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CITY COUNCIL AGENDA

JANUARY 26, 2016

(For General Information and Rules of Courtesy, please see opposite side.)
(La Información General y las Reglas de Cortesía que Deben Observarse Durante las Asambleas del
Consejo Municipal Aparecen en el Lado Opuesto. Por Favor, Leerlas.)

I. General Information

The Arlington City Council is comprised of a Mayor and eight City Council members. Elections are conducted every spring in May.

Arlington City Council meetings are broadcast live on the Arlington Government Channel (A.G.C.) and replayed throughout the week. Visit the City's Web site for the A.G.C. broadcast schedule.

www.arlingtontx.gov

CITY COUNCIL SCHEDULE-2016

MONTH	SCHEDULED
January	12, 26
February	9, 23
March	1, 22
April	12, 26
May	10, 17*, 24***
June	7, 14, 28**
July	Break
August	2, 9**, 23
September	6, 15**, 20
October	11, 25
November	1, 29
December	6, 13

* Special Meeting – Official Canvass of Votes
** Special Meeting - Budget Related Items Only
*** Swear in newly elected Council members

II. Support or Opposition on Agenda Items

Anyone wishing to speak or register their support or opposition on a given matter should fill out a card available at the entrance and give it to a staff member at the main table before the opening of the meeting. If you've signed up that you wish to speak, and your name is called:

- Please come to the microphone at the podium and state your name and address before you begin your presentation.
- To the extent possible, please refrain from repeating testimony which has already been given.
- Speakers in support or in opposition of an item will be given **two** minutes to make their statements.
- Public Hearings: an applicant has **five** minutes for their presentation and **two** minutes for any rebuttal.
- A bell will signal at the end of the speaker's time. Please wrap up your comments promptly.
- We ask that you address your comments to the Mayor and Council.

III. Citizen Participation

Citizen participation gives the public an opportunity to make comments or address concerns that are not posted on the evening's agenda. Please understand that the Mayor and Council are not permitted by law to respond to or address your concerns at this time, as these items are not included on the posted Council Agenda for this evening. The Mayor and Council may only ask clarifying questions and/or direct staff to take appropriate action.

IV. Rules of Courtesy

We ask that citizens and other visitors in attendance assist in preserving the order and decorum of this meeting. Any person making personal, profane, slanderous, or threatening remarks or who becomes disruptive while addressing the Mayor and the City Council or while attending the City Council meeting may be removed from the Council Chambers.

I. Información General

El Ayuntamiento de la Ciudad de Arlington consiste de un Alcalde y ocho miembros del concilio municipal. Las elecciones se llevan a cabo cada Mayo en la primavera.

Las reuniones del Ayuntamiento de la Ciudad de Arlington se transmiten en vivo en el canal del Gobierno de Arlington (A.G.C.) y se repiten durante la semana. Visita la página web de la Ciudad para el horario del programa. www.arlingtontx.gov

EL HORARIO DEL AYUNTAMIENTO-2016

EL MES	PROGRAMADO
Enero	12, 26
Febrero	9, 23
Marzo	1, 22
Abril	12, 26
Mayo	10, 17*, 24***
Junio	7, 14, 28**
Julio	Descanso
Agosto	2, 9**, 23
Septiembre	6, 15**, 20
Octubre	11, 25
Noviembre	1, 29
Diciembre	6, 13

* Reunion especial – sólo para aprobar los votos oficiales de eleccion
** Reunions especial - sólo los artículos relacionados con el presupuesto de la ciudad
*** Jurar los nuevos miembros electos del Ayuntamiento municipal

II. Apoya u Opone los Artículos del Orden del Día

Alguno que desea hablar o registrar su apoyo u oposición en un asunto dado debe llenar una tarjeta disponible en la entrada y darlo a un empleado localizado en la mesa principal antes de la apertura de la reunión. Si usted se ha inscrito que desea hablar y tu nombre es llamado:

- Venga por favor al micrófono en el podio e indique su nombre y la dirección antes que empiece su presentación.
- Hasta el punto possible, por favor de abstenerse de repetir testimonio que ya ha sido dado.
- Los oradores en apoyo u oposición de un artículo sera dado **dos** minutos de hacer sus declaraciones.
- Las Audiciones Publicas: un solicitante tiene **cinco** minutos para su presentación y **dos** minutos para cualquier refutación.
- Una campana señalará a fines del tiempo del orador. Por favor, concluye tus comentarios inmediatamente.
- Pedimos que dirige sus comentarios al Alcalde y el Concilio.

III. Participación de los Ciudadanos

La participación del ciudadano da el público una oportunidad a hacer comentarios o dirigir preocupaciones que no son anunciados en el orden del día o agenda. Comprenda por favor que el Alcalde y el concilio no son permitidos por ley a responder o abordar tus preocupaciones en este tiempo, porque estos artículos no son incluidos en los anunciados del orden del día del Ayuntamiento para esta tarde. El Alcalde y el Concejo sólo pueden pedir clarificación a preguntas y/o dirigen el personal a tomar acción apropiada.

IV. Reglas de Cortesía

Pedimos que los ciudadanos y otros visitantes presente asisten en la preservación del orden y el decoro de esta junta. Cualquier persona que haga comentarios personales, profanos, difamatorios o intimidatorios, o alguien que lo haga en forma disruptivo durante dirigirse al Alcalde y el Ayuntamiento, o cuando está asistiendo la reunión del Ayuntamiento puede ser quitado de la Sala del Ayuntamiento.

Agenda



Arlington City Council Meeting

City Hall Council Chamber
101 W. Abram St.

Tuesday, January 26, 2016
6:30 PM

- I. CALL TO ORDER
- II. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS
- III. SPECIAL PRESENTATIONS
- IV. APPOINTMENTS TO BOARDS AND COMMISSIONS
- V. SPEAKER GUIDELINES AND GENERAL DECORUM
- VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION
- VII. APPROVAL OF MINUTES

Afternoon Meeting, January 12, 2016

Evening Meeting, January 12, 2016

- The Arlington City Hall is wheelchair accessible. For accommodations or sign interpretive services, please call 817-459-6100 no later than 24 hours in advance.
- Council meetings are broadcast live on Arlington's Government Channel, and rebroadcast throughout the week at the following times:

	Afternoon meetings	Evening Meetings
Sunday	1:00 p.m.	6:00 p.m.
Wednesday	1:30 p.m.	6:30 a.m.
Saturday	6:00 p.m.	6:30 a.m.

The Council agenda can be viewed on the City's website at www.ArlingtonTX.gov

- For a complete Arlington Government Channel program schedule, please visit www.ArlingtonTX.gov/Broadcast

VIII. APPROVAL OF CONSENT AGENDA

Approval of the Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations and all votes on final reading will be recorded as reflected on first reading unless otherwise indicated. Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council, which will be indicated as **(CLOSED)** on the agenda.

A. Minute Orders

1. **Renewal of contract with CBS-EcoMedia, Inc. for Project Revenue Program (MO#01262016-001)**
Authorizing the City Manager or his designee to renew a contract with CBS-EcoMedia Inc. of Manhattan Beach, California to provide project funding generated through advertising proceeds.
2. **Renewal of Annual Requirements Contract for Fill Material, Bid Project 13-0074 (MO#01262016-002)**
Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for fill material with Fancon Construction Services, L.P., dba Abel Trucking of Kennedale, Texas, in the estimated amount of \$186,250, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in various departmental accounts.
3. **Renewal of Annual Requirements Contract for Traffic Signal Heads and Components, Bid Project 15-0049 (MO#01262016-003)**
Authorize the City Manager or his designee to exercise the first of four one-year renewal options in the contract for traffic signal heads and components with Traffic Parts, Inc. of Conroe, Texas, in the estimated amount of \$138,434.75, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Public Works and Transportation Account No. 358505-68300-80600799.
4. **Renewal of Annual Requirements Contract for Traffic Signal Controllers and Controller Cabinets, Bid Project 11-0088 (MO#01262016-004)**
Authorize the City Manager or his designee to exercise the fourth and final one-year renewal option in the contract for traffic signal controllers and controller cabinets with Trafficware Group, Inc. of Sugarland, Texas, in the estimated amount of \$195,054.16, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Public Works and Transportation Traffic Signal Bond Account No. 358505- 68300-80600799.
5. **Annual Requirements Contract for Emergency Maintenance and Repair Services for the Water Distribution and Waste Water Collection Systems, Bid Project 16-0029 (MO#01262016-005)**
Authorize the City Manager or his designee to execute an annual requirements contract for emergency maintenance and repair services for the water distribution system and waste water collection system for the Water Utilities Department with Reyes Group, Ltd., of Grand Prairie, Texas in the estimated amount of \$574,501.25, and execute any and all documents necessary to carry out such contract. Funds are budgeted in the Water Treatment Maintenance Account No. 620102-61002.

6. **City Data Strategic Plan (MO#01262016-006)**
Authorize the City Manager or his designee to negotiate and execute a professional services contract with The Evolvers Group, of Flower Mound, Texas for the development of the City Data Strategic Plan, in the amount not to exceed \$125,000. Funds are budgeted in Community Development and Planning Account No. 460201 61043 in the amount of \$125,000.
7. **Consultant Services Contract for the River Legacy Park Trail Linkage, Project No. PKPL-15010 (MO#01262016-007)**
Authorizing the City Manager or his designee to execute a Consultant Services Contract with Freese and Nichols, Inc. of Fort Worth, Texas for design documents for the River Legacy Park Trail Linkage in an amount not to exceed \$205,053. Funding is available in Park Capital Account No. 508501-53620598-61002.
8. **Consultant Contract For Fleet Maintenance Services Contract Request for Proposals (MO#01262016-008)**
Authorizing the City Manager or his designee to execute a consultant services contract with Mercury Associates, Inc., of Charlotte, North Carolina, to assist with the Request for Proposal (RFP) procurement method for the fleet maintenance services contract in the estimated amount of \$86,440. Funding is available in Professional Services Account No. 790101-61043.
9. **Contract Modification No. 1 for Spring Meadows and Parker Heights Additions Water and Sanitary Sewer Renewal, Project No. WUOP14002 (MO#01262016-009)**
Authorizing the City Manager or his designee to execute Contract Modification No. 1 to the construction contract with SYB Construction Company Inc., of Irving, Texas, for the Spring Meadows and Parker Heights Additions Water and Sanitary Sewer Renewal project in an amount not to exceed \$129,382. Funding is available in Non-Arbitrage Street Bond Fund Account No. 358502-68153-65420698.
10. **Contract Modification No. 2 to the Engineering Services Contract for Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements, Project No. WUSS13001 (MO#01262016-010)**
Authorizing the City Manager or his designee to execute Contract Modification No. 2 to the Engineering Services Contract with Espey Consultants, Inc., dba RPS, of Dallas, Texas for Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements project, in an amount not to exceed \$45,167. Funding is available in Sanitary Sewer Renewal Fund Account No. 648502-17923204-61002.
11. **Rushmoor Water and Sanitary Sewer Renewal, Project No. WUOP15017 (MO#01262016-011)**
Authorizing the City Manager or his designee to execute a construction contract with SYB Construction Co., Inc., of Irving, Texas, for Rushmoor Water and Sanitary Sewer Renewal, in an amount not to exceed \$811,023.75. Funding is available in the Water Bond Fund Account No. 658502-68252-18109205 [\$242,634.00] and Sewer Bond Fund Account No. 648502-68250-17956204 [\$568,389.75].

12. **Sole-Source Purchase of an Annual Contract for Software Support and Maintenance of the Public Safety Computer-Aided Dispatch System, Bid Project 16-0065 (MO#01262016-012)**

Authorize the City Manager or his designee to approve the sole-source purchase of an annual contract for software support and maintenance of the Public Safety Computer-Aided Dispatch System with Intergraph Corporation of Huntsville, Alabama in the estimated amount of \$289,769.78, and execute any and all documents necessary to carry out such contract. This software support and maintenance contract is only available from Intergraph Corporation of Huntsville, Alabama; therefore, the purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement. Funds are budgeted in Dispatch Services Maintenance of Software Account No. 900502-63142.

13. **Memorandum of Understanding for Arlington Landfill Gas Collection and Control System Improvements (MO#01262016-013)**

Authorizing the City Manager or his designee to negotiate and execute a Memorandum of Understanding with Republic Waste Services of Texas, Ltd., to complete improvements for the Arlington Landfill Gas Collection and Control System with the City's financial impact in the amount of \$1.3 million.

B. Consent Agenda Ordinances – Final Readings

Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council, which will be indicated as **(CLOSED)** on the agenda.

1. **Specific Use Permit SUP15-8 (Collins-Good News Daycare - 1919 South Collins Street) (CLOSED)**

Consider a request for approval of a specific use permit (SUP) for a day care on a 4.8-acre tract zoned Residential Single-Family 7.2 (RS-7.2); generally located south of East Lovers Lane and east of South Collins Street. Final reading of an ordinance approving Specific Use Permit SUP15-8 for a Daycare located at 1919 South Collins Street which is currently zoned Residential Single-Family 7.2 (RS-7.2) and amending the Zoning District Map accordingly.

2. **Zoning Case ZA15-7 (507 North Cooper Street - 507 North Cooper Street) (CLOSED)**

Consider a request for a change in the zoning of property to Downtown Neighborhood Overlay – Community Commercial (DNO-CC) on approximately 0.344 acres of land zoned Downtown Neighborhood Overlay – Residential Medium-Density (DNO-RM-12) and generally located north of West Division Street and east of North Cooper Street. Final reading of an ordinance changing the zoning classification on certain property known as 507 North Cooper Street to Downtown Neighborhood Overlay - Community Commercial (DNO-CC) and amending the Zoning District Map accordingly.

3. **Application for a Certificate of Public Convenience and Necessity (CLOSED)**

Final reading of an ordinance granting a Certificate of Public Convenience and Necessity to Entourage Limo Service relative to the operation of a special service transportation vehicle service in Arlington, Texas.

4. **Ordinance Amending "Administration" Chapter Relative to Membership in the Community Relations Commission**
Final reading of an ordinance amending the "Administration" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, entitled Boards, Commissions and Departments, by the amendment of Section 3.08, Community Relations Commission at subsection (A), Membership; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after publication.

C. Consent Agenda Resolutions

1. **Authorize the Request for Proposal (RFP) Procurement Method for Employee Benefit Plan Administration and Insurance Services, Bid Project 16-0042**
A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for employee benefit plan administration and insurance services.
2. **Authorize the Request for Proposal (RFP) Procurement Method for Fleet Maintenance Services Contract, Bid Project 16-0061**
A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for a fleet maintenance services contract.
3. **Authorize the Request for Proposal (RFP) Procurement Method for Audit Software System, Bid Project 16-0019**
A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for an audit management software system for the City Auditor's Office.
4. **Clean Water State Revolving Fund - Filing of Application and Designation of Authorized Representative**
A resolution authorizing the filing of an application for additional financial assistance in the amount of \$41,700 from the Clean Water State Revolving Fund of the Texas Water Development Board.
5. **First Interlocal Agreement Renewal and Amendment with AISD, TCC Relative to the AISD Fire Academy**
A resolution amending Resolution No. 15-185 authorizing the execution of the First Interlocal Agreement Renewal and Amendment with Arlington Independent School District (AISD) and Tarrant County College District (TCC) relative to the AISD Fire Academy.
6. **First Amended and Restated Tax Abatement and 380 Grant Agreement with Ricos Products Company, Inc.**
A resolution authorizing the execution of the First Amended and Restated Tax Abatement and 380 Grant Agreement by and between Ricos Products Company, Inc. and the City of Arlington, Texas relative to added real and business personal property generated as a result of Ricos Products Company, Inc.'s relocation to 3011 Pinewood Drive in Arlington, Texas, within Reinvestment Zone Number Thirty-Seven.
7. **City of Arlington Local Marker Program Nominations**
A resolution designating the following locations as Arlington Landmarks and authorizing the installation of local markers: 1) McKinley-Woodard House at 400 East First Street, 2) Webb Masonic Lodge #1454 (Old Webb Baptist Church) at 7000 Zuefeldt Road, and 3) Historic Home at 1225 California Lane.

8. **Salary Adjustments for council Appointees**
 - a. A resolution adjusting the annual salary for the City Manager of the City of Arlington.
 - b. A resolution adjusting the annual salary for the City Attorney of the City of Arlington.
 - c. A resolution adjusting the annual salary for the Presiding Municipal Court Judge of the City of Arlington.

END OF CONSENT AGENDA

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING

Speaker Regulations: Anyone wishing to speak for or against a Public Hearing must fill out a card at the entrance to the Council Chamber.

A. Public Hearing – Ordinances First Reading

1. **Amendment to the Unified Development Code**

Following the public hearing, consider amendment to the Unified Development Code.

ORDINANCE FIRST READING

First reading of an ordinance amending the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article 3, Use Standards; Article 5, Design and Development Standards; Article 12, Definitions; relative to incorporating land use regulations for a new commercial use type, Alternative Financial Institutions; removing Outside Storage as a primary use and amending supplemental accessory use standards for said use; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

XII. ORDINANCES – FIRST AND/OR FINAL READINGS

Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council, which will be indicated as **(CLOSED)** on the agenda.

A. Ordinances – First and Final Readings

1. **Ordinance authorizing the sale of City of Arlington, Texas series 2016 Permanent Improvement Refunding Bonds, in the aggregate principal amount not to exceed \$50,220,000**

First and final reading of an ordinance providing for the issuance of city of Arlington, Texas general obligation refunding bonds, series 2016, in the aggregate principal amount not to exceed \$50,220,000; providing for the award of the sale thereof in accordance with specified parameters; levying a tax in payment thereof; authorizing the execution and delivery of a purchase contract, a paying agent/registrar agreement and an escrow agreement relating to such bonds; approving the preparation of an official statement; and enacting other provisions relating thereto.

B. Ordinances- First Reading

1. **Amendment to the “Miscellaneous Offenses” Chapter**

First reading of an ordinance amending the “Miscellaneous Offenses” Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article I, Miscellaneous Offenses, Section 1.16, Aggressive Solicitations, by the deletion of Subsection (C)(5), relative to prohibited acts; providing for a fine of up to \$500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication.

XIII. ANNOUNCEMENTS

XIV. CITIZEN PARTICIPATION– Recognition of visitors with items of business not on the agenda.



Minutes

Arlington City Council Meeting

Council Briefing Room
101 W. Abram St.
3rd Floor

January 12, 2016
1:00 PM

The City Council of the City of Arlington, Texas, convened in Special Session on January 12, 2016, at 1:00 pm in the Council Briefing Room, 101 W. Abram Street, 3rd Floor with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Mayor J. Williams
Councilmember C. Parker
Councilmember S. Capehart
Councilmember R. Rivera
Councilmember K. Wilemon
Councilmember L. Wolff
Councilmember J. Bennett
Councilmember M. Glaspie

Absent: Councilmember R. Shepard

Trey Yelverton, City Manager
Teris Solis, City Attorney
Mary W. Supino, City Secretary

I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 1:10 p.m. and immediately convened in Executive Session.

II. EXECUTIVE SESSION

Discussion of matters permitted by the following sections of V.T.C.A., Government Code, Chapter 551:

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. Discussion of claim of Waters v. City of Arlington, et. al.

B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY

1. Discussion of gas leases on City Property
2. Laguna Vista Drainage Improvements – Timothy Burns, Project No. PWDR13002
 A resolution determining the necessity of acquiring 10,802 square feet of drainage easement rights for public use in, over and through land being situated in the City of Arlington, Tarrant County, Texas, being a portion of Lot 15R, of Arlington Shores, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-45, Page 87, Plat Records, Tarrant County, Texas, otherwise known as 2616 Perkins Road, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent drainage easement and all necessary appurtenances for the Laguna Vista Drainage Improvements with Water and Sanitary Sewer Renewals project.

C. Section 551.074, DELIBERATION REGARDING PERSONNEL MATTERS

1. Council Appointee Performance Reviews

D. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects.

At 3:15 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 3:35 p.m.

III. WORK SESSION

A. Local & M/WBE Policy Update

Reginald Cleveland, MWBE Coordinator, Finance Department, provided the Local & M/WBE Policy Update to Council.

B. City Recreational Feasibility Update

Lemuel Randolph, Director, Parks and Recreation Department, presented the City Recreational Feasibility Update to Council.

IV. ISSUES SESSION

A. Discussion of informal staff reports

1. City Council Retreat Summary

Jennifer Wichmann, Director, Management Resources Department, presented the City Council Retreat Summary to Council.

2. Action Center Improvements

Jennifer Wichmann, Director, Management Resources Department, reported on the Action Center Improvements to Council.

3. Monarch Butterfly Preservation

Lemuel Randolph, Director, Parks and Recreation Department, provided information to Council regarding the preservation efforts for the Monarch Butterfly.

4. Transportation Analysis Advisory Committee

Alicia Winkelblech, Acting Assistant Director, Community Development and Planning Department, presented the Transportation Analysis Advisory Committee update to Council.

5. Ambulance Rate Increase

Don Crowson, Fire Chief and Director of Emergency Management, briefed Council on the Ambulance Rate Increase.

6. Pedicab and NEV-for-Hire Operation

Keith Melton, Director, Public Works and Transportation Department, presented an update on the Pedicab and NEV-for-Hire Operation to Council.

7. Arlington Landfill Gas Collection and Control System

Keith Melton, Director, Public Works and Transportation Department, presented information on the Arlington Landfill Gas Collection and Control System to Council.

8. City Council Priority - Enhance Regional Mobility

Jim Parajon, Deputy City Manager, presented City Council Priority - Enhance Regional Mobility newsletter to Council.

B. Discussion of committee meetings

1. Community and Neighborhood Development - Review Amendment to the Neighborhood Stabilization Program Action Plan; Stormwater/Erosion Program - Part 2

Councilmember L. Wolff, Chair, reported on the committee meeting.

2. Fiscal Policy - FY15 Fourth Quarter Budget Analysis Report

Councilmember J. Bennett, Chair, reported on the committee meeting. Mike Finley, Chief Financial Officer, presented highlights in the Fourth Quarter Budget Analysis report.

3. Regional Policy and Municipal Infrastructure - 287 Strategic Plan; Annual Lobbyist Performance Review

Councilmember K. Wilemon, Chair, reported on the committee meeting.

4. Economic Development – Executive Session: Discuss Offers of Incentives to Business Prospects

Councilmember J. Bennett, Chair, reported that discussion was held in executive session.

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

There were no appointments for consideration on the evening agenda.

2. Evening Agenda items

Councilmember R. Rivera inquired about the timeframe of council meeting location transition.

Evening agenda Item No. VIII.A.2 was discussed.

3. Issues relative to City construction projects

Keith Melton, Director, Public Works and Transportation Department, provided an update on Texas Department of Transportation project relative to the Center Street Bridge.

4. Future Agenda Items

Councilmember M. Glaspie inquired about the city's point of view regarding integration of software updates and upgrades. Trey Yelverton, City Manager, and Dennis John, Chief Information Officer, were available for questions from the council.

There being no further business, the meeting adjourned at 5:12 p.m.

APPROVED:

W. Jeff Williams

ATTEST:

Mary W. Supino, City Secretary

Minutes



Arlington City Council Regular Meeting

**Council Chamber
101 W. Abram St.**

January 12, 2016

6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on January 12, 2016, at 6:30 pm in the Council Chamber of the City Hall Building, 101 West Abram Street, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Mayor J. Williams
Councilmember C. Parker
Councilmember S. Capehart
Councilmember R. Rivera
Councilmember K. Wilemon
Councilmember L. Wolff
Councilmember J. Bennett
Councilmember M. Glaspie

Absent: Councilmember R. Shepard

Trey Yelverton, City Manager
Teris Solis, City Attorney
Mary W. Supino, City Secretary

I. CALL TO ORDER

Mayor J. Williams called the meeting to order at 6:32 p.m.

II. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS

Chaplain Harold Elliott gave the invocation, and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Mayor J. Williams proclaimed January 12, 2016 as Officer Billy Cruz and Officer Kristi Johnson Day and presented the proclamation to the officers. Furthermore, the Greater Arlington Lions Club, represented by Corey Harris, presented a check in the officers' names to the Police Benevolence Fund.

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

V. SPEAKER GUIDELINES AND GENERAL DECORUM

Mary W. Supino, City Secretary, recited the speaker guidelines and general decorum.

VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION

1. Laguna Vista Drainage Improvements - Timothy Burns, Project No. PWDR13002
A resolution determining the necessity of acquiring 10,802 square feet of drainage easement rights for public use in, over and through land being situated in the City of Arlington, Tarrant County, Texas, being a portion of Lot 15R, of Arlington Shores, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-45, Page 87, Plat Records, Tarrant County, Texas, otherwise known as 2616 Perkins Road, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent drainage easement and all necessary appurtenances for the Laguna Vista Drainage Improvements with Water and Sanitary Sewer Renewals project.

Funds for this acquisition, including closing costs, are available in Storm Water Utility Funds Account No. 308501-68000-10720199.

Councilmember K. Wilemon made a motion to approve a resolution determining the necessity of acquiring 10,802 square feet of drainage easement rights for public use in, over and through land being situated in the City of Arlington, Tarrant County, Texas, being a portion of Lot 15R, of Arlington Shores, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-45, Page 87, Plat Records, Tarrant County, Texas, otherwise known as 2616 Perkins Road, City of Arlington, Tarrant County, Texas, for the public use of constructing, reconstructing, maintaining and using a permanent drainage easement and all necessary appurtenances for the Laguna Vista Drainage Improvements with Water and Sanitary Sewer Renewals project. Seconded by Councilmember L. Wolff, the motion carried with 8 ayes and 0 nays.

RESOLUTION NO. 16-001

VII. APPROVAL OF MINUTES

Special Meeting, December 8, 2015
Afternoon Meeting, December 15, 2015
Evening Meeting, December 15, 2015

Councilmember M. Glaspie made a motion to approve the minutes from the December 8, 2015 Special Meeting and December 15, 2015 Afternoon and Evening Meetings. Seconded by Councilmember J. Bennett, the motion carried with 8 ayes and 0 nays.

VIII. APPROVAL OF CONSENT AGENDA

Councilmember J. Bennett made a motion to approve all items from the Consent Agenda. Seconded by Councilmember R. Rivera, the motion carried with 8 ayes and 0 nays.

A. Minute Orders

1. Green Mountain Energy Sun Club Sustainability Grant **(MO#01122016-001)**
Authorize the City Manager or his designee to execute the Sustainability Grant contract with the Green Mountain Energy Sun Club funded in the amount of \$200,000.
2. Purchase of 10 Transit Buses for Handitran, Bid Project 16-0004 **(MO#01122016-002)**
Authorize the City Manager or his designee to approve the purchase of 10 transit buses for Handitran with National Bus Sales and Leasing, Inc., of Marietta, Georgia, in the amount of \$730,600, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Handitran Capital Fund FY13 Account No. 358604-68200-359513.
3. Design Contract for Green Ribbon Project PKPL-16002 **(MO#01122016-003)**
Authorizing the City Manager or his designee to execute a consultant services contract with Schrickel Rollins and Associates of Arlington, Texas to create a landscape design for the 303 Corridor Green Ribbon Project in the amount not to exceed \$48,900. Funding is available in the Parks General Fund Account No. 502705-61002 [\$40,000] and Park Capital Account No. 508501-53700598-61043 [\$8,900].
4. Renewal of Promotional Process Development and Administration **(MO#01122016-004)**
Authorizing the City Manager or his designee to exercise the first renewal option for a professional services agreement with Industrial/Organizational Solutions, Inc. (I/O Solutions, Inc.) of Westchester, Illinois to develop and monitor the promotional processes for the ranks of Apparatus Operator, Fire Lieutenant, and Fire Captain; provide a job skills analysis of the Lieutenant and Captain ranks; and Firefighter candidate testing material in the amount of \$74,405, plus travel expenses in the amount of \$6,715, for the total amount of \$81,120. Funding is available in Fire Business Services Account No. 220102-61043.
5. Renewal of Annual Requirement Contracts for Pump Maintenance and Repair, Bid Project 14-0059 **(MO#01122016-005)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contracts for pump maintenance and repair with Smith Pump Company of Waco, Texas in the estimated amount of \$251,602 and Weisinger, Inc. of Conroe, Texas in the estimated amount of \$308,286.50, for a total estimated amount of \$559,888.50, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in the Water Treatment Maintenance of Pumps and Motors Account No. 620102-63122.
6. Renewal of Annual Requirements Contracts for Anhydrous Ammonia & Liquid Chlorine, Bid Project 14-0063 **(MO#01122016-006)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options in the contracts for Anhydrous Ammonia with DPC Industries, Inc. of Cleburne, Texas in the estimated amount of \$243,440 and Liquid Chlorine with DPC Industries, Co. of Cleburne, Texas in the estimated amount of \$317,200 for a total estimated amount of \$560,640, and execute any and all documents necessary to carry out such renewals. Funds are budgeted in the Water Treatment Operations Account No. 620101-60008.

7. Annual Requirements Contract for EIM Valve Actuator Maintenance and Repair Services, Bid Project 16-0052 **(MO#01122016-007)**
Authorize the City Manager or his designee to execute an annual requirements contract for the sole-source purchase of EIM valve actuator maintenance and repair services with Machining and Value Automation Services LLC, doing business as MVA Services LLC, of Royce City, Texas in the estimated amount of \$60,000, and execute any and all documents necessary to carry out such contract. MVA Services, LLC of Royce City, Texas is the authorized provider for the maintenance and repairs of EIM for this product line. Therefore, the purchase is exempt from the competitive bidding statutes in accordance with Texas Local Government Code, Section 252.022 (a) 7 as sole-source procurement. Funds are budgeted in the Water Treatment Maintenance Services Account No. 620102-61002.
8. Annual Requirements Contract for Testing, Maintenance and Repair Services for Electrical Systems, Bid Project 16-0026 **(MO#01122016-008)**
Authorize the City Manager or his designee to execute an annual requirements contract for testing, maintenance and repair services for electrical systems for the Water Utilities Department with Shermco Industries, Inc., of Irving, Texas in the estimated amount of \$121,950, and execute any and all documents necessary to carry out such contract. Funds are budgeted in the Water Treatment Maintenance of Electrical Systems Account No. 620102-61002.
9. Annual Software Support and Maintenance Contract for e-Builder Software, Bid Project 16-0059 **(MO#01122016-009)**
Authorize the City Manager or his designee to execute an annual software support and maintenance contract for tracking Capital Improvement Projects (CIP) with e-Builder, Inc. of Plantation, Florida in the estimated amount of \$160,760, and execute any and all documents necessary to carry out such contract. The software support and maintenance contract is only available from e-Builder, Inc. of Plantation, Florida; therefore, this purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement. Funds are budgeted in the IT General Fund Account No. 980202-63142.
10. Annual Software Support, Maintenance and Licensing Agreement for GovMax Budget Software, Bid Project 16-0041 **(MO#01122016-010)**
Authorize the City Manager or his designee to approve the sole-source purchase of annual software support, maintenance and licensing agreement for GovMax budget software with Sarasota County, Florida, in the estimated amount of \$61,694.53, and execute any and all documents necessary to carry out purchase. Funds are budgeted in Office of Management & Budget Account No. 140701-61002.
11. Change Order No. 1, Pierce-Burch Water Treatment Plant Emergency Ozone Power Supply Unit Upgrades, Project No. WUTR14019 **(MO#01122016-011)**
Authorizing the City Manager or his designee to execute a Change Order No. 1 with Archer Western, LLC. of Irving, Texas, for Pierce-Burch Water Treatment Plant Emergency Ozone Power Supply Unit Upgrades in an amount not to exceed \$75,612.46. Funding is available in Water Bond Fund Account No. 678501-20117205-68900.
12. Construction Contract for 2014 Residential Street Rebuilds (Phase I); Project No. PWST14004A **(MO#01122016-012)**

Authorizing the City Manager or his designee to execute a construction contract with McClendon Construction Co., Inc., of Burleson, Texas, for the construction of the 2014 Residential Street Rebuilds (Phase I) in an amount not to exceed \$8,393,164.50. The contract includes a maximum bonus of \$110,000, for a possible contract total of \$8,503,164.50. Funding is available in the following accounts: Street Bond Fund Account No. 358504-68153-65670698 [\$5,756,979.00], Sanitary Sewer Bond Fund Account No. 648502-68250-17958204 [\$996,878.00], and Water Bond Fund Account No. 658502-68252-18115205 [\$1,749,307.50].

