Neighborhood Investment Program - Census Tract 39.02. The total consideration of $43,000 is based upon independent appraisals. Closing costs are estimated to be $4,000.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

2002-03 Community Development Grant Funds - $22,000 including estimated closing costs
2006-07 Community Development Reprogramming Funds - $25,000 including estimated closing costs

OWNER

Terrell Enterprises, Inc.

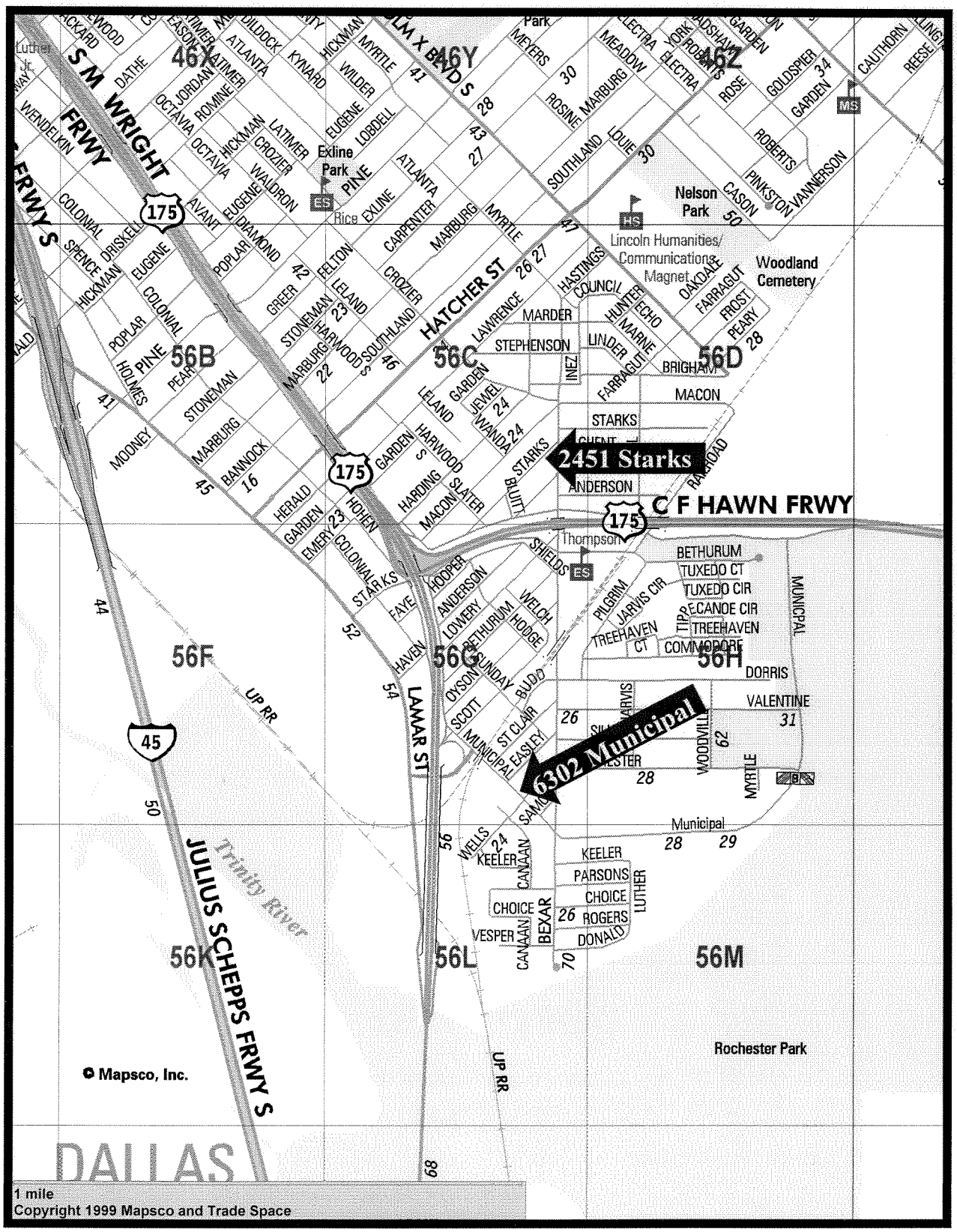
Cathy Blunck, President

MAP

Attached

Bexar Street Redevelopment Project

Parcel No.	Owner	Property Address	Offer Amount	Mapsco	Council District
W17	Felipe & Gloria Ortega	2451 Starks Avenue	$20,000	56C	7
A30	Terrell Enterprises, Inc.	6302 Municipal Street	$23,000	56G	7


2451 Starks
6302 Municipal
C F HAWN FRWY
S M WRIGHT FRWY
JULIUS SCHEPPS FRWY S
LAMAR ST
HATCHER ST
46X
46Y
46Z
56B
56C
56D
56F
56G
56H
56K
56L
56M
Exline Park
Nelson Park
Lincoln Humanities/ Communications Magnet
Woodland Cemetery
Thompson
Rochester Park
DALLAS
Trinity River
UP RR
1 mile
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October 10, 2007

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

SECTION 1. That for the purposes of this resolution, the following definitions of terms shall apply:

"CITY": The City of Dallas.

“PROJECT”: Bexar Street Redevelopment Project as part of the Neighborhood Investment Program - Census Tract 39.02.

"PROPERTY": Described in Exhibit A, attached hereto and made a part hereof for all purposes.

"PROPERTY INTEREST": Fee Simple

"OWNER(S)" and "OFFER AMOUNT": Described in Exhibit A, attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby determined that public necessity requires that the CITY should acquire the PROPERTY INTEREST under, over and across the PROPERTY necessary for the PROJECT.

SECTION 3. That the PROPERTY is hereby determined to be necessary for the PROJECT. That for the purpose of acquiring the PROPERTY INTEREST, the Director of Development Services, or such employee as she may designate, is hereby authorized and directed to offer the OFFER AMOUNT as payment for the PROPERTY to be acquired and full damages allowable by law, which amount represents its fair cash market value.

SECTION 4. That the CITY determines to appropriate the PROPERTY INTEREST under, over and across the PROPERTY for the PROJECT under the provisions of the Charter of the City of Dallas.

SECTION 5. That in the event the OWNER accepts the OFFER AMOUNT as authorized herein, the City Controller is authorized to draw a warrant in favor of the OWNER, or the then current owner of record, in the OFFER AMOUNT payable from the funding as shown below, for the properties shown on Exhibit A.

North American Title Company VENDOR # 951698

FUND	DEPT	UNIT	OBJ	CT	AMOUNT
CD02	ECO	2307	4210	ECO2307L054	$20,000

SECTION 5. (continued)

Republic Title of Texas VENDOR # 342843

FUND	DEPT	UNIT	OBJ	CT	AMOUNT
06R1	HOU	4464	4210	HOU4464L055	$23,000

SECTION 6. That the CITY is to have possession of the PROPERTY at closing; and the CITY will pay any title expenses and closing costs in an estimated amount of $4,000.

North American Title Company VENDOR # 951698

FUND	DEPT	UNIT	OBJ	CT	AMOUNT
CD02	ECO	2307	4210	ECO2307L054	$2,000

Republic Title of Texas VENDOR # 342843

FUND	DEPT	UNIT	OBJ	CT	AMOUNT
06R1	HOU	4464	4210	HOU4464L055	$2,000

SECTION 7. That the term OWNER in this resolution means all persons having an ownership interest in the PROPERTY regardless of whether those persons are actually named in Section 1. In the event of a conflict between this section and Section 1, this section controls.

SECTION 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

DISTRIBUTION:
Housing Department
City Attorney's Office
Office of Financial Services/Community Development, 4FS

EXHIBIT A

Parcel No.	Owner	Legal Description Property Address	Lots	Block	Offer Amount
W17	Felipe & Gloria Ortega	2451 Starks Avenue	25	1/2538	$20,000
A30	Terrell Enterprises, Inc.	6302 Municipal Street	1 & 2	26/2568	$23,000

AGENDA ITEM # 19

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 7

DEPARTMENT: Housing

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 56C

SUBJECT

Authorize the reconstruction on-site of the home located at 2524 Stephenson Street in accordance with the Replacement Housing Program Statement requirements - $70,000 - Financing: 2006-07 HOME Funds

BACKGROUND

The City administers the Home Repair Program to provide home repair assistance to low-income homeowners in Dallas, earning less than 80% of Area Median Family Income (AMFI). The Home Repair Program provides assistance of up to $25,000 for a full range of home repair services needed to ensure that the single–family owner-occupied structure meets all applicable Federal, State and local codes and regulations. On November 10, 2004, the City Council approved the Program Statement for the Replacement Housing and SHARE Program which allowed for reconstruction on-site with program funding up to $70,000 per home.

City Council authorization is required prior to proceeding with reconstruction on-site when all of the following conditions exist: (a) repairs necessary to meet the City's locally adopted Housing Rehabilitation Standards or Federal Housing Quality Standards and all applicable codes cannot be accomplished within the program funding limits; (b) the conditions of the home create an imminent danger to the life, health and/or safety of the residents and/or the neighborhood; and (c) repairs are not feasible in that they will not extend the life of the repaired structure beyond 15 years.

The homeowner, Ms. Amanda Whitaker, 68 years old, residing at 2524 Stephenson Street, is below 30% of the AMFI, and is eligible for a loan to reconstruct the home on-site.

This action provides authority to proceed with reconstruction of a single-family home on-site, as all three conditions noted above have been met.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 28, 1998, the City Council authorized the Program Statement authorizing the Housing Department to implement the Home Improvement Loan Program and included clarification of procedures for reconstruction on site under certain conditions by Resolution No. 98-3157.

On August 23, 2000, the City Council authorized approval of the program statement for the Home Improvement Loan Program by Resolution No. 00-2656.

On June 27, 2001, the City Council authorized approval of a program statement for the Home Repair Program by Resolution No. 01-2049.

On August 14, 2002, the City Council authorized the Program Statement for the Home Repair Program by Resolution No. 02-2272.

On October 23, 2002, the City Council authorized the Program Statement for the Home Repair Program by Resolution No. 02-3047.

On October 22, 2003, the City Council authorized the Program Statement for the Replacement and SHARE Housing Program by Resolution No. 03-2833.

On June 23, 2004, the City Council authorized an amendment to the Program Statement for the Replacement and SHARE Housing Program by Resolution No. 04-2097.

On October 18, 2004, the Housing and Neighborhood Development Committee recommended increasing the maximum loan for a replacement home to $70,000.

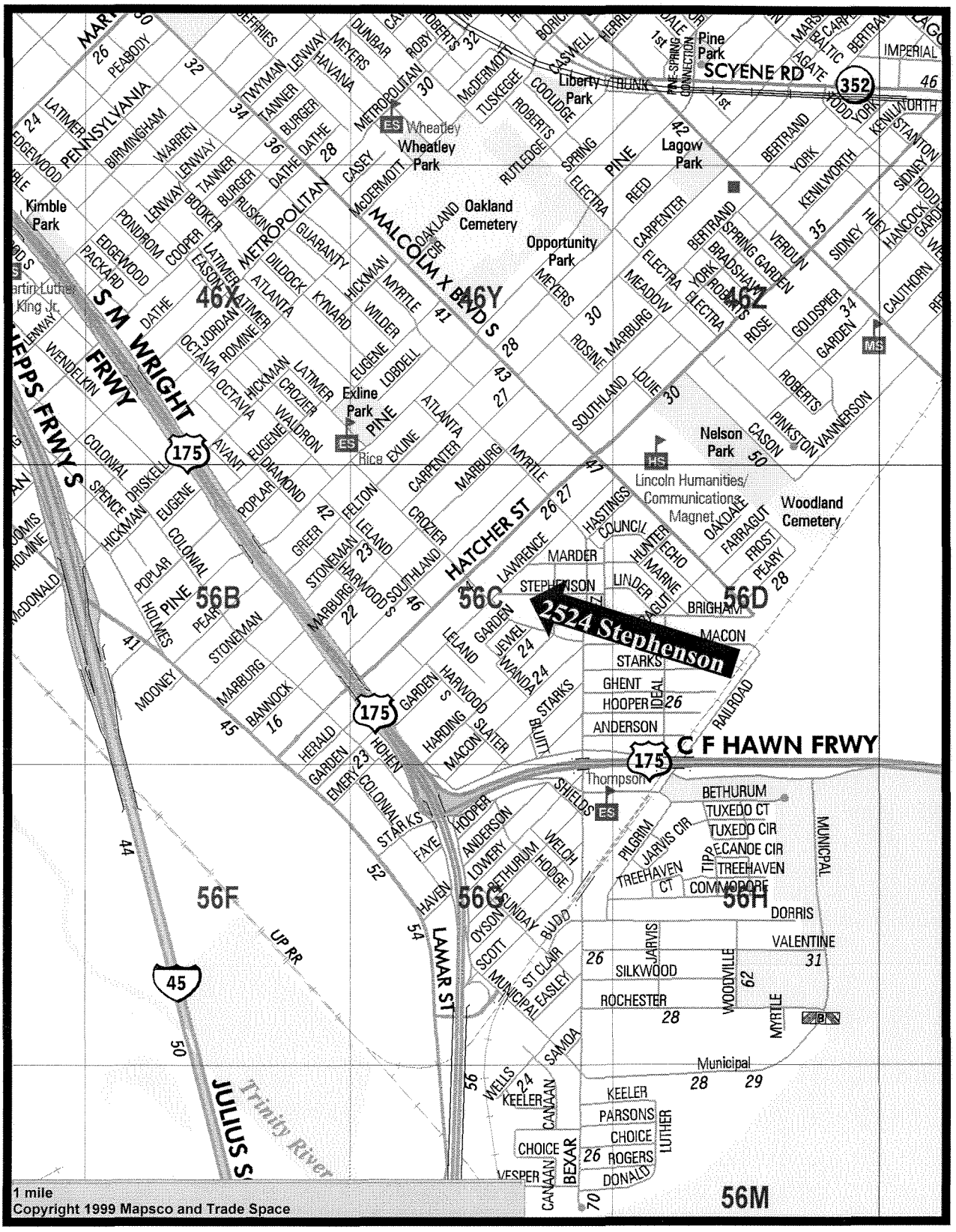
On November 10, 2004, the City Council authorized an amendment to the Program Statement for the Replacement and SHARE Housing Program to increase the maximum loan amount to $70,000 by Resolution No. 04- 3194.

FISCAL INFORMATION

$70,000 - 2006-07 HOME Funds

MAP

Attached



SCYENE RD
352
Pine Park
Liberty Park
Wheatley Park
Lagow Park
Oakland Cemetery
Opportunity Park
Kimble Park
MALCOLM X BLVD S
46X
46Y
46Z
S M WRIGHT FRWY
HEPPS FRWY S
175
Exline Park
Nelson Park
Lincoln Humanities/ Communications Magnet
Woodland Cemetery
HATCHER ST
56B
56C
56D
2524 Stephenson
C F HAWN FRWY
Thompson
56F
56G
56H
LAMAR ST
UP RR
45
JULIUS S
Trinity River
56M
1 mile
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MAPSCO 56C

October 10, 2007

WHEREAS, on October 22, 2003, the City Council approved a Program Statement for the Replacement Housing Program including the option for home reconstruction on site; and

WHEREAS, property owner Ms. Amanda Whitaker, at 2524 Stephenson Street made application to the Home Repair Program; and

WHEREAS, all three (3) conditions outlined in the Replacement Housing Program Statement for reconstruction of a home on-site have been met for the property owner Ms. Amanda Whitaker; **NOW THEREFORE,**

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

SECTION 1. That the application from Ms. Amanda Whitaker, under the Replacement Housing Program is hereby approved.

SECTION 2. That the City Manager, upon approval as to form by the City Attorney, is authorized to execute loan documents with Ms. Amanda Whitaker for reconstruction on-site of a home to be located at 2524 Stephenson Street.

SECTION 3. That the City Controller is authorized to make payments for reconstruction of this home in accordance with the funding information listed below:

Fund HM06, Dept HOU, Unit 3979, Obj 3100,
Vendor # MVHOU001, CT HOU 3979K081 - $70,000

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas and is accordingly so resolved.

DISTRIBUTION:

Housing Department
City Attorney's Office
Office of Financial Services/Community Development 4FS

AGENDA ITEM # 20

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing

CMO: A. C. Gonzalez, 671-8925

MAPSCO: N/A

SUBJECT

Authorize **(1)** the first of two twelve-month renewal options to the service contract with the Enterprise Community Partners, Inc., a non-profit corporation**,** in the amount of $5,242,141 ($4,742,141 program loan funds and $500,000 administration/direct project costs) for operation and administration of the Mortgage Assistance Program (MAP), including homebuyer education, for the period October 1, 2007 through September 30, 2008; and **(2)** an amendment to the MAP Statement to update Federal Housing and Urban Development terminology with respect to housing compliance – Financing: 2007-08 Community Development Grant Funds ($300,000), 2007-08 HOME Funds ($4,762,803), 2007-08 American Dream Downpayment Initiative Funds ($179,338)

BACKGROUND

The Mortgage Assistance Program (MAP) is funded from U.S. Department of Housing and Urban Development (HUD) allocations. MAP provides principal reduction, downpayment, and closing cost assistance to eligible first-time homebuyers to purchase a home in the City of Dallas. MAP makes opportunities for affordable housing available for residents of the City of Dallas earning at or below 80% of area median family income.

In the past, the MAP had over thirty qualified lenders in the Dallas area. The renewal of this contract will provide gap financing to eligible first-time homebuyers in the form of principal reduction, downpayment and closing cost assistance. Past loans have ranged from $5,000 to $16,000 per homebuyer per year with the capacity to close approximately 300 to 500 loans per year. MAP provides financing for International Residential Code (IRC) Repairs not to exceed $1,500 with a 5- year forgivable loan term.

BACKGROUND (continued)

The MAP funding also provides for the administration and monitoring of the mortgage underwriting and loan servicing, loan document recording, reporting, throughout the loan term, in addition to developing, implementing and funding a homebuyer education program.

In July 2006, the Housing Department issued a Request for Competitive Sealed Proposal (RFCSP) seeking proposers to administer the MAP for Fiscal Year 2006-07. Enterprise Community Partners, Inc., formerly known as The Enterprise Foundation, Inc. ("Enterprise), was the recommended proposer and previous contractor.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 28, 2006, the City Council approved the FY06-07 Consolidated Plan Budget for the Mortgage Assistance Program by Resolution No. 06-1739.

On October 11, 2006, the City Council authorized a twelve-month term contract with two twelve-month renewal options with Enterprise Community Partners, Inc., by by Resolution No. 06-2761.

On February 28, 2007, the City Council authorized to execute an amendment to the service contract with Enterprise Community Partners, Inc., to administer the Downtown Mortgage Assistance Program by Resolution No. 07-0708.

On June 27, 2007, the City Council approved the FY07-08 Consolidated Plan Budget for the Mortgage Assistance Program by Resolution No. 07-1978.

FISCAL INFORMATION

2007-08 - Community Development Grant Funds **-** $300,000
2007-08 - HOME Funds - $4,762,803
2007-08 - American Dream Downpayment Funds - $179,338

ETHNIC COMPOSITION

Enterprise Community Partners, Inc.

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

OWNER(S)

Enterprise Community Partners, Inc.

Doris W. Koo, President & CEO

October 10, 2007

WHEREAS, homeownership is a high priority of the City of Dallas; and

WHEREAS, the Enterprise Community Partners, Inc. formerly known as The Enterprise Foundation, Inc., has been the administrator of the City's federally funded first-time homebuyers program known as the Mortgage Assistance Program (MAP); and

WHEREAS, the MAP provides assistance to eligible homebuyers; and

WHEREAS, on September 24, 2003, the City Council authorized a one-year contract with two 12-month renewal terms with The Enterprise Foundation, Inc. to administer the MAP for FY03-04 by Resolution No. 03-2593; and

WHEREAS, on October 13, 2004, the City Council authorized the execution of the first of two 12-month contract renewal options with The Enterprise Foundation, Inc. to administer the MAP for FY04-05 by Resolution No. 04-2929; and

WHEREAS, on October 12, 2005, the City Council authorized the execution of the second of two 12-month contract renewal options with The Enterprise Foundation, Inc. to administer the MAP for FY05-06 by Resolution No. 05-2935; and

WHEREAS, on June 28, 2006, the City Council, approved the FY06-07 Consolidated Plan Budget for the Mortgage Assistance Program by Resolution No. 06-1739; and

WHEREAS, on October 11, 2006, the City Council authorized a one-year with two 12-month renewal terms with the Enterprise Community Partners, Inc. to administer the MAP for FY06-07 by Resolution No. 06-2761; and

WHEREAS, on February 28, 2007, the City Council authorized to execute an amendment to the service contract with the Enterprise Community Partners, Inc., to administer the Downtown Mortgage Assistance Program by Resolution 07-0708; and

WHEREAS, the City now desires to authorize the execution of the first of two 12-month renewal terms to the service contract with the Enterprise Community Partners, Inc. for the period October 1, 2007 through September 30, 2008, and amend the MAP Statement; **NOW THEREFORE,**

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

Section 1. That the City Manager be authorized to (1) to execute the first of two twelve-month renewal terms to the service contract with the Enterprise Community Partners, Inc. for the period October 1, 2007 through September 30, 2008; and (2) an amendment to the MAP as detailed in the attached revised Exhibit A.

Section 2. That the attached Program Statement amendment for the MAP Program is hereby approved and shall remain in effect until amended pursuant to a subsequent City Council resolution.

Section 3. That following approval as to form by the City Attorney, the City Manager is authorized to execute the necessary supplemental agreement for the renewal option and such other instruments as may be necessary to carry out the program in accordance with the MAP Statement (Exhibit A attached).

Section 4. That the City Controller be authorized to encumber and disburse funds to Enterprise Community Partners Inc., in accordance with the contract provisions as follows:

GENERAL ADMINISTRATION

FUND	DEPARTMENT	UNIT	OBJ	CT	VENDOR	AMOUNT
HM07	HOU	3207	3072	HOU3209A001	256747	$265,000

DIRECT PROJECT COSTS

FUND	DEPARTMENT	UNIT	OBJ	CT	VENDOR	AMOUNT
HM07	HOU	3208	3072	HOU3209A001	256747	$235,000

MORTGAGE ASSISTANCE PROGRAM CITYWIDE

FUND	DEPARTMENT	UNIT	OBJ	CT	VENDOR	AMOUNT
HM07	HOU	3209	3099	HOU3209A001	256747	$4,262,803
AD07	HOU	3214	3099	HOU3209A001	256747	$179,338
CD07	HOU	2892	3099	HOU3209A001	256747	$300,000

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

Distribution:

Housing Department, 6DN
City Attorneys Office, 7AN
Business Development and Procurement Services, 3FS
Office of Financial Services/Community Development, 4FS

EXHIBIT A

FY07-08 PROGRAM STATEMENT
MORTGAGE ASSISTANCE PROGRAM (MAP)

Program Purpose: To provide homeownership opportunities to low income, first-time homebuyers through the provision of financial assistance in purchasing a home.

Programs Description:

- Provides (i) downpayment, and closing cost assistance or (ii) principal reduction to low income first-time homebuyers. All properties purchased under this program must meet Federal HUD requirements for ~~minimum housing standards~~ international residential code compliance.

- Provide principal reduction, downpayment, and closing cost assistance based upon household income as follows:

Area Median Family Income (AMFI)	**80% and below**
Subsidy Amount	Up to **$10,000**
~~Minimum Housing Standards~~	International Residential Code Repair Up to $1,500
Maximum Total Benefit	$11,500

- Downpayment, closing cost assistance and principal reduction will be provided in the form of a lump sum payment at closing in exchange for the execution and placement of deed restrictions on the property for an eight (8) year term, to be amortized yearly over the term of the loan.

- All properties assisted with MAP funds must meet Federal ~~Minimum Housing Standards (MHS)~~ International Residential Code (IRC). ~~MHS~~ IRC repair funds in an amount not to exceed $1,500 shall be provided for ~~MHS~~ IRC repairs and will be forgiven on a prorated basis over a ~~five (5)~~ eight (8) year term.

Additional Program Requirements for the Downpayment and Principal Reduction Programs:

- A first-time homebuyer is defined as a person who has not owned a home in 3 years, a displaced homemaker, or a single parent.

- Assistance is available citywide through participating lenders.

FY07-08 PROGRAM STATEMENT
MORTGAGE ASSISTANCE PROGRAM (MAP)

- Home sales prices may not exceed the Single Family Mortgage Limits under Section 203 (b) of the National Housing Act and homes must be located in the Dallas city limits.

- Homebuyer must successfully complete homeownership education from an approved counseling agency.

- The City Manager, or his designee, is authorized to grant waivers to the Mortgage Assistance Program guidelines, as set forth in this Program Statement, without further City Council authorization on a case by case basis.

NEIGHBORHOOD INVESTMENT PROGRAM (NIP)

In NIP target areas, the following exceptions shall apply:

- The maximum MAP subsidy shall be up to $12,000 for all income levels (up to 80% AMFI).

- First-time homebuyer criteria do not apply; however, the homeowner must be an owner-occupant.

CADILLAC HEIGHTS NEIGHBORHOOD POLICE ACADEMY PROJECT PROVISIONS

For households displaced by acquisition of land for the Police Academy facility in the Cadillac Heights Neighborhood the following shall apply:

- The maximum MAP subsidy shall be up to $15,000 for all income levels

- First-time homebuyer criteria do not apply; however, must be an owner-occupant

- The maximum borrower out-of pocket contribution limit of $5,000 does not apply

- The requirement that homes must be located in the Dallas city limits does not apply

- ~~The requirement that fifty percent (50%) of funding reserved for loans for newly constructed homes does not apply~~

FY07- 08 PROGRAM STATEMENT
MORTGAGE ASSISTANCE PROGRAM (MAP)

- Funds for comparable replacement homes purchased anywhere will be in the form of grant assistance with no deed restrictions

- If the homebuyer purchases a replacement home in Dallas that is greater in price than a comparable replacement home, MAP funds may be used as a loan toward the cost in excess of a comparable replacement home

- A first lien mortgage on comparable replacement homes is not required

City Manager is authorized to establish guidelines and procedures to administer this program in accordance with this Program Statement and applicable federal and local regulations.

DOWNTOWN MORTGAGE ASSISTANCE PROGRAM

Program Purpose: To provide homeownership opportunities to low income, homebuyers through the provision of financial assistance in purchasing a condominium or townhouse in the Central Business District.

Program Description: Provides principal reduction, downpayment, and closing cost assistance based upon household income as follows:

Area Median Family Income (AMFI)	**80% and below**
Subsidy Amount	up to **$40,000**

- Principal reduction, downpayment, and closing cost assistance will be provided in the form of a lump sum payment at closing in exchange for the execution of lien and deed restrictions on the property in perpetuity, with the note due in full if sale occurs.

- All properties purchased under this program must meet federal and local requirements for ~~minimum housing standards~~ international residential code compliance.

- Assistance is available through participating lenders.

- Home sales prices may not exceed the Single Family Mortgage Limits under Section 203 (b) of the National Housing Act and homes must be located in the Central Business District.

FY07- 08 PROGRAM STATEMENT
MORTGAGE ASSISTANCE PROGRAM (MAP)

- Homebuyer must successfully complete homeownership education from an approved counseling agency.

- The City Manager, or his designee, is authorized to grant waivers to the Mortgage Assistance Program guidelines, as set forth in this Program Statement, without further City Council authorization on a case by case basis.

AGENDA ITEM # 21

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): N/A

DEPARTMENT: Human Resources

CMO: Jill A. Jordan, P.E., 670-5299

MAPSCO: N/A

SUBJECT

Authorize the purchase of 2,000 bus passes from the Dallas Area Rapid Transit on behalf of City employees in support of the City's 2008 clean air initiative - Not to exceed $50,000 - Financing: Current Funds

BACKGROUND

Dallas Area Rapid Transit (DART) has initiated an annual pass program designed to increase DART ridership through a reduced fare to program participants. Passes allow unlimited transportation for a full calendar year (7 days per week) on DART's bus, rail and commuter rail routes.

This enhanced travel program is expected to promote the use of public transportation by City employees, thereby decreasing automobile emissions. Facilitating employees' usage of mass transportation is part of the City's clean air strategies. The 2008 program will be effective December 1, 2007, through November 30, 2008.

The DART Pass program is open to permanent civilian and uniformed Fire employees. Uniformed Police employees already ride free of charge on DART's transportation routes. The City will purchase 2,000 passes at a total cost of $50,000. Employees will reimburse the City $25 per pass through a one-time payroll deduction.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Authorized the DART A-Pass program on January 22, 2003 by Resolution No. 03-0373.

Authorized the City funded DART A-Pass program as part of the FY 2003-04 budget on September 24, 2003 by Resolution No. 03-2570.

Authorized a contract with DART to purchase A-Passes on October 22, 2003 by Resolution No. 03-2881.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)(Continued)

Authorized the City funded DART A-Pass program as part of the FY 2004-05 budget on September 22, 2004 by Resolution No. 04-2841.

Authorized the City funded DART pass program as part of the FY 2005-06 budget on September 28, 2005 by Resolution No. 05-2822.

Authorized a contract with DART to purchase A-Passes on October 26, 2005 by Resolution No. 05-3038.

Authorize a contract with DART to purchase A-Passes on October 25,2006 by Resolution No. 06-2962.

FISCAL INFORMATION

$50,000 - Current Funds

October 10, 2007

WHEREAS, the City Council authorized the Dallas Area Rapid Transit A-Pass program on January 22, 2003 by Resolution No. 03-0373; and

WHEREAS, the City Council authorized the City funded Dallas Area Rapid Transit A-Pass program on September 24, 2003 by Resolution No. 03-2570; and the purchase of A-Passes on October 22, 2003 by Resolution No. 03-2881; and

WHEREAS, the City Council authorized the City funded Dallas Area Rapid Transit A-Pass program on September 22, 2004 by Resolution No. 04-2841; and

WHEREAS, the City Council authorized the City funded Dallas Area Rapid Transit Pass program on September 28, 2005 by Resolution No. 05-2822; and

WHEREAS, City employees will reimburse the City $25 per pass through a one-time payroll deduction; and

WHEREAS, it is the City's desire to execute a one-year contract with the Dallas Area Rapid Transit to purchase 2,000 passes for City employees, at a cost not to exceed $ 50,000.

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

SECTION 1. That the City Manager be and is hereby authorized to enter into a contract, where a contract is required, after approval as to form by the City Attorney, for the purchase of 2,000 passes on behalf of City employees in support of the City's clean air initiative from DART.

SECTION 2. That the City Controller or designee be and is hereby authorized to disburse funds from Fund 0001, Dept PER, Unit 1437, Object 3532, Encumbrance No. CT PER143707001 to Dallas Area Rapid Transit (Vendor #232802) for the purchase of 2,000 passes, on behalf of City employees at a cost not to exceed $50,000.

SECTION 3. That the City Controller or designee be and is hereby authorized to make a one-time payroll deduction of $25 per employee purchasing a bus pass to reimburse the City to Fund 0001, Dept PER, Unit 1437, Object 3532.

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 is accordingly so resolved.

Distribution: Human Resources - 6AS
Office of Financial Services - 4FN
City Attorney's Office - 7DN

AGENDA ITEM # 22

KEY FOCUS AREA: A Cleaner, Healthier City Environment

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 4, 5, 6, 7

DEPARTMENT: Park & Recreation

CMO: Paul D. Dyer, 670-4071

MAPSCO: 55-J 58-V 22-J 47-Q

SUBJECT

Authorize a contract for the installation of the fuel island canopies at Crawford Service Center located at 8700 Elam Road, Ewing Street Service Center located at 1021 South Ewing Street, I.C. Harris Service Center located at 5620 Parkdale, and L.B. Houston Golf Course located at 11223 Luna Road - Phoenix I Restoration and Construction, Ltd., best value proposer of two - $259,457 - Financing: 2004 Certificates of Obligation Funds

BACKGROUND

This action will award a contract for the installation of the fuel island canopies to Phoenix I Restoration and Construction, Ltd., best value proposer of two, in the amount of $259,457. On January 18, 2007, the Park and Recreation Board approved the advertisement for a Request for Competitive Sealed Proposals (RFCSP) for the installation of the fuel island canopies at Ewing Street Service Center located at 1021 So. Ewing Street, I.C. Harris Service Center located at 5620 Parkdale, and L.B. Houston Service Center located at 11223 Luna Road. On May 16, 2006, two proposals were received and it was determined that Phoenix I Restoration and Construction, Ltd. provided the best value. Proposals based on RFCSP are evaluated on pre-set criteria which includes cost, qualifications of the prime, construction amount and schedule ratings are based on mathematical formulas, with the best price and best schedule being given the highest scores. Ratings "1" to "10" are given for each criteria with "10" being the best rating. These ratings are multiplied by the weighting to obtain the score for each criteria.

BACKGROUND (Continued)

The following is a list of the rating criteria and values for each criteria:

Rating Criteria	Weighting
1. Proposed Construction Contract Amount	50%
2. Qualifications/Experience/References for Prime Firm	20%
3. Subcontractor Experience	15%
4. Good Faith Effort Plan	5%
5. Financial Sufficiency	5%
6. Schedule/Time of Completion	5%
	100%

ESTIMATED SCHEDULE OF PROJECT

Began Design	August 2006
Completed Design	December 2006
Begin Construction	December 2007
Complete Construction	April 2008

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The Park and Recreation Board authorized the advertisement for a Request for Competitive Sealed Proposals on January 18, 2007.

The Park and Recreation Board authorized award of the contract on September 20, 2007.

FISCAL INFORMATION

2004 Certificates of Obligation Funds - $259,457

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Phoenix I Restoration and Construction, Ltd.

White Male	16	White Female	2
Black Male	1	Black Female	0
Hispanic Male	49	Hispanic Female	0
Other Male	0	Other Female	0

PROPOSAL INFORMATION

The following two proposals were received and opened on May 16, 2007:

Proposers	Base Bid	Alter. No. 1**	Total	Scores
Phoenix I Restoration and Construction, Ltd.	$205,737	$53,720	$259,457	2663.50
A S Con, Inc.	$204,300	$69,000	$273,300	2580.00

**Alternate No. 1 - provides for the installation of the fuel island canopy at Crawford Service Center.

OWNER

Phoenix I Restoration and Construction, Ltd.

Dale C. Sellers, President

MAP

Attached

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize a contract for the installation of the fuel island canopies at Crawford Service Center located at 8700 Elam Road, Ewing Street Service Center located at 1021 South Ewing Street, I.C. Harris Service Center located at 5620 Parkdale, and L.B. Houston Golf Course located at 11223 Luna Road - Phoenix I Restoration and Construction, Ltd., best value proposer of two - $259,457 - Financing: 2004 Certificates of Obligation Funds

Phoenix I Restoration and Construction, Ltd. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$259,457.00	100.00%
Total non-local contracts	$0.00	0.00%
TOTAL CONTRACT	$259,457.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
Axis Contracting	WFDB32463Y1007	$73,348.25	28.27%
Total Minority - Local		$73,348.25	28.27%

Non-Local Contractors / Sub-Contractors

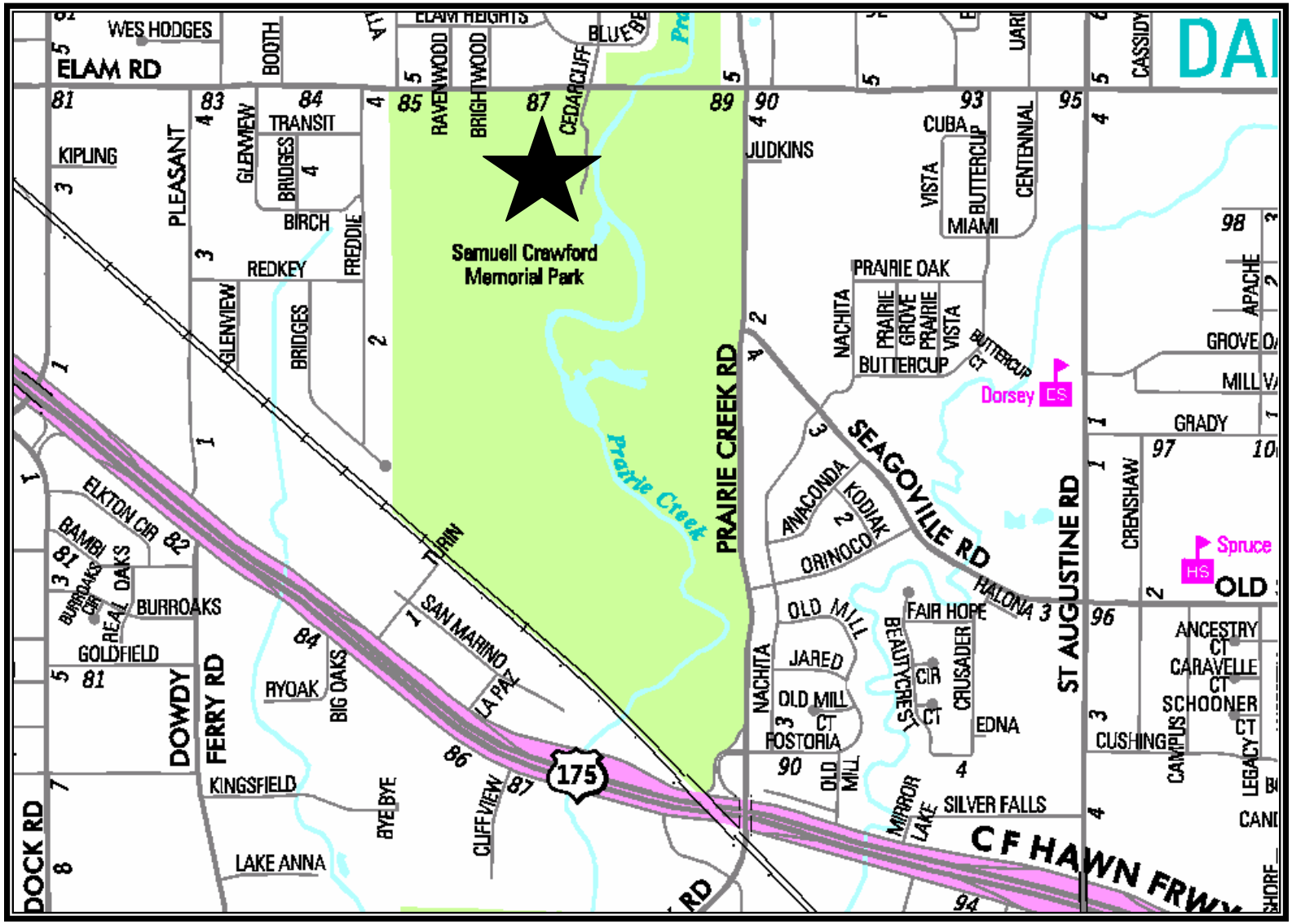
None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
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	$73,348.25	28.27%	$73,348.25	28.27%
Total	$73,348.25	28.27%	$73,348.25	28.27%

Service Center at
Crawford Memorial Park

Council District 5

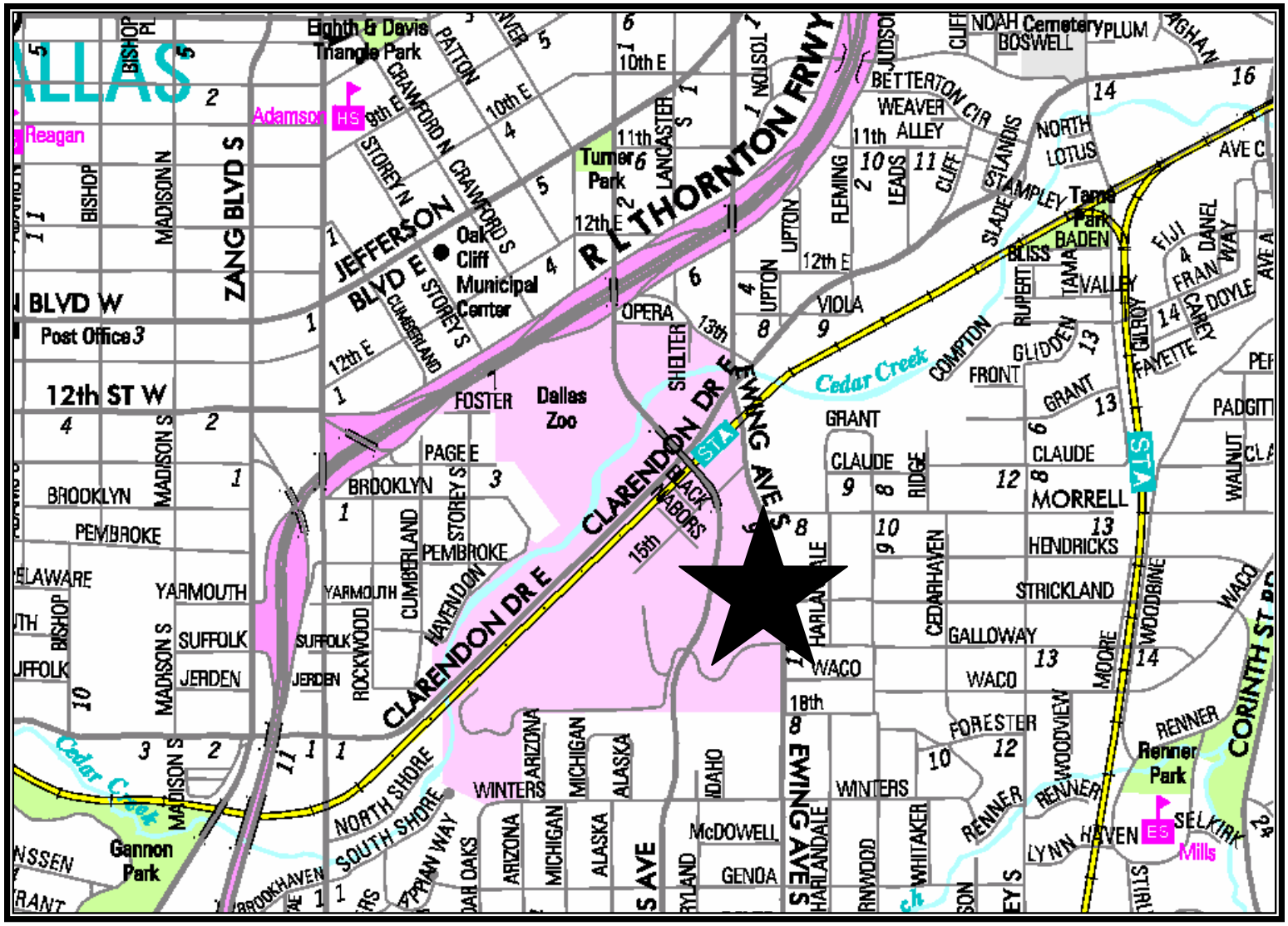


8700 Elam Road

Mapsco # 58-V

Ewing St. Service Center

Council District 4

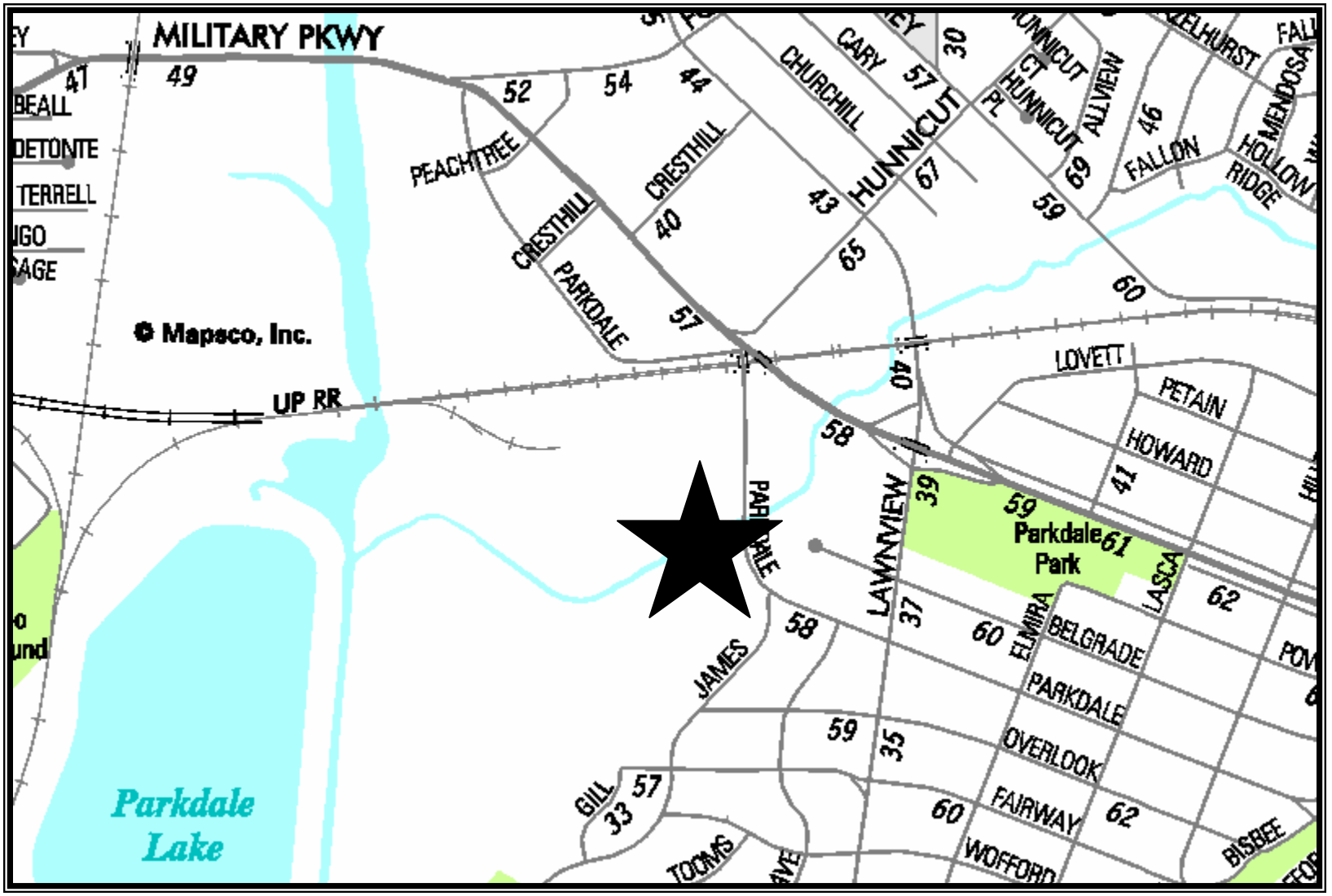


1021 So. Ewing St.

Mapsco # 55-J

I.C. Harris Service Center

Council District 7

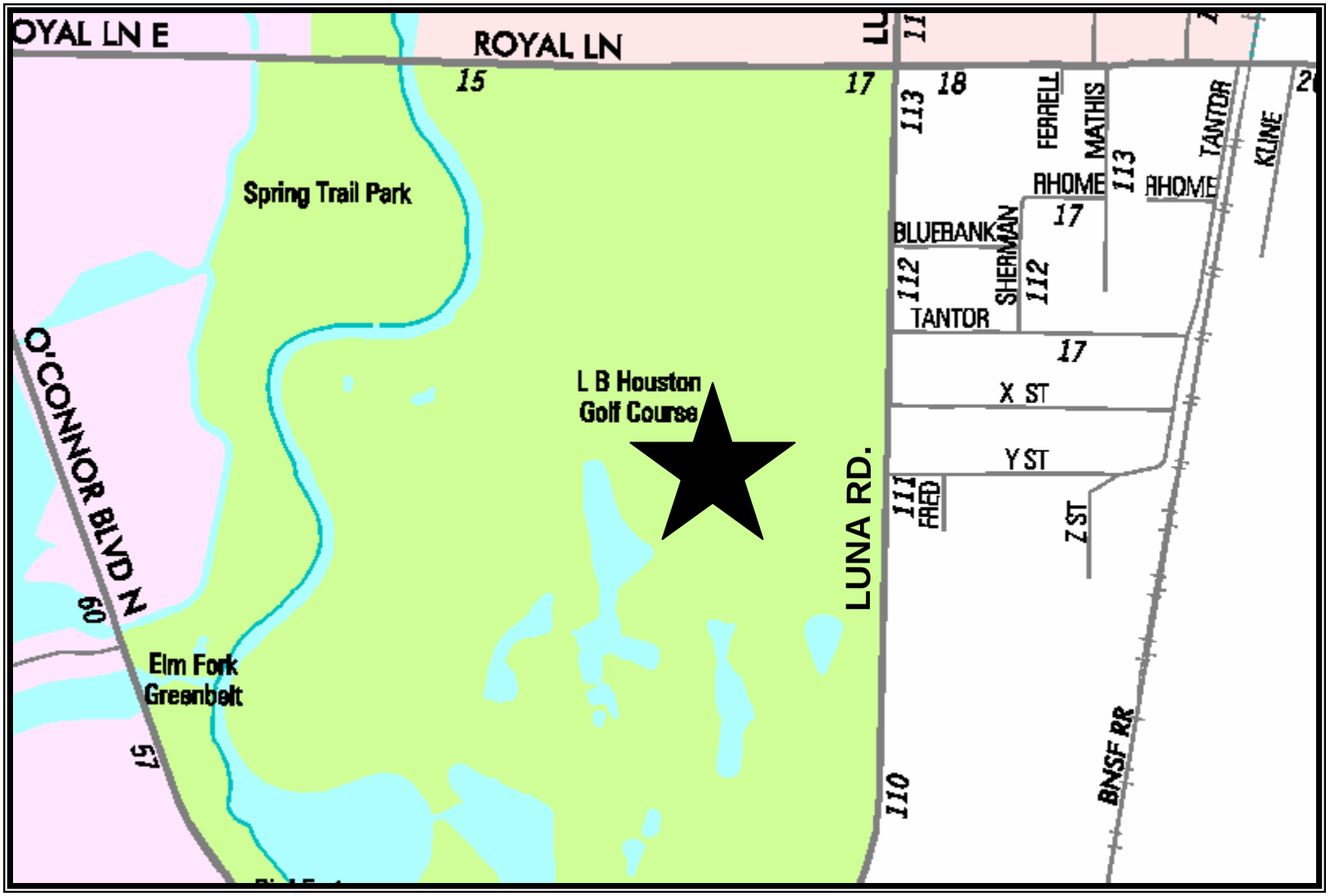


5620 Parkdale Dr.

Mapsco # 47-Q

L. B. Houston Golf Course

Council District 6



11223 Luna Road

Mapsco # 22-J

October 10, 2007

WHEREAS, on January 18, 2007, the Park and Recreation Board approved the advertisement for a Request for Competitive Sealed Proposals for the installation of the fuel island canopies at Crawford Service Center located at 8700 Elam Road, Ewing Street Service Center located at 1021 South Ewing Street, I.C. Harris Service Center located at 5620 Parkdale, and L.B. Houston Golf Course located at 11223 Luna Road; and

WHEREAS, on May 16, 2007, two proposals were received for the installation of the fuel island canopies at Crawford Service Center located at 8700 Elam Road, Ewing Street Service Center located at 1021 South Ewing Street, I.C. Harris Service Center located at 5620 Parkdale, and L.B. Houston Golf Course located at 11223 Luna Road with the proposal provided by Phoenix I Restoration and Construction, Ltd., best value for the City of Dallas.

Proposers	**Base Bid**	**Alter. No. 1****	**Total**	**Scores**
Phoenix I Restoration and Construction, Ltd.	$205,737	$53,720	$259,457	2663.50
A S Con, Inc.	$204,300	$69,000	$273,300	2580.00

** Alternate No. 1 - provides for the installation of the fuel island canopy at Crawford Service Center.

WHEREAS, Phoenix I Restoration and Construction, Ltd. provided a final and best offer in the amount of $259,457 for the installation of the fuel island canopies at Crawford Service Center located at 8700 Elam Road, Ewing Street Service Center located at 1021 South Ewing Street, I.C. Harris Service Center located at 5620 Parkdale, and L.B. Houston Golf Course located at 11223 Luna Road. **Now, Therefore,**

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

SECTION 1. That the City Manager is hereby authorize to enter into a contract with Phoenix I Restoration and Construction, Ltd. for the installation of the fuel island canopies at Crawford Service Center located 8700 Elam Road, Ewing Street Service Center located at 1021 South Ewing Street, I.C. Harris Service Center located at 5620 Parkdale, and L.B. Houston Golf Course located at 11223 Luna Road, in an amount not to exceed $259,457.

SECTION 2. That the President of the Park and Recreation Board and the City Manager be authorized to execute a contract with Phoenix I Restoration and Construction, Ltd., after approval as to form by the City Attorney's Office.

SECTION 3. That the City Controller be and is hereby authorized to pay the amount of $259,457 to Phoenix I Restoration and Construction, Ltd., from (2004) Certificates of Obligation Fund 0589, Department PKR, Unit P198, Object 4599, Activity AQFC, Program PK05P198, CT-PKR07018924, Commodity 91200, Vendor VC0000003594.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 23

KEY FOCUS AREA: Better Cultural, Arts and Recreational Amenities

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 9

DEPARTMENT: Park & Recreation

CMO: Paul D. Dyer, 670-4071

MAPSCO: 37-M

SUBJECT

Authorize a professional services contract with Elliott and Associates Architects for schematic design and construction cost estimates for a new building to replace the Dreyfuss Club at White Rock Lake Park located at 600 East Lawther Drive - $41,500 - Financing: 1998 Bond Funds

BACKGROUND

Elliott and Associates Architects will provide schematic design and construction cost estimates for a new building to replace the Dreyfuss Club at White Rock Lake Park located at 600 East Lawther Drive.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	December 2007
Complete Design	February 2008

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The Park and Recreation Board authorized the professional services contract on September 6, 2007.

FISCAL INFORMATION

1998 Bond Funds - $41,500

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Elliott and Associates Architects

White Male	12	White Female5	
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	1	Other Female	0

OWNERS

Elliott and Associates Architects

Rand L. Elliott, President
Jeanette Elliott, Secretary/Treasurer

MAP

Attached

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize a professional services contract with Elliott and Associates Architects for schematic design and construction cost estimates for a new building to replace the Dreyfuss Club at White Rock Lake Park located at 600 East Lawther Drive - $41,500 - Financing: 1998 Bond Funds

Elliott and Associates Architects is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$41,500.00	100.00%
TOTAL CONTRACT	$41,500.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

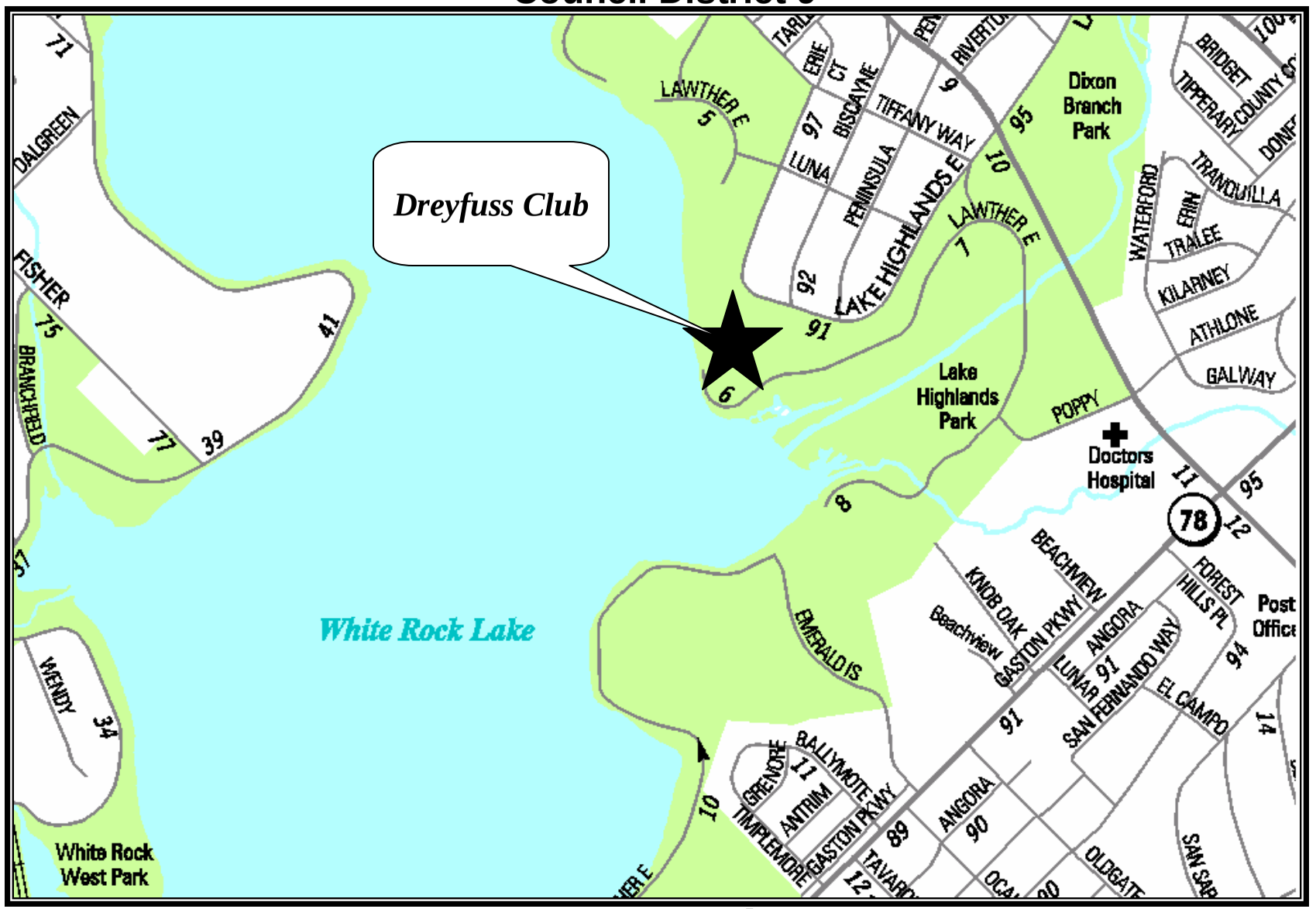
None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
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%

White Rock Lake Park - Dreyfuss Club

Council District 9



600 East Lawther

Mapsco # 37M

October 10, 2007

WHEREAS, it is necessary to retain an architectural firm for schematic design and construction cost estimates for a new building to replace the Dreyfuss Club at White Rock Lake Park located at 600 East Lawther Drive, and the firm of Elliott and Associates Architects has presented a proposal dated May 23, 2007 to provide these services for a fee not to exceed $41,500.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services contract with Elliott and Associates Architects for schematic design and construction cost estimates for a new building to replace the Dreyfuss Club at White Rock Lake Park located at 600 East Lawther Drive, in an amount not to exceed $41,500.

SECTION 2. That the President of the Park and Recreation Board and the City Manager be authorized to execute the contract with Elliott and Associates Architects, after approval as to form by the City Attorney's Office.

SECTION 3. That the City Controller be and is hereby authorized to pay the amount of $41,500 to Elliott and Associates Architects from (1998) Park, Playground, Recreation and Community Facilities Fund 1P00, Department PKR, Unit P388, Object 4112, Activity RFS1, Program PK98P388, CT-PKR07018909, Commodity 92500, Vendor 515382.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 24

KEY FOCUS AREA: Better Cultural, Arts and Recreational Amenities

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 2

DEPARTMENT: Park & Recreation

CMO: Paul D. Dyer, 670-4071

MAPSCO: 45-E

SUBJECT

Authorize Supplemental Agreement No. 1 to the contract with Newman, Jackson and Bieberstein Landscape Architecture for electrical design services for the existing plaza area at Pike Park located at 2807 Harry Hines Boulevard - $2,600, from $22,979 to $25,579 - Financing: 2003 Bond Funds

BACKGROUND

The original contract with Newman, Jackson and Bieberstein Landscape Architecture for plaza improvement planning and design, and a monument sign design for Pike Park and Little Heroes baseball field was approved on October 11, 2005, by Administrative Action No. 05-2873, in the amount of $22,978.50.

Supplemental Agreement No. 1 includes electrical design services for the existing plaza area at Pike Park located at 2807 Harry Hines Boulevard, in the amount of $2,600, making a revised contract amount of $25,578.50.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	November 2007
Complete Design	December 2007
Begin Construction	May 2008
Complete Construction	September 2008

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The Park and Recreation Board authorized Supplemental Agreement No. 1 on September 6, 2007.

FISCAL INFORMATION

2003 Bond Funds - $2,600

Original Contract	$22,978.50
Supplemental Agreement No. 1 (this action)	$2,600.00
Total	$25,578.50

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Newman, Jackson and Bieberstein Landscape Architecture

White Male	4	White Female	6
Black Male	0	Black Female	0
Hispanic Male	0	Hispanic Female	0
Other Male	0	Other Female	0

OWNERS

Newman, Jackson and Bieberstein Landscape Architecture

Gene Newman, President
Rowland Jackson, Vice President
Karl Von Bieberstein, Vice President

MAP

Attached

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 1 to the contract with Newman, Jackson and Bieberstein Landscape Architecture for electrical design services for the existing plaza area at Pike Park located at 2807 Harry Hines Boulevard - $2,600, from $22,979 to $25,579 - Financing: 2003 Bond Funds

Newman, Jackson, Bieberstein Landscape Architecture is a local, non-minority firm, has signed the "Good Faith Effort" documentation.
PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	Amount	Percent
Local contracts	$0.00	0.00%
Non-local contracts	$2,600.00	100.00%
TOTAL THIS ACTION	$2,600.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

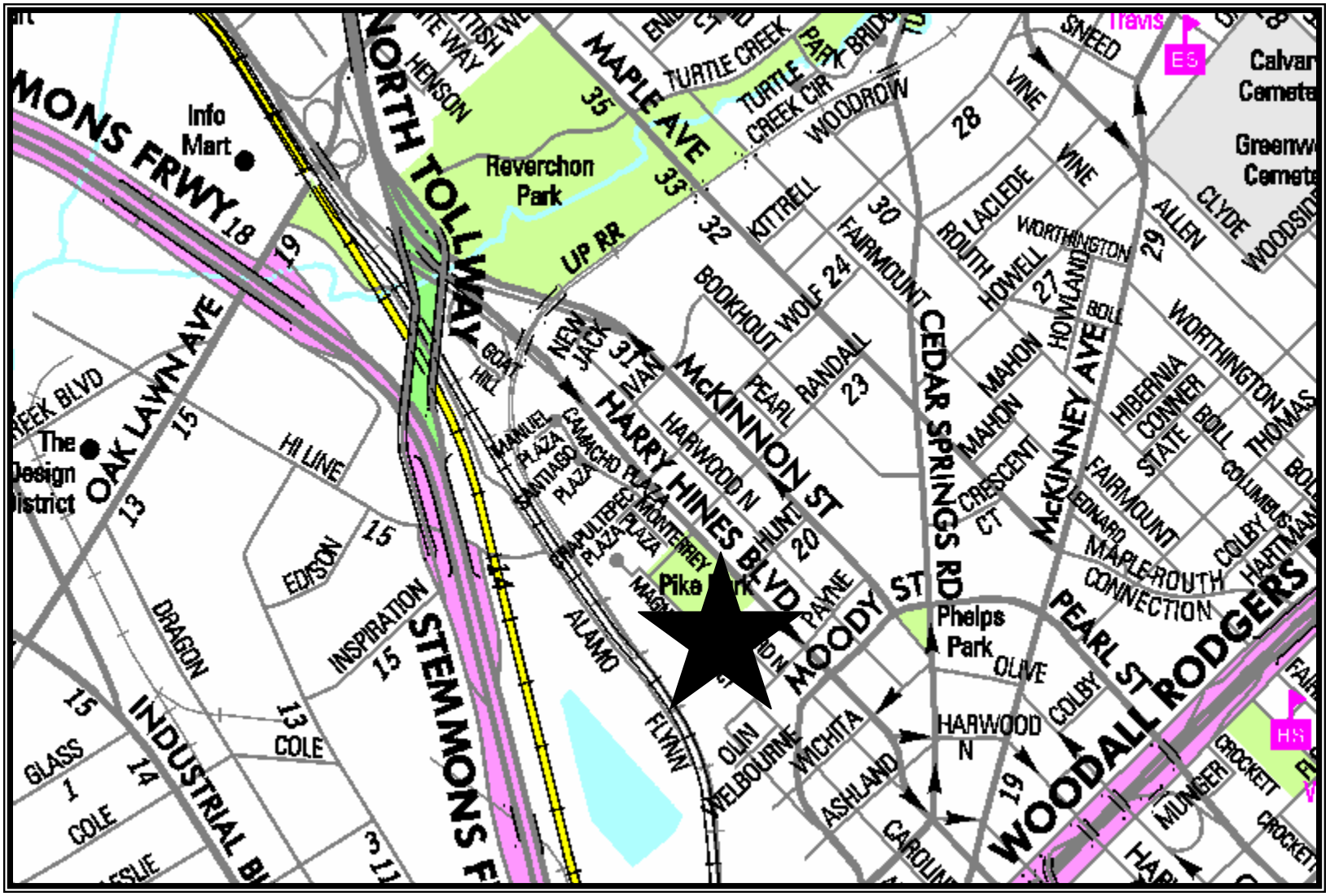
None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	Amount	Percent	Amount	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$3,000.00	11.73%
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%	$3,000.00	11.73%

Pike Park

Council District 2



2807 Harry Hines Blvd.

Mapsco # 45-E

October 10, 2007

WHEREAS, on October 11, 2005 (Administrative Action No. 05-2873), authorized a contract with Newman, Jackson and Bieberstein Landscape Architecture for plaza improvement planning and design, and a monument sign design for Pike Park and Little Heroes baseball field located at 2807 Harry Hines Boulevard, in the amount of $22,978.50; and

WHEREAS, it is now desired to enter into Supplemental Agreement No. 1 with Newman, Jackson and Bieberstein Landscape Architects for electrical design services for the existing plaza area at Pike Park located at 2807 Harry Hines Boulevard, in an amount not to exceed $2,600, increasing the original contract amount from $22,978.50 to $25,578.50.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute Supplemental Agreement No. 1 to the professional services contract with Newman, Jackson and Bieberstein Landscape Architecture for electrical design services for the existing plaza area at Pike Park located at 2807 Harry Hines Boulevard, in an amount not to exceed $2,600, increasing the original contract amount from $22,978.50 to $25,578.50.

SECTION 2. That the President of the Park and Recreation Board and the City Manager be authorized to execute the contract with Newman, Jackson and Bieberstein Landscape Architecture, after approval as to form by the City Attorney's Office.

SECTION 3. That the City Controller be and is hereby authorized to pay the amount of $2,600 to Newman, Jackson and Bieberstein Landscape Architecture from (2003) Neighborhood Park and Recreation Facilities Improvement Fund 3R05, Department PKR, Unit K243, Object 4114, Activity COPK, Program PK03K243, CT-PDPKR06018740, Commodity 92500, Vendor 092467.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the City of Dallas, and it is accordingly so resolved.

AGENDA ITEM # 25

KEY FOCUS AREA: Better Cultural, Arts and Recreational Amenities

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 8

DEPARTMENT AND AGENCY: Park & Recreation

CMO: Paul D. Dyer, 670-4071

MAPSCO: 59-R

SUBJECT

Authorize **(1)** the rejection of bids received for the installation of a new playground, site furnishings, and parking lot expansion at Cheyenne Park located at 700 Cheyenne; and, **(2)** the re-advertisement for new bids - Financing: No cost consideration to the City

BACKGROUND

On May 30, 2007, six bids were received for the installation of a new playground, site furnishings, and parking lot expansion at Cheyenne Park located at 700 Cheyenne. The apparent low bidder was deemed non-responsive due to discrepancies in the bid proposal they submitted for this project. The other bids exceeded the available budget. It is recommended that the bids received be rejected and the project readvertised.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The Park and Recreation Board authorized advertisement for bids on March 1, 2007.

The Park and Recreation Board authorized rejection of bids and the re-advertisement for new bids on September 20, 2007.

FISCAL INFORMATION

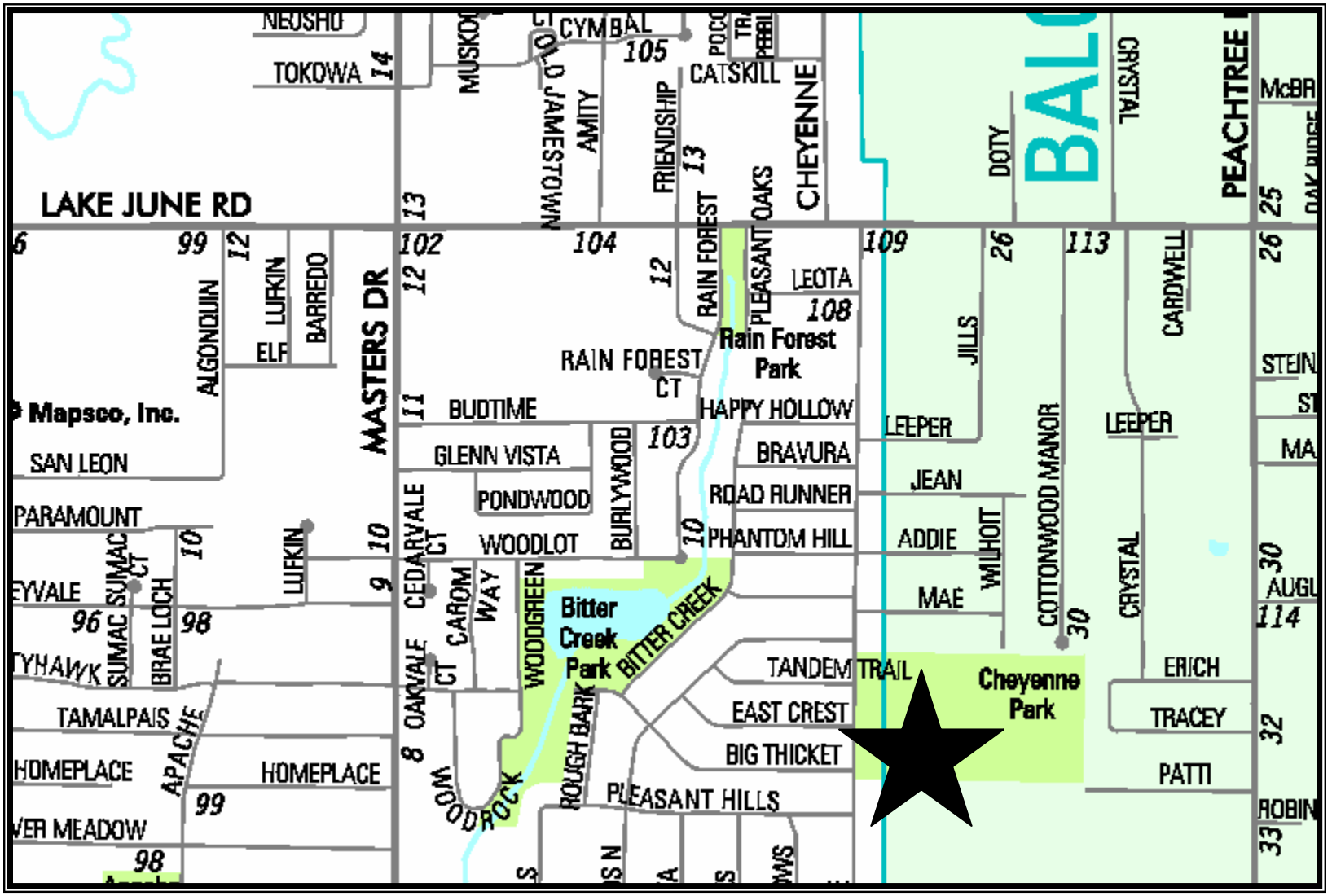
No cost consideration to the City.

MAP

Attached

Cheyenne Park

Council District 8



700 Cheyenne

Mapsco # 59-R

October 10, 2007

WHEREAS, on May 30, 2007, six bids were received for the installation of a new playground, site furnishings, and parking lot expansion at Cheyenne Park located at 700 Cheyenne; and

WHEREAS, the apparent low bidder was deemed non-responsive due to discrepancies in the bid proposal they submitted for this project. The other bids exceeded the available budget; and

WHEREAS, it has been determined that it is in the best interest of the City of Dallas to reject the six bids received and request permission to readvertise for new bids for the installation of a new playground, site furnishings, and parking lot expansion at Cheyenne Park located at 700 Cheyenne.

Now, Therefore,

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

SECTION 1. That the six bids received for the installation of a new playground, site furnishings, and parking lot expansion at Cheyenne Park are hereby rejected and authorization to solicit new bids is granted.

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

AGENDA ITEM # 26

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 4

DEPARTMENT: Public Works & Transportation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 55S

SUBJECT

Authorize a contract for the construction of street paving and storm drainage improvements on Alaska Avenue from East Saner Avenue to East Elmore Avenue - Tiseo Paving Company, lowest responsible bidder of four - $589,548 - Financing: 2003 Bond Funds

BACKGROUND

In the 2003 Bond Program, the citizens of Dallas approved funding for the design and construction of street paving and storm drainage improvements on Alaska Avenue from East Saner Avenue to East Elmore Avenue. Funds were sold in November 2005, in the amount of $92,300 and in November 2006, in the amount of $617,700 for a total of $710,000. The improvements will consist of upgrading the existing unimproved two-lane asphalt street with 26-foot wide concrete pavement with curbs, sidewalks, drive approaches, storm drainage, water and wastewater main improvements.

Bids for construction of the street paving and storm drainage improvements were received on August 2, 2007. Four bids were received, including Tiseo Paving Company, which is the low bidder.

The following chart shows Tiseo Paving Company's completed contractual activities for the past three years:

	PWT	WTR	PKR
Projects Completed	3	0	0
Change Orders	0	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	May 2006
Completed Design	June 2007
Begin Construction	November 2007
Complete Construction	May 2008

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract for engineering services on April 12, 2006**,** by Resolution No. 06-1036.

Authorized street paving improvements and a benefit hearing on August 8, 2007, by Resolution No. 07-2216.

FISCAL INFORMATION

2003 Bond Funds - $589,547.50

Design	$ 48,751.00
Construction	
Paving & Drainage (PBW)	$589,547.50
Total Project Cost	$638,298.50

This project does involve assessments.

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Tiseo Paving Company

Hispanic Female	1	Hispanic Male	67
African-American Female	0	African-American Male	6
Other Female	0	Other Male	0
White Female	3	White Male	23

BID INFORMATION

The following bids with quotes were received and opened on August 2, 2007.

* Denotes successful bidder(s)

BIDDERS	BID AMOUNT
*Tiseo Paving Company 419 E. Hwy 80 Mesquite, Texas 75150	$589,547.50
Camino Construction, LP	$596,718.00
Jeske construction	$697,641.00
PAEE Construction	$735,160.00

Engineer's Estimate: $591,463.92

OWNER(S)

Tiseo Paving Company

Arthur Tiseo, President

MAP

Attached.

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize a contract for the construction of street paving and storm drainage improvements on Alaska Avenue from East Saner Avenue to East Elmore Avenue - Tiseo Paving Company, lowest responsible bidder of four - $589,548 - Financing: 2003 Bond Funds

Tiseo Paving Company is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$288,591.25	48.95%
Total non-local contracts	$300,956.25	51.05%
TOTAL CONTRACT	$589,547.50	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

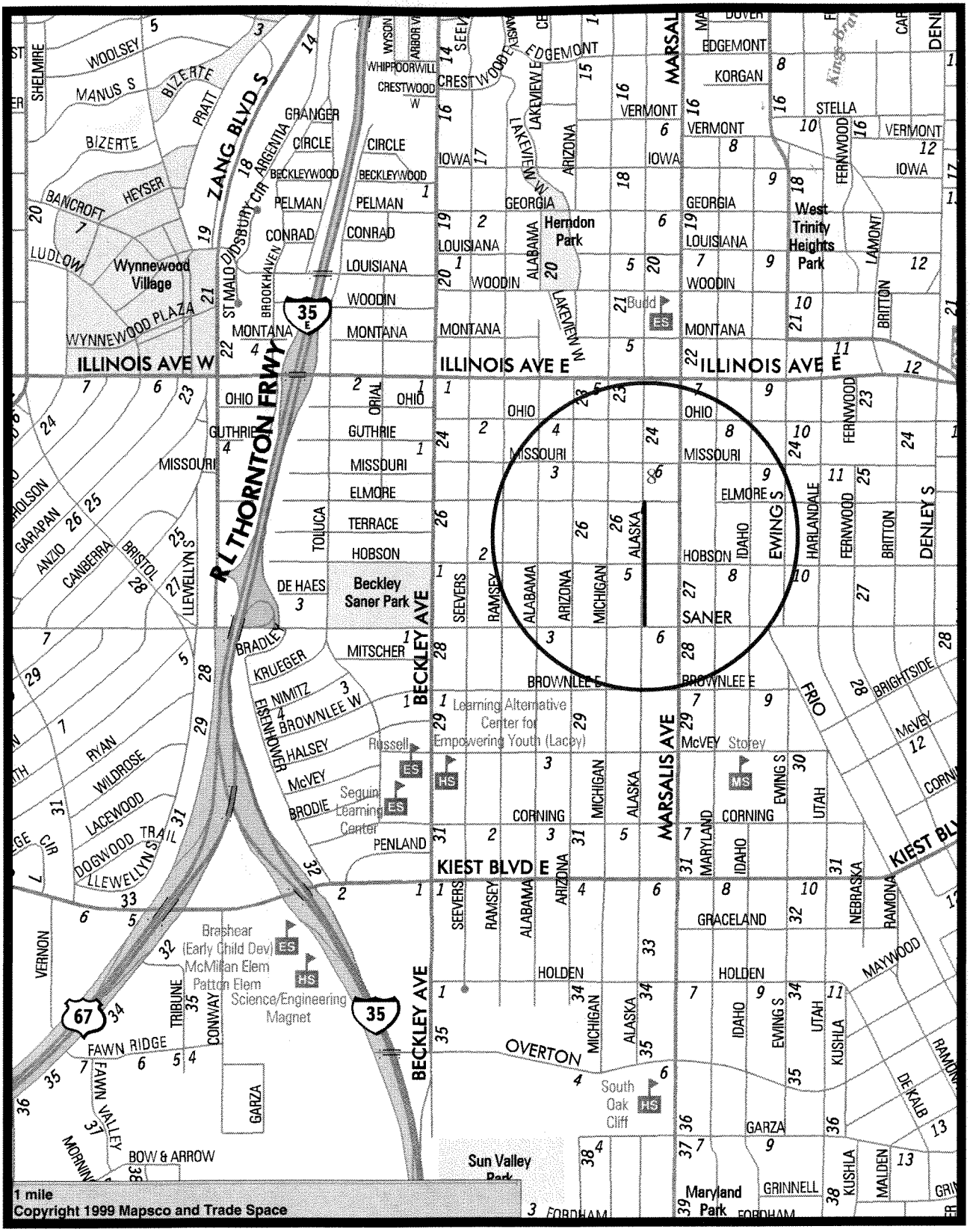
Non-Local Contractors / Sub-Contractors

Non-local	Certification	Amount	Percent
Jerusalem Corp.	BMMB33953Y0508	$109,650.00	36.43%
A & M Construction	HFMB34683N0808	$167,681.25	55.72%
Cen-Tex Seeding	WFDB34499Y0708	$4,375.00	1.45%
Total Minority - Non-local		$281,706.25	93.60%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$109,650.00	18.60%
Hispanic American	$0.00	0.00%	$167,681.25	28.44%
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%	$4,375.00	0.74%
Total	$0.00	0.00%	$281,706.25	47.78%

Alaska Avenue



Mapsco 55S

October 10, 2007

WHEREAS, on April 12, 2006, Resolution No. 06-1036 authorized a professional services contract ; and,

WHEREAS, on May 23, 2007, Resolution No. 07-0659 authorized street paving improvements and a benefit assessment hearing; and,

WHEREAS, on August 8, 2007, held benefit assessment hearing and authorized an ordinance levying benefit assessments by Resolution No. 07-2216; and

WHEREAS, bids were received on August 2, 2007, for the construction of street paving and storm drainage improvements on Alaska Avenue from East Saner Avenue to East Elmore Avenue, as follows:

BIDDER(S)	**AMOUNT OF BID**
Tiseo Paving Company	$ 589,547.50
Camino Construction, LP	$596,718.00
Jeske construction	$697,641.00
PAEE Construction	$735,160.00

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to enter into a contract with Tiseo Paving Company, for the construction of street paving and storm drainage improvements on Alaska Avenue from East Saner Avenue to East Elmore Avenue, in an amount not to exceed $589,547.50, this being the lowest responsible bid received as indicated by the tabulation of bids.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Specified Street Projects Fund
Fund 6R21, Department PBW, Unit R790, Act. TGTN
Obj. 4510, Program PB03R790, CT PBW03R790L1
Vendor #011466, in an amount not to exceed $ 589,547.50

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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Modesta Pena, OCMC, Room 307

AGENDA ITEM # 27

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 5, 8

DEPARTMENT: Public Works & Transportation
Water Utilities

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 59B P

SUBJECT

Authorize a contract for the reconstruction of street paving, storm drainage, water, and wastewater main improvements for Street Reconstruction Group 03-606 (list attached) - Camino Construction, Inc., lowest responsible bidder of four - $2,118,659 - Financing: 2003 Bond Funds ($1,465,007), Water Utilities Capital Improvement Funds ($642,851), and Water Utilities Capital Construction Funds ($10,800)

BACKGROUND

In the 2003 Bond Program, the citizens of Dallas approved funding for the design and construction of street paving, storm drainage, water, and wastewater main improvements for St. Augustine Road from Kittyhawk Road to Angelus Road and St. Augustine Road from Bruton Road to Prairie Creek Branch. Funds were sold in November 2004, in the amount of $246,818 and in November 2006, in the amount of $1,651,790 for a total of $1,898,608. The projects will consist of the reconstruction of the existing deteriorated concrete pavement with new 9-inch thick, 40-foot wide reinforced concrete pavement, storm drainage, water, and wastewater main improvements; will also include the reconstruction of sidewalks, drive approaches and installation of barrier free ramps, as necessary.

The following chart shows Camino Contruction, Inc.'s completed contractural activities for the past three years:

	PWT	WTR	PKR
Projects Completed	6	0	0
Change Orders	0	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

ESTIMATED SCHEDULE OF PROJECT

Began Design	June 2006
Completed Design	June 2007
Begin Construction	November 2007
Complete Construction	October 2008

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract on March 9, 2005, by Resolution No. 05-0907.

Authorized the rejection of bids for the reconstruction of Street Reconstruction Group 03-606, on June 27, 2007, by Resolution No. 07-1986, and the readvertisement for new bids.

FISCAL INFORMATION

2003 Bond Funds - $1,465,007.60
Water Utilities Capital Improvement Funds - $642,851.00
Water Utilities Capital Construction Funds - $10,800.00

Design	$ 154,887.00
Construction	
Paving - (PBW)	$1,465,007.60
Water & Wastewater - (DWU)	$ 653,651.00
Total Project Cost	$2,273,545.60

Council District	Amount
5	$ 534,052.60
8	$1,584,606.00
Total	$2,118,658.60

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Camino Construction, Inc.

Hispanic Female	2	Hispanic Male	45
African-American Female	0	African-American Male	1
Other Female	0	Other Male	0
White Female	0	White Male	2

BID INFORMATION

The following bids with quotes were received and opened on July 26, 2007:

*Denotes successful bidder(s)

BIDDERS	BID AMOUNT
*Camino Construction, Inc. 1208 Metro Park Lewisville, TX 75057	$2,118,658.60
Tiseo Paving Company	$2,147,120.98
P & E Contractors, Inc.	$2,445,254.50
Rebcon, Inc.	$2,874,632.70

Engineer's estimate: PBW - $1,348,148.00
DWU - $ 783,512.60

Total $2,131,660.60

OWNER(S)

Camino Construction, Inc.

Roy Ayala, General Manager

MAP

Attached.

Street Reconstruction Group 03-606

Project	Limits	Council District
St. Augustine Road	Bruton Road to Prairie Creek Branch (including intersection improvement of Bruton Road at St. Augustine Road	5
St. Augustine Road	Kittyhawk Road to Angelus Road	8

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize a contract for the reconstruction of street paving, storm drainage, water, and wastewater main improvements for Street Reconstruction Group 03-606 (list attached) - Camino Construction, Inc., lowest responsible bidder of four - $2,118,659 - Financing: 2003 Bond Funds ($1,465,007), Water Utilities Capital Improvement Funds ($642,851), and Water Utilities Capital Construction Funds ($10,800)

Camino Construction is a non-local, minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$186,984.00	8.83%
Total non-local contracts	$1,931,674.60	91.17%
TOTAL CONTRACT	$2,118,658.60	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
Magnum Manhole & Underground	WFDB31900Y0907	$17,457.00	9.34%
American Striping Company	WFDB31700Y0807	$7,283.00	3.89%
Partnering for Success	WFWB31780Y0807	$4,500.00	2.41%
Total Minority - Local		$29,240.00	15.64%

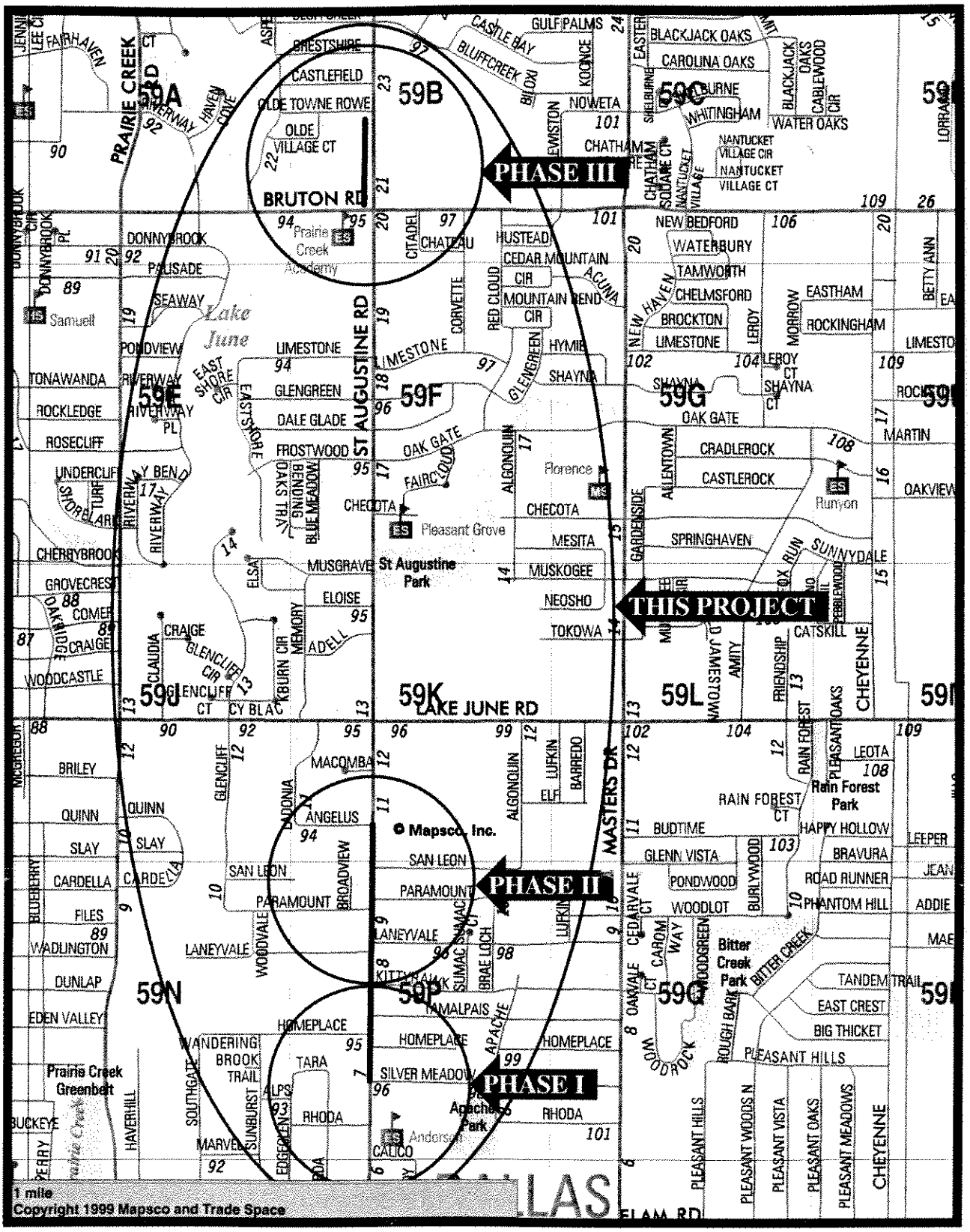
Non-Local Contractors / Sub-Contractors

Non-local	Certification	Amount	Percent
Camino Construction	HMMB0696Y0508	$1,355,115.60	70.15%
Dirt Trucking	HMDB32035Y0907	$20,000.00	1.04%
Total Minority - Non-local		$1,375,115.60	71.19%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$0.00	0.00%	$1,375,115.60	64.91%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$29,240.00	15.64%	$29,240.00	1.38%
Total	$29,240.00	15.64%	$1,404,355.60	66.29%

STREET RECONSTRUCTION GROUP 03-606



MAPSCO 59 B&P

October 10, 2007

WHEREAS, on March 9, 2005, Resolution No. 05-0907 authorized a professional services contract with Lina T. Ramey & Associates, Inc., for street reconstruction design for Street Reconstruction Group 03-606, in an amount not to exceed $153,705: and,

WHEREAS, on April 19, 2007, bids were received for the reconstruction of Street Reconstruction Group 03-606; and

WHEREAS, four bids were received for the reconstruction of Street Reconstruction Group 03-606; and,

WHEREAS, the bids received were irregular proposals; and,

WHEREAS, on June 13, 2007, Resolution No. 07-1986 authorized the rejection of bids for the reconstruction of Street Reconstruction Group 03-606, and the readvertisement of bids; and,

WHEREAS, bids were received on July 26, 2007, for the construction of street paving, storm drainage, water, and wastewater main improvements for Street Reconstruction Group 03-606, as follows:

BIDDERS	**AMOUNT OF BID**
Camino Construction, Inc.	$2,118,658.60
Tiseo Paving Company	$2,147,120.98
P & E Contractors, Inc.	$2,445,254.50
Rebcon, Inc.	$2,874,632.70

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to enter into a contract with Camino Construction, Inc., for the construction of street paving, storm drainage, water, and wastewater main improvements for Street Reconstruction Group 03-606 in an amount not to exceed $2,118,658.60, this being the lowest responsive bid received as indicated by the tabulation of bids.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the contract from:

Street and Transportation Improvements Fund
Fund 4R22, Department PBW, Unit R496, Act. SREC
Obj. 4510, Program #PB03R496, CT PBW03R496L1-01
Vendor #144735, in an amount not to exceed $ 68,042.29

Street and Transportation Improvements Fund
Fund 6R22, Department PBW, Unit R496, Act. SREC
Obj. 4510, Program #PB03R496, CT PBW03R496L1-02
Vendor #144735, in an amount not to exceed $ 382,509.31

Street and Transportation Improvements Fund
Fund 4R22, Department PBW, Unit R497, Act. SREC
Obj. 4510, Program #PB03R497, CT PBW03R496L1-03
Vendor #144735, in an amount not to exceed $ 6,892.76

Street and Transportation Improvements Fund
Fund 6R22, Department PBW, Unit R497, Act. SREC
Obj. 4510, Program #PB03R497, CT PBW03R496L1-04
Vendor #144735, in an amount not to exceed $ 463,446.24

Street and Transportation Improvements Fund
Fund 4R22, Department PBW, Unit R498, Act. SREC
Obj. 4510, Program #PB03R498, CT PBW03R496L1-05
Vendor #144735, in an amount not to exceed $ 12,608.57

Street and Transportation Improvements Fund
Fund 6R22, Department PBW, Unit R498, Act. SREC
Obj. 4510, Program #PB03R498, CT PBW03R496L1-06
Vendor #144735, in an amount not to exceed $ 531,508.43

Water Capital Improvement Fund
Fund 0115, Department DWU, Unit PW42, Act. RELP
Obj. 4550, Program #706433, Reporting WU81, CT PBW706433CP
Vendor #144735, in an amount not to exceed $ 373,558.00

Water Construction Fund
Fund 0102, Department DWU, Unit CW42, Act. RELP
Obj. 3221, Program #706433X, Reporting WU81, CT PBW706433EN
Vendor #144735, in an amount not to exceed $ 7,350.00

Wastewater Capital Improvement Fund
Fund 0116, Department DWU, Unit PS42, Act. RELP
Obj. 4560, Program #706434, Reporting TM35, CT PBW706434CP
Vendor #144735, in an amount not to exceed $ 269,293.00

Wastewater Construction Fund
Fund 0103, Department DWU, Unit CS42, Act. RELP
Obj. 3222, Program #706434EN, Reporting TM35, CT PBW706434EN
Vendor #144735, in an amount not to exceed $ 3,450.00

Total in an amount not to exceed $2,118,658.60

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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Dell Cole, OCMC, Room 307
Water, Esther Darden, 5AN

AGENDA ITEM # 28

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 2, 14

DEPARTMENT: Public Works & Transportation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 46B

SUBJECT

Authorize final payment to Dallas County for the design and construction of paving and storm drainage improvements at the intersection of Gaston Avenue at Munger Boulevard - $40,186 - Financing: 2003 Bond Funds

BACKGROUND

This project was not listed as an individual project in the 2003 Bond Program. It was funded from unencumbered 2003 Bond Funds from bonds sold in November 2004.

The intersection of Gaston Avenue at Munger Boulevard was selected in March 2000 as a candidate project in the North Central Texas Council of Governments' (NCTCOG's) First Call for Projects under the Transportation Equity Act of the 21st Century (TEA-21). Intersection improvements that benefit congestion and air quality are eligible for federal funding up to 80% of the engineering, right-of-way, and construction costs.

To expedite the implementation of this project, federal funds were reallocated to other projects to minimize the number of projects with federal funds. The federal funds were replaced by City and County funds. The City of Dallas and Dallas County are each responsible for funding 50% of design and construction costs. The City's participation was estimated at $155,000. However, construction bids came in higher than expected, and the City's share of cost increased to $215,231. Cost increases were associated with limited working space and times, significant amounts of traffic, and this being a single location intersection improvement rather than a group of projects to increase the contractor's scope of work.

Dallas County administered the design and construction of this project. Improvements at the intersection of Gaston Avenue at Munger Boulevard included the addition of left turn lanes on Gaston Avenue, median nose modifications and corner radii improvements.

Construction is complete and, additional funding in the amount of $40,185.08 is needed in order to close out the project and make final payment to Dallas County. No future council action will be required for this project.

ESTIMATED SCHEDULE OF PROJECT

Began Design	January 2006
Completed Design	May 2006
Began Construction	February 2007
Completed Construction	May 2007

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized TEA-21's First Call for Projects on April 28, 1999, by Resolution No. 99-1459.

Authorized Project Specific Agreement with Dallas County on May 24, 2006 by Resolution No. 06-1463

FISCAL INFORMATION

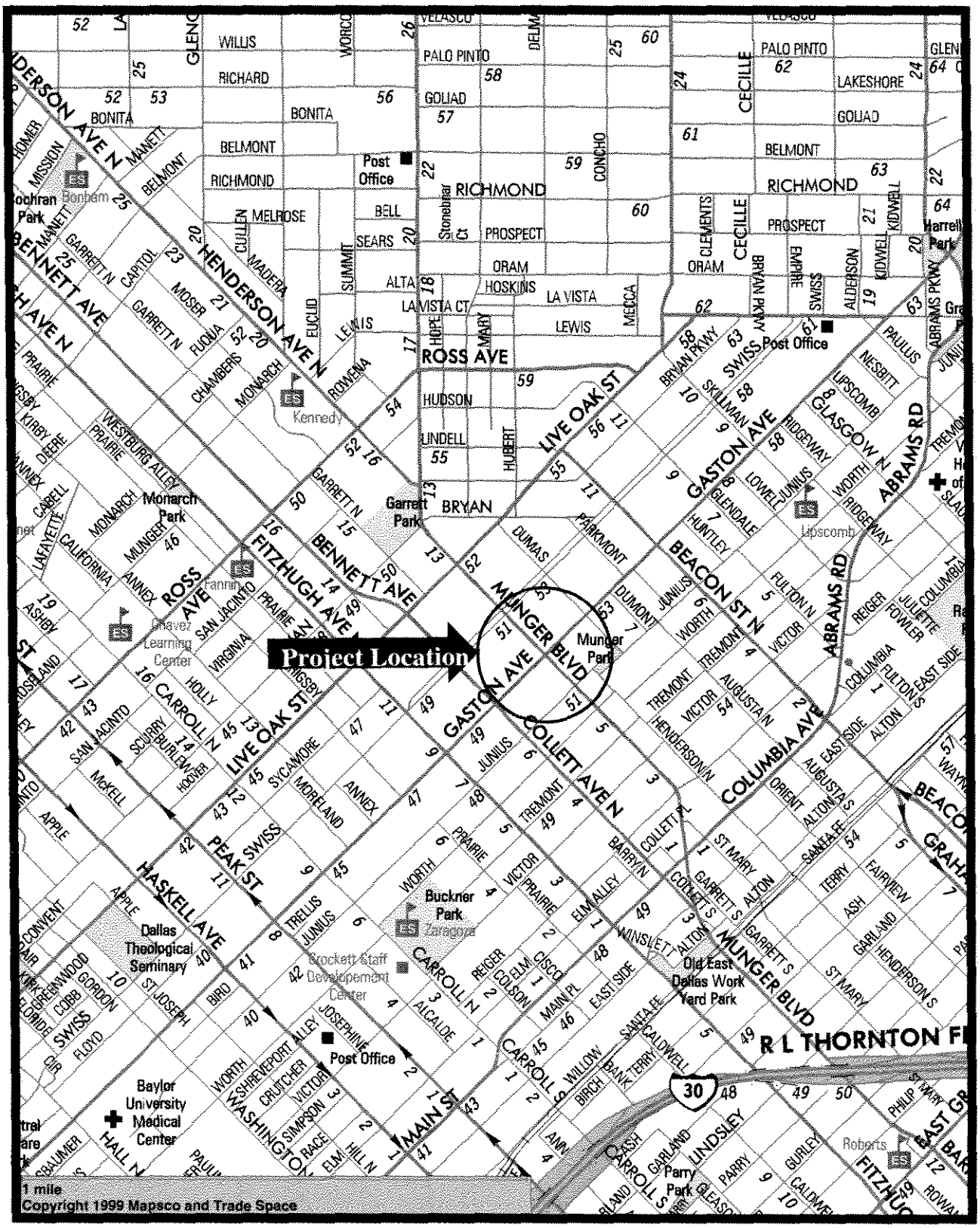
2003 Bond Funds - $40,186

Council District	Amount
2	$30,139
14	$10,047
Total	$40,186

MAP

Attached.

Gaston at Munger



Mapsco 46 B

October 10, 2007

WHEREAS, on April 28, 1999, Resolution No. 99-1459 authorized the submission, acceptance and implementation of City of Dallas candidate projects for the North Central Texas Council of Governments' (NCTCOG's) First Call for Projects under the Transportation Equity Act of the 21st Century (TEA-21); and,

WHEREAS, the intersection of Gaston Avenue at Munger Boulevard was accepted in March 2000 as a candidate project in the North Central Texas Council of Governments' (NCTCOG's) First Call for Projects in the Congestion Mitigation Air Quality Program (CMAQ) under the Transportation Equity Act of the 21st Century (TEA-21); and,

WHEREAS, Dallas County was the lead agency for the project development; and,

WHEREAS, on May 24, 2006 by Resolution No. 06-1463 the City of Dallas entered into a Project Specific Agreement with Dallas County for the design and construction of paving and storm drainage improvements at the intersection of Gaston Avenue at Munger Boulevard; and,

WHEREAS, the project was completed in May 2007.

Now, Therefore,

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

Section 1. That the City Controller is hereby authorized to disburse funds to Dallas County in accordance with the terms and conditions of the Project Specific Agreement from:

Street and Transportation Improvements Fund
Fund 4R22, Dept. PBW, Unit P285 Act. INGV
Obj. 4510, Program #PB03P285, CT PBW03P285A1
Vendor #014003, in an amount not to exceed $40,186.00

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

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Dawna Brown, 1500 Marilla, L1BS
City Attorney

AGENDA ITEM # 29

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 8

DEPARTMENT: Public Works & Transportation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 65H M

SUBJECT

Authorize **(1)** street paving, storm drainage, water and wastewater main improvements for Project Group 03-3003 to provide for partial payment of construction cost by assessment of abutting property owners; an estimate of the cost of the improvements to be prepared as required by law, and **(2)** a benefit assessment hearing to be held on November 12, 2007, to receive comments (list attached) - Financing: No cost consideration to the City

BACKGROUND

Arden Road from S. Lancaster Road to dead-end east of Bronx Avenue was requested by property owner petition and accepted in November 2001. Bronx Avenue from Arden Road to E. Ledbetter Avenue was requested by property owner petition and accepted in October 2001. The improvements will consist of upgrading the existing unimproved two-lane asphalt streets with 26-foot wide concrete pavement with curbs, sidewalks, drive approaches, storm drainage, water and wastewater improvements. Bronx Avenue from Wolcott Drive to Arden Road was requested by property owner petition and accepted in December 2001. The improvements will consist of upgrading the existing improved street with 4 or 5-foot wide concrete sidewalks and barrier free ramps in compliance with Americans with Disabilities Act (ADA).

The paving assessment process requires the following three steps:

1. Authorize paving improvements.
2. Authorize a benefit assessment hearing.
3. Benefit assessment hearing, ordinance levying assessments and authorize contract for construction.

These actions are the 1st and 2nd steps in the process.

ESTIMATED SCHEDULE OF PROJECT

Began Design	May 2006
Complete Design	September 2007
Begin Construction	January 2008
Complete Construction	August 2008

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Design (City Staff)	$ 0
Construction	
Paving & Drainage (PBW)	$1,425,886 (est.)
Water & Wastewater - (WTR)	$ 689,741 (est.)
Total Project Cost	$2,115,627 (est.)

This project does involve assessments.

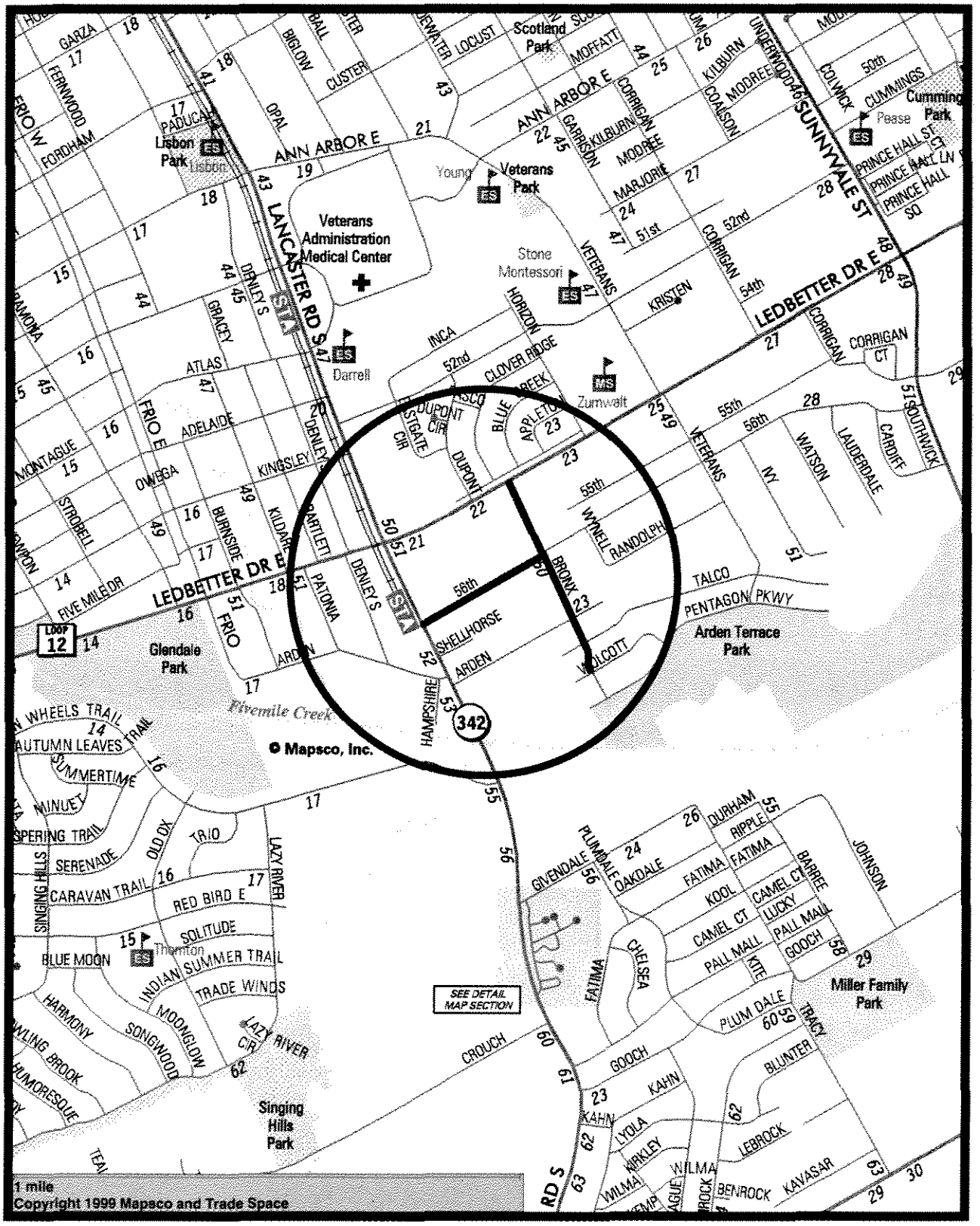
MAP

Attached.

Project Group 03-3003

Project	Limits	Council District
Arden Road	South Lancaster Road to dead-end East of Bronx Avenue	8
Bronx Avenue	Arden Road to East Ledbetter Road	8
Bronx Avenue	Wolcott Avenue to Arden Road	8

Street Group 03-3003



Mapsco 65H, M

October 10, 2007

WHEREAS, the City of Dallas deems it necessary to permanently improve the hereinafter named streets within the City of Dallas;

Now, Therefore,

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

SECTION 1. That the following streets

Project Group 03-3003

1. **Arden Road from S. Lancaster Road to Bronx Avenue to dead-end East of Bronx Avenue**
2. **Bronx Avenue from Arden Road to 56th Street to 55th Street to E. Ledbetter Road**
3. **Bronx Avenue from Wolcott Avenue to Talco Drive to Arden Road**

shall be improved in the following manner, to wit:

(1) That said streets shall be filled so as to bring same to grade.

(2) That said streets shall be paved from curb to curb with 8-inch thickness 4000-pounds per square inch reinforced concrete pavement; with 8-inch treated subgrade with 8% hydrated lime; with 6-inch height integral curbs; with 6-inch thickness reinforced concrete drive approaches; with 4-inch thickness reinforced concrete sidewalks 4 or 5 feet wide where specified, so that the roadways shall be 26 feet in width; and,

that any permanent improvements in place, meeting these specifications, or which can be utilized, shall be left in place, if any, and corresponding credits to the property owners shall be allowed on the assessments.

That bids shall be taken for the construction of the work for the type of construction enumerated above, and the work shall be done with the materials and according to plans and methods selected by the City Council after the bids are opened.

That the cost of said improvements shall be paid for as follows, to wit:

(a) That the cost of improving so much of said streets and their intersections with other streets and alleys as is occupied by the rails and tracks of street railways and steam railway, if any occupying said streets, and between the same and two (2) feet on the outside thereof, shall be paid by the owners of said railways respectively.

(b) That the City of Dallas shall pay only an amount equal to the cost of storm sewers, and also all the cost of improving intersections of said streets with other street and alleys, and partial adjusted frontages on side property, except so much thereof as shall be borne by streets railways and steam railways, as provided in Subsection (a).

(c) That after deducting the proportion of the cost provided for in said Subsections (a) and (b) above, the whole remaining cost, including the cost of concrete curbs or curbs and gutters, driveways, and sidewalks shall be paid by the owners of property abutting on said street named to be paved, in the following manner, to wit:

That the cost shall be assessed against said owners and their property respectively, in accordance with what is known as the "Front-Foot Plan", in proportion as the frontage of the property of each owner is to the whole frontage improved and shall be payable in monthly installments not to exceed one hundred twenty (120) in number, the first of which shall be payable within thirty (30) days from the date of the completion of said improvements and their acceptance by the City of Dallas, and one installment each month thereafter until paid, together with interest thereon at the current rate established and adopted by the City Council applicable to Public Improvement Assessment Accounts being paid by installments and not to exceed the statutory rate, with the provision that any of said installments may be paid at any time before maturity by the payment of the principal and the accrued interest thereon. Any property owner against whom and whose property an assessment has been levied may pay the whole assessment chargeable to him without interest within thirty (30) days after the acceptance and completion of said improvements.

Provided that, if the application of the above mentioned rule of apportionment between property owners would, in the opinion of the City Council, in particular cases be unjust or unequal, it shall be the duty of the said Council to assess and apportion said cost in such manner as it may deem just and equitable, having in view the special benefits in enhanced value to be received by each owner of such property, the equities of owners, and the adjustment of such apportionment, so as to produce a substantial equality of benefits received by and burdens imposed upon such owners.

That no such assessment shall be made against any owner of abutting property, or of a street railway or steam railway, if any, until after the notice and hearing provided by law, and no assessment shall be made against an owner of abutting property in excess of the benefits to such property in enhanced value thereof by means of such improvements.

That the contractor shall be paid for the work performed under the specifications, upon monthly estimates to be prepared by the Interim Director of Public Works and Transportation. That there shall be deducted as a retainage fee, five (5%) percent of such monthly estimates, to be held by the City of Dallas until the contract is performed and executed to the satisfaction of the Interim Director of Public Works and Transportation. The monthly estimates shall be paid on or before the 10th day of the next succeeding month for the work performed during the previous month.

For that part of the cost of the improvements that shall be determined to be levied against the owners of abutting property and their property shall be levied by assessment as herein provided, and said improvements may further be secured by Mechanic's Liens to be executed in favor of the City of Dallas, provided by law in accordance with the terms and provisions of this resolution. Paving certificates evidencing the assessment shall be issued in favor of the City of Dallas for the amount of the assessment, whether the property owners have executed Mechanic's Liens to secure the payment or not, and shall be payable for the use and benefit of the Revolving Fund established for the purpose of financing paving improvements.

That the Interim Director of Public Works and Transportation is hereby directed to prepare at once the specifications and an estimate of the cost of such improvements and file the same with the City Council for the hereinabove described pavement and improvements. That in the specifications prepared, provision shall be made to require all contractors to give such bonds as may be necessary or as required by law.

That such specifications shall require the bidder to make a bid upon the type of improvements above described, with such bonds as may be required.

That the specifications shall also state the amounts of the required bonds, as well as the method by which it is proposed to pay the cost of said improvements, said method being in accordance with this resolution.

SECTION 2. That the City Council, in initiating this proceeding, is acting under the terms and provisions of the Act passed at the First Called Session of the Fortieth Legislature of the State of Texas, and known as Chapter 106 of the Acts of said Session, together with any amendments thereto, now shown as Texas Transportation Code Annotated Sections 311 and 313 (Vernon’s 1996), which said law, as an alternative method for the construction of street improvements in the City of Dallas, Texas, has been adopted and made a part of the Charter of said City, being Chapter XX of said Charter.

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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 307
Public Works and Transportation, Athan Thompson, OCMC, Room 307
City Attorney
Office of Financial Services 4FS

I-SP-4

NOTICE OF ASSESSMENT PROCEEDINGS AND LIEN UPON ABUTTING PROPERTY

NOTICE is hereby given that the Governing Body of the City of Dallas, in the County of Dallas, in the State of Texas, by Resolution No._____ dated_____ has ordered and directed that the following street in said City be improved, to wit:

Project Group 03-3003

1. Arden Road from S. Lancaster Road to Bronx Avenue to dead-end East of Bronx Avenue

North Side of Street			**South Side of Street**		
Subdivision	Block	Lot(s)	Subdivision	Block	Lot
	3/5839	A thru G	Arden Terrace	B/6852	5 thru 1
	2/5839	Frt Pt lot 5, 84.2x201.2		A/6852	4 thru 1
	2/5839	6, 7, & 8		6852	Tr 3, Tr 2, Tr 1
GB Norman	47/5838	13A		6117	Tr 2, 1 Acre
Kessler Heights	47/5838	14A, 15A, 16 thru 20	GR Floyd	A/6117	9 & 10
Kessler Heights	47/5838	21A & 22A, S pt 22, 57x150, & pt lot 23	Donald Johns	A/6117	8 thru 6
			GR Floyd	A/6117	5, 4 & pt lot 1, 65x14.53x125x75x139.6

2. Bronx Avenue from Arden Road to 56th Street to 55th Street to E. Ledbetter Road

West Side of Street			**East Side of Street**		
Subdivision	Block	Lot(s)	Subdivision	Block	Lot
Kessler Heights	47/5838	20 & 8	Kessler Heights	46/5838	9 & 21
Kessler Heights	46/5838	20A, 20B S pt 8 & N pt 8, 92x208.7x91x208.4	Kessler Heights & Grace Ministries	47/5838	9A, 4.533 Ac
			Kessler Heights	47/5838	21A

3. Bronx Avenue from Wolcott Avenue to Talco Drive to Arden Road

West Side of Street			**East Side of Street**		
Subdivision	Block	Lot(s)	Subdivision	Block	Lot
Arden Terrace	A/6852	5 & 4	Arden Terrace	B/6852	1 & 10

In case of conflict between numbers and street names and limits, street names will govern. A portion of the cost of such improvements is to be specially assessed as a lien upon property abutting thereon.

City of Dallas, Texas

By _____
City Secretary

(File in Deed of Trust Records)

WHEREAS, the City Council of the City of Dallas is of the opinion that it is necessary to levy an assessment against the property and the owners thereof abutting upon the following:

Project Group 03-3003

1. **Arden Road from S. Lancaster Road to Bronx Avenue to dead-end East of Bronx Avenue**
2. **Bronx Avenue from Arden Road to 56th Street to 55th Street to E. Ledbetter Road**
3. **Bronx Avenue from Wolcott Avenue to Talco Drive to Arden Road**

and against street and steam railway companies whose tracks occupy said streets, if any, for a part of the cost of improving said streets, fixing a time for the hearing of the owners of said property, and the said steam railway companies and street railway companies, concerning the same, and directing the City Secretary to give notice of said hearing, as required by law; and,

WHEREAS, the City Council has heretofore, by resolution, ordered the improvement of the streets enumerated above, by paving said streets from curb to curb with 8-inch thickness 4000-pounds per square inch reinforced concrete pavement; with 8-inch treated subgrade with 8% hydrated lime; with 6-inch height integral curbs; with 6-inch thickness reinforced concrete drive approaches; with 4-inch thickness reinforced concrete sidewalks 4 or 5-feet wide; so that the roadways shall be 26 feet in width; and,

Any existing permanent improvements in place, meeting these specifications, or which can be utilized, shall be left in place, if any, and corresponding credits to the property owners shall be allowed on the assessments; and,

WHEREAS, the Interim Director of Public Works and Transportation of the City of Dallas has, in accordance with the law, filed her report with the City Council, setting forth the participation by the steam railway companies and street railway companies, if any and the property owners, in the cost thereof, together with the names of the owners and the description of said property, and the work to be done adjacent thereto, and the amounts proposed to be assessed against each lot or parcel and its owners and all other matters required by the applicable law.

Now, Therefore,

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

SECTION 1. That the report or statement filed by the Interim Director of Public Works and Transportation having been duly examined is hereby approved.

SECTION 2. That it is hereby found and determined that the cost of improvements on the hereinafter described streets, with the amount or amounts per front foot proposed to be assessed for such improvements against abutting property and the owners thereof, and against street and steam railway companies whose tracks occupy said streets, if any, are as follows, to wit:

Project Group 03-3003

1. **Arden Road from S. Lancaster Road to Bronx Avenue to dead-end East of Bronx Avenue**
2. **Bronx Avenue from Arden Road to 56th Street to 55th Street to E. Ledbetter Road**
3. **Bronx Avenue from Wolcott Avenue to Talco Drive to Arden Road**

shall be improved from curb to curb with 8-inch thickness 4000-pounds per square inch reinforced concrete pavement; with 8-inch treated subgrade with 8% hydrated lime; with 6-inch height integral curbs; with 6-inch thickness reinforced concrete drive approaches; with 4-inch thickness reinforced concrete sidewalks 4 or 5-feet wide; so that the roadway shall be 26 feet in width; and,

The estimated cost of the improvements is **$2,115,627.00 (est.)**
a. The estimated rate per square yard to be assessed against abutting property and the owners thereof for concrete drive approaches is **$40.50/S. Y.**
b. The estimated rate per front foot to be assessed against abutting property and the owners thereof for pavement improvements including sidewalks is as follows:

Where Property Classification is WSR-I (Residential R-7.5 (A))
The front rate for 6-inch thickness reinforced concrete pavement 13.5 feet wide with curb: **$67.38/L. F.**
The side rate for 6-inch thickness reinforced concrete pavement 2.5 feet wide with curb: **$14.20/L. F.**

The front rate for 4-inch reinforced concrete sidewalk is: **$8.49/L. F.**
The side rate for 4-inch reinforced concrete sidewalk is: **$4.24/L. F.**

All assessments, however, are to be made and levied by the City Council as it may deem just and equitable, having in view the special benefits in enhanced value to be received by such parcels of property and owners thereof, the equities of such owners, and the adjustment of the apportionment of the cost of improvements so as to produce a substantial equality of benefits received and burdens imposed.

SECTION 3. That a hearing shall be given to said owners of abutting property, and of railways and of street railways, if any, or their agents or attorneys and all persons interested in said matter, as to the amount to be assessed against each owner and his abutting property and railways and street railways and as to the benefits to said property by reason of said improvement, or any other matter of thing in connection therewith, which hearing shall be held in the Council Chamber of the City Hall of the City of Dallas, County of Dallas, on the **12th** day of **November,** A.D. **2007**, at **1:00** o'clock P.M., at which time all the said owners, their agents or attorneys or other interested persons are notified to appear and be heard, and at said hearing said owners and other persons may appear, by counsel or in person, and may offer evidence, and said hearing shall be adjourned from day to day until fully accomplished.

That the City Secretary of the City of Dallas is hereby directed to give notice of the time and place of such hearing and of other matters and facts in accordance with the terms of provisions of the Act passed at the First called session of the Fortieth Legislature of the State of Texas, and known as Chapter 106 of the Acts of said session, together with any amendments thereto, now shown as Texas Transportation Code Annotated Section 311 and 313 (Vernon's 1996), which said law, as an alternative method for the construction of street improvements in the City of Dallas, Texas, has been adopted and made a part of the charter of said City, being Chapter XX of said Charter. Said notice shall be by advertisement inserted at least three times in a newspaper published in the City of Dallas, Texas, the first publication to be made at least twenty-one (21) days before the date of said hearing. Said notice shall comply with and be in accordance with the terms and provisions of said Act.

That the City Secretary is hereby further directed to give additional written notice of said hearing by mailing to said owners and to said railway companies and street railway companies, if any, a copy of said notice deposited in the Post Office at Dallas, Texas, at least fourteen (14) days prior to the date of said hearing, provided however, that any failure of the property owners to receive said notice, shall not invalidate these proceedings.

