

CAUSE NO. _____

SAVE DALLAS CITY HALL COALITION,	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
vs.	§	
	§	
CITY OF DALLAS; ERIC JOHNSON, in	§	
his official capacity as Mayor of the City of	§	
Dallas; CHAD WEST, JESSE MORENO,	§	
ZARIN D. GRACEY, MAXIE JOHNSON,	§	
JAIME RESENDEZ, LAURA CADENA,	§	
ADAM BAZALDUA, LORIE BLAIR,	§	
PAULA BLACKMON, KATHY STEWART,	§	
WILLIAM ROTH, CARA MENDELSON,	§	
GAY DONNELL WILLIS, and PAUL E.	§	
RIDLEY, all in their official capacities as	§	_____ JUDICIAL DISTRICT
Council Members of the City of Dallas;	§	
KIMBERLY BIZOR TOLBERT, in her	§	
official capacity as City Manager of the City of	§	
Dallas; MARCUS WATSON, in his official	§	
capacities as Historic Preservation Officer of the	§	
City of Dallas and, alternatively, the official	§	
performing the historic-preservation officer	§	
functions; and JOHN JOHNSON, in his official	§	
capacity as Chief of Real Estate of the City of	§	
Dallas and as the City's agent with control over	§	
Dallas City Hall,	§	
Defendants.	§	DALLAS COUNTY

**PLAINTIFF'S ORIGINAL VERIFIED PETITION FOR WRITS OF MANDAMUS
AND TEMPORARY AND PERMANENT INJUNCTIVE RELIEF**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff, Save Dallas City Hall Coalition ("Coalition") complains of Defendants City of Dallas ("City"); Eric Johnson, in his official capacity as Mayor of the City ("Mayor"); Chad West, Jesse Moreno, Zarin D. Gracey, Maxie Johnson, Jaime Resendez, Laura Cadena, Adam Bazaldua, Lorie Blair, Paula Blackmon, Kathy Stewart, William Roth, Cara Mendelsohn, Gay Donnell Willis, and Paul E. Ridley, all in their official capacities as Council Members of the City

(collectively, “Council Members”); Kimberly Bizer Tolbert, in her official capacity as City Manager of the City (“City Manager”); Marcus Watson, in his official capacities as Chief Preservation Officer of the City and the official performing historic preservation officer functions under Section 51A-4.501 of the Dallas City Code (“Historic Preservation Officer” or “HPO”); and John Johnson, in his official capacity as Chief of Real Estate of the City and, on information and belief, as the City’s owner-side agent with control over Dallas City Hall (“Chief of Real Estate”) (collectively, “Defendants”), and for causes of action respectfully shows as follows:

NATURE OF THE CASE AND LIMITS OF RELIEF

1. This case seeks enforcement of duties the City made mandatory in its own Charter and City Code.

2. The City’s Landmark Commission unanimously initiated the historic-designation procedure for City Hall on March 3, 2025. That vote immediately activated a predesignation moratorium and a mandatory notification, permit-control, and designation-report duties in Section 51A-4.501(c)(4)-(5) of the Dallas City Code (“City Code”). On information and belief, the City has not identified a completed designation report, valid terminating event, or schedule that will permit meaningful completion of the process before the predesignation moratorium would reach its two-year expiration on March 3, 2027 if the City does not take an action to terminate it earlier.

3. On July 22, 2026, the Coalition formally invoked the demolition-by-neglect investigation under Section 51A-4.501(k)(3)(B) of the City Code. Upon receipt, Section 51A-4.501(k)(3)(C) states that the Historic Preservation Officer “shall” conduct the owner meeting and inspection, discuss financing resources, and prepare a report for the Landmark Commission addressing four specified subjects. The letter requested written confirmation and commencement within 14 calendar days, while expressly acknowledging that the ordinance does not impose a 14-day

completion deadline. On August 5, 2026, Watson acknowledged the request, stated that the matter had been referred to the City Attorney's Office, and stated that that office would respond for the City. The letter provided no date for that further response and did not identify that any meeting, inspection, financing-resource discussion, or report prescribed by Section 51A-4.501(k)(3)(C) had been scheduled or performed.

4. This action seeks prospective, administrable relief tied to an identified official, legal trigger, prescribed act, and current omission or threatened violation.

DISCOVERY CONTROL PLAN AND STATEMENT OF RELIEF SOUGHT

5. The Coalition intends to conduct discovery under the Level 2 discovery control plan in Rule 190 of the Texas Rules of Civil Procedure ("TRCP").

6. Per Rule 47 of the TRCP, the Coalition seeks only non-monetary relief, including writs of mandamus, and immediate, temporary, and permanent injunctive relief to prevent irreparable injury, together with court costs and recoverable attorney fees and litigation expenses permitted by law. The Coalition seeks no compensatory or punitive damages in this action. Accordingly, this action is not governed by the expedited-actions process in Rule 169 of the TRCP.

7. The Coalition does not contend that expiration of the Coalition's requested 14-day confirmation period, standing alone, constitutes a violation of Section 51A-4.501(k)(3)(C) of the City Code, establishes unreasonable delay, or entitles the Coalition to temporary injunctive relief. The need for prompt judicial case management instead arises from the combined circumstances that: (a) the duties prescribed by Section 51A-4.501(c)(4)-(5) of the City Code were triggered by the initiation of the designation process on March 3, 2025, and apparently remain unperformed; (b) the City has long possessed information concerning continuing conditions potentially governed by Section 51A-4.501(k)(2), for which the Coalition's notice to the City under Chapter XXV of the Dallas City Charter

(“City Charter”) on May 12, 2026, has matured; and (c) the multistage historic-designation and demolition-by-neglect processes remain incomplete while the predesignation moratorium is time-limited.

8. The Coalition therefore requests a prompt case-management conference and a temporary-injunction setting on a schedule that affords Defendants notice and a fair opportunity to respond. The Coalition also requests targeted jurisdictional discovery concerning actual receipt and handling of the Coalition’s request dated July 22, 2026; the date and manner of receipt; the identity, authority, and delegations of the responsible officials; and nonprivileged facts showing whether and when the owner meeting, inspection, financing-resource discussion, or report was scheduled, commenced, or performed; any steps taken under Sections 51A-4.501(c)(4), (c)(5), and (k)(3)(C) of the City Code; and current designation, moratorium, and permit-control status. Subject to resolution of jurisdictional issues, the Coalition requests only such additional, limited temporary-injunction discovery as is necessary to determine probable right to relief and probable, imminent, and irreparable injury. Any interim relief concerning Section 51A-4.501(k)(3)(C) of the City Code should be based on the City’s actual conduct and the period of nonperformance established at the hearing—not solely on expiration of the Coalition’s requested 14-day confirmation period.

PARTIES

9. The Coalition is a Texas nonprofit corporation operating under Texas law and conducting business in Dallas County (“County”). The Coalition is physically located in or otherwise conducts business in the City for purposes of Chapter XXV of the City Charter. The Coalition carries out its activities through a grassroots network of supporters, affiliated organizations, preservation professionals, Dallas residents and taxpayers, regular users of City Hall and City Hall Plaza, and individual advocates. The Coalition’s officers are individuals with

demonstrated interests in preserving and restoring City Hall. The Coalition itself submitted the July 22, 2026, investigation request and has devoted organizational resources to obtaining performance of the resulting statutory process.

10. The City is a Texas municipal corporation duly organized and existing under Texas law. The City is located in and has its principal office in the County. The City can be served with process through its City Secretary, Bilierae Johnson (“City Secretary”), at her office at 1500 Marilla Street, Room 5DS, Dallas, Texas 75201, or wherever she may be found.

11. Eric Johnson is the duly elected Mayor of the City. He may be served with process at his office at 1500 Marilla Street, Room 5EN, Dallas, Texas 75201, or wherever he may be found.

12. Chad West is a duly elected member of the Dallas City Council, representing District 1. He may be served with process at his office at 1500 Marilla Street, Room 5FN, Dallas, Texas 75201, or wherever he may be found.

13. Jesse Moreno is a duly elected member of the Dallas City Council, representing District 2. He may be served with process at his office at 1500 Marilla Street, Room 5FS, Dallas, Texas 75201, or wherever he may be found.

14. Zarin D. Gracey is a duly elected member of the Dallas City Council, representing District 3. He may be served with process at his office at 1500 Marilla Street, Room 5FS, Dallas, Texas 75201, or wherever he may be found.

15. Maxie Johnson is a duly elected member of the Dallas City Council, representing District 4 and serving as Deputy Mayor Pro Tem. He may be served with process at his office at 1500 Marilla Street, Room 5FN, Dallas, Texas 75201, or wherever he may be found.