13. Contract Modification No. 2 to the Engineering Services Contract for New York Avenue (Abram Street to Arkansas Lane); Project No. PWST14002 (**MO#01122016-013**)
Authorize the execution of Contract Modification No. 2 to the Engineering Services Contract with Teague Nall & Perkins, Inc., of Fort Worth, Texas, for additional services related to the design of New York Avenue from Abram Street to Arkansas Lane in an amount not to exceed \$47,500. Funding is available in Street Bond Fund Account No. 358502-61002-65380698.
14. Construction Manager at Risk Services for the New Club House at Chester W. Ditto Golf Course; Project No. PKPL12001 (**MO#01122016-014**)
Authorizing the City Manager or his designee to negotiate and execute a Construction Manager at Risk contract with Scott Tucker Construction Company, LLC, of Fort Worth, Texas, for pre-construction management services in an amount not to exceed \$19,800. Funding is available in the Ditto Golf Course Renovation Account No. 580503-68101-53360599.
15. Construction Manager at Risk Services for Richard Simpson Park Lake House; Project No. CMPK11003 (**MO#01122016-015**)
Authorizing the City Manager or his designee to execute a Construction Manager at Risk contract with Steele & Freeman, Inc., for pre-construction management services for the Richard Simpson Park Lake House project in an amount not to exceed \$10,000. Funding is available in the Park Bond Account No. 508503-68100-53270599.
16. Engineering Services Contract for Collins Street from Mayfield Road to IH-20; Project No. PWST15010 (**MO#01122016-016**)
Authorizing the City Manager or his designee to execute an Engineering Services contract with Teague Nall & Perkins, Inc., of Fort Worth, Texas, for the Collins Street (Mayfield Road to IH-20) project in an amount not to exceed \$349,590. Funding is available in Street Bond Fund Account No. 358504-61043-65750698.
17. Rush Creek at Bowen Road Erosion and Scour Investigation; Project No. PWDR16001 (**MO#01122016-017**)
Authorizing the City Manager or his designee to execute an Engineering Services contract with Huitt-Zollars, Inc., of Fort Worth, Texas, for the Rush Creek and Bowen Road Erosion and Scour Investigation in an amount not to exceed \$32,935. Funding is available in the Storm Water Utility Fund Account No. 308501-61043-11130199.

B. Consent Agenda Resolutions

- 1.

Canceling and Rescheduling Select City Council Meetings
A resolution officially canceling specified regular City Council Meetings in 2016.

RESOLUTION NO. 16-002

2. U.S. Department of Interior, Bureau of Reclamation - Grant Application and Designation of Authorized Representative
A resolution authorizing the submission of a grant application to the U.S. Department of the Interior, Bureau of Reclamation, for a WaterSMART grant in the amount of \$300,000, and authorizing the execution of documents relative to the submission and later acceptance of such grant.

RESOLUTION NO. 16-003

3. Assignment of Rights and Obligations of the Tax Abatement Agreement with CLPF - Pioneer 360, L.P.
A resolution approving the assignment of all the rights and obligations accruing to CLPF - Pioneer 360, L.P. under that certain Tax Abatement Agreement, as amended, by and between CLPF - Pioneer 360, L.P. and the City of Arlington, Texas, as previously authorized and amended by Resolution Nos. 09-208, 09-209, 10-013, and 12-111

RESOLUTION NO. 16-004

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING

A. Public Hearing – Ordinances First Reading

1. Application for a Certificate of Public Convenience and Necessity
Following the public hearing, consider an ordinance awarding a Certificate of Public Convenience and Necessity to Entourage Limo Service to operate a fleet of three vehicles within Arlington's city limits.

ORDINANCE FIRST READING

First reading of an ordinance granting a Certificate of Public Convenience and Necessity to Entourage Limo Service relative to the operation of a special service transportation vehicle service in Arlington, Texas

The public hearing regarding Application for a Certificate of Public Convenience and Necessity opened at 6:44 p.m. Bob Johnson, Transit Manager, Handitran Services, presented the proposed ordinance to Council. There being no others, the public hearing closed at 6:44 p.m.

PUBLIC HEARING CLOSED

Councilmember R. Rivera made a motion to approve first reading of an ordinance granting a Certificate of Public Convenience and Necessity to Entourage Limo Service relative to the operation of a special service transportation vehicle service in Arlington, Texas. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

FIRST READING

2. Specific Use Permit SUP15-8 (Collins-Good News Daycare - 1919 South Collins Street) Following the public hearing, consider a request for approval of a specific use permit (SUP) for a day care on a 4.8-acre tract zoned Residential Single-Family 7.2 (RS-7.2) and generally located south of East Lovers Lane and east of South Collins Street.

ORDINANCE FIRST READING

First reading of an ordinance approving Specific Use Permit SUP15-8 for a Daycare located at 1919 South Collins Street which is currently zoned Residential Single-Family 7.2 (RS-7.2) and amending the Zoning District Map accordingly.

The public hearing regarding Specific Use Permit SUP 15-8 (Collins-Good News Daycare - 1919 South Collins Street) opened at 6:45 p.m. Dr. Von Peaks, 1919 S. Collins St., 76010, presented the proposed ordinance to Council. There was one individual registered in support of the proposed ordinance. There being no others, the public hearing closed at 6:54 p.m.

PUBLIC HEARING CLOSED

Councilmember L. Wolff made a motion to approve first reading of an ordinance approving Specific Use Permit SUP15-8 for a Daycare located at 1919 South Collins Street which is currently zoned Residential Single-Family 7.2 (RS-7.2) and amending the Zoning District Map accordingly. Seconded by Councilmember R. Rivera, the motion carried with 8 ayes and 0 nays.

FIRST READING

3. Zoning Case ZA15-7 (507 North Cooper Street - 507 North Cooper Street) Following the public hearing, consider a request for a change in the zoning of property to Downtown Neighborhood Overlay - Community Commercial (DNO-CC) on approximately 0.344 acres of land zoned Downtown Neighborhood Overlay - Residential Medium-Density (DNO-RM-12) and generally located north of West Division Street and east of North Cooper Street.

ORDINANCE FIRST READING

First reading of an ordinance changing the zoning classification on certain property known as 507 North Cooper Street to Downtown Neighborhood Overlay - Community Commercial (DNO-CC) and amending the Zoning District Map accordingly.

The public hearing regarding Zoning Case ZA15-7 (507 North Cooper Street) opened at 6:54 p.m. Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, presented the proposed ordinance to Council. Dan Wright, 8724 CR 612, Mansfield, Texas, 76063, appeared in support of the proposed ordinance. There being no others, the public hearing closed at 6:56 p.m.

PUBLIC HEARING CLOSED

Councilmember L. Wolff made a motion to approve first reading of an ordinance changing the zoning classification on certain property known as 507 North Cooper Street to Downtown Neighborhood Overlay - Community Commercial (DNO-CC) and amending the Zoning District Map accordingly. Seconded by Councilmember M. Glaspie, the motion carried with 8 ayes and 0 nays.

FIRST READING

XII. ORDINANCES - FIRST AND/OR FINAL READINGS

A. Ordinances – First and Final Readings

1. Ordering May 7, 2016 General Election

First and final reading of an ordinance ordering a General Election to be held on May 7, 2016, in the City of Arlington, and a Runoff Election, should same be required, on June 18, 2016, for the purpose of electing the Council single-member districts 1 and 2, and Council at-large districts 6 & 7; prescribing the form of ballots; providing for notices; providing this ordinance be cumulative; providing for severability; providing for governmental immunity and providing for injunctions; declaring an emergency and becoming effective after passage.

Mary Supino, City Secretary, Management Resources Department, presented the proposed ordinance to Council.

Councilmember R. Rivera made a motion to approve first and final reading of an ordinance ordering a General Election to be held on May 7, 2016, in the City of Arlington, and a Runoff Election, should same be required, on June 18, 2016, for the purpose of electing the Council single-member districts 1 and 2, and Council at-large districts 6 & 7; prescribing the form of ballots; providing for notices; providing this ordinance be cumulative; providing for severability; providing for governmental immunity and providing for injunctions; declaring an emergency and becoming effective after passage. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

ORDINANCE NO. 16-001

B. Ordinances- First Reading

1. Ordinance Amending "Administration" Chapter Relative to Membership in the Community Relations Commission

First reading of an ordinance amending the "Administration" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, entitled Boards, Commissions and Departments, by the amendment of Section 3.08, Community Relations Commission at subsection (A), Membership; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after publication.

Gilbert Perales, Deputy City Manager, Strategic Support, presented the proposed ordinance to Council.

Councilmember M. Glaspie made a motion to approve first reading of an ordinance amending the "Administration" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, entitled Boards, Commissions and Departments, by the amendment of Section 3.08, Community Relations Commission at subsection (A), Membership; providing this ordinance be cumulative; providing for

severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after publication. Seconded by Councilmember K. Wilemon, the motion carried with 8 ayes and 0 nays.

FIRST READING

XIII. ANNOUNCEMENTS

XIV. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 7:01 p.m.

APPROVED:

W. Jeff Williams

ATTEST:

Mary W. Supino, City Secretary

Staff Report



Renewal of contract with CBS-EcoMedia, Inc. for Project Revenue Program	
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City Council Meeting Date: 01-26-2016	Action Being Considered: Minute Order
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RECOMMENDATION

Authorizing the City Manager or his designee to renew a contract with CBS-EcoMedia Inc. of Manhattan Beach, CA to provide project funding generated through advertising proceeds.

PRIOR BOARD OR COUNCIL ACTION

On February 22, 2011, Council approved minute order #02222011-018 and a contract with an effective date of February 22, 2011.

ANALYSIS

EcoMedia, a division of CBS Corporation has developed a program to provide funding to a variety of projects for local governments. Since the original contract was entered into in 2011, EcoMedia has expanded the range of supported projects. In addition to environmental projects, EcoMedia now supports health and wellness, education, and veteran's support programs.

EcoMedia's program involves arranging for private businesses and corporations to sponsor advertising in various platforms managed by CBS (including billboards, commercials, radio television, internet, etc.) and using portions of this revenue to provide funding for local projects. City staff will work with the project development team at EcoMedia to identify project concept ideas on a continuous basis that meet the interest of advertising partners.

Before any specific project's scope and funding opportunities are finalized, staff will provide Council with an analysis and seek approval before proceeding with contractual agreements.

FINANCIAL IMPACT

FY 2016
TBD

FY 2017
TBD

FY 2018
TBD

ADDITIONAL INFORMATION:

Attached:	Contract
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Jennifer Wichmann
Director Management Resources
817-459-6408
jennifer.wichmann@arlingtontx.gov

Eugene Chandler
Interim Manager Facility Services
817-459-5423
gene.chandler@arlingtontx.gov

PROJECTS AGREEMENT

This Projects Agreement (this “Agreement”), dated as of _____ (the “Effective Date”), is entered into by and between City of Arlington (“Project Manager”), and CBS EcoMedia Inc., a Delaware corporation having an office and principal place of business at 919 Manhattan Avenue, Suite 100, Manhattan Beach, CA, 90266 (“EcoMedia”), with reference to the below facts. This Agreement shall supersede the Environmental Improvement Projects Agreement dated as of February 22, 2011 by and between Project Manager and CBS, which shall be terminated effective as of the Effective Date hereof and shall be without further force or effect:

RECITALS

A. Project Manager undertakes, manages and controls one or more projects, a substantial component of which is dedicated to improving conditions within one or more communities by means of advancing and promoting: (i) environmental improvement; (ii) health, fitness and well-being; and/or (iii) education (herein collectively referred to as “Projects”).

B. EcoMedia has developed certain advertising and media programs, including, without limitation, the EcoAd, WellnessAd and EducationAd programs (each, a “Program” and collectively the “Programs”), to assist in funding Program-related projects, including the Projects, by means of financial support (“Support”) provided by private business entities (“Sponsors”) that elect to sponsor such projects in connection with such Sponsors’ advertising, promotion and sponsorship activities.

C. EcoMedia has also developed Viewers to Volunteers (or V2V) (“V2V”), an Internet-based application for mobile, tablet and computing devices that engages and empowers viewers of the CBS Television Network (“Viewers”) to participate in various activities in order to direct Support funds to specific Projects of their choosing.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The Programs. During the Term, Project Manager shall advise EcoMedia of all Projects which Project Manager would like to include within one or more Programs in order to be eligible for Support. Upon request, Project Manager shall provide EcoMedia with written notice setting forth the relevant details of applicable Projects in order to satisfy any then-applicable eligibility criteria to qualify for Support. Following its review of the proposed Projects, EcoMedia may elect to (i) share information about eligible Projects with Sponsors that may be interested in supporting such Projects, and/or (ii) following consultation with and the approval of Project Manager, include such Projects in V2V. In the event any Sponsor wishes to provide Support for any Projects and/or a Project Manager has agreed to consider any Projects for inclusion in V2V, then EcoMedia shall provide Project Manager with a separate Project Support Agreement for each such Project (the terms of which shall be negotiated in good faith) (each, a “Support Agreement”) setting forth the applicable terms and conditions upon which Project Manager may receive such Support. By way of illustration, and not limitation, such terms and conditions may include the following commitments by Project Manager: (i) that the Support money shall be used solely for the purpose of funding the designated Project and for no other purposes; (ii) that the Support money will be used for such purposes within a designated period of time; (iii) that Project Manager shall keep EcoMedia fully advised of the status of the applicable Project, and shall provide EcoMedia with timely and accurate information, statistics and metrics of success relating to such Project; (iv) that

EcoMedia and its Sponsors shall be fully released from any and all liability of any kind relating to or arising from any Project or Support; (v) if applicable, that any and all Personal Information (as defined in the Support Agreement) of Viewers that Project Manager independently elects to solicit, collect, obtain or have access to, or otherwise store, process or transmit be confidentially maintained using commercially reasonable efforts and in accordance with the Support Agreement and all applicable laws; and (vi) that Project Manager shall provide EcoMedia and its Sponsors with customary and appropriate acknowledgements and promotional opportunities in connection with applicable Projects and Support. Project Manager acknowledges and agrees that execution of any such Support Agreement, and compliance with the terms thereof, is an express condition of receiving any Support hereunder.

2. Exclusivity. During the Term, Project Manager agrees that EcoMedia shall have the exclusive right to generate funding for Projects in connection with the sale of media advertising (including, but not limited to, television, radio, billboard, online, mobile, print, etc.), as well as promotion and sponsorship opportunities relating thereto, and Project Manager shall not implement or contract with any person or entity other than EcoMedia to implement or provide to Project Manager a program or service substantially similar to any of the Programs and/or V2V funded in connection with the sale of media advertising. For the avoidance of doubt, EcoMedia acknowledges and agrees that Project Manager may, during the Term, continue its efforts to secure funding from any and all possible sources other than those set forth in the foregoing sentence (including, but not limited to, membership dues, grants, gifts, donations, bequests, etc.).

3. Term. The term of this Agreement will commence on the Effective Date and will continue until the five (5) year anniversary of the Effective Date (“Initial Term”). At the end of the Initial Term, this Agreement shall automatically renew for one additional five (5) year period (the “Successive Term” and together with the Initial Term, the “Term”), unless either party provides the other party with written notice of termination of this Agreement at least one hundred eighty (180) calendar days prior to the end of the Initial Term.

4. Confidential Information. During the course of this Agreement, Project Manager may learn or acquire certain Confidential Information of EcoMedia, including Personal Information. For purposes of this Agreement, “Confidential Information” means EcoMedia’s confidential and proprietary information, not generally known by non-party personnel, used by EcoMedia and which is proprietary to EcoMedia, and includes, without limitation, EcoMedia’s trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, Personal Information (as defined in the Support Agreement) of Viewers that is gathered in connection with V2V (including, but not limited to, names and contact information), and other confidential information provided by EcoMedia or regarding its employees, customers, vendors, sponsors and other contractors. Confidential Information may be in written, electronic or other media, and shall be marked “Confidential,” “Proprietary” or by other similar marking. If Confidential Information is disclosed orally, EcoMedia shall notify Project Manager in writing, describing the Confidential Information that was disclosed and stating that it is confidential. Notwithstanding the foregoing, Project Manager shall treat all Personal Information as Confidential Information, regardless of the manner in which such data is marked or delivered. Confidential Information shall not include information which is or becomes publicly available without fault on the part of Project Manager, is already in Project Manager’s possession prior to receipt from EcoMedia, is independently developed by Project Manager outside the scope of this Agreement, is rightfully obtained from third parties, or is demanded by a valid court order or subpoena or otherwise required by law. During the Term and for a period of three (3) years thereafter, Project Manager will keep the Confidential Information confidential (except for Personal Information, which shall be kept confidential indefinitely), and will not use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information for any purpose except, and only to the extent such use is necessary, for the performance of Project Manager’s obligations under this Agreement.

5. Ownership of Work Product and Intellectual Property. Project Manager hereby acknowledges and agrees that, as between EcoMedia and Project Manager, EcoMedia is the sole and exclusive owner of all rights, title and interest in the Programs and V2V, including, without limitation, the format, structure, business methods, trademarks, trade names (including the names “EcoMedia,” “EcoAd,” “WellnessAd,” “EducationAd,” “EcoZone,” “Viewers to Volunteers” and “V2V”), copyrights, trade secrets, sponsorship media, content utilized in the Programs and V2V (except content provided by Project Manager or by any Sponsor), all signs, public service commercials, broadcast media, Internet and URLs, applications and all other forms of media. Project Manager understands and agrees that the Programs and V2V and all forms of media that are a part of the Programs and/or V2V or are otherwise created or developed by or at the direction of EcoMedia and all information contained in such media, shall for all purposes be deemed the sole property of EcoMedia. Project Manager will have no rights of any kind in any such information or any of such Programs and/or V2V and associated intellectual property without the prior written permission of EcoMedia, which may be given in EcoMedia’s sole discretion; and Project Manager shall have no rights to any content provided by a Sponsor without the prior written consent of that Sponsor, which may be given in the sole discretion of the Sponsor.

6. Publicity. No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued without advance written approval of the form and substance thereof by both EcoMedia and Project Manager.

7. Notices. All notices, requests, demands and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given, made and received only (a) when personally delivered, or (b) on the date specified for delivery when deposited with an overnight courier service such as Federal Express for delivery to the intended addressee, or (c) when sent via facsimile with answer back receipt and a hard copy sent in the manner set forth above, addressed as set forth below:

If to EcoMedia, to:

CBS EcoMedia Inc.
919 Manhattan Avenue, Suite 100
Manhattan Beach, CA 90266
Attn: Taylor Tomczyszyn, Director, National Programs
Fax: (310) 374-2213

With a copy, not itself constituting notice, to:

CBS Law Department
4024 Radford Avenue
Studio City, CA 91604
Attn: James HuYoung, Esq.
Fax: (818) 760-9548

If to Project Manager, to:

Attn: Jennifer Wichmann
Fax: (817) 459-6116
Email: jennifer.wichmann@arlingtontx.gov
Address: PO Box 90231, MS 01-0370
Arlington, TX 76004-3231

8. Assignment. Neither party shall assign this Agreement or any rights hereunder without prior written consent of the other party, which consent shall not be unreasonably withheld, delayed and/or conditioned; provided, however, that EcoMedia may freely assign this Agreement in whole or in part to any parent, subsidiary or affiliated entity, or to any which acquires all or substantially all of EcoMedia's assets, or to the surviving entity in the event of any merger.

9. General Representations and Warranties. Each party represents and warrants to the other as follows, effective as of the Effective Date:

(a) Such party has full legal authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby.

(b) The execution and delivery by such party of this Agreement, and the performance by it of its obligations hereunder, have been duly and validly authorized by such party, no other legal action by such party being necessary.

(c) This Agreement has been duly and validly executed and delivered by such party and constitutes the legal, valid and binding obligation of the such party enforceable against it in accordance with its terms, except as such enforcement may be limited or otherwise affected by (i) general principles of equity, whether applied by a court of law or equity; and (ii) applicable bankruptcy, insolvency, reorganization, receivership, fraudulent conveyance, moratorium and other similar laws affecting the rights and remedies of creditors generally.

10. Limitation of Liability. Neither EcoMedia, its Sponsors, nor any of their respective parents, subsidiaries, affiliates, officers, directors or employees (the "EcoMedia Parties") shall be liable to Project Manager and/or its affiliates for any liability of any kind (including, without limitation, any liability under contract, tort, negligence, strict liability, or other legal or equitable theory, for loss of profits, exemplary, special, incidental, or consequential damages, lost revenues, or cost of procurement of substitute programs or services) relating to or arising out of any Project, V2V or any Support hereunder, nor shall the EcoMedia Parties be required to indemnify or insure Project Manager or its affiliates against any such liability. Project Manager acknowledges and agrees that EcoMedia makes no representations, warranties or guarantees that any Projects will qualify for Support, that any Support will be provided hereunder, or as to the amount(s) of any Support(s) made.

11. Indemnity. To the extent permitted by applicable law, Project Manager shall indemnify, defend and hold harmless the EcoMedia Parties from and against any and all liability to third parties (including, without limit, all related damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss), relating to or arising out of any Project or any breach of this Agreement or any Support Agreement by Project Manager, its elected officials, officers, employees, contractors, agents or other third parties under the direction or control of Project Manager. Project Manager shall require all third parties with whom it contracts to provide any good or service relating to the Project ("Project Vendors") to indemnify, defend and hold harmless the EcoMedia Parties from and against any and all liability to third parties (including, without limit, all related damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss), relating to or arising out of: (i) the development, planning, demolition, construction, installation, implementation and/or management of the Project; (ii) any failure by such Project Vendors to comply with any applicable laws, rules and/or regulations (including, without limitation, building, safety and fire codes, etc.); (iii) the negligence or willful misconduct of such Project Vendors; or (iv) any breach by such Project Vendors of any agreement between Project Manager and any Project Vendors. The first sentence of this Paragraph shall survive the expiration or termination of this Agreement.

12. Independent Contractor. Each party and its officers, employees, agents, contractors and/or consultants are independent contractors of the other party, and are not employees of the other party or any department, agency or unit thereof. In accordance with their status as independent contractors, neither party nor any of its officers, employees, agents, contractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the other party or any department, agency or unit thereof.

13. Modification. This Agreement may be modified only by a written agreement executed by duly authorized representatives of both parties.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, without regard to the conflicts of laws principles thereof. Any and all disputes arising out of or relating to this shall be adjudicated in the applicable court in the City and County of Los Angeles, California.

15. Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable as written, that provision shall be reduced, limited or severed only to the minimum extent necessary to make it valid and enforceable, and that provision shall be enforced as so reduced or limited. In addition, any such reduction, limitation or severance shall affect only the provision in question, and all remaining provisions shall remain enforceable on the terms provided in this Agreement.

16. Entire Agreement. This Agreement (including its Exhibits) contains the parties' entire agreement regarding the subject matter hereof, and supersedes all prior or contemporaneous agreements, discussions, representations, and understandings, oral and written, between the parties, with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and the terms of any Exhibit or attachment hereto, it is understood that the terms of this Agreement shall control with respect to any interpretation of the meaning and intent of the parties.

17. Waiver. Failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

18. Third Parties. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement.

19. Binding. This Agreement will be binding upon and will inure to the benefits of the parties hereto and their respective and permitted successors and assigns.

20. Multiple Copies; Faxed Signatures. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Faxed, scanned or electronic signatures shall have the effect of original signatures.

21. Further Assurances. Each party will execute and deliver any document reasonably requested by the other to confirm the intention or implementation of this Agreement.

SIGNATURE BLOCK ON NEXT PAGE.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CBS ECOMEDIA INC.CITY OF ARLINGTON, TEXAS

By: _____

By: _____

Its: _____

Its: _____

WITNESS:

ATTEST:

MARY W. SUPINO
City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____



Staff Report

Renewal of Annual Requirements Contract for Fill Material, Bid Project 13-0074

City Council Meeting Date: 1-26-16 | Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for fill material with Fancon Construction Services, L.P., dba Abel Trucking in the estimated amount of \$186,250.

PRIOR BOARD OR COUNCIL ACTION

On, February 19, 2013, City Council approved MO02192013-009 awarding an annual requirements contract for fill material with Fancon Construction Services, L.P., dba Abel Trucking of Kennedale, Texas, in the estimated amount of \$166,250.

On February 25, 2014, City Council approved MO02252014-004 exercising the first of four, one-year renewal options in the contract for fill materials with Fancon Construction Services, L.P., dba Abel Trucking of Kennedale, Texas in the estimated amount of \$166,250.

On February 24, 2015, City Council approved MO02242015-007 exercising the second of four, one-year renewal options in the contract for fill materials with Fancon Construction Services, L.P., dba Abel Trucking of Kennedale, Texas in the estimated amount of \$186,250. The contract amount increased due to an increase in anticipated projects and maintenance.

ANALYSIS

This contract provides fill material for new construction projects, repair projects and for maintenance of various athletic fields throughout the City. The contract includes brick sand, top soil, rock, clay and gravel. The contract also includes processed cushion sand and washed concrete sand used for construction and repair of water and sewer lines throughout the City. The fill material will be used by various departments and purchased on an as-needed basis.

Contract terms: One year/four one-year renewals
Current term: Third renewal (March 1, 2016 through February 28, 2017)

FINANCIAL IMPACT

The Purchasing Division and the Water Utilities, Public Works and Transportation and Parks and Recreation Departments have determined that it is in the City's best interest to renew the contract for an additional term. This contract term is for one year, and will be reviewed annually to determine subsequent renewal terms.

In accordance with the bid specifications, the Purchasing Division has received a letter from Fancon Construction Services, L.P., dba Abel Trucking of Kennedale, Texas, requesting the third renewal term at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$108,645.83	\$77,604.17	\$0

Funds are budgeted in various departmental accounts.

ADDITIONAL INFORMATION

Attached: None
Under separate cover: None
Available in the Purchasing office: Bid file
MWBE: Yes – Women owned

STAFF CONTACT(S)

Walter J. Pishkur Director of Water Utilities 817-459-6603 Buzz.Pishkur@arlingtontx.gov	Keith Melton, P. E., Director Public Works & Transportation 817-459-6553 Keith.Melton@arlingtontx.gov	Lemuel Randolph Director, Parks & Recreation 817-459-5479 Lemuel.Randolph@arlingtontx.gov
Mike Finley Director of Finance 817-459-6345 Mike.Finley@arlingtontx.gov	Janice Hughes Sr. Purchasing Agent 817-459-6304 Janice.Hughes@arlingtontx.gov	



Staff Report

Annual Requirements Contract for Traffic Signal Heads and Components, Bid Project 15-0049

City Council Meeting Date: 1-26-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the first of four one-year renewal options in the contract for traffic signal heads and components with Traffic Parts, Inc. in the estimated amount of \$138,434.75.

PRIOR BOARD OR COUNCIL ACTION

On February 10, 2015, City Council approved MO2102015-002 awarding annual requirements contracts for traffic signal heads and components with Traffic Parts, Inc. of Conroe, Texas, in the estimated amount of \$138,434.75.

ANALYSIS

The contract is for the supply of traffic signal heads and associated components to be used for the installation of traffic signals at new intersections and for modification of existing signals. Specifications were based on City requirements and were developed by the Field Operations and Traffic Engineering Divisions of the Public Works and Transportation Department. Traffic signal heads and components will be purchased on an as-needed basis.

Original contract term: One year/four one-year renewals

Current term: First renewal (February 1, 2016 – January 31, 2017)

FINANCIAL IMPACT

The Public Works and Transportation Department and the Purchasing Division have determined that it is in the City's best interest to renew the contract for an additional term. This contract term is for one year, and will be reviewed annually to determine subsequent renewal terms.

In accordance with the bid specifications, the Purchasing Division has received a letter from Traffic Parts, Inc. of Conroe, Texas, requesting the first renewal term at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$92,289.83	\$46,144.92	\$0

Funds are budgeted in Public Works and Transportation Account No. 358505-68300-80600799.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
MWBE:	No

STAFF CONTACT(S)

Keith Melton, P.E., Director
Public Works & Transportation
817-459-6553
Keith.Melton@arlingtontx.gov

Will Velasco, CPPB
Purchasing Agent
817-459-6302
Will.Velasco@arlingtontx.gov

Mike Finley
Director of Finance
817-459-6345
Mike.Finley@arlingtontx.gov



Staff Report

Renewal of Annual Requirements Contract for Traffic Signal Controllers and Controller Cabinets, Bid Project 11-0088

City Council Meeting Date: 1-26-16 | Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the fourth and final one-year renewal option in the contract for traffic signal controllers and controller cabinets with Trafficware Group, Inc. in the estimated amount of \$195,054.16.

PRIOR BOARD OR COUNCIL ACTION

On October 18, 2011, City Council approved MO10182011-015 awarding annual requirements contracts for traffic signal controllers and controller cabinets with Naztec, Inc. in the estimated amount of \$139,332; and for hardened Ethernet switches with Paradigm Traffic Systems, Inc. in the estimated amount of \$12,600 for a total estimated amount of \$151,932.

On January 8, 2013, City Council approved MO01082013-014 exercising the first of four one-year renewal options in the contract for traffic signal controllers and controller cabinets with Naztec, Inc. in the estimated amount of \$139,332. The contract was renewed with Naztec, Inc. only.

On December 17, 2013, City Council approved MO12172013-010 exercising the second of four one-year renewal options in the contract for traffic signal controllers and controller cabinets with Trafficware Group, Inc., formerly known as Naztec, Inc. in the estimated amount of \$192,551. This amount reflected a \$50,000 contract increase due to increased demand for traffic signal cabinets and a 1.7 percent CPI increase.

On January 13, 2015, City Council approved MO01132015-008 exercising the third of four one-year renewal options in the contract for traffic signal controllers and controller cabinets with Trafficware Group, Inc. in the estimated amount of \$192,551. A 1.3 percent CPI increase was requested and granted after City Council approval, increasing the contract amount to \$195,054.16.

ANALYSIS

This contract is for traffic signal controllers and controller cabinets used to control signal lights throughout the City. The traffic signal equipment will be provided on an as-needed basis.

Contract terms: One year/four one-year renewal
Current term: Fourth and final renewal (February 1, 2016 – January 31, 2017)

FINANCIAL IMPACT

The Public Works and Transportation Department and the Purchasing Division have determined that it is in the City's best interest to renew the contract for the final term. This contract term is for 12-months.

In accordance with the bid specifications, the Purchasing Division has received a letter from Trafficware Group, Inc. of Sugarland, Texas, requesting the final renewal term at the current pricing. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$130,036.12	\$65,018.04	\$0

Funds are budgeted in Public Works and Transportation Traffic Signal Bond Account No. 358505-68300-80600799.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
MWBE:	No

STAFF CONTACT(S)

Keith Melton, P.E., Director
Public Works & Transportation
817-459-6553
Keith.Melton@arlingtontx.gov

Will Velasco, CPPB
Purchasing Agent
817-459-6302
Will.Velasco@arlingtontx.gov

Mike Finley
Director of Finance
817-459-6345
Mike.Finley@arlingtontx.gov



Staff Report

Annual Requirements Contract for Emergency Maintenance and Repair Services for the Water Distribution and Waste Water Collection Systems, Bid Project 16-0029

City Council Meeting Date: 1-26-16 Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for emergency maintenance and repair services for the water distribution system and waste water collection system for the Water Utilities Department with Reyes Group, Ltd., in the estimated amount of \$574,501.25.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This contract provides for emergency maintenance and repair services of the water distribution system and waste water collection systems. The Water Utilities Department is responsible for the maintenance, repair and improvements to water and sewer infrastructure throughout the City, including 1,424 miles of water mains, 9,647 fire hydrants, 1,219 miles of gravity sewer mains, and 18,642 sewer manholes.

Department resources are adequate for most of the City’s utilities maintenance needs. However, there are cases when City resources must be supplemented by outside contractors with the appropriate equipment and specialized training to perform specific emergency repairs efficiently and in accordance with all safety regulations.

VENDOR	MWBE	TOTAL
Reyes Group, Ltd.* Grand Prairie, Texas	Yes	\$574,501.25
Gra-Tex Utilities, Inc. Arlington, Texas	No	\$830,285.00

*Hispanic Male

Bid closed:	2:00 p.m., November 19, 2015
Vendors notified through Demand Star:	225
Vendors notified through Supplier Portal:	272
Vendors responding to bid request:	2
Original contract term:	One year/four, one-year renewals
Current term:	February 1, 2016– January 31, 2017

FINANCIAL IMPACT

Reyes Group, Ltd of Grand Prairie, Texas returned the lowest responsive bid in the estimated amount of \$574,501.25. This is a one-year contract that is reviewed and renewed annually. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$383,000.83	\$191,500.42	\$0

Funds are budgeted in the Water Treatment Maintenance Account No. 620102-61002.

ADDITIONAL INFORMATION

Attached: None
Under separate cover: None
Available in the Purchasing Division: Bid file

STAFF CONTACT(S)

Walter J. Pishkur
Director of Water Utilities
817-459-6603
Buzz.Pishkur@arlingtontx.gov

Janice Hughes, CPPB
Sr. Purchasing Agent
817-459-6304
Janice.Hughes@arlingtontx.gov

Mike Finley
Director of Finance
817-459-6345
Mike.Finley@arlingtontx.gov

Staff Report



City Data Strategic Plan	
City Council Meeting Date: 1-26-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to negotiate and execute a professional services contract with The Evolvers Group, of Flower Mound, Texas for the development of the City Data Strategic Plan, in an amount not to exceed \$125,000.

PRIOR BOARD OR COUNCIL ACTION

None.

DISCUSSION

The Arlington City Council has identified "Put Technology to Work" as a priority. Technology touches all parts of City life – our organization, residents and businesses. It is also integral in achieving the City's other four priorities including "Investing in Our Economy, Supporting Quality Education, Enhancing Regional Mobility and Championing Great Neighborhoods." A key component of this priority is "Engage Our Data" so as to leverage data-driven decision making in order to improve internal efficiencies, analyze current and future needs and opportunities, and increase transparency for Arlington's citizens and business community.