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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 307
Public Works and Transportation, Athan Thompson, OCMC, Room 307
City Attorney
Office of Financial Services 4FS

October 10, 2007

TO THE CITY COUNCIL OF THE CITY OF DALLAS, TEXAS

As requested by your Honorable Body, the undersigned has prepared plans and specifications for the improvements of **Project Group 03-3003** with 8-inch thickness 4000-pounds per square inch reinforced concrete pavement; with 8-inch treated subgrade with 8% hydrated lime; with 6-inch height integral curbs; with 6-inch thickness reinforced concrete drive approaches; with 4-inch thickness reinforced concrete sidewalks 4 or 5 feet wide where specified; so that the roadways shall be 26 feet in width with estimates of the cost of improving the streets as listed thereon, together with the proposed assessment, a part of the cost to be made against the abutting properties and the property owners, and part of the cost to be paid by the City. The report of these improvements is as follows:

Project Group 03-3003

1. Arden Road from S. Lancaster Road to Bronx Avenue to dead-end East of Bronx Avenue

Total Property Owners' Cost - Assessments		$254,803.37
Total Estimated City of Dallas' Cost - Paving	$333,294.63	
Total Estimated City of Dallas' Cost - Drainage	$244,237.00	
Total Estimated Water Utilities Department Cost Water and Wastewater Main Improvements	$470,350.00	
Total Estimated City of Dallas' Cost		$1,047,881.63
Total Estimated Cost of Improvements		$1,302.685.00

2. Bronx Avenue from Arden Road to 56th Street to 55th Street to E. Ledbetter Road

Total Property Owners' Cost - Assessments		$69,470.36
Total Estimated City of Dallas' Cost - Paving	$391,504.64	
Total Estimated City of Dallas' Cost - Drainage	$ 82,490.00	
Total Estimated Water Utilities Department Cost Water and Wastewater Main Improvements	$219,391.00	
Total Estimated City of Dallas' Cost		$693,249.80
Total Estimated Cost of Improvements		$762,856.00

3. Bronx Avenue from Wolcott Avenue to Talco Drive to Arden Road

Total Property Owners' Cost - Assessments		$1,958.88
Total Estimated City of Dallas' Cost - Paving	$48,127.12	
Total Estimated City of Dallas' Cost		$48,127.12
Total Estimated Cost of Improvements		$50,086.00

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE
SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
NORTH SIDE OF STREET							
ROBERT L. ROBERSON	A	3/5839	31 FT	PVMT	$67.38	$2,088.78	
2103 ARDEN RD.			19 FT	SWALK	NO COST	$0.00	
DALLAS, TX 75241-1443			12 FT	DRIVE	NO COST	$0.00	
		TOTAL				$2,088.78	
		ADJ PER ENHANCEMENT EVAL				$1,149.27	
		NET DUE BY OWNER					**$939.51**
ROSE LEE TURNER	B	3/5839	50 FT	PVMT	$67.38	$3,369.00	
2107 ARDEN RD.			37 FT	SWALK	$8.49	$314.13	
DALLAS, TX 75241-1443			24 SY	DR.(13')	$40.50	$972.00	
		TOTAL				$4,655.13	
		ADJ PER ENHANCEMENT EVAL				$2,560.32	
		NET DUE BY OWNER					**$2,094.81**
HOWARD J. & JEWELL	C	3/5839	50 FT	PVMT	$67.38	$3,369.00	
THOMAS	2111		50 FT	SWALK	$8.49	$424.50	
APT. 101	ARDEN RD.	TOTAL				$3,793.50	
4920 ROLLING MEADOWS DR.		ADJ PER ENHANCEMENT EVAL				$2,086.42	
DALLAS, TX 75211-7620		NET DUE BY OWNER					**$1,707.08**
RUTHIE M. JOHNS	D	3/5839	50 FT	PVMT	$67.38	$3,369.00	
2115 ARDEN RD.	50 X 150		39 FT	SWALK	$8.49	$331.11	
DALLLAS, TX 75241-1443			11 FT	DRIVE	NO COST	$0.00	
		TOTAL				$3,700.11	
		ADJ PER ENHANCEMENT EVAL				$2,045.06	
		NET DUE BY OWNER					**$1,655.05**
VERDA MAE MABRY	E	3/5839	50 FT	PVMT	$67.38	$3,369.00	
2119 ARDEN RD.			40 FT	SWALK	$8.49	$339.60	
DALLAS, TX 75241-1443			10 FT	DRIVE	NO COST	$0.00	
		TOTAL				$3,708.60	
		ADJ PER ENHANCEMENT EVAL				$2,019.73	
		NET DUE BY OWNER					**$1,688.87**

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
SWEET FELLOWSHIP	F	3/5839	50 FT	PVMT	$67.38	$3,369.00	
CHURCH FAMILY CENTER	2123		50 FT	SWALK	$8.49	$424.50	
2106 SHELLHORSE RD.	ARDEN RD.	TOTAL				$3,793.50	
DALLAS, TX 75241-1452		ADJ PER ENHANCEMENT EVAL				$2,086.42	
		NET DUE BY OWNER					**$1,707.08**
SWEET FELLOWSHIP	G	3/5839	150 FT	PVMT	$67.38	$10,107.00	
CHURCH FAMILY CENTER	2127		150 FT	SWALK	$8.49	$1,273.50	
2106 SHELLHORSE RD.	ARDEN RD.	TOTAL				$11,380.50	
DALLAS, TX 75241-1452		ADJ PER ENHANCEMENT EVAL				$6,259.27	
		NET DUE BY OWNER					**$5,121.23**
SWEET FELLOWSHIP	FRT PT. LOT 5	2/5839	82 FT	PVMT	$67.38	$5,525.16	
O G I C FAMILY CENTER	84.2 X 201.2		82 FT	SWALK	$8.49	$6,221.34	
2106 SHELLHORSE RD.	2141	TOTAL				$6,221.34	
DALLAS, TX 75241-1452	ARDEN RD.	ADJ PER ENHANCEMENT EVAL				$3,421.74	
		NET DUE BY OWNER					**$2,799.60**
FLOYD TURNER &	6	2/5839	82 FT	PVMT	$67.38	$5,525.16	
SHERRY WILSON			70 FT	SWALK	$8.49	$594.30	
2147 ARDEN RD.			23 SY	DR.(12')	$40.50	$931.50	
DALLAS, TX 75241-1443		TOTAL				$7,050.96	
		ADJ PER ENHANCEMENT EVAL				$3,878.03	
		NET DUE BY OWNER					**$3,172.93**
THELMA WILSON	7	2/5839	82 FT	PVMT	$67.38	$5,525.16	
2149 ARDEN RD.			57.5 FT	SWALK	$8.49	$488.18	
DALLAS, TX 75241-1443			12.5 FT	DRIVE	NO COST	$0.00	
			23 SY	DR.(12')	$40.50	$931.50	
		TOTAL				$6,944.84	
		ADJ PER ENHANCEMENT EVAL				$3,819.66	
		NET DUE BY OWNER					**$3,125.18**

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE
SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
JACK WILLIAMS	8	2/5839	82 FT	PVMT	$67.38	$5,525.16	
2159 ARDEN RD.			72 FT	SWALK	$8.49	$611.28	
DALLAS, TX 75241-1443			20 SY	DR.10')	$40.50	$810.00	
		TOTAL				$6,946.44	
		ADJ PER ENHANCEMENT EVAL				$3,820.54	
		NET DUE BY OWNER					**$3,125.90**
	GB NORMAN'S SUBDN						
MONARCH DEVELOPMENT	13A	47/5838	101 FT	PVMT	$67.38	$6,805.38	
CORP.	2205		91.5 FT	SWALK	$8.49	$776.84	
7509 INWOOD RD.	ARDEN RD.		20 SY	DR.(10')	$40.50	$810.00	
DALLAS, TX 75209-4044		TOTAL				$8,392.22	
		ADJ PER ENHANCEMENT EVAL				$4,615.72	
		NET DUE BY OWNER					**$3,776.50**
	KESSLER HEIGHTS						
LOUIS HYMAN	14A	47/5838	56 FT	PVMT	$67.38	$3,773.28	
530 HILLVALE DR.	2211		44 FT	SWALK	$8.49	$373.56	
DALLAS, TX 75241-1014	ARDEN RD.		23 SY	DR.(12')	$40.50	$931.50	
		TOTAL				$5,078.34	
		ADJ PER ENHANCEMENT EVAL				$2,793.09	
		NET DUE BY OWNER					**$2,285.25**
EDDIE MAE MCFARLIN	15A	47/5838	74 FT	PVMT	$67.38	$4,986.12	
2217 ARDEN RD.			62 FT	SWALK	$8.49	$526.38	
DALLAS, TX 75241-1445			23 SY	DR.(12')	$40.50	$931.50	
		TOTAL				$6,444.00	
		ADJ PER ENHANCEMENT EVAL				$3,544.20	
		NET DUE BY OWNER					**$2,899.80**

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE
SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
JERRY WAYNE FISHER	16	47/5838	73 FT	PVMT	$67.38	$4,918.74	
P. O. BOX 411250	2223		62 FT	SWALK	$8.49	$526.38	
DALLAS, TX 75241-8250	ARDEN RD.		17 SY	DR. (11')	$40.50	$688.50	
		TOTAL				$6,133.62	
		ADJ PER ENHANCEMENT EVAL				$3,373.49	
		NET DUE BY OWNER					**$2,760.13**
CHARLIE G. SAMPSON	17	47/5838	73 FT	PVMT	$67.38	$4,918.74	
P. O. BOX 411250	2231		63 FT	SWALK	$8.49	$534.87	
DALLAS, TX 75214-8250	ARDEN RD.		20 SY	DR. (10')	$40.50	$810.00	
		TOTAL				$6,263.61	
		ADJ PER ENHANCEMENT EVAL				$3,444.99	
		NET DUE BY OWNER					**$2,818.62**
JERRY WAYNE FISHER	18	47/5838	73 FT	PVMT	$67.38	$4,918.74	
P. O. BOX 411250	2237		63 FT	SWALK	$8.49	$534.87	
DALLAS, TX 75241-8250	ARDEN RD.		20 SY	DR.(10')	$40.50	$810.00	
		TOTAL				$6,263.61	
		ADJ PER ENHANCEMENT EVAL				$3,444.99	
		NET DUE BY OWNER					**$2,818.62**
JERRY WAYNE FISHER	19	47/5838	73 FT	PVMT	$67.38	$4,918.74	
P. O. BOX 411250	2243		73 FT	SWALK	$8.49	$619.77	
DALLAS, TX 75241-8250	ARDEN RD.	TOTAL				$5,538.51	
		ADJ PER ENHANCEMENT EVAL				$3,046.19	
		NET DUE BY OWNER					**$2,492.32**
JERRY WAYNE FISHER	20	47/5838	73 FT	PVMT	$67.38	$4,918.74	
P. O. BOX 411250	2259		73 FT	SWALK	$8.49	$619.77	
DALLAS, TX 75241-8250	ARDEN RD.	TOTAL				$5,538.51	
		ADJ PER ENHANCEMENT EVAL				$3,046.19	
		NET DUE BY OWNER					**$2,492.32**

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE
SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
BRONX AVENUE INTERSECTS							
BOBBIE JOE K. LEROY	21A	47/5838	56 FT	PVMT	$67.38	$3,773.28	
2303 ARDEN RD.			56 FT	WALK	$8.49	$475.44	
DALLAS, TX 75241-1447		TOTAL				$4,248.72	
		ADJ PER ENHANCEMENT EVAL				$2,336.80	
		NET DUE BY OWNER					**$1,911.92**
R. B. MOORE	22A	47/5838	56 FT	PVMT	$67.38	$3,773.28	
2307 ARDEN RD.			39 FT	WALK	$8.49	$331.11	
DALLAS, TX 75241-1447			17 FT	DRIVE	NO COST	$0.00	
		TOTAL				$4,104.39	
		ADJ PER ENHANCEMENT EVAL				$2,257.41	
		NET DUE BY OWNER					**$1,846.98**
	KESSLER HEIGHTS						
EDDIE BEARD	S. PT. 22	47/5838	57 FT	PVMT	$67.38	$3,840.66	
3950 IVY RIDGE ST.	57' X 150'		47 FT	WALK	$8.49	$399.03	
DALLAS, TX 75241-6107	ARDEN RD.		10 FT	DRIVE	NO COST	$0.00	
	112' FROM	TOTAL				$4,239.69	
	BRONX	ADJ PER ENHANCEMENT EVAL					
	2311	NET DUE BY OWNER					
	ARDEN RD.						
REMNANT GRACE	PT. LOT 23	47/5838	27 FT	PVMT	$67.38	$1,819.26	
MINISTRIES	2319		27 FT	WALK	$8.49	$229.23	
P. O. BOX 1305	ARDEN RD.	TOTAL				$2,048.49	
DESOTO, TX 75123-1305		ADJ PER ENHANCEMENT EVAL				$140.63	
		NET DUE BY OWNER					**$1,907.86**
REMNANT GRACE	PT. LOT 24	47/5838	NO ASSESSMENT				
MINISTRIES	2325		INTERVENING RIGHT-OF-WAY				
P. O. BOX 1305	ARDEN RD.						
DESOTO, TX 75123-1305							

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE
SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
SOUTH SIDE OF STREET							
	ARDEN TERRACE						
LUTHER MITCHELL	5	B/6852	10 FT	PVMT	$67.38	$673.80	
2324 ARDEN RD.	LESS ROW		10 FT	DRIVE	NO COST	$0.00	
DALLAS, TX 75241-1446							**$673.80**
STACEY CALAHAN	4	B/6852	65 FT	PVMT	$67.38	$4,379.70	
5528 PHOENIX DR.	2320		55 FT	WALK	$8.49	$466.95	
THE COLONY, TX 75056-3830	ARDEN RD.		10 FT	DRIVE	NO COST	$0.00	
		TOTAL				$4,846.65	
		ADJ PER ENHANCEMENT EVAL				$2,665.65	
		NET DUE BY OWNER					**$2,181.00**
LONNIE E. LEWIS	3	B/6852	65 FT	PVMT	$67.38	$4,379.70	
2314 ARDEN RD.			47 FT	WALK	$8.49	$399.03	
DALLAS, TX 75241-1446			18 FT	DRIVE	NO COST	$0.00	
		TOTAL				$4,778.73	
		ADJ PER ENHANCEMENT EVAL				$2,628.31	
		NET DUE BY OWNER					**$2,150.42**
ESTATE OF JESSIE WARREN	2	B/6852	65 FT	PVMT	$67.38	$4,379.70	
2310 ARDEN RD.			55 FT	WALK	$8.49	$466.95	
DALLAS, TX 75241-1446			10 FT	DRIVE	NO COST	$0.00	
		TOTAL				$4,846.65	
		ADJ PER ENHANCEMENT EVAL				$2,665.65	
		NET DUE BY OWNER					**$2,181.00**
CURLEY HINES	1	B/6852	68 FT	PVMT	$67.38	$4,581.84	
2304 ARDEN RD.	LESS ROW		58 FT	WALK	$8.49	$492.42	
DALLAS, TX 75241-1446	BRONX &		10 FT	DRIVE	NO COST	$0.00	
	ARDEN	TOTAL				$5,074.26	
		ADJ PER ENHANCEMENT EVAL				$2,790.85	
		NET DUE BY OWNER					**$2,283.41**

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE
SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
BRONX AVENUE INTERSECTS						
NARCEAL MCGENSY	4	A/6852	80 FT PVMT	$67.38	$5,390.40	
2242 ARDEN RD.	ARDEN		56 FT WALK	$8.49	$475.44	
DALLAS, TX 75241-1444	& BRONX		27 SY DR.(12')	$40.50	$1,093.50	
		TOTAL			$6,959.34	
		ADJ PER ENHANCEMENT EVAL			$3,827.64	
		NET DUE BY OWNER				**$3,131.70**
MICHAEL RILES	3	A/6852	67 FT PVMT	$67.38	$4,514.46	
2236 ARDEN RD.			57 FT WALK	$8.49	$483.93	
DALLAS, TX 75241-1444			16 SY DR.(10')	$40.50	$648.00	
		TOTAL			$5,646.39	
		ADJ PER ENHANCEMENT EVAL			$3,105.52	
		NET DUE BY OWNER				**$2,540.87**
DOROTH MOSBY	2	A/6852	67 FT PVMT	$67.38	$4,514.46	
2230 ARDEN RD.			57 FT WALK	$8.49	$483.93	
DALLAS, TX 75241-1444			16 SY DR.(10')	$40.50	$648.00	
		TOTAL			$5,646.39	
		ADJ PER ENHANCEMENT EVAL			$3,105.52	
		NET DUE BY OWNER				**$2,540.87**
CHARLES OREN	1	A/6852	66 FT PVMT	$67.38	$4,447.08	
P. O. BOX 940733	2226		51 FT WALK	$8.49	$432.99	
PLANO, TX 75094-0733	ARDEN RD.		23 SY DR. (15')	$40.50	$931.50	
		TOTAL			$5,811.57	
		ADJ PER ENHANCEMENT EVAL			$3,196.37	
		NET DUE BY OWNER				**$2,615.20**

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE
SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
CHARLES G. &	TR 3	6852	150 FT	PVMT	$67.38	$10,107.00	
NANCY M. SAMPSON	3.42 ACS.		127 FT	WALK	$8.49	$1,078.23	
P. O. BOX 380797	2216		23 SY	DR.(12')	$40.50	$931.50	
DUNCANVILLE, TX 75138-0797	ARDEN RD.	TOTAL				$12,116.73	
		ADJ PER ENHANCEMENT EVAL				$66,664.20	
		NET DUE BY OWNER					**$5,452.53**
JOSEPH JONES	TR 2	6852	75 FT	PVMT	$67.38	$5,053.50	
P. O. BOX 41096	1.7123 ACS.		64 FT	WALK	$8.49	$543.36	
DALLAS, TX 752141-0096	2210		22 SY	DR. (11')	$40.50	$891.00	
	ARDEN RD.	TOTAL				$6,487.86	
		ADJ PER ENHANCEMENT EVAL				$3,568.50	
		NET DUE BY OWNER					**$2,919.36**
MRS. LOU S. HAYS	TR 1	6852	109 FT	PVMT	$67.38	$7,344.42	
2160 ARDEN RD.	2.0142 ACS.		98 FT	WALK	$8.49	$832.02	
DALLAS, TX 75241-1442	2204		22 SY	DR.(11')	$40.50	$891.00	
	ARDEN RD.	TOTAL				$9,067.44	
		ADJ PER ENHANCEMENT EVAL				$4,987.09	
		NET DUE BY OWNER					**$4,080.35**
YAHWEH CONSTRUCTION	TR 2	6117	150 FT	PVMT	$67.38	$10,107.00	
2160 ARDEN RD.	1 ACRE		129 FT	WALK	$8.49	$1,095.21	
DALLAS, TX 75241-1442	ARDEN RD.		22 SY	DR.(11')	$40.50	$891.00	
	680' FROM		20 SY	DR.(10')	$40.50	$810.00	
	LANCASTER RD.	TOTAL				$12,903.21	
	2160	ADJ PER ENHANCEMENT EVAL				$7,096.77	
	ARDEN RD.	NET DUE BY OWNER					**$5,806.44**

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE
SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	TOTAL ASSESSMENT
	GR FLOYD ADDN.					
GEORGE RICHARD JR.	9 & 10	A/6117	134 FT PVMT	$67.38	$9,028.92	
2144 ARDEN RD.	PT. ABND		107 FT WALK	$8.49	$908.43	
DALLAS, TX 75241-1442	ALLEY		29 SY DR.(17')	$40.50	$1,174.50	
			20 SY DR. (10')	$40.50	$810.00	
		TOTAL			$11,921.85	
		ADJ PER ENHANCEMENT EVAL			$6,557.02	
		NET DUE BY OWNER				**$5,364.83**
	DONALD JOHN'S SUBDIVISION					
BENNIE MCGRIFF	8	A/6117	68 FT PVMT	$67.38	$4,581.84	
2249 E. ILLINOIS AVE.	2140		58 FT WALK	$8.49	$492.42	
DALLAS, TX 75126-3315	ARDEN RD.		20 SY DR.(10')	$40.50	$810.00	
		TOTAL			$5,884.26	
		ADJ PER ENHANCEMENT EVAL			$3,242.34	
		NET DUE BY OWNER				**$2,641.92**
MONARCH DEVELOPMENT	7	A/6117	68 FT PVMT	$67.38	$4,581.84	
CORP.	2134		53 FT WALK	$8.49	$449.97	
7509 INWOOD RD.	ARDEN RD.		20 SY DR.(15')	$40.50	$810.00	
DALLAS, TX 75209-4044		TOTAL			$5,841.81	
		ADJ PER ENHANCEMENT EVAL			$3,213.00	
		NET DUE BY OWNER				**$2,628.81**
GLORIA JEAN WYATT	6	A/6117	68 FT PVMT	$67.38	$4,581.84	
2126 ARDEN RD.			58 FT WALK	$8.49	$492.42	
DALLAS, TX 75241-1442			20 SY DR/(10')	$40.50	$810.00	
		TOTAL			$5,884.26	
		ADJ PER ENHANCEMENT EVAL			$3,236.34	
		NET DUE BY OWNER				**$2,647.92**

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE
SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 8-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
	GR FLOYD						
HERMAN E. PENNINGTON	5	A/6117	68 FT	PVMT	$67.38	$4,581.84	
200 WOODBINE DR.	2122		58 FT	WALK	$8.49	$492.42	
COLLEYVILLE, TX	ARDEN RD.		20 SY	DR.(10')	$40.50	$810.00	
76034-8630		TOTAL				$5,884.26	
		ADJ PER ENHANCEMENT EVAL				$3,236.34	
		NET DUE BY OWNER					**$2,647.92**
JERONE JOHNSON	4	A/6117	68 FT	PVMT	$67.38	$4,581.84	
417 BRYAN ST.	2118		58 FT	WALK	$8.49	$492.42	
ANGLETON, TX 77515-4825	ARDEN RD.		20 SY	DR.(10')	$40.50	$810.00	
		TOTAL				$5,884.26	
		ADJ PER ENHANCEMENT EVAL				$3,236.34	
		NET DUE BY OWNER					**$2,647.92**
GLENN GARRETT	PT. LOT 1	A/6117	125 FT	PVMT	$14.20	$1,775.00	
5308 LANCASTER RD.	65 X 14.53 X		101 FT	WALK	$4.24	$428.24	
DALLAS, TX 75241-1331	125 X 75 X 139.6		23 SY	DR (12')	$40.50	$931.50	
	LANCASTER		23 SY	DR.(12')	$40.50	$931.50	
	& ARDEN RD.	TOTAL				$4,066.24	
	5304	ADJ PER ENHANCEMENT EVAL				$2,236.43	
	S. LANCASTER	NET DUE BY OWNER					**$1,829.81**
	RD.						

PROJECT GROUP 03-3003

1. ARDEN ROAD FROM S. LANCASTER ROAD TO BRONX AVENUE TO DEAD-END EAST OF BRONX AVENUE

TOTAL PROPERTY OWNERS' COST - ASSESSMENTS		$254,803.37
TOTAL ESTIMATED CITY OF DALLAS' COST PAVING	$333,294.63	
TOTAL ESTIMATED CITY OF DALLAS' COST - DRAINAGE	$244,237.00	
TOTAL ESTIMATED DALLAS WATER UTILITIES COSTS WATER AND WASTEWATER MAINS	$470,350.00	
TOTAL ESTIMATED CITY OF DALLAS' COST		$1,047,881.63
TOTAL ESTIMATED COST OF IMPROVEMENTS		$1,302,685.00

PROJECT GROUP 03-3003

2. BRONX AVENUE FROM ARDEN ROAD TO 56TH STREET TO 55TH STREET TO E. LEDBETTER ROAD SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
WEST SIDE OF STREET							
	KESSLER HEIGHTS						
JERRY WANE FISHER	20	47/5838	352 FT	PVMT	$14.20	$4,998.40	
P. O. BOX 411250	2259		352 FT	WALK	$4.24	$1,492.48	
DALLAS, TX 75241-8250	ARDEN RD.	TOTAL				$6,490.88	
		ADJ PER ENHANCEMENT EVAL				$3,569.98	
		NET DUE BY OWNER					**$2,920.90**
RAYMOND C. CATO	8	47/5838	352 FT	PVMT	$14.20	$4,998.40	
P. O. BOX 225044	56TH &		352 FT	WALK	$4.24	$1,492.48	
DALLAS, TX 75222-5044	BRONX	TOTAL				$6,490.88	
	2250	ADJ PER ENHANCEMENT EVAL				$3,569.98	
	56TH ST.	NET DUE BY OWNER					**$2,920.90**
56TH STREET INTERSECTS							
WILLIE JAMES MORRIS	20A	46/5838	172 FT	PVMT	$14.20	$2,442.40	
2251 56TH ST.	56TH &		172 FT	WALK	$4.24	$729.28	
DALLAS, TX 75241-1435	BRONX	TOTAL				$3,171.68	
		ADJ PER ENHANCEMENT EVAL				$1,744.42	
		NET DUE BY OWNER					**$1,427.26**
ALBERT L. &	20B	46/5838	144 FT	PVMT	$67.38	$9,702.72	
REANAY WESTBROOK	BRONX		116 FT	WALK	$8.49	$984.84	
4939 BRONX AVE.	180' FROM		12 FT	DRIVE	NO COST	$0.00	
DALLAS, TX 75241-1449	56TH ST.		16 FT	DRIVE	NO COST	$0.00	
						$10,687.56	
55TH STREET INTERSECTS							
DUNLAP TEMPLE CHURCH	S. PART	46/5838	190 FT	PVMT	$67.38	$12,802.20	
OF GOD IIN CHRIST	LOT 8		190 FT	WALK	$8.49	$1,613.10	
P. O. BOX 1751	4923	TOTAL				$14,415.30	
EULESS, TX 76039-1751	BRONX AVE.	ADJ PER ENHANCEMENT EVAL				$7,928.41	
		NET DUE BY OWNER					**$6,486.89**

PROJECT GROUP 03-3003

2. BRONX AVENUE FROM ARDEN ROAD TO 56TH STREET TO 55TH STREET TO E. LEDBETTER ROAD SHALL BE PAVED WITH 8-INCH THICKNESS 4000-POUNDS PER SQUARE INCH REINFORCED CONCRETE PAVEMENT; WITH 8-INCH TREATED SUBGRADE WITH 8% HYDRATED LIME; WITH 6-INCH HEIGHT INTEGRAL CURB; WITH 6-INCH THICKNESS REINFORCED CONCRETE DRIVE APPROACH; WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE WHERE SPECIFIED; SO THAT THE ROADWAY SHALL BE 26 FEET IN WIDTH.

OWNER	LOT	BLOCK	FRONTAGE		RATE	AMOUNT	TOTAL ASSESSMENT
BETTY JEAN JORDAN	N. PART LOT 8	46/5838	208 FT	PVMT	$14.20	$2,953.60	
2254 E. LEDBETTER DR.	92 X 208.7 X		174 FT	WALK	$4.24	$737.76	
DALLAS, TX 75216-7408	91 X 208.4		16 FT	DRIVE	NO COST	$0.00	
			23 SY	DR.(18')	$40.50	$931.50	
		TOTAL				$4,622.86	
		ADJ PER ENHANCEMENT EVAL				$2,542.57	
		NET DUE BY OWNER					**$2,080.29**
EAST SIDE OF STREET							
REMNANT GRACE	9	46/5838	398 FT	PVMT	$14.20	$5,651.60	
MINISTRIES	LEDBETER &		398 FT	WALK	$4.24	$1,687.52	
P. O. BOX 1305	& BRONX	TOTAL				$7,339.12	
DESOTO, TX 75123-1305	2306	ADJ PER ENHANCEMENT EVAL				$4,036.52	
	E. LEDBETTER	NET DUE BY OWNER					**$3,302.60**
	DR.						
REMNANT GRACE	21	46/5838	356 FT	PVMT	$14.20	$5,055.20	
MINISTRIES	56TH		356 FT	WALK	$4.24	$1,509.44	
P. O. BOX 1305	& BRONX	TOTAL				$6,564.64	
DESOTO, TX 75123-1305	2305	ADJ PER ENHANCEMENT EVAL				$3,610.55	
	56TH ST.	NET DUE BY OWNER					**$2,954.09**
	KESSLER HEIGHTS/GRACE MINISTRIES						
56TH STREET INTERSECTS							
REMNANT GRACE	9A	47/5838	352 FT	PVMT	$14.20	$4,998.40	
MINISTRIES	4.533 ACRES		316 FT	WALK	$4.24	$1,339.84	
P. O. BOX 1305	2320		18 FT	DRIVE	NO COST	$0.00	
DESOTO, TX 75123-1305	56TH ST.		18 FT	DRIVE	NO COST	$0.00	
		TOTAL				$6,338.24	
		ADJ PER ENHANCEMENT EVAL				$3,486.03	
		NET DUE BY OWNER					**$2,852.21**
BOBBIE JOE K. LEROY	21A	47/5838	140 FT	PVMT	$14.20	$1,988.00	
2303 ARDEN RD.	ARDEN RD. &		130 FT	WALK	$4.24	$551.20	
DALLAS, TX 75241-1447	BRONX		20 SY	DR.(10')	$40.50	$810.00	
		TOTAL				$3,349.20	
		ADJ PER ENHANCEMENT EVAL				$1,842.06	
		NET DUE BY OWNER					**$1,507.14**

PROJECT GROUP 03-3000

2. BRONX AVENUE FROM ARDEN ROAD TO 56TH STREET TO 55TH STREET STREET TO E. LEDBETTER ROAD

TOTAL PROPERTY OWNERS' COST - ASSESSMENTS		$69,470.36
TOTAL ESTIMATED CITY OF DALLAS' COST - PAVING	$391,504.64	
TOTAL ESTIMATED CITY OF DALLAS' COST - DRAINAGE	$82,490.00	
TOTAL ESTIMATED DALLAS WATER UTILITIES COSTS WATER AND WASTEWATER MAINS	$219,391.00	
TOTAL ESTIMATED CITY OF DALLAS' COST		$693,385.64
TOTAL ESTIMATED COST OF IMPROVEMENTS		$762,856.00

PROJECT GROUP 03-3003

3. SIDEWALKS ON BRONX AVENUE FROM WOLCOTT DRIVE TO TALCO DRIVE TO ARDEN ROAD SHALL BE IMPROVED WITH 4-INCH THICKNESS REINFORCED CONCRETE SIDEWALKS 4 OR 5 FEET WIDE.

OWNER	LOT	BLOCK	FRONTAGE	RATE	AMOUNT	ASSESSMENT
WEST SIDE OF STREET						
	ARDEN TERRACE					
	5	C/6852		NO ASSESSMENT PAVEMENT IN PLACE		
	4	C/6852		NO ASSESSMENT PAVEMENT IN PLACE		
TALCO STREET INTERSECTS						
JOHN W. WILSON III & SHERRY L. B. WILSON P. O. BOX 508 RED OAK, TX 75154-0508	5 2243 TALCO DR.	A/6852	116 FT	WALK $4.24	$491.84	**$491.84**
NARCEAL MCGENSY 2242 ARDEN RD. DALLAS, TX 75241-1444	4	A/6852	115 FT	WALK $4.24	$487.60	**$487.60**
EAST SIDE OF STREET						
CURLEY HINES 2304 ARDEN RD. DALLAS, TX 75241-1446	1 LESS ROW	B/6852	115 FT	WALK $4.24	$487.60	**$487.60**
ALLINZIE & EMMA PHORNE 2305 TALCO DR. DALLAS, TX 75241-1446	10 LESS ROW	B/6852	116 FT	WALK $4.24	$491.84	**$491.84**
	1	D/6852		NO ASSESSMENT PAVEMENT IN PLACE		
	11	D/6852		NO ASSESSMENT PAVEMENT IN PLACE		

PROJECT GROUP 03-3003

3. SIDEWALKS ON BRONX AVENUE FROM WOLCOTT DRIVE TO TALCO DRIVE TO ARDEN ROAD

TOTAL PROPERTY OWNERS' COST - ASSESSMENTS		$1,958.88
TOTAL ESTIMATED CITY OF DALLAS' COST - PAVING	$48,127.12	
TOTAL ESTIMATED CITY OF DALLAS' COST		$48,127.12
TOTAL ESTIMATED COST OF IMPROVEMENTS		$50,086.00

Project Group 03-3003

1. **Arden Road from S. Lancaster Road to Bronx Avenue to dead-end East of Bronx Avenue**
2. **Bronx Avenue from Arden Road to 56th Street to 55th Street to E. Ledbetter Road**
3. **Bronx Avenue from Wolcott Avenue to Talco Drive to Arden Road**

Grand Total Property Owners' Cost - Assessments		$326,232.61
Estimated Grand Total City of Dallas' Cost - Paving	$772,926.39	
Estimated Grand Total City of Dallas' Cost - Drainage	$326,727.00	
Estimated Grand Total Water Utilities Department Cost Water and Wastewater Main Improvements	$689,741.00	
Estimated Grand Total City of Dallas' Cost		$1,789,394.39
Estimated Grand Total Cost of Improvements		$2,115,627.00

The Interim Director of Public Works and Transportation reports that representatives of this Department have studied the actual conditions existing on the ground on these particular streets and find that the existing roadways have a narrow asphalt surface with shallow earth drainage ditches; that drainage is improper; and that the existing improved street has unimproved or partially unimproved grass parkways; that in times of wet weather the parkways become muddy, that water stands in times of wet weather; that pedestrians have worn paths along the parkways; and taking all of this and other factors locally existing into consideration, the plans and specifications having been prepared for this improvement, we believe that this paving will improve the properties abutting on said streets and the proposed assessment is equitable for the enhancement value achieved on the abutting properties. Final determination of assessments will be made based on analysis of enhancement.

Respectfully submitted,

Interim Director
Public Works and Transportation

AGENDA ITEM # 30

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 14

DEPARTMENT: Public Works & Transportation
Aviation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 63L M Q R

SUBJECT

Authorize **(1)** a contract for construction of the fuel and chemical containment system at six locations at Dallas Executive Airport with North Texas Contracting, lowest responsible bidder of three, in an amount not to exceed $763,510, and **(2)** an increase in appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,026,133 in the Federal Aviation Administration Airport Improvement Program Grant Funds - Not to exceed $763,510 - Financing: Aviation Capital Construction Funds ($190,877) and Federal Aviation Administration Airport Improvement Program Grant Funds ($572,633)

BACKGROUND

At Dallas Executive Airport, conditions exist where there is the potential for contamination of the surrounding watershed. This is due to various processes, i.e., refueling and washing of aircraft.

On February 23, 2005, Council authorized a professional services contract with Chiang, Patel, & Yerby, Inc. (CP&Y) for the development of a Spill Prevention, Control and Countermeasures (SPCC) Plan, at Dallas Love Field. On June 28, 2006, Council authorized Supplemental Agreement No. 1 to the contract with Chiang, Patel & Yerby, Inc. to provide design, preparation of construction documents and construction administration for the new Fuel and Chemical Containment Systems for storm water outflows at Dallas Executive Airport.

This action will authorize a contract with North Texas Contracting for the construction of a Fuel and Chemical Containment System in the amount of $763,510. The FAA will participate in an amount equal to 75 percent of the eligible cost of construction.

BACKGROUND (Continued)

The following chart shows North Texas Contracting's completed contractual activities with the City of Dallas for the last three years:

	PWT	WTR	PKR
Projects Completed	3	15	0
Change Orders	2	3	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized Supplemental Agreement No. 1 to the contract with Chiang, Patel and Yerby, Inc. on June 28, 2006, by Resolution No. 06-1701.

Authorized the application for and acceptance of reimbursement funds from the Federal Aviation Administration on August 22, 2007, by Resolution No. 07-2334.

FISCAL INFORMATION

Aviation Capital Construction Funds - $190,877.00
Federal Aviation Administration Airport Improvement Program Grant Funds - $572,633.00

Design by Consultant (Chiang, Patel and Yerby, Inc.)	$ 202,623.00
Administration by City Personnel	$ 40,000.00
Construction (this action)	$ 763,510.00
Construction Testing	$ 20,000.00
Total Project Cost:	$ 1,026133.00

M/WBE INFORMATION

See Attached.

ETHNIC COMPOSITION

North Texas Contracting

Hispanic Female	8	Hispanic Male	179
African-American Female	0	African-American Male	2
Other Female	0	Other Male	0
White Female	9	White Male	9

BID INFORMATION

The following bids with quotes were received an opened on July 11, 2007 for the Fuel and Chemical Containment Systems at Dallas Executive Airport:

*Denotes successful bidder

BIDDERS	**TOTAL BID**
*North Texas Contracting 4999 Keller Haslet Road Keller, TX 76248	$ 763,510.00
AUI Contractors, LP	$ 995,744.00
Gibson & Associates, Inc.	$1,020,360.00

Consultant's Estimate: $817,525.00

OWNER

North Texas Contracting

Jay Louy, President

MAP

Attached.

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize **(1)** a contract for construction of the fuel and chemical containment system at six locations at Dallas Executive Airport with North Texas Contracting, lowest responsible bidder of three, in an amount not to exceed $763,510, and **(2)** an increase in appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,026,133 in the Federal Aviation Administration Airport Improvement Program Grant Funds - Not to exceed $763,510 - Financing: Aviation Capital Construction Funds ($190,877) and Federal Aviation Administration Airport Improvement Program Grant Funds ($572,633)

North Texas Contracting is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$367,986.00	48.20%
Total non-local contracts	$395,524.00	51.80%
TOTAL CONTRACT	$763,510.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
North Texas Trucking	HMDB28564Y0906	$4,600.00	1.25%
Romar Supply	WFDB30877Y0507	$98,748.00	26.83%
Total Minority - Local		$103,348.00	28.08%

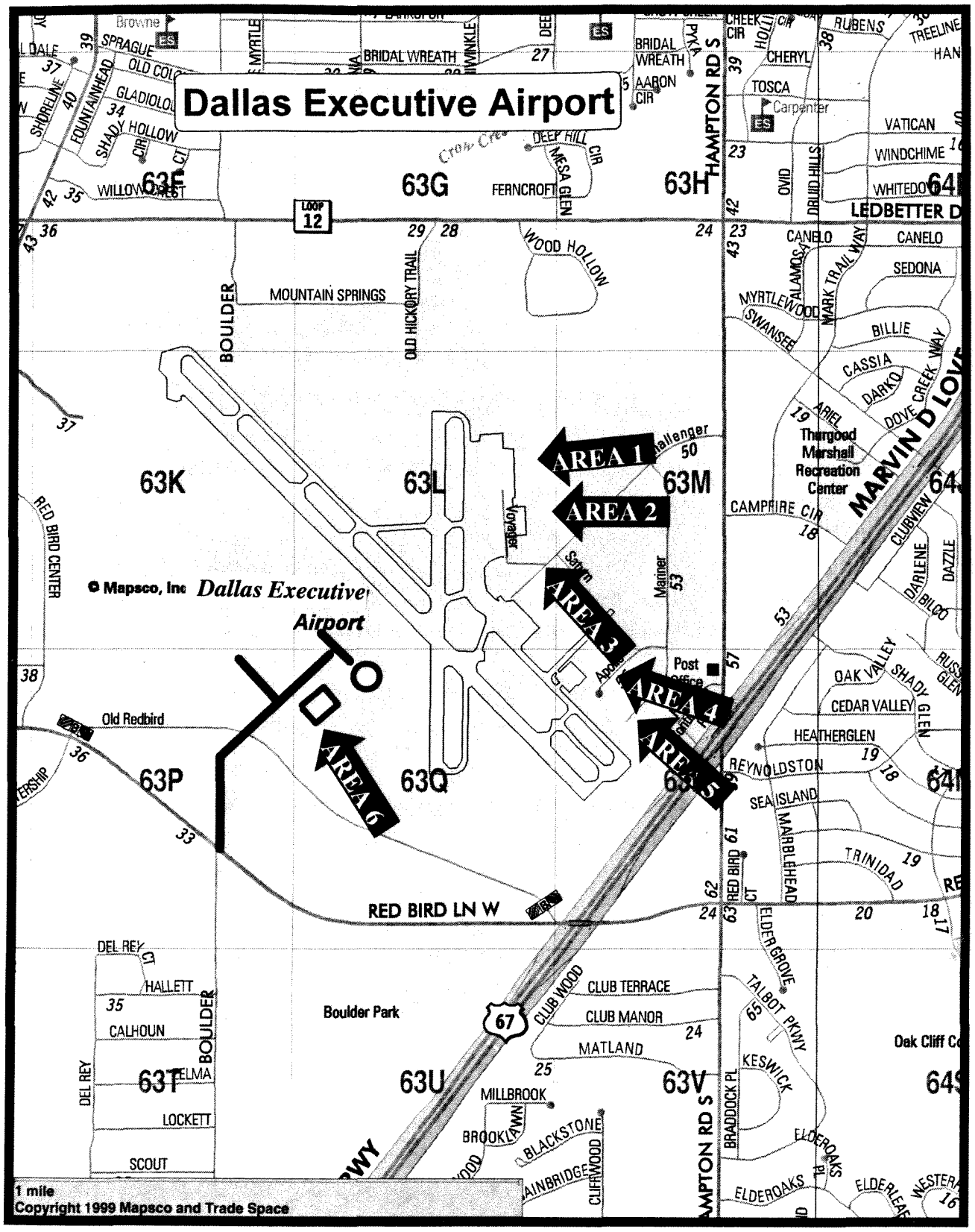
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$4,600.00	1.25%	$4,600.00	0.60%
Asian American	$0.00	0.00%	$0.00	0.00%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$98,748.00	26.83%	$98,748.00	12.93%
Total	$103,348.00	28.08%	$103,348.00	13.54%

Storm Drain Outfall Modifications



MAPSCO 63L

WHEREAS, fuel and chemical containment systems need to be constructed at Dallas Executive Airport in order to prevent the possible spillage of contaminants into the storm drainage system; and,

WHEREAS, on February 23, 2005, Resolution No. 05-0644 authorized a professional services contract with Chiang, Patel, & Yerby, Inc. (CP&Y) for the development of a Spill Prevention, Control and Countermeasures (SPCC) Plan, at Dallas Love Field; in an amount not to exceed $44,517; and,

WHEREAS, bids were received on July 11, 2007 for the construction of the Fuel and Chemical Containment Systems at Dallas Executive Airport as follows:

*Denotes successful bidder(s)

BIDDERS	**TOTAL BID**
*North Texas Contracting	$ 763,510.00
AUI Contractors, LP	$ 995,744.00
Gibson & Associates, Inc.	$1,020,360.00

WHEREAS, it is now necessary to authorize a contract for the construction of the fuel and chemical containment system at six locations at Dallas Executive Airport with North Texas Contracting, lowest responsible bidder of three, in an amount not to exceed $763,510, and to increase appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,026,133.

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 for construction of the fuel and chemical containment system at six locations at Dallas Executive Airport with North Texas Contracting, lowest responsible bidder of three, in an amount not to exceed $763,510, and to increase in appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,026,133.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the City Manager is hereby authorized to increase appropriations for the total project cost, in an amount not to exceed $1,026,133.00, which includes associated costs such as testing and contract administration by City personnel in the AIP Grant Fund: Fund F122, Department: AVI, Unit: 8803 Object: 4599.

Section 4. That the City Controller is hereby authorized to transfer 25% of the total project cost, which is the City's matching share of the project cost, from the Aviation Capital Construction Fund: 0131, Department: AVI, Unit: 8803, Actv: ENVR, Object: 4599, to the AIP Grant Fund, Fund: F122, Department: AVI, Unit: 8803, Act: ENVR, Revenue Source: 8976.

Section 5. That the City Controller is hereby authorized to accept 75% of the total eligible project cost reimbursement from the Federal Aviation Administration (FAA Grant No. 31) in the AIP Grant Fund, Fund: F122, Department: AVI, Unit: 8803, Actv: ENVR, Revenue Source: 9907.

Section 6. That the City Controller is hereby authorized to transfer 100% of the design and construction administration services cost incurred in the Aviation Capital Construction Fund from Fund: 0131, Department: AVI, Unit: 8803, Act.: ENVR, Obj.: 4599 to the Aviation AIP Grant Fund: F122, Department: AVI, Unit: 8803, Act.: ENVR, Obj.: 4599.

Section 7. That the City Controller is hereby authorized and directed to encumber an amount not to exceed $763,510.00 to be paid to North Texas Contracting out of the Aviation AIP Grant Fund F122, to be paid upon approval of invoice by the Director of Aviation, as follows:

Aviation AIP Grant Fund
Fund F122, Dept, AVI, Unit 8803, Obj. 4599, Act. ENVR
Program # A8803-01, CT AVI8803K808, Commodity 91200
Vendor # 514455, in an amount not to exceed $763,510.00

Section 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Bill Morris, OCMC, Room 321
City Attorney
Aviation

AGENDA ITEM # 31

KEY FOCUS AREA:	Public Safety Improvements and Crime Reduction
AGENDA DATE:	October 10, 2007
COUNCIL DISTRICT(S):	14
DEPARTMENT:	Public Works & Transportation Aviation
CMO:	Ramon F. Miguez, P.E., 670-3308
MAPSCO:	23Z; 24W; 33C D H; 34A B E F J K

SUBJECT

Authorize **(1)** a contract for construction of the fuel and chemical containment systems at nine locations at Dallas Love Field with AUI Contractors, LP, lowest responsible bidder of two, in an amount not to exceed $1,770,980; and **(2)** an increase in appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,910,980 in the Federal Aviation Administration Airport Improvement Program Grant Funds - Not to exceed $1,770,980 - Financing: Aviation Capital Construction Funds ($442,745) and Federal Aviation Administration Airport Improvement Program Grant Funds ($1,328,235)

At Dallas Love Field, conditions exist where there is the potential for contamination of the surrounding watershed. This is due to various processes, i.e., refueling, washing and de-icing of aircraft. On February 23, 2005, Council authorized a professional services contract with Chiang, Patel & Yerby, Inc. (CP&Y) for the redevelopment of a Spill Prevention, Control and Countermeasures (SPCC) Plan, at Dallas Love Field.

On June 28, 2006, Council authorized Supplemental Agreement No. 1 to the contract with CP&Y to provide design, preparation of construction documents and construction administration for the new Fuel and Chemical Containment Systems for storm water outflows at Dallas Love Field as defined in the SPCC Plan.

This action will authorize a contract with AUI Contractors, LP for the construction of a Fuel and Chemical Containment Systems in the amount of $1,770,980. The FAA will participate in an amount equal to 75 percent of the eligible cost of construction.

BACKGROUND (Continued)

The following chart shows AUI Contractors, LP's completed contractual activities with the City of Dallas for the last three years:

	PWT	WTR	PKR
Projects Completed	0	0	0
Change Orders	0	0	0
Project Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized a professional services contract with Chiang, Patel and Yerby, Inc., on February 23, 2005, by Resolution No. 05-0644.

Authorized Supplemental Agreement No. 1 to the contract with Chiang, Patel and Yerby, Inc. on June 28, 2006, by Resolution No. 06-1701.

FISCAL INFORMATION

Aviation Capital Construction Funds - $442,745.00
Federal Aviation Administration Airport Improvement Program Grant Funds - $1,328,235.00

Administration by City Personnel	$ 100,000.00
Construction (this action)	$ 1,770,980.00
Construction Testing	$ 40,000.00
Total Project Cost:	$ 1,910,980.00

M/WBE INFORMATION

See Attached

ETHNIC COMPOSITION

AUI Contractors, LP

Hispanic Female	5	Hispanic Male	105
African-American Female	0	African-American Male	5
Other Female	0	Other Male	1
White Female	8	White Male	81

BID INFORMATION

The following bids with quotes were received and opened on July 11, 2007, for the Fuel and Chemical Containment Systems at Dallas Love Field:

*Denotes successful bidder

BIDDERS	**TOTAL BID**
*AUI Contractors, LP 4775 North Freeway Fort Worth, TX 76106	$1,770,980.00
Gibson & Associates, Inc.	$2,289,120.00
Consultants Estimate:	$1,538,200.00

OWNER

AUI Contractors, LP

Glenn A. Strother, President

MAP

Attached

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize **(1)** a contract for construction of the fuel and chemical containment systems at nine locations at Dallas Love Field with AUI Contractors, LP, lowest responsible bidder of two, in an amount not to exceed $1,770,980; and **(2)** an increase in appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,910,980 in the Federal Aviation Administration Airport Improvement Program Grant Funds - Not to exceed $1,770,980 - Financing: Aviation Capital Construction Funds ($442,745) and Federal Aviation Administration Airport Improvement Program Grant Funds ($1,328,235)

AUI Contractors, LP is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$112,000.00	6.32%
Total non-local contracts	$1,658,980.00	93.68%
TOTAL CONTRACT	$1,770,980.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
LKT & Associates	WFDB31902Y0907	$112,000.00	100.00%
Total Minority - Local		$112,000.00	100.00%

Non-Local Contractors / Sub-Contractors

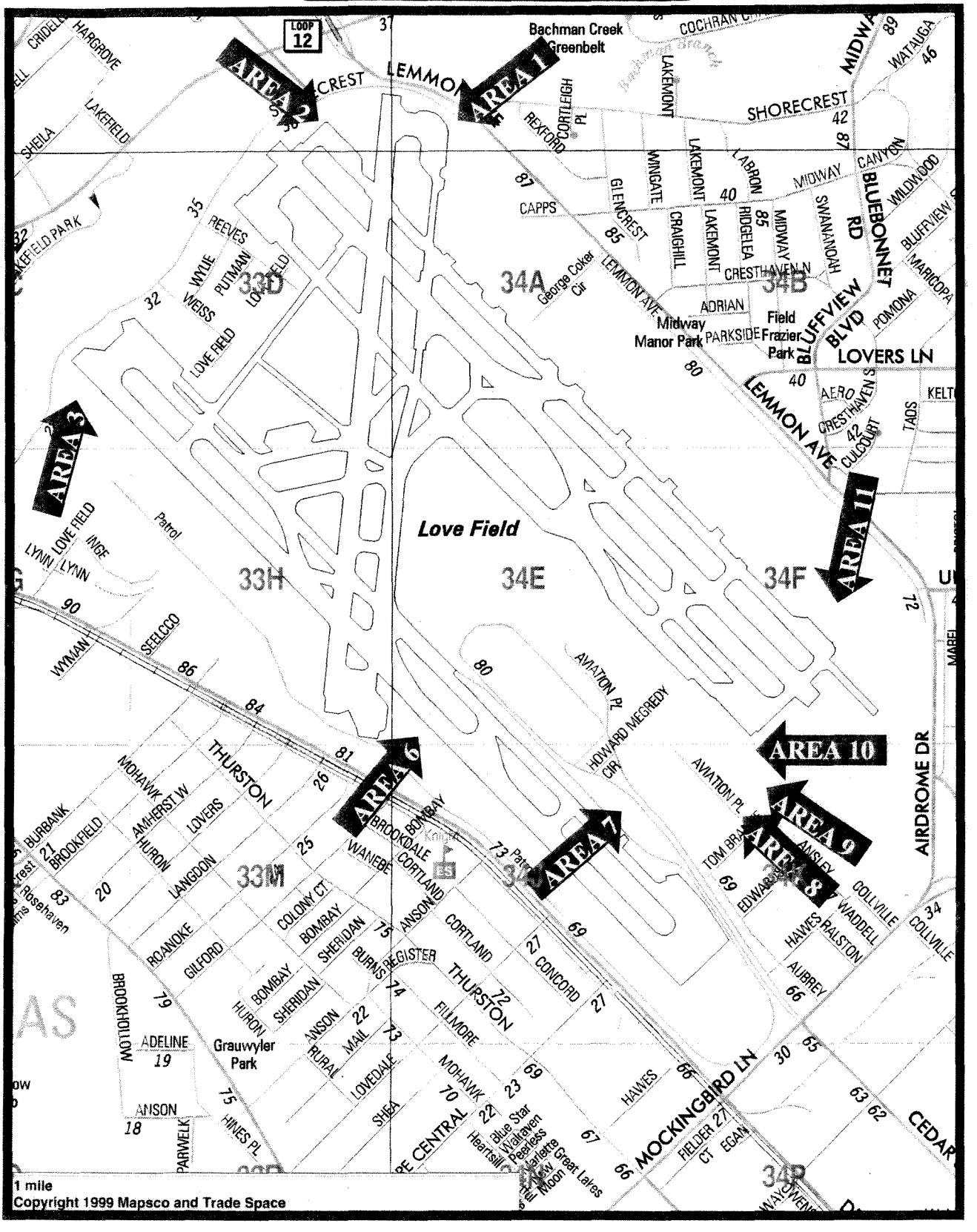
Non-local	Certification	Amount	Percent
Rambo Contracting, Inc.	NFDB31902Y0907	$266,316.60	16.05%
Eagle Aggregates transport	WFDB30584Y0307	$6,000.00	0.36%
Total Minority - Non-local		$272,316.60	16.41%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
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%	$266,316.60	15.04%
WBE	$112,000.00	100.00%	$118,000.00	6.66%
Total	$112,000.00	100.00%	$384,316.60	21.70%

Storm Drain Outfall Modifications

DALLAS LOVE FIELD



MAPSCO 34E

WHEREAS, fuel and chemical containment systems need to be constructed at Dallas Love Field in order to prevent the possible spillage of contaminants into the storm drainage system; and,

WHEREAS, on February 23, 2005, Resolution No. 05-0644 authorized a professional services contract with Chiang, Patel, & Yerby, Inc. (CP&Y) for the development of a Spill Prevention, Control and Countermeasures (SPCC) Plan, at Dallas Love Field; in an amount not to exceed $44,517; and,

WHEREAS, on June 28, 2006, Resolution No. 06-1701 authorized a Supplemental Agreement No. 1 to the contract CP&Y to provide design, preparation of construction documents and construction administration for the Fuel and Chemical Containment Systems at Dallas Love Field, in an amount not to exceed $312,734; and,

WHEREAS, bids were received on July 11, 2007 for the construction of the Fuel and Chemical Containment Systems at Dallas Love Field as follows:

*Denotes successful bidder(s)

BIDDERS	**TOTAL BID**
*AUI Contractors, LP	$1,770,980.00
Gibson & Associates, Inc.	$2,289,120.00

WHEREAS, it is now necessary to authorize a contract for the construction of fuel and chemical containment systems at nine locations at Dallas Love Field with AUI Contractors, LP, lowest responsible bidder of two, in an amount not to exceed $1,770,980; and to increase appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,910,980.

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 for construction of the fuel and chemical containment systems at nine locations at Dallas Love Field with AUI Contractors, LP, lowest responsible bidder of two, in an amount not to exceed $1,770,980; and to increase appropriations for associated costs such as testing and contract administration in an amount not to exceed $1,910,980.

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the City Manager is hereby authorized to increase appropriations for the total project cost, in an amount not to exceed $1,910,980.00, which includes associated costs such as testing and contract administration by City personnel, in the AIP Grant Fund: Fund F122, Department: AVI, Unit: 8802 Object: 4599.

Section 4. That the City Controller is hereby authorized to accept 25% of the total project cost, which is the City's matching share of the project cost, from the Aviation Capital Construction Fund: 0131, Department: AVI, Unit: 8802, Actv: ENVR, Object: 4599, to the AIP Grant Fund, Fund: F122, Department: AVI, Unit: 8802, Act: ENVR, Revenue Source: 8976.

Section 5. That the City Controller is hereby authorized to transfer 75% of the total eligible project cost reimbursement from the Federal Aviation Administration (FAA Grant No. 31) in the AIP Grant Fund, Fund: F122, Department: AVI, Unit: 8802, Actv: ENVR, Revenue Source: 9907.

Section 6. That the City Controller is hereby authorized to transfer 100% of the design and construction administration services cost incurred in the Aviation Capital Construction Fund from Fund: 0131, Department: AVI, Unit: 8802, Act.: ENVR, Obj.: 4599 to the Aviation AIP Grant Fund: F122, Department: AVI, Unit: 8802, Act.: ENVR, Obj.: 4599.

Section 7. That the City Controller is hereby authorized and directed to encumber an amount not to exceed $1,770,980.00 to be paid to North Texas Contracting out of the Aviation AIP Grant Fund F122, to be paid upon approval of invoice by the Director of Aviation, as follows:

Aviation AIP Grant Fund
Fund: F122, Dept. AVI, Unit: 8802, Obj. 4599, Act. ENVR
Program # A8802-01, CT AVI8802K807, Commodity 91200
Vendor # 514455, in an amount not to exceed $1,770,980.00

Section 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

Distribution:
Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Bill Morris, OCMC, Room 321
City Attorney
Aviation

AGENDA ITEM # 32

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 14

DEPARTMENT: Public Works & Transportation
Aviation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 33C D H; 34A E J K

SUBJECT

Authorize **(1)** a contract for construction of the runway 13R / 31L safety area (RSA) enhancement project, including associated runway shoulder repairs and signage replacement at Dallas Love Field, with EAS Contracting, LP, lowest responsible bidder of two, in an amount not to exceed $3,825,669; and **(2)** the establishment of appropriations for associated costs such as testing and contract administration in an amount not to exceed $4,982,280 in the Federal Aviation Administration Airport Improvement Program Grant Funds - Not to exceed $3,825,669 – Financing: Aviation Capital Construction Funds ($956,417) and Federal Aviation Administration Airport Improvement Program Grant Funds ($2,869,252)

BACKGROUND

On November 30, 2005, as part of an annual transportation spending package, House Resolution (HR) 3058 was signed into law requiring the Federal Aviation Administration (FAA) to ensure that all major airports, at which commercial airlines operate, have an adequate safety area meeting current FAA standards, or an approved equivalent, by the year 2015. This legislation was in response to an aircraft running off of the runway at Burbank Airport, CA in March of 2000 and Teterboro Airport, NJ in February of 2005. As a result of this legislation, the FAA has mandated that Dallas Love Field correct the runway safety areas at the departure end of runways 13R and 31L to meet the current safety standards (1,000' of safety area beyond the end of each runway to minimize the potential of an aircraft overrunning the end of the runway after landing).

On November 18, 2005, in anticipation of the federal mandate, Administrative Action No. 05-3694 authorized Supplemental Agreement No. 2 to the contract with HNTB Corporation to provide a feasibility study of alternatives to bring the runway safety areas into compliance. On May 18, 2006, HNTB submitted the results of their study, which included comments by all commercial air carriers operating at the airport. The HNTB study recommended that the airport utilize “declared distances” to meet the FAA’s safety area standard requirements. On June 16, 2006, the Department of Aviation submitted the declared distance option to the FAA for approval.

BACKGROUND (Continued)

Subsequently, the FAA approved the declared distance option as the most feasible option for the airport. The declared distances affect navigational aids, runway markings, runway signage, runway lighting, etc. The FAA defines Declared Distances as the distances the airport owner declares available for the airplane's takeoff run, takeoff distance, accelerate-stop distance and landing distance requirements.

The magnitude and impacts of this project require that it be accomplished in two separate phases. Phase 1 of the Runway Safety Area (RSA) Enhancement Project consists of the implementation of the FAA approved declared distance option for Runway 13R and 31L, and in order to take advantage of the runway closure, associated runway shoulder repairs and signage replacement will be included. Phase 2 of this project is scheduled for FY 2009.

On February 14, 2007, Resolution No. 07-0478 authorized Supplemental Agreement No. 6 to the contract with HNTB Corporation to provide for design services, construction administration and an on-site Resident Project Representative (RPR), as required by the FAA, for the RSA Enhancement – Phase 1.

This action will authorize a contract with EAS Contracting, LP for the construction of the RSA Enhancement – Phase 1 for Runway 13R and 31L, in the amount of $3,825,669.00. The FAA will participate in an amount equal to 75 percent of the eligible cost of construction.

The following chart shows EAS Contracting, LP's completed contractual activities with the City of Dallas for the last three years:

	PWT	WTR	PKR
Projects Completed	1	0	0
Change Orders	1	0	0
Projects Requiring Liquidated Damages	0	0	0
Projects Completed by Bonding Company	0	0	0

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized contract with HNTB Corporation on June 23, 2004, by Resolution No. 04-2147.

Auhorized acceptance of reimbursement funds from the Federal Aviation Administration on August 11, 2004, by Resolution No. 04-2293.

Authorized Supplemental Agreement No. 1 with HNTB Corporation on April 27, 2005, by Resolution No. 05-1316.

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

Authorized Supplemental Agreement No. 4 with HNTB Corporation on April 26, 2006, by Resolution No. 06-1193.

Authorized Supplemental Agreement No. 6 with HNTB Corporation on February 14, 2007, by Resolution No. 07-0478.

FISCAL INFORMATION

Aviation Capital Construction Funds - $956,417.25
Federal Aviation Administration Airport Improvement Grant Funds - $2,869,251.75

Design by Consultant (HNTB Corporation)	$ 479,255.00
Construction Administration by Consultant	$ 337,076.00
Supplemental Agreement No. 2 (Feasibility Study)	$ 20,305.28
Administration by City Personnel	$ 120,000.00
Construction (this action)	$3,825,669.00
Construction Testing	$ 199,974.72
Total Project Cost:	$4,982,280.00

M/WBE INFORMATION

See Attached

ETHNIC COMPOSITION

EAS Contracting, LP

Hispanic Female	0	Hispanic Male	67
African-American Female	0	African-American Male	14
Other Female	0	Other Male	1
White Female	5	White Male	39

BID INFORMATION

The following bids with quotes were received and opened on July 19, 2007 for the Runway 13R / 31L Safety Area Enhancement at Dallas Love Field:

*Denotes successful bidder

Bidders	Base Bid	Accepted Alt. 1-5	Total Bid
*EAS Contracting, LP 2941 Trade Center Dr. Suite 200 Carrollton, TX 75007	$1,724,011.00	$2,101,658.00	$3,825,669.00
AUI Contractors, LP	$2,319,455.00	$3,127,772.50	$5,447,227.50

Consultant's Estimate: $5,375,500.00

** Alternate No. 1 for Reinf. Conc. Pavmt. In Lieu of Asphalt
Alternate No. 2 for Replacement of Guidance Signs at 13R/31L
Alternate No. 3 for Modifying the Localizer Antenna Array
Alternate No. 4 for Replacement of Guidance Signs at 13R/31L
Alternate No. 5 for Airfield Lighting & Control Monitoring Sys.

OWNER(S)

EAS Contracting, LP

Carroll Edwards, President
Lawrence Pinzel, Vice President

MAP

Attached.

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize **(1)** a contract for construction of the runway 13R / 31L safety area (RSA) enhancement project, including associated runway shoulder repairs and signage replacement at Dallas Love Field, with EAS Contracting, LP, lowest responsible bidder of two, in an amount not to exceed $3,825,669; and **(2)** the establishment of appropriations for associated costs such as testing and contract administration in an amount not to exceed $4,982,280 in the Federal Aviation Administration Airport Improvement Program Grant Funds - Not to exceed $3,825,669 – Financing: Aviation Capital Construction Funds ($956,417) and Federal Aviation Administration Airport Improvement Program Grant Funds ($2,869,252)

EAS Contracting, L.P. is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$3,825,669.00	100.00%
TOTAL CONTRACT	$3,825,669.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

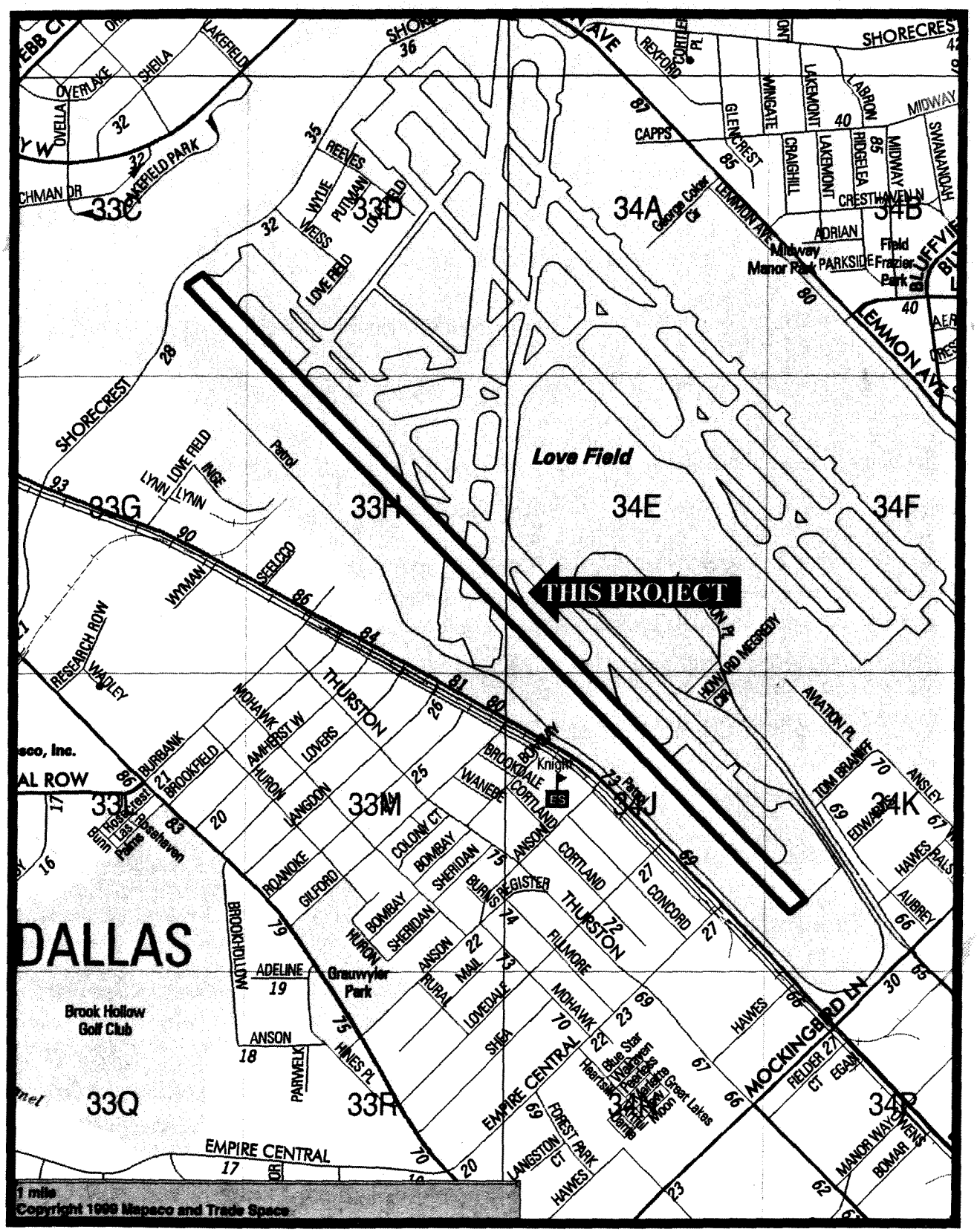
Non-Local Contractors / Sub-Contractors

Non-local	Certification	Amount	Percent
Chambers Engineering, LLC	BMMB32760N1107	$403,929.00	10.56%
J.L. Steel, L.P.	HMMB33413N0208	$97,146.72	2.54%
Airport Lighting Systems	WFDB28204Y0806	$781,026.00	20.42%
Texas Environmental Management SA, Inc.	WFDB30245Y0307	$2,745.00	0.07%
Total Minority - Non-local		$1,284,846.72	33.58%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
African American	$0.00	0.00%	$403,929.00	10.56%
Hispanic American	$0.00	0.00%	$97,146.72	2.54%
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%	$783,771.00	20.49%
Total	$0.00	0.00%	$1,284,846.72	33.58%

RUNWAY 13R-31L SAFETY AREA ENHANCEMENTS DALLAS LOVE FIELD



MAPSCO 34E

WHEREAS, the Runway Safety Areas (RSA) at Dallas Love Field Airport will require safety enhancements to comply with current Federal Aviation Administration (FAA) requirements; and,

WHEREAS, on June 23, 2004, Resolution No. 04-2147 authorized a contract with HNTB Corporation to provide design and preparation of construction documents for the reconstruction of runway and taxiway shoulders, drainage improvements, erosion control, taxiway centerline lights and security fence relocation at Dallas Love Field Airport in the amount of $384,151; and,

WHEREAS, on August 11, 2004, Resolution No. 04-2293 authorized acceptance of reimbursement funds from the FAA for the airfield shoulder and drainage repairs Dallas Love Field Airport project; and,

WHEREAS, on April 27, 2005, Resolution No. 05-1316 authorized Supplemental Agreement No. 1 to the contract with HNTB Corporation to provide for engineering, construction administration and Resident Project Representative (RPR), as required by the FAA, for the Shoulder and Drainage Repairs – Phase 1, in the amount of $432,343, increasing the contract from $384,151 to $816,494; and,

WHEREAS, on November 18, 2005, Administrative Action No. 05-3694 authorized Supplemental Agreement No. 2 to the contract with HNTB Corporation to provide for additional engineering services, for the Shoulder and Drainage Repairs – Phase 1, in the amount of $20,305.28, increasing the contract from $816,494 to $836,799.28; and,

WHEREAS, on December 23, 2005, Administrative Action No. 06-0098 authorized Supplemental Agreement No. 3 to the contract with HNTB Corporation to provide for additional engineering services, for the Shoulder and Drainage Repairs – Phase 1, in the amount of $24,908, increasing the contract from $836,799.28 to $861,707.28; and,

WHEREAS, on April 26, 2006, Resolution No. 06-1193 authorized Supplemental Agreement No. 4 to the contract with HNTB Corporation to provide for additional construction administration services, for the Shoulder and Drainage Repairs – Phase 1, in the amount of $81,835, increasing the contract from $861,707.28 to $943,542.28; and,

WHEREAS, on July 31, 2006, Administrative Action No. 06-2178 authorized Supplemental Agreement No. 5 to the contract with HNTB Corporation to provide for additional construction administration and RPR services, for the Shoulder and Drainage Repairs – Phase 1, in the amount of $23,948, increasing the contract from $943,542.28 to $967,490.28; and,

October 10, 2007

WHEREAS, on February 14, 2007, Resolution No. 07-0478 authorized Supplemental Agreement No. 6 to the contract with HNTB Corporation to provide for design services, construction administration and a Resident Project Representative (RPR), as required by the FAA, for the RSA Enhancement – Phase 1, in the amount of $816,331, increasing the contract from $967,490.28 to $1,783,821.28; and,

WHEREAS, bids were received on July 19, 2007 for the construction of the Runway 13R/31L Safety Area Enhancements at Dallas Love Field as follows:

*Denotes successful bidder(s)

BIDDERS	BASE BID	FIVE ALTERNATES	TOTAL BID
*EAS Contracting, LP	$1,724,011.00	$2,101,658.00	$3,825,669.00
AUI contractors, LP	$2,319,455.00	$3,127,772.50	$5,447,227.50

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to enter into a contract with EAS Contracting, LP for the construction of the Runway 13R/31L Safety Area Enhancements, including associated runway shoulder repairs and signage replacement, at Dallas Love Field, for the base bid and five alternates in an amount not to exceed $3,825,669.00, being the lowest responsive bid received as indicated by the tabulation of bids:

Section 2. That the City Manager is hereby authorized to execute the contract after it has been approved as to form by the City Attorney.

Section 3. That the City Manager is hereby authorized to increase appropriations for the total project cost, which includes associated costs such as design, testing and contract administration, in an amount not to exceed $4,982,280.00 in the Aviation AIP Grant Fund F147, Department AVI, Unit P362, Obj.4599.

Section 4. That the City Controller is hereby authorized to transfer 25% of the total project cost, which is the City's matching share of the project cost, from the Aviation Capital Construction Fund 0131, Department AVI, Unit P362, Act. AVSS, Obj. 3700 to the AIP Grant Fund: F147, Unit: P362, Act:. AVSS, Revenue Source: 8976.

Section 5. That the City Controller is hereby authorized to accept 75% of the total eligible project cost reimbursement from the Federal Aviation Administration (FAA Grant No. 31) in the AIP Grant Fund: F147, Unit: P362, Act.: AVSS, Revenue Source: 9907.

Section 6. That the City Controller is hereby authorized to transfer 100% of the design and construction administration services cost incurred in the Aviation Capital Construction Fund from Fund: 0131, Department: AVI, Unit: P362, Act.: AVSS, Obj.: 4599, to the Aviation AIP Grant Fund: F147, Department: AVI, Unit: P362, Act.: AVSS, Obj.: 4599.

Section 7. That the City Controller is hereby authorized and directed to encumber an amount not to exceed $3,825,669.00 to be paid to EAS Contracting, LP out of the Aviation AIP Grant Fund: F147, to be paid upon approval of invoice by the Director of Aviation, as follows:

Aviation AIP Grant Fund
Fund F147, Dept. AVI, Unit P362, Obj. 4599, Act. AVSS
Program # P362-01, CT AVIP362L810, Comm. 91200
Vendor # 518115, in an amount not to exceed $3,825,669.00

Section 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Bill Morris, OCMC, Room 321
City Attorney
Aviation

AGENDA ITEM # 33

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 2, 14

DEPARTMENT: Public Works & Transportation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 35 M, Q, U, X, Y, 45 A, B, E

SUBJECT

Authorize **(1)** a contract for the construction of lighting improvements for the Katy Trail lighting phase of the Victory Sustainable Development Project, with Dal-Ec Construction, Ltd., lowest responsible bidder of three, in an amount not to exceed $589,398 (local share to be provided by the developer); and **(2)** assignment of the construction contract to Anland GP, L.P. - Not to exceed $589,398 - Financing: Capital Projects Reimbursement Funds

BACKGROUND

A Call for Projects was issued in May 2001 to local governments and interested parties soliciting land-use/transportation projects under the North Central Texas Council of Government's (NCTCOG) Sustainable Development Program Initiative. In order to qualify for the program, the projects were required to utilize existing infrastructure, improve rail mobility, and/or promote mixed land use. The NCTCOG staff completed a series of meetings with all the project sponsors, and public meetings for the Program were held in August 2001. The Regional Transportation Council (RTC) approved all NCTCOG staff recommended projects including the Victory Project in October 2001. The Texas Department of Transportation (TxDOT) administers federal funds, and will be involved in this project. No City or Tax Increment Financing (TIF) funding is required as the 20% local share has been provided by the developer.

The roadway improvement phase of the Victory Sustainable Development project included: 1) construction of three public streets (Victory Park Lane, Laws Street, and DART Street), 2) a pedestrian plaza from proposed Laws Street to Lamar Street between North Houston Street and Victory Avenue, and 3) sidewalk and crosswalk improvements at various locations within Victory Development. The roads were consistent with the Planned Development District approved by the City Council for the Victory Development. The Katy Trail Lighting phase of the Victory Sustainable Development project includes the construction of lighting along the Katy Trail for the base bid from Lyte Street to Fitzhugh Avenue, bid Alternate 1 from Fitzhugh Avenue to Overbrook Drive, and bid Alternate 2 from Overbrook Drive to Gillon Avenue.

BACKGROUND (Continued)

TxDOT will utilize federal funds to reimburse 80 percent of eligible project costs up to $471,518.16. The remaining 20 percent, the local share normally funded by the City, will be provided by the developer. Project costs that are not considered eligible for reimbursement will be the responsibility of the developer. The developer has deposited funds with the City necessary for the construction of this project in the amount of $589,397.70. The developer will be incrementally reimbursed for the federal share of construction by TxDOT.

This action will award the contract for the Katy Trail Lighting phase (base bid plus Alternate 1 and Alternate 2) of the Victory Sustainable Development Project and authorize assignment of the contract to Anland GP, L.P. No future council action is anticipated for this project. There is no cost consideration to the City for this action.

ESTIMATED SCHEDULE OF PROJECT

Began Design	October 2004
Completed Design	June 2007
Begin Construction	November 2007
Complete Construction	April 2008

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized the approval, endorsement, acceptance, and implementation of the Victory Sustainable Development Project, to be funded under NCTCOG's 2001 Sustainable Development Program Initiative on February 27, 2002, by Resolution No. 02-0838.

Authorized the Local Project Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the acquisition, design, construction, and funding of the Victory Sustainable Development Project on March 9, 2005, by Resolution No. 05-0917.

Authorized the Participation Agreement with the developer, Anland GP, L.P., for the acquisition, design, construction, and funding of the Victory Sustainable Development Project on March 9, 2005, by Resolution No. 05-0918.

Authorized a contract for construction and assigned the contract for the construction of roadways and related improvements on February 22, 2006, by Resolution No. 06-0650.

FISCAL INFORMATION

Capital Projects Reimbursement Fund - $589,397.70

Construction

Lighting improvements (TxDOT)	$471,518.16
Lighting improvements (Anland GP)	$117,879.54
Total Cost	$589,397.70

Council District	Amount
2	$124,910.98
14	$464,486.72
Total	$589,397.70

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Dal-Ec Construction, Ltd.

Hispanic Female	0	Hispanic Male	5
African-American Female	0	African-American Male	0
Other Female	0	Other Male	0
White Female	1	White Male	6

BID INFORMATION

The following bids with quotes were received on July 18, 2007 and opened on July 19, 2007:

BID INFORMATION (Continued)

*Denotes successful bidder(s)

Bidders	Base Bid	Accepted Alt. 1-2	Total Bid
*Dal-Ec Construction, Ltd. 408-B Interchange McKinney, TX 75071	$455,974.10	$133,423.60	$589,397.70
HCE Construction, Inc.	$502,569.80	$134,691.36	$637,261.16
Phillips/May Corporation	$562,223.20	$167,154.90	$729,378.10

Original estimate - $632,350

Alternate No. 1: provides lighting from Fitzhugh to Overbrook
Alternate No. 2: provides lighting from Overbrook to Gillon

OWNER

Dal-Ec Construction, Ltd.

Don Wilbanks, President

DEVELOPER

Anland GP, L.P.

Robert T. Vicente, Executive Vice President

MAP

Attached.

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize **(1)** a contract for the construction of lighting improvements for the Katy Trail lighting phase of the Victory Sustainable Development Project, with Dal-Ec Construction, Ltd., lowest responsible bidder of three, in an amount not to exceed $589,398 (local share to be provided by the developer); and **(2)** assignment of the construction contract to Anland GP, L.P. - Not to exceed $589,398 - Financing: Capital Projects Reimbursement Funds

Dal-Ec Construction is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$589,397.70	100.00%
Total non-local contracts	$0.00	0.00%
TOTAL CONTRACT	$589,397.70	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

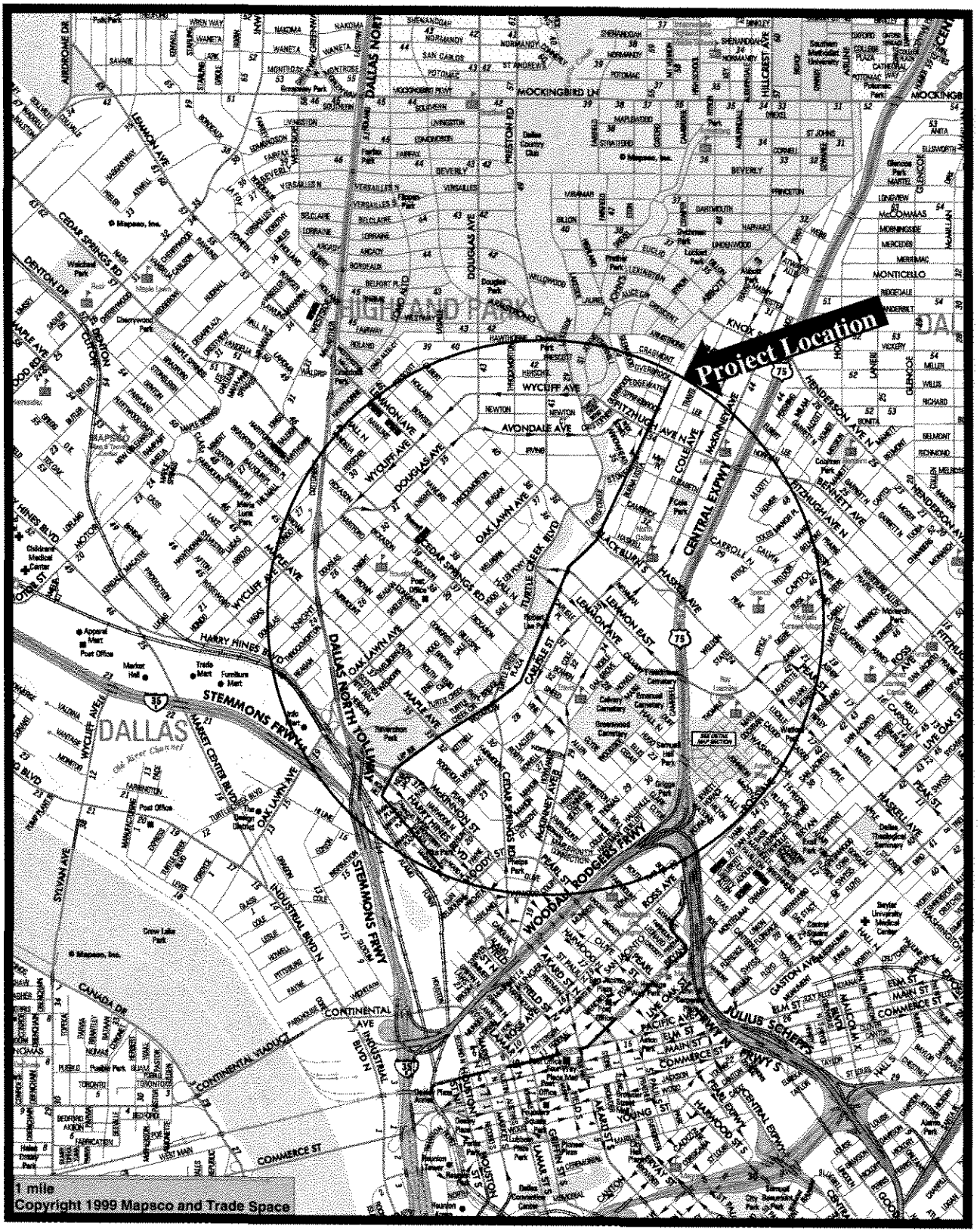
Non-Local Contractors / Sub-Contractors

Non-local	Certification	Amount	Percent
Utility Precast	WFDB32381Y1007	$46,780.00	0.00%
Total Minority - Non-local		$46,780.00	0.00%

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
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%	$46,780.00	7.94%
Total	$0.00	0.00%	$46,780.00	7.94%

Katy Trail Lighting



Mapsco 35U, 45E

WHEREAS, on February 27, 2002, Resolution No. 02-0838 authorized the endorsement, acceptance and implementation of the Victory Sustainable Development Project to be funded under NCTCOG's 2001 Sustainable Development Program Initiative; and,

WHEREAS, on March 9, 2005, Resolution No. 05-0917 authorized a Local Project Advanced Funding Agreement with the Texas Department of Transportation for the design and construction of paving, drainage and amenity improvements for the Victory Sustainable Development Project; and,

WHEREAS, on March 9, 2005, Resolution No. 05-0918 authorized a Participation Agreement with Anland GP, L.P. for the design and construction of paving, drainage and amenity improvements for the Victory Sustainable Development Project; and,

WHEREAS, Anland GP, L.P. agreed to fund the City's local share for the design and construction of paving, drainage and amenity improvements for the Victory Sustainable Development Project; and,

WHEREAS, under this Participation Agreement, Anland GP, L.P. will advance the funds to the City of Dallas necessary for the construction of paving, drainage and amenity improvements for the Victory Sustainable Development Project; and,

WHEREAS, the Participation Agreement provides that after the City of Dallas awards the construction contract, it will be assigned to Anland GP, L.P. for construction administration; and,

WHEREAS, the Texas Department of Transportation has agreed to provide federal funds to reimburse 80 percent of eligible project costs up to $476,321 for the Katy Trail Lighting Project phase of the Victory Sustainable Development Project; and,

WHEREAS, as part of the amenities included with this project, the City of Dallas, Anland GP, L.P. and the Texas Department of Transportation desire the construction of lighting along the Katy Trail from Lyte Street to Gillon Avenue; and,

WHEREAS, bids were received on July 18, 2007 and opened on July 19, 2007 for the construction of the Katy Trail Lighting Project phase of the Victory Sustainable Development Project, as follows:

BIDDERS	BID AMOUNT	ALT. 1	ALT. 2	TOTAL
Dal-Ec Construction, Ltd.	$455,974.10	$43,669.80	$ 89,753.80	$589,397.70
HCE Construction, Inc.	$502,569.80	$50,878.88	$ 83,812.48	$637,261.16
Phillips/May Corporation	$562,223.20	$59,027.80	$108,127.10	$729,378.10

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 the contract for the construction of lighting improvements for the Katy Trail lighting phase of the Victory Sustainable Development Project, with Dal-Ec Construction, Ltd., lowest responsive bidder of three, in an amount not to exceed $589,398, after it has been approved as to form by the City Attorney.

Section 2. That in accordance with the Participation Agreement with Anland GP, L.P., approved on March 9, 2005 by Resolution No. 05-0918, the contract is hereby assigned to Anland GP, L.P. for construction administration and material testing.

Section 3. That the City Controller is hereby authorized to disburse funds in accordance with the terms and conditions of the construction contract and Participation Agreement from:

Capital Projects Reimbursement Fund
Fund 0556, Dept. PBW, Unit P215, Act. PPPF
Obj. 4510, Program #PBPRI001, CT PBWPRP215L1
Vendor #340061, in an amount not to exceed $589,397.70

Section 4. That the City Manager is authorized to execute this contract after it has been approved as to form by the City Attorney.

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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Dawna Brown, City Hall, L1BS
City Attorney

AGENDA ITEM # 34

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 2

DEPARTMENT: Public Works & Transportation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 45 E J

SUBJECT

Authorize an increase in the contract with American Civil Constructors, Inc., for the construction of paving, drainage, and amenity improvements for the Victory Sustainable Development Project (local share provided by the developer, Anland GP, L.P.) - $1,004,513, from $4,018,052 to $5,022,565 - Financing: Capital Projects Reimbursement Funds

BACKGROUND

A Call for Projects was issued in May, 2001, to local governments and interested parties soliciting land-use/transportation projects under the North Central Texas Council of Government's (NCTCOG) Sustainable Development Program Initiative. In order to qualify for the program, the projects were required to utilize existing infrastructure, improve rail mobility, and/or promote mixed land use. The NCTCOG staff completed a series of meetings with all the project sponsors, and public meetings for the program were held in August, 2001. The Regional Transportation Council (RTC) approved all NCTCOG staff recommended projects, including the Victory Sustainable Development Project, in October, 2001.

The Texas Department of Transportation (TxDOT) administers the federal funds for the project, and will utilize federal funds to reimburse 80 percent of eligible project costs up to $6,804,000. The total project cost for right-of-way acquisition, construction, construction engineering and contingencies, and the State's engineering review is estimated at $8,505,000. No City or Tax Increment Financing (TIF) funds are required as the 20% local share, normally funded by the City, has been provided by the developer (Anland GP, L.P., an affiliate of Hillwood Development Corporation), pursuant to a Participation Agreement with the City.

BACKGROUND (Continued)

The improvements for this portion of the project include: (1) construction of three public streets (Victory Park Lane, Laws Street, and DART Street), and a pedestrian plaza from proposed Laws Street to Lamar Street between North Houston Street and Victory Avenue, and (2) sidewalk and crosswalk improvements at various locations within the Victory Development. These roads and related improvements are consistent with the Planned Development District approved by the City Council for the Victory Development. Following public advertising and receipt of competitive bids, the construction contract with American Civil Constructors, Inc., was awarded by the City Council on February 22, 2006, and assigned to the developer for construction administration, inspection and materials testing, by Resolution 06-0650. Construction began in April, 2006. Prior to the award, the developer provided funding to the City in the contract amount of $4,018,051.50, and is being incrementally reimbursed from the federal share of construction costs, administered by TxDOT.

During construction, five change orders have been processed. Deductive Change Order No. 1 allowed for miscellaneous plan revisions and revisions to some of the landscape elements and amenities including kiosks, tree grates, and lighting. Additive Change Order No. 2 increased the unit price for sidewalk granite, allowed miscellaneous changes to landscape elements, and provided additional temporary construction fencing. Additive Change Order 3 established a price for removal of unanticipated buried debris in the right-of-way for DART Street. Deductive Change Order No. 4 revised driveway locations and provided an additional driveway. Additive Change Order No. 5 accounts for revised TXU electric delivery locations, additional receptacles and circuits in the tree wells, staining of barrier free ramps per comments from the Texas Department of Licensing and Regulation, filling previously unknown electrical manholes and removing previously unknown concrete fence posts, and the material costs for the granite used in the right-of-way and public sidewalks. Anland GP, L.P., provided additional funding in the amount of $396,977.78 in October, 2006, to cover the cost of Change Orders 1 through 4. Additional payment in the amount of $607,535.10 for Change Order No. 5 is now also required.

This resolution will approve the construction changes outlined in Change Orders 1 through 5 and will authorize payment to American Civil Constructors, Inc., from the funds that have been provided to the City by Anland GP, L.P., pursuant to the terms of the Participation Agreement between the City and Anland GP, L.P.

ESTIMATED SCHEDULE OF PROJECT

Began Construction	April 2006
Complete Construction	November 2007

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized the approval, endorsement, acceptance, and implementation of the Victory Sustainable Development Project, to be funded under NCTCOG's 2001 Sustainable Development Program Initiative on February 27, 2002, by Resolution No. 02-0838.

Authorized the Local Project Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the acquisition, design, construction, and funding of the Victory Sustainable Development Project on March 9, 2005, by Resolution No. 05-0917.

Authorized the Participation Agreement with the developer, Anland GP, L.P., for the acquisition, design, construction, and funding of the Victory Sustainable Development Project on March 9, 2005, by Resolution No. 05-0918.

Authorized award of the construction contract and assignment of the contract for the project roadways and related improvements on February 22, 2006, by Resolution No. 06-0650.

FISCAL INFORMATION

Capital Projects Reimbursement Funds - $1,004,512.88

Construction Contract Amount

Original Contract Award	$4,018,051.50
Change Order No. 1	$ (13,574.50)
Change Order No. 2	$ 208,381.11
Change Order No. 3	$ 212,030.67
Change Order No. 4	$ (9,859.50)
Change Order No. 5	$ 607,535.10
Total Amount	$5,022,564.38

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

American Civil Constructors, Inc.

Hispanic Female	5	Hispanic Male	555
African-American Female	2	African-American Male	10
Other Female	6	Other Male	14
White Female	60	White Male	438

OWNER

American Civil Constructors, Inc.

Chris Graeber, President

MAP

Attached.

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize an increase in the contract with American Civil Constructors, Inc., for the construction of paving, drainage, and amenity improvements for the Victory Sustainable Development Project (local share provided by the developer, Anland GP, L.P.) - $1,004,513, from $4,018,052 to $5,022,565 - Financing: Capital Projects Reimbursement Funds

American Civil Constructors, Inc., is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.

PROJECT CATEGORY: Construction

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	Amount	Percent
Local contracts	$21,949.00	100.00%
Non-local contracts	$0.00	0.00%
TOTAL THIS ACTION	$21,949.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

Local	Certification	Amount	Percent
ROC Construction	HMMB32914Y0907	$21,949.00	100.00%
Total Minority - Local		$21,949.00	100.00%

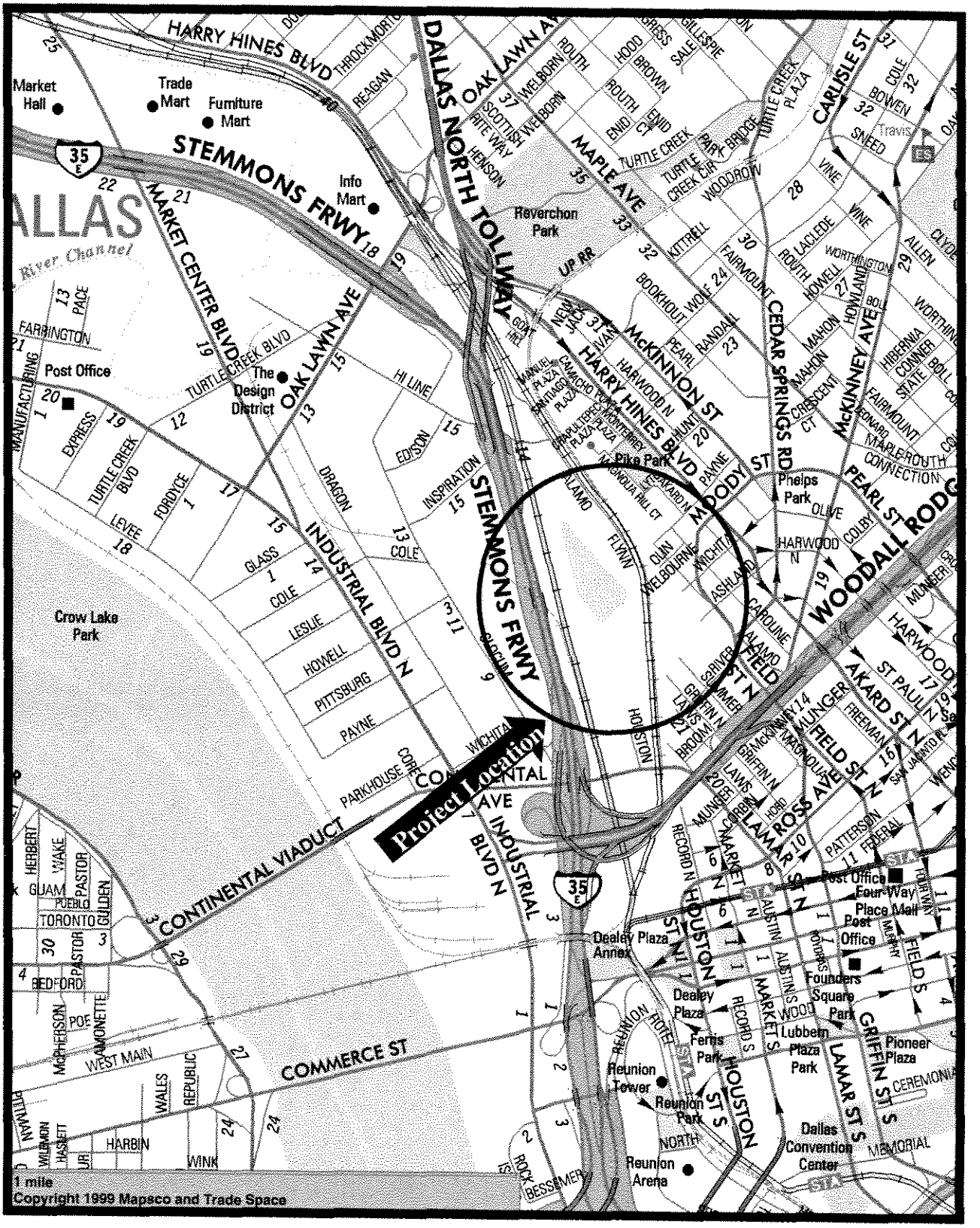
Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	Amount	Percent	Amount	Percent
African American	$0.00	0.00%	$0.00	0.00%
Hispanic American	$21,949.00	100.00%	$1,183,692.00	23.57%
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	$21,949.00	100.00%	$1,183,692.00	23.57%

Victory Sustainable Dev



Mapsco 45 E, J

October 10, 2007

WHEREAS, on February 27, 2002, by Resolution No. 02-0838, the City Council authorized the approval, endorsement, acceptance, and implementation of the Victory Sustainable Development Project, to be funded under NCTCOG's 2001 Sustainable Development Program Initiative; and,

WHEREAS, on March 9, 2005, by Resolution No. 05-0917, the City Council authorized a Local Project Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the acquisition, design, construction, and funding of paving, drainage, and amenity improvements for the Victory Sustainable Development Project; and,

WHEREAS, on March 9, 2005, by Resolution No. 05-0918, the City Council authorized a Participation Agreement with the developer, Anland GP, L.P., for the acquisition, design, construction, and funding of paving, drainage, and amenity improvements for the Victory Sustainable Development Project; and,

WHEREAS, under the Participation Agreement, Anland GP, L.P., agreed to fund the City's local share for the acquisition, design, and construction of paving, drainage, and amenity improvements for the Victory Sustainable Development Project; and,

WHEREAS, under the Participation Agreement, Anland GP, L.P., has advanced the funds to the City of Dallas necessary for the construction of paving, drainage, and amenity improvements for the Victory Sustainable Development Project; and,

WHEREAS, the Participation Agreement provided that after the City Council of the City of Dallas awarded the construction contract, it would be assigned to Anland GP, L.P., for construction administration, inspection, and materials testing; and,

WHEREAS, on February 22, 2006, following public advertisement and receipt of competitive bids, the City Council, by Resolution No. 06-0650, approved and assigned the contract with American Civil Constructors, Inc., for the construction of paving, drainage, and amenity improvements for the Victory Sustainable Development Project in an amount not to exceed $4,018,051.50; and,

WHEREAS, it is now necessary to approve Change Orders 1 through 5, and authorize an increase in the contract with American Civil Constructors, Inc., as a result of Change Orders 1 through 5, in the amount of $1,004,512.88, increasing the total contract amount from $4,018,051.50 to $5,022,564.38;

Now, Therefore,

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

Section 1. That the City Manager is authorized to increase the contract with American Civil Constructors, Inc., for the construction of paving, drainage, and amenity improvements for the Victory Sustainable Development Project in the amount of $1,004,512.88, increasing the contract amount from $4,018,051.50 to $5,022,564.38.

Section 2. That pursuant to the terms of the Participation Agreement with Anland GP, L.P., approved on March 9, 2005, by Resolution No. 05-0918, and the construction contract with American Civil Constructors, Inc., approved and assigned on February 22, 2006, by Resolution No. 06-0650, the City Controller is hereby authorized to disburse additional funds to American Civil Constructors, Inc., as a result of Change Order Nos. 1 through 5, from:

Capital Projects Reimbursement Funds
Fund 0556, Dept. PBW, Unit P215, Act. PPPF
Obj. 4510, Program #PBPRI001, CT PBWPRP215F2
Vendor #258312, in an amount not to exceed $1,004,512.88

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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Dawna Brown, City Hall, L1BS
City Attorney's Office, Charles Bierfeld, City Hall, 7CN

AGENDA ITEMS # 35,36

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 7

DEPARTMENT: Public Works & Transportation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 56D 56G 56H

SUBJECT

UPPR Crossings Intersecting Macon Street and Sunday Street

* Authorize an Interlocal Agreement with the Texas Department of Transportation for paving improvements at the Union Pacific Railroad crossings intersecting Macon Street and Sunday Street with permanent barriers, turn-around area on Macon Street, with fencing and sidewalk improvements along the railroad right-of-way - $4,433 - Financing: 2003 Bond Funds

* Authorize **(1)** a three-party Interlocal Agreement with Texas Department of Transportation and the Union Pacific Railroad for paving improvements at the railroad crossings intersecting Macon Street and Sunday Street, **(2)** the receipt and deposit of funds from the Texas Department of Transportation (TxDOT) and Union Pacific Railroad (UPRR) in an amount not to exceed $35,000 in the Capital Projects Reimbursement Funds; and **(3)** an increase in appropriations in the amount of $35,000 in the Capital Projects Reimbursement Funds - $35,000 - Financing: Capital Projects Reimbursement Funds

BACKGROUND

The North Central Texas Council of Governments (NCTCOG) issued a call for projects for the Railroad Crossing Reliability Partnership Program on August 8, 2003, to improve selected at-grade railroad crossings throughout the Dallas-Fort Worth Metropolitan Planning Area. Eligible project types included closures, improved gates, structural barriers, channelization, Intelligent Transportation Systems, improvements to roadway geometrics or sight lines, improved crossing surfaces, improved signs or warning devices and other capital expenses necessary to improve the safety and/or reliability of at-grade railroad crossings. All projects required a minimum 20 percent match, and there were eight projects submitted by the City of Dallas. NCTCOG selected for final approval the Union Pacific Railroad crossings of Macon Street and Sunday Street and a A Letter of Understanding between NCTCOG, TxDOT, UPRR and the City of Dallas for this project was executed on May 18, 2005.

BACKGROUND (Continued)

Federal and bond funds will be used towards the construction of: 1) the closure of Macon Street and Sunday Street at-grade railroad crossings with permanent barriers, 2) an appropriate turning area on the closed portions of Macon Street, 3) the installation of a wrought iron fence along one side of the railroad tracks from Scyene to Municipal, and 4) a pedestrian walkway parallel to the fence on TxDOT and UPRR right-of-way from the southern end of Ideal Avenue to Bethurum Street. A more formal Interlocal Agreement with TxDOT is now required, and funding in the amount of $4,433 is required to pay TxDOT for the local share of their design review and administrative expenses.

The City of Dallas is responsible for all design and project coordination. Federal funding for construction purposes in the amount of $354,400 is currently programmed through NCTCOG and will be matched locally by $88,600. The UPRR will contribute up to $10,000 and TxDOT will contribute up to $7,500 for each at-grade railroad crossing closure on this project. A maximum of $35,000 will be provided by UPRR and TxDOT. The City of Dallas will deposit the funds from the UPRR and TxDOT and will utilize them (and additional local funds as necessary) to maintain the fence in perpetuity.

This action will authorize an Interlocal Agreement with TxDOT and a separate agreement with TxDOT and UPRR for the at-grade railroad crossing closures, construction of a wrought iron fence and construction of a pedestrian walkway. Future Council action will be required to award a construction contract.

ESTIMATED SCHEDULE OF PROJECT

Begin Design	October 2007
Complete Design	August 2008
Begin Construction	November 2008
Complete Construction	April 2009

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

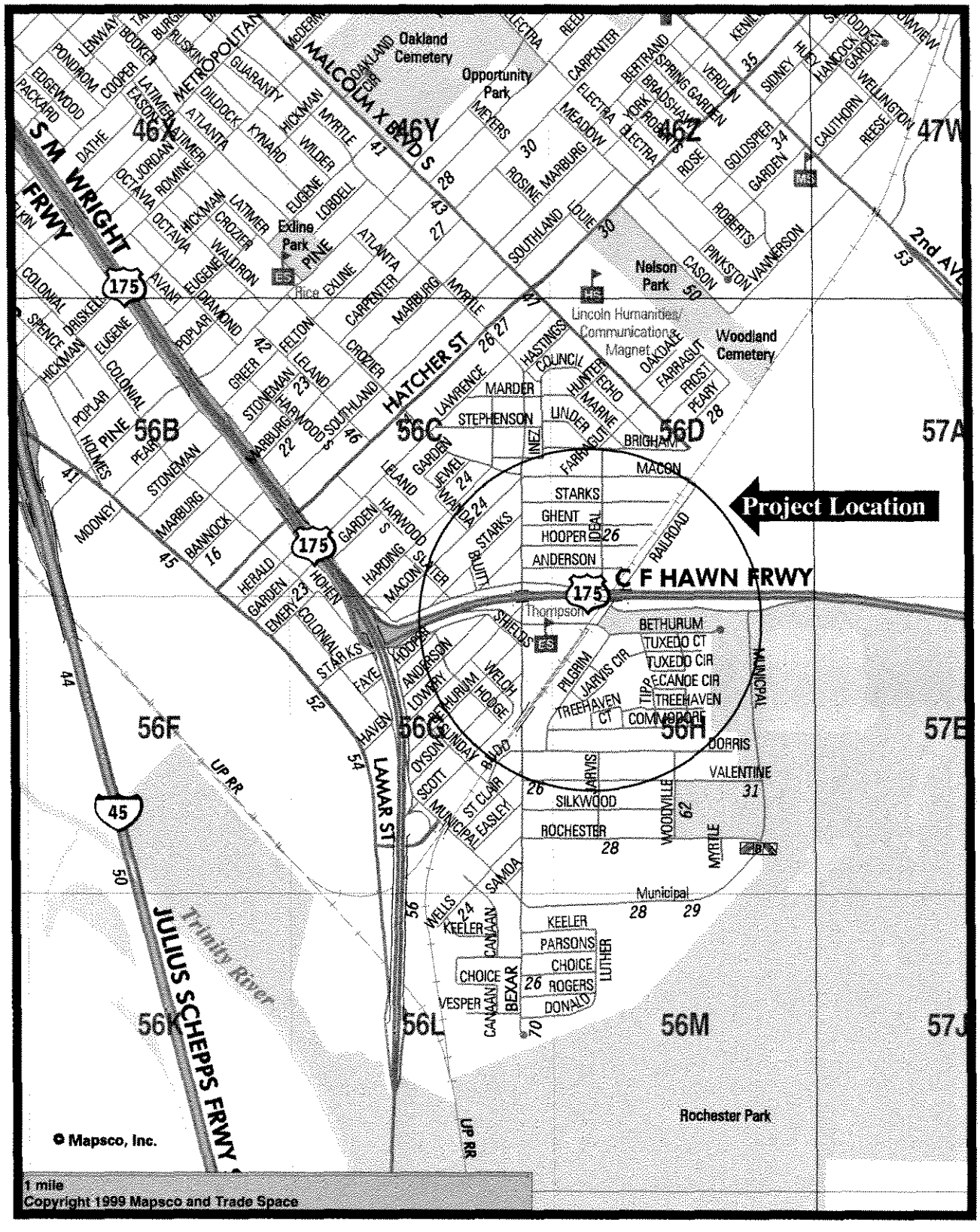
FISCAL INFORMATION

2003 Bond Funds - $4,433

MAP

Attached

Macon St & Sunday St



Mapsco 56 D, G, H

October 10, 2007

WHEREAS, the North Central Texas Council of Governments (NCTCOG) issued a call for projects for the Railroad Crossing Reliability Partnership Program on August 8, 2003, to improve selected at-grade railroad crossings throughout the Dallas-Fort Worth Metropolitan Planning Area; and,

WHEREAS, the at-grade railroad crossings of the Union Pacific Railroad (UPRR) at Macon Street and Sunday Street were selected by the NCTCOG for final approval; and

WHEREAS, a Letter of Understanding between NCTCOG, TxDOT, UPRR and the City of Dallas for this project was executed on May 18, 2005; and,

WHEREAS, available funds will be used towards the closure of Macon Street and Sunday Street at-grade railroad crossings with permanent barriers, the provision of appropriate turning area on the closed portions of Macon Street, the provision of a wrought iron fence along one side of the railroad tracks, and the provision of a pedestrian walkway parallel to the fence constructed on TxDOT and UPRR right-of-way from the southern end of Ideal Avenue to Bethurum Street.

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 the Local Project Advance Funding Agreement (LPAFA) with the Texas Department of Transportation (TxDOT) for paving improvements at the Union Pacific Railroad (UPRR) crossings intersecting Macon Street and Sunday Street with permanent barriers, turn-around area on Macon Street, with fencing and pedestrian walkway improvements 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 agreement from:

Street and Transportation Improvement Fund
Fund 3R22, Dept PBW, Unit P359, Act. INGV
Obj 4510, Program # PB03P359, CT PBW03P359A1
Vendor # 239588, in an amount not to exceed $4,433

Section 3. That the City Controller is hereby authorized to deposit any unused Bond Funds advanced to TxDOT pertaining to this project into Fund 3R22, Department PBW, Unit P359, Object 4510.

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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Dawna Brown, City Hall, L1BS
City Attorney

October 10, 2007

WHEREAS, the North Central Texas Council of Governments (NCTCOG) issued a call for projects for the Railroad Crossing Reliability Partnership Program on August 8, 2003, to improve selected at-grade railroad crossings throughout the Dallas-Fort Worth Metropolitan Planning Area; and,

WHEREAS, the at-grade railroad crossings of the Union Pacific Railroad (UPRR) at Macon Street and Sunday Street were selected by the NCTCOG for final approval; and

WHEREAS, a Letter of Understanding between NCTCOG, TxDOT, UPRR and the City of Dallas for this project was executed on May 18, 2005; and,

WHEREAS, available funds will be used towards the closure of Macon Street and Sunday Street at-grade railroad crossings with permanent barriers, the provision of appropriate turning area on the closed portions of Macon Street, the provision of a wrought iron fence along one side of the railroad tracks, and the provision of a pedestrian walkway parallel to the fence constructed on TxDOT and UPRR right-of-way from the southern end of Ideal Avenue to Bethurum Street.

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to execute an Interlocal Agreement with the Texas Department of Transportation and the Union Pacific Railroad for paving improvements at UPRR at-grade crossings intersecting Macon Street and Sunday Street after it has been approved as to form by the City Attorney.

Section 2. That the City Controller is hereby authorized to deposit funds received from TxDOT and UPRR pertaining to this project into Fund 0556, Department PBW, Unit P359, Revenue Source 6530 in an amount not to exceed $35,000.

Section 3. That the City Manager is hereby authorized to increase appropriations in the Capital Projects Reimbursement Fund 0556, Agency PBW, Unit P359, Object 4510 in the amount of $35,000.

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.

Distribution: Public Works and Transportation, Jean Mitchell, OCMC, Room 101
Public Works and Transportation, Dawna Brown, City Hall, L1BS
City Attorney

AGENDA ITEM # 37

KEY FOCUS AREA: A Cleaner, Healthier City Environment

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Sanitation Services

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: N/A

SUBJECT

Authorize a twelve-month Interlocal Agreement with Dallas County for participation in the Dallas Area Household Hazardous Waste Network collection program for the period of October 1, 2007, through September 30, 2008, with an option to extend the agreement for four additional twelve-month periods - Not to exceed $3,726,069 - Financing: Current Funds (to be reimbursed from Stormwater Drainage Management Funds) (subject to annual appropriations)

BACKGROUND

The City's stormwater permit requires control of pollutants in stormwater run-off. Specifically, the permit obligates the City to utilize a program to collect and recycle, reuse, or properly dispose of Household Hazardous Waste (HHW). This program also diverts HHW from the solid waste stream, enhancing the integrity of the landfill.

Dallas County, with support from area cities, has taken an active role since 1994-95 in addressing this regional issue. The City of Dallas is one of the cities who participate in the Dallas Area HHW Network, a consortium of sixteen area cities coordinated through Dallas County. The participating cities, enter into an interlocal agreement, or renew an existing one, with Dallas County each year. Since the current interlocal agreement expires this year, this resolution seeks approval to enter into a new interlocal agreement for FY07-08 with options to extend for 4 additional years, consistent with Dallas County' s terms for an interlocal agreement with participating cities.

The HHW program has been a successful and expanding program for the last twelve years, with more and more citizen participation over the years. The program expansion included the opening of the permanent collection facility at 11234 Plano Road in April 2002. In FY06-07, nearly 15,000 county residents, including over 6,500 Dallas citizens, have responsibly disposed of their automotive fluids, pool & yard chemicals, paint products, and cleaning products and other household hazardous chemicals at the permanent facility (or one of several Saturday events throughout the year).

BACKGROUND (continued)

In FY06-07, Dallas County held two open events available for all member cities participation, one at the Irving Mall and the second, in Dallas, at the Gospel Light House Church. They also held three individual mini-mobile events for customers issued vouchers. The FY06-07 materials collected year-to-date through July is 1,597,000 pounds. Proper disposal or recycling prevents these pollutants from entering stormwater flow, filling landfills, or ending up in unauthorized dump sites, all of which can cause long term environmental damage.

Dallas citizens have dramatically increased their use of the program during this fiscal year, exceeding the previous highest number of visitors by 33%, mainly due to increased public awareness campaigns included in waste diversions initiatives sponsored by the Sanitation Services department. Projections for the next fiscal year estimate an increase in Dallas's contribution to the County program of only 1.6% more than current year funding. This modest increase, despite significant growth in participation, results from declining disposal costs for the HHW Network, principally due to economies of scale and bulking of waste paint for re-use. County staff expects costs for optional extensions to the FY07-08 agreement to rise at a rate of about 5% per year, depending upon participation.

Expenditures for the HHW program have been reimbursed from Stormwater Drainage Management funds since the program was first implemented.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized renewal of the Interlocal Agreement with Dallas County for FY04-05 on September 22, 2004, by Resolution No. 04-2813.

Authorized renewal of the Interlocal Agreement with Dallas County for FY03-04 on September 24, 2003, by Resolution No. 03-2595.

Authorized renewal of the Interlocal Agreement with Dallas County for FY02-03 on September 30, 2002, by Resolution No. 02-2822.

Authorized renewal of the Interlocal Agreement with Dallas County for FY01-02 on September 26, 2001, by Resolution No. 01-2859.

Authorized renewal of the Interlocal Agreement with Dallas County for FY00-01 on September 27, 2000, by Resolution No. 00-2996.

Authorized renewal of the Interlocal Agreement with Dallas County for FY99-00 on October 13, 1999, by Resolution No. 99-3326.

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

Authorized an amendment to the Interlocal Agreement with Dallas County for FY99-00 on August 23, 2000, by Resolution No. 00-2629.

Authorized renewal of the Interlocal Agreement with Dallas County for FY98-99 on October 28, 1998, by Resolution No. 98-3136.

Authorized renewal of the Interlocal Agreement with Dallas County for FY97-98 on October 22, 1997, by Resolution No. 97-3474.

Authorized renewal of the Interlocal Agreement with Dallas County for FY96-97 on October 9, 1996, by Resolution No. 96-3264.

Authorized renewal of the Interlocal Agreement with Dallas County for FY95-96 on October 11, 1995, by Resolution No. 95-3402.

Authorized first HHW Interlocal Agreement established with Dallas County on August 24,1994, by Resolution No. 94-3064.

FISCAL INFORMATION

Current Funds - $3,726,069.00 (to be reimbursed from Stormwater Drainage Management Funds) (subject to annual appropriations)

WHEREAS, EPA stormwater discharge regulations call for appropriate activities to facilitate the proper management and disposal of hazardous waste from households; and

WHEREAS, the City of Dallas's Toxic Materials Program is designed around a regional Household Hazardous Waste (HHW) collection program, operated by Dallas County; and

WHEREAS, on August 24,1994, Council Resolution 93-3064 first authorized an Interlocal Agreement with Dallas County to undertake a variety of activities necessary to coordinate planning and implementation of an HHW collection system which has been renewed every year since then; and

WHEREAS, it is now desirable to enter into a new interlocal agreement with Dallas County, to replace the expiring agreement, to address costs associated with collection and disposal of HHW originating in the City of Dallas, for a sixty-month period in an amount not to exceed $3,726,069, appropriating FY07-08 funding amount of $603,191 and subsuquent extensions of contract, subject to annual appropriations; and

WHEREAS, Dallas County is willing to enter this interlocal agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code for FY07-08.

Now, Therefore,

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

Section 1. The City Manager is hereby authorized to enter into a twelve month Interlocal Agreement with Dallas County for participation in the Dallas Area Household Hazardous Waste (HHW) Network collection program for the period from October 1, 2007, to September 30, 2008, with options to extend agreement for four (4) additional twelve-month periods.

Section 2. That the City Controller's Office is hereby authorized to disburse funds to Dallas County for a twelve month Interlocal Agreement for participation in the Dallas Area Household Hazardous Waste (HHW) Network collection program for the period from October 1, 2007, to September 30, 2008, with options to extend agreement for four (4) additional twelve-month periods in an amount not to exceed $603,191 in FY07-08 from Fund 0001, Agency SAN, Unit 3598, Object Code 3099, Encumbrance # SAN359808A001, Vendor # 014003-B, and $665,498 during FY08-09, and $735,903 during FY09-10, and $815,583 during FY10-11, and $905,894 during FY11-12, which are eligible to be reimbursed by Stormwater Drainage Management Funds, subject to annual appropriations for each fiscal year.

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

AGENDA ITEM # 38

KEY FOCUS AREA: A Cleaner, Healthier City Environment

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): Outside City Limits

DEPARTMENT: Water Utilities

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 2 T

SUBJECT

Authorize Supplemental Agreement No. 3 to the professional services contract with Camp Dresser & McKee, Inc. to provide additional engineering design and construction phase services for the necessary miscellaneous ozone system improvements that are required to complete the ozone system rehabilitation at the Elm Fork Water Treatment Plant - $194,620, from $7,139,552 to $7,334,172 - Financing: Water Utilities Capital Improvement Funds

BACKGROUND

The Elm Fork Water Treatment Plant (EFWTP) currently produces 310 million gallons of drinking water per day using ozone disinfection. Ozone disinfection has been in service at the EFWTP since 1993. The original ozone generators failed and were replaced in 2003 as part of an emergency contract. At that time, it was known that additional improvements to the ozone system equipment at the EFWTP were necessary in order to reliably disinfect and optimize the peak production capacity of the treatment plant. New enhancements to the ozone system equipment are necessary to effectively operate the plant. The enhancement would also produce ozone at more efficient, higher concentrations.

This Supplemental Agreement will provide for the engineering design services necessary to complete and fully implement the improvements to the EFWTP Ozone Facility that were initiated by the emergency purchase of replacement ozone generating units. The proposed ozone rehabilitation work at the EFWTP will assist Dallas Water Utilities in continued compliance with regulatory requirements related to surface water treatment.

The estimated construction cost associated with this design project is $1,332,000.00.

ESTIMATED SCHEDULE OF PROJECT

Began Project	October 1999
Complete Project	November 2008

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council authorized Contract No. 99-173E, to provide engineering services for the ozone facility at the East Side Water Treatment Plant, with Camp Dresser & McKee, Inc. on August 11, 1999 by Resolution No. 99-2260.

Council authorized Supplemental Agreement No. 1, for additional engineering design improvements and construction services for the ozone disinfection facilities at the Bachman Water Treatment Plant, East Side Water Treatment Plant, and the Abrams Ground Storage Reservoir, on March 27, 2002 by Resolution No. 02-1047.

Council authorized Supplemental Agreement No. 2, for additional engineering design and construction services for the replacement of the existing ozone disinfection system equipment and the capacity related improvements at the Elm Fork Water Treatment Plant, on August 24, 2005 by Resolution No. 05-2426.

FISCAL INFORMATION

$194,620.00 - Water Utilities Capital Improvement Funds

M/WBE INFORMATION

Attached

ETHNIC COMPOSITION

Camp Dresser & McKee, Inc.

Hispanic female	0	Hispanic male	4
Black female	5	Black male	4
Other female	1	Other male	16
White female	13	White male	37

OWNER

Camp Dresser & McKee, Inc.

Richard D. Fox, President

MAP

Attached

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 3 to the professional services contract with Camp Dresser & McKee, Inc. to provide additional engineering design and construction phase services for the necessary miscellaneous ozone system improvements that are required to complete the ozone system rehabilitation at the Elm Fork Water Treatment Plant - $194,620, from $7,139,552 to $7,334,172 - Financing: Water Utilities Capital Improvement Funds

Camp Dresser & McKee, Inc. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use the following sub-contractors.
PROJECT CATEGORY: Architecture & Engineering

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	Amount	Percent
Local contracts	$194,620.00	100.00%
Non-local contracts	$0.00	0.00%
TOTAL THIS ACTION	$194,620.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION THIS ACTION

Local Contractors / Sub-Contractors

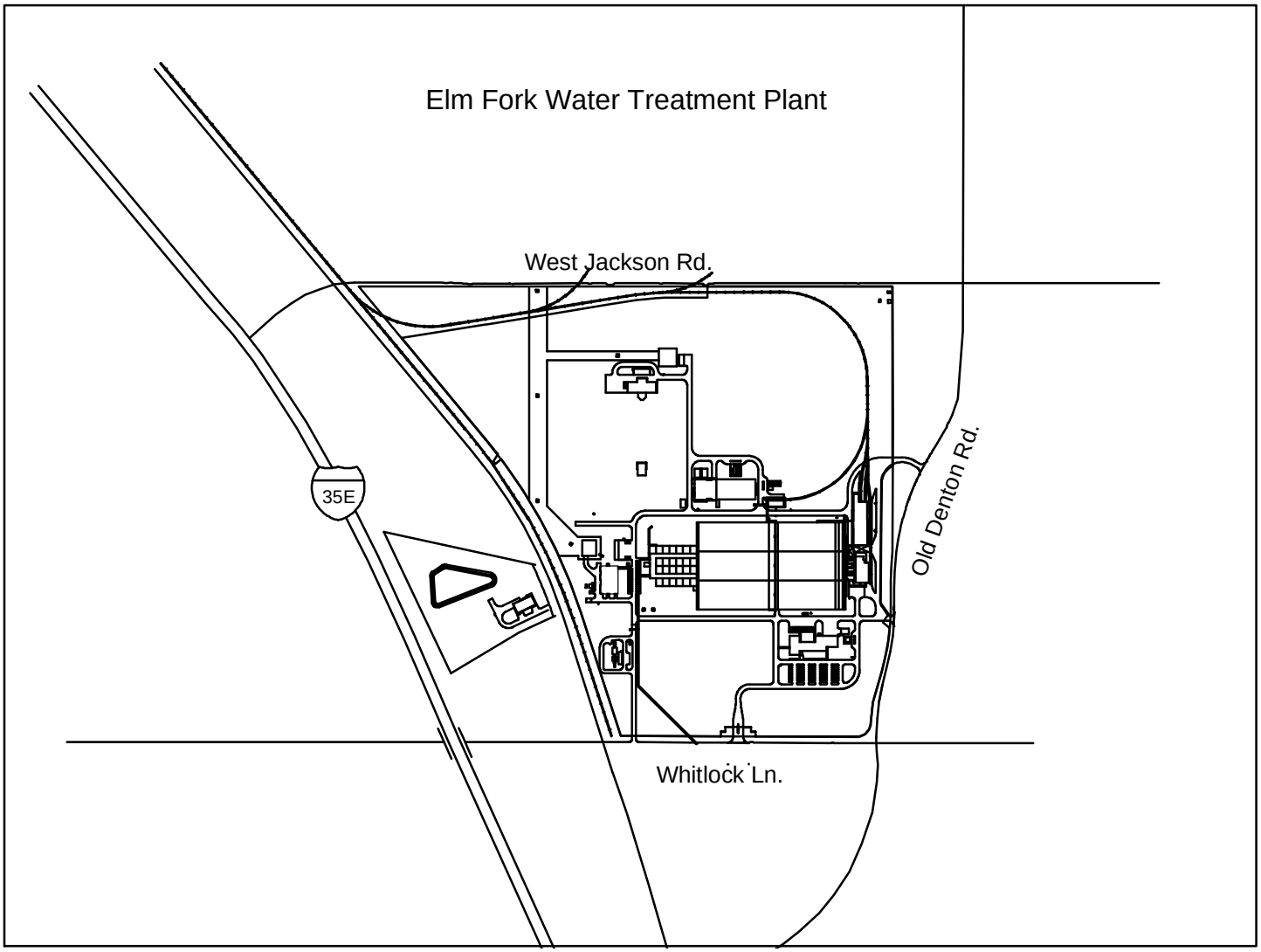
None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	Amount	Percent	Amount	Percent
African American	$0.00	0.00%	$43,757.00	0.60%
Hispanic American	$0.00	0.00%	$342,420.00	4.67%
Asian American	$0.00	0.00%	$1,676,296.00	22.86%
Native American	$0.00	0.00%	$0.00	0.00%
WBE	$0.00	0.00%	$185,030.00	2.52%
Total	$0.00	0.00%	$2,247,503.00	30.64%



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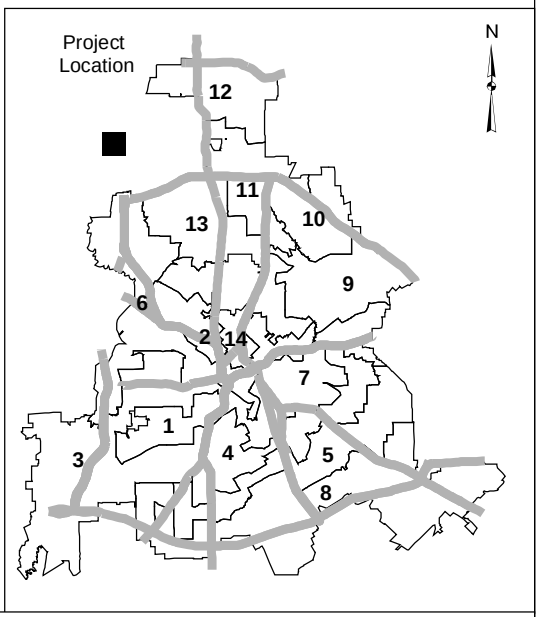
Council District: Outside City Limits



Dallas Water Utilities

Contract No. 99-173E
Supplemental Agreement No. 3
Elm Fork Water Treatment Plant
Ozone Facility

D1706 1

October 10, 2007

WHEREAS, on August 11, 1999, the City Council awarded Contract No. 99-173E, in the amount of $4,297,734.00, by Resolution No. 99-2260, to Camp Dresser & McKee, Inc., 8140 Walnut Hill Lane, Suite 1000, Dallas, Texas 75231, for engineering services for the design of the East Side Water Treatment Plant ozone facilities; and,

WHEREAS, on March 27, 2002, the City Council awarded Supplemental Agreement No. 1, in the amount of $2,179,318.00, by Resolution No. 02-1047, for engineering services for the design of the ozone facilities at the Bachman Water Treatment Plant, East Side Water Treatment Plant, and the Abrams Ground Storage Reservoir; and,

WHEREAS, on August 24, 2005, the City Council awarded Supplemental Agreement No. 2, in the amount of $662,500.00, by Resolution No. 05-2426, for engineering design and construction services for the replacement of existing ozone disinfection system equipment at the Elm Fork Water Treatment Plant; and,

WHEREAS, additional professional services are needed to provide engineering design and construction phase services for the necessary miscellaneous ozone system improvements that are required to complete the ozone system rehabilitation at the Elm Fork Water Treatment Plant; and,

WHEREAS, Camp Dresser & McKee, Inc. has submitted an acceptable proposal to provide these engineering services; and,

WHEREAS, the Water Utilities Department recommends that Contract No. 99-173E be increased by $194,620.00, from $7,139,552.00 to $7,334,172.00; **Now, Therefore,**

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

Section 1. That the proposed Supplemental Agreement No. 3 be accepted and that Contract No. 99-173E with Camp Dresser & McKee, Inc., be revised accordingly.

Section 2. That the City Controller be and is hereby authorized to pay the amount of $194,620.00 from the Water Capital Improvement Fund as follows:

FUND	DEPT	UNIT	ACT	OBJ	PRO	REP	ENCUMBRANCE	VENDOR
0115	DWU	PW31	WTPF	4111	799173	WU72	CTDWU799173CP	089614

Camp Dresser & McKee, Inc. - (Contract No. 99-173E) - $194,620.00

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.

DISTRIBUTION: Water-Administration, 4AN, Cheryl Glenn
Water-Contracts, 2121 Main Street, Suite 400, Karen Harbin
Water-Accounting, 5AN, Esther Darden
Office of Financial Services, 4FN, Jeanne Chipperfield

AGENDA ITEM # 40

KEY FOCUS AREA:	Economic Vibrancy
AGENDA DATE:	October 10, 2007
COUNCIL DISTRICT(S):	2, 14
DEPARTMENT:	Office of Financial Services Office of Economic Development
CMO:	Dave Cook, 670-7804 A. C. Gonzalez, 671-8925
MAPSCO:	N/A

SUBJECT

Authorize **(1)** the issuance and sale of up to $30,000,000 in Downtown Dallas Development Authority Contract Tax Increment Revenue Bonds for the Mercantile project improvements; **(2)** approval of the Preliminary Official Statement and Bond Resolution; and **(3)** enacting other provisions in connection therewith - Financing: This action has no cost consideration to the City **(To be considered before 12:00 noon)**

BACKGROUND

On August 26, 2005, the Downtown Connection TIF District Board of Directors approved a proposal for the sale of the bonds by the Downtown Dallas Development Authority (DDDA). The approved proposal included two bond sales, one in 2006 and a second sale in 2007. This bond sale represents the second sale by the DDDA.

The Downtown Connection TIF District represents an important opportunity to fund key downtown development projects. In addition, the Downtown Connection TIF District is a mechanism to increase the focus on downtown.

The Downtown Connection TIF District Final Project Plan and Reinvestment Zone Financing Plan covers the 30-year period of the District and details the catalyst project expenditures. The District may terminate before December 30, 2035, or upon the completion of all designated TIF District projects and retirement of any debt obligations of the TIF of the City's local government corporation. The Downtown Connection TIF District Project and Financing Plan (the "Plan") states that the City of Dallas will participate at a rate equal to approximately 90% of incremental value during the thirty-year term of the TIF or until the budget of $189,807,592 (net present value) is reached. It is projected that the City of Dallas will contribute approximately $171,450,158 in tax increment revenues to the Downtown Connection TIF District (in 2006 dollars).

BACKGROUND (continued)

Dallas County has agreed to participate in the Downtown Connection TIF District, and to contribute tax increment at a rate equal to 55% during a twenty-year term under the County's TIF policy. It is projected that the County will contribute approximately $18,477,037 (in 2006 dollars) to the Downtown Connection TIF District.

The reinvestment zone financing plan for the Downtown Connection TIF District consists of a program of various projects, under the authority of the TIF Act, which is intended to stimulate private investment and leasing demand that would not otherwise occur. The $66 million in project costs, include $43.7 million of bonds sold in March 2006. The Downtown Dallas Development Authority Contract Tax Increment Revenue Bonds will be used for the following improvements:

- $58M Mercantile project
- $2.5M Continental
- $3.0M Affordable Housing
- $2.5M Retail/Streetscape (in accordance with the first supplemental agreement as approved by the Downtown Dallas Development Authority on September 13, 2007.

The potential projects would include:

Catalyst Projects:
Environmental remediation, demolition, historic façade restoration, street and utility improvements and streetscape improvements, acquisition, and non project costs, including, but not limited to, machinery, equipment, materials and supplies.

The City's co-financial advisors recommend that the sale of the bonds be done on a negotiated basis. The City utilizes two syndicate teams, Team A and Team B, rotating the negotiated issues between the two teams. Team B is assigned to this bond sale. The members of Team B that will be participating in the bond sale are as follows: JP Morgan - Co-Senior, Siebert Brandford Shank & Co., LLC (MWBE) - Co-Senior, Morgan Stanley, Goldman, Sachs & Co., Lehman Brothers, RBC Dain Rauscher, SWS Securities, Walton Johnson (MWBE).

ESTIMATED SCHEDULE OF PROJECT

Authorized preparation for issuance of bonds	September 12, 2007
Council approval of sale of DDDA Bonds	October 10, 2007
DDDA execution the Bond Purchase Agreement	October 10, 2007
Delivery of Proceeds	November 15, 2007

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 8, 2005, City Council established the Downtown Connection TIF District in accordance with the Tax Increment Financing Act as amended, to promote development and redevelopment in the downtown area through use of tax increment financing by Ordinance No. 26020, and authorized the adoption of the Bylaws for Tax Increment Financing Reinvestment Zone Number Eleven (Downtown Connection TIF District) by Resolution No. 05-1779.

On August 26, 2005, the Downtown Connection TIF District Board of Directors approved a proposal for the sale of the bonds by the Downtown Dallas Development Authority (DDDA) to fund some of the remaining infrastructure requirements of the District.

On August 29, 2005, City Council approved the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Financing Reinvestment Zone Number Eleven (Downtown Connection TIF District) by Ordinance No. 26096.

On August 29, 2005, City Council authorized a participation agreement with Dallas County for the Downtown Connection TIF District by Resolution No. 05-2544.

On October 5, 2005, the Downtown Connection TIF District Board of Directors approved an amendment to Ordinance No. 26020, creating the Downtown Connection TIF District Zone, to allow for commercial tax abatements pursuant to Chapter 312 to be granted prior to the issuance of any debt obligation.

On January 23, 2006, the Finance, Audit and Accountability Committee was briefed on the preparations for the sale of the Downtown Connection TIF District Bonds for the renovations of the Mercantile Block.

On February 9, 2006, the Downtown Dallas Development Authority Board voted to recommend approval of the bond sale structure to the City Council.

On February 13, 2006, the Finance, Audit and Accountability Committee was briefed on the Downtown Connection TIF Bond Issuance.

On February 22, 2006, the City Council authorized preparation of plans to issue $51,000,000 Downtown Dallas Development Authority Tax Increment Contract Revenue Bonds, Series 2006 by Resolution No. 06-0657.

On March 8, 2006, the City Council approved the issuance and sale of $50,605,343 Downtown Dallas Development Authority Tax Increment Contract Revenue Bonds, Series 2006 by Resolution No. 06-0873.

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

On September 12, 2006, the City Council authorized preparation of plans to issue up to $33,000,000 of Downtown Dallas Development Authority Tax Increment Contract Revenue Bonds, Series 2007 by Resolution No. 07-2608.

FISCAL INFORMATION

This action has no cost consideration to the City.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT

NEW ISSUE - Book-Entry-Only **Dated _____**

Ratings:
See "OTHER INFORMATION-Ratings" and "

In the opinion of Co-Bond Counsel, as of the date of issuance of the Bonds, the Bonds are **not** obligations described in section 103(a) of the Internal Revenue Code of 1986. See "CERTAIN FEDERAL INCOME TAX CONSIDERATIONS–" herein.