16. Jaime Resendez is a duly elected member of the Dallas City Council, representing District 5 and serving as Mayor Pro Tem. He may be served with process at his office at 1500 Marilla Street, Room 5DN, Dallas, Texas 75201, or wherever he may be found.

17. Laura Cadena is a duly elected member of the Dallas City Council, representing District 6. She may be served with process at her office at 1500 Marilla Street, Room 5FS, Dallas, Texas 75201, or wherever she may be found.

18. Adam Bazaldua is a duly elected member of the Dallas City Council, representing District 7. He may be served with process at his office at 1500 Marilla Street, Room 5FN, Dallas, Texas 75201, or wherever he may be found.

19. Lorie Blair is a duly elected member of the Dallas City Council, representing District 8. She may be served with process at her office at 1500 Marilla Street, Room 5FS, Dallas, Texas 75201, or wherever she may be found.

20. Paula Blackmon is a duly elected member of the Dallas City Council, representing District 9. She may be served with process at her office at 1500 Marilla Street, Room 5FN, Dallas, Texas 75201, or wherever she may be found.

21. Kathy Stewart is a duly elected member of the Dallas City Council, representing District 10. She may be served with process at her office at 1500 Marilla Street, Room 5FS, Dallas, Texas 75201, or wherever she may be found.

22. William Roth is a duly elected member of the Dallas City Council, representing District 11. He may be served with process at his office at 1500 Marilla Street, Room 5FN, Dallas, Texas 75201, or wherever he may be found.

23. Cara Mendelsohn is a duly elected member of the Dallas City Council, representing District 12. She may be served with process at her office at 1500 Marilla Street, Room 5FS, Dallas, Texas 75201, or wherever she may be found.

24. Gay Donnell Willis is a duly elected member of the Dallas City Council, representing District 13. She may be served with process at her office at 1500 Marilla Street, Room 5FS, Dallas, Texas 75201, or wherever she may be found.

25. Paul E. Ridley is a duly elected member of the Dallas City Council, representing District 14. He may be served with process at his office at 1500 Marilla Street, Room 5FN, Dallas, Texas 75201, or wherever he may be found.

26. Kimberly Bior Tolbert is the duly appointed City Manager of the City. She may be served with process at her office at 1500 Marilla Street, Room 4EN, Dallas, Texas 75201, or wherever she may be found.

27. Marcus Watson is publicly identified by the City as Chief Preservation Officer and is sued solely in his official capacity as the official performing or responsible for the historic preservation officer functions under Section 51A-4.501 of the City Code. He may be served at the City's Office of Historic Preservation, 1500 Marilla Street, Room 5CN, Dallas, Texas 75201, or wherever he may be found. On August 5, 2026, Watson signed the City's response to the Coalition's July 22 request in his stated capacity as Historic Preservation Officer.

28. John Johnson is publicly identified by the City as Chief of Real Estate and is sued solely in his official capacity. On information and belief, he is the City official or owner's agent with operational control over City Hall for purposes of Section 51A-4.501(k)(2)-(3) of the City Code, including facilities, maintenance, work orders, repair implementation, and the owner-side participation required by Section 51A-4.501(k)(3)(C). He may be served at 1500 Marilla Street –

Room 4EN, Dallas, Texas 75201, 320 E. Jefferson Boulevard – Room 203, Dallas, Texas 75203, or wherever he may be found.

JURISDICTION, VENUE, AND STANDING

29. This Court has subject-matter jurisdiction under: (1) Section 24.011 of the Texas Government Code and Article V, Section 8 of the Texas Constitution because the Coalition seeks writs of mandamus compelling performance of duties imposed by law; (2) Sections 37.003 and 65.021 of the Texas Civil Practice and Remedies Code because the Coalition seeks injunctive relief; and (3) Chapter XXV of the City Charter as claims authorized by the electorate following notice of those claims to Defendants.

30. This Court has jurisdiction to issue writs of mandamus necessary to enforce its jurisdiction and to compel a public official to perform a ministerial act. Tex. Gov't Code § 24.011; *Anderson v. City of Seven Points*, 806 S.W.2d 791, 793-94 & n.2 (Tex. 1991); *In re Nolo Press/Folk Law, Inc.*, 991 S.W.2d 768, 775 (Tex. 1999) (orig. proceeding); *Anding v. City of Austin*, No. 03-18-00307-CV, 2020 Tex. App. LEXIS 3578, at *18-19, 2020 WL 2048255 (Tex. App.—Austin Apr. 29, 2020, no pet.) (citing Tex. Const. art. 5, § 8).

31. The Court has personal jurisdiction over the City because it is a local government doing business in the State of Texas (“State”) and over the Individual Defendants because they reside and do business in this State.

32. Venue is proper in Dallas County under Section 15.002(a)(1) and (3) of the Texas Civil Practice and Remedies Code because the City and the Individual Defendants have their principal offices in Dallas County and all or a substantial part of the events or omissions giving rise to the Coalition’s claims occurred in Dallas County.

33. The Coalition has direct statutory standing under Chapter XXV of the Dallas Charter. Section 1(a) provides that any “resident of Dallas has standing” to bring an action requiring the City to comply with the Charter, a City ordinance, or Texas law, and Section 1(e) defines “resident” to include a nonprofit that is physically located in or otherwise conducts business in Dallas. The Coalition satisfies that definition. The Coalition’s standing under Chapter XXV does not depend on the residence of any individual officer or on the existence of statutory voting members.

34. The Coalition also alleges a direct and concrete interest in the historic-preservation and demolition-by-neglect claims. The Coalition is the interested party that submitted the July 22, 2026, request under Section 51A-4.501(k)(3)(B) of the City Code. Watson’s acknowledgment without identified commencement, together with Defendants’ alleged continuing failure to perform or schedule the acts prescribed by Section 51A-4.501(k)(3)(C), denies the Coalition the statutory procedure it invoked, consumes the finite predesignation moratorium, and directly impairs the Coalition’s preservation activities.

35. The Coalition has associational standing because: (1) there are real controversies between it and Defendants; (2) the controversies will be determined by the relief sought; and (3) it has a personal stake in the outcome of this lawsuit. In addition, many of the Coalition’s members would have standing to sue in their own right, the interests that the Coalition seeks to protect and advance are germane to the Coalition’s purposes, and the Coalition’s claims and the relief sought in this action do not require the Coalition’s members’ participation.

36. The injuries are redressable through an order requiring the officials assigned the duties to perform the prescribed acts, maintaining the statutory permit controls, and requiring prospective compliance with proven demolition-by-neglect duties.

GOVERNMENTAL IMMUNITY INAPPLICABLE

37. The City’s governmental immunity does not bar the claims pleaded under Chapter XXV of the Dallas Charter. Chapter XXV provides that “[a]ny resident of Dallas” may bring an action against the City to require compliance with the Charter, City ordinances, and Texas law; authorizes injunctive relief and, when such relief is ordered, costs; defines resident to include a qualifying corporation; and states that the City’s governmental immunity is waived to the extent of liability created by the Charter, City ordinance, or state law. The Coalition qualifies as a resident. Its notice to the City dated May 12, 2026, matured before filing as to Sections 51A-4.501(k)(2), 34-36(b)(13), and 12A-3 of the City Code. The Coalition’s supplemental notice to the City dated July 22, 2026, concerning a post-request violation of Section 51A-4.501(k)(3)(C) has not yet run 60 days and is expressly reserved for later amendment; the present Section 51A-4.501(k)(3)(C) count proceeds independently as an official-capacity ultra vires and mandamus claim.

38. Governmental immunity does not bar the Coalition’s official-capacity ultra vires claims. *Phillips v. McNeill*, 635 S.W.3d 620, 628 (Tex. 2021); *City of El Paso v. Heinrich*, 284 S.W.3d 366, 372-76 (Tex. 2009). “The basic justification for th[e] ultra vires exception to sovereign immunity is that ultra vires acts—or those acts without authority—should not be considered acts of the state at all.” *Hall v. McRaven*, 508 S.W.3d 232, 238 (Tex. 2017). Ultra vires relief is available when an official acts without legal authority or fails to perform a ministerial act, and governmental inaction may be brought into conformity with law through prospective relief. *City of Houston v. Houston Mun. Emps. Pension Sys.*, 549 S.W.3d 566, 575-82 (Tex. 2018); *Houston Belt & Terminal Ry. Co. v. City of Houston*, 487 S.W.3d 154, 158, 161-64 (Tex. 2016).

39. The ultra vires and mandamus counts identify the official, objective triggering event, mandatory act, alleged present omission, and narrow prospective remedy. The Landmark

Commission’s initiation of the designation process on March 3, 2025, triggered the HPO’s duties under Section 51A-4.501(c)(4)-(5) of the City Code. Actual receipt of the Coalition’s July 22, 2026, request triggered the HPO’s duties under Section 51A-4.501(k)(3)(C) of the City Code.