To this end the City needs to gain an understanding of the state of city-wide data, specifically our current data inventories, platforms, connections, and business processes. Creation of a City Data Strategic Plan will contribute to our understanding of these things and will also articulate necessary future data management and integration strategies, analytics capabilities, and open data framework and methodology.

The scope of work includes an assessment of the City's current data state and capability, a SWOT analysis of these findings, definition of future requirements, and actionable recommendations for short-, mid-, and long-term data strategies. These strategies may include, but are not limited to, data: roadmap, repository, integration, security, governance, software and hardware, organizational needs, and other City data objectives.

If approved, the City Data Strategic Plan is expected to be complete by the first quarter of FY17.

FINANCIAL IMPACT

Funds are budgeted in Community Development and Planning Account No. 460201 61043 in the amount of \$125,000.

ADDITIONAL INFORMATION

Attached:

Professional Services Contract

Under separate cover:

None

Available in the City Secretary's Office:

None

STAFF CONTACT(S)

Alicia Winkelblech, AICP, CNU-A
Acting Assistant Director
Community Development & Planning
817-459-6686

Elaine M. Dennehy, AICP, GISP
Planning Manager
Community Development & Planning
817-459-6651

Alicia.Winkelblech@arlingtontx.gov

Elaine.Dennehy@arlingtontx.gov

CITY agrees to pay to CONSULTANT for satisfactory completion of all services included in this Contract a total fee not to exceed **one hundred twenty five thousand dollars (\$125,000.00)**. The cost estimate for accomplishing the specified Scope of Services is included in **Exhibit "A"** and billing shall be according to schedule in **Exhibit "A"**. In the cases where additional tasks are requested, CONSULTANT will not initiate work until authorized by CITY in writing to proceed.

The Scope of Services shall be strictly limited. CITY shall not be required to pay any amount in excess of the original amount unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates provided to CITY will not be sufficient to complete the authorized work, CONSULTANT will immediately notify CITY in writing of said fact.

IV. Term

This Contract shall begin on the date first written above, and shall terminate upon completion of the Scope of Services unless terminated earlier in accordance with this contract.

V. Contract Termination Provision

This Contract may be canceled or terminated at any time by the CITY with or without cause by providing the other thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. CONSULTANT shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of such termination.

Upon expiration or termination of this Contract, CONSULTANT shall promptly return to CITY all computer programs, files, documentation, media, related material and any other material that is owned by CITY. Expiration or termination of this Contract shall not relieve CONSULTANT of its obligations under this Contract regarding proprietary or confidential information.

VI. Ownership and Retention of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY without restriction on future use. CONSULTANT may retain in its files copies of all drawings, specifications and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract. A non-disclosure agreement is required to be completed by the CONSULTANT and any of their employees or agents who have access to sensitive data or materials from the CITY.

CONSULTANT agrees all records retained for its file copies will be retained for a period no longer than three years after the date of the termination of this contract. Unless the documents are the subject of a claim, charge or a lawsuit or the threat of litigation as determined by legal counsel for CITY, CONSULTANT agrees to retain all records until the claim, charge or lawsuit has been concluded or until notified by legal counsel for the City.

VII.
Insurance

- A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis, except for professional liability which shall be on a "claims made" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, statutory policy as required by law; Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence.
 4. Technology Liability , if any services are technology based. This coverage is usually written on a claims made basis, but may be included as part of the General Liability policy. Either is acceptable. If coverage is written on a claims made basis, coverage must be maintained for two (2) years after completion of services.
 \$1,000,000 Each Claim
 \$2,000,000 Annual Aggregate
Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.
- B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage, except worker's compensation and professional liability insurance;

2. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

City of Arlington
Human Resources
Post Office Box 90231
MS# 63-0790
Arlington, Texas 76004-3231

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

3. The term “Owner” or “CITY” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
 4. The policy phrase “Other Insurance” shall not apply to CITY where CITY is an additional insured on the policy; and
 5. All provisions of the Contract concerning liability, duty and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. CITY’s decision(s) thereon shall be final;
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
 3. The General and Automobile liability policies required herein shall be written with an “occurrence” basis coverage trigger.
- D. CONSULTANT agrees to the following:
1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
 2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and,
4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

VIII.
CONSULTANT's Coordination with CITY

CONSULTANT shall hold periodic conferences with CITY so that the Services can be performed with the full benefit of the CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY will attempt to make available to CONSULTANT all allowable existing plans, maps, field notes, and other data in its possession relative to the Services. CONSULTANT may show justification to CITY of changes in design from CITY standards due to the judgment of CONSULTANT of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision after appropriate approval as to any changes. CONSULTANT is held responsible by CITY for any and all necessary revisions made to the final Evaluation due to the CONSULTANT's errors and negligent acts or omissions.

IX.
Right to Inspect Records

CONSULTANT agrees that CITY shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract; and further, that CITY shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

X.

Successors and Assigns

CITY and CONSULTANT each bind themselves and their successors, executors, administrators and assigns to the other party to this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XI.

CONSULTANT's Liability

Acceptance of the final plans by the CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or Engineers or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, engineers, agents or "subconsultants".

XII.

INDEMNIFICATION

CONSULTANT does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of CONSULTANT, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or about the Premises and CONSULTANT will, at its own cost and expense, defend and protect CITY from any and all such claims and demands. Also, CONSULTANT agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement on or about the Premises. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by CONSULTANT to indemnify and protect CITY from the consequences of CITY's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

XIII.

Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XIV.
Default

If at any time during the term of this Contract CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after seven (7) days written notice thereof, to terminate this Contract. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to CITY to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such reasonable excess. CONSULTANT's liability under this provision shall be limited to the total dollar amount of this Contract.

XV.
Changes

CITY may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XVI.
Mailing Address

All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

City of Arlington
Post Office Box 90231, MS 01-0260
Arlington, Texas 76004-3231
Attention: Elaine M. Dennehy, AICP, GISP Planning Manager

Notices and communications to be mailed or delivered to CONSULTANT shall be sent to the address of CONSULTANT as follows, unless and until CITY is otherwise notified:

The Evolvers Group
2504 Stillwater Court
Flower Mound, Texas 75022
Attention: Sandeep Sharma

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XVII.
Disclosure

By signing this Contract, CONSULTANT acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships abutting property owners. CONSULTANT further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

XVIII.
Confidential Information

CONSULTANT hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. CONSULTANT shall treat all information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Arlington, its affiliates and subsidiaries, and all oral and written information concerning CITY or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by CONSULTANT or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of CONSULTANT, or are required to be disclosed by a governmental authority. Furthermore, the City will require a non-disclosure agreement for some sensitive data and infrastructure documentation as determined by need through the life of the project. The CONSULTANT shall treat all information obtained from the CITY as "Confidential Information" unless told in writing otherwise.

XIX.
Applicable Law

The CONTRACT is entered into subject to the Arlington City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. CONSULTANT will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT's income. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

XX.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXII.
Entire Agreement

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

XXIII.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

XXV.
Venue

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

XXVI.
Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

XXVII.
Procurement of Goods and Services from Arlington Businesses
and/or Historically Underutilized Businesses

In performing this Contract, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Contract, CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

XXVIII.
No Third Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

THE EVOLVERS GROUP

BY _____
Signature

Printed Name: Sandeep Sharma
Title: Delivery Manager/Technical Program Manger

WITNESS:

CITY OF ARLINGTON, TEXAS

BY _____
James F. Parajon, FAICP
Deputy City Manager

ATTEST:

MARY W. SUPINO
City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CONSULTANT'S
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **SANDEEP SHARMA**, known to me (or proved to me on the oath of _____ or through _____ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **THE EVOLVERS GROUP** and as **DELIVERY MANAGER/TECHNICAL PROGRAM MANAGER** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

CITY OF ARLINGTON, TEXAS
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **JAMES F. PARAJON**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

**EXHIBIT “A”
SCOPE OF SERVICES**

The Arlington City Council has identified “Put Technology to Work” as a priority. Technology touches all parts of City life – our organization, residents and businesses. It is also integral in achieving the City’s other four priorities including investing in our economy, supporting quality education, enhancing regional mobility and championing great neighborhoods. A key component of this priority is “Engage Our Data” so as to leverage data-driven decision making in order to improve internal efficiencies, analyze current and future needs and opportunities, and increase transparency for Arlington’s citizens and business community.

To this end the City needs to gain an actionable understanding of the state of city-wide data, specifically our current data inventories, platforms, connections, and business processes. Creation of a City Data Strategic Plan will contribute to our understanding of these things and will also articulate necessary future data management and integration strategies, analytics capabilities, and open data schema.

This document will serve as the baseline for focused discussions and decisions about the components of a final joint Plan. This sequential process of developing the Joint Plan offers both time-saving efficiencies and an opportunity to leverage our valuable experience in within such projects, with City's knowledge of its resources, processes and systems.

Tasks, Deliverables, and Resources

The following table defines the tasks, associated resources, and deliverable for each step in the development of the City Data Strategic Plan.

The Evolvers Group is fully responsible for the delivery of the Project. Kleinfelder, Evolvers’ subcontracting partner, will be consulted internally by Evolvers staff on an as needed basis, as pertinent to their expertise.

No.	Deliverables		Evolvers' Resource
	ID	Name	
Task A: Initial Discovery			
1	ID-1	<p>Current State and Capability Assessment This task audits and evaluates the current Data systems for metadata, data elements, data security, and governance, To obtain the necessary information to produce an assessment, the Evolvers team will conduct joint sessions/meetings on-site with representatives from each City department. Evolvers team will also create standard Questionnaire to be distributed to the City staff to assist in information gathering and audit of current data. Information to be gathered includes, but is not limited to:</p> <ul style="list-style-type: none"> • Inventory of all data systems and applications • Targeted data inventory/audit detailing current access, subject area, element names/descriptions, content type, and metadata 	Business Systems Analyst, Enterprise Architect

		<ul style="list-style-type: none"> • Data Owners • Current IT data-related processes • Data demand • Sensitive and/or confidential data types and processes • Current Organization structure, as it relates to Data governance 	
		<u>Deliverable(s):</u> Summary report of findings 1 Electronic copy (PDF)	
Task B: Technical Analysis			
2	DR-1	SWOT Analysis Task A has detailed the City's current data capabilities and data requirements. An analysis is now needed to assess that state in terms of its strengths, weaknesses, opportunities and threats (SWOT). Additionally, a fit-gap analysis for differences between the Current State and Capabilities ("as-is") and the captured Future ("to-be") requirements will be detailed	Enterprise Architect, Data Architect
		<u>Deliverable(s):</u> Summary report of findings 1 Electronic copy (PDF)	
Task C: Recommended Strategies - City Data Strategic Plan			
3	SP-1	Definition of Requirements This task captures the requirements of City departments as it relates future tactical and strategic data needs, as defined by City and/or departmental leadership. These may include, but are not limited to such things as access, process, use, reporting, maintenance, etc. Business Requirements Definition (BRD) <ul style="list-style-type: none"> • Vision of various departments • Customer and User Requirements Functional and Technical Requirements <ul style="list-style-type: none"> • Analyzes the BRD and details the strategic requirements • List dependencies among all data systems and applications, and create a Dependency Matrix • Perform Current State and Capability Assessment 	Business Systems Analyst, Enterprise Architect
		<u>Deliverable(s):</u> Summary report of findings 1 Electronic copy (PDF)	
4	SP-2	Recommendation - Data Strategy This topic will detail strategies and roadmap,	Data Architect

		<p>based upon the findings of the SWOT and fit-gap analysis, as to how the City may move forward with data in the short-/mid-/long-term for items including but limited to:</p> <ul style="list-style-type: none"> • Data Roadmap • Data Repository – Strategy for databases and/data warehouses for transactional, non-transactional, operational and decision-making purposes • Data Integration – Strategy for assimilating, integrating or interfacing different data sources • Security – Recommendation for how data can be secured • Governance – Recommendation for roles, responsibilities, structures, and procedures for monitoring, defining, and authorizing changes to existing data • Other City data objectives (open data, analytics, visualization, predictive modeling, etc.) 	
5	SP-3	Recommendation - Software and Hardware	Enterprise Architect
6	SP-4	Recommendation - Organizational Change Assessment and recommendation on some of City's relevant Staff/Resource roles and responsibilities, and Resource bandwidth and capacity.	Enterprise Architect
7	SP-5	Recommendation - Budgets and Timelines for Strategy Execution	Enterprise Architect
8	SP-6	Knowledge Transfer With every deliverable below, a knowledge transfer session will be scheduled.	Business Systems Analyst, Enterprise Architect, or Data Architect, as appropriate
		<p><u>Deliverables:</u></p> <p><u>Draft City Data Strategic Plan for City Review:</u> detailing the project approach, existing asset/process review, findings, and recommendations 1 Electronic copy (PDF)</p> <p><u>Final City Data Strategic Plan:</u> detailing the project approach, existing asset/process review, findings, and recommendations (inclusive of City requested additions/revisions) 5 Print and 1 electronic copy</p> <p><u>Executive Summary Report:</u> detailing a summary of the scope, approach, findings and recommendations in a manner suitable for senior management and City Council 1 Electronic copy</p>	Enterprise Architect, Data Architect

		<u>Executive Summary Presentation:</u> A formal presentation of the findings and recommendations to senior management and City Council	
Task D: Project Meetings			
9		Project Kick-Off The Evolvers team will attend one (1) project kick-off meeting with the Put Technology to Work Committee. This meeting will include discussions of project management and lines of communication, project scope, work plan, deliverables, and any other issues pertinent to the group	Put Technology to Work, Evolver team
10	JWS	Joint Work Sessions – Twice per Week These meetings with the appropriate City department staff is meant to support the Task A items.	Business Systems Analyst, Enterprise Architect
11	WSR	Status Reporting – Weekly The status will be presented and discussed with the City Project Manager, and any other required staff on a weekly basis. The status of the deliverables will be tracked using red, yellow, and green indicators.	Project Manager, Enterprise Architect
12	MSR	Status Reporting – May The status will be presented and discussed with the City Project Manager, and any other required staff on a monthly basis. The status of the deliverables will be tracked using red, yellow, and green indicators.	Project Manager, Enterprise Architect
13	MSR	Status Reporting – June	Project Manager, Enterprise Architect
14	MSR	Status Reporting – July	Put Technology to Work, Evolver team
15	MSR	Status Reporting – Aug	Project Manager, Enterprise Architect
16	MSR	Status Reporting – Sep	Put Technology to Work, Evolver team
17	MSR	Status Reporting – Oct	Project Manager, Enterprise Architect
18	MSR	Status Reporting – Nov	Project Manager, Enterprise Architect
19	PCR	Monthly Status and Project Close-out Reporting	Project Manager, Enterprise Architect
Post-Project Support			
20	SU-1	Clarifications and Corrections: Provide 1-month post-delivery clarifications related to the deliverables	Enterprise Architect, Data Architect

Roles, Responsibilities, Assumptions, and Expectations

Evolvers' Team Roles & Responsibilities	
Role	Responsibilities
Evolvers Project Manager	<ul style="list-style-type: none"> • Project Management • Project Scope Management • Project Time Management • Project Cost Management • Project Quality Management • Communication Management • Risk Management
Enterprise Architect	<ul style="list-style-type: none"> • Current State and Capability Assessment • SWOT Analysis • Fit-Gap Analysis • Data Roadmap
Data Architect	<ul style="list-style-type: none"> • SWOT Analysis • Data Strategies • Roadmap
Business Systems/Data Analyst	<ul style="list-style-type: none"> • Requirements Management • Data Analysis • Database Analysis • Information mapping • Fit-Gap Analysis

Client Team Roles & Responsibilities	
Role	Expected Responsibilities
Put Technology to Work (PTW) committee	<ul style="list-style-type: none"> • Provide advice in a Stakeholder capacity
City Project Manager	<ul style="list-style-type: none"> • Executive oversight and validation • Operational accountability for achieving program objectives • Provide guidance and input from an information resource perspective • Ensure availability of resources (e.g., agency staff, providers, external partners) to the project • Obtain agenda items from the PTW committee • Provide access to City's current information technology documentation, as appropriate • Provide access to City's current information technology systems, as appropriate and required, including City's Data and IT Applications • Provide access to documented business, functional and technical requirements • Provide timely access to City's Subject Matter Experts (SMEs) • Resolve escalated issues, assist in developing mitigations for escalated risks, and reassign issues/risks as appropriate • Escalate project issues/risks, as appropriate • Sign-off or obtain sign-off on the deliverables

City to provide:

- City's Non-Disclosure Agreement (NDA), as appropriate
- Access to City's current available information technology documentation, as appropriate.
Electronic copies preferred
- When appropriate as determined by the City read-only access (login) to City's current information technology systems, including City's Databases and Software Applications - only if sufficient documentation is not available
- Access to business, functional and technical requirements documents
- Timely access to City's Subject Matter Experts (SMEs) and other resources (e.g., City staff, providers, external partners)
- Feedback and sign-off on Deliverables within 10 business days

Project Schedule and Work Plan

Task	Estimated Completion Date									
	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
Task A: Initial Discovery										
Current State and Capability Assessment										
Task B: Technical Analysis										
SWOT Analysis										
Task C: Recommended Strategies - City Data Strategic Plan										
Definition of Requirements										
Recommendation of Data Strategy										
Recommendation of Software and Hardware										
Recommendation of Organizational Change										
Recommendation of Budgets and timelines for Strategy execution										
Draft City Data Strategic Plan for City Review										
Final City Data Strategic Plan										
Executive Summary Report										
Executive Summary Presentation										
Knowledge Transfer										

	Estimated Completion Date									
Task	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
Task D: Project Meetings										
Project Kick-Off										
Joint Work Sessions – Twice per Week										
Status Reporting – Weekly										
Status Reporting – May										
Status Reporting – June										
Status Reporting – July										
Status Reporting – Aug										
Status Reporting – Sep										
Status Reporting – Oct										
Status Reporting – Nov										
Monthly Status and Project Close-out Reporting										
Post Project Support										
Provide post-delivery clarifications related to the deliverables										

Fee Summary

Below is a summary of the fees and expenses to complete the scope of work defined:

Task	Task Details	Cost
Task A: Initial Discovery	Current State and Capability Assessment	\$20,000
	Deliverable: Summary report of findings	
	Task Fee Total	\$20,000
Task B: Technical Analysis	SWOT Analysis	\$10,000
	Fit-Gap Analysis	\$7,000
	Deliverable: Summary report of findings	
	Task Fee Total	\$17,000
Task C: Recommended Strategies - City Data Strategic Plan	Definition of Requirements	\$35,620
	Deliverable: Summary report of findings	
	Recommendation - Data Strategy	\$31,000
	Recommendation - Software and Hardware	\$7,700
	Recommendation - Organizational Change	\$6,480
	Recommendation - Budgets and Timelines for Strategy Execution	\$7,200
	Knowledge Transfer	
	Deliverable: Draft City Data Strategic Plan for City Review	
	Deliverable: Final City Data Strategic Plan	
	Deliverable: Executive Summary	
Deliverable: Executive Summary Presentation		
Task Fee Total	\$88,000	

Task D: Project Meetings	Project Meetings	(Costs associated with Task totals)
Post Project Support	Post Project Support	(No additional cost)
	Project Grand Total	\$125,000

Optional/Additional scope fees:

If the City were to request additional meeting(s) beyond the SOW as currently described, the following price rate table would be used.

Additional Meetings	Cost
Project Meetings (up to half day)	\$400/meeting

Staff Report



Consultant Services Contract for the River Legacy Park Trail Linkage, Project No. PKPL-15010	
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City Council Meeting Date: 1-26-16	Document Being Considered: Minute Order
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RECOMMENDATION

Authorizing the City Manager or his designee to execute a Consultant Services Contract with Freese and Nichols, Inc. of Fort Worth, Texas for design documents for the River Legacy Park Trail Linkage in an amount not to exceed \$205,053. Funding is available in Park Capital Account No. 508501-53620598-61002.

PRIOR BOARD OR COUNCIL ACTION

On May 27, 2014, City Council approved resolution #14-117 in support of three projects to be submitted to the North Central Texas Council of Governments (NCTCOG) Transportation Alternatives Program (TAP).

On June 6th, 2015, City Council approved resolution #15-129 authorizing the execution of an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the construction of a linear hike/bike trail within River Legacy Park.

ANALYSIS

In December of 2014, the City was awarded a TAP grant through TxDOT in the amount of \$510,748 for trail development in River Legacy Park.

The proposed contract will provide construction documents, bidding and construction administration for a 12 foot-wide hike/bike trail along the West Fork of the Trinity River. This phase of development is comprised of an off-street trail that will run primarily on City property along the northern edge of the Trinity River in River Legacy Park and terminate at the TxDOT right-of-way along southbound State Highway 360. Access easements will be required through two small parcels owned by Viridian.

The trail linkage will provide a critical connection to the City of Grand Prairie, the CentrePort/DFW Airport Trinity Railway Express (TRE) rail station in Fort Worth and the Metro ArlingtonXpress (MAX), Arlington's new express bus system. It is also a crucial link for the Regional Veloweb along the Trinity River while also providing connectivity to Viridian, a master planned community adjacent to River Legacy Park.

The primary elements of the project include approximately 0.7 miles of 12 foot-wide concrete trail, two pedestrian bridges over unnamed tributaries, retaining walls, benches, way finding signage, and solar lighting at key locations. Coordination with Arlington's Fire-Rescue and Police Departments to install 911 location markers along the trail will also be part of the trail design and construction.

FINANCIAL IMPACT

The total project amount is \$1,074,998 with the City's portion to be \$510,556.50. The City will be responsible for 50% of the design (\$102,526.50) and construction (\$408,030.00). The grant is a reimbursement program. The City will pay for design costs as they are incurred and will be reimbursed by TxDOT for their share.

Funds for the design will be provided through linear park development fees and are available in Parks Capital Account 508501-53620598-61002. There is no General Fund operating budget impact associated with this phase of work.

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
Consultant Contract	\$205,053	\$0	\$0

ADDITIONAL INFORMATION

Attached:	Consultant Services Contract
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Lemuel Randolph
Director of Parks and Recreation
817-459-5479
lemuel.randolph@arlingtontx.gov

De'Onna Garner
Parks Planning Manager
817-459-6937
deonna.garner@arlingtontx.gov

THE STATE OF TEXAS §

Consultant Services Contract

COUNTY OF TARRANT §

Design Services and Contract Administration
for River Legacy Park Trail Linkage Project

This Consultant Services Contract is entered into this _____ day of _____, 2016, between **Freese and Nichols, Inc.**, hereinafter referred to as "CONSULTANT" and the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY," acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, CITY desires assistance in the preparation of plans and construction documents for the **River Legacy Park Trail Linkage Project**.

WHEREAS, CONSULTANT is qualified and capable of performing engineering design services, proposed herein and is willing to enter into this Contract with CITY to perform said services; NOW THEREFORE,

In consideration of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

Employment of Consultant

For and in consideration of the covenants herein contained, CONSULTANT hereby covenants and agrees as an independent contractor, to perform the services herein described with diligence and in a manner consistent with the level of care and skill normally exercised for such professional planning, engineering, surveying, and landscape architectural services in the State of Texas. CONSULTANT agrees to perform professional planning, surveying, engineering, and landscape architectural services in connection with the Project as set forth below, and CITY agrees to pay, and CONSULTANT agrees to accept, fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards. CONSULTANT shall provide professional landscape architectural and survey services to provide plans and construction documents for Martha Walker Park development, being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project."

II.

Payment for Services

Total payment for services described herein for the Project shall be a sum not to exceed **Two Hundred Five Thousand Fifty Three Dollars and Zero Cents (\$205,053.00)**. Payments shall be made as set forth in Exhibit "A." No interest shall ever be due on late payments. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted

in compliance with the terms of this Contract. CITY will not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

III.

Character and Extent of Consulting Services

- A. CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the architectural, engineering or landscape architectural profession(s), both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national professional standards. CONSULTANT will provide professional services necessary for the work described in Exhibit "A," and incorporated herein and made a part hereof as if written word for word; provided, however, that in case of conflict in the language of Exhibit "A" the terms and conditions of this Professional Services Contract shall be final and binding upon both parties hereto.
- B. It is agreed and understood that this Contract contemplates the full and complete professional landscape architectural and survey for the Project including changes necessary to complete the Project as outlined herein. CONSULTANT acknowledges by the execution of this Contract that all contingencies known to CONSULTANT and CITY at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. CONSULTANT will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data CONSULTANT is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete the plans, specifications, inspections, tests, easements and permits necessary for the successful completion of the Project.

IV.

Time for Completion

- A. CONSULTANT agrees to complete and submit all work required by CITY within five hundred forty 540 calendar days (18 months).
- B. Construction Administration and Observation shall be completed upon final payment and receipt of documents from contractor.

Calendar days shall commence when CONSULTANT is notified to proceed and shall terminate when CITY has accepted the plans as being final. No extensions of time shall be granted unless CONSULTANT submits a written request, and CITY approves such request in writing.

V.
Revisions of Schematic Drawings

CITY reserves the right to direct substantial revision of the schematic drawings after acceptance by CITY as CITY may deem necessary, but in such event CITY shall pay CONSULTANT equitable compensation for services rendered in making such revisions. In any event, when CONSULTANT is directed to make substantial revisions under this Section of the contract, CONSULTANT shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to CONSULTANT undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the final schematic drawings are required by reason of CONSULTANT'S error or omission, then such revisions shall be made by CONSULTANT without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Section II., "Payment for Services," may require Arlington City Council approval and is subject to funding limitations.

VI.
Consultant's Coordination with Owner

CONSULTANT shall be available for conferences with CITY so that Project can be designed with the full benefit of CITY'S experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. CITY shall make available to CONSULTANT all existing plans, maps, field notes, and other data in its possession relative to the Project. CONSULTANT may show justification to CITY for changes in design from CITY standards due to the judgement of said CONSULTANT of a cost savings to CITY and/or due to the surrounding topographic conditions. CITY shall make the final decision as to any changes after appropriate request by CONSULTANT.

VII.
Termination

This contract may be terminated at any time by CITY for any cause without penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by CITY, CONSULTANT shall immediately discontinue all services and CONSULTANT shall immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed but not paid for under this contract to the date of termination. CITY shall then pay CONSULTANT promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by CITY.

This contract may be terminated by CONSULTANT with mutual consent of CITY at any time for any cause without penalty or liability except as may otherwise be specified herein. CONSULTANT shall submit written notice to terminate contract and shall submit

to CITY all plans and documents relative to the design of Project. CITY shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, CITY shall retain all unpaid balances and, in addition, CONSULTANT shall pay directly to CITY the difference in the unpaid balance and the cost to complete the work. In no case shall CITY pay CONSULTANT any additional monies other than those previously paid under the contract.

VIII. Ownership of Documents

All drawings, specifications, and other documents or instruments of professional services prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT shall retain in its files all original drawings, specifications, documents or instruments of professional services as well as all other pertinent information for the work. CONSULTANT shall have no liability for re-use on other projects and/or changes made to the drawings and other documents by other consultants subsequent to the completion of the contract. CITY shall require that any such change be sealed, dated, and signed by the engineer or landscape architect making that change and shall be appropriately marked to reflect what was changed or modified.

IX. Insurance

- A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the CONSULTANT allow any sub-consultant to commence work on its own subcontract until all similar insurance of the sub-consultant has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis, except as may be otherwise provided herein below. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; with the policy endorsed to provide a waiver of subrogation as to the CITY, Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease-each employee, \$1,000,000 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.

4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim. The coverage under this policy shall include a contractual liability endorsement. CONSULTANT must maintain this policy for a period of four (4) years after the completion of the project or shall purchase the extended reporting period or “tail” coverage insurance providing equivalent coverage for the same period of time.
- B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
 2. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Arlington
Post Office Box 90231
Arlington, Texas 76004-3231
- If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;
3. The term “Owner” or “CITY” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
 4. The policy phrase “other insurance” shall not apply to CITY where CITY is an additional insured on the policy; and
 2. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by CONSULTANT. The CITY's decision thereon shall be final; and,
 2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any sub-consultants) shall not relieve CONSULTANT of full responsibility or liability, if any, for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability;
4. No special payments shall be made for any insurance that CONSULTANT and subcontractors, if any, are required to carry; all are included in the contract price and the contract unit prices; and
5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

X.
Monies Withheld

When CITY has reasonable grounds for believing that:

- A. CONSULTANT will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against CONSULTANT or CITY arising out of the negligence of the CONSULTANT or the CONSULTANT'S breach of any provision of this contract; then CITY may withhold payment of any amount otherwise due and payable to CONSULTANT under this contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to CONSULTANT, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY'S failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

XI.
No Damages for Delays

Notwithstanding any other provision of this contract, CONSULTANT shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

XII.
Right to Inspect Records

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subconsultant or consultant agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subconsultant involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the consultant or subconsultant reasonable advance notice of intended audits.

XIII.
No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

XIV.
Successors and Assigns

CITY and CONSULTANT each bind themselves, their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XV.
Consultant's Liability

Acceptance of the final plans by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, working drawings, specifications or other documents prepared by said CONSULTANT, its employees, subconsultants, agents and consultants.

XVI.
Indemnification

CONSULTANT does hereby covenant and contract to indemnify and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of CONSULTANT as well as any negligent omission, act or error of CONSULTANT, its officials, officers, agents, employees and invitees, or other persons for whom CONSULTANT is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of CONSULTANT and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of CONSULTANT or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or CONSULTANT.

CONSULTANT warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by CONSULTANT unless CONSULTANT has obtained written permission from the copyright or trademark holder as required by law, subject also to CITY's consent. CONSULTANT covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory, common law or other right of any person or entity in performing this Contract. CONSULTANT will indemnify and hold CITY and its officers, agents and employees harmless from all claims, losses and damages (including reasonable attorney's fees) with respect to such copyright, royalty or trademark rights to the extent caused by CONSULTANT or for whom CONSULTANT is legally liable.

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.094 and shall be construed to that effect. The CONSULTANT as allowed by Texas Local Gov't Code Sec. 271.084 will still name CITY as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

**XVII.
Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XVIII.
Independent Contractor**

CONSULTANT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CONSULTANT shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and consultants and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**XIX.
Disclosure**

By signature of this Contract, CONSULTANT acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. CONSULTANT further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

**XX.
Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

**XXI.
Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XXII.
Applicable Law

This Contract is entered into subject to the Arlington City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

XXIII.
Default

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess.

XXIV.
Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXV.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVI.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XXVII.
Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONSULTANT shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the CONSULTANT has violated this section, this Contract shall be deemed terminated and CONSULTANT'S further rights hereunder forfeited.

XXVIII.
Compliance with Disadvantaged Business Enterprise (DBE)
Requirements

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

Engineer is subject to the requirements of this section and the applicable provisions of attachments H-1, H-2, H-FG which are attached hereto and incorporated as if written word. The project goal for this project is 6%.

XXIX.
Construction of Contract

Both parties have participated fully in the review and revision of this contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this contract.

XXX.
Notices

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for CITY, to:
City of Arlington – Mail Stop 05-0100
ATTN: Lemuel Randolph
Director of Parks and Recreation
P.O. Box 90231
Arlington, Texas 76004-3231

If intended for CONSULTANT, to:
Freese and Nichols, Inc.
Attn: Wendy Shabay, AICP, Assoc. AIA
Vice President
2711 North Haskell Avenue, Suite 3300
Dallas, Texas 75204

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

Responsible Party Name

WITNESS:

BY: _____
Signature

**Wendy Shabay, AICP, Assoc. AIA
Vice President
Freese and Nichols, Inc.**

Tax Identification No. 75-1531935

CITY OF ARLINGTON, TEXAS

BY _____
Lemuel Randolph, Director
Parks & Recreation Department

ATTEST:

Mary Supino,
City Secretary

APPROVED AS TO FORM:
Teris Solis, City Attorney

BY _____

THE STATE OF TEXAS §

Consultant Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Wendy Shabay, AICP, Assoc. AIA, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act and deed of **Freese and Nichols, Inc.** a _____ of Tarrant County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public, State of Texas

My Commission Expires

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Lemuel Randolph**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **City of Arlington, Texas**, a municipal corporation of Tarrant County, Texas, and as the Director of the Parks & Recreation Department thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public, State of Texas

My Commission Expires

Notary's Printed Name

Exhibit "A"

**PROPOSAL FOR PROFESSIONAL SERVICES
FOR
RIVER LEGACY PARK TRAIL EXTENSION
Arlington, Texas**

December 22, 2015

PROJECT DESCRIPTION

Freese and Nichols, Inc. ("FNI") will perform professional design services for the City of Arlington ("City") for developing construction documents for the trail improvements for River Legacy Park Trail Extension in Arlington Texas. The construction documents will include plans, specifications, and cost opinion. FNI understands that this project was funded through NCTCOG with Transportation Alternatives Grant (TAP) funding. FNI will prepare construction documents for the trail improvements for the purpose of bidding the work in accordance with City and TxDOT standards and budgets, as well as federal, state and local laws.