$28,628,541.00*
DOWNTOWN DALLAS DEVELOPMENT AUTHORITY
(A not-for-profit local government corporation acting on behalf of the City of Dallas, Texas)
Tax Increment Contract Revenue Bonds, Taxable Series 2007

Dated: October 1, 2007 **Due: August 15, as shown below**

The above-captioned bonds (the "Bonds") will be issued as capital appreciation bonds, upon which interest shall compound and be payable only at maturity (the “Capital Appreciation Bonds”) and current interest bonds that pay interest on the dates hereafter described (the “Current Interest Bonds”). Interest on the Current Interest Bonds will accrue from their date of initial delivery, and will be payable on February 15, 2008, and on each August 15 and February 15 thereafter until maturity or prior redemption. Interest on the Bonds will accrete from their date of initial delivery and will compound on February 15 and August 15, commencing February 15, 2008, and will be payable only at the earlier of maturity or redemption (see Accreted Value Table - Schedule I). Interest on the Bonds will be calculated on the basis of a 360-day year of twelve 30-day months. The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of $5,000 in Maturity Amount or principal amount, as applicable, or integral multiples thereof. No physical delivery of the Bonds will be made to the owners thereof. Principal of, premium, if any, and interest on the Bonds will be payable by the Paying Agent, initially U.S. Bank National Association, which will make distribution of the amounts paid to the beneficial owners of the Bonds. See "THE BONDS - Book-Entry-Only System" herein.

The Bonds are being issued pursuant to a resolution adopted by the Board of Directors of the Downtown Dallas Development Authority (the "Issuer") authorizing the issuance of the Bonds, and an Indenture of Trust, dated as of March 1, 2006 (the "Indenture"), by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are payable solely from the "Pledged Revenues" as hereinafter defined. The Bonds constitute “Additional Parity Bonds” as defined in the Indenture. The Bonds are being issued in part to provide monies to fund a grant under authority of the "TIF Act" (hereinafter defined) to FC Merc Complex, L.P., a Texas limited partnership ("FC Merc"), to reimburse FC Merc for certain costs incurred by FC Merc in connection with improvements to be constructed within the boundaries of the "Zone", as hereinafter defined. See "THE DEVELOPMENT AGREEMENT" herein.

The Issuer was established by the City of Dallas, Texas (the "City"), under the provisions of Chapter 431, Texas Transportation Code, and the general laws of the State of Texas to aid, assist, and act on behalf of the City in the performance of the City’s governmental functions and to provide a means of financing certain project costs in connection with Tax Increment Reinvestment Zone Number Eleven, City of Dallas, Texas (the "Zone"). The Zone was created in 2005 by the City pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (the "TIF Act") to facilitate development of the land within the boundaries of the Zone, located entirely within the City and Dallas County, Texas (the "County").

The City and the County each have agreed to deposit to the Tax Increment Fund established for the Zone (the "Tax Increment Fund") certain portions of tax collections arising from their respective taxation of the increase, if any, in the appraised value of real property located in the Zone (the "Tax Increments"), through the earlier of December 31, 2025, in the case of the County, December 31, 2035, in the case of the City, or the date on which outstanding obligations payable from the Dedicated Tax Increments are paid. The City has entered into an interlocal agreement with the County, which sets forth, among other things, the agreement of the County to pay to the Issuer the Tax Increments (such Tax Increments of the City and the County, exclusive of the Continental Building Tax Increment hereinafter defined, being the "Contract Tax Increments"). See "AD VALOREM TAXATION AS IT PERTAINS TO PARTICIPATING TAXING UNITS – Taxing Units". The Bonds, together with the previously outstanding Tax Increment Contract Revenue Bonds, are payable solely from the Contract Tax Increments and certain other funds on deposit with the Trustee or which may be deposited with the Trustee in the future together with earnings and investments thereon (collectively, the "Pledged Revenues"), which may include grant payments that may be made to the Issuer by the City pursuant to the terms of a Tri-Party Agreement among the City, the Zone and the Issuer, effective as of March 8, 2006. See "SECURITY AND SOURCE OF PAYMENT" and "THE TRI-PARTY AGREEMENT" herein.

J.P. MORGAN **SIEBERT BRANDFORD SHANK & CO., LLC**

RBC DAIN RAUSCHER **SOUTHWEST SECURITIES** **WALTON JOHNSON & CO.**

LEHMAN BROTHERS **GOLDMAN, SACHS & CO.** **MORGAN STANLEY**

* Preliminary, subject to change.

THE BONDS ARE LIMITED OBLIGATIONS SOLELY OF THE ISSUER AND ARE NOT OBLIGATIONS OF THE CITY AND DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR GENERAL TAXING POWERS OF THE CITY. THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS. FURTHERMORE, THE BONDS ARE NOT OBLIGATIONS OF THE COUNTY, THE STATE OF TEXAS OR ANY ENTITY OTHER THAN THE ISSUER. THE ISSUER IS NOT OBLIGATED TO MAKE PAYMENTS ON THE BONDS FROM TAXES OR ANY MONEYS OTHER THAN THE PLEDGED REVENUES. THE ISSUER HAS NO TAXING POWER**.**

THE PURCHASE AND OWNERSHIP OF THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS AND ALL PROSPECTIVE PURCHASERS ARE URGED TO EXAMINE CAREFULLY THIS ENTIRE OFFICIAL STATEMENT WITH RESPECT TO THE INVESTMENT SECURITY OF THE BONDS, PARTICULARLY THE SECTION CAPTIONED "RISK FACTORS". THE BONDS SHOULD BE CONSIDERED SPECULATIVE INVESTMENTS.

The Issuer reserves the right, at its option, to redeem Bonds prior to their scheduled maturities. (See "THE BONDS - Redemption of Bonds").

MATURITY SCHEDULE* **Cusip Prefix: 261149**
ISIN Prefix: US 261149

Amount	Maturity (August 15)	Initial Reoffering Yield	Maturity Value	Cusip Suffix	ISIN Suffix	Amount	Maturity (August 15)	Initial Reoffering Yield	Maturity Value	ISIN Suffix	Cusip Suffix
	2012						2025				
	2013						2026				
	2014						2027				
	2015						2028				
	2016						2029				
	2017						2030				
	2018						2031				
	2019						2032				
	2020						2033				
	2021						2034				
	2022						2035				
	2023						2036				
	2024										

(1) CUSIP and ISIN are registered trademarks of the American Bankers Association. CUSIP and ISIN numbers herein are provided by Standard and Poor's CUSIP Service Bureau, a Division of The McGraw-Hill Companies, Inc. These data are not intended to create a database and do not serve in any way as a substitute for the CUSIP and ISIN Services.

The Bonds are offered for delivery when, as and if issued and accepted by the Underwriters, subject, among other things, to the approval of the initial Bonds by the Attorney General of the State of Texas and the approving opinion of McCall, Parkhurst & Horton L.L.P., Dallas, Texas and Escamilla & Poneck, Inc., Dallas, Texas, Co-Bond Counsel. The legal opinion of Co-Bond Counsel will accompany the Bonds delivered to The Depository Trust Company ("DTC") (see Appendix E, "Form of Co-Bond Counsel Opinion"). Certain legal matters will be passed upon for the City and the Issuer by the Dallas City Attorney, and for the Underwriters by their co-counsel, Locke Liddell & Sapp PLLC (or its successor), Dallas, Texas and Adorno Yoss White & Wiggins, LLP., Dallas, Texas.

It is expected that the Bonds will be available for delivery through DTC in New York, New York and through Euroclear System and Clearstream in Luxembourg in Europe as appropriate on or about November 7, 2007.

* Preliminary, subject to change.

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), this document constitutes an official Statement of the Issuer with respect to the bonds that has or will be "deemed final" by the Issuer as of its date except for the omission of no more than the information permitted by the Rule.

IN CONNECTION WITH THIS OFFERING THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. ANY SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Issuer.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, financing documents, resolutions, contracts and other related reports referenced or described in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from the Issuer or from First Southwest Company, 325 N. St. Paul, Suite 800, Dallas, Texas 75201.

Neither the Issuer nor the Underwriters makes any representation as to the accuracy, completeness, or adequacy of the information supplied by The Depository Trust Company for use in this Official Statement. CUSIP numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the owners of the Bonds. Neither the Issuer nor the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers shown on the inside cover pages.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or other matters described herein since the date hereof. If, after the date of award of the sale of the Bonds to the Underwriters to and including the date which is 90 days from the "end of the underwriting period" (as defined in Securities Exchange Commission Rule 15c2-12), any event shall occur of which the Issuer has knowledge and as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a prospective purchaser, not misleading, the Issuer will promptly notify the Underwriters of the occurrence of such event and will cooperate in the preparation of a revised Official Statement, or amendments or supplements thereto, so that the statements in the Official Statement, as revised, amended or supplemented, will not, in light of the circumstances when such Official Statement is delivered to a prospective purchaser, be misleading. The Issuer assumes no responsibility for supplementing the Official Statement thereafter except as described herein under the caption "CONTINUING DISCLOSURE OF INFORMATION."

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

INVESTMENT IN THE BONDS IS SUBJECT TO SPECIAL RISK FACTORS. See "RISK FACTORS" herein.

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The cover page hereof, this page, the appendices included herein a any addenda, supplement or amendment hereto, are part of the Official Statement.

DOWNTOWN DALLAS DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

Name	[1]Term Expires	Appointed by
Myron Mims	8/31/2007	City
Larry Good	8/31/2007	City
Dan Blizzard	8/31/2007	City
John Zogg	8/31/2007	City
Shelle Bagot Sills	8/31/2007	City

One vacancy exists on the Board

DOWNTOWN CONNECTION TIF DISTRICT BOARD OF DIRECTORS

Name	[1]Term Expires	Appointed by
Myron Mims	8/31/2007	City
Larry Good	8/31/2007	City
Dan Blizzard	8/31/2007	City
John Zogg	8/31/2007	City
Shelle Bagot Sills	8/31/2007	City
Hollis Brasher	8/31/2007	State Senator
Dan Savage	8/31/2007	Dallas County

One State Representative appointed vacancy exists on the Board
One vacancy exists on the Board

(1) All City appointees will be in "holdover" status beginning 8/31/2007. Reapplication/application of Board members will take place fall/winter 2007.

CITY OFFICIALS, STAFF AND CONSULTANTS

City Council	Term Expires	Length of Service as of October 1, 2007	Occupation
Tom Leppert Mayor - Place 15 (At Large)	June, 2011	4 Months	Construction (Former Chairman and CEO)
Dr. Elba Garcia Councilmember - Place 1	June, 2009	6 Years, 4 Months	Dentist
Pauline Medrano Councilmember - Place 2	June, 2009	2 Years, 4 Months	Civic Leader
Dave Neumann Councilmember - Place 3	June, 2009	4 Months	Small Business Owner
Dwaine Caraway Councilmember - Place 4	June, 2009	4 Months	Civic Leader
Vonciel Jones Hill Councilmember - Place 5	June, 2009	4 Months	Attorney
Steve Salazar Councilmember - Place 6	June, 2009	4 Years, 4 Months	Attorney
Carolyn Davis Councilmember - Place 7	June, 2009	4 Months	Civic Leader
Tennell Atkins Councilmember - Place 8	June, 2009	4 Months	Entrepreneur
Sheffield Kadane Jr. Councilmember - Place 9	June, 2009	4 Months	Investor and Real Estate Broker
Jerry Allen Councilmember - Place 10	June, 2009	4 Months	Banker
Linda Koop Councilmember - Place 11	June, 2009	2 Years, 4 Months	Civic Leader
Ron Natinsky Councilmember - Place 12	June, 2009	2 Years, 4 Months	Businessman and Entrepreneur
Mitchell Rasansky Councilmember - Place 13	June, 2009	6 Years, 4 Months	Banking and Real Estate Investor
Angela Hunt Councilmember - Place 14	June, 2009	2 Years, 4 Months	Attorney

SELECTED ADMINISTRATIVE STAFF

Name	Position	Length of Time in This Position as of October 1, 2007	Tenure with City of Dallas as of October 1, 2007
Mary K. Suhm	City Manager	2 Years, 4 Months	29 Years, 4 Months
Ryan S. Evans	First Assistant City Manager	1 Year	21 Years, 5 Months
Ramon F. Miguez	Assistant City Manager	12 Years, 1 Month	18 Years, 2 Month
Charles W. Daniels	Assistant City Manager	8 Years, 8 Months	8 Years, 8 Months
A.C. Gonzalez	Assistant City Manager	1 Year	7 Years, 11 Months
Jill A. Jordan	Assistant City Manager	8 Years, 7 Months	16 Years
David K. Cook	Chief Financial Officer	6 Years, 11 Months	25 Years, 9 Months
Thomas P. Perkins, Jr.	City Attorney	2 Years, 4 Months	8 Years, 3 Months
Deborah Watkins	City Secretary	1 Year, 7 Months	34 Years, 5 Months
Craig Kinton	City Auditor	1 Year	1 Year

CONSULTANTS AND ADVISORS

Auditors ..... KPMG LLP
Dallas, Texas

Hopkins & Associates.
Dallas, Texas

Logan & Associates, P.C.
Dallas, Texas

Marilou Martinez Stevens, CPA & Associates, P.C.
Dallas, Texas

Co-Bond Counsel ..... McCall, Parkhurst & Horton L.L.P.
Dallas, Texas

Escamilla & Poneck, Inc.
Dallas, Texas

Co-Financial Advisors ..... First Southwest Company
Dallas, Texas

Estrada Hinojosa & Company, Inc.
Dallas, Texas

For additional information regarding the City, please contact:

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City of Dallas
1500 Marilla Street, 4FN
Dallas, Texas 75201
(214) 670-3659

or

Mr. Wayne Placide
Mr. Steve Johnson
First Southwest Company
325 N. St. Paul, Suite 800
Dallas, Texas 75201
(214) 953-4000

or

Mr. Noe Hinojosa, Jr.
Mr. U.S. Williams
Estrada Hinojosa & Company, Inc.
1717 Main Street, 47th Floor
Dallas, Texas 75201
(214) 658-1670

OFFICIAL STATEMENT

Relating to

$28,628,541.00*

DOWNTOWN DALLAS DEVELOPMENT AUTHORITY
Tax Increment Contract Revenue Bonds, Taxable Series 2007

INTRODUCTION

This Official Statement provides certain information in connection with the issuance by the Downtown Dallas Development Authority (the "Issuer") of its Tax Increment Contract Revenue Bonds, Taxable Series 2007 (the "Bonds").

The Bonds are issued pursuant to the Texas Constitution, the general laws of the State of Texas, and separate resolutions authorizing the issuance of the Bonds (collectively, the "Bond Resolution") adopted by the Board of Directors of the Issuer (the "Board"), and an Indenture of Trust, dated as of March 1, 2006 (the "Indenture"), by and between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"). The Bonds are "Tax Increment Contract Revenue Bonds", as such term is defined in the Indenture, and are "Tax Increment Contract Revenue Obligations", as such term is defined in the Indenture. The Bonds are the second series of Tax Increment Contract Revenue Bonds issued pursuant to the Indenture. Other than the Bonds and the outstanding Tax Incremental Contract Revenue Bonds, there are no other Tax Increment Contract Revenue Obligations outstanding.

There follows in this Official Statement descriptions of the Bonds, the Bond Resolution, the Indenture, certain other information about the Issuer, Tax Increment Reinvestment Zone Number Eleven, City of Dallas, Texas ("Reinvestment Zone Eleven" or the "Zone"), the current and proposed future development of Reinvestment Zone Eleven, FC Merc Complex, L.P., a Texas limited partnership (referred to herein as both "FC Merc" and as the "Developer"), and certain agreements among the City of Dallas, Texas (the "City"), the Issuer, Reinvestment Zone Eleven, the Developer and the Participants (as hereinafter defined). All capitalized terms used herein which are not defined in the text of this Official Statement shall have the meanings set forth in the Bond Resolution (see APPENDIX A) or the Indenture (see APPENDIX B), except as otherwise indicated herein. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the Co-Financial Advisors to the Issuer, First Southwest Company (214) 953-4000 and Estrada Hinojosa & Company, Inc. (214) 658-1670.

ESTIMATED SOURCES AND USES OF FUNDS

	2007 Taxable Bonds
Sources of Funds	
Principal Amount of the Taxable Bonds	$ -
Total Sources of Funds	**$** -
Uses of Funds	
Deposit to the Project Fund	$ -
Deposit to Debt Service Reserve Fund (DSRF)	-
Deposit to Capitalized Interest Fund	-
Costs of Issuance**	-
Total Uses of Funds	**$** -

* Preliminary, subject to change.

**Preliminary cost of issuance includes underwriter's discount, insurance, bond counsel, financial advisory and other Related transaction fees.

SECURITY AND SOURCE OF PAYMENT

SECURITY FOR THE BONDS

The Bonds are limited obligations of the Issuer payable, together with the previously issued Tax Increment Contract Revenue Bonds, solely from (i) the Contract Tax Increment (as hereinafter defined), as calculated, with respect to the City, in accordance with the terms of the Creation Ordinance (as herein defined), and with respect to the County, in accordance with terms of the Interlocal Agreement between the City and the County, and deposited into the revenue fund established with the Trustee (the "Pledged Revenue Fund"), (ii) other moneys deposited or required to be deposited to the various funds held under the Indenture and (iii) the earnings and investments thereon (collectively, the "Pledged Revenues") and are not obligations of the City, the County, the State of Texas, or any entity other than the Issuer. The Issuer is not obligated to pay principal of and interest on the Bonds from any moneys of the Issuer other than the Pledged Revenues. See "—The Participants and Tax Increment" and "—Contract Tax Increment" below, "THE DEVELOPMENT AGREEMENT" and "THE TRI-PARTY AGREEMENT." The Issuer has no taxing powers.

In addition, the City has approved and established an economic development program with respect to activities within the Zone, and to that end the parties have agreed in the Tri-Party Agreement that in order to finance the improvements within the Zone and to effect the implementation of the Project and Financing Plan for the Zone (also referred to herein as the "Plan"), the City Council may consider making advances or loans from its general fund to the Tax Increment Fund. To the extent such advances or loans are to be secured by a pledge of ad valorem taxes, such funds shall be subject to annual appropriation by the City Council. Advances or loans will be restricted to the payment of Project Costs, including the payment of debt service on any Bonds issued by the Issuer to finance Project Costs, and the funding of any necessary reserve fund or capitalized interest accounts and the payment of the costs of issuance of Bonds. The City is under no obligation to either make advances or loans to the Issuer or to make appropriations on an annual basis to make any advances or loans to the Issuer. Any advances or loans so made by the City to the Issuer shall become Pledged Revenues and shall be subject to the lien granted under the Indenture to Pledged Revenues in securing debt service payments on the previously issued Tax Increment Contract Revenue Bonds, the Bonds, any Additional Parity Bonds and other Tax Increment Contract Revenue Obligations. To date, no such funds have been appropriated by the City to the Issuer.

THE PARTICIPANTS AND TAX INCREMENT

The City has agreed and, pursuant to a separate Interlocal Agreement between the City and the County (the City and the County each being referred to herein separately as a "Participant" and, collectively, as the "Participants"), the County has agreed to pay to the City for deposit to a special tax increment fund established by the City (the "Tax Increment Fund") certain percentages of the tax collections arising from their respective taxation of the Captured Appraised Value (as hereinafter defined) of real property located in the Zone (the "Tax Increment"). The amount of a Participant's Tax Increment for a year is calculated based on the amount of property taxes levied by the Participant for that year on the Captured Appraised Value of real property in the Zone taxable by the Participant. The "Captured Appraised Value" equals: (i) the total appraised value of the real property in Reinvestment Zone Eleven taxable by the Participant for a year less, (ii) the "Tax Increment Base", which is the adjusted total appraised value as of January 1, 2005, of all real property located within the boundaries of the Zone. In 2006, a limited number of parcels were added to, or removed from, the Zone. Table two describes the assessed valuation applicable to the Zone as well as the adjustment to the base year value.

CONTRACT TAX INCREMENT

The City has agreed in the Tri-Party Agreement to pay to the Issuer, on a monthly basis, all monies then available in the Tax Increment Fund other than the Continental Building Tax Increment (the "Contract Tax Increment"), for deposit into the Pledged Revenue Fund established by the Issuer pursuant to the Tri-Party Agreement. See "THE TRI-PARTY AGREEMENT." Pursuant to the terms of the Tri-Party Agreement and the Plan, the City is required to pay to the Issuer for deposit into the Pledged Revenue Fund all Contract Tax Increments. Under the terms of the Development Agreement, the City has agreed to dedicate any Continental Building Tax Increment toward the costs of the redevelopment of the Continental Building, which is located within the Zone, by FC Merc (see "THE DEVELOPMENT AGREEMENT"). The Continental Building Tax Increment is not a part of the Pledged Revenues and is not available to pay the Bonds. In addition, under the terms of the Development Agreement, the Issuer may be obligated to assume and pay to the Developer certain Project Costs paid or incurred by the Developer, in the event that Tax Increment Contract Revenue Bonds are not issued by December 31, 2007, to fund the balance of $23,000,000 in Project Costs (such obligation is defined as a "Development Agreement Payment Obligation"), which is a Tax Increment Contract Revenue Obligation under the terms of the Indenture.

Money in the Pledged Revenue Fund is held in trust by the Trustee and applied on each August 1 (a "Transfer Date") in the following manner and order of priority:

First, to the Debt Service Fund amounts necessary to make the amounts on deposit therein equal to the sum of (i) the

interest and Principal Installments, and premium, if any, due on the Current Interest Bonds plus (ii) all payments due on any Development Agreement Payment Obligation plus (iii) with respect to Capital Appreciation Bonds, such amounts reflecting (a) changes in Accreted Value plus (b) an amount determined by dividing the Initial Value of a Capital Appreciation Bond by its Term of Issue, all as shall be set forth in a schedule accompanying the Bond Resolution pursuant to which Capital Appreciation Bonds are issued, for the next twelve (12) month period;

Second, to the Reserve Fund amounts required to attain or maintain the Reserve Requirement;

Third, to the payment of the fees and expenses of the Trustee and Paying Agent/Registrar due and owing, for the next twelve (12) month period;

Fourth, as directed by the Issuer, to the Project Fund to pay administration expenses of TIRZ Eleven, in any event not to exceed $225,000 in any Fiscal Year, and in any event not to exceed $7,000,000; provided that immediately prior to any such transfers the deposits required or payments made by clauses *First* through *Third* above have been made or provided;

Fifth, to any fund or account created for the benefit of any Subordinate Lien Obligations issued or incurred by the Issuer; provided that immediately prior to any such transfers the deposits required by clauses *First* through *Fourth* above have been made or provided for;

Sixth, as directed by the Issuer, to the Project Fund to pay for any services, improvements or other Project Costs permitted by the Project and Financing Plan and the Act; provided that immediately prior to any such transfers the deposits required or payments made by clauses *First* through *Fifth* above have been made or provided for; and

Seventh, as directed by the Issuer, to the Project Fund to pay any costs the Issuer is obligated to pay to Forest City under the Development Agreement (in addition to any Development Agreement Payment Obligation); provided that immediately prior to any such transfers the deposits required by clauses *First* through *Sixth* above have been made or provided for.

The foregoing notwithstanding, after the deposits required by clauses *First* through *Fourth* above have been made or provided for, the Trustee may make deposits as permitted by clauses *Fifth* through *Seventh* above in accordance with written directions executed by an Authorized Representative and approved by the City, provided that no such deposits described in clauses *Fifth* through *Seventh* above may be made unless, on such Transfer Date (1) after all such deposits and transfers required by clauses *First* through *Fourth* above have been made, there shall be on deposit in the Pledged Revenue Fund moneys in excess of the Pledged Revenue Fund Balance and (2) that the amount of Contract Tax Increments collected in the twelve month period preceding such Transfer Date is no less than 1.50 times the Average Annual Debt Service on the Bonds Outstanding on such Transfer Date. The written directions provided by the Issuer shall be delivered to the Trustee on or before each July 15 next preceding a Transfer Date and such directions shall contain the calculation of Average Annual Debt Service. The Trustee is authorized to rely upon such written directions delivered to it by the Issuer.

If an Authorized Representative determines on May 15 in any year that the money available in the Pledged Revenue Fund for transfer to the Debt Service Fund, as described in clause *First* above, is not sufficient to make the deposit required by clause *First*, it is made the duty of the Issuer to request the City to find a loan or grant pursuant to the Chapter 380 Program to provide funds to the Issuer to meet the deposit requirements as described in clause *First*.

DEBT SERVICE FUND

Money in the Debt Service Fund shall be held in trust by the Trustee. The Issuer shall deposit or cause to be deposited into the Debt Service Fund accrued interest on the Tax Increment Contract Revenue Bonds, moneys designated by the Issuer as capitalized interest on the Tax Increment Contract Revenue Bonds, transfers from the Pledged Revenue Fund as provided in the Indenture, and, to the extent necessary, other Pledged Revenues in such amounts and at such times to provide that amounts necessary to pay all Tax Increment Contract Revenue Obligations when due, including specifically to pay interest and Principal Installments due on the Tax Increment Contract Revenue Bonds in the then current Fiscal Year. The Trustee shall transfer on each Interest Payment Date and each Principal Installment Payment Date to the Paying Agent/Registrar such amounts in the Debt Service Fund to pay Principal Installments and interest on the Tax Increment Contract Revenue Bonds as the same becomes due. In addition, the Trustee shall transfer to the Issuer, on the dates and in the amounts as directed in writing by an Authorized Representative of the Issuer, such amounts as are necessary for the Issuer to pay the payment obligations under the terms of the Development Agreement Payment Obligation, when due.

RESERVE FUND

Pursuant to the Indenture, the Issuer is required to maintain an amount equal to the Maximum Annual Debt Service; provided, that in any event the Reserve Requirement shall be the lesser of (A) 1.25 times the Average Annual Debt Service, (B) Maximum Annual Debt Service or (C) ten percent (10%) of the stated principal amount of the Bonds or 10% of the issue price of the Bonds if the Bonds are issued with more than a *de minimis* amount of original issue discount (the "Reserve Requirement") in the Reserve Fund created under the Indenture as additional security for the Bonds and any Additional Parity Bonds. The Reserve Requirement shall be recomputed annually and after the issuance of any series of Additional Parity Bonds. See "APPENDIX B—THE INDENTURE".

PROJECT FUND

The Project Fund shall initially be funded as provided in the Bond Resolution. The money and securities in the Project Fund shall be held in trust by the Trustee and applied as provided below, and until such application, the money and securities in such fund shall be subject to a lien and charge in favor of the Owners of the Bonds.

(A) The Trustee is authorized and directed to make disbursements from the Project Fund upon receipt of requisition signed by an Authorized Representative of the Issuer. The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom.

(B) The Trustee shall use money in the Project Fund solely to pay or reimburse the Issuer for Project Costs including Costs of Issuance and the repayment of any advances, loans, notes or other obligations used to finance Project Costs.

Before any payment shall be made from the Project Fund, there shall be filed with the Trustee a completed requisition, signed by an Authorized Representative of the Issuer. Upon receipt of such requisition, the Trustee shall make payment from the Project Fund in accordance with such requisition.

ADDITIONAL PARITY BONDS

The Issuer has reserved the right to issue Additional Parity Bonds on a parity with the Bonds, in accordance with the Plan, in amounts sufficient to pay Project Costs, provided the requirements set forth in the Indenture are met. The Indenture contains certain requirements that must be met before Additional Parity Bonds may be sold. See "APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE". The Bonds represent the second issue of Tax Increment Contract Revenue Bonds payable from the Pledged Revenues and the aggregate principal amounts of the two series of Tax Increment Contract Revenue Bonds, including the Bonds, do not exceed $80,000,000; therefore, the Issuer shall not be required to meet certain of the Indenture requirements for the issuance of Additional Parity Bonds. Those requirements are as follows:

(1) there shall be on deposit in the Reserve Fund, after the issuance of the Additional Parity Bonds, an amount equal to the Reserve Requirement on any Outstanding Tax Increment Contract Revenue Bonds plus the Additional Parity Bonds;

(2) the Issuer is not in material default with the terms of the Indenture, any Bond Resolution, the Tri-Party Agreement or any other agreement to which it is a party and has so certified.

(3) the Issuer shall have received, prior to the delivery of the Additional Parity Bonds, a projection meeting the requirements set forth below which, at the Participants' tax rates then in existence, will generate Contract Tax Increments that will at least be equal to 150% of the projected Maximum Annual Debt Service. The foregoing notwithstanding, this requirement shall not apply to (A) the first $80,000,000 in aggregate principal amount of (i) Parity Bonds issued by the Issuer and (ii) Development Agreement Payment Obligations incurred by the Corporation and (B) the issuance of any series of Additional Parity Bonds for refunding purposes that will have the result of reducing the Maximum Annual Debt Service on Parity Bonds; and

(4) the Additional Parity Bonds mature on, and interest is payable on, the Principal Installment Payment Dates and Interest Payment Dates, respectively.

The projection of Contract Tax Increments described in clause (3) above will be based on the projection of Captured Appraised Value prepared by the Chief Appraiser of the County, or another independent real estate appraiser selected by the Issuer and approved by the City. In projecting the Captured Appraised Value, the appraiser shall consider only the appraised value of real property improvements with the Zone that have been completed as of the date of such projection and the projected appraised value of real property improvements for which construction has been commenced and for which it is reasonably expected that a certificate of occupancy or completion will be issued by the City within eighteen (18) months of the date of such projection.

With respect to the occurrence of a Development Agreement Payment Obligation, the Issuer is not required to satisfy the requirements set forth above unless the sum of the principal amounts of Outstanding Tax Increment Contract Revenue Bonds and the Development Agreement Payment Obligation exceed $80,000,000, in which case as a condition for entering the Development

Agreement Payment Obligation, the Issuer would have to satisfy the conditions described in clauses (3) and (4) above. SEE "THE DEVELOPMENT AGREEMENT".

The Issuer may also issue, in accordance with the Indenture, additional bonds payable from the Contract Tax Increment that are subordinate to the Bonds and any other Tax Increment Reimbursement Obligations or dedicate the Pledged Revenues, on a basis subordinate to the Bonds and any other Tax Increment Contract Revenue Obligations on a parity with the Bonds, to the payment of obligations of the Issuer under contracts for services and for the further acquisition of capacity rights in certain facilities constructed by third parties. See "APPENDIX B—SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE".

MUNICIPAL BOND GUARANTY INSURANCE

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THE BONDS

GENERAL

The Bonds will be dated October 1, 2007 and will be issued as Capital Appreciation Bonds and Current Interest Bonds, each as defined on the cover page of this Official Statement. Interest on the Current Interest Bonds will accrue from their date of initial delivery, and will be payable on February 15, 2008, and on each August 15 and February 15 thereafter until maturity or prior maturity. Interest on the Capital Appreciation Bonds will accrete from their date of initial delivery and will compound on February 15 and August 15, commencing February 15, 2008, and will be payable only at the earlier of maturity or redemption (see Accreted Value Table – Schedule I). The Bonds will mature on the dates or in the maturity or principal amounts set forth in the inside cover page hereof.

The Bonds will be initially issued in Book-Entry-Only form, as discussed under "THE BONDS – Book-Entry-Only-System" herein, but may be subsequently issued in fully registered form only, without coupons, and in any case, will be issued in the denominations of $5,000 in Maturity Amount and any integral multiple thereof.

The maturity amount or redemption price of the Bonds will be payable to the registered owner upon surrender of such Bond at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of U.S. Bank National Association, as Paying Agent/Registrar for the Bonds. Interest on each Bond paid as of each Interest Payment Date will be paid to the person in whose name such Bond is registered as of the last business day of the month next preceding each Interest Payment Date (the "Record Date"). Interest will be paid by check mailed to the address of such registered owner recorded on the bond register or in such other manner as may be mutually acceptable to such registered owner and the Paying Agent/Registrar. Interest, principal, and redemption premium, if any, will be paid to the beneficial owner of the Bonds through The Depository Trust Company ("DTC") as described under "THE BONDS - Book-Entry-Only-System."

REDEMPTION OF BONDS

The Bonds may be redeemed only in principal amounts, in the case of Current Interest Bonds, or Maturity Amounts, in the case of Capital Appreciation Bonds, or principal amounts as applicable of $5,000 or any integral multiple thereof (an "Authorized Denomination"), at the option of the Issuer, on February 15, 2008, or on any August 15 or February 15 thereafter, in the manner and at the redemption price indicated below. The Bonds are subject to optional redemption prior to their maturity at the option of the Issuer, in whole or in part (and if in part, on a *Pro Rata* basis as described below), at a redemption price equal to the greater of:

(a) 100 percent of the Accreted Value of the Capital Appreciation Bonds to be redeemed; or

(b) the present value of the Maturity Amount of the Capital Appreciation Bonds to be redeemed discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 12.5 basis points;

For the purposes of determining the Treasury Rate, the following definitions shall apply:

"Comparable Treasury Issue" means, with respect to any redemption date for a particular the Bond, the United States Treasury security or securities selected by the Designated Investment Banker which has or have an actual or interpolated maturity comparable to the remaining life of the applicable Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining life of the applicable Bonds to be redeemed.

"Comparable Treasury Price" means, with respect to any redemption date for a particular Bond, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Designated Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Designated Investment Banker" means one of the Reference Treasury Dealers appointed by the Issuer.

"Reference Treasury Dealer" means J.P. Morgan Securities Inc. and its successors and three other firms, specified by the Issuer from time to time, that are primary U.S. Government securities dealers in the City of New York, New York (each a "Primary Treasury Dealer"); provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Issuer shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date for a particular Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding such redemption date.

"Treasury Rate" means, with respect to any redemption date for a particular Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the Issuer shall determine the maturity or maturities and the amounts thereof to be redeemed, and if less than the entire maturity is redeemed, the Issuer shall direct the Paying Agent/Registrar to redeem the Bonds of such maturity on a Pro Rata basis to each Owner in whose name such Bonds are registered on the Record Date immediately preceding the redemption date.

As used in connection with the redemption of Bonds, *Pro Rata* is determined in connection with any partial optional redemption or mandatory redemption of the Bonds by multiplying the principal amount, in the case of a Current Interest Bond, or the Maturity Amount, or in the case of a Capital Appreciation Bond of such maturity to be redeemed on the applicable redemption date by a fraction, the numerator of which is equal to the Maturity Amount of such maturity owned by an Owner, and the denominator of which is equal to the principal amount, in the case of a Current Interest Bond or the Maturity Amount, in the case of a Capital Appreciation Bond, of such maturity then Outstanding immediately prior to such redemption date, and then rounding the product down to the next lower integral of $5,000, provided that the portions being redeemed are required to be in multiples of $5,000 in principal amount or Maturity Amount, as the case may be, and all the Bonds of a maturity to remain outstanding following any redemption are required to be in multiples of $5,000 in principal amount or Maturity Amount, as the case may be.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds are to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The Issuer believes the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.

The Issuer cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds will be issued, in the aggregate principal amount of each such maturity and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC’s participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of Bonds certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor’s highest

rating: “AAA”. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Issuer or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent/Registrar, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry- Only System, and (ii) except as described above, notices that are to be given to registered owners under the Bond Resolution will be given only to DTC.

Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Issuer or the Underwriters.

Effect of Termination of Book-Entry-Only System. In the event that the Book-Entry-Only System is discontinued by DTC or the use of the Book-Entry-Only System is discontinued by the Issuer, printed certificates will be issued to the holders and the Bonds will be subject to transfer, exchange and registration provisions as set forth in the Ordinance and summarized under "THE BONDS - Transfer, Exchange and Registration" below.

GLOBAL CLEARANCE PROCEDURES

The information that follows is based solely on information obtained from Clearstream or Euroclear, as appropriate. No representation is made by the Issuer as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

General. The Bonds initially will be registered in the name of Cede & Co. as registered owner and nominee for DTC, which will act as securities depository for the Bonds. Purchases of the Bonds will be in book-entry form only, as more fully described below. Clearstream and Euroclear may hold omnibus positions on behalf of their participants through customers' securities accounts in Clearstream's and/or Euroclear's names on the books of their respective U.S. Depositories, which, in turn, hold such positions in customers' securities accounts in the U.S. Depositories' names on the books of DTC. Citibank, N.A. acts as the U.S. depository for Clearstream and JPMorgan Chase Bank acts as the U.S. Depository for Euroclear.

The Issuer cannot and does not give any assurances that DTC, Participants, Clearstream, Clearstream customers, Euroclear or Euroclear Participants will distribute to the Beneficial Owners of the Bonds: (i) payments of principal and interest payments (including redemption payments) with respect to the Bonds; (ii) confirmation of ownership interest in the Bonds; or (iii) notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will do so on a timely basis, or that DTC, the Participants, Clearstream, Clearstream customers, Euroclear or Euroclear Participants will serve and act in the manner described in this Official Statement.

The Issuer will have no responsibility or obligations to DTC, the Participants, Euroclear, Euroclear Participants, Clearstream, Clearstream customers or the Beneficial Owners with respect to: (i) the accuracy of any records maintained by DTC or any DTC Participants, Clearstream, Clearstream customers, Euroclear or Euroclear Participants; (ii) the payment by DTC or any DTC Participants, Clearstream, Clearstream customers, Euroclear or Euroclear Participants of any amount due to any Beneficial Owner in respect of principal and interest payments (including redemption payments) on the Bonds; (iii) the delivery by DTC or any DTC Participants, Clearstream, Clearstream customers, Euroclear or Euroclear Participants of any notice to any Beneficial Owner that is required or permitted to be given to owners under the terms of the Bonds; or (iv) any consent given or other action taken by DTC as registered holder of the Bonds.

The information concerning Clearstream and Euroclear has been derived from information obtained from Clearstream and Euroclear and other sources. Neither the Issuer nor the Underwriters make any representation or warranty regarding the accuracy or completeness thereof.

Clearstream. Clearstream Banking, société anonyme, 42 Avenue J.F. Kennedy, L-1855 Luxembourg ("Clearstream, Luxembourg"), was incorporated in 1970 as "Cedel S.A.", a company with limited liability under Luxembourg law (a société anonyme). Cedel S.A. subsequently changed its name to Cedelbank. On 10 January 2000, Cedelbank's parent company, Cedel International, société anonyme ("CI") merged its clearing, settlement and custody business with that of Deutsche Börse AG ("DBAG"). The merger involved the transfer by CI of substantially all of its assets and liabilities (including its shares in Cedelbank), and the transfer by DBAG of its shares in Deutsche Börse Clearing (DBC), to a new Luxembourg company, which with effect 14 January 2000 was renamed Clearstream International, société anonyme, and was then 50% owned by CI and 50% owned by DBAG.

Following this merger, the subsidiaries of Clearstream International were also renamed to give them a cohesive brand name. On 18 January 2000, Cedelbank was renamed "Clearstream Banking, société anonyme", and Cedel Global Services was renamed "Clearstream Services, société anonyme". On 17 January 2000, Deutsche Börse Clearing AG was renamed "Clearstream Banking AG".

Today Clearstream International is 100% owned by DBAG. The shareholders of DBAG are comprised of mainly banks, securities dealers and financial institutions.

Clearstream, Luxembourg holds securities for its customers and facilitates the clearance and settlement of securities transactions between Clearstream, Luxembourg customers through electronic book-entry changes in accounts of Clearstream, Luxembourg customers, thereby eliminating the need for physical movement of certificates.

Transactions may be settled by Clearstream, Luxembourg in any of 36 currencies, including United States Dollars. Clearstream, Luxembourg provides to its customers, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream, Luxembourg also deals with domestic securities markets in over 30 countries through established depository and custodial relationships.

Clearstream, Luxembourg is registered as a bank in Luxembourg, and as such is subject to regulation by the Commission de Surveillance du Secteur Financier, "CSSF", and the Banque Centrale du Luxembourg ("BCL") which supervise and oversee the activities of Luxembourg banks. Clearstream, Luxembourg's customers are world-wide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Clearstream,

Luxembourg's U.S. customers are limited to securities brokers and dealers and banks. Currently, Clearstream, Luxembourg has approximately 2,000 customers located in over 80 countries, including all major European countries, Canada, and the United States. Indirect access to Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of Clearstream, Luxembourg. Clearstream, Luxembourg has established an electronic bridge with Euroclear Bank S.A./N.V. as the Operator of the Euroclear System (the "Euroclear Operator") in Brussels to facilitate settlement of trades between Clearstream, Luxembourg and the Euroclear Operator.

Euroclear Bank. Euroclear Bank S.A./N.V. ("Euroclear Bank") holds securities and book-entry interests in securities for participating organizations and facilitates the clearance and settlement of securities transactions between Euroclear Participants, and between Euroclear Participants and Participants of certain other securities intermediaries through electronic book-entry changes in accounts of such Participants or other securities intermediaries.

Euroclear Bank provides Euroclear Participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing, and related services. Euroclear Participants are investment banks, securities brokers and dealers, banks, central banks, supranationals, custodians, investment managers, corporations, trust companies and certain other organizations. Certain of the managers or underwriters for this offering, or other financial entities involved in this offering, may be Euroclear Participants.

Non-Participants in the Euroclear System may hold and transfer book-entry interests in the Bonds through accounts with a Participant in the Euroclear System or any other securities intermediary that holds a book-entry interest in the securities through one or more securities intermediaries standing between such other securities intermediary and Euroclear Bank.

Clearance and Settlement. Although Euroclear Bank has agreed to the procedures provided below in order to facilitate transfers of securities among Participants in the Euroclear System, and between Euroclear Participants and Participants of other intermediaries, it is under no obligation to perform or continue to perform such procedures and such procedures may be modified or discontinued at any time.

Initial Distribution. Investors electing to acquire Bonds through an account with Euroclear Bank or some other securities intermediary must follow the settlement procedures of such an intermediary with respect to the settlement of new issues of securities. Bonds to be acquired against payment through an account with Euroclear Bank will be credited to the securities clearance accounts of the respective Euroclear Participants in the securities processing cycle for the business day following the settlement date for value as of the settlement date, if against payment.

Secondary Market. Investors electing to acquire, hold or transfer securities through an account with Euroclear Bank or some other securities intermediary must follow the settlement procedures of such an intermediary with respect to the settlement of secondary market transactions in securities. Please be aware that Euroclear Bank will not monitor or enforce any transfer restrictions with respect to the securities offered herein.

Custody. Investors who are Participants in the Euroclear System may acquire, hold or transfer interests in the securities by book-entry to accounts with Euroclear Bank. Investors who are not Participants in the Euroclear System may acquire, hold or transfer interests in the securities by book-entry to accounts with a securities intermediary who holds a book-entry interest in the securities through accounts with Euroclear Bank.

Custody Risk. Investors that acquire, hold and transfer interests in the securities by book-entry through accounts with Euroclear Bank or any other securities intermediary are subject to the laws and contractual provisions governing their relationship with their intermediary, as well as the laws and contractual provisions governing the relationship between such an intermediary and each other intermediary, if any, standing between themselves and the individual securities.

Euroclear Bank has advised as follows:

Under Belgian law, investors that are credited with securities on the records of Euroclear Bank have a co-property right in the fungible pool of interests in securities on deposit with Euroclear Bank in an amount equal to the amount of interests in securities credited to their accounts. In the event of the insolvency of Euroclear Bank, Euroclear Participants would have a right under Belgian law to the return of the amount and type of interests in securities credited to their accounts with Euroclear Bank. If Euroclear Bank did not have a sufficient amount of interests in securities on deposit of a particular type to cover the claims of all Participants credited with such interests in securities on Euroclear Bank's records, all Participants having an amount of interests in securities of such type credited to their accounts with Euroclear Bank would have the right under Belgian law to the return of their pro-rata share of the amount of interests in securities actually on deposit.

Under Belgian law, Euroclear Bank is required to pass on the benefits of ownership in any interests in securities on deposit with it (such as dividends, voting rights and other entitlements) to any person credited with such interests in securities on its records.

Initial Settlement; Distributions; Actions Upon Behalf of Owners. All of the Bonds will initially be registered in the name of Cede & Co., the nominee of DTC. Clearstream and Euroclear may hold omnibus positions on behalf of their participants through customers' securities accounts in Clearstream's and/or Euroclear's names on the books of their respective U.S. Depository, which, in turn, holds such positions in customers' securities accounts in its U.S. Depository's name on the books of DTC. Citibank, N.A. acts as depository for Clearstream and JPMorgan Chase Bank acts as depository for Euroclear (the "U.S. Depositories").

Holders of the Bonds may hold their Bonds through DTC (in the United States) or Clearstream or Euroclear (in Europe) if they are participants of such systems, or directly through organizations that are participants in such systems.

Investors electing to hold their Bonds through Euroclear or Clearstream accounts will follow the settlement procedures applicable to conventional EuroBonds in registered form. Securities will be credited to the securities custody accounts of Euroclear and Clearstream holders on the business day following the settlement date against payment for value on the settlement date.

Distributions with respect to the Bonds held beneficially through Clearstream will be credited to the cash accounts of Clearstream customers in accordance with its rules and procedures, to the extent received by its U.S. Depository. Distributions with respect to the Bonds held beneficially through Euroclear will be credited to the cash accounts of Euroclear Participants in accordance with the Terms and Conditions, to the extent received by its U.S. Depository. Such distributions will be subject to tax reporting in accordance with relevant United States tax laws and regulations.

Clearstream or the Euroclear Operator, as the case may be, will take any other action permitted to be taken by an owner of the Bonds on behalf of a Clearstream customer or Euroclear Participant only in accordance with the relevant rules and procedures and subject to the U.S. Depository's ability to effect such actions on its behalf through DTC.

Secondary Market Trading. Secondary market trading between Participants (other than U.S. Depositories) will be settled using the procedures applicable to U.S. corporate debt obligations in same-day funds.

Secondary market trading between Euroclear Participants and/or Clearstream customers will be settled using the procedures applicable to conventional EuroBonds in same-day funds.

When securities are to be transferred from the account of a Participant (other than U.S. Depositories) to the account of a Euroclear Participant or a Clearstream customer, the purchaser must send instructions to the applicable U.S. Depository one business day before the settlement date. Euroclear or Clearstream, as the case may be, will instruct its U.S. Depository to receive the securities against payment. Its U.S. Depository will then make payment to the Participant's account against delivery of the securities. After settlement has been completed, the securities will be credited to the respective clearing system and by the clearing system, in accordance with its usual procedures, to the Euroclear participant's or Clearstream customers' accounts. Credit for the securities will appear on the next day (European time) and cash debit will be back-valued to, and the interest on the Bonds will accrue from the value date (which would be the preceding day when settlement occurs in New York). If settlement is not completed on the intended value date (i.e., the trade fails), the Euroclear or Clearstream cash debit will be valued instead as of the actual settlement date.

Euroclear Participants and Clearstream customers will need to make available to the respective clearing systems the funds necessary to process same-day funds settlement. The most direct means of doing so is to pre-position funds for settlement, either from cash on hand or existing lines of credit, as they would for any settlement occurring within Euroclear or Clearstream. Under this approach, they may take on credit exposure to Euroclear or Clearstream until the securities are credited to their accounts one day later.

As an alternative, if Euroclear or Clearstream has extended a line of credit to them, participants/customers can elect not to pre-position funds and allow that credit line to be drawn upon to finance settlement. Under this procedure, Euroclear Participants or Clearstream customers purchasing securities would incur overdraft charges for one day, assuming they cleared the overdraft when the securities were credited to their accounts. However, interest on the securities would accrue from the value date. Therefore, in many cases, the investment income on securities earned during that one day period may substantially reduce or offset the amount of such overdraft charges, although this result will depend on each Participant's/customer's particular cost of funds.

Because the settlement is taking place during New York business hours, Participants can employ their usual procedures for sending securities to the applicable U.S. Depository for the benefit of Euroclear Participants or Clearstream customers. The sale proceeds will be available to the DTC seller on the settlement date. Thus, to the Participant, a cross-market transaction will settle no differently from a trade between two Participants.

Due to time zone differences in their favor, Euroclear Participants and Clearstream customers may employ their customary procedure for transactions in which securities are to be transferred by the respective clearing system, through the

applicable U.S. Depository to another Participant's. In these cases, Euroclear will instruct its U.S. Depository to credit the securities to the Participant's account against payment. The payment will then be reflected in the account of the Euroclear Participant or Clearstream customer the following business day, and receipt of the cash proceeds in the Euroclear Participants' or Clearstream customers' accounts will be back-valued to the value date (which would be the preceding day, when settlement occurs in New York). If the Euroclear Participant or Clearstream customer has-a line of credit with its respective clearing system and elects to draw on such line of credit in anticipation of receipt of the sale proceeds in its account, the back-valuation may substantially reduce or offset any overdraft charges incurred over that one-day period. If settlement is not completed on the intended value date (i.e., the trade fails), receipt of the cash proceeds in the Euroclear Participant's or Clearstream customer's accounts would instead be valued as of the actual settlement date.

Procedures May Change. Although DTC, Clearstream and Euroclear have agreed to these procedures in order to facilitate transfers of securities among DTC and its Participants, Clearstream and Euroclear, they are under no obligation to perform or continue to perform these procedures and these procedures may be discontinued and may be changed at any time by any of them.

THE ISSUER AND THE PAYING AGENT/REGISTRAR CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC, DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC, CLEARSTREAM, CLEARSTREAM PARTICIPANTS, EUROCLEAR OR EUROCLEAR PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (1) PAYMENTS OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS (2) CONFIRMATIONS OF THEIR OWNERSHIP INTERESTS IN THE BONDS OR (3) OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS PARTNERSHIP NOMINEE, AS THE REGISTERED OWNER OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC, DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS, CLEARSTREAM, CLEARSTREAM PARTICIPANTS, EUROCLEAR OR EUROCLEAR PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

NEITHER THE ISSUER NOR THE PAYING AGENT/REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC, THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OF DTC, CLEARSTREAM, CLEARSTREAM PARTICIPANTS, EUROCLEAR, EUROCLEAR PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC, CLEARSTREAM, CLEARSTREAM PARTICIPANTS, EUROCLEAR OR EUROCLEAR PARTICIPANTS; (2) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC, CLEARSTREAM, CLEARSTREAM PARTICIPANTS, EUROCLEAR OR EUROCLEAR PARTICIPANTS OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS; (3) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS OF DTC, CLEARSTREAM, CLEARSTREAM PARTICIPANTS, EUROCLEAR OR EUROCLEAR PARTICIPANTS OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS UNDER THE TERMS OF THE INDENTURE OR THE BOND RESOLUTION, OR (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS OWNER OF THE BONDS.

PAYING AGENT/REGISTRAR

The initial Paying Agent/Registrar is U.S. Bank National Association. In the Bond Resolution, the Issuer retains the right to replace the Paying Agent/Registrar. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are duly paid, and any successor Paying Agent/Registrar shall be a commercial bank or trust company or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Bonds. Upon any change in the Paying Agent/Registrar for the Bonds, the Issuer agrees to promptly cause a written notice thereof to be sent to each registered owner of the Bonds by United States mail, first class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

In the event the Book-Entry-Only System should be discontinued, principal of the Bonds will be payable to the registered owner at maturity or prior redemption upon presentation at the Designated Trust Office. Interest on the Bonds will be payable by check, dated as of the interest payment date, and mailed by the Paying Agent/Registrar to registered owners as shown on the records of the Paying Agent/Registrar on the Record Date (see "THE BONDS - Record Date for Interest Payment" herein), or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

TRANSFER, EXCHANGE AND REGISTRATION

In the event the Book-Entry-Only System should be discontinued, the Bonds may be transferred and exchanged on the registration books of the Paying Agent/Registrar only upon presentation and surrender thereof to the Paying Agent/Registrar and such transfer or exchange shall be without expense or service charge to the registered owner, except for any tax or other governmental charges required to be paid with respect to such registration, exchange and transfer. Bonds may be assigned by the execution of an assignment form on the respective Bonds or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. New Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bonds being transferred or exchanged, at the principal office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. To the extent possible, new Bonds issued in an exchange or transfer of Bonds will be delivered to the registered owner or assignee of the registered owner in not more than three business days after the receipt of the Bonds to be canceled, and the written instrument of transfer or request for exchange duly executed by the registered owner or his duly authorized agent, in a form satisfactory to the Paying Agent/Registrar. New Bonds registered and delivered in an exchange or transfer shall be in any integral multiple of $5,000 for any one maturity and for a like aggregate principal amount as the Bonds surrendered for exchange or transfer. See "Book-Entry-Only System" herein for a description of the system to be utilized initially in regard to ownership and transferability of the Bonds.

LIMITATION ON TRANSFER OF BONDS CALLED FOR REDEMPTION

Neither the Issuer nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 15 days before the day of the first mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Bonds so selected for redemption when such redemption is scheduled to occur within 30 calendar days; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

RECORD DATE FOR INTEREST PAYMENT

The record date ("Record Date") for the interest payable on any interest payment date means the close of business on the last business day of the preceding month.

In the event of a non-payment of interest on the Bonds on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") for the Bonds, as the case may be, will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each owner of a Bond appearing on the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

EVENTS OF DEFAULT

Under the Indenture, the following constitute "Events of Default":

(A) failure to pay when due Principal Installments or interest on any Bond; or

(B) failure to deposit to the Debt Service Fund money sufficient for the payment of any Principal Installments or interest payable on the Bonds by no later than the date when such Principal Installment or interest becomes due and payable; or

(C) failure by the Issuer to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained in the Indenture or in the Bonds, which failure shall have continued for a period of thirty (30) days after written notice, either by registered or certified mail, to the Issuer specifying the failure and requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Holders of not less than 25 percent (25%) in aggregate principal amount of the Bonds then outstanding; or

(D) failure to pay when due any Tax Increment Contract Revenue Obligation.

REMEDIES

If an Event of Default shall occur and be continuing, then, in addition to all of the other rights and remedies granted to the Trustee under the Indenture, the Trustee in its discretion, subject to the provisions of the Indenture, may proceed to protect and enforce its rights and the rights of the Owners of the Bonds by suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in the Indenture, the Bond Resolution or the Bonds or in aid of the execution of any power granted in this Indenture or for the enforcement of any other legal, equitable or other remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Trustee or such Owners of the Bonds, including, without limitation, the right to seek a writ of mandamus issued by a court of competent

jurisdiction compelling the members of the Board or other officers of the Issuer or any Participant to make payment of the Contract Tax Increment (but only from and to the extent of the sources provided in the Indenture and the Participant Contract) or to observe and perform such covenant, obligations or conditions of the Indenture, the Tri-Party Agreement or any other Participant Contract.

RISK FACTORS

LIMITED OBLIGATIONS

THE BONDS ARE LIMITED OBLIGATIONS SOLELY OF THE ISSUER AND ARE NOT OBLIGATIONS OF THE CITY AND DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR GENERAL TAXING POWERS OF THE CITY. THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS. FURTHERMORE, THE BONDS ARE NOT OBLIGATIONS OF THE COUNTY, THE STATE OF TEXAS, OR ANY ENTITY OTHER THAN THE ISSUER. THE ISSUER IS NOT OBLIGATED TO MAKE PAYMENTS ON THE BONDS FROM TAXES OR ANY MONEYS OTHER THAN THE PLEDGED REVENUES. THE ISSUER HAS NO TAXING POWER.

Because Tax Increment only results from the increase in the Captured Appraised Value of real property located in Reinvestment Zone Eleven over the Tax Increment Base, such Tax Increment may or may not occur in a given year. Any decrease in the appraised value of real property in Reinvestment Zone Eleven may cause a reduction in Tax Increment resulting in a decrease or reduction in the Pledged Revenues. Hence, the Bonds should be considered speculative investments which are subject to special risk factors.

APPRAISED VALUES

Events beyond the Issuer's and the Participants' control could cause a shortfall of Contract Tax Increment available for payment of the Bonds, including the protest or appeal by property owners of their property values and a consequent reduction in the appraised value of property in Reinvestment Zone Eleven. See "AD VALOREM TAXATION AS IT PERTAINS TO PARTICIPATING TAXING UNITS". Similarly, a shortfall of Contract Tax Increment could be caused by natural or other disasters and the concomitant destruction of property or improvements to property in Reinvestment Zone Eleven.

The Issuer cannot make any guarantee that the value of the property and improvements within Reinvestment Zone Eleven will not decrease. Property owners have no obligation to Reinvestment Zone Eleven or the Issuer not to protest property values and/or to render their property for ad valorem taxation at any agreed upon level, or not to seek an exemption from ad valorem taxation. The appraised value of the property and improvements in each year are determined and certified by the Appraisal District in accordance with the procedures described in "AD VALOREM TAXATION AS IT PERTAINS TO PARTICIPATING TAXING UNITS", and may be at values lower than projected.

UNCERTAINTY OF CALCULATION AND COLLECTION OF TAX INCREMENT

Texas law does not require the Participants to levy real property taxes in Reinvestment Zone Eleven or to set a tax rate sufficient to generate Contract Tax Increments in an amount sufficient for the payment of the principal of and interest on the Bonds. Texas law and the Participation Agreement only require the Participants to pay the Tax Increment actually collected by them into the Tax Increment Fund created by the City. The Participants set their tax rates in accordance with the Texas Property Tax Code, which allows voters to limit an increase in tax rates to the rollback tax rate calculated for such units. See "AD VALOREM TAXATION AS IT PERTAINS TO PARTICIPATING TAXING UNITS". If the tax rates of the Participants decline or the percentage of taxes collected by the Participants in Reinvestment Zone Eleven declines, the amount of Contract Tax Increment available to pay the Bonds will decrease.

The calculation and collection of Tax Increment are subject to administrative interpretation by each Participant, which may change from time to time, at the option of such Participant. If Tax Increment is not received from the Participants and deposited into the Tax Increment Fund on a timely basis or if the City fails to transfer the Contract Tax Increment to the Issuer from the Tax Increment Fund, there could be a delay or default in payment of the debt service on the Bonds.

Additionally, Participants are required to set up procedures to adjust Tax Increment when certified values in the Tax Increment Base and each subsequent tax year change. Certified values are established annually for the current tax year, but are subject to change for a number of years thereafter. Value changes can be positive or negative and can be caused by such events as late-filed exemptions, settlement of property value protests, judicial determinations or the addition of property omitted from the roll.

While the Issuer does not anticipate any change in these anticipated administrative practices, there can be no assurance that they will not be modified.

TAX RATES: IMPACT ON LAND VALUES, DEVELOPMENT AND ISSUER'S ABILITY TO REPAY ITS OBLIGATIONS

The Issuer has no taxing power and no control over the rate of ad valorem taxes assessed or collected by the Participants. Any future circumstances that would cause the Participants to have to raise their respective tax rates to an unusually high level could have a material adverse affect on the value of real property within Reinvestment Zone Eleven and the ability of owners thereof to develop or sell such property. Unusually high ad valorem tax rates, in general, tend to depress real property values, thus lowering the amount of taxes otherwise collected per $100 valuation, assuming no offsetting increase in the tax rate. Unusually high ad valorem tax rates also have the effect, in general, of discouraging financial institutions from financing improvements due to the risk that the tax rate will adversely affect the developer/owner's ability to either sell the developed property at an amount sufficient to repay such financing or adversely affect the financial condition of the developer/owner (due to such tax burden) and thus, adversely affect the developer/owner's ability to repay such financing. Unusually high tax rates, in general, could cause owners of property to default on the payment of their taxes, thus lowering a Participant's collection rate and the amount of Contract Tax Increment received by the Issuer and available to pay the principal of, and interest on, the Bonds.

GENERAL FACTORS AFFECTING TAXABLE VALUES AND TAX INCREMENT

The Captured Appraised Value of real property in Reinvestment Zone Eleven is partially based on the current market value of all real property in Reinvestment Zone Eleven. The market value of real property is related to many economic conditions, including such factors as interest rates, credit availability, construction costs, energy availability, the continued operation and competitiveness of the private industry in Reinvestment Zone Eleven and the general economic conditions and demographic characteristics of the area in and around the City and the County. Interest rates and the availability of development funding directly impact construction activity, particularly short-term interest rates at which developers are able to obtain financing for development costs. Interest rate levels may affect private development activities within Reinvestment Zone Eleven. Demand for private development in Reinvestment Zone Eleven also could be affected by competition from other developments located in adjacent areas.

TAX COLLECTION LIMITATIONS AND FORECLOSURE REMEDIES

The Issuer's ability to make debt service payments may be adversely affected by the Participants' inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by a Participant constitutes a lien on the property against which taxes are levied and such lien may be enforced by foreclosure. Foreclosure must be effected through a judicial proceeding. A Participant's ability to collect ad valorem taxes through such foreclosure may be impaired by cumbersome, time-consuming and expensive collection procedures or economic and market conditions affecting the marketability of taxable property within Reinvestment Zone Eleven and limiting the proceeds from a foreclosure sale of such property. Moreover, the proceeds of any sale of property within Reinvestment Zone Eleven available to pay debt service on the Bonds may be limited by the current aggregate tax rate being levied against the property and by other factors, including the taxpayers' right to redeem property within six months of foreclosure. Finally, any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within Reinvestment Zone Eleven pursuant to the Federal Bankruptcy Code could stay any attempt by a Participant to collect delinquent ad valorem taxes assessed against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years, and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid.

THE EFFECT OF THE FINANCIAL INSTITUTIONS REFORM, RECOVERY AND ENFORCEMENT ACT OF 1989 ON TAX COLLECTIONS

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution. The Issuer is not aware of any real property within Reinvestment Zone Eleven that is held by the FDIC.

Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states (a) that no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (b) the FDIC shall not be liable for any penalties or fines, including those arising from the failure to pay any real or personal property tax when due and (c) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

These provisions may affect the timeliness of collection of taxes on property which may be owned in the future by the FDIC in Reinvestment Zone Eleven, and may prevent the collection of penalties and interest on such taxes.

REGISTERED OWNERS' REMEDIES AFTER DEFAULT

Remedies available to Registered Owners of Bonds in the event of a default by the Issuer in one or more of its obligations under the Bonds, the Bond Resolution or the Indenture are limited. Although Texas law and the Bond Resolution provide that the Registered Owners may obtain a writ of mandamus requiring performance of such obligations, such remedy may prove time-consuming, costly and difficult to enforce. Neither the Bond Resolution nor the Indenture provides for acceleration of maturity of the Bonds, or for the foreclosure of any property or assets other than applying the Pledged Revenues in the manner provided in the Indenture. See "—Bankruptcy Limitation to Registered Owners' Rights" below, "APPENDIX A—THE BOND RESOLUTION" and "APPENDIX B—SUMMARY OF CERTAIN PROVISIONS THE INDENTURE".

BANKRUPTCY LIMITATION TO REGISTERED OWNERS' RIGHTS

As is true with many entities that issue debt, there is a risk that the Issuer may file for bankruptcy and afford itself the protection of the Federal Bankruptcy Code. In that case, the Issuer receives the benefit of the automatic stay and creditors, such as the holders of the Bonds, cannot pursue their remedies against it without the permission of the Bankruptcy Court. The Issuer has a right to reorganize and adjust its debts with the approval of the Bankruptcy Court. While the relevant law on this point is not clear, it may be possible for the Issuer to be forced into involuntary bankruptcy by one or more creditors. A bankruptcy filing by or against the Issuer could adversely affect the payment of principal and interest on the Bonds.

CHANGE IN STATE LAW AFFECTING CITY ECONOMIC DEVELOPMENT PROGRAM

In 2005, the City Council adopted an ordinance establishing an economic development program for Reinvestment Zone Eleven pursuant to the Constitution and laws of the State of Texas, including specifically Article III, Section 52-a of the State Constitution, and Chapter 380 of the Texas Local Government Code ("Chapter 380"). The City has not funded a grant under the economic development program, and the decision to fund any grant will be determined from time to time, if at all, by the City Council then governing the City. The Constitution of the State of Texas could be amended in the future in a manner that would restrict or eliminate the ability of a future City Council to fund a grant for economic development within the Zone as provided for in the ordinance approving the economic development program. State law, including Chapter 380, could be amended or, in the case of Chapter 380, repealed prior to the funding of any economic development advance or loan by the City, in such a manner that the ability to fund such a grant may be restricted or eliminated.

MARKETABILITY OF THE BONDS

The Issuer has no understanding with the Underwriters regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price may be greater than the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are more generally bought, sold or traded in the secondary market.

FINANCIAL INFORMATION

The Issuer was established pursuant to a resolution adopted by the City Council of the City on June 8, 2005. On June 8, 2005, the City Council of the City adopted the ordinance establishing the Zone, and on August 29, 2005, the City Council of the City adopted the ordinance approving the Plan. Deposits from proceeds from the Bonds shall be made to the Reserve Fund for the Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS". Forecasts of projected Tax Increments that are to be generated within the Zone are contained in "APPENDIX D – FORECAST OF TIF REVENUE FLOWS FOR THE ZONE". Audited financial statements of the Issuer are included in the City of Dallas Comprehensive Annual Financial Report and shall be filed with the NRMSIRs and the SID in accordance with the continuing disclosure undertaking made by the Issuer in the Bond Resolution. See "OTHER INFORMATION – Continuing Disclosure of Information".

THE ZONE

GENERAL

The Zone was initiated by petition, pursuant to Section 311.005(a)(5), Texas Tax Code through the sponsorship of the Downtown Improvement District and the Uptown Public Improvement District. The City Council, using the authority of the Tax Increment Financing Act (Chapter 311, Tax Code) established the Downtown Connection TIF District pursuant to Ordinance Number 26020 on June 8, 2005. On August 29, 2005, the City Council adopted Ordinance No. 26020 (the "Creation Ordinance") creating the Zone pursuant to the Act by designation of a continuous geographic area in the jurisdiction of the City as a reinvestment zone to promote development or redevelopment in the Zone. The ordinance described the boundaries of the Zone, created a board of directors for the Zone and established a tax increment fund for the Zone. The ordinance established that the termination of the Zone was to occur on December 31, 2035 or upon the completion of all designated Project Costs of the Zone projects and retirement of any debt obligations.

BOUNDARIES

The Zone was created to promote Downtown redevelopment and mobility between Uptown, an area of the City immediately north of the central business district, and Downtown. Although a minor portion of funds will be used to strengthen physical connections between Uptown and Downtown unless alternative funding sources become available to fund such improvements, Project Costs of the Zone associated with the building sites and related public improvements will be committed only for the projects south of Woodall Rodgers Freeway, with the exception of an amount not to exceed $2,500,000. The Zone contains approximately 269 acres. The Zone is located in the core of Downtown Dallas and portions of Uptown. The Zone is generally bounded by the Katy Trail, Maple Avenue, Kittrell Street, Fairmount Street, McKinney Avenue, Maple-Routh Connection, Woodall Rodgers Freeway, Central Expressway, I-45, Commerce Street, Young Street, Marilla Street, Lamar Street, Harwood Street, Jack Street, McKinnon Street, and Ivan Street. The Zone essentially includes vacant and underutilized buildings in the downtown core that are not being redeveloped as part of the City Center TIF District program, surface parking lots, and portions of the Uptown area. The total taxable appraised value of the Zone as of 2007, according to the Dallas Central Appraisal District, is $1,036,281,722.

The predominant land use in the planned 30-year Zone development program is for mixed-use development both public and private. If built as planned, the residential and commercial development will create a market for the planned retail component. In addition, the residential development should also drive the demand for new commercial office investments. Anticipated development projects include catalyst projects such as the Mercantile block, Continental Building, and Atmos Energy Buildings (including, but not limited to, environmental remediation, demolition, historic façade restoration, street and utility improvements, streetscape improvements, machinery, equipment, materials and supplies); vacant/underutilized downtown buildings in the area bounded by Marilla Street, Pearl Street, Ross Avenue, and Griffin Street; Uptown/Zone; Park and plaza design and acquisition using the CBD Park Master Plan as a primary guide; and affordable housing inside or outside of the Zone. The Planned Private Development will consist of 5,600 residential units in Downtown, 3,200 additional units in Uptown, absorption of 3,000,000 square feet of the currently vacant office space, 125,000 square feet of retail space in Downtown and 250,000 square feet of retail space in Uptown, 800,000 square feet of new office space in Downtown, 800,000 square feet of new office space in Uptown, creation of 20 acres of park and open space, and will leverage funding for improved connectivity between Downtown and Uptown.

The Zone is primarily located in the downtown portion of the City, extending to the north to encompass property within the "Uptown" area of the City north of Woodall Rodgers Expressway. A map showing the boundaries of the Zone is contained in "APPENDIX D - FORECAST OF TIF REVENUE FLOWS FOR THE ZONE".

REINVESTMENT ZONE ELEVEN

The City, in response to a petition received from property owners within the then proposed boundaries of the Zone, undertook the process to create the Zone. The Zone was created by the City on June 8, 2005, pursuant to Ordinance No. 26020 (the "Creation Ordinance") for the purpose of facilitating development of the Zone, particularly areas within the Zone which comprise the core of downtown Dallas. In accordance with the TIF Act, the Zone Board presented to the City, and the City has approved, the Plan, which provided for transfers of Contract Tax Increment to the Issuer to secure bonds and other obligations incurred with respect to the implementation of the Plan.

The Board of Directors adopted development goals that they expect will meet the specific needs of the Downtown Zone:

- Improve the access between and within the Uptown and Downtown areas.
- Improve the image of the Downtown Connection Area.
- Support redevelopment of the existing building supply.
- Develop a more diverse mixture of land uses within the Downtown Connection Area.

- Increase open space and recreational opportunities in the Downtown Connection Area.
- Incentivize catalyst project(s) to accelerate reaching a critical mass of residential units, retail establishments, and public amenities for a vibrant downtown.
- Facilitate private development within the Zone for the public purpose of developing and diversifying the economy of the Zone, eliminating unemployment or underemployment in the Zone, and developing or expanding transportation, business and commercial activity in the Zone.

The following specific objectives set the framework for the planned public improvements within the Zone:

- Improve street and pedestrian lighting within the Zone.
- Assist with the costs of environmental remediation, interior and exterior demolition, fire corridor improvements and facade improvements to encourage redevelopment of underutilized downtown office space and create retail opportunities.
- Purchase façade beautification/conservation easements to ensure that new construction and/or redevelopment projects are compatible with surrounding historic buildings, particularly with regard to building quality.
- Coordinate linkages with the DART light rail transit mall by extending streetscape improvements from the transit mall to the surrounding Downtown and Uptown areas.
- Direct overall development of the Downtown Connection area through the application of design standards for public improvements and design guidelines for private development.
- Encourage development of residential housing, including conversions of existing office space.
- Encourage redevelopment of street-front retail.
- Complement and protect existing historic structures.

On October 19, 2005, the City amended the Creation Ordinance to allow for commercial tax abatements pursuant to Chapter 312 to be granted prior to the issuance of any debt obligation.

On February 22, 2006, the City Council approved an historic tax abatement with respect to a historic property located at 1907 Elm Street (known as the Tower Petroleum Building), which is located within the Zone. The historic tax abatement is to consist of an abatement on the added value of the structure only (excluding land and adjoining structures) for a fifteen year period to commence upon satisfaction of certain conditions that are to be the subject of a development agreement between the City and the developer of said property. Based on current property values, the City estimates that the tax revenue foregone over the fifteen year period will be approximately $2.9 million.

On March 28, 2006, the Issuer delivered its Tax Increment Contract Revenue Bonds, Taxable Series 2006, in the aggregate principal amount of $50,605,343.10 (the "2006 Bonds"), the proceeds of which were used to fund Project Costs within the Zone, establishing the initial Reserve Requirement, and to pay certain costs of issuance of the 2006 Bonds. The Bonds will be on a parity with the 2006 Bonds.

The Board of Directors of the Zone currently is considering making several amendments to the Plan. All amendments to the Plan must be approved by the City Council of the City after the Board of Directors of the Zone approves the amendments and recommends the approval thereof. The proposed Plan amendments being considered include:

a. Establishment of retail initiative/streetscape improvement budget category
b. Allowance for TIF grants
c. Updates of District budget assumptions, projects and tax rolls
d. Correction to amount of bonds to be sold
e. Expansion of affordable housing policy and description of expenditure of affordable housing funds

See Appendix D for detailed description of Plan amendments.

Under the terms of the Creation Ordinance, the Zone shall terminate on December 31, 2035.

STAFF DESCRIPTION

The following individuals within the Economic Development Department of the City apply a portion of their time to the Zone:

Karl Zavitkovsky is Director of the Office of Economic Development. Mr. Zavitkovsky was Managing Director and Commercial Real Estate Division Executive for the Central United States with Bank of America's Real Estate Group for 16 years, prior to his retirement in June, 2005. Mr. Zavitkovsky graduated from William and Mary where he majored in economics. He

also earned a Masters Degree from Georgetown's School of Foreign Service, after which he served as a Captain in the U.S. Marine Corps and a Peace Corps Director in Bolivia.

Vernae Martin, Assistant Director, Office of Economic Development. Ms. Martin has over 20 years of experience in the fields of public administration, urban and regional planning, community and economic development. Her experience includes managing economic development initiatives to facilitate land use, transportation, housing and commercial development connections at the local and regional levels. Ms. Martin holds a Bachelors Degree in Urban Studies from St. Olaf College - Northfield, MN, completed graduate studies at the University of North Carolina - Chapel Hill in urban and regional planning, and holds a Masters of Business Administration from Kennesaw State University, Kennesaw, GA.

Karl Stundins, Manager, Area Redevelopment, Economic Development Department. Mr. Stundins has over 26 years experience in the fields of public administration, urban development, development planning, historical preservation and economic development. His experience is in both urban and suburban environmental and reflects the most recent and innovative concepts. Mr. Stundins holds a Masters Degree from the University of Iowa in Urban and Regional Planning and a Masters of Business Administration from Drake University.

Dorcy Clark, Downtown Senior Coordinator, Office of Economic Development. Ms. Clark has 10 years experience working with the City in planning and economic development. She holds a Bachelors Degree from the University of Pennsylvania in Urban Studies and a Masters Degree in City Planning, also from the University of Pennsylvania.

TABLE ONE – TOP TEN TAXPAYERS IN THE ZONE (CERTIFIED TAX ROLL)

Taxpayers	Property Description	2007 Taxable Value	Percent of 2007 Taxable Value[1]
2215 Cedar Springs Apts Ltd.	Residential	$ 104,000,000	10.04%
Crescent Real Estate/Plaza Hotel	Office/Retail/Hotel	84,321,370	8.14%
International Center/Rolex	Office	70,136,850	6.77%
Gables Realty LP/Cole Apratments/LG Magnolia (Gables)	Residential	67,717,790	6.53%
Hunt Dallas Office LP	Office	59,631,620	5.75%
Zom Rosewood LP	Residential	50,000,000	4.82%
Sciroev Texas Partners LP/Akard Holding LP/Elm Street Protfolio/Elm Towers	Office	30,791,390	2.97%
Clover Quadrangle Corp.	Office/Retail	28,094,890	2.71%
Guidestone Financial Res of the Southern Baptist Convention	Office	22,000,000	2.12%
Greenway Cedar Spring LP/Maple LP/ Carlisle LP	Office/Residential	21,912,400	2.11%

[1] Represents percentage of the Zones's Taxable Value of $1,036,281,722, as of August, 2007, in anticipation of City Council approval of the Plan Amendment.

TABLE TWO – HISTORICAL ASSESSED VALUATION APPLICABLE TO THE ZONE

Tax Year	Net Taxable Assessed Value	Captured Appraised Value	Tax Increment Revenue	Tax Increment Revenue City[2]	Tax Increment Revenue Dallas County[2]
2005	$ 561,696,137 [1]	Base Year	$ -	$ -	$ -
2006	759,033,448	197,337,311	1,527,223	1,295,085	232,138
2007	1,036,281,722	474,585,585	3,672,936	3,194,483	558,326

(1) The base year has been adjusted from $560,036,207 to accommodate boundary additions and deletions made prior to the issuance of the 2006 Bonds and to accommodate account consolidation/duplications.

(2) The City has agreed to participate in the Downtown Connection TIF District for a period of 30 years at a rate of 90% of its Tax Increment (exclusive of the Continental Building Tax Increment) and the County has agreed to participate for a period of 20 years at a rate of 55% of its Tax Increment (exclusive of the Continental Building Tax Increment).

TABLE THREE – PRO FORMA TIF DEBT SERVICE REQUIREMENTS

Date	Outstanding Bonds				The Bonds*				Total Outstanding Debt
	Principal	Coupon	Interest	Total	Principal	Coupon	Interest**	Total	
09/30/08	-		-	-	$ -		975,218.22	$ 975,218.22	$ 975,218.22
09/30/09	-		-	-	-		1,290,730.00	1,290,730.00	1,290,730.00
09/30/10	$ 1,107,704.90		282,295.10	1,390,000.00	-		1,290,730.00	1,290,730.00	2,680,730.00
09/30/11	1,458,003.15		476,996.85	1,935,000.00	-		1,290,730.00	1,290,730.00	3,225,730.00
09/30/12	1,626,894.00		653,106.00	2,280,000.00	289,047.70		1,371,682.30	1,660,730.00	3,940,730.00
09/30/13	1,645,264.95		799,735.05	2,445,000.00	849,114.00		1,591,616.00	2,440,730.00	4,885,730.00
09/30/14	1,706,356.00		973,644.00	2,680,000.00	867,491.10		1,668,238.90	2,535,730.00	5,215,730.00
09/30/15	1,720,879.80		1,134,120.20	2,855,000.00	1,121,054.55		1,874,675.45	2,995,730.00	5,850,730.00
09/30/16	2,040,385.20		1,539,614.80	3,580,000.00	858,326.05		1,817,403.95	2,675,730.00	6,255,730.00
09/30/17	2,161,062.75		1,863,937.25	4,025,000.00	668,680.00		1,767,050.00	2,435,730.00	6,460,730.00
09/30/18	2,267,103.75		2,197,896.25	4,465,000.00	506,331.20		1,704,398.80	2,210,730.00	6,675,730.00
09/30/19	2,285,133.20		2,474,866.80	4,760,000.00	526,033.90		1,779,696.10	2,305,730.00	7,065,730.00
09/30/20	2,385,862.50		2,864,137.50	5,250,000.00	417,462.30		1,728,267.70	2,145,730.00	7,395,730.00
09/30/21	2,373,319.00		3,151,681.00	5,525,000.00	890,000.00		1,290,730.00	2,180,730.00	7,705,730.00
09/30/22	2,403,224.00		3,516,776.00	5,920,000.00	895,000.00		1,240,089.00	2,135,089.00	8,055,089.00
09/30/23	2,374,236.40		3,815,763.60	6,190,000.00	930,000.00		1,189,163.50	2,119,163.50	8,309,163.50
09/30/24	2,442,922.70		4,287,077.30	6,730,000.00	700,000.00		1,136,246.50	1,836,246.50	8,566,246.50
09/30/25	2,307,515.10		4,422,484.90	6,730,000.00	490,000.00		1,096,416.50	1,586,416.50	8,316,416.50
09/30/26	2,179,174.00		4,550,826.00	6,730,000.00	120,000.00		1,068,535.50	1,188,535.50	7,918,535.50
09/30/27	2,057,630.20		4,672,369.80	6,730,000.00	385,000.00		1,061,707.50	1,446,707.50	8,176,707.50
09/30/28	1,942,412.60		4,787,587.40	6,730,000.00	930,000.00		1,039,801.00	1,969,801.00	8,699,801.00
09/30/29	1,833,319.30		4,896,680.70	6,730,000.00	1,270,000.00		986,419.00	2,256,419.00	8,986,419.00
09/30/30	1,730,081.10		4,999,918.90	6,730,000.00	1,805,000.00		913,521.00	2,718,521.00	9,448,521.00
09/30/31	1,632,294.20		5,097,705.80	6,730,000.00	2,035,000.00		809,914.00	2,844,914.00	9,574,914.00
09/30/32	1,543,660.10		5,186,339.90	6,730,000.00	2,155,000.00		693,105.00	2,848,105.00	9,578,105.00
09/30/33	1,459,871.60		5,270,128.40	6,730,000.00	2,280,000.00		569,408.00	2,849,408.00	9,579,408.00
09/30/34	1,380,592.20		5,349,407.80	6,730,000.00	2,410,000.00		438,536.00	2,848,536.00	9,578,536.00
09/30/35	1,305,687.30		5,424,312.70	6,730,000.00	2,545,000.00		300,202.00	2,845,202.00	9,575,202.00
09/30/36	1,234,753.10		5,495,246.90	6,730,000.00	2,685,000.00		154,119.00	2,839,119.00	9,569,119.00
Total	**$ 50,605,343.10**	**-**	**90,184,656.90**	**140,790,000.00**	**$ 28,628,540.80**	**-**	**$ 34,138,350.92**	**$ 59,210,213.50**	**$ 203,556,891.72**

*Preliminary, subject to change.

**Interest on the Series 2007 Bonds has been estimated at an average interest rate of 5.86%.

TABLE FOUR -PROJECTED REVENUE ADEQUACY FOR THE BONDS

Projected Coverage		
Maximum Annual Requirements of Principal and Interest[(1)]	$ 9,579,408	
Projected Tax Increment Revenue at 100% Collections[(2)]	22,453,002	
Times Coverage on Maximum Annual Debt Service Requirements	2.34	x

[(1)] Maximum Annual Requirement in 2033.
[(2)] As of 2033.

THE DEVELOPMENT AGREEMENT

GENERAL

The Development Agreement, dated October 5, 2005, by and among the City, the Issuer, FC Merc, FC Continental Complex, L.P., a Texas limited partnership, FC Atmos, L.P., a Texas limited partnership and FC Merc Lessee Complex, LLC, a Texas limited liability company (the "Development Agreement") sets forth the respective obligations of the City and the Developer with respect to the development of the land within the boundaries of the Zone. FC Merc, FC Continental Complex, L.P., FC Atmos, L.P. and FC Merc Lessee Complex, LLC are collectively referred to in the Development Agreement as "Forest City". In accordance with the terms of the Development Agreement, FC Merc has purchased property within the Zone (the "Mercantile Block") and, in conjunction with the Plan, a minimum of $110,000,000 (including the purchase price for the Mercantile Block and all pre-development, development and construction costs (hard and soft) shall be paid, payable or actually incurred pursuant to the Development Agreement by or on behalf of FC Merc with respect to the Mercantile Block and improvements thereon including all such expenditures incurred or paid by FC Merc before the date of the Development Agreement) for the renovation and construction of a mixed-use retail and residential development consisting of at least the following improvements (collectively, the "Mercantile Block Improvements"): (i) approximately 375 multifamily units, (ii) approximately 30,000 square feet of ground floor retail space, and (iii) approximately 375 parking spaces; which shall include the renovation of the building located at 1704 Main Street (the "Mercantile Tower") and certain new construction (the "New Construction"). FC Merc has commenced with the remediation and redevelopment of the Mercantile Tower, the remediation and demolition the remainder of the existing improvements on the balance of the Mercantile Block (including the Dallas, Securities and the Annex Buildings) and the construction of the New Construction. FC Merc or its designated affiliate will be entitled to reimbursement for Mercantile Block Project costs set forth in the approved budget for the Mercantile Block Project in the amount of $58,000,000 (the "Mercantile Block Reimbursable Costs"). Included in the $110,000,000 amount are the Mercantile Block Reimbursable Costs.

Forest City Enterprises, Inc. ("Enterprises"), the parent company of Forest City, has provided the City and FC Merc's construction lender a completion guaranty for the lien-free completion of the Mercantile Block Project in accordance with the plans and specifications therefor and otherwise in form and substance acceptable to FC Merc's construction lender. The New Construction and redevelopment of the Mercantile Tower shall be substantially completed in accordance with the terms of the Development Agreement within 36 months following the date that FC Merc receives satisfactory evidence of its construction loan and furnishes such evidence to the City. FC Merc estimates that construction of the New Construction and redevelopment of the Mercantile Tower shall be substantially completed by October, 2008.

In the Development Agreement, the City agreed to reimburse the cost of environmental remediation or abatement, demolition, construction of improvements, or otherwise pay reimbursable costs described in the Development Agreement, such reimbursement, with respect to the aggregate Mercantile Block Reimbursable Costs, being limited to $58,000,000. In the Development Agreement, it was anticipated that the City may expend general revenue funds and/or issue, or approve the issuance by the Issuer of, bonds or other obligations secured in whole or in part with tax increments collected within the Zone. Subject to the certain conditions set forth in the Agreement, the City agreed that it would use "reasonable efforts" (as defined in the Development Agreement) to issue bonds in the approximate amount of $34,000,000 on or about April 1, 2006, with the balance of the Mercantile Block Reimbursable Costs to be funded by the anticipated issuance of bonds on or before June 1, 2007. In satisfaction of the requirements of the Development Agreement, the Issuer delivered the 2006 Bonds on March 28, 2006. $43,694,989.65 in proceeds from the sale of the 2006 Bonds were used to fund Mercantile Block Reimbursable Costs. The Bonds are intended to provide the remaining funds the City is obligated to provide under the terms of the Development Agreement to fulfill its obligation to reimburse the Mercantile Block Reimbursable Costs, as well as certain additional Project Costs. The total Project Costs to be funded with proceeds of the Tax Increment Contract Revenue Bonds, including the Bonds, are as follows:

Needs/Obligations

$	58,000,000	Mercantile Complex
	2,500,000	Continental Building
		Ground Lease Funds to be Reprogrammed
	2,500,000	to Retail/Streetscape Improvements
	3,000,000	Affordable Housing
	66,000,000	Total Needs/Obligations
$	43,694,990	Sold in 1st Bond Sale (project costs)
$	22,305,010	Remaining to be sold (project costs)

THE TRI-PARTY AGREEMENT

The Tri-Party Agreement by and among the City, the Zone and the Issuer, vests in the Issuer the authority to issue the Bonds or to enter into other contractual obligations with the Developer that are to be repaid from moneys to be paid by the City and the Zone to the Issuer from Tax Increments pursuant to the Tri-Party Agreement and pursuant to the economic development program approved by the City Council pursuant to Resolution No. 05-2549, adopted on August 29, 2005, in furtherance of the implementation of the Plan.

The Issuer is expressly granted the right and authority in the Tri-Party Agreement from time to time to issue and incur "DDDA Obligations" upon such terms and conditions as the Issuer and the City shall determine to be necessary or desirable to implement the Plan. The DDDA Obligations may be in the form of a bond, note or in the form of a contractual obligation with the Developer, consistent with the Plan in exchange for the obligation of the Issuer to repay such costs from future payments made by the City and the Zone to the Issuer pursuant to the Tri-Party Agreement. The 2006 Bonds and the Bonds constitute, and the Bonds will constitute, DDDA Obligations under the terms of the Tri-Party Agreement.

Under the Tri-Party Agreement, the Issuer has agreed to commence the process to issue and sell bonds from time to time, at such times and in such amounts as are required to produce bond proceeds in an amount sufficient to accommodate the construction of improvements within the Zone and to pay other Project Costs as necessary. The issuance of bonds by the Issuer is subject to the approval of the City by a resolution duly adopted by the City Council.

In accordance with the terms of the Tri-Party Agreement, the City established the Tax Increment Fund and has deposited therein all Tax Increment. During the term of the Tri-Party Agreement, the City is required to pay to the Issuer, on a monthly basis on the first business day of the month, all Contract Tax Increment then available in the Tax Increment Fund for deposit into the Pledged Revenue Fund established by the Issuer in the Indenture pursuant to the Tri-Party Agreement.

The Issuer is required by the Tri-Party Agreement to use the monies in the Pledged Revenue Fund in accordance with the description of the flow of funds outlined in the Plan. For a description of the flow of funds from the Pledged Revenue Fund, see "SECURITY AND SOURCE OF PAYMENT—Contract Tax Increment" herein.

To assist with the implementation of the Plan for the Zone, the City Council has established an economic development program for the Zone, and will consider making grants or loans from its general fund to various entities, including the Issuer. To the extent such grants or loans are to be secured by a pledge of ad valorem taxes, the funding of such grants and loans shall be subject to annual appropriation by the City Council. Grant payments will be restricted to the payment of Project Costs, including the payment of debt service on any DDDA Obligations to finance Project Costs, and the funding of any necessary reserve fund or capitalized interest accounts and the payment of the costs of issuance of DDDA Obligations, in accordance with the Plan. The obligation of the City to make grant payments is subject to the sufficiency of lawfully available funds. To the extent grant payments are not secured by ad valorem taxes, such grant payments shall not be considered or treated as debt of the City. To date, no such grants have been requested by the Issuer or funded by the City.

The obligation of the City and the Zone to the Issuer under the Tri-Party Agreement is limited to the Contract Tax Increment of the City and the other Taxing Units which are received by the City. The Tri-Party Agreement does not create any obligation on the City or the Zone which is payable from taxes or other moneys of the City other than the Contract Tax Increments which are collected by the City. The obligation of the City and the Zone to the Issuer shall be subject to the rights of any of the holders of bonds, notes or other obligations that have heretofore or are hereafter issued by the City, the County, and any other Taxing Units

that may contribute Tax Increment to the Tax Increment Fund that are payable from or secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the City, the County, and any such other Taxing Units. In the Tri-Party Agreement, the City covenants and agrees, for so long as any DDDA Obligation secured by Tax Increments is outstanding and unpaid, to annually assess, levy and collect its ad valorem taxes within the Zone.

The obligations of the City and the Zone to make payments to the Issuer from the sources and in the manner described set forth in the Tri-Party Agreement are absolute and unconditional, and, until such time as all bonds and obligations incurred pursuant to the Tri-Party Agreement have been fully paid or provided for in accordance with their terms or the date of expiration of the Zone, whichever comes first, the City and the Zone will not suspend or discontinue any payments provided for in the Tri-Party Agreement and will not terminate the Tri-Party Agreement for any cause, including the failure of the Issuer to perform or observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with the Tri-Party Agreement.

The Tri-Party Agreement will terminate upon the termination of the Zone. A party may terminate its performance under the Tri-Party Agreement only upon default by another party. A default shall occur if a party fails to perform or observe any of the terms and conditions and such failure is not cured within the 30-day cure period. No termination of the Tri-Party Agreement, however, will affect the obligation of the City and Reinvestment Zone Eleven to pay from Contract Tax Increment an amount that will permit the Issuer to pay its bonds, notes or other obligations issued or incurred pursuant to the Tri-Party Agreement prior to termination. The Tri-Party Agreement may be amended upon mutual written consent of the parties thereto.

LETTER OF UNDERSTANDING

The Development Agreement among the City, the Issuer, and Forest City provides that the City will use reasonable efforts to effect the sale of bonds by the City or the Issuer on or before June 1, 2007 in an amount to fund the balance of Mercantile Block Reimbursable Costs not previously funded with the first issue of bonds. On March 28, 2006, the Issuer delivered the 2006 Bonds to fund approximately $40,690,000 in Mercantile Block Reimbursable Costs. Based on the latest draw schedule provided to the City by Forest City, however, the proceeds from the second bond sale will not be needed by Forest City until February 2008 and, therefore, the City proposed, and Forest City agreed in a letter of understanding delivered November 29, 2006, to delay the second bond sale from a date no later than June 1, 2007 to a date no later than December 31, 2007.

EVIDENCE OF CONSTRUCTION LOAN COMPLETION GUARANTY

The City received the Construction Loan Agreement and the Guaranty of Completion for the Mercantile Complex, dated October 3, 2006.

FIRST SUPPLEMENT TO DEVELOPMENT AGREEMENT

On August 9, 2006, the First Supplemental Agreement with Forest City was executed, specifying that the City direct the Issuer to expend bond proceeds originally intended for the purchase of the Mercantile Block Ground Lease Parcel for the Main Street Corridor in such manner as the Issuer in its sole discretion shall deem appropriate.

On November 2, 2005, the City Council, by passing Resolution No. 05-3196, authorized the acquisition of the Ground Lease Parcel, including the exercise of the right of eminent domain, if such became necessary, as contemplated by, and provided for in, Section 1.02 of the Development Agreement. Section 1.02 of the Development Agreement specified that $2,500,000 of the DDDA bonds were to be allocated to the possible future payment by the City of condemnation costs in excess of the first $3,500,000 of condemnation costs to be paid by FC Merc.

In lieu of condemnation, FC Merc entered into a Purchase Agreement dated March 7, 2006, by and between the sellers described therein, collectively, as seller, and FC Merc, as purchaser, to acquire the fee simple interest in the Ground Lease Parcel for $4,000,000 (the "Ground Lease Purchase Price").

FC Merc requested the City to consent to FC Merc's acquisition of the fee simple interest in the Ground Lease Parcel, and the City agreed to do so on the terms and conditions set forth in the First Supplemental Agreement, including, but not limited to allowing the City to direct the Issuer to expend bond proceeds for the enhancement of the Main Street Corridor in such manner as the Issuer in its sole discretion shall deem appropriate.

On September 13, 2007, the Board of Directors of the Issuer recommended utilizing the funds for Retail Initiative/Streetscape Improvements within the Zone.

SECOND SUPPLEMENT TO DEVELOPMENT AGREEMENT

On June 13, 2007, the City Council authorized Supplemental Agreement No. 2 to the Development Agreement among the City, the Issuer, and Forest City to extend the completion date of the Continental Building from October 3, 2009 to June 3, 2011. In

consideration for the extension and without affecting existing conditions and penalties of the Development Agreement for delaying development of the Atmos Complex, Forest City agreed to (1) delay the first payment from Zone revenues completion of environmental remediation to start of construction on the Continental Building as evidenced by execution of the construction contract; (2) initiate a due diligence process on the Atmos Complex and advise the City by December 31, 2007, of their future intentions regarding redevelopment of the property; (3) provide a timetable, including a construction schedule and completion date for the Atmos Complex if the decision is made to go forward with such redevelopment; and (4) make available for use by the City, at the option of the City, the ground floor of the Continental Building after Forest City vacates the premises of their temporary offices.

THE DEVELOPER

BACKGROUND

Enterprises is a $7.3 billion real estate company headquartered in Cleveland, Ohio. The company is principally engaged in the ownership, development, acquisition and management of mixed-use, commercial, residential and land development projects throughout the United States.

THE DEVELOPMENT/MERCANTILE STATUS UPDATE

Construction commenced on the project in January 2006. As of mid-August 2007, the renovation of the Mercantile Tower is approximately 70 percent complete, the parking garage structure is nearly complete and construction of the new apartment building, the Dallas Building, has commenced. The total investment in the Mercantile Block development project is expected to exceed $35,000,000, not including the Atmos Energy Complex or the Continental Building. The redevelopment/development of this block will subtract over 1 million square feet of previously vacant office space from the tax rolls and replace it with between 366 and 375 apartment units with a minimum of 40,000 square feet of ground floor retail.

The developer has indicated that development of the project has remained on schedule to achieve the completion goal in October 2008. Due to the sequencing of construction, rental units will be available in the Mercantile Tower in early 2008. The City has also demolished the block adjacent to the Mercantile Block for the development of the Main Street Gardens Park, which was a requirement under the Development Agreement.

HISTORICAL TAX ABATEMENT

The City will grant historical tax abatement on the added value of the Mercantile Tower for a period of 10 years from the first day of the first tax year after verification of the rehabilitation of the Mercantile Tower subject to all requirements for building designation and qualified rehabilitation in Section 51A-11.103 for the Dallas City Code and subject to the approval of the board of directors of the Zone, the City Council and each participating taxing unit in the Zone (currently, the County). Such abatement shall be extended for an additional 5 years if the Mercantile Tower is 45% occupied and more than 50% of the floor area is converted to residential use and/or 65% of the ground floor is converted to retail use. If the historic designation is not secured for the Mercantile Tower, thereby making the property ineligible for the historic tax abatement, the City will grant a tax abatement pursuant to Chapter 312 of the Tax Code on the added value of the Mercantile Tower for 10 years and the City shall make a grant under Chapter 380 of the Texas Local Government Code to Enterprises subject to future City Council approval and appropriation in an amount equal to a tax abatement which would have been available during the remaining 5 year period had the historical designation been granted. Also see "RISK FACTORS-Change in State Law Affecting City Economic Development Program".

NEW CONSTRUCTION TAX ABATEMENT

The City will grant 100% tax abatement for a period of 10 years on the added value of the New Construction subject to the approval of the board of directors of the Zone, the City Council and each participating taxing unit in the Zone (currently, the County). Such tax abatement agreement shall provide for the exemption of the real property only to the extent its value exceeds its value for the year in which the tax abatement agreement is executed. The tax abatement for the Mercantile Tower and the New Construction will be provided pursuant to the Certificate of Eligibility and Tax Abatement Agreement between the City and Enterprises.

AD VALOREM TAXATION AS IT PERTAINS TO PARTICIPATING TAXING UNITS

TAXING UNITS

Tax increment revenues received by the Zone are derived from taxes collected by the Participants that levy, assess, and collect ad valorem taxes in the Zone:

1. The City
2. The County

The City has agreed to contribute its Tax Increment to the Fund for the term of the Zone, which is scheduled to expire on December 31, 2036, or until the budget of $189.8 million (net present value) is reached. In the Participation Agreement, the County has agreed to contribute its Tax Increment to the Fund at a rate of 55% of incremental value during the first twenty years of the term of the Zone, capped at a net present value of $18.5 million.

GENERAL FEATURES OF THE STATE PROPERTY TAX CODE

The Property Tax Code (codified as Title I, Tax Code, V.T.C.A., and referred to herein as the "Property Tax Code") requires property to be appraised at 100% of market value as of January 1 of each year. The appraisal of taxable property in the Zone for the Taxing Units is the responsibility of the Dallas Central Appraisal District (the "Appraisal District"), a county-wide agency created under the Property Tax Code for that purpose. The Appraisal District reappraises property in Dallas County on a rotating basis such that all property is reappraised once every three years. The Property Tax Code limits the increase in the appraised value of a residence homestead to ten percent of the appraised value of the property for the last year in which the property was appraised multiplied by the number of years since the property was last appraised.

Taxable values determined by the chief appraiser of the Appraisal District are submitted for review and equalization to an appraisal review board (the "Appraisal Review Board") by property owners or the Taxing Units, and the Appraisal Review Board's orders are appealable to a state district court.

Section 26.05 of the Property Tax Code provides that the governing body of a Taxing Unit is required to adopt the annual tax rate for the unit before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the taxing unit, and a failure to adopt a tax rate by such required date will result in the tax rate for the Taxing Unit for the tax year to be the lower of the effective tax rate calculated for that tax year or the tax rate adopted by the Taxing Unit for the preceding tax year. Furthermore, Section 26.05 provides the governing body of a Taxing Unit may not adopt a tax rate that exceeds the lower of the rollback tax rate or the effective tax rate until two public hearings are held on the proposed tax rate following a notice of such public hearing (including the requirement that notice be posted on the Taxing Unit's website if the Taxing Unit owns, operates or controls an internet website and public notice be given by television if the Taxing Unit has free access to a television channel) and the governing body of the Taxing Unit has otherwise complied with the legal requirements for the adoption of such tax rate. If the adopted tax rate exceeds the rollback tax rate, the qualified voters of the Taxing Unit by petition may require that an election be held to determine whether to reduce the tax rate adopted for the current year to the rollback tax rate. "Effective tax rate" means the rate that will produce last year's total tax levy (adjusted) from this year's total taxable values (adjusted). "Adjusted" means lost values are not included in the calculation of last year's taxes and new values are not included in this year's taxable values. "Rollback tax rate" means the rate that will produce last year's maintenance and operation tax levy (adjusted) from this year's values (adjusted) multiplied by 1.08 plus a rate that will produce this year's debt service from this year's values (unadjusted) divided by the anticipated tax collection rate.

The value of property is assessed for purposes of taxation in each Taxing Unit on January 1 of each year (except for business inventory which may, at the option of the taxpayer, may be assessed as of September 1); taxes become due and payable October 1 of the same year, and become delinquent on February 1 of the following year. Split payments are not permitted. Discounts are not allowed. Taxpayers 65 years old or older are permitted by State law to pay taxes on homesteads in four installments with the first due on or before January 31 of each year and the final installment due on or before July 31.

TAXABLE PROPERTY AND EXEMPTIONS

All real property located in the Taxing Units and certain personal property is taxable unless exempt by law. With certain exceptions, intangible personal property is not taxable.

Reference is made to the Property Tax Code for identification of property subject to taxation; property exempt or which may be exempted from taxation, if claimed; the appraisal of property for ad valorem taxation purposes; and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

Article VIII of the State Constitution ("Article VIII") and State law provide for certain exemptions from property taxes, the valuation of agricultural and open-space lands at productivity value, and the exemption of certain personal property from ad

valorem taxation. Under Section 1-b, Article VIII, and State law, the governing body of a political subdivision, at its option, may grant either or both of the following: (1) an exemption of not less than $3,000 of the market value of the residence homestead of persons 65 years of age or older and the disabled from all ad valorem taxes thereafter levied by the political subdivision; and/or (2) an exemption of up to 20% of the market value of residence homesteads; minimum exemption is $5,000. In addition, school districts have a state-mandated exemption of $15,000.

In the case of residence homestead exemptions granted under Section 1-b, Article VIII, ad valorem taxes may continue to be levied against the value of homesteads exempted where ad valorem taxes have previously been pledged for the payment of debt if cessation of the levy would impair the obligation of the contract by which the debt was created.

Texas law provides that school district taxes imposed by the Taxing Units on residential homesteads of persons 65 years of age or older may not be increased beyond the amount of tax imposed in the first year the taxpayer qualified that residential homestead for the additional $10,000 exemption for persons 65 years of age or older. This limitation also applies to surviving spouses who are at least 55 years of age. An exception to this tax ceiling is provided where the value of the property is enhanced by certain improvements. Over-65 homestead owners are permitted to transfer their over-65 ceiling to a different home.

In a statewide election held on September 13, 2003, voters approved an amendment to Section 1-b, Article VIII of the Texas Constitution ("Section 1-b"), that would authorize a county, city, town or junior college district to establish an ad valorem tax freeze on residence homesteads of the disabled and of the elderly and their spouses. The City and the County are now authorized to freeze ad valorem taxes on residence homesteads of persons who are disabled or sixty-five years of age or older. If the governing body of the City or the County, respectively, does not take action to establish the tax limitation, voters within the City or the County may submit a petition signed by five percent of the registered voters of the City or the County, as the case may be, requiring the governing body of the City or the County to call an election to determine by majority vote whether to establish the tax limitation.

If the tax limitation is established, the total amount of ad valorem taxes imposed by the City or the County on a homestead that receives the exemption may not be increased while it remains the residence homestead of that person or that person's spouse who is disabled or sixty-five years of age or older, except to the extent the value of the homestead is increased by improvements (other than maintenance, repairs or improvements required to comply with governmental requirements). If a disabled or elderly person dies in a year in which the person received a residence homestead exemption, the total amount of ad valorem taxes imposed on the homestead by the taxing unit may not be increased while it remains the residence homestead of that person's surviving spouse if the spouse is fifty-five years of age or older at the time of the person's death. In addition, the Texas Legislature by general law may provide for the transfer of all or a proportionate amount of the tax limitation applicable to a person's homestead to be transferred to the new homestead of such person if the person moves to a different residence within the taxing unit. Once established, the governing body of the taxing unit may not repeal or rescind the tax limitation.

The County enacted the ad valorem tax freeze authorized by Section 1-b effective January 1, 2008. The City has not taken any action regarding this constitutional amendment. The Issuer can make no representations or predictions concerning the impact such a tax limitation would have on the taxing rates of the City or the County, the impact such a tax limitation may have on the amount of the Tax Increments that may be collected within the Zone, or the impact on the ability of the Issuer to make debt service payments on the Bonds.

State law and Section 2, Article VIII, mandate an additional property tax exemption for disabled veterans or the surviving spouse or children of a deceased veteran who died while on active duty in the armed forces; the exemption applies to either real or personal property with the maximum amount of assessed valuation exempted ranging from $5,000 to $12,000.

The Property Tax Code limits the increase in the appraised value of a homestead residence to ten percent of the appraised value of the property for the last year in which the property was appraised multiplied by the number of years since the property was last appraised.

Article VIII provides that eligible owners of both agricultural land (Section l-d) and open-space land (Section l-d-l), including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity. The same land may not be qualified under both Section 1-d and l-d-l. Nonbusiness personal property, such as automobiles or light trucks, is exempt from ad valorem taxation unless the governing body of a political subdivision elects to tax this property. Boats owned as nonbusiness property are exempt from ad valorem taxation.

Article VIII, Section 1-j of the Texas Constitution provides for "freeport property" to be exempted from ad valorem taxation. Freeport property is defined as goods detained in Texas for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication. The exemption became effective for the 1990-91 fiscal year and thereafter unless action to tax such property has been taken prior to April 1, 1990. Decisions to continue to tax may be reversed in the future; decisions to exempt freeport property are not subject to reversal.

The City and the other taxing units within its territory may agree to jointly create tax increment financing zones, under which the taxes on increased property values in the Zone are dedicated to financing public improvements within the Zone. The City also may enter into tax abatement agreements to encourage economic development. Under the agreements, a property owner agrees to construct certain improvements on its property. The City in turn agrees not to levy a tax on all or part of the increased value attributable to the improvements until the expiration of the agreement. The abatement agreement could last for a period of up to 10 years.

COLLECTION OF DELINQUENT TAXES

Taxes levied by a Taxing Unit are a personal obligation of the owner of the property. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed for the year on the property. The lien exists in favor of the State and each taxing unit, including the Taxing Unit, having the power to tax the property. The Taxing Unit's tax lien is on a parity with tax liens of all other such taxing units. A tax lien on real property has priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty and interest. At any time after taxes on property become delinquent, the Taxing Unit may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the Taxing Unit must join other taxing units that have claims for delinquent taxes against all or part of the same property. The ability of the Taxing Unit to collect delinquent taxes through foreclosure proceedings may be adversely affected by the amount of taxes owed to other taxing units, adverse market conditions, taxpayer redemption rights, bankruptcy proceedings and other proceedings affecting creditors' rights, which restrain the collection of a taxpayer's debt. Federal bankruptcy law provides that an automatic stay of actions by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents taxing units from foreclosing property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Charges for penalty and interest on the unpaid balance of delinquent taxes are made as follows:

Month	Penalty	Interest	Total
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent on July 1, a 15% attorney's collection fee is added to the total tax, penalty and interest charge. Under certain circumstances, taxes which become delinquent on the homestead of a taxpayer 65 years old or older incur a penalty of 8% per annum with no additional penalties or interest assessed. In general, property subject to the City's lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due the City and all other taxing entities. Federal law does not allow for the collection of penalty and interest against an estate in bankruptcy. Federal bankruptcy law provides that an automatic stay of action by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases, post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

THE TAX CODE AS IT APPLIES TO THE CITY

1. The City grants an exemption of 20% of the market value of residence homesteads; the minimum exemption is $5,000.

2. The City grants an additional exemption to the market value of the residence homestead of persons 65 years of age or older or disabled, of $64,000; disabled veterans are granted an exemption of $5,000 to $12,000 dependent upon the amount of disability.

3. The City does not tax nonbusiness personal property.

   The City has a Public/Private Partnership Program tax abatement policy, the terms of which were was last approved by the City Council in April 2007. The City's guidelines governing tax abatement agreements provide for availability of

tax abatement for both new facilities and structures, and for the expansion and modernization of existing facilities and structures. Under the City's current guidelines, financial resources may be used as private development incentives for the following categories of eligible projects: (1) Southern Dallas Enterprise Zones and Commercial Zone "S" – projects creating or retaining at least 25 jobs or having a minimum investment of $1,000,000 may receive up to a 90% abatement for 10 years on added real estate value or up to 50% abatement for 5 years on net new business personal property; (2) Northern Dallas Enterprise Zones – projects creating or retaining at least 200 jobs or having a minimum investment of $10,000,000 may receive up to a 90% abatement for 10 years on added real estate value or up to 50% abatement for 5 years on net new business personal property; (3) Northern Dallas Commercial Zone "N" – projects creating or retaining at least 250 jobs or having a minimum investment of $15,000,000 are viewed on a case-by-case basis; (4) Central Business District – projects creating or retaining at least 250 jobs or having a minimum investment of $25,000,000 may receive up to a 75% abatement for 5 years on net new business personal property or projects in non-TIF District sites require a minimum 750 jobs and $100,000,000 investment for a tax abatement on real property up to 90% for 10 years; (5) Non-conforming Projects – special projects viewed on a case-by-case basis that are special projects/unique developments and competitive situations involving job creation and retention; (6) residential projects in the Central Business District may receive real property tax abatements of up to 90% for 10 years or a grant in lieu of a tax abatement; and (7) transit-oriented development projects which meet the minimum cumulative investment of $300,000,000 for mixed-use, commercial, retail, and/or residential projects near light-rail stations where at least one of the projects is in Southern Dallas.

Pursuant to an amendment to the tax abatement policy adopted in May 2001, a company may receive up to a 10% bonus to the approved abatement in each category (real and net new business personal property), if a company agrees to hire and pay at least 80% of the employees at "Living Wage". This rule applies when comparable jobs in the City or elsewhere within the company pay less than a living wage. However, the overall abatement in each category may not exceed 100%.

4. The City took action to tax freeport property for fiscal year 1990-91, but granted the exemption for fiscal year 1991-92 and thereafter.

5. The County bills and collects ad valorem taxes for the City under contract.

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TABLE FIVE- VALUATION AND FUNDED DEBT HISTORY

Fiscal Year Ended 9/30	Estimated Population[1]	Taxable Assessed Valuation[2]	Taxable Assessed Valuation Per Capita	Net G.O. Tax Debt Outstanding at End of Year[3]	Ratio of Net G.O. Tax Debt to Taxable Assessed Valuation	Net G.O. Tax Debt Per Capita
2002	1,203,050	$ 65,218,425,933	$ 54,211	$ 761,715,548	1.17%	$ 633
2003	1,205,350	66,483,637,119	55,157	723,302,721	1.09%	600
2004	1,224,000	66,501,655,057	54,331	834,280,000	1.25%	682
2005	1,250,650	67,579,877,637	54,036	1,327,252,609	1.96%	1,061
2006	1,260,950	70,843,801,880	56,183	1,423,817,609	2.01%	1,129
2007	1,280,500	76,792,536,880	59,971	1,668,942,609	1.97%	1,302

[1] Source: North Central Texas Council of Governments.

[2] Source: Certified Tax Rolls.

[3] Represents general obligation debt, excluding accreted interest and tax increment financing district bonds, payable from ad valorem taxes.

TABLE SIX - TAX RATE LEVY AND COLLECTION HISTORY

Fiscal Year Ended 9/30	Tax Rate	General Fund	Interest and Sinking Fund	Current Tax Levy	% Current Collections	% Total Collections
2001	$ 0.6675	$ 0.4723	$ 0.1952	$ 401,692,235	97.76%	98.87%
2002	0.6675	0.4780	0.1895	435,332,994	96.05%	97.37%
2003	0.6998	0.5111	0.1887	465,252,492	96.06%	97.19%
2004	0.6998	0.5243	0.1755	465,378,582	96.46%	97.87%
2005	0.7197	0.5483	0.1714	486,372,382	96.88%	98.16%
2006	0.7417	0.5445	0.1972	525,448,479	97.25%	98.27%
2007	0.7292	0.5448	0.1844	559,971,178	96.22% [1]	97.12% [1]

(1) On September 26, 2007, the City Council approved a tax rate of ___, of which ____ shall be allocated to the General Fund and _____ shall be allocated to the Interest and Sinking Fund.

(2) Year to Date as of August 31, 2007.

TAX RATE LIMITATION

All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax debt within the limits prescribed by law. Article XI, Section 5, of the Texas Constitution is applicable to the City, and limits its maximum ad valorem tax rate to $2.50 per $100 assessed valuation for all City purposes. The City operates under a Home Rule Charter, which adopts the constitutional provisions.

THE TAX CODE AS IT APPLIES TO THE COUNTY

1. The County grants an exemption of 20% of the market value of residence homesteads; the minimum exemption is $5,000.

2. The County grants an additional exemption to the market value of the residence homestead of persons 65 years of age or older or disabled, of $69,000.

3. The County does not tax nonbusiness personal property.

4. The County has never opted to grant the provision under the Property Tax Code amendment allowing the continuation of debt service payments on exempted taxable properties.

5. Dallas County bills and collects its own ad valorem taxes.

6. Dallas County enacted a tax freeze for all disabled and years old and older 65 homeowners, effective January 1, 2008.

TABLE SEVEN – VALUATION, TAX RATE AND COLLECTION HISTORY

Tax Year	Taxable Assessed Valuation	Total Tax Rate	Distribution		% Current Collections	% Total Collections
			Local Maintenance	Interest & Sinking Fund		
2000/01	$ 113,990,507,122	$ 0.19600	$ 0.16250	$ 0.03350	97.69%	98.40%
2001/02	123,661,472,213	0.19600	0.16550	0.03050	96.64%	97.53%
2002/03	126,261,793,442	0.19600	0.16550	0.03050	95.80%	96.54%
2003/04	127,660,441,063	0.20390	0.17962	0.02428	96.92%	97.99%
2004/05	129,617,491,048	0.20390	0.17191	0.03199	97.14%	98.48%
2005/06	135,408,062,459	0.21390	0.18511	0.02879	97.54%	98.49%
2006/07	158,357,737,000	0.21390	0.19415	0.01975	97.97% (1)	98.94% (1)

(1) County Year-to-date as of August 31, 2007.

FUNDED DEBT AND TAX RATE LIMITATIONS:

LIMITED TAX BONDS OR CERTIFICATES PAYABLE FROM THE $0.80 CONSTITUTIONAL TAX RATE

V.T.C.A. Government Code, Chapter 1301, limits the amount of bonds or certificates that may be issued for certain purposes, such as total indebtedness for the purposes herein below listed not to exceed a sum of 5% of assessed valuation, as follows:

Courthouse Bonds	2.00% of assessed valuation
Jail Bonds	1.50% of assessed valuation
Courthouse and Jail Bonds	3.50% of assessed valuation
Bridge Bonds	1.50% of assessed valuation

Article VIII, Section 9, of the Texas Constitution, imposes a limit of $0.80 per $100 assessed valuation for all constitutional purposes, including general fund, permanent improvement fund, road and bridge fund and jury fund, and debt service of bonds, warrants and certificates of obligation issued against such funds. Administratively, the Attorney General of the State of Texas

will permit a maximum allocation of $0.40 of the $0.80 constitutional tax rate based on 90% collections for limited tax debt service.

UNLIMITED TAX ROAD BONDS

Article III, Section 52, Texas Constitution, provides that unlimited tax road bond debt may not exceed 25% of the County's assessed valuation.

ROAD MAINTENANCE

Article VIII, Section 9, of the Texas Constitution and by statute (V.T.C.A. Transportation Code, Chapter 251), provides that up to $0.15 per $100 assessed valuation may be levied, no part of which may be used for debt service.

FARM TO MARKET AND/OR FLOOD CONTROL

Imposed by statute (V.T.C.A. Transportation Code, Chapter 251), $.30 per $100 assessed valuation; no allocation prescribed by statute between debt service and maintenance (Article VIII, Sec. I-a, Texas Constitution).

CERTAIN FEDERAL INCOME TAX CONSIDERATIONS

GENERAL

The following discussion is a summary of certain expected material federal income tax consequences of the purchase, ownership and disposition of the Bonds (also referred to herein as the "Bonds"). It is based in part on an opinion of Co-Bond Counsel, and on the Code, the regulations promulgated thereunder, published revenue rulings and court decisions currently in effect, all of which are subject to change. The Internal Revenue Service (the "Service") has not yet issued regulations or rulings relating to the treatment of obligations such as the Bonds, and as such said opinion and this summary of federal income tax consequences are subject to modification by the eventual issuance of regulations or rulings or by subsequent administrative or judicial interpretation, which could apply retroactively. The following discussion is applicable to investors other than those investors who are subject to special provisions of the Code, such as life insurance companies, tax-exempt organizations, foreign taxpayers and taxpayers who may be subject to the alternative minimum tax or personal holding company provisions of the Code. This summary is further limited to investors who will hold the Bonds as "capital assets" (generally, property held for investment) within the meaning of Section 1221 of the Code. **INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE BONDS IN THEIR PARTICULAR CIRCUMSTANCES BEFORE DETERMINING WHETHER TO PURCHASE BONDS**.

IRS CIRCULAR 230 NOTICE

In compliance with requirements promulgated by the Service, investors are advised that any U.S. tax advice contained in this communication is not intended or written to be used, and cannot be used, for the purpose of avoiding tax penalties or in connection with marketing or promotional materials.

PERIODIC INTEREST PAYMENTS AND ORIGINAL ISSUE DISCOUNT

On the date of initial delivery of the Taxable Bonds, Co-Bond Counsel will render an opinion that the Bonds are not obligations described in section 103(a) of the Code. Accordingly, the stated interest paid on the Bonds or original issue discount, if any, accruing on the Bonds will be included in "gross income" within the meaning of section 61 of the Code of the owners and be subject to federal income taxation when received or accrued, depending upon the tax accounting method applicable to the owner thereof.

DISPOSITION OF BONDS

An owner will recognize gain or loss on the redemption, sale or exchange of a Taxable Bond equal to the difference between the redemption or sale price (exclusive of any amount paid for accrued interest) and the owner's tax basis in the Taxable Bond. Generally, the owner's tax basis in the Taxable Bond will be the owner's initial cost. Any gain or loss generally will be a capital gain or loss and either will be long-term or short-term depending on whether the Taxable Bond has been held for more than one year.

Under statutes, regulations, published rulings and court decisions existing on the date of initial delivery of the Bonds, purchasers of the Bonds who do not purchase the Bonds in the initial public offering at the initial public offering price (a "subsequent purchaser") will generally be required, on the disposition of a Taxable Bond, to recognize as ordinary income a portion of the gain, if any, to the extent of the accrued "market discount". Market discount is the amount by which the price paid for a Taxable Bond by a subsequent purchaser is less than the Taxable Bond's "stated redemption price at maturity" (or, in the case of a Taxable Bond issued at an original issue discount, if any, the Taxable Bond's "revised issue price"). In such instances, section 1277 of the Code also may apply so as to defer the deductibility of all or a portion of the interest incurred by a subsequent purchaser with respect to amounts borrowed to acquire a Taxable Bond with market discount.

REQUIRED REPORTING TO INTERNAL REVENUE SERVICE

Subject to certain exceptions, interest payments made to the owners with respect to the Bonds will be reported to the Service. Such information will be filed each year with the Service on Form 1099 which will reflect the name, address and taxpayer identification number of the registered owner. A copy of Form 1099 will be sent to each registered owner of a Taxable Bond for federal income tax reporting purposes.

OTHER FEDERAL INCOME TAX CONSEQUENCES

The Code requires debt obligations, such as the Bonds, to be issued in registered form and denies certain tax benefits to the Issuer and the holders of obligations failing this requirement. The Issuer shall issue the Bonds in registered form.

Interest paid to an owner of a Taxable Bond ordinarily will not be subject to withholding of federal income tax if such owner is a United States person. A United States person, however, will be subject to withholding of such tax at a rate set forth in section 3406 of the Code. This withholding generally applies if the owner of a Taxable Bond (i) fails to furnish to the issuer such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes the issuer an incorrect TIN, (iii) fails to report properly interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the issuer or such owner's broker with a certified statement, signed under penalty or perjury, that the TIN provided to the issuer is correct and that such owner is not subject to backup withholding.

Holders of the Bonds should be aware that the deposit by the Issuer of monies or Government Obligations with the Trustee and the release of the Indenture (a "defeasance") for federal income tax purposes could result in the recognition by the holder of taxable income (or loss), without any corresponding receipt of monies by the holder. In addition, for federal tax purposes, the character and time of receipt of payments on the Bonds subsequent to any such defeasance also could be affected. Holders are advised to consult their own tax advisors with respect to the tax consequences resulting from such events.

STATE AND LOCAL TAXES AND FOREIGN PERSONS

Investors should consult their own tax advisors concerning the tax implications of holding and disposing of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

OTHER INFORMATION

RATINGS

The Bonds have received ratings of "__" by Standard & Poor's Rating Services, a Division of The McGraw-Hill Companies ("S&P"), and "___" by Moody's Investors Service, Inc. ("Moody's"). Additionally, the Bonds have been assigned ratings of "Aaa" and "AAA" based on the issuance of a policy of the Policy issued by _____(see "_____"). An explanation of the significance of such ratings may be obtained from Moody's or S&P. The rating of such rating service reflects only the views of such rating service and the Issuer makes no representation as to the appropriateness of the rating. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either or both of such rating companies, if in the judgment of such company, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price and marketability of the Bonds.

INVESTMENT POLICY

The City invests its investable funds in investments authorized by Texas law and in accordance with its written investment policy approved by the City Council of the City. Both State law and the City's investment policy are subject to change. Any investment of funds by the Issuer must conform to the City's investment policy.

Legal Investments . . . Under Texas law, the City is authorized to invest in (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, (2) direct obligations of the State of Texas or its agencies and instrumentalities, (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States, (4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent, (6) bonds issued, assumed or guaranteed by the State of Israel, (7) certificates of deposit meeting the requirement of the Texas Public Funds Investment Act (Chapter 2256, Texas Government Code, the "PFIA") that are issued by or through an institution that either has its main office or a branch in Texas and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for City deposits, (8) fully collateralized repurchase agreements that have a defined termination date, are fully secured by obligations described in clause (1), and are placed through a primary government securities dealer or a financial institution doing business in the State of Texas, (9) bankers' acceptances with a stated maturity of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency, (10) commercial paper that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank, (11) no-load money market mutual funds registered with and regulated by the Securities and Exchange Commission that have a dollar weighted average stated maturity of 90 days or less and include in their investment objectives the maintenance of a stable net asset value of $1 for each share, (12) no-load mutual funds registered with the Securities and Exchange Commission that have an average weighted maturity of less than two years, invest exclusively in obligations described in the preceding clauses, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than "AAA" or its equivalent, and (13) public funds investment pools that have an advisory board which includes participants in the pool and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than "AAA" or its equivalent or no lower than investment grade with a weighted average maturity no greater than 90 days. Texas law also permits the City to invest bond proceeds in a guaranteed investment contract, subject to limitations as set forth in the PFIA.

A political subdivision such as the City may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (6) above, clauses (10) through (12) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State of Texas; and (iv) the agreement to lend securities has a term of one year or less.

The City may also contract with an investment management firm registered under the Investment Advisor Act of 1940 (15 U.S.C. Section 80b.1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term of up to two years, but the City retains ultimate responsibility as fiduciary of its assets.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Additional Provisions . . . Under Texas law, the City is required to invest its funds through an investment officer, under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that includes a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment and the maximum average dollar-weighted maturity allowed for pooled fund groups. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly, the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and

end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) State law. The investment officers responsible for the investment of City funds must be designated by the City Council.

Under Texas law, the City is additionally required to: (1) annually review its adopted policies and strategies, (2) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council, (3) require a qualified representative of firms seeking to sell securities to the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented in an effort to preclude unauthorized investment activities, and (c) deliver a written statement attesting to these requirements, (4) perform an annual audit of the management controls on investments and adherence to the City's investment policy, (5) provide specific investment training for the Treasurer, Chief Financial Officer and investment officers, (6) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse repurchase agreement, (7) restrict the investment in non-money market mutual funds to no more than 15% of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service and, further, not invest any portion of bond proceeds, reserves or funds held for debt service in non-money market mutual funds, and (8) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements.

City Investment Policy . . . City policy requires investments in accordance with applicable Texas law. The City's Statement of Investment Policy does not permit the investment of City funds in all eligible investments permitted by Texas law. Of those eligible investments described above under "Legal Investments", bankers' acceptances, commercial paper, certain collateralized mortgage obligations, reverse repurchase agreements, no-load mutual funds, State of Israel bonds and guaranteed investment contracts are not authorized for investment purposes under the City's Statement of Investment Policy. The City generally invests in obligations of the United States or its agencies and instrumentalities and in "AAA-m" rated no-load money market mutual funds. In addition to such limitations, the City's Investment Policy permits the investment of bond funds (including debt service and reserve funds) in the manner permitted by the respective ordinances authorizing the issuance of bonds. The City does not currently engage in securities lending programs as permitted by the PFIA, and has no present intention to do so.

Neither the PFIA nor the City's Investment Policy govern the investment of pension and other deferred compensation funds, and those funds are not included in the investment totals below.

Current Investments . . . As of August 31, 2007 the following percentages by investment type applied to the City's investable funds, which had an unaudited aggregate book value of $1,894,721,379.56.

Type of Investment Based on Book Value

	Book Value	Percentage
U.S. Treasuries	$ 254,438,278.58	13.43%
U.S. Agencies	1,272,009,994.70	67.13%
Money Market Mutual Funds and Pools	368,273,100.28	19.44%

As of such date, the market value of such investments (as determined by the City by reference to published quotations, dealer bids and comparable information) was $1,896,439,439.12.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any jurisdiction. The Issuer assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code) provides that the Bonds are negotiable instruments governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking fund of municipalities or other political subdivisions or public agencies of the State of Texas. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with at least $1 million of capital and savings and loan associations. The Bonds are eligible to secure deposits of any public funds of the state, its agencies

and political subdivisions, and are legal security for those deposits to the extent of their market value. For political subdivisions in Texas which have adopted investment policies and guidelines in accordance with the PFIA, the Bonds may have to be assigned a rating of "A" or its equivalent as to investment quality by a national rating agency before such obligations are eligible investments for sinking funds and other public funds. No review by the Issuer has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states.

The Issuer has made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes. The Issuer has made no review of laws in other states to determine whether the Bonds are legal investments for various institutions in those states.