40. The Coalition’s official-capacity claims seek prospective ultra vires and mandamus relief against the officials charged with the duties.

41. The Coalition’s core ultra vires claims under Section 51A-4.501(c)(4)–(5) and (k)(3)(C) of the City Code are materially different from the claims dismissed in *Sarno*. *Compare Sarno v. Board of Adjustment for the City of Dallas*, No. 05-25-01313-CV, 2026 WL 1749913 (Tex. App.—Dallas June 17, 2026, no pet. h.) (mem. op.) (concluding that the plaintiffs had not identified specific, substantive, or objective standards governing the officials’ discretion or duties prescribed with sufficient precision and certainty). Here, the Coalition alleges objective triggering events, identifies the officials to whom the City Code directs actor-specific commands, and seeks prospective relief requiring performance of discrete threshold acts the City Code states those officials “shall” or “shall not” perform.

42. Proposition S and Chapter XXV are pleaded in the alternative and as cumulative support for mature claims. *In re Dallas HERO*, 698 S.W.3d 242 (Tex. 2024), is relevant to the history of the voter-adopted charter amendment and the Supreme Court’s description of the ballot measures, but the Coalition does not treat that election-law opinion as having finally adjudicated every potential challenge to Chapter XXV’s post-adoption enforceability.

43. The Coalition seeks no retrospective damages against the official defendants. The requested relief is prospective and directed toward present duties, continuing omissions, and threatened future violations.

FACTUAL BACKGROUND

A. Dallas City Hall is a landmark

44. City Hall is located at 1500 Marilla Street in downtown Dallas, Texas. The building serves as the seat of Dallas city government and houses the offices of the Mayor, Council Members, City Manager, and many municipal departments.

45. The building was designed by I.M. Pei, one of the most influential architects of the 20th century, whose other famous works include the Louvre Pyramid in Paris, the Bank of China Tower in Hong Kong, the National Gallery of Art's East Building in Washington, D.C., the John F. Kennedy Library in Boston, and numerous other iconic structures. Construction of the building was completed in 1978.

46. City Hall is an important example of Modernist and Brutalist Architecture. Completed in 1978, the building is famous for its dramatic inverted pyramid shape, where each of the seven upper floors extends outward over the floor below. This shape is unprecedented among American city halls. The building makes extensive use of concrete—both a design choice and a practical consideration for the intensely sunlit, sometimes storm-prone climate of Texas.

47. The building's distinctive inverted trapezoidal form, its bold concrete construction using cast-in-place techniques and shrinkage-compensating cement, and its monumental civic presence exemplify the best of American public architecture.

48. City Hall also represents a turning point in Dallas history. The building emerged from a period when Dallas was attempting to reshape its national image following the assassination of President John F. Kennedy in 1963. City leaders, especially Mayor Erik Jonsson, wanted a new civic center that would project confidence, progress, and civic pride. The creation of City Hall became part of a broader effort to modernize the city and demonstrate its commitment to thoughtful

urban planning and public life. As a result, the building carries historical meaning beyond its architectural value.

49. The shape of City Hall's exterior façade was intended to symbolize a government that is open and accessible to the public. I.M. Pei's philosophy of 'openness' was further embodied in the interior of City Hall. The building, designed for 1,400 workstations, has minimal permanent walls; instead, low partitions (5-7 feet) are used. This allows employees and visitors to access natural light and exterior views from almost any point.

50. After seeing the building, Ada Louise Huxtable, the architecture critic for the *New York Times*, headlined her review as "One of Our Most Important Buildings" and described it as something for which "Dallas should feel nothing but pride." The American Consulting Engineers Council promptly recognized the project by bestowing an Excellence Award in 1979.

51. Soon after it opened, City Hall began appearing in American pop culture by serving as the headquarters of the OCP corporation in the *RoboCop* movies of the 1980s and 1990s. It also was featured in the 1980 TV movie *The Lathe of Heaven*. In addition, it inspired the shape and appearance of the J. Erik Jonsson Central Library building across the street from City Hall. Its unique design continues to attract architects, students, photographers, and tourists interested in modern architecture.

52. City Hall has been recognized by architectural historians and preservation organizations as one of the finest examples of late Modernist and Brutalist civic architecture in the United States. The building has been featured in numerous architectural publications, including the American Institute of Architects' guide to Dallas architecture, and has received recognition from Docomomo (Documentation and Conservation of Buildings, Sites, and Neighborhoods of the Modern Movement), an international organization dedicated to the preservation of modern

architecture. In 2015, the Texas Society of Architects recognized the building by bestowing a 25-Year Award.

53. Since its opening, City Hall and its plaza have hosted many pivotal events in Dallas' civic history, including official ceremonies, rallies advocating for social justice, memorials in response to national tragedies, the annual Dallas marathon, parades, concerts, and festivals. It is Dallas' most important gathering place for the City's diverse population.

54. City Hall was designated as "endangered" in June 2026 by the World Monuments Fund.

B. The City's Landmark Commission began the process to designate City Hall as a historic landmark

55. The City's Landmark Commission voted unanimously on March 3, 2025, to initiate the historic designation procedure for City Hall in accordance with Section 51A-4.501(c)(2) of the City Code. The nomination of City Hall submitted to the Landmark Commission stated that the building met multiple criteria in the Dallas historic preservation ordinance to be a historic landmark, including: (1) having an association with the site of historic events of national significance, (2) being an important example of a distinctive architectural style, (3) being a representation of the work of a renowned architect whose work has influenced the development of our country, (4) having an identification with a person who significantly contributed to the culture and development of our city, and (5) having a unique visual feature of the city that is a source of pride and cultural significance.

C. The initiation activated mandatory preservation and designation-process duties

56. Upon initiation, Section 51A-4.501(c)(4) required the Historic Preservation Officer immediately to notify the Building Official. Subsection (c)(4) prohibits the Building Official from accepting an application for a permit to alter, demolish, or remove the covered structure or site unless

the required predesignation certificate of appropriateness or certificate for demolition or removal has issued.

57. Section 51A-4.501(c)(5) further provides that, upon initiation, the HPO “shall coordinate research to compile a written report” addressing the characteristics supporting nomination, the historical, cultural, and architectural significance of the structures and site, proposed boundaries, and proposed preservation criteria. The report is the threshold document that permits the Landmark Commission and zoning process to proceed; the Coalition does not ask the Court to dictate its conclusions.

58. The moratorium ends only upon an event listed in Section 51A-4.501(c)(9), including a qualifying termination vote, final approval or denial, or two years after initiation. Based on the presently available record, no timely owner appeal, valid termination vote, final denial, or other terminating event has occurred. Absent an earlier qualifying event, the moratorium would expire on March 3, 2027.

59. On information and belief, the City has not identified a completed Section 51A-4.501(c)(5) report, a vote on that report, a concrete schedule for completion, or an official record terminating the moratorium. Administrative silence therefore consumes the finite period during which the designation and demolition-by-neglect protections operate.

60. The Code applies to publicly-owned City Hall. Section 51A-4.501(k)(2) applies to “all structures” on covered property and prohibits any “person” from allowing demolition by neglect; Section 51A-2.102 defines “person” to include a political subdivision. Section 51A-4.501(m)(3)(C) also recognizes restoration funding for publicly owned historic structures. Public ownership may affect the mechanics of compliance, but it does not erase the designation, investigation, preservation, and repair commands.

D. City Hall needs repairs to prevent its deterioration

61. Architects, engineers, and other experts have told City officials and employees that City Hall has ineffective waterproofing such that it is not watertight.

62. Experts also have told the City that it needs to replace and modernize the emergency back-up generators at City Hall.

63. City Hall's emergency generators and associated electrical systems are core life safety infrastructure, supplying required backup power to emergency lighting, fire life safety systems, elevators, and communications when normal power fails. Thus, this equipment serves critical emergency operations and its failure would directly endanger public safety.

64. The City's own public presentations and condition materials have identified recurring roof and interior water infiltration, a failed interior gutter system, water over electrical and telecommunications infrastructure, active garage water intrusion, a failed Plaza storm drain, garage cracking and concrete spalling, obsolete or noncompliant electrical infrastructure, and a nonfunctioning generator. Those reported conditions warrant investigation under Section 51A-4.501(k)(2)(H), (J), (K), and (L), among other potentially applicable provisions.

65. The statutory question is condition-specific: what repairs are needed to maintain and stabilize City Hall and what resources are available to finance those repairs. Aggregate estimates prepared for comprehensive modernization, relocation, financing, continued operations, demolition, or redevelopment do not substitute for the report required by Section 51A-4.501(k)(3)(C).