This scope of work includes professional survey, landscape architectural, environmental science, and engineering design services. FNI will be joined by the sub-consultant firms of Spooner and Associates for the topographic surveying services, Cox McLain for the environmental services, and Charles Gojer for the structural engineering services on the project. The program for the trail improvements, scope of work and fee schedule is based upon the approximate construction budget of \$900,000 as identified by the City on September 1st and September 8th, 2015 during a scoping meeting and a site walk-thru meeting with FNI and City of Arlington Parks and Recreation Department.

In order to meet the DBE goal of six (6%) percent that was established for this project, FNI has added both Cox McLain and Charles Gojer to the team. Both companies meet the DBE requirement.

TASK 1 - TOPOGRAPHIC SURVEY

- A. TOPOGRAPHIC SURVEY: Spooner and Associates will perform an on the ground survey of the property, approximately 0.7 miles of trail alignment, under the direct supervision of a Registered Professional Land Surveyor. The limits of the survey shall be approximately 80-feet in width, 40-feet on either side of the proposed trail route.

Included in this item:

- 1. Horizontal and vertical control.
- 2. Centerline alignment staking at 100-foot intervals for field review by City Staff and the Design Team.
- 3. Location of permanent improvements within the project limits.

4. Spot elevations on 50-foot intervals and at significant grade breaks.
5. Contours on one foot intervals.
6. Location, common name and trunk diameter of trees over 6-inches in caliper.
7. Location of visible utilities and appurtenances.
8. Location and sizes of underground utilities based on available record information.
9. Easements or setbacks of which the surveyor has knowledge or has been made aware. This item does not include an abstract of title.
10. Research and retrieval of subdivision plats, maps and/or deeds delineating the ownership for the properties in the project area.
11. Limited field measurements to only those existing boundary monuments deemed necessary by the surveyor to approximate the locations of rights-of-way and property lines.
12. Graphic depiction of the approximate location of the property lines based on recorded deeds and plats.
13. The width of the topographic corridor will be approximately eighty (80) feet wide.

TASK 2 – HYDROLOGIC AND HYDRAULIC ANALYSIS

This project is located in the Floodway of the West Fork Trinity River and within the Trinity Corridor Development Certificate (CDC) floodplain boundary. The preliminary alignment of the trail crosses the Unnamed Tributary to the West Fork Trinity River as well as the Unnamed Tributary to Walnut Creek 2. The trail is also located within the FEMA SFHA floodway of the West Fork Trinity River. Due to the location of the project, permitting applications are required through the City, TXDOT and the CDC. The project is not anticipated to cause changes to the FEMA floodplain or floodway, so a CLOMR/LOMR is not included in the scope of this project. The items below describe our understanding regarding drainage for the scope of this project.

1. Data Collection and Site Visit - Collect and review available information, including GIS data, existing models and proposed trail plans and perform one site visit
2. FNI will model any proposed changes to the West Fork Trinity River using the effective CDC model updated May 2013. FNI will compare the results to determine impacts to water surface elevations and valley storage, if any, to the West Fork Trinity River.

3. FNI will submit a Floodplain Development Permit and No Rise Certificate to the City and will coordinate with the City Floodplain Administrator for approval. A cut/fill balance will be provided to show no net loss in storage within in the floodplain.
4. FNI will submit a flood study in the form of a technical memorandum documenting the results from the hydraulic analysis to be submitted with the Floodplain Development Permit to the City and to TXDOT Fort Worth District.
5. FNI will address City comments on the flood study and floodplain development permit.
6. FNI will prepare and submit Part I of the CDC permit. It is assumed that this project will be considered “small-scale” and be eligible for a variance to the CDC permit. Part II of the permit process will be additional services, if a variance is not granted. FNI will coordinate with the City’s Floodplain Administrator for approval. The CDC permit application process will not begin until 60% design plans are available.
7. FNI will address up to one round of comments for the CDC permit.
8. FNI will coordinate with the Section 404 permitting requirements and TXDOT Categorical Exclusion documents.
9. FNI will submit a memo stating that the bridges shall be protected to prevent scour. Modelling and a full scour analysis will be considered additional services. A separate Scour Analysis Memorandum will be submitted to the City and to TXDOT.
10. FNI will address comments from 90% and finalize CDC and Floodplain Development permits.

ADDITIONAL HYDROLOGIC AND HYDRAULIC ANALYSIS SERVICES (not included in this scope of services):

1. Coordination with FEMA in submitting a CLOMR or LOMR will be evaluated during the project and is considered additional services.
2. Trinity River CDC Permit Part II

TASK 3 - ENVIRONMENTAL PERMITTING

The City of Arlington (City) proposes to construct the extension of the River Legacy Trail including two pedestrian bridges and a retaining wall near the West Fork Trinity River. This scope assumes that the proposed project can be designed and located to meet the terms and conditions of Section 404 Nationwide Permit 14, *Linear Transportation Crossings* without requiring a pre-construction notification (PCN) to the U.S. Army Corps of Engineers. In the event one is required, a PCN will be provided as an additional service. Additionally, it is assumed that the proposed project will require environmental

clearance from TXDOT. Given this information, the following environmental permitting tasks are proposed:

1. **Conduct Literature Review**

Obtain and review information for the project vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, TPWD Natural Diversity Data, and other readily available, pertinent data. This information will be evaluated to guide the waters of the U.S. delineation described in Task 2, identify any potential environmental issues present in the project area, and to develop the description of the area surrounding the project.
2. **Field Investigation**

The environmental scientists will conduct a field visit to identify potential environmental constraints within the project area. The field investigation will include delineation of the boundaries of potential waters of the U.S. within the limits of investigation, including streams, open water, and wetlands. Feature boundaries will be documented using a mapping-grade GPS survey. The Ordinary High Water Mark (OHWM) will be marked with pin flags or stakes for surveyors to tie-in along the proposed retaining wall location.
3. **Project Coordination and Meetings**

Coordinate with the Project Team (Client and FNI) to provide environmental input into the design of the project. FNI will attend up to five (5) coordination meetings with the CITY, the Design Engineer, and/or the public.
4. **Prepare Technical Documentation to Support a Categorical Exclusion (CE)**

It is assumed that a (c) list CE in TxDOT's current resource report format will be required for the proposed improvements. The preparation of any other level environmental document is not included in this scope of services. The CE documentation will be submitted for review by the City of Arlington and the TxDOT Fort Worth District. Upon receipt of comments, the environmental scientists will make the required revisions. Documents that may be required for preparation of the CE include:

 - TxDOT's Scoping Development Tool will be completed to determine which technical reports will be required for the proposed project.
 - TxDOT Fort Worth District's Environmental Information Document
 - Archeological Resources Background Study and Historic Resources Project Coordination Request. Prepare the archeological resources background study and historic resources project coordination forms for TxDOT. Once the project coordination forms have been completed, the client will submit them to TXDOT. TXDOT will undertake any necessary coordination with the Texas Historical Commission. A historic resources survey and/or archeological survey can be provided as an additional service, if required.

- Hazardous Materials Initial Site Assessment
- Biological Evaluation Form
- Water Resources Technical Report
- Section 4(f)/6(f) Analysis Technical Report
- Texas Parks and Wildlife Department (TPWD) Chapter 26 Technical Report

The environmental scientist will prepare the technical reports. The environmental scientist assumes that Air Quality and Noise Technical Reports, Community Impacts Analysis, and Indirect and Cumulative Impacts Analyses will not be required. The environmental scientist will assist the engineer in the preparation of the required Environmental Permits, Issues and Commitments (EPIC) Form. The City will provide electronic copies of any available information concerning the proposed project including agency correspondence. Any reports not included in the scope of services would be prepared as an additional service, if required.

ADDITIONAL ENVIRONMENTAL PERMITTING SERVICES (not included in this scope of services):

The environmental scientist will notify the Client if any of the following services will be necessary to comply with permitting requirements. The following services can be provided upon written authorization by the Client:

1. Preparation of a jurisdictional determination report.
2. Preparation of a PCN for nationwide permit coverage.
3. Preparation of a formal written request for USACE authorization under a letter of permission procedure.
4. Preparation of a standard individual Section 404 permit application.
5. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement.
6. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services.
7. If requested, the environmental scientist can assist the City with holding a Public Hearing by preparing public notices, submitting notices to local newspaper(s); providing verbatim transcript services, attending the public hearing; and incorporating the hearing record into the EA.
8. Presence/absence surveys for federally listed threatened/endangered species.
9. Preparation of a mitigation plan to compensate for impacts to waters of the U.S.
10. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification.
11. Application for General Land Office easements.
12. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
13. Additional field investigations or analysis required to respond to public or regulatory agency comments.
14. Field survey or analysis required for cultural resources investigations.

15. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act.
16. Expert representation at legal proceedings or at contested hearings.
17. Mitigation monitoring if required by permit conditions.
18. Monitoring for compliance with permit conditions.
19. Additional modifications to the compensatory mitigation plan.
20. Assist with the payment of an EID processing fee if levied by the USACE.
21. Phase I, II Environmental Site Assessment.

TASK 4 - CONSTRUCTION DOCUMENTS

A. BASE MAPPING AND PROGRAM DEVELOPMENT

1. FNI will conduct a walk-through of the site and general area with the City to visually inventory the existing site features.
2. FNI will utilize the topographic survey information for River Legacy Trail Extension, as prepared by Spooner and Associates in this scope of services. The City will also provide FNI any readily available information required to perform this Scope of Services for on-site and off-site conditions including, but not limited to: above and below ground utilities; easements; property lines; right-of-ways; subdivision layouts; roadways; vegetation; soils / geotechnical information; hydrology/drainage information; etc. Based upon the existing survey and additional information provided by the City, FNI will prepare an existing conditions base map(s) for use in Preliminary Design, Design Development and Final Construction Documents. Should any other additional site survey information be necessary, the City will be responsible for providing this information.
3. During the base mapping phase, FNI will meet with the City staff to discuss the trail improvement Program and specifically define the City's goals for the trail development. This meeting will also confirm the final budget allocation by the City for the construction of the trail improvements.

Deliverables:

Existing Conditions Base Map

B. PRELIMINARY DESIGN

1. Based on the City approved vision, goals and program, FNI will prepare Preliminary Design drawings at an approximate 30% level of completion of Construction Documents for the proposed trail improvements.

2. FNI will submit the Preliminary Design drawing to the City and TxDOT for review and approval before proceeding into the Design Development phase of work.
3. FNI will make any necessary changes to the Preliminary Design drawings as directed by the City and TxDOT.
4. Based upon the approved Preliminary Design drawings, FNI will prepare a Preliminary Cost Opinion for the proposed improvements.
5. If the City substantially, as solely determined by the City, increases the program and construction budget, FNI will review with the City the required additional fees necessary to cover the increase in scope of work. FNI will not proceed into the Design Development phase until the final program, cost opinion, and consultant design fees have been approved in writing by both FNI and the City.

Deliverables:

- Preliminary Design Drawings (22x34 and 11x17 format): 3 hard copies and an electronic pdf
- Preliminary Design Cost Opinion

C. DESIGN DEVELOPMENT

1. Based upon approval of the Preliminary Design drawings from the City and TxDOT, FNI will prepare Design Development drawings for the proposed trail improvements. The Design Development drawings will be prepared at an approximate 60% level of completion of Construction Documents.
2. FNI will prepare a preliminary Table of Contents for the specifications.
3. Based upon the Design Development drawings, FNI will prepare a 60% completion cost opinion for the proposed trail improvements.
4. FNI will submit the Design Development drawings, Cost Opinion and Table of Contents for the specifications to the City and TxDOT for review and approval.
5. The City and TxDOT will forward, in writing, to FNI all review comments for the Design Development drawings submittal. FNI will obtain these comments and approval from the City and TxDOT prior to proceeding into the final construction documents.

Deliverables:

- Design Development drawings (22x34 and 11x17 format): 3 hard copies and an electronic pdf
- Table of Contents for contract documents booklet
- Design Development Cost Opinion

D. FINAL CONSTRUCTION DOCUMENTS

1. Based upon approval from the City for the Design Development drawings submittal, FNI will prepare final Construction Documents at an approximate 90% level of completion. The Construction Documents will be comprised of both the drawings and the specifications.
2. The City will provide to FNI all TxDOT front end documents, contracts, insurance requirements, general conditions, etc. for use by FNI in preparing the specifications and contract documents.
3. Based upon the 90% Construction Documents, FNI will prepare a final cost opinion for all the proposed trail improvements.
4. FNI will submit three (3) sets of 90% Construction Documents and cost opinion to the City and TxDOT for final review and comments. The City and TxDOT will provide FNI final, written comments for all revisions requested to the Final Construction Documents.
5. FNI will attend one (1) meeting with the City to review the 90% Construction Documents and Cost Estimate to confirm the overall design and obtain client approval before finalizing this phase of work.
6. Based upon the final written comments received from the City and TxDOT, FNI will prepare final 100% Construction Documents for the City to utilize in bidding the project.
7. FNI will submit the Tree Removal Permit Application along with the Tree Preservation and Replacement Plan to the City of Arlington's One Start Development Center for review and approval.
8. FNI will submit the final Construction Documents to an approved independent contract provider for submittal to the Texas Department of Licensing and Regulation (TDLR) for the State required accessibility review. The accessibility review will include compliance with TAS and ADA requirements. Fees associated with this review will be included as a reimbursable expense.

Deliverables:

- 90% Construction Documents (22x34 and 11x17 format): 3 hard copies and an electronic pdf
- Tree Preservation and Replacement Plan
- Final Cost Opinion
- 100% Construction Documents (22x34 and 11x17 format): 5 hard copies and an electronic pdf
- Submission of Construction Documents for TDLR review
- One (1) Set of unbound technical specifications and electronic pdf
- One (1) Bid Proposal per City format
- CD with final “executed” plans & contract document in pdf format.

E. BID PHASE

1. FNI will attend a pre-bid meeting with City representatives and the potential bidders.
2. FNI will prepare addendum(s), if required, during the bid phase.
3. FNI will assist the City in reviewing the Contractor’s bids and providing a Bid Tabulation and a recommendation to the City for award of contract.

Deliverables:

- Bid Tabulation
- Review of contractor’s bids and letter of recommendation for award of contract

F. CONSTRUCTION ADMINISTRATION

1. Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor’s performance, nor is FNI responsible for supervision of the Contractor’s operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
2. FNI will assist the City by attending a pre-construction meeting, a construction kickoff meeting, a maximum of nine (9) 2-hour progress meetings during construction to evaluate completion of

work by the Contractor. Should the number of required meetings or the amount of meeting time increase, such time can be provided by FNI as an additional service as requested and approved by the City in writing.

3. FNI will not provide day-to-day construction administration, TxDOT Local Government Project Procedures (LGPP) documentation, or construction inspections during construction. The City will be responsible for the day-to-day administration and LGPP documentation of the construction contract.
4. FNI will prepare a written Field Report as necessary for meetings attended during the construction of the project.
5. FNI will process submittal and shop drawing reviews as submitted by the Contractor during the construction process. Pay applications will also be reviewed each month by FNI and will then be forwarded to the City with the appropriate recommendation.
6. FNI will assist the City in attending one (1) final project walk-through meeting with the Contractor and his subcontractors to review the completion of work. FNI will provide written comments to the City for the preparation of a final "punch list" for work to be completed by the Contractor.

Deliverables:

- Field reports for progress meetings/reviews as necessary
- Processing of submittals and RFI's
- Final punch list from the final project walk-thru

TASK 5 – OPTIONAL SERVICES, IF REQUIRED (included in this scope of services)

A. HYDROLOGIC AND HYDRAULIC ANALYSIS

1. Develop existing conditions hydrologic and hydraulic models for the two Unnamed Tributaries from the confluence of the West Fork Trinity River to approximately 200 LF upstream of the proposed bridge crossing.
2. FNI will develop proposed conditions models to include the proposed bridge crossings.
3. Update proposed conditions hydraulic models (West Fork Trinity River, Unnamed Tributary to the West Fork Trinity River, and Unnamed Tributary to Walnut Creek 2) based on changes to proposed trail design.

4. FNI will evaluate the results from the HEC-RAS models. It is assumed that the proposed crossings will not be required to convey any specific storm event, so the pedestrian crossing will be sized as needed for the intended pedestrian traffic. Results will be provided for the 10-, 50-, 100-, and 500-year events. It is also assumed that there will be no significant change to water surface elevations or the regulatory floodplain from the proposed crossings as they are located within the backwater of the West Fork Trinity River. No FEMA submittals are anticipated with this scope. Any FEMA submittals required are an additional service.
5. FNI will evaluate up to two alternatives for each bridge crossing to mitigate any increases in water surface elevation or change in valley storage.
6. FNI will update proposed hydraulic models with updates, if any, to the proposed trail design from 60% design submittal.
7. FNI will submit a full scour analysis if the Scour Analysis Memorandum is not accepted.

ASSUMPTIONS

- A. The City will provide the Geotechnical Report that will include boring information for four (4) bores for the bridge abutment locations, one (1) bore for the trail recommendations, one (1) in the low area between the bridges in case we need to relocate the trail, and one (1) bore for the potential retaining wall footing location.
- B. The City has designated a construction budget of approximately \$900,000 for the River Legacy Trail Extension improvements. Should this construction budget increase substantially, as solely determined by the City, or the City should require a significant number of alternate bid items to be included in the construction document package, FNI and the City staff will re-evaluate this scope of work and determine the basis of compensation in accordance with revisions to the design services.

The following program summary was identified for the River Legacy Trail Extension Improvements on September 1st and September 8th, 2015 during a scoping meeting and a site walk-thru meeting with FNI and City of Arlington Parks and Recreation Department.

The program for the improvements is approximately a 0.7 mile trail and will include:

1. (2) Pedestrian Bridges that will be 12' wide and approximately 100' to 120' in length
2. Retaining wall design
3. Trail signage which will match City of Arlington's standard trail signage design. The City will coordinate the signage locations

and emergency access locations with the Police and Fire Department.

- C. The contractor will develop a reference Stormwater pollution prevention plan (SWPPP) for the project to reduce the release of sediment and pollution from the construction site.
- D. The City will provide as expeditiously as possible all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Should FNI need any additional survey information, the City will provide this information to FNI. All information provided by the City is assumed to be accurate and complete to the level of methods and tools used at the time the information was collected, unless indicated otherwise by the City. Any information required to complete this Scope of Services that cannot be readily provided by the City will remain the responsibility of the City. All such information shall be provided to FNI and any costs associated with acquisition of information will be borne by the City.
- E. Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services
- F. The City will pay for all required governmental processing fees and public notice advertising costs.
- G. This Scope of Services does not include additional mass grading studies other than the required site grading for the proposed trail improvements.
- H. It is anticipated that the trail design will be prepared as one bid package. If additional bid packages are required by City for phasing breakouts, FNI will re-evaluate the scope of services to address additional fees not covered in this scope of work.
- I. It is anticipated that the trail and all other improvements will be located outside of the Oncor Easement that is located on the northern side of the project study area. If the trail or any of the trail improvements have to be located within the easement due to permitting issues, FNI will re-evaluate the scope of services to address additional fees not covered in this scope of work.

**Agreement by and between the City of Arlington (City) and
Freese and Nichols, Inc. (Consultant) for
RIVER LEGACY PARK TRAIL EXTENSION**

I. BASIS OF COMPENSATION

The cost for performing these services set forth herein will be as follows:

Special Services

Task 1 – Topographic Survey (Lump Sum)	\$17,250
Task 2 – Hydrologic and Hydraulic Analysis (Lump Sum).....	\$24,345
Task 3 – Environmental Permitting (Not-to-Exceed).....	\$26,128
Total – Special Services.....	\$67,723

Basic Design Services

Task 4 – Construction Documents:

Base Mapping and Program Development (Lump Sum)	\$6,926
Preliminary Design (Lump Sum)	\$12,304
Design Development (Lump Sum)	\$40,690
Final Construction Documents (Lump Sum).....	\$55,625
Bid Phase (Lump Sum).....	\$1,819
Construction Administration (Lump Sum).....	\$15,336
Total - Basic Design Services	\$132,700
Reimbursable Expenses (Lump Sum).....	\$4,630
SUBTOTAL - Special Services, Basic Design Services, and Reimbursable Fee.....	\$205,053

Optional Services (If Required)

Task 5 – Optional Services:

Hydrologic and Hydraulic Analysis (Lump Sum)\$5,692

SUBTOTAL – Optional Services (If Required).....\$5,692

**GRAND TOTAL – Special and Basic Design Services, Reimbursable Fee, and
Optional Services (If Required).....\$210,745**

II. PROJECT SCHEDULE

Construction Documents are anticipated to be complete and delivered to the City within 18 months after Notice-to-Proceed is given to FNI by the City. Freese and Nichols, Inc. has no control over the permitting agencies review and approval schedules and therefore the completion of the construction documents is contingent upon the agencies approval of the project.

Anticipated project schedule:

1. Schedule a project kick-off meeting and begin work upon receipt of written notice to proceed.
2. Topographic Survey –1.5 months
3. Hydrologic and hydraulic analysis – ongoing effort for 18 months. The CDC permit application process will not begin until 60% design plans are available.
4. Environmental permitting – ongoing effort for 18 months.
5. Stormwater pollution prevention plan – submitted with final construction documents
6. Construction Documents –
 - a. Base mapping and program development – 1 month
 - b. Preliminary Design (30% CD's) – 3 months
 - c. Design Development (60% CD's) – 3 months
 - d. Final Construction Documents (90% CD's) – 3 months
 - e. Submittal to TxDOT for final review – estimated 5 months to receive comments
 - f. Final Bid Documents – 1 month

III. ADDITIONAL SERVICES

Additional Services, not included in this Scope of Services, will be negotiated with the City as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Items which would be considered Additional Services could include: additional site surveying, design of additional program items beyond what has been identified by the City for the trail improvements, additional meetings with City Staff and/or presentation to other groups, additional site visits during construction activity, etc.

EXHIBIT H-1

**City of Arlington, Texas
Subprovider Monitoring System
Commitment Worksheet**

Contract #: _____ Assigned Goal: 6% Federally Funded _____ State Funded _____

Prime Provider Info: DBE _____

Vendor ID #: _____ DBE/HUB Expiration Date: _____
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work*
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Subprovider(s) Contract or % of Work* Totals

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE Commitment Dollars \$ _____

Total DBE Commitment Percentages of Contract 6%

(Commitment Dollars and Percentages are for Subproviders only)

EXHIBIT H-2
City of Arlington, Texas
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the City of Arlington, Texas (City). *Note: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE Subproviders are used, the form must be completed and signed. If no DBE Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.*

Contract #: _____ Assigned Goal: 6 % Prime Provider: _____

Work Authorization (WA) #: _____ WA Amount: _____ Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Total Commitment Amount (Including all additional pages.)	\$ _____
IMPORTANT: The signatures of the prime and the DBE and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.	
Provider Name: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <div style="display: flex; justify-content: space-between;"> Signature Date </div>
DBE/HUB Subprovider Subprovider Name: VID Number: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <div style="display: flex; justify-content: space-between;"> Signature Date </div>
Second Tier Subprovider Subprovider Name: VID Number: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <div style="display: flex; justify-content: space-between;"> Signature Date </div>
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	

Contract No. _____

Contract No.

EXHIBIT H-4

**City of Arlington, Texas
Subprovider Monitoring System
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 6 %

Total Contract Amount: \$

Total Contract Amount: \$

Contract Number:

Vendor ID #	Subprovider	Total \$ Amt Paid to Date
TOTAL		

This is to certify that above.

_____ % of the work was completed by the HUB or DBE subproviders as stated

By: Prime Provider

Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 2016

_____ Notary Public _____ County

My Commission Expires:

EXHIBIT H-FG**Disadvantaged Business Enterprise (DBE)
For Federal-Aid Professional or Technical Services Contracts**

- 1) **PURPOSE.** The purpose of this attachment is to carry out the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for DOT assisted contracts.
- 2) **POLICY.** It is the policy of the DOT and the City of Arlington, TX (henceforth the "City") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the City's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the City's Disadvantaged Business Enterprise Program, apply to this contract as follows.
 - a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the City's Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
 - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
 - c. When submitting the contract for execution by the City, the Provider must complete and furnish Exhibit H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the City. Exhibit H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the City. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
 - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result: in termination of the contract by the City; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the City; or such other remedy or remedies as the City deems appropriate.
- 3) **DEFINITIONS.**
 - a. "City" means the City of Arlington, Texas.
 - b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U.S. Department of Transportation (DOT) financial assistance.
 - c. "Provider" is any individual or company that provides professional or technical services.
 - d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.
 - e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Texas Department of Transportation in accordance with 49 CFR Part 26.
 - f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. “Race-neutral DBE Participation” means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this contract is 6 % of the contract amount.

5) **PROVIDER’S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the City.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the “Good Faith Efforts” taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
- (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
- (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
- (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider’s responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider’s failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
- (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- (9) Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- (10) If the Department’s Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the City that the originally designated DBE was not able or willing to perform.

- d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Exhibit H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the City. The City may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.
- e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

- a. The Texas Department of Transportation certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in this City's DBE program.
- c. The Texas Department of Transportation publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Texas Department of Transportation's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at:
http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm.
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the City's contract number or project number may be required to substantiate the payment, as deemed necessary by the City.

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment reported (Exhibit H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Exhibit H-3), after

contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the City's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The City may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.

- b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
- c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the City or the DOT.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Exhibit H-4), detailing the DBE payments. The Final Report is to be sent to the City's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

- 9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the City will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Exhibit H-3), submitted to the City's Business Opportunity Programs Office by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the City. The Monthly Progress Assessment Report (Exhibit H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the City if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the City reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the City; or such other remedy or remedies as the City deems appropriate.



Staff Report

Consultant Contract For Fleet Maintenance Services Contract Request for Proposals

City Council Meeting Date: 1-26-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute a consultant services contract with Mercury Associates, Inc., of Charlotte, North Carolina, to assist with the Request for Proposal (RFP) procurement method for the fleet maintenance services contract in the estimated amount of \$86,440.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

The fleet maintenance services contract with Centerra Integrated Services, Inc. expires on September 30, 2016. Upon approval from City Council, the City will issue a RFP to solicit responses from firms experienced with providing vehicle maintenance, repair and related services.

Engaging the services of an independent consultant would provide industry expertise needed to assist with developing the RFP and guiding the City throughout the process. City staff directly contacted three firms to request qualifications. Two firms submitted statement of qualifications. Mercury Associates, Inc., based in North Carolina, is experienced in assisting cities and counties with various aspects of fleet contracts and operations, including developing solicitations for maintenance services. We recommend moving forward with an agreement with this firm.

The scope of work would include reviewing our current operations, developing specifications for the RFP document, providing technical expertise to the City's evaluation committee, and assisting with negotiating a new contract. The estimated cost for this work estimated to cost \$86,440, which would be covered by anticipated fuel savings this fiscal year. In addition, the Fire and Police Departments are providing partial funding.

FINANCIAL IMPACT

Funding is available in Professional Services Account No. 790101-61043.

ADDITIONAL INFORMATION

Attached:	Consultant Contract
Under separate cover:	None
Available in the Purchasing Division:	None

STAFF CONTACT(S)

Keith Melton, P.E.
Director of Public Works
& Transportation
817-459-6553
Keith.Melton@arlingtonx.gov

Nora Coronado
Acting Assistant Director Public Works
& Transportation
817-459-6564
Nora.Coronado@arlingtonx.gov

Tom Jelley
Fleet Manager
817-459-5451
Tom.Jelley@arlingtonx.gov

STATE OF TEXAS §

PROFESSIONAL SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is entered into on this **26th** day of **January, 2016**, by and between the CITY OF ARLINGTON, a municipal corporation located in Tarrant County Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and MERCURY ASSOCIATES, INC., whose address is 9411 Stonemark Drive, Charlotte, NC 28277, (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY desires to contract with MERCURY ASSOCIATES, INC., for consulting services relative to a Request for Proposals for Fleet Maintenance Services ("PROJECT"), City of Arlington;

WHEREAS, MERCURY ASSOCIATES, INC., is qualified to provide such services and is willing to undertake such services for CITY in exchange for fees hereinafter specified;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.

EMPLOYMENT OF CONSULTANT

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely actions. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

II.

SCOPE OF SERVICES

The services to be performed by CONSULTANT under this Contract include but are not limited to the services described in Exhibit "A" (hereafter referred to as "Project"), incorporated herein by reference as if written word for word. In case of conflict between the language in Exhibit "A" and this Contract, this Contract shall be binding on both parties.

III.
COMPENSATION

For the satisfactory performance of the professional services described in Exhibit “A”, the City agrees to compensate CONSULTANT on the basis set forth in Exhibit “B”, Fee Estimate, which is attached hereto. It is mutually understood and agreed that compensation for the services will be in the estimated amount of \$86,440 for the specified services.

CONSULTANT shall submit invoices for services rendered, based upon the percentage complete of the defined services. CITY shall make payments in the amount shown by CONSULTANT approved invoices and other documentation submitted within thirty (30) days of receiving such invoice. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. CONSULTANT will fully comply with any and all applicable federal, state and local laws relating to income reporting, including but not limited to Internal Revenue Service Reports.

IV.
OWNERSHIP OF DOCUMENTS

All information prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT may retain in its files copies of all information and all other pertinent information for the work. Copies may be used for promotional purposes. Concepts and ideas embodied in the information may be freely used by CONSULTANT without restriction. CONSULTANT shall have no liability for changes made to the information and other documents by others subsequent to the completion of the Contract.

V.
TERM

This Contract shall become effective on the date first written above and shall terminate one (1) year from the date of delivery of all the deliverable items unless terminated earlier in accordance with this Contract.

VI.
TERMINATION

CITY may terminate this Contract without cause and without any penalty or liability upon written notice to CONSULTANT. Upon receipt of termination notice, CONSULTANT shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by CONSULTANT

and all subcontractors will, upon final payment to CONSULTANT, be delivered to CITY and shall become the property of CITY. CITY shall pay CONSULTANT for all work performed in accordance with the provisions of this Contract prior to the date of termination. CONSULTANT shall invoice CITY for all work performed within thirty (30) days of termination notice. CITY shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

VII. INSURANCE

CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until it has obtained all the insurance required under the Contract and such insurance has been approved by CITY; nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an “occurrence” basis, except for Professional Liability. The insurance requirements shall remain in effect throughout the term of this contract. The policy limits stated below are a minimum.

1. Workers’ Compensation, as required by law, Employer’s Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease – each employee and \$1,000,000 disease – policy limit.
2. Commercial General Liability Insurance, including Independent Contractor’s Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this contract, fully insuring CONSULTANT’s liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence.
3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000 per occurrence.
4. Professional Liability Insurance, CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000 per claim and \$2,000,000.00 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an “occurrence” or “claims-made” basis. If this coverage is being provided on a “claims-made” basis, CONSULTANT must maintain this policy for a period of four (4) years after completion of project, or shall purchase the extended reporting period or “tail coverage” insurance providing equivalent coverage for same period of time.

5. Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence, following form and drop down provisions included.

Other Insurance Provisions

It is agreed by all parties to this Contract that the insurance policies required under this Contract shall be endorsed to provide:

- (a) The CITY as an additional insured on all applicable policies or coverages with the exception of Professional Liability and Workers' Compensation, and that the policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy.
- (b) Each policy will require that thirty (30) days prior to the expiration in coverage, a notice thereof shall be given to City to:

City of Arlington
Risk Management - Mail Stop 63-0790
PO Box 90231
Arlington, Texas 76004-3231

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to City is required. CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

- (c) Be written through companies duly authorized to transact that class of insurance in the State of Texas. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII.
- (d) Waive subrogation rights for loss or damage on all policies or coverages (except professional liability) so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.
- (e) Provide one (1) copy of a Certificate of Insurance completed on an Acord form or other State-approved form evidencing the required coverages to:

City of Arlington
Public Works and Transportation, Mail Stop 01-0220
Attn: Nora Coronado, Acting Assistant Director
P.O. Box 90231
Arlington, Texas 76004-3231

CITY reserves the right to review the insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary by the CITY based upon changes in statutory law, court decisions or the claims history of the industry as well as CONSULTANT. Notwithstanding any provisions to the contrary, any adjustments to the insurance coverages and their limits will be based upon the reasonable commercial availability of those coverages and will only be required after the CITY reimburses CONSULTANT for the additional costs of obtaining said changed coverages or limits.

VIII.
RIGHT TO INSPECT RECORDS

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provision of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transaction to the subcontract, and further, that CITY shall have access during normal working hours to all consultant or subcontractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give CONSULTANT or subcontractor reasonable advance notice of intended audits.