LEGAL OPINIONS AND NO-LITIGATION CERTIFICATE

The Issuer will furnish a complete transcript of proceedings held incident to the authorization and issuance of each series of the Bonds, including the unqualified approving legal opinion of the Attorney General of Texas approving the Bonds and to the effect that the Bonds are valid and legally binding special obligations of the Issuer, and based upon examination of such transcript of proceedings, the approving legal opinion of Co-Bond Counsel, to like effect. The customary closing papers, including a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain the issuance and delivery of the Bonds, or which would affect the provision made for their payment or security, or in any manner questioning the validity of said Bonds will also be furnished. In its capacity as Co-Bond Counsel, it has reviewed the information contained in this Official Statement under the captions "THE BONDS" (except with respect to information under the subheadings" Book-Entry-Only System" and "Global Clearance Procedures", as to which no opinion is expressed), "SECURITY AND SOURCE OF PAYMENT", "THE ZONE", "THE TRI-PARTY AGREEMENT", THE DEVELOPMENT AGREEMENT", "GENERAL INFORMATION REGARDING THE CITY – Investment Policy", "CERTAIN FEDERAL INCOME TAX CONSIDERATIONS", "OTHER INFORMATION - Legal Investments and Eligibility to Secure Public Funds in Texas", "OTHER INFORMATION - Legal Opinions and No-Litigation Certificate" and "OTHER INFORMATION – Continuing Disclosure of Information" (except for the financial and statistical information contained under any such captions, as to which no opinion is expressed) to determine that the information contained under such captions is a fair and accurate summary of the information purported to be shown. The respective legal fees to be paid Co-Bond Counsel for services rendered in connection with the issuance of the Bonds are contingent on the sale and delivery of the Bonds. The respective legal opinions will accompany the Bonds deposited with DTC or will be printed on the definitive Bonds in the event of the discontinuance of the Book-Entry-Only System. In connection with the transactions described in this Official Statement, Co-Bond Counsel represents only the Issuer and the City. The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the partners to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction. Certain legal matters will be passed upon for the Issuer and the City by the Dallas City Attorney, and certain legal matters will passed upon for the Underwriters by their co-counsel, Locke Liddell & Sapp PLLC (or its successor), Dallas, Texas and Adorno Yoss White & Wiggins, LLP, Dallas, Texas.

The Issuer will furnish the Underwriters a certificate, executed by one or more duly authorized representatives of the Issuer, and dated as of the date of delivery of the Bonds, to the effect that there is not pending, and to the knowledge of those signing said certificate, there is not threatened, any litigation affecting the validity of the Bonds, or the levy and/or collection of taxes for the payment thereof, or the organization or boundaries of the Zone, or the title of the officers thereof to their respective offices, the organization of the Issuer, or the title of the officers thereof to their respective offices, and that no additional bonds or other indebtedness have been issued since the date of the statement of indebtedness or nonencumbrance certificate submitted to the Attorney General of Texas in connection with approval of the Bonds.

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Resolution, the Issuer has made the following agreement for the benefit of the holders and beneficial owners of the Bonds of each series. The Issuer is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the Issuer will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to certain information vendors. This information will be available to securities brokers and others who subscribe to receive the information from the vendors.

Annual Reports . . . The Issuer will provide certain updated financial information and operating data to certain information vendors annually. The information to be updated includes all quantitative financial information and operating data with respect to the Zone, the Fund, the City and the County of the general type included in this Official Statement under Tables numbered one through seven and the captions "THE TAX CODE AS IT APPLIES TO THE CITY" and "THE TAX CODE AS IT APPLIES TO THE COUNTY".

The Issuer will update and provide this information within six months after the end of each fiscal year ending in or after 2007. The Issuer will provide the updated information to each nationally recognized municipal securities information repository ("NRMSIR") and to any state information depository ("SID") that is designated by the State of Texas and approved by the staff of the United States Securities and Exchange Commission (the "SEC").

The Issuer may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12 (the "Rule"). The updated information will include audited financial statements, if the Issuer commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Issuer will provide audited financial statements when and if the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles described or incorporated be reference in Exhibit B to the Bond Resolution (the accounting principles described in the notes to such financial statements) or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation. The Issuer's financial statements are included within the Comprehensive Annual Financial Report of the City.

The Issuer's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the Issuer changes its fiscal year. If the Issuer changes its fiscal year, it will notify each NRMSIR and any SID of the change.

Material Event Notices . . . The Issuer will also provide timely notices of certain events to certain information vendors. The Issuer will provide notice of any of the following events with respect to the Bonds, if such event is material to a decision to purchase or sell the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions or events affecting the tax-exempt status of the Tax-Exempt Bonds; (7) modifications to rights of holders of the Bonds; (8) Bond calls; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds; and (11) rating changes. Neither the Bonds nor the Bond Resolution make any provision for liquidity or credit enhancement facilities. In addition, the Issuer will provide timely notice of any failure by the Issuer to provide information, data, or financial statements in accordance with its agreement described above under "Annual Reports." The Issuer will provide each notice described in this paragraph to any SID and to either each NRMSIR or the Municipal Securities Rulemaking Board ("MSRB").

Availability of Information from NRMSIRs and SID . . . The Issuer has agreed to provide the foregoing information only to NRMSIRs and any SID. The information will be available to holders of Bonds only if the holders comply with the procedures and pay the charges established by such information vendors or obtain the information through securities brokers who do so.

The Municipal Advisory Council of Texas (the "MAC") has been designated by the State of Texas and approved by the SEC staff as a qualified SID. The address of the MAC is 600 West 8th Street, P. O. Box 2177, Austin, Texas 78768-2177, and its telephone is (512) 476-6947.

The Issuer may effect any and all filings required pursuant to its undertaking under the Rule through the use of the facilities of Disclosure USA or other central post office approved by the SEC for such purpose.

Limitations and Amendments . . . The Issuer has agreed to update information and to provide notices of material events only as described above. The Issuer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The Issuer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The Issuer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach, whether negligent or without fault on its part, of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of Bonds may seek a writ of mandamus or specific performance to compel the Issuer to comply with its agreement.

The Issuer may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. If the Issuer so amends the agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings . . . The continuing disclosure agreements made by the Issuer in the Bond Resolution are the first such agreements made by the Issuer. During the last five years, neither the City nor the County has failed to comply with its prior continuing disclosure undertakings made pursuant to the Rule.

CONTINUING DISCLOSURE UNDERTAKING OF SIGNIFICANT PARTICIPANTS

The Issuer has agreed to provide or cause the City, the County and each other Participant whose contribution of Tax Increment comprises at least twenty percent (20%) of the aggregate amount of all Tax Increment payable in a Fiscal Year (a "Significant Participant") to provide annually to each NRMSIR and any SID financial information and operating data with respect to the Significant Participant of the general type hereinafter described. The term "Significant Participant" includes (i) any Participant that is a Significant Participant as of the date of adoption of the Bond Resolution (an "Existing Significant Participant") and (ii) a Participant that, as a result of future events becomes a Significant Participant (a "Future Significant Participant"). Any Existing Significant Participant (or the Issuer, on its behalf) must agree to provide, within six months after the end of each fiscal year thereof ending on or after 2007, financial information and operating data with respect thereto of the nature included in the Significant Participant's general purpose financial statements (the "Significant Participant Undertaking"). Any financial statements so to be provided shall be prepared in accordance with the accounting principles customarily used by the Significant Participant, or such other accounting principles as such Existing Significant Participant may be required to employ from time to time pursuant to state law or regulation. Any Future Significant Participant or the Issuer on its behalf must agree to provide, within six months after the end of each fiscal year thereof ending in or after the year the Participant became a Significant Participant, financial information and operating data with respect thereto of the nature required by the Significant Participant Undertaking. Any financial statements so to be provided shall be prepared in accordance with the accounting principles customarily used by the Significant Participant, or such other accounting principles as such Significant Participant may be required to employ from time to time pursuant to state law or regulation. In any case, if such Significant Participant commissions an audit of such statements and the audit is completed within the period during which they must be provided, the financial statements to be provided shall be audited. If the audit of such financial statements is not complete within such period, then such Significant Participant (or the Issuer on its behalf) shall provide unaudited financial statements and thereafter audited financial statements for the applicable fiscal year to the Issuer, each NRMSIR and any SID, when and if the audit report on such statements become available.

Currently, the City contributes more than 80% of the Tax Increments paid into the tax increment fund for the Zone, and it is not anticipated that any other Participant will be treated as a Significant Participant during the term of the Zone.

CO-FINANCIAL ADVISORS

First Southwest Company and Estrada Hinojosa & Company, Inc. are employed as Co-Financial Advisors to the Issuer in connection with the issuance of the Bonds. The Co-Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. First Southwest Company and Estrada Hinojosa & Company, Inc., in their capacity as Co-Financial Advisors, have relied on the opinion of Co-Bond Counsel and have not verified and do not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Co-Financial Advisors to the Issuer have provided the following sentence for inclusion in this Official Statement. The Co-Financial Advisors have reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the Issuer and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Co-Financial Advisors do not guarantee the accuracy or completeness of such information.

UNDERWRITING

The Underwriters have agreed, subject to certain conditions to purchase the Bonds from the Issuer, at an underwriting discount of $_____. The Underwriters will be obligated to purchase all of the Bonds if any Bonds are purchased. The Bonds to be offered to the public may be offered and sold to certain dealers (including the Underwriters and other dealers depositing Bonds into investment trusts) at prices lower than the public offering prices of such Bonds, and such public offering prices may be changed, from time to time, by the Underwriters.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

FORWARD -LOOKING STATEMENTS

The statements contained in this Official Statement and in any other information provided by the Issuer or the City that are not purely historical are forward-looking statements, including statements regarding the Issuer's and the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the Issuer and the City on the date hereof, and neither the Issuer nor the City assume any obligations to update any such forward-looking statements. It is important to note that the actual results for the Zone could differ materially from those in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners, and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Issuer and the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

The Bond Resolution will also approve the form and content of this Official Statement, and any addenda, supplement or amendment thereto, and authorize its further use in the reoffering of the Bonds by the Underwriters.

MYRON MIMS
President, Board of Directors
Dallas Downtown Development Authority

DAVID K. COOK
Chief Financial Officer, City of Dallas, Texas

SCHEDULE I

ACCRETED VALUE TABLE

APPENDIX A

THE BOND RESOLUTION

APPRENDIX B

EXCERPTS FROM THE

CITY OF DALLAS, TEXAS

COMPREHENSIVE ANNUAL

FINANCIAL REPORT

For the Year Ended September 30, 2006

The information contained in this Appendix consists of excerpts from the City of Dallas, Texas Comprehensive Annual Financial Report for the Year Ended September 30, 2006, and is not intended to be a complete statement of the City's financial condition. Reference is made to the complete Report for further information.

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

APPENDIX D

THE TRI-PARTY AGREEMENT

APPENDIX E

FORECAST OF TIF REVENUE FLOWS FOR THE ZONE

APPENDIX F

FORM OF CO-BOND COUNSEL OPINION

APPENDIX G

SPECIMEN INSURANCE POLICY

October 10, 2007

WHEREAS, Downtown Dallas Development Authority (the "Authority") was created under the auspices of the City of Dallas, Texas (the "City"); and

WHEREAS, the Authority was created in part for the purpose of assisting the reinvestment Zone Number Eleven, City of Dallas, Texas (the "Zone") in implementing the "Project and Financing Plan" with respect to the economic development of property within the Zone; and

WHEREAS, the City reserved the right to approve the issuance of bonds by the Authority to fulfill the purposes described in said Project and Financing Plan; and

WHEREAS, it is deemed necessary and advisable that this resolution be adopted; **Now, Therefore,**

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

Section 1. That the resolutions (herein referred to as the "Resolution") to be adopted by the Authority, in substantially the form and substance as attached to this Resolution and made a part hereof for all purposes, are hereby approved and tax increment contract revenue bonds in a principal amount not to exceed $30,000,000 (the "Bonds"), may be issued for the purpose of providing all or a portion of the cost of the projects as specified in the Resolution (the "Project"); and said Resolution, Bonds and Project are hereby approved.

Section 2. That the bond purchase contract between the Authority and the underwriters named therein, in substantially the form attached, (See Attachment 1) to this resolution and made a part hereof for all purposes, is hereby approved. The foregoing notwithstanding, the Bond Purchase Agreement may not be executed unless (1) the principal amount of the Bonds is no greater than $30,000,000, (2) the "net effective interest rate" borne by the Bonds is no greater than 10%, and (3) the Bonds shall mature on or before August 31, 2036.

Section 3. That the City agrees that, in connection with the sale and delivery of the Bonds, the City shall comply with the provisions of Section 6.4(e) of the Resolution.

Section 4. That the City Council covenants that it will not amend the Developer Agreement or the County Agreement in a manner that adversely affects the rights of the holders of the Bonds or other Obligations of the Authority.

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

RESOLUTION AUTHORIZING THE ISSUANCE OF DOWNTOWN DALLAS DEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, TAXABLE SERIES 2007, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $_____; APPROVING A BOND PURCHASE AGREEMENT AND OTHER CONTRACT DOCUMENTS RELATING TO THE BONDS; AND CONTAINING OTHER PROVISIONS RELATED THERETO

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DOWNTOWN DALLAS DEVELOPMENT AUTHORITY:

ARTICLE I

RECITALS

WHEREAS, by Ordinance No. 26020, adopted on June 8, 2005 (the "Creation Ordinance"), the City of Dallas, Texas (the "City"), created Tax Increment Financing Reinvestment Zone Number Eleven, City of Dallas, Texas ("TIRZ Eleven") pursuant to Chapter 311, Texas Tax Code, and approved a preliminary project plan for TIRZ Eleven and a preliminary reinvestment zone financing plan for TIRZ Eleven; and

WHEREAS, by Resolution No. 05-1755, adopted on June 8, 2005, the City authorized the creation of the Downtown Dallas Development Authority (the "Corporation") to aid, assist and act on behalf of the City in the performance of the City's governmental and proprietary functions with respect to TIRZ Eleven and neighboring areas as described in the Creation Ordinance; and

WHEREAS, by Resolution No. 05-2545, adopted on August 29, 2005, the City approved the execution of that certain Agreement by and among the City, TIRZ Eleven, and the Corporation (the "Tri-Party Agreement"), pursuant to which the City delegated to the Corporation certain duties and responsibilities with respect to TIRZ Eleven, including, but not limited to, the power to issue, sell or deliver its bonds, notes or other obligations in accordance with the terms of the Tri-Party Agreement; and

WHEREAS, by Resolution No. 05-2549, adopted on August 29, 2005, the City Council adopted a program pursuant to Chapter 380 of the Texas Local Government Code (the "Chapter 380 Program") whereby the City may make economic development loans or grants from City general funds or from tax increment revenues to TIRZ Eleven or to the Corporation in furtherance of implementing the Project and Financing Plan (as herein defined); and

WHEREAS, on March 8, 2006, the Corporation adopted a "RESOLUTION AUTHORIZING THE ISSUANCE OF DOWNTOWN DALLAS DEVELOPMENT AUTHORITY TAX INCREMENT CONTRACT REVENUE BONDS, TAXABLE SERIES 2006, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $51,000,000; APPROVING A BOND PURCHASE AGREEMENT AND OTHER CONTRACT DOCUMENTS RELATING TO THE TAXABLE SERIES 2006 BONDS; AND CONTAINING OTHER PROVISIONS RELATED THERETO" (the "Bond Resolution"); and

WHEREAS, pursuant to the terms of the Bond Resolution, the Corporation approved that certain Indenture of Trust by and between the Corporation and U.S. Bank National Association dated as of March 1, 2006 (the "Indenture"), pursuant to which the Corporation set forth the terms and conditions by which it could issue, sell or deliver its bonds, notes or other obligations in accordance with the terms of the Indenture to fund Project Costs for the benefit of TIRZ Eleven, established various Funds and Accounts for the benefit of the owners of such bonds, notes or other obligations, and assigned and pledged to the Trustee such Funds and Accounts for the benefit of such owners; and

WHEREAS, pursuant to the terms of the Bond Resolution, the Corporation approved the Tri-Party Agreement, effective as of March 8, 2006; and

WHEREAS, by Resolution No. 06-0873, adopted on March 8, 2006, the City approved the terms of the Bond Resolution, the sale of bonds in an amount not to exceed $51,000,000, and approved the Indenture; and

WHEREAS, pursuant to the terms of the Bond Resolution and the Indenture, on March 28, 2006, the Corporation issued and delivered its Downtown Dallas Development Authority Tax Increment Contract Revenue Bonds, Taxable Series 2006, issued in the aggregate principal amount of $50,605,343.10 (the "Series 2006 Bonds"); and

WHEREAS, the Corporation reserved the right in the Indenture to issue "Additional Parity Bonds" (as defined in the Indenture) on a parity with the Series 2006 Bonds; and

WHEREAS, the bonds hereinafter authorized shall constitute "Additional Parity Bonds" under the terms of the Indenture; and

WHEREAS, the City is not located in a county with a population of 2.1 million or more residents; and

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

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

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

The term "Audit" shall mean the audited annual financial statements of the Corporation prepared by an independent auditor.

The term "Authorized Denominations" shall mean $5,000 or any integral multiple of $5,000 in principal amount or Maturity Amount, as the case may be.

The term "Authorized Representative" shall mean the President or any Vice President of the Corporation, the Treasurer of the Corporation, or any other person designated by the Board of Directors of the Corporation to act in such capacity.

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

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

The term "Indenture" shall mean the Indenture of Trust dated as of March 1, 2006 between the Corporation and U.S. Bank National Association, and its successors in that capacity.

The term "Issuance Date" shall mean the date on which the Series 2007 Bonds are authenticated by the Registrar and delivered to and paid for by the Underwriters.

The term "MAC" shall mean the Municipal Advisory Council of Texas.

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

The term "NRMSIR" shall mean each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

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

The term "Prior Resolution" shall mean the resolution authorizing the issuance of the Series 2006 Bonds.

The term "Project" shall mean the improvements described in the Project and Financing Plan that are eligible to be financed with the proceeds of bonds, including the Series 2007 Bonds.

The term "Purchase Contract" shall mean the Bond Purchase Agreement between the Corporation and the Underwriters, executed in connection with the sale of the Series 2007 Bonds.

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

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

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

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

The term "Series 2006 Bonds" shall mean the Corporation's Tax Increment Contract Revenue Bonds, Taxable Series 2006, originally issued in the aggregate principal amount of $50,605,343.10.

The term "Series 2007 Bonds" or "Bonds" shall mean the Corporation's Tax Increment Contract Revenue Bonds, Taxable Series 2007, authorized by this Resolution.

The term "SID" shall mean any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

The term "Underwriters" shall mean _____, and such other investment banking firms named in the Purchase Contract.

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

ARTICLE III

TERMS OF THE BONDS

Section 3.1: Maximum Amount, Purpose, Authorization. The Series 2007 Bonds shall be issued in fully registered form, without coupons, in the aggregate principal amount not to exceed $_____ for the purpose of (1) paying Project Costs (including the funding of affordable housing, as provided for in the Project and Financing Plan, and loans or grants as hereinafter described), (2) making an initial deposit to the Reserve Fund and (3) paying Costs of Issuance, all under and pursuant to the authority of the Act and all other applicable law. None of the proceeds of the Series 2007 Bonds shall be used for the purpose of paying or otherwise providing for educational facilities. Proceeds from the Series 2007 Bonds may be used to fund grants to finance activities that benefit TIRZ Eleven and stimulate business and commercial activity in TIRZ Eleven. The Corporation hereby covenants that the aggregate amount of such grants shall not exceed the amount of Tax Increments produced by the City and paid into the Tax Increment Fund. The Series 2007 Bonds shall constitute Additional Parity Bonds under the terms of, and subject to the conditions set forth in, the Indenture.

Section 3.2: Sale of the Series 2007 Bonds. Each Authorized Representative is hereby authorized to act for and on behalf of the Corporation in connection with the issuance and sale of the Series 2007 Bonds. In that capacity, the Authorized Representative, acting for and on behalf of the Corporation, shall determine the date for issuance and sale of the Series 2007 Bonds and shall approve, execute and deliver the Purchase Contract with the Underwriters. Interest on the Series 2007 Bonds shall be payable on the date or dates described in the Purchase Contract (the "Interest Payment Dates"). The Series 2007 Bonds shall bear or accrue interest at the fixed rate or rates per annum calculated on the basis of a 360-day year of twelve 30-day months, as set forth in the Purchase Contract. There shall be set forth in the Purchase Contract the principal amount of the Series 2007 Bonds to be sold (in no event, however, to exceed the maximum principal amount authorized in Section 3.1 hereof), the price at which the Series 2007 Bonds shall be sold, the principal amortization schedule for the Series 2007 Bonds (including, without limitation, the maturity date or dates for the Series 2007 Bonds (the "Principal Installment Payment Dates") and the designation of any of the maturities of the Series 2007 Bonds as term bonds and any sinking fund payments to be deposited to the credit of the Debt Service Fund relating to any term bond so designated), the redemption features of the Series 2007 Bonds, the rate or rates of interest to be borne by the Series 2007 Bonds, the dated date of the Series 2007 Bonds (the "Dated Date"), and other matters relating to the issuance, sale and delivery of the Series 2007 Bonds, including, without limitation, the designation given to the Series 2007 Bonds and the obtaining of insurance or other forms of credit enhancement with respect to the Series 2007 Bonds; *provided*, that the Purchase Contract must provide for the Series 2007 Bonds to be sold on terms that produce (i) interest rate or rates for the Series 2007 Bonds in a multiple of 1/8 of 1% or 1/20 of 1% or 1/100 of 1%, (ii) a "net effective interest rate" not in excess of 10.00%, and (iii) a final maturity date of the Series 2007 Bonds that shall not extend beyond August 31, 2036. The Authorized Representative's approval of the Purchase Contract shall be conclusively evidenced by the execution thereof.

Section 3.3: Execution of Series 2007 Bonds. The Series 2007 Bonds shall be signed on behalf of the Corporation by an Authorized Representative and countersigned by the Secretary by their manual, lithographed, or facsimile signatures. Such facsimile signatures on the Series 2007 Bonds shall have the same effect as if each of the Series 2007 Bonds had been signed manually and in person by each of said officers. If any officer of the Corporation whose manual or facsimile signature shall appear on the Series 2007 Bonds shall cease to be such officer before the authentication of such Series 2007 Bonds or before the delivery of such Series 2007 Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 3.4: Approval By Attorney General; Registration by Comptroller. The Series 2007 Bonds to be initially issued shall be delivered to the Attorney General of Texas for examination and approval and shall be registered by the Comptroller. The manually executed registration certificate of the Comptroller substantially in the form provided in Exhibit A to this Resolution shall be affixed or attached to the Series 2007 Bonds to be issued and initially delivered to the Underwriters.

Section 3.5: Authentication. Except for the Series 2007 Bonds to be initially issued, which need not be authenticated by an authorized representative of the Registrar, only such Series 2007 Bonds as shall bear thereon a certificate of authentication substantially in the form provided in

Exhibit A to this Resolution, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Resolution or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Series 2007 Bond so authenticated was delivered by the Registrar hereunder.

The Registrar, when it authenticates a Series 2007 Bond, shall cause the Dated Date to be stamped, typed or imprinted on such Series 2007 Bond. Series 2007 Bonds issued on transfer of or in exchange for other Series 2007 Bonds shall bear the same Dated Date as the Series 2007 Bond or Series 2007 Bonds presented for transfer or exchange.

Section 3.6. Payment of Principal and Interest. The Registrar is hereby appointed as the registrar and paying agent for the Series 2007 Bonds. The principal of the Series 2007 Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the Designated Trust Office. The interest on each Series 2007 Bond shall be payable by check payable on the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Register, or by such other method, acceptable to the Registrar, requested by and at the risk and expense of the Owner.

If the date for the payment of principal or interest on any Series 2007 Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date such payment was due.

Section 3.7. Successor Registrars. The Corporation covenants that at all times while any Series 2007 Bond is Outstanding it will provide a commercial bank, trust company or other entity duly qualified and legally authorized to act as Registrar for the Series 2007 Bonds. The Corporation reserves the right to change the Registrar for the Series 2007 Bonds on not less than sixty (60) days written notice to the Registrar, so long as any such notice is effective not less than sixty (60) days prior to the next succeeding Principal Installment Payment Date or Interest Payment Date on the Series 2007 Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or a copy thereof to the new Registrar, and the new Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

Section 3.8. Special Record Date. If interest on any Series 2007 Bond is not paid on any Interest Payment Date and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date". The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Corporation. Such Special Record Date shall be fifteen (15) days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class postage

prepaid, not later than five (5) days prior to the Special Record Date, to each Owner or record of an affected Series 2007 Bond as of the close of business on the day prior to the mailing of such notice.

Section 3.9. Ownership; Unclaimed Principal and Interest. Subject to the further provisions of this Section, the Corporation, the Registrar and any other person may treat the person in whose name any Series 2007 Bond is registered as the absolute Owner of such Series 2007 Bond for the purpose of making and receiving payment of the principal of or interest on such Series 2007 Bond, and for all other purposes, whether or not such Series 2007 Bond is overdue, and neither the Corporation nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Series 2007 Bond in accordance with this Section 3.9 shall be valid and effectual and shall discharge the liability of the Corporation and the Registrar upon such Series 2007 Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Series 2007 Bonds remaining unclaimed by the Owner after the expiration of three (3) years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 3.10. Registration, Transfer, and Exchange. So long as any Series 2007 Bond remains Outstanding, the Registrar shall keep the Register at the Designated Trust Office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Series 2007 Bonds in accordance with the terms of this Resolution.

Each Series 2007 Bond shall be transferable only upon the presentation and surrender thereof at the Designated Trust Office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Series 2007 Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three (3) Business Days after such presentation, a new Series 2007 Bond or Series 2007 Bonds, registered in the name of the transferee or transferees, in Authorized Denominations and of the same maturity, aggregate principal amount, and Dated Date, and bearing or accruing interest at the same rate as the Series 2007 Bond or Series 2007 Bonds so presented.

All Series 2007 Bonds shall be exchangeable upon presentation and surrender thereof at the Designated Trust Office of the Registrar for a Series 2007 Bond or Series 2007 Bonds of the same maturity, Dated Date, and interest rate and in any Authorized Denomination, in an aggregate amount equal to the unpaid principal amount of the Series 2007 Bond or Series 2007 Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Series 2007 Bonds in accordance with the provisions of this Section 3.10. Each Series 2007 Bond delivered in accordance with this Section 3.10 shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2007 Bond or Series 2007 Bonds in lieu of which such Series 2007 Bond is delivered.

The Corporation or the Registrar may require the Owner of any Series 2007 Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Series 2007 Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the Corporation.

The Registrar shall not be required to transfer or exchange any Series 2007 Bond during the period beginning on a Record Date or a Special Record Date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Series 2007 Bond called for redemption during the period beginning thirty (30) days prior to the date fixed for redemption and ending on the date fixed for redemption; *provided, however*, that this limitation shall not apply to the exchange by the Owner of the unredeemed portion of a Series 2007 Bond called for redemption in part.

Section 3.11. Cancellation of Series 2007 Bonds. All Series 2007 Bonds paid or redeemed in accordance with this Resolution, and all Series 2007 Bonds in lieu of which exchange Series 2007 Bonds or replacement Series 2007 Bonds are authenticated and delivered in accordance herewith, shall be canceled and thereafter treated in accordance with the Registrar's document retention policies.

Section 3.12. Mutilated, Lost, or Stolen Series 2007 Bonds. Upon the presentation and surrender to the Registrar of a mutilated Series 2007 Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Series 2007 Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously outstanding. The Corporation or the Registrar may require the Owner of such Series 2007 Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar.

If any Series 2007 Bond is lost, apparently destroyed, or wrongfully taken, the Corporation, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Series 2007 Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Series 2007 Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously outstanding; *provided*, that the Owner thereof shall have:

(1) furnished to the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Series 2007 Bond;

(2) furnished such security or indemnity as may be required by the Registrar to save it and the Corporation harmless;

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

(4) met any other reasonable requirements of the Corporation and the Registrar.

If, after the delivery of such replacement Series 2007 Bond, a bona fide purchaser of the original Series 2007 Bond in lieu of which such replacement Series 2007 Bond was issued presents for payment such original Series 2007 Bond, the Corporation and the Registrar shall be entitled to recover such replacement Series 2007 Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Corporation or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Series 2007 Bond has become or is about to become due and payable, the Corporation in its discretion may, instead of issuing a replacement Series 2007 Bond, authorize the Registrar to pay such Series 2007 Bond.

Each replacement Series 2007 Bond delivered in accordance with this Section 3.12 shall be entitled to the benefits and security of this Resolution to the same extent as the Series 2007 Bond or Series 2007 Bonds in lieu of which such replacement Series 2007 Bond is delivered.

Section 3.13: Redemption. The Series 2007 Bonds are subject to redemption under the conditions, on the dates, and for the redemption prices set forth in the Purchase Contract. If less than all of the Series 2007 Bonds are to be redeemed, the Corporation shall determine the particular Series 2007 Bonds or portions thereof to be redeemed.

Principal amounts or Maturity Amounts, as the case may be, may be redeemed only in integral multiples of $5,000. Upon surrender of any Series 2007 Bond for redemption in part, the Registrar, in accordance with Section 3.10 hereof, shall authenticate and deliver in exchange therefor a Series 2007 Bond or Series 2007 Bonds of like maturity, Dated Date, and interest rate in an aggregate principal amount or Maturity Amount, as the case may be, equal to the unredeemed portion of the Series 2007 Bond so surrendered.

Unless waived by the Owner, notice of any redemption identifying the Series 2007 Bonds to be redeemed in whole or in part shall be given by the Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by United States mail, first class postage prepaid, to the Owner of each Series 2007 Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Series 2007 Bonds are to be surrendered for payment and, if less than all Series 2007 Bonds Outstanding of a particular maturity are to be redeemed, the numbers of the Series 2007 Bonds or portions thereof of such maturity to be redeemed. Any notice given as provided in this Section 3.13 shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Series 2007 Bonds or portions thereof to be redeemed, plus accrued interest, if any, to the date fixed for redemption. When Series 2007 Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Series 2007 Bonds or portions thereof so redeemed shall no longer be regarded as Outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the

redemption date on any Series 2007 Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Should ownership of the Series 2007 Bonds be established in accordance with the book-entry-only system of The Depository Trust Company ("DTC"), the Paying Agent for the Series 2007 Bonds shall notify DTC that in the exercise by DTC of the selection of Series 2007 Bonds for redemption, the Series 2007 Bonds shall be so selected by DTC in such a manner that no beneficial owner of Series 2007 Bonds shall own less than $100,000 in principal amount of any Series 2007 Bonds of any one maturity.

Section 3.14: Limited Obligations. THE SERIES 2007 BONDS ARE A LIMITED OBLIGATION OF THE CORPORATION, PAYABLE SOLELY OUT OF THE TRUST ESTATE, WHICH IS THE SOLE ASSET OF THE CORPORATION PLEDGED THEREFOR. THE SERIES 2007 BONDS ARE OBLIGATIONS SOLELY OF THE CORPORATION AND DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE STATE OF TEXAS, THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, REINVESTMENT ZONE NUMBER ELEVEN, CITY OF DALLAS, TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE OF TEXAS. NEITHER THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, NOR REINVESTMENT ZONE NUMBER ELEVEN, CITY OF DALLAS, TEXAS ARE OBLIGATED TO MAKE PAYMENTS ON THE SERIES 2007 BONDS.

ARTICLE IV

FORM OF SERIES 2007 BONDS AND CERTIFICATES

Section 4.1: Forms. The form of the Series 2007 Bonds, including the form of the Registrar's authentication certificate, the form of assignment, and the form of the Comptroller's Registration Certificate for the Series 2007 Bonds to be initially issued, shall be in substantially the form as set forth in Exhibit A to this Resolution.

Section 4.2: Legal Opinion; Cusip Numbers; Bond Insurance. The approving opinion of Bond Counsel and CUSIP Numbers may be printed on the Series 2007 Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Series 2007 Bonds. If bond insurance is obtained in support of the payment of debt service on the Series 2007 Bonds, the Series 2007 Bonds may bear an appropriate legend as provided by the insurer.

ARTICLE V

ADDITIONAL BONDS

Section 5.1: Additional Parity Bonds. The Corporation reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Parity Bonds), one or more series of Additional Parity Bonds payable from and secured by a first lien on the Pledged Revenues, on a parity with the Series 2006 Bonds and the Series 2007 Bonds; *provided*, *however*, that Additional Parity Bonds may be issued only in accordance with the provisions of Article III of the Indenture.

Section 5.2: Other Obligations on a Parity with Parity Bonds. The Corporation reserves the right by resolution to enter into contracts of the nature described below, and declare in such resolutions that the payment obligations of the Corporation under those contracts shall be secured by a lien on and pledge of Pledged Revenues on a parity with the Parity Bonds. Such contracts shall be solely for certain Project Costs incurred by third parties, consistent with the Project and Financing Plan and the Development Agreement.

Section 5.3: Subordinate Lien Obligations. The Corporation reserves the right to issue, for any lawful purpose, Subordinate Lien Obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on Pledged Revenues securing payment of the Parity Bonds. Such Subordinate Lien Obligations may be further secured by any other source of payment lawfully available for such purposes.

Section 5.4: Representations Regarding Series 2007 Bonds Issued as Additional Parity Bonds. The Corporation hereby represents that:

(a) The Series 2007 Bonds mature on, and interest is payable on, the Principal Installment Payment Dates and Interest Payment Dates, respectively;

(b) The Corporation shall cause to be on deposit in the Reserve Fund, after the issuance of the Series 2007 Bonds, an amount that, together with moneys on deposit in the Reserve Fund, shall be no less than the Reserve Requirement on the Series 2006 Bonds and the Series 2007 Bonds; and

(c) The Corporation is not in material default with the terms of the Indenture, any Bond Resolution, the Tri-Party Agreement or any other agreement to which it is a party.

Proceeds received from the sale of the Series 2007 Bonds shall fund the Reserve Requirement in satisfaction of the representation made in clause (b) above, in the amount set forth in the certificate delivered in accordance with the provisions of Section 7.2 hereof.

ARTICLE VI

GENERAL COVENANTS

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

Section 6.2: Maintenance of TIRZ Eleven. So long as any Parity Bonds remain Outstanding, the Corporation covenants that it will, within the limits of its authority, comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders of any governmental, administrative, or judicial body promulgating same, noncompliance with which would materially and adversely affect the operation of TIRZ Eleven.

Section 6.3: Accounts, Records, and Audits. So long as any Parity Bonds remain Outstanding, the Corporation covenants and agrees that it will maintain a proper and complete system of records and accounts pertaining to the operation of TIRZ Eleven and the Corporation in which full, true and proper entries will be made of all dealings, transactions, business and affairs which in any way affect or pertain to TIRZ Eleven, the Corporation or the Pledged Revenues. The Corporation shall after the close of each fiscal year cause an Audit to be prepared by an independent certified public accountant or independent firm of certified public accountants. All expenses incurred in preparing Audits shall be maintenance and operation expenses.

Section 6.4: Pledge and Encumbrance of Pledged Revenues. (a) The Corporation represents that it has the lawful power to create a lien on and to pledge the Pledged Revenues to secure the payment of the Parity Bonds and has lawfully exercised such power under the Constitution and laws of the State of Texas. The Corporation further covenants and represents that, other than to the payment of the Tax Increment Contract Revenue Obligations, the Pledged Revenues are not and will not be made subject to any other lien pledge or encumbrance to secure the payment of any debt or obligation of the Corporation, unless such lien, pledge or encumbrance is junior and subordinate to the lien and pledge securing payment of the Tax Increment Contract Revenue Obligations.

(b) The provisions of subsection (a) of this Section 6.4 notwithstanding, the lien on, pledge of, and rights in and to the Pledged Revenues established, made, and granted in the Indenture and pursuant to subsection (a) of this Section 6.4 shall constitute a first and senior lien thereon, subject only to the rights, if any, of the holders of bonds or other obligations that have been heretofore or are hereafter issued by a Participant that are payable from and secured by a general levy of ad valorem taxes throughout the taxing jurisdiction of the Participant.

(c) The City and the County each has agreed to contribute its Contract Tax Increment to the Tax Increment Fund, in accordance with the Act and, in the case of the County, the County Agreement. The City has agreed to contribute at a rate of 90% of incremental value generated within TIRZ Eleven for the term of TIRZ Eleven, which is scheduled to expire on December 31,

2035, or until the budget of $189.8 million (net present value) is reached. In the County Agreement, the County has agreed to contribute at a rate of 55% of incremental value generated within TIRZ Eleven during the first twenty years of the term of TIRZ Eleven, capped at a net present value of $18.5 million. The Corporation will use reasonable efforts to cause the Participants to levy and annually assess and collect ad valorem taxes at such rates and amounts as may be necessary and required to pay in full and on a timely basis all debt service requirements on each Participant's respective outstanding bonds or other obligations that are payable in whole or in part from and secured by a general levy of ad valorem taxes throughout such Participant without resort to the use of any portion of the Contract Tax Increment derived from the tax collections of such Participants for such purpose, and to cause the portion of such taxes representing Contract Tax Increments to be paid to the Tax Increment Fund.

(d) Pursuant to the terms of the Chapter 380 Program and the Tri-Party Agreement, the City may make, subject to annual appropriation, Grant Payments to the Corporation. The Corporation will cause the Grant Payments so received to be paid to the Pledged Revenue Fund and used in accordance with the terms of the agreement governing the Grant Payments and the Indenture.

(e) By approving this Resolution, the City agrees that for so long as any Parity Bond is Outstanding, commencing on the Issuance Date, the City will not (1) enter into an agreement with any owner of real property within TIRZ Eleven abating all or any portion of ad valorem taxes payable by such property owner to the City, (2) terminate TIRZ Eleven prior to the earlier of (A) December 31, 2035 or (B) the date on which no Parity Bonds remain outstanding, and (3) amend the County Agreement, the Development Agreement, the Project and Financing Plan or the Tri-Party Agreement in a manner that is adverse to the interests of the owners of the Parity Bonds.

Section 6.5: Owners' Remedies. This Resolution shall constitute a contract between the Corporation and the Owners of the Parity Bonds from time to time Outstanding and this Resolution shall be and remain irrepealable until the Parity Bonds and the interest thereon shall be fully paid or discharged or provision therefor shall have been made as provided herein. In the event of a default in the payment of the principal of or interest on any of the Parity Bonds or a default in the performance of any duty or covenant provided by law or in this Resolution, the Owner or Owners of any of the Parity Bonds may pursue all legal remedies afforded by the Constitution and laws of the State of Texas to compel the Corporation to remedy such default and to prevent further default or defaults. Without in any way limiting the generality of the foregoing, it is expressly provided that any Owner of any of the Parity Bonds may at law or in equity, by suit, action, mandamus, or other proceedings, enforce and compel performance of all duties required to be performed by the Corporation under this Resolution, the deposit of the Pledged Revenues into the special funds herein provided, and the application of such Pledged Revenues in the manner required in this Resolution. The foregoing notwithstanding, acceleration of the Parity Bonds is not an available remedy. The sole source of the Corporation available for the payment of debt service on the Parity Bonds is and shall be the Pledged Revenues.

Section 6.6: Discharge by Deposit. The Corporation may discharge its obligation to the Owners of any or all of the Parity Bonds to pay principal, interest and redemption premium (if any) thereon in any manner then permitted by law, including, but not limited to, by depositing with any

paying agent for such Parity Bonds either: (i) cash in an amount equal to the principal amount and redemption premium, if any, of such Parity Bonds plus interest thereon to the date of maturity or redemption, or (ii) pursuant to an escrow or trust agreement, cash and/or direct noncallable, nonprepayable obligations of the United States of America, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount and redemption premium, if any, of such Parity Bonds plus interest thereon to the date of maturity or redemption; *provided, however,* that if any of such Parity Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in the resolution authorizing such Parity Bonds. Upon such deposit, such Parity Bonds shall no longer be regarded to be Outstanding or unpaid.

Section 6.7: Registrar and Trustee May Own Parity Bonds. The Registrar and Trustee for the Parity Bonds, in their individual or any other capacity, may become holders or pledges of the Parity Bonds with the same rights they would have if they were not the Registrar or Trustee.

Section 6.8: No Recourse Against Corporation Officials. No recourse shall be had for the payment of principal of or interest on any Parity Bonds or for any claim based thereon or on this Resolution against any official of the Corporation or any person executing any Parity Bonds. No member of the Board of Directors of the Corporation or any officer, agent, employee or representative of the Corporation in his or her individual capacity, nor the officers, agents, employees or representatives of the Corporation nor any person executing the Series 2007 Bonds shall be personally liable thereon or be subject to any personal liability or accountability by reason of the issuance thereof, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the adoption of this Resolution and the issuance of the Series 2007 Bonds.

Section 6.9: Punctual Payment of Contractual Obligations. The Corporation will punctually pay or cause to be paid any payment obligations made by the Corporation under the terms of a contract hereafter executed and delivered by the Corporation of the nature described in Section 5.2.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF SERIES 2007 BONDS

Section 7.1: Execution of Documents to Effect Sale of Series 2007 Bonds. An Authorized Representative and other appropriate officers, agents and representatives of the Corporation are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Series 2007 Bonds.

Section 7.2: Application of Proceeds. Proceeds from the sale of the Series 2007 Bonds shall, promptly upon receipt by the Trustee, be applied in the manner provided for in a certificate executed by an Authorized Representative.

ARTICLE VIII

FEDERAL INCOME TAX MATTERS

The Corporation does not intend to issue the Series 2007 Bonds in a manner such that the Series 2007 Bonds would constitute obligations described in section 103(a) of the Internal Revenue Code of 1986 (the "Code") and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations").

ARTICLE IX

CONTINUING DISCLOSURE UNDERTAKING

Section 9.1: Annual Reports. (a) That the Corporation shall provide annually, within six months after the end of each Fiscal Year ending in or after 2007, financial information and operating data with respect to the Corporation of the general type described in Exhibit B hereto provided that such information and data is customarily prepared by the Corporation. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the Corporation may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the Corporation commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Corporation shall provide unaudited financial statements by the required time and shall provide audited financial statements for the applicable fiscal year to each NRMSIR and any SID, when and if the audit report on such statements become available.

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

Section 9.2: Material Event Notices. The Corporation shall notify any SID and the MSRB, in a timely manner, of any of the following events with respect to the Series 2007 Bonds, if such event is material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions or events affecting the tax-exempt status of the Series 2007 Bonds;
7. Modifications to rights of holders of the Series 2007 Bonds;
8. Series 2007 Bond calls;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Series 2007 Bonds; and
11. Rating changes.

The Corporation shall notify any SID and the MSRB, in a timely manner, of any failure by the Corporation to provide financial information or operating data in accordance with Section 9.1 by the time required by such Section. Any filing under this Section may be made solely by transmitting such filing to the MAC as provided at http://www.disclosureusa.org, unless the SEC has withdrawn the interpretive advice stated in its letter to the MAC dated September 7, 2004.

Section 9.3: Limitations, Disclaimers, and Amendments. (a) The Corporation shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Corporation remains an "obligated person" with respect to the Series 2007 Bonds within the meaning of the Rule, except that the Corporation in any event will give notice of any deposit made in accordance with this Resolution or applicable law that causes Series 2007 Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the holders and beneficial owners of the Series 2007 Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Corporation undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Corporation's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Corporation does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2007 Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE CORPORATION BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY SERIES 2007 BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CORPORATION, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

(e) The provisions of this Article may be amended by the Corporation from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Corporation, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Series 2007 Bonds in the primary offering of the Series 2007 Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (A) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Series 2007 Bonds consent to such amendment or (B) a person that is unaffiliated with the Corporation (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Series 2007 Bonds. If the Corporation so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 9.1 an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Corporation may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Series 2007 Bonds in the primary offering of the Series 2007 Bonds.

ARTICLE X

AUTHORIZATION OF AGREEMENTS

The Board hereby approves issuance of the Series 2007 Bonds and all agreements determined by the Board to be necessary in connection with the issuance of the Series 2007 Bonds, including, without limitation, the following: the Paying Agent/Registrar Agreement by and between the Corporation and U.S. Bank National Association, in substantially the form attached hereto as Exhibit C; the Purchase Contract, in substantially the form attached hereto as Exhibit D; and any and all other documents and agreements reasonable and necessary to issue the Series 2007 Bonds, including, without limitation, any documents and agreements necessary to obtain municipal bond insurance in support of the debt service on the Series 2007 Bonds (collectively, the "Agreements"). To that end, should a municipal bond insurance policy be obtained, for so long as such policy is in effect, the requirements of the bond insurer relating to the issuance of said policy is incorporated by reference into this Resolution and made a part hereof for all purposes, notwithstanding any other provision of this Resolution to the contrary. The Board, by a majority vote of its members, at a regular meeting, hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements. The Board hereby affirms that the Indenture and the Tri-Party Agreement are in full force and effect, and that neither the Indenture nor the Tri-Party Agreement have been amended since the issuance of the Series 2006 Bonds.

ARTICLE XI

MISCELLANEOUS

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

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

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

Section 11.4: Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Corporation, the Registrar, and the Owners of the Series 2007 Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Corporation, the Registrar, and the Owners of the Series 2007 Bonds.

Section 11.5: Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 11.6: Effective Date. This Resolution shall become effective immediately upon passage by this Corporation and signature of the President of the Corporation.

PASSED AND APPROVED this ____ day of October, 2007.

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A:

FORM OF BOND

United States of America
State of Texas

_____ Registered

_____ Registered

DOWNTOWN DALLAS DEVELOPMENT AUTHORITY
TAX INCREMENT CONTRACT REVENUE BOND
TAXABLE SERIES 2007

INTEREST RATE: MATURITY DATE: DELIVERY DATE: CUSIP:

REGISTERED OWNER:

[PRINCIPAL]*[MATURITY]** AMOUNT: DOLLARS

[DOWNTOWN DALLAS DEVELOPMENT AUTHORITY (the "Issuer"), a not-for-profit local government corporation created under authority of Chapter 431, Subchapter D, Texas Transportation Code (the "Act") by the City of Dallas, Texas (the "City"), for value received, promises to pay, but solely from certain Pledged Revenues as hereinafter provided, to the Registered Owner identified above or registered assigns, on the Maturity Date specified above, upon presentation and surrender of this Bond at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of U.S. Bank National Association, as registrar (the "Registrar"), the principal amount identified above, in any coin or currency of the United States of America which on the date of payment of such principal is legal tender for the payment of debts due the United States of America, and to pay, solely from such Pledged Revenues, interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of the Delivery Date of the Bonds specified above, or the most recent interest payment date to which interest has been paid or duly provided for. Interest on this Bond is payable by check on _____ 15 and _____ 15, beginning on _____ 15, 200_, mailed to the Registered Owner as shown on the books of registration kept by the Registrar as of the last Business Day of the month next preceding each interest payment date (the "Record Date"), or by such other method, acceptable to the Registrar, requested by and at the risk and expense of the Registered Owner. If interest on this Bond is not paid on any interest payment date specified above, and continues unpaid for thirty (30) days thereafter, the Registrar shall establish a new Record Date for the payment of such interest (a "Special Record Date"). Such Special Record Date shall be established in accordance with the terms of the hereinafter defined Resolution.]*

[ON THE MATURITY DATE SPECIFIED ABOVE, DOWNTOWN DALLAS DEVELOPMENT AUTHORITY (the "Issuer"), a not-for-profit local government corporation

created under authority of Chapter 431, Subchapter D, Texas Transportation Code (the "Act") by the City of Dallas, Texas (the "City"), hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner"), on the Maturity Date specified above, the Maturity Amount identified above, representing the principal amount hereof and accrued and compounded interest hereon, upon presentation and surrender of this Bond at the designated corporate trust office in Dallas, Texas (the "Designated Trust Office") of U.S. Bank National Association, as registrar (the "Registrar"), in any coin or currency of the United States of America which on the date of payment of such Maturity Amount is legal tender for the payment of debts due the United States of America, . The date of this bond is _____, 2007, but compound interest shall accrue on the principal amount hereof from the Issuance Date identified above at the per annum rate specified above. The accreted value (per $5,000 of Maturity Amount) as of the Issuance Date specified above and as of each August 15 and February 15 is set forth on Schedule A hereof. Such value as of any other date shall be determined by straight-line interpolation between such values.]**

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

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS dated as of _____, 2007, aggregating $_____, issued for the purpose of (1) paying Project Costs (including the funding of affordable housing, as provided for in the Project and Financing Plan, and loans or grants, as described in the Resolution), (2) making an initial deposit to the Reserve Fund, and (3) paying Costs of Issuance, all under and pursuant to the authority of the Act and all other applicable laws, an Indenture of Trust dated as of March 1, 2006 (the "Indenture"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), and a resolution adopted by the Issuer on October __, 2007 (the "Resolution"). None of the proceeds of the Bonds shall be used for the purpose of paying or otherwise providing for educational facilities. The Bonds are issued as (i) Bonds in the aggregate principal amount of $_____ which pay interest only at maturity (the "Capital Appreciation Bonds") and (ii) Bonds in the aggregate principal amount of $_____ which pay interest semiannually until maturity or prior redemption ("Current Interest Bonds"). This Bond is a [Current Interest]* [Capital Appreciation]** Bond. All defined terms not herein defined shall have the meaning attributed thereto in accordance with the terms of the Resolution.

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

the Resolution. This Bond and the series of which it is a part, together with the interest thereon, are payable solely from such Pledged Revenues.

THE BONDS may be redeemed only in [principal amounts]*[Maturity Amounts]** of $5,000 or any integral multiple thereof (an "Authorized Denomination"), at the option of the Issuer, on _____, ____, or on any date thereafter, in the manner and at the redemption price indicated below. If less than all of the Bonds are to be redeemed by the Issuer, the Issuer shall determine the maturity or maturities and the amounts therewith to be redeemed and shall direct the Registrar to call by lot Bonds, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; *provided*, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

THE BONDS are subject to optional redemption prior to their maturity at the option of the Issuer, in whole or in part (and if in part, on a *Pro Rata* basis as described below), at a redemption price equal to the greater of:

(a) 100 percent of the Accreted Value of the Bonds to be redeemed; or

(b) the present value of the Maturity Amount of the Bonds to be redeemed discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus _____ basis points;

For the purposes of determining the Treasury Rate, the following definitions shall apply:

"Comparable Treasury Issue" means, with respect to any redemption date for a particular the Bond, the United States Treasury security or securities selected by the Designated Investment Banker which has or have an actual or interpolated maturity comparable to the remaining life of the applicable Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life of the applicable Bonds to be redeemed.

"Comparable Treasury Price" means, with respect to any redemption date for a particular Bond, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Designated Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Designated Investment Banker" means one of the Reference Treasury Dealers appointed by the Issuer.

"Reference Treasury Dealer" means Morgan Stanley & Co. Incorporated and its successors and three other firms, specified by the Issuer from time to time, that are primary U.S. Government securities dealers in The City of New York, New York (each a "Primary Treasury Dealer"); *provided, however*, that if any of them ceases to be a Primary Treasury Dealer, the Issuer shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date for a particular Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding such redemption date.

"Treasury Rate" means, with respect to any redemption date for a particular Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the Issuer shall determine the maturity or maturities and the amounts thereof to be redeemed, and if less than the entire maturity is redeemed, the Issuer shall direct the Paying Agent/Registrar to redeem the Bonds of such maturity on a Pro Rata basis to each Owner in whose name such Bonds are registered on the Record Date immediately preceding the redemption date.

As used in connection with the redemption of Bonds, *Pro Rata* is determined in connection with any partial optional redemption or mandatory redemption of the Bonds by multiplying the Maturity Amount of such maturity to be redeemed on the applicable redemption date by a fraction, the numerator of which is equal to the Maturity Amount of such maturity owned by an Owner, and the denominator of which is equal to the Maturity Amount of such maturity then Outstanding immediately prior to such redemption date, and then rounding the product down to the next lower integral of $5,000, provided that the portions being redeemed are required to be in multiples of $5,000, and all the Bonds of a maturity to remain outstanding following any redemption are required to be in multiples of $5,000.

AT LEAST THIRTY (30) DAYS prior to any date fixed for redemption, notice of any redemption shall be given (i) by the Registrar to the Registered Owner of each Bond or a portion thereof being called for redemption by depositing such notice in the United States mail, first class postage prepaid, addressed to each such registered owner at the address shown therefor on the Registration Books of the Paying Agent/Registrar and (ii) by the Corporation by causing a notice of such redemption to be published one (1) time in a financial journal or publication of general circulation in the United States of America or the State of Texas carrying as a regular feature notices of municipal bonds called for redemption; *provided, however*, that the failure to send, mail or receive such notice described in (i) above, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond, and the publication of notice as described in (ii) above shall be the only notice actually required in connection with or as a prerequisite to the redemption of any Bonds. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the Designated

Trust Office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

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

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

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

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

THE ISSUER HAS RESERVED THE RIGHT to issue additional parity Tax Increment Contract Revenue Bonds, subject to the restrictions contained in the Indenture and the Resolution, which may be equally and ratably payable from, and secured by a first lien on and pledge of, the Pledged Revenues in the same manner and to the same extent as this Bond and the series of which it is a part.

THE BONDS ARE A LIMITED OBLIGATION OF THE CORPORATION, PAYABLE SOLELY OUT OF THE TRUST ESTATE HELD BY THE TRUSTEE UNDER THE TERMS OF THE INDENTURE, WHICH IS THE SOLE ASSET OF THE CORPORATION PLEDGED THEREFOR. THE BONDS ARE OBLIGATIONS SOLELY OF THE CORPORATION AND DO NOT CONSTITUTE, WITHIN THE MEANING OF ANY STATUTORY OR CONSTITUTIONAL PROVISION, AN INDEBTEDNESS, AN OBLIGATION OR A LOAN OF CREDIT OF THE STATE OF TEXAS, THE CITY, DALLAS COUNTY, TEXAS, REINVESTMENT ZONE NUMBER ELEVEN, CITY OF DALLAS, TEXAS, OR ANY OTHER MUNICIPALITY, COUNTY, OR OTHER MUNICIPAL OR POLITICAL CORPORATION OR SUBDIVISION OF THE STATE OF TEXAS. NEITHER THE CITY, DALLAS COUNTY, TEXAS, NOR REINVESTMENT ZONE NUMBER ELEVEN, CITY OF DALLAS, TEXAS ARE OBLIGATED TO MAKE PAYMENTS ON THE BONDS, as further provided for in the Indenture.

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

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

DOWNTOWN DALLAS DEVELOPMENT AUTHORITY

_____
President, Board of Directors

_____
Secretary, Board of Directors

(SEAL)

_____
* Current Interest Bonds only
** Capital Appreciation Bonds only

FORM OF REGISTRATION CERTIFICATE

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

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

WITNESS MY SIGNATURE AND SEAL this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

FORM OF REGISTRAR'S AUTHENTICATION CERTIFICATE

AUTHENTICATION CERTIFICATE

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

U.S. Bank National Association, as Registrar

By: _____
Authorized Signature

Date of Authentication: _____

FORM OF ASSIGNMENT

ASSIGNMENT

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

_____

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

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

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

DATED:_____

Signature Guaranteed:

_____

_____

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

_____

Registered Owner

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

Exhibit B
to
Resolution

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

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

Annual Financial Statements and Operating Data

The information to be updated includes all quantitative financial information and operating data with respect to the Zone, the Fund, the City and the County of the general type included in the Official Statement under Tables numbered one through six and the captions "THE TAX CODE AS IT APPLIES TO THE CITY" and "THE TAX CODE AS IT APPLIES TO THE COUNTY", and the audited financial statements of the Corporation, the City and the County.

Accounting Principles

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

EXHIBIT C:

Paying Agent Agreement

EXHIBIT D:

Bond Purchase Agreement

DOWNTOWN DALLAS DEVELOPMENT AUTHORITY
(A not-for-profit local government corporation
acting on behalf of the City of Dallas, Texas)

TAX INCREMENT CONTRACT REVENUE BONDS,
TAXABLE SERIES 2007

_____

BOND PURCHASE AGREEMENT

_____

October 10, 2007

Board of Directors
Downtown Dallas Development Authority
1500 Marilla Street, 4CN
Dallas, TX 75201

Ladies and Gentlemen:

The undersigned, J.P. Morgan Securities Inc. *(*the *"Representative"*), acting on its own behalf and on behalf of the other Underwriters listed on Schedule I hereto (collectively, the *"Underwriters"*), and not acting as fiduciary or agent for you, offers to enter into the following agreement with the Downtown Dallas Development Authority (the "*Issuer*") which, upon the Issuer's written acceptance of this offer, as evidenced by the execution of this Bond Purchase Agreement by the President of the Board of Directors (the *"Governing Body"*) of the Issuer, as the duly authorized agent of the Issuer (the "*Issuer Representative*"), will be binding upon the Issuer and upon the Underwriters. Capitalized terms used herein and not otherwise defined in this Bond Purchase Agreement shall have the respective meanings given to such terms in the Official Statement (as defined herein) or in the Indenture (as defined herein).

1. ***Background and Purpose.*** The Issuer is issuing its Tax Increment Contract Revenue Bonds, Taxable Series 2007 (the "*Bonds*"), pursuant to a resolution of the Board of Directors (the "*Governing Body*") of the Issuer adopted on October 10, 2007 (the "*Bond Resolution*"), for the purpose of providing funds to pay Project Costs. Bond proceeds will also be used to establish a reserve fund for the Bonds and pay issuance costs associated with the Bonds.

2. ***Purchase and Sale of the Bonds.*** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters jointly and severally agree to purchase from the Issuer, and the Issuer agrees to sell and deliver to the Underwriters at Closing (as hereinafter defined) all, of the

Bonds. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer understands, and hereby confirms that the Underwriters are not acting as fiduciaries of the Issuer, but rather are acting solely in their individual capacity as underwriters for their own account.

The purchase price for the Bonds shall be $_____ (representing the par amount of the Bonds of $_____, less an underwriting discount of $_____).

The Bonds shall be issued pursuant to and in accordance with the provisions of the Bond Resolution and an Indenture of Trust, dated as of March 1, 2006 (the "*Indenture*"), by and between the Issuer and U.S. Bank National Association, as trustee (the "*Trustee*") and shall have the terms set forth in Exhibit A hereto.

Delivered to the Issuer herewith is a corporate check of the Representative payable to the order of the Issuer in the amount of $_____. The Issuer agrees to hold such check uncashed until the Closing to ensure the performance by the Underwriters of their obligations to purchase, accept delivery of and pay for the Bonds at the Closing. Concurrently with the payment by the Underwriters of the purchase price of the Bonds, the Issuer shall return such check to the Representative as provided in Paragraph 7 hereof. Should the Issuer fail to deliver the Bonds at the Closing, or should the Issuer be unable to satisfy the conditions of the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds, as set forth in this Bond Purchase Agreement (unless waived by the Representative), or should such obligations of the Underwriters be terminated for any reason permitted by this Bond Purchase Agreement, such check shall immediately be returned to the Representative. In the event the Underwriters fail (other than for a reason permitted hereunder) to purchase, accept delivery of and pay for the Bonds at the Closing as herein provided, such check shall be retained by the Issuer as full liquidated damages for such failure of the Underwriters and for any defaults hereunder on the part of the Underwriters and such amount shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults, and the Issuer shall have no further action for damages, specific performance or any other legal or equitable relief against the Underwriters.

3. ***Public Offering.*** The Underwriters agree to make a *bona fide* public offering of all of the Bonds at prices not to exceed the offering prices or not less than the yields set forth on the inside cover of the Official Statement and may subsequently change such offering prices (or yields) without any requirement of prior notice to the Issuer. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than (or yields higher than) the public offering prices stated on the inside cover of the Official Statement and such amount shall constitute a full release and discharge of all claims and damages for such failure and for all such defaults, and the Issuer shall have no further action for damages, specific performance or any other legal or equitable relief against the Underwriters.

4. ***The Official Statement.***

(a) Attached hereto as Exhibit B is a copy of the Preliminary Official Statement dated _____ __, 2007 (the *"Preliminary Official Statement"*), including the cover page, Schedules and Appendices thereto, of the Issuer relating to the Bonds. Such copy of the Preliminary Official Statement, as amended to reflect the changes marked or otherwise indicated on Exhibit B hereto, is hereinafter called the *"Official Statement."*

(b) The Preliminary Official Statement has been prepared for use in connection with the public offering, sale and distribution of the Bonds by the Underwriters. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule").

(c) The Issuer hereby authorizes the Official Statement and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Bonds. The Issuer consents to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds. The Issuer shall provide, or cause to be provided, to the Underwriters as soon as practicable after the date of the Issuer's acceptance of this Agreement (but, in any event, not later than within seven business days after the Issuer's acceptance of this Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the Official Statement which is complete as of the date of its delivery to the Underwriters in such quantity as the Representative shall request in order for the Underwriters to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board.

(d) If, after the date of this Agreement to and including the date the Underwriters are no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities repository, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Representative (and for the purposes of this clause provide the Representative with such information as it may from time to time request), and if, in the reasonable judgment of the Representative, such fact or event requires preparation and publication of a supplement or amendment to the

Official Statement, the Issuer will forthwith prepare and furnish, at the Issuer's own expense (in a form and manner approved by the Representative), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Representative may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(e) The Representative hereby agrees to file the Official Statement with a nationally recognized municipal securities information repository. Unless otherwise notified in writing by the Representative, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

5. ***Representations, Warranties, and Covenants of the Issuer.*** The Issuer hereby represents and warrants to and covenants with the Underwriters that:

(a) The Issuer is a not-for-profit local government corporation acting on behalf of the City of Dallas, Texas (the "*City*"), duly created, organized, and existing under the Constitution and laws of the State of Texas, and is authorized and empowered by the provisions of the Texas Constitution, the laws of the State of Texas, and the ordinances of the City to issue the Bonds for the purposes of providing funds for the purposes specified in Section 1 hereof.

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Resolution, the execution and delivery of the Indenture and the Tri-Party Agreement, and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds, the Bond Resolution, the Indenture, this Bond Purchase Agreement, and the Tri-Party Agreement, (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Bond Resolution, the Indenture, this Bond Purchase Agreement, and the Tri-Party Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein and in the Official Statement.

(c) The Bond Resolution has been duly adopted by the Governing Body of the Issuer, and the Bonds, when issued, delivered and paid for, in accordance with the Bond Resolution and this Bond Purchase Agreement, will constitute legal, valid and binding limited obligations of the Issuer secured by a valid lien on the Pledged Revenues and entitled to the benefits of the Bond Resolution; and when delivered to and paid for by the Underwriters at the Closing the Bonds will have been duly approved by the Attorney General of Texas, registered by the Comptroller of Public Accounts of the State of Texas,

and duly executed and delivered by the Issuer and will constitute legal, valid, and binding limited obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to bankruptcy laws and similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

(d) The Tri-Party Agreement constitutes the legal, valid, and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, subject to bankruptcy laws and similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

(e) The Indenture constitutes the legal, valid, and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, subject to bankruptcy laws and similar laws affecting the rights of creditors of political subdivisions generally, and may be limited by general principles of equity which permit the exercise of judicial discretion.

(f) To the best knowledge of the Issuer, it is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of the City, the State or the United States or any applicable judgment or decree or any loan agreement, indenture (including specifically the Indenture), bond, note, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer is otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any such instrument and the execution and delivery of the Bonds, this Bond Purchase Agreement, the Indenture and the Tri-Party Agreement and the adoption of the Bond Resolution and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the Issuer is a party or to which the Issuer or any of the property or assets of Issuer pledged to secure or securing payment of the Bonds are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property, assets or revenues of under the terms of any such law, regulation or instrument, except as provided by the Bonds, the Bond Resolution and the Indenture.

(g) Except for approval of the Bonds by the Attorney General of Texas and registration of the Bonds by the Comptroller of Public Accounts of the State of Texas, all approvals, permits, consents, licenses and authorizations of, registrations or filings with, and notices to any government authority which are required for the Issuer's due execution, delivery, and performance of its obligations under the Bonds, the Bond Resolution, the Indenture, the Tri-Party Agreement, and this Bond Purchase Agreement have been made or obtained.

(h) The Bonds and the Tri-Party Agreement conform to the descriptions thereof contained in the Official Statement and the proceeds of the sale of the Bonds will be applied generally as described in the Official Statement.

(i) No action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court or public board of body in which the Issuer has been served or of which it has otherwise received official notice is pending against or to the knowledge of the Issuer, is threatened against the Issuer (nor to the knowledge of the Issuer is there any basis therefor) wherein an unfavorable decision, ruling, or finding would impose a material financial liability on the Issuer or in any way adversely affect (i) the creation, organization, existence, or material authority of the Issuer or the title of its officers to their respective offices, (ii) the collection of Contract Tax Increments or other revenues of the Issuer to any material extent, (iii) the transactions contemplated by this Bond Purchase Agreement or the Official Statement, or (iv) the validity or enforceability of the Bonds, the Bond Resolution, the Indenture, this Bond Purchase Agreement or the Tri-Party Agreement.

(j) The information contained in the Official Statement, excluding information contained under the headings: "MUNICIPAL BOND GUARANTY INSURANCE", "THE BONDS – Book-Entry-Only System", "THE BONDS – Global Clearance Procedures" and "THE DEVELOPER" is true and correct in all material respects and, as of the date of the Official Statement, the Official Statement, did not, and as of the date of the Closing will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein with respect to the Bonds, the Issuer and the Issuer's affairs, in the light of the circumstances under which they were made, not misleading.

(k) At the time of the Issuer's acceptance hereof and at all times subsequent thereto during the period up to and including ninety (90) days subsequent to the "end of the underwriting period," the Official Statement does not and will not contain, with respect to the Bonds, the Issuer and the Issuer's affairs, any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended pursuant to paragraph (d) of Section 4 of this Bond Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including ninety (90) days subsequent to the "end of the underwriting period," the Official Statement as so supplemented or amended will not contain, with respect to the Bonds, the Issuer and the Issuer's affairs, any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(m) Prior to the Closing, there will be no adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the

Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer.

(n) Between the date of this Bond Purchase Agreement and the Closing, the Issuer will not, without the prior written consent of the Underwriters, issue any bond or note or incur any other obligation for borrowed money which is or may be payable from, or does or may constitute a charge on, the Pledged Revenues, and from the respective dates as of which information is given in the Official Statement to the Closing, the Issuer has not incurred and will not incur any material liabilities.

(o) The Issuer has been in compliance with all of its continuing disclosure obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

(p) Any certificate signed by any official of the Issuer authorized to do so in connection with the transactions contemplated by this Bond Purchase Agreement shall be deemed a representation and warranty by the Issuer to the Underwriters as to the statements made therein.

(q) The Issuer Representative is authorized to act on behalf of the Issuer, for the purpose of selling the Bonds to the Underwriters, fixing the terms of the Bonds as set forth in Exhibit A and taking the other actions provided for herein and in the Bond Resolution, and such actions by the Issuer Representative shall be deemed to be actions by the Issuer. The President of the Governing Body has been duly authorized to act on behalf of the Issuer, as the Issuer Representative, for the purpose of taking the actions provided for herein.

By delivering an executed copy of the Official Statement to the Underwriters, the Issuer shall be deemed to have reaffirmed, with respect to such Official Statement, the representations, warranties and covenants set forth above. The Issuer covenants that between the date hereof and the Closing, it will take no actions that will cause the representations and warranties made in this Section to be untrue as of the Closing.

6. *Closing.*

(a) The Issuer will deliver the Bonds to the Underwriters, and the Underwriters will pay for the Bonds, at 10:00 a.m., Dallas, Texas time, on November 7, 2007 (the "*Closing Date*"), or at such other time and date as shall have been mutually agreed upon by the Issuer and the Underwriters. Such actions are herein referred to as the "*Closing*." The Closing will occur at the offices of McCall, Parkhurst & Horton L.L.P., Dallas, Texas, or at such other location as may be agreed to by both the Issuer and the Representative.

(b) At the Closing, the Issuer will, subject to the terms and conditions hereof, deliver one duly executed initial Bond for each maturity of the Bonds (the "*Initial Bonds*") in either typed or printed form, payable to J.P. Morgan Securities Inc. or its designee, and bearing a registration certificate manually signed by an authorized

representative of the Comptroller of Public Accounts of the State of Texas, together with the other documents hereinafter described. The Issuer will cause the Paying Agent/Registrar to exchange the Initial Bonds at Closing for definitive Bonds, duly authenticated by the Paying Agent/Registrar and bearing CUSIP numbers, immediately upon payment for and surrender for exchange of such Initial Bonds by the Representative, if the Representative furnishes written instructions specifying the registered owners, addresses, and denominations for such definitive Bonds to the Paying Agent/Registrar at least five (5) business days prior to the Closing.

(c) The Underwriters will pay the purchase price for the Bonds by wire transfer of immediately available funds to the Paying Agent/Registrar to the account of the Issuer.

(d) Time is of the essence in the performance of this Bond Purchase Agreement. Tender of the Initial Bonds and definitive Bonds at the time and place specified in this Bond Purchase Agreement is a condition to the Underwriters' obligations hereunder. If the Issuer is unable to perform its obligations hereunder at such time and place, the Underwriters may, at their option, either extend the time or change the place of performance or terminate their obligations hereunder.

7. ***Closing Conditions.*** The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Representative and counsel to the Underwriters:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct in all material respects on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing.

(b) The Issuer shall have performed and complied with all agreements and conditions required by this Bond Purchase Agreement to be performed or complied with by it prior to or at the Closing.

(c) At the time of the Closing, (i) the Bond Resolution, the Indenture, the Bonds, the Tri-Party Agreement and the County Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative, (ii) the net proceeds of the sale of the Bonds

and any funds to be provided by the Issuer shall be deposited and applied as described in the Official Statement and in the Bond Resolution and (iii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Co-Bond Counsel to deliver their opinions referred to hereafter.

(d) At or prior to the Closing, the Bond Resolution and the Indenture shall have been duly executed and delivered by the Issuer and the Issuer shall have duly executed and delivered and the Paying Agent/Registrar shall have duly authenticated the definitive Bonds.

(e) At the time of the Closing, the Issuer shall deliver the Bonds to the Underwriters.

(f) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the reasonable judgment of the Representative, is material and adverse and that makes it impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement.

(g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Bond Purchase Agreement shall be reasonably satisfactory in legal form and effect to the Underwriters and to counsel for the Representative.

(h) At or prior to the Closing, the Underwriters shall have received copies of each of the following documents:

(1) The Official Statement, and each supplement or amendment thereto as may have been agreed to by the Underwriters, if any, executed on behalf of the Issuer by the manual or facsimile signature of the President of its Governing Body;

(2) The Bond Resolution, having been duly adopted by the Issuer and being in full force and effect, with such supplements or amendments as may have been agreed to by the Representative and containing therein the agreement of the Issuer to provide certain periodic information and notices of material events in accordance with Rule 15c2-12, as described in the Official Statement under the heading "OTHER INFORMATION – Continuing Disclosure of Information";

(3) The Indenture certified to be in full force and effect;

(4) Copies of the ordinances creating and setting the current boundaries of Tax Increment Reinvestment Zone Eleven, City of Dallas, Texas (*"Reinvestment Zone Number Eleven"*), and a copy of the resolution creating the Issuer and approving its articles of incorporation and by-laws, all certified to be in full force and effect;

(5) A certificate of continued existence with respect to the Issuer from the Texas Secretary of State, a copy of the Issuer's Articles of Incorporation certified by the Texas Secretary of State and a certificate of good standing with respect to the Issuer from the Texas Comptroller of Public Accounts, all dated subsequent to October 18, 2007;

(6) A copy of the Tri-Party Agreement and the County Agreement, with all supplements or amendments enacted through the Closing Date, certified to be in full force and effect;

(7) A certificate, dated as of the Closing and signed by the President of the Governing Body of the Issuer, solely in his official capacity, to the effect that, (i) the representations, warranties, and covenants of the Issuer contained herein are true and correct in all material respects as of the Closing, with the same effect as if made at the Closing; (ii) the Issuer has performed all of its obligations hereunder to be performed at or before the Closing and has satisfied all material conditions on its part to be satisfied hereunder at or before the Closing; (iii) none of the Bond Resolution, the Indenture or the Tri-Party Agreement have been amended, modified, supplemented, or repealed since the date of this Bond Purchase Agreement, except as agreed to by the Representative, and each is in full force and effect; (iv) no litigation or proceeding against the Issuer is pending or, to the best of his knowledge, threatened in any court or administrative body nor, to the best of knowledge, is there a basis for litigation which would (a) contest the right of the directors or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds, the Bond Resolution, the Indenture, this Bond Purchase Agreement or the Tri-Party Agreement, or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from collecting Contract Tax Increments, (v) no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, (vi) the information contained in the Official Statement is true and correct in all material respects and, as of the date of the Official Statement, the Official Statement, did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements with respect to the Issuer and the Bonds made therein, in the light of the circumstances under which they were made, not misleading;

(8) The approving opinions of McCall, Parkhurst & Horton, L.L.P., and Escamilla & Poneck, Inc., Co-Bond Counsel, in substantially the form set forth in Appendix E of the Official Statement;

(9) A supplemental opinion of Co-Bond Counsel addressed to the Issuer and the Underwriters, substantially to the effect that:

(i) the Issuer has duly approved and authorized the distribution of the Official Statement;

(ii) the Bonds are exempted securities under the Securities Act of 1933, as amended (the "*1933 Act*"), and it is not necessary, in connection with the offering and sale of the Bonds, to register any securities under the 1933 Act and neither the Bond Resolution nor the Indenture need be qualified under the Trust Indenture Act of 1939 (the "*Trust Indenture Act*");

(iii) the information contained in the Official Statement under the headings "SECURITY AND SOURCE OF PAYMENT", "THE BONDS", "THE ZONE", "THE DEVELOPMENT AGREEMENT", "THE TRI-PARTY AGREEMENT", "AD VALOREM TAXATION AS IT PERTAINS TO PARTICIPATING TAXING UNITS", "THE TAX CODE AS IT APPLIES TO THE CITY", "THE TAX CODE AS IT APPLIES TO THE COUNTY", "CERTAIN FEDERAL INCOME TAX CONSIDERATIONS", "OTHER INFORMATION – Investment Policy", "OTHER INFORMATION – Legal Investments and Eligibility to Secure Public Funds in Texas", "OTHER INFORMATION – Legal Opinions and No-Litigation Certificate" and "OTHER INFORMATION – Continuing Disclosure of Information" fairly summarizes the matters of law and the information purported to be shown therein and the documents included in Appendices A, B, C, and E conform to the respective documents delivered at Closing; and

(iv) stating that the Underwriters may rely on the opinion described in clause (8) above, as if it were addressed to it;

(10) An opinion of the City Attorney's Office, City of Dallas, as general counsel to the Issuer, substantially to the effect set forth in Exhibit C hereto;

(11) A letter from the Developer described in the Official Statement, addressed to the Underwriters and the Issuer, to the effect that (i) the information contained in the Official Statement under the heading "THE DEVELOPER" has been provided by the Developer and does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which they were made, not misleading, and (ii) it will from time to time and on reasonable terms and conditions make its representatives available to discuss with Bondholders the status of its activities in Reinvestment Zone Eleven;

(12) Evidence satisfactory to the Representative, which may take the form of a legal opinion of counsel to the City, to the effect that (i) the Tri-Party Agreement and the County Agreement, were duly authorized, executed and delivered are valid and binding obligations of the City enforceable in accordance with their respective terms, and (ii) no litigation or proceeding against the City is pending or, to the best knowledge thereof, threatened in any court of administrative body nor, to the best knowledge thereof, is there a basis for litigation which would contest the validity, due authorization and execution of the County Agreement by the City;

(13) Evidence satisfactory to the Representative, which may take the form of a legal opinion of counsel to the County, to the effect that (i) the County Agreement was duly authorized, executed and delivered and is a valid and binding obligation of the County enforceable in accordance with its terms, and (ii) no litigation or proceeding against the County is pending or, to the best knowledge thereof, threatened in any court or administrative body nor, to the best knowledge thereof, is there any basis for litigation which would contest the validity, due authorization and execution of the County Agreement by the County;

(14) An opinion, dated as of the date of Closing and addressed to the Underwriters, of Locke Liddell & Sapp PLLC and Adorno Yoss White & Wiggins, L.L.P, co-counsel to the Underwriters, to the effect that:

(i) the Bonds are exempt securities under the 1933 Act and the Trust Indenture Act and it is not necessary, in connection with the offering and sale of the Bonds, to register any securities under the 1933 Act and neither the Bond Resolution nor the Indenture need be qualified under the Trust Indenture Act; and

(ii) based upon their participation in conferences at which the Official Statement was discussed, but without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Official Statement, such counsel has no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for any financial, forecast, technical and statistical statements and data included in the Official Statement, in each case as to which no view need be expressed); and

(iii) the agreement of the Issuer contained in the Bond Resolution provides a reasonable basis for the Underwriters to conclude that the Bond Resolution satisfies the requirements of Rule 15c2-12, as amended;

(15) The approving opinion of the Attorney General of the State of Texas in respect of the Bonds;

(16) The registration certificate of the Comptroller of Public Accounts of the State of Texas in respect of the Bonds;

(17) Evidence satisfactory to the Representative that the Bonds have been rated Aaa and AAA by Moody's Investor Service and Standard & Poor's Rating Services, a Division of The McGraw-Hill Companies, respectively, as a result of a municipal bond insurance policy being issued by MBIA Insurance Corporation (the "Bond Insurer");

(18) A certificate signed by an authorized officer of the Bond Insurer, or an opinion of counsel to the Bond Insurer, to the effect that the information relating to the Bond Insurer appearing under the heading "MUNICIPAL BOND GUARANTY INSURANCE " in the Official Statement does not contain any untrue statements therein,

in the light of the circumstances under which they were made, not misleading and (b) an opinion of counsel to the Bond Insurer to the effect that (i) the Bond Insurer is duly organized and validly existing under the laws of its state of incorporation and is qualified to do business in its state of incorporation and (ii) the Bond Insurance Policy has been duly and validly issued by the Bond Insurer and constitutes the legal, valid and binding obligation of the Bond Insurer enforceable in accordance with its terms except as limited by bankruptcy, insolvency, moratorium and other similar laws of equitable principles affecting creditors' rights generally;

(19) The consent of txp to the inclusion of its report on the forecast of revenues from the Zone as Appendix D to the Official Statement; and

(20) Such additional legal opinions, certificates, instruments and other documents as Co-Bond Counsel, the Representative or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Issuer's representations and warranties contained herein and of the statements and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Issuer.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Representative.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the Issuer shall be under any further obligation hereunder, except that the check referred to in Paragraph 1 shall be immediately returned to the Representative by the Issuer.

8. ***Termination.*** The Underwriters shall have the right to cancel their obligation to purchase the Bonds if, between the date of this Bond Purchase Agreement and the Closing, the market price or marketability of the Bonds shall be materially adversely affected in the sole judgment of the Representative (as evidenced by a written notice to the Issuer terminating the obligation of the Representative to accept delivery of and pay for the Bonds), reasonably exercised, by the occurrence of any of the following:

(a) legislation shall be enacted by or introduced in the Congress or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order,

ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Bonds, of the interest on the Bond as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein, or any other action or events shall have occurred which, in the reasonable judgment of the Representative, materially adversely affect the market for the Bonds or the market price generally of obligations of the general character of the Bonds;

(b) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the 1933 Act, or that the Bond Resolution is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any and all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) a general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so or a material disruption in securities settlement, payment or clearance services in the United States shall have occurred;

(d) any amendment to the federal or Texas Constitution or action by any federal or Texas court, legislative body, regulatory body, or other federal or Texas authority materially adversely affecting the tax status of the Issuer, its property, income securities (or interest thereon), or the validity or enforceability of the assessments or the levy of taxes generating Contract Tax Increment, or the ability of the Issuer to receive Contract Tax Increment from the City or the County,

(e) any event occurring, or information becoming known which, in the judgment of the Underwriters, makes untrue in any material respect any material statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) there shall have occurred since the date of this Bond Purchase Agreement any materially adverse change in the affairs or financial condition of the Issuer;

(g) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable judgment of the Underwriters, would materially and adversely affect the ability of the Underwriter to market the Bonds;

(h) any fact or event shall exist or have existed that, in the Representative's reasonable judgment, requires or has required an amendment of or supplement to the Official Statement; and

(i) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

9. ***Expenses.***

(a) The Underwriters shall be under no obligation to pay, and the Issuer shall pay, the following expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds; (ii) the fees and disbursements of Co-Bond Counsel; (iii) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisors retained by the Issuer; (iv) the costs of preparing, printing and mailing the Official Statement; (v) fees of the Issuer's co-financial advisors; (vi) the transcript review fee of the Attorney General of Texas; (vii) the fees and expenses of the Trustee; (viii) the out-of-pocket, miscellaneous and closing expenses, including the cost of travel, of the officers of the Issuer; and (ix) any other expenses mutually agreed to by the Issuer and the Underwriters to be reasonably considered expenses of the Issuer which are incident to the transactions contemplated hereby.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Bond Purchase Agreement; (ii) all advertising expenses in connection with the offering of the Bonds; (iii) the fees and disbursements of co-counsel retained by the Underwriters; and (iv) all other expenses incurred by them in connection with the offering of the Bonds.

10. ***Notices.*** Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing to Downtown Dallas Development Authority, 1500 Marilla, 4CN, Dallas, Texas 75201, Attention: President, and any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement may be given by delivering the same in writing to J.P. Morgan Securities Inc., 601 Travis, 18th Floor, Houston, TX 77002-8094, Attention: Mr. Christopher Halaska.

11. ***Parties in Interest.*** This Bond Purchase Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriters (including successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. This Bond Purchase Agreement may not be assigned by the Issuer. All of the Issuer's representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Bond Purchase Agreement; and (iii) any termination of this Bond Purchase Agreement.

12. ***Effectiveness.*** This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

13. ***Choice of Law.*** This Bond Purchase Agreement shall be governed by and construed in accordance with the law of the State of Texas.

14. ***Severability.*** If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

15. ***Business Day.*** For purposes of this Bond Purchase Agreement, "*business day*" means any day on which the New York Stock Exchange is open for trading.

16. ***Section Headings.*** Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Bond Purchase Agreement and will not be used in the interpretation of any provisions of this Bond Purchase Agreement.

17. ***Counterparts.*** This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

18. ***Fiduciary Duty***. The Issuer acknowledges that in connection with the offering of the Bonds (a) the Underwriters have acted at arms length, are not agents of, and owe no fiduciary duties to, the Issuer or any other person, (b) the Underwriters owe the Issuer only those duties and obligations set forth in this Agreement and (c) the Underwriters may have interests that differ from those of the Issuer. The Issuer waives to the full extent permitted by applicable law any claims it may have against the

Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of Bonds.

19. ***Entire Agreement***. This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Bonds, represents the entire agreement between the Issuer and the Underwriters with respect to the preparation of the Official Statement, and the conduct of the offering, and the purchase and sale of the Bonds.

[EXECUTION PAGE FOLLOWS]

If you agree with the foregoing, please sign the enclosed counterpart of this Bond Purchase Agreement and return it to the Underwriters. This Bond Purchase Agreement shall become a binding agreement between you and the Underwriters when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

J.P. MORGAN SECURITIES INC.
SIEBERT BRANDFORD SHANK & CO., LLC
SOUTHWEST SECURITIES, INC.
RBC DAIN RAUSCHER
WALTON JOHNSON & CO.
LEHMAN BROTHERS
GOLDMAN, SACHS & CO.
MORGAN STANLEY

By: J.P. MORGAN SECURITIES INC.,
as Representative

By: _____
Authorized Officer

Accepted and agreed to this 10th day of October, 2007 at ____: _____ __.m.

DOWNTOWN DALLAS DEVELOPMENT
AUTHORITY

By: _____
President

SCHEDULE I

List of Underwriters

J.P. Morgan Securities Inc.

Siebert Brandford Shank & Co., LLC

Southwest Securities, Inc.

RBC Dain Rauscher

Walton Johnson & Co.

Lehman Brothers

Goldman, Sachs & Co.

Morgan Stanley

EXHIBIT A

BOND TERMS

Dated Date: October 1, 2007

Principal Amount: $_____

The maturities, yields, Maturity Amounts and prices are as shown in the Pricing Summary attached hereto as Attachment 1.

Redemption Provisions:

REDEMPTION OF BONDS

The Bonds may be redeemed only in Maturity Amounts of $5,000 or any integral multiple thereof (an "Authorized Denomination"), at the option of the Issuer, on February 15, 2008, or on any February 15 or August 15 thereafter, in the manner and at the redemption price indicated below. The Bonds are subject to optional redemption prior to their maturity at the option of the Issuer, in whole or in part (and if in part, on a *Pro Rata* basis as described below), at a redemption price equal to the greater of:

(a) 100 percent of the Accreted Value of the Capital Appreciation Bonds to be redeemed; or

(b) the present value of the Maturity Amount of the Bonds to be redeemed discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 12.5 basis points;

For the purposes of determining the Treasury Rate, the following definitions shall apply:

"Comparable Treasury Issue" means, with respect to any redemption date for a particular Bond, the United States Treasury security or securities selected by the Designated Investment Banker which has or have an actual or interpolated maturity comparable to the remaining life of the applicable Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining life of the applicable Bonds to be redeemed.

"Comparable Treasury Price" means, with respect to any redemption date for a particular Bond, (1) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Designated Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"Designated Investment Banker" means one of the Reference Treasury Dealers appointed by the Issuer.

"Reference Treasury Dealer" means J.P. Morgan Securities Inc. and its successors and three other firms, specified by the Issuer from time to time, that are primary U.S. Government securities dealers in the City of New York, New York (each a "Primary Treasury Dealer"); provided, however, that if any of them ceases to be a Primary Treasury Dealer, the Issuer shall substitute another Primary Treasury Dealer.

"Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date for a particular Bond, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding such redemption date.

"Treasury Rate" means, with respect to any redemption date for a particular Bond, the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the Issuer shall determine the maturity or maturities and the amounts thereof to be redeemed, and if less than the entire maturity is redeemed, the Issuer shall direct the Paying Agent/Registrar to redeem the Bonds of such maturity on a Pro Rata basis to each Owner in whose name such Bonds are registered on the Record Date immediately preceding the redemption date.

As used in connection with the redemption of Bonds, *Pro Rata* is determined in connection with any partial optional redemption or mandatory redemption of the Bonds by multiplying the Maturity Amount of such maturity to be redeemed on the applicable redemption date by a fraction, the numerator of which is equal to the Maturity Amount of such maturity owned by an Owner, and the denominator of which is equal to the Maturity Amount of such maturity then Outstanding immediately prior to such redemption date, and then rounding the product down to the next lower integral of $5,000, provided that the portions being redeemed are required to be in multiples of $5,000 in Maturity Amount, and all the Bonds of a maturity to remain outstanding following any redemption are required to be in multiples of $5,000 in Maturity Amount.

EXHIBIT B

[Attach Form of Final Official Statement]

EXHIBIT C

FORM OF OPINION OF GENERAL COUNSEL TO THE ISSUER

1. The Issuer is validly existing as a not-for-profit local government corporation in good standing under the laws of the State of Texas. It is exempt from payment of federal income taxes on its income.

2. The Issuer has the corporate power to execute, deliver and perform its obligations under the Bond Purchase Agreement, the Bond Resolution, the Indenture, the Bonds, and the Tri-Party Agreement, and to pledge the Contract Tax Increments to be received by it and the other moneys, rights and interests pledged pursuant to the Indenture.

3. The Issuer has duly authorized, executed and delivered the Bond Purchase Agreement, the Bond Resolution, the Indenture, the Bonds, and the Tri-Party Agreement.

4. The Bond Resolution, the Indenture, the Purchase Agreement, and the Tri-Party Agreement constitute the legal, valid and binding obligations of the Issuer enforceable in accordance with their terms, except as the enforceability thereof may be subject to or limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium, and other similar laws relating to or affecting creditors' rights generally, and subject as to enforceability, to general principles of equity.

5. The execution, delivery and performance by the Issuer of the Bond Resolution, the Indenture, the Bond Purchase Agreement, and the Tri-Party Agreement do not require the authorization, approval or consent of any governmental authority, except for such authorizations, approvals or consents as have already been obtained.

6. The execution and delivery of the Bond Resolution, the Indenture, the Bond Purchase Agreement, and the Tri-Party Agreement, and compliance with the terms and provisions of each thereof, will not conflict with or constitute a breach of or default under, or, except with respect to the pledge of the Pledged Revenues (as such term is defined in the Indenture) under the Indenture, result in the creation of any lien, charge or encumbrance under (a) the Articles of Incorporation or Bylaws of the Issuer; (b) any material indenture, mortgage, deed of trust, agreement or other instrument known to us to which the Issuer is a party or is otherwise subject to or bound; or (c) any order, law, rule or regulation applicable to the Issuer of any court or other governmental body of which we are aware.

7. There is no action, suit, proceeding or investigation at law or in equity before or by any court, against or affecting the Issuer wherein an adverse determination would affect the corporate power of the Issuer to make or perform its obligations under the Bond Purchase Agreement, the Bond Resolution, the Indenture or the Tri-Party Agreement, or which would impair the issuance, sale or delivery of the Bonds.

8. The Issuer has pledged, and all necessary action on the part of the Issuer has been taken as required to pledge under the Indenture, all of the Issuer's right, title and interest in the Pledged Revenues to the Trustee on behalf of the holders of the Bonds.

9. The Issuer's pledge of the Pledged Revenues is valid and binding in accordance with its terms without further action on its part and without any filing or recording with respect thereto except in the records of the Issuer.

10. The information contained in the Official Statement under the heading "THE ZONE" fairly summarizes the matters of law and information purported to be shown therein.

AGENDA ITEM # 41

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 34 V

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting an amendment to the development plan and conditions for Planned Development Subdistrict No. 70 for MF-2 Multiple Family Subdistrict Uses within Planned Development District No. 193, the Oak Lawn Special Purpose District, on property generally bounded by Cedar Springs Road, Hawthorne Avenue, Hartford Street, and the northern half of Raleigh Street

Recommendation of Staff and CPC: Approval, subject to a development plan, perimeter planting plan and conditions

Z067-216(RB)

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, OCTOBER 10, 2007**

ACM: A. C. Gonzalez

FILE NUMBER: Z067-216(RB) **DATE FILED:** April 11, 2007

LOCATION: Area generally bounded by Cedar Springs Road, Hawthorne Avenue, Hartford Street, and the northern half of Raleigh Street

COUNCIL DISTRICT: 14 **MAPSCO:** 34 V

SIZE OF REQUEST: Approx. 3.32 Acres **CENSUS TRACT:** 4.05

APPLICANT: CLB HAWTHORNE RESIDENCES, LP, Owner

REPRESENTATIVE: Karl Crawley

REQUEST: An application for an amendment to Planned Development Subdistrict No. 70 for MF-2 Multiple Family Subdistrict Uses within Planned Development District No. 193, the Oak Lawn Special Purpose District.

SUMMARY: The applicant is requesting to amend the PDS to provide for revised setbacks, building heights, and densities across the site.

CPC RECOMMENDATION: Approval, subject to a development plan, perimeter planting plan, and conditions.

STAFF RECOMMENDATION: Approval, subject to a development plan, perimeter planting plan, and conditions.

BACKGROUND INFORMATION:

- The request site consists of multiple tracts. All but one is developed with multiple family units while the southwestern most lot is developed with a duplex structure. The site is in the process of being prepared for demolition of the structures.
- The applicant is requesting amendments to provide for revisions to the setbacks, density, and structure height permitted across the site. The development plan is being amended to provide for these standards as well as revised footprints for the multiple structures.
- PDS No. 70 was approved by the City Council on April 26, 2006. On October 26, 2006, the CPC approved a request for a waiver of the two-year waiting period to provide for this request.

Zoning History:

File No.	Request, Disposition, and Date
1. Z012-239	An MF-2 Subdistrict on property zoned an O-1 Subdistrict. On November 13, 2002, the City Council approved the request, subject to volunteered deed restrictions.

PDS Summary

PDS No.	Permitted Uses	FAR/ Density	Structure Height
4	MF-2 Subdistrict	101 dwelling units	42 feet
27	MF-2 Subdistrict	24 dwelling units	42 feet

Thoroughfare/Street	Existing & Proposed ROW
Cedar Springs Road	Collector; 80’ & 80’ ROW
Hawthorne Avenue	Local; 50’ ROW
Raleigh Street	Local; 50’ ROW

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.

The applicant's request complies with all but No. 2, which is not applicable to this request. The applicant is proposing continuation of a multiple family use with less density than that permitted. Residential housing stock will include 'townhouse-like' structures within the southern portion of the site. Lastly, sensitivity has been given to maintaining a pedestrian presence at the perimeter of the site, addressing planting areas and sidewalk placements.

Comprehensive Plan:

The applicant is proposing to remove the existing residential structures and redevelop the site with traditional and 'townhouse-like' multiple family structures, with a reduced density over that recently permitted. The applicant is requesting

minor revisions to structure height, while providing for a detailed landscape and sidewalk presence along its perimeter (see attached Perimeter Planting Plan).

For these reasons, the request is in compliance with the Urban Design Element outlined in forwardDallas!

GOAL 5.1 Promote a sense of place, safety, and walkability

Policy 5.1.1 Promote pedestrian-friendly streetscapes.

Policy 5.1.3 Encourage complementary building height, scale, design and character.

Land Use Compatibility: The request site consists of multiple parcels, with all but one developed with multiple family uses. The southwestern most parcel is developed with a duplex structure. The applicant is preparing to demolish all the structures (covered parking structures have been removed at this point) to make way for the new multiple family development and townhouse-style structures. Overall density has been reduced (210>125 dwelling units) while structure height has been increased along the Cedar Springs Road frontage as well as small increases and small decreases across the balance of the site.

Exclusive of church uses in the southeast quadrant of Cedar Springs Road and Hawthorne Avenue, the predominate land use is low to medium density residential, consisting of ownership (condominium) and rental units within multiple family structures. Duplex structures exist along the east line of both Hawthorne Avenue (one story) and Raleigh Street (two story).

Staff has determined that the package presented by the applicant inclusive of certain planting/sidewalk requirements along the perimeter of the site leaves the ultimate development consistent with that permitted by PDS No. 70. This remains compatible with the existing housing stock in the area and thus is supported by staff.

Density: PDS No. 70 provides for 210 dwelling units. The applicant is proposing a reduction to a maximum of 125 dwelling units.

Height: As noted above, the zoning prior to the creation of PDS No. 70 permitted a maximum structure height of 36 feet. PDS No. 70 provides for a maximum structure height of 50 feet (four stories) inclusive of a three foot parapet wall limited to an area approximately 200 feet deep into the site, as measured from the Cedar Springs Road frontage. The middle portion of the site provides for a three level parking structure developed to a maximum height of 33

feet which includes a three-foot parapet wall. The southeastern residential structure is permitted a maximum height of 40 feet (three stories) inclusive of a three-foot parapet wall.

The applicant has requested an increase in height along the Cedar Springs Road frontage to 58 feet; a small increase-30'/33' for a parking garage to 38' for residential structures (within the middle third of the site) and a small decrease in the southeastern portion of the site. Combined with the reduction in density and a mix of housing stock, staff supports the cumulative revisions to structure height.

Traffic: The Engineering Section of the Building Inspection Division of the Department of Development Services has reviewed the request and determined it will not impact the surrounding street system.

Landscaping: Many large trees exist on the property, with the majority of them being found along the perimeter of the site.

In conjunction with the applicant's request for revisions to the development plan, certain accommodations have been made relating to the perimeter of the site. Specifically, sidewalk width/placement provisions have been provided to address utility issues at the perimeter. Additionally, the Cedar Springs Road frontage will be more defined as a result of specific planting provisions.

CPC ACTION

(August 23, 2007)

Motion: It was moved to recommend **approval** of an amendment to Planned Development Subdistrict No. 70 for MF-2 Multiple Family Subdistrict Uses, subject to a development plan, perimeter planting plan, and staff's recommended conditions within Planned Development District No. 193, the Oak Lawn Special Purpose District in an area generally bounded by Cedar Springs Road, Hawthorne Avenue, Hartford Street, and the northern half of Raleigh Street.

Maker: Marshall
Second: Emmons
Result: Carried: 14 to 0

For: 14 - Prothro, Strater, Gary, Marshall, Woolen Lipscomb, Bagley, Jones-Dodd, Weiss, Hill, Buehler, Wolfish, Ekblad, Emmons, Cunningham

Against: 0
Absent: 0
Vacancy: 1 - District 6

Notices: Area: 500 Mailed: 143
Replies: For: 2 Against: 1

Speakers: None

List of Officers

CLB HAWTHORNE RESIDENCES, LP
CLB HAWTHORNE RESIDENCES GP, LLC

Richard L. Bloch, Director
Will Cureton, Director
J. Scott Rodgers, Senior Developer
Todd Proctor, Vice President

Z067-216

CPC RECOMMENDED AMENDING CONDITIONS FOR PDS NO. 70

SEC.51P-743.107. YARD, LOT, AND SPACE REGULATIONS.

(b) Multiple-family uses. The following restrictions apply for multiple-family uses.

(1) Density. Maximum number of dwelling units is 125 ~~210~~.

(2) Height. The following height restrictions apply if any part of a building is used for multiple-family uses.

~~(A) Building A.~~

~~(i) As provided in this subparagraph, maximum height is 37 feet.~~

~~(ii) Parapet walls may extend a maximum of three feet above maximum height permitted in subparagraph (A)(i).~~

~~(iii) Maximum height for elevator penthouses, stairwells is 48 feet in the locations as shown on the development plan.~~

~~(B) Buildings B and C.~~

~~(i) Except as provided in this subparagraph, maximum height is 47 feet.~~

~~(ii) Parapet walls may extend a maximum of three feet above maximum height permitted in subparagraph (B)(i).~~

~~(iii) Maximum height for elevator penthouses, stairwells is 58 feet in the locations as shown on the development plan.~~

~~(C) P-1.~~

~~(i) Except as provided in this subparagraph, maximum height is 27 feet.~~

~~(ii) Parapet walls may extend a maximum of three feet above the third parking level.~~

~~(iii) Maximum height for stairwells is 40 feet in the locations as shown on the development plan.~~

~~(B) P-2.~~

~~(i) Except as provided in this subparagraph, maximum height is 30 feet.~~

~~(ii) Parapet walls may extend a maximum of three feet above the third parking level.~~

~~(iii) Maximum height for stairwells is 50 feet in the locations as shown on the development plan.~~

(A) Buildings A, B, C, D, and E.

(i) Except as provided in this subparagraph, maximum structure height is 38 feet.

(ii) Maximum height for parapet wall is two feet.

(iii) Maximum height for elevator penthouses and stairwells is 44 feet.

(B) Building G.

(iv) Except as provided in this subparagraph, maximum structure height is 58 feet.

(v) Maximum height for parapet wall is three feet.

(vi) Maximum height for elevator penthouses and stairwells is 66 feet.

(3) Location. The location of buildings A, B, C, D, E, G ~~P-1, P-2~~, and the entrance to the property must be provided as shown on the development plan. The location of all elevator penthouses and stairwells must also be provided as shown on the development plan.

(5) Stories.

(A) Maximum number of stories above grade for Buildings A, B, C, D, and E is three.

(B) Maximum number of stories above grade for Buildings ~~B and C~~ G is four.

SEC. S-70.110. LANDSCAPING.

(a) Landscaping and screening must be provided in accordance with Part I of this article and the Perimeter Planting Plan (Exhibit S-70B).

(b) Plant materials must be maintained in a healthy, growing condition.

Existing PDS. No. 70 Conditions

26315 061228

SECTION 1. That the zoning classification is changed from an MF-2 Multiple-Family Subdistrict within Planned Development District No. 193 to Planned Development Subdistrict No. 70 within Planned Development District No. 193 on the following property ("the Property"):

BEING all of Lots 1-7, 12, and 13, an abandoned right-of-way, and part of Tract 14 within City Block B/2304, generally bounded by Cedar Springs Road, Hawthorne Avenue, Hartford Street, and the northern half of Raleigh Street, and containing 3.32 acres.

SECTION 2. That Part II, "PD Subdistrict Regulations," of Article 193, "PD 193," of Chapter 51P, "Dallas Development Code: Planned Development District Regulations," of the Dallas City Code, as amended, is amended by adding a new Division S-70 to read as follows:

"Division S-70. PD Subdistrict 70.

SEC. S-70.101. LEGISLATIVE HISTORY.

PD Subdistrict 70 was established by Ordinance No._____, passed by the Dallas City Council on April 26, 2006.

SEC. S-70.102. PROPERTY LOCATION AND SIZE.

PD Subdistrict 70 is established on property generally bounded by Cedar Springs Road, Hawthorne Avenue, Hartford Street, and the northern half of Raleigh Street. The size of PD Subdistrict 70 is 3.32 acres.

SEC. S-70.103. DEFINITIONS AND INTERPRETATIONS.

(a) Unless otherwise stated, the definitions and interpretations in Chapter 51 and Part I of this article apply to this division. In the event of a conflict, this division controls. In the event of a conflict between Chapter 51 and Part I of this article, Part I of this article controls.

(b) In this division, 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 residential zoning district.

SEC. S-70.104. DEVELOPMENT PLAN.

(a) For multiple-family uses, development and use of the Property must comply with the development plan (Exhibit S-70A). In the event of a conflict between the text of this division and the development plan, the text of this division controls.

(b) For all other uses, no development plan is required, and the provisions of Section 51A-4.702 regarding submission of or amendments to a development plan, site analysis plan, conceptual plan, development schedule, and landscape plan do not apply.

SEC. S-70.105. MAIN USES.

The only main uses permitted in this subdistrict are those main uses permitted in the MF-2 Multiple-Family Subdistrict, subject to the same conditions applicable in the MF-2 Multiple-Family Subdistrict, as set out in Part I of this article. For example, a use permitted in the MF-2 Multiple-Family Subdistrict only by specific use permit (SUP) is permitted in this subdistrict only by SUP, and a use subject to development impact review (DIR) in the MF-2 Multiple-Family Subdistrict is subject to DIR in this subdistrict.

SEC. S-70.106. ACCESSORY USES.

As a general rule, an accessory use is permitted in any subdistrict 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 51P-193.108. For more information regarding accessory uses, consult Section 51P-193.108.

SEC. S-70.107. 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. In the event of a conflict between this section and Part I of this article, this section controls.)

(a) In general. Except as provided in this section, the yard, lot, and space regulations for the MF-2 Multiple-Family Subdistrict apply in this subdistrict.

(b) Multiple-family uses. The following restrictions apply for multiple-family uses.

(1) Density. Maximum number of dwelling units is 210.

(2) Height. The following height restrictions apply if any part of a building is used for multiple-family uses.

(A) Building A.

(i) Except as provided in this subparagraph, maximum structure height is 37 feet.

(ii) Maximum height of parapets is 40 feet.

(iii) Maximum height for elevator penthouses and stairwells is 48 feet.

(B) Buildings B and C.

(i) Except as provided in this subparagraph, maximum structure height is 47 feet.

(ii) Maximum height of parapets is 50 feet.

(iii) Maximum height for elevator penthouses and stairwells is 58 feet.

(C) P-1.

(i) Except as provided in this subparagraph, maximum structure height is 27 feet.

(ii) Maximum height of parapets is 30 feet.

(iii) Maximum height for stairwells is 40 feet.

(D) P-2.

(i) Except as provided in this subparagraph, maximum structure height is 30 feet.

(ii) Maximum height of parapets is 33 feet.

(iii) Maximum height for stairwells is 50 feet.

(E) Entrance. Maximum structure height is 50 feet.

(3) Location. The location of buildings A, B, C, P-1, P-2, and the entrance to the property must be provided as shown on the development plan. The location of all elevator penthouses and stairwells must also be provided as shown on the development plan.

(4) Lot Coverage. Maximum lot coverage is 70 percent. Aboveground parking structures are included in lot coverage calculations; surface parking lots and underground parking structures are not.

(5) Stories.

(A) Maximum number of stories above grade for Building A is three.

(B) Maximum number of stories above grade for Buildings B and C is four.

SEC. S-70.108. OFF-STREET PARKING AND LOADING.

Consult Part I of this article for the specific off-street parking and loading requirements for each use. Consult the off-street parking and loading regulations of PD 193 for information regarding off-street parking and loading generally.

SEC. S-70.109. ENVIRONMENTAL PERFORMANCE STANDARDS.

See Article VI.

SEC. S-70.110. LANDSCAPING.

(a) Landscaping and screening must be provided in accordance with Part I of this article.

(b) Plant materials must be maintained in a healthy, growing condition.

SEC. S-70.111. SIGNS.

Signs must comply with the provisions for nonbusiness zoning districts in Article VII.

SEC. S-70.112. 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.

(c) Except as otherwise specified in this division, development and use of the Property must comply with Part I of this article.

SEC. S-70.113. 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 to authorize work, or a certificate of occupancy to authorize the operation of a use, in this 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.

SEC. S-70.114. ZONING MAP.

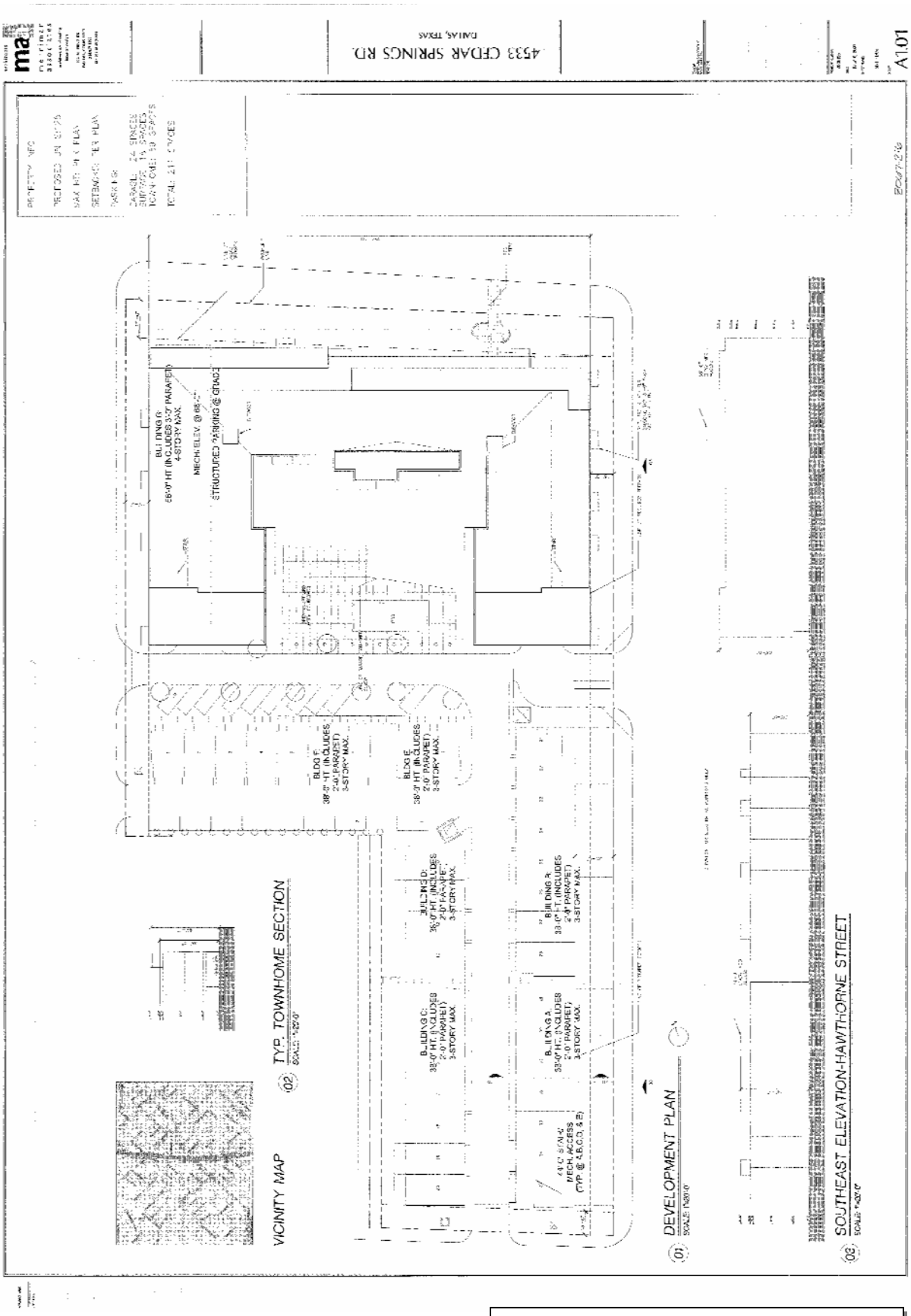
PD Subdistrict 70 is located on Zoning Map No. I-7."

SECTION 3. That, pursuant to Section 51A-4.701 of Chapter 51A of the Dallas City Code, as amended, the property description in Section 1 of this ordinance shall be construed as including the area to the centerline of all adjacent streets and alleys.

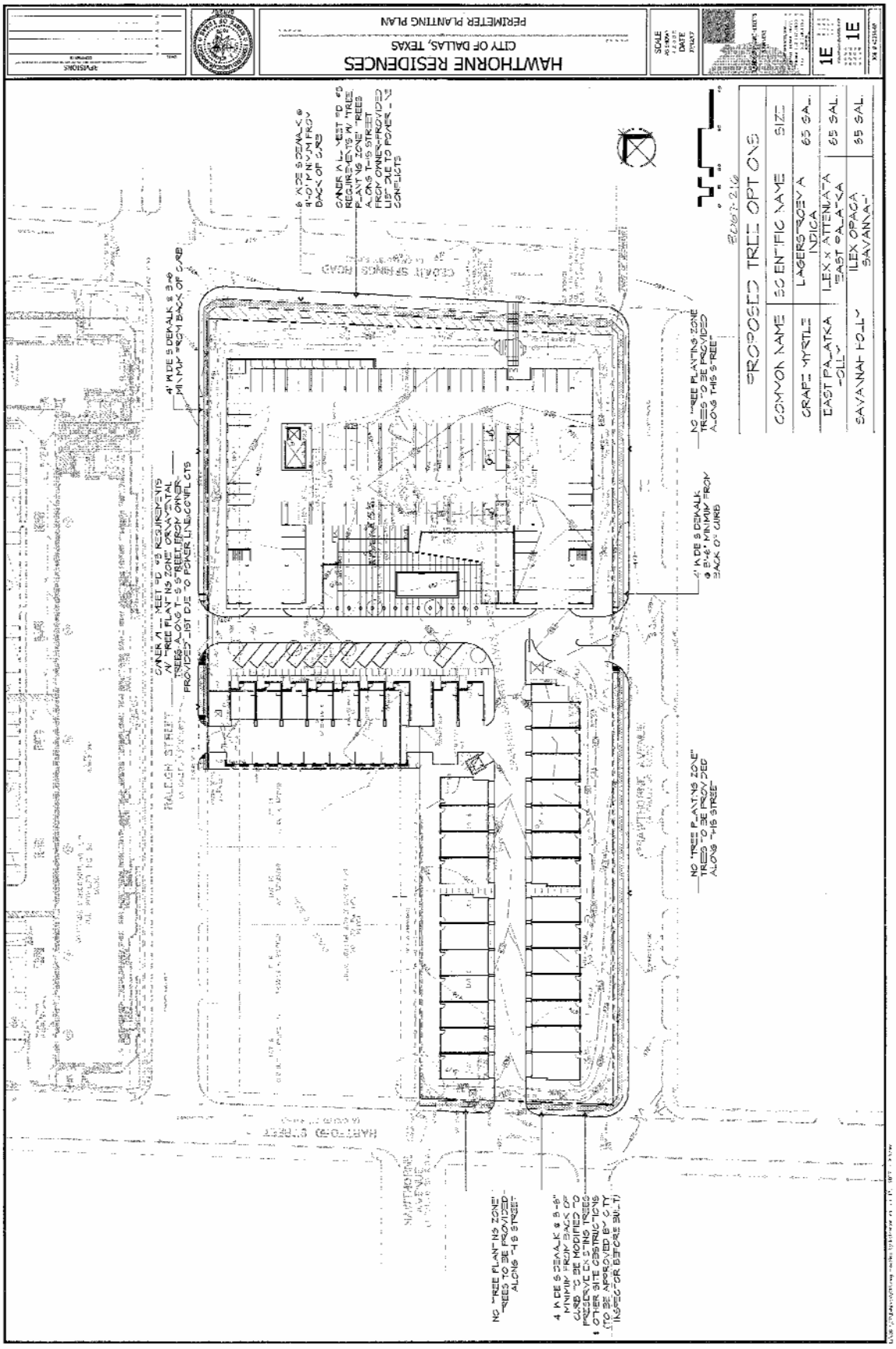
SECTION 4. That development of this subdistrict must comply with the full-scale version of the development plan attached to this ordinance. A reduced-sized version of this plan shall be provided in Chapter 51P. Permits shall be issued based on information provided on the full-scale version of the plan.

SECTION 5. That the director of development services shall correct Zoning District Map No. I-7 in the offices of the city secretary, the building official, and the department of development services to reflect the changes in zoning made by this ordinance.

SECTION 6. That the city attorney is authorized to insert the enrolled number of this ordinance in the legislative history section of Division S-70 in Chapter 51P.



Proposed Development Plan



Perimeter Planting Plan

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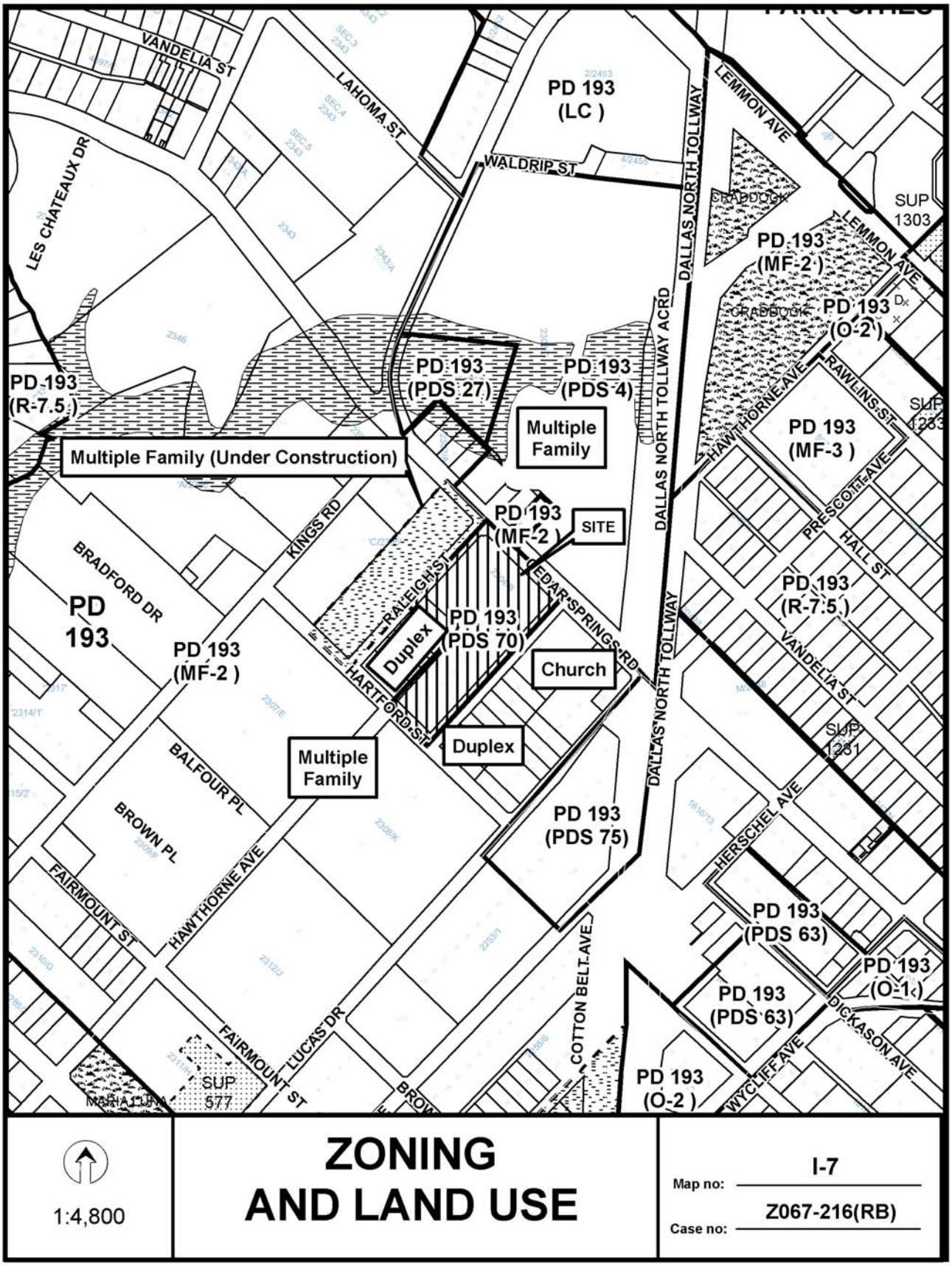
VICINITY MAP

Map no: I-7

Case no: Z067-216(RB)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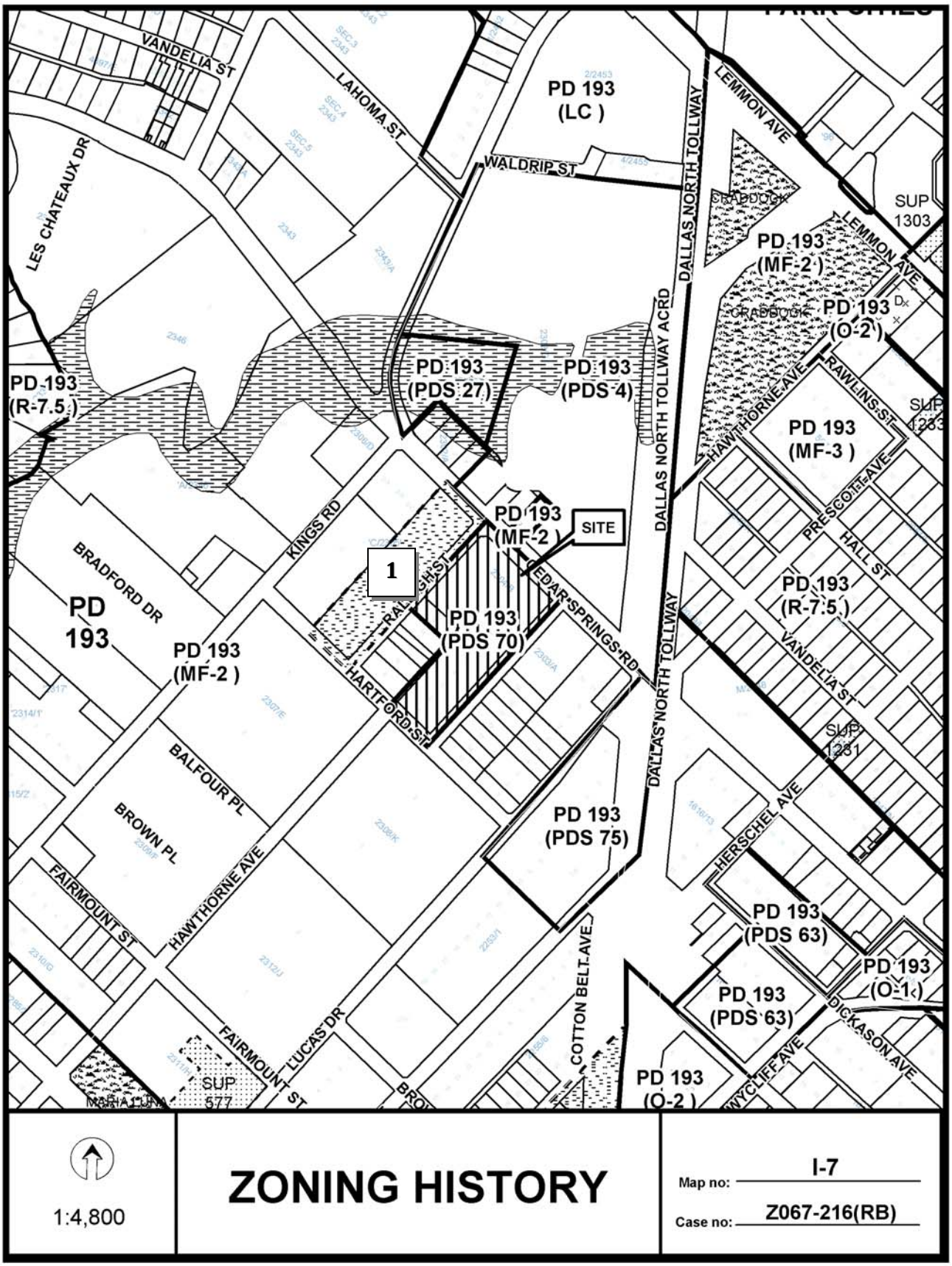
LAHOMA ST
LES CHATEAUX DR
WALDRIP ST
PD 193 (LC)
LEMMON AVE
DALLAS NORTH TOLLWAY
DALLAS NORTH TOLLWAY ACRD
CRADDOCK
SUP 1303
PD 193 (MF-2)
PD 193 (O-2)
PD 193 (R-7.5)
PD 193 (PDS 27)
PD 193 (PDS 4)
Multiple Family
Multiple Family (Under Construction)
HAWTHORNE AVE
RAWLINS ST
PD 193 (MF-3)
PRESCOTT AVE
HALL ST
KINGS RD
PD 193 (MF-2)
SITE
BRADFORD DR
PD 193
PD 193 (MF-2)
RALEIGH ST
CEDAR SPRINGS RD
Duplex
PD 193 (PDS 70)
Church
PD 193 (R-7.5)
VANDELIA ST
HARTFORD ST
Duplex
SUP 1281
BALFOUR PL
Multiple Family
BROWN PL
PD 193 (PDS 75)
HERSCHEL AVE
FAIRMOUNT ST
HAWTHORNE AVE
PD 193 (PDS 63)
PD 193 (O-1)
COTTON BELT AVE
PD 193 (PDS 63)
DICKASON AVE
FAIRMOUNT ST
LUCAS DR
SUP 577
PD 193 (O-2)
WYCLIFF AVE
1:4,800
ZONING AND LAND USE
Map no: I-7
Case no: Z067-216(RB)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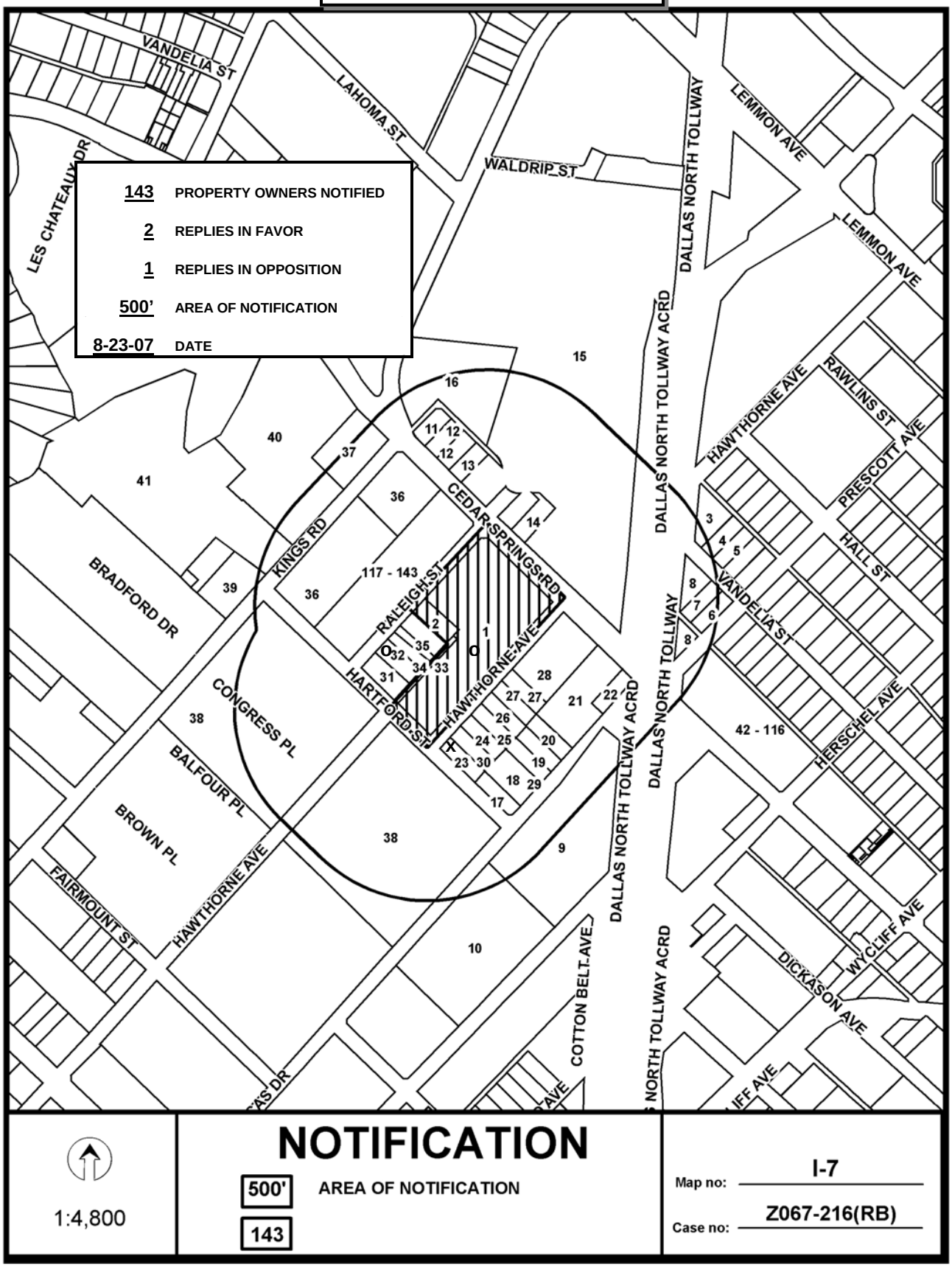
LAHOMA ST
LES CHATEAUX DR
WALDRIP ST
PD 193 (LC)
DALLAS NORTH TOLLWAY
LEMMON AVE
SUP 1303
PD 193 (MF-2)
PD 193 (O-2)
PD 193 (R-7.5)
PD 193 (PDS 27)
PD 193 (PDS 4)
DALLAS NORTH TOLLWAY ACRD
HAWTHORNE AVE
RAWLINS ST
PD 193 (MF-3)
PRESCOTT AVE
HALL ST
KINGS RD
PD 193 (MF-2)
SITE
1
BRADFORD DR
PD 193
RALEIGH ST
CEDAR SPRINGS RD
PD 193 (PDS 70)
PD 193 (R-7.5)
VANDELIA ST
HARTFORD ST
SUP 1281
BALFOUR PL
BROWN PL
PD 193 (PDS 75)
HERSCHEL AVE
FAIRMOUNT ST
HAWTHORNE AVE
PD 193 (PDS 63)
PD 193 (O-1)
COTTON BELT AVE
PD 193 (PDS 63)
DICKASON AVE
FAIRMOUNT ST
LUCAS DR
SUP 577
PD 193 (O-2)
WYCLIFF AVE
1:4,800
ZONING HISTORY
Map no: I-7
Case no: Z067-216(RB)

CPC RESPONSES



Notification List of Property Owners

Z067-216(RB)(aa)

143 Property Owners Notified

Label	*Address*		*Owner*
O1	4531	CEDAR SPRINGS	CLB HAWTHORNE RESIDENCES
2	2920	RALEIGH	EILERS JANELL L &
3	4518	VANDELIA	PENDLETON AMY S
4	4512	VANDELIA	SCHWEND NICOLE
5	4508	VANDELIA	HARTLEY THOMAS G
6	4503	VANDELIA	OROPEZA MISTY
7	4507	VANDELIA	TEXAS TURNPIKE AUTHORITY
8	4509	VANDELIA	TEXAS UTILITIES ELEC CO
9	2924	LUCAS	SOUTHWEST EMBARCADERO LP
10	2816	LUCAS	MELROSE PLACE APARTMENTS
11	4624	CEDAR SPRINGS	GABBAY RAPHAEL & ZAHAVA
12	4618	CEDAR SPRINGS	4614 CEDAR SPRINGS LTD
13	4610	CEDAR SPRINGS	THOMAS CHARLES E
14	4546	CEDAR SPRINGS	MARTIN JACK A
15	4606	CEDAR SPRINGS	JEFFERSON CEDAR SPRING
16	3102	KINGS	PIAZZA SIENA LP
17	2903	LUCAS	SOOCKAR KARL D
18	2909	LUCAS	KELCHER MANAGEMENT INC
19	2919	LUCAS	IRVIN ROSS GREGORY
20	2923	LUCAS	GREATER MOUNT ZION
21	4505	CEDAR SPRINGS	KILLEEN DON
22	4503	CEDAR SPRINGS	TEXAS TURNPIKE AUTHORITY
X23	2900	HAWTHORNE	MUMM CHARLES
24	2908	HAWTHORNE	GUEVARA ANTONIO &
25	2912	HAWTHORNE	ALEJANDRO JOSE ALFREDO
26	2916	HAWTHORNE	ALEJANDRO JOSE A & BLANCA

Label	*Address*		*Owner*
27	3000	HAWTHORNE	SKINNER LEO
28	4515	CEDAR SPRINGS	BETHANY PRESBYTERIAN CH
29	2915	LUCAS	FERRETES IRENE
30	2906	HAWTHORNE	MONZURES ERASMO &
31	2902	RALEIGH	PARKS CHARLES I JR
O32	2906	RALEIGH	SOFIELD THOMAS A
33	2912	RALEIGH	FLEMISTER JAY
34	2914	RALEIGH	FLEMISTER JAY
35	2916	RALEIGH	NORRIS JESSE E
36	4625	CEDAR SPRINGS	CARROLL CHARLES & JIL SANTI
37	4701	CEDAR SPRINGS	BLACKSTOCK MICHAEL R
38	2820	KINGS	DALLAS HOUSING AUTHORITY
39	2833	KINGS	ELE INC
40	4709	CEDAR SPRINGS	CEDAR SPRINGS APT ASSO LP
41	2929	KINGS	URBAN AFFORDALE HOUSING
42	4414	CEDAR SPRINGS RD	BURNS LARA L
43	4414	CEDAR SPRINGS RD	HO ELIZABETH D
44	4414	CEDAR SPRINGS RD	RICE JAMES H JR
45	4414	CEDAR SPRINGS RD	SMALLWOOD MATTHEW A
46	4414	CEDAR SPRINGS RD	DO THAO
47	4414	CEDAR SPRINGS RD	HUNTER BOBBIE L & ANNIE
48	4414	CEDAR SPRINGS RD	FAROOQI MIDHAT S &
49	4414	CEDAR SPRINGS RD	WEBER ERICH
50	4414	CEDAR SPRINGS RD	ROSSER L B
51	4414	CEDAR SPRINGS RD	PETTIT STACY L
52	4414	CEDAR SPRINGS RD	MATSUNO WENDY
53	4414	CEDAR SPRINGS RD	CHESLOCK JASON B & MARY B
54	4414	CEDAR SPRINGS RD	HEIMBACH SARAH E
55	4414	CEDAR SPRINGS RD	PHAM LINH L
56	4414	CEDAR SPRINGS RD	ALLEVA PAOLO
57	4414	CEDAR SPRINGS RD	MUTREJA SWADESH & JAI G

Label	*Address*		*Owner*
58	4414	CEDAR SPRINGS RD	ODUNSI ABAYOMI N
59	4414	CEDAR SPRINGS RD	HENSON MATTHEW T
60	4414	CEDAR SPRINGS RD	BLACK JENNIFER M
61	4414	CEDAR SPRINGS RD	HEATH LEA ANNE
62	4414	CEDAR SPRINGS RD	TAVARES CARLOS L &
63	4414	CEDAR SPRINGS RD	CHENET FLORENCE J
64	4414	CEDAR SPRINGS RD	GIDDENS CHRISTOPHER
65	4414	CEDAR SPRINGS RD	TRIMBLE KYNA L
66	4414	CEDAR SPRINGS RD	JOHNSON JILL
67	4414	CEDAR SPRINGS RD	POWERS LORI L.
68	4414	CEDAR SPRINGS RD	SETHI VIKRAM
69	4414	CEDAR SPRINGS RD	RICHARDSON DAVID C
70	4414	CEDAR SPRINGS RD	DYTKO MICHAEL A
71	4414	CEDAR SPRINGS RD	HOGAN TRENT
72	4414	CEDAR SPRINGS RD	VOLLMER DAVID W
73	4414	CEDAR SPRINGS RD	DENNIE DEIDRE D
74	4414	CEDAR SPRINGS RD	FINCH JIM C
75	4414	CEDAR SPRINGS RD	BLAHUT JOHN T
76	4414	CEDAR SPRINGS RD	BUDGE FRANCISCO J
77	4414	CEDAR SPRINGS RD	REEVES SHAWN A
78	4414	CEDAR SPRINGS RD	MCCREA ROBERT S
79	4414	CEDAR SPRINGS RD	FLECHA LANE INC
80	4414	CEDAR SPRINGS RD	PARK EDWARD
81	4414	CEDAR SPRINGS RD	PEARSON VICTORIA A
82	4414	CEDAR SPRINGS RD	FURMANSKI DAMIAN &
83	4414	CEDAR SPRINGS RD	CLENDANIEL JOHN J &
84	4414	CEDAR SPRINGS RD	MOSELEY GREGORY
85	4414	CEDAR SPRINGS RD	ARMENDARIZ KARLA G
86	4414	CEDAR SPRINGS RD	PRICE LESLIE C
87	4414	CEDAR SPRINGS RD	RODGERS JAMES S
88	4414	CEDAR SPRINGS RD	HANSON STEVEN E

Label	*Address*		*Owner*
89	4414	CEDAR SPRINGS RD	TERRELL PAUL & NORMA
90	4414	CEDAR SPRINGS RD	SOO KENG CHONG
91	4414	CEDAR SPRINGS RD	TERRELL PAUL A & NORMA L
92	4414	CEDAR SPRINGS RD	MANN JENNIFER M
93	4414	CEDAR SPRINGS RD	HERCULES ELLSWORTH D &
94	4414	CEDAR SPRINGS RD	NG CLARISSE CH
95	4414	CEDAR SPRINGS RD	KIM BILLY J
96	4414	CEDAR SPRINGS RD	HANDLER LESLIE &
97	4414	CEDAR SPRINGS RD	FORREST ERICA L &
98	4414	CEDAR SPRINGS RD	HITT JOHN E
99	4414	CEDAR SPRINGS RD	TERRELL PAUL & NORMA
100	4414	CEDAR SPRINGS RD	CONNELL KATHERINE K
101	4414	CEDAR SPRINGS RD	PAULUS MICHAEL J
102	4414	CEDAR SPRINGS RD	SARABIA KAREN
103	4414	CEDAR SPRINGS RD	RHODES CHRISTOPHER L
104	4414	CEDAR SPRINGS RD	LEAF JONATHAN C
105	4414	CEDAR SPRINGS RD	KOBAYASHI JON A
106	4414	CEDAR SPRINGS RD	KATES TIFFANY R
107	4414	CEDAR SPRINGS RD	SANFORD QUINN A
108	4414	CEDAR SPRINGS RD	HUGHES TINA L
109	4414	CEDAR SPRINGS RD	BARSHOP STEPHEN E &
110	4414	CEDAR SPRINGS RD	HANNUS RAISA
111	4414	CEDAR SPRINGS RD	WEINER FRANK PHILLIP
112	4414	CEDAR SPRINGS RD	MARTIN CATHERINE
113	4414	CEDAR SPRINGS RD	TORBENSON ERIC J
114	4414	CEDAR SPRINGS RD	WHYTE KELLY A & RIPTON G
115	4414	CEDAR SPRINGS RD	DINEEN SEAN &
116	4414	CEDAR SPRINGS RD	WATSON STACEY A
117	4605	CEDAR SPRINGS RD	BAILEY LAURA ELIZABETH &
118	4605	CEDAR SPRINGS RD	WESTSIDE CONDOMINIUMS LP
119	4605	CEDAR SPRINGS RD	CAUBLE SARAH R &

Label	*Address*		*Owner*
120	4605	CEDAR SPRINGS RD	MCQUERY BARBARA
121	4605	CEDAR SPRINGS RD	ORDONEZ SINDY JOEL
122	4605	CEDAR SPRINGS RD	BLIX MICHAEL
123	4605	CEDAR SPRINGS RD	SULLIVAN ROBERT
124	4605	CEDAR SPRINGS RD	WILKINSON MATTHEW B
125	4605	CEDAR SPRINGS RD	ELIAS CLAIRE
126	4605	CEDAR SPRINGS RD	ALBASHA SAED
127	4605	CEDAR SPRINGS RD	JEONG ANNIE SIM
128	4605	CEDAR SPRINGS RD	HENEGAN LINDSEY
129	4605	CEDAR SPRINGS RD	HERSHNER PAULETTE
130	4605	CEDAR SPRINGS RD	SPOTTISWOOD ELIZABETH
131	4605	CEDAR SPRINGS RD	ALVAREZ DAVID
132	4605	CEDAR SPRINGS RD	AUSTIN JOHN C
133	4605	CEDAR SPRINGS RD	SAMENI FALLAH SAM
134	4605	CEDAR SPRINGS RD	FELDMAN MARK MD &
135	4605	CEDAR SPRINGS RD	OLSEN ADAM D
136	4605	CEDAR SPRINGS RD	WAYNE JOSEPH C JR
137	4605	CEDAR SPRINGS RD	MIRANDA WILLIAM
138	4605	CEDAR SPRINGS RD	JONESNEWMAN SHERYL
139	4605	CEDAR SPRINGS RD	JIANG HAI
140	4605	CEDAR SPRINGS RD	SCHEXNAYDER JUDE A
141	4605	CEDAR SPRINGS RD	DANG NGHI T
142	4605	CEDAR SPRINGS RD	HOLLAND JAMES HOWARD
143	4605	CEDAR SPRINGS RD	NGUYEN ANDREW

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Tanya Oliveira
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Dallas, TX 75220

Oak Lawn Heights NA
Robert Alexander
5323 Denton Drive
Dallas, TX 75235

OLPH Church
Fv.Salvador Guzman
7617 Cortland Ave.
Dallas, TX 75235

Orion Real Estate Group
Bill Lamm
PO Box 540021
Dallas, TX 75354

Raleigns-Hall Group
Frank M Stick
4224 N Hall St
Dallas, TX 75219

Robin Road Neigh
Alneda Frierson
7410 Robin Rd
Dallas, TX 75209

Robin Road Neigh
Betty R Jekins
7402 Robin Rd
Dallas, TX 75209

Walnut Hill Business Owners
JimWiley/Glen Wiley
P O Box 541323
Dallas, TX 75354

ENZ067-216(RB)

AGENDA ITEM # 42

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 11

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 25 M

SUBJECT

A public hearing to receive comments regarding a City Plan Commission authorized hearing to determine proper zoning on property zoned a D(A) Duplex District on the west side of Shadow Bend Drive, north of Meadow Road with consideration given to and an ordinance granting a TH-1(A) Townhouse District
Recommendation of Staff and CPC: Approval
Z067-307(OTH)

HONORABLE MAYOR & CITY COUNCIL **THURSDAY, OCTOBER 10, 2007**

ACM: A. C. GONZALEZ

FILE NUMBER: Z067-307 (OTH) **DATE FILED:** August 8, 2007

LOCATION: On the west side of Shadow Bend Drive, north of Meadow Road.