E. City officials do nothing to stop City Hall from further deterioration

66. According to City documents, the City received approximately \$355.4 million in federal American Rescue Plan Act ("ARPA") Coronavirus State and Local Fiscal Recovery Funds. City materials also document later reallocations and reprogramming, the creation of the ARPA

Redevelopment Fund as a multi-year fund with General Fund budget capacity, and relevant federal obligation and expenditure dates. The Coalition pleads the allocation history based on presently available City materials and does not purport to resolve the complete federal and municipal accounting before discovery.

67. On September 22, 2021, the City Council approved Ordinance No. 32000, which established the initial ARPA spending framework. After later reallocations and reprogramming, City materials identified \$22,659,542 in ARPA Redevelopment Fund budget capacity for City Hall projects: \$7,659,542 for City Hall – Generation & Electrical (Unit AR61), shown as reprogrammed in May 2024, and \$15,000,000 for Major Maintenance (City Hall) (Unit AR98), shown as reprogrammed in September 2024. The precise project codes, funding sources, encumbrances, transfers, and current available balances remain matters reflected in the City’s accounting records.

68. On February 28, 2024, the City Council approved Ordinance No. 32663, which reallocated approximately \$159.3 million in ARPA funding to support eligible Dallas Fire-Rescue payroll expenses and a corresponding transfer of General Fund dollars to the ARPA Redevelopment Fund for continuation of projects originally funded under ARPA. City materials described the transaction as making an equivalent amount of local General Fund capacity available for those projects.

69. The City described the resulting ARPA Redevelopment Fund as a multi-year fund with General Fund budget capacity created by moving eligible General Fund expenses to ARPA. Some dollars thereafter were General Fund budget capacity rather than federal grant dollars. The Coalition therefore does not presently allege that every City Hall-related balance remained federal, that every balance carried the same federal deadline, or that the reprogramming itself violated federal law. The relevance is that the City identified budget capacity for repairs to City Hall,

subsequently reprogrammed, transferred, or left unencumbered portions of that capacity, and thus has not completed the identified generator, electrical, and major-maintenance work while documented conditions persist.

70. On March 26, 2025, the City Council passed Resolution No. 25-0453, which authorized the City Manager to execute a professional engineering services contract not to exceed \$1,030,200 for design and construction-administration services relating to replacement and modernization of the emergency backup generator system at City Hall. The Coalition will rely on the signed resolution, contract, invoices, project ledgers, and work-product records to establish what design was completed and what implementation followed.

71. The City Manager's staff briefed the Finance Committee on deferred maintenance at City Hall on October 21, 2025, and acknowledged decades of underinvestment, active water infiltration, generator and electrical deficiencies, structural issues, and other known needs.

72. In a memorandum dated November 7, 2025, the City Manager's Office reported that approximately \$7.6 million had been allocated for generator replacement and related electrical upgrades, that updated engineering work placed the rehabilitation need at approximately \$17 million, and that there was "no specific major maintenance funding for City Hall projects" in FY2025 or FY2026. Separate City ARPA reports also documented reprogramming and later balances affecting City Hall-related budget lines. The precise approvals, implementation entries, remaining encumbrances, and replacement funding are within the City's records and are not yet fully known to the Coalition.

73. On March 20, 2026, Chief Financial Officer Jack Ireland sent a memorandum to the City Council's Finance Committee, which reported City Hall-related appropriations, expenditures, encumbrances, and remaining ARPA Redevelopment Fund capacity, including an

AR61 Unit budget for “City Hall – Generation & Electrical” of \$7,659,542, approximately \$1,118,300 of which was encumbered and spent, and approximately \$6,541,242 was unencumbered as of February 28, 2026. On May 26, 2026, Ireland sent another memorandum to the Council’s Finance Committee, which reported that approximately \$1,412,800 of the AR61 Unit budget for “City Hall – Generation and Electrical” was encumbered and spent, and approximately \$523,335 was unencumbered as of April 30, 2026. City materials use terms such as federal award, local budget capacity, appropriation, project balance, and cash availability in ways that cannot yet be fully reconciled. The Coalition does not presently allege that every remaining dollar was federal or had to be returned on a particular date. The Coalition alleges that the City repeatedly identified substantial repair resources, reprogrammed, transferred, or left unencumbered portions of those resources, and had not produced a complete accounting or completed a program correcting the documented conditions. The exact accounting and legal restrictions are subjects of a request for information under the Texas Public Information Act (“TPIA”) and discovery, as established by the request and accompanying declaration.

74. Another example of the City’s failure to repair City Hall involves the public restrooms at City Hall. On October 8, 2025, the City Council passed Resolution No. 25-1626, which directed the City Manager to postpone renovating multiple public restrooms at City Hall to achieve compliance with Texas Accessibility Standards until after the City Manager briefed the Council’s Finance Committee on deferred maintenance at City Hall.

75. On May 12, 2026, the Coalition sent a letter to the Mayor and City Council of the City c/o the interim City Attorney, notifying them that City Hall was deteriorating in several ways in violation of the City’s “demolition by neglect” ordinance and demanding that they take prompt action to stop the deterioration (“First Notice”).

76. However, the Mayor, Council Members, and the City Manager did not take any meaningful action to repair City Hall to make it properly watertight.

77. On June 10, 2026, the Council voted 9-6 to not move forward with any repairs to City Hall. Instead, the Council locked in the prior financial diversions from City Hall repairs and ordered the City Manager to use remaining dollars in the ARPA Redevelopment Fund not subject to federal restrictions to explore moving City operations out of the building entirely.

F. City Officials began to explore moving out of City Hall so that the City can offer the site to the Dallas Mavericks basketball team

78. In April 2025, Rosa Fleming, the Director of the Department of Convention and Event Services of the City, quietly hired Hillwood Urban Services under a three-month consultant services contract in the amount of \$75,000 by Administrative Action No. 25-5615 to evaluate potential sites, conduct feasibility studies, and make recommendations for a Dallas Mavericks arena.¹ The goal was to prepare options for the Mavericks' move after the team's lease at the American Airlines Center expires in 2031, with the aim of opening a new arena by the 2031–2032 NBA season. The City and Hillwood refused to disclose the specific sites studied, citing confidentiality exemptions tied to ongoing economic development negotiations. The City appealed to the Texas Attorney General to block public release of related documents, arguing that disclosure would reveal still-in-play incentive offers and competitive information.

79. Mavericks CEO Rick Welts confirmed in August 2025 that City officials had floated several possible locations, though he cautioned that “neither may work.”

¹ Fleming took action to rescind this contract on September 22, 2025, by sending a memorandum to the City Secretary stating “there will be a new AA [Administrative Action] with an increased contract amount to align with the contract being drafted by the CAO.” Thereafter, Fleming hired Hillwood again for the same services by approving a three-month consultant services contract in the amount of \$100,000 by Administrative Action No. 25-6485 effective October 24, 2025.

80. On November 12, 2025, the City Council voted 12-3 to adopt Resolution No. 25-1784, which directed the City Manager to evaluate options for the future of City Hall. Those options included: (1) remaining in the building as-is, (2) repairing and modernizing the building, (3) leasing or purchasing a different facility, or (4) selling, redeveloping, or otherwise repurposing the City property. Council Members emphasized that the vote was not a decision to leave City Hall, but rather a decision to gather information and compare costs before making a final determination.

81. In January 2026, the Mavericks confirmed that the team had zeroed in on two locations for a new arena and 50-acre mixed-use entertainment district: the City Hall site and the former Valley View Mall site.

82. On February 23, 2026, the Dallas Economic Development Corporation and engineering consultant AECOM reported to the City Council's Finance Committee that City Hall had major infrastructure problems, including aging mechanical, plumbing, electrical, HVAC, and other building systems. These consultants estimated that it would supposedly cost the City between \$906 million and \$1.14 billion to fully modernize and occupy the building for the next 20 years.² The Finance Committee unanimously recommended to the City Council several steps that moved the City closer to vacating City Hall: (1) relocating 911, 311, emergency management, and emergency operations out of City Hall as quickly as possible; (2) exploring relocation of all remaining City Hall staff and functions to another government center; and (3) pursuing redevelopment opportunities for the current City Hall site.

² The Coalition's letter to the Mayor and City Council dated June 9, 2026, explains that this estimate is grossly excessive due to being based on inflated costs, incomplete information, and escalated assumptions about what repairs actually require.

83. On March 4, 2026, following lengthy and contentious public hearings, the City Council voted 9 to 6 to approve Resolution No. 26-0499, which (among other things) directed the City Manager to: (1) explore leasing or purchasing a new City Hall location, (2) explore relocation of emergency operations, (3) develop repair options for the existing building so those options could be compared side-by-side with relocation alternatives, and (4) examine redevelopment possibilities for the City Hall property and the surrounding area.