IX.
CONSULTANT'S LIABILITY

Acceptance of the project by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the designs, working drawings, specifications or other documents and work, nor shall such acceptance be deemed an assumption of responsibility or liability by CITY for any defect in the designs, working drawings, specific actions or other documents prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

X.
INDEMNIFICATION

CONSULTANT does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission,

or negligent act of CONSULTANT, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or about the Premises and CONSULTANT will, at its own cost and expense, defend and protect CITY from any and all such claims and demands. Also, CONSULTANT agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement on or about the Premises. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by CONSULTANT to indemnify and protect CITY from the consequences of CITY's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

XI.
INDEPENDENT CONTRACTOR

CONSULTANT status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants, and the doctrine of respondent superior shall not apply between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

XII.
SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XIII.
APPLICABLE LAW

This Contract is entered into subject to the Charter and ordinances of CITY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable state and federal laws. CONSULTANT will make any and all reports required per federal, state or local law, including but not limited to proper reporting to the

Internal Revenue Service, as required in accordance with CONSULTANT income. Situs of this Contract is agreed to be Tarrant County, Texas for all purposes including performance and execution.

XIV.
SEVERABILITY

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XV.
DEFAULT

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract, or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default within thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If, after exercising any such remedy due to CONSULTANT nonperformance under this Contract, the reasonable cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum which has not theretofore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess.

XVI.
REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

XVII.
ENTIRE AGREEMENT

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XVIII.
NON-WAIVER

It is further agreed that one (1) or more instance of forbearance by CITY or CONSULTANT in the exercise of either of their respective rights herein shall in no way constitute a waiver thereof.

IX.
HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XX.
CHANGES

CITY may, from time to time, require changes in the scope of the services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XXI.
CONFLICT OF INTEREST

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

XXII.
NO DAMAGES FOR DELAYS

Notwithstanding any other provisions of this Contract, CONSULTANT shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen. CONSULTANT assumes the risk of all suspensions of or delays in performance of this Contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to the Contract, including wrongful acts or omissions of CITY or its contractors or subcontractors except only to the extent, if any, that compensation or any extension of time may be due as expressly provided for elsewhere in this Contract for such suspension or delays and subject only to such exception. CONSULTANT shall bear the burden of all costs, expenses and liabilities which it may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties.

Whenever in connection with this Contract it is required, expressly or otherwise, that CITY shall perform any act relating to the Contract, including making available any materials or other things, no guarantee is made by CITY as to the time of such performance and the delay of CITY in fulfilling such requirement shall not result in liability of any kind on the part of CITY except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this Contract.

XXIII.
VENUE

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas.

XXIV.
EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXV.
PROCUREMENT OF GOODS AND SERVICES FROM ARLINGTON
BUSINESSES AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES

In performing this contract, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this Contract, the CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

The CONSULTANT agrees to provide information about its minority status at time of contract execution. City will provide a Data Gathering Form with the award letter. CONSULTANT will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include

the CONSULTANT and any other firms performing work as a part of this contract such as surveying services. See attached Prime and Subs Report form. CONSULTANT will be required to submit this form with anticipated dollar amounts (if applicable) upon execution of the contract for this project and to resubmit the same form with actual cost spent prior to final payment of this contract.

XXVI.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and CONSULTANT) specifically agree that: (1) the Contract only affects matters/disputes between the parties to this Contract and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by Contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

XXVII.
NOTICES

All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Nora Coronado
Acting Assist Director, Support Services, Public Works and Transportation
City of Arlington
Mail Stop 01-0220
Post Office Box 90231
Arlington, Texas 76004-3231

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XXVIII
TITLE VI

The City of Arlington, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids

in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

Appendix A of the USDOT Standard Title VI Assurances

During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Arlington or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the City of Arlington, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the City of Arlington shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any subcontract or procurement as the City of Arlington or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event an CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the City of Arlington to enter into such litigation to protect the interests of the City of Arlington, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

CONSULTANT:
CONSULTING FIRM

BY: _____
Consultant Name
Title

CITY OF ARLINGTON, TEXAS:

BY: _____
Keith Melton, P.E.
Director of Public Works and Transportation

APPROVED AS TO FORM:
Teris Solis, City Attorney

ATTEST:
Mary Supino, City Secretary

BY: _____

THE STATE OF TEXAS §
COUNTY OF TARRANT §

Consultant Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public In and For The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §
COUNTY OF TARRANT §

City Acknowledgement

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Keith Melton, P.E., known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as Director of Public Works and Transportation thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public In and For The State of Texas

Notary's Printed Name

Exhibit A

Scope of Project

Project Understanding

We understand the City of Arlington has contracted with Centerra Group for fleet maintenance services since 2009 (the contract was previously with AllStar and G4S, and through a series of acquisitions is now with Centerra). Prior to this, the City had a contract with First Vehicle Services for five years and before that City staff provided services in-house.

The current contract with Centerra has been extended several times, and the current extension runs through September of 2016. Purchasing regulations now require that the City go out to market for a new contract.

In the paragraphs below we describe our proposed scope of services for an engagement with the City which focuses on development of a new Request for Proposal (RFP), support during the procurement process, and assistance in evaluation of the proposals. In addition, we have described optional services in the areas of assistance in contract negotiation, transition planning, and contract monitoring.

The tasks that we propose to complete during this project are as follows:

Task 1 – Initiate the Project

To begin the project we will provide the City with a request for information including a copy of the current contract, recent addendums and financial reports, and any other relevant recent documentation. We will also want to meet with City staff to understand current issues and the City's goals for the new contract that will result from this project. This meeting should include staff from Public Works, Purchasing, and any other stakeholders the City feels should participate. Once we have a firm grasp on the current situation we will proceed with developing the scope of services for a new solicitation, as described below.

Task 2 – Develop Solicitation Requirements

The purpose of this task is to determine all of the technical, descriptive, administrative, and evaluative elements to be included in the solicitation document. The success of the solicitation will be dependent on adequately defining the specific services a contractor will be expected to provide (i.e., the Scope of Work), but also on a variety of additional requirements of the solicitation. Examples of the elements that must be included are illustrated below:

- **Service Parameters**
 - Size, composition, age, annual utilization, and geographic deployment of the fleet to be served;

- Specific standards of performance to be met, such as minimum daily fleet availability percentage by class, and maximum average parts delivery times by category;
 - Prioritization requirements for service requests;
 - Service quality and warranty coverage requirements, such as maximum rework incidences per month, and minimum acceptable parts warranties;
 - Requirements for maintenance and provision of service records, management information, and reports.
- **General Contract Requirements and Procedures**
 - Division of responsibilities between the City of Arlington and contractor;
 - Interaction between the City of Arlington and contractor employees;
 - Provision of (or use of existing) computerized fleet management software and hardware;
 - Experience and qualification requirements for contractor employees;
 - Inventory/fixed asset transfer, ownership, management, and security procedures;
 - Maintenance and upkeep requirements for contractor-occupied work areas; and
 - Requirements for contractor use of established vendor agreements and contracts.
- **Performance Measurement and Control Procedures**
 - Performance bonding requirements;
 - Contract management procedures and contact information;
 - Mechanisms for feedback on service quality and performance;
 - Contractor performance measurement and evaluation procedures (see details in Task 2); and
 - Incentives and penalties for ensuring adequate performance.
- **Proposal Evaluation and Vendor Selection**
 - Selection/assignment of proposal evaluation team;
 - Proposal evaluation and rating process;
 - Initial review of written proposals and development of a short list of bidders to be interviewed;

- Interviews of bidders;
- Conduct of background checks on bidders.

The Scope of Work will define the services that will be provided by the contractor. The Service Parameters will define the performance standards that the contractor will be required to adhere to. The Performance Measurement and Control Procedures will provide a mechanism to control service quality. The General Requirements will define contract management procedures. The Proposal Evaluation section will provide a basis for determining the best solution for the City. The combination of these areas will constitute the heart the solicitation document.

We will determine each of these solicitation elements using a combination of requirements analysis, knowledge of existing contractual arrangements in other organizations, our own experience with other similar solicitations, and investigation of City of Arlington procedures and rules. Particular areas of concern that will be emphasized in this task include the evaluation criteria to be used in reviewing proposals; the performance measures that will be included in the solicitation; and the performance incentives and/or penalties that will be included in the solicitation.

For example, purchasing rules and requirements, as they apply to the basic structure of the solicitation, will have the greatest impact on the evaluation method utilized. The basic distinction between “low bid” and “best value” will affect the structure of the Scope of Services, as well as the evaluation process that will be followed. Within this basic distinction, however, there will need to be considerable thought given to specific methods of evaluation chosen for use.

We will provide our detailed Solicitation Requirements to Arlington in a *MS Word* document. We anticipate that the City’s Purchasing Department will be able to use this material without further additions or modifications. We will incorporate any changes required by City staff into the document based on feedback that we receive. We assume that this feedback be coordinated by the City and sent to us one time with all edits consolidated.

Task 3 – Define Performance Measures

It is our experience that performance-based contracts work best for outsourced fleet maintenance services. Consequently, we will develop a series of key performance measures that can be used to monitor the level and quality of the contractor’s services. The availability of quantitative measures will provide an objective basis for assessing the performance of the contractor and will enable the City of Arlington to identify problem areas early on before they become major issues that can negatively impact mission critical activities. The performance measurement system will also be an invaluable tool for motivating the contractor to excel (assuming that incentives and penalties are included) and for guiding the City of Arlington in its decision whether or not to exercise options for extending the contract for additional years.

In our view, an effective performance measurement system has the following attributes:

- Measures assess key areas of fleet program performance;
- Target levels of performance are consistent with industry standards;
- A limited number of measures are used so that the level of effort to monitor the measures is reasonable; and
- Data collection procedures and data processing capabilities are in place to support tracking of the selected key performance measures.

We will produce a draft document outlining the recommended fleet performance measurement system and submit it to the City of Arlington for review and comment. This document will include the specific performance measures to be used, the method of calculating them, the benchmarks they should be compared with, the data security issues (if any) associated with protecting the resulting performance statistics from improper contractor manipulation, and the reporting formats the contractor should employ in presenting the desired performance data to the City of Arlington in conjunction with its monthly invoices. A final plan will be produced for inclusion in the contract with the selected fleet service vendor.

Task 4 – Participate in Pre-bid Processes

In this task we will participate in the pre-bid conference as scheduled by the City. During the conference we will respond to any questions directed to us in order to provide clarification on any portions of the solicitation documents which we prepared. Following the pre-bid conference, we will assist with the preparation of responses to questions or any addendum resulting from the conference, or as required to clarify the solicitation documents.

Task 5 – Evaluate Proposals

In this task we will provide assistance and direction in each of the following areas:

- Reviewing proposals
- Checking references
- Reviewing qualifications and experience
- Reviewing financial capabilities
- Checking other qualifications
- Reducing the proponents to a short-list
- Evaluating cost elements

We will conduct an independent evaluation of proposals and identify the contractor we feel has submitted the best overall approach for the City of Arlington to pursue. We will meet with the proposal evaluation team and assist the team in reaching a consensus as to the best way for the City of Arlington to proceed. We will document our findings and

recommendations in a brief report to the proposal evaluation team. Please note that our budget for this tasks assumes there will be no more than three proposals for us to evaluate. If more proposals are received by the City, we will require additional fees of \$8,000 per additional proposal.

Task 6 – Assist with Contract Negotiations

In this task we will assist the City of Arlington with negotiating and finalizing a contract with the selected fleet maintenance services provider. This can be done either on site or via teleconference. We will concentrate our efforts in this regard on scope of work issues, including the split of fleet service responsibilities between the City of Arlington and the service provider, the definition of fixed price and time and materials services, level of services issues (such as minimum vehicle condition standards, hours of service, quality of repair parts, requirements for towing and field services, and the contractor’s responsibilities for response during emergencies), and communication issues (such as billing information, management reports, and dispute resolution procedures).

It is our experience that these issues represent the primary areas of potential conflict between an agency and its fleet services contractor. Consequently, it is best to spend a considerable amount of time ensuring that all stakeholders have a clear understanding of these issues before the commencement of contract operations.

We will also facilitate negotiations with the service provider regarding any adjustments in the proposed scope or contract price (either up or down) that result from changes and clarifications that may be agreed to between the City of Arlington and the service provider.

Task 7 (optional) – Provide transition support

In this task we will develop a contract administration strategy including:

- Establish a system for gathering information for service level management
- Establish a system for gathering information for performance monitoring
- Establish protocols for obtaining and reporting information
- Establish methods of dispute inquiry and resolution

Task 8 (optional) – Provide contract monitoring services

We are also available to conduct annual performance audits of the contractor including compliance with contract terms, customer service, maintenance record keeping, etc. We can also assist in calculating price increases or decreases triggered by conditions such as changes in fleet size or composition and changes in the consumer price index. We would be happy to provide a quote for these services at the appropriate time.

Project Schedule

The overall schedule for this engagement will be highly dependent on City staff and processes. However, we estimate that a draft RFP will take 60 days for our team to

complete. Evaluating proposals should take 30 days after proposals have been received. The schedule for other milestones will depend on the purchasing and contracting process.

Project Team

The principal members and roles of our proposed project team are as follows:

Staff	Title	Role
Randy Owen	Senior VP	Project Manager
Brad Kelley	Senior VP	System Analyst
Len Bammer	Manager	Lead Analyst

Randy Owen, CAFM is Senior Vice President of Mercury Associates and is located in our Charlotte, NC office. He has 19 years of experience as a fleet manager and fleet management consultant, and is a nationally recognized expert in fleet management best practices and in the areas of fleet management outsourcing and managed competition. His areas of expertise also include fleet utilization analysis and rightsizing, and performance measurement and benchmarking. Before co-founding Mercury Associates, Mr. Owen was a Senior Manager in Maximus, Inc. Prior to this he served as the fleet manager for the City of Charlotte and for the Los Angeles County Department of BPUBLIC Works and worked as an independent consultant. He holds a Master’s Degree in Political Science from the University of California at Los Angeles.

Brad Kelley, is a Senior Vice President in Mercury Associates with 15 years of experience in the fleet management profession. He is the director of Mercury’s Houston, TX-based cloud computing and information technology consulting services. Mr. Kelley has assisted a number of prominent organizations with information technology projects including the implementation of stand-alone and web-based fleet and fuel management information systems; assessments of the performance and use of existing fleet systems; the implementation of platform and network upgrades; the conduct of fit-gap analyses of commercial off-the-shelf ERP systems; and the design and development of specialized analytical and management reporting tools for fleet managers. Before co-founding Mercury Associates, Mr. Kelley was a Manager in the Maximus, Inc. Fleet Group. Prior to this, he worked in the Fleet Management Department of Sarasota County, FL. He holds a Master’s Degree in Public Administration from Southern Illinois University.

Len Bammer is a Manager with Mercury Associates and works from our Denver office. He has worked as a consultant with Mercury for the past eleven years. Prior to this, Mr. Bammer had more than 25 years’ experience as a public-sector fleet manager, his last position was as the General Superintendent of Maintenance for the Regional Transportation District in Denver. Mr. Bammer has managed public works and transit fleets, fire and police fleets, and utility maintenance fleets ranging in size from 80 to more than 2,000 vehicles and pieces of equipment. He has been directly responsible for the development technical specifications and evaluation procedures for maintenance programs, new vehicles (including transit buses), bus and vehicle refurbishment programs and emerging technologies. His private sector experience includes Denver & Rio Grande Western Railroad, Rocky Mountain Airways, and Vail Transportation Services. He is a

past Chairman of the Board of the Rocky Mountain Fleet Management Association and a former Associate Member of the Society of Automotive Engineers.

QUALIFICATIONS AND EXPERIENCE

Introduction

Mercury Associates, Inc. is an employee-owned fleet management-consulting firm incorporated and headquartered in Maryland and with an office in Houston, Texas. We have more than two-dozen employees located throughout the United States and in Canada, many of whom served as professional fleet managers in the public and/or private sector prior to commencing their consulting careers. Mercury's mission is to assist organizations in improving the management and operation of their fleets. We do not manage fleets or sell any other company's products or services to fleet owners.

Mercury's consulting services touch on virtually every facet of fleet management and operation, ranging from broad-based assessments of fleet management organizational structures, staffing levels, facilities and equipment, and business practices, to tightly focused analyses of a single issue or opportunity such as "Can we reduce the size of our fleet?" "Should we replace our fleet management information system?" "How can we reduce our maintenance and repair expenditures?" and "Should we lease or buy vehicles?" We also provide many different types of implementation and management support services to fleet owners such as information system specification, selection, implementation, and hosting; RFP development; custom software development; business process redesign; charge-back rate development; policy and procedure development; management training; and executive recruiting.

Experience

Mercury's principals and employees have worked with a wide array of public and private-sector organizations around the world – primarily in the United States and Canada and primarily with governmental jurisdictions – with fleets ranging in size from fewer than 100 to more than 250,000 vehicles and pieces of equipment. For the US federal government, we have provided services to the Army, Navy, Air Force, and Marine Corps; cabinet-level departments (Defense, Homeland Security, Interior, Transportation, etc.); and the General Services Administration, NASA, the Smithsonian Institution, and the US Postal Service. We have worked with one or more agencies in more than half the state governments in the US, three provinces and one territory in Canada; more than 40 colleges and universities; and such prominent non-profit entities as the RAND Corporation, the Transportation Research Board, and the United Nations.

Our experience advising local government fleets on how to optimize costs and performance is unmatched in the industry. Our clients have included more than 500 municipal and county fleets including all ten of the largest cities, hundreds of smaller cities with many located in rural areas, most of the largest counties in the country, and dozens of other organizations such as towns and special districts.

In the private sector, Mercury has provided consulting services to a diverse mix of companies, including 3M, Air Products, Alyeska Pipeline Service Company, Aramark,

Bell Canada, Cox Enterprises, BNSF Railway, BP, Ecolab, Flint Hills Resources, Genentech, GlaxoSmithKline, Intel, Honeywell, Laidlaw, National Express Corporation, Pfizer, Rockwell-Collins, Ryder, Schindler Elevator, Schneider Electric, Shell Canada, State Farm, Suncor, Terra Renewal, and Whiting Oil & Gas. We also have worked with more than 30 electric, gas, and water utility companies.

Of particular relevance to Arlington is Mercury Associates experience working with organizations on fleet outsourcing projects. No consulting firm in the country can match our experience in this area. Our services in this area include:

- Assessment of outsourcing feasibility;
- Development of RFPs for contractual services;
- Review of RFP responses and recommendations for contract award;
- Negotiation of contracts with service providers;
- Evaluation of existing contracts; and
- Contract administration services.

Some of the past clients we have provided these services to include:

- City of Arlington, TX – Contract evaluation and RFP development;
- City of Brownsville, TX – Evaluation of existing contract and recommendations for improvement;
- City of Charlotte, NC – Development of RFP for contractual services;
- City of Corpus Christi, TX – Evaluation of outsourcing feasibility;
- City of Dallas, TX – Development of RFP for contractual services;
- City of Houston, TX – Development of RFP for contractual services;
- City of Fort Lauderdale, FL - Evaluation of existing contract and recommendations for improvement;
- City of Forth Worth, TX – Evaluation of outsourcing feasibility, Development of RFP for contractual services; Evaluation of proposals and recommendation of contract award;
- City of Plant City, FL – Development of RFP for contractual services;
- City of San Clemente, CA – Evaluation of existing contract and recommendations for improvement;
- City of Wilmington, DE – Development of RFP for contractual services; Evaluation of proposals and recommendation of contract award, on-going contract administration services

Exhibit B Fee Estimate

Project Budget

Our proposed price for this engagement is as follows:

Classification	Billing Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Total Hours
Project Mgr	215.00	8	40	8	8	24	40	128
Lead Analyst	190.00	16	40	8	24	60		148
Senior Analyst	190.00	16	40	8	16	40		120
Task Hours		40	120	24	48	124	40	396
Task Fees		\$7,800	\$23,800	\$4,760	\$9,320	\$24,160	\$8,600	\$78,440
Travel		\$5,000			\$3,000			\$8,000
Grand Totals		\$12,800	\$23,800	\$4,760	\$12,320	\$24,160	\$8,600	\$86,440

Staff Report



Contract Modification No. 1 for Spring Meadows and Parker Heights Additions Water and Sanitary Sewer Renewal, Project No. WUOP14002

City Council Meeting Date: 1/26/16	Action Being Considered: Minute Order
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RECOMMENDATION

Authorizing the City Manager or his designee to execute Contract Modification No. 1 to the construction contract with SYB Construction Company Inc., of Irving, Texas, for the Spring Meadows and Parker Heights Additions Water and Sanitary Sewer Renewal project in an amount not to exceed \$129,382.

PRIOR BOARD OR COUNCIL ACTION

On October 15, 2013, City Council approved Minute Order No. MO10152013-006, authorizing the execution of a Surveying Services Contract with Cobb, Fendley & Associates Inc., of Frisco, Texas for the Spring Meadows and Southridge Water and Sanitary Sewer Renewals project in an amount not to exceed \$83,328.

On May 27, 2014, City Council approved Minute Order No. MO05272014-014, authorizing the execution of a construction contract with SYB Construction Company Inc., of Irving, Texas for Spring Meadows and Parker Heights Additions Water and Sanitary Sewer Renewal, Project No. WUOP14002 in an amount not to exceed \$6,598,872.85.

ANALYSIS

This project consisted of constructing approximately 14,853 linear feet of 8-inch water line and 12,244 linear feet of 8-inch sanitary sewer line. These improvements replaced aging infrastructure with a history of water line breaks or sanitary sewer blockages. Replacement of the infrastructure will reduce maintenance costs and improve service to these areas. The asphalt pavement has been reconstructed by street reclamation. The project also included replacement of sidewalk in need of repair and storm drain improvements.

The project is substantially complete; however, we have recently discovered there is a considerable amount of ground water seepage flowing on Cimarron Lane, Hidalgo Lane, Countryside Drive and Wingren Lane that is causing these streets and portions of Center Street to remain wet at all times. The water has been tested and verified that it is ground water and not a result of water line leaks. Additional French drains and storm drain inlets will need to be installed to correct the seepage problem. These improvements will take an additional 50 calendar days to complete.

CHANGE ORDER ACTIVITY		
Original Contract Amount	\$6,598,872.85	Percent Change
Contract Modification No. 1	\$129,382	1.96%
Revised Total	\$6,728,254.85	1.96%

FINANCIAL IMPACT

Funding is available in Non-Arbitrage Street Bond Fund Account No. 358502-68153-65420698.

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$129,382	\$0	\$0

There is no maintenance cost associated with this project during the referenced time period because the contract provides for a two-year maintenance bond.

ADDITIONAL INFORMATION

Attached:	Contract Modification with Attachment Location Map
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Keith Melton, P.E.
Director of Public Works & Transportation
817-459-6553
Keith.Melton@arlingtontx.gov

Walter J. Pishkur
Director of Water Utilities
817-459-6600
Buzz.Pishkur@arlingtontx.gov



THE STATE OF TEXAS §

COUNTY OF TARRANT §

CONTRACT MODIFICATION NO. "1"

THIS CONTRACT MODIFICATION NO. "1" is made and entered into this 26th day of January, 2016 by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and SYB CONSTRUCTION COMPANY, INC., whose address is 421 COMPTON AVE, IRVING, TX 75061.

W I T N E S S E T H:

WHEREAS, On May 27, 2014, CITY and SYB CONSTRUCTION COMPANY, INC. entered into a contract (as amended, hereinafter referred to as "Contract") for the construction of Spring Meadows & Parker Heights Additions Water & Sanitary Sewer Renewals, Project No: WUOP14002 and

WHEREAS, CITY and SYB CONSTRUCTION COMPANY, INC. desire to modify the Contract in certain respects as set forth herein; NOW THEREFORE,

I.

The Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in the modification and the Contract, this modification shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

SYB CONSTRUCTION COMPANY, INC. will perform additional services as described in Attachment "A" and other attachments with scope details. Any change in Contract Days is also reflected in Attachment "A". Attachment "A" is incorporated herein as if written word for word.

II.

Payment for additional services will not exceed \$129,382.00.

{signature page as follows}

This Modification shall commence upon the day first written above and continue in full force and effect until termination in accordance with the provisions of the Contract.

EXECUTED this _____ day of _____, 2016.

SYB CONSTRUCTION COMPANY, INC.

BY: _____
Signature

Printed Name

Title

CITY OF ARLINGTON, TEXAS

BY _____
Signature

Printed Name Walter "Buzz" Pishkur
Department Director

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____
Signature

Copy: SYB CONSTRUCTION COMPANY INC
City Secretary's Office

THE STATE OF TEXAS §

Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public In and For The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgment

COUNTY OF TARRANT§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter "Buzz" Pishkur, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as Director of Water Utilities thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public In and For The State of Texas

Notary's Printed Name

Attachment A:

Project: Spring Meadows & Parker Heights Additions Water & Sanitary Sewer Renewals	Project No: WUOP14002
Phase: Construction	Date of Change: 01/08/2016
Commitment: PO02	Change No: CM - 00006
Vendor: SYB CONSTRUCTION COMPANY INC 7056	Vendor ID: 7056
Description: Construction Contract	

Item #	Description	Unit Price	UOM	Quantity	Change Amount
100	Wingren Street (Engineering Layout)	\$ 1.00	LS	1,430	\$1,430.00
101	Wingren Street (Barricades)	\$ 1.00	LS	3,510	\$3,510.00
102	Wingren (Sawcut Existing Pavement)	\$ 1.00	LS	650	\$650.00
103	Wingren (Rem & Replace Paving (84 SF)	\$ 1.00	LS	4,515	\$4,515.00
104	Wingren (Rem & Replace 4' S/W (16 SF)	\$ 1.00	LS	196	\$196.00
105	Wingren Street (8" Perforated SDR 35 PVC Pipe)	\$110.00	LF	33	\$3,630.00
106	Wingren Street (8" PVC SDR 35 PVC Pipe)	\$105.00	LF	27	\$2,835.00
107	Wingren (New 10' Inlet on Center Street)	\$4,615.00	EA	1	\$4,615.00
108	Wingren (New 15' Inlet on Center Street)	\$5,980.00	EA	1	\$5,980.00
109	Wingren Street (18" RCP on Center St	\$130.00	LF	50	\$6,500.00
110	Wingren (Tie New 18" RCP to Exist Inlet on Center Street)	\$650.00	EA	1	\$650.00
111	Wingren Street (Sod to Match Adjacent Yards)	\$ 7.00	SY	115	\$805.00
112	Wingren Street (SWPPP)	\$750.00	LS	1	\$750.00
113	Hidalgo Lane (Engineering Layout)	\$ 1.00	LS	1,560	\$1,560.00
114	Hidalgo Lane (Barricades)	\$ 1.00	LS	3,800	\$3,800.00
115	Hidalgo Lane (Sawcut Existing Pavement)	\$ 1.00	LS	650	\$650.00
116	Hidalgo Lane (Rem Exist HMAC & C&G)	\$ 1.00	LS	1,650	\$1,650.00
117	Hidalgo (New 6" Conc Pvmt) (112 SF)	\$ 1.00	LS	3,900	\$3,900.00
118	Hidalgo (Rem & Replace 4' S/W (16 SF)	\$ 1.00	LS	196	\$196.00

119	Hidalgo (Rem & Repl 6' Conc. Valley Gutter)	\$ 1.00	LS	4,670	\$4,670.00
120	Hidalgo (8" Perforated SDR 35 PVC Pipe)	\$110.00	LF	38	\$4,180.00
121	Hidalgo (8" SDR 35 PVC Pipe)	\$85.00	LF	240	\$20,400.00
122	Hidalgo (Tie 8" PVC to Existing Inlet)	\$ 1.00	LS	475	\$475.00
123	Hidalgo (Rem & Repl 15' Inlet Top, Throat & Curb)	\$ 1.00	EA	3,985	\$3,985.00
124	Hidalgo (Sod to Match Adjacent Yards)	\$ 7.00	SY	301	\$2,107.00
125	Hidalgo (SWPPP)	\$ 1.00	LS	750	\$750.00
126	Cimarron Lane (Barricades)	\$ 1.00	LS	3,800	\$3,800.00
127	Cimarron Lane (Sawcut Existing Pavement)	\$ 1.00	LS	650	\$650.00
128	Cimarron (Rem HMA & C&G (207 SF))	\$ 1.00	LS	3,130	\$3,130.00
129	Cimarron (New 6" Conc. Pvmnt (207 SF))	\$ 1.00	LS	7,208	\$7,208.00
130	Cimarron (8" Perforated SDR 35 PVC Pipe)	\$110.00	LF	30	\$3,300.00
131	Cimarron (Tie 8" PVC to Exist Inlet)	\$475.00	EA	2	\$950.00
132	Cimarron (Rem & Repl 15' Inlet Top, Throat & Curb)	\$ 1.00	EA	3,985	\$3,985.00
133	Cimarron (Sod to Match Adjacent Yards)	\$ 7.00	SY	10	\$70.00
134	Cimarron Lane (SWPPP)	\$ 1.00	LS	750	\$750.00
135	Countryside Drive (Barricades)	\$ 1.00	LS	1,000	\$1,000.00
136	Countryside (8" Perforated SDR 35 PVC at Inlets (Both Sides))	\$ 1.00	LS	4,200	\$4,200.00
137	Countryside (Connect to Exist Inlets)	\$475.00	EA	2	\$950.00
138	Mobilization	\$ 1.00	LS	15,000	\$15,000.00

Net Change in Contract Amount	\$129,382.00
Revised Contract Amount	\$6,728,254.85
Net Change in Contract Days	50
Revised Contract Days	600

SYB CONSTRUCTION CO., INC.