COUNCIL DISTRICT: 11 **MAPSCO:** 25 - M

SIZE OF REQUEST: Approx. 1.72 acres **CENSUS TRACT:** 131.02

REQUEST: A City Plan Commission authorized hearing to determine proper zoning on property zoned a D(A) Duplex District with consideration given to a TH-1(A) Townhouse District.

SUMMARY: The housing units were built as townhouses around the early 1970's. During the transition in the late 1980's, the site was zoned as D(A) Duplex District.

CPC RECOMMENDATION: **Approval**

STAFF RECOMMENDATION: **Approval**.

BACKGROUND INFORMATION:

- The site is developed with single family dwelling units.
- The request site is surrounded by duplex housing to the east and north, single family to the west and a public school to the south.
- These homes were built as townhouses. During the transition in the late 1980's, the city rezoned the property to a D(A) Duplex District.

Zoning History: There has been one zoning requests in the area.

1. Z023-211 On June 25, 2003 the City Council approved a Planned Development District for a school and R-7.5(A) Single Family District uses on property zoned an R-7.5(A) Single Family District.

Thoroughfares/Streets:

Thoroughfares/Street	Type	Existing ROW
Meadow Road	Collector	60 Ft.. ROW

Land Use:

	Zoning	Land Use
Site	D(A)	Single Family Residential
East	D(A)	Duplex
South	PD No. 656	Public School
West	R-13(A)	Single Family Residential
North	D(A)	Duplex

Comprehensive Plan:

The requested zoning change is compatible with the intent of the Comprehensive Plan because it complies with the below mentioned goals and policies.

Land Use Element:

The TH-1(A) Townhouse District will maintain the character of the existing neighborhood. The existing set back will have to be maintained in case there are any demolitions and new constructions on the site.

Goal 1.1 Align land use and strategies with economic development priorities.

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics.

Housing Element:

The proposed zoning district will maintain the existing neighborhood characteristics and the housing supply.

Goal 3.1 Ensure a sustainable and efficient long-range housing supply.

Policy 3.1.3 Encourage stabilization of existing neighborhoods.

Urban Design Element:

Goal 5.2 Strengthen community and neighborhood identity.

Policy 5.2.1 Maintain neighborhood scale and character.

STAFF ANALYSIS:

Land Use Compatibility:

The request site is zoned a D(A) Duplex District. The site is developed with single family residential units. The surrounding land uses are: duplex to the north and east, public school to the south, and single family residential to the west.

The site was developed with townhouses in the early 1970's, but with the City's transition in the late 1980's the property was zoned a D(A) Duplex District. This zoning district has more restrictive setbacks than the TH-1(A) Townhouse District. The City Plan Commissioner for the area requested the authorized hearing due to the fact that some property owners have encountered problems when trying to expand their residence.

Since the area was developed legally as townhouses, staff has no objection to rezoning the property to reflect what is developed. The TH-1(A) Townhouse District and uses are compatible with the surrounding area.

The following are differences between the D(A) and TH-1(A) districts:

- TH-1(A) Townhouse District has zero setbacks. D(A) has a front yard setback of 25 front and rear and side yard setbacks of 5 feet. If new construction were to occur in the subject property, the front yard setback continuity will have to be maintained. Therefore, the character and look of the area would not be significantly affected.

- The minimum lot size for D(A) Duplex District is 6,000 square feet, while the minimum lot size for TH-1(A) Townhouses District is 2,000 square feet.

- The density for D(A) is one dwelling unit per 3,000 square feet; and the density for TH-1(A) is six units per acre.

Development Standards:

DISTRICT	SETBACKS Front	SETBACKS Side/Rear	Density FAR	Height	Lot Coverage	Special Standards	Primary Uses
Existing							
D(A) Duplex	25’	5’	1 Dwelling Unit/ 3,000 sq. ft.	36’	60%	Min. Lot: 6,000 sq. ft	Duplex & single family
Proposed							
TH-1(A) Townhouse	0’	0’	6 Dwelling Units/ Acre	36’	60%	Min. Lot: 2,000 sq. ft	Single family

Traffic:

The Engineering Section of the Building Inspection Division of the Department of Development Services has reviewed the requested zoning change and determined the proposal will not have a significant impact on the street system.

Landscaping:

Landscaping must be provided in accordance to Article X of the Dallas Development Code.

CPC ACTION:

September 27, 2007

Motion: It was moved to recommend **approval** of a TH-1(A) Townhouse District on property zoned a D(A) Duplex District on property located on the west side of Shadow Bend Drive, north of Meadow Road.

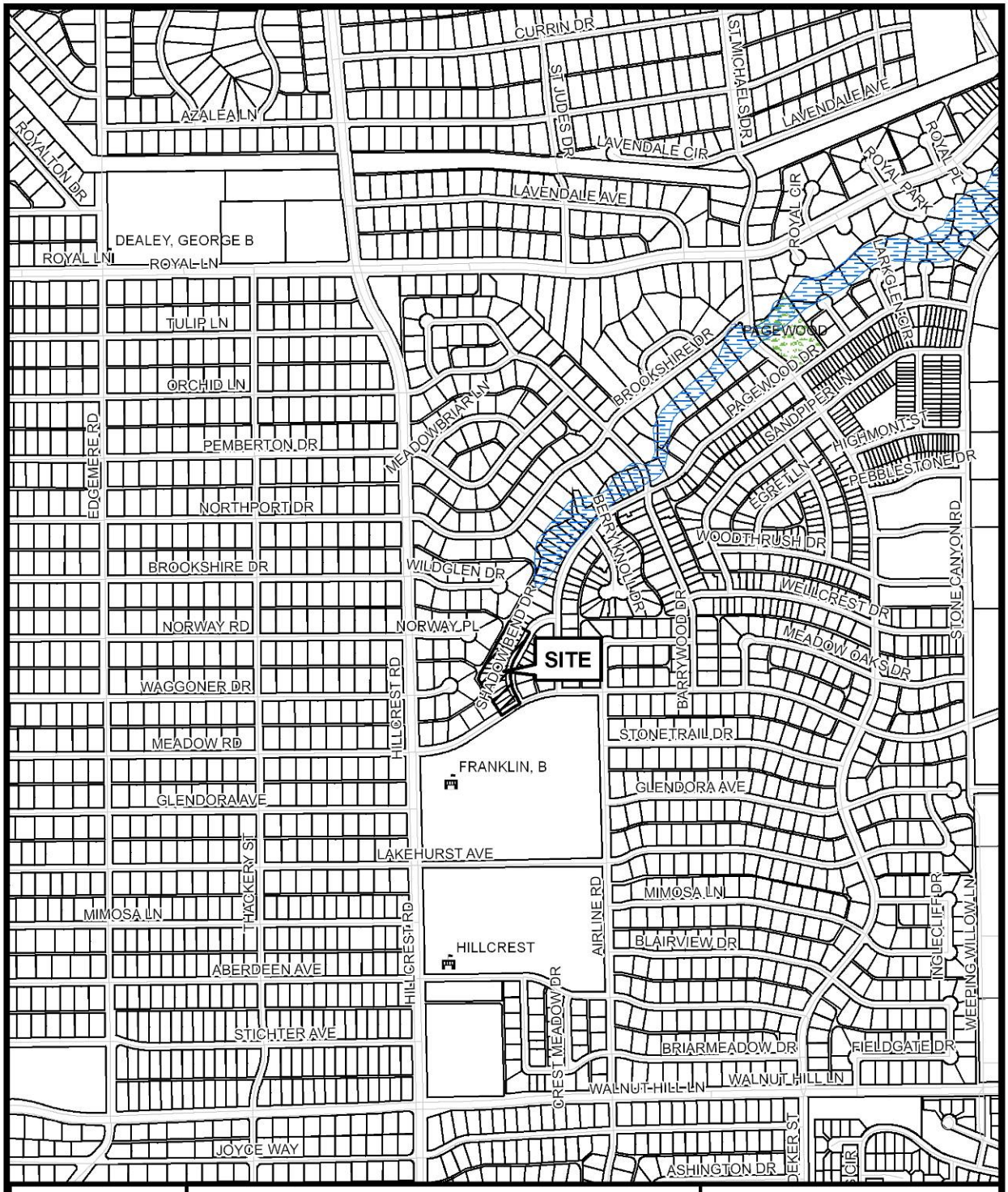
Maker: Buehler
Second: Prothro
Result: Carried: 11 to 0

For: 11 - Prothro, Strater, Gary, Marshall, Woolen Lipscomb, Bagley, Jones-Dodd, Weiss, Buehler, Ekblad, Emmons

Against: 0
Absent: 2 – Cunningham, Hill
Vacancy: 1

Notices: Area: 200 Mailed: 43
Replies: For: 8 Against: 1

Speakers: For: 2
Peter Ryan, 5610 Caruth, Dallas, Texas 75209
Celina Gonzalez, 10417 Shadow Bend Drive, Dallas, Texas 75207
Against: None



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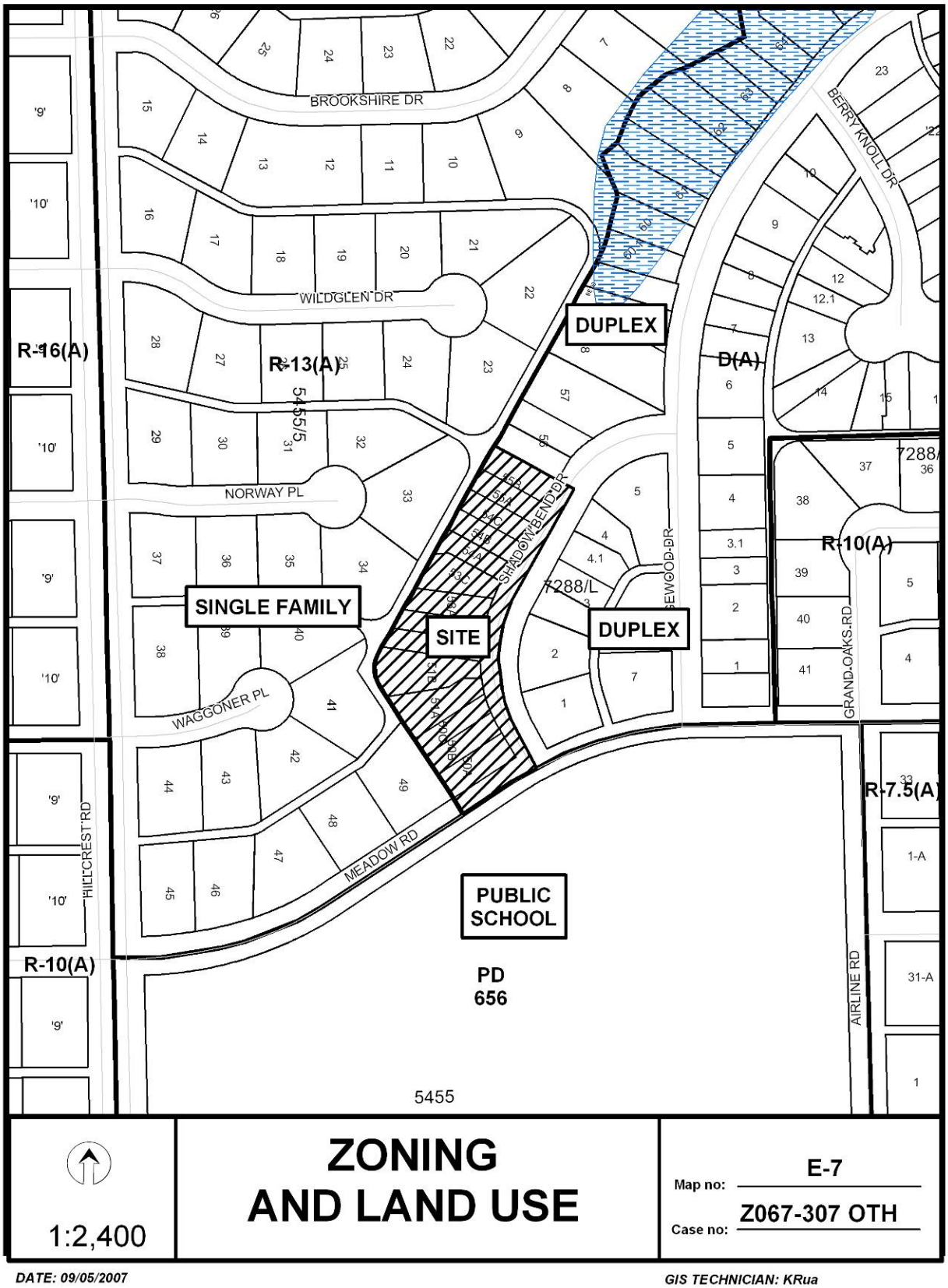
VICINITY MAP

Map no: E-7

Case no: Z067-307 OTH

DATE: 09/05/2007

GIS TECHNICIAN: KRua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NORWAY PL
WAGGONER PL
HILLCREST RD
MEADOW RD
SHADOW BEND DR
BERRY KNOLL DR
GRAND OAKS RD
AIRLINE RD
R-16(A)
R-13(A)
R-10(A)
R-7.5(A)
D(A)
DUPLEX
SINGLE FAMILY
SITE
PUBLIC SCHOOL
PD 656
5455/5
7288/L
5455
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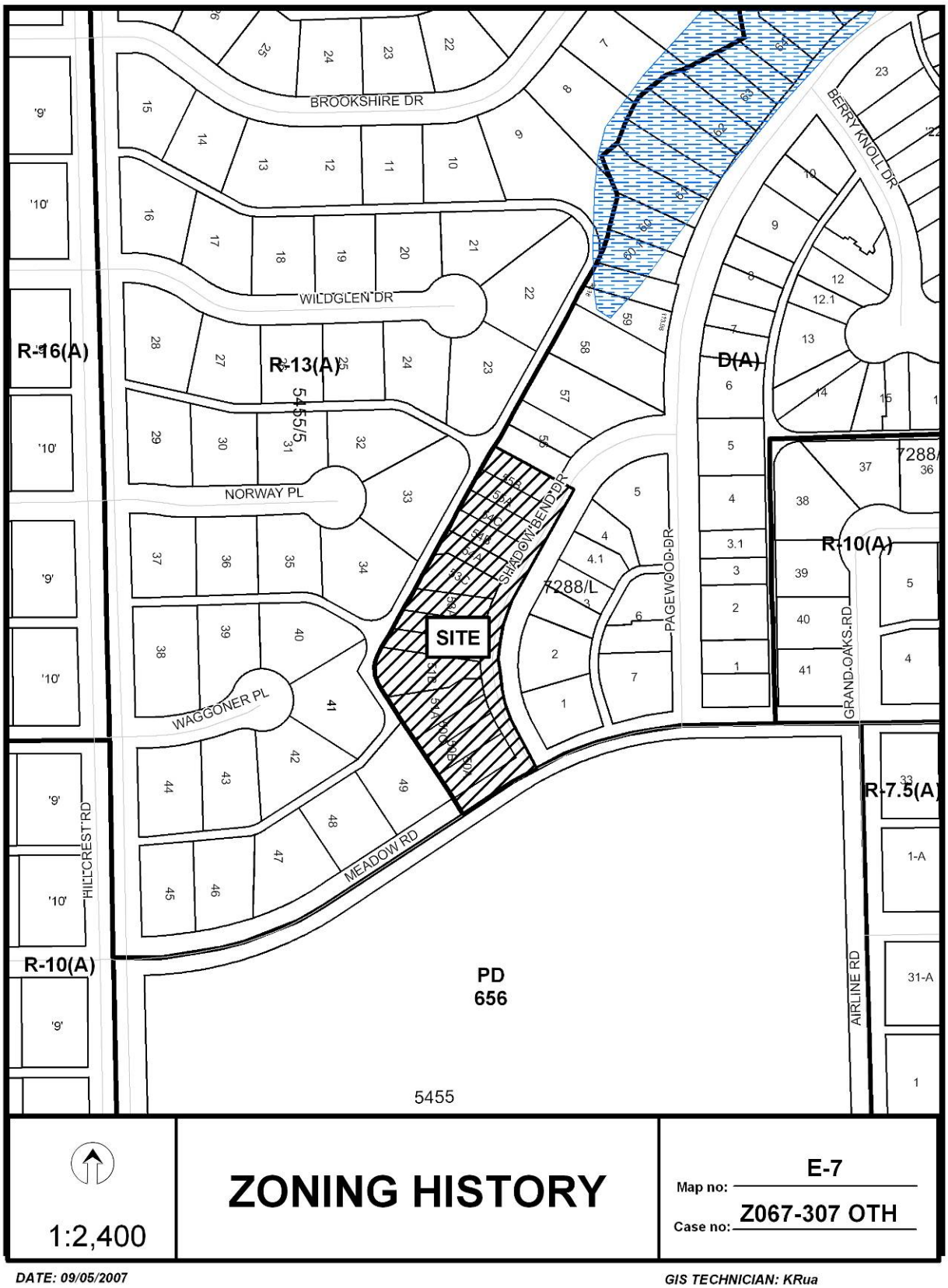
ZONING AND LAND USE
Map no: E-7
Case no: Z067-307 OTH
DATE: 09/05/2007
GIS TECHNICIAN: KRua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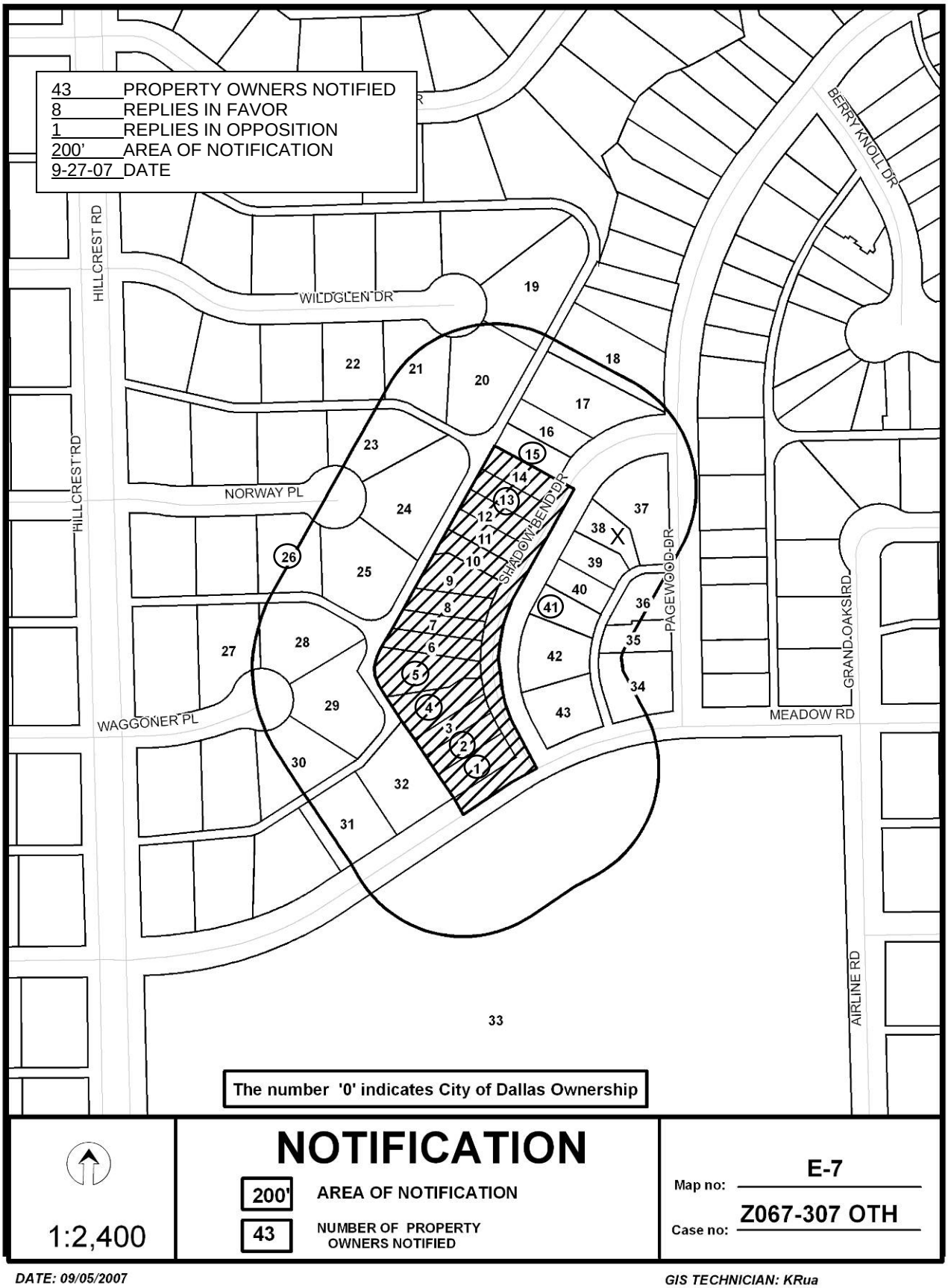
NORWAY PL
WAGGONER PL
MEADOW RD
HILLCREST RD
SHADOW BEND DR
PAGEWOOD DR
BERRY KNOLL DR
GRAND OAKS RD
AIRLINE RD
R-16(A)
R-13(A)
D(A)
R-10(A)
R-7.5(A)
SITE
PD
656
5455
5455/5
7288/L
1:2,400
ZONING HISTORY
Map no: E-7
Case no: Z067-307 OTH
DATE: 09/05/2007
GIS TECHNICIAN: KRua


43 PROPERTY OWNERS NOTIFIED
8 REPLIES IN FAVOR
1 REPLIES IN OPPOSITION
200' AREA OF NOTIFICATION
9-27-07 DATE
HILLCREST RD
WILDGLEN DR
NORWAY PL
WAGGONER PL
SHADOW BEND DR
PAGEWOOD DR
BERRY KNOLL DR
GRAND OAKS RD
MEADOW RD
AIRLINE RD
The number '0' indicates City of Dallas Ownership
NOTIFICATION
200' AREA OF NOTIFICATION
43 NUMBER OF PROPERTY OWNERS NOTIFIED
1:2,400
Map no: E-7
Case no: Z067-307 OTH
DATE: 09/05/2007
GIS TECHNICIAN: KRua

Notification List of Property Owners

Z067-307 (OTH)(KRua)

43 Property Owners Notified

Label	*Address*		*Owner*
(1)	10401	SHADOW BEND	COX ALAN R
(2)	10403	SHADOW BEND	MEINRATH JOHN CROCKER
3	10405	SHADOW BEND	THOMPSON EVANS
(4)	10407	SHADOW BEND	RYAN PETER M
(5)	10411	SHADOW BEND	NORWOOD LYNDA J
6	10415	SHADOW BEND	LEVINE LEAH
7	10417	SHADOW BEND	GONZALEZ CELINA
8	10419	SHADOW BEND	ROBERTS LYN MCADEN
9	10421	SHADOW BEND	FIELDING B DONALD &
10	10423	SHADOW BEND	HAMMER SHELLY
11	10425	SHADOW BEND	LAWRENCE JOHN RODNEY TR
12	10427	SHADOW BEND	ANDRESS DIANA DAWN
(13)	10429	SHADOW BEND	STEPHENS FRANCES L
14	10431	SHADOW BEND	WALLACE NANCY MCADEN
(15)	10437	SHADOW BEND	WALKER VIRGINIA BLAIR
16	10439	SHADOW BEND	MARTIN ALLEN P
17	10443	SHADOW BEND	MEADOWS ROBERT A
18	10505	PAGEWOOD	HUBERMAN ISAC & VICKI
19	6940	WILDGLEN	BLEICHER JULIE M
20	6936	WILDGLEN	ROSENBERG JO ANN TR
21	6930	WILDGLEN	DRAPKIN DENNIS B ETUX
22	6922	WILDGLEN	JABERI JAVID & JUDY
23	6921	NORWAY	FOGELMAN MORRIS J
24	6930	NORWAY	GENECOV DAVID G & LISA W
25	6922	NORWAY	SMITH JAMES A &
(26)	6918	NORWAY	ADDISON DIANN MILLS

Label	*Address*		*Owner*
27	6911	WAGGONER	SULLIVAN PAUL A &
28	6917	WAGGONER	GADDY A E
29	6922	WAGGONER	WATSON ANTHONY & BETTY J
30	6918	WAGGONER	KYLE ANDREW C III &
31	6921	MEADOW	ROTH WILLIAM N
32	6931	MEADOW	SPIEGEL MELANIE HOLLAND
33	10000	HILLCREST	DALLAS ISD
34	10405	PAGEWOOD	ANTEBI FAMILY LP
35	10417	PAGEWOOD	POOLE RANDAL S
36	10415	PAGEWOOD	WIGHT NORMAN &
37	10433	PAGEWOOD	NELSON SALLY ANN
38 X	10434	SHADOW BEND	SILVER HARRY & ANNETTE
39	10432	SHADOW BEND	RIDDLE ROSA E ET AL
40	10426	SHADOW BEND	THOMAS JUDY
(41)	10424	SHADOW BEND	SHAFER TERRY A
42	10416	SHADOW BEND	ALEXANDER RICHARD T
43	10408	SHADOW BEND	ANTEBI ISAAC & FORTUNA

Wednesday, September 05, 2007

Early Notification List

Al Romero
PO Box 870875
Mesquite, TX 75150

Anthony Jones
PO Box 0711
Galveston, TX 77553

Betty Wadkins
2843 Modesto Drive
Dallas, TX 75227

ENZ067-307

Bill Dahlstrom
901 Main St.,Ste 6000
Dallas, TX 75202

Bridge Ballowe c/o Nextel
1680 N. Prospert Dr.
Ricardson, TX 75081

Cindy Harris
4310 Buena Vista #8
Dallas, TX 75205

Clarence F Cope
10404 Ferndale
Dallas, TX 75238

Jane Guerrini
7032 Lupton
Dallas, TX 75225

Jeff Bosse
PO Box 4738
Dallas, TX 75208

Leanne Witek
16660 N Dallas Pkwy #1200
Dallas, TX 75248

Marcus Wood
6060 N Central Expy Ste 333
Dallas, TX 75206

Pam Conley
901 N Madison Avenue
Dallas, TX 75208

Rob Baldwin
401 Exposition
Dallas, TX 75226

Robert P. Garza
412 E. Sixth St.
Dallas, TX 75203

Mindy Owen
1500 Marilla 5FS
Dallas, TX 75201

Steve Craft
P O Box 542225
Dallas, TX 75354

Steve Kim
4318 Sexton Ln.
Dallas, TX 75229

Alpha Testing, Inc
Virginia Brown
2209 Wisconsin St, Ste 100
Dallas, TX 75229

Am. Metro/Study Corp
Marque Nelson
14881 Quorum Dr #400
Dallas, TX 75240

Arborilogical Services, Inc.
Bill Seaman
16 Steel Rd.
Wylie, TX 75098

Bluffview Homeowner
Pat White
4714 Wildwood
Dallas, TX 75209

Cedar Vista Conservation
Chris Lomax
6430 Dixie Garden Ln
Dallas, TX 75236

Dallas ISD
Stan Armstrong
3700 Ross Ave, Box 61
Dallas, TX 75204

Dallas Planning Asoc
Stuart Pully
P O Box 781609
Dallas, TX 75378

FW Dodge Reports
Donna McGuire
9155 Sterling Dr. Ste 160
Dallas, TX 75063

INCAP Fund
Lauren Odell
300 Crescent Court
Dallas, TX 75208

Jackson Walker
Suzan Kedron
901 Main St. #6000
Dallas, TX 75202

Jackson Walker
Jonathan Vinson
901 Main St. #6000
Dallas, TX 75202

Kiestwood Neighbors
Neoma Shafer
2538 W Kiest Blvd
Dallas, TX 75233

Koons Real Estate Law
James Schnurr
3400 Carlisle St, #400
Dallas, TX 75204

Lake Highlands AIA
Terri Woods
9603 Rocky Branch Drive
Dallas, TX 75243

Law Office of R Albright
Roger Albright
3301 Elm St
Dallas, TX 75226

Master Plan
J Kimborough
900 Jackson St
Dallas, TX 75202

MetroStudy Corp
Rebecca Webb
14881 Quorum Dr #400
Dallas, TX 75254

Micheal R Coker Co
Michael R Coker
2700 Swiss Ave. #100
Dallas, TX 75209

Minyards Properties Inc
Dennis O'Malley
777 Freeport Pkwy
Coppell, TX 75019

N Pk Lovefied Comm Civic League
Joyce Lockley
4718 Wateka Dr.
Dallas, TX 75209

Oak Cliff Chamber
Joe Burkleo
545 Lacewood Drive
Dallas, TX 75224

PARC DU LAC
Linda Sharp
12126 Vendome Place
Dallas, TX 75230

PWS Architects Inc.
Phillip Shepherd
4616 Abbott Ave
Dallas, TX 75205

Quick Trip Co.
Teri Dorazil
14450 Trinity Blvd. #300
Fort Worth, TX 76155

Robert Reeves & Assoc. Inc.
Robert Reeves
900 Jackson St, Suite 160
Dallas, TX 75202

Signs Manufacturing
William Watson
4610 Mint Way
Dallas, TX 75236

United HOA
Norma Parry
1515 Reynaldston Ln.
Dallas, TX 75232

United HOA
Thelma J. Norman
2628 Blackstone Dr.
Dallas, TX 75237

W.A.R.N.
Tashia Moseley
5353 Maple Ave. Ste. 200
Dallas, TX 75235

Bruce Wilke
7227 N Janmar Dr
Dallas, TX 75230

Burk Lowe
6918 Redstart Ln
Dallas, TX 75214

ENZ067-307

Lydia Player
6107 Norway Rd
Dallas, TX 75230

Hillcrest Forest HOA
Mark Tarletz
11450 St Michaels Dr
Dallas, TX 75230

Hillcrest-Forest NA
Jane Pak
7107 Churchill Way
Dallas, TX 75230

Lane Park HA
Julie Bond-President
1 Carmarthen Ct.
Dallas, TX 75225

Meadows
Mark Backofen
7374 Fieldgate Dr.
Dallas, TX 75230

Meadows NA
Eric Anderson
7329 Lakehurst Ave.
Dallas, TX 75230

Northaven Park NA
Edwin B Bright
3969 Alta Vista Ln
Dallas, TX 75229

Orion Real Estate Group
Bill Lamm
PO Box 540021
Dallas, TX 75354

Preston Hollow Asso
M Thomas Lardner
5811 Redwood Court
Dallas, TX 75209

Preston Hollow East
Michael Young
6722 Prestonshire
Dallas, TX 75225

Preston Hollow W NA
Mrs David Munson
5128 Brookview Drive
Dallas, TX 75220

Shangri-La HA
John H. West, Pres
1 Rue Du Lac
Dallas, TX 75230

The Meadows NA
Judy B Evans
7142 Blairview Dr
Dallas, TX 75230

Valley View HOA
John Hoagland
7184 Kendallwood Dr
Dallas, TX 75240

Winsor Park
Deborah & Craig Sutton
7256 Ashington Dr.
Dallas, TX 75225

Windsor Park HOA
Bobby L Temple, M.D
7127 Chipperton Dr.
Dallas, TX 75225

Windsor Park
Alan & Deborah Gnutti
7223 Ashington Dr.
Dallas, TX 75225

Windsor Park HOA
Mark MacDonald
7040 Lupton
Dallas, TX 75225

Windsor Park HOA
Mr. & Mrs. C.B. Sutherland
9101 Villa Park Circle
Dallas, TX 75225

ENZ067-307(OTH)

AGENDA ITEMS # 43,44

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 14

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 45G

SUBJECT

Municipal Setting Designation - 2603, 2613 and 2623 Ross Avenue

* A public hearing to receive comments on a proposed municipal setting designation to prohibit the use of groundwater beneath property owned by Charter Leo, L.P. and Jefferson at Arts District, L.P. located near the intersection of Ross Avenue and Boll Street and adjacent street rights-of-way – Financing: No cost consideration to the City

* An ordinance authorizing support of the issuance of a municipal setting designation to Charter Leo, L.P. and Jefferson at Arts District, L.P. by the Texas Commission on Environmental Quality and prohibiting the use of groundwater beneath the designated property as potable water – Financing: No cost consideration to the City

Recommendation of Staff: Approval

BACKGROUND

The designated property is underlain by terrace deposits and shallow groundwater (which is not a source of drinking water). The terrace deposits have an average thickness of approximately 35 to 45 feet and are underlain by the Austin Chalk. Groundwater beneath the designated property is typically encountered at depths of 30 to 32 feet below ground surface and flows towards the south-southeast. This groundwater has been affected by total petroleum hydrocarbons, volatile organic compounds (benzene and ethylbenzene), and metals (arsenic, barium, cadmium, chromium, and lead) at concentrations above drinking water standards. The sources of these chemicals appear to be from historical gasoline station and vehicle maintenance operations formerly located within the designated property and at adjoining properties.

The property was entered into the Voluntary Cleanup Program (VCP) administered by the TCEQ in May 2007. The site is designated as VCP Facility ID No. 1898.

BACKGROUND (continued)

The applicants have requested that the City support their application for a MSD designation. A public meeting was held on August 28, 2007 to receive comments and concerns. Notices of the meeting were sent to 1,506 property owners within 2,500 feet of the property and private well owners within 5 miles of the property. There are no other municipalities within one-half mile of the property.

This item is a municipal setting designation ordinance prohibiting the use of potable groundwater beneath property near the intersection of Ross Avenue and Boll Street including adjacent street rights-of-way; and supporting the issuance of a MSD by TCEQ.

The applicant's current plan is to obtain a VCP Certificate of Completion, supported by a MSD. The future plan is to develop the property with up-scale, multifamily residential occupancy.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

No cost consideration to the City

OWNERS

Charter Leo, L.P.

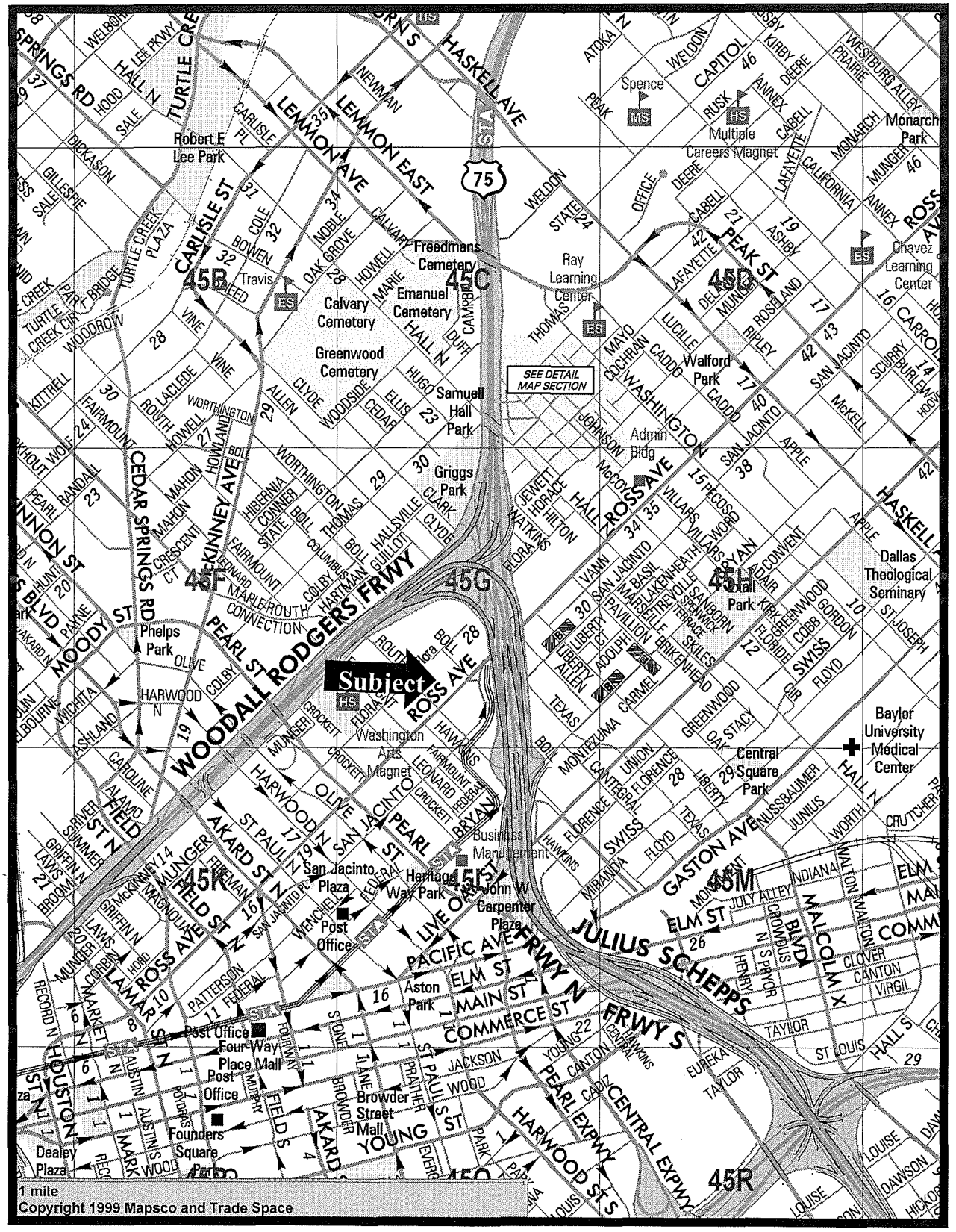
Charter Leo GP, Inc., General Partner
Ray W. Washburne, President

Jefferson at Arts District, L.P.

Jefferson at Arts District GP LLC, General Partner
Charlie Eubanks, Senior Vice President

MAPS

Attached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WOODALL RODGERS FRWY
JULIUS SCHEPPS
FRWY N
FRWY S
CENTRAL EXPWY
PEARL EXPWY
HARWOOD ST S
ROSS AVE
PEAK ST
GASTON AVE
ELM ST
MAIN ST
COMMERCE ST
PACIFIC AVE
LIVE OAK ST
SAN JACINTO
PEARL ST
HARWOOD N
OLIVE
AKARD ST N
FIELD ST N
HOUSTON ST N
LAMAR ST N
MUNGER
ROSS AVE
CEDAR SPRINGS RD
McKINNEY AVE
CARLISLE ST
LEMMON AVE
LEMMON EAST
HASKELL AVE
SPRINGS RD
TURTLE CREEK
MOODY ST
HARWOOD N
WASHINGTON
HALL N
CAPITOL
PEAK ST
ROSS AVE
HASKELL
MALCOLM X
BLVD
YOUNG ST
PEARL EXPWY
CENTRAL EXPWY
45B
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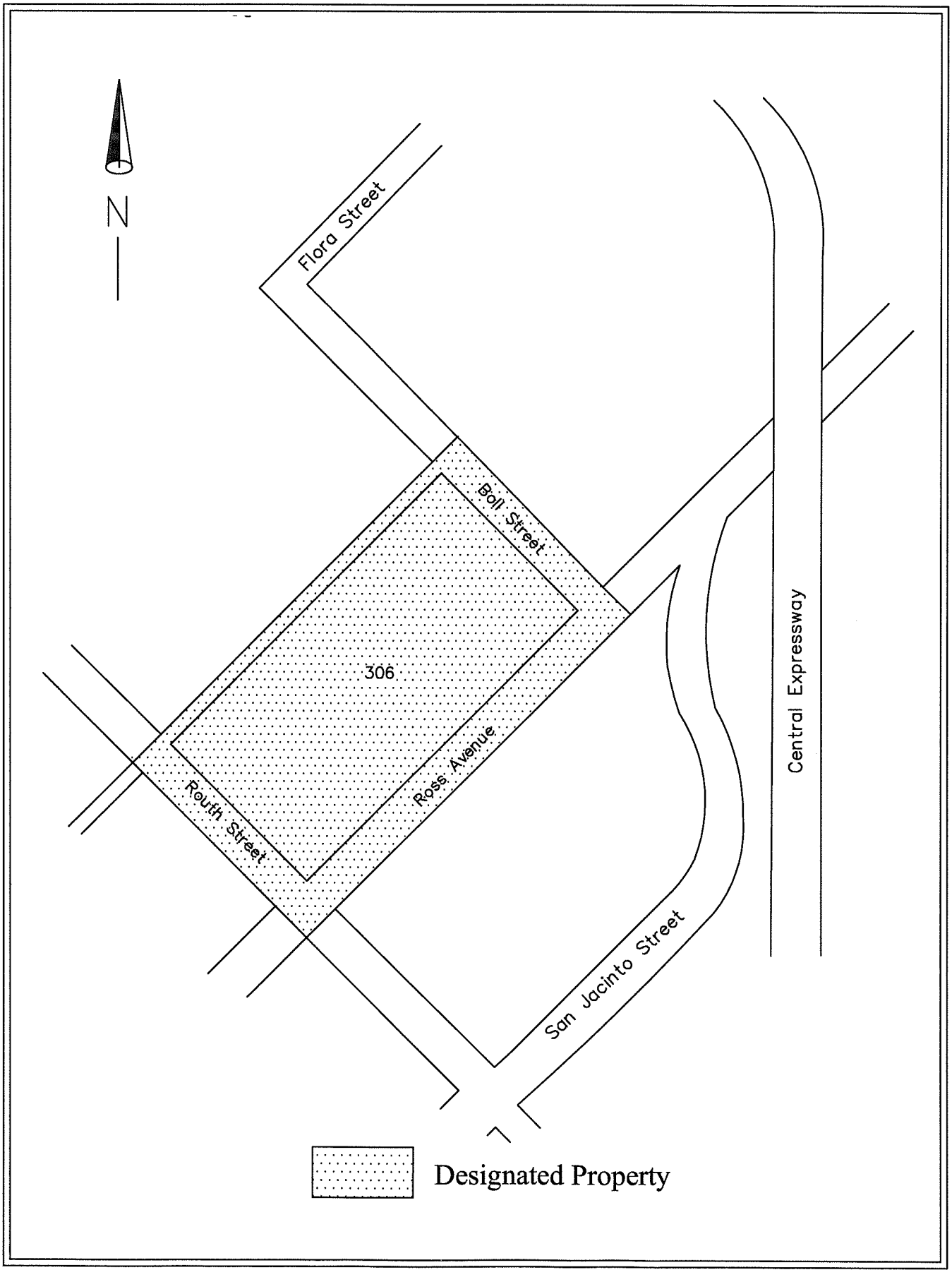
45R
75
Robert E Lee Park
Freedmans Cemetery
Emanuel Cemetery
Calvary Cemetery
Greenwood Cemetery
Samuell Hall Park
Griggs Park
Ray Learning Center
Walford Park
Admin Bldg
Spence
Multiple Careers Magnet
Monarch Park
Chavez Learning Center
Dallas Theological Seminary
Baylor University Medical Center
Central Square Park
Phelps Park
Washington Arts Magnet
Business Management
San Jacinto Plaza
Heritage Way Park
John W Carpenter Plaza
Post Office
Aston Park
Four-Way Place Mall
Post Office
Founders Square Park
Browder Street Mall
Dealey Plaza
SEE DETAIL MAP SECTION
1 mile
Copyright 1999 Mapsco and Trade Space

MAPSCO 45G


N
Flora Street
Ball Street
306
Ross Avenue
Routh Street
Central Expressway
San Jacinto Street
Designated Property

AGENDA ITEMS # 45,46

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 1, 2, 3, 4, 5, 6, 7, 8

DEPARTMENT: Housing

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 33 34 35 36 37 38 42 43 44 45 46 47 48 49 51 52 53 54 55 56 57 58 59 61 62 63 64 65 66 67 68 69 70 71 73 74 75 76

SUBJECT

FY 2007-08 Urban Land Bank Demonstration Program Plan

* A public hearing to receive comments on the proposed City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan – Financing: No cost consideration to the City
* Authorize approval of the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan – Financing: No cost consideration to the City

BACKGROUND

On January 28, 2004, the City Council approved the City of Dallas FY 2003-04 Urban Land Bank Demonstration Program Plan and authorized Dallas Housing Acquisition and Development Corporation (DHADC) to amend its Articles of Incorporation and Bylaws to expand its purposes and authority to carry out the Urban Land Bank Demonstration Program.

On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program previously approved by City Council on January 28, 2004.

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC contract to provide additional operating and acquisition funds.

BACKGROUND (continued)

On August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan.

On January 11, 2006, The City Council authorized an amendment to the City of Dallas 2005-06 Urban Land Bank Demonstration Program to increase the list of properties in the plan that may become eligible for sale to the Land Bank.

The governing body of the municipality that adopts an Urban Land Bank Demonstration Program must adopt a plan annually. The Plan must include a list of parcels of real property that may become eligible for sale to the land bank for affordable housing development on those parcels of real property, and the sources and amounts of funding anticipated being available from the municipality for development of affordable housing. A copy of the proposed FY 2007-08 Plan is attached as "Exhibit A" to the resolution.

Before adopting the FY 2007-08 annual Plan, the City of Dallas must hold a public hearing on the proposed Plan. The City of Dallas provided notice of the hearing to all City-certified Community Housing Development Organizations (CHDO's) and to neighborhood associations identified by the City as serving the neighborhoods in which properties anticipated to be available for sale to the land bank are located. The City of Dallas made copies of the proposed plan available to the taxing entities and to the public beginning August 9, 2007.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS COMMISSIONS)

On January 28, 2004, the City Council authorized the establishment of the DHADC as its land bank, authorized amendments to the Articles of Incorporation and By-Laws of the DHADC, and authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-0458.

On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program previously approved by City Council on January 28, 2004 by Resolution No. 04-1726.

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC Contract to provide additional operating and acquisition funds for FY 2004-05 by Resolution No. 04-2930.

On August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan by Resolution No. 05-2501.

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

On January 11, 2006, the City Council authorized an amendment to the City of Dallas FY 2005-06 Urban Land Bank Demonstration Plan to increase the list of properties in the plan that may become eligible for sale to the Land Bank by Resolution No. 06-0162.

On October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan by Resolution No. 06-2785.

On August 8, 2007, the City Council authorized a public hearing to be held on October 10, 2007 to receive comments on the proposed City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan by Resolution No. 07-2171.

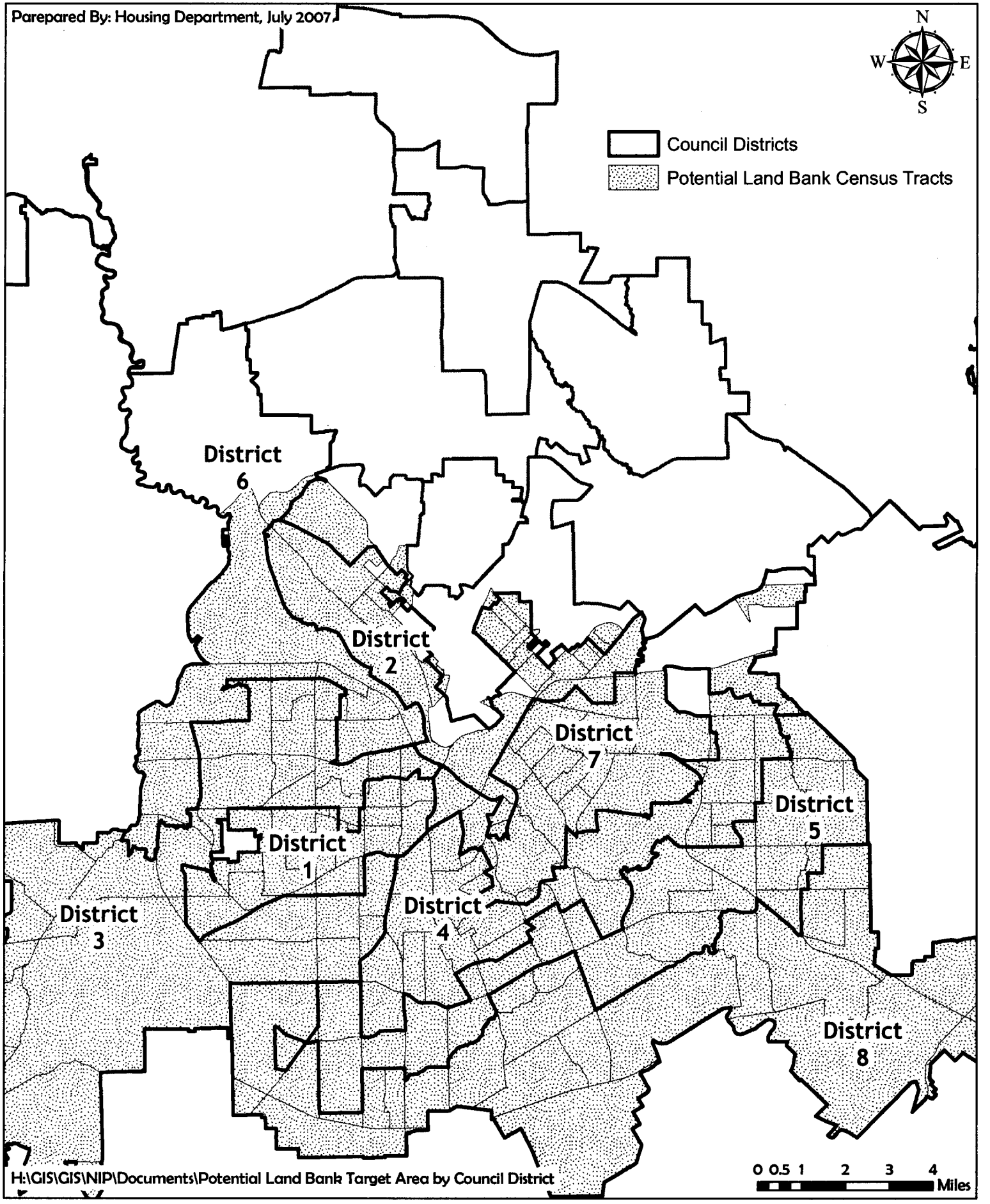
FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached

Potential Land Bank Census Tracts
2007 - 2008



October 10, 2007

WHEREAS, on September 25, 2002, the City Council accepted the report of the Affordable Workforce Housing Task Force, including a recommendation to implement a land bank for affordable housing development by Resolution No. 02-2653; and

WHEREAS, on October 9, 2002, the City Council approved the legislative proposal including authorization of a land bank by Resolution No. 02-2974; and

WHEREAS, the State Legislature enacted and the Governor signed the Urban Land Bank Demonstration Program Act to enable the foreclosure of unproductive properties and sale to a land bank for the development of affordable housing; and

WHEREAS, The City of Dallas desires to operate an Urban Land Bank Demonstration Program during the Fiscal Year 2007-08, beginning October 1, 2007: and

WHEREAS, State law requires that a public hearing be held and action taken to adopt the Urban Land Bank Demonstration Program Plan annually; and

WHEREAS, a public hearing was held on October 10, 2007 for public comment on the proposed FY 2007-08 Urban Land Bank Demonstration Program Plan satisfying the requirements set forth in the Urban Land Bank Demonstration Program Act;

NOW THEREFORE,

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

Section 1. That the FY 2007-08 Urban Land Bank Demonstration Program Plan attached as “Exhibit A” is approved.

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

DISTRIBUTION:

Housing Department
City Attorney’s Office
Office of Financial Services

Urban Land Bank Demonstration Program Plan Fiscal Year 2007-08

City of Dallas

Housing Department
1500 Marilla Street
Room 6DN
Dallas, Texas 75201

August 8, 2007

OVERVIEW

The 2003 Texas Urban Land Bank Demonstration Act provides an opportunity for Dallas to address the dual needs of insufficient affordable housing and older neighborhoods at risk. The Act allows the governing body of a municipality to adopt an urban land bank demonstration program in which the officer charged with selling real property ordered sold pursuant to foreclosure of a tax lien may sell certain eligible real property by private sale for purposes of affordable housing development.

The governing body of a municipality that adopts an Urban Land Bank Demonstration Program must adopt a plan annually. The plan for fiscal year 2007-08 includes the following elements:

1) A list of the parcels of real property that may become eligible for sale to the land bank during the plan year,

2) An estimate of the total number of tax lawsuits to be filed to acquire land bank properties in the plan year.

3) The proposed sale price of the properties anticipated to be sold to "qualified participating developers" during the plan year.

4) A list of community housing development organizations eligible to participate in the "right of first refusal" for acquisition and development of real property sold to the land bank,

5) The municipality's plan for affordable housing development on those parcels of real property, and

6) The sources and amounts of funding anticipated being available from the municipality for subsidies for development of affordable housing in the municipality, including any money specifically available for housing developed under the program, as approved by the governing body of the municipality at the time the plan is adopted.

The City of Dallas proposes to implement a local Urban Land Bank Demonstration Program and presents this plan for implementation. Before adopting the FY 2007-08 plan, the City of Dallas will hold a public hearing on the proposed plan. The City of Dallas will provide notice of the hearing to all City certified Community Housing Development Organizations (CHDOs) and to neighborhood associations identified by the City as serving the neighborhoods in which properties anticipated to be available for sale to the land bank are located. The City of Dallas will make copies of the proposed plan available to the public not later than the 60th day before the date of the public hearing.

Following the adoption of the FY 2007-08 Urban Land Bank Demonstration Program Plan, the plan will be implemented and the annual performance reports on the plan will be available through the Housing Department no later than November 1, 2008. The performance report for the FY 2006-07 Urban Land Bank Demonstration Program Plan will be available no later than November 1, 2007.

CITY OF DALLAS' FY 2006-07 URBAN LAND BANK DEMONSTRATION PROGRAM PLAN

Parcels of Property

The objective of the City of Dallas' Urban Land Bank Demonstration Program is to acquire unproductive, vacant, and developable lots and lots improved with abandoned, vacant and uninhabitable houses to be "banked" for affordable housing development. The acquisition of these lots will enable new single-family development to house low and moderate income homeowners and stabilize distressed communities. This initiative will be implemented by means of the tax foreclosure process for properties with five years or more of delinquent property taxes.

The City has identified parcels of real property that may become available for sale to the land bank during the fiscal year beginning October 1, 2007 (see Attachment C). The considerations for parcel identification included vacant residential properties with at least five years or more of delinquent property taxes (reported from the Dallas County Appraisal District as of June 27, 2007). Priority is given to properties located in: 1) neighborhoods designated within the City of Dallas Neighborhood Investment Program, 2) neighborhoods with active Community Housing Development Organization projects, and 3) other neighborhoods identified by the City as being in need of new housing development. The parcels listed will follow a process of review to determine suitability for housing development before moving forward to tax foreclosure and possible land banking. This is a list of potential properties for the land bank. Up to 300 parcels of property from the attached list will be referred for tax foreclosure by the land bank during the 2007-08 fiscal year.

Qualified Participating Developer

In order to be designated as a Qualified Participating Developer under Section 379C.005 of the Texas Local Government Code ("Code") and participate in the urban land bank development program, a developer must: (1) have built three or more housing units within the three-year period preceding the submission of a proposal to the land bank seeking to acquire real property from the land bank; (2) have a development plan approved by the City for the land bank property; and (3) demonstrate ability to develop, within a two year period, its inventory of residential lots acquired through City of Dallas operated or assisted programs including proposed land bank property to be acquired.

Community Housing Development Organizations

An organization which meets the definition of a Community Housing Development Organization (CHDO), under 24 CFR 92.2 and is certified by the City of Dallas as such, may be a "qualified organization" under Section 379C.011 of the Texas Local Government Code ("Code"). Only "qualified organizations" as defined in the Code may engage in the "right of first refusal" for this program.

A listing of those CHDOs that may be eligible for the “Right of First Refusal” is available as Attachment A. In order to engage in the “right of first refusal” on the acquisition of a property from the land bank, the CHDO must also have the following to be considered a “qualified organization”:

1. Contain within its designated geographical boundaries of operation, as set forth in its application for certification filed with and approved by the City, a portion of the property that the land bank is offering for sale,

2. Built at least three single-family homes or duplexes or one multifamily residential dwelling of four or more units in compliance with all applicable building codes within the preceding two-year period of the date the property becomes available for purchase through the land bank and within the organization’s designated geographical boundaries of operation, and

3. Built or rehabilitated housing units (within the preceding two-year period) within a one-half mile radius of the offered parcel.

Code Section 379C.011 explains the elements of the “Right of First Refusal” for “qualified organizations.” The City of Dallas and Land Bank will apply the following points to this process:

1. Written notice will be provided to the “qualified organizations” for the offering;

2. The time period for “right of first refusal” will be six (6) months from the date of the deed of conveyance of the property to the land bank;

3. During this six-month period, the land bank may not sell the property to a qualified participating developer other than a qualified organization (If all qualified organizations eligible to exercise the right of first refusal for that property notify the land bank that they are declining to exercise their right of first refusal during the 6 month period or if an offer to purchase the property is not received from a qualified organization during the 6 month period, the land bank may sell the property to any other qualified developer at the same price that the land bank offered the property to the qualified organization);

4. After the period for the “right of first refusal” expires, the subject property will be offered to a “qualified participating developer” as defined in the Code (a “qualified participating developer” is defined as a developer who has built three or more housing units within the three-year period preceding the submission of a proposal to the land bank and has a development plan approved by the City for the land bank property)**;**

5. At the discretion of the land bank and consistent with the City approved development plan, the subject parcel may be held for up to twelve (12) additional months by the land bank once an offer has been received and accepted from a “qualified organization or “qualified participating developer”**;**

6. If more than one “qualified organization” expresses an interest in exercising its “right of first refusal,” the organization that has designated the most geographically compact area encompassing a portion of the property shall be given priority; and

7. There will be no requirements for the land bank to give “right of first refusal” for “qualified organizations” if the subject property has reverted to the land bank after going through this entire process.

8. The “right of first refusal” applies only to properties acquired under the State Code for the Urban Land Bank Demonstration Program. There is no “right of first refusal” for properties acquired by the City or its Land Bank through other City programs or initiatives.

City of Dallas Plan for Affordable Housing Development

Based on 2000 census data, the Dallas metropolitan area has grown 29% since 1990 and continues to grow at a rate of 2% annually. With an increase of approximately 273,000 in population since 1990, the City of Dallas has identified high priority needs in the availability and affordability of housing. In fact vacancy rates for single family and multifamily housing units have dropped to 1.4% and 7% respectively. An additional concern is the low rate of 43% for homeownership in Dallas compared to the national average of 67%. However, only 3,300 homes priced less than $121,000 were built in Dallas between 1995 and 2000 and demolition of substandard homes may have reduced that gain.

In order to achieve a 50% homeownership rate goal, approximately 32,000 single-family units would have to be created. The priority for the City of Dallas is not only to create single-family homes but also to make them affordable. The definition of an affordable homeownership unit is one in which a household with income of 115% or less of area median family income can obtain financing to purchase the home.

The creation of housing for families at 80% or below of median family income is a priority for the City of Dallas and this Urban Land Bank Demonstration Program. Additionally, at least 25% of the land bank properties must l be deed restricted for sale to households with gross household incomes not greater than 60% of the area median family income adjusted for household size; and not more than 30% of those land bank properties may be deed restricted for sale to households with gross household incomes greater than 80% of the area median family income, adjusted for household size. The tremendous need for housing in Dallas will also allow the City to take advantage of opportunities to leverage private and public funding for mixed income developments.

The City of Dallas intends to continue implementation of the Urban Land Bank Demonstration Program to produce affordable housing. Attachment D identifies the list of 1087 properties the Land Bank has referred for tax foreclosure under the FY 2003-04, FY 2004-05, FY 2005-06 and FY 2006-07 Plans. In the event any properties are removed from Attachment D, an equal number of qualified lots may be substituted. The City of Dallas intends to sell up to 250 properties in FY 2007-08 to "qualified organizations" and "qualified participating developers" for affordable housing development under this program. Subject parcels will first be offered for sale in FY 2007-08 to "qualified organizations" at a price of $3,000.00 for the first 7,500 square feet of land plus $0.133 for each additional square foot plus any regulatory and contractual costs, including but not limited to environmental testing, maintenance, post foreclosure property taxes and replatting, required for the Land Bank to acquire and sell developable properties. Buyers will be required to submit development plans for approval along with requests to purchase available parcels. All properties will be deed restricted for the developer until construction is complete and sale of the affordable unit occurs. All parcels will be conveyed with a right of reverter so that if the "qualified participating developer" does not apply for a construction permit and close on any construction financing within the two-year period following the date of the conveyance of the property from the land bank to the "qualified participating developer," the property will revert to the land bank for subsequent resale to another "qualified participating developer" or conveyance to the taxing units who were parties to the judgment for disposition as otherwise allowed under the law. If a property is not sold within three (3) years to a "qualified organization" or a "qualified participating developer," the property will be transferred from the land bank to the taxing units who were parties to the judgment for disposition as otherwise allowed under the law.

Supportive Funding

Attachment B reflects the sources and amounts for funding anticipated to be available from the City for subsidies for development of affordable housing in the city of Dallas, including money specifically available for housing developed under this program, as approved by the City Council of the city of Dallas at the time of adoption of this plan.

ATTACHMENT A
COMMUNITY HOUSING DEVELOPMENT ORGANIZATIONS
RE-CERTIFICATION LIST FOR FY 2006-07
Updated – 06/14/07

CHDO	*ALTERNATE ADDRESS*	*DATE CERTIFIED*
AIDS Services of Dallas P. O. Box 4338 Dallas, Texas 75208-0338 Office (214) 941-0523 Fax (214) 941-8144 Don Maison, Executive Director Mike Anderson, Chief Operating Officer		09/08/92
Builders of Hope CDC 4148 Gentry Dallas, Texas 75212 Office (214) 920-9850 Fax (214) 630-5155 Norman Henry, President Theresa Canales, Director of Housing Dee Russell, Operations Manager	Mailing Address P.O. Box 224723 Dallas, Texas 75222-4723	12/15/99
Center for Housing Resources, Inc. 3103 Greenwood St. Dallas, Texas 75204 Office (214) 887-8700 Fax (214) 828-4412 John M. Morgan, President		09/23/06
Central Dallas Community Development Corp. 2814 Main St , Suite 102 Dallas, Texas 75226 Office (214) 573-2570 Fax (214) 573-2575 John Greenan, Executive Director Johnice Woods, Administrative Assistant		01/09/03
City Wide Community Development Corp. 3440 South Polk, Suite B Dallas, Texas 75232 Office (214) 734-1670 Fax (214) 371-0887 Sherman Roberts, President		5/21/07
Cornerstone Community Development Corp. 2815 S. Ervay Street Dallas, Texas 75215 Office (214)426-5468 Fax (214)426-0512 Chris L. Simmons, President	Mailing Address P.O. Box 152551 Dallas, Texas 75315	8/24/06

CHDO	*ALTERNATE ADDRESS*	*DATE CERTIFIED*
Dallas City Homes 729 N. Bishop Ave. Dallas, Texas 75208 Office (214) 943-9007 Fax (214) 948-4830 Karen Brooks-Crosby, President Brandy Johnson – Administrative Assistant		07/27/92
Dallas Neighborhood Alliance for Habitat 2800 N. Hampton Road **Dallas, Texas 75212** Office (214) 678-2300 Fax (214) 678-2380 **Norm Wilbur, Executive Director** Stephaine Frank, Director of Grants and Admin. Bill Hall, Manager of Mortgage Operations		02/23/01
East Dallas Community Organization 4210 Junius St. Dallas, Texas 75246 Office (214) 515-9779 Fax (214) 823-7386 JoAnna Hampton, President **Gerald Carlton, Chief Operating Office** Rick Guerrero, Administrative Assistant Jesse A. Banda, Homebuyer Consultant	Mailing Address P.O. Box 720307 Dallas, Texas 75372-0307	10/09/97
Family Gateway Affordable Housing Inc. 2910 Swiss Avenue Dallas, Texas 75204 Office (214) 823-4500 Fax (214) 823-2475 Jan Mitura, Executive Director ext. 105 Dot Brown LaSalle, Dir. of Admin/Operations-ext. 108 Joan Sutton, Special Projects Coordinator-ext. 112 Santesia Henderson, Finance Manager –ext.104		9/21/04

CHDO	*ALTERNATE ADDRESS*	*DATE CERTIFIED*
Forest Heights Neighborhood Development Corporation 3203 Holmes St. Dallas, Texas 75215 Office (214) 426-7600 Fax (214) 426-7602 David Gleeson, President Deborah Bell-Flowers , Executive Director Maria L. Gonzales, Office Manager		02/13/97
Light Economic and Development, Inc. 3465 Highland Rd., Suite. 100 Dallas, Texas 75228 Office (214) 320-5744 Fax (214) 327-0172 Veda Shaw, Executive Director DeDe Martin, Assistant	Mailing Address P.O. Box 571155 Dallas, Texas 75357-1155	06/26/00
Operation Relief Center, Inc. 2010 Grand Avenue Dallas, Texas 75215 Office (214) 421-5363 Fax (214) 421-7098 Dr. J. (John) M. Szabuniewicz, Executive Director Roger McCasland, Manager		05/16/00
Presbyterian Housing Programs 4611 Marsalis Ave Dallas, Texas 75216 Office (214) 410-3080 Fax (214) 371-9593 Linda Preston, Executive Director		10/01/92

South Dallas/Fair Park Innercity Community Development Corporation 4907 Spring Ave. Dallas, Texas 75210 Office (214) 915-9900 Fax (214) 915-9909 Diane Ragsdale, Director/admin./Manager LaVette Dudley, Business Develop. Director (214) 915-9905	Mailing Address P.O. Box 150353 Dallas, Texas 75315	02/03/94
SouthFair Community Development Corporation 2610 Martin Luther King Blvd Dallas, Texas 75210 Office (214) 421-1363 Fax (214) 421-1364 Lester Nevels, Executive Director Lee Sean Johnson, Office Manager	Mailing Address P.O. Box 150353 Dallas, Texas 75315	02/03/94
Vecinos Unidos, Inc. 3603 N. Winnetka Dallas, Texas 75212 Office (214) 761-1086 Fax (214) 761-0838 Rosa Lopez, Executive Director Macario Villanueva, Housing Manager Vacant, Real Estate Manager Vacant, Administrative Assistant		03/03/93
*** Denotes Faith-Based Agency**		

ATTACHMENT B

City of Dallas Housing Department
Anticipated FY 2007-08 Assistance Programs

The City of Dallas is required to include in its Urban Land Bank Demonstration Program Plan the sources and amounts of funding anticipated to be available from the City for development of affordable housing in Dallas, including any money specifically available for housing developed under the program, as approved by the governing body of the municipality at the time the plan is adopted. This Plan is proposed for City Council adoption on October 10, 2007. The final FY 2007-08 budget for Housing Department Programs will not be adopted before October 10, 2007. Therefore, the program descriptions below include both the actual FY 2005-06, FY 2006-07 and proposed FY 2007-08 budget amounts.

HOME PURCHASE ASSISTANCE

Mortgage Assistance Program

FY 2005-06 Actual	$5,959,401
FY 2006-07 Actual	$5,792,141
FY 2007-08 Proposed	$5,242,141

Provides deferred payment loans to low-income first-time homebuyers for down payment, closing costs and principle reduction: up to $10,000 plus $1,500 for minimum housing standards repairs for MAP assistance, $12,000 plus $1,500 for minimum housing standards repairs for purchases in NIP target areas and $40,000 for purchases under the Downtown Mortgage Assistance Program. Also provides up to $15,000 to households displaced in the Cadillac Heights Neighborhood. (214-670-3619)

Dallas Housing Finance Corporation Single Family Program

Funding subject to availability of bond proceeds.

FY 2006-07 $13,525,000 unspent funds will carry forward to FY 2007-08

Provides below market interest rate mortgage funds and down payment assistance through participating lenders for purchase of single-family homes by lower-income households. Mortgage funds are made available by means of the issuance of tax-exempt mortgage revenue bonds. (214-670-0682)

HOUSING DEVELOPMENT ASSISTANCE

Residential Development Acquisition Loan Program

FY 2005-06 Actual	$1,000,000
FY 2006-07 Actual	$1,000,000
FY 2007-08 Proposed	$825,000

Provides funds for the acquisition of property for development of housing for lower-income households. (214-670-3619)

Land Bank

FY 2005-06 Actual	$ 136,034
FY 2006-07 Actual	$ 190,232
FY 2007-08 Proposed	$ 396,308

Provides for the operating and tax case litigation costs for the Dallas Urban Land Bank Demonstration Program. (214-670-4648)

Land Transfer Program

Funding is not applicable

Provides for conveyance of lots vacant lots and those with structures for rehabilitation and reuse. Parcels may be City surplus property or property for which the City is Trustee through tax-foreclosure or seizure. The City may also release non-tax liens on privately held properties in exchange for payment of back taxes and construction of new single-family homes for sale to low-income homebuyers. (214-670-4840)

Single Family Housing Infrastructure Bond Program

FY 2005-06 Actual	$1,211,872
FY 2006-07 Actual	$585,288
FY 2007-08 Proposed	$2,300,000

Provides up to 50% of the funding necessary for street and related drainage infrastructure for new mixed-income single-family housing developments of 50 to 200 units. (214-670-3619)

Community Housing Development Organization Program

FY 2005-06 Actual	$1,837,355
FY 2006-07 Actual	$1,700,891
FY 2007-08 Proposed	$1,700,891

Provides operating assistance grants up to $50,000 and both pre-development and development loans to nonprofit City-certified Community Housing Development Organizations (CHDOs) developing affordable housing for low income households. Development funding may be used for property acquisition and housing acquisition, rehabilitation and/or new construction. (214-670-3619)

Dallas Housing Finance Corporation Multifamily Program

Funding subject to availability of bond proceeds

Provides financing through issuance of tax-exempt mortgage revenue bonds for new construction of multifamily housing low- and moderate-income households. (214-670-0682)

ATTACHMENT C

1024	E	10TH
1027	E	10TH
1102	E	10TH
1124	E	10TH
1221	E	10TH
1300	E	10TH
1308	E	10TH
204	E	10TH
401	E	10TH
424	W	10TH
912	E	10TH
1031	E	11TH
1823	E	11TH
2410	E	11TH
722	W	12TH
901	W	12TH
917	E	12TH
911		18TH
2714		1ST
4215		1ST
4216		1ST
2008		3RD
1916		4TH
1917		4TH
1921		4TH
2436		51ST
2506		51ST
2611		51ST
2433		52ND
2436		52ND
2522		52ND
2612		52ND
2633		52ND
2641		52ND
2705		52ND
2727		52ND
3217		52ND
2516		56TH
817	E	6TH
918	W	7TH
115	W	8TH
1922	E	8TH
1930	E	8TH
406	E	8TH
513	E	8TH
2934	W	9TH
110	S	ACRES
111	N	ACRES
116	N	ACRES
230	S	ACRES
350	N	ACRES
1439		ADELAIDE
1535		ADELAIDE
1823		ALABAMA
2119		ALABAMA
2200		ALABAMA
2206		ALABAMA
2210		ALABAMA
2214		ALABAMA
2218		ALABAMA
2222		ALABAMA
2226		ALABAMA
2404		ALABAMA
2412		ALABAMA
2423		ALABAMA
2722		ALABAMA
2831		ALABAMA
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2926		ALABAMA
2935		ALABAMA
2939		ALABAMA
3042		ALABAMA
2541		ALAMAIN
2715		ALAMAIN
2723		ALAMAIN
2739		ALAMAIN
2747		ALAMAIN
1514		ALASKA
1631		ALASKA
1706		ALASKA
2006		ALASKA
2720		ALASKA
2730		ALASKA
2914		ALASKA
2927		ALASKA
2931		ALASKA
2946		ALASKA
3036		ALASKA
3123		ALASKA
414		ALBRIGHT
421		ALCALDE
2902		ALEX
2911		ALEX
2927		ALEX
2055		ALHAMBRA
4004		ALSBURY
13		ALTO GARDEN
1325		AMOS
1333		AMOS
1340		AMOS
2212		ANDERSON
2221		ANDERSON
2223		ANDERSON
2234		ANDERSON
2243		ANDERSON
2302		ANDERSON
2414		ANDERSON
2710		ANDERSON
1815		ANGELINA
1955		ANGELINA
2914		ANGELINA
9414		ANGELUS
9422		ANGELUS
9430		ANGELUS
713		ANGUS
717		ANGUS
1503	E	ANN ARBOR
1514	E	ANN ARBOR
1719	E	ANN ARBOR
1955	E	ANN ARBOR
1959	E	ANN ARBOR
1961	E	ANN ARBOR
1965	E	ANN ARBOR
2107	E	ANN ARBOR
2143	E	ANN ARBOR
2143	E	ANN ARBOR
2207	E	ANN ARBOR
2211	E	ANN ARBOR
2215	E	ANN ARBOR
2251	E	ANN ARBOR
2323	E	ANN ARBOR
2516	E	ANN ARBOR
2528	E	ANN ARBOR
2723	E	ANN ARBOR
2773	E	ANN ARBOR
654		ANNAROSE
710		ANNAROSE
2111		ANNEX
803		APACHE
3725		ARANSAS
3814		ARANSAS
3826		ARANSAS
3827		ARANSAS
3922		ARANSAS
4103		ARANSAS
4114		ARANSAS
2111		ARDEN
2117		AREBA
2119		AREBA
1711		ARIZONA
1918		ARIZONA
2021		ARIZONA
2201		ARIZONA
2209		ARIZONA
2221		ARIZONA
2227		ARIZONA
2420		ARIZONA

2430	ARIZONA	4202		AZTEC	3067		BEAUCHAMP
2606	ARIZONA	4208		AZTEC	3300		BEAUCHAMP
2609	ARIZONA	4212		AZTEC	3302		BEAUCHAMP
2610	ARIZONA	4249		AZTEC	12402		BEAUFORD
2618	ARIZONA	4311		AZTEC	1534		BEAUFORD
2642	ARIZONA	4118		BABCOCK	1553		BEAUFORD
2716	ARIZONA	1315		BADEN	1577		BEAUFORD
2814	ARIZONA	1322		BADEN	1643		BEAUFORD
2914	ARIZONA	1330		BADEN	1737		BEAUFORD
3018	ARIZONA	1042	N	BAGLEY	1739		BEAUFORD
3031	ARIZONA	118	S	BAGLEY	1819		BEAUFORD
3035	ARIZONA	400	N	BAGLEY	1821		BEAUFORD
3047	ARIZONA	403	N	BAGLEY	1409		BEAUMONT
3328	ARIZONA	4019		BAKER	1512	S	BECKLEY
8218	ARLENE	3914		BALCH	2938	S	BECKLEY
5511	ARLINGTON PARK	3916		BALCH	3042	S	BECKLEY
3732	ARMOR	4503		BALDWIN	3206	S	BECKLEY
3734	ARMOR	4507		BALDWIN	3302	S	BECKLEY
3736	ARMOR	4518		BALDWIN	707	N	BECKLEY
3738	ARMOR	4712		BALDWIN	719	N	BECKLEY
3742	ARMOR	4727		BALDWIN	735	N	BECKLEY
20	ARMY	4731		BALDWIN	828	N	BECKLEY
21	ARMY	4735		BALDWIN	918	S	BECKLEY
22	ARMY	4803		BALDWIN	8924		BECKLEYCREST
23	ARMY	4811		BALDWIN	9116		BECKLEYCREST
5	ARMY	4134		BALL	9224		BECKLEYVIEW
1614	ARROW	1114		BANK	9228		BECKLEYVIEW
4504	ASH	1429		BANK	209		BECKLEYWOOD
4526	ASH	710		BANK	336		BECKLEYWOOD
1	ASHWOOD	1615		BANNOCK	3712		BEDFORD
2	ASHWOOD	1641		BANNOCK	3200	S	BELTLINE
600	ASPENDALE	5135		BARBER	2058		BEN HUR
3208	ATLANTA	2619		BARLOW	2065		BEN HUR
3604	ATLANTA	2623		BARLOW	2070		BEN HUR
3905	ATLANTA	2709		BARLOW	2122		BEN HUR
3942	ATLANTA	2717		BARLOW	2158		BEN HUR
1833	ATLAS	5500		BARREE	2164		BEN HUR
1906	AUTUMN MEADOW	5634		BARREE	2176		BEN HUR
409	AVE A	5734		BARREE	2182		BEN HUR
415	AVE A	4844		BARTLETT	2222		BEN HUR
1	AVE D	1115		BAYONNE	7041		BENNING
324	AVE E	805		BAYONNE	2726		BENROCK
402	AVE E	1843		BAYSIDE	2730		BENROCK
419	AVE E	1847		BAYSIDE	2731		BENROCK
319	AVE F	2019		BAYSIDE	2806		BENROCK
351	AVE F	605	S	BEACON	2807		BENROCK
418	AVE F	3313		BEALL	2815		BENROCK
323	AVE G	3326		BEALL	2823		BENROCK
327	AVE G	3327		BEALL	2830		BENROCK
607	AVE G	3435		BEALL	2906		BENROCK
316	AVE L	8119		BEARDEN	2907		BENROCK
419	AVE L	3023		BEAUCHAMP	2918		BENROCK
506	AVE L	3066		BEAUCHAMP	2934		BENROCK

2938	BENROCK	2408		BIRMINGHAM	417		BONNIE VIEW
2946	BENROCK	2501		BIRMINGHAM	4310		BONNIE VIEW
2947	BENROCK	2521		BIRMINGHAM	434		BONNIE VIEW
2954	BENROCK	2825		BIRMINGHAM	440		BONNIE VIEW
2955	BENROCK	2909		BIRMINGHAM	4431		BONNIE VIEW
2963	BENROCK	2931		BIRMINGHAM	5603		BONNIE VIEW
9350	BERMUDA	3020		BIRMINGHAM	3515		BOOKER
3401	BERNAL	3021		BIRMINGHAM	3516		BOOKER
3427	BERNAL	3025		BIRMINGHAM	3339		BORGER
3439	BERNAL	3034		BIRMINGHAM	3426		BORGER
5518	BERNAL	3118		BIRMINGHAM	3434		BORGER
5704	BERNAL	1210		BLISS	3603		BORGER
5708	BERNAL	1214		BLISS	1219		BOSWELL
4322	BERTRAND	1218		BLISS	1220		BOSWELL
534	BETHPAGE	1222		BLISS	6623		BOULDER
630	BETHPAGE	1308		BLISS	2020		BOURBON
634	BETHPAGE	1314		BLISS	5140		BOURQUIN
2210	BETHURUM	1318		BLISS	5144		BOURQUIN
2311	BETHURUM	1022		BLUEBERRY	2710		BOYNTON
2313	BETHURUM	9025		BLUECREST	2718		BOYNTON
1015	BETTERTON	6006		BLUNTER	1044		BRADFIELD
1101	BETTERTON	6007		BLUNTER	4507		BRADSHAW
1105	BETTERTON	6014		BLUNTER	3216		BRANDON
1112	BETTERTON	400		BOBBIE	4814		BRASHEAR
1131	BETTERTON	402		BOBBIE	4818		BRASHEAR
1139	BETTERTON	403		BOBBIE	4822		BRASHEAR
6018	BEXAR	416		BOBBIE	4826		BRASHEAR
6022	BEXAR	417		BOBBIE	4930		BRASHEAR
7011	BEXAR	8329		BOHANNON	1429		BRIAR CLIFF
7013	BEXAR	5635		BON AIR	414		BRIDGES
1518	BICKERS	5643		BON AIR	6816		BRIERFIELD
1711	BICKERS	5647		BON AIR	2908		BRIGHAM
1823	BICKERS	5662		BON AIR	2920		BRIGHAM
3423	BICKERS	5663		BON AIR	1137	S	BRIGHTON
3634	BICKERS	5707		BON AIR	700	S	BRIGHTON
3638	BICKERS	5711		BON AIR	8823		BRILEY
3642	BICKERS	5714		BON AIR	2114		BRITTON
3702	BICKERS	5731		BON AIR	2330		BRITTON
3706	BICKERS	5735		BON AIR	2519		BRITTON
3724	BICKERS	5739		BON AIR	2610		BRITTON
3734	BICKERS	1240	N	BOND	1031		BROADVIEW
3738	BICKERS	1252	N	BOND	1116		BROCK
3907	BIGLOW	1529		BONNIE VIEW	1120		BROCK
4006	BIGLOW	2202		BONNIE VIEW	1121		BROCK
4155	BIGLOW	2210		BONNIE VIEW	1123		BROCK
4159	BIGLOW	2214		BONNIE VIEW	4923		BRONX
4175	BIGLOW	2538		BONNIE VIEW	2119		BROOKHAVEN
4207	BIGLOW	315		BONNIE VIEW	2627	W	BROOKLYN
4214	BIGLOW	327		BONNIE VIEW	2858	W	BROOKLYN
4218	BIGLOW	332		BONNIE VIEW	823		BROOKWOOD
4231	BIGLOW	345		BONNIE VIEW	912		BROOKWOOD
3126	BILL HARROD	3815		BONNIE VIEW	917		BROOKWOOD
2615	BIRDSONG	4114		BONNIE VIEW	923		BROOKWOOD

929		BROOKWOOD
936		BROOKWOOD
2007		BROWDER
2009		BROWDER
408	E	BROWNLEE
7720		BROWNSVILLE
7721		BROWNSVILLE
7724		BROWNSVILLE
7727		BROWNSVILLE
7732		BROWNSVILLE
7736		BROWNSVILLE
7743		BROWNSVILLE
7807		BROWNSVILLE
7820		BROWNSVILLE
9529		BROWNWOOD
4015		BRUNDRETTE
4018		BRUNDRETTE
4022		BRUNDRETTE
9999	N	BUCKNER
15319		BUDEUDY
15323		BUDEUDY
709		BUICK
2606		BURGER
2610		BURGER
2626		BURGER
2818		BURGER
1004		BURLINGTON
1515		BURLINGTON
2310		BURLINGTON
4532		BURMA
4536		BURMA
4540		BURMA
4635		BURMA
4640		BURMA
4704		BURMA
4726		BURMA
4741		BURMA
4744		BURMA
4745		BURMA
4815		BURMA
4830		BURNSIDE
4914		BURNSIDE
5114		BURNSIDE
5154		BURNSIDE
555		BURRELL
561	W	BURRELL
10100		C F HAWN
13800		C F HAWN
14000		C F HAWN
9800		C F HAWN
4510		C.L. VEASEY
4710		C.L. VEASEY
2419		CADILLAC
2422		CADILLAC
1423		CALDWELL
1425		CALDWELL
1521		CALDWELL
1534		CALDWELL
1536		CALDWELL
1554		CALDWELL
1613		CALDWELL
1614		CALDWELL
1615		CALDWELL
1618		CALDWELL
3332		CALHOUN
3431		CALHOUN
3502		CALHOUN
3506		CALHOUN
1814		CALYPSO
1920		CALYPSO
2008		CALYPSO
2038		CALYPSO
2058		CALYPSO
2510		CAMEL
2612		CAMEL
2627		CAMEL
2630		CAMEL
2631		CAMEL
2634		CAMEL
2706		CAMEL
2708		CAMEL
2710		CAMEL
2732		CAMEL
2736		CAMEL
2741		CAMEL
2743		CAMEL
6218		CANAAN
1505		CANADA
3018		CANADA
3343		CANADA
3511		CANADA
3523		CANADA
3611		CANADA
3837		CANADA
3845		CANADA
3931		CANADA
4023		CANADA
4643		CANADA
4317		CANAL
4511		CANAL
4611		CANAL
4615		CANAL
2840		CANARY
1829		CANELO
213	E	CANTY
1614		CANYON
2016		CANYON
7724		CARBONDALE
7728		CARBONDALE
7824		CARBONDALE
8110		CARBONDALE
5127		CARDIFF
4201		CARDINAL
4205		CARDINAL
4221		CARDINAL
4229		CARDINAL
4310		CARDINAL
4410		CARDINAL
3614		CARL
4215		CARL
2633		CARPENTER
2707		CARPENTER
4006		CARPENTER
2806		CARTER
2810		CARTER
2818		CARTER
5807		CARY
5817		CARY
10534		CASTLEROCK
3614		CAUTHORN
3824		CAUTHORN
2322		CEDAR CREST
2536		CEDAR CREST
3303		CEDAR LAKE
1421		CEDAR OAKS
1427		CEDAR OAKS
5405		CEDAR RIDGE
4571		CEDARDALE
4736		CEDARDALE
4820		CEDARDALE
3711	S	CENTRAL
3713	S	CENTRAL
3717	S	CENTRAL
3741	S	CENTRAL
2103		CHALK HILL
2123		CHALK HILL
2623		CHALK HILL
1204		CHARLOTTE
1205		CHARLOTTE
1302		CHARLOTTE
1332		CHARLOTTE
5910		CHELSEA
5918		CHELSEA
5922		CHELSEA
5934		CHELSEA
5935		CHELSEA
5941		CHELSEA
5945		CHELSEA
6003		CHELSEA

6006		CHELSEA	1316	E	CLARENDON	4106		COLONIAL
4514		CHERBOURG	1403	E	CLARENDON	4522		COLONIAL
4515		CHERBOURG	911	W	CLARENDON	4902		COLONIAL
4525		CHERBOURG	915	W	CLARENDON	4904		COLONIAL
4534		CHERBOURG	914		CLAUDE	5003		COLONIAL
4538		CHERBOURG	1009		CLAUDE	5012		COLONIAL
4545		CHERBOURG	1104		CLAUDE	5019		COLONIAL
4549		CHERBOURG	1201		CLAUDE	5031		COLONIAL
4608		CHERBOURG	1204		CLAUDE	5323		COLONIAL
4612		CHERBOURG	1209		CLAUDE	202	N	COLSON
4627		CHERBOURG	1222		CLAUDE	3020		COLUMBINE
4631		CHERBOURG	1229		CLAUDE	3034		COLUMBINE
4636		CHERBOURG	1314		CLAUDE	3040		COLUMBINE
4639		CHERBOURG	1432		CLAUDIA	3048		COLUMBINE
4640		CHERBOURG	810		CLEARFIELD	1100		COMAL
4643		CHERBOURG	944		CLEARFIELD	1102		COMAL
4647		CHERBOURG	2563		CLEARVIEW	1110		COMAL
238	E	CHERRY POINT	401		CLEAVES	1204		COMANCHE
307	E	CHERRY POINT	402		CLEAVES	1205		COMANCHE
315	E	CHERRY POINT	419		CLEAVES	1208		COMANCHE
323	E	CHERRY POINT	435		CLEAVES	1209		COMANCHE
331	E	CHERRY POINT	437		CLEAVES	1212		COMANCHE
339	E	CHERRY POINT	438		CLEAVES	1213		COMANCHE
2919		CHERRY VALLEY	447		CLEAVES	1216		COMANCHE
1335		CHEYENNE	3512		CLEVELAND	1202		COMPTON
1933		CHEYENNE	3642		CLEVELAND	1311		COMPTON
1939		CHEYENNE	4100		CLEVELAND	1315		COMPTON
3102		CHICAGO	4521		CLEVELAND	1316		COMPTON
3222		CHICAGO	222	S	CLIFF	1325		COMPTON
3338		CHICAGO	612	N	CLIFF	7506		CONCORD
3314		CHIHUAHUA	616	N	CLIFF	1		CONCORDIA
3400		CHIHUAHUA	1521	N	CLINTON	2403		CONKLIN
3429		CHIHUAHUA	510	S	CLINTON	2409		CONKLIN
3438		CHIHUAHUA	818	S	CLINTON	1612		CONNER
3502		CHIHUAHUA	2036		CLOUDCROFT	2046		COOL MIST
5308		CHIPPEWA	7339		CLOVERGLEN	2058		COOL MIST
5426		CHIPPEWA	2974		CLOVIS	2140		COOL MIST
2402		CHRYSLER	2987		CLOVIS	2147		COOL MIST
2411		CHRYSLER	2203		CLYMER	2157		COOL MIST
2415		CHRYSLER	2407		CLYMER	2170		COOL MIST
2518		CHRYSLER	2411		CLYMER	2191		COOL MIST
1027		CHURCH	2607		CLYMER	2200		COOL MIST
1030		CHURCH	3310		CLYMER	2247		COOL MIST
1033		CHURCH	2247		COLDBROOK	2364		COOL MIST
1103		CHURCH	24		COLDBROOK	3938		COOLIDGE
1109		CHURCH	28		COLDBROOK	3942		COOLIDGE
1136		CHURCH	1307		COLEMAN	2210		COOPER
1410		CHURCH	6917		COLESHIRE	2216		COOPER
1415		CHURCH	4505		COLLINS	3918		COPELAND
9		CIRCLEWOOD	4818		COLLINS	4322		COPELAND
9538		CIRCLEWOOD	4904		COLLINS	4323		COPELAND
2630		CLARENCE	3600		COLONIAL	1331		CORINTH
2700		CLARENCE	3613		COLONIAL	800		CORINTH

1331	S	CORINTH ST	1	CRIMNSON	3811		DELHI
1630	S	CORINTH ST	3670	CRIPPLE CREEK	3922		DELHI
1910	S	CORINTH ST	2311	CROSS	2510		DELL VIEW
1912	S	CORINTH ST	2404	CROSSMAN	6283		DENHAM
621	S	CORINTH ST	3105	CROSSMAN	100	S	DENLEY
7440		CORONADO	3438	CROSSMAN	1410	S	DENLEY
3341		CORONET	9643	CROWNFIELD	1412	S	DENLEY
4515		CORREGIDOR	9649	CROWNFIELD	1438	S	DENLEY
4516		CORREGIDOR	4934	CROZIER	1732	S	DENLEY
4519		CORREGIDOR	216	CUMBERLAND	2719	S	DENLEY
4520		CORREGIDOR	115	CUNEY	419	N	DENLEY
4523		CORREGIDOR	119	CUNEY	421	N	DENLEY
4524		CORREGIDOR	2018	CUSTER	4718	S	DENLEY
4538		CORREGIDOR	2022	CUSTER	505	N	DENLEY
4539		CORREGIDOR	2031	CUSTER	527	N	DENLEY
4540		CORREGIDOR	2123	CUSTER	632	N	DENLEY
4548		CORREGIDOR	2127	CUSTER	2104		DENMARK
4551		CORREGIDOR	2130	CUSTER	2116		DENMARK
4552		CORREGIDOR	2202	CUSTER	2122		DENMARK
4553		CORREGIDOR	2214	CUSTER	2171		DENMARK
4556		CORREGIDOR	2402	CUSTER	2317		DENMARK
4559		CORREGIDOR	2502	CUSTER	1911		DENNISON
4603		CORREGIDOR	2543	CUSTER	3322		DETONTE
4607		CORREGIDOR	2607	CUSTER	3330		DETONTE
4623		CORREGIDOR	2623	CUSTER	3919		DIAMOND
4627		CORREGIDOR	2627	CUSTER	4000		DIAMOND
4631		CORREGIDOR	1317	DACKI	1303		DICEMAN
4632		CORREGIDOR	917	DALE	1418		DICEMAN
4636		CORREGIDOR	1250	DALVIEW	1424		DICEMAN
4639		CORREGIDOR	1254	DALVIEW	1429		DICEMAN
4643		CORREGIDOR	1258	DALVIEW	7830		DOAK
4644		CORREGIDOR	1307	DALVIEW	1026		DODD
4647		CORREGIDOR	1315	DALVIEW	4701		DOLPHIN
4648		CORREGIDOR	1319	DALVIEW	4705		DOLPHIN
10436		CORY	1428	DALVIEW	4815		DOLPHIN
8926		COTTONVALLEY	22	DALVIEW	2935		DON
9008		COTTONVALLEY	353	DANIELDALE	2939		DON
2518		CRADDOCK	365	DANIELDALE	2712		DONALD
3615		CRANE	431	DANIELDALE	2716		DONALD
3623		CRANE	803	DANIELDALE	2608		DORRIS
3629		CRANE	3634	DARIEN	2718		DORRIS
3639		CRANE	2225	DATHE	3026		DORRIS
3716		CRANE	2241	DATHE	3030		DORRIS
1		CRANFILL	2326	DATHE	1344		DOWDY FERRY
4419		CRANFILL	2403	DATHE	2028		DOWDY FERRY
4508		CRANFILL	2610	DATHE	2111		DOWDY FERRY
4517		CRANFILL	2611	DATHE	512		DOWDY FERRY
4525		CRANFILL	2822	DAWSON	708		DOWDY FERRY
800	N	CRAWFORD	3804	DE MAGGIO	710		DOWDY FERRY
8471		CREEKWOOD	1611	DEAN	1406		DOYLE
3835		CREPE MYRTLE	7	DEEP GREEN	1510		DOYLE
502		CRETE	3506	DEL REY	319		DU BOIS
539		CRETE	3534	DEL REY	407		DU BOIS

523		DU BOIS	3000		EL BENITO	1735		EUGENE
810		DULUTH	2961		EL TOVAR	1743		EUGENE
3512		DUNBAR	2969		EL TOVAR	6120		EVERGLADE
3738		DUNBAR	2973		EL TOVAR	1214	S	EWING
8529		DUNLAP	6413		ELAM	1631	S	EWING
8730		DUNLAP	6419		ELAM	1827	S	EWING
2613		DURHAM	6520		ELAM	2015	S	EWING
2626		DURHAM	8314		ELAM	2315	S	EWING
2628		DURHAM	4503		ELECTRA	2324	S	EWING
1024	N	DWIGHT	623		ELI	2505	S	EWING
706	N	DWIGHT	1400		ELK CREEK	2617	S	EWING
2334		DYSON	1410		ELK CREEK	2625	S	EWING
2523		DYSON	1425		ELK CREEK	2704	S	EWING
812		EADS	1507		ELK CREEK	2731	S	EWING
816		EADS	619		ELLA	4407	S	EWING
818		EADS	638		ELLA	604	N	EWING
2937		EAGLE	738		ELLA	1318		EXETER
2961		EAGLE	746		ELLA	1346		EXETER
2806		EASTER	1207		ELLENWOOD	1349		EXETER
4114		EASTER	107	W	ELMORE	1414		EXETER
4150		EASTER	1542	E	ELMORE	1423		EXETER
4162		EASTER	1618	E	ELMORE	1550		EXETER
4166		EASTER	1622	E	ELMORE	2314		EXETER
4204		EASTER	231	W	ELMORE	2327		EXETER
4218		EASTER	338	W	ELMORE	2530		EXETER
4219		EASTER	1711		ELMWOOD	2538		EXETER
4246		EASTER	659		ELSBERRY	2602		EXETER
1915		EBBTIDE	726		ELSBETH	2610		EXETER
2106		EBBTIDE	653		ELSTON	2614		EXETER
2054		ECHO LAKE	711		ELSTON	2626		EXETER
2147		ECHO LAKE	3012		ELVA	2631		EXETER
2170		ECHO LAKE	3108		ELVA	2510		EXLINE
2182		ECHO LAKE	3110		ELVA	2515		EXLINE
2188		ECHO LAKE	3202		ELVA	2730		EXLINE
2194		ECHO LAKE	522		ELWAYNE	2734		EXLINE
2204		ECHO LAKE	548		ELWAYNE	526		EZEKIAL
2217		ECHO LAKE	610		ELWAYNE	540		EZEKIAL
2323		ECHO LAKE	650		ELWAYNE	610		EZEKIAL
2050		EDD	659		ELWAYNE	618		EZEKIAL
2058		EDD	706		ELWAYNE	722		EZEKIAL
2147		EDD	734		ELWAYNE	731		EZEKIAL
2341		EDD	746		ELWAYNE	734		EZEKIAL
2347		EDD	747		ELWAYNE	746		EZEKIAL
3041		EDD	770		ELWAYNE	747		EZEKIAL
9999		EDD	759		EMBERWOOD	750		EZEKIAL
1222	S	EDGEFIELD	547		EMBREY	754		EZEKIAL
1316		EDGEMONT	559		EMBREY	7817		FAIRPORT
1322		EDGEMONT	1303		EMILY	7909		FAIRPORT
1421		EDGEMONT	1307		ENGLEWOOD	8123		FAIRPORT
317		EDGEMONT	4021		ESMALDA	5306		FANNIE
914		EDGEMONT	4048		ESMALDA	5403		FANNIE
3117		EDGEWOOD	4107		ESMALDA	5410		FANNIE
2829		EISENHOWER	6519		ETHEL	5524		FANNIE

5608		FANNIE	2526		FERNWOOD	1554		FORDHAM
2812		FARRAGUT	2603		FERNWOOD	1555		FORDHAM
2825		FARRAGUT	2638		FERNWOOD	1746		FORDHAM
2844		FARRAGUT	2639		FERNWOOD	2218		FORDHAM
2845		FARRAGUT	2709		FERNWOOD	2246		FORDHAM
2861		FARRAGUT	2712		FERNWOOD	2406		FORDHAM
2870		FARRAGUT	2719		FERNWOOD	2522		FORDHAM
2311		FATIMA	2900		FERNWOOD	2729		FORDHAM
2319		FATIMA	3001		FERNWOOD	2733		FORDHAM
2323		FATIMA	3217		FERNWOOD	2751		FORDHAM
2328		FATIMA	3922		FERNWOOD	2806		FORDHAM
2336		FATIMA	3930		FERNWOOD	2807		FORDHAM
2339		FATIMA	806		FERNWOOD	2819		FORDHAM
2350		FATIMA	2612		FERRIS	2839		FORDHAM
2354		FATIMA	2620		FERRIS	3217		FORDHAM
2358		FATIMA	301		FIDELIS	3223		FORDHAM
2362		FATIMA	8820		FILES	3300		FORDHAM
2363		FATIMA	8919		FILES	2923		FOREMAN
2366		FATIMA	4008		FINIS	3423		FORNEY
2367		FATIMA	4011		FINIS	3427		FORNEY
2371		FATIMA	2402		FINKLEA	3511		FORNEY
2375		FATIMA	2406		FINKLEA	114	N	FRANCES
2407		FATIMA	2410		FINKLEA	210	N	FRANCES
2420		FATIMA	2414		FINKLEA	215	N	FRANCES
2523		FATIMA	2418		FINKLEA	218	N	FRANCES
2639		FATIMA	2430		FINKLEA	218	S	FRANCES
2709		FATIMA	4500		FIRESIDE	315	N	FRANCES
2714		FATIMA	9305		FIRESIDE	3604		FRANK
2717		FATIMA	9309		FIRESIDE	4010		FRANK
2718		FATIMA	1		FISH	4328		FRANK
2719		FATIMA	2708		FISH TRAP	4343		FRANK
2720		FATIMA	2714		FISH TRAP	4409		FRANK
2722		FATIMA	5124		FITCHBURG	2739		FRAZIER
2723		FATIMA	5512		FITCHBURG	1321		FRIENDSHIP
2724		FATIMA	1315	S	FITZHUGH	1000		FRONT
2737		FATIMA	1520	S	FITZHUGH	1219		FRONT
521		FAULK	1627	S	FITZHUGH	2817		FROST
531		FAULK	1014	W	FIVE MILE	2850		FROST
1411		FAYETTE	1022	W	FIVE MILE	2858		FROST
4533		FELLOWS	1531		FLEETWOOD	2859		FROST
4629		FELLOWS	304		FLEMING	2870		FROST
4732		FELLOWS	312		FLEMING	2874		FROST
4736		FELLOWS	1218		FLETCHER	9351		FROSTWOOD
4752		FELLOWS	1300		FLETCHER	3507		FUREY
4812		FELLOWS	1308		FLETCHER	4002		FUREY
4816		FELLOWS	1325		FLETCHER	4010		FUREY
4820		FELLOWS	1330		FLETCHER	4014		FUREY
4832		FELLOWS	1302		FOLEY	4015		FUREY
4836		FELLOWS	1310		FOLEY	4031		FUREY
4844		FELLOWS	12800		FOOTHILL	4103		FUREY
2414		FELTON	1335		FORDHAM	4109		FUREY
2415		FELTON	1526		FORDHAM	4127		FUREY
2521		FERNWOOD	1531		FORDHAM	4130		FUREY

4131		FUREY	2502		GIVENDALE	3017		GRAYSON
2651		GADBERRY	2506		GIVENDALE	804		GREEN CASTLE
1910		GALLAGHER	2510		GIVENDALE	13101		GREENGROVE
1950		GALLAGHER	4116		GLADEWATER	13305		GREENGROVE
1955		GALLAGHER	4126		GLADEWATER	9999		GREENGROVE
3404		GALLAGHER	4154		GLADEWATER	214		GREENHAVEN
3510		GALLAGHER	4170		GLADEWATER	234		GREENHAVEN
3710		GALLAGHER	4227		GLADEWATER	1611		GREENLAWN
3739		GALLAGHER	4247		GLADEWATER	1615		GREENLAWN
5215		GALLAGHER	4327		GLADEWATER	1619		GREENLAWN
2207		GALLATIN	9		GLADEWATER	2325		GREER
13600		GARDEN GROVE	1415		GLEN	620		GRIFFITH
13826		GARDEN GROVE	5722		GLEN FOREST	1626		GRINNELL
4600		GARLAND	2519		GLENFIELD	10404		GROVE OAKS
4818		GARLAND	2524		GLENFIELD	2811		GUYMON
4822		GARLAND	2711		GLENFIELD	3325		HALLETT
4516		GARRISON	2719		GLENFIELD	3333		HALLETT
4520		GARRISON	1306		GLIDDEN	3507		HALLETT
4601		GARRISON	1331		GLIDDEN	3515		HALLETT
4609		GARRISON	1338		GLIDDEN	3815		HAMILTON
4618		GARRISON	19		GLIDDEN	4226		HAMILTON
4710		GARRISON	20		GLIDDEN	4414		HAMILTON
4711		GARRISON	9		GLIDDEN	4418		HAMILTON
4712		GARRISON	2919		GLOYD	4510		HAMILTON
4713		GARRISON	2945		GLOYD	1858		HAMLET
1523		GARZA	2310		GOOCH	4033		HAMMERLY
1525		GARZA	2315		GOOCH	3303	S	HAMPTON
1529		GARZA	2333		GOOCH	3617		HANCOCK
1618		GARZA	2339		GOOCH	3906		HANCOCK
1630		GARZA	2346		GOOCH	3910		HANCOCK
1634		GARZA	2403		GOOCH	2301		HARDING
1635		GARZA	2420		GOOCH	2327		HARDING
1733		GARZA	2503		GOOCH	1522		HARLANDALE
1735		GARZA	2701		GOOCH	1735		HARLANDALE
1823		GARZA	2809		GOOCH	1907		HARLANDALE
2900		GAY	2814		GOOCH	2314		HARLANDALE
2909		GAY	2820		GOOCH	2318		HARLANDALE
2910		GAY	2412	S	GOOD LATIMER	2431		HARLANDALE
2914		GAY	2723		GOODWILL	2915		HARLANDALE
1514		GEORGIA	1900		GOULD	2923		HARLANDALE
1537		GEORGIA	2608		GOULD	3014		HARLANDALE
2711		GERTRUDE	10706		GRADY	3328		HARLANDALE
2723		GERTRUDE	9700		GRADY	3714		HARLINGEN
2519		GHENT	2703		GRAFTON	3714		HARLINGEN
2522		GHENT	1507		GRAND	3105		HARMON
2555		GHENT	2524		GRAND	3108		HARMON
2401		GIBBS WILLIAMS	2534		GRAND	3130		HARMON
2445		GIBBS WILLIAMS	2723		GRAND	1538		HARRIS
2521		GIBBS WILLIAMS	4309	E	GRAND	1550		HARRIS
3526		GIBSONDELL	1101		GRANT	1579		HARRIS
4513		GINGER	1231		GRANT	2605		HARRISON
4539		GINGER	1307		GRANT	2609		HARRISON
2434		GIVENDALE	1361		GRANT	2611		HARRISON

2823		HARSTON	5726		HIAWATHA	8521	HONEYSUCKLE
401		HART	5732		HIAWATHA	8607	HONEYSUCKLE
407		HART	718		HIGHFALL	8611	HONEYSUCKLE
409		HART	3420		HIGHLAND WOODS	2222	HOOPER
411		HART	3421		HIGHLAND WOODS	2435	HOOPER
413		HART	3426		HIGHLAND WOODS	2439	HOOPER
444		HART	3430		HIGHLAND WOODS	2445	HOOPER
452		HART	3436		HIGHLAND WOODS	2607	HOOPER
457		HART	3440		HIGHLAND WOODS	2618	HOOPER
608		HARTSDALE	3444		HIGHLAND WOODS	2629	HOOPER
3308	S	HARWOOD	3504		HIGHLAND WOODS	18	HORIZON HILLS
3409	S	HARWOOD	3505		HIGHLAND WOODS	19	HORIZON HILLS
3513	S	HARWOOD	3510		HIGHLAND WOODS	1334	HORTENSE
3521	S	HARWOOD	3511		HIGHLAND WOODS	1342	HORTENSE
4926	S	HARWOOD	3516		HIGHLAND WOODS	1506	HORTENSE
1644	S	HASKELL	3517		HIGHLAND WOODS	1510	HORTENSE
3212	S	HASKELL	3521		HIGHLAND WOODS	1511	HORTENSE
2310		HASLETT	3525		HIGHLAND WOODS	2	HORTENSE
2506		HATCHER	3526		HIGHLAND WOODS	5406	HOUSTON SCHOOL
2600		HATCHER	3529		HIGHLAND WOODS	1314	HUDSPETH
3814		HATCHER	3533		HIGHLAND WOODS	1323	HUDSPETH
533		HATTON	3536		HIGHLAND WOODS	1326	HUDSPETH
772		HAVENWOOD	3537		HIGHLAND WOODS	1415	HUDSPETH
929		HAVENWOOD	1227		HILLBURN	1422	HUDSPETH
4412		HAVERTY	1231		HILLBURN	1438	HUDSPETH
2021		HAYMARKET	940		HILLBURN	1527	HUDSPETH
2045		HAYMARKET	9999		HILLBURN	1611	HUDSPETH
2071		HAYMARKET	227		HILLVALE	1710	HUDSPETH
2101		HAYMARKET	1010	E	HOBSON	1714	HUDSPETH
2161		HAYMARKET	1144	E	HOBSON	2135	HUDSPETH
728		HAYMARKET	917	E	HOBSON	2159	HUDSPETH
7610		HAZEL	1032		HOLCOMB	2706	HUDSPETH
2714		HECTOR	1224		HOLCOMB	2708	HUDSPETH
2720		HECTOR	841		HOLCOMB	2710	HUDSPETH
4430		HEDGDON	846		HOLCOMB	2733	HUDSPETH
4511		HEDGDON	851		HOLCOMB	2735	HUDSPETH
538		HELENA	930		HOLCOMB	2820	HUDSPETH
542		HELENA	942		HOLCOMB	4702	HUEY
602		HELENA	950		HOLCOMB	4712	HUEY
611		HELENA	3720		HOLMES	4718	HUEY
619		HELENA	3734		HOLMES	4806	HUEY
731		HELENA	3821		HOLMES	4807	HUEY
734		HELENA	3830		HOLMES	7740	HULL
747		HELENA	1927		HOMELAND	7905	HULL
402	S	HENDERSON	3642		HOMELAND	7911	HULL
1311		HENDRICKS	3702		HOMELAND	7935	HULL
1327		HENDRICKS	3730		HOMELAND	7944	HULL
1612		HERALD	9429		HOMEPLACE	7958	HULL
1621		HERALD	35		HONEYSUCKLE	8024	HUME
1631		HERALD	8317		HONEYSUCKLE	3607	HUMPHREY
1635		HERALD	8321		HONEYSUCKLE	3727	HUMPHREY
1638		HERALD	8327		HONEYSUCKLE	3731	HUMPHREY
3819		HERRLING	8331		HONEYSUCKLE	3735	HUMPHREY

3746		HUMPHREY
4404		HUMPHREY
1230		HUTCHINS
1401		HUTCHINS
1403		HUTCHINS
1403		HUTCHINS
1404		HUTCHINS
1503		HUTCHINS
910		HUTCHINS
1810		IDAHO
1918		IDAHO
2018		IDAHO
2222		IDAHO
2223		IDAHO
2323		IDAHO
2630		IDAHO
4023		IDAHO
4228		IDAHO
4407		IDAHO
2716	E	ILLINOIS
2720	E	ILLINOIS
2100		INADALE
3105		INDIANOLA
1927		INGERSOLL
1935		INGERSOLL
1938		INGERSOLL
1939		INGERSOLL
2434		INGERSOLL
2622		INGERSOLL
3402		INGERSOLL
3615		INGERSOLL
3722		INGERSOLL
4010		INGERSOLL
4026		INGERSOLL
1503		IOWA
111	N	IRA
118	N	IRA
10899		IRIS
2507		IROQUOIS
2622		IROQUOIS
2807		IROQUOIS
3520		IROQUOIS
2015		IVANHOE
4010		IVANHOE
4022		IVANHOE
7915		IVORY
7924		IVORY
7927		IVORY
7944		IVORY
5156		IVY
944		JADEWOOD
3526		JAMAICA
4202		JAMAICA
4406		JAMAICA
4705		JAMAICA
6616		JEANE
2430		JEFF
2430		JEFF
3347	W	JEFFERSON
1601		JEFFRIES
2501		JEFFRIES
2741		JENNINGS
2747		JENNINGS
2753		JENNINGS
2759		JENNINGS
3117		JESSIE BELL
2406		JEWELL
2402		JIM
1021	N	JIM MILLER
137	S	JIM MILLER
307	N	JIM MILLER
4708	N	JIM MILLER
8107		JOHN
8111		JOHN
8115		JOHN
8116		JOHN
5739		JOHNSON
5921		JOHNSON
9999		JOHNSON
604		JONELLE
627		JONELLE
632		JONELLE
648		JONELLE
711		JONELLE
715		JONELLE
746		JONELLE
2224		JORDAN
2019		JORDAN VALLEY
2104		JORDAN VALLEY
429		JOSEPHINE
503		JOSEPHINE
519		JOSEPHINE
3610		JULIUS SCHEPPS
3614		JULIUS SCHEPPS
315	N	JUSTIN
2418		KAHN
2115		KATHLEEN
2407		KATHLEEN
2607		KATHLEEN
2736		KAVASAR
2807		KAVASAR
2814		KAVASAR
2818		KAVASAR
2831		KAVASAR
2906		KAVASAR
2918		KAVASAR
2919		KAVASAR
2935		KAVASAR
2936		KAVASAR
2939		KAVASAR
2942		KAVASAR
2952		KAVASAR
2962		KAVASAR
2963		KAVASAR
9999		KAVASAR
5300		KEENLAND
2419		KEMP
2457		KEMP
2462		KEMP
2466		KEMP
1		KEMROCK
11		KEMROCK
6015		KEMROCK
6030		KEMROCK
6039		KEMROCK
6043		KEMROCK
6107		KEMROCK
6109		KEMROCK
6121		KEMROCK
6125		KEMROCK
6131		KEMROCK
6216		KEMROCK
6222		KEMROCK
6311		KEMROCK
6411		KEMROCK
6419		KEMROCK
6427		KEMROCK
6454		KEMROCK
6505		KEMROCK
6511		KEMROCK
2811		KENESAW
3916		KENILWORTH
700		KESSLER LAKE
3418		KEYRIDGE
3422		KEYRIDGE
3511		KEYRIDGE
1306	E	KIEST
1409	E	KIEST
1700	E	KIEST
1713	E	KIEST
1805	E	KIEST
2503		KILBURN
2615		KILBURN
2846		KILBURN
4833		KILDARE
4926		KILDARE
4943		KILDARE
1231		KILLOUGH
1329		KILLOUGH

1339		KILLOUGH	3304		KYSER	3315	LAPSLEY
1427		KILLOUGH	6810		LACY	3318	LAPSLEY
1505		KILLOUGH	6816		LACY	3319	LAPSLEY
1545		KILLOUGH	4122		LADALE	3322	LAPSLEY
2606		KIMSEY	2720		LAGOW	3323	LAPSLEY
2810		KINGBRIDGE	7420		LAKE JUNE	3326	LAPSLEY
1038		KINGS	9501		LAKE JUNE	3327	LAPSLEY
2200		KINGS	2118	W	LAKEVIEW	3330	LAPSLEY
8325		KINGSFIELD	2118		LAMONT	3331	LAPSLEY
8345		KINGSFIELD	22		LANARK	3334	LAPSLEY
8353		KINGSFIELD	2434		LANARK	3335	LAPSLEY
3617		KINGSFORD	4226	S	LANCASTER	3338	LAPSLEY
1507		KINGSLEY	619	N	LANCASTER	3339	LAPSLEY
1511		KINGSLEY	6318	S	LANCASTER	3342	LAPSLEY
1815		KINGSLEY	6322	S	LANCASTER	3345	LAPSLEY
2522		KINGSTON	6326	S	LANCASTER	3346	LAPSLEY
2503		KIRKLEY	6620	S	LANCASTER	3349	LAPSLEY
2517		KIRKLEY	7422	S	LANCASTER	3350	LAPSLEY
1317		KIRNWOOD	13122		LAND	3354	LAPSLEY
1800		KIRNWOOD	202		LANDIS	3356	LAPSLEY
2627		KIRVEN	215		LANDIS	4727	LARUE
8111		KISKA	218		LANDIS	910	LASALLE
8112		KISKA	227		LANDIS	3015	LATIMER
9030		KISSELL	4202		LANDRUM	3414	LATIMER
12		KIWANIS	4206		LANDRUM	3504	LATIMER
11800		KLEBERG	4210		LANDRUM	3730	LATIMER
12239		KLEBERG	4220		LANDRUM	10	E LAURELAND
12611		KLEBERG	4222		LANDRUM	546	W LAURELAND
2438		KNIGHT	4224		LANDRUM	2218	LAWRENCE
3733		KOLLOCH	4227		LANDRUM	2227	LAWRENCE
3742		KOLLOCH	4233		LANDRUM	2410	LAWRENCE
3907		KOLLOCH	4300		LANDRUM	2446	LAWRENCE
4308		KOLLOCH	4301		LANDRUM	2601	LAWRENCE
4310		KOLLOCH	4304		LANDRUM	2710	LAWRENCE
4609		KOLLOCH	4309		LANDRUM	2719	LAWRENCE
4720		KOLLOCH	4317		LANDRUM	336	W LAWSON
4726		KOLLOCH	4402		LANDRUM	2810	LE CLERC
2517		KOOL	9212		LANEYVALE	3818	LE FORGE
2611		KOOL	9219		LANEYVALE	3902	LE FORGE
2622		KOOL	9426		LANEYVALE	2132	LEACREST
2626		KOOL	8502		LAPANTO	6315	LEANA
2631		KOOL	2202		LAPSLEY	6413	LEANA
2635		KOOL	2626		LAPSLEY	6610	LEANA
2708		KOOL	3123		LAPSLEY	1819	LEATH
2717		KOOL	3203		LAPSLEY	2003	LEATH
2719		KOOL	3207		LAPSLEY	2035	LEATH
2726		KOOL	3211		LAPSLEY	2711	LEBROCK
2740		KOOL	3215		LAPSLEY	2718	LEBROCK
1928		KRAFT	3219		LAPSLEY	2719	LEBROCK
2006		KRAFT	3302		LAPSLEY	2720	LEBROCK
2012		KRAFT	3306		LAPSLEY	2724	LEBROCK
302	N	KRAMER	3310		LAPSLEY	2728	LEBROCK
3420		KRISTEN	3314		LAPSLEY	2733	LEBROCK