84. City staff and consultants then began identifying potential replacement locations. Some Council Members toured possible sites, and the city explored options for moving 911 and emergency operations, 311 services, and general City Hall offices and employees. Potential locations reportedly included downtown office towers and other large properties able to house city operations.

85. On May 20, 2026, the City's new consultants Gresham Smith and WM2 Company told the City Council during a public hearing that they had identified several ways of reducing the cost of some repairs to City Hall, such as using modern sealants, but they did not quantify the amount of the reduction.

G. The Coalition formally triggered the demolition-by-neglect investigation, but the HPO has not said the City has begun the required statutory process

86. On July 22, 2026, the Coalition delivered a letter entitled "Dallas City Hall — Formal Request under Dallas City Code § 51A-4.501(k)(3)(B) and Supplemental Notice under Dallas Charter Chapter XXV, § 1(d)." The request was directed to the Historic Preservation Officer and copied to the City Attorney, City Manager, Landmark Commission, Facilities and Real Estate Management or the Chief of Real Estate, Building Official, City Secretary, Mayor, and Council.

87. The letter stated that the Coalition is an interested party and formally invoked and initiated the demolition-by-neglect investigation. It requested the owner meeting, inspection, repair-

financing discussion, and Landmark Commission report prescribed by Section 51A-4.501(k)(3)(C); identified the reported conditions to be examined; requested preservation of the inspection evidence; and requested that condition-specific stabilization and repair costs be separated from modernization, relocation, financing, operations, demolition, and redevelopment figures.

88. The letter requested written confirmation within 14 calendar days after receipt stating the receipt date, tracking number, assigned official, owner-meeting and inspection status, proposed dates, anticipated report timetable, and any refusal or limitation with its factual and legal basis. With the actual receipt on July 22 and excluding the triggering date, the requested confirmation period expired at the end of August 5, 2026. On August 5, 2026—the final day of that requested period assuming actual receipt on July 22—Defendant Watson provided the acknowledgment-and-referral letter described below, but provided no date or other information concerning commencement of any act prescribed by Section 51A-4.501(k)(3)(C).

89. On August 5, 2026, Watson, signing as the City’s Historic Preservation Officer, sent the Coalition’s counsel a letter acknowledging the July 22 request and stating that the matter had been referred to the City Attorney’s Office, that future communications should be directed to that office, and that the City Attorney’s Office would respond on behalf of the City. The letter did not state that a demolition-by-neglect investigation had been opened; identify a case or tracking number, assigned official, or owner representative; propose or schedule the required owner meeting or inspection; address available repair-financing resources; provide a timetable for the required report; dispute the Coalition’s status as an interested party; assert that the predesignation moratorium had terminated; or provide a factual or legal basis for declining or delaying any act prescribed by Section 51A-4.501(k)(3)(C).

90. The HPO's August 5th letter confirms receipt by the official charged with the Section 51A-4.501(k)(3)(C) duties, but referral of future communications to counsel does not itself perform, or identify commencement of, the required owner meeting, inspection, financing-resource discussion, or Landmark Commission report. As of the filing of this petition, the Coalition has received no notice that any of those prescribed acts has been scheduled or performed. The Coalition does not allege that referral to counsel is independently unlawful or that the requested 14-day period is a statutory completion deadline. The Coalition alleges continuing nonperformance in the full circumstances pleaded herein. The Code provides no administrative appeal from a referral or from continuing failure to perform the prescribed acts.

91. The proposed redevelopment of the City Hall site has generated significant public concern locally, nationally, and internationally. Citizens and preservation advocates have expressed alarm at the prospect of losing or altering this civic landmark. The expedited way the City is proceeding—scheduling votes at special-called meetings on June 10 and June 17, 2026, with little public notice—has heightened these concerns and suggests an intent to circumvent the public participation that decisions of this magnitude warrant. Any decision to pursue “redevelopment” of this property is a matter of profound public importance, affecting not only the functioning of city government but also the architectural heritage and civic identity of Dallas.

92. The loss or alteration of this irreplaceable civic landmark cannot be undone. Once a decision is made to pursue “redevelopment,” the building may be damaged or destroyed before legal remedies can be obtained.

93. All conditions precedent to the claims presently asserted have occurred, been performed, been waived, or been excused, subject to the claim-specific notice and reservation allegations below.

CAUSES OF ACTION

First Claim: Demolition by Neglect and Failure to Preserve and Repair City Hall

94. The allegations in the preceding paragraphs are incorporated by reference into this claim.

95. Upon the initiation of the historic-designation procedure by the Landmark Commission on March 3, 2025, City Hall became subject to the predesignation moratorium in Section 51A-4.501(c) and a covered structure for purposes of Section 51A-4.501(k).

96. Section 51A-4.501(k) is the City's demolition-by-neglect ordinance. It creates independent, ongoing commands applicable to covered structures and to the property owner or the owner's agent with control:

No person shall allow a structure to deteriorate through demolition by neglect. All structures on properties subject to the predesignation moratorium and in historic overlay districts must be preserved against deterioration and kept free from structural defects. The property owner or the property owner's agent with control over the structure, in keeping with the city's minimum housing standards and building codes, must repair the structure if it is found to have any of the following defects:

... (H) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors ...

(I) Defective or lack of weather protection for exterior wall coverings, including lack of paint or other protective covering.

(J) Any fault, defect, or condition in the structure which renders it ... not properly watertight. ...

Dallas City Code § 51A-4.501(k)(2) (emphasis added). City Hall is publicly owned, but the Code applies to all covered structures and to a "person," a term that includes a political subdivision. The City is not textually exempt from preservation and repair duties merely because it owns the property.

97. City records and public presentations identify conditions corresponding to or warranting findings under subsections (H), (J), (K), and (L) of Section 51A-4.501, including

ineffective waterproofing, recurring roof and interior water infiltration, failed interior gutters and drainage, water over electrical and telecommunications infrastructure, active garage water intrusion, cracking and concrete spalling, exterior hazards, and potential deterioration of character-defining architectural features.

98. The Coalition's May 12, 2026, notice reasonably described the covered property, the initiation by the Landmark Commission on March 3, 2025, Section 51A-4.501(k)(2) of the City Code, the reported defects, the continuing failure to preserve and repair, and the demanded cure. More than 60 days have elapsed since the Coalition sent the notice to the City and the City has not cured the violations. The City therefore is subject to the Chapter XXV claim for prospective compliance with Section 51A-4.501(k)(2).

99. The Coalition alternatively pleads official-capacity ultra vires and mandamus relief against the official proven to be the City's owner-side agent with control. On information and belief, the Chief of Real Estate and City Manager possess or direct operational control over City Hall facilities, maintenance, work orders, and repair implementation.

100. Generally, mandamus relief is authorized to compel a public official or body either to perform a ministerial duty or to correct a clear abuse of discretion. *Groba v. City of Galena Park*, No. 05-21-00305-CV, 2022 Tex. App. LEXIS 8066 *4, 2022 WL 16549068 (Tex. App.—Dallas Oct. 31, 2022, no pet.) (mem. op.) (citing *Bd. of Trustees of Houston Firefighters' Relief & Ret. Fund v. City of Houston*, 466 S.W.3d 182, 187 (Tex. App.—Houston [1st Dist.] 2015, pet. denied)); see also *O'Connor v. First Ct. of Appeals*, 837 S.W.2d 94, 97 (Tex. 1992); *In re State ex rel. Weeks*, 391 S.W.3d 117, 121 (Tex. Crim. App. 2013).

101. The claimant typically must establish that (1) a public official or body failed to perform a ministerial duty or committed a clear abuse of discretion and (2) there is no adequate

remedy at law. *Groba*, 2022 Tex. App. LEXIS 8066 *4-5 (citing *Bd. of Trustees of Houston Firefighters' Relief & Ret. Fund*, 466 S.W.3d at 187).

102. An act is ministerial or nondiscretionary when the law clearly spells out the duty to be performed with sufficient certainty that nothing is left to the exercise of discretion. *Groba*, 2022 Tex. App. LEXIS 8066 *5 (citing *Bd. of Trustees of Houston Firefighters' Relief & Ret. Fund*, 466 S.W.3d at 187); *see also Ballantyne v. Champion Builders*, 144 S.W.3d 417, 421 (Tex. 2004); *Comm'r of the Gen. Land Office v. Smith*, 5 Tex. 471, 479 (1849). If the public official must obey an order, without having any choice in complying, the act is ministerial. *Ballantyne*, 144 S.W.3d at 421 (citing *City of Lancaster v. Chambers*, 883 S.W.2d 650, 654 (Tex. 1994)).

103. When a public official or body has a legal duty to perform a nondiscretionary act, a demand for performance of the act has been made, and the official or body refuses to perform, a party is entitled to mandamus relief against the official or body. *Groba*, 2022 Tex. App. LEXIS 8066 *5 (citing *Bd. of Trustees of Houston Firefighters' Relief & Ret. Fund*, 466 S.W.3d at 187).