Certified WBE - Dallas/Fort Worth

421 Compton
Irving, TX 75061
Office Metro (972) 399-1066
FAX (972) 399-1586

DATE: December 10, 2015

RE: Spring Meadow Addition Drainage Work
City of Arlington, Texas

WE ARE PLEASED TO QUOTE YOUR INQUIRY AS FOLLOWS:

Wingren Street

ITEM NO.	QUANTITY	UNIT OF MEAS	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
1	1	L.S.	Engineering Layout	\$ 1,430.00	\$ 1,430.00
2	1	L.S.	Barricades For Road Closed & Right Lane Closure	\$ 3,510.00	\$ 3,510.00
3	1	L.S.	Saw Cut Existing Paving	\$ 650.00	\$ 650.00
4	1	L.S.	Remove and Replace Existing Paving (84 S.F.)	\$ 4,515.00	\$ 4,515.00
5	1	L.S.	Remove and Replace Existing 4' Sidewalks (16 S.F.)	\$ 196.00	\$ 196.00
6	33	L.F.	8" Perforated SDR 35 PVC Pipe	\$ 110.00	\$ 3,630.00
7	27	L.F.	8" PVC SDR 35 PVC Pipe	\$ 105.00	\$ 2,835.00
8	1	EA	New 10' Foot Inlet on Center	\$ 4,615.00	\$ 4,615.00
9	1	EA	New 15' Foot inlet on Center	\$ 5,980.00	\$ 5,980.00
10	50	L.F.	18" RCP CI III Along Center	\$ 130.00	\$ 6,500.00
11	1	EA	Tie New 18" RCP into Existing Inlet on Center	\$ 650.00	\$ 650.00
12	115	S.Y.	Sod To Match	\$ 7.00	\$ 805.00
13	1	L.S.	SWPPP	\$ 750.00	\$ 750.00
					\$ -
			Item 8 & 9 City will Decide 10' or 15'		\$ -

TOTAL WATER

\$ 36,066.00

Hidalgo

ITEM NO.	QUANTITY	UNIT OF MEAS	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
1	1	L.S.	Engineering Layout	\$ 1,560.00	\$ 1,560.00
2	1	L.S.	Barricades	\$ 3,800.00	\$ 3,800.00
3	1	L.S.	Saw Cut Existing Paving	\$ 650.00	\$ 650.00
4	1	L.S.	Remove Existing HMA and Curb and Gutter	\$ 1,650.00	\$ 1,650.00
5	1	L.S.	New 6" Concrete Paving (112 S.F.)	\$ 3,900.00	\$ 3,900.00
6	1	L.S.	Remove and Replace Existing 4' Sidewalks (16 S.F.)	\$ 196.00	\$ 196.00
7	1	L.S.	Remove and Replace Existing 6" Concrete Valley Gutter	\$ 4,670.00	\$ 4,670.00
8	38	L.F.	8" Perforated SDR 35 PVC Pipe	\$ 110.00	\$ 4,180.00
9	240	L.F.	8" SDR 35 PVC Pipe	\$ 85.00	\$ 20,400.00
10	1	L.S.	Tie 8" PVC to Existing Inlet	\$ 475.00	\$ 475.00
11	1	EA	Remove and Replace Existing 15' Inlet Top, Throat, and Variable Height Curb	\$ 3,985.00	\$ 3,985.00
12	301	S.Y.	Sod to Match	\$ 7.00	\$ 2,107.00
13	1	L.S.	SWPPP	\$ 750.00	\$ 750.00
					\$ -
			TOTAL STORM		\$ 48,323.00

Cimarron

ITEM NO.	QUANTITY	UNIT OF MEAS	DESCRIPTION OF ITEM	UNIT PRICE	AMOUNT
1	1	L.S.	Barricades	\$ 3,800.00	\$ 3,800.00
2	1	L.S.	Saw Cut Existing Paving	\$ 650.00	\$ 650.00

Accepted (Signature): _____

Printed Name & Title: _____

Date: _____

Locally Owned and Operated in the State of Texas since 1985

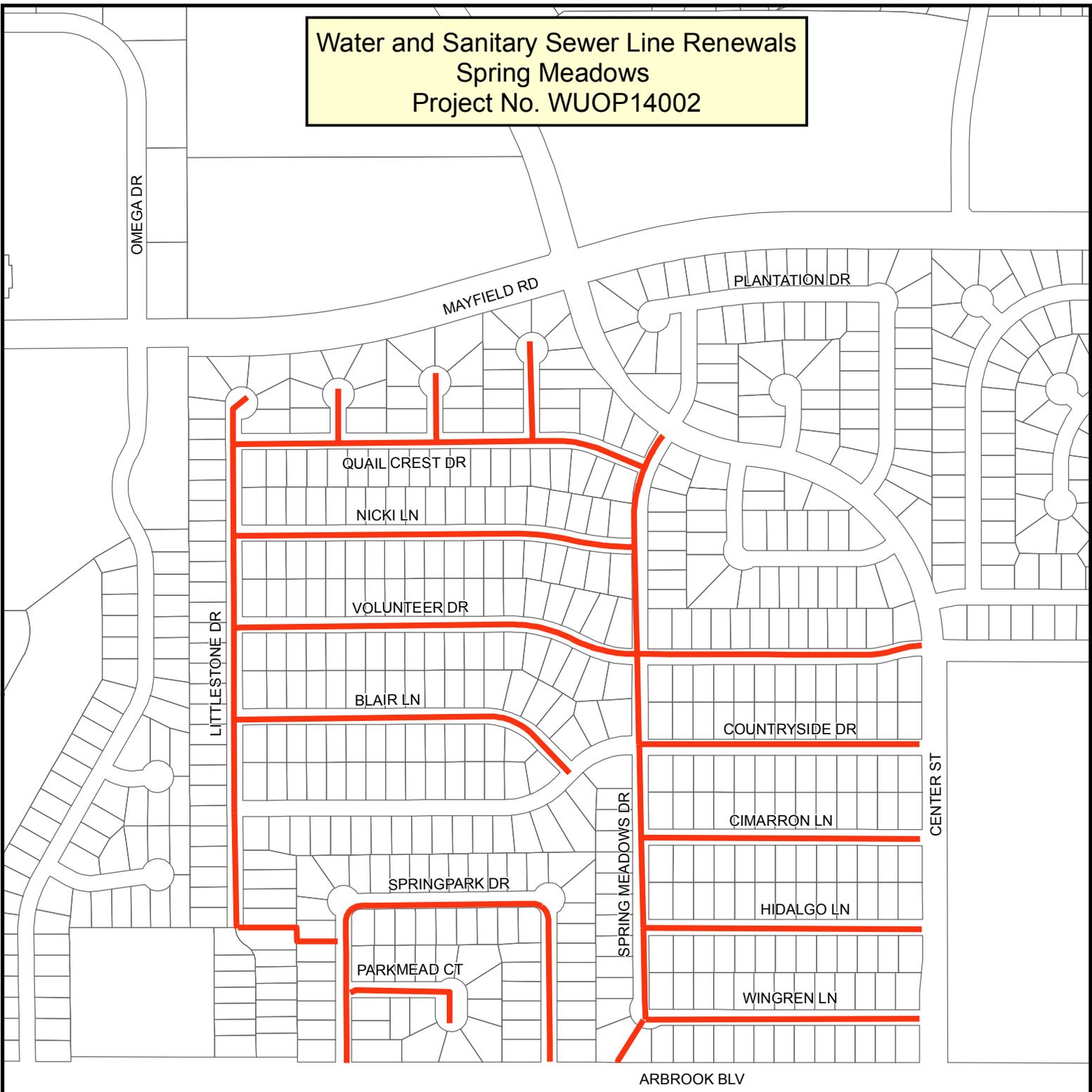
Contractor of The Year 2001 by the North Central Branch – Texas Public Works Association

Certified DBE With the NCTRCA (North Central Texas Regional Certification Agency)

Certified WBE With the WBENC (Women's Business Enterprise National Council)

Certified HUB With the State of Texas Historically Underutilized Business Program

**Water and Sanitary Sewer Line Renewals
Spring Meadows
Project No. WUOP14002**



"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."

Legend

— Project Limits

ARLINGTON
THE AMERICAN DREAM CITY
Water Information Services
May 7, 2014

Staff Report



Contract Modification No. 2 to the Engineering Services Contract for Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements, Project No. WUSS13001

City Council Meeting Date: 01-26-16	Action Being Considered: Minute Order
-------------------------------------	---------------------------------------

RECOMMENDATION

Authorize the execution of Contract Modification No. 2 to the Engineering Services Contract with Espey Consultants, Inc., dba RPS, of Dallas, Texas for Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements project, in an amount not to exceed \$45,167.

PRIOR BOARD OR COUNCIL ACTION

On September 17, 2013, City Council approved Minute Order No. 09172013-024 authorizing execution of an Engineering Services Contract with Espey Consultants, Inc., dba RPS, of Dallas, Texas for the design of Kee Branch and Lynn Creek Water and Sanitary Sewer Improvements project in an amount not to exceed \$569,360.

ANALYSIS

The original project scope includes the design of approximately 22,100 linear feet of 15-inch to 24-inch sanitary sewer lines in southwest Arlington south of I-20 and east of US 287, and in southeast Arlington between Aires Drive and Silo Road. These lines had insufficient capacity to convey flow without surcharging. The original scope also includes design of approximately 13,000 linear feet of 6-inch to 12-inch water lines within the project limits.

The original design is to upsize the existing sewer lines from 12-inch to 18-inch along Running Creek Drive, Stetter Drive, and through the existing utility easements inside eight properties to provide sufficient capacity and eliminate the system surcharging. After reevaluating the alignment options, installation of a 12-inch sanitary sewer line under the concrete drainage channel between Matlock Road and Aires Drive will be more cost effective. Contract Modification No. 2 will provide for the design of approximately 2,400 linear feet of 12-inch sanitary sewer line under the concrete drainage channel as shown on the location map. The proposed 12-inch line under the channel will eliminate the concrete street replacements in Running Creek Drive and Setter Drive and minimize the disruption to the residents.

A summary of the Engineering Services Contract and modifications is shown below.

Contract Modification Activity		
Contract Type	Amount	Percent Change
Original Contract	\$569,360.00	0.00%
Contract Modification No. 1	\$19,915.00	3.50%
Contract Modification No. 2	\$45,167.00	7.93%
Revised Total	\$634,442.00	11.43%



THE STATE OF TEXAS §

COUNTY OF TARRANT §

CONTRACT MODIFICATION NO. "2"

THIS CONTRACT MODIFICATION NO. "2" is made and entered into this 26th day of January, 2016 (City Council Date), by and between the CITY OF ARLINGTON, Tarrant County, Texas, a municipal corporation, hereinafter called "CITY" and RPS, whose address is 4801 SOUTHWEST PARKWAY, AUSTIN, TX 78735.

W I T N E S S E T H:

WHEREAS, On September 17, 2013, CITY and RPS entered into a contract (as amended, hereinafter referred to as "Contract") for the Design Contract for Kee Branch Water and Sanitary Sewer Improvements, Project No: WUSS13001 and

WHEREAS, CITY and RPS desire to modify the Contract in certain respects as set forth herein; NOW THEREFORE,

I.

The Contract is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Contract shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in the modification and the Contract, this modification shall govern and control. In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

RPS will perform additional services as described in Attachment "A". Any change in Contract Days is also reflected in Attachment "A". Attachment "A" is incorporated herein as if written word for word.

II.

Payment for additional services will not exceed \$45,167.00.

This Modification shall commence upon the day first written above and continue in full force and effect until termination in accordance with the provisions of the Contract.

EXECUTED this _____ day of _____, 2015.

RPS

BY: 
Signature

WAYNE HUNTER
Printed Name

DFW BRANCH MGR.
Title

CITY OF ARLINGTON, TEXAS

BY _____
Signature

Printed Name _____
Department Director

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____
Signature

Copy: RPS, City Secretary's Office

THE STATE OF TEXAS

§

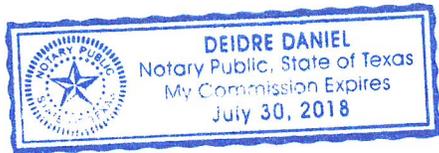
Acknowledgment

COUNTY OF TARRANT

§

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Wayne Hunter, who is known to me or who was proved to me on the oath of DEIDRE DANIEL (name of person identifying the acknowledging person) or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of December, 2016.



Deidre Daniel
Notary Public In and For The State of Texas

DEIDRE DANIEL
Notary's Printed Name

THE STATE OF TEXAS

§

City Acknowledgment

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as _____ thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

Notary Public In and For The State of Texas

Notary's Printed Name

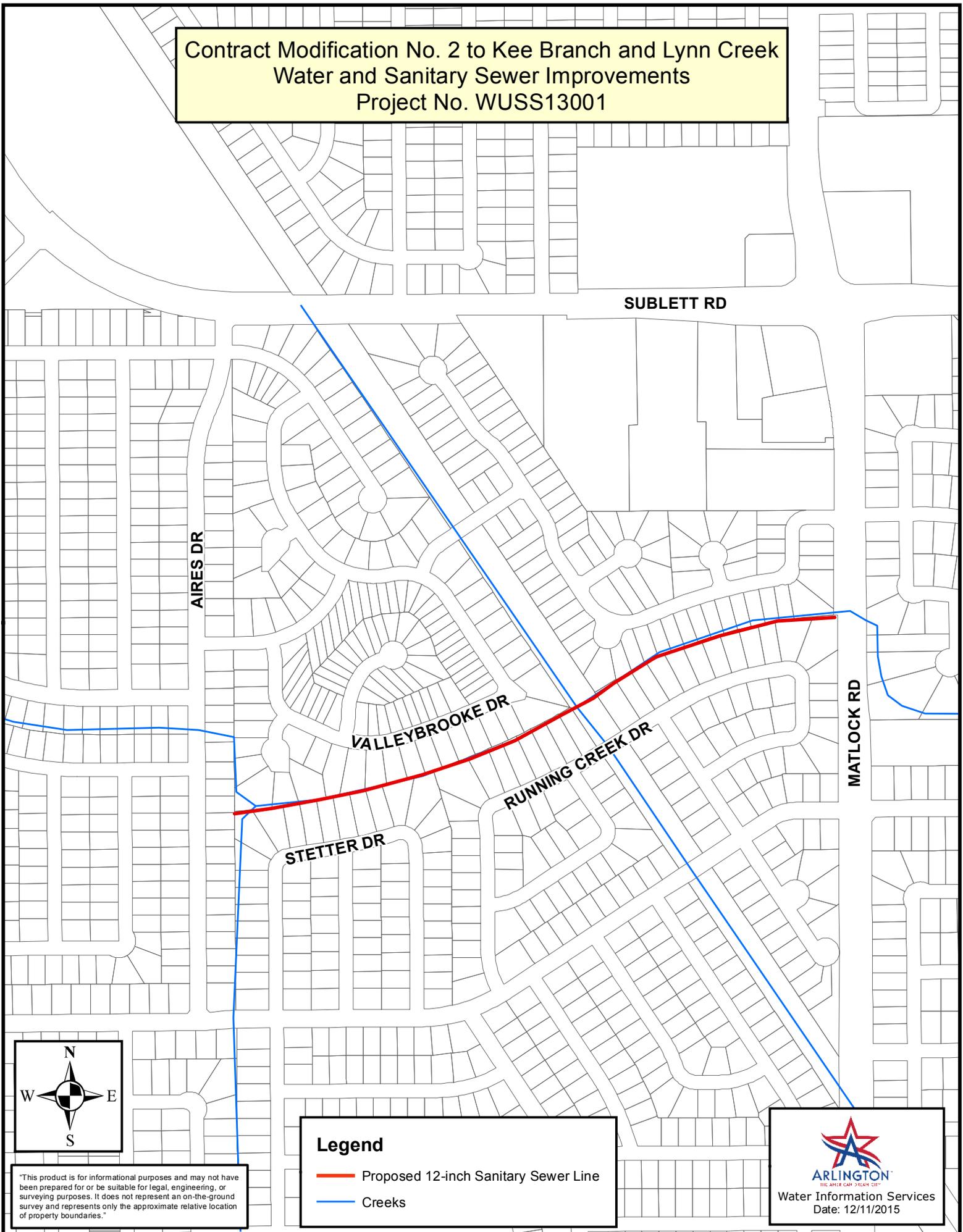
Attachment "A":

Project: Kee Branch Water and Sanitary Sewer Improvements	Project No: WUSS13001
Phase: Construction	Date of Change: 12/22/2015
Commitment: PO02	Change No: CM - 00002
Vendor: RPS	Vendor ID: 16187
Description: Design Contract Modification "2"	

Item #	Description	Unit Price	UOM	Quantity	Change Amount
003	Design – 12" sewer in concrete channel between Matlock and Aries	\$ 1.00	LS	45,167	\$45,167.00

Net Change in Contract Amount	\$45,167.00
Revised Contract Amount	\$634,442.00
Net Change in Contract Days	60
Revised Contract Days	

Contract Modification No. 2 to Kee Branch and Lynn Creek
Water and Sanitary Sewer Improvements
Project No. WUSS13001



Legend

- Proposed 12-inch Sanitary Sewer Line
- Creeks

ARLINGTON
THE AMERICAN DREAM CITY™
Water Information Services
Date: 12/11/2015

"This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries."



Staff Report

Rushmoor Water and Sanitary Sewer Renewal, Project No. WUOP15017	
City Council Meeting Date: 1-26-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the execution of a construction contract with SYB Construction Co., Inc., of Irving, TX, in an amount not to exceed \$811,023.75.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

The project consists of constructing approximately 1,400 linear feet of 8-inch water main and 1,200 linear feet of sanitary sewer main. The improvements will replace aging infrastructure which will reduce maintenance costs and improve service to this area. Once the water and sanitary sewer main improvements are completed, approximately 4,030 square yards of asphalt pavement will be reconstructed by street reclamation.

Date of Bid:	January 12, 2016
Number of Bids Received:	Three
Number of Bids from Arlington Firms:	Zero
Bidder Prequalification:	Yes
Engineer's Estimate:	\$700,000
Range of Bids:	\$811,023.75 to \$1,599,933.00
Low Bid:	\$811,023.75
Recommended Low Bidder:	SYB Construction Co., Inc., of Irving, Texas
Contract Scope:	Construct 1,400 LF of 8-inch Water Main, 1,200 LF of Sanitary Sewer Main, and 4,030 SY Asphalt Street Reclamation
Contract Time:	135 calendar days
Liquidated Damage for Delay:	\$500 per day
Bonus for Early Completion:	\$500 per day

VENDOR	MWBE	TOTAL
SYB Construction Co., Inc.	Yes	\$811,023.75
Jackson Construction, Ltd.	No	\$1,599,933.00
NACC Inc.	N/A	Unresponsive*

*Unresponsive bidder was not prequalified per bid document instructions, therefore the sealed bid was not opened.

FINANCIAL IMPACT

Funding Sources:			
Water Bond Fund	658502-68252-18109205	\$242,634.00	
Sewer Bond Fund	648502-68250-17956204	\$568,389.75	
	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
	\$811,023.75	\$0	\$0

There is no maintenance cost associated with this project during the referenced time period because the contract provides for a two-year maintenance bond.

ADDITIONAL INFORMATION

Attached:	Bid Tab
	Location Map
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

Walter J. Pishkur	Brad Franklin, P.E.
Director of Water Utilities	Assistant Director Water Utilities
817-459-6603	817-459-6632
Buzz.Pishkur@arlingtontx.gov	Brad.Franklin@arlingtontx.gov

BID TABULATION REPORT

Rushmoor Water & Sanitary Sewer Renewal - WUOP15017				SYB Construction Irving, Texas		Jackson Construction Fort Worth, Texas	
Bid Date: January 12, 2016 1:00 p.m.							
MISCELLANEOUS							
ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
101	Mobilization & Bonds	LS	1	\$ 81,000.00	\$ 81,000.00	\$ 72,000.00	\$ 72,000.00
102	Storm Water Pollution Prevention Plan	LS	1	\$ 8,300.00	\$ 8,300.00	\$ 9,500.00	\$ 9,500.00
SUBTOTAL MISCELLANEOUS:				\$ 89,300.00		\$ 81,500.00	

PAVING IMPROVEMENTS							
ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
201	F & I 8-inch Lime Stabilized Subgrade	SY	4,030	\$ 4.40	\$ 17,732.00	\$ 3.50	\$ 14,105.00
202	F & I Hydrated Lime for Stab Subgrade (45 lbs/SY)	TN	91	\$ 184.00	\$ 16,744.00	\$ 180.00	\$ 16,380.00
203	F & I 8-inch Cement Stabilized Subgrade	SY	4,030	\$ 4.05	\$ 16,321.50	\$ 3.50	\$ 14,105.00
204	F & I Type I Portland Cement (30 lbs/SY)	TN	61	\$ 167.00	\$ 10,187.00	\$ 260.00	\$ 15,860.00
205	Pulvermix to a min of 14-inch depth for width of street	SY	3,755	\$ 9.60	\$ 36,048.00	\$ 9.00	\$ 33,795.00
206	Pulvermix to a min of 16-inch depth for width of street	SY	275	\$ 9.80	\$ 2,695.00	\$ 12.00	\$ 3,300.00
207	F & I 2-inch Type "D" HMAC Surface Course for Pvmt	SY	4,030	\$ 11.45	\$ 46,143.50	\$ 18.00	\$ 72,540.00
208	F & I 4-inch Type "B" HMAC Base Course for Pvmt	SY	3,755	\$ 21.35	\$ 80,169.25	\$ 36.00	\$ 135,180.00
209	F & I 6-inch Type "B" HMAC Base Course for Pvmt	SY	275	\$ 30.10	\$ 8,277.50	\$ 48.00	\$ 13,200.00
210	F & I Paving Fabric (Petromat) btwn base and surface	SY	4,030	\$ 3.00	\$ 12,090.00	\$ 8.00	\$ 32,240.00
211	R & R 5-inch Concrete Driveway	SY	150	\$ 66.00	\$ 9,900.00	\$ 150.00	\$ 22,500.00
212	R & R Concrete Curb and Gutter	LF	700	\$ 63.00	\$ 44,100.00	\$ 82.00	\$ 57,400.00
213	R & R Reinforced Concrete Valley Gutter	SY	154	\$ 91.00	\$ 14,014.00	\$ 220.00	\$ 33,880.00
214	R & R 4-inch Reinforced Concrete Sidewalks	SY	178	\$ 58.00	\$ 10,324.00	\$ 130.00	\$ 23,140.00
215	F & I ADA Compliant Barrier Free Ramp	EA	10	\$ 3,050.00	\$ 30,500.00	\$ 1,900.00	\$ 19,000.00
216	F & I Curb Drain (R3262 Nanah Foundry or equal)	EA	4	\$ 180.00	\$ 720.00	\$ 195.00	\$ 780.00
217	R & Reset Existing Mail Box	EA	5	\$ 200.00	\$ 1,000.00	\$ 750.00	\$ 3,750.00
218	F & I Grass Sodding	SY	200	\$ 7.50	\$ 1,500.00	\$ 15.00	\$ 3,000.00
219	Tree Removal (18 inch to 30 inch)	EA	1	\$ 2,600.00	\$ 2,600.00	\$ 3,500.00	\$ 3,500.00
220	Construction Contingency	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
221	R & Reset Existing Brick Mail Box	EA	1	\$ 900.00	\$ 900.00	\$ 2,600.00	\$ 2,600.00
222	F & I 4-inch Type "D" HMAC over compacted subgrade	SY	150	\$ 70.00	\$ 10,500.00	\$ 75.00	\$ 11,250.00
SUBTOTAL PAVING IMPROVEMENTS:				\$ 387,465.75		\$ 546,505.00	

WATER IMPROVEMENTS							
ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
301	F & I 8-inch PVC Water Line C-900 (DR-18)	LF	1,415	\$ 51.50	\$ 72,872.50	\$ 130.00	\$ 183,950.00
302	F & I 6-inch PVC Water Line C-900 (DR-18)	LF	11	\$ 35.00	\$ 385.00	\$ 200.00	\$ 2,200.00
303	F & I Trench Safety Systems for Water Line	LF	1,426	\$ 0.25	\$ 356.50	\$ 2.00	\$ 2,852.00
304	F & I Lead Free Fire Hydrant Assembly	EA	3	\$ 2,725.00	\$ 8,175.00	\$ 5,500.00	\$ 16,500.00
305	Remove and Dispose Existing Fire Hydrant	EA	2	\$ 250.00	\$ 500.00	\$ 700.00	\$ 1,400.00
306	F & I 8-inch Resilient Wedge Gate Valve	EA	8	\$ 1,275.00	\$ 10,200.00	\$ 1,800.00	\$ 14,400.00
307	F & I 6-inch Resilient Wedge Gate Valve	EA	3	\$ 875.00	\$ 2,625.00	\$ 1,700.00	\$ 5,100.00
308	Abandon Existing Gate Valve and Box	EA	5	\$ 150.00	\$ 750.00	\$ 245.00	\$ 1,225.00
309	Install City Furnished 3/4-inch AMI Meter	EA	19	\$ 30.00	\$ 570.00	\$ 380.00	\$ 7,220.00
310	F & I 1-inch Short Water Service	EA	13	\$ 525.00	\$ 6,825.00	\$ 1,400.00	\$ 18,200.00
311	F & I 1-inch Long Water Service	EA	9	\$ 700.00	\$ 6,300.00	\$ 2,300.00	\$ 20,700.00
312	Install City Furnished 1-inch Meter Box	EA	22	\$ 25.00	\$ 550.00	\$ 350.00	\$ 7,700.00
313	Connect to Existing Water Line (6 or 8-inch)	EA	6	\$ 1,350.00	\$ 8,100.00	\$ 4,800.00	\$ 28,800.00
314	Cut and Plug Existing Water Line (6 or 8-inch)	EA	6	\$ 250.00	\$ 1,500.00	\$ 2,200.00	\$ 13,200.00
315	F & I Rock Cushion	TN	30	\$ 22.50	\$ 675.00	\$ 35.00	\$ 1,050.00
316	F & I, Maintain, Temporary Asphalt Pavement Repair	LF	1,500	\$ 13.00	\$ 19,500.00	\$ 63.00	\$ 94,500.00
317	F & I Sod	SY	100	\$ 7.50	\$ 750.00	\$ 15.00	\$ 1,500.00
318	GPS Data	LS	1	\$ 2,700.00	\$ 2,700.00	\$ 2,800.00	\$ 2,800.00
319	Construction Contingency	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
SUBTOTAL WATER IMPROVEMENTS:				\$ 153,334.00		\$ 433,297.00	

BID TABULATION REPORT

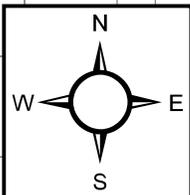
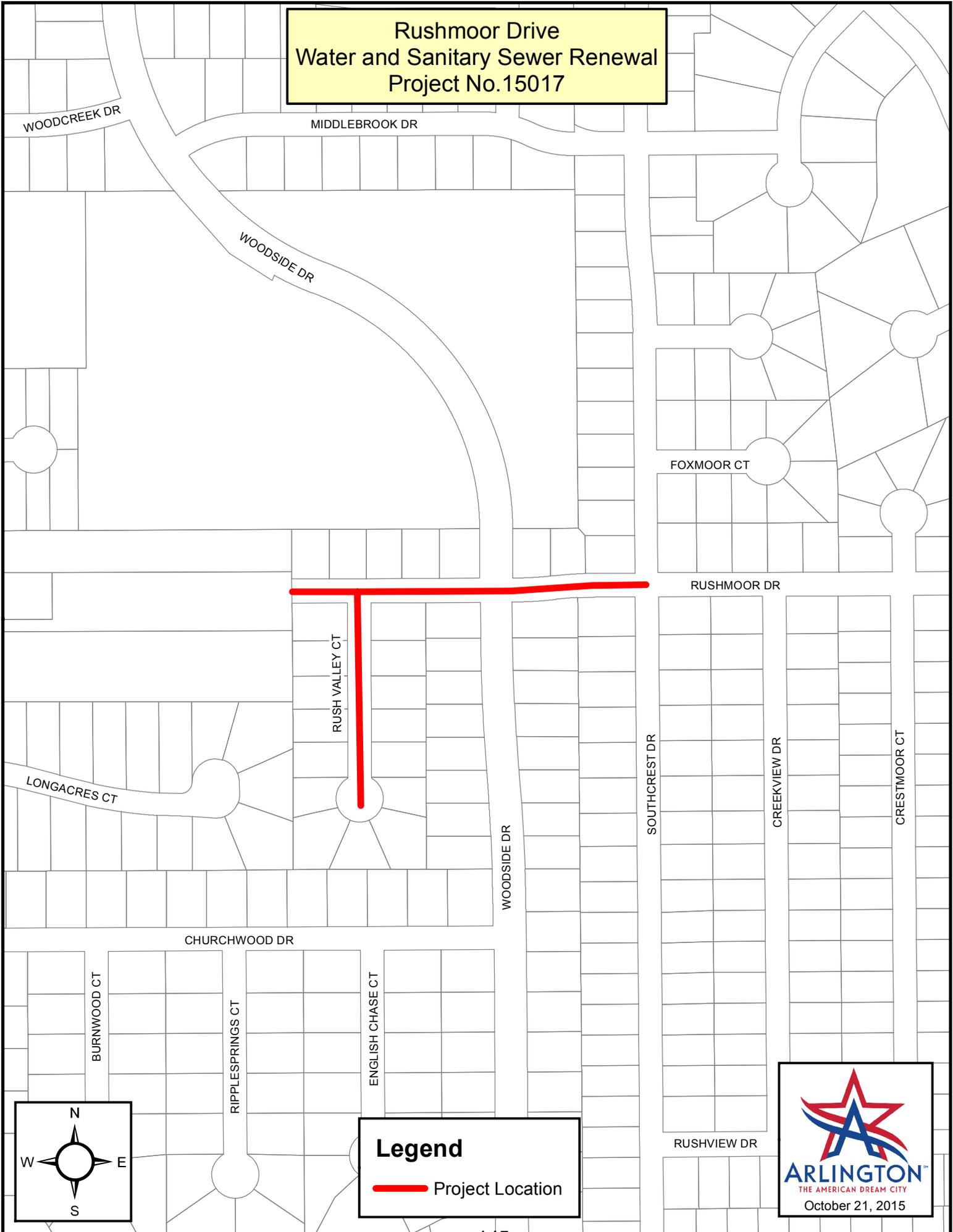
Rushmoor Water & Sanitary Sewer Renewal - WUOP15017 Bid Date: January 12, 2016 1:00 p.m.	SYB Construction Irving, Texas	Jackson Construction Fort Worth, Texas
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SANITARY SEWER IMPROVEMENTS

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
401	F & I 8-inch Sanitary Sewer Line	LF	1,186	\$ 70.50	\$ 83,613.00	\$ 235.00	\$ 278,710.00
402	Trench Safety Systems for Sanitary Sewer Line	LF	1,186	\$ 1.00	\$ 1,186.00	\$ 2.00	\$ 2,372.00
403	F & I Standard 5-foot Diameter Sewer Manhole	EA	1	\$ 5,200.00	\$ 5,200.00	\$ 11,500.00	\$ 11,500.00
404	F & I Standard 4-foot Diameter Sewer Manhole	EA	1	\$ 3,925.00	\$ 3,925.00	\$ 7,000.00	\$ 7,000.00
405	Extra Depth for 5-foot Diameter Manhole	VF	5	\$ 225.00	\$ 1,125.00	\$ 1,050.00	\$ 5,250.00
406	F & I Sanitary 5-foot Outside Sewer Drop Manhole	EA	2	\$ 6,300.00	\$ 12,600.00	\$ 12,500.00	\$ 25,000.00
407	Extra Depth for 5-foot Diameter Drop Manhole	VF	14	\$ 225.00	\$ 3,150.00	\$ 1,150.00	\$ 16,100.00
408	F & I 4-inch SDR-26 PVC SS service (green)	EA	22	\$ 875.00	\$ 19,250.00	\$ 2,400.00	\$ 52,800.00
409	Remove and Dispose Existing Manhole	EA	4	\$ 750.00	\$ 3,000.00	\$ 2,200.00	\$ 8,800.00
410	Abandon Existing Clean out	EA	1	\$ 250.00	\$ 250.00	\$ 749.00	\$ 749.00
411	Adjust Exist MH to Final Grades, incl concrete pad	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 7,200.00	\$ 7,200.00
412	Connect to Existing Sanitary Sewer Line	EA	2	\$ 350.00	\$ 700.00	\$ 2,400.00	\$ 4,800.00
413	Connect to Exist Manhole by coring and rework invert	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 3,800.00	\$ 3,800.00
414	F & I Rock Cushion	TN	30	\$ 22.50	\$ 675.00	\$ 35.00	\$ 1,050.00
415	F & I Temporary Asphalt Pavement Repair	LF	1,500	\$ 21.00	\$ 31,500.00	\$ 68.00	\$ 102,000.00
416	F & I Grass Sodding	SY	100	\$ 7.50	\$ 750.00	\$ 15.00	\$ 1,500.00
417	Construction Contingency	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
SUBTOTAL SANITARY SEWER IMPROVEMENTS:					\$ 180,924.00		\$ 538,631.00

SUBTOTAL MISCELLANEOUS:	\$ 89,300.00			\$ 81,500.00
SUBTOTAL PAVING IMPROVEMENTS:	\$ 387,465.75			\$ 546,505.00
SUBTOTAL WATER IMPROVEMENTS:	\$ 153,334.00			\$ 433,297.00
SUBTOTAL SANITARY SEWER IMPROVEMENTS:	\$ 180,924.00			\$ 538,631.00
TOTAL BASE BID AMOUNT	\$ 811,023.75			\$ 1,599,933.00

Rushmoor Drive
Water and Sanitary Sewer Renewal
Project No.15017



Legend

 Project Location



ARLINGTON
THE AMERICAN DREAM CITY
October 21, 2015



Staff Report

Sole-Source Purchase of an Annual Contract for Software Support and Maintenance of the Public Safety Computer-Aided Dispatch System, Bid Project 16-0065

City Council Meeting Date: 1-26-16

Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the sole-source purchase of an annual contract for software support and maintenance of the Public Safety Computer-Aided Dispatch System with Intergraph Corporation in the estimated amount of \$289,769.78.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This contract is for annual software support and maintenance of the Public Safety Computer-Aided Dispatch (CAD) System used by Police, Fire, and Communication Services. This software is an essential tool in managing emergency service calls and maximizing the effectiveness of response efforts. The contract includes future software upgrades and enhancements, and timely help desk support, 24 hours a day. A reliable communications system is imperative for the management and mitigation of life-threatening incidents; therefore, limiting the risk of damage to life or property with the City of Arlington.

This software support and maintenance contract is only available from Intergraph Corporation of Huntsville, Alabama; therefore, the purchase is exempt from the competitive bidding statutes in accordance with the Texas Local Government Code, Section 252.022(a) 7 as sole-source procurement.

FINANCIAL IMPACT

This is a one-year contract that is reviewed and renewed annually. The projected financial impact for this contract term is as follows:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
\$289,769.78	\$0	\$0

Funds are budgeted in Dispatch Services Maintenance of Software Account No. 900502-63142.

ADDITIONAL INFORMATION

Attachments:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid File
MWBE:	No

STAFF CONTACT(S)

Don Crowson
Fire Chief
817-459-5501

Don.Crowson@arlingtontx.gov

Will Velasco, CPPB
Purchasing Agent
817-459-6302

Will.Velasco@arlingtontx.gov

Mike Finley
Director of Finance
817-459-6345

Mike.Finley@arlingtontx.gov



Staff Report

Memorandum of Understanding for Arlington Landfill Gas Collection and Control System Improvements

City Council Meeting Date: 1-26-16

Document Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to negotiate and execute a Memorandum of Understanding with Republic Waste Services of Texas, Ltd., to complete improvements for the Arlington Landfill Gas Collection and Control System.

PRIOR BOARD OR COUNCIL ACTION

On January 12, 2016, City staff provided to Mayor and City Council an update about the next phase of the City of Arlington Landfill's Gas Collection and Control System.

ANALYSIS

Over time, the Arlington Landfill's Gas Collection and Control System infrastructure has been upgraded as needed to ensure proper functioning and compliance with state permit requirements. The existing system includes a piping network, condensate management system, blower/flare facility, and 117 gas extraction wells.

In order to keep up with existing operations and accommodate operations in the next few years, the need for an additional 32 gas extraction wells, 10 pumps, leachate collection and piping improvements, and new flare has been identified. The total estimated cost for these proposed improvements is approximately \$2.6 million. The City and Republic have agreed to equally split costs.

In addition, Republic has agreed to provide funding for the total estimated amount to undertake and complete the proposed work. The City will then repay its share of the cost, or approximately \$1.3 million, from a future Capital Budget or by modifying the term of Republic's current lease. Reimbursement is due by September 30, 2017, unless the City and Republic are in the process of modifying the lease.

Concurrently, City staff will continue to assess the need for any additional improvements to the Gas Collection and Control System.