2736		LEBROCK
2737		LEBROCK
2745		LEBROCK
2749		LEBROCK
2807		LEBROCK
2815		LEBROCK
2822		LEBROCK
2823		LEBROCK
2826		LEBROCK
2827		LEBROCK
2838		LEBROCK
2843		LEBROCK
2854		LEBROCK
2855		LEBROCK
1048	E	LEDBETTER
1915	E	LEDBETTER
2003	E	LEDBETTER
2007	E	LEDBETTER
2346	E	LEDBETTER
2605	E	LEDBETTER
2615	E	LEDBETTER
3311	E	LEDBETTER
3427	E	LEDBETTER
3540	S	LEDBETTER
5538		LEEWOOD
4417		LELAND
3823		LEMAY
3915		LEMAY
13328		LENOSA
1708		LENWAY
1710		LENWAY
2412		LENWAY
2601		LENWAY
1922		LEROY
2904		LEWISTON
2023		LIFE
7436		LINDA
7507		LINDA
5002		LINDER
5319		LINDSLEY
2816		LINFIELD
2820		LINFIELD
3514		LINFIELD
3518		LINFIELD
4816		LINFIELD
4532		LIVE OAK
3300		LOCKETT
3523		LOCKETT
3527		LOCKETT
2210		LOCUST
2214		LOCUST
2226		LOCUST
2266		LOLITA
2740		LOLITA
2914		LOLITA
2915		LOLITA
850		LONG ACRE
1233		LONSDALE
1		LOOP 12
13		LOOP 12
14		LOOP 12
15		LOOP 12
7455	S	LOOP 12
1617		LORIS
1300		LOTUS
1302		LOTUS
1309		LOTUS
1313		LOTUS
1616	E	LOUISIANA
210	E	LOUISIANA
224	W	LOUISIANA
300	W	LOUISIANA
319	W	LOUISIANA
7012		LOVETT
3716		LOVINGOOD
3810		LOVINGOOD
2302		LOWERY
2308		LOWERY
2331		LOWERY
2334		LOWERY
2406		LOWERY
2504		LOWERY
6623		LUCY
6627		LUCY
4504		LUZON
4531		LUZON
4535		LUZON
4611		LUZON
4623		LUZON
4640		LUZON
4647		LUZON
2426		LYOLA
2433		LYOLA
2441		LYOLA
2716		LYOLA
2726		LYOLA
2804		LYOLA
2808		LYOLA
2814		LYOLA
2821		LYOLA
2838		LYOLA
2845		LYOLA
2849		LYOLA
2853		LYOLA
2854		LYOLA
2141		MACK
2249		MACON
2310		MACON
2338		MACON
2622		MACON
2718		MACON
2833		MACON
2835		MACON
2837		MACON
8233		MADDOX
2139		MAIL
2143		MAIL
2014		MAIN
245	W	MAIN
266	W	MAIN
5031	S	MALCOLM X
3014		MALLORY
3122		MALLORY
3429		MALLORY
2703		MANILA
6718		MANITOBA
2318		MARBURG
2618		MARBURG
2731		MARBURG
2738		MARBURG
2739		MARBURG
3001		MARBURG
3010		MARBURG
4538		MARCELL
3301		MARCOLE
3307		MARCOLE
3311		MARCOLE
3312		MARCOLE
3315		MARCOLE
3316		MARCOLE
3319		MARCOLE
3320		MARCOLE
3323		MARCOLE
3324		MARCOLE
3327		MARCOLE
3328		MARCOLE
3331		MARCOLE
3332		MARCOLE
3335		MARCOLE
3342		MARCOLE
1236		MARFA
1242		MARFA
1247		MARFA
1313		MARFA
1415		MARFA
1419		MARFA
1502		MARFA
1503		MARFA
1514		MARFA

1527		MARFA
1530		MARFA
1531		MARFA
1634		MARFA
2134		MARFA
18		MARGEWOOD
20		MARGEWOOD
5714		MARGEWOOD
2900		MARIDEEN
2934		MARIDEEN
2938		MARIDEEN
8619		MARIGOLD
8701		MARIGOLD
10		MARINE
9		MARINE
2431		MARJORIE
2515		MARJORIE
2521		MARJORIE
2603		MARJORIE
2747		MARJORIE
2804		MARJORIE
3021		MARJORIE
3115		MARJORIE
140		MARKS
150		MARKS
208		MARKS
507	S	MARLBOROUGH
902	S	MARLBOROUGH
5001		MARNE
5007		MARNE
5012		MARNE
5026		MARNE
1331	S	MARSALIS
1342	S	MARSALIS
1703	S	MARSALIS
1903	S	MARSALIS
2002	S	MARSALIS
2415	S	MARSALIS
2818	S	MARSALIS
2823	S	MARSALIS
2830	S	MARSALIS
2911	S	MARSALIS
2915	S	MARSALIS
2923	S	MARSALIS
2935	S	MARSALIS
3107	S	MARSALIS
4915	S	MARSALIS
825	N	MARSALIS
3709		MARSHALL
4220		MARSHALL
4302		MARSHALL
4315		MARSHALL
4136		MART
5700		MARTINEZ
515		MARTINIQUE
811		MARTINIQUE
7446		MARY DAN
1704		MARY ELLEN
1726		MARYLAND
2418		MARYLAND
2419		MARYLAND
2635		MARYLAND
2915		MARYLAND
3921		MARYLAND
4030		MARYLAND
4129		MARYLAND
4250		MARYLAND
200	S	MASTERS
322	N	MASTERS
1608		MATAGORDA
3315		MAYBETH
3806		MAYBETH
1407		MAYWOOD
1509		MAYWOOD
1515		MAYWOOD
1610		MAYWOOD
1413		MCBROOM
1414		MCBROOM
1721		MCBROOM
1834		MCBROOM
1838		MCBROOM
1906		MCBROOM
1930		MCBROOM
1939		MCBROOM
2012		MCBROOM
2028		MCBROOM
2029		MCBROOM
3402		MCBROOM
3430		MCBROOM
3615		MCBROOM
3618		MCBROOM
3630		MCBROOM
3723		MCBROOM
3724		MCBROOM
3734		MCBROOM
3143		MCDERMOTT
739		MCDOWELL
1509		MCKEE
1315		MCKENZIE
1325		MCKENZIE
1332		MCKENZIE
1334		MCKENZIE
1338		MCKENZIE
1428		MCKENZIE
3018		MCNEIL
3333		MCNEIL
2816		MEADOW
2820		MEADOW
3410		MEADOW
4618		MEADOW
2742		MEADOW DAWN
428		MELBA
4220		MEMORY LANE
4234		MEMORY LANE
4400		MEMORY LANE
4414		MEMORY LANE
4520		MEMORY LANE
1600		MENTOR
1610		MENTOR
1734		MENTOR
2406		MERLIN
2435		MERLIN
206	S	MERRIFIELD
4230		MESA GLEN
2237		METROPOLITAN
3514		METROPOLITAN
3526		METROPOLITAN
3614		METROPOLITAN
3622		METROPOLITAN
3803		METROPOLITAN
3926		METROPOLITAN
4015		METROPOLITAN
4106		METROPOLITAN
4213		METROPOLITAN
4223		METROPOLITAN
4517		METROPOLITAN
4522		METROPOLITAN
4606		METROPOLITAN
9120		METZ
9211		METZ
4825		MEXICANA
4911		MEXICANA
4934		MEXICANA
5015		MEXICANA
2515		MEYERS
2526		MEYERS
3630		MEYERS
1251		MICHIGAN
1610		MICHIGAN
1632		MICHIGAN
1735		MICHIGAN
2642		MICHIGAN
2710		MICHIGAN
2926		MICHIGAN
2938		MICHIGAN
3011		MICHIGAN
3051		MICHIGAN
3055		MICHIGAN
3302		MICHIGAN

4715		MILITARY
4727		MILITARY
4819		MILITARY
5625		MILLAR
623		MILLARD
808		MILLARD
813		MILLARD
825		MILLARD
2807		MILLBROOK
3502		MINGO
3510		MINGO
3531		MINGO
3539		MINGO
3547		MINGO
1143	E	MISSOURI
1643	E	MISSOURI
2718		MITCHELL
2728		MITCHELL
2106		MOFFATT
2110		MOFFATT
2111		MOFFATT
2211		MOFFATT
2222		MOFFATT
2230		MOFFATT
2235		MOFFATT
2302		MOFFATT
2303		MOFFATT
2319		MOFFATT
2322		MOFFATT
2327		MOFFATT
2422		MOFFATT
2427		MOFFATT
2431		MOFFATT
2656		MOJAVE
2724		MOJAVE
2839		MOJAVE
2906		MOJAVE
2921		MOJAVE
4542		MOLER
345	E	MONTANA
1122	S	MONTCLAIR
1220	S	MONTCLAIR
2021	N	MONTCLAIR
106	S	MOORE
110	S	MOORE
114	S	MOORE
118	S	MOORE
122	S	MOORE
329	N	MOORE
333	N	MOORE
338	N	MOORE
340	N	MOORE
402	N	MOORE
406	N	MOORE
410	N	MOORE
413	N	MOORE
420	N	MOORE
423	N	MOORE
424	N	MOORE
426	N	MOORE
427	N	MOORE
428	N	MOORE
501	N	MOORE
503	N	MOORE
506	N	MOORE
507	N	MOORE
508	N	MOORE
509	N	MOORE
511	N	MOORE
513	N	MOORE
515	N	MOORE
602	N	MOORE
607	N	MOORE
2554		MORGAN
3046		MORGAN
3115		MORGAN
3210		MORGAN
3902		MORNING SPRINGS
1018	N	MOROCCO
1210	N	MOROCCO
1250	N	MOROCCO
1420		MORRELL
1735		MORRELL
1802		MORRELL
1512		MORRIS
1516		MORRIS
1901		MORRIS
1925		MORRIS
1929		MORRIS
2011		MORRIS
2017		MORRIS
2020		MORRIS
2030		MORRIS
3500		MORRIS
3506		MORRIS
3510		MORRIS
3542		MORRIS
3602		MORRIS
3639		MORRIS
3701		MORRIS
3722		MORRIS
3741		MORRIS
1222		MOUNTAIN LAKE
1405		MOUNTAIN LAKE
1		MOUNTAIN SHORES
16		MOUNTAIN SHORES
2		MOUNTAIN SHORES
3		MOUNTAIN SHORES
4		MOUNTAIN SHORES
5		MOUNTAIN SHORES
3616		MT EVEREST
3726		MT RANIER
3623		MT ROYAL
1812		MUNCIE
1911		MUNCIE
1927		MUNCIE
804		MUNCIE
908		MUNCIE
910		MUNCIE
913		MUNCIE
5800		MUNICIPAL
5814		MUNICIPAL
5902		MUNICIPAL
5914		MUNICIPAL
6212		MUNICIPAL
6307		MUNICIPAL
6310		MUNICIPAL
119	N	MURDEAUX
1624		MURDOCK
547		MURDOCK
605		MURDOCK
609		MURDOCK
720		MURDOCK
824		MURDOCK
3511		MYRTLE
123	S	NACHITA
2825		NAMUR
3145		NANDINA
3244		NANDINA
10311		NANTUCKET VILLAGE
9999		NANTUCKET VILLAGE
2446		NAOMA
2506		NAOMA
7934	S	NASSAU
8002	S	NASSAU
3343		NAVAJO
3116		NAVARO
3218		NAVARO
3503		NAVARO
15		NAVY
221		NAVY
5		NAVY
1909		NEAL
111		NECHES
654	W	NEELY
631		NEOMI
722		NEOMI
726		NEOMI

731		NEOMI	4836		NOME	2803	E	OVERTON
9999		NEW BEDFORD	4843		NOME	2835	E	OVERTON
9325		NEWHALL	4851		NOME	3418		OVERTON
9407		NEWHALL	4123		NORCO	1418		OWEGA
3115		NICHOLSON	1201		NORTH	1442		OWEGA
1		NO NAME	1207		NORTH	1446		OWEGA
1219		NO NAME	1215		NORTH	1510		OWEGA
3515		NO NAME	1310		NORTH	4617		OWENWOOD
363		NO NAME	239		NORTH SHORE	4818		OWENWOOD
5		NO NAME	851		OAK FOREST	4822		OWENWOOD
5839		NO NAME	714		OAK PARK	1179		OXBOW
6036		NO NAME	2328		OAK PLAZA	1183		OXBOW
6500		NO NAME	2404		OAK PLAZA	4907	S	PACIFIC
6524		NO NAME	2419		OAK PLAZA	1011		PACKARD
6532		NO NAME	2364		OAKDALE	704		PACKARD
6534		NO NAME	2370		OAKDALE	705		PACKARD
8		NO NAME	2428		OAKDALE	713		PACKARD
999		NO NAME	2510		OAKDALE	717		PACKARD
1224		NOAH	2514		OAKDALE	721		PACKARD
1100		NOKOMIS	2519		OAKDALE	417	W	PAGE
1131		NOLTE	2521		OAKDALE	4022		PALACIOS
1415		NOMAS	2542		OAKDALE	2322		PALL MALL
1735		NOMAS	2543		OAKDALE	2620		PALL MALL
1842		NOMAS	2547		OAKDALE	2656		PALL MALL
1846		NOMAS	1306		OAKLEY	2660		PALL MALL
1955		NOMAS	1308		OAKLEY	2715		PALL MALL
1966		NOMAS	1326		OAKLEY	2719		PALL MALL
3316		NOMAS	1330		OAKLEY	2723		PALL MALL
3320		NOMAS	1406		OAKLEY	2750		PALL MALL
3321		NOMAS	1506		OAKLEY	2808		PALL MALL
3324		NOMAS	9999		OAKWOOD	2814		PALL MALL
3326		NOMAS	3421		ODESSA	2815		PALL MALL
3407		NOMAS	4		ODESSA	2820		PALL MALL
3529		NOMAS	8621		ODOM	2824		PALL MALL
3615		NOMAS	114	W	OHIO	557		PALMETTO
3630		NOMAS	119	W	OHIO	3155		PALO ALTO
3715		NOMAS	1238	E	OHIO	9302		PARAMOUNT
3720		NOMAS	1242	E	OHIO	9502		PARAMOUNT
5518		NOMAS	1567	E	OHIO	2723		PARK ROW
5521		NOMAS	318	W	OHIO	6903		PARKDALE
5703		NOMAS	219		OKLAUNION	6927		PARKDALE
5707		NOMAS	3710		OPAL	6938		PARKDALE
5711		NOMAS	3723		OPAL	5008		PARKLAND
5715		NOMAS	3801		OPAL	721		PARKVIEW
5719		NOMAS	3923		OPAL	509		PARKWOOD
5723		NOMAS	4214		OPAL	516		PARKWOOD
4716		NOME	829		OSLO	605		PARKWOOD
4720		NOME	1427	E	OVERTON	611		PARKWOOD
4723		NOME	1607	E	OVERTON	617		PARKWOOD
4736		NOME	1623	E	OVERTON	623		PARKWOOD
4748		NOME	1651	E	OVERTON	629		PARKWOOD
4812		NOME	2307	E	OVERTON	740		PARKWOOD
4820		NOME	2730	E	OVERTON	1211		PARLAY

1212		PARLAY
1215		PARLAY
1216		PARLAY
1219		PARLAY
1222		PARLAY
1223		PARLAY
3343		PARVIA
5168		PATONIA
1812		PEABODY
2408		PEABODY
2413		PEABODY
2509		PEABODY
2524		PEABODY
2525		PEABODY
2610		PEABODY
2612		PEABODY
1637		PEAR
1712		PEAR
2819		PEARY
2823		PEARY
2859		PEARY
2875		PEARY
999		PEBBLE VALLEY
401		PECAN
402		PECAN
408		PECAN
416		PECAN
423		PECAN
431		PECAN
1031		PEMBERTON HILL
606		PEMBERTON HILL
648		PEMBERTON HILL
3702		PENELOPE
3704		PENELOPE
3707		PENELOPE
3815		PENELOPE
1308		PENNSYLVANIA
1313		PENNSYLVANIA
1415		PENNSYLVANIA
2504		PENNSYLVANIA
2710		PENNSYLVANIA
2722		PENNSYLVANIA
2812		PENNSYLVANIA
2834		PENNSYLVANIA
3105		PENNSYLVANIA
3110		PENNSYLVANIA
3423		PEORIA
3717		PEORIA
3738		PEORIA
3838		PEORIA
2		PERSIMMON
2906		PERSIMMON
2918		PERSIMMON
2937		PERSIMMON
3038		PERSIMMON
3045		PERSIMMON
3049		PERSIMMON
3053		PERSIMMON
3156		PERSIMMON
3203		PERSIMMON
4508		PHILIP
4520		PHILIP
4524		PHILIP
1600		PINE
1617		PINE
1725		PINE
2506		PINE
3218		PINE
3622		PINE
3802		PINE
3906		PINE
2002		PLAINCREEK
2010		PLAINCREEK
2016		PLAINCREEK
8334		PLAINVIEW
8344		PLAINVIEW
8351		PLAINVIEW
8401		PLAINVIEW
8430		PLAINVIEW
1038		PLEASANT
1813		PLEASANT
2267		PLEASANT
2271		PLEASANT
2851		PLEASANT
3105		PLEASANT
604		PLEASANT
134		PLEASANT MEADOWS
204		PLEASANT MEADOWS
612		PLEASANT VISTA
613		PLEASANT VISTA
619	N	PLEASANT WOODS
627	N	PLEASANT WOODS
1420		PLUM
5734		PLUM DALE
5739		PLUM DALE
5744		PLUM DALE
5800		PLUM DALE
5801		PLUM DALE
5818		PLUM DALE
5906		PLUM DALE
6018		PLUM DALE
6022		PLUM DALE
6023		PLUM DALE
6031		PLUM DALE
6035		PLUM DALE
6039		PLUM DALE
6043		PLUM DALE
6047		PLUM DALE
6051		PLUM DALE
6055		PLUM DALE
6059		PLUM DALE
6067		PLUM DALE
6071		PLUM DALE
6072		PLUM DALE
4116		PLUTO
800	S	PLYMOUTH
4114		POINSETTIA
4105		POINTER
925	S	POLK
9330	S	POLK
9408	S	POLK
1818		POLLARD
1919		POLLARD
3924		POLLY
3933		POLLY
1023		PONTIAC
708		PONTIAC
800		PONTIAC
801		PONTIAC
903		PONTIAC
1619		POPLAR
1624		POPLAR
1715		POPLAR
2207		POPLAR
2206		PORTERFIELD
2210		PORTERFIELD
2213		PORTERFIELD
2214		PORTERFIELD
2218		PORTERFIELD
2221		PORTERFIELD
800	N	PRAIRIE CREEK
900009		PRATER
900009		PRATER
1432		PRESIDIO
1610		PRESIDIO
1613		PRESIDIO
1651		PRESIDIO
2727		PROSPERITY
2753		PROSPERITY
2759		PROSPERITY
2761		PROSPERITY
2763		PROSPERITY
2769		PROSPERITY
2771		PROSPERITY
2781		PROSPERITY
2801		PROSPERITY
2802		PROSPERITY
2910		PROSPERITY

2918	PROSPERITY	5822		PUEBLO	3228		REED
2931	PROSPERITY	5825		PUEBLO	3335		REED
3018	PROSPERITY	5826		PUEBLO	4625		REIGER
3019	PROSPERITY	5829		PUEBLO	4825		REIGER
3022	PROSPERITY	5830		PUEBLO	5533		REIGER
3706	PROSPERITY	5900		PUEBLO	1200		RENNER
3710	PROSPERITY	3107		PUGET	3119		REYNOLDS
1515	PUEBLO	1201		PURITAN	3306		RICH ACRES
1922	PUEBLO	1205		PURITAN	3312		RICH ACRES
3318	PUEBLO	1208		PURITAN	730		RIDGE
3329	PUEBLO	1209		PURITAN	2623		RIPPLE
3423	PUEBLO	1212		PURITAN	2627		RIPPLE
3434	PUEBLO	8724		QUINN	2631		RIPPLE
3521	PUEBLO	9039		QUINN	2637		RIPPLE
3525	PUEBLO	6606		RACINE	2640		RIPPLE
3541	PUEBLO	4219		RAMONA	2641		RIPPLE
3543	PUEBLO	4802		RAMONA	2919		RIPPLE
3552	PUEBLO	15		RAMSEY	2935		RIPPLE
3622	PUEBLO	1609		RAMSEY	718		RIVERWOOD
3623	PUEBLO	1931		RAMSEY	2734		ROBERTA
3624	PUEBLO	2019		RAMSEY	2803		ROBERTA
3626	PUEBLO	2431		RAMSEY	2807		ROBERTA
3700	PUEBLO	2614		RAMSEY	2811		ROBERTA
5618	PUEBLO	2615		RAMSEY	2922		ROCHESTER
5622	PUEBLO	2716		RAMSEY	3016		ROCHESTER
5626	PUEBLO	2742		RAMSEY	10726		ROCKINGHAM
5630	PUEBLO	2743		RAMSEY	2227		ROMINE
5633	PUEBLO	2819		RAMSEY	4407		ROSELAND
5634	PUEBLO	3038		RAMSEY	5		ROSEMONT
5637	PUEBLO	3051		RAMSEY	5		ROSEMONT
5638	PUEBLO	3106		RAMSEY	7512		ROSEMONT
5641	PUEBLO	5700		RANCHERO	8003		ROTHINGTON
5642	PUEBLO	2453		RANDOLPH	8005		ROTHINGTON
5645	PUEBLO	2531		RANDOLPH	1401		ROWAN
5646	PUEBLO	2551		RANDOLPH	1520		ROWAN
5649	PUEBLO	4024		RANGER	2100		ROYAL OAKS
5650	PUEBLO	1411		RANIER	2200		ROYAL OAKS
5654	PUEBLO	110	S	RAVINIA	10110		ROYCE
5658	PUEBLO	202	S	RAVINIA	10117		ROYCE
5702	PUEBLO	502		RAYENELL	4334		RUSK
5703	PUEBLO	563		RAYENELL	4411		RUSK
5706	PUEBLO	607		RAYENELL	4414		RUSK
5707	PUEBLO	623		RAYENELL	3724		RUSKIN
5802	PUEBLO	643		RAYENELL	3238		RUTLEDGE
5805	PUEBLO	650		RAYENELL	3300		RUTLEDGE
5806	PUEBLO	766		RAYENELL	3322		RUTLEDGE
5809	PUEBLO	802		RAYENELL	3327		RUTLEDGE
5810	PUEBLO	821		RAYENELL	3441		RUTZ
5813	PUEBLO	2538		RAYMOND	8143		RYLIE
5814	PUEBLO	319		RED WING	10708		RYLIE CREST
5817	PUEBLO	334		RED WING	1020		SABINE
5818	PUEBLO	7012		REDBUD	1031		SABINE
5821	PUEBLO	7202		REDBUD	506		SABINE

7920		SAIPAN	2518		SEEVERS	14000		SKYFROST
2517		SAMOA	2522		SEEVERS	14300		SKYFROST
2519		SAMOA	2624		SEEVERS	14515		SKYFROST
7534		SAN JOSE	2714		SEEVERS	2403		SKYLARK
2812		SANDERSON	2930		SEEVERS	8746		SLAY
1518		SANGER	3054		SEEVERS	8752		SLAY
2703		SANTA CRUZ	4111		SHADRACK	1514		SMOKE TREE
2611		SANTA FE	2512		SHARON	1703		SMOKE TREE
4934		SANTA FE	2758		SHARON	1707		SMOKE TREE
6221		SARAH LEE	1702		SHAW	1711		SMOKE TREE
6227		SARAH LEE	1716		SHAW	1717		SMOKE TREE
2731		SCAMMEL	1846		SHAW	1852		SMOKE TREE
15		SCARSDALE	1910		SHAW	1903		SMOKE TREE
3918		SCHOFIELD	1943		SHAW	1940		SMOKE TREE
3607		SCHUSTER	1968		SHAW	1948		SMOKE TREE
2203		SCOTLAND	1976		SHAW	3760		SOFT WIND
2323		SCOTLAND	7		SHAYNA	4534		SOLAR
2414		SCOTLAND	1222		SHEFFIELD	4535		SOLAR
2775		SCOTLAND	1402		SHEFFIELD	4543		SOLAR
2329		SCOTT	1408		SHEFFIELD	4550		SOLAR
2341		SCOTT	3436		SHELDON	4553		SOLAR
2343		SCOTT	3444		SHELDON	4557		SOLAR
4401		SCYENE	3932		SHELLEY	4600		SOLAR
4403		SCYENE	2113		SHELLHORSE	4603		SOLAR
7225		SCYENE	2130		SHELLHORSE	4002		SOLOMAN
7331		SCYENE	2140		SHELLHORSE	4006		SOLOMAN
7339		SCYENE	2206		SHELLHORSE	4019		SOLOMAN
7800		SCYENE	2212		SHELLHORSE	4102		SOLOMAN
8000		SCYENE	2218		SHELLHORSE	4135		SOLOMAN
10115		SEAGOVILLE	23		SHEPHERD	3934		SONORA
131	N	SEAGOVILLE	1711	E	SHORE	1802		SOUTH
134		SEAGOVILLE	1715	E	SHORE	1804		SOUTH
141	N	SEAGOVILLE	1719	E	SHORE	2516		SOUTH
14100		SEAGOVILLE	1619		SICILY	2524		SOUTH
235		SEAGOVILLE	1702		SICILY	2934		SOUTH
340	S	SEAGOVILLE	3527		SIDNEY	222		SOUTH SHORE
9622		SEAGOVILLE	3601		SIDNEY	625		SOUTHEAST
2845		SEATON	3926		SIDNEY	2319		SOUTHLAND
2924		SEATON	2727		SILKWOOD	2631		SOUTHLAND
2930		SEATON	2802		SILKWOOD	2838		SOUTHLAND
4427		SEAY	2820		SILKWOOD	405		SPARKS
6516		SEBRING	4609		SILVER	418		SPARKS
6546		SEBRING	4655		SILVER	433		SPARKS
8906		SEDGEMOOR	4800		SILVER	441		SPARKS
9310		SEDGEMOOR	4806		SILVER	443		SPARKS
1508		SEEGAR	4820		SILVER	505		SPARKS
1516		SEEVERS	4831		SILVER	622		SPARKS
1615		SEEVERS	9406		SILVER FALLS	624		SPARKS
1723		SEEVERS	4020		SILVERHILL	6530		SPEIGHT
1912		SEEVERS	2411		SIMPSON STUART	3707		SPENCE
1918		SEEVERS	2417		SIMPSON STUART	3905		SPENCE
2118		SEEVERS	2955		SIMPSON STUART	4006		SPENCE
2502		SEEVERS	5711		SINGLETON	6105		SPORTSMANS

6111		SPORTSMANS	3820		STANLEY SMITH	4244		SYLVESTER
6115		SPORTSMANS	3914		STANLEY SMITH	2404		SYLVIA
6121		SPORTSMANS	3919		STANLEY SMITH	2412		SYLVIA
6125		SPORTSMANS	6625		STARKEY	2432		SYLVIA
6131		SPORTSMANS	2315		STARKS	2517		SYLVIA
6135		SPORTSMANS	2336		STARKS	4720		TACOMA
6141		SPORTSMANS	2410		STARKS	2429		TALCO
6145		SPORTSMANS	2412		STARKS	2210		TALLYHO
6151		SPORTSMANS	2415		STARKS	2214		TALLYHO
6155		SPORTSMANS	2424		STARKS	2403		TALLYHO
6165		SPORTSMANS	2425		STARKS	2407		TALLYHO
6171		SPORTSMANS	2510		STARKS	2410		TALLYHO
6181		SPORTSMANS	2511		STARKS	2411		TALLYHO
6211		SPORTSMANS	2707		STARKS	2415		TALLYHO
6221		SPORTSMANS	1315		STELLA	2419		TALLYHO
6231		SPORTSMANS	1406		STELLA	2430		TALLYHO
6241		SPORTSMANS	1451		STELLA	2435		TALLYHO
3804		SPRING	1627		STELLA	10		TAMA
3808		SPRING	4		STILLWELL	503		TAMA
4326		SPRING	5		STILLWELL	524		TAMA
4334		SPRING	1425		STIRLING	2636		TANNER
4335		SPRING	4611		STOKES	812		TARRYALL
2714		SPRINGDALE	4640		STOKES	818		TARRYALL
3021		SPRINGVIEW	4708		STOKES	925		TARRYALL
3026		SPRINGVIEW	4716		STOKES	101	S	TATUM
3027		SPRINGVIEW	4719		STOKES	703	N	TATUM
3103		SPRINGVIEW	4720		STOKES	6907		TAYLOE
3211		SPRINGVIEW	4723		STOKES	8773		TEAGARDEN
3327		SPRINGVIEW	4729		STOKES	6214		TEAGUE
3337		SPRINGVIEW	4735		STOKES	6309		TEAGUE
3347		SPRINGVIEW	4743		STOKES	6311		TEAGUE
3350		SPRINGVIEW	4748		STOKES	6317		TEAGUE
3360		SPRINGVIEW	4751		STOKES	6418		TEAGUE
3361		SPRINGVIEW	4752		STOKES	6419		TEAGUE
3367		SPRINGVIEW	4803		STOKES	6510		TEAGUE
2865		SPRUCE VALLEY	4804		STOKES	6530		TEAGUE
1101	S	ST AUGUSTINE	8123		STONEHURST	3906		TELEPHONE
1337	S	ST AUGUSTINE	1741		STONEMAN	1302		TEMPEST
1619	N	ST AUGUSTINE	2450		STOVALL	1306		TEMPEST
1925	S	ST AUGUSTINE	1038		STRICKLAND	1454		TEMPEST
2237	S	ST AUGUSTINE	1404		STRICKLAND	2940		TERMINAL
2945		ST AUGUSTINE	4500		STROBEL	239		TERRACE
348	S	ST AUGUSTINE	4907		STROBEL	3431		TERRELL
2411		ST CLAIR	4919		STROBEL	3535		TERRELL
2415		ST CLAIR	4		STRONG	5232		TERRY
2416		ST CLAIR	2416		SUE	2049		THEDFORD
2425		ST CLAIR	8116		SUETELLE	909		THELMA
2434		ST CLAIR	1861		SUMMIT	2431		THROCKMORTON
2437		ST CLAIR	3814		SUNNYVALE	1116	N	TILLERY
2439		ST CLAIR	237		SUNSET	1120	N	TILLERY
2521		ST CLAIR	2807		SUTTON	218	S	TILLERY
407	S	ST MARY	2819		SUTTON	802	N	TILLERY
3814		STANLEY SMITH	3354		SYLVAN	3502		TIOGA

3312	TOKAY	3400		TRINITY GATE	4	VERDE
3316	TOKAY	7912		TROJAN	4	VERDE
3317	TOKAY	7928		TROJAN	4610	VERDUN
3320	TOKAY	7931		TROJAN	1126	VERMONT
3321	TOKAY	7936		TROJAN	5029	VETERANS
3324	TOKAY	7955		TROJAN	5143	VETERANS
3325	TOKAY	7959		TROJAN	4213	VICTOR
3328	TOKAY	7960		TROJAN	13000	VIDA
3329	TOKAY	2813		TROY	9999	VIDA
3332	TOKAY	2819		TROY	2	VILBIG
3333	TOKAY	4042		TUMALO	2726	VILBIG
3336	TOKAY	21		TURFWAY	3110	VILBIG
3337	TOKAY	3107		TUSKEGEE	3118	VILBIG
3341	TOKAY	3112		TUSKEGEE	3205	VILBIG
3342	TOKAY	3114		TUSKEGEE	3401	VILBIG
3345	TOKAY	3208		TUSKEGEE	3502	VILBIG
3346	TOKAY	3217		TUSKEGEE	3510	VILBIG
3349	TOKAY	3224		TUSKEGEE	3721	VINEYARD
3352	TOKAY	3226		TUSKEGEE	3806	VINEYARD
12	TOLUCA	3228		TUSKEGEE	3826	VINEYARD
1710	TOLUCA	1110	S	TYLER	3831	VINEYARD
1720	TOLUCA	2526	S	TYLER	3906	VINEYARD
1718	TORONTO	9		UNKNOWN	3922	VINEYARD
1835	TORONTO	3107		URBAN	4006	VINEYARD
1836	TORONTO	3115		URBAN	4011	VINEYARD
1848	TORONTO	2814		VALENTINE	2015	VOLGA
3402	TORONTO	3015		VALENTINE	2130	VOLGA
3403	TORONTO	1301		VALLEY	1335	WACO
3407	TORONTO	1303		VALLEY	1415	WACO
3423	TORONTO	1306		VALLEY	1438	WACO
3519	TORONTO	1307		VALLEY	1522	WACO
3548	TORONTO	1314		VALLEY	1611	WACO
3561	TORONTO	1316		VALLEY	1614	WACO
3618	TORONTO	1335		VALLEY	8822	WADLINGTON
3619	TORONTO	40		VALLEY MILLS	5006	WADSWORTH
3624	TORONTO	42		VALLEY MILLS	4503	WAHOO
3628	TORONTO	45		VALLEY MILLS	4515	WAHOO
3632	TORONTO	47		VALLEY MILLS	4519	WAHOO
3725	TORONTO	9652		VALLEY MILLS	4523	WAHOO
5803	TORONTO	820	N	VAN BUREN	4535	WAHOO
6030	TRACY	5611		VAN WINKLE	3808	WALDRON
6214	TRACY	3716		VANDERVOORT	3918	WALDRON
6314	TRACY	3720		VANDERVOORT	4039	WALKER
6316	TRACY	3806		VANDERVOORT	1012	WALKWAY
6342	TRACY	3810		VANDERVOORT	907	WALKWAY
9711	TRAVIS	3914		VANDERVOORT	1621	WALMSLEY
9715	TRAVIS	3917		VANDERVOORT	1715	WARREN
9719	TRAVIS	3923		VANDERVOORT	2614	WARREN
9723	TRAVIS	3129		VANNERSON	2617	WARREN
9727	TRAVIS	3141		VANNERSON	2625	WARREN
9731	TRAVIS	7342		VECINO	2631	WARREN
4709	TREMONT	114		VENTURA	2701	WARREN
3300	TRINITY GATE	2		VERDE	3021	WARREN

1627		WARSAW	1507		WHITAKER	6131		WIN ONLY
1337		WASCO	8916		WHITEHALL	6131		WIN ONLY
1345		WASCO	9216		WHITEHALL	6135		WIN ONLY
1346		WASCO	9222		WHITEHALL	6140		WIN ONLY
1349		WASCO	9428		WHITEHALL	6141		WIN ONLY
1365		WASCO	2837		WHITEWOOD	6146		WIN ONLY
1438		WASCO	1110		WHITLEY	6150		WIN ONLY
5043		WATSON	1000		WILD BRICK	6156		WIN ONLY
5102		WATSON	3806		WILDER	6160		WIN ONLY
5127		WATSON	2235		WILHURT	6161		WIN ONLY
5131		WATSON	2243		WILHURT	6164		WIN ONLY
5139		WATSON	2246		WILHURT	6165		WIN ONLY
1009	S	WAVERLY	2251		WILHURT	6170		WIN ONLY
1703	S	WAVERLY	2314		WILHURT	6171		WIN ONLY
235	N	WAVERLY	2318		WILHURT	1	N	WINNETKA
902	S	WAVERLY	2410		WILHURT	1614	N	WINNETKA
373		WEAVER	2414		WILHURT	1618	N	WINNETKA
3122		WEISENBERGER	2418		WILHURT	2411	N	WINNETKA
3519		WEISENBERGER	2535		WILHURT	2509	N	WINNETKA
3916		WEISENBERGER	2603		WILHURT	904		WINSTON
2517		WELLS	2606		WILHURT	4835		WISTERIA
2519		WELLS	2607		WILHURT	820		WIXOM
2521		WELLS	2619		WILHURT	830		WIXOM
2531		WELLS	2631		WILHURT	905		WOODACRE
2533		WELLS	2921		WILHURT	508		WOODBINE
3217		WENDELKIN	2926		WILHURT	530		WOODBINE
3401		WENDELKIN	3400		WILHURT	555		WOODBINE
3417		WENDELKIN	3529		WILHURT	559		WOODBINE
3514		WENDELKIN	9025		WILLOUGHBY	709		WOODBINE
3624		WENDELKIN	9031		WILLOUGHBY	1125	E	WOODIN
3636		WENDELKIN	5522		WILSON	1227	E	WOODIN
3722		WENDELKIN	5526		WILSON	1229	E	WOODIN
3741		WENDELKIN	5530		WILSON	1531	E	WOODIN
8103		WES HODGES	5534		WILSON	1615	E	WOODIN
8107		WES HODGES	5703		WILSON	1619	E	WOODIN
8111		WES HODGES	5707		WILSON	1623	E	WOODIN
8119		WES HODGES	5711		WILSON	1627	E	WOODIN
8120		WES HODGES	5805		WILSON	603	E	WOODIN
8123		WES HODGES	5809		WILSON	907	E	WOODIN
8124		WES HODGES	5813		WILSON	915	E	WOODIN
8127		WES HODGES	5903		WILSON	9999		WOODLEAF
8128		WES HODGES	5907		WILSON	5316		WOODSBORO
8131		WES HODGES	5919		WILSON	1931		WOODY
8132		WES HODGES	6105		WIN ONLY	500		WORTH
24		WESTERHAM	6106		WIN ONLY	9011		WORTH
25		WESTERHAM	6110		WIN ONLY	5115		WYNELL
33		WESTERHAM	6111		WIN ONLY	5117		WYNELL
34		WESTERHAM	6115		WIN ONLY	5119		WYNELL
35		WESTERHAM	6116		WIN ONLY	4511		YANCY
36		WESTERHAM	6121		WIN ONLY	4531		YANCY
4105	N	WESTMORELAND	6122		WIN ONLY	4536		YANCY
1294		WHISPERING	6125		WIN ONLY	4544		YANCY
1		WHISPERING OAKS	6130		WIN ONLY	4548		YANCY

4709	YANCY	8324		YUKON	4705	ZEALAND
4739	YANCY	8325		YUKON	4737	ZEALAND
4749	YANCY	8328		YUKON	4741	ZEALAND
4754	YANCY	8332		YUKON	4742	ZEALAND
4758	YANCY	8338		YUKON	4745	ZEALAND
4766	YANCY	8339		YUKON	4807	ZEALAND
4808	YANCY	8343		YUKON	4812	ZEALAND
3510	YORK	8344		YUKON	4816	ZEALAND
434	YOUNGSTOWN	8350		YUKON	4820	ZEALAND
525	YOUNGSTOWN	8357		YUKON	4824	ZEALAND
8316	YUKON	8360		YUKON	4828	ZEALAND
8320	YUKON	708	N	ZANG	3331	ZELMA

ATTACHMENT D

1,087 POTENTIAL LAND BANK LOTS SUBMITTED
FY 2003-04 – FY 2006-07

329 E 10TH
405 E 10TH
627 W 10TH
4210 1ST AVE
4215 1ST AVE
4226 1ST AVE
2627 52ND
521 E 8TH
424 W 9TH
701 W 9TH
731 W 9TH
3907 AGNES
4002 AGNES
403 ALBRIGHT
405 ALBRIGHT
410 ALBRIGHT
415 ALBRIGHT
2245 ANDERSON
2402 ANDERSON
2663 ANDERSON
2715 ANDERSON
1832 ANGELINA
1834 ANGELINA
1838 ANGELINA
1855 ANGELINA
1922 ANGELINA
1941 ANGELINA
1962 ANGELINA
1966 ANGELINA
1967 ANGELINA
1974 ANGELINA
2005 ANGELINA
2027 ANGELINA
2028 ANGELINA
2032 ANGELINA
2059 ANGELINA
2119 AREBA
4510 ASH
5407 ASH
3604 ATLANTA
3619 ATLANTA
5301 AUDREY
229 AVE A
315 AVE A
323 AVE A
331 AVE A
426 AVE A
427 AVE A
430 AVE A
431 AVE A
441 AVE A
1703 AVE B
1721 AVE B
1727 AVE B
1731 AVE B
1742 AVE B
1806 AVE B
324 AVE E
355 AVE E
414 AVE E
426 AVE E
435 AVE E
444 AVE E
323 AVE G
418 AVE H
523 AVE H
402 AVE J
403 AVE J
316 AVE L
323 AVE L
506 AVE L
510 AVE L
518 AVE L
4422 BALDWIN
4518 BALDWIN
4707 BALDWIN
4715 BALDWIN
4723 BALDWIN
4735 BALDWIN
4806 BALDWIN
4823 BALDWIN
4863 BALDWIN
4869 BALDWIN
1118 BALLARD
1401 BANK
1407 BARRY
1437 BARRY
1449 BARRY
1501 BARRY
805 BAYONNE
811 BAYONNE
818 BAYONNE
916 BAYONNE
1610 BAYSIDE
1619 BAYSIDE
1623 BAYSIDE
1702 BAYSIDE
1711 BAYSIDE
1715 BAYSIDE
1834 BAYSIDE
1909 BAYSIDE
1911 BAYSIDE
1918 BAYSIDE
724 N BECKLEY
728 N BECKLEY
5238 BEEMAN
4302 BERTRAND
4306 BERTRAND
4318 BERTRAND
4322 BERTRAND
3508 BERTRAND
3520 BERTRAND
3614 BERTRAND
3723 BERTRAND
2208 BETHURUM
2218 BETHURUM
2313 BETHURUM
2336 BETHURUM
903 BETTERTON
6526 BEXAR
6702 BEXAR
1526 BICKERS
1531 BICKERS
1606 BICKERS
1615 BICKERS
1623 BICKERS
1626 BICKERS
1822 BICKERS
1831 BICKERS
1906 BICKERS
1910 BICKERS
1918 BICKERS
1956 BICKERS
3836 BLACK OAK
406 BOBBIE
412 BOBBIE
345 BONNIE VIEW
349 BONNIE VIEW
405 BONNIE VIEW
406 BONNIE VIEW
426 BONNIE VIEW
431 BONNIE VIEW
438 BONNIE VIEW
443 BONNIE VIEW
1011 BONNIE VIEW
1235 BONNIE VIEW
3607 BORGER
3623 BORGER
3627 BORGER
5011 BOURQUIN
5104 BOURQUIN
5424 BOURQUIN
4711 BOWLING
3320 BRANTLEY
2702 BRIGHAM
2708 BRIGHAM

2806	BRIGHAM
2807	BRIGHAM
2838	BRIGHAM
2906	BRIGHAM
2918	BRIGHAM
2924	BRIGHAM
2416	BRITTON
2522	BRITTON
2526	BRITTON
2715	BRITTON
2814	BRITTON
2903	BRITTON
3106	BRITTON
2313	BUDD
2711	BURGER
1217	CALDWELL
1231	CALDWELL
1403	CALDWELL
1419	CALDWELL
1536	CALDWELL
1614	CALDWELL
2020	CALYPSO
2022	CALYPSO
2054	CALYPSO
2611	CAMEL
2614	CAMEL
1795	CANAAN
6218	CANAAN
9000	CANAAN
1615	CANADA
1622	CANADA
1923	CANADA
4215	CANAL
4235	CANAL
4319	CANAL
4322	CANAL
4328	CANAL
4338	CANAL
2018	CANYON
3204	CARL
3208	CARL
3605	CARL
3607	CARL
3814	CARL
4211	CARL
4215	CARL
4218	CARL
4230	CARL
4245	CARL
4007	CARPENTER
4229	CARPENTER
4233	CARPENTER
2719	CARPENTER
2731	CARPENTER
2819	CARPENTER
3205	CARPENTER
3303	CARPENTER
3531	CARPENTER
1446	CARSON
1506	CARSON
2818	CARTER
2818	CASEY
3510	CAUTHORN
3718	CAUTHORN
1321	CEDAR HAVEN
2707	CHARBA
2711	CHARBA
3610	CHICAGO
2724	CHOICE
939	CHURCH
2704	CLARENCE
919	CLAUDE
1201	CLAUDE
1217	CLAUDE
1314	CLAUDE
1339	CLAUDE
1422	CLAUDE
412	CLEAVES
439	CLEAVES
3216	CLEVELAND
3224	CLEVELAND
3605	CLEVELAND
1212	COLEMAN
4708	COLLINS
2807	COLONIAL
2815	COLONIAL
3815	COLONIAL
4102	COLONIAL
4109	COLONIAL
4114	COLONIAL
4224	COLONIAL
4318	COLONIAL
4410	COLONIAL
4422	COLONIAL
1118	COMPTON
1228	COMPTON
1231	COMPTON
1232	COMPTON
1522	COMPTON
1530	COMPTON
2411	CONKLIN
2614	CONKLIN
3907	COOLIDGE
3918	COOLIDGE
3943	COOLIDGE
4006	COOLIDGE
2214	COOPER
3819	COPELAND
3910	COPELAND
3918	COPELAND
4114	COPELAND
4227	COPELAND
4302	COPELAND
615	CORINTH
618	CORINTH
3329	CORONET
4817	CORRIGAN
2710	COUNCIL
2723	COUNCIL
2729	COUNCIL
2731	COUNCIL
2319	CREST
518	CRETE
535	CRETE
3404	CROSSMAN
2603	CROSSMAN
2615	CROSSMAN
4922	CROZIER
4930	CROZIER
4934	CROZIER
216	CUMBERLAND
3634	DARIEN
2238	DATHE
2326	DATHE
2810	DATHE
3804	DE MAGGIO
3808	DE MAGGIO
425	N DENLEY
427	N DENLEY
603	N DENLEY
607	N DENLEY
610	N DENLEY
614	N DENLEY
628	N DENLEY
1408	DENLEY
1412	DENLEY
1414	DENLEY
1527	DENLEY
2404	S DENLEY
2629	S DENLEY
2930	S DENLEY
3011	S DENLEY
3930	S DENLEY
4030	S DENLEY
4101	S DENLEY
4215	S DENLEY
4403	S DENLEY
4515	S DENLEY
4631	S DENLEY

1703	DENNISON
1729	DENNISON
1813	DENNISON
1822	DENNISON
1823	DENNISON
1954	DENNISON
1962	DENNISON
2014	DENNISON
2023	DENNISON
2029	DENNISON
3310	DETONTE
4815	DOLPHIN
4819	DOLPHIN
2623	DONALD
2627	DONALD
2714	DORRIS
2813	DORRIS
2825	DORRIS
2909	DORRIS
2909	DORRIS
2914	DORRIS
2918	DORRIS
2922	DORRIS
3017	DORRIS
3023	DORRIS
3028	DORRIS
3029	DORRIS
1406	DOYLE
1409	DOYLE
1419	DOYLE
1502	DOYLE
1503	DOYLE
1506	DOYLE
1507	DOYLE
1515	DOYLE
1521	DOYLE
1525	DOYLE
319	DU BOIS
1110	DULUTH
1910	DULUTH
1912	DULUTH
1915	DULUTH
3634	DUNBAR
3738	DUNBAR
2218	DYSON
2311	DYSON
2437	EASLEY
2441	EASLEY
4930	ECHO
5015	ECHO
5107	ECHO
5118	ECHO
1400	EDGEMONT
1627	EDGEMONT
3218	EL BENITO
3218	EL BENITO
3227	EL BENITO
4311	ELECTRA
4503	ELECTRA
1323	EMILY
2226	EUGENE
2228	EUGENE
2235	EUGENE
906	EWING
609	N EWING
2534	EXLINE
2603	EXLINE
2607	EXLINE
2622	EXLINE
2722	EXLINE
2725	EXLINE
2726	EXLINE
2731	EXLINE
1339	FAIRVIEW
1510	FAIRVIEW
2810	FARRAGUT
2315	FATIMA
2403	FATIMA
424	FAULK
508	FAULK
532	FAULK
540	FAULK
544	FAULK
545	FAULK
1407	FAYETTE
1415	FAYETTE
728	FERNWOOD
1311	S FITZHUGH
1331	S FITZHUGH
1527	FLEETWOOD
1634	FLEETWOOD
1336	FLETCHER
1322	FOLEY
1223	FORESTER
3714	FRANK
4117	FRANK
4303	FRANK
4314	FRANK
4326	FRANK
4343	FRANK
4415	FRANK
4418	FRANK
4431	FRANK
4435	FRANK
4726	FRANK
2719	FRAZIER
2915	FRAZIER
1723	GALLAGHER
1823	GALLAGHER
1835	GALLAGHER
1843	GALLAGHER
1908	GALLAGHER
1911	GALLAGHER
1913	GALLAGHER
1961	GALLAGHER
1967	GALLAGHER
1107	GALLOWAY
2223	GARDEN
2238	GARDEN
2246	GARDEN
2407	GARDEN
2424	GARDEN
5409	GARLAND
4602	GARRISON
1719	GARZA
1723	GARZA
1739	GARZA
1751	GARZA
1815	GARZA
2911	GAY
1410	GEORGIA
2711	GERTRUDE
2515	GHENT
2519	GHENT
2542	GHENT
2622	GHENT
1327	GLIDDEN
3206	GOLDSPIER
3211	GOLDSPIER
2825	GOOCH
2700	GOULD
2716	GOULD
2724	GOULD
2727	GOULD
2733	GOULD
608	GRAHAM
702	GRAHAM
710	GRAHAM
1215	GRANT
1309	GRANT
1313	GRANT
1326	GRANT
1345	GRANT
3224	GUNTER
4538	GURLEY
3702	HAMILTON
3726	HAMILTON
3912	HAMILTON
4105	HAMILTON

4314	HAMILTON
4343	HAMILTON
4410	HAMILTON
3123	HAMMERLY
3408	HAMMERLY
4013	HAMMERLY
4017	HAMMERLY
4123	HAMMERLY
4143	HAMMERLY
3601	HANCOCK
3811	HANCOCK
3926	HANCOCK
2340	HARDING
2344	HARDING
2414	HARDING
1423	HARLANDALE
3714	HARLINGEN
3803	HARLINGEN
3130	HARMON
2122	HARRELL
445	HART
449	HART
455	HART
3311	S HASKELL
2701	HASTINGS
2718	HASTINGS
3515	HATCHER
2703	HECTOR
2715	HECTOR
1331	HENDRICKS
1352	HENDRICKS
1405	HENDRICKS
602	HIGH
3016	HOLMES
2703	HOLMES
2716	HOLMES
2828	HOLMES
2902	HOLMES
3221	HOLMES
3412	HOLMES
3522	HOLMES
3526	HOLMES
1510	HOMELAND
1527	HOMELAND
1631	HOMELAND
1716	HOMELAND
1811	HOMELAND
1815	HOMELAND
1831	HOMELAND
1835	HOMELAND
1850	HOMELAND
1854	HOMELAND
1918	HOMELAND
1927	HOMELAND
2230	HOOPER
2246	HOOPER
2403	HOOPER
2431	HOOPER
2434	HOOPER
2510	HOOPER
2514	HOOPER
2530	HOOPER
2531	HOOPER
2532	HOOPER
2535	HOOPER
2555	HOOPER
2563	HOOPER
2622	HOOPER
2003	HUDSPETH
1606	HUDSPETH
1607	HUDSPETH
1642	HUDSPETH
1930	HUNTINGDON
2002	HUNTINGDON
2006	HUNTINGDON
832	HUTCHINS
836	HUTCHINS
910	HUTCHINS
1230	HUTCHINS
4527	IMPERIAL
4622	IMPERIAL
4630	IMPERIAL
4003	IVANHOE
4014	IVANHOE
4018	IVANHOE
4026	IVANHOE
3711	JAMAICA
3715	JAMAICA
3807	JAMAICA
4114	JAMAICA
4343	JAMAICA
4352	JAMAICA
4427	JAMAICA
4431	JAMAICA
4526	JAMAICA
1323	E JEFFERSON
2401	JEFFRIES
2405	JEFFRIES
2505	JEFFRIES
2518	JEFFRIES
3406	JEFFRIES
4614	JONES
4731	JONES
2215	JORDAN
2225	JORDAN
2716	KEELER
2728	KEELER
2732	KEELER
6019	KEMROCK
6435	KEMROCK
3623	KENILWORTH
3706	KENILWORTH
3723	KENILWORTH
3916	KENILWORTH
3432	KEYRIDGE
3504	KEYRIDGE
3508	KEYRIDGE
3515	KEYRIDGE
3516	KEYRIDGE
2606	KILBURN
2607	KILBURN
2623	KILBURN
2639	KILBURN
2836	KILBURN
1632	KINMORE
1826	KRAFT
1834	KRAFT
1842	KRAFT
1933	KRAFT
1938	KRAFT
3819	KYNARD
3432	LADD
2403	LAGOW
2628	LAGOW
421	LAKE CLIFF
826	LAMBERT
421	N LANCASTER
601	N LANCASTER
618	N LANCASTER
3513	LATIMER
3922	LATIMER
2227	LAWRENCE
2318	LAWRENCE
2446	LAWRENCE
2454	LAWRENCE
2503	LAWRENCE
2530	LAWRENCE
2700	LAWRENCE
2822	LE CLERC
1846	LEATH
1847	LEATH
2003	LEATH
2006	LEATH
2034	LEATH
2046	LEATH
2050	LEATH
4911	LELAND
4918	LELAND
4502	LELAND

4506	LELAND
1610	LIFE
1923	LIFE
1935	LIFE
1941	LIFE
1949	LIFE
1967	LIFE
5006	LINDER
4718	LINDSLEY
1203	E LOUISIANA
1226	E LOUISIANA
1415	E LOUISIANA
1426	E LOUISIANA
2334	LOWERY
2509	LOWERY
2510	LOWERY
1325	LYNN HAVEN
1410	LYNN HAVEN
2225	MACON
2254	MACON
2310	MACON
2337	MACON
2338	MACON
2451	MACON
2455	MACON
2459	MACON
2518	MACON
2641	MACON
2702	MACON
2731	MACON
2732	MACON
2807	MACON
2810	MACON
2826	MACON
5007	MALCOLM X
5023	MALCOLM X
2319	MARBURG
2524	MARBURG
2539	MARBURG
2706	MARBURG
2735	MARBURG
3010	MARBURG
2618	MARDER
1610	MARFA
1642	MARFA
2981	MARJORIE
5006	MARNE
5021	MARNE
5027	MARNE
5034	MARNE
5102	MARNE
3919	MARSHALL
4302	MARSHALL
4334	MARSHALL
4335	MARSHALL
4338	MARSHALL
1715	MCBROOM
1835	MCBROOM
1838	MCBROOM
1930	MCBROOM
1948	MCBROOM
1956	MCBROOM
2015	MCBROOM
2016	MCBROOM
2017	MCBROOM
2022	MCBROOM
2027	MCBROOM
3431	MCBROOM
3630	MCBROOM
3723	MCBROOM
1210	MCKENZIE
1304	MCKENZIE
1410	MCKENZIE
1414	MCKENZIE
3604	MEADOW
3622	MEADOW
3624	MEADOW
4921	MEADOW VIEW
2518	MERLIN
2418	MERLIN
2514	MERLIN
3615	METROPOLITAN
3715	METROPOLITAN
3803	METROPOLITAN
3905	METROPOLITAN
4000	METROPOLITAN
4011	METROPOLITAN
4106	METROPOLITAN
4415	METROPOLITAN
4422	METROPOLITAN
4427	METROPOLITAN
4515	METROPOLITAN
4523	METROPOLITAN
4618	METROPOLITAN
2240	METROPOLITAN
3142	METROPOLITAN
2422	MEYERS
2509	MEYERS
2522	MEYERS
2602	MEYERS
3523	MEYERS
1403	MONTAGUE
2017	N MONTCLAIR
4018	MONTIE
4022	MONTIE
523	MOORE
603	MOORE
612	MOORE
613	MOORE
614	MOORE
734	MOORE
743	MOORE
1722	MORRELL
1726	MORRELL
1735	MORRELL
1710	MORRIS
1714	MORRIS
1838	MORRIS
1847	MORRIS
1920	MORRIS
2026	MORRIS
3420	MORRIS
3606	MORRIS
3610	MORRIS
4731	MORRIS
4853	MORRIS
1809	MUNCIE
1922	MUNCIE
1923	MUNCIE
6205	MUNICIPAL
6207	MUNICIPAL
6318	MYRTLE
4316	MYRTLE
3226	NAVARO
3234	NAVARO
3406	NAVARO
531	NOMAS
1418	NOMAS
1710	NOMAS
1714	NOMAS
1730	NOMAS
1816	NOMAS
1970	NOMAS
2010	NOMAS
2014	NOMAS
2021	NOMAS
3431	NOMAS
3528	NOMAS
3715	NOMAS
3021	OBENCHAIN
3713	ODESSA
3719	ODESSA
4103	ODESSA
4142	ODESSA
1539	E OHIO
1547	E OHIO
3714	OPAL
3810	OPAL
3816	OPAL

3822	OPAL
3831	OPAL
4117	OPAL
4207	OPAL
4243	OPAL
4507	N OTTAWA
1414	PADGITT
1534	PADGITT
3612	PALACIOS
3719	PALACIOS
4003	PALACIOS
2652	PALL MALL
4831	PARRY
4907	PARRY
4910	PARRY
2611	PARSONS
2712	PARSONS
2715	PARSONS
2723	PARSONS
9999	PARSONS
2708	PARSONS
3333	PARVIA
1313	PEABODY
1319	PEABODY
1325	PEABODY
1404	PEABODY
400	PECAN
410	PECAN
411	PECAN
413	PECAN
3602	PENELOPE
3627	PENELOPE
3631	PENELOPE
3718	PENELOPE
3819	PENELOPE
4337	PENELOPE
1317	PENNSYLVANIA
1325	PENNSYLVANIA
4515	PHILIP
4523	PHILIP
4530	PHILIP
4531	PHILIP
4603	PHILIP
4717	PHILIP
4911	PHILIP
5119	PHILIP
3635	PINE
3642	PINE
3802	PINE
3817	PINE
3902	PINE
3906	PINE
4002	PINE
4010	PINE
2233	PINE
2522	PINE
3335	PINE
5918	PLUM DALE
3915	POLLY
3919	POLLY
3927	POLLY
3425	PONDROM
1717	POPLAR
1403	PUEBLO
1403	PUEBLO
1414	PUEBLO
1414	PUEBLO
1515	PUEBLO
1720	PUEBLO
1726	PUEBLO
1815	PUEBLO
1818	PUEBLO
1822	PUEBLO
1947	PUEBLO
1973	PUEBLO
2024	PUEBLO
4727	PUEBLO
3112	PUGET
3535	PUGET
4011	PUGET
4016	RANGER
2835	REED
2923	REED
3014	REED
3018	REED
3022	REED
3215	REED
3220	REED
3231	REED
3327	REED
3600	REESE
3706	REESE
1403	RENNER
1505	RENNER
2906	REYNOLDS
3006	REYNOLDS
1221	RING
3501	ROBERTS
3516	ROBERTS
3927	ROBERTS
4003	ROBERTS
4006	ROBERTS
4010	ROBERTS
4014	ROBERTS
2803	ROCHESTER
2815	ROCHESTER
2827	ROCHESTER
2910	ROCHESTER
2915	ROCHESTER
2918	ROCHESTER
2930	ROCHESTER
3000	ROCHESTER
3002	ROCHESTER
3006	ROCHESTER
3014	ROCHESTER
612	ROCKWOOD
713	ROCKWOOD
2715	ROGERS
2719	ROGERS
2731	ROGERS
5120	ROSINE
5132	ROSINE
1423	ROWAN
1448	ROWAN
1530	ROWAN
3702	RUSKIN
3315	RUTLEDGE
3323	RUTLEDGE
3122	RUTZ
3524	RUTZ
5424	SANTA FE
4807	SAPPHIRE
2211	SCOTLAND
2410	SCOTLAND
1331	SELKIRK
1707	SHAW
1811	SHAW
1818	SHAW
1826	SHAW
1917	SHAW
1927	SHAW
1940	SHAW
1942	SHAW
1976	SHAW
2013	SHAW
2020	SHAW
1623	SICILY
1627	SICILY
1631	SICILY
3517	SIDNEY
3521	SIDNEY
3529	SIDNEY
3533	SIDNEY
3603	SIDNEY
3621	SIDNEY
3622	SIDNEY
1002	SIGNET
1006	SIGNET
2727	SILKWOOD

2802 SILKWOOD
2814 SILKWOOD
2819 SILKWOOD
2906 SILKWOOD
2922 SILKWOOD
4600 SILVER
4701 SILVER
4812 SILVER
4835 SILVER
4838 SILVER
4013 SONNY CIRCLE
3835 SONORA
3843 SONORA
3935 SONORA
1526 SOUTHERLAND
2646 SOUTHLAND
2714 SOUTHLAND
2826 SOUTHLAND
615 SPARKS
617 SPARKS
3809 SPENCE
3835 SPENCE
4304 SPRING
3905 SPRING
3303 SPRING AVE
3304 SPRING AVE
3331 SPRING AVE
4603 SPRING GARDEN
2421 ST CLAIR
2344 STARKS
2404 STARKS
2430 STARKS
2441 STARKS
2543 STARKS
2555 STARKS
2559 STARKS
2563 STARKS
2627 STARKS
2702 STARKS
1439 STELLA
1627 STELLA
2522 STEPHENSON
2529 STEPHENSON
2544 STEPHENSON
2714 STEPHENSON
1444 STIRLING
1728 STONEMAN
1035 STRICKLAND
1223 STRICKLAND
1418 STRICKLAND
2427 SUE
2703 SWANSON
2728 SWANSON
2643 TANNER
5102 TERRY
5420 TERRY
3230 TOPEKA
3234 TOPEKA
1733 TORONTO
1737 TORONTO
1741 TORONTO
1804 TORONTO
1818 TORONTO
1839 TORONTO
1950 TORONTO
2009 TORONTO
2014 TORONTO
2026 TORONTO
3332 TORONTO
3402 TORONTO
3411 TORONTO
3415 TORONTO
3711 TORONTO
3719 TORONTO
3725 TORONTO
4011 TRUNK
4015 TUMALO
3131 TUSKEGEE
2611 VALENTINE
2619 VALENTINE
2625 VALENTINE
2722 VALENTINE
2727 VALENTINE
2810 VALENTINE
2813 VALENTINE
2814 VALENTINE
2822 VALENTINE
2825 VALENTINE
2907 VALENTINE
2914 VALENTINE
3027 VALENTINE
3035 VALENTINE
3041 VALENTINE
4635 VERDUN
1226 VERMONT
1230 VERMONT
3203 VILBIG
3220 VILBIG
3514 VILBIG
3540 VILBIG
3614 VILBIG
3714 VILBIG
3722 VILBIG
1730 VILBIG
1438 WACO
1706 WACO
1727 WACO
3809 WALDRON
3004 WARREN
3322 WEISENBERGER
3813 WEISENBERGER
4016 WEISENBERGER
4026 WEISENBERGER
1503 WHITAKER
1538 WHITAKER
2326 WILHURT
2635 WILHURT
3611 N WINNETKA
511 WOODBINE
515 WOODBINE
520 WOODBINE
635 WOODBINE
1226 E WOODIN
1239 E WOODIN
1554 E WOODIN
3510 YORK
3518 YORK
3531 YORK
3615 YORK
3618 YORK
3622 YORK
3624 YORK
3719 YORK
3807 YORK

AGENDA ITEMS # 47,48

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 4

DEPARTMENT: Housing

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 65D

SUBJECT

Private Sale of Unimproved Property

* A public hearing to receive comments on the proposed private sale by quitclaim deed of the unimproved property located at 2619 Custer acquired by the taxing authorities from the Sheriff's Sale to Dallas Neighborhood Alliance for Habitat, Inc., a qualified non-profit organization (list attached) - Financing: No cost consideration to the City
* Authorize the private sale, as provided for by Section 34.015 of the Texas Property Tax Code, by quitclaim deed of the unimproved property located at 2619 Custer acquired by the taxing authorities from the Sheriff's Sale to Dallas Neighborhood Alliance for Habitat, Inc., a qualified non-profit organization and execution of a release of non-tax liens included in the foreclosure judgment and post-judgment non-tax liens, if any (list attached) - Revenue: $1,000

BACKGROUND

This item authorizes the private sale, as provided for by Section 34.015 of the Texas Property Tax Code, by quitclaim deed of the unimproved property located at 2619 Custer. This property was foreclosed by the Sheriff's Department for unpaid taxes pursuant to judgments or seizure warrants from a District Court. This property is being sold to a qualified non-profit organization that provides affordable housing. Dallas Neighborhood Alliance for Habitat, Inc. will construct a 1,172 to 1,352 square foot single-family home for purchase by a low to moderate income homebuyer at the proposed sales price from $73,500 to $90,500. The anticipated commencement date of construction is December 2009.

BACKGROUND (continued)

The 1997 Texas State Legislature amended Chapter 34 of the Texas Property Tax Code to provide for an alternative manner of sale of tax foreclosed and seized properties to qualified non-profit organizations. In 1998, City Council amended the City Code by adding provisions to Section 2-26 that provided for implementation of this program.

A sign indicating the time and place of the public hearing and private sale was placed on the property three weeks prior to the public hearing. Notification of the public hearing and private sale was mailed to property owners within 200 feet of the property two weeks prior to the public hearing. A notice of the public hearing and private sale was published in the Dallas Morning News ten days prior to the public hearing.

The quitclaim to this property will include deed restrictions which prohibit the placement of industrialized housing on the property.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On September 12, 2007,the City Council authorized a public hearing and proposed sale of a property by Resolution No. 07-2751.

FISCAL INFORMATION

Revenue: $1,000

OWNER

Dallas Neighborhood Alliance for Habitat, Inc.

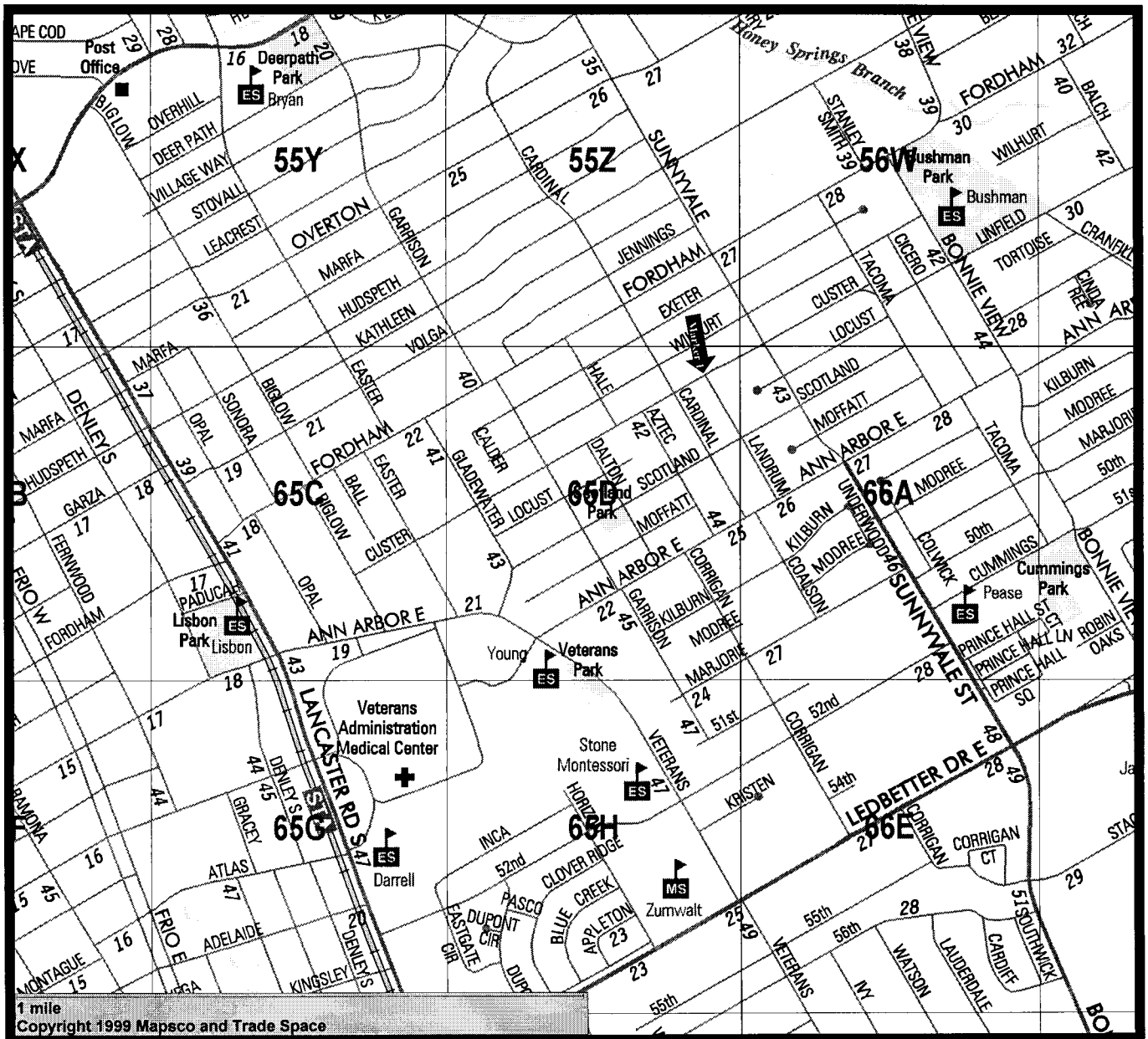
Richard D. Kelly, President

MAP

Attached

Tax Foreclosure and Seizure Property Resale

Parcel No.	Address	Non-Profit Organization	Mapsco	DCAD Amount	Sale Amount	Vac/ Imp	Zoning	Council District
1.	2619 Custer	Dallas Neighborhood Alliance for Habitat, Inc.	65D	$6,900	$1,000	V	R-7.5(A)	4



1 : 2619 Custer

WHEREAS, the City of Dallas, for itself and as trustee, on behalf of the taxing units named as a party to a judgment or in an application for a seizure warrant for delinquent taxes ("Taxing Units"), received tax title to a certain property by Sheriff's Deed, identified on "Exhibit A", attached hereto and made a part hereof, by legal description and the volume and page number of said deed recorded in the real property records of the county in which the property is located, ("Property"); and

WHEREAS, pursuant to the provisions of Chapters 33 and 34 of the Texas Property Tax Code, the City of Dallas ("City") may resell the tax foreclosed Property by private sale, subject to the consent of the other taxing units; and

WHEREAS, the City has given thirty (30) days notice to Dallas County and the Dallas Independent School District that the Property was acquired by said Sheriff's Deed and is proposed for resale to a nonprofit organization for the development of low-income housing; and

WHEREAS, as authorized by Section 253.010 of the Texas Local Government Code (Section 34.015 of the Texas Property Tax Code) Section 34.015 of the Texas Property Tax Code, the City desires to sell the Property to a qualified "nonprofit organization" for the development of "affordable housing" for low income persons, as those terms are defined for the purposes of this resolution in Section 2-26.5 of the Dallas City Code ("Code"); and

WHEREAS, the City has received a written proposal which contains proposed end uses and time frame from the qualified nonprofit organization to purchase the Property by private sale ("Proposal") at a fixed price of $1,000.00 for up to 7,500 square feet of land purchased under a single Proposal, plus $0.133 for each additional square foot of land purchased under the Proposal, all as indicated on "Exhibit A";

WHEREAS, the City Council has previously approved the resale of other properties where funds were not received and have not been disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County; and

WHEREAS, the proceeds of the resale will be distributed in accordance with Chapter 34, section 34.06 of the Texas Property Tax Code; **NOW, THEREFORE,**

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

Section 1. That the Proposal identified on Exhibit "A" is approved by the City.

Section 2. That upon receipt of the monetary consideration from the qualified nonprofit organization ("Requestor") for the Property on the list as specified on Exhibit "A", and upon approval of Requestor's Proposal by the governing bodies of the other affected Taxing Units which own the Property, the City Manager is hereby authorized to execute a Quitclaim Deed, upon approval as to form by the City Attorney and attested by the City Secretary, quitclaiming the Property to the Requestor, subject to the right of redemption, if any, and the possibility of reverter with right of re-entry, and to the terms and conditions of Code Section 2-26.10 through 2-26.12 and the Proposal.

Section 3. That the quitclaim deeds to this Property will contain deed restrictions requiring the purchaser to:

(1) Restrict the sale and resale of owner-occupied property to low-income individuals or families for five (5) years after the date of filing,
(2) Require the nonprofit organization to develop the proposed housing unit within three (3) years after receiving the quitclaim deed, and
(3) Require any low-income individual or family to maintain each housing unit and all improvements on the land during the five (5) year period.

Section 4. That the quitclaim deed to this Property will contain a condition that the quitclaim is also subject to Grantee's representation and agreement that Grantee did not purchase the Property on behalf of a Prohibited Person, as hereinafter defined, and that Grantee will not sell or lease the Property to a Prohibited Person. A" Prohibited Person" shall mean any party who was named as a defendant in the legal proceedings at which the City obtained a final judgment in a District Court in the county in which the land is located for delinquent taxes and an order to foreclose its tax lien on the property or person in the Judgment or Seizure Tax Warrant, issued in a District Court in the county in which the land is located, or the Sheriff's Deed as the owner of the Property, authorized seized and ordered sold for delinquent taxes and any municipal health and safety liens (as applicable). Grantee's agreement shall be for five (5) years from execution of the quitclaim deed, and any breach or violation thereof may be enforced by Grantor against Grantee at law or in equity to require the correction of the violation. Grantee further agrees that if Grantor substantially prevails in a legal proceeding to enforce these terms, conditions and restrictions, Grantor shall be entitled to recover damages, reasonable attorney fees, and court costs from Grantee. Grantee's agreement to those terms, conditions and restrictions is a material representation and part of the consideration for this transaction.

Section 5. That the City Manager is authorized to execute instruments, approved as to form by the City Attorney, releasing the City's possibility of reverter with right of re-entry and terminating the deed restrictions to the Property upon compliance with all terms and conditions of Code Section 2-26.10 through 2-26.12, the Proposal, and the deed restrictions.

Section 6. That the consideration received shall be distributed pursuant to Chapter 34, section 34.06 of the Texas Property Tax Code and applied to the payment of the judgment, court costs, interest, and cost of sale and resale owed to the Taxing Units by the delinquent taxpayer or the amount of delinquent taxes, penalties, the amount secured by any municipal health or safety liens on the Property included in the Warrant application, court costs, interest and cost of seizure and sale owed to the Taxing Units as set forth in the Warrant; any such amount(s) still owed by the delinquent taxpayer to any of the Taxing Units shall remain the personal obligation of the delinquent taxpayer.

Section 7. That the purchaser shall be responsible for the pro rata property taxes assessed from the date of closing for the remaining part of the then current calendar year. This Property shall be placed back on the tax rolls effective as of the date of execution of the deed.

Section 8. That the City Manager, upon approval as to form by the City Attorney, is authorized to execute a release of lien for any non-tax liens included in the foreclosure judgment and any non-tax liens that may have been filed by the City post-judgment on the Property.

Section 9. That any and all proceeds for the resale of the Property listed on Exhibit A and for the properties previously approved for resale by the City Council where funds were not received and have not been disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County be deposited to General Fund 0001, Agency DEV, Balance Sheet Account 0519.

Section 10. That upon receipt of the consideration, the City Controller is authorized to disburse proceeds of the resale of the Property listed on Exhibit A, in accordance with Chapter 34, section 34.06 of the Texas Property Tax Code, which calculations for disbursement shall be provided by the Development Services Director, to the City of Dallas Land Based Receivables, the Dallas County District Clerk and the Dallas County Tax Office from the account specified in Section 9 above.

Section 11. That upon receipt of the distribution amounts, the City Controller is authorized to disburse proceeds pursuant to Chapter 34, section 34.06 of the Texas Property Tax Code, which calculations for disbursement shall be provided by the Development Services Director, for properties previously approved for resale by the City Council where funds have not been disbursed prior to the April 1, 2001 Tax Collection Consolidation with Dallas County from the account specified in Section 9 above.

Section 12. That any procedures required by Code Section 2-24 that are not required by state law are hereby waived with respect to these conveyances.

Section 13. That this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

DISTRIBUTION:
Housing Department
City Attorney's Office
Office of Financial Services/Community Development, 4FN

EXHIBIT A

Tax Foreclosure and Seizure Property Resale

Parcel No.	Address	Non-Profit Organization	Mapsco	Sale Amount	Council District
1.	2619 Custer	Dallas Neighborhood Alliance for Habitat, Inc.	65D	$1,000	4

OCTOBER 10, 2007 CITY COUNCIL ADDENDUM
CERTIFICATION

This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated October 10, 2007. 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.

Mary K. Suhm
City Manager

10-5-07
Date

Edward Scott
City Controller

10/5/07
Date

RECEIVED
2007 OCT -5 PM 12: 17
CITY SECRETARY
DALLAS, TEXAS

ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, OCTOBER 10, 2007
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TX 75201
9:00 A.M.

REVISED ORDER OF BUSINESS

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

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

OPEN MICROPHONE

CLOSED SESSION

MINUTES Item 1

CONSENT AGENDA Items 2 - 38

CONSENT ADDENDUM Items 1 - 12

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier than 9:30 a.m. Item 39
Addendum Items 13 - 14

To be considered before 12:00 noon Item 40

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m. Items 41 - 48
Addendum Item 15

ADDENDUM
CITY COUNCIL MEETING
OCTOBER 10, 2007
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.

ADDITIONS:

CONSENT ADDENDUM

Business Development & Procurement Services

1. A resolution confirming the sale at public auction on September 26, 2007, of one 2000 Freightliner sweeper, equipment number 099002 - Blas Hernandez, only bidder - Estimated Revenue: $25,000

2. A resolution confirming the sale of three helicopters by online auction (similar to eBay) on September 28, 2007, one 1978 Bell Jet Ranger helicopter, registration number N16979, to M. R. Copters, Inc. in the amount of $327,500, one 1984 Bell Jet Ranger helicopter, registration number N3211N, to Turbines LTD in the amount of $342,500, and one 1972 Bell Jet Ranger helicopter, registration number N1512L, to Mid America Turbine in the amount of $177,500 - Total Estimated Revenue: $847,500

Court & Detention Services

3. An ordinance amending Chapter 13 of the Dallas City Code to reestablish the municipal court technology fund and municipal court technology fee - Estimated Annual Revenue: $454,000

City Attorney's Office

4. Authorize Supplemental Agreement No. 2 to the professional services contract with the law firm of Patton Boggs, L.L.P. for additional legal services necessary in the lawsuit styled City of Dallas, Texas v. H. Dale Hall, et al., Civil Action No. 3:07-CV-0060-P and related matters - Not to exceed $150,000, from $400,000 to $550,000 - Financing: Current Funds

Department of Development Services

5. An ordinance abandoning an alley and 3 sight easements to Redwood Cedar, LLC, the abutting owner, containing a total of approximately 6,781 square feet of land located near the intersection of Cedar Springs Road and Knight Street and authorizing the quitclaim and providing for the dedication of a total of approximately 87 square feet of needed land for street right-of-way - Revenue: $270,215 plus the $20 ordinance publication fee

ADDENDUM
CITY COUNCIL MEETING
OCTOBER 10, 2007

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Department of Development Services (Continued)

6. An ordinance abandoning portions of alleys to Cityville Oak Park Limited Partnership, the abutting owner, containing a total of approximately 7,765 square feet of land located near the intersection of Bowser and Mahanna Streets and authorizing the quitclaim - Revenue: $207,714 plus the $20 ordinance publication fee

7. An ordinance abandoning a portion of an alley to 1222 North Bishop Avenue LLC; Energy & Opportunities, LP; Michael L. Robinson, DDS d/b/a Axxis Enterprises; Oakcliff Land Development Company LP; Fountain Villa, Inc.; JC Leasing, L.L.P.; Maria Del Rosario Alaniz; Rene' Ochoa and Deborah Ochoa; Juan Manuel Romero and Ana Romero; Lazaro Rivera and Eloina R. Rivera; and Homar C. Lomas and Josephina Cruz, the abutting owners, containing a total of approximately 10,802 square feet of land located near the intersection of Ballard and Bishop Avenues, and authorizing the quitclaim - Revenue: $74,000 plus the $20 ordinance publication fee

8. An ordinance granting an MU-3 Mixed Use District subject to deed restrictions volunteered by the applicant on the north side of Wheatland Road, east of West Virginia Drive - Z067-214 - Financing: No cost consideration to the City

Housing

9. Authorize an amendment to Resolution Nos. 06-0963, previously approved on March 28, 2006 and 07-1595, previously approved on May 23, 2007, to **(1)** allow $750,000 in CDBG funds previously approved for principal reduction (acquisition) to also include expenditures for related soft costs; and **(2)** extend the time frame to June 30, 2008 to allow the Central Dallas Community Development Corporation and JPMorgan Chase to enter into a loan renewal agreement for reduction of the principal balance of the Chase acquisition loan - Financing: No cost consideration to the City

10. Authorize a third amendment to the Land Bank Interlocal Cooperation Contract between the City of Dallas, Dallas County, Dallas Independent School District, Dallas County Hospital District, Dallas County School Equalization Fund, Dallas County Education District and Dallas County Community College District to **(1)** extend the term of the contract to September 30, 2008; and **(2)** provide that the City may refer up to an additional 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008 - Financing: No cost consideration to the City

ADDENDUM
CITY COUNCIL MEETING
OCTOBER 10, 2007

ADDITIONS: (Continued)

CONSENT ADDENDUM (Continued)

Police

11. Authorize an increase in the contract with Dallas County through the Southwestern Institute of Forensic Sciences at Dallas for the provision of forensic, drug, toxicological, environmental and physical evidence analysis and other similar medical/forensic analytical services - Not to exceed $620,000, from $2,442,918 to $3,062,918 - Financing: Current Funds

Water Utilities

12. Authorize Supplemental Agreement No. 1 to the engineering and professional services contract with the Upper Neches River Municipal Water Authority to address alternate wildlife refuge sites and bottomland hardwood preservation opportunities as part of the feasibility study for developing a proposed water reservoir in the Upper Neches River Basin - Not to exceed $372,222, from $228,000 to $600,222 - Financing: Water Utilities Current Funds

ITEMS FOR INDIVIDUAL CONSIDERATION

Aviation

13. Authorize an application with the Federal Aviation Administration to impose a Passenger Facility Charge of $3.00 per enplaned passenger to provide funding for seven new capital projects and recover the local share for eleven completed capital projects at Dallas Love Field - Estimated Revenue: $39,176,805

ITEMS FOR FURTHER CONSIDERATION

Business Development & Procurement Services

14. Authorize a sixty-month concession contract, with three twelve-month renewal options, for advertising display concession services at Dallas Love Field - JCDecaux Airport, Inc., most advantageous proposer of two - Estimated Revenue: $6,500,000

ADDENDUM
CITY COUNCIL MEETING
OCTOBER 10, 2007

ADDITIONS: (Continued)

PUBLIC HEARINGS AND RELATED ACTIONS

Department of Development Services

ZONING CASES - CONSENT

15. A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private school on property zoned an R-16(A) Single Family District, located on the northwest corner of Walnut Hill Lane and Hedgeway Drive
Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions
Z067-236(WE)

CORRECTION:

Business Development & Procurement Services

4. Authorize the purchase of an emergency notification system including a thirty-six month maintenance agreement - Sigma Communications, LLC dba Reverse 911, most advantageous proposer of five - Not to exceed ~~$396,624~~ $327,429 - Financing: U. S. Department of Homeland Security Grant Funds

DELETIONS:

Business Development & Procurement Services

5. Authorize a thirty-six-month master agreement for fasteners - D.F. Sales, lowest responsible bidder of five - Not to exceed $584,259 - Financing: Water Utilities Current Funds ($455,620), Current Funds ($128,639**)**

Human Resources

21. Authorize the purchase of 2,000 bus passes from the Dallas Area Rapid Transit on behalf of City employees in support of the City's 2008 clean air initiative - Not to exceed $50,000 - Financing: Current Funds

ADDENDUM DATE October 10, 2007

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
1			All	C	PBD, EBS	REV $25,000	NA	NA	A resolution confirming the sale at public auction on September 26, 2007, of one 2000 Freightliner sweeper, equipment number 099002
2			All	C	PBD, POL	REV $847,500	NA	NA	A resolution confirming the sale of three helicopters by online auction (similar to eBay) on September 28, 2007, one 1978 Bell Jet Ranger helicopter, registration number N16979, to M. R. Copters, Inc., one 1984 Bell Jet Ranger helicopter, registration number N3211N, to Turbines LTD, and one 1972 Bell Jet Ranger helicopter, registration number N1512L, to Mid America Turbine
3			All	C	CDS	REV $454,000	NA	NA	An ordinance amending Chapter 13 of the Dallas City Code to reestablish the municipal court technology fund and municipal court technology fee
4			N/A	C	ATT	$150,000.00	100.00%	0.00%	Authorize Supplemental Agreement No. 2 to the professional services contract with the law firm of Patton Boggs, L.L.P. for additional legal services necessary in the lawsuit styled City of Dallas, Texas v. H. Dale Hall, et al., Civil Action No. 3:07-CV-0060-P and related matters
5			2	C	DDS	REV $270,215	NA	NA	An ordinance abandoning an alley and 3 sight easements to Redwood Cedar, LLC, the abutting owner, containing a total of approximately 6,781 square feet of land located near the intersection of Cedar Springs Road and Knight Street and authorize the quitclaim and providing for the dedication of a total of approximately 87 square feet of needed land for street right-of-way
6			2, 14	C	DDS	REV $207,714	NA	NA	An ordinance abandoning portions of alleys to Cityville Oak Park Limited Partnership, the abutting owner, containing a total of approximately 7,765 square feet of land located near the intersection of Bowser and Mahanna Streets and authorizing the quitclaim
7			1	C	DDS	REV $74,000	NA	NA	An ordinance abandoning a portion of an alley to 1222 North Bishop Avenue LLC; Energy & Opportunities, LP; Michael L. Robinson, DDS d/b/a Axxis Enterprises; Oakcliff Land Development Company LP; Fountain Villa, Inc.; JC Leasing, L.L.P.; Maria Del Rosario Alaniz; Rene' Ochoa and Deborah Ochoa; Juan Manuel Romero and Ana Romero; Lazaro Rivera and Eloina R. Rivera; and Homar C. Lomas and Josephina Cruz, the abutting owners, containing a total of approximately 10,802 square feet of land located near the intersection of Ballard and Bishop Avenues, and authorizing the quitclaim
8			8	C	DDS	NC	NA	NA	An ordinance granting an MU-3 Mixed Use District subject to deed restrictions volunteered by the applicant on the north side of Wheatland Road, east of West Virginia Drive - Z067-214
9			14	C	HSG	NC	NA	NA	Authorize an amendment to Resolution Nos. 06-0963, previously approved on March 28, 2006 and 07-1595, previously approved on May 23, 2007, to allow CDBG funds previously approved for principal reduction (acquisition) to also include expenditures for related soft costs & extend the time frame to June 30, 2008 to allow the Central Dallas Community Development Corporation and JP Morgan Chase to enter into a loan renewal agreement for reduction of the principal balance of the Chase acquisition loan
10			All	C	HSG	NC	NA	NA	Authorize a third amendment to the Land Bank Interlocal Cooperation Contract between the City of Dallas, Dallas County, Dallas Independent School District, Dallas County Hospital District, Dallas County School Equalization Fund, Dallas County Education District & Dallas County Community College District to extend the term of the contract to September 30, 2008 & provide that the City may refer up to an addl 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008
11			All	C	POL	$620,000.00	NA	NA	Authorize an increase in the contract with Dallas County through the Southwestern Institute of Forensic Sciences at Dallas for the provision of forensic, drug, toxicological, environmental and physical evidence analysis and other similar medical/forensic analytical services

ADDENDUM DATE October 10, 2007

ITEM #	OK	IND DEF	DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
12			All	C	WTR	$372,222.00	NA	NA	Authorize Supplemental Agreement No. 1 to the engineering and professional services contract with the Upper Neches River Municipal Water Authority to address alternate wildlife refuge sites and bottomland hardwood preservation opportunities as part of a feasibility study for a proposed water reservoir in the Upper Neches River Basin
13			14	I	AVI	REV $39,176,805	NA	NA	Authorize an application with the Federal Aviation Administration to impose a Passenger Facility Charge of $3.00 per enplaned passenger to provide funding for seven new capital projects and recover the local share for eleven completed capital projects at Dallas Love Field
14			14	I	PBD, AVI	REV $6,500,000	NA	NA	Authorize a sixty-month concession contract, with three twelve-month renewal options, for advertising display concession services at Dallas Love Field
15			13	PH	DDS	NC	NA	NA	A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private school on property zoned an R-16(A) Single Family District, located on the northwest corner of Walnut Hill Lane and Hedgeway Drive

GRAND TOTAL $1,142,222.00

ADDENDUM ITEM # 1

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Equipment & Building Services

CMO: Dave Cook, 670-7804
Jill A. Jordan, P.E., 670-5299

MAPSCO: N/A

SUBJECT

A resolution confirming the sale at public auction on September 26, 2007, of one 2000 Freightliner sweeper, equipment number 099002 **-** Blas Hernandez, only bidder - Estimated Revenue: $25,000

BACKGROUND

The 2000 Freightliner sweeper, equipment number 099002 was purchased on August 23, 1999 for Equipment and Building Services at the price of $92,040.00. This item was sold at public auction on September 26, 2007 due to having met the replacement criteria in the areas of mileage, maintenance cost and life expectancy. In the past twelve months City staff has exhausted $16,675.00 in repairs. Average repair cost per year for the 2000 Freightliner sweeper is $16,000.00. Therefore City staff determined it to be advantageous to dispose of the 2000 Freightliner sweeper at public auction.

The City has a contract with Lone Star Auctioneers, Inc., agreeing to pay LSA commissions, in this case 4%, based upon gross sales per auction, less taxes.

Dallas City Code 2-37.4 requires that when the highest bid for property is more than $20,000.00, the sale to the highest bidder must be confirmed by the City Council.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

$25,000.00 - Estimated Revenue

BID INFORMATION

The following bids were received at public auction on May 3, 2007.

Bidder	Address	Amount of Bid
Blas Hernandez	2872 SW Lake Terrace Palm City, Florida	$ 25,000.00

OWNER

Blas Hernandez

October 10, 2007

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

Section 1. That the City Manager or designee be and is hereby authorized to confirm the sale at public auction on September 26, 2007, of one 2000 Freightliner sweeper, equipment number 099002, to Blas Hernandez in the amount of $25,000.00.

Section 2. That the City Controller be and is hereby authorized to deposit revenues received from the proceeds of the sale to:

FUND	DEPT	UNIT	REVENUE SOURCE
0196	EBS	1701	8432

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.

DISTRIBUTION:

Business Development and Procurement Services, 3FS
Office of Financial Services, 4FN

ADDENDUM ITEM # 2

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Police

CMO: Dave Cook, 670-7804
Ryan S. Evans, 670-3314

MAPSCO: N/A

SUBJECT

A resolution confirming the sale of three helicopters by online auction (similar to eBay) on September 28, 2007, one 1978 Bell Jet Ranger helicopter, registration number N16979, to M. R. Copters, Inc. in the amount of $327,500, one 1984 Bell Jet Ranger helicopter, registration number N3211N, to Turbines LTD in the amount of $342,500, and one 1972 Bell Jet Ranger helicopter, registration number N1512L, to Mid America Turbine in the amount of $177,500 - Total Estimated Revenue: $847,500

BACKGROUND

The 1978 Bell Jet Ranger helicopter, registration number N16979 was purchased in May, 1978 for the Dallas Police Department for the price of $200,000.00. The 1984 Bell Jet Ranger helicopter, registration number N3211N was purchased in October of 1984 for the Dallas Police Department for the price of $492,487.00. The 1972 Bell Jet Ranger helicopter, registration number N1512L has no purchase information available.

The 1984 Bell Jet Ranger helicopter, registration number N3211N and the 1972 Bell Jet Ranger helicopter, registration number N1512L are currently not in use. The 1978 Bell Jet Ranger helicopter, registration number N16979 is currently in use, however, due to having purchased new helicopters, funding for the repairs of the existing helicopters has been exhausted. The 1984 Bell Jet Ranger helicopter, registration number N3211N and the 1972 Bell Jet Ranger helicopter, registration number N1512L are currently not in service. Both aircrafts are parked and are not accumulating flight time due to the Police equipment being removed and installed on the new aircraft. Also the main transmission and engine was approaching an overhaul which would have cost approximately $150,000.00.

Therefore City staff determined it to be advantageous to dispose of the three Bell Jet Ranger helicopters by online auction (similar to eBay).

BACKGROUND (Continued)

The City has a five year contract with Lone Star Auctioneers, Inc., agreeing to pay in this case 7.98% commission based upon gross sales per auction, less taxes.

Dallas City Code 2-37.4 requires that when the highest bid for property is more than $20,000.00, the sale to the highest bidder must be confirmed by the City Council.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

$847,500.00 - Estimated Revenue

BID INFORMATION

The following bids were received by online auction on September 28, 2007.

Bidders	Address	Amount of Bid
Turbines LTD	140 19th Road West Point, Nebraska 68788	$ 342,500.00
M. R. Copters, Inc.	1725 142nd Avenue Dorr, Michigan 49323	$ 327,500.00
Mid America Turbine	1728 Deer Run Road Neosho, Missouri 64850	$ 177,500.00

OWNERS

Turbines LTD

Marvin Kottman

M. R. Copters, Inc.

Roger Maruliah

Mid America Turbine

Rick L. Sweet

October 10, 2007

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

Section 1. That the City Manager or designee be and is hereby authorized to confirm the sale of three helicopters by online auction on September 28, 2007, one 1978 Bell Jet Ranger helicopter, registration number N16979, to M. R. Copters, Inc. in the amount of $327,500.00, one 1984 Bell Jet Ranger helicopter, registration number N3211N, to Turbines LTD in the amount of $342,500.00, and one 1972 Bell Jet Ranger helicopter, registration number N1512L, to Mid America Turbine in the amount of $177,500.00, in a total estimated revenue of $847,500.00.

Section 2. That the City Controller be and is hereby authorized to deposit revenues received from the proceeds of the sale to:

FUND	DEPT	UNIT	REVENUE SOURCE	AMOUNT
0001	DPD	2152	8428	$720,375.00
0199	POM	1232	8420	$127,125.00

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.

DISTRIBUTION:

Business Development and Procurement Services, 3FS

ADDENDUM ITEM # 3

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Court & Detention Services

CMO: Ryan S. Evans, 670-3314

MAPSCO: N/A

SUBJECT

An ordinance amending Chapter 13 of the Dallas City Code to reestablish the municipal court technology fund and municipal court technology fee - Estimated Annual Revenue: $454,000

BACKGROUND

Article 102.017 of the Texas Code of Criminal Procedure authorizes the City to establish a municipal court technology fund and to charge a $4 municipal court technology fee to each defendant convicted of a misdemeanor offense in municipal court. The collected fees must be deposited in the municipal court technology fund, which may only be used to finance the purchase of or maintain technological enhancements for a municipal court, including: computer systems; computer networks; computer hardware; computer software; imaging systems; electronic kiosks; electronic ticket writers; and document management systems. The state originally authorized this fund and fee for a limited number of years, but has since amended Article 102.0172 of the Texas Code of Criminal Procedure to provide for a permanent municipal technology fund and municipal technology fee. The proposed ordinance would allow the city to continue the fund and the fee in a permanent manner in accordance with state law.

PRIOR ACTION

On August 25, 1999, Council passed Ordinance No. 23986, which initially established the municipal court technology fund and municipal court technology fee.

FISCAL INFORMATION

Estimated Annual Revenue - $454,000

10/3/07

ORDINANCE NO. _____

An ordinance adding Section 13-28.2 to CHAPTER 13, "COURTS, FINES AND IMPRISONMENTS," of the Dallas City Code, as amended; providing for the reestablishment, administration, funding, and use of the municipal court technology fund in accordance with state law; reestablishing the municipal court technology fee, to be assessed on all convictions of misdemeanor offenses in municipal court; providing a saving clause; providing a severability clause; and providing an effective date.

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

SECTION 1. That Article II, "Municipal Court of Record," of CHAPTER 13, "COURTS, FINES AND IMPRISONMENTS," of the Dallas City Code, as amended, is amended by adding Section 13-28.2, "Municipal Court Technology Fund," to read as follows:

"**SEC. 13-28.2. MUNICIPAL COURT TECHNOLOGY FUND.**

(a) In this section:

(1) CONVICTED has the meaning given that term in Article 102.0172(b) of the Texas Code of Criminal Procedure, as amended.

(2) FEE means the municipal court technology fee established under this section.

(3) FUND means the municipal court technology fund established under this section.

(4) TECHNOLOGICAL ENHANCEMENTS means all devices and services described in Article 102.0172(d) of the Texas Code of Criminal Procedure, as amended.

(b) Pursuant to Article 102.0172 of the Texas Code of Criminal Procedure, as amended, there is hereby established the municipal court technology fund, which will be a separate fund in the city treasury to be administered by or under the direction of the city council.

(c) Each defendant convicted of a misdemeanor offense in the municipal court of record shall pay a municipal court technology fee of $4, in addition to any other fines, penalties, or court costs required by city ordinance or state or federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

(d) The municipal clerk shall collect the fee and pay it to the city treasury for deposit in the fund. The fund may be used only to finance the purchase of or to maintain technological enhancements for any municipal court of record of the city."

SECTION 2. That CHAPTER 13 of the Dallas City Code, as amended, will remain in full force and effect, save and except as amended by this ordinance.

SECTION 3. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of CHAPTER 1 of the Dallas City Code, as amended.

SECTION 4. That this ordinance will 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:

THOMAS P. PERKINS, JR., City Attorney

By _____
Assistant City Attorney

Passed _____

LC/DCC/00420A

ADDENDUM ITEM # 4

KEY FOCUS AREA: A Cleaner, Healthier City Environment

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): N/A

DEPARTMENT: City Attorney's Office

CMO: Thomas P. Perkins, Jr., 670-3491

MAPSCO: N/A

SUBJECT

Authorize Supplemental Agreement No. 2 to the professional services contract with the law firm of Patton Boggs, L.L.P. for additional legal services necessary in the lawsuit styled City of Dallas, Texas v. H. Dale Hall, et al., Civil Action No. 3:07-CV-0060-P and related matters - Not to exceed $150,000, from $400,000 to $550,000 - Financing: Current Funds

BACKGROUND

On January 4, 2007, pursuant to Administrative Action No. 07-0222, the City entered into a professional services contract with the law firm of Patton Boggs, L.L.P. in the amount of $25,000.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On February 14, 2007, the City Council authorized Supplemental Agreement No. 1 to the professional services contract in the amount of $375,000, by Resolution No. 07-0492.

City Council was briefed in closed session on October 17, 2007.

FISCAL INFORMATION

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

$150,000 - Current Funds

M/WBE INFORMATION

See attached.

ETHNIC COMPOSITION

Patton Boggs, L.L.P.

White Male	394	White Female	403
African-American Male	56	African-American Female	97
Hispanic Male	19	Hispanic Female	37
Other Male	22	Other Female	34

OWNER

Patton Boggs, L.L.P.

S. Cass Weiland, Partner

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize Supplemental Agreement No. 2 to the professional services contract with the law firm of Patton Boggs, L.L.P. for additional legal services necessary in the lawsuit styled City of Dallas, Texas v. H. Dale Hall, et al., Civil Action No. 3:07-CV-0060-P and related matters - Not to exceed $150,000, from $400,000 to $550,000 - Financing: Current Funds

Patton Boggs, L.L.P. is a local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Professional Services

LOCAL/NON-LOCAL CONTRACT SUMMARY - THIS ACTION ONLY

	Amount	Percent
Local contracts	$150,000.00	100.00%
Non-local contracts	$0.00	0.00%
TOTAL THIS ACTION	$150,000.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE PARTICIPATION

	This Action		Participation to Date	
	Amount	Percent	Amount	Percent
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%

WHEREAS, the City of Dallas is involved in a lawsuit styled City of Dallas, Texas v. H. Dale Hall, et al., Civil Action No. 3:07-CV-0060-P; and

WHEREAS, on January 4, 2007, pursuant to Administrative Action No. 07-0222, the City entered into a professional services contract with the law firm of Patton Boggs, L.L.P., in the amount of $25,000, for legal services necessary to represent the City in this lawsuit and related matters; and

WHEREAS, on February 14, 2007, pursuant to Resolution No. 07-0492, the City entered into Supplemental Agreement No. 1 to the professional services contract with the law firm of Patton Boggs, L.L.P., in an amount not to exceed $375,000, increasing the original contract amount from $25,000 to $400,000; and

WHEREAS, the services of the law firm of Patton Boggs, L.L.P., continue to be necessary for representation of the City in 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. 2 to the professional services contract with the law firm of Patton Boggs, L.L.P., for additional legal services necessary in the lawsuit styled City of Dallas, Texas v. H. Dale Hall, et al., Civil Action No. 3:07-CV-0060-P, and any other matters related to this lawsuit, in an amount not to exceed $150,000, increasing the original contract amount, as supplemented, from $400,000 to $550,000.

SECTION 2. That the City Controller is authorized to disburse, in periodic payments to the law firm of Patton Boggs, L.L.P., an amount not to exceed $150,000 from Fund 0192, Department ORM, Unit 3890, Obj. 3070, Encumbrance No. ATT38907L0085, Vendor No. 520522.

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: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 2

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 35W

SUBJECT

An ordinance abandoning an alley and 3 sight easements to Redwood Cedar, LLC, the abutting owner, containing a total of approximately 6,781 square feet of land located near the intersection of Cedar Springs Road and Knight Street and authorizing the quitclaim and providing for the dedication of a total of approximately 87 square feet of needed land for street right-of-way - Revenue: $270,215 plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of an alley and 3 sight easements to Redwood Cedar, LLC, the abutting owner. The proposed area to be abandoned will be included in the property of the abutting owner for the development of 230 condominiums, retail shopping and a restaurant. The abandonment fee is based on an independent appraisal.

Notices were sent to 28 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

This transaction is consistent with the recommendations of the Real Estate Task Force.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: $270,215 plus the $20 ordinance publication fee

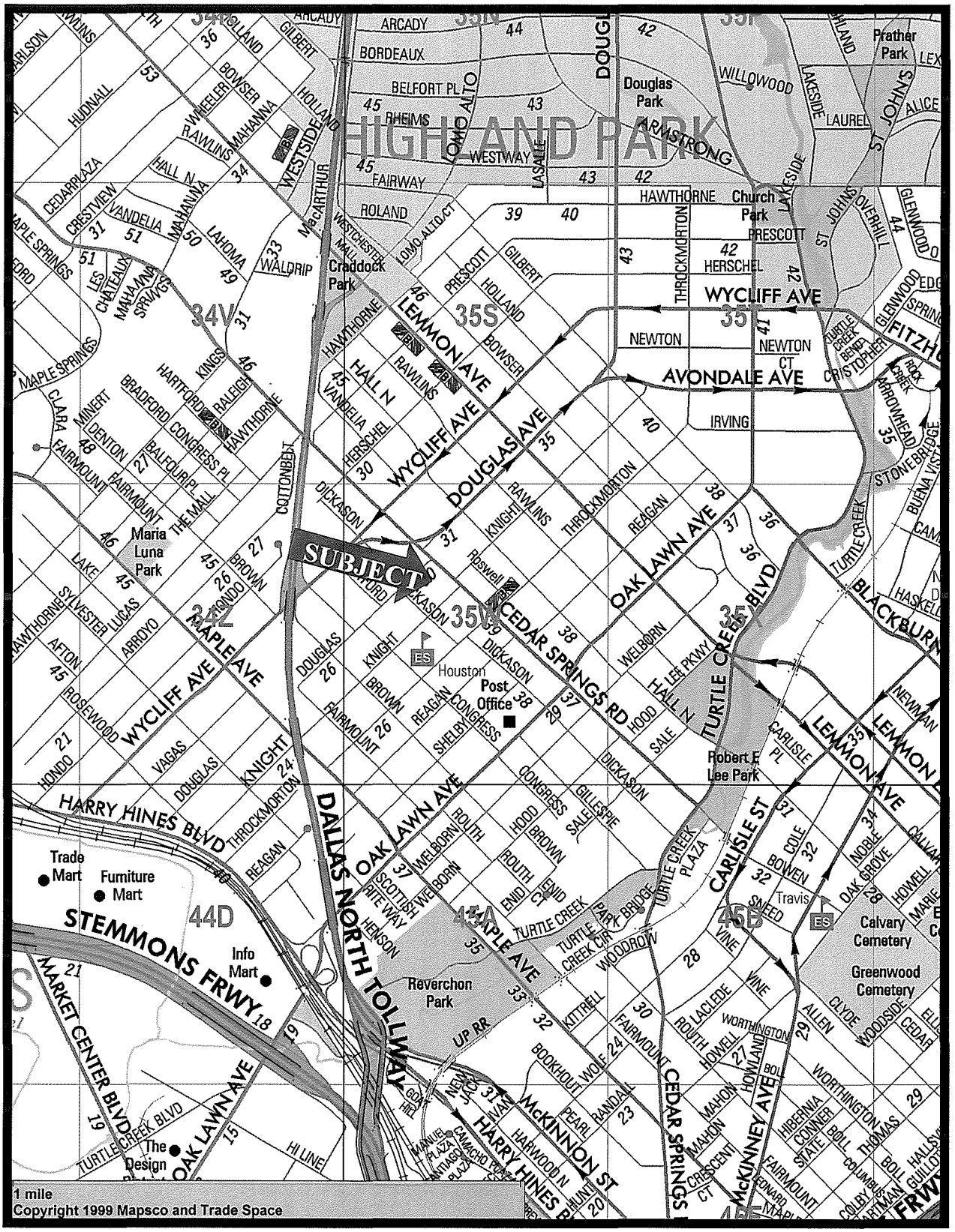
OWNER

Redwood Cedar, LLC

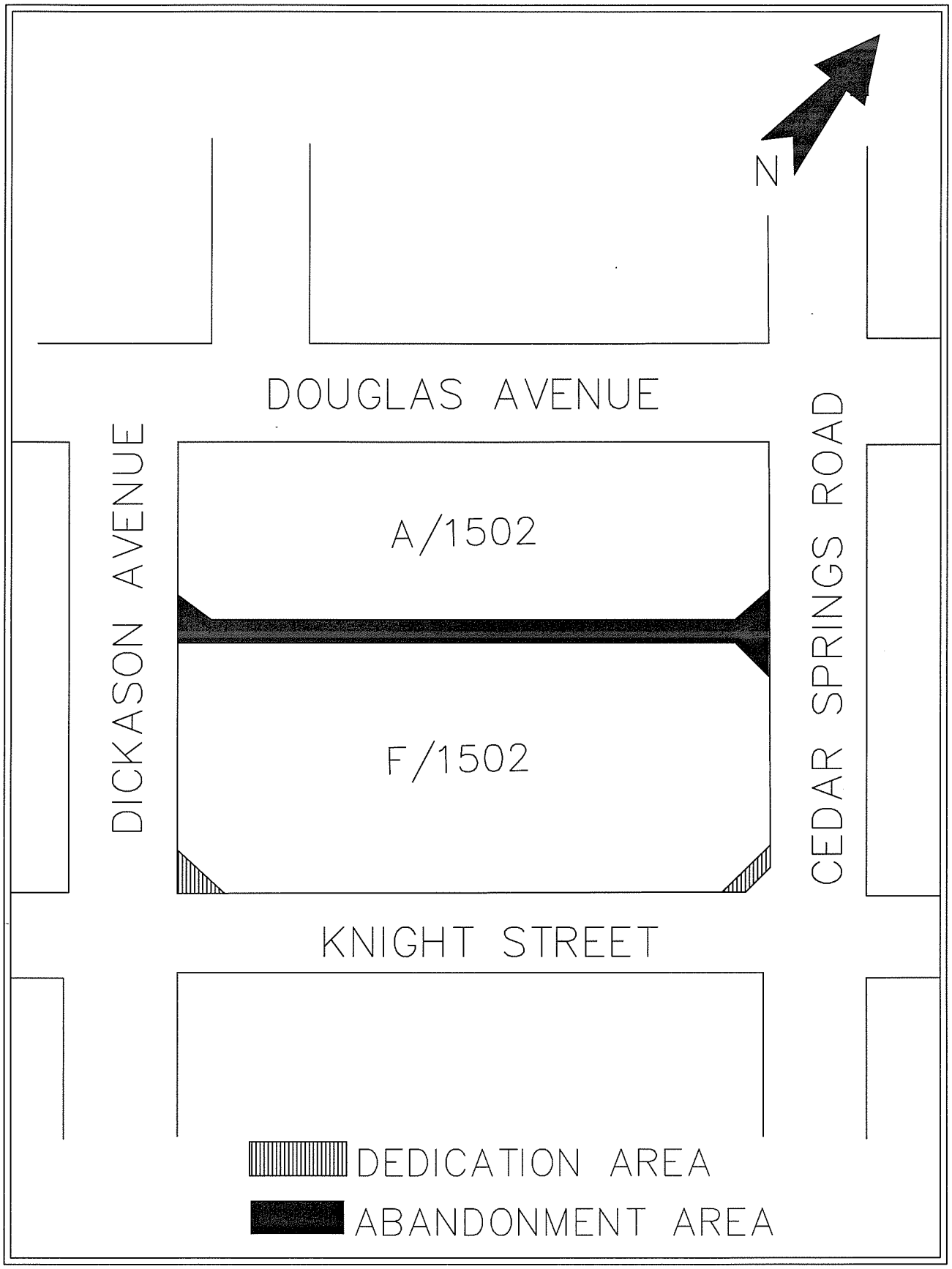
Lucien B. Crosland, Manager

MAPS

Attached


HIGHLAND PARK
SUBJECT
Maria Luna Park
Craddock Park
Douglas Park
Church Park
Prather Park
Houston Post Office
Robert E Lee Park
Reverchon Park
Calvary Cemetery
Greenwood Cemetery
Trade Mart
Furniture Mart
Info Mart
The Design
Travis
WYCLIFF AVE
LEMMON AVE
MAPLE AVE
OAK LAWN AVE
DOUGLAS AVE
HARRY HINES BLVD
DALLAS NORTH TOLLWAY
STEMMONS FRWY
MARKET CENTER BLVD
CEDAR SPRINGS RD
TURTLE CREEK BLVD
CARLISLE ST
McKINNEY AVE
McKINNON ST
AVONDALE AVE
WESTSIDE
LOMO ALTO
ARMSTRONG
THROCKMORTON
HAWTHORNE
PRESCOTT
HERSCHEL
NEWTON
IRVING
REAGAN
KNIGHT
DICKASON
HALL N
VANDELIA
RAWLINS
HOLLAND
BOWSER
GILBERT
ROLAND
WESTWAY
FAIRWAY
RHEIMS
BORDEAUX
ARCADY
BELFORT PL
WILLOWWOOD
LAKESIDE
LAUREL
ST JOHNS
OVERHILL
GLENWOOD
FITZHUGH
BLACKBURN
STONEBRIDGE
BUENA VISTA
NEWMAN
HOWELL
GREENVILLE
MAHANNA
LAHOMA
WALDRIP
CRESTVIEW
CEDARPLAZA
MAPLE SPRINGS
LES CHATEAUX
MAHANNA SPRINGS
KINGS
HARTFORD
RALEIGH
BRADFORD
CONGRESS PL
MINERT
CLARA
DENTON
BALFOUR PL
FAIRMOUNT
THE MALL
COTTONBELT
LAKE
BROWN
HONDO
SYLVESTER
LUCAS
ARROYO
AFTON
ROSEWOOD
VAGAS
DOUGLAS
SHELBY
CONGRESS
HOOD
SALE
WELBORN
ROUTH
ENID
CLEMENT
TURTLE CREEK
TURTLE CREEK CIR
TURTLE CREEK PLAZA
PARRY BRIDGE
WOODROW
KITTRELL
WOLF
PEARL
RANDAL
BOOKHOUT
UP RR
GOLF HILL
HARWOOD N
HUNT
SCOTTISH RITE WAY
HENSON
LEE PKWY
CARLISLE PL
COLE
BOWEN
NOBLE
OAK GROVE
SWEED
VINE
LACLEDE
WORTHINGTON
ALLEN
CLYDE
WOODSIDE
CEDAR
HOWLAND
BOLL
MAHON
CRESCENT CT
HIBERNIA
CONNER
STATE
THOMAS
COLUMBUS
COLBY
HARTMAN
LEONARD
FAIRMOUNT
HI LINE
MANUEL PLAZA
SAMACHO PLAZA
SANTIAGO PLAZA
1 mile
Copyright 1999 Mapsco and Trade Space

MAPSCO 35W


N
DOUGLAS AVENUE
DICKASON AVENUE
A/1502
F/1502
CEDAR SPRINGS ROAD
KNIGHT STREET
DEDICATION AREA
ABANDONMENT AREA

ORDINANCE NO. _____

An ordinance providing for the abandonment of a portion of an alley and three (3) 15'x15' alley sight easements in and adjacent to City Blocks A/1502 and F/1502 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Redwood Cedar, 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; 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 Redwood Cedar, LLC, a Texas limited liability company, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim the City of Dallas right, title and interest in the tracts of land described in Exhibit A which is attached hereto and made a part hereof, to **GRANTEE**, and is of the opinion that said easements and right-of-way, upon satisfaction of the conditions herein provided, are no longer needed for municipal use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the 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, 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 **TWO HUNDRED SEVENTY THOUSAND TWO HUNDRED FIFTEEN AND NO/100 ($270,215.00)**

DOLLARS paid by **GRANTEE**, and the further consideration described in Sections 8, 9, 10, 12 and 13, 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 those certain tracts or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, future effective date and conditions of this ordinance.

SECTION 4. That the 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 Development Services - 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 for all intents and purposes made a part hereof.

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 quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold the City of Dallas whole and harmless 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 areas set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) 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 plat 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 Deed Records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas.

SECTION 10. That the abandonment and quitclaim provided for herein are made subject to and shall not be effective unless and until, **GRANTEE** shall convey by General Warranty Deed to the City of Dallas, within 60 days of the effective date of this ordinance, good, indefeasible and marketable fee simple title insured by an owner's policy of title insurance approved as to form by the City Attorney to certain properties located in City Blocks A/1502 and F/1502 containing a total of approximately 87 square feet of land, descriptions of which are attached hereto and made a part hereof as Exhibit C, Tract I and Exhibit C, Tract II. Failure to convey the above described property as set forth shall render this ordinance null and void and of no further effect.

SECTION 11. That this ordinance and properly executed General Warranty Deed, approved as to form by the City Attorney, be forwarded to a title insurance company for closing. Subsequent to closing, all instruments conveying real estate interests to the City of Dallas shall be recorded in the Deed Records of Dallas County, Texas and thereafter returned to the City Secretary for permanent record.

SECTION 12. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall pay all closing costs and title expenses associated with the acquisition of the property described in Section 10 above.

SECTION 13. 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 the abandonment, close, barricade and/or place signs in the areas described in Exhibit A in accordance with detailed plans approved by the Director of

Development Services. **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 Development Services.

SECTION 14. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee. Upon receipt of the monetary consideration set forth in Section 2 and 12, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, and the filing of the final replat set forth in Section 9, the Director of Development Services, 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 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 Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 15. 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:
THOMAS P. PERKINS, JR.
City Attorney

BY_____
Assistant City Attorney

THERESA O'DONNELL
Director of Development Services

BY_____
Assistant Director

Passed_____.

Exhibit A – Tract I

15' ALLEY ABANDONMENT
CITY OF DALLAS BLOCK 1502
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING a 6,445 square foot tract of land situated in the James A. Sylvester Survey, Abstract No. 1383, Dallas County Texas and the same being adjacent to Lot 1, Block A/1502 as depicted by plat recorded in Volume 88014, Page 391, Deed Records, Dallas County Texas (D.R.D.C.T.) and also adjacent to Lots 3A and Lots 6A, Block F/1502, Tom Thumb No. 510 Addition as recorded in Volume 2000187, Page 480, D.R.D.C.T. and adjacent to a tract described by deed to Catalina Townhomes Condominiums as recorded in Volume 79180, Page 900, D.R.D.C.T. and being more particularly described by metes and bounds as follows:

BEGINNING at a x–cut found in concrete for the intersection of the southwest right of way line of Cedar Springs Road (60 feet wide) and the northwest right of way line of the herein described 15 foot alley and said corner being the east corner of said Lot 1, Block A/1502 from which an x–cut found on a concrete wall bears North 47 degrees 49 minutes 00 seconds West, along the south right of way line of Cedar Springs Road 184.99 feet;

THENCE South 44 degrees 12 minutes 03 second East, with said southwest right of way line a distance of 15.15 feet to a pk–nail found in asphalt for the north corner of Lot A, Block F/1502, of said Tom Thumb No. 510 Addition;

THENCE South 45 degrees 39 minutes 30 second West, with the northwest line of said Lot 6A and the southwest line of herein described alley, passing at a distance of 318.95 feet an x–cut found for the west corner of Lot 3A, in said Block F/1502 and continuing a total distance 425.03 to a 5/8 inch iron rod found for corner being in the northeast right of way line of Dickason Avenue (50 feet wide);

THENCE North 47 degrees 49 minutes 00 second West, with said northeast line, a distance of 15.18 feet to a point for corner in the southwest line Lot 1, Block A/1502 extended;

THENCE North 45 degrees 39 minutes 30 second East, with said southwest line and the northwest line of herein described alley passing a PK–nail at 6.12 feet and continuing a total distance of 425.98 feet to the Point of Beginning and containing 6,445 square feet or 0.1480 acres of land.

To all parties interested in premises surveyed:
That, I, Paul E. Mannel, do hereby certify that this survey was made on the ground by me or under my personal supervision and the plat hereon is a true, correct and accurate representation of the property as determined by survey, and conforms to the Minimum Standards of Practice adopted by the Texas Board of Professional Land Surveyors effective September 1, 1992. This property is subject to all easements of record.

STATE OF TEXAS
REGISTERED
PAUL E. MANNEL
5533
PROFESSIONAL
LAND SURVEYOR

Paul E. Mannel

Paul E. Mannel
Registered Professional Land Surveyor No. 5533

REVIEWED BY RMC 11/15/06 SPRC 830

10-5-06

JOB NO. 757–19
Scale: 1" = 60'
Date: Oct. 05, 2006

VILBIG & ASSOCIATES, INC.
Consulting Engineers & Surveyors
10132 Monroe Drive Dallas, Texas 75229
214–352–7333

CM.....CONTROLING MONUMENT

IRF.....Iron Rod Found

IRS.....Set 1/2" Iron Rod with cap marked RPLS 3989

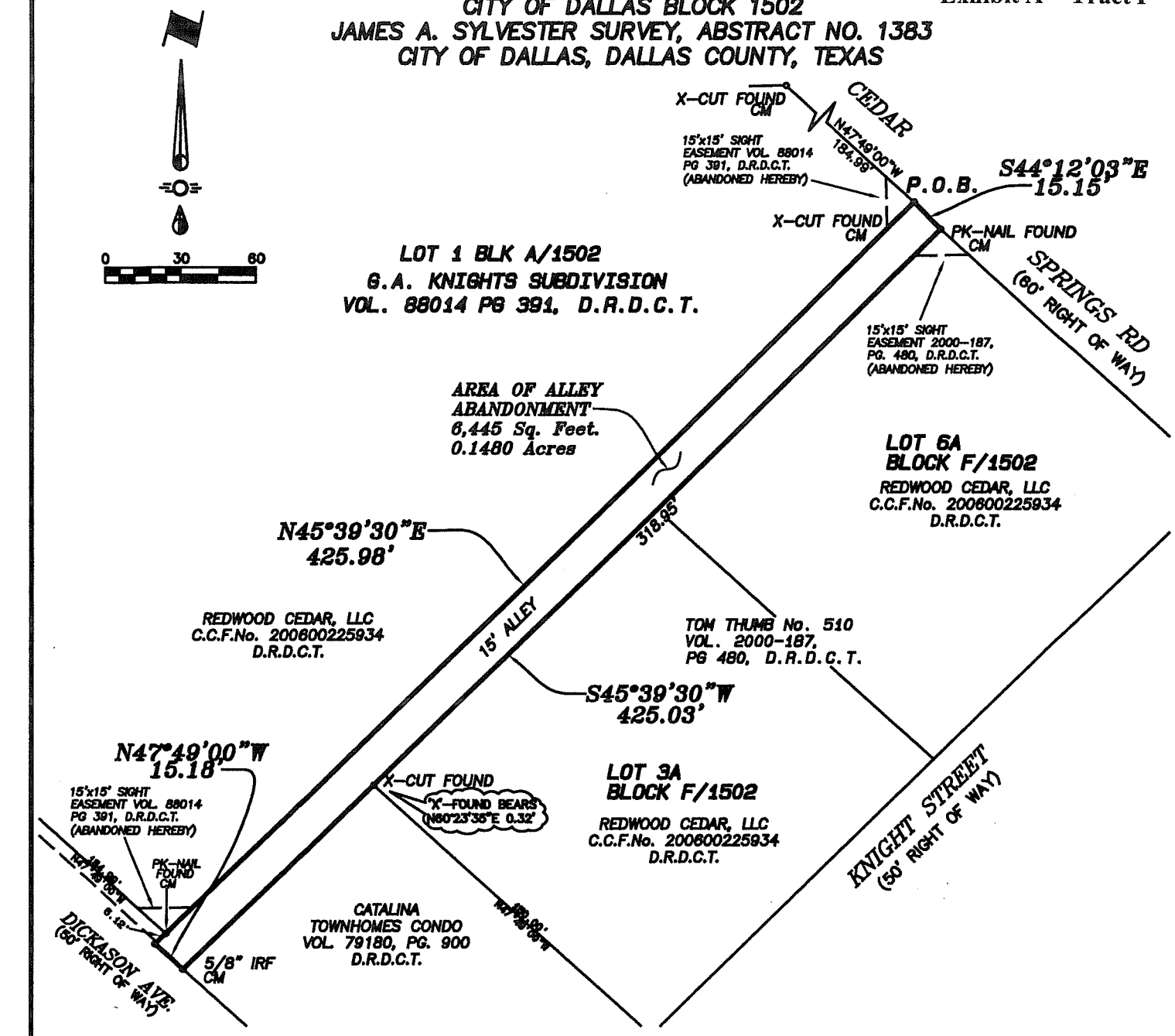
BASIS OF BEARING:

The southwest right of way line of Cedar Springs Road as depicted by a Replat of Block A/1502 and Block F/1502 out of the G.A Knights Sub. as Recorded in Volume 88014, Page 391, D.R.D.C.T.

NOTE:
Surveyor has not abstracted subject property.

Exhibit A – Tract I

15' ALLEY ABANDONMENT
CITY OF DALLAS BLOCK 1502
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS



To all parties interested in premises surveyed:
That, I, Paul E. Mannel, do hereby certify that this survey was made on the ground by me or under my personal supervision and the plat hereon is a true, correct and accurate representation of the property as determined by survey, and conforms to the Minimum Standards of Practice adopted by the Texas Board of Professional Land Surveyors effective September 1, 1992. This property is subject to all easements of record.