104. Whether a law creates a ministerial duty is a question of law. *Groba*, 2022 Tex. App. LEXIS 8066 *5 (citing *Bd. of Trustees of Houston Firefighters' Relief & Ret. Fund*, 466 S.W.3d at 188).

105. A district court has the power to issue a writ of mandamus to compel a public official to perform a ministerial act. *Anderson v. City of Seven Points*, 806 S.W.2d 791, 793 (Tex. 1991); Tex. Gov't Code § 24.011. The court must issue a writ of mandamus when the public official fails to perform a ministerial act. *Anderson*, 806 S.W.2d at 793-94 & n.2.

106. Here, the Mayor and Council Members are the governing body of the City, which is the owner of City Hall. The Mayor, Council Members and the City's owner-side agent with control have an objective duty to preserve the covered structure against deterioration and to repair

defects that are found to fall within Section 51A-4.501(k)(2). The Chief of Real Estate and City Manager are believed to possess or direct the relevant owner-side control. The Mayor and Council Members may direct or ratify compliance with Section 51A-4.501(k)(2).

107. The responsible officials do not have lawful discretion to adopt or continue a policy of allowing verified enumerated defects to persist indefinitely or to substitute relocation studies for the Code's preservation duty while City Hall remains covered.

108. The Coalition demanded preservation and repair in the May 12th notice and supplied additional condition and funding information in its June 9th letter. The City has not provided a condition-specific stabilization and repair schedule or shown that the enumerated defects have been corrected.

109. Despite mature notice and the City's own condition information, the City and the alleged owner-side officials have not cured the ongoing violation, completed the statutory condition-specific process, or implemented a lawful compliance schedule for the reported enumerated defects.

110. To the extent the owner-side officials refuse to perform an objective duty imposed directly on the owner or owner's agent with control, that refusal exceeds lawful authority and constitutes an ultra vires omission. Chapter XXV of the City Charter independently supplies the pleaded claim against the City.

111. The Coalition has no adequate remedy at law. City Hall is unique; recurring water and structural deterioration can permanently damage historic fabric and character-defining features; money damages cannot restore lost material or lost moratorium time; and a later damages award cannot supply the statutory preservation process.

112. The Coalition seeks narrow prospective relief limited to conditions proven through the Section 51A-4.501(k)(3)(C) report, competent City records, or qualified evidence: immediate reasonable protection and stabilization where necessary; cessation of avoidable further deterioration; and a lawful compliance schedule to correct verified Section 51A-4.501(k)(2) defects.

113. The Coalition requests the Court issue writs of mandamus to the Mayor, Council Members, the City Manager, and the Chief of Real Estate, ordering and directing them to take all necessary and proper steps to repair the enumerated defects identified above in this claim and prohibiting them from allowing City Hall to deteriorate further by allowing those enumerated defects to continue to exist.

114. Alternatively, the Coalition requests the Court issue a permanent injunction to the Mayor, Council Members, the City Manager, and the Chief of Real Estate, ordering and directing them to take all necessary and proper steps to repair the enumerated defects identified above in this claim and prohibiting them from allowing City Hall to deteriorate further by allowing those enumerated defects to continue to exist.

Second Claim: Abuse of City Property

115. The allegations in the preceding paragraphs are incorporated by reference into this claim.

116. Section 34-36(b)(13) of the City Code prohibits city employees, including the City Manager and the Chief of Real Estate, from “abus[ing] city property,” which includes improperly maintaining city equipment.

117. By recommending no repairs to the City Hall emergency generator system and by making no meaningful efforts to maintain that equipment, the City Manager and the Chief of Real Estate are improperly maintaining city equipment in violation of Section 34-36(b)(13).

118. The City Manager and the Chief of Real Estate have legal and ministerial duties not to improperly maintain City equipment.

119. Alternatively, the City Manager and the Chief of Real Estate have clearly abused their discretion by improperly maintaining City equipment. *Id.*

120. The Coalition made a written demand to the City Manager on May 12, 2026, to maintain the City Hall emergency generator system more than 60 days before filing suit.

121. However, despite the demand, the City Manager and the Chief of Real Estate have violated their legal and ministerial duties and clearly abused their discretion by failing to take any action to maintain the City Hall emergency generator system.

122. The City Manager's and the Chief of Real Estate's failures to comply with their ministerial duty constitute ultra vires acts.

123. The Coalition has no adequate remedy at law because the City Hall property is unique, the harm to the Coalition caused by improper maintenance of the City Hall emergency generator system is irreparable because it cannot be measured in money damages and the Court cannot make the Coalition whole by awarding it a sum of money.

124. The Coalition is entitled to mandamus relief compelling the City Manager and the Chief of Real Estate to properly maintain the City Hall emergency generator system.

125. The Coalition requests that the Court issue a writ of mandamus to the City Manager and the Chief of Real Estate, ordering and directing them to properly maintain the City Hall emergency generator system.

126. Alternatively, the Coalition requests that the Court issue a permanent injunction to the City Manager and the Chief of Real Estate, ordering and directing them to properly maintain the City Hall emergency generator system.

127. The Coalition seeks only prospective compliance with an objectively established maintenance duty.

Third Claim: Violations of Fiduciary Duties by Failing to Make Repairs

128. The allegations in the preceding paragraphs are incorporated by reference into this claim.

129. Section 12A-3 of the City Code imposes a fiduciary duty on the Mayor, Council Members, and City employees when performing their official duties.

130. The Mayor, Council Members, the City Manager, and the Chief of Real Estate have a legal, fiduciary, and ministerial duty to repair City Hall and its equipment.

131. Alternatively, the Mayor, Council Members, the City Manager, and the Chief of Real Estate have clearly abused their discretion by failing to repair City Hall and its equipment.

132. In the further alternative, the Mayor, Council Members, the City Manager, and the Chief of Real Estate have a ministerial duty to effect repairs to City Hall and its equipment using funds previously earmarked for that purpose. The Mayor, Council Members, the City Manager, and the Chief of Real Estate have breached their fiduciary and ministerial duties by failing to apply those funds to repair City Hall and by reallocating the funds to other purposes.

133. By failing to repair City Hall and its equipment, the Mayor, Council Members, the City Manager, and the Chief of Real Estate are violating their fiduciary duty to the City and its taxpayers.

134. The Coalition has made a written demand on May 12, 2026, to the Mayor, Council Members, and the City Manager to repair City Hall and its equipment.

135. However, despite the demand, the Mayor, Council Members, and the City Manager have violated their legal and ministerial duties and clearly abused their discretion by failing to take any action to repair City Hall and its equipment.

136. The Mayor's, Council Members', the City Manager's, and the Chief of Real Estate's failures to comply with their ministerial duties constitutes an ultra vires act.

137. The Coalition has no adequate remedy at law because the City Hall property is unique, the harm to the Coalition caused by improper maintenance of City Hall and its equipment is irreparable because it cannot be measured in money damages, and the Court cannot make the Coalition whole by awarding it a sum of money.

138. The Coalition is entitled to mandamus relief compelling the Mayor, Council Members, the City Manager, and the Chief of Real Estate to properly maintain City Hall and its equipment.

139. The Coalition requests that the Court issue writs of mandamus to the Mayor, Council Members, the City Manager, and the Chief of Real Estate, ordering and directing them to properly maintain City Hall and its equipment.

140. Alternatively, the Coalition requests that the Court issue a permanent injunction to the Mayor, Council Members, the City Manager, and the Chief of Real Estate, ordering and directing them to properly maintain City Hall and its equipment.

**Fourth Claim: Failure to Perform
Historic-Designation Duties Required by Section 51A-4.501(c)(4)-(5)**

141. The allegations in the preceding paragraphs are incorporated by reference into this claim.

142. The Landmark Commission’s vote on March 3, 2025, is the objective trigger for Section 51A-4.501(c)(4)-(5) of the City Code. Upon initiation, the Historic Preservation Officer “shall immediately notify” the Building Official, and the Building Official “shall not accept” an application to alter, demolish, or remove the covered structure or site unless the required certificate has issued.

143. Upon the same initiating vote, the HPO “shall coordinate research to compile a written report” addressing the four subjects specified in Section 51A-4.501(c)(5). The report is a required step in the designation process. The HPO has no discretion to refuse indefinitely to coordinate and compile the report.

144. Section 12A-3 of the City Code imposes a fiduciary duty on City employees when performing their official duties.

145. On information and belief, Defendants have not identified a completed designation report, a Landmark Commission vote on the report, a reasonable completion schedule, a valid termination, or an official permit-control record confirming compliance with Section 51A-4.501(c)(4). More than 17 months have elapsed, and the moratorium will expire on March 3, 2027, unless terminated earlier by the City.