FINANCIAL IMPACT

The financial impact is \$1.3 million.

ADDITIONAL INFORMATION

Attached:	Exhibit A: Scope of Work
Under separate cover:	None
Available in the Purchasing Division:	None

STAFF CONTACT(S)

Keith Melton, P.E. Director of Public Works & Transportation 817-459-6553 Keith.Melton@arlingtonx.gov	Nora Coronado Acting Assistant Director, Support Services, Public Works & Transportation 817-459-6564 Nora.Coronado@arlingtontx.gov
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Exhibit A: SCOPE OF WORK

The work to be performed for this Memorandum of Understanding (MOU) for the construction of the Phase 16-1 of Gas Collection and Control System (GCCS) and support infrastructure to operate includes the following items:

Item 1: GCCS Expansion

- The addition of 32 new vertical landfill gas extraction wells in the landfill's East Disposal Area (EDA) including associated lateral piping to connect them into the existing GCCS;
- A new 12-inch diameter cross-header over the EDA waste mass. This new cross-header will act as a backup loop in the gas system to help efficiently distribute flow and vacuum;
- Eight of the new proposed vertical wells and twelve of the existing GCCS vertical wells will be equipped for dual-extraction (both liquids and landfill gas). The costs include the air and condensate lines that will extend from each of these wells to the perimeter lines around the EDA;
- Cost for temporary odor control equipment are included to accommodate the construction event and associated waste disturbance;
- An upgrade to the existing perimeter condensate forcemain around much of the EDA (upgrade from 2-inch to 4-inch forcemain). All of the forcemain will be double-contained outside of the waste limits. This upgrade, which will allow for more than twenty dewatering pumps to operate concurrently, includes isolation valves and cleanout points;
- The costs also include engineering associated with design, construction quality assurance, construction surveying, and record drawing preparation;

Item 2: Perimeter Header Upgrades

- Header upgrades are included around two portions of the EDA perimeter. The new below-grade header pipe is proposed to be 18-inch and 24-inch diameter pipe. This increased pipe size will accommodate the increased flows from the 32 new landfill gas wells and conform to ultimate design needs for these portions of the EDA;
- Multiple flow control valves and header access risers are included in the new piping network for operational control and maintenance needs;

Item 3: Flare Upgrades with Automated Controls

- Replacement of the existing flare with a larger 5,000 cfm flare and automated controls.

**Republic Services of Texas, Ltd.
Phase 16-1 GCCS Cost Estimate**

<i>Item</i>	<i>Description</i>	<i>Materials</i>	<i>Labor</i>	<i>Unit Cost</i>	<i>Total</i>
1	GCCS Expansion				
	Well Installation - 32 Wells: Drilling and Installation with Wellheads	\$ 132,522.00	\$ 248,296.60	\$380,818.60	\$1,224,073.60
	Lateral Line Construction - Materials, Installation and Control Valves	\$ 45,424.00	\$ 202,635.00	\$248,059.00	
	Cross Over Header Line Construction - Materials, Installation and Control Valves	\$ 39,680.00	\$ 72,566.00	\$112,246.00	
	Odor Control - Trenches: Bat Wing Rental and Neutralizer; Well Drilling; Vacuum Boxes	\$ -	\$ 47,700.00	\$ 47,700.00	
	Condensate Extraction - 8 qty for All New Pre-Subtitle D Wells and 12 qty for Existing Pre-Subtitle D Wells	\$ 85,090.00	\$ 63,140.00	\$148,230.00	
	Condensate Forcemain Upgrade - 4" Line to include Materials, Installation and Control Valves	\$ 71,750.00	\$ 42,770.00	\$114,520.00	
	Engineering Costs - Design/ Construction Documents, CQA, Surveying and Record Drawings)	\$ -	\$ 172,500.00	\$172,500.00	
2	Perimeter Header Upgrades				
	24" Line - Materials, Installation and Control Valves	\$ 169,610.00	\$ 116,529.00	\$286,139.00	\$488,555.00
	18" Line - Materials, Installation and Control Valves	\$ 109,580.00	\$ 92,836.00	\$202,416.00	
3	Flare Upgrades w/ Automated Controls				
	Purchase and Installation of 5000 scfm candle stick flare.	\$ 652,470.17	\$ 65,000.00	\$717,470.17	\$717,470.17

Subtotal	\$2,430,098.77
Contingency (5%)	\$121,504.94
Total	\$2,551,603.71

- * Wellfield Estimates prepared by SCS Engineers and do not include any rehabilitation of existing system.
Upgrades to existing system will be covered under separate evaluation.
- * Model projects a flow estimate of 4,570 scfm with a 65% to 75% capture efficiency following system upgrades. Assumes existing infrastructure is fully functional. System design does not guarantee projected capture rate.
- * Flare purchase and construction lead time is 6-8 months per manufacturer and does not include installation.

Staff Report



Specific Use Permit SUP15-8 (Collins-Good News Daycare)	
City Council Meeting Date: 1-26-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance adopting Specific Use Permit SUP15-8.

PRIOR BOARD OR COUNCIL ACTION

On December 16, 2015, the Planning and Zoning Commission recommended approval of SUP15-8 by a vote of 9-0-0 with the following stipulation:

- The applicant shall install an additional 20 shrubs, 18 to 24 inches in height at installation, along the South Collins Street frontage. These plantings may be low maintenance/xeriscape.

On January 12, 2016, City Council approved first reading of SUP15-8 by a vote of 8-0-0.

REQUEST

The applicant requests approval of a specific use permit (SUP) for a day care on a 4.8-acre tract zoned Residential Single-Family 7.2 (RS-7.2); addressed at 1919 South Collins Street, and generally located south of East Lovers Lane and east of South Collins Street.

ANALYSIS

The Unified Development Code defines a Day Care as a facility or area licensed, certified, or registered by the State to provide daytime care, training, education, custody, treatment, or supervision to more than six children, adults, or elderly in a family setting for less than twenty-four hours a day, whether for compensation or not.

This use is allowed by right in multi-family zoning district as well as most of the non-residential zoning districts. However, in single family residential zoning districts, they are only allowed with the approval of a SUP. This is to ensure the use is compatible with the surrounding properties and consistent with the character of the neighborhood. Approval of a SUP may establish reasonable conditions on the operation or location of the business with site upgrades. No deviations to the Unified Development Code (UDC) standards are allowed through a SUP.

The subject site is developed with a 17,000-square-foot church. The site is surrounded by single-family residential uses and zoning on the north, south and west. The property on the east side of the church is undeveloped but is used as ball fields. The site has three points of access, two from South Collins Street and one from Wynn Terrace.

The Site Plan identifies approximately 6,780 square feet within the church building to be used for the day care operation to serve approximately 60 to 70 children. This area includes classrooms, recreational area, cafeteria, kitchen, and restrooms. The site plan shows the entrance canopy for the drop-off and pick-up area for the proposed day care. The site already has a fenced in playground at the back of the church building.

Comprehensive Plan Analysis

The Comprehensive Plan indicates that the subject site is in the Mixed-Use Residential future development area, which is an area surrounded by entertainment, commercial and industrial activity areas. Intended to build on the 2013 New York Corridor Strategy, this area is envisioned to contain a mix of housing types, appropriate neighborhood and

community convenience retail services and specialty stores, along with mixed-use, retail, office, institutional and civic uses.

The proposed day care center will provide a neighborhood and community service that is compatible with the Mixed-Use Residential development area goals. The requested SUP is in conformance with the Comprehensive Plan.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Ordinance with Exhibits A and B
Case Information with P&Z Summary
Applicant's Letter (2 pages)
SUP Site Plan

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

Gincy Thoppil, AICP
Development Planning Manager
Community Development and Planning
817-459-6662
Gincy.Thoppil@arlingtontx.gov

Kevin Charles
Senior Planner
Community Development and Planning
817-459-6515
Kevin.Charles@arlingtontx.gov

Ordinance No. ____

An ordinance approving Specific Use Permit SUP15-8 for a Daycare located at 1919 South Collins Street which is currently zoned Residential Single-Family 7.2 (RS-7.2); amending the Zoning District Map accordingly; authorizing the building official to issue permits upon an effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Specific Use Permit SUP15-8 on December 16, 2015;

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that the use will: complement or be compatible with the surrounding uses and community facilities; contribute to, enhance or promote the welfare of the area of the SUP and adjacent properties; not be detrimental to the public health, safety or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens that the specific use permit be approved. Now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

A specific use permit for a daycare is hereby approved for the property identified as 1919 South Collins Street and being more particularly described in Exhibit A, and the Zoning District Map shall be amended to reflect the change made by this ordinance. Development and use of the property shall be in compliance with this ordinance, the conditions stated in Exhibit B, and the attached site plan. In the event of a conflict between the provisions in Exhibit B and the provisions in any other exhibit, the provisions in Exhibit B control.

2.

If no development activity has commenced on the property described in Exhibit A within two years after the date of City Council approval, the Specific Use Permit shall expire, unless the director of Community Development and Planning grants an extension as provided in Section 10.3.10.B of the Unified Development Code.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the __th day of January, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the __th day of January, 2016, by a vote of ___ayes and __ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

SUP15-8

EXHIBIT "A"

BEING 4.8 acres of land with frontages on South Collins Street and Wynn Terrace and is commonly known as Lots 11A of the F.L. Harris Addition, an addition to the City of Arlington, Texas;

AND being generally located south of East Lovers Lane and east of South Collins Street with the address of the building being identified as 1919 South Collins Street.

SUP15-8

EXHIBIT "B"

1. The zoning of the parcel addressed at 1919 South Collins Street site is Residential Single-Family 7.2 (RS-7.2) and is developed with a church.
2. The Specific Use Permit (SUP) is for a day care to be operated within approximately 6780 square feet of the church building.
3. Twenty shrubs, 18 to 24 inches in height at installation, shall be planted along the South Collins Street frontage. These plantings may be low maintenance/xeriscape.
4. Use and development of the property shall be in compliance with the attached SUP plan (1 page).
5. In the event of a conflict between the provisions in this Exhibit B and any other exhibits to this ordinance, the provisions of Exhibit B control.

Case Information



Applicant/Owner: Good News International Christian Center represented by Dr. Von Peaks

Sector Plan: East

Council District: 5

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Lot 11-A, F.L. Harris Addition.

No previous zoning cases have occurred in the general vicinity within the past five years.

Transportation: The proposed development has two points of access. Both points of access are from South Collins Street and Wynn Terrace.

Thoroughfare	Existing	Proposed
South Collins Street	120-foot, 4-lane divided major arterial	120-foot, 6-lane divided major arterial
Wynn Terrace	60-foot, 2-lane undivided local collector	60-foot, 2-lane undivided local collector

Traffic Impact: The proposed zoning change will increase the average daily trips. The additional trips will not significantly impact the adjacent roadway systems.

Water & Sewer: Water is available from Wynn Terrace and sewer services are available from South Collins Street to the subject site.

Drainage: The site is located in the Johnson Creek drainage basin. No portion of the site is located within a FEMA designated floodplain and no significant drainage impacts are expected.

Fire: Fire Station Number 6, located at 2620 South Collins Street, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

School District: Arlington Independent School District.

The proposed specific use permit request is located in the Arlington Independent School District and has no impact on the schools serving this site.

Case Information



Notices Sent:

Neighborhood
Associations:

ACTION North
Arlington Alliance for Responsible Government
East Arlington Review
Far South Arlington Neighborhood Assn.
Forest Hills HOA
Northern Arlington Ambience
WeCan (West Citizen Action Network)
Arlington ISD
Kennedale ISD
Mansfield ISD
FW ISD
HEB ISD
Arlington Townhome HOA
HANA (Heart of Arlington Neighborhood Assn.)

Property Owners: 74
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: December 16, 2015

Zoning Case SUP15-8 (Good News Daycare – 1919 South Collins Street)

Application for approval of a Specific Use Permit for a Day Care, on approximately 4.8 acres, currently zoned Residential Single-Family 7.2 (RS-7.2).

Present to speak in support of this case was Dr. Von Peaks, 1917 Wellington Court, 76010. Also present in support of this case was Ariel Peaks, 1917 Wellington Court, 76010.

Commissioner Croxton moved to Approve Zoning Case SUP15-8 with the following stipulations regarding landscaping:

- Between the church building and Collins Street, install 20 shrubs of 18 to 24 inches in height
- The shrubs would be xeriscape drought-tolerant species

Seconded by Vice-Chair McAlister, the motion was approved by a vote of 9-0-0.

APPROVED

Itemized Allowable Uses

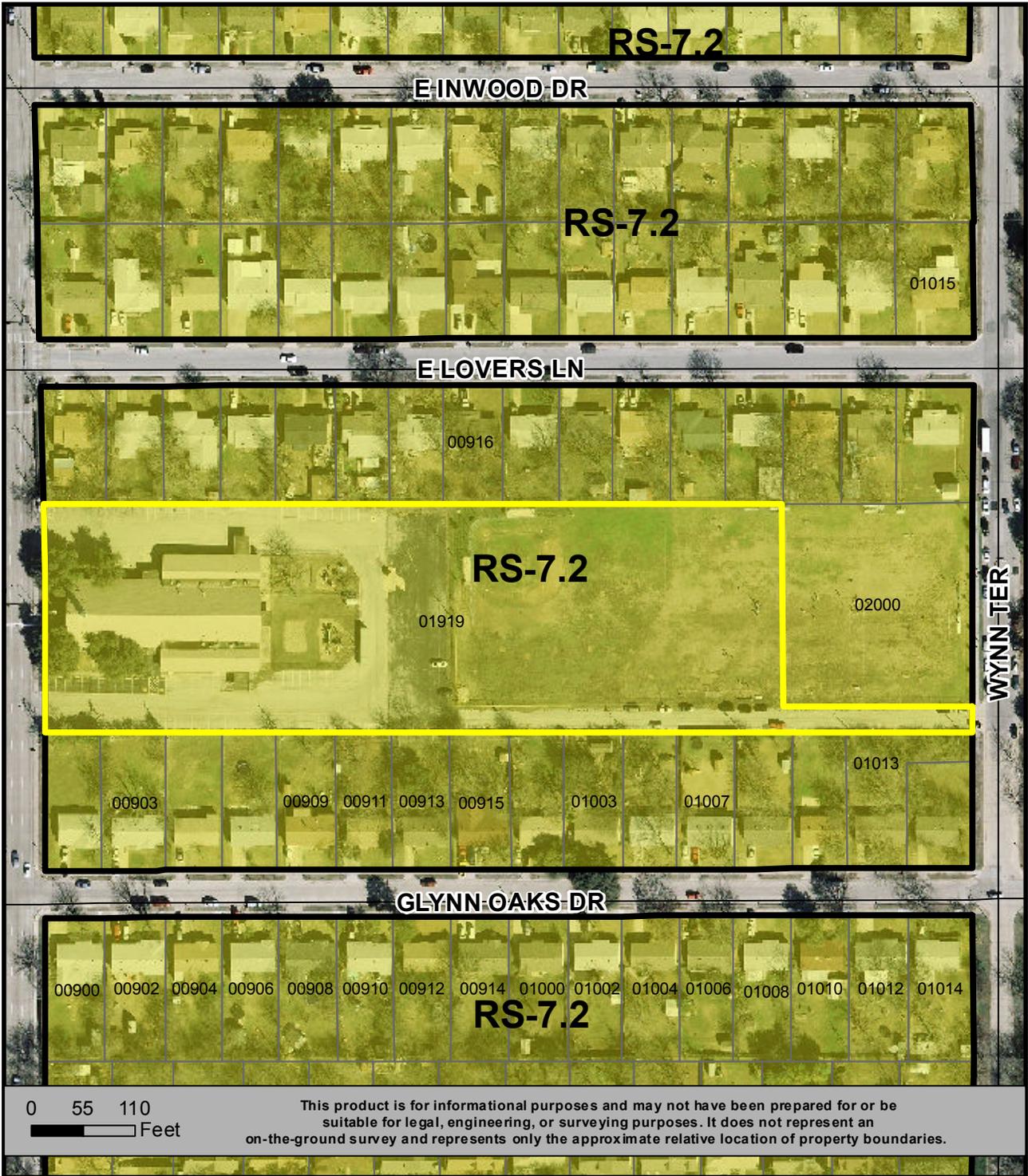


Allowable Uses: RESIDENTIAL SINGLE FAMILY-7.2 (RS-7.2)

Permitted - Dwelling, single-family detached on minimum 7,200 Square Feet, Non-Residential on minimum 15,000 square foot lots, Assisted living facility (≤ 6 residents), Community home for disabled persons, Foster family home, Foster group homes, Government administration and civic buildings, Religious assembly, Public or private school, Community garden, Public park or playground, Golf course, Utility lines, towers or metering station, garage (private), and accessory swimming pool (private).

Specific Use Permit (SUP) - Assisted living facility (≥ 7 residents), Philanthropic institution (other than listed), Bed and breakfast inn, Day care center, Country club, Marina, Airport or landing field, Gas well, Telecommunication Facilities Towers ≤ 75 ft., Stealth towers ≤ 100 ft., Telecommunication Facilities Towers > 75 ft., Stealth towers > 100 ft., Community center (private), and Secondary living unit.

Conditions (C) - Telecommunication Facilities Building-mounted antennae and towers, Accessory building, Alternative energy system, Carport, and Home-based business.



**LOCATION MAP
SUP15-8**

**Specific Use Permit For
Day Care Center**



SUP15-8

South of East Lovers Lane and east of South Collins Street



View of the property across South Collins Street. View west.



View of subject site. View north.



View of subject site. View west.



View of adjacent City property located east of the subject site. View east.

November 3rd 2015

Good News Int'l Christian Center
Daycare

To Whom It May Concern:

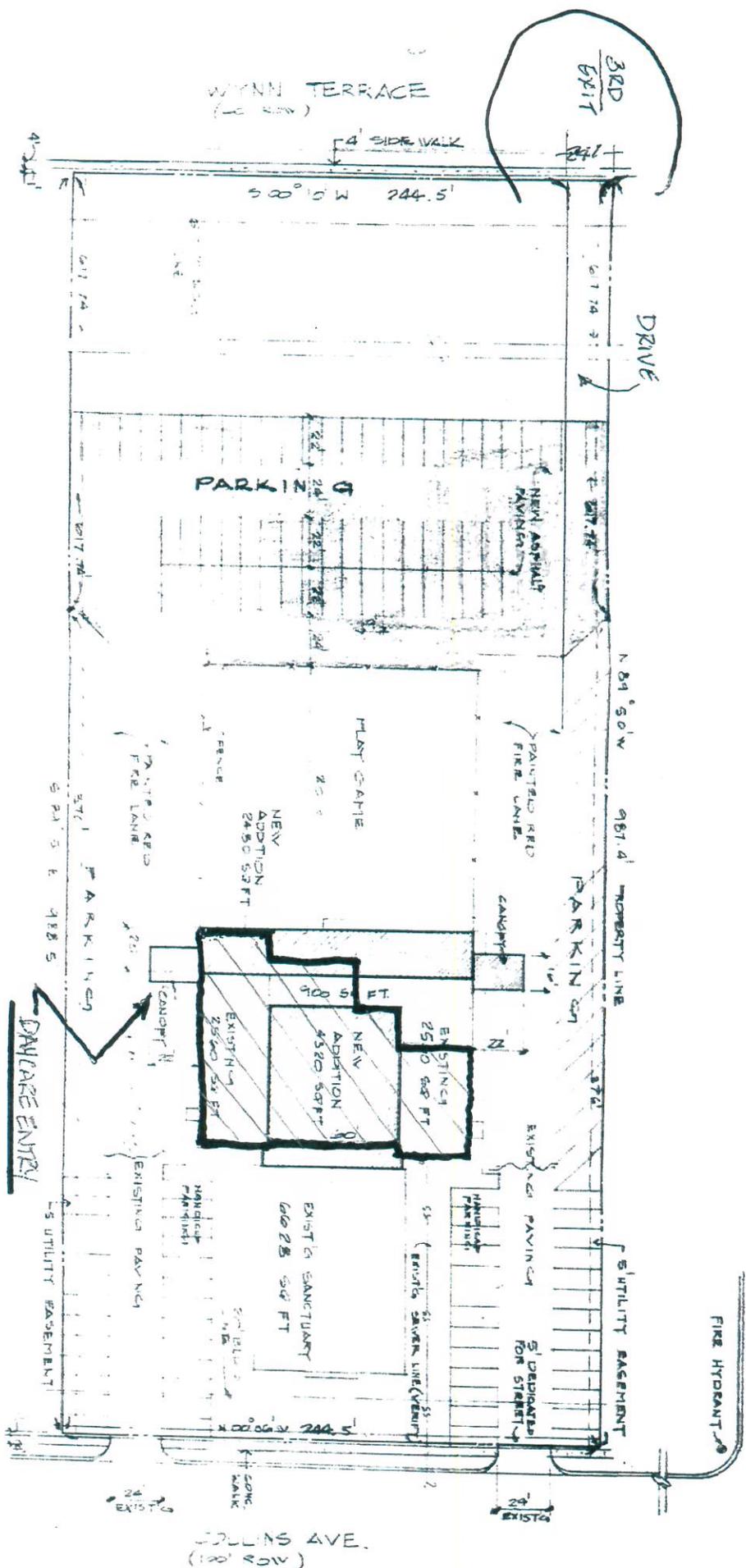
Please receive the attached revised plan that highlights the building area that will host the Daycare. The square footage is approx 6780 which includes 5 restrooms, cafeteria, kitchen, recreational area and classrooms. The outside play is shown and hosts playground equipment from previous daycare and school. In addition we have approx 2.3 more Acker's shown East with baseball and soccer fields.

Per Gincy Thoppi the properties parking is more than sufficient to accommodate parental parking and flow making a traffic circulation plan unnecessary. Daycares allow for drop-off and pickup at all times offsetting complications with other schools and traffic congestion. We will accommodate early drop-offs and late pickups as well. Please also note our third exit and street flowing East to Wynn Terrace Street.

Thank You,

A handwritten signature in blue ink, appearing to read 'Dr. Von Peaks', written over a horizontal line.

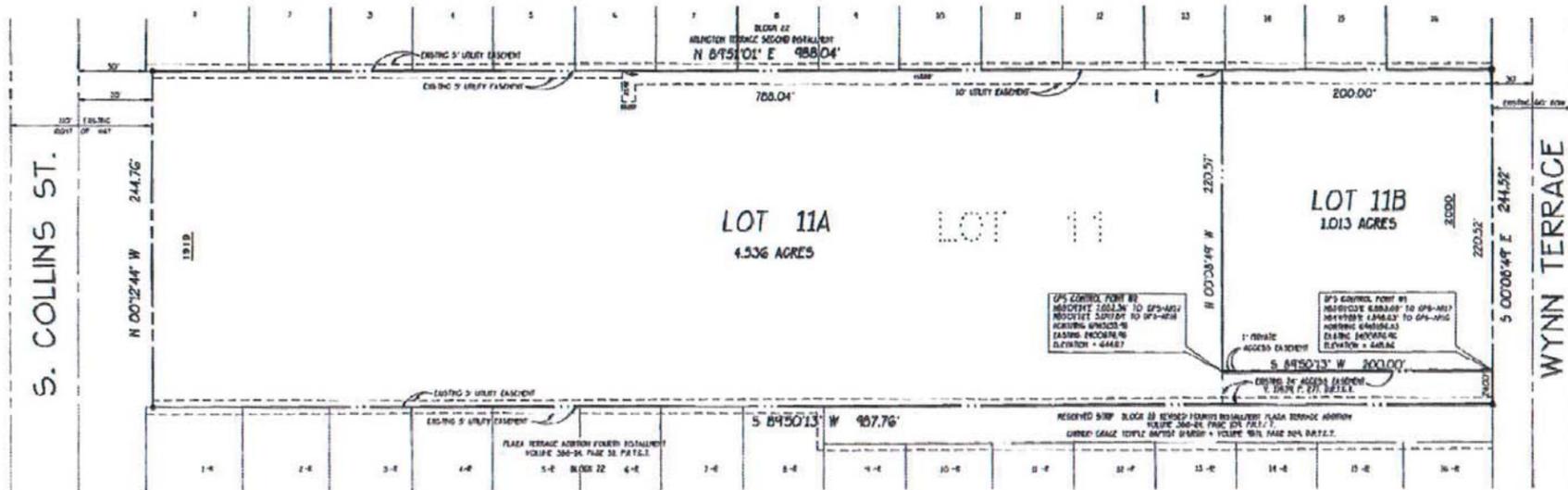
Dr. Von Peaks



PLOT PLAN

SCALE: 1" = 4'-0"

LEGAL
 LOT 11
 F. L. HARRIS ADDITION TO THE CITY OF
 ARLINGTON, TARRANT COUNTY, TEXAS
 PART OF THE F. L. HARRIS SURVEY,
 ABSTRACT NO. 715



STATE OF TEXAS,
 COUNTY OF TARRANT:
 WHEREAS, WE, Grace Temple Baptist Church, acting by and through the undersigned its duly authorized agent, and the City of Arlington, Texas a municipal corporation, acting by and through the undersigned its duly authorized agent, are the sole owners of Lot 11, F.L. Harris Addition to the City of Arlington, Tarrant County, Texas as recorded in Volume 308-139, Page 90, P.R.T.C.T., said ownership are referenced in Volume 3066, Page 497, O.R.T.C.T., and Volume 11439, Page 231, O.R.T.C.T., respectively.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
 THAT, WE, Grace Temple Baptist Church, acting by and through the undersigned its duly authorized agent, and the City of Arlington, Texas, a municipal corporation, acting by and through the undersigned its duly authorized agent, do hereby adopt this plat designating the heretofore described real property as Lot 11A and Lot 11B F.L. Harris Addition to the City of Arlington, Tarrant County, Texas and we do hereby dedicate in the public's use the streets and easements shown thereon.

WITNESS OUR HANDS at _____ County,
 Texas on this the ____ day of _____, 1994.

Carl Willis
 Carl Willis, Pastor
 GRACE TEMPLE BAPTIST CHURCH

Richard E. Greese
 Richard E. Greese, Mayor
 CITY OF ARLINGTON, TEXAS

STATE OF TEXAS:
 COUNTY OF TARRANT:
 BEFORE ME, the undersigned authority on this day personally appeared Richard E. Greese, Mayor of the City of Arlington, Texas, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said municipal corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of June, 1994.

Harmon J. Veselka
 Harmon J. Veselka
 Notary Public in and for the State of Texas

STATE OF TEXAS:
 COUNTY OF TARRANT:
 BEFORE ME, the undersigned authority on this day personally appeared Carl Willis, Pastor of Grace Temple Baptist Church, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said Grace Temple Baptist Church.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of June, 1994.

Harmon J. Veselka
 Harmon J. Veselka
 Notary Public in and for the State of Texas

THIS PLAT FILED BY
 GABRIEL
 SADE
 DATE 6/15/94

SURVEYOR CERTIFICATION
 THIS is to certify that I, Harmon J. Veselka, a Registered Professional Land Surveyor of the State of Texas, having plotted the above subdivision from an actual survey on the ground, and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

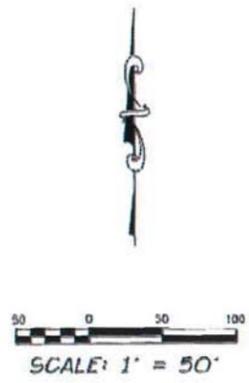
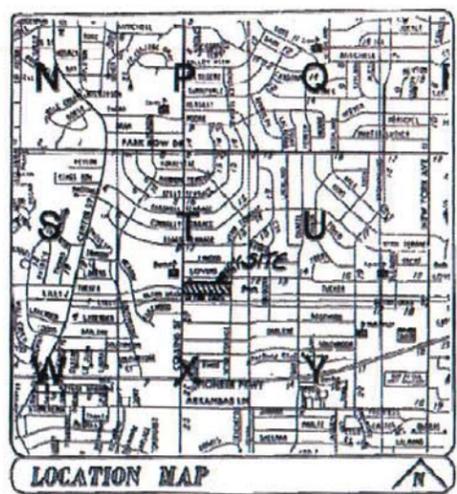
Harmon J. Veselka
 Harmon J. Veselka
 Registered Professional Land Surveyor
 Texas Registration No. 2558

APPROVED: CITY OF ARLINGTON PLANNING AND ZONING COMMISSION
 Date June 15 1994.

Carl M. Moskie
 Chairman of the Planning and Zoning Commission

Shelene
 Secretary of the Planning and Zoning Commission

NOTES:
 1. This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
 2. Visibility triangles shall be provided at all public and private street intersections in accordance with City Ordinance.
 3. This plat does not alter or remove existing deed restrictions or covenants if any on this property.
 4. All landscape material within the visibility triangles shall comply with the visibility ordinance.
 5. The gross acreage of this subdivision is 5.549 acres.



PLAT REVISION
LOT 11A AND LOT 11B
F.L. HARRIS ADDITION
CITY OF ARLINGTON, TARRANT COUNTY, TEXAS
 BEING A REVISION OF LOT 11 OF THE F.L. HARRIS ADDITION AS RECORDED IN VOLUME 388-139, PAGE 90, P.R.T.C.T.
 OWNER: • LOT 11A •
 GRACE TEMPLE BAPTIST CHURCH
 VOLUME 3966, PAGE 497, P.R.T.C.T.
 1919 S. COLLINS ST. ARLINGTON, TEXAS 76010
 274-3721
 OWNER: • LOT 11B •
 CITY OF ARLINGTON, TEXAS
 VOLUME 11439, PAGE 497, P.R.T.C.T.
 P.O. BOX 231 ARLINGTON, TEXAS 76004-0231
 459-6121
 ENGINEER / SURVEYOR:
 VESELKA ENGINEERING CONSULTANTS, INC.
 202 EAST BOKER, SUITE 300, ARLINGTON, TEXAS, 76010
 PHONE (817) 274-8755 FAX (817) 274-8757
 YEG FILE: 94-1163 ACAD FILE: DWG-941163PR
 JUNE 7, 1994

HARRIS, F. L. Lots 11A & 11B

PROJECTED PR 94 0615 000

Staff Report



Zoning Case ZA15-7 (507 North Cooper Street)	
City Council Meeting Date: 1-26-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance adopting Zoning Case ZA15-7.

PRIOR BOARD OR COUNCIL ACTION

On December 16, 2015, the Planning and Zoning Commission recommended approval of ZA15-7 by a vote of 9-0-0.

On January 12, 2016, City Council approved first reading of ZA15-7 by a vote of 8-0-0.

ANALYSIS

Request

The applicant requests to change the zoning on approximately 0.344 acres of land addressed at 507 North Cooper Street. The subject site is generally located north of West Division Street and east of North Cooper Street.

Current zoning: Downtown Neighborhood Overlay – Residential Medium-Density (DNO-RM-12)

Requested zoning: Downtown Neighborhood Overlay – Community Commercial (DNO-CC)

Existing Site Conditions

The subject site was platted in 1954. A single family residential dwelling was constructed on this lot in 1957, and is currently vacant. There is also a detached garage building at the rear of the lot.

Adjacent Land Uses

The site is surrounded on the east and south by one undeveloped parcel, addressed at 505 North Cooper Street. According to historic zoning maps, these two parcels had the same zoning classification, 'Dwelling - Duplex and Townhouse (D)' until 1979. At that time, the parcel addressed at 505 North Cooper Street was rezoned to Local Business (LB), which through zoning code updates, is now classified as CC.

The site to the north is zoned Downtown Neighborhood Overlay – Residential Multi-Family 22 (DNO-RMF-22) and is developed with a multi-family development. The properties across North Cooper Street are not located within the Downtown Neighborhood Overlay, are zoned Residential Medium-Density (RM-12), and are developed with single family residences.

Comprehensive Plan Analysis

Although the DNO is intended to provide residential and mixed use development to support the commercial and office-based uses of the business core, rezoning this property for commercial uses could provide a unique opportunity for a new commercial or mixed-use development in the outer downtown area. There are no current plans for demolition or redevelopment at this site; however, zoning the site for commercial uses (along with the adjacent property at the hard corner of Cooper Street and Houston Street) could make the property more likely to support commercial development.

The 2015 Comprehensive Plan, *99 Square Miles*, contains land use goals for the Downtown / University Neighborhood future development area. This high-intensity area encourages a mix of residential, retail, educational, office, civic, cultural and entertainment uses in the area. Mixed-use buildings are recommended to help maximize the potential of downtown.

The Economic Development Strategy (2014) also highlights the general downtown area for development and redevelopment of high-density, mixed-use and commercial development. The proposed zoning change is in general conformance with the Comprehensive Plan and other relevant plans.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Ordinance with Exhibit A
Case Information with P & Z Summary

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

Gincy Thoppil, AICP
Development Planning Manager
Community Development and Planning
817-459-6662
Gincy.Thoppil@arlingtontx.gov

Bryan Isham
Planner
Community Development and Planning
817-459-6654
Bryan.Isham@arlingtontx.gov

Ordinance No. _____

An ordinance changing the zoning classification on certain property known as 507 North Cooper Street to Downtown Neighborhood Overlay - Community Commercial (DNO-CC); amending the Zoning District Map accordingly; authorizing the building official to issue permits upon the effective date; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case ZA15-7 on December 16, 2015; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals and general welfare of the citizens that the zoning amendment be approved. Now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

The zoning classification of certain property known as 507 North Cooper Street, described in Exhibit A, is hereby changed to Downtown Neighborhood Overlay – Community Commercial (DNO-CC) by the approval of Zoning Case ZA15-7, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance.