CM.....CONTROLING MONUMENT

IRF.....Iron Rod Found

IRS.....Set 1/2" Iron Rod with cap marked RPLS 3989

STATE OF TEXAS REGISTERED PAUL E. MANNEL 5533 PROFESSIONAL LAND SURVEYOR

Paul E. Mannel
Registered Professional Land Surveyor No. 5533

REVIEWED BY RME 11/15/06 SPRG 830

10-5-06

JOB NO. 757-19
Scale: 1" = 60'
Date: Oct. 05, 2006

VILBIG & ASSOCIATES, INC.
Consulting Engineers & Surveyors
10132 Monroe Drive Dallas, Texas 75229
214-352-7333

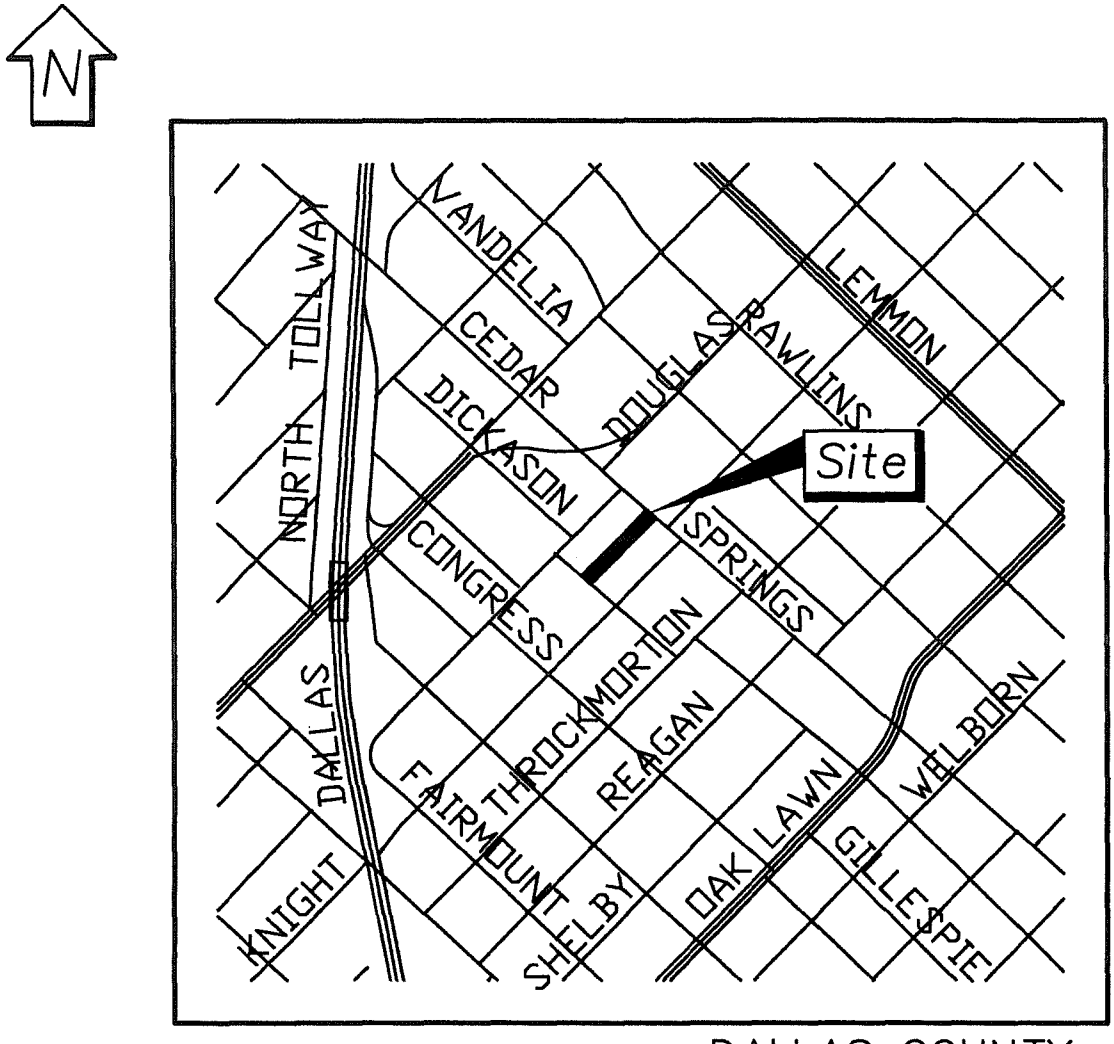
BASIS OF BEARING:

The southwest right of way line of Cedar Springs Road as depicted by a Replat of Block A/1502 and Block F/1502 out of the G.A Knights Sub. as Recorded in Volume 88014, Page 391, D.R.D.C.T.

NOTE:
Surveyor has not abstracted subject property.

15' ALLEY ABANDONMENT
CITY OF DALLAS BLOCK 1502
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

Exhibit A – Tract I



DALLAS COUNTY
MAPSCO 35–W

VICINITY MAP

(NOT TO SCALE)

LEGEND

TO BE ABANDONED

TO REMAIN

REVIEWED BY RME 11/15/06 SPRG 830

EXHIBIT A-TRACT 2

15' X 15' ALLEY SIGHT EASEMENT ABANDONMENT

CITY OF DALLAS BLOCK A/1502
LOT 1, REPLAT OF BLOCK A/1502 AND PART OF BLOCK F/1502 OUT OF THE G.A. KNIGHTS SUBDIVISION (UNRECORDED) AND THE SUBDIVISION OF PART OF BLOCK 1502
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

LEGAL DESCRIPTION

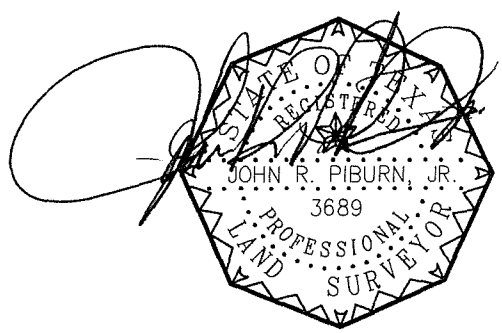
BEING a 112 square foot tract of land situated in the James A. Sylvester Survey, Abstract Number 1383, Dallas County, Texas, same being a portion of Lot 1, Block A/1502 of REPLAT OF BLOCK A/1502 AND PART OF BLOCK F/1502 OUT OF THE G.A. KNIGHTS SUBDIVISION (UNRECORDED) AND THE SUBDIVISION OF PART OF BLOCK 1502, an addition to the City of Dallas according to the plat thereof recorded in Volume 88014, Page 391, Deed Records, Dallas County, Texas, same being all of that certain called 15 foot by 15 foot Alley Sight Easement, as shown on said REPLAT, and also being a portion of that certain tract of land described to Redwood Cedar, LLC according to Special Warranty Deed recorded in Instrument No. 200600225934, Deed Records, Dallas County, Texas, said 112 square foot tract of land being more particularly described in metes and bounds as follows:

BEGINNING at an "X" cut in concrete found (control monument) for the most easterly corner of said Lot 1, Block A/1502, and bearing S 47°49'00" E, a distance of 185.00 feet from an "X" cut in concrete found (control monument) for the most northerly corner of said Lot 1, Block A/1502, same being the most northerly corner of a 15 foot alley adjacent to said Lot 1, Block A/1502 as depicted in the aforementioned REPLAT, recorded in Volume 88014, Page 391, Deed Records, Dallas County, Texas and also adjacent to Lots 3A and 6A, Block F/1502, Tom Thumb No. 510 Addition as recorded in Volume 2000187, Page 480, Deed Records, Dallas County, Texas, same also being adjacent to said Catalina Townhomes Condominiums, said corner also being in the southwesterly line of Cedar Springs Road (60' R.O.W.);

THENCE S 45°38'17" W, departing said Cedar Springs Road and along the northwesterly line of said 15 foot alley, for a distance of 15.00 feet;

THENCE N 01°04'45" W, for a distance of 20.56 feet to the southwesterly line of said Cedar Springs Road;

THENCE S 47°49'00" E, along said southwesterly line of said Cedar Springs Road, for a distance of 15.00 feet to the POINT OF BEGINNING, and containing 112 square feet or 0.003 acres of land.



BASIS OF BEARINGS: Southwest R.O.W. line of Cedar Springs Road as shown in the G.A. Knights Subdivision replat recorded in Volume 88014, Page 391, D.R.D.C.T.

REVIEWED BY
08.31.2007

(For SPRG use only)
Reviewed By: _____
Date: _____
SPRG NO.: _____

PIBURN & PARTNERS, LLC
3445 Highland Rd. – Suite 205
Dallas, Texas 75228
ph: (214) 328-3500 fax: (214) 328-3512
email@metrosurveyor.com

DATE: 08/27/2007
Project No. 06203

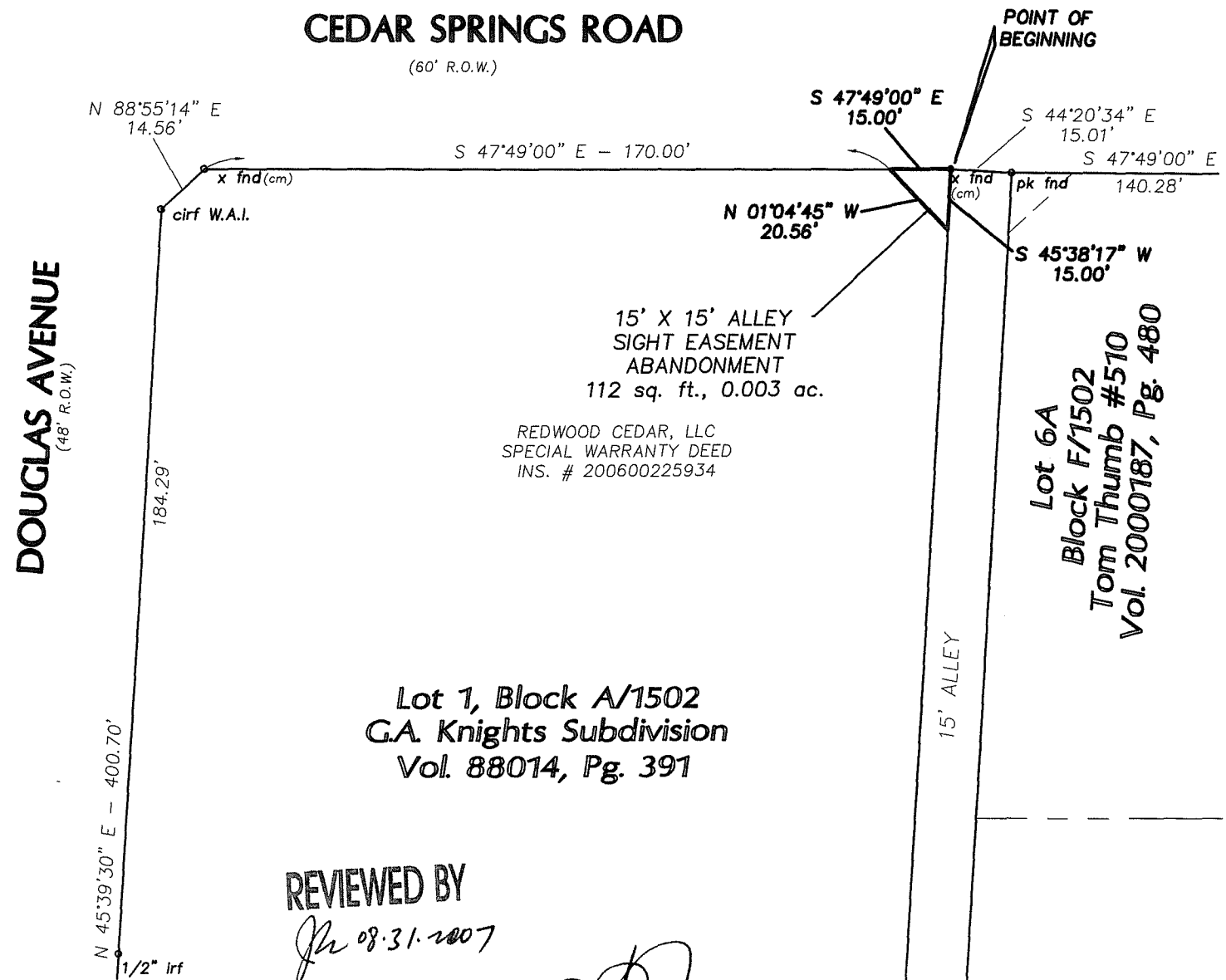
EXHIBIT A-TRACT 2

15' X 15' ALLEY SIGHT EASEMENT ABANDONMENT

CITY OF DALLAS BLOCK A/1502
LOT 1, REPLAT OF BLOCK A/1502 AND PART OF BLOCK F/1502 OUT OF THE G.A. KNIGHTS SUBDIVISION (UNRECORDED) AND THE SUBDIVISION OF PART OF BLOCK 1502 JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE: 1" = 40'

Lot 1A, Block 3/1501
Kroger Oak Lawn Addition
Vol. 96243, Pg. 1212



REVIEWED BY
08.31.2007

BASIS OF BEARINGS: Southwest R.O.W. line of Cedar Springs Road as shown in the G.A. Knights Subdivision replat recorded in Volume 88014, Page 391, D.R.D.C.T.

LEGEND:
CM = controlling monument

(For SPRG use only)
Reviewed By: _____
Date: _____
SPRG NO.: _____

STATE OF TEXAS
REGISTERED
JOHN R. PIBURN, JR.
3689
PROFESSIONAL LAND SURVEYOR

DATE: 08/27/2007
Project No. 06203
Page 2 of 3

PIBURN & PARTNERS, LLC
3445 Highland Rd. – Suite 205
Dallas, Texas 75228
ph: (214) 328-3500 fax: (214) 328-3512

EXHIBIT A-TRACT 2

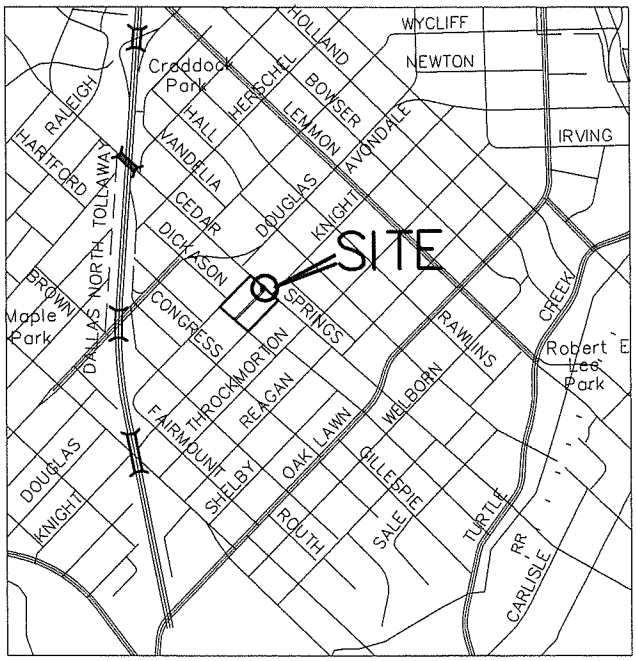
15' X 15' ALLEY SIGHT EASEMENT ABANDONMENT

CITY OF DALLAS BLOCK A/1502
LOT 1, REPLAT OF BLOCK A/1502 AND PART OF BLOCK F/1502 OUT OF THE G.A. KNIGHTS SUBDIVISION (UNRECORDED) AND THE SUBDIVISION OF PART OF BLOCK 1502
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

VICINITY MAP

(not to scale)

North



MAPSCO 35-W

REVIEWED BY
08.31.2007

(For SPRG use only)	
Reviewed By:	
Date:	
SPRG NO.:	

DATE: 08/27/2007
Project No. 06203

PIBURN & PARTNERS, LLC
3445 Highland Rd. – Suite 205
Dallas, Texas 75228
ph: (214) 328-3500 fax: (214) 328-3512
email@m[illegible]urveyor.com

EXHIBIT A-TRACT 3

15' X 15' ALLEY SIGHT EASEMENT ABANDONMENT

EXHIBIT A-TRACT 3

CITY OF DALLAS BLOCK F/1502
LOT 6A, BLOCK F/1502, TOM THUMB No. 510 ADDITION
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

LEGAL DESCRIPTION

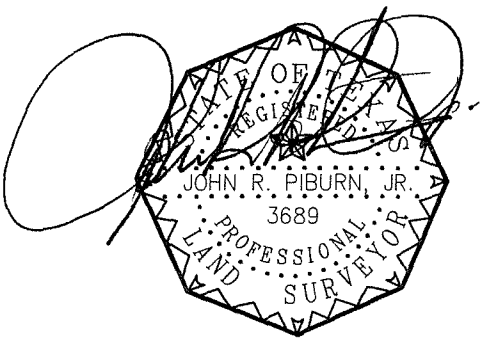
BEING a 112 square foot tract of land in the James A. Sylvester Survey, Abstract Number 1383, Dallas County, Texas, same being all of that certain 15 foot by 15 foot "Alley Site Easement", as depicted in TOM THUMB NO. 510 ADDITION, an addition to the City of Dallas, as recorded in Volume 2000187, Page 480, Deed Records, Dallas County, Texas, same also being a portion of Lot 6A, Block F/1502 of said Tom Thumb Addition, and further being a portion of that tract of land described to Redwood Cedar, LLC. by Special Warranty Deed recorded in Instrument No. 200600225934, Official Public Records, Dallas County, Texas, said 112 square foot tract being more particularly described in metes and bounds as follows:

BEGINNING at a "pk" nail found for the northeasterly corner of said Lot 6A, from which a capped iron rod marked "W.A.I." found for the most easterly northeast corner of said Lot 6A (controlling monument) bears S 47°49'00" E, a distance of 145.29 feet, said "pk" nail also being in the southwesterly line of Cedar Springs Road (60' R.O.W.) and the southeasterly line of a 15 foot alley;

THENCE S 47°49'00" E, along said southwesterly line of Cedar Springs Road, for a distance of 15.01 feet;

THENCE S 88°55'15" W, departing said southwesterly line, for a distance of 21.85 feet to the southeasterly line of said 15 foot alley;

THENCE N 45°38'17" E, along said southeasterly line, for a distance of 15.00 feet to the POINT OF BEGINNING, and containing 112 square feet or 0.003 acres of land.



REVIEWED BY
08.31.2007

BASIS OF BEARINGS: Southwest R.O.W. line of Cedar Springs Road as shown in the G.A. Knights Subdivision replat recorded in Volume 88014, Page 391, D.R.D.C.T.

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Reviewed By:	
Date:	
SPRG NO.:	

DATE: 08/27/2007
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Dallas, Texas 75228
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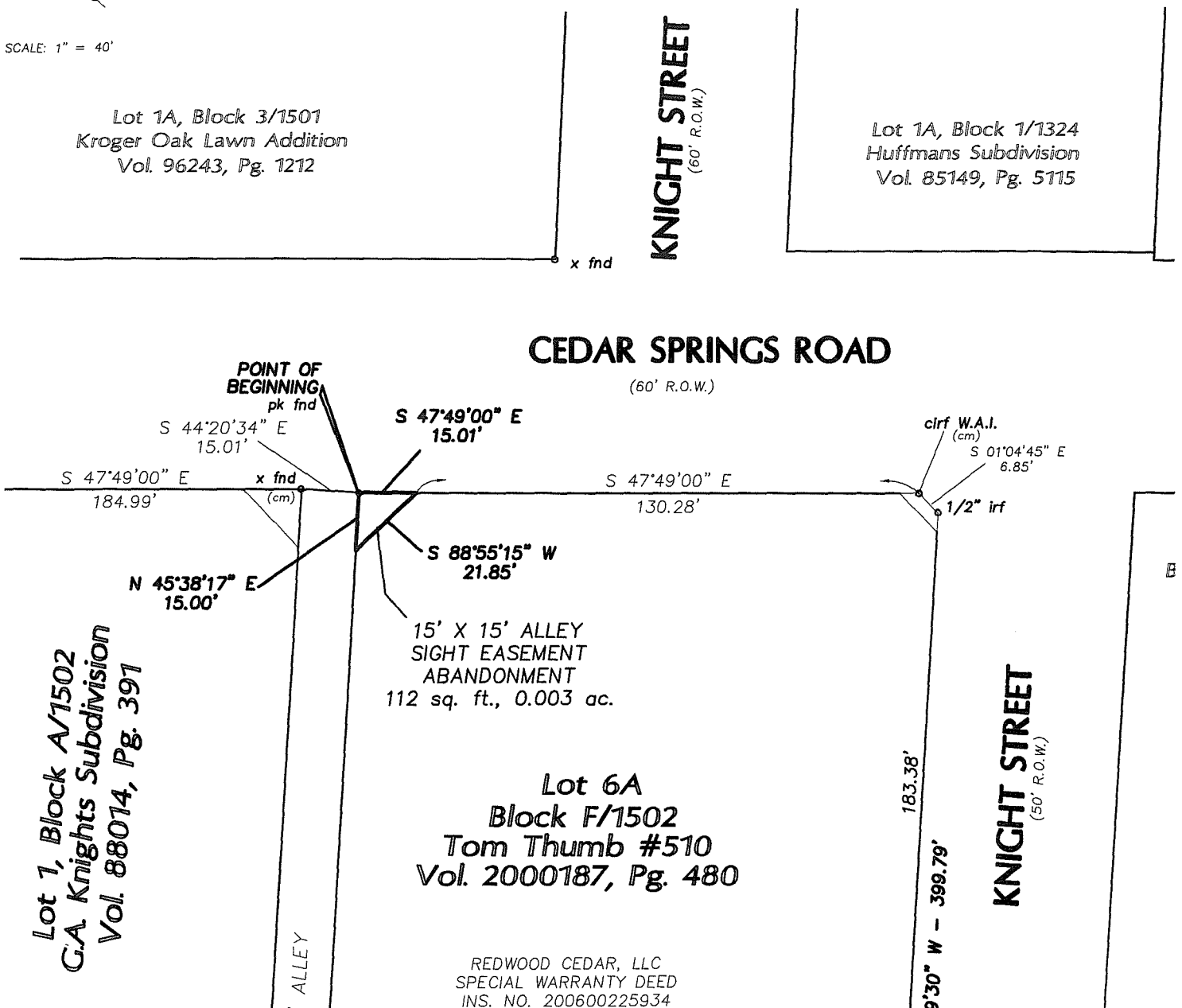
email@metrosurveyor.com

15' X 15' ALLEY SIGHT EASEMENT ABANDONMENT

EXHIBIT A-TRACT 3

CITY OF DALLAS BLOCK F/1502
LOT 6A, BLOCK F/1502, TOM THUMB No. 510 ADDITION
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE: 1" = 40'



REVIEWED BY
08.31.2007

BASIS OF BEARINGS: Southwest R.O.W. line of Cedar Springs Road as shown in the G.A. Knights Subdivision replat recorded in Volume 88014, Page 391, D.R.D.C.T.

LEGEND:
CM = controlling monument

(For SPRG use only)
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Date: _____
SPRG NO.: _____

STATE OF TEXAS
REGISTERED
JOHN R. PIBURN, JR.
3689
PROFESSIONAL
LAND SURVEYOR

DATE: 08/27/2007
Project No. 06203
Page 2 of 3

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EXHIBIT A-TRACT 3

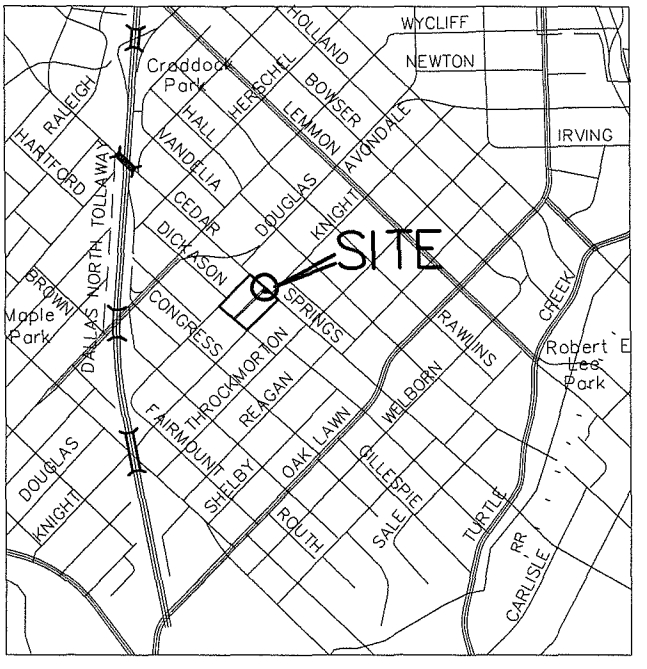
15' X 15' ALLEY SIGHT EASEMENT ABANDONMENT

CITY OF DALLAS BLOCK F/1502
LOT 6A, BLOCK F/1502, TOM THUMB No. 510 ADDITION
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

VICINITY MAP

(not to scale)

North



MAPSCO 35-W

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08.31.2007

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Date:	
SPRG NO.:	

DATE: 08/27/2007
Project No. 06203
Page 3 of 3

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ph: (214) 328-3500 fax: (214) 328-3512
email@metrosurveyor.com

EXHIBIT A-TRACT 4

15' X 15' ALLEY SIGHT EASEMENT ABANDONMENT

CITY OF DALLAS BLOCK A/1502
LOT 1, REPLAT OF BLOCK A/1502 AND PART OF BLOCK F/1502 OUT OF THE G.A. KNIGHTS SUBDIVISION (UNRECORDED) AND THE SUBDIVISION OF PART OF BLOCK 1502
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

LEGAL DESCRIPTION

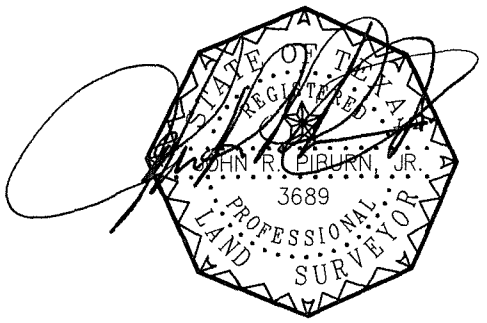
BEING a 112 square foot tract of land situated in the James A. Sylvester Survey, Abstract Number 1383, Dallas County, Texas, same being a portion of Lot 1, Block A/1502 of REPLAT OF BLOCK A/1502 AND PART OF BLOCK F/1502 OUT OF THE G.A. KNIGHTS SUBDIVISION (UNRECORDED) AND THE SUBDIVISION OF PART OF BLOCK 1502, an addition to the City of Dallas according to the plat thereof recorded in Volume 88014, Page 391, Deed Records, Dallas County, Texas, same being all of that certain called 15 foot by 15 foot Alley Sight Easement, as shown on said REPLAT, and also being a portion of that certain tract of land described to Redwood Cedar, LLC according to Special Warranty Deed recorded in Instrument No. 200600225934, Deed Records, Dallas County, Texas, said 112 square foot tract of land being more particularly described in metes and bounds as follows:

BEGINNING at an "X" cut in concrete found for the most southerly corner of said Lot 1, Block A/1502, and being N 46°00'56" W, a distance of 165.08 feet from an "X" cut in concrete found for the east most southwest corner of Block F/1502 (controlling monument), same being in the northwesterly line of a 15 foot alley adjacent to said Lot 1, Block A/1502 as depicted by plat recorded in Volume 88014, Page 391, Deed Records, Dallas County, Texas and also adjacent to Lots 3A and 6A, Block F/1502, Tom Thumb No. 510 Addition as recorded in Volume 2000187, Page 480, Deed Records, Dallas County, Texas, same also being adjacent to said Catalina Townhomes Condominiums, said corner also being in the northeasterly line of Dickason Avenue (Variable R.O.W.);

THENCE N 47°49'00" W, along the northeasterly line of said Dickason Avenue, for a distance of 15.01 feet;

THENCE N 88°55'15" E, for a distance of 21.85 feet to the northwesterly line of the aforementioned 15 foot alley;

THENCE S 45°38'17" W, along the northwesterly line of said 15 foot alley, for a distance of 15.00 feet to the POINT OF BEGINNING, and containing 112 square feet or 0.003 acres of land.



REVIEWED BY
08.31.2007

BASIS OF BEARINGS: Southwest R.O.W. line of Cedar Springs Road as shown in the G.A. Knights Subdivision replat recorded in Volume 88014, Page 391, D.R.D.C.T.

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Project No. 06203

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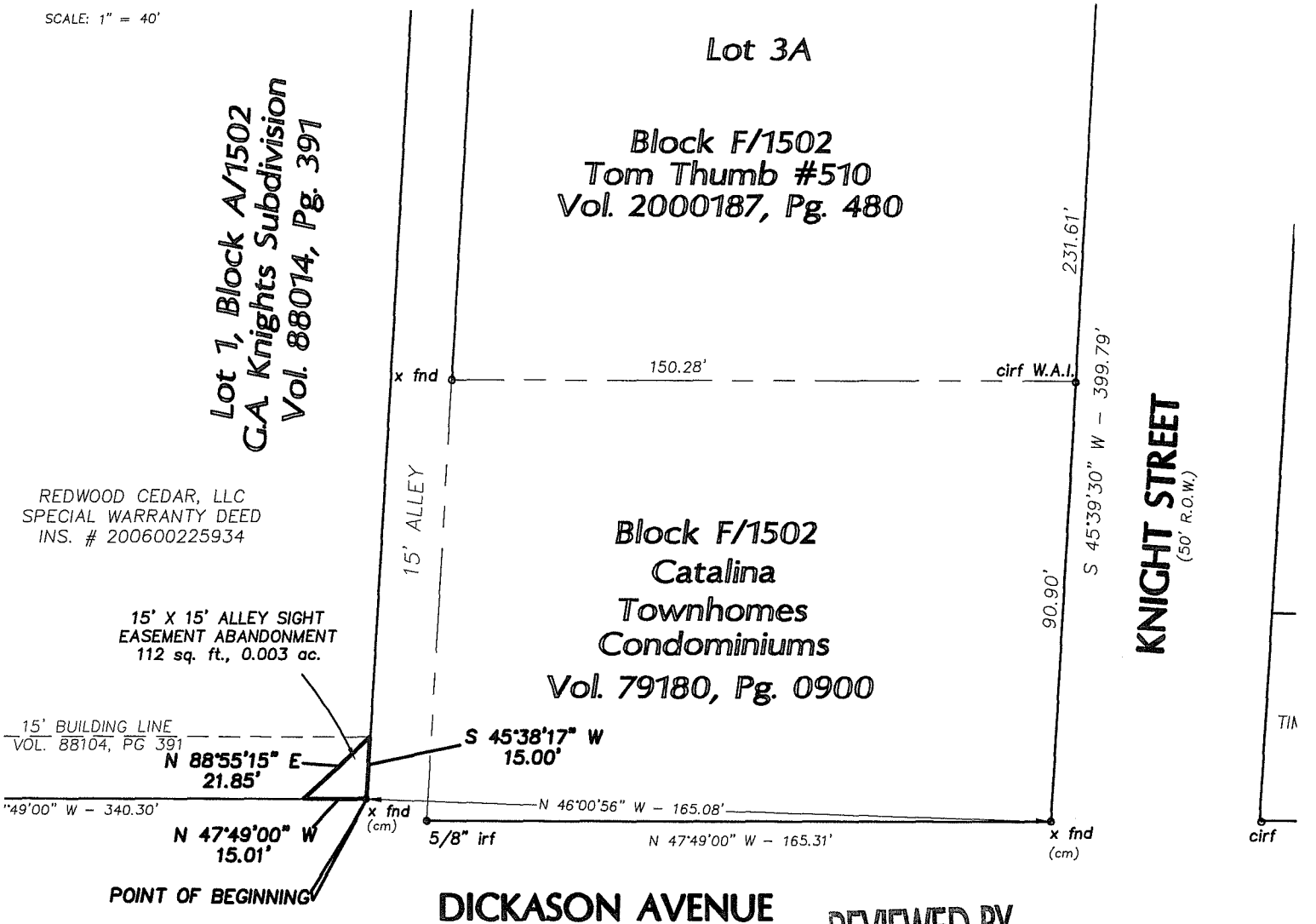
ph: (214) 328-3500 fax: (214) 328-3512
email: [illegible]rveyor.com

EXHIBIT A-TRACT 4

15' X 15' ALLEY SIGHT EASEMENT ABANDONMENT

CITY OF DALLAS BLOCK A/1502
LOT 1, REPLAT OF BLOCK A/1502 AND PART OF BLOCK F/1502 OUT OF THE G.A. KNIGHTS SUBDIVISION (UNRECORDED) AND THE SUBDIVISION OF PART OF BLOCK 1502 JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE: 1" = 40'



REVIEWED BY
08.31.2007

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LEGEND:
CM = controlling monument

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Date: _____
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STATE OF TEXAS
REGISTERED
JOHN R. PIBURN, JR.
3689
PROFESSIONAL
LAND SURVEYOR

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email@metro yor.com

DATE: 08/27/2007
Project No. 06203

EXHIBIT A-TRACT 4

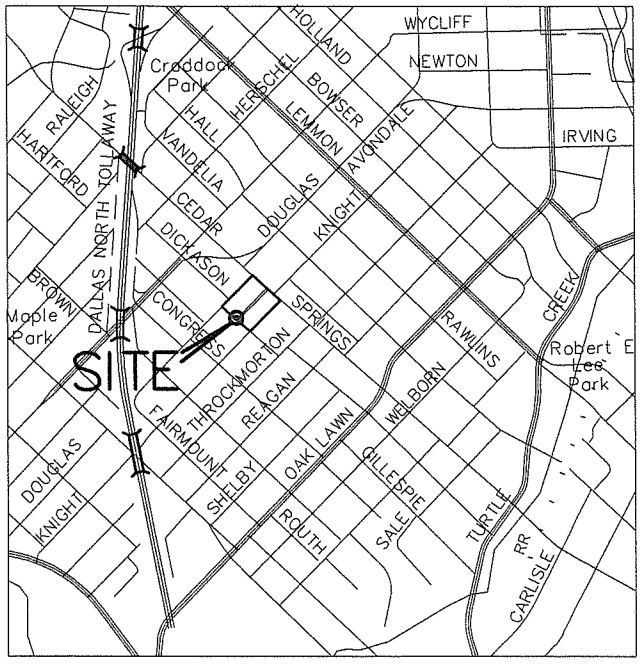
15' X 15' ALLEY SIGHT EASEMENT ABANDONMENT

CITY OF DALLAS BLOCK A/1502
LOT 1, REPLAT OF BLOCK A/1502 AND PART OF BLOCK F/1502 OUT OF THE G.A. KNIGHTS SUBDIVISION (UNRECORDED) AND THE SUBDIVISION OF PART OF BLOCK 1502
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

VICINITY MAP

(not to scale)

North



MAPSCO 35-W

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08.31.2007

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DATE: 08/27/2007
Project No. 06203

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email@metrosurveyor.com

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.

EXHIBIT C TRACT I

10' X 10' CORNER CLIP DEDICATION

CITY OF DALLAS BLOCK F/1502
CATALINA TOWNHOMES CONDOMINIUMS
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

LEGAL DESCRIPTION

BEING a 50 square foot tract of land situated in the James A. Sylvester Survey, Abstract Number 1383, Dallas County, Texas, and being a portion of Block F/1502, CATALINA TOWNHOMES CONDOMINIUMS, a condominium regime recorded in Volume 79180, Page 0900, Deed Records, Dallas County, Texas, and further being a portion of that same tract of land described to Redwood Cedar, LLC. by General Warranty Deed with Vendor's Lien recorded in Instrument No. 20070287621, Deed Records, Dallas County, Texas; said 50 square foot tract being more particularly described in metes and bounds as follows:

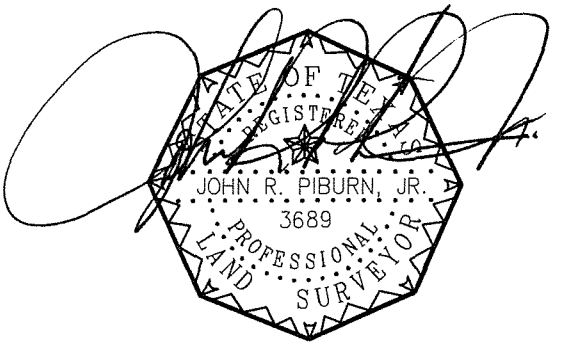
BEGINNING at an "X" cut in concrete found for corner at the most southerly corner of said CATALINA TOWNHOMES CONDOMINIUMS, from which a 5/8" iron rod found (controlling monument) bears N 47°49'00" W, a distance of 150.28 feet, said "X" cut also being the intersection of the northwesterly line of Knight Street (50' R.O.W.) with the northeasterly line of Dickason Avenue (variable R.O.W.);

THENCE N 47°49'00" W, along the northeasterly line of said Dickason Avenue, for a distance of 10.00 feet;

THENCE N 88°55'15" E, for a distance of 14.56 feet to the northwesterly line of aforementioned Knight Street;

THENCE S 45°39'30" W, along the northwesterly line of said Knight Street, for a distance of 10.00 feet to the POINT OF BEGINNING, and containing 50 square feet or 0.001 acres of land.

REVIEWED BY
08.31.2007



BASIS OF BEARINGS: Southwest R.O.W. line of Cedar Springs Road as shown in the G.A. Knights Subdivision replat recorded in Volume 88014, Page 391, D.R.D.C.T.

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Date:	
SPRG NO.:	

DATE: 08/27/2007
Project No. 06203

PIBURN & PARTNERS, LLC
3445 Highland Rd. – Suite 205
Dallas, Texas 75228
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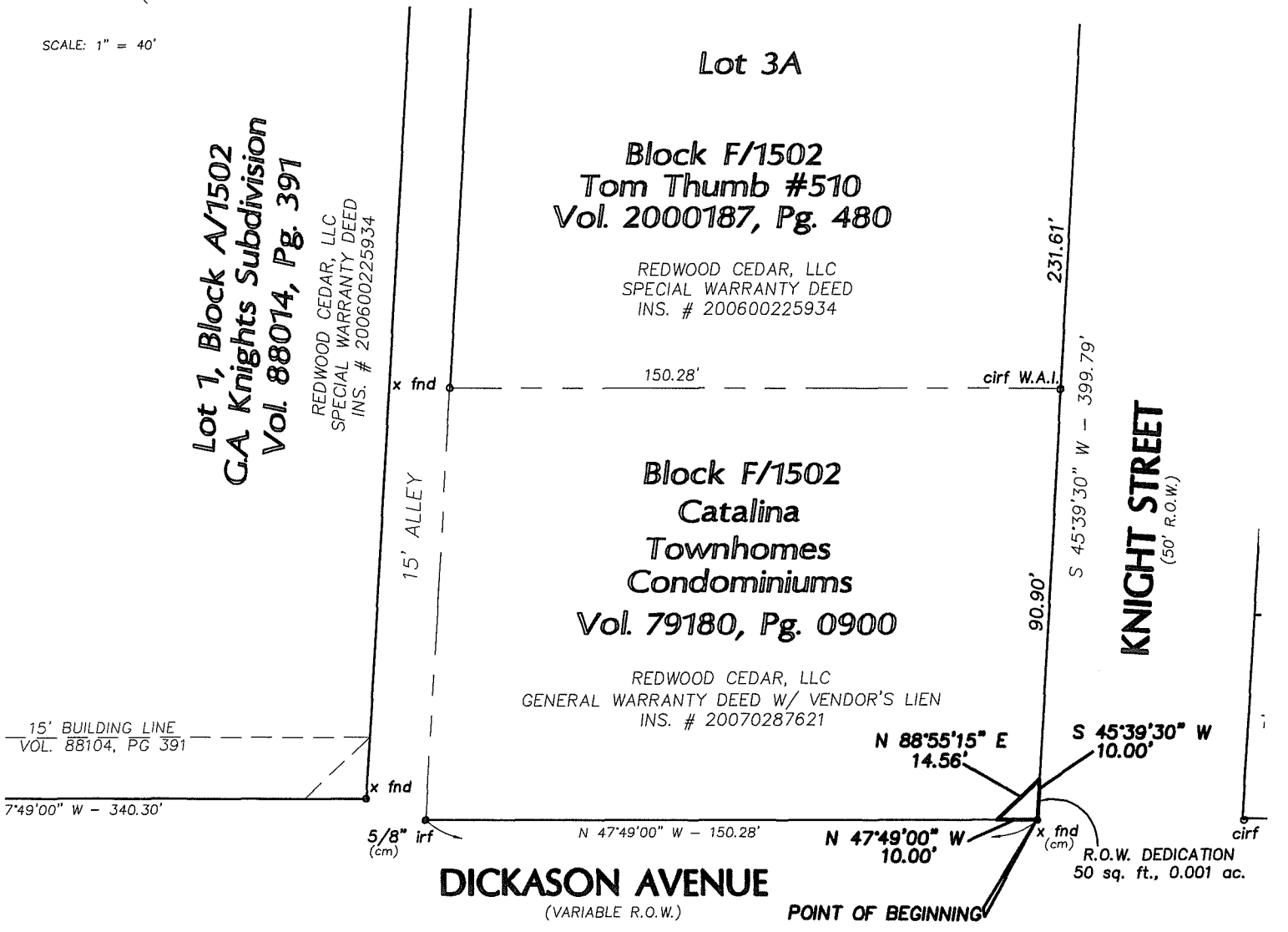
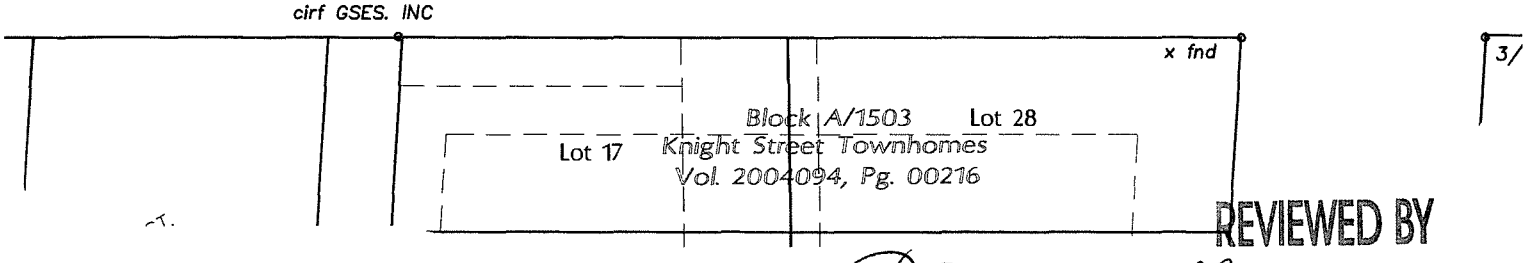
email@metrosurveyor.com

10' X 10' CORNER CLIP DEDICATION

CITY OF DALLAS BLOCK F/1502
CATALINA TOWNHOMES CONDOMINIUMS
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE: 1" = 40'





REVIEWED BY
08.31.2007

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LEGEND:
CM = controlling monument

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STATE OF TEXAS
REGISTERED
JOHN R. PIBURN, JR.
3689
PROFESSIONAL
LAND SURVEYOR

DATE: 08/27/2007
Project No. 06203

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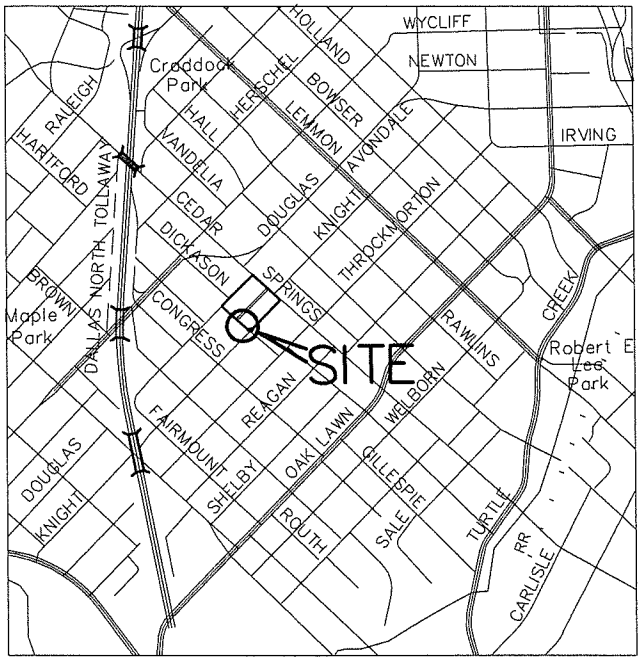
10' X 10' CORNER CLIP DEDICATION

CITY OF DALLAS BLOCK F/1502
CATALINA TOWNHOMES CONDOMINIUMS
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

VICINITY MAP

(not to scale)

North



MAPSCO 35-W

REVIEWED BY
08.31.2007

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SPRG NO.:	

DATE: 08/27/2007
Project No. 06203

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EXHIBIT C TRACT II

CORNER CLIP DEDICATION

CITY OF DALLAS BLOCK F/1502
LOT 6A, BLOCK F/1502, TOM THUMB No. 510 ADDITION
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

LEGAL DESCRIPTION

BEING a 37 square foot tract of land situated in the James A. Sylvester Survey, Abstract Number 1383, Dallas County, Texas, same being a portion of Lot 6A, Block F/1502, Tom Thumb No. 510 Addition, an addition to the City of Dallas according to the plat thereof recorded in Volume 2000187, Page 480, Deed Records, Dallas County, Texas, and also being a portion of that certain tract of land described to Redwood Cedar, LLC according to Special Warranty Deed recorded in Instrument No. 200600225934, Deed Records, Dallas County, Texas, said 37 square foot tract being more particularly described in metes and bounds as follows:

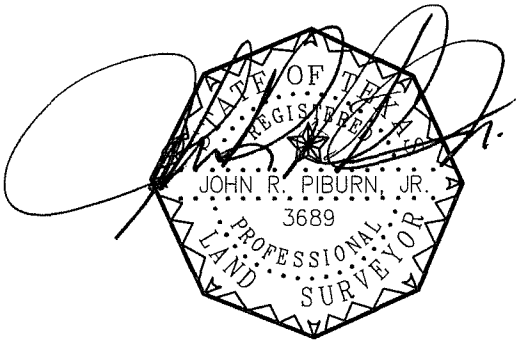
BEGINNING at a 1/2" iron rod found (controlling monument) for the most easterly corner of said Lot 6A, same being in the northwesterly line of Knight Street (50' R.O.W.) at the southern most point of a 5 foot corner clip at the intersection of said northwesterly line with the southwesterly line of Cedar Springs Road (60' R.O.W.);

THENCE S 45°39'30" W, along the northwesterly line of said Knight Street and the southeasterly line of said Lot 6A, for a distance of 5.00 feet;

THENCE N 01°04'45" W, for a distance of 13.71 feet to the southwesterly line of aforementioned Cedar Springs Road;

THENCE S 47°49'00" E, along the southwesterly line of said Cedar Springs Road, for a distance of 5.00 feet to a capped iron rod found for corner at the most northerly point of the aforementioned 5 foot corner clip, from which a "PK" nail found (controlling monument), bears N 47°49'00" W, a distance of 145.29 feet;

THENCE S 01°04'45" E, along the westerly line of said corner clip, for a distance of 6.85 feet to the POINT OF BEGINNING, and containing 37 square feet or 0.0008 acres of land.



BASIS OF BEARINGS: Southwest R.O.W. line of Cedar Springs Road as shown in the G.A. Knights Subdivision replat recorded in Volume 88014, Page 391, D.R.D.C.T.

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08.31.2007

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ph: (214) 328-3500 fax: (214) 328-3512
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CORNER CLIP DEDICATION

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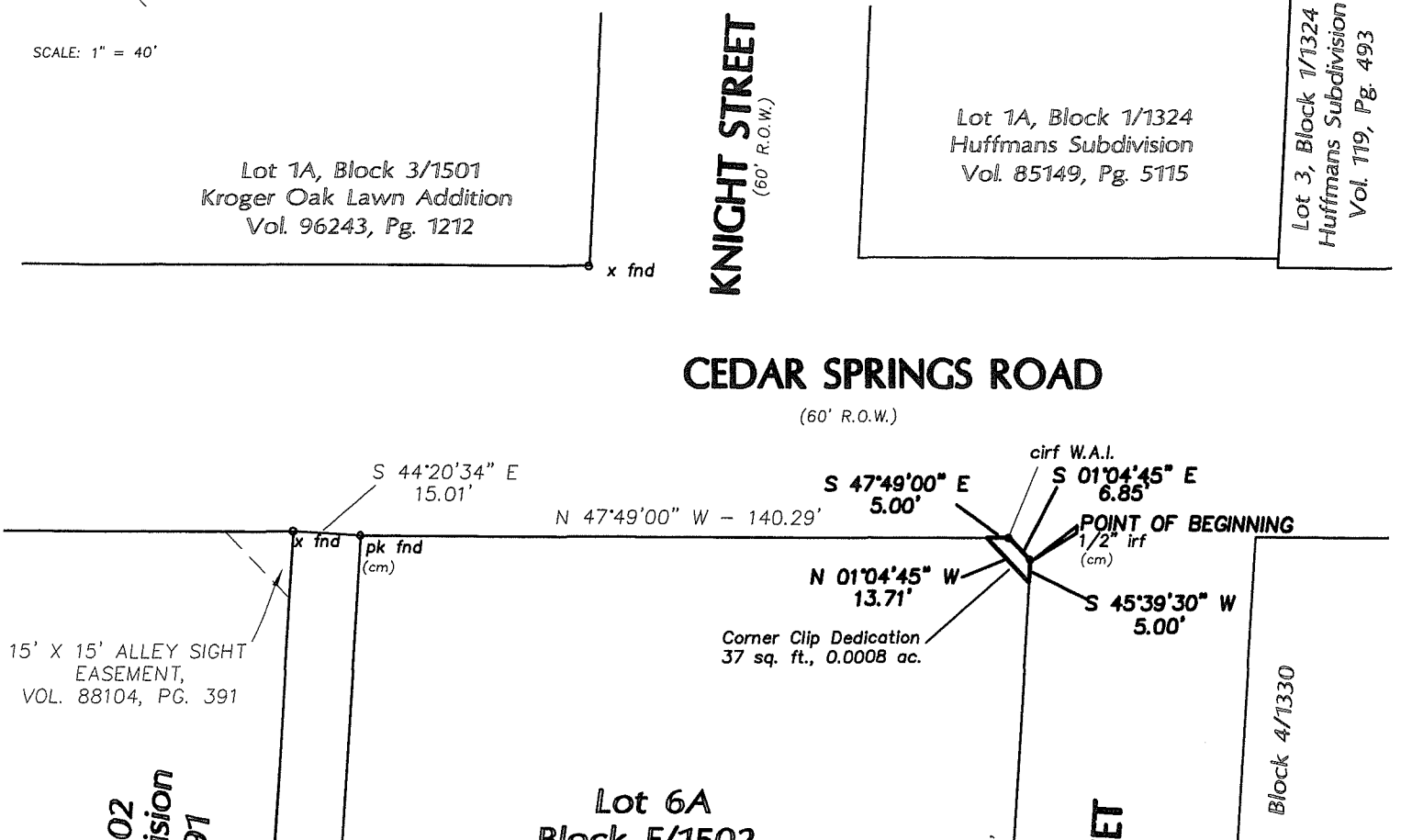
LOT 6A, BLOCK F/1502, TOM THUMB No. 510 ADDITION
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE: 1" = 40'



REVIEWED BY
JR 08.31.2007

BASIS OF BEARINGS: Southwest R.O.W. line of Cedar Springs Road as shown in the G.A. Knights Subdivision replat recorded in Volume 88014, Page 391, D.R.D.C.T.

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Date: _____
SPRG NO.: _____

STATE OF TEXAS
REGISTERED
JOHN R. PIBURN, JR.
3689
PROFESSIONAL
LAND SURVEYOR

LEGEND:
CM = controlling monument

PIBURN & PARTNERS, LLC
3445 Highland Rd. - Suite 205
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ph: (214) 328-3500 fax: (214) 328-3512
email@metrosurveyor.com

DATE: 08/27/2007
Project No. 06203

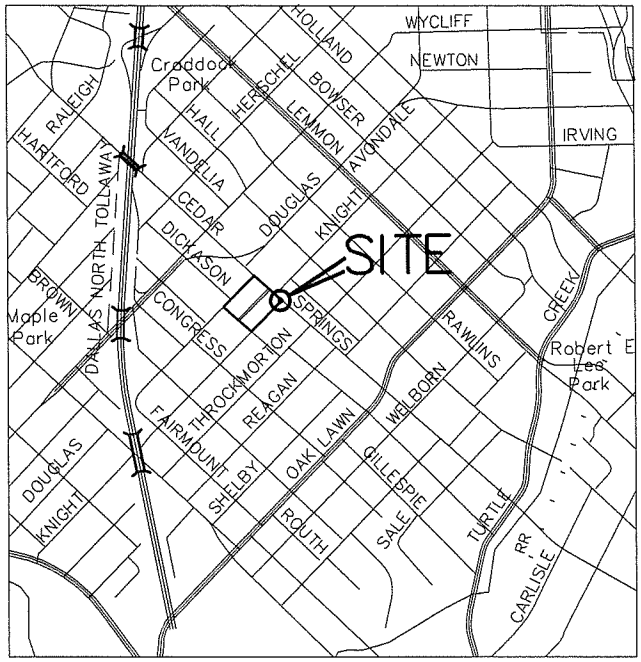
CORNER CLIP DEDICATION

CITY OF DALLAS BLOCK F/1502
LOT 6A, BLOCK F/1502, TOM THUMB No. 510 ADDITION
JAMES A. SYLVESTER SURVEY, ABSTRACT NO. 1383
CITY OF DALLAS, DALLAS COUNTY, TEXAS

VICINITY MAP

(not to scale)

North



MAPSCO 35–W

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08.31.2007

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Date: _____
SPRG NO.: _____

DATE: 08/27/2007
Project No. 06203

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urveyor.com

ADDENDUM ITEM # 6

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 2, 14

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 34R

SUBJECT

An ordinance abandoning portions of alleys to Cityville Oak Park Limited Partnership, the abutting owner, containing a total of approximately 7,765 square feet of land located near the intersection of Bowser and Mahanna Streets and authorizing the quitclaim – Revenue: $207,714 plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of portions of alleys to Cityville Oak Park Limited Partnership, the abutting owner. The areas to be abandoned will be included with the property of the abutting owner to construct a 4-story development with 372 multifamily units and 18,500 square feet of ground floor retail space. The abandonment fee is based on an independent appraisal.

Notices were sent to 48 property owners located within 300 feet of the proposed abandonment areas. There were no responses received in opposition to this request.

This transaction is consistent with the recommendations of the Real Estate Task Force.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: $207,714 plus the $20 ordinance publication fee

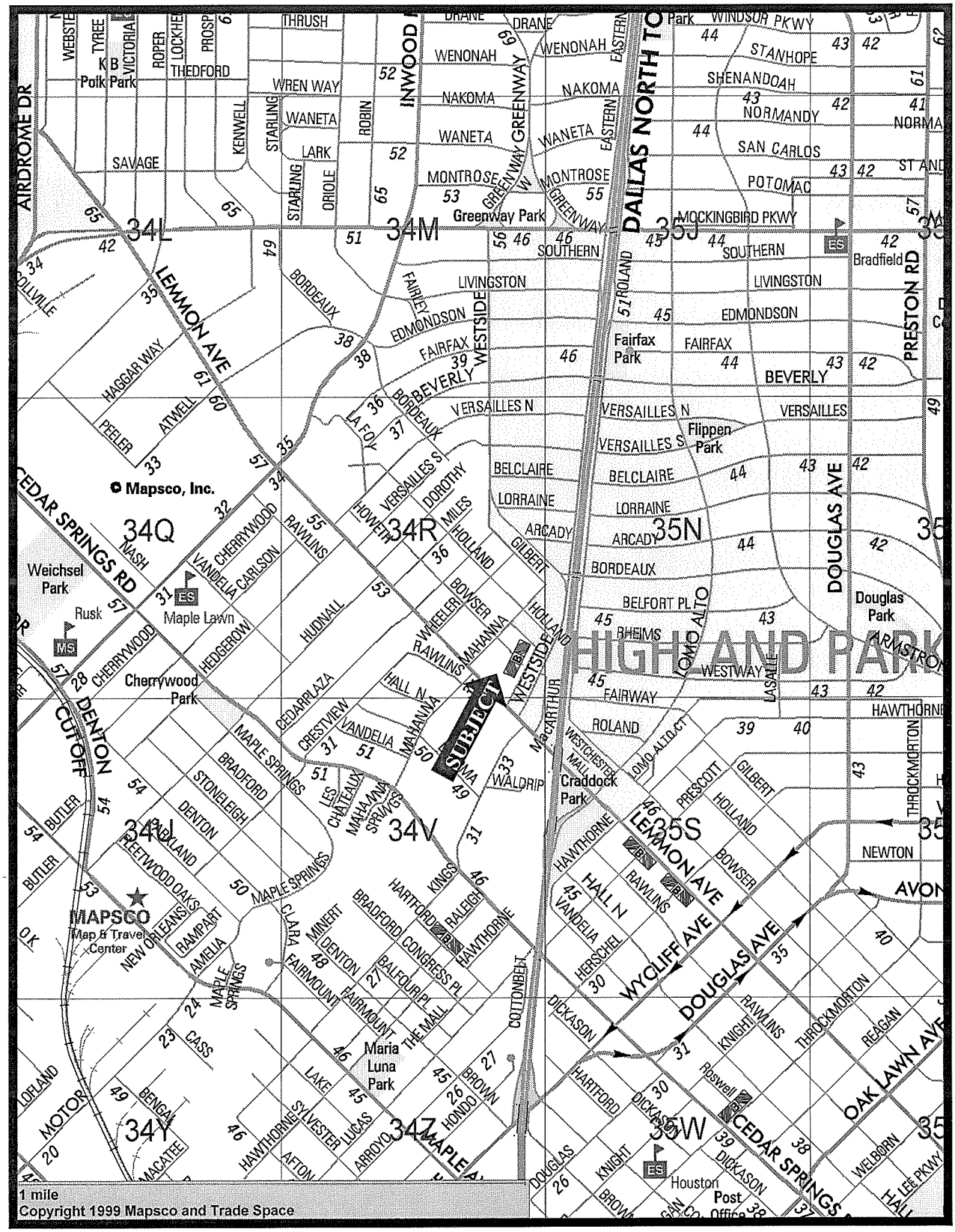
OWNER

Cityville Oak Park Limited Partnership

Cityville Oak Park GP, L.L.C., General Partner
Cityville Partners, L.L.C., Sole Member
Inland American Communities Group, Inc., Sole Member
Steven R. Utley, President

MAPS

Attached


HIGHLAND PARK
SUBJECT
34L
34M
34Q
34R
34U
34V
34Y
34Z
35J
35N
35S
35W
DALLAS NORTH TO
LEMMON AVE
CEDAR SPRINGS RD
DENTON CUTOFF
DOUGLAS AVE
WYCLIFF AVE
OAK LAWN AVE
PRESTON RD
INWOOD
GREENWAY
WESTSIDE
AIRDROME DR
Greenway Park
Fairfax Park
Flippen Park
Douglas Park
Cherrywood Park
Weichsel Park
Maple Lawn
Maria Luna Park
Craddock Park
Houston Post Office
Bradfield
Rusk
Roswell
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Map & Travel Center
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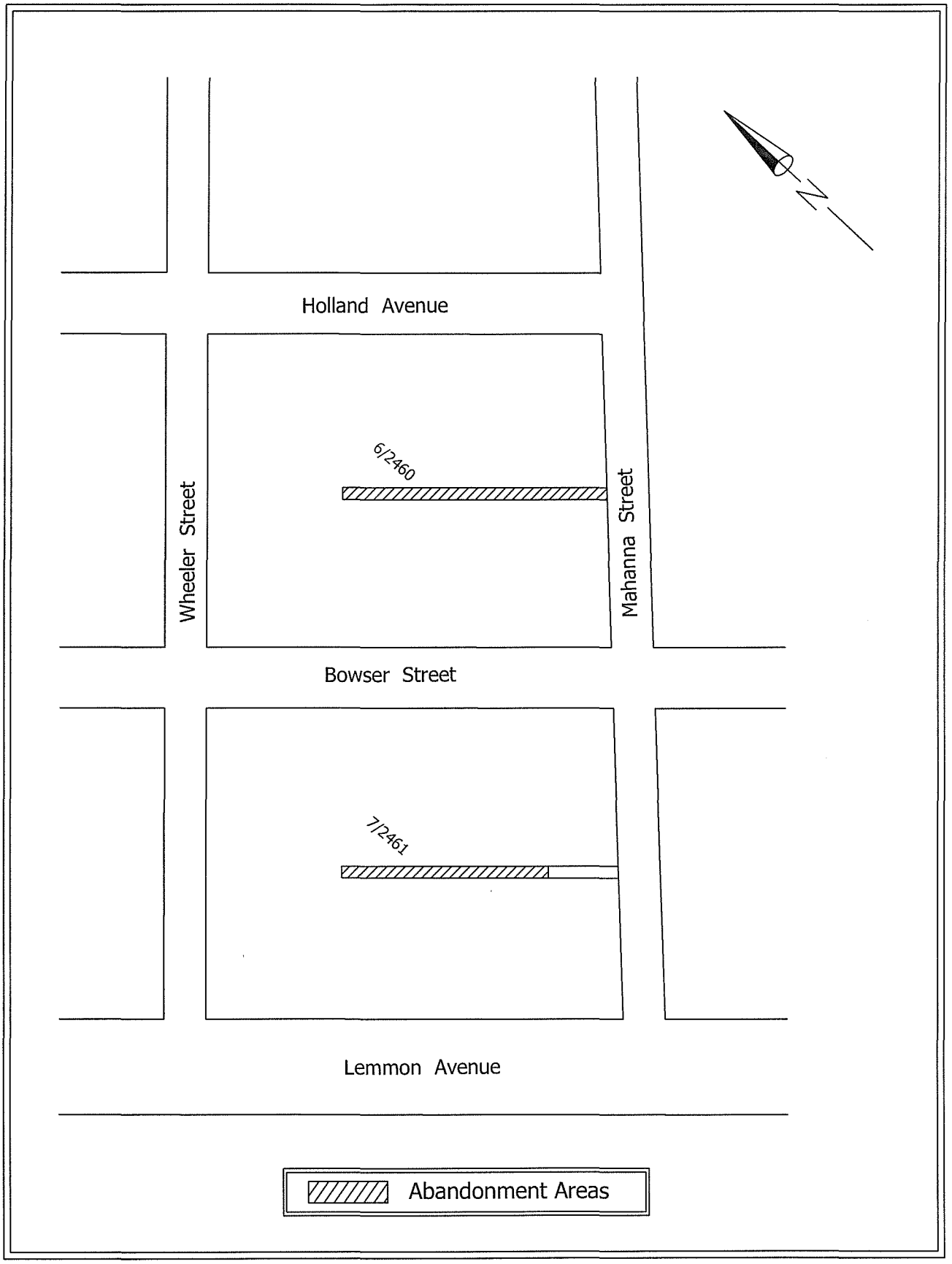
MAPSCO 34R


Holland Avenue
Wheeler Street
6/2460
Mahanna Street
Bowser Street
7/2461
Lemmon Avenue
N
Abandonment Areas

ORDINANCE NO. _____

An ordinance providing for the abandonment of portions of alleys located in City Blocks 6/2460 and 7/2461 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Cityville Oak Park Limited Partnership; 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; providing for the waiver of certain provisions of the Dallas Development Code; 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 Cityville Oak Park Limited Partnership, an Illinois limited partnership, 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 alleys 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 those certain provisions of Section 51A-8.507(b) of the Dallas Development Code regarding dead-end alleys, to the extent not required by state law or City Charter, are hereby waived with respect to this ordinance.

SECTION 2. That the tracts of land described in Exhibit A, which is attached hereto and made a part hereof, 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 3. That for and in monetary consideration of the sum of **TWO HUNDRED SEVEN THOUSAND SEVEN HUNDRED FOURTEEN AND NO/100 ($207,714.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 9, 10 and 11, 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 those certain tracts or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 4. That upon payment of the monetary consideration set forth in Section 3, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 5. That the City Controller is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 3 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Development Services - 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 6. 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 for all intents and purposes made a part hereof.

SECTION 7. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 8. 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 9. 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 the City of Dallas whole and harmless 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 areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended;

and (f) 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 10. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall file a final replat of the adjoining properties prior to the issuance of any building permits affecting the tracts of land abandoned and quitclaimed herein. This final replat shall be recorded by **GRANTEE** in the Deed Records of Dallas County, Texas after its approval by the City Plan Commission of the City of Dallas.

SECTION 11. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall, immediately upon the passage of this ordinance, close, barricade and/or place signs in the areas described in Exhibit A in accordance with detailed plans approved by the Director of Development Services. **GRANTEE's** responsibility for keeping the areas described in Exhibit A closed, barricaded and/or the signs in place shall continue until the alley and/or street improvements and intersection returns are removed by **GRANTEE**, its successors and assigns, to the satisfaction of the Director of Development Services.

SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, or designee. Upon receipt of the monetary consideration set forth in Section 3, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Development Services, 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 Development Services, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 13. That this ordinance 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:
THOMAS P. PERKINS, JR.
City Attorney

BY _____
Assistant City Attorney

THERESA O'DONNELL
Director of Development Services

BY _____
for Assistant Director

Passed _____.

LEGAL DESCRIPTION

EXHIBIT A-TRACT 1

ALLEY ABANDONMENT
CITY OF DALLAS BLOCK 6/2460
CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 532
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING a 4,370 square feet tract of land situated in the Crawford Grigsby Survey, Abstract No. 532, City of Dallas, Dallas County, Texas and said tract being a 15 foot Alley right of way in City Block 6/2460, as dedicated by map of Lemmon Avenue Heights Addison Plat No. 2 recorded in Volume 125, Page 159 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 at the intersection of the northwest line of the said Alley right of way with the northwest line of Mahanna Street (a 50 foot right of way);

THENCE, S 52°47'11" W, crossing the said alley right of way, a distance of 15.00 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner at the intersection of the southwest line of the said Alley right of way and the northwest line of Mahanna Street;

THENCE, N 35°47'18" W, with the southwest line of the said Alley right of way, a distance of 291.51 feet to a found 5/8 inch iron rod for a corner at the end of said Alley right of way, said point being in the southeast line of Block 11/2472 of Elsmere Addition, as recorded in Volume 1, Page 42, Map Records of Dallas County, Texas;

THENCE, N 53°57'29" E, with the southeast line of said Block 11/2472, a distance of 15.00 feet to a found 5/8 inch iron rod for a corner in the northeast line of the said Alley right of way;

THENCE, S 35°47'18" E, with the northeast line of the said Alley right of way, a distance of 291.15 feet to the Point of Beginning and Containing 4,370 square feet of land.

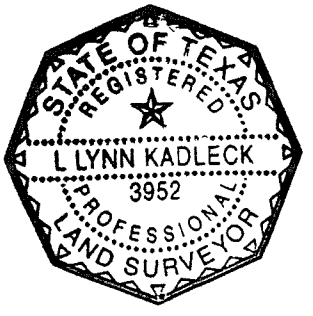
(A plat of even survey date herewith accompanies this description.)

(The bearing basis is the northwest line of Lot 18A, Block 4/2465 of Easton Apartments recorded in Volume 86072, Page 2610, D.R.D.C.T.)

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground surveys performed between June 2005 and December 2005, under the supervision of the undersigned and that the legal description accurately sets out the metes and bounds of the alley right of way abandonment tract described.

Dated: February 6, 2006



2/6/06

L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

REVIEWED BY RMC 04/25/06 SPRG 639

ALLEY ABANDONMENT
CITY OF DALLS BLOCK 6/2460
CRAWFORD GRIGSBY SURVEY
ABSTRACT NO. 532
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE: 1"=100'

0 50 100

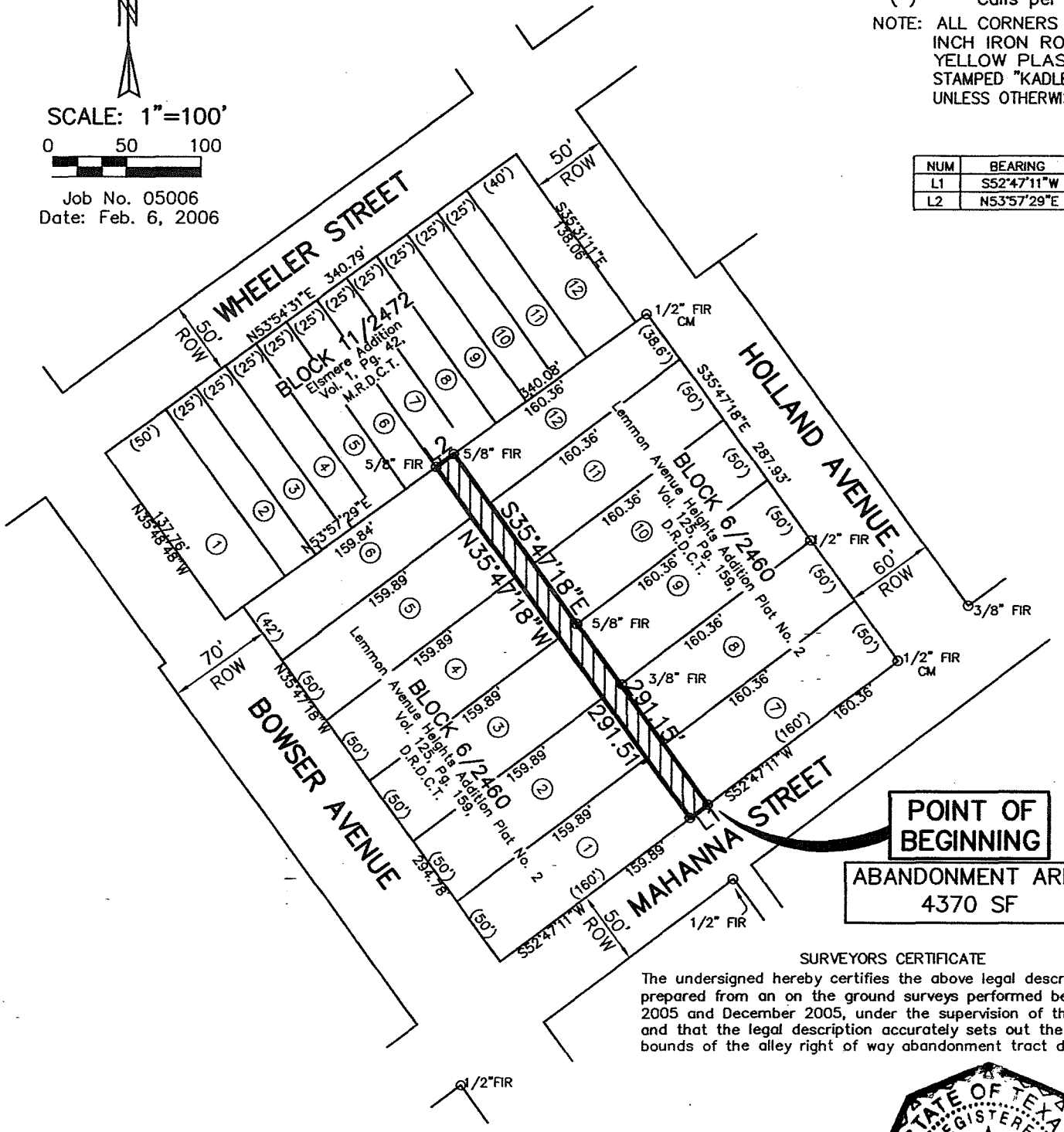
Job No. 05006
Date: Feb. 6, 2006

LEGEND

FIR	Found Iron Rod
FIP	Found Iron Pipe
CM	Controlling Monument
▨	Abandonment Area
( )	Calls per Map Deed

NOTE: ALL CORNERS ARE 5/8 INCH IRON RODS WITH YELLOW PLASTIC CAP STAMPED "KADLECK 3952" UNLESS OTHERWISE NOTED.

NUM	BEARING	DISTANCE
L1	S52°47'11"W	15.00'
L2	N53°57'29"E	15.00'



SURVEYORS CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground surveys performed between June 2005 and December 2005, under the supervision of the undersigned and that the legal description accurately sets out the metes and bounds of the alley right of way abandonment tract described.

STATE OF TEXAS
REGISTERED
L LYNN KADLECK
3952
PROFESSIONAL
LAND SURVEYOR

2/6/06

L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

*OWNERSHIP:
Cityville At West HP, L.P.
Vol. 2004243, Pg. 9533
D.R.D.C.T.

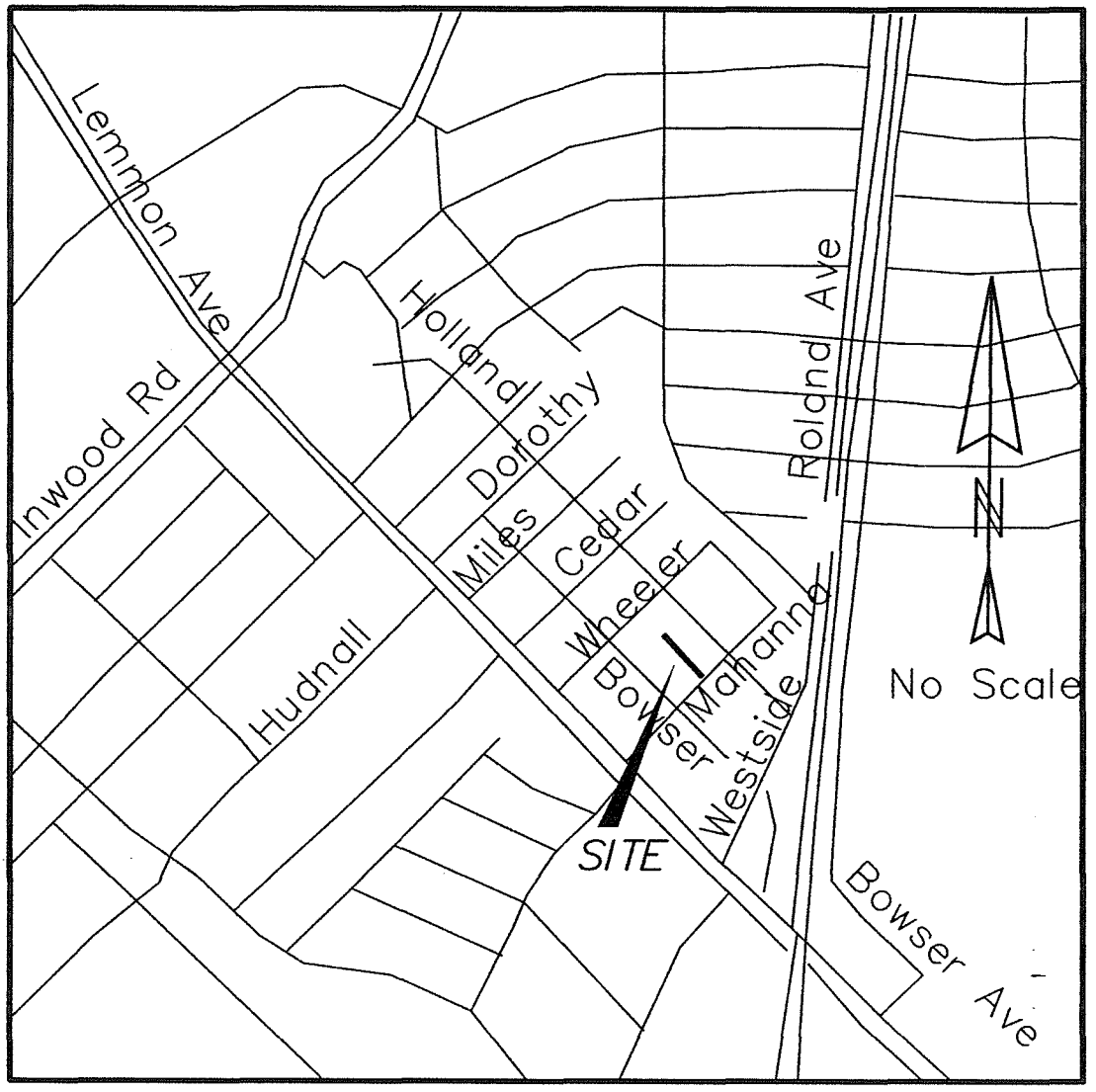
BEARING BASIS: S54°06'10"W for northwest line of Cedar Plaza Lane as shown on the map of Lot 18A, Block 4/2465 of Easton Apartments recorded in Volume 86072, Page 2610, D.R.D.C.T.

A legal description of even survey date herewith accompanies this plat of survey.

REVIEWED BY RMC 04/25/06 SPRG 639

ALLEY ABANDONMENT
CITY OF DALLS BLOCK 6/2460

CRAWFORD GRIGSBY SURVEY
ABSTRACT NO. 532
CITY OF DALLAS, DALLAS COUNTY, TEXAS



VICINITY MAP
MAPSCO PG. NO. 34R

REVIEWED BY Rmc 04/25/06 SPRC 639

LEGAL DESCRIPTION EXHIBIT A-TRACT 2

ALLEY ABANDONMENT
CITY OF DALLAS BLOCK 7/2461
CRAWFORD GRIGSBY SURVEY, ABSTRACT NO. 532
CITY OF DALLAS, DALLAS COUNTY, TEXAS

BEING a 3,395 square feet tract of land situated in the Crawford Grigsby Survey, Abstract No. 532, City of Dallas, Dallas County, Texas and said tract being a 15 foot Alley right of way in City Block 7/2461, as dedicated by map of Lemmon Avenue Heights recorded in Volume 1247, Page 19, 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 southwest line of the said Alley right of way, said point being N 35°47'18" W, a distance of 73.51 feet from the intersection of the southwest line of the said Alley right of way with the northwest line of Mahanna Street (a 50 foot right of way);

THENCE, N 35°47'18" W, with the southwest line of the said Alley right of way, a distance of 226.28 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner at the end of said Alley right of way, said point being in the southeast line of Block 12/2473 of Elsmere Addition, as recorded in Volume 1, Page 42, Map Records of Dallas County, Texas;

THENCE, N 53°57'29" E, with the southeast line of said Block 12/2473, a distance of 15.00 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner in the northeast line of the said Alley right of way;

THENCE, S 35°47'18" E, with the northeast line of the said Alley right of way, a distance of 226.34 feet to a set 5/8 inch iron rod with a plastic cap stamped "Kadleck 3952" for a corner;

THENCE, S 54°12'42" W, crossing the said Alley right of way, a distance of 15.00 feet to the Point of Beginning and Containing 3,395 square feet of land.

(A plat of even survey date herewith accompanies this description.)

(The bearing basis is the northwest line of Lot 18A, Block 4/2465 of Easton Apartments recorded in Volume 86072, Page 2610, D.R.D.C.T.)

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground surveys performed between June 2005 and December 2005, under the supervision of the undersigned and that the legal description accurately sets out the metes and bounds of the alley right of way abandonment tract described.

Dated: February 6, 2006

2/6/06

L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

STATE OF TEXAS
REGISTERED
L LYNN KADLECK
3952
PROFESSIONAL
LAND SURVEYOR

REVIEWED BY RMR 04/25/06 SPRG 638

ALLEY ABANDONMENT
CITY OF DALLAS BLOCK 7/2461
CRAWFORD GRIGSBY SURVEY
ABSTRACT NO. 532
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE: 1"=100'

0 50 100

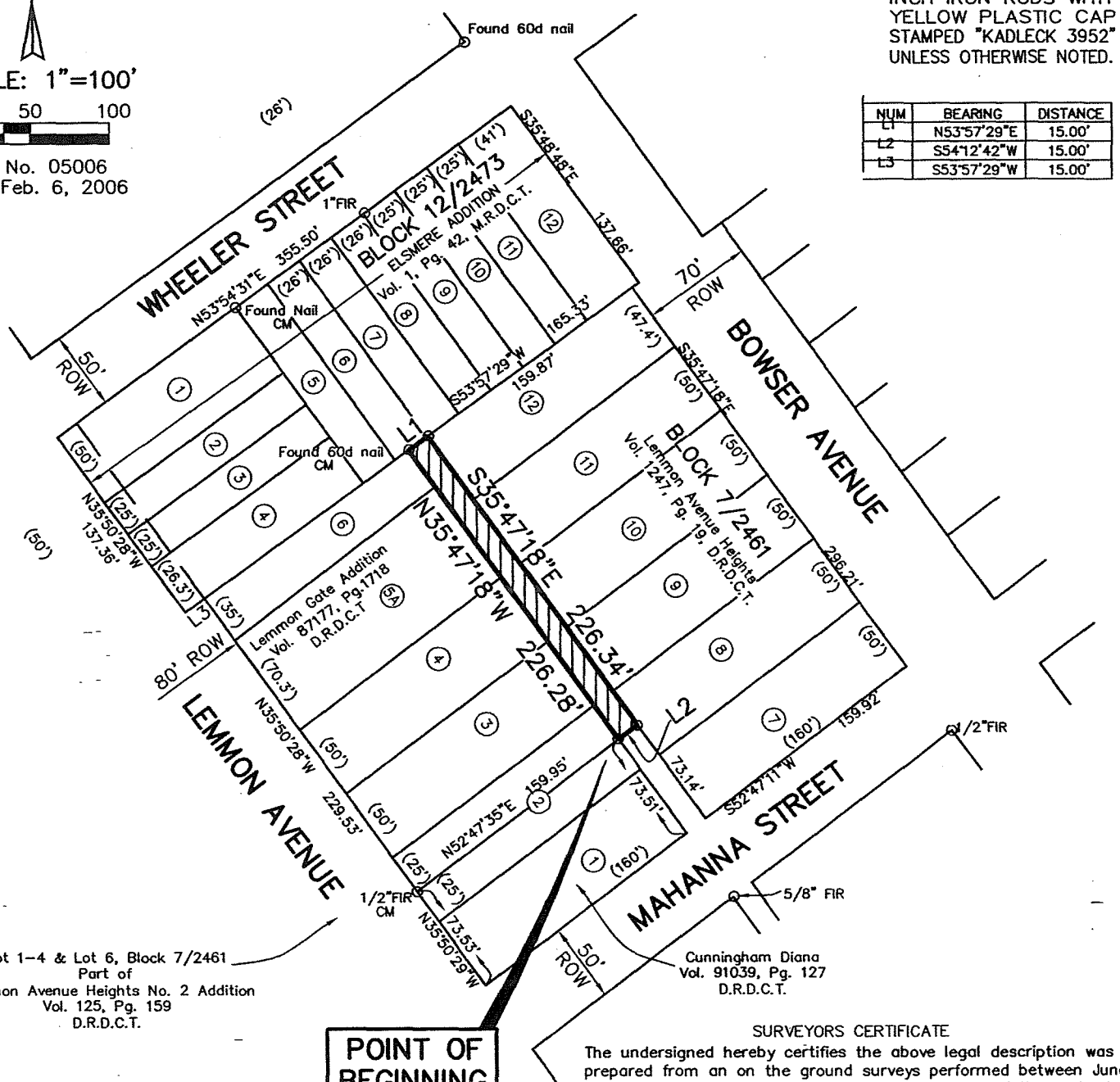
Job No. 05006
Date: Feb. 6, 2006

LEGEND

FIR	Found Iron Rod
FIP	Found Iron Pipe
CM	Controlling Monument
▨	Abandonment Area
( )	Calls per Map Deed

NOTE: ALL CORNERS ARE 5/8 INCH IRON RODS WITH YELLOW PLASTIC CAP STAMPED "KADLECK 3952" UNLESS OTHERWISE NOTED.

NUM	BEARING	DISTANCE
L1	N53°57'29"E	15.00'
L2	S54°12'42"W	15.00'
L3	S53°57'29"W	15.00'



POINT OF BEGINNING

ABANDONMENT AREA
3395 SF

SURVEYORS CERTIFICATE

The undersigned hereby certifies the above legal description was prepared from an on the ground surveys performed between June 2005 and December 2005, under the supervision of the undersigned and that the legal description accurately sets out the metes and bounds of the alley right of way abandonment tract described.

*OWNERSHIP:
Cityville At West HP, L.P.
Vol. 2004243, Pg. 9533
D.R.D.C.T.

BEARING BASIS: S54°06'10"W for northwest line of Cedar Plaza Lane as shown on the map of Lot 18A, Block 4/2465 of Easton Apartments recorded in Volume 86072, Page 2610, D.R.D.C.T.

A legal description of even survey date herewith accompanies this plat of survey.

STATE OF TEXAS
REGISTERED
L LYNN KADLECK
3952
PROFESSIONAL
LAND SURVEYOR

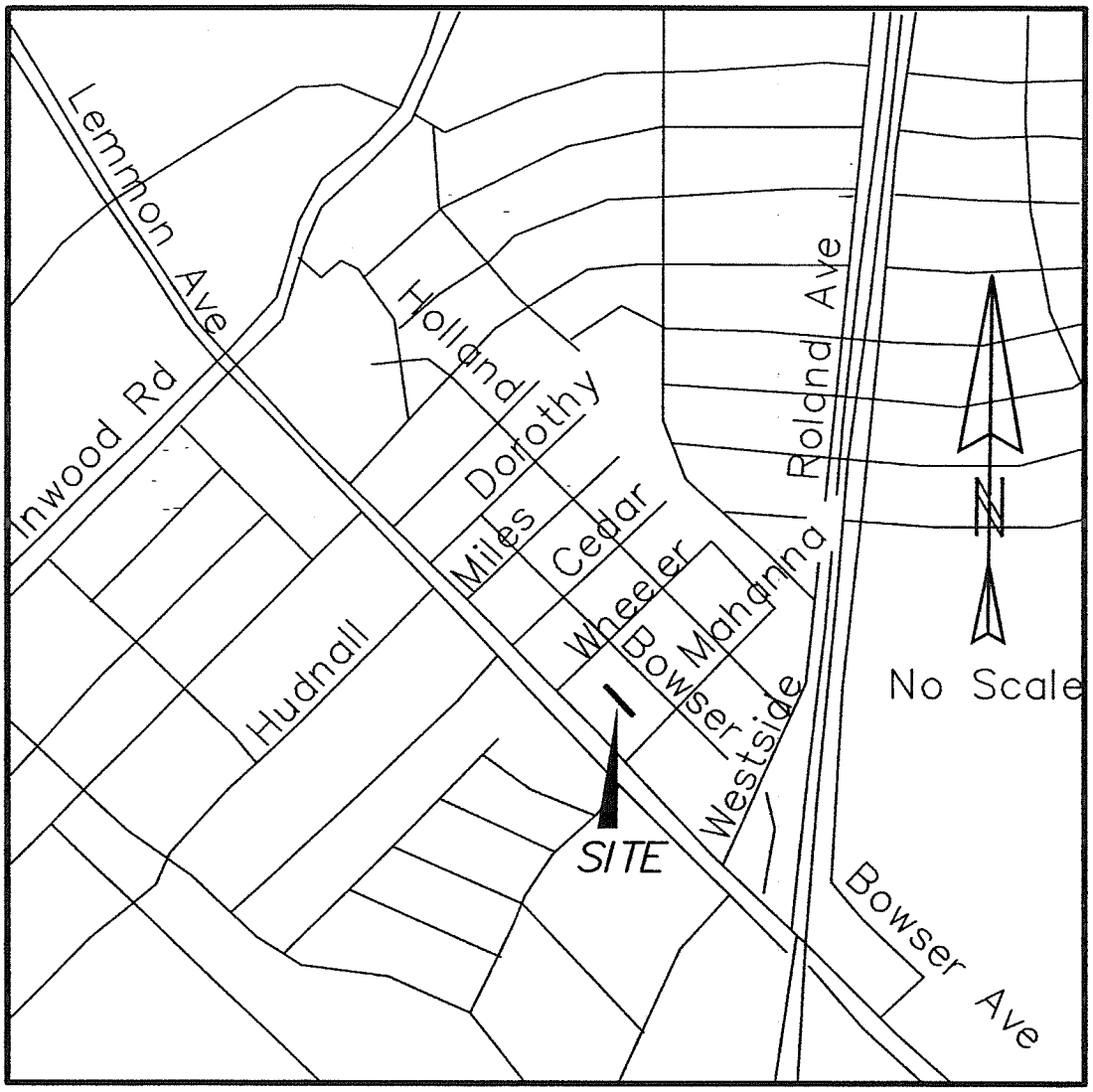
2/6/06

L. Lynn Kadleck
Registered Professional
Land Surveyor No. 3952

REVIEWED BY RME 04/25/06 SPRG 638

ALLEY ABANDONMENT
CITY OF DALLAS BLOCK 7/2461

CRAWFORD GRIGSBY SURVEY
ABSTRACT NO. 532
CITY OF DALLAS, DALLAS COUNTY, TEXAS



VICINITY MAP
MAPSCO PG. NO. 34R

REVIEWED BY RME 04/25/06 SPRC 638

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.

ADDENDUM ITEM # 7

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 1

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 44Z

SUBJECT

An ordinance abandoning a portion of an alley to 1222 North Bishop Avenue LLC; Energy & Opportunities, LP; Michael L. Robinson, DDS d/b/a Axxis Enterprises; Oakcliff Land Development Company LP; Fountain Villa, Inc.; JC Leasing, L.L.P.; Maria Del Rosario Alaniz; Rene' Ochoa and Deborah Ochoa; Juan Manuel Romero and Ana Romero; Lazaro Rivera and Eloina R. Rivera; and Homar C. Lomas and Josephina Cruz, the abutting owners, containing a total of approximately 10,802 square feet of land located near the intersection of Ballard and Bishop Avenues, and authorizing the quitclaim - Revenue: $74,000 plus the $20 ordinance publication fee

BACKGROUND

This item authorizes the abandonment of a portion of an alley to 1222 North Bishop Avenue LLC; Energy & Opportunities, LP; Michael L. Robinson, DDS d/b/a Axxis Enterprises; Oakcliff Land Development Company LP; Fountain Villa, Inc.; JC Leasing, L.L.P.; Maria Del Rosario Alaniz; Rene' Ochoa and Deborah Ochoa; Juan Manuel Romero and Ana Romero; Lazaro Rivera and Eloina R. Rivera; and Homar C. Lomas and Josephina Cruz, the abutting owners. The area will be included with the property of each abutting owner for the expansion of their property and for the purpose of including portions of this area in the development of high rise residential condominiums and retail uses. The abandonment fee is based on an independent appraisal.

Notices were sent to 30 property owners located within 300 feet of the proposed abandonment area. There were no responses received in opposition to this request.

This transaction is consistent with the recommendations of the Real Estate Task Force.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

Revenue: $74,000 plus the $20 ordinance publication fee

OWNERS

1222 North Bishop Avenue LLC

Thad F. Baker, Manager
Gary Corona, Manager

Energy & Opportunities, LP

E & O, Inc., General Partner
Fred Baker, President

Axxis Enterprises

Michael L. Robinson, DDS, Owner

Oakcliff Land Development Company LP

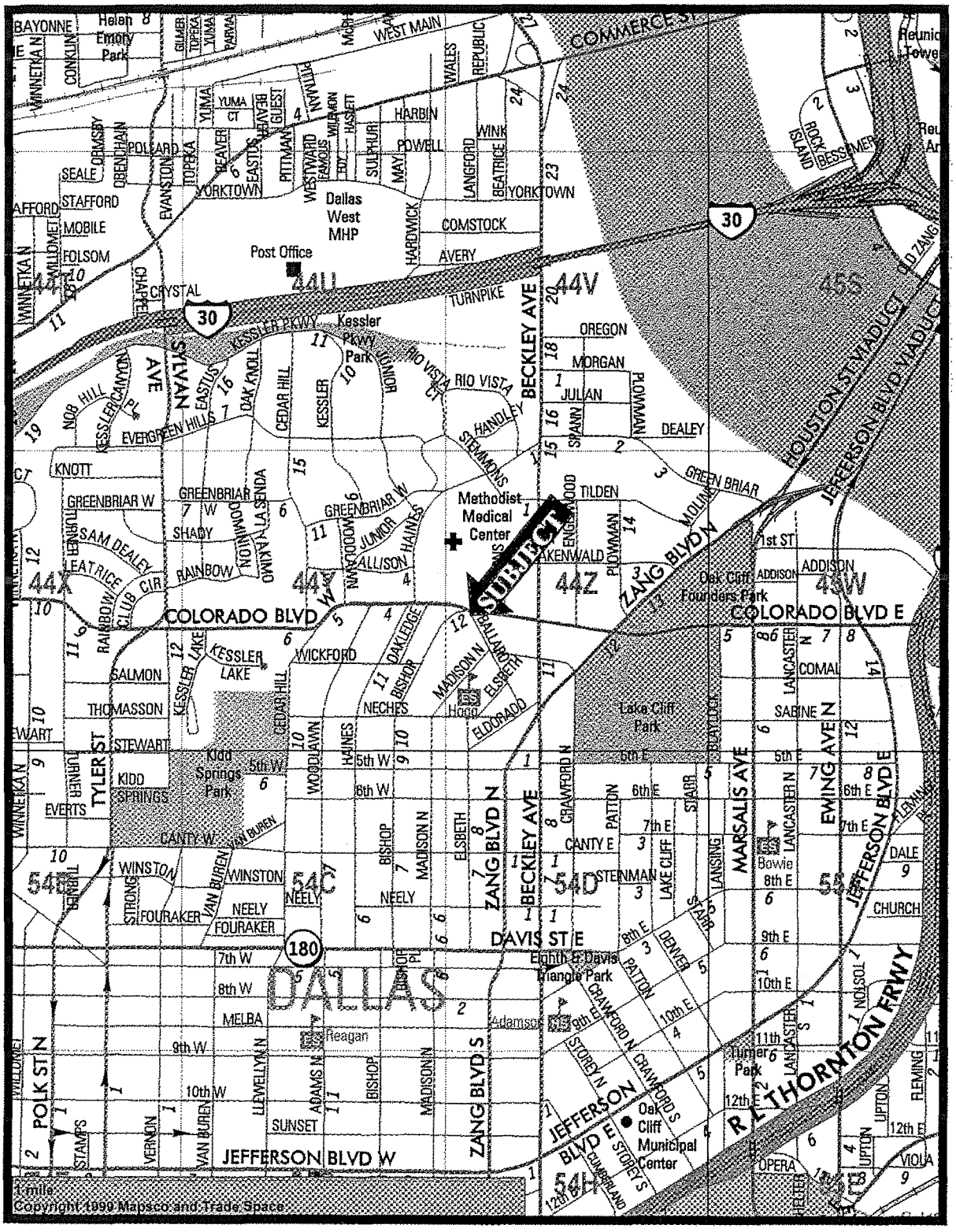
Renal Land Holdings, LLC, General Partner
Pedro Vergne-Marini, Managing Partner

Fountain Villa, Inc.
Felex Sandoval, President

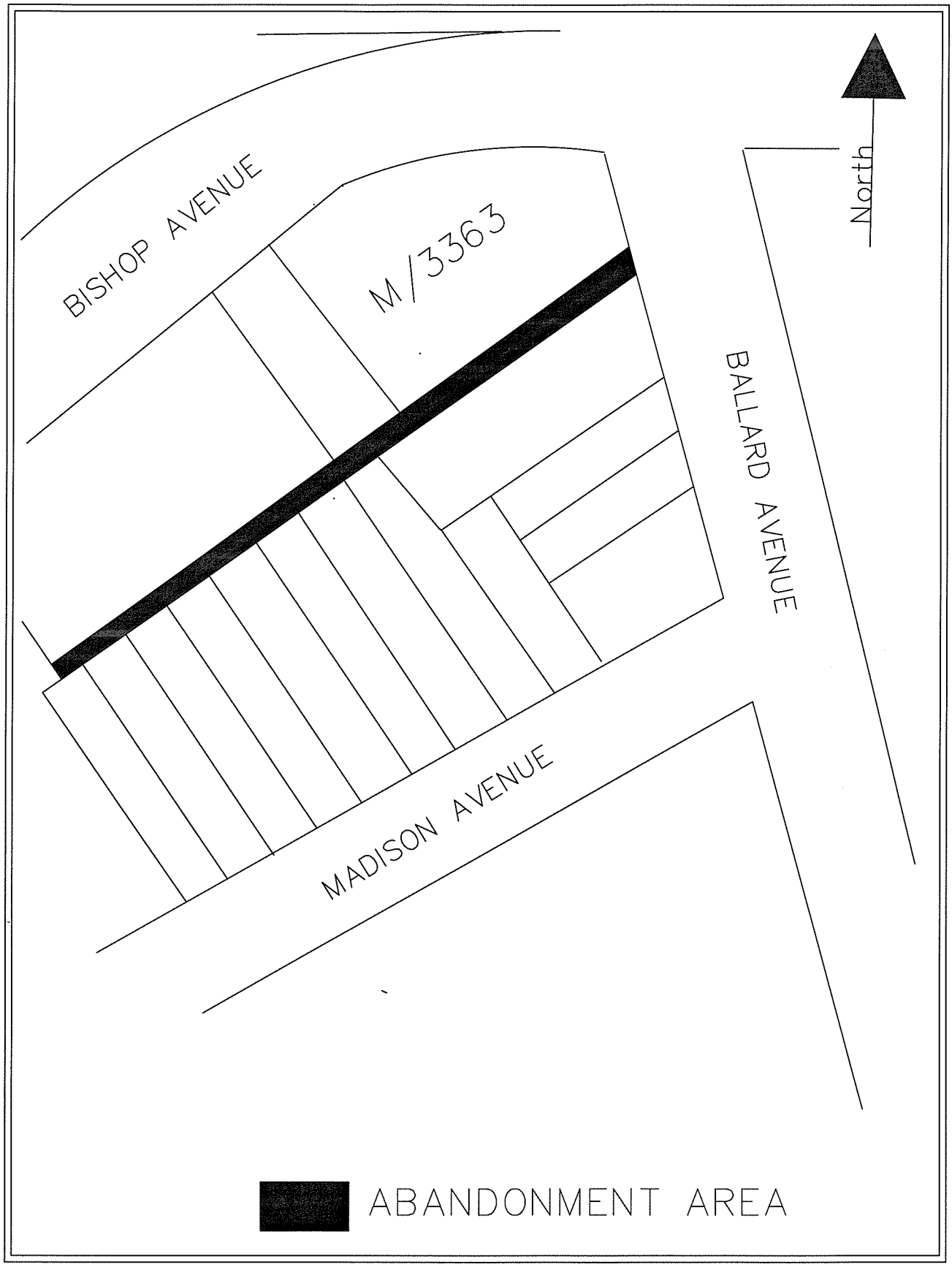
J.C. Leasing, LLP
Juanita Couch, Partner

MAPS

Attached


SUBJECT
Methodist Medical Center
Dallas West MHP
Post Office
Kessler Pkwy Park
Kidd Springs Park
Oak Cliff Founders Park
Lake Cliff Park
Eighth & Davis Triangle Park
Oak Cliff Municipal Center
Turner Park
Kessler Lake
COLORADO BLVD W
COLORADO BLVD E
JEFFERSON BLVD W
DAVIS ST E
ZANG BLVD N
ZANG BLVD S
BECKLEY AVE
SYLVAN AVE
MARSALIS AVE
EWING AVE
TYLER ST
POLK ST
HOUSTON ST VIADUCT
JEFFERSON BLVD VIADUCT
R L THORNTON FRWY
30
180
DALLAS
1 mile
Copyright 1999 Mapsco and Trade Space

MAPSCO 44Z


BISHOP AVENUE
M/3363
BALLARD AVENUE
North
MADISON AVENUE
ABANDONMENT AREA

ORDINANCE NO. _____

An ordinance providing for the abandonment of portions of an alley located adjacent to City Block M/3363 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to 1222 North Bishop Avenue, LLC; Energy & Opportunities, L.P.; Michael L. Robinson, DDS d/b/a Axxis Enterprises; Oakcliff Land Development Company LP; Fountain Villa, Inc.; JC Leasing, L.L.P.; Maria Del Rosario Alaniz; Rene' Ochoa and Deborah Ochoa; Juan Manuel Romero and Ana Romero; Lazaro Rivera and Eloina R. Rivera; and Homar C. Lomas and Josephina Cruz; 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 1222 North Bishop Avenue, LLC, a Texas limited liability company; Energy & Opportunities, L.P., a Texas limited partnership; Michael L. Robinson, DDS d/b/a Axxis Enterprises; Oakcliff Land Development Company LP, a Texas limited partnership; Fountain Villa, Inc., a Texas Corporation; JC Leasing, L.L.P., a Texas limited liability partnership; Maria Del Rosario Alaniz, an individual; Rene' Ochoa and Deborah Ochoa, individuals; Juan Manuel Romero and Ana Romero, individuals; Lazaro Rivera and Eloina R. Rivera, individuals; and Homar C. Lomas and Josephina Cruz, individuals; hereinafter referred to collectively 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 alley 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, be and the same are abandoned, 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 **SEVENTY FOUR THOUSAND AND NO/100 ($74,000.00) DOLLARS** 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 those certain tracts or parcels of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions and conditions of this ordinance.

SECTION 4. That the 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 Development Services - 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 for all intents and purposes made a part hereof.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, their successors, heirs 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**, their successors, heirs and assigns, agree to indemnify, defend, release and hold the City of Dallas whole and harmless 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**, their successors, heirs and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, their successors, heirs and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, their successors, heirs and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as

amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That 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 Deed Records of Dallas County, Texas 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 Development Services. **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**, their successors, heirs and assigns to the satisfaction of the Director of Development Services.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Development Services, 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 Development Services, 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 Development Services, 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:
THOMAS P. PERKINS, JR.
City Attorney

BY _____
Assistant City Attorney

THERESA O'DONNELL
Director of Development Services

BY _____
Assistant Director

Passed _____.

EXHIBIT A
EXHIBIT A

ALLEY ABANDONMENT
20-FOOT WIDE ALLEY
City Block M/3363
Miller & Stemmons Addition
G.S.C. Leonard Survey, Abstract No. 783
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 5,105 square foot (0.117 acre) tract of land situated in the G.S.C. Leonard Survey, Abstract No. 783, Dallas County, Texas; said tract being part of a 20-foot wide alley located in City Block M/3363, of the Miller & Stemmons Addition, an addition to the City of Dallas according to the Plat recorded in Volume 1, Page 25 of the Deed Records of Dallas County, Texas; and being part of a 20-foot wide alley, dedicated to the City of Dallas by those Deeds recorded in Volume 679, Page 418; Volume 680, Page 390 and Volume 682, Page 322 of said Deed Records; said 5,105 square foot tract being more particularly described as follows (Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue (a 60-foot wide right-of-way), as described in a Special Warranty Deed to 1222 North Bishop Avenue recorded in Instrument No. 20070025343 of said Deed Records):

BEGINNING, at a 60-D nail found in the southwest right-of-way line of Ballard Avenue (a 60-foot wide right-of-way) and the northwest line of said 20-foot wide alley; said point being South 29 degrees, 45 minutes, 50 seconds East, a distance of 85.08 feet from a 5/8-inch iron rod with yellow cap found at the intersection of the south line of Bishop Avenue (a variable width right-of-way line) with the said southwest right-of-way line of Ballard Avenue:

THENCE, South 29 degrees, 45 minutes, 50 seconds East, along the said southwest line of Ballard Avenue, a distance of 22.63 feet to a 1/2-inch iron rod found for corner; said point being in the southeast line of said 20-foot wide alley;

THENCE, South 32 degrees, 19 minutes, 32 seconds West, along the southeast line of said 20-foot wide alley and departing the said southwest line of Ballard Avenue, distance of 232.75 feet to a 5/8-inch iron rod with " RPLS 1598" cap found for corner along the said southeast line of the 20-foot wide alley;

THENCE, North 59 degrees, 11 minutes, 10 seconds West, departing the said southeast line of the 20-foot wide alley, a distance of 10.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner on the centerline of said 20-foot wide alley;

THENCE, South 32 degrees, 19 minutes, 32 seconds West, along the said centerline of the 20-foot wide alley, a distance of 34.19 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner; said point being in the northwest line of said 20-foot wide alley;

THENCE, North 55 degrees, 54 minutes, 10 seconds West, departing the said centerline of the variable width alley, a distance of 10.00 feet to a 3/8-inch iron rod with "west 682" cap found for corner;

THENCE, North 32 degrees, 19 minutes, 32 seconds East, along the said northwest line of the 20-foot wide alley, a distance of 277.50 feet to the POINT OF BEGINNING;

CONTAINING, 5,105 square feet or 0.117 acres of land, more or less.

(A survey plat of even date herewith accompanies this legal description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract described.

(For SPRG use only)
Reviewed By: _____
Date: _____
SPRG NO: _____

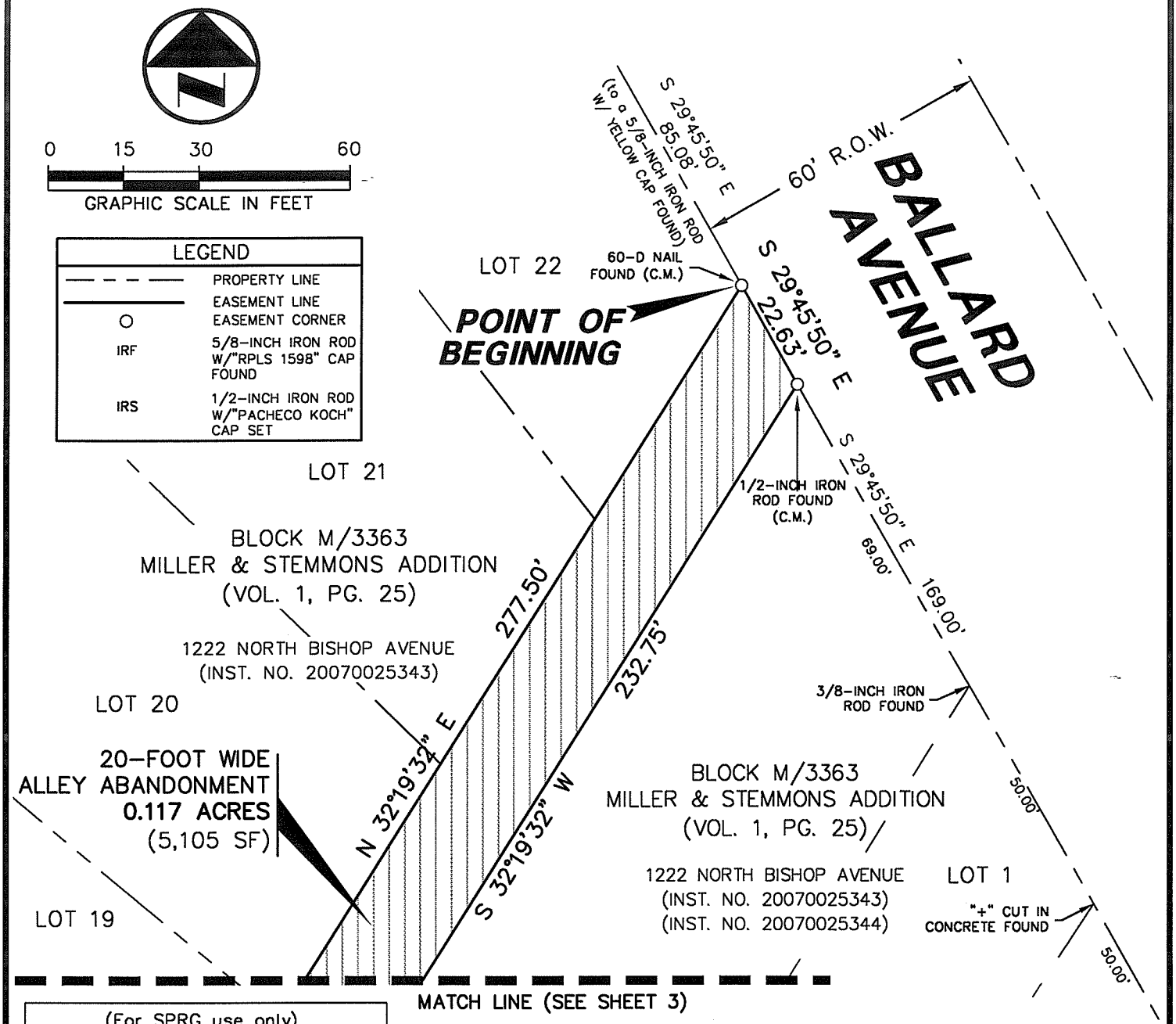
7/16/07
Michael Larry Lewis, Jr. Date
Registered Professional Land Surveyor No. 5773
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

STATE OF TEXAS
REGISTERED
MICHAEL LARRY LEWIS, JR.
5773
PROFESSIONAL
LAND SURVEYOR

REVIEWED BY
07.25.2007

EXHIBIT 1.doc
2820-07.017EX1.dwg

EXHIBIT A



(For SPRG use only)
Reviewed By: _____
Date: _____
SPRG NO: _____

REVIEWED BY
07.25.2007

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the tract described.

7/16/07
Michael Larry Lewis, Jr. Date
Registered Professional
Land Surveyor No. 5773

STATE OF TEXAS
REGISTERED
MICHAEL LARRY LEWIS, JR.
5773
PROFESSIONAL
LAND SURVEYOR

NOTES:
1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue (a 60-foot wide right-of-way), as described in the Special Warranty Deed to 1222 North Bishop Avenue, recorded in Instrument No. 20070025343, of the Deed Records of Dallas County, Texas.

ALLEY ABANDONMENT
20-FOOT WIDE ALLEY

LOCATED IN THE CITY OF DALLAS, TEXAS
CITY BLOCK M/3363, MILLER & STEMMONS ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
DALLAS COUNTY, TEXAS
SHEET 2 OF 3

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AP	MLL	1"=30'	FEB. 2007	2820-07.017

DWG FILE: 2820-07-017EX1.DWG

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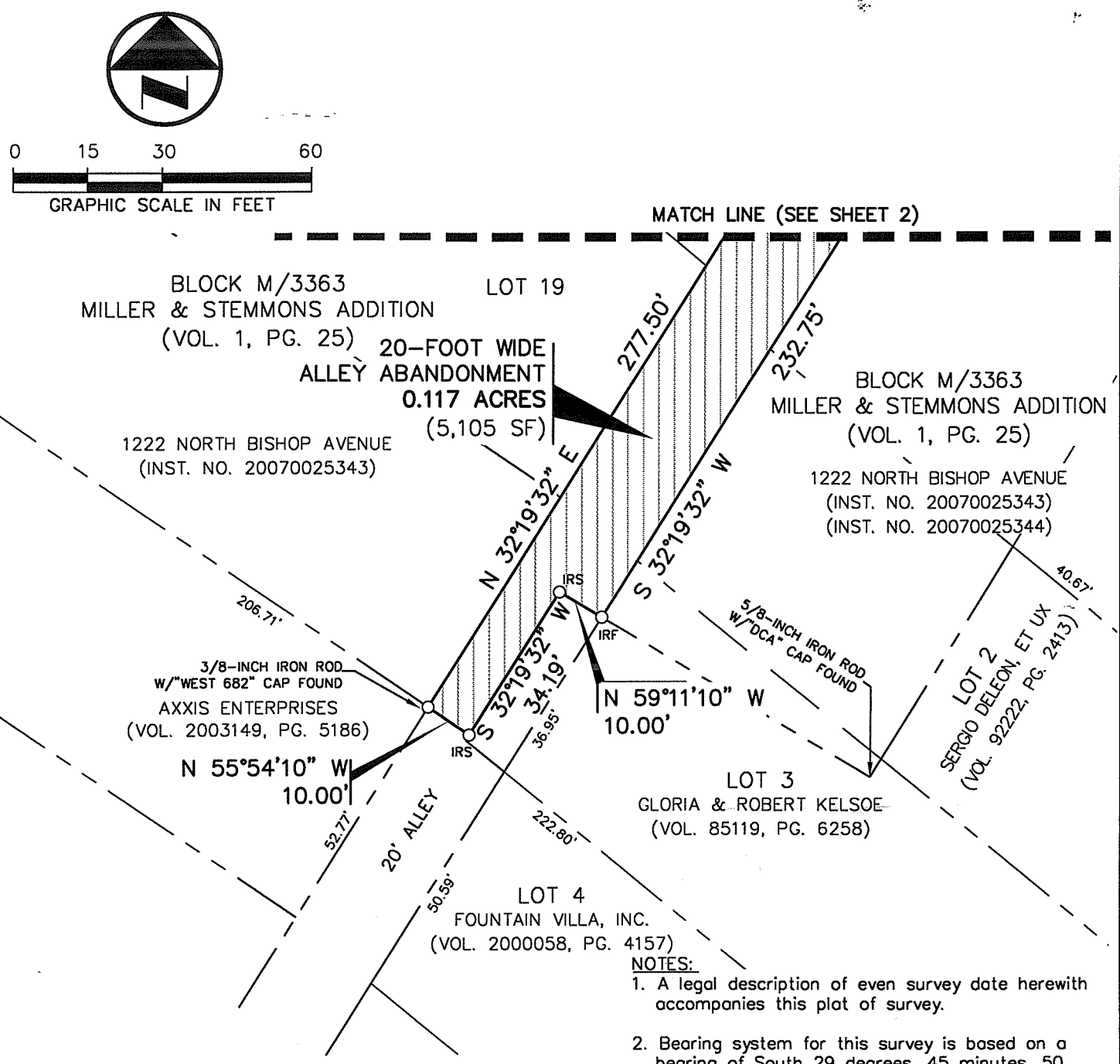
EXHIBIT A

EXHIBIT A



NOTES:

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue (a 60-foot wide right-of-way), as described in the Special Warranty Deed to 1222 North Bishop Avenue, recorded in Instrument No. 20070025343, of the Deed Records of Dallas County, Texas.

LEGEND	
— — — —	PROPERTY LINE
———	EASEMENT LINE
O	EASEMENT CORNER
IRF	5/8-INCH IRON ROD W/"RPLS 1598" CAP FOUND
IRS	1/2-INCH IRON ROD W/"PACHECO KOCH" CAP SET

REVIEWED BY
07.25.2007

ALLEY ABANDONMENT
20-FOOT WIDE ALLEY

LOCATED IN THE CITY OF DALLAS, TEXAS
CITY BLOCK M/3363, MILLER & STEMMONS ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
DALLAS COUNTY, TEXAS
SHEET 3 OF 3

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AP	MLL	1"=30'	FEB. 2007	2820-07.071

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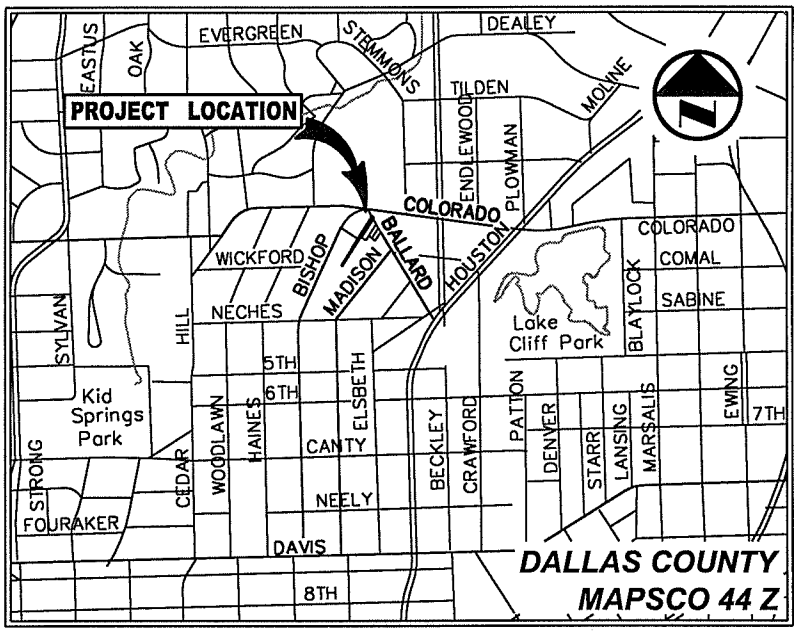
DWG FILE: 2820-07-017EX1.DWG

EXHIBIT A



VICINITY MAP

(NOT TO SCALE)

ALLEY ABANDONMENT

20-FOOT WIDE ALLEY

LOCATED IN THE CITY OF DALLAS, TEXAS
CITY BLOCK M/3363, MILLER & STEMMONS ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
DALLAS COUNTY, TEXAS

DWG FILE: 2820-07-017EX1.DWG

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EXHIBIT A

ALLEY ABANDONMENT
10-FOOT WIDE ALLEY

City Block M/3363
Miller & Stemmons Addition
G.S.C. Leonard Survey, Abstract No. 783
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 362 square foot (0.008 acre) tract of land situated in the G.S.C. Leonard Survey, Abstract No. 783, Dallas County, Texas; said tract being part of a 10-foot wide alley located in City Block M/3363, of the Miller & Stemmons Addition, an addition to the City of Dallas, according to the Plat recorded in Volume 1, Page 25 of the Deed Records of Dallas County, Texas; said 362 square foot tract being more particularly described as follows (Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue (a 60-foot wide right-of-way), as described in a Special Warranty Deed to 1222 North Bishop Avenue recorded in Instrument No. 20070025343 of the Deed Records of Dallas County, Texas):

BEGINNING, at a 5/8-inch iron rod with "RPLS 1598" cap found in the southeast line of said 20-foot wide alley; said point being South 32 degrees, 19 minutes, 32 seconds West, a distance of 232.76 feet from a 1/2-inch iron rod found at the intersection of said southwest right-of-way line of Ballard Avenue and the said southeast line of a the 20-foot wide alley;

THENCE, South 32 degrees, 19 minutes, 32 seconds West, along the said southeast line of the 20-foot wide alley, a distance of 36.95 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 50 degrees, 53 minutes, 41 seconds West, departing the said southeast line of the 20-foot wide alley, a distance of 10.07 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner on the centerline of said 20-foot wide alley;

THENCE, North 32 degrees, 19 minutes, 32 seconds East, along the said centerline of the 20-foot wide alley, a distance of 35.49 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, South 59 degrees, 11 minutes, 10 seconds East, departing the said centerline of the 20-foot wide alley, a distance of 10.00 feet to the POINT OF BEGINNING;

CONTAINING, 362 square feet or 0.008 acres of land, more or less.

(A survey plat of even date herewith accompanies this legal description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract described.

9/17/07

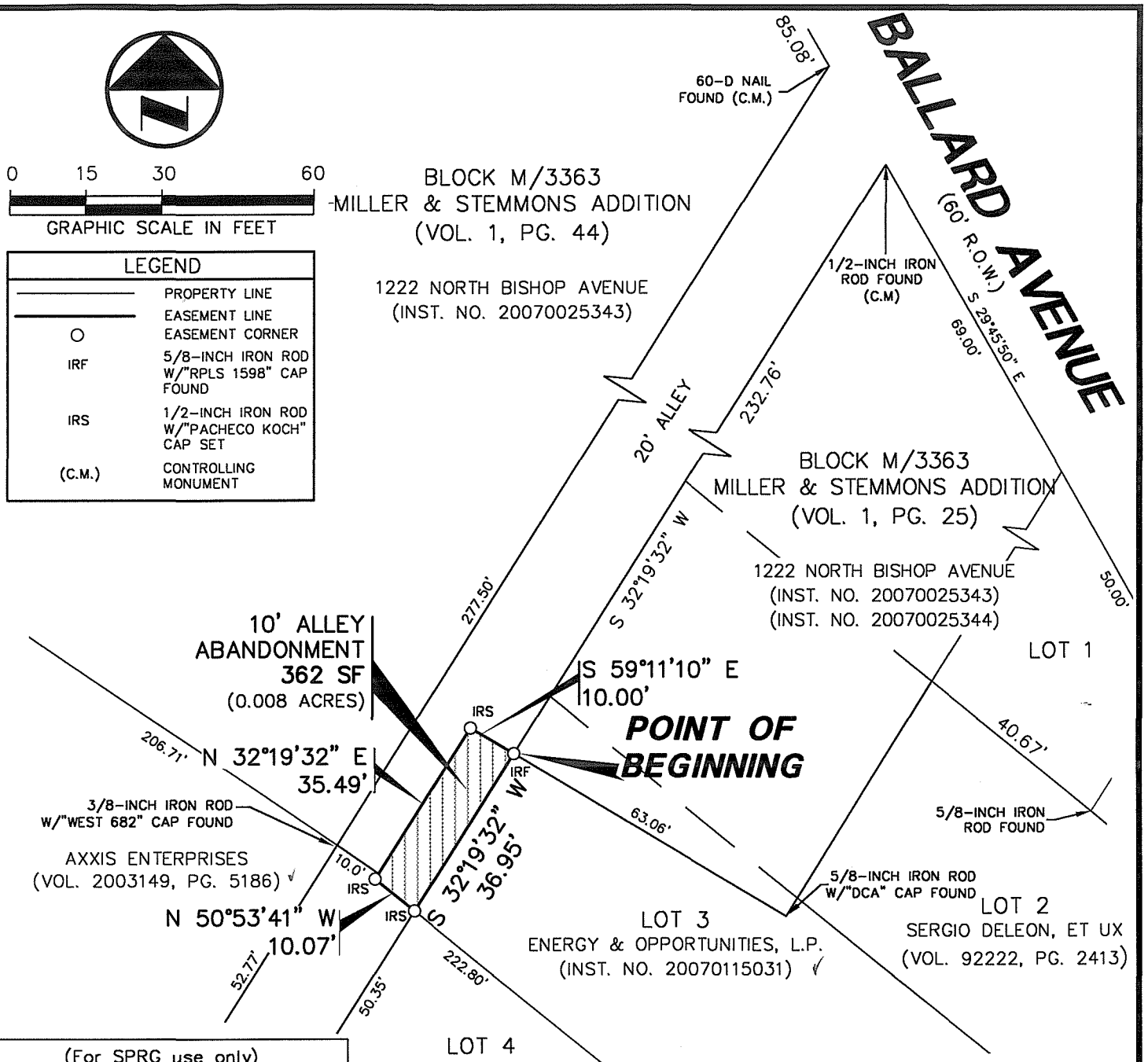
Michael Larry Lewis, Jr. Date
Registered Professional Land Surveyor No. 5773
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

(For SPRG use only)	
Reviewed By:	JL
Date:	9-19-07
SPRG NO:	1119

9/19

EXHIBIT 2.doc
2820-07.017EX2.dwg

EXHIBIT A



(For SPRG use only)
Reviewed By: JL
Date: 9-19-07
SPRG NO: 1119

NOTES:
1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue, (a 60-foot wide right-of-way) as described in the Special Warranty Deed to 1222 North Bishop Avenue, recorded in Instrument No. 20070025343, of the Deed Records of Dallas County, Texas.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

9/17/07
Michael Larry Lewis, Jr. Date
Registered Professional
Land Surveyor No. 5773

STATE OF TEXAS
REGISTERED
MICHAEL LARRY LEWIS, JR.
5773
PROFESSIONAL
LAND SURVEYOR

ALLEY ABANDONMENT
10-FOOT WIDE ALLEY

CITY BLOCK M/3363 OF THE MILLER & STEMMONS ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 2 OF 2

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AP	MLL	1"=30'	FEB. 2007	2820-07.017

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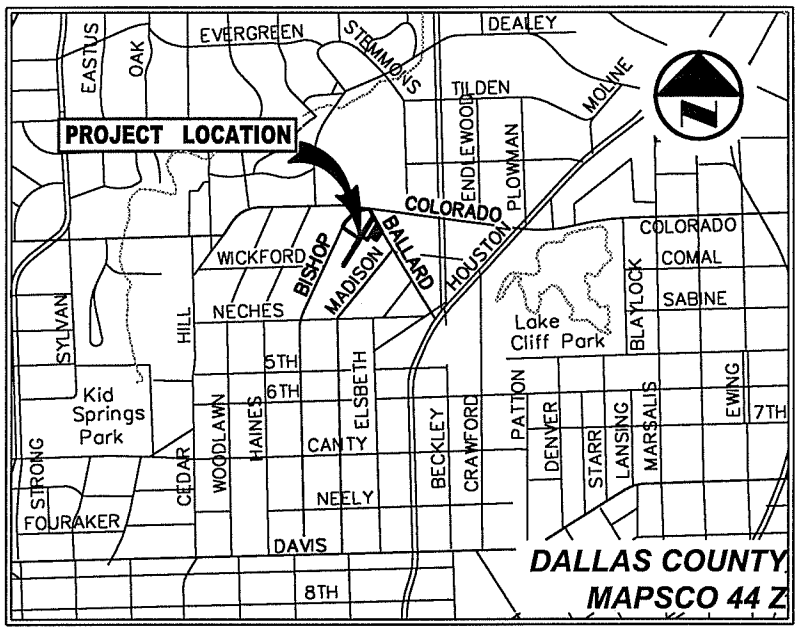
EXHIBIT A



VICINITY MAP

(NOT TO SCALE)

(For SPRG use only)	
Reviewed By:	JL
Date:	9-19-07
SPRG NO:	1119

ALLEY ABANDONMENT

10-FOOT WIDE ALLEY

CITY BLOCK M/3363 OF THE MILLER & STEMMONS ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
CITY OF DALLAS, DALLAS COUNTY, TEXAS

DWG FILE: 2820-07-017EX2.DWG

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EXHIBIT A

ALLEY ABANDONMENT
20-FOOT WIDE ALLEY
City Block M/3363
Miller & Stemmons Addition
G.S.C. Leonard Survey, Abstract No. 783
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 1,038 square foot (0.024 acre) tract of land situated in the G.S.C. Leonard Survey, Abstract No. 783, Dallas County, Texas; said tract being part of a 20-foot wide alley located in City Block M/3363, dedicated to the City of Dallas by those Deeds recorded in Volume 679, Page 418; Volume 680, Page 390 and Volume 682, Page 322 of the Deed Records of Dallas County, Texas; and being part of Block M/3363 of the Miller & Stemmons Addition, an addition to the City of Dallas according to the Plat recorded in Volume 1, Page 25 of the said Deed Records; said 1,038 square foot tract being more particularly described as follows (Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue (a 60-foot wide right-of-way), as described in a Special Warranty Deed to 1222 North Bishop Avenue recorded in Instrument No. 20070025343 of the Deed Records of Dallas County, Texas):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap set in the southeast line of said 20-foot wide alley; said point being South 32 degrees, 19 minutes, 32 seconds West, a distance of 269.70 feet from a 1/2-inch iron rod found at the intersection of said southwest line of Ballard Avenue and the said southeast line of the 20-foot wide alley;

THENCE, South 32 degrees, 19 minutes, 32 seconds West, along the said southeast line of the 20-foot wide alley, a distance of 50.59 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, North 55 degrees, 54 minutes, 10 seconds West, departing the said southeast line of the 20-foot wide alley, a distance of 20.01 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner in the northwest line of said 20-foot wide alley;

THENCE, North 32 degrees, 19 minutes, 32 seconds East, along the said northwest line of the 20-foot wide alley, a distance of 52.77 feet to a 3/8-inch iron rod with "West 682" cap found for corner;

THENCE, South 55 degrees, 54 minutes, 10 seconds East, departing the said northwest line of the 20-foot wide alley, distance of 10.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner in the centerline of said 20-foot wide alley;

THENCE, South 32 degrees, 19 minutes, 32 seconds West, along the said centerline of the 20-foot wide alley, a distance of 1.30 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;

THENCE, South 50 degrees, 53 minutes, 41 seconds East, departing the said centerline of the 20-foot wide alley, a distance of 10.07 feet to the POINT OF BEGINNING;

CONTAINING, 1,038 square feet or 0.024 acres of land, more or less.

(A survey plat of even date herewith accompanies this legal description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract described.