146. The HPO exceeds his lawful authority by refusing or unreasonably failing to perform the prescribed notification and report-process acts. The Building Official lacks authority to accept an alteration, demolition, or removal permit application in violation of Section 51A-4.501(c)(4).

147. There is no administrative appeal from total inaction, no adequate remedy at law, and no later damages award can restore the time lost from the moratorium.

148. The Coalition seeks a writ of mandamus requiring the HPO to commence or continue research and compilation of a report as required by Section 51A-4.501(c)(5) of the City Code and establish a concrete, reasonable schedule permitting meaningful consideration of the proposed designation of City Hall as a landmark before the moratorium expires. The Coalition further seeks an order of this Court, sitting in equity, extending the moratorium by the same number of months as the HPO has delayed taking action required of him by law.

149. Alternatively, the Coalition seeks a permanent injunction commanding the HPO to commence or continue research and compilation of a report as required by Section 51A-4.501(c)(5); and establish a concrete, reasonable schedule permitting meaningful consideration of the proposed designation of City Hall as a landmark before the moratorium expires.

**Fifth Claim: Failure to Perform
Historic Designation Duties Required by Section 51A-4.501(k)(3)(C)**

150. The allegations in the preceding paragraphs are incorporated by reference into this claim.

151. The Coalition is an interested party and delivered a written request to the Mayor, Council Members, the City Manager, and the City's HPO on July 22, 2026, that expressly invoked Section 51A-4.501(k)(3)(B) of the City Code. Actual receipt is the objective trigger for Section 51A-4.501(k)(3)(C).

152. Section 51A-4.501(k)(3)(C) states that, "[u]pon receipt of a request," the HPO "shall" meet with the owner or the owner's agent with control to inspect the structure and discuss available repair-financing resources, and after the meeting "shall" prepare a report for the Landmark Commission on the condition, repairs needed to maintain and stabilize the structure, financing resources, and time needed to complete the repairs.

153. Those are discrete mandatory acts. The HPO has no discretion whether to meet with the property owner or its controlling agent, inspect City Hall, discuss financing resources, and prepare the prescribed report after receipt of a qualifying request.

154. On August 5, 2026, Defendant Watson sent a response to the Coalition, which identified himself as the HPO, acknowledged the Coalition's request, and referred future communications concerning it to the City Attorney's Office. As of the date of filing of this petition, however, the HPO has not stated that the statutory process has been opened or assigned, and the Coalition has received no proposed or confirmed date for the owner meeting or inspection, no notice that the repair-financing discussion has occurred or been scheduled, and no timetable for the required report. The Coalition does not contend that referral to counsel is itself unlawful or that the requested 14-day confirmation period is an express statutory deadline. The Coalition alleges that no act prescribed by Section 51A-4.501(k)(3)(C) has been identified as commenced or performed, considered together with the "upon receipt" language, the mature May 12th notice, the City's longstanding condition information, the ongoing relocation work, the continuing conditions, and the finite moratorium.

155. The HPO's letter also did not make a determination concerning the request or identify an administrative review procedure.

156. On information and belief, the HPO has not performed the duties required of the HPO by Section 51A-4.501(k)(3)(C).

157. Money damages cannot supply the prescribed statutory process or restore time consumed from the finite predesignation moratorium.

158. Section 12A-3 of the City Code imposes a fiduciary duty on City employees when performing their official duties.

159. The HPO has a legal, fiduciary, and ministerial duty to meet with the property owner or the property owner's agent with control of the structure, inspect the structure, discuss the resources available for financing any necessary repairs, and, after the meeting, prepare the report for the Landmark Commission addressing the subjects prescribed by Section 51A-4.501(k)(3)(C).

160. On information and belief, the HPO has not met with the property owner or the property owner's agent with control of City Hall, inspected the structure, discussed the resources available for financing any necessary repairs, and, after the meeting, prepared the report for the Landmark Commission addressing the subjects prescribed by Section 51A-4.501(k)(3)(C).

161. The Coalition therefore seeks a writ of mandamus requiring the HPO, within reasonable deadlines established by the Court, to meet with the property owner or the property owner's agent with control of the structure, inspect the structure, discuss the resources available for financing any necessary repairs, and, after the meeting, prepare the report for the Landmark Commission addressing the subjects prescribed by Section 51A-4.501(k)(3)(C). The Coalition further seeks an order of this Court, sitting in equity, extending the moratorium by the same number of months as the HPO has delayed taking action required of him by law.

162. Alternatively, the Coalition seeks temporary and permanent injunctive relief requiring the HPO to perform those same acts within reasonable deadlines established by the Court, without directing the methods, evidence, findings, recommendations, cost estimates, or substantive conclusions of the inspection or report.

163. The Coalition's July 22 letter to the City also provided supplemental notice in accordance with Chapter XXV of the City Charter of an apparent post-request violation of Section 51A-4.501(k)(3)(C). That separate 60-day period has not matured as of the date of filing of this petition. The Coalition does not assert that additional Chapter XXV claim now and reserves

amendment on or after September 21, 2026, with the actual receipt on July 22, and subject to final computation and any intervening City action.

CONDITIONS PRECEDENT AND NOTICE

164. All conditions precedent to the First, Second, and Third Claims have occurred, been performed, been waived, or been excused. The Coalition delivered its notice under Chapter XXV of the City Charter on May 12, 2026, which is more than 60 days before filing suit. That notice reasonably described Sections 51A-4.501(k)(2), 34-36(b)(13), and 12A-3 of the City Code, the City Hall conditions, the alleged continuing violations, and the requested cure.

165. The Coalition's July 22 request is the administrative trigger for the Fifth Claim. The Coalition pleads that claim now only through common-law ultra vires and mandamus theories against the responsible official. The Coalition reserves a supplemental Chapter XXV claim concerning Section 51A-4.501(k)(3)(C) until at least 60 days after actual receipt—anticipated on or after September 21, 2026, if receipt occurred on July 22—subject to final time computation and the City's intervening conduct.

APPLICATIONS FOR INJUNCTIVE RELIEF

166. The allegations in the preceding paragraphs are incorporated by reference into this application.

167. A temporary restraining order provides emergency relief and preserves the status quo until a hearing may be had on a temporary injunction. *Cannan v. Green Oaks Apts., Ltd.*, 758 S.W.2d 753, 755 (Tex. 1988); *Tex. Aeronautics Comm'n v. Betts*, 469 S.W.2d 394, 398 (Tex. 1971). Similarly, the purpose of a temporary injunction is to preserve the status quo of the subject matter of the litigation pending a trial on the merits. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002).

168. The “status quo” is “the last, actual, peaceable, non-contested status which preceded the pending controversy.” *In re Newton*, 146 S.W.3d 648, 651 (Tex. 2004). In other words, when one party acts to alter the relationship between the parties and the other party contests it, the status quo is the relationship that existed prior to that action. *See, e.g., Intercont. Terminals Co. v. Vopa N. Am., Inc.*, 354 S.W.3d 887, 892 (Tex. App.—Houston [1st Dist.] 2011, no pet.); *Lifeguard Benefit Servs., Inc. v. Direct Med. Network Solutions, Inc.*, 308 S.W.3d 102, 114 (Tex. App.—Fort Worth 2010, no pet.) (noting that, if one party takes action that alters relationship between parties, status quo is relationship that existed before action).

169. The status quo, however, cannot be a violation of the law. *City of Arlington v. City of Fort Worth*, 873 S.W.2d 765, 768 (Tex. App.—Fort Worth 1994, writ dism’d w.o.j.); *City of San Antonio v. Vakey*, 123 S.W.3d 497, 502 (Tex. App.—San Antonio 2003, no pet.) (holding that “[w]here the acts sought to be enjoined violate an express law, the status quo to be preserved could never be a condition of affairs where the respondent would be permitted to continue the acts constituting that violation.”).

170. The same equity standards and pleading rules applicable to temporary injunctions also govern TRO proceedings.³ *See In re MetroPCS Commc'ns, Inc.*, 391 S.W.3d 329, 337 (Tex. App.—Dallas 2013, orig. proceeding) (holding verification requirement for temporary injunctions under Rule 682 of the TRCP also applies to TROs under Rule 680); *see also In re Office of Attorney Gen.*, 257 S.W.3d 695, 697 (Tex. 2008) (orig. proceeding) (per curiam); *In re Elevacity, LLC*, No. 05-18-00135-CV, 2018 WL 915031 (Tex. App.—Dallas Feb. 16, 2018, orig. proceeding).

³ A temporary injunction has more stringent proof requirements than a TRO because it must be based on evidence rather than on a sworn petition. *See In re Tex. Natural Res. Conservation Comm’n*, 85 S.W.3d 201, 204 (Tex. 2002) (citing *Millwrights Local Union No. 2484 v. Rust Eng'g Co.*, 433 S.W.2d 683, 685-87 (Tex. 1968)).

171. Generally, to obtain a temporary injunction, an applicant must plead and prove: (1) a cause of action against the defendant, (2) a probable right to the relief it seeks on that cause of action, and (3) a probable, imminent, and irreparable injury in the interim if the court does not grant the injunctive relief. *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). The temporary injunction applicant bears the burden of production— i.e., it must offer some evidence of each of these elements. *In re Tex. Natural Res. Conservation Comm’n*, 85 S.W.3d 201, 204 (Tex. 2002); *Dallas Anesthesiology Assocs., P.A. v. Tex. Anesthesia Group, P.A.*, 190 S.W.3d 891, 897 (Tex. App.—Dallas 2006, no pet.).

172. The Dallas Court of Appeals has stated: “The principles governing courts of equity govern injunction proceedings unless superseded by specific statutory mandate. In balancing the equities, the trial court must weigh the harm or injury to the applicant if the injunctive relief is withheld against the harm or injury to the respondent if the relief is granted.” *Seaborg Jackson Partners v. Beverly Hills Sav.*, 753 S.W.2d 242, 245 (Tex. App.—Dallas 1988, writ dismissed). Further, a trial court is not free to ignore the equities on both sides; instead, it abuses its discretion in so doing. *See id.* In balancing equities for an injunction, a court may consider whether the party opposing the injunction would suffer slight or significant injury if the injunction is issued. *NMTC Corp. v. Conarro*, 99 S.W.3d 865, 869 (Tex. App.—Beaumont 2003, no pet.).

173. The Coalition requests an expedited temporary-injunction hearing. On the present facts, the Coalition does not ask the Court to enter an ex parte restraining order merely because the petition is filed. If, before the temporary injunction hearing, Defendants post or undertake an imminent designation-termination action, accept or issue a prohibited permit or certificate, authorize irreversible work, or schedule a meeting at which the challenged public-comment practices will again

deny the Coalition a statutory opportunity, the Coalition will request the narrow temporary restraining order described above.

174. The Coalition has a probable right to relief on the preservation claims. The Landmark Commission's vote on March 3, 2025, objectively triggered the duties in Section 51A-4.501(c)(4)-(5); the July 22 request objectively triggered the duties in Section 51A-4.501(k)(3)(C); the City's own materials identify conditions within the demolition-by-neglect inquiry; and the relevant provisions use "shall" and "must" while leaving substantive professional judgment to the responsible officials.

175. Probable, imminent, and irreparable injury exists as to City Hall. Recurring water intrusion, structural and exterior deterioration, and delayed stabilization can permanently damage original material and character-defining features. Money cannot recreate lost historic fabric, and damages cannot restore the months consumed from a moratorium that apparently ends no later than March 3, 2027, absent an earlier qualifying event.

176. The Coalition lacks an adequate remedy at law. The requested relief serves the public interest because it enforces existing law, preserves a unique public asset and public participation, and leaves technical conclusions, appropriations, legislative votes, and ultimate City Hall policy to the officials and bodies legally assigned those decisions.

177. The Coalition requests the temporary restraining orders, the temporary injunctions, and permanent injunctions specified in each claim pleaded above.

178. The balance of harms and public interest favor granting injunctive relief requested. Compliance with existing law is not a cognizable injury to Defendants. The requested orders preserve, rather than determine, the ultimate policy choices and provide the public processes the City's law requires.

179. The Coalition is willing to post the bond the Court determines under Rule 684 of Texas Rules of Civil Procedure. Because the requested relief principally requires compliance with existing legal duties and does not presently halt an executed construction, purchase, or sale transaction, the Coalition requests a nominal bond of \$1,000 or such other amount as the Court finds proper.

PRAYER

WHEREFORE, based on the foregoing facts and arguments, the Coalition respectfully request that this Court:

- (1) Cite Defendants to appear and answer;
- (2) Issue writs of mandamus to the Mayor, Council Members, the City Manager, and the Chief of Real Estate, ordering and directing them to take all necessary and proper steps to repair the enumerated defects identified above in the First Claim and prohibiting them from allowing City Hall to deteriorate further by allowing those enumerated defects to continue to exist;
- (3) Alternatively, issue a permanent injunction to the Mayor, Council Members, the City Manager, and the Chief of Real Estate, ordering and directing them to take all necessary and proper steps to repair the enumerated defects identified above in the first claim and prohibiting them from allowing City Hall to deteriorate further by allowing those enumerated defects to continue to exist.
- (4) Issue a writ of mandamus to the City Manager and the Chief of Real Estate, ordering and directing them to properly maintain the City Hall emergency generator system;

(5) Alternatively, issue a permanent injunction to the City Manager and the Chief of Real Estate, ordering and directing them to properly maintain the City Hall emergency generator system;

(6) Issue writs of mandamus to the Mayor, Council Members, the City Manager, and the Chief of Real Estate, ordering and directing them to properly maintain City Hall and its equipment;

(7) Alternatively, issue a permanent injunction to the Mayor, Council Members, the City Manager, and the Chief of Real Estate, ordering and directing them to properly maintain City Hall and its equipment;

(8) Issue a writ of mandamus requiring the HPO to commence or continue research and compilation of a report as required by Section 51A-4.501(c)(5) of the City Code and establish a concrete, reasonable schedule permitting meaningful consideration of the proposed designation of City Hall as a landmark before the moratorium expires;

(9) Issue an order using its equity authority to extend the moratorium in Section 51A-4.501(c) of the City Code by the same number of months as the HPO has delayed taking action required of him by law;

(10) Alternatively, issue a permanent injunction commanding the HPO to commence or continue research and compilation of a report as required by Section 51A-4.501(c)(5) and establish a concrete, reasonable schedule permitting meaningful consideration of the proposed designation of City Hall as a landmark before the moratorium expires;

(11) Issue a writ of mandamus requiring the HPO, within reasonable deadlines established by the Court, to meet with the property owner or the property owner's agent with control of the structure, inspect the structure, discuss the resources available for financing any

necessary repairs, and, after the meeting, prepare the report for the Landmark Commission addressing the subjects prescribed by Section 51A-4.501(k)(3)(C) of the City Code;

(12) Alternatively, issue temporary and permanent injunctive relief requiring the HPO to perform those same acts within reasonable deadlines established by the Court, without directing the methods, evidence, findings, recommendations, cost estimates, or substantive conclusions of the inspection or report;

(13) Award the Coalition its court costs;

(14) Award the Coalition pre- and post-judgment interest at the highest rates allowed by law; and

(15) Grant the Coalition any additional prospective legal and equitable relief this Court deems just and proper.

DATE: August 12, 2026

Respectfully Submitted,

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ATTORNEYS FOR PLAINTIFF
SAVE DALLAS CITY HALL COALITION

DECLARATION OF BRUCE RICHARDSON

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

My name is Bruce Richardson, my date of birth is March 1, 1959, and my address is 5607 Richmond Avenue, , Dallas, Texas 75206.

I am of sound mind, over eighteen years of age, have never been convicted of any felony or crime involving dishonesty or moral turpitude, and am capable of making this declaration.

I am the President of Save Dallas City Hall Coalition (“Coalition”) and am authorized to make this declaration. I have reviewed this petition and the Coalition’s records. I am personally acquainted with and have personal knowledge of the facts concerning the Coalition’s formation, purposes, notices, the Coalition’s letters to the City of Dallas officials and responses (if any) of City of Dallas (“City”) officials to the and those facts are true and correct. The remaining factual allegations are true and correct based on my review of official City records, correspondence between the Coalition representatives and City representatives, recordings of meetings of the City Council and its committees, and similar information reasonably relied upon by the Coalition, except where expressly stated on information and belief. If called to do so, I could competently testify to the matters stated in this declaration.

In particular, as of August 11, 2026, the Coalition had received the letter dated August 5, 2026, from Marcus Watson acknowledging the Coalition’s request dated July 22, 2026, and referring future communications to the City Attorney’s Office. Beyond that letter, the Coalition has received no case or tracking number; confirmation that the demolition-by-neglect process had been opened or assigned; identification of the owner or owner’s agent with control; proposed or confirmed owner-meeting or inspection date; notice of any financing-resource discussion; report timetable; moratorium-termination assertion; or notice that any act prescribed by Section 51A-4.501(k)(3)(C) of the Dallas City Code had been scheduled or performed.

In accordance with Section 132.001 of the Texas Civil Practice and Remedies Code, I declare under penalty of perjury that the foregoing is true and correct. Executed in Dallas County, Texas, on August 11, 2026.


Bruce Richardson