2.

The Building Official is hereby authorized and directed to issue permits in compliance with this ordinance immediately after the effective date of this ordinance.

3.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

4.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

5.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

6.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

7.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

8.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

9.

This ordinance shall become effective upon second publication.

PRESENTED AND GIVEN FIRST READING on the ____ day of _____, 201_, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the ____ day of _____, 201_, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

ZA15-7

EXHIBIT "A"

BEING a tract of land out of the S. Davis Survey, Abstract No. 425, in the City of Arlington, Tarrant County, also being all of Lot 1, Rucker Addition, according to the Plat recorded in Volume 388-Z, Page 8, Plat Records of Tarrant County, Texas (PRTCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the east right of way line of North Cooper Street, a variable width right of way, said point also being the northwest corner of herein described Lot 1;

THENCE South 89°56'14" East, departing the east right of way line of North Cooper Street, at a distance of 15.0 feet passing the southwest corner of Lot 5R, Pankhurst Addition, an addition to the City of Arlington, according to the plat recorded in Volume 388-57, Page 125, PRTCT, in all a distance of 150 feet to a point, for corner;

THENCE South 00°05'10" West, a distance of 100 feet with the common line of Lot 1, and Lot 2, Rucker Addition, as recorded in Volume 388-Z, Page 8, PRTCT, to a point, for corner;

THENCE North 89°56'14" West, at a distance of 2.4 feet passing a 1 inch iron pipe found, a total distance of 150 feet to a 60 D nail in the East right of way of North Cooper Street, for corner;

THENCE North 00°05'10" East, a distance of 100 feet to the POINT OF BEGINNING, of the herein described tract of land containing a calculated area of 0.3444 acres (15,000 square feet) of land.

AND being generally located north of West Division Street and east of North Cooper Street, with the approximate address being 507 North Cooper Street.

Case Information



Applicant: Sherry Williams, as Independent Administrator of the Estate of Charles W. Williams, represented by Dan Wright, MAI

Property Owner: Estate of Charles W. Williams

Sector Plan: Central

Council District: 1

Allowable Uses: See attachment ii-1

Development History: The subject site is platted.

No previous zoning cases have occurred in the general vicinity within the past five years.

Transportation: The proposed zoning case has one point of access North Cooper Street.

Thoroughfare	Existing	Proposed
North Cooper Street	90-foot, 6-lane divided Major Arterial	120-foot, 6-lane divided Major Arterial

Traffic Impact: Once a prospective redevelopment plan is presented to the city, a traffic impact analysis may be required to determine the impact with the change in zoning on adjacent roadway systems, according to the Design Criteria Manual.

Water & Sewer: Water and sanitary sewer are available from Cooper Street Right of Way.

Drainage: This site is located in the Johnson Creek drainage basin.

The site has no portion within the FEMA floodplain.

No significant drainage impacts are expected to result from development of this site as long as applicant complies with all relevant city ordinances.

Fire: Fire Station Number 1, located at 401 West Main Street, provides protection to this site. The estimated fire response time is less than five minutes, which is in keeping with recommended standards.

School District: AISD Independent School District.

Case Information



The proposed zoning request is located in the Arlington Independent School District and has no impact on the schools serving this site.

Notices Sent:

Neighborhood Associations:

ACTION North
Arlington Alliance for Responsible Government
Arlington Chamber of Commerce
East Arlington Review
Far South Arlington Neighborhood Assn
Forest Hills HOA
Northern Arlington Ambience
WeCan (West Citizen Action Network)
Arlington ISD
Kennedale ISD
Mansfield ISD
FW ISD
HEB ISD
Central Arlington Property Owners, Inc.
Double Y Wooded Estate Addition
Heart of Arlington Neighborhood Assn
Oak Hill Neighborhood
Old Town Neighborhood Assn
Stratford Court HOA
Town North Neighbors

Property Owners: 16
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: December 16, 2015

Zoning Case ZA15-7 (507 North Cooper Street)

Application to change the zoning on approximately 0.344 acres from Downtown Neighborhood Overlay – Residential Medium-Density (DNO-RM-12) to Downtown Neighborhood Overlay – Community Commercial (DNO-CC).

Present to speak in support of this case was Dan Wright, 8724 CR 612, Mansfield, 76063.

Commissioner Croxton moved to Approve Zoning Case ZA15-7. Seconded by Commissioner Ron Smith, the motion was approved by a vote of 9-0-0.

APPROVED

Itemized Allowable Uses

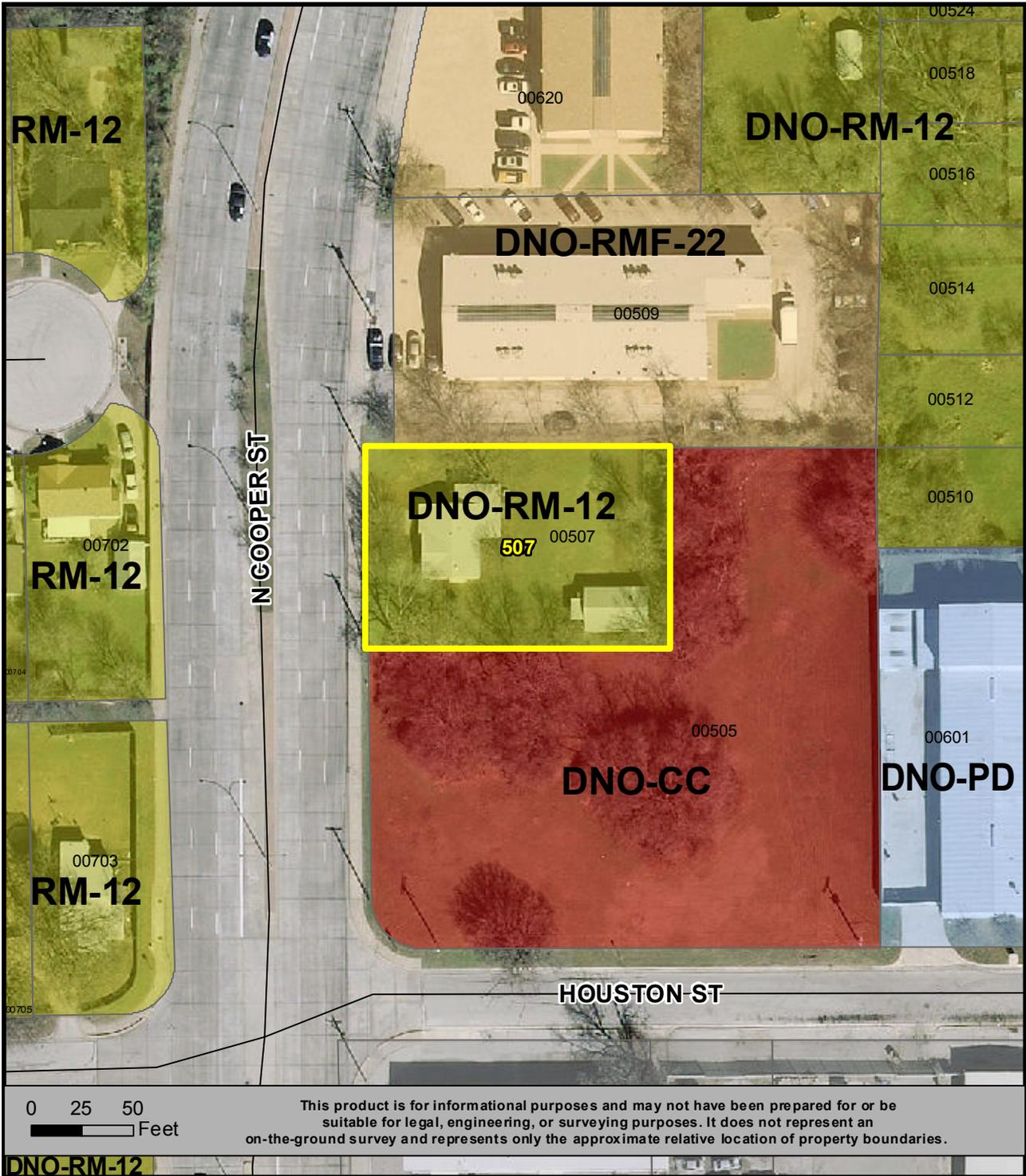


Allowable Uses: Community Commercial "CC"

Permitted – Nursing home, Art gallery or museum, Government administration and civic buildings, Domestic violence shelter, Mortuary/crematory/funeral chapel, Philanthropic institution (other than listed), Religious assembly, Business school, Public or private school, University/college/seminary, Hospital, Medical or dental office or clinic, Cemetery, Community garden, Public park or playground, Crop production, Gasoline sales, Catering service, Restaurant, Restaurant/take-out and delivery only, Office/business or professional, Telemarketing call center, Day care center, Private club/lodge/fraternal, General personal services (other than listed), Massage therapy clinic, Recreation/ indoor (other than listed), Wedding chapel, Country club, Golf course, Major tourist attraction, General retail store (other than listed), Firearm sales, Pawn shop, Second-hand goods store, Swimming pool/spa and accessory sales and service, Medical or scientific research laboratory, Electric utility substation, Radio or TV station or studio, Utility lines, towers or metering station.

Specific Use Permit – Halfway House, Hospital/psychiatric, Hotel/limited service, Residence hotel, Bail bond service, Banquet hall, Billiard parlor, Tattoo parlor, Bowling alley, Bingo hall, Gun range, Night club, Recreation general outdoor (other than listed), Marina, Specialty paraphernalia sales, Wrecker service, Gas well, Transit passenger terminal, Utility installation other than listed, Telecommunication Facilities Towers >75 ft., Stealth towers >100 ft., Self-storage facility.

Conditions – Kennel/commercial, Veterinary clinic, Motor vehicle rental, Financial services, Restaurant with drive-through, Sidewalk café, Hotel/full service, Skating rink, Teen club, Theatre indoor, Building and landscaping materials and lumber sales, Nursery/garden shop or plant sales, Food processing, Custom and craft work, Telecommunication Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.



**LOCATION MAP
ZA15-7**

 **DNO-RM-12 TO DNO-CC**





ZA15-7
DNO-RM-12 to DNO-CC
North of West Division Street and East of North Cooper Street



View of subject site. View east.



View of adjacent lot looking south down Cooper Street. View south.



View of residential property across Cooper Street as seen from the subject site. View west.



View of adjacent multi-family uses located north of the subject site. View north.

Staff Report



Application for a Certificate of Public Convenience and Necessity	
City Council Meeting Date: 1/26/16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance awarding a certificate of Public Convenience and Necessity to Entourage Limo Service to operate a fleet of three vehicles within Arlington’s city limits.

PRIOR BOARD OR COUNCIL ACTION

On January 12, 2016, City Council approved first reading of the ordinance.

ANALYSIS

Council approval by ordinance is required by the Transportation Chapter, Section 3.05.

CHARACTER AND REPUTATION

Entourage Limo Service has submitted all required information. Criminal history background reports have been processed for the listed owner of Entourage Limo Services: Ngo, Tuong VI. There are no findings that would prohibit the owner from obtaining this certificate.

ABILITY TO PERFORM

Entourage Limo Service was established in July 2013, and is requesting authorization to operate a fleet of three vehicles within Arlington’s city limits. Entourage Limo Service is currently authorized to operate within the city of Dallas and the Dallas Fort Worth Airport.

FINANCIAL ABILITY

An un-audited financial statement was provided with the application. Ground Transportation Permitting Office staff researched Dunn and Bradstreet and contacted The Better Business Bureau during the review process. No adverse information was found. Insurance coverage of \$500,000 for each occurrence of bodily injury and property damage is provided through National Liability and Fire Insurance.

OTHER PERTINENT INFORMATION

At this time, there are three limousine companies, and twelve taxi companies operating in Arlington:

A to Z Limo	3 vehicles	Executive Taxi	30 vehicles
Legacy Transportation	4 vehicles	Freedom Taxi	15 vehicles
Ohmeng Limo	3 vehicles	Jet Taxi	50 vehicles
Alamo Taxi	25 vehicles	Ranger Taxi	30 vehicles
Ambassador Taxi	70 vehicles	State Taxi	23 vehicles
Arlington Taxi	4 vehicles	United Taxi	75 vehicles
Cowboy Taxi	50 vehicles	Yellow Taxi	200 vehicles
Eagle Taxi	50 vehicles		

FINANCIAL IMPACT

Annual estimated revenue in the amount of \$967.50 will be received as payment for street use fees, vehicle inspection fees, renewal for Certificate of Public Convenience and Necessity, and limousine driver permit fees.

<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
\$967.50	\$967.50	\$967.50

ADDITIONAL INFORMATION

Attached:	Ordinance
Under separate cover:	None
Available in the City Secretary's Office:	Application for Certificate of Public Convenience and Necessity

STAFF CONTACT(S)

Gilbert Perales	Bob Johnson
Deputy City Manager	Transit Manager
817-459-6111	817-459-6420
Gilbert.Perales@arlingtontx.gov	Bob.Johnson@arlingtontx.gov

Ordinance No. _____

An ordinance granting a Certificate of Public Convenience and Necessity to Entourage Limo Service relative to the operation of a special service transportation vehicle service in Arlington, Texas

WHEREAS, Entourage Limo Service submitted an application for a Certificate of Public Convenience and Necessity to operate a special service transportation vehicle service in the City of Arlington, Texas; and

WHEREAS, the issuance of a Certificate of Public Convenience and Necessity will not impact any existing certificate holders; and

WHEREAS, the City Council of the City of Arlington finds that public convenience and necessity requires the issuance of such a certificate; and

WHEREAS, Entourage Limo Service meets the requirements which would provide proper and adequate special service transportation vehicle service in the best interests of citizens and visitors to the City of Arlington; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That a Certificate of Public Convenience and Necessity is hereby granted to Entourage Limo Service to serve citizens and visitors of the City of Arlington with special service transportation vehicle service commencing the day after passage of this ordinance by second and final reading.

2.

Further, Entourage Limo Service shall comply with all provisions contained within the "Transportation" Chapter of the Code of the City of Arlington, Texas, 1987.

3.

This ordinance shall serve as the Certificate of Public Convenience and Necessity and shall be issued by the Administrator designated in the "Transportation" Chapter at such time as Entourage Limo Service has complied with all of the necessary prerequisites

outlined in Article III, Sections 3.01 and 3.02, of the "Transportation" Chapter of the Code of the City of Arlington, Texas, 1987.

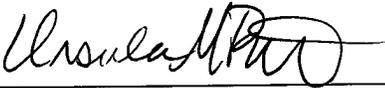
PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 



Staff Report

Ordinance Amending "Administration" Chapter Relative to Membership in the Community Relations Commission	
City Council Meeting Date: 01-26-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance amending the "Administration" Chapter relative to the Community Relations Commission.

PRIOR BOARD OR COUNCIL ACTION

On January 12, 2016, City Council approved first reading of the ordinance.

ANALYSIS

Pursuant to Council direction, an amendment has been drafted to Article 3 Section 3.08 of the "Administration" Chapter of the City Code to change the membership of the Community Relations Commission from nine (9) to up to fifteen (15).

FINANCIAL IMPACT

There is no anticipated financial impact from these revisions.

ADDITIONAL INFORMATION

Attached:	Ordinance
Under separate cover:	None
Available in the City Manager's office:	None

STAFF CONTACT(S)

Gilbert Perales
Deputy City Manager
817-459-6100
gilbert.perales@arlingtontx.gov

David Barber
Assistant City Attorney
817-459-6878
david.barber@arlingtontx.gov

Ordinance No. _____

An ordinance amending the “Administration” Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article III, entitled Boards, Commissions and Departments, by the amendment of Section 3.08, Community Relations Commission at subsection (A), Membership; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after publication

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That the “**Administration**” Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of Article III, Boards, Commissions and Departments, **Section 3.08, Community Relations Commission**, Subsection (A), Membership, so that said subsection shall be and read as follows:

- A. Membership. There shall be a Community Relations Commission consisting of up to fifteen (15) members. Members shall be confirmed by majority vote of the City Council. Said members shall be citizens of the City of Arlington whose race, gender and ethnicity closely mirror the race and ethnicity categories defined by the U.S. Census. Members shall serve for a term of two (2) years from the 1st day of July of the year of their appointment. Vacancies on the Commission shall be filled in the same manner as hereinabove prescribed, and vacancy appointments shall be for the duration of the term of the position being vacated. The Commission shall be presided over by one (1) of its members, who shall be appointed by the Mayor with the consent of the majority of the City Council.

2.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Five Hundred and No/100 Dollars (\$500) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be

inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

4.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

5.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

6.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

7.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

8.

This ordinance shall become effective ten (10) days after first publication as described above.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 



Staff Report

Authorize the Request for Proposal (RFP) Procurement Method For Employee Benefit Plan Administration and Insurance Services, Bid Project 16-0042

City Council Meeting Date: 1-26-16

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Request for Proposal (RFP) procurement method for employee benefit plan administration and insurance services.

PRIOR BOARD OR COUNCIL ACTION

As of September 1, 2007, the 80th Legislature of the State of Texas amended Chapter 252 of the Texas Local Government Code to require a municipality's governing body to approve using a procurement method other than competitive sealed bidding for goods and services. Prior to the change in law, the determination of the best method of procurement for goods and services was made by staff.

ANALYSIS

Upon City Council approval, an RFP will be issued to solicit responses from various firms experienced with employee benefit plan administration and insurance services. City staff has determined that soliciting employee benefit plan administration and insurance services using the RFP method, will be in the best interest of, and best value for the City by allowing for negotiation of both price and contract terms. Negotiation is the key to ensuring that the City control cost without sacrificing service quality.

FINANCIAL IMPACT

The financial impact cannot be determined until a contract has been negotiated. This information will be provided to City Council when the negotiated contract is presented for approval.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the Purchasing Division:	None

STAFF CONTACT(S)

Kari Zika
Director Human Resources
817-575-8987
Kari.Zika@arlingtontx.gov

Janice Hughes, CPPB
Sr. Purchasing Agent
817-459-6304
Janice.Hughes@arlingtontx.gov

Mike Finley
Director of Finance
817-459-6345
Mike.Finley@arlingtontx.gov

Resolution No. _____

A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for employee benefit plan administration and insurance services

WHEREAS, Chapter 252 of the Texas Local Government Code requires the approval of a municipality’s governing body to use a procurement method other than competitive sealed bidding for goods and services; and

WHEREAS, the City desires to issue competitive sealed proposals to solicit responses from various firms experienced with providing employee benefit plan administration and insurance services; and

WHEREAS, negotiation will ensure that the City controls cost without sacrificing service quality; and

WHEREAS, competitive sealed proposals allow for negotiation of both price and contract terms after proposals are submitted; and

WHEREAS, the competitive sealed proposal method is in the best interest of and best value to the City; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Council hereby finds that the competitive sealed proposal (Request for Proposal) procurement method provides the best value for the City relative to the procurement of employee benefit plan administration and insurance services, and hereby authorizes the City Manager or his designee to proceed with such procurement.

PRESENTED AND PASSED on this the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Marten



Staff Report

Authorize the Request for Proposal (RFP) Procurement Method For Fleet Maintenance Services Contract, Bid Project 16-0061	
City Council Meeting Date: 1-26-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Request for Proposal (RFP) procurement method for fleet maintenance services contract.

PRIOR BOARD OR COUNCIL ACTION

As of September 1, 2007, the 80th Legislature of the State of Texas amended Chapter 252 of the Texas Local Government Code to require a municipality's governing body to approve using a procurement method other than competitive sealed bidding for goods and services. Prior to the change in law, the determination of the best method of procurement for goods and services was made by staff.

ANALYSIS

The fleet maintenance services contract with Centerra Integrated Services, Inc. expires on September 30, 2016. Upon approval, the City will issue a Request for Proposals (RFP) to solicit responses from firms experienced with providing vehicle maintenance, repair and related services. Currently, the City's fleet contains a wide range of vehicles including autos, trucks, heavy construction equipment, fire engines, and many other special utility vehicles which will all be covered by the contract. The City seeks innovative and responsive proposals that will:

- maintain the fleet in peak operating efficiency
- keep costs down, both for regular scheduled maintenance (target costs) and unanticipated repairs (non-target charges)
- reduce the adverse impacts of equipment downtime
- recognize the age of the City's fleet and the current vehicle replacement schedule
- allow flexibility
- provide long-term service stability.

An RFP allows for negotiation of both price and contract terms after proposals are submitted. Negotiation is the key to ensuring that the City controls costs without sacrificing service quality. It is the determination of staff that soliciting the fleet contract using the RFP method will be in the best interest of and best value to the City.

FINANCIAL IMPACT

The financial impact cannot be determined until a contract has been negotiated. This information will be provided to City Council when the negotiated contract is presented for approval.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the Purchasing Division:	None

STAFF CONTACT(S)

Keith Melton, P.E.
 Director of Public Works
 817-459-6553
Keith.Melton@arlingtontx.gov

Will Velasco, CPPB
 Purchasing Agent
 817-459-6302
Will.Velasco@arlingtontx.gov

Mike Finley
 Director of Finance
 817-459-6345
Mike.Finley@arlingtontx.gov

Resolution No. _____

A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for a fleet maintenance services contract

WHEREAS, Chapter 252 of the Texas Local Government Code requires the approval of a municipality’s governing body to use a procurement method other than competitive sealed bidding for goods and services; and

WHEREAS, the City desires to issue competitive sealed proposals to solicit responses from various firms experienced with providing vehicle maintenance, repair and related services; and

WHEREAS, negotiation will ensure that the City controls cost without sacrificing service quality; and

WHEREAS, competitive sealed proposals allow for negotiation of both price and contract terms after proposals are submitted; and

WHEREAS, the competitive sealed proposal method is in the best interest of and best value to the City; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Council hereby finds that the competitive sealed proposal (Request for Proposal) procurement method provides the best value for the City relative to the procurement of a fleet maintenance services contract, and hereby authorizes the City Manager or his designee to proceed with such procurement.

PRESENTED AND PASSED on this the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Martin



Staff Report

Authorize the Request for Proposal (RFP) Procurement Method for Audit Software System, Bid Project 16-0019

City Council Meeting Date: 1-26-16

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Request for Proposal (RFP) procurement method for an audit management software system for the City Auditor's Office.

PRIOR BOARD OR COUNCIL ACTION

As of September 1, 2007, the 80th Legislature of the State of Texas amended Chapter 252 of the Texas Local Government Code to require a municipality's governing body to approve using a procurement method other than competitive sealed bidding for goods and services. Prior to the change in law, the determination of the best method of procurement for goods and services was made by staff.

ANALYSIS

Upon City Council approval, an RFP will be issued to solicit responses from various firms experienced with providing audit software for tracking audits.

An audit management software system will benefit the City Auditor's Office by streamlining the audit management process. The automated solution will help maintain required audit documentation; improve tracking of audit issues; streamline report development; monitor time keeping; and refine overall workflow efficiencies.

City staff has determined that soliciting an audit software system for the Audit office using the RFP method, will be in the best interest of, and best value for the City by allowing for negotiation of both price and contract terms. Negotiation is the key to ensuring that the City control cost without sacrificing service quality.

The departmental request for an audit software system was accepted as part of the FY2016 IT project governance review process and recommended to move forward for consideration during the budget process.

FINANCIAL IMPACT

The financial impact cannot be determined until a contract has been negotiated. This information will be provided to City Council when the negotiated contract is presented for approval.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the Purchasing Division:	None

STAFF CONTACT(S)

Dennis John Chief Information Officer 817-459-6704 Dennis.John@arlingtontx.gov	Lori Brooks City Auditor 817-459-6243 Lori.Brooks@arlingtontx.gov
Janice Hughes, CPPB Sr. Purchasing Agent 817-459-6304 Janice.Hughes@arlingtontx.gov	Mike Finley Director of Finance 817-459-6345 Mike.Finley@arlingtontx.gov

Resolution No. _____

A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for an audit management software system for the City Auditor’s Office

WHEREAS, Chapter 252 of the Texas Local Government Code requires the approval of a municipality’s governing body to use a procurement method other than competitive sealed bidding for goods and services; and

WHEREAS, the City desires to issue competitive sealed proposals to solicit responses from various firms experienced with providing audit software for tracking audits; and

WHEREAS, negotiation will ensure that the City controls cost without sacrificing service quality; and

WHEREAS, competitive sealed proposals allow for negotiation of both price and contract terms after proposals are submitted; and

WHEREAS, the competitive sealed proposal method is in the best interest of and best value to the City; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Council hereby finds that the competitive sealed proposal (Request for Proposal) procurement method provides the best value for the City relative to the procurement of an audit management software system for the City Auditor’s Office, and hereby authorizes the City Manager or his designee to proceed with such procurement.

PRESENTED AND PASSED on this the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Marten



Staff Report

Clean Water State Revolving Fund - Filing of Application and Designation of Authorized Representative	
City Council Meeting Date: 01-26-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing an increase of \$41,700 from the original \$2,398,000 in financial assistance from the Texas Water Development Board ("TWDB"). Total financial assistance awarded by TWDB is \$2,439,700.

PRIOR BOARD OR COUNCIL ACTION

On October 27, 2015, Council approved Resolution 15-270 authorizing the filing of an application for financial assistance in an amount not to exceed \$2,398,000 from the Clean Water State Revolving Fund of the Texas Department of Board.

ANALYSIS

On March 2, 2015, Arlington Water Utilities department submitted a Project Information Form to TWDB in order to be considered for ranking and inclusion on the fiscal year 2016 CWSRF Intended Use Plan. The Intended Use Plan includes a priority list of projects rated and ranked in accordance with Administrative Rule, Chapter 371.19. The priority list is used to invite the submittal of applications for financial assistance in priority ranking order. On August 26, 2015, Arlington Water Utilities department received a notification of availability of funding and an invitation to submit an application from the TWDB.

Arlington Water Utilities department is requesting approval to accept additional funding from CWSRF in the amount of \$41,700, for a total of \$2,439,700 to continue with the replacement of the wastewater collection system. The loan includes \$359,700 in loan forgiveness and is offered at an interest rate of 1.55 percent below market for the remaining amount. The reduced rate will save Arlington Water Utilities department approximately \$375,000 in interest costs over the life of the loan.

FINANCIAL IMPACT

The issuance of this debt will not require a water or wastewater rate increase.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Walter J. Pishkur Director of Water Utilities 817-459-6603 Buzz.Pishkur@arlingtontx.gov	Medria Browhow Water Utilities Financial Administrator 817-459-6810 Medria.Browhow@arlingtontx.gov
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Resolution No. _____

A resolution authorizing the filing of an application for additional financial assistance in the amount of \$41,700 from the Clean Water State Revolving Fund of the Texas Water Development Board

WHEREAS, the City of Arlington hereby finds and determines that there is an urgent need for the City to construct improvements to the City's sanitary sewer system; and

WHEREAS, such capital improvements cannot be reasonably financed unless financial assistance is obtained from the Texas Water Development Board; and

WHEREAS, on October 27, 2015, the City Council approved Resolution No. 15-270 authorizing the filing of an application for financial assistance in an amount not to exceed \$2,398,000 from the Clean Water State Revolving Fund (CWSRF) of the Texas Water Development Board, and designating an authorized representative for the purpose of furnishing information and executing documents as may be required in connection with the preparation and filing of the application; and

WHEREAS, the Arlington Water Utilities department desires to obtain additional funding from the CWSRF in the amount of \$41,700, for a total of \$2,439,700, to continue with the replacement of the wastewater collection system; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking additional financial assistance in the amount of \$41,700 from the Clean Water State Revolving Fund to continue with the replacement of the wastewater collection system.

II.

That Walter Pishkur, Director of Water Utilities, is hereby designated the authorized representative of the City of Arlington for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for additional financial assistance and complying with the rules of the Texas Water Development Board.

III.

That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City of Arlington before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor

Engineer

Bond Counsel

Estrada Hinojosa & Company, Inc. 1717 Main Street, Suite 4700 Dallas, Texas 75201 Mr. Dave Gordon Dgordon@ehmuni.com (214) 658.1670	RPS 2777 North Stemmons Fwy, Suite 1102 Dallas, Texas 75207 Mr. Wayne Hunter P.E. Wayne.Hunter@rpsgroup.com (214) 951.0807	Bracewell & Giuliani LLP 1445 Ross Ave., Suite 3800 Dallas, Texas 75202 Ms. Julie Partain Julie.Partain@bgllp.com (214) 758.1606
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PRESENTED AND PASSED on this the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY *Eddie Martin*

Staff Report



First Interlocal Agreement Renewal and Amendment with Arlington Independent School District and Tarrant County College (Includes Joint Funding for AISD Fire Academy Lieutenant)	
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City Council Meeting Date: 1/26/16	Document Being Considered: Resolution
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RECOMMENDATION

Approve amending Resolution 15-185 authorizing the first renewal of the Interlocal Agreement with the Arlington Independent School District (AISD) and Tarrant County College District (TCC) for AISD Fire Academy and for the Fire Department to receive partial funding for a Fire Lieutenant assigned to coordinate the AISD Fire Academy. Approve amending the reimbursement amount to \$75,000 for this contract period.

PRIOR BOARD OR COUNCIL ACTION

On September 16, 2014, the City Council approved Resolution 14-225 approving a one year Interlocal Agreement with two renewals between AISD, TCC and the Fire Department to receive partial funding for a Fire Lieutenant to coordinate the AISD Fire Academy.

On August 25, 2015, the City Council approved Resolution 15-185 approving a renewal of the Interlocal Agreement between AISD, TCC and the Fire Department to receive partial funding for a Fire Lieutenant to coordinate the AISD Fire Academy in the amount of \$76,500.

ANALYSIS

Due to the growth of the AISD Fire Academy, the Arlington Independent School District (AISD) and the Arlington Fire Department (AFD) are requesting the services for the 2015-2016 school year of a Fire Lieutenant in a full-time capacity, jointly funded by AISD and AFD with annual renewals.

Under general direction, the Lieutenant would manage Fire Department activities in order to promote a positive and encouraging learning environment for public school students. The position will require the officer to maintain a cooperative partnership between the Arlington Fire Department, Tarrant County College (TCC) and Arlington Independent School District (AISD). Duties will include coordinating public school education programs; developing Fire Academy curricula; managing instructor scheduling; maintaining accurate records and evaluation documents; and developing positive relationships with students, family members, and faculty of public schools. The Lieutenant will also work closely with Fire Training Staff to coordinate, facilitate, and instruct other educational classes. Tarrant County College (TCC) and Arlington Independent School District (AISD) have separately approved a funding amount for the 2015-2016 school year in the amount of \$75,000 for the Fire Lieutenant position. It is the intention of the parties to increase the renewal amount for the next school year.

FINANCIAL IMPACT

The Arlington Independent School District will pay the Arlington Fire Department \$75,000 for the AISD Fire Academy Coordinator. Payments will be made monthly beginning October 2015 through July 2016. Payments represent 67.99% of the cost of the AISD Lieutenant; which is approximately equivalent to the 10-month school year.

ADDITIONAL INFORMATION

Attached: Agreement
Resolution

Under separate cover: None

Available in the City Secretary's Office: None

STAFF CONTACT(S)

Don Crowson
Fire Chief
817-459-5501
don.crowson@arlingtontx.gov

David Stapp
Assistant Chief
817-459-5503
david.stapp@arlingtontx.gov

Resolution No. _____

A resolution amending Resolution No. 15-185 authorizing the execution of the First Interlocal Agreement Renewal and Amendment with Arlington Independent School District (AISD) and Tarrant County College District (TCC) relative to the AISD Fire Academy

WHEREAS, on September 16, 2014, the City Council approved Resolution No. 14-225 authorizing a one year Interlocal Agreement with two renewals between AISD, TCC and the Arlington Fire Department relative to the AISD Fire Academy; and

WHEREAS, on August 25, 2015, the City Council approved Resolution No. 15-185 authorizing the First Interlocal Agreement Renewal and Amendment (Renewal) with AISD and TCC relative to the AISD Fire Academy; and

WHEREAS, the Renewal approved partial funding in the amount of \$76,500 from AISD for a Fire Lieutenant to coordinate the AISD Fire Academy for the 2015-2016 school year; and

WHEREAS, TCC and AISD have separately approved a funding amount for the 2015-2016 school year in the amount of \$75,000 for the Fire Lieutenant position; and

WHEREAS, the City desires to amend Resolution No. 15-185 to change the funding amount from AISD from \$76,500 to \$75,000; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That Resolution No. 15-185 is hereby amended at Section II so that said Section II shall be and read as follows:

"II.

That the City Manager or his designee is hereby authorized to execute the First Interlocal Agreement Renewal and Amendment with Arlington Independent School District and Tarrant County College District relative to the AISD Fire Academy and partial funding for a Fire Lieutenant assigned to coordinate the AISD Fire Academy.

AISSD will