7/16/07

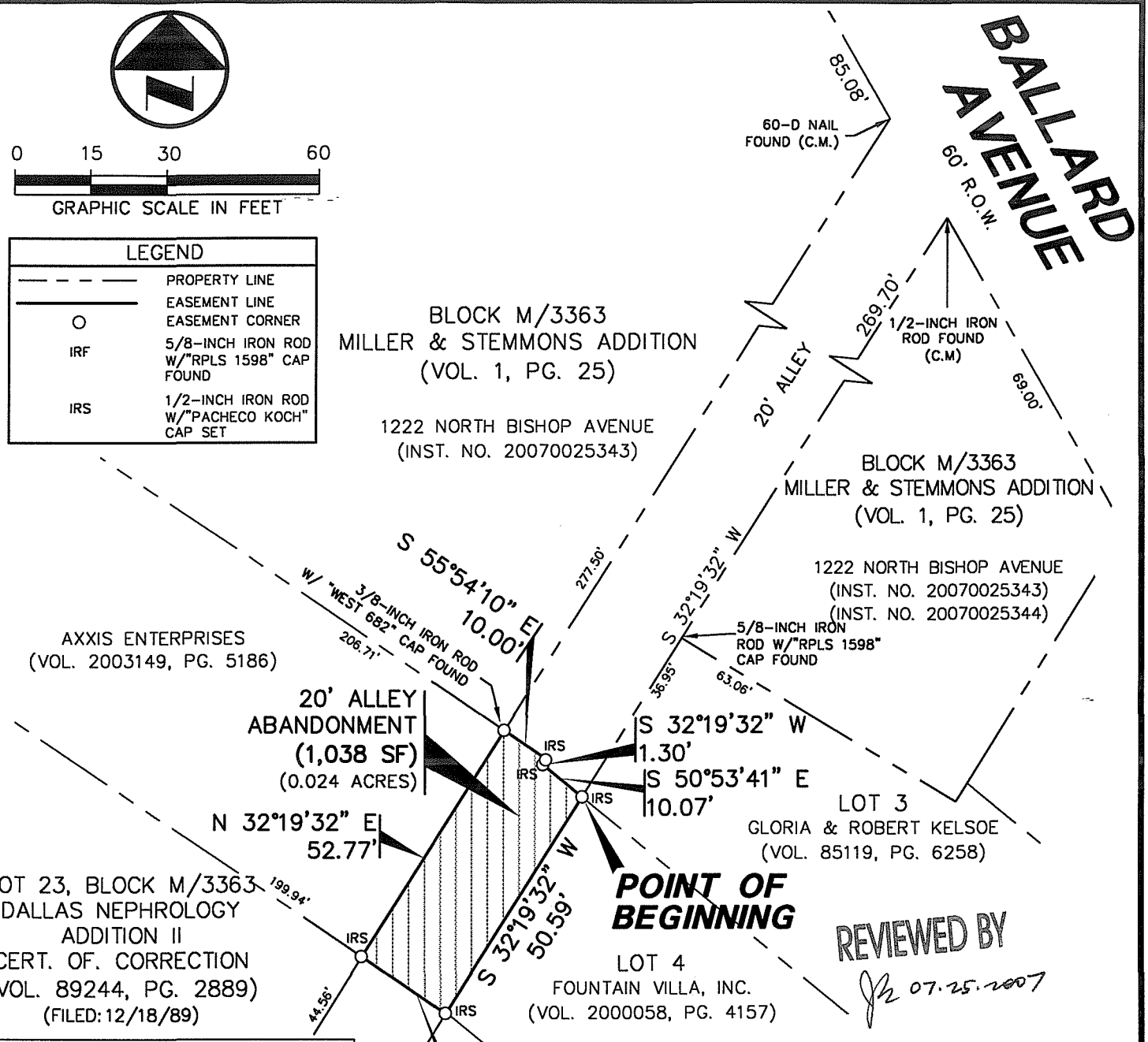
Michael Larry Lewis, Jr. Date
Registered Professional Land Surveyor No. 5773
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

REVIEWED BY
07.25.2007

(For SPRG use only)
Reviewed By: _____
Date: _____
SPRG NO: _____

EXHIBIT 3.doc
2820-07.071EX3.dwg

EXHIBIT A



REVIEWED BY
07.25.2007

(For SPRG use only)
Reviewed By: _____
Date: _____
SPRG NO: _____

NOTES:
1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue (a 60-foot wide wright-of-way), as described in the Special Warranty Deed to 1222 North Bishop Avenue, recorded in Instrument No. 20070025343, of the Deed Records of Dallas County, Texas.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

7/16/07
Michael Larry Lewis, Jr. Date
Registered Professional Land Surveyor No. 5773

STATE OF TEXAS
REGISTERED
MICHAEL LARRY LEWIS, JR.
5773
PROFESSIONAL
LAND SURVEYOR

ALLEY ABANDONMENT
20-FOOT WIDE ALLEY

LOCATED IN THE CITY OF DALLAS
CITY BLOCK M/3363 OF THE MILLER & STEMMONS ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
DALLAS COUNTY, TEXAS
SHEET 2 OF 2

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AP	MLL	1"=30'	FEB. 2007	2820-07.017

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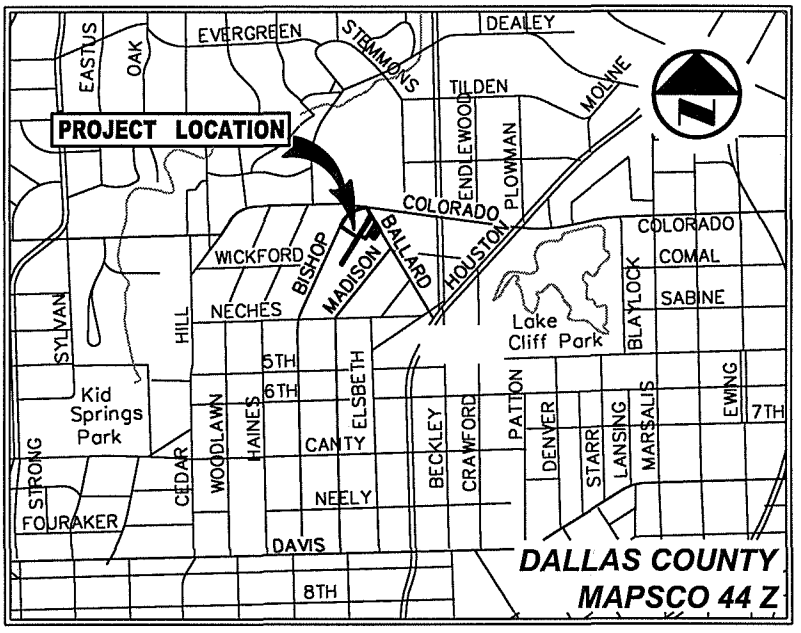
DWG FILE: 2820-07-017EX3.DWG

EXHIBIT A



VICINITY MAP

(NOT TO SCALE)

ALLEY ABANDONMENT
20-FOOT WIDE ALLEY

LOCATED IN THE CITY OF DALLAS
CITY BLOCK M/3363 OF THE MILLER & STEMMONS ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
DALLAS COUNTY, TEXAS

DWG FILE: 2820-07-017EX3.DWG

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EXHIBIT A

ALLEY ABANDONMENT
VARIABLE WIDTH ALLEY
Lot 23A, City Block M/3363
Dallas Nephrology Addition
G.S.C. Leonard Survey, Abstract No. 783
City of Dallas, Dallas County, Texas

DESCRIPTION, of a 4,387 square foot (0.101 acre) tract of land situated in the G.S.C. Leonard Survey, Abstract No. 783, Dallas County, Texas; said tract being part of a variable width alley located in City Block M/3363; and being all of those two "Alley R.O.W. Ded. to the City of Dallas" tracts, according to the Plat of the Dallas Nephrology Addition, an addition to the City of Dallas, recorded in Volume 89104, Page 2232, and to the Replat of the Dallas Nephrology Addition, an addition to the City of Dallas, recorded in Volume 89244, Page 2889 of the Deed Records of Dallas County, Texas; said 4,387 square foot tract being more particularly described as follows (Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue (a 60-foot wide right-of-way), as described in a Special Warranty Deed to 1222 North Bishop Avenue recorded in Instrument No. 20070025343 of the Deed Records of Dallas County, Texas):

BEGINNING, at a 1/2-inch iron rod with "Pacheco Koch" cap set in the southeast line of a variable width alley (20 feet wide at this point); said point being South 32 degrees, 19 minutes, 32 seconds West, a distance of 320.29 feet from a 1/2-inch iron rod found at the intersection of said southwest right-of-way line of Ballard Avenue and the southeast line of said variable width alley, said point being the west corner of Lot 4, Block M/3363 Miller & Stemmons Addition recorded in Volume 1, Page 25 and the north corner of Lot 5, Block M/3363 Miller & Stemmons Addition recorded in Volume 1, Page 25 of the Deed Records of Dallas County, Texas;

THENCE, South 32 degrees, 19 minutes, 32 seconds West, along the said southeast line of the variable width alley, a distance of 270.55 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner (15-foot wide alley at this point);

THENCE, North 56 degrees, 25 minutes, 41 seconds West, departing the said southeast line of the variable width alley, a distance of 15.00 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner along the northwest line of the said variable width alley;

THENCE, along the said northwest line of the variable width alley the following three (3) calls:

> North 32 degrees, 19 minutes, 32 seconds East, a distance of 186.03 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;
>
> North 24 degrees, 52 minutes, 44 seconds East, a distance of 38.58 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner;
>
> North 32 degrees, 19 minutes, 32 seconds East, a distance of 46.56 feet to a 1/2-inch iron rod with "Pacheco Koch" cap set for corner, said point being south corner of a tract of land described in the Warranty Deed to Axxis Enterprises recorded in Volume 2003149, Page 5186 of Deed Records of Dallas County, Texas;

THENCE, South 55 degrees, 54 minutes, 10 seconds East, departing the said northwest line of the variable width alley, a distance of 20.01 feet to the POINT OF BEGINNING;

9/19

EXHIBIT 4.doc
2820-07.017EX4.dwg

EXHIBIT A

ALLEY ABANDONMENT
(CONTINUED)

CONTAINING, 4,387 square feet or 0.101 acres of land, more or less.

(A survey plat of even date herewith accompanies this legal description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the tract described.

9/17/07

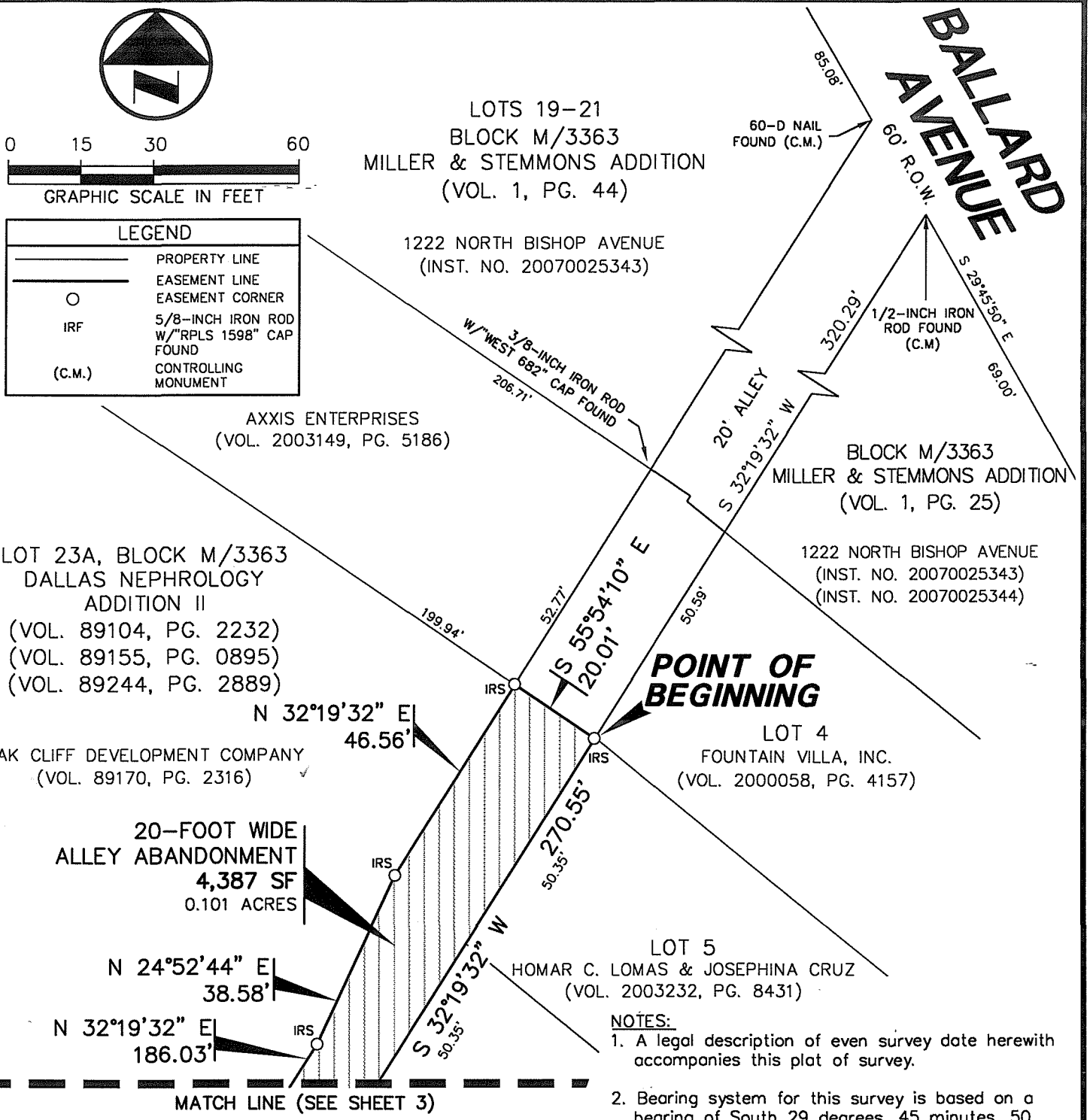
Michael Larry Lewis, Jr. Date
Registered Professional Land Surveyor No. 5773
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031

(For SPRG use only)
Reviewed By: JL
Date: 9-19-07
SPRG NO: 1118

9/19

EXHIBIT 4.doc
2820-07.017EX4.dwg

EXHIBIT A



NOTES:

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue (a 60-foot wide right-of-way), as described in the Special Warranty Deed to 1222 North Bishop Avenue, recorded in Instrument No. 20070025343, of the Deed Records of Dallas County, Texas.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

STATE OF TEXAS
REGISTERED
MICHAEL LARRY LEWIS, JR.
5773
PROFESSIONAL
LAND SURVEYOR

9/17/07

Michael Larry Lewis, Jr.
Registered Professional
Land Surveyor No. 5773

Date

ALLEY ABANDONMENT
VARIABLE WIDTH ALLEY

LOT 23 A, BLOCK M/3363, DALLAS NEPHROLOGY ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 3 OF 4

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

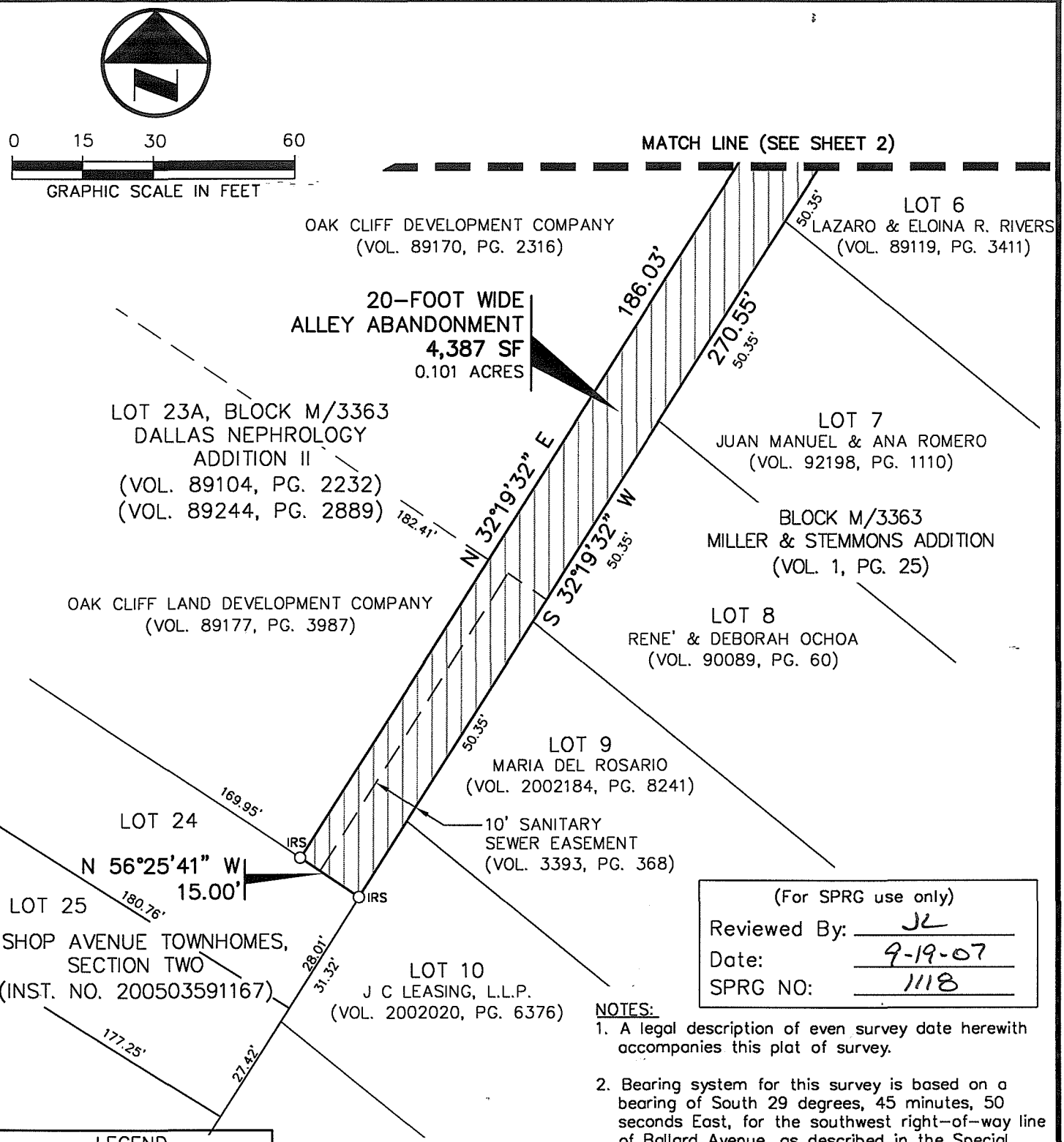
DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AP	MLL	1"=30'	FEB. 2007	2820-07.017

M:\DWG-28\2820-07.017\DWG\2820-07-017EX4.DWG

9/19

DWG FILE: 2820-07-017EX4.DWG

EXHIBIT A



(For SPRG use only)	
Reviewed By:	JL
Date:	9-19-07
SPRG NO:	1118

NOTES:

1. A legal description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on a bearing of South 29 degrees, 45 minutes, 50 seconds East, for the southwest right-of-way line of Ballard Avenue, as described in the Special Warranty Deed to 1222 North Bishop Avenue, recorded in Instrument No. 20070025343, of the Deed Records of Dallas County, Texas.

LEGEND	
	PROPERTY LINE
	EASEMENT LINE
O	EASEMENT CORNER
IRF	5/8-INCH IRON ROD W/"RPLS 1598" CAP FOUND
(C.M.)	CONTROLLING MONUMENT

ALLEY ABANDONMENT
VARIABLE WIDTH ALLEY

LOT 23 A, BLOCK M/3363, DALLAS NEPHROLOGY ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
CITY OF DALLAS, DALLAS COUNTY, TEXAS
SHEET 4 OF 4

Pacheco Koch Consulting Engineers
8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX. 75206 972.235.3031

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
AP	MLL	1"=30'	FEB. 2007	2820-07.017

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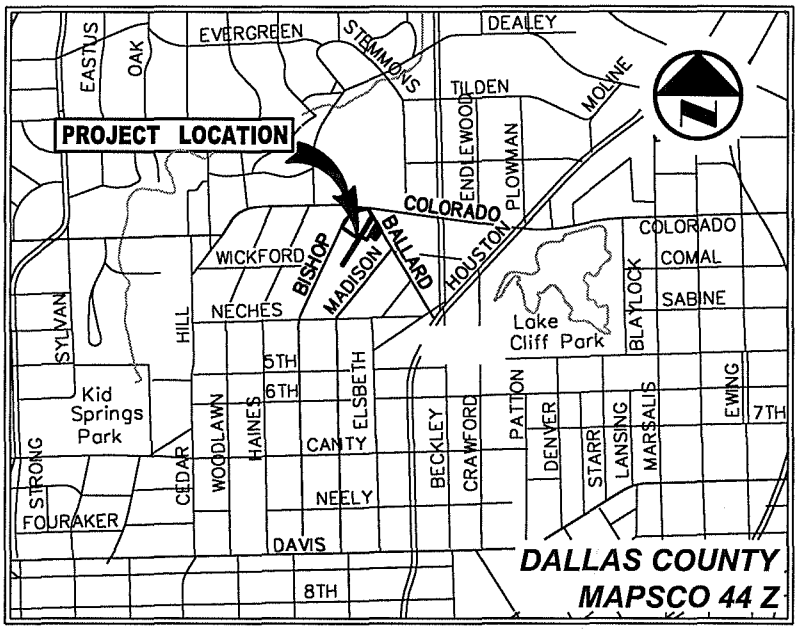
DWG FILE: 2820-07-017EX4.DWG

9/19

EXHIBIT A



VICINITY MAP

(NOT TO SCALE)

(For SPRG use only)	
Reviewed By:	JL
Date:	9-19-07
SPRG NO:	1118

ALLEY ABANDONMENT
VARIABLE WIDTH ALLEY

LOT 23 A, BLOCK M/3363, DALLAS NEPHROLOGY ADD.
BEING OUT OF THE
G.S.C. LEONARD SURVEY, ABSTRACT NO. 783
CITY OF DALLAS, DALLAS COUNTY, TEXAS

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9/19

DWG FILE: 2820-07-017EX4.DWG

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.

ADDENDUM ITEM # 8

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 8

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 73 B

SUBJECT

An ordinance granting an MU-3 Mixed Use District subject to deed restrictions volunteered by the applicant on the north side of Wheatland Road, east of West Virginia Drive - Z067-214 - Financing: No cost consideration to the City

BACKGROUND

The City Council, on September 26, 2007, approved an MU-3 Mixed Use District subject to deed restrictions volunteered by the applicant on the north side of Wheatland Road, east of West Virginia Drive and asked that the ordinance and volunteered deed restrictions be brought back on October 10, 2007. The applicant volunteered deed restrictions prohibiting multifamily uses on the request site.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On August 2, 2007, the City Plan Commission recommended approval of an MU-3 Mixed Use District on the north side of Wheatland Road, east of West Virginia Drive.

On September 26, 2007, the City Council approved an MU-3 Mixed Use District subject to deed restrictions volunteered by the applicant on the north side of Wheatland Road, east of West Virginia Drive and asked that the ordinance and volunteered deed restrictions be brought back on October 10, 2007.

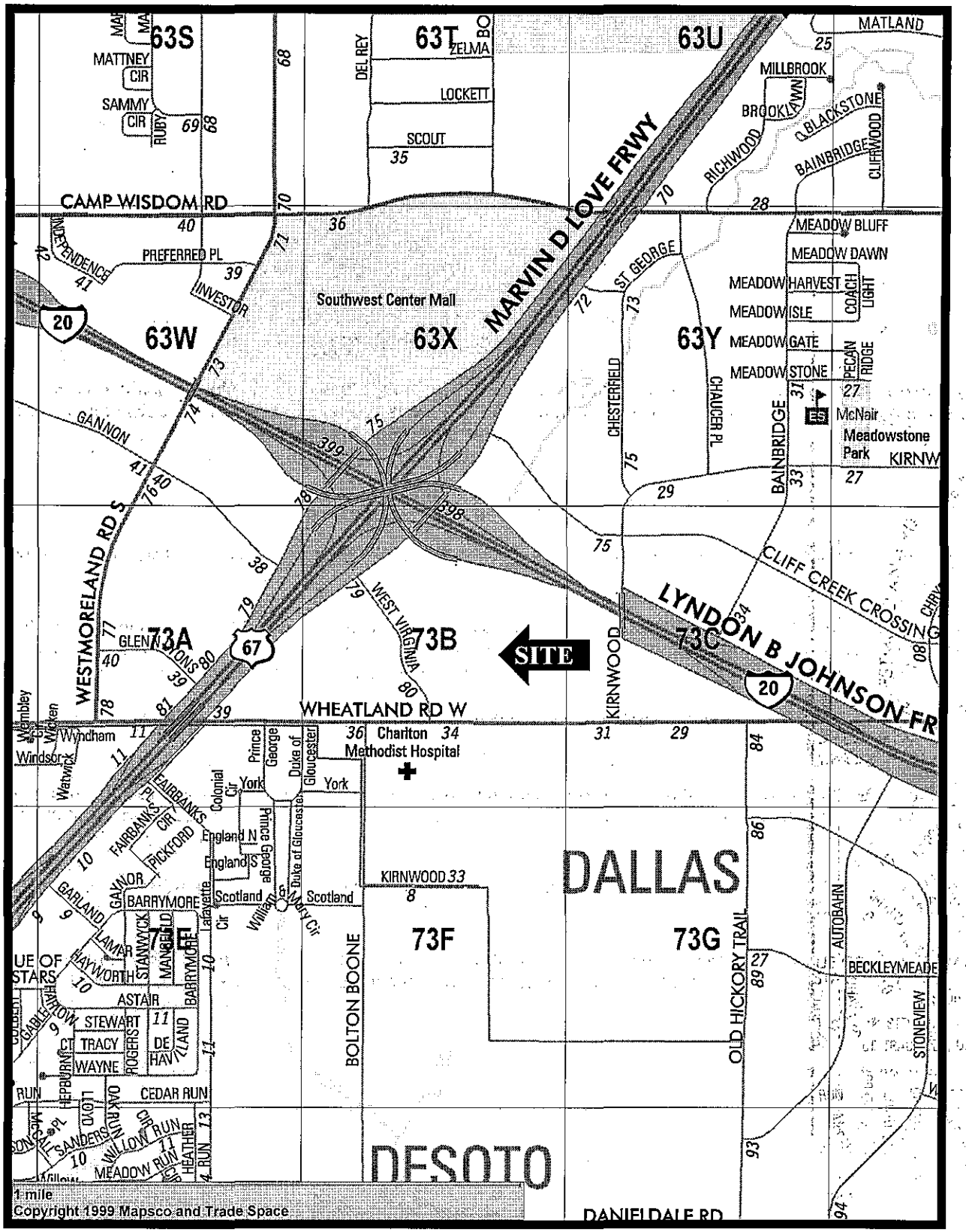
FISCAL INFORMATION

No cost consideration to the City.

MAP

Attached.

Vicinity Map



Z067-214

HONORABLE MAYOR & CITY COUNCIL **WEDNESDAY, SEPTEMBER 26, 2007**

ACM: A. C. Gonzalez

FILE NUMBER: Z067-214 (JH) **DATE FILED:** April 6, 2007

LOCATION: North side of Wheatland Road, east of West Virginia Drive

COUNCIL DISTRICT: 8 **MAPSCO:** 73-B

SIZE OF REQUEST: Approx. 9.47 acres **CENSUS TRACT:** 166.05

REPRESENTATIVE: Matthew Cragun

APPLICANT: John Odell

OWNER: See attached list

REQUEST: An application for an MU-3 Mixed Use District on property zoned an NO(A) Neighborhood Office District and a GO(A) General Office District.

SUMMARY: The applicant proposes to construct a mixed-use development of retail, office, and multifamily uses.

CPC RECOMMENDATION: Approval

STAFF RECOMMENDATION: Approval

Z067-214

Ownership:

HOLLAND, JOHNS, SCHWARTZ & PENNY, L.L.P.
(A REGISTERED LIMITED LIABILITY PARTNERSHIP OF PROFESSIONAL CORPORATIONS)
ATTORNEYS AT LAW
306 WEST SEVENTH STREET, SUITE 500
FORT WORTH, TEXAS 76102-4982

J. WALKER HOLLAND, P.C.
MARGARET E. HOLLAND, P.C.
GEORGE T. JOHNS, P.C.
LEWIS D. SCHWARTZ, P.C.
WILLIAM M. PENNY, JR., P.C.*

OF COUNSEL
DOUGLAS R. HUDMAN**

TELEPHONE (817) 335-1050
METRO (817) 429-9463
FAX (817) 332-3140
EMAIL WMP@HJSLLP.COM

* BOARD CERTIFIED-ESTATE PLANNING AND PROBATE
** BOARD CERTIFIED-CIVIL TRIAL
TEXAS BOARD OF LEGAL SPECIALIZATION

June 4, 2007

Mr. Matt Cragun
c/o O'Donald Engineering
1601 E. Lamar Blvd.
Arlington, Texas 76011

Re: 15.288 acre parcel of real property located at Wheatland Road, Dallas County, Texas (the "Property")

Dear Mr. Cragun:

In connection with our previous telephone conversations, my files would indicate that the above-referenced Property is owned in the following undivided interests:

Mary King Penny	39%
Kendall King Waggoner	39%
William M. Penny, Jr.	8%
Keith A. Waggoner	8%
William M. Penny, Jr., Trustee of The Penny Childrens' Trust	3%
Keith A. Waggoner, Trustee of The Waggoner Childrens' Trust	3%

By Warranty Deed dated September 30, 1985, filed for record on October 7, 1985, and recorded in Volume 85196, Page 4038, Deed Records, Dallas County, Texas, Chestnut-McKenzie-Wheatland Road Joint Venture conveyed the Property to Julius W. King (undivided 50% interest), Mary K. Penny (undivided 25% interests) and Kendall K. Waggoner (undivided 25% interest).

During the years 1993 through 1998, Julius W. King conveyed his 50% undivided interest in the Property to Mary K. Penny (14%), Kendall King Waggoner (14%), William M. Penny, Jr. (8%), Keith A. Waggoner (8%), William M. Penny, Jr., Trustee, The Penny Childrens' Trust (3%), Keith A. Waggoner, Trustee, The Waggoner Childrens' Trust (3%). For each of the years 1993-1998, Julius King would convey an interest in the Property to his wife, Marion K. King, and then both Julius King and Marion King would convey to the current owners. Correction Deeds were filed for the

years 1993-1996 to correct an inadvertent error in the legal description of the Property, attached as an exhibit to the original deeds for said years.

Please contact me should you have any questions.

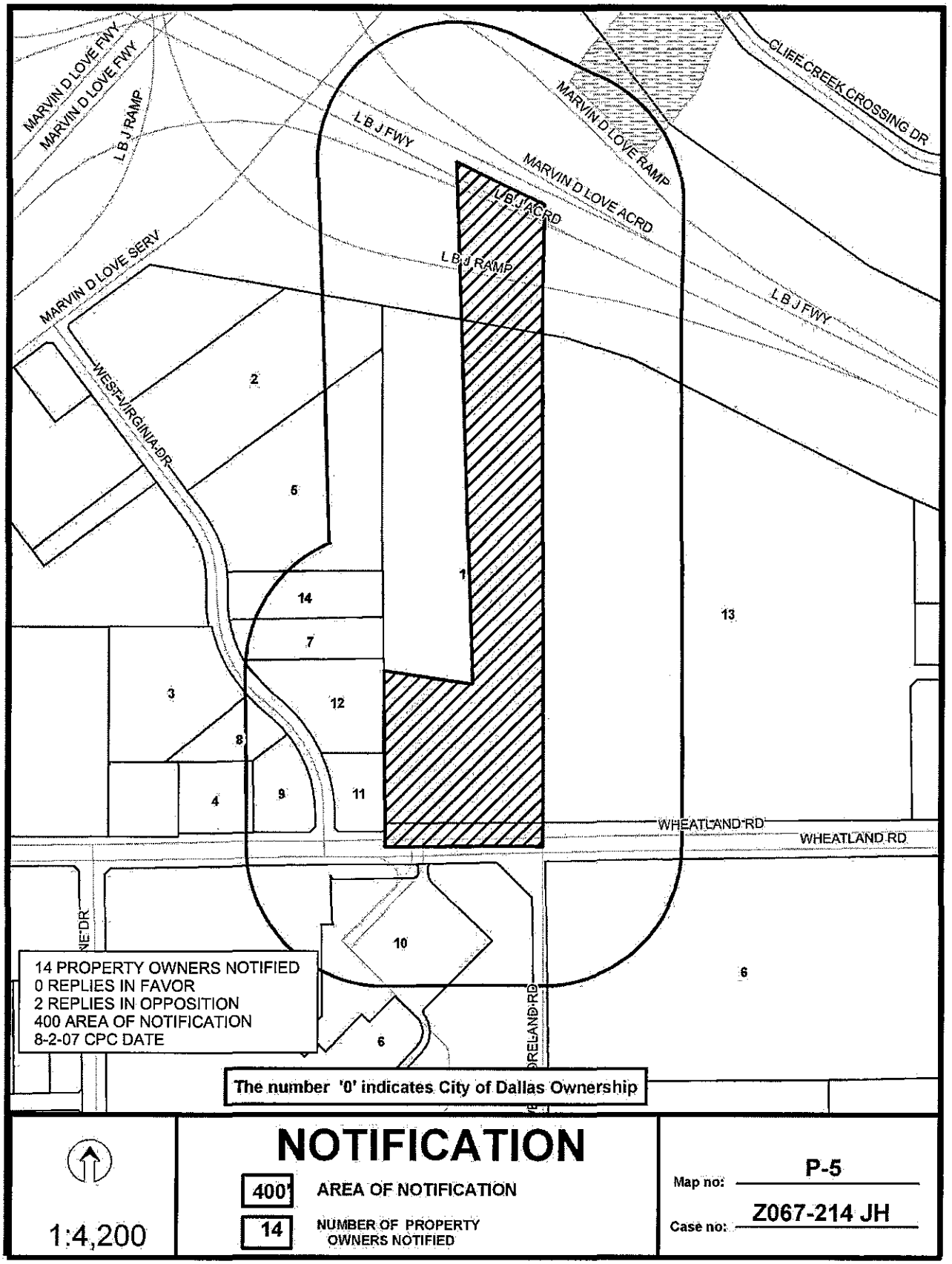
Sincerely,

William M. Penny, Jr.

WMP:mi

Z067-214

CPC RESPONSES



Notification List of Property Owners

Z067-214(JH)(CS)

14 Property Owners Notified

	Label	Address		Owner
	1	3400	WHEATLAND	KING MARION K ET AL
	2	8027	WEST VIRGINIA	DALLAS COUNTY NURSING
	3	7992	WEST VIRGINIA	DESOTO SURGICARE PTRS LTD
	4	3535	WHEATLAND	HEALTH IMAGES TEXAS INC
	5	8017	WEST VIRGINIA	LLLD ASSOCIATES LP
	6	2802	WHEATLAND	METHODIST HOSPITALS OF DA
X	7	7900	WEST VIRGINIA	MOLAVILLE MGT LTD
	8	8000	WEST VIRGINIA	NASION LP
	9	3503	WHEATLAND	OSTEON INCORPORATED
	10	3450	WHEATLAND	PAVILLION PROPERTIES
	11	3443	WHEATLAND	ROSLER TRADING INC
	12	7979	WEST VIRGINIA	SOUTHWEST PHYSICIANS PA
	13	3155	WHEATLAND	WALMART REAL EST BUS TRST
X	14	7900	WEST VIRGINIA	WRR PROPERTIES INC TR

ADDENDUM ITEM # 9

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 14

DEPARTMENT: Housing

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 45K

SUBJECT

Authorize an amendment to Resolution Nos. 06-0963, previously approved on March 28, 2006 and 07-1595, previously approved on May 23, 2007, to **(1)** allow $750,000 in CDBG funds previously approved for principal reduction (acquisition) to also include expenditures for related soft costs; and **(2)** extend the time frame to June 30, 2008 to allow the Central Dallas Community Development Corporation and JPMorgan Chase to enter into a loan renewal agreement for reduction of the principal balance of the Chase acquisition loan - Financing: No cost consideration to the City

BACKGROUND

The approval of this request will authorize an extension of time from August 10, 2007 to no later than June 30, 2008 for $750,000 of Residential Development Acquisition Loan Program (RDALP) funds to be applied to the acquisition and related soft costs of the existing acquisition loan between Central Dallas Community Development Corporation's (CDCDC) Akard Walk, L.P. and JPMorgan Chase. This extension request is necessary to allow for the completion of the Texas Historical Commission and U.S. National Park Service environmental reviews required under Section 106 of the National Historic Preservation Act of 1966 and for Historic Preservation Certification prior to funding of the federal RDALP funds. Background of previous actions taken by the City follow.

On March 28, 2006 the City Council approved Resolution No. 06-0963 which authorized a $750,000 RDALP loan for CDCDC or another entity created by CDCDC for the CityWalk @ Akard Apartment rehabilitation project located at 511 N. Akard, Dallas, Texas, subject to approval and award of 9% tax credits by the State by September 30, 2006, compliance with federal and RDALP requirements and execution of first lien lenders loan for construction. The RDALP loan was to be used to pay partial acquisition costs to be secured by a subordinate lien. This approval included the City's intent, subject to subsequent Council authorization, to allocate up to $1 million in future 2005 Homeless Assistance Center General Obligation Bond proceeds in exchange for 50 units in the CityWalk @ Akard Project being set aside for tenants who are transitioning out of homelessness.

BACKGROUND (continued)

On July 28, 2006, the Texas Department of Housing and Community Affairs Board approved a forward commitment for 2007 for the CityWalk @ Akard Project, allowing the Project to receive the tax allocation and move forward.

On September 27, 2006 the City Council approved by Resolution No. 06-2651, which amended Resolution 06-0963 deadline for obtaining and closing the tax credit financing and the execution of the first lien lenders construction loan for the CityWalk @ Akard project until September 30, 2007. All other terms and obligations remained the same as approved in the March 28, 2006 City Council by Resolution No. 06-0963. The CityWalk @ Akard L.P., an entity created by the CDCDC acquired 511 N. Akard on November 10, 2006, with acquisition loans totaling $6.4 million, from JPMorgan Chase and Enterprise Community Partners.

On April 26, 2007, JPMorgan Chase, who provided financing in the amount of $4,575,000 for the acquisition of the 15 story building located at 511 N. Akard formally requested that the City modify the original Council approval by Resolution No. 06-0963, as amended by Resolution No. 06-2651 to change the terms of how the RDALP funding would be funded, as a condition for extension of JPMorgan Chase's acquisition loan.

On May 23, 2007, the City Council approved by Resolution No. 07-1595, an amendment to Resolution No. 06-2651, approved on September 7, 2006, granting the request, including a requirement for Applicant to execute a loan renewal with JPMorgan Chase and applying the $750,000 CDBG funding to reduce the principal balance no later than August 10, 2007, and filing of a prior lien deed restrictions in compliance with applicable RDALP and federal regulations and a subordinate lien against the CityWalk @ Akard Project.

The JPMorgan Chase 511 N. Akard loan with CDCDC's Akard Walk, L. P. matured on May 10, 2007 and is currently in underwriting for an extension of the acquisition loan with thresholds for leasing commitments that must be met by January 2008. The $750,000 RDALP funding would reduce the outstanding balance of the $4,575,000 acquisition funding by JPMorgan Chase.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On August 10, 2005, the City Council approved the FY 2005-06 Consolidated Plan Budget which included $1,000,000 of Community Development Block Grant funds for the Residential Development Acquisition Loan Program by Resolution No. 05-2233.

On March 6, 2006, the Economic Development and Housing Committee was briefed on the CityWalk @ Akard project for submission of the Texas Department of Housing and Community Affairs Project 9% tax credit application.

PRIOR ACTION/REVIEW (Council, Boards, Commissions) (continued)

On March 8, 2006, the City Council approved the pre-application waiver of the City's multifamily policy for the CDCDC's CityWalk @ Akard project for submission of the Texas Department of Housing and Community Affairs Project 9% tax credit application by Resolution No. 06-0871.

On March 28, 2006, the City Council approved support of the CDCDC CityWalk @ Akard project for submission of the Texas Department of Housing and Community Affairs Project 9% tax credit application and authorized a $750,000 Residential Development Acquisition Loan Program by Resolution No. 06-0963.

On September 27, 2006, the City Council approved the extension of the previous termination date of September 30, 2006 commitment for CityWalk @ Akard Project to a new termination date of September 30, 2007 by Resolution No. 06-2651.

On May 23, 2007, the City Council approved the reduction of the number of units from 209 to 194 and to amend the terms of the City's loan by Resolution No. 07-1595.

FISCAL INFORMATION

No cost consideration to the City.

OWNERS

Akard Walk, L. P.

Central Dallas CDC, General Partner
John Greenan, Executive Director

DEVELOPERS

McCaslin Development Co.

Butch McCaslin, Co-President

Central Dallas CDC

John Greenan, Executive Director

MAP

Attached

STEMMONS FRWY
NORTH TOLLWAY
MAPLE AVE
McKINNON ST
HARRY HINES BLVD
CEDAR SPRINGS RD
McKINNEY AVE
WOODALL RODGERS FRWY
ROSS AVE
PEARL ST
OAK LAWN AVE
MARKET CENTER BLVD
INDUSTRIAL BLVD N
CONTINENTAL AVE
CONTINENTAL VIADUCT
COMMERCE ST
HOUSTON ST S
LAMAR ST S
GRIFFIN ST S
AKARD ST S
YOUNG ST
ERVAY ST
HARWOOD ST S
CENTRAL EXPWY
JULIUS SCHEPPS
GASTON AVE
ELM ST
MAIN ST
PACIFIC AVE
LIVE OAK ST
SAN JACINTO
OLIVE ST
HARWOOD N
ST PAUL
FIELD ST
AKARD ST N
LAMAR ST N
HOUSTON ST N
Reunion Tower
Reunion Arena
Dallas Convention Center
City Hall Plaza
SEE DETAIL MAP SECTION
1 mile
Copyright 1999 Mapsco and Trade Space

1 : 511 N Akard

WHEREAS, on January 6, 2006, the Texas Department of Housing and Community Affairs (TDHCA) received a 9% pre-application from Central Dallas Community Development Corporation (CDCDC), for 9% tax credits for the CityWalk @ Akard ("Project"), rehabilitation project composed of 209 units; and

WHEREAS, on March 6, 2006, the Economic Development and Housing Committee was briefed on the Project and voted to recommend that the City Council adopt a resolution supporting the pre-application waiver for tax credit and/or tax-exempt bond financing of the acquisition and tax credit financing of the CityWalk @ Akard multifamily development; and

WHEREAS, on March 8, 2006, the City Council approved the pre-application waiver for the Project by Resolution No. 06-0871; and

WHEREAS, on March 28, 2006, the City Council approved a $750,000 loan under the Residential Development Acquisition Loan Program (RDALP) to CDCDC subject to the approval and award of 9% tax credits by the State for this development and execution of first lien lender's loan for construction by the termination date of September 30, 2006, and compliance with applicable RDALP and Federal requirements, and the intent to authorize pursuant to a subsequent Council resolution of up to $1,000,000 in 2006 Homeless Assistance Center General Obligation Bond funds to acquire a long-term leasehold interest in 50 subsidized units set aside for the homeless by Resolution No. 06-0963; and

WHEREAS, on July 28, 2006, the TDHCA Board approved a forward commitment for 2007 for the CityWalk @ Akard Project, allowing the Project to receive the tax allocation and move forward; and

WHEREAS, on September 27, 2006, the City approved the extension of the previous date of the September 30, 2006 commitment for the CityWalk @ Akard Project to a new termination date of September 30, 2007 by Resolution No. 06-2651; and

WHEREAS, on May 23, 2007, the City authorized an amendment to Resolution No. 06-0963, previously approved on March 28, 2006, as amended by Resolution No. 06-2651 approved on September 27, 2006 to (1) reduce the number of units for the CityWalk @ Akard project from 209 to 194; (2**)** amend the terms for the CityWalk @ Akard project to allow for $750,000 to be used toward a principal reduction at execution of a renewal and extension of the existing acquisition loan between JPMorgan Chase and Akard Walk, L.P.; (3**)** extend the loan term from 15 years to 20 years at 0% interest forgivable at a rate of 1/240 monthly for 20 years; and (4) permit funding of RDALP loan prior to the closing of the tax credit financing and the execution of the first lien lender's loan for construction by Resolution No. 07-1595; and

WHEREAS, the City desires to authorize an amendment to Resolution Nos. 06-0963 previously approved on March 28, 2006 and 07-1595, previously approved on May 23, 2007, to (1) to allow $750,000 in CDBG funds previously approved for principal reduction (acquisition) to also include expenditures for and related soft costs, and (2) to extend the term for execution of loan renewal between Central Dallas Community Development Corporation and JPMorgan Chase for reduction to the principal balance of the Chase acquisition loan to June 30, 2008 - Financing: No cost consideration to the City; **NOW, THEREFORE,**

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

SECTION 1. That the City desires to authorize an amendment to Resolution Nos. 06-0963 previously approved on March 28, 2006 and 07-1595, previously approved on May 23, 2007, to (1) to allow $750,000 in CDBG funds previously approved for principal reduction (acquisition) to also include expenditures for and related soft costs, and (2) to extend the term for execution of loan renewal between Central Dallas Community Development Corporation and JPMorgan Chase for reduction to the principal balance of the Chase acquisition loan to June 30, 2008.

SECTION 2. That Section 2 of Resolution No. 07-1595 is hereby amended to provide as follows: That following approval as to form by the City Attorney, the City Manager is authorized to execute loan documents with Central Dallas Community Development Corporation (CDCDC) or another entity created by CDCDC ("Applicant"), in an amount not to exceed $750,000, for the partial acquisition of the 511 North Akard ("Property"), consistent with the Program Statement for the RDALP. This approval is contingent upon the Applicant executing a loan renewal with JPMorgan Chase and applying the $750,000 CDBG funding to acquisition and related soft costs no later than June 30, 2008, and filing of a prior lien deed restrictions in compliance with applicable RDALP and federal regulations and a subordinate lien against the CityWalk @Akard Project. The outstanding principal balance of the loan shall bear an interest rate equal to 0% interest forgivable at a rate of 1/240 monthly for 20 years.

SECTION 3. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to the RDALP loan funds for the CityWalk @ Akard Project, until such time as the loan documents are duly approved by all parties and executed.

SECTION 4. That, except as amended herein, Resolution No. 06-0963, as amended by Resolution No. 06-2651 and Resolution No. 07-1595, shall remain in full force and effect and this resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of Dallas, and it is accordingly so resolved.

DISTRIBUTION:
Housing Department
City Attorney's Office
Office of Financial Services/Community Development, 4FS

ADDENDUM ITEM # 10

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Housing

CMO: A. C. Gonzalez, 671-8925

MAPSCO: N/A

SUBJECT

Authorize a third amendment to the Land Bank Interlocal Cooperation Contract between the City of Dallas, Dallas County, Dallas Independent School District, Dallas County Hospital District, Dallas County School Equalization Fund, Dallas County Education District and Dallas County Community College District to **(1)** extend the term of the contract to September 30, 2008; and **(2)** provide that the City may refer up to an additional 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008 - Financing: No cost consideration to the City

BACKGROUND

This action will authorize the City Manager to execute the Third Amendment to the Land Bank Interlocal Cooperation Contract by and among the City of Dallas, Dallas County, Dallas Independent School District, Dallas County Hospital District, Dallas County School Equalization Fund, Dallas County Education District and Dallas County Community College District that allows the term of the contract to be extended to September 30, 2008 and the City to refer up to an additional 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008.

On January 28, 2004, the City Council approved the City of Dallas FY 2003-04 Urban Land Bank Demonstration Program Plan and authorized Dallas Housing Acquisition and Development Corporation (DHADC) to amend its Articles of Incorporation and Bylaws to expand its purposes and authority to carry out the Urban Land Bank Demonstration Program.

On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program previously approved by City Council on January 28, 2004.

BACKGROUND (continued)

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC contract to provide additional operating and acquisition funds.

On August 10, 2005, the City Council authorized an amendment to the Land Bank Interlocal Contract to allow the City to refer an additional 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2006 and to extend the term to September 30, 2007

On August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan.

On August 23, 2006, the City Council authorized a second amendment to the Land Bank Interlocal Contract to allow the City to refer up to an additional 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007.

On October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan.

On October 10, 2007, the City Council approved the City of Dallas FY 2007-08 Urban Land Bank Demonstration Program Plan.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On January 28, 2004, the City Council authorized the establishment of the DHADC as its land bank, authorized amendments to the Articles of Incorporation and By-Laws of the DHADC, and authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-0458.

On May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program previously approved by City Council on January 28, 2004 by Resolution No. 04-1726.

On October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC Contract to provide additional operating and acquisition funds for FY 2004-05 by Resolution No. 04-2930.

PRIOR ACTION/REVIEW (Council, Boards, Commissions) (continued)

On August 10, 2005, the City Council authorized an amendment to the Land Bank Interlocal Contract to allow the City to refer an additional 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2006 and to extend the term to September 30, 2007 by Resolution No. 05-2239.

On August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan by Resolution No. 05-2501.

On August 23, 2006, the City Council authorized a second amendment to the Land Bank Interlocal Contract to allow the City to refer up to an additional 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007 by Resolution No. 06-2257.

On October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan by Resolution No. 06-2785.

FISCAL INFORMATION

No cost consideration to the City

WHEREAS, the State Legislature enacted and the Governor signed the Urban Land Bank Demonstration Program Act to enable the foreclosure of unproductive properties and sale to a land bank for the development of affordable housing; and

WHEREAS, on January 28, 2004, the City Council authorized the establishment of the Dallas Housing Acquisition and Development Corporation (DHADC) as its land bank and authorized an interlocal contract with the affected taxing jurisdictions for participation in the Dallas Urban Land Bank Demonstration Program by Resolution No. 04-0458; and

WHEREAS, on May 26, 2004, the City Council authorized a contract with DHADC for the provision of land bank services as set forth in the amended Program Statement for the Dallas Urban Land Bank Demonstration Program previously approved by City Council on January 28, 2004 by Resolution No. 04-1726; and

WHEREAS, on October 13, 2004, the City Council approved the City of Dallas FY 2004-05 Urban Land Bank Demonstration Program Plan and authorized an amendment to the DHADC Contract to provide additional operating and acquisition funds for FY 2004-05 by Resolution No. 04-2930; and

WHEREAS, on August 10, 2005, the City Council authorized an amendment to the Land Bank Interlocal Contract to allow the City to refer an additional 625 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2006 and to extend the term to September 30, 2007 by Resolution No. 05-2239; and

WHEREAS, on August 24, 2005, the City Council approved the City of Dallas FY 2005-06 Urban Land Bank Demonstration Program Plan by Resolution No. 05-2501; and

WHEREAS, on August 23, 2006, the City Council authorized a second amendment to the Land Bank Interlocal Contract to allow the City to refer up to an additional 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2007 by Resolution No. 06-2257; and

WHEREAS, on October 11, 2006, the City Council approved the City of Dallas FY 2006-07 Urban Land Bank Demonstration Program Plan by Resolution No. 06-2785; and

October 10, 2007

WHEREAS, the City Council desires to authorize the City Manager to execute a third amendment to the Land Bank Interlocal Cooperation Contract by and among the City of Dallas, Dallas County, Dallas Independent School District, Dallas County Hospital District, Dallas County School Equalization Fund, Dallas County Education District and Dallas County Community College District (the "Parties") that allows the term of the contract to be extended to September 30, 2008 and the City to refer up to an additional 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008; **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 authorized to execute the third amendment to the Land Bank Interlocal Cooperation Contract by and among the City of Dallas and the Parties that allows the term of the contract to be extended to September 30, 2008 and the City to refer up to an additional 300 parcels intended for acquisition by the Land Bank for filing of a tax lawsuit by March 31, 2008.

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

DISTRIBUTION:
Housing Department
City Attorney's Office
Office of Financial Services/Community Development, 4FN

ADDENDUM ITEM # 11

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Police

CMO: Ryan S. Evans, 670-3314

MAPSCO: N/A

SUBJECT

Authorize an increase in the contract with Dallas County through the Southwestern Institute of Forensic Sciences at Dallas for the provision of forensic, drug, toxicological, environmental and physical evidence analysis and other similar medical/forensic analytical services - Not to exceed $620,000, from $2,442,918 to $3,062,918 - Financing: Current Funds

BACKGROUND

The City has utilized the services of the Southwestern Institute of Forensic Sciences at Dallas by mutual agreement since the inception of the Institute in 1969 and paid for the service by direct payment. Council authorized the first Interlocal agreement with Dallas County for provision of forensic services on January 26, 2000 by Resolution No. 00-0418. The agreement provides for annual renewal by the City.

Prior to 1969, the City and County jointly owned the Dallas City/County Criminal Investigations Laboratory. In 1969, the City withdrew from this entity and the laboratory became a County facility under the organizational structure of the Dallas County medical Examiner's Office. The name was changed to the Southwestern Institute of Forensic Sciences at Dallas.

This interlocal agreement authorized a twelve (12) month contract between the City and County, acting through the Southwestern Institute of Forensic Sciences at Dallas to provide medical/forensic analytical services for the Dallas Police and Dallas Fire Departments, the fees for which are established by the Dallas County Commissioner's Court. Fees were last revised by Dallas County on January 1, 2006 by Court Order No. 2006-064.

The original total payment amount in the FY 06-07 resolution was not to exceed $2,442,918; however this limit does not relieve the City of its obligation to pay Dallas County for additional services rendered at the City's request which may exceed the $2,442,918 limit. This limit was exceeded and it is estimated that an additional $620,000 is needed to complete the FY 06-07 payments. The city is solely responsible for monitoring payments under this agreement.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Authorized renewal of Interlocal Agreement with Southwestern Institute of Forensic Sciences at Dallas for medical/forensic analytical services on October 23, 2002 by Resolution No. 02-3056.

Authorized renewal of Interlocal Agreement with Southwestern Institute of Forensic Sciences at Dallas for medical/forensic analytical services on November 12, 2003 by Resolution No. 03-3075.

Authorized renewal of Interlocal Agreement with Southwestern Institute of Forensic Sciences at Dallas for medical/forensic analytical services on November 10, 2004 by Resolution No. 04-3245.

Authorized renewal of Interlocal Agreement with Southwestern Institute of Forensic Sciences at Dallas for medical/forensic analytical services on November 9, 2005 by Resolution No. 05-3255.

Authorized renewal of Interlocal Agreement with Southwestern Institute of Forensic Sciences at Dallas for medical/forensic analytical services on October 25, 2006 by Resolution No. 06-2977.

On September 18, 2007, the Public Safety Committee was briefed.

FISCAL INFORMATION

$620,000 - Current Funds

October 10, 2007

WHEREAS, on October 25, 2006, City Council authorized a renewal of the interlocal agreement with Dallas County, through Southwestern Institute of Forensic Sciences at Dallas for the provision of forensic, drug, toxicological, environmental and physical evidence analysis and other similar medical/forensic analytical services for a twelve-month contract for forensic services required by the Dallas Police and Fire Departments in the amount of $2,442,918 by Resolution No. 06-2977; and,

WHEREAS, it is now necessary to authorize an increase in the contract with Dallas County, through Southwestern Institute of Forensic Sciences at Dallas to pay for additional forensic expenses incurred by the Police Department in the amount of $620,000, increasing the allocated amount from $2,442,918 to $3,062,918;

Now, Therefore,

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

Section 1. That the City Manager is hereby authorized to increase the contract for the provision of forensic, drug, toxicological, environmental and physical evidence analysis and other similar medical/forensic analytical services with Dallas County, through Southwestern Institute of Forensic Sciences at Dallas (014003) in an amount not to exceed $620,000.

Section 2. That the City Controller be authorized to pay Dallas County/Forensic Science total amounts not to exceed $620,000 from Fund 0001, Department DPD, Unit 2119, Object 3040, Vendor Number 014003, Encumbrance Number PX2119CR200701.

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.

Distribution:

Office of Financial Services, 4FS
Police

ADDENDUM ITEM # 12

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Water Utilities

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: All

SUBJECT

Authorize Supplemental Agreement No. 1 to the engineering and professional services contract with the Upper Neches River Municipal Water Authority to address alternate wildlife refuge sites and bottomland hardwood preservation opportunities as part of the feasibility study for developing a proposed water reservoir in the Upper Neches River Basin - Not to exceed $372,222, from $228,000 to $600,222 - Financing: Water Utilities Current Funds

BACKGROUND

In April 2005, the City Council authorized the City Manager to enter into a contract with the Upper Neches River Municipal Water Authority to determine the feasibility of developing a new water reservoir in the Upper Neches River Basin to be known as Lake Fastrill.

Lake Fastrill has been identified as a potential water supply in the City's Long-Range Water Supply Plan, and the State of Texas 2007 Water Plan to meet future water supply needs of Dallas. In 2005, the Water Utilities Department proposed to work with the Upper Neches River Municipal Water Authority to study the possibility of obtaining water from this basin, and at that time was directed by the City Council to also work with the U.S. Fish and Wildlife Service to determine if the Fastrill project can meet the multiple objectives of water supply and wildlife preservation. The Dallas City Council directed this action since the site for the proposed North Neches River National Wildlife Refuge and the proposed Fastrill reservoir overlapped at the same location on the Neches River.

Subsequently, the City met with the U.S. Fish and Wildlife Service, Texas Parks and Wildlife, and the Upper Neches River Municipal Water Authority to develop alternative wildlife refuge sites to eliminate any conflict between the proposed North Neches River National Wildlife Refuge site and the proposed Fastrill reservoir site. This additional engineering work was not included in the scope of work for the original feasibility study.

BACKGROUND (Continued)

The additional work includes the determination of the reservoir footprint, land ownership information, aerial photography mapping of bottomland hardwood sites, the identification of other potential refuge sites, and related services.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Council authorized the City Manager to identify and submit proposed water supply strategies for the City of Dallas to the Region C Planning Group in accordance with state law for the State's 2007 Water Plan on March 9, 2005.

Council authorized the City Manager to enter into a Funding Agreement with the Upper Neches Municipal Water District for Fastrill feasibility study on April 13, 2005 and to also work with the U.S. Fish and Wildlife Service to determine if the Fastrill project can meet the multiple objectives of water supply and wildlife preservation.

ESTIMATED SCHEDULE OF PROJECT

Began Work April 2005
Complete Work December 2007

FISCAL INFORMATION

$372,222.00 - Water Utilities Current Funds

October 10, 2007

WHEREAS, the Dallas City Council passed Resolution No. 05-1223, approving Dallas' participation in a feasibility study for a new reservoir in the Upper Neches River basin known as Lake Fastrill, which may be located in an area that the U.S. Fish and Wildlife Service has designated as a possible wildlife refuge; and,

WHEREAS, the Dallas City Council directed the City Manager to take the necessary steps with respect to initiating a feasibility study on Lake Fastrill while working with the Upper Neches River Municipal Water Authority and the U.S. Fish and Wildlife Service to determine if the Fastrill project can meet the multiple objectives of water supply and wildlife preservation; and,

WHEREAS, the City entered into a contract with the Upper Neches River Municipal Water Authority to conduct the feasibility study; and,

WHEREAS, additional professional services are needed by the City in order to identify alternate wildlife refuge sites for the proposed North Neches River National Wildlife Refuge; and,

WHEREAS, the Water Utilities Department recommends that Resolution No. 05-1223 be increased by $372,222, from $228,000 to $600,222; **Now, Therefore,**

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

Section 1. That the proposed Supplemental Agreement No. 1 be accepted and that Resolution No. 05-1223 with the Upper Neches Municipal Water District be revised accordingly.

Section 2. That the City Controller be authorized to pay the sum of $372,222.00 from the Water Utilities Current Fund as follows:

FUND	DEPT	UNIT	ACT	OBJ	ENCUMBRANCE	VENDOR
0100	DWU	7011	921H	3070	DWU7011A8011	126175

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.

DISTRIBUTION: Water-Administration, 4AN, Cheryl Glenn
Water-Contracts, 2121 Main Street, Suite 400, Karen Harbin
Water-Accounting, 5AN, Esther Darden
Office of Financial Services, 4FN, Jeanne Chipperfield

ADDENDUM ITEM # 13

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 14

DEPARTMENT: Aviation

CMO: Ramon F. Miguez, P.E., 670-3308

MAPSCO: 34E

SUBJECT

Authorize an application with the Federal Aviation Administration to impose a Passenger Facility Charge of $3.00 per enplaned passenger to provide funding for seven new capital projects and recover the local share for eleven completed capital projects at Dallas Love Field - Estimated Revenue: $39,176,805

BACKGROUND

The Passenger Facility Charge (PFC) is a federally authorized, local charge enacted by the Aviation Safety Capacity Expansion Act of 1990, to provide an additional source of capital funding for eligible projects (past and future), through pay-as-you-go financing. PFC regulations allow airports to use PFCs to recapture prior capital investments made since November 2, 1990. Eligible projects include those that preserve or enhance safety, security, or capacity; reduce noise or mitigate noise impacts per standards; or enhance competition. PFCs are not eligible for projects such as concession space, public parking facilities, rental car facilities, individual hangars or maintenance facilities. Airport Improvement Program (AIP) grants for large or medium hub airports will be reduced by 50% for a $3.00 PFC. The reduction in AIP grant funding for Dallas Love Field (DAL) is approximately $3,000,000 based on the $3.00 charge.

The PFC is levied on the carriers, passed on to the passengers through the ticket price and remitted to the airport. Current legislation allows a PFC ranging from $1.00 up to $4.50 per eligible enplaned passenger, with a maximum of two PFC charges per one-way itinerary.

As of September 30, 2007, 359 airports are approved for collection of PFCs, including 93 of the top 100 airports. Omaha, Houston Bush Intercontinental and Dallas Love Field (DAL) are the only remaining Large or Medium Hub airports who have not currently implemented a PFC charge.

BACKGROUND (continued)

Through this PFC application, the City intends to request that the FAA allow the airport to begin collecting PFCs at the $3.00 level, resulting in $39,176,805 in PFC revenues. PFC revenues have been projected based upon an estimate that PFC eligible passengers account for approximately 95% of total enplanements and the $3.00 collection rate, reduced by the 11 cents per enplaned passenger for airline processing fee for revenue passengers enplaned in the United States in scheduled or nonscheduled service on aircraft in intrastate, interstate, or foreign commerce. The proposed charge effective date for the application is February 1, 2008, and the estimated charge expiration date is September 1, 2011. Based on the proposed effective date for PFC collection, AIP funding would be reduced by 50% on October 1, 2008.

A public notice was advertised Monday, September 17, 2007 to receive public comments on the PFC application for seven new capital projects and to recover the local share of eleven completed capital projects at DAL. In accordance with Section 158 of the Code of Federal Regulations (14 CFR Part 158), an airline consultation meeting was held with all air carriers with a significant business interest at DAL on Thursday, September 20, 2007.

PRIOR ACTION / REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 8, 2007, the Finance Audit and Accountability Committee and Transportation and Environment Committee were briefed on the Passenger Facility Charge program at Dallas Love Field.

On June 13, 2007, Council approved Resolution No. 07-1722 which authorized a professional services contract with Unison-Maximus, Inc., to perform Rates and Charges Study for Dallas Love Field and Dallas Executive Airports, and the Dallas Heliport, which also included the preparation of an initial Passenger Facility Charge application to the FAA.

FISCAL INFORMATION

Estimated Revenue: $39,176,805

October 10, 2007

WHEREAS, 49 U.S.C. 40117 ("Federal Statute") authorizes an eligible agency to impose a passenger fee ("Passenger Facility Charge" or "PFC") at an airport the agency controls; and

WHEREAS, under the definition of "eligible agency" found in the Federal Statute, the City of Dallas ("City") is eligible to engage in a PFC program at Dallas Love Field Airport ("Airport"); and

WHEREAS, as a result of the authority granted in the Federal Statue, the Federal Aviation Administration ("FAA") has promulgated regulations found at 14 CFR 158 ("Regulations") which acts forth procedures and rules for the application, imposition, collection and expenditure of PFCs; and

WHEREAS, it is in the best interest of the City, and in the interest of air carrier passengers, that the City adopt a PFC program as authorized in the Federal Stature and the Regulations, in order to preserve and enhance the safety, capacity, and security, of the transportation facilities at the Airport, to furnish opportunities for enhancing competition between or among air carriers at the Airport, and to mitigate noise impacts at the Airport; and

WHEREAS, it is in the best interest of the City to allow the Director of Aviation to perform all acts necessary for the adoption, implementation, can continuation of the PFC program at the Airport, consistent with the City's Charter and Code of Ordinances and in accordance with the Federal Statute and Regulations;

Now, Therefore,

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

Section 1. The City Council hereby adopts the findings set out in the preamble hereof and approves the implementation of a PFC program at the Airport.

Section 2. The City Council hereby approves and authorizes the collection of PFCs in accordance with the Federal Statute and Regulations, as may be amended, at the Airport to be expanded for projects approved by the FAA. Each PFC that is collected at the Airport shall not exceed $3.00 unless authorized by appropriate action of City Council.

Section 3. The City Council hereby approves and authorizes the Director of Aviation as the official representative of the City for the PFC program at the Airport and authorizes the Director of the Dallas Love Field Airport System to file PFC project applications and amendments thereto with the FAA and to perform any other acts as are necessary for the adoption, implementation, and continuation of the PFC program at the Airport consistent with the City's Charter and Code of Ordinances and in accordance with the Federal Statute and Regulations, as may be amended.

Section 4. The City Council approves and authorizes the establishment of a special account known as the Dallas Love Field Passenger Facility Charge Fund Account ("the PFC Fund") for the deposit and expenditure of funds received from the Airport PFC program. All revenues received from the PFC program at the Airport and interest thereon shall be deposited in the PFC fund and shall only be expended for projects at the Airport determined to be eligible and approved by the FAA under the Federal Statute and Regulations, as may be amended.

Section 5. That if any provision, section, subsection, sentence, clause, or phrase of this Resolution, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Resolution or their application to other persons or acts of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Resolution that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Resolution are declared to be severable for that purpose.

Section 6. That there exists a public emergency requiring that this Resolution be passed finally on the date of its introduction as requested in writing by the Mayor, therefore, this Resolution shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor, however, in the event that the Mayor fails to sign this Resolution within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Dallas City Charter.

Section 7. That the City Manager is hereby authorized to establish an appropriation in an amount not to exceed $39,176,805 in Fund 0477, Department AVI, Unit 0781, Obj 3637.

Section 8: The City Controller is hereby authorized to transfer funds from Fund 0477, Department AVI, Unit 0781 to Fund 0131, Department AVI, Unit Q300, Obj 4599 on an as needed basis.

Section 9. That the City Controller be and is hereby authorized to deposit all revenue received in this category: Fund 0477; Department AVI; Unit 0781; Revenue Source 781H.

PASSED AND ADOPTED this 10th day of October, 2007
APPROVED this 10th day of October, 2007.

_____
Mayor of the City of Dallas

Pursuant to Article VI, Section 6, Dallas City Charter, the effective date of the foregoing Resolution is _____.

_____
City Secretary

ADDENDUM ITEM # 14

KEY FOCUS AREA: Make Government More Efficient, Effective and Economical

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 14

DEPARTMENT: Business Development & Procurement Services
Aviation

CMO: Dave Cook, 670-7804
Ramon F. Miguez, P.E., 670-3308

MAPSCO: 34E

SUBJECT

Authorize a sixty-month concession contract, with three twelve-month renewal options, for advertising display concession services at Dallas Love Field - JCDecaux Airport, Inc., most advantageous proposer of two - Estimated Revenue: $6,500,000

BACKGROUND

In September 2000, JCDecaux was awarded the advertising concession contract at Love Field through the competitive Request For Proposal (RFP) process, for a period of sixty-months. Following the events of September 11, 2001 JCDecaux requested a reduction in the year 2 Minimum Annual Guarantee ("MAG") with such reduction being recovered in years 3, 4, and 5. Council passed Resolution #02-1653 on May 22, 2002, approving this request which did not change the Total Minimum Guarantee of $7,500,000.00 over a five-year term. The amendment was not executed by JCDecaux.

A second request was made by JCDecaux to reduce the MAG in years 2 and 3. April 9, 2003, Council approved by Supplemental Agreement No. 1 to reduce the MAG for years 2 and 3 which in effect reduced the original five-year contract Total Minimum Annual Guarantee from $7,500,000.00 to $6,750,000.00. This agreement was executed by JCDecaux and did not provide for "catch up" payments.

The contract expired May 31, 2006 and was extended by Administrative Action under the existing terms and conditions, with the City receiving 67.6% of Gross Revenues. Staff initiated the extension, under an Interim Concession Agreement, to allow for an evaluation of alternative approaches to ensure that the department chose the most advantageous method to providing advertising services, maximizing revenues and examining operating costs. Staff was allowed time to review trends at other airports which included in-house operations, management contracts as well as concession agreements. This process led to the conclusion that a concession agreement was the best approach for the Dallas Love Field Advertising Program.

BACKGROUND (Continued)

The examination of these various methodologies as well as the development of the new specifications required the additional time provided by the extension.

Through the RFP process, competitive proposals were solicited from qualified firms to develop, construct, install, operate, maintain and sell advertising for dioramas, spectaculars, illuminated floor-mounted and suspended showcases, wall wraps, exhibit displays and such other advertising media in the approved locations within the Airport Terminal Building and Exterior Advertising Locations at the Airport. A layout of the approved locations was included in the specifications and depicted the quantity, the current type of unit and description of the location.

The proposers were informed in the RFP specifications and during the pre-proposal conference that the Love Field Modernization Program ("LFMP") will commence during the contract period and that all airport users, including concessionaires, are likely to be inconvenienced by changing passenger traffic flow, relocation of various functions, activities and tenants and otherwise disrupting the conditions under which we all operate. With the expected construction and renovations, Aviation intends to work with all concessionaires to minimize disruptions to operations. There are no provisions in the RFP or contract that provides reduction or revisions to any of the terms due to the LFMP.

The primary objective of this solicitation was to select an experienced and qualified firm to provide the specified advertising display services and to provide the City with maximum revenues. The proposal specified that submittals would be evaluated based on twenty percent for "Experience and Capability"; fifteen percent for "Financial Strength"; fifteen percent for "Quality of the Advertising Plan"; and ten percent for Airport Concession Disadvantaged Business Enterprise (ACDBE Plan). The Advertising Plan delineated the type and quantity of displays with the associated capital investment, projected revenue per display location for each contract year, design and quality of the improvements and advertising rate information. The Financial Projections, including the MAG and percentage rent proposal, accounted for fourty percent of the total.

The primary term of the Agreement shall be for a sixty-month period from the effective date of the agreement. At the City's sole discretion, the Agreement may be extended for three-twelve-month periods. The successful Proposer(s) shall pay the greater of the MAG or the percentage of the Gross Advertising Revenues arising from its operations in each year.

Two proposals were received May 18, 2007 from JCDecaux Airport, Inc., and Clear Channel Airports. Business Development and Procurement Services solicited Best and Final offers from both JCDecaux Airport, Inc. and Clear Channel Airports. Of these proposals, it is recommended that the proposal submitted by JCDecaux Airport, Inc. best meets the requirements and specifications of the City.

BACKGROUND (Continued)

The MAG will be adjusted annually to be 90% of the commissions paid to the City in the prior year, but in no event will the MAG be less than $1,300,000.

JCDecaux Airport Inc., is a wholly owned subsidiary of JCDecaux North America Inc.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On October 8, 2007, the Finance, Audit and Accountability Committee was briefed on the advertising display concession services.

On September 24, 2007, the Finance, Audit and Accountability Committee was briefed on the advertising display concession services.

On June 27, 2007, this item was deferred by the City Council and referred to the Finance, Audit and Accountability Committee.

FISCAL INFORMATION

Estimated Revenue: $6,500,000.00

M/WBE INFORMATION

2 - Vendors contacted
2 - No response
0 - Response
0 - Response (No bid)
0 - Successful

22 - M/WBE and Non-M/WBE vendors were contacted.

The recommended awardees have fulfilled the good Faith effort requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

ETHNIC COMPOSITION

JCDecaux Airport, Inc.

Black Female	7	Black Male	11
Hispanic Female	8	Hispanic Male	39
Other Female	1	Other Male	12
White Female	48	White Male	77

PROPOSAL INFORMATION

Two proposals were received and opened on May 18, 2007. Best and Final offers were received on September 26, 2007. This concession contract is being awarded to the most advantageous proposer.

*Denotes successful proposer

Proposers	Address	Points	Amount
*JCDecaux Airport, Inc.	3 Park Avenue, 33rd Floor New York, New York 10016	90.28	$6,500,000.00
Clear Channel Airports	875 North Michigan Avenue Suite #1450 Chicago, Illinois 60611	83.03	$6,650,000.00

OWNER

JCDecaux Airport, Inc.

Jean-Luc Decaux, President
Bernard Parisot, Co-Chief Financial Executive Officer
Gabrielle Brussel, Secretary
Laurence Raoult, Treasurer

October 10, 2007

WHEREAS, the advertising concession contract at the Dallas Love Field Airport Terminal Building expired on May 31, 2006 and has been extended on a month to month Interim Advertising Concession Agreement; and

WHEREAS, the Department of Business Development and Procurement Services sought proposals from interested advertising firms to effectively target promotional advertisements, displays, etc. to patrons within the Love Field Terminal Building for a term of sixty-months; and,

WHEREAS, Staff recommends that the proposal submitted by JCDecaux Airport, Inc. for providing advertising concession services at Dallas Love Field be accepted;

NOW, THEREFORE,

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

Section 1. That the City Manager is hereby authorized to enter into a sixty-month concession contract, with three twelve-month renewal options, for advertising display concession services at Dallas Love Field with JCDecaux Airport, Inc., based on the proposal submitted and the recommendation of the Staff.

Section 2. That the revenue to be paid to the City for the sixty-month contract term, as outlined below, is hereby accepted and approved:

Minimum Annual Guarantee	Year 1	$1,300,000.00
Minimum Annual Guarantee	Year 2	$1,300,000.00
Minimum Annual Guarantee	Year 3	$1,300,000.00
Minimum Annual Guarantee	Year 4	$1,300,000.00
Minimum Annual Guarantee	Year 5	$1,300,000.00
Total Minimum Guarantee		$6,500,000.00

Financial proposal is for the greater of a Minimum Annual Guarantee or a percentage of gross revenues. As such, the dollar amount of this contract may vary from year to year.

Section 3. That the City Controller is hereby authorized to deposit monthly revenue receipts to Fund 0130, Aviation Operating Fund, Dept AVI, Unit 7725, Revenue Source 7811.

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.

DISTRIBUTION:

Aviation
Business Development and Procurement Services, 3FS
City Attorney's Office, 7AN
City Auditor's Office, 2FN

ADDENDUM ITEM # 15

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): 13

DEPARTMENT: Department of Development Services

CMO: A. C. Gonzalez, 671-8925

MAPSCO: 24 N

SUBJECT

A public hearing to receive comments regarding an application for and an ordinance granting a Specific Use Permit for a private school on property zoned an R-16(A) Single Family District, located on the northwest corner of Walnut Hill Lane and Hedgeway Drive

Recommendation of Staff and CPC: Approval for a five-year period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

Z067-236(WE)

HONORABLE MAYOR AND CITY COUNCIL WEDNESDAY, OCTOBER 10, 2007

ACM: A. C. Gonzalez

FILE NUMBER:	Z067-236(WE)	**DATE FILED:**	May 9, 2007
LOCATION:	Walnut Hill Lane and Hedgeway Drive, northwest corner.		
COUNCIL DISTRICT:	13	**MAPSCO:**	24-N
SIZE OF REQUEST:	Approx. 5.495 acres	**CENSUS TRACT:**	95.00

APPLICANT: The Cambridge School of Dallas

OWNER: Northway Baptist Church

REPRESENTATIVE: Karl Crawley, MASTERPLAN

REQUEST: An application for a Specific Use Permit for a private school on property zoned an R-16(A) Single Family District.

SUMMARY: The purpose of the request is to allow for the operation of a private school within an existing church facility. The school will limit the maximum enrollment to 250 students between 5th and 12th grades.

CPC RECOMMENDATION: Approval for a five-year time period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

STAFF RECOMMENDATION: Approval for a five-year time period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and conditions

BACKGROUND INFORMATION:

- The applicant's request for a Specific Use Permit for a private school will allow for the operation of the school within an exiting church facility. The school will enroll approximately 250 students and teach grades 5th through 12th. The applicant is proposing 22 classrooms, which consist of: 4 elementary classrooms; 9 middle school classrooms and 9 senior high classrooms.

- The land uses surrounding the request site are primarily single family. There are two Dallas Independent School District public schools to the east of the site.

- The school's administration has designated two separate ingress points that will be used by 1) the senior high school students and 2) the elementary and middle parents. The senior high school students will enter into the site from Hedgeway Drive and the parents for the lower classes will enter from Walnut Hill Lane.

Zoning History: There have been four zoning changes requested in the area.

1. Z034-294 — On November 10, 2004, the City Council approved a Planned Development District for a public school other than an open-enrollment charter school and R-16(A) Single Family District uses on property zoned an R-16(A) Single Family District.

2. Z045-180 — On May 11, 2005, the City Council approved a Planned Development District for a public school other than an open-enrollment charter school and R-16(A) Single Family District uses on property zoned an R-16(A) Single Family District.

3. Z067-172 — On June 13, 2007, the City Council approved an amendment to Planned Development District No. 724 for a public school other than an open-enrollment charter school and R-16(A) Single Family District uses.

4. Z067-149 — On April 25, 2007, the City Council approved a Specific Use Permit for a Fire Station for a permanent time period, subject to a site plan and conditions on property zoned an R-7.5(A) Single Family District.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW	Proposed ROW
Walnut Hill Lane	Principal Arterial	80 ft.	100 ft.
Hedgeway Drive	Local	50 ft.	50 ft.

Land Use:

	Zoning	Land Use
Site	R-16(A)	Church
North	R-16(A)	Single Family
South	R-10(A)	Single Family
East	PD No. 724	Public School
West	R-16(A)	Undeveloped, Single Family

Comprehensive Plan: The *fowardDallas! Comprehensive Plan* was adopted by the City Council in June 2006. The *fowardDallas! Comprehensive Plan* outlines several goals and policies to support the applicant's request for an open-enrollment charter school. The continuation of the zoning that permits institutional uses within the area is in compliance with the Land Use Element that is outlined in *fowardDallas!*

Land use

Goal 1.1 Align land use strategies with economic development priorities

Policy 1.1.5 Strengthen existing neighborhoods and promote neighborhoods' unique characteristics. Acknowledge the importance of neighborhoods to the city's long-term health and vitality.

STAFF ANALYSIS:

Land Use Compatibility: The 5.495 acre site is developed as a church and is contiguous to single family uses, two DISD public schools and undeveloped land. The applicant's request for a Specific Use Permit for a private school will allow for the operation of the school within an exiting church facility. The school will enroll approximately 250 students and teach grades 5th through 12th. The church currently has gymnasium and outdoor play area, which the students will use for their recreational activities.

The school's administration has designated two separate ingress points that will be used by the 1) senior high school students and 2) the elementary and middle parents. The senior high schools student will enter onto the site from Hedgeway Drive and the parents will enter from Walnut Hill Lane. All cars leaving the campus will exit onto Hedgeway Drive. The applicant is proposing 22 classrooms: 4 elementary classrooms;

9 middle school classrooms and 9 senior high classrooms. In addition, there are adequate stacking and queuing lengths on site to prevent any stacking on Walnut Hill Lane.

Staff has reviewed the applicant's request and supports the Specific Use Permit for a private school for a five-year period with eligibility for additional five year periods, subject to a site plan and staff's conditions.

The general provisions for a Specific Use Permit in Section 51A-4.219 of the Dallas Development Code specifically state: (1) The SUP provides a means for developing certain uses in a manner in which the specific use will be consistent with the character of the neighborhood; (2) Each SUP application must be evaluated as to its probable effect on the adjacent property and the community welfare and may be approved or denied as the findings indicate appropriate; (3) The city council shall not grant an SUP for a use except upon a finding that the use will: (A) complement or be compatible with the surrounding uses and community facilities; (B) contribute to, enhance, or promote the welfare of the area of request and adjacent properties; (C) not be detrimental to the public health, safety, or general welfare; and (D) conform in all other respects to all applicable zoning regulations and standards. The request does not appear to have an adverse impact on the surrounding zoning and land uses.

Development Standards:

DISTRICT	SETBACKS		Density	Height	Lot Coverage	Special Standards	PRIMARY Uses
	Front	Side/Rear					
R-16(A) Single Family	35'	10'	1 Dwelling Unit/ 16,000 sq. ft.	30'	40%		Single family

Parking: The requirement for off-street parking for the school is derived by two criterions: 1) the number of classrooms and 2) the type of institution that serves the students (e.g., elementary, middle or high school). The total number of proposed classrooms determines the number of required parking spaces. The Dallas Development Code requirement for off-street parking for a school is as follows:

- one-and-one-half space for each kindergarten/elementary school classroom;
- three-and-one-half spaces for each junior high/middle school classroom; and
- nine-and one-half spaces for each senior high classroom.

The number of required off-street parking spaces for the private charter school is 123 spaces and the applicant is proposing to provide 170 off-street parking spaces and must be in the location shown on the site plan. There is a designated overflow area for off-street parking that is located on the northwest quadrant of a site.

The church, based on 1,092 linear inches of pew space, would need to provide 182 spaces. According to City Code, the proposed private school use may use the same lot as the church to share parking. The off-street parking requirement for a private school is 123 spaces. The applicant will provide 170 off-street parking spaces on site. The applicant has also provided an overflow parking area in the northwest portion of the site.

Landscaping: Landscaping of any development will be in accordance with Article X requirements, as amended.

Traffic: The Engineering Section of the Department of Development Services has reviewed the request and has determined that the proposed development will not have a negative impact on the surrounding street system. Staff has reviewed and supports the applicant's Traffic Management Plan for the school.

Miscellaneous – Conditions: Staff is recommending a five-year period with eligibility for automatic renewals for additional five-year periods to allow for the school to establish a track record as good neighbors to the adjacent property owners and middle school. Staff also wants to monitor the amount of traffic that will be generated by the school on Hedgeway Drive.

CPC Action (September 20, 2007)

Motion: It was moved to **recommend** approval of a Specific Use Permit for a private school for a five-year time period with eligibility for automatic renewals for additional five-year periods, subject to a site plan and staff's revised conditions on property zoned an R-16(A) Single Family District, located on the northwest corner of Walnut Hill Lane and Hedgeway Drive.

Maker:	Ekblad
Second:	Marshall
Result:	Carried: 12 to 0
For:	12 - Prothro, Gary, Marshall, Bagley, Hill, Buehler, Wolfish, Ekblad, Emmons, Weiss, Jones-Dodd, Strater
Against:	0
Absent:	2 - Cunningham, Woolen-Lipscomb
Vacancy:	1 - District 6

Notices:	Area:	400	Mailed:	56
Replies:	For:	12	Against:	1

Speakers: For: Karl Crawley, 900 Jackson St., Dallas, TX, 75202
Against: None

LIST OF OFFICERS
NORTHWAY BAPTIST CHURCH

- Noble E. Flenniken, Trustee, President
- Lisa Matheny, Minister to Children
- Brandon Fields, Youth Minister
- Howard Paige, Facilities
- Dolores Paige, Finance

BOARD OF TRUSTEES
THE CAMBRIDGE SCHOOL OF DALLAS

- Robbie Biggs, Chairman
- Doug Gunn
- Dr. Kaky Little
- Henry Morgan
- Nancy Mowery
- Nelson Somerville
- Robin Wantland

CPC PROPOSED CONDITIONS
Z067-236 (WE)

1. USE: The only use authorized by this specific use permit is a private school.

2. SITE PLAN: Use and development of the Property must comply with the attached site plan.

3. TIME LIMIT: This specific use permit expires on _____(five years from the passage of this ordinance), and is eligible for automatic renewal for additional five-year periods, pursuant to Section 51A-4.219 of 51A of the Dallas City Code, as amended. For automatic renewal to occur, the Property owner must file a complete application for automatic renewal with the director before the expiration of the current period. Failure to timely file a complete application will render this specific use permit ineligible for automatic renewal. (Note: The Code currently provides that applications for automatic renewal must be filed after the 180th but before the 120th day before the expiration of the current specific use permit period. The Property owner is responsible for checking the Code for possible revisions to this provision. The deadline for application for automatic renewal is strictly enforced).

4. LANDSCAPING: Landscaping must be provided and maintained in accordance with Article X of the Dallas Development Code, as amended.

5. CLASSROOMS: The maximum number of classrooms is 22.

6. ENROLLMENT: The maximum number of students is 250.

7. DROP-OFF/PICK-UP: A pick-up and drop-off area for students must be provided in the location shown on the attached site plan.

8. HOURS OF OPERATION: The private school may only operate between 6:00 a.m. and 6:30 p.m., Monday through Friday.

9. INGRESS/ EGRESS: Ingress and egress must be provided as shown on the attached site plan. No other ingress or egress is permitted.

10. PARKING: Off-street parking must be located as shown on the attached site plan.

11. TRAFFIC MANAGEMENT PLAN: The private school must comply with the attached traffic management plan.

(a) In general. The operation of the uses must comply with the traffic management plan (Exhibit ____).

(b) Queuing. Queuing is only permitted inside the Property. Student drop-off and pick-up are not permitted within city rights-of-way.

(c) Traffic study.

(1) The Property owner or operator shall prepare a traffic study evaluating the sufficiency of the traffic management plan. The initial traffic study must be submitted to the Director by March 1, 2008. After the initial traffic study, the Property owner or operator shall submit annual updates of the traffic study to the Director by March 1st of each year.

(2) The traffic study must be in writing, performed by a licensed engineer, based on a minimum of four samples taken on different school days at different drop-off and pick-up times over a two-week period, and must contain an analysis of the following:

(A) ingress and egress points;

(B) queue lengths;

(C) number and location of personnel assisting with loading and unloading of students;

(D) drop-off and pick-up locations;

(E) drop-off and pick-up hours for each grade level;

(F) hours for each grade level; and

(G) circulation.

(3) Within 30 days after submission of a traffic study, the Director shall determine if the current traffic management plan is sufficient.

(A) If the Director determines that the current traffic management plan is sufficient, the director shall notify the applicant in writing.

(B) If the Director determines that the current traffic management plan results in traffic hazards or traffic congestion, the Director shall require the Property owner to submit an amended traffic management plan. If the Property owner fails to submit an amended traffic management plan within 30 days, the Director shall notify the city plan commission.

(d) Amendment process.

(1) A traffic management plan may be amended using minor plan amendment fee and public hearing process in Section 51A-1.105(k)(3).

(2) The city plan commission shall authorize changes in a traffic management plan if the proposed amendments improve queuing or traffic circulation; eliminate traffic hazards; or decrease traffic congestion.

12. MAINTENANCE: The Property must be properly maintained in a state of good repair and neat appearance.

13. GENERAL REQUIREMENTS: Use of the Property must comply with all federal and state laws and regulations, and with all ordinances, rules, and regulations of the City of Dallas.

Proposed Traffic Management Plan

The Cambridge School of Dallas
Traffic Management Plan
And Queuing Analysis

The Cambridge School of Dallas, to be located at 3877 Walnut Hill Lane, provides classroom learning for elementary, middle and high school students. The maximum enrollment will be 250 students.

Elementary (Grades 5 & 6) Two classrooms per grade, 60 students (4 total classrooms)

Middle School (Grades 7, 8 & 9) Three classrooms per grade, 90 students (9 total classrooms)

High School (Grades 10, 11 & 12) Three classrooms per grade, 90 students (9 total classrooms)

The school will provide one drop off location and a separate entrance for student parking. The drop-off location and student parking is shown on the attached TMP Site Plan.

Drop-Off:		Pick-up:	
7:30 – 8:00	60 Elementary 90 Middle 40 High School	3:00 – 3:30	60 Elementary 90 Middle 40 High School
Student Parking			
7:30 – 8:00	50 High School	3:00 – 3:30	50 High School

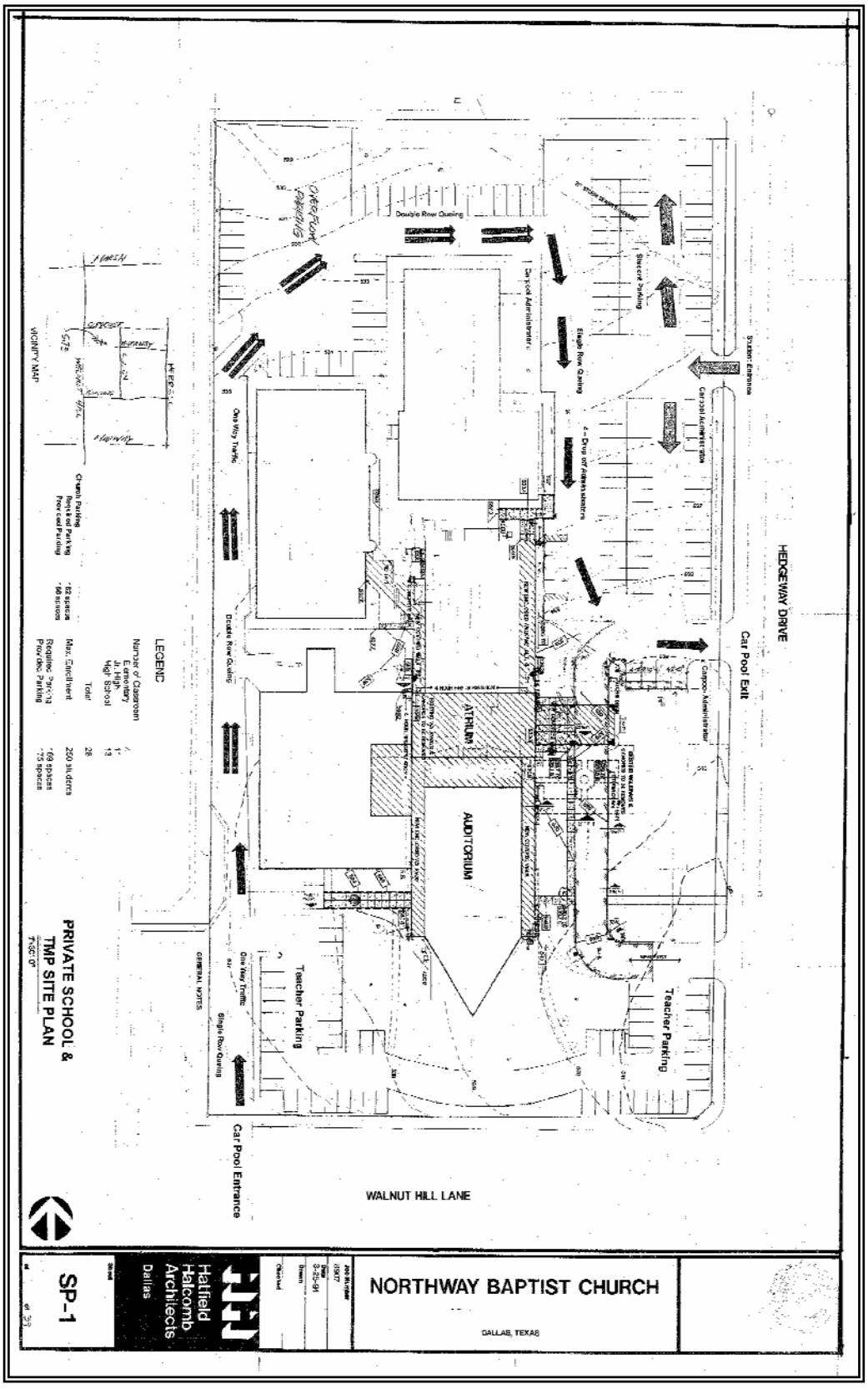
During the peak traffic period between 7:30 – 8:00 and 3:00 – 3:30, the school will utilize four (4) carpool administrators located in the drop-off area shown on the TMP Site Plan. These individuals assist children exiting the vehicles thereby decreasing the time a vehicle waits in the drop off location. The path for drop-off and pick-up will also be marked on the existing pavement to guide carpoolers. A carpool administrator will also be located at the exit to the drop-off/pick-up area and at the entrance to the student parking area in order to insure proper traffic flow and to verify student parking. One additional administrator is to be located at the end of the double stacking lane for carpool in order to insure both lines will properly flow.

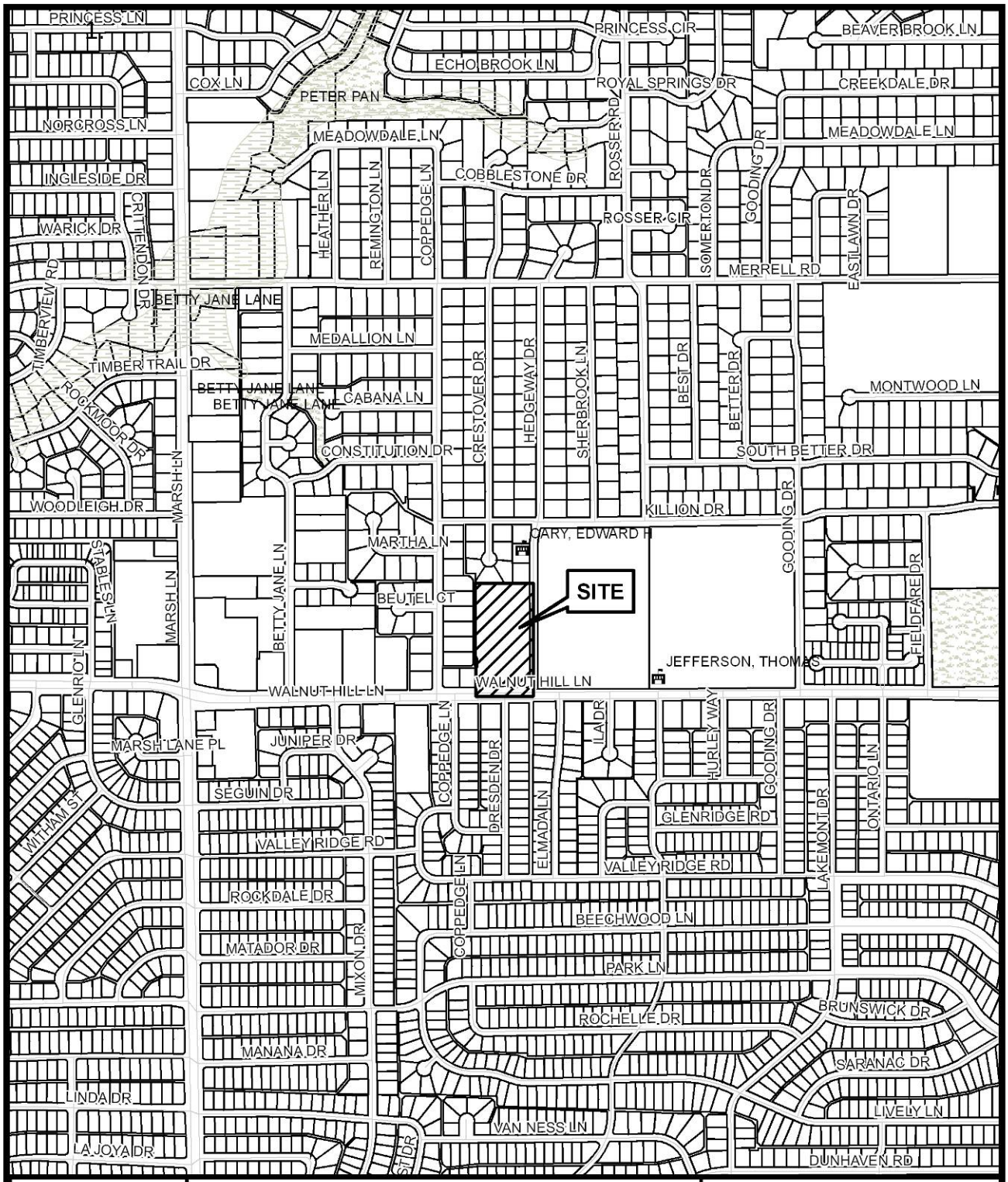
Carpool drivers will enter the site from a driveway entrance at the southwest corner of the site at Walnut Hill. This location has a protected left turn pocket on Walnut Hill and

is located the furthest distance from Hedgeway Drive where carpoolers will exit the site. Student drivers will enter the site on Hedgeway at the northern most driveway entrance and will park in the lot adjacent to their entrance. As mentioned above approximately 50 students will drive their personal vehicle to the site and there are approximately 60 parking spaces located in this lot that will not interfere with the carpool traffic. If additional parking is required there is an additional 27 spaces with minimal interference with the carpool lane. Teacher parking will be in the front of the campus off of Walnut Hill. If parent parking is needed there is a designated area located at the rear of the site that will allow parking with no interruption to the carpool lane. The location for drop off and the path used to get to the drop off location allows for the queuing of approximately 80 vehicles based on a double line and 22 Linear Feet of vehicle length per car. Past experience at the existing school location (Royal Lane and Webb Chapel) shows that approximately 30% of the students carpool with at least two children per vehicle. Since the new location is in close proximity to the existing location this trend should continue.

New families are educated during orientation as to the traffic flow of the school. Also at the Open House at the beginning of the school year, carpool rules and regulations, as well as traffic patterns and flow are reviewed in a group setting.

PROPOSED SITE PLAN





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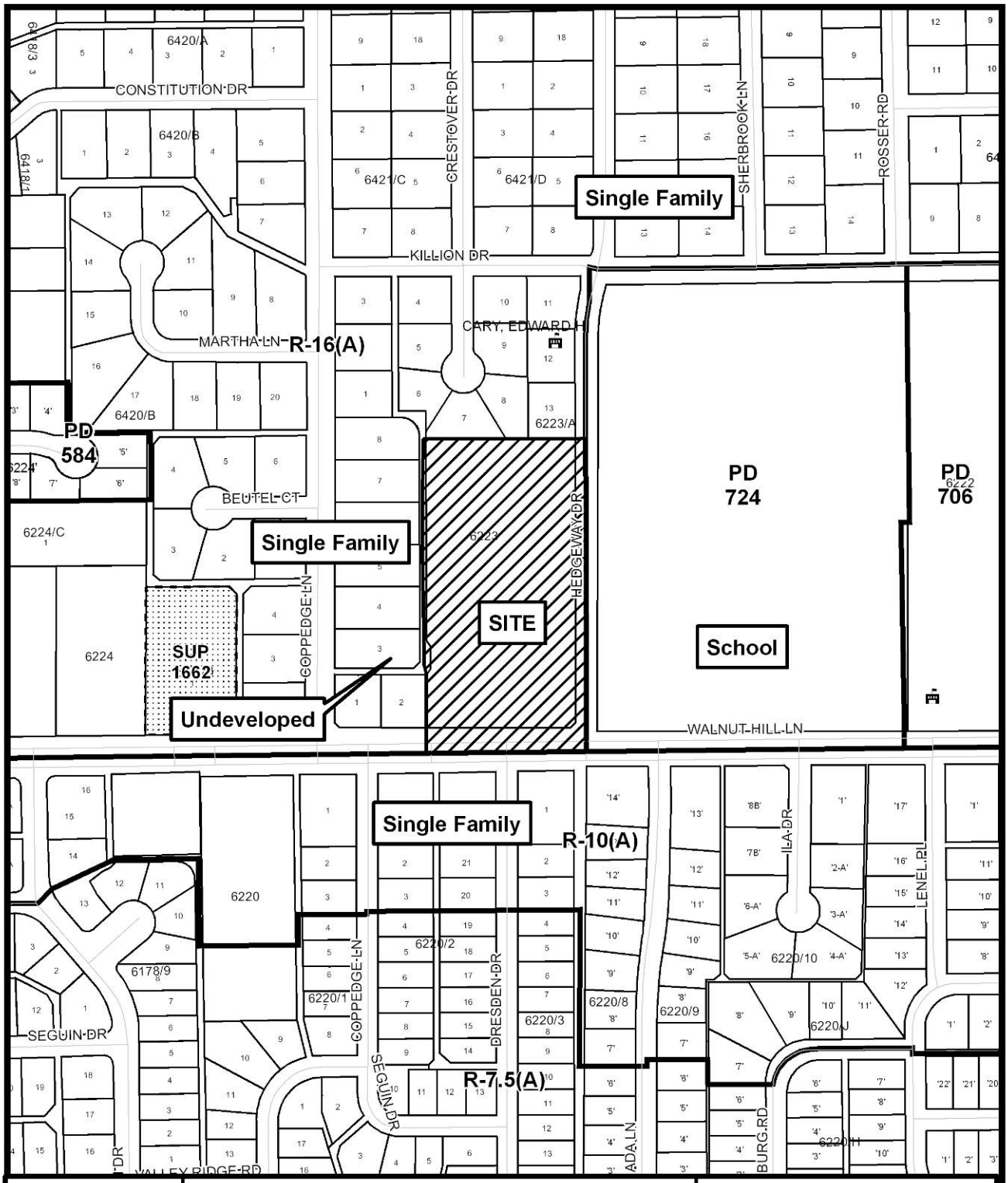
VICINITY MAP

Map no: F-6

Case no: Z068-236 WE

DATE: 06/04/07

GIS TECHNICIAN: CS



ZONING AND LAND USE

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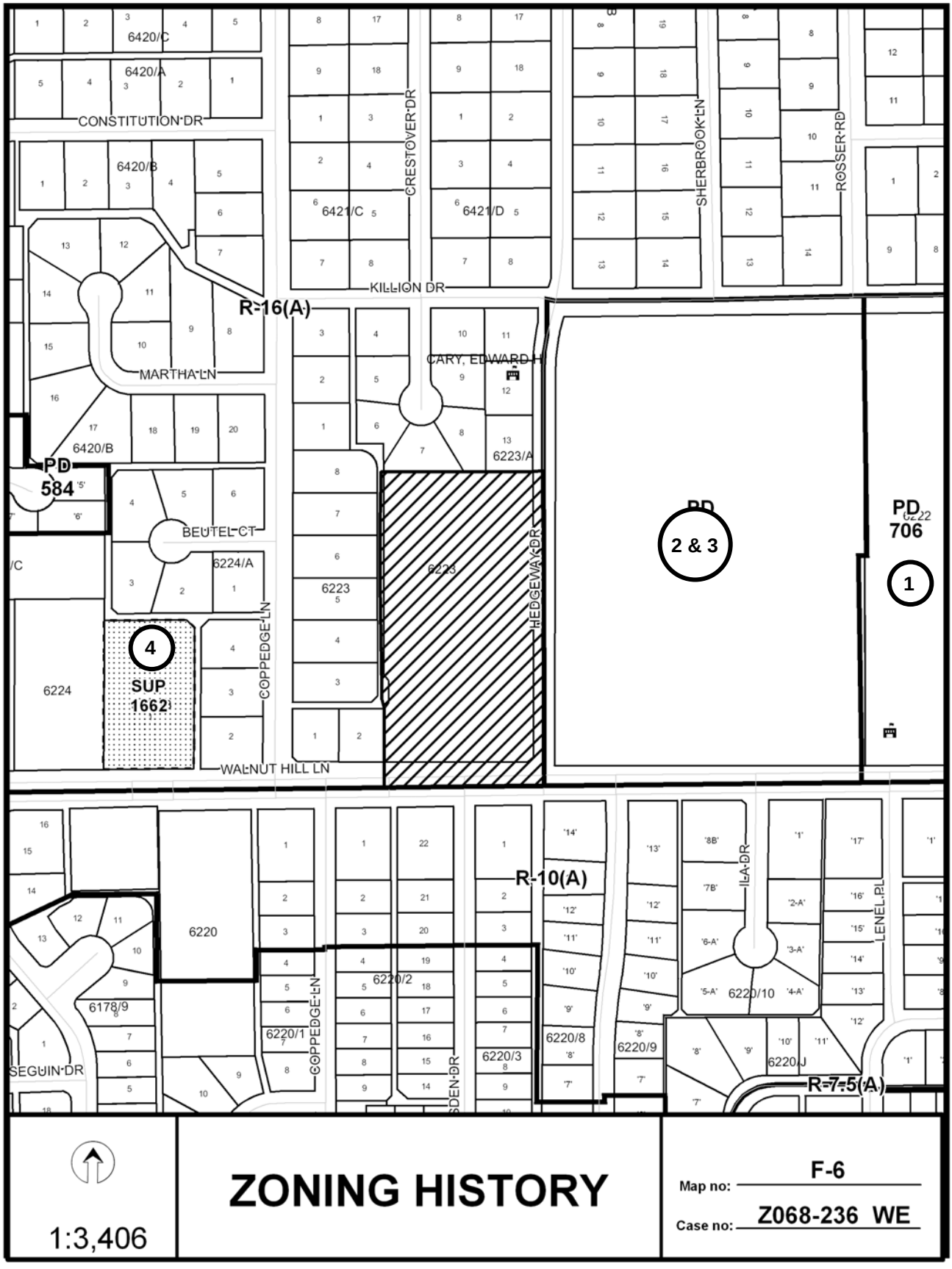
Map no: F-6

Case no: Z068-236 WE

DATE: 06/04/07

GIS TECHNICIAN: CS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6420/A
CONSTITUTION DR
6420/B
CRESTOVER DR
6421/C
6421/D
KILLION DR
SHERBROOK LN
ROSSER RD
R-16(A)
MARTHA LN
CARY, EDWARD H
6223/A
6420/B
PD 584
BEUTEL CT
6224/A
6223
HEDGEWAY DR
PD 2 & 3
PD 706
1
4
6224
SUP 1662
COPPEDGE LN
WALNUT HILL LN
R-10(A)
6220
6178/9
6220/1
6220/2
6220/3
6220/8
6220/9
6220/10
6220/J
ILA DR
LENEL PL
SEGUIN DR
R-7.5(A)
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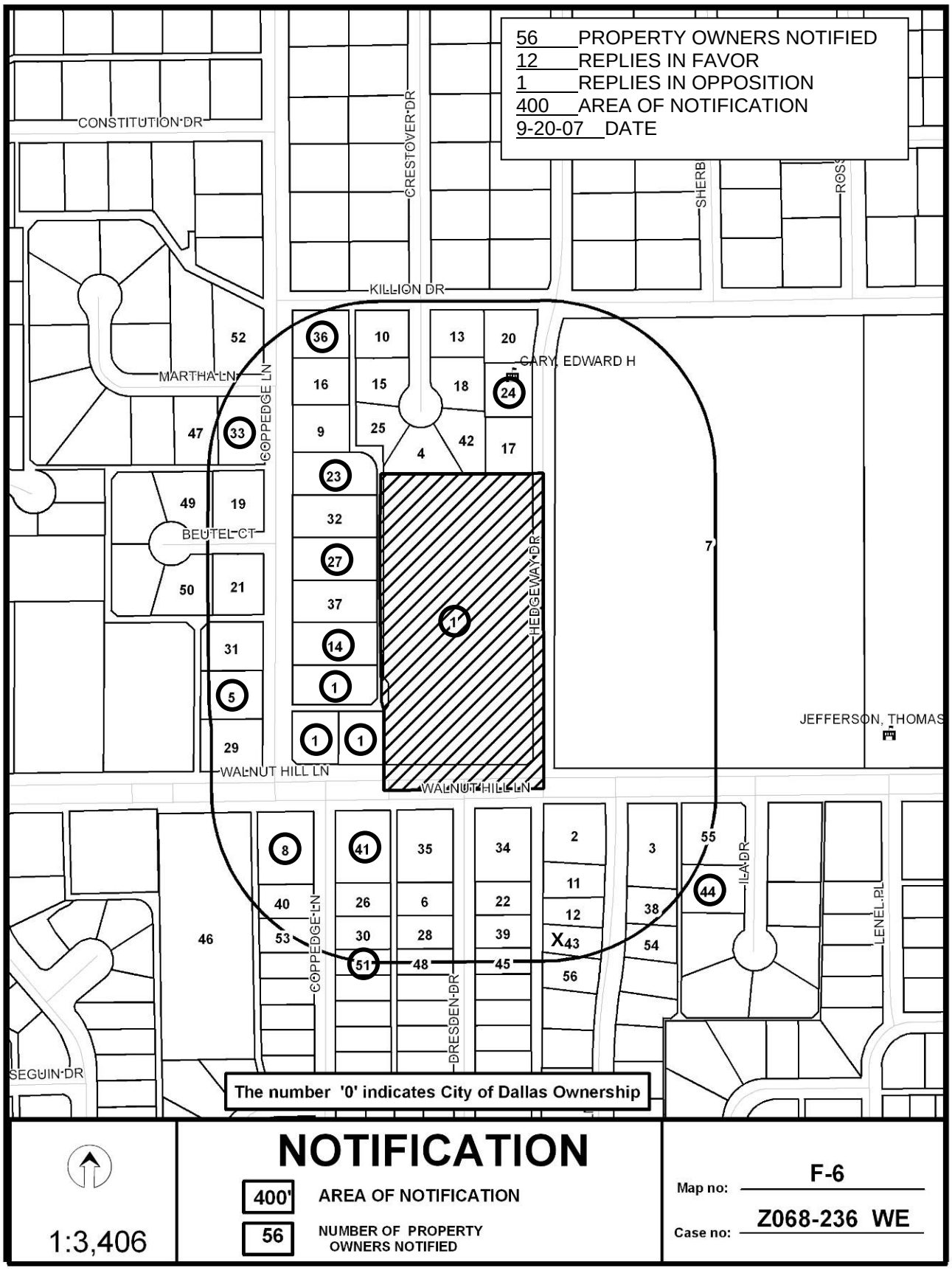
ZONING HISTORY
Map no: F-6
Case no: Z068-236 WE
DATE: 8/27/2007
GIS TECHNICIAN: CS

CPC RESPONSES



Notification List of Property Owners

Z067-236(WE)(CS)

56 Property Owners Notified

Label	*Address*		*Owner*
1	3877	WALNUT HILL	NORTHWAY BAPTIST CHURCH
2	3908	WALNUT HILL	BEPKO REBECCA MORIN
3	3930	WALNUT HILL	BRANCH TONY RANDAL &
4	10103	CRESTOVER	BROPHY MICHAEL ET AL
5	10017	COPPEDGE	CARDILLO ANTHONY T &
6	9973	DRESDEN	CARNEY ANN
7	3978	KILLION	DALLAS I S D
8	3848	WALNUT HILL	DAY DEIRDRE BRUMMAGE
9	10066	COPPEDGE	DICKINSON CHARLES R &
10	10119	CRESTOVER	DUNN JULIE ELIZABETH &
11	9971	ELMADA	EVANS DONALD R & BETH L
12	9965	ELMADA	GANNON CECELIA M
13	10118	CRESTOVER	HERNANDEZ MARY LOU
14	10026	COPPEDGE	HOOKS JANIE
15	10111	CRESTOVER	HUNT BRIAN J &
16	10106	COPPEDGE	KEENAN DANIEL
17	10105	HEDGEWAY	KIM SUNG CHOL
18	10110	CRESTOVER	LIMBER JASON &
19	3867	BEUTEL	LONGOHUGHSTON LORRAINE
20	10121	HEDGEWAY	MANRIQUEZ ILDA TOZZI
21	3866	BEUTEL	MARTINEZ ALFRED
22	9972	DRESDEN	MCALISTER MICHAEL W &
23	10058	COPPEDGE	METZGER MICHAEL D &
24	10115	HEDGEWAY	MIRKES GEORGE J
25	10107	CRESTOVER	NEUBAUER ARTHUR C
26	9972	COPPEDGE	PEPE MICHAEL A & LOU

Tuesday, August 28, 2007

Label	Address		Owner
27	10042	COPPEDGE	PRASIL FRANCES
28	9967	DRESDEN	RODRIGUEZ RAMON L
29	10009	COPPEDGE	ROGERS MRS HOMER F
30	9966	COPPEDGE	SOTELO DAVID A
31	10025	COPPEDGE	SUTHERLAND MARGARET P
32	10050	COPPEDGE	THORNTONWALLACE DIANE
33	3844	MARTHA	TISKO KATHLEEN
34	3888	WALNUT HILL	TREVINO CONRAD JR &
35	3880	WALNUT HILL	US MARSHAL SERVICE
36	10112	COPPEDGE	WEAVERSANCHIZ PENNY B &
37	10034	COPPEDGE	WHITESIDE ROBERT L
38	9968	ELMADA	WIJEWEERA DENNIS TR &
39	9966	DRESDEN	WILLIAMS DAVID K
40	9973	COPPEDGE	WILLIAMS EDWARD M JR &
41	3860	WALNUT HILL	WORTHAM MARGORIE T
42	10106	CRESTOVER	ZANETTI GEOFFREY JOHN &
X 43	9961	ELMADA	AYATI CURZON LIV TRUST
44	9919	ILA	BEENE BOBBY REX
45	9960	DRESDEN	CROW JERRY C
46	3838	WALNUT HILL	EPISCOPAL DIOCESE DALLAS
47	3838	MARTHA	GARRETT RUTH N
48	9961	DRESDEN	LUBY JOHN
49	3859	BEUTEL	MALONE DEBORAH A
50	3858	BEUTEL	MARTINEZ ALFRED JOSEPH
51	9960	COPPEDGE	MCDONALD RICHARD R &
52	3843	MARTHA	PEDEVILLA ROLAND R
53	9967	COPPEDGE	PHILLIPS JUDY ANNETTE
54	9962	ELMADA	RESLANE JV
55	9929	ILA	SHILLING RALPH F JR &
56	9955	ELMADA	SUNDERMAN MATTHEW

Al Romero
PO Box 870875
Mesquite, TX 75150

Anthony Jones
PO Box 0711
Galveston, TX 77553

Betty Wadkins
2843 Modesto Drive
Dallas, TX 75227

ENZ067-236(WE)

Bill Dahlstrom
901 Main St.,Ste 6000
Dallas, TX 75202

Bridge Ballowe c/o Nextel
1680 N. Prospert Dr.
Ricardson, TX 75081

Cindy Harris
4310 Buena Vista #8
Dallas, TX 75205

Clarence F Cope
10404 Ferndale
Dallas, TX 75238

Jane Guerrini
7032 Lupton
Dallas, TX 75225

Jeff Bosse
PO Box 4738
Dallas, TX 75208

Leanne Witek
16660 N Dallas Pkwy #1200
Dallas, TX 75248

Marcus Wood
6060 N Central Expy Ste 333
Dallas, TX 75206

Pam Conley
901 N Madison Avenue
Dallas, TX 75208

Rob Baldwin
401 Exposition
Dallas, TX 75226

Robert P. Garza
412 E. Sixth St.
Dallas, TX 75203

Stephanie Pegues
1500 Marilla 5FS
Dallas, TX 75201

Steve Craft
P O Box 542225
Dallas, TX 75354

Steve Kim
4318 Sexton Ln.
Dallas, TX 75229

Alpha Testing, Inc
Virginia Brown
2209 Wisconsin St, Ste 100
Dallas, TX 75229

Am. Metro/Study Corp
Marque Nelson
14881 Quorum Dr #400
Dallas, TX 75240

Arborilogical Services, Inc.
Bill Seaman
16 Steel Rd.
Wylie, TX 75098

Bluffview Homeowner
Pat White
4714 Wildwood
Dallas, TX 75209

Cedar Vista Conservation
Chris Lomax
6430 Dixie Garden Ln
Dallas, TX 75236

Dallas ISD
Stan Armstrong
3700 Ross Ave, Box 61
Dallas, TX 75204

Dallas Planning Asoc
Stuart Pully
P O Box 781609
Dallas, TX 75378

FW Dodge Reports
Donna McGuire
9155 Sterling Dr. Ste 160
Dallas, TX 75063

INCAP Fund
Lauren Odell
300 Crescent Court
Dallas, TX 75208

Jackson Walker
Suzan Kedron
901 Main St. #6000
Dallas, TX 75202

Z067-236 (WE)

Kiestwood Neighbors
Neoma Shafer
2538 W Kiest Blvd
Dallas, TX 75233

Koons Real Estate Law
James Schnurr
3400 Carlisle St, #400
Dallas, TX 75204

Lake Highlands AIA
Terri Woods
9603 Rocky Branch Drive
Dallas, TX 75243

Law Office of R Albright
Roger Albright
3301 Elm St
Dallas, TX 75226

Master Plan
J Kimborough
900 Jackson St
Dallas, TX 75202

MetroStudy Corp
Rebecca Webb
14881 Quorum Dr #400
Dallas, TX 75254

Micheal R Coker Co
Michael R Coker
2700 Swiss Ave. #100
Dallas, TX 75209

Minyards Properties Inc
Dennis O'Malley
777 Freeport Pkwy
Coppell, TX 75019

N Pk Lovefied Comm Civic League
Joyce Lockley
4718 Wateka Dr.
Dallas, TX 75209

Oak Cliff Chamber
Joe Burkleo
545 Lacewood Drive
Dallas, TX 75224

PARC DU LAC
Linda Sharp
12126 Vendome Place
Dallas, TX 75230

PWS Architects Inc.
Phillip Shepherd
4616 Abbott Ave
Dallas, TX 75205

Quick Trip Co.
Teri Dorazil
14450 Trinity Blvd. #300
Fort Worth, TX 76155

Robert Reeves & Assoc. Inc.
Robert Reeves
900 Jackson St, Suite 160
Dallas, TX 75202

Signs Manufacturing
William Watson
4610 Mint Way
Dallas, TX 75236

United HOA
Norma Parry
1515 Reynaldston Ln.
Dallas, TX 75232

United HOA
Thelma J. Norman
2628 Blackstone Dr.
Dallas, TX 75237

W.A.R.N.
Tashia Moseley
5353 Maple Ave. Ste. 200
Dallas, TX 75235

Bachman NW Highway
Edythe Swann
10306 Betty Jane Ln
Dallas, TX 75229

Bluffview
John Alexander
4811 Bluffview Blvd
Dallas, TX 75209

Bluffview
Nancy Kenty
8723 Canyon Drive
Dallas, TX 75209

Gables on Royal Ln NA
John Mahood
3115 Royal Lane
Dallas, TX 75229

Harwood International, Inc.
Julie Morris
2828 N Harwood, Suite 1600
Dallas, TX 75201

Northaven Park NA
Edwin B Bright
3969 Alta Vista Ln
Dallas, TX 75229

Oak Lawn Comm. Prosecutor
Tanya Oliveira
9801 Harry Hines Blvd
Dallas, TX 75220

Orion Real Estate Group
Bill Lamm
PO Box 540021
Dallas, TX 75354

Preston Hollow W NA
Mrs David Munson
5128 Brookview Drive
Dallas, TX 75220

Z067-236 (WE)

Walnut Hill HOA
Heather Glenn
10451 Remigton Ln.
Dallas, TX 75229

Walnut Hill HOA
Ross Coulter
3843 Echo Brook Ln
Dallas, TX 75229

Walnut Hill HOA
Roy Hudson
10176 Betty Jane Place
Dallas, TX 75229

Walnut Hills NA
Mike Gomez
3143 Waldrop St
Dallas, TX 75229

ENZ067-236(WE)

Memorandum

CITY OF DALLAS

Date October 3, 2007

To Honorable Mayor and Members of the City Council

Subject Council Item #4 – October 10th Agenda

Attached is a revised Agenda Information Sheet, Resolution and GFE Summary sheet for item #4 on the October 10th Agenda. There were revisions made in the Subject and Resolution - Section 1. Also, the purchase amount was corrected in the Subject, Fiscal Information, Proposers Information, Sections 1 and 3 of the Resolution and the GFE Summary Sheet.

Please contact me if you have any questions regarding this item.

David Cook
Chief Financial Officer

Attachment

c: Mary K. Suhm, City Manager
Deborah Watkins, City Secretary
Thomas Perkins, Jr., City Attorney
Craig Kinton, City Auditor
Judge Jay Robinson, Judiciary
Ryan S. Evans, First Assistant City Manager
Ramon F. Miguez, P.E., Assistant City Manager
Charles W. Daniels, Assistant City Manager
Jill A. Jordan, P.E., Assistant City Manager
A.C. Gonzalez, Assistant City Manager
Chandra Marshall-Henson, Assistant to the City Manager, Mayor and Council Office

REVISED AGENDA ITEM # 4

KEY FOCUS AREA: Public Safety Improvements and Crime Reduction

AGENDA DATE: October 10, 2007

COUNCIL DISTRICT(S): All

DEPARTMENT: Business Development & Procurement Services
Office of Emergency Management
Fire
Police
Communication and Information Services

CMO: Dave Cook, 670-7804
Ryan S. Evans, 670-3314
Jill A. Jordan, P.E., 670-5299

MAPSCO: N/A

SUBJECT

Authorize the purchase of an emergency notification system including a thirty-six month maintenance agreement - Sigma Communications, LLC dba Reverse 911, most advantageous proposer of five - Not to exceed ~~$396,624~~ $327,429 - Financing: U. S. Department of Homeland Security Grant Funds

BACKGROUND

The emergency notification system will allow the City to quickly mobilize emergency personnel and to notify citizens of an emergency situation through the City's phone system.

The primary departments to use this system are the Office of Emergency Management, Dallas Police Department and Dallas Fire Rescue.

The proposed system would be used for two purposes. The first would be mobilization to notify special teams that are instrumental in the City's response to emergency situations. Currently, the City is in need of streamlining the process of activating both specialized teams (i.e. SWAT, USAR, Disaster Medical Strike Team, Hazmat, and emergency medical personnel) and off duty personnel. It could also be extended to notify key personnel in City departments of other emergencies such as flooding.

BACKGROUND (Continued)

The second purpose would be notification to the public of an emergency event. The notification system is a communications solution using a combination of database and GIS technologies to deliver outbound notifications in emergency situations. Public Safety organizations can quickly target a precise geographic area and saturate it with thousands of calls per hour; or a targeted group such as “all hospitals”, “all schools”, “all City Department heads”, etc. This system would allow the Dallas OEM, Fire, and Police Communications to broadcast emergency information via existing communications infrastructure (including, but not limited to, telephones, cell phones, pagers, email, TTY, etc.) to reach a geographical area and those citizens within that area. The system uses mapping and 9-1-1 data for outbound warnings/notices broadcasted in English and Spanish. The City may opt for additional languages in the future.

The emergency notification system implemented will be supported by two servers deployed in two locations; one at the City's Dallas Data Center and one at a secure remote location. These locations will be integrated to work together on mobilization or notification to maximize call throughput. The two servers will mirror each other to replicate data, to keep all call lists synchronized at all times, and provide full redundancy if one server fails. OEM and Fire & Police Communications will be authorized to activate the system. The system is capable of initiating notification sessions from remote locations via telephone, a remote desktop, or an intranet web client.

The evaluation criteria was:

- Elegance of solution - 35%
- Proposer's Capabilities, Resources, and Experience - 30%
- Total Cost of Ownership - 15%
- Compliance with published standards within the specifications - 10%
- Training - 10%

Proposals were presented to a five member selection committee. This committee was comprised of representatives from five departments from the City of Dallas organization with knowledge of the particular work areas.

- Dallas Police Department
- Office of Emergency Management
- Dallas Fire Department
- Communications and Information Services
- InterGovernmental Services

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

This item has no prior action.

FISCAL INFORMATION

~~$396,624.00~~ $327,429.00 - U. S. Department of Homeland Security Grant Funds

M/WBE INFORMATION

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

58 - M/WBE and Non-M/WBE vendors were contacted.

The recommended awardee has fulfilled the good faith requirements set forth in the Good Faith Effort Plan adopted by Council Resolution #84-3501 as amended.

ETHNIC COMPOSITION

Sigma Communications, LLC dba Reverse 911

Hispanic Female	2	Hispanic Male	0
Black Female	0	Black Male	3
Other Female	2	Other Male	4
White Female	22	White Male	13

PROPOSAL INFORMATION

The following proposals were received on March 8, 2007. This contract is being awarded to the most advantageous proposer. Proposal review committee consisted of representatives from DPD, OEM, CIS and IGS.

*Denotes successful proposer

Proposers	**Address**	**Score**	**Price**
*Sigma Communications, LLC dba Reverse 911	6720 Parkdale Place Indianapolis, IN 46254	83.83	~~$396,624.00~~ $327,429.00
Avtex	9401 Jame Avenue South, Suite 180 Bloomington, MN 55431	77.00	$154,240.00

PROPOSAL INFORMATION (Continued)

Proposers	Address	Score	Price
Southwestern Bell Telephone, LP dba AT&T Datacomm	208 S. Akard St., One AT&T Plaza, 12th Floor Dallas, TX 75201	73.09	$748,035.39
Firstcall	5423 Galeria Dr. Baton Rouge, LA 70816	Non-responsive**	
Swiftreach	31 Industrial Ave. Mahwah, NJ 07430	Non-responsive**	

**Vendors Firstcall and Swiftreach were deemed non-responsive due to not meeting basic specification requirements.

OWNER

Sigma Communications, LLC dba Reverse 911

Kevin P. McCarthy, President

GOOD FAITH EFFORT PLAN SUMMARY

PROJECT: Authorize the purchase of an emergency notification system including a thirty-six month maintenance agreement - Sigma Communications, LLC dba Reverse 911, most advantageous proposer of five - Not to exceed ~~$396,624~~ $327,429 - Financing: U. S. Department of Homeland Security Grant Funds

Sigma Communications, LLC dba Reverse 911 is a non-local, non-minority firm, has signed the "Good Faith Effort" documentation, and proposes to use their own workforce.
PROJECT CATEGORY: Goods

LOCAL/NON-LOCAL CONTRACT SUMMARY

	Amount	Percent
Total local contracts	$0.00	0.00%
Total non-local contracts	$327,429.00	100.00%
TOTAL CONTRACT	$327,429.00	100.00%

LOCAL/NON-LOCAL M/WBE PARTICIPATION

Local Contractors / Sub-Contractors

None

Non-Local Contractors / Sub-Contractors

None

TOTAL M/WBE CONTRACT PARTICIPATION

	Local	Percent	Local & Non-Local	Percent
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%

October 10, 2007

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

Section 1. That the purchase of an emergency notification system including a thirty-six month maintenance agreement is authorized with Sigma Communications, LLC dba Reverse 911 (VS0000017332) in an amount not to exceed ~~$396,624.00~~ $327,429.00.

Section 2. That the Purchasing Agent is authorized, upon appropriate requisition, to issue a purchase order for an emergency notification system. If a formal contract is required for this purchase instead of a purchase order, the City Manager is authorized to execute the contract upon approval as to form by the City Attorney.

Section 3. That the City Controller is authorized to disburse funds, from the following appropriation, in an amount not to exceed ~~$396,624.00~~ $327,429.00:

FUND	DEPT	UNIT	OBJECT	ACTIVITY CODE	ENCUMBRANCE #
F170	CMO	0295	4760	CM02	RQS OEM 00000037936
F170	CMO	0295	4731	CM02	

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.

DISTRIBUTION:

Business Development and Procurement Services, 3FS
Office of Emergency Management
Fire
Police
Communication and Information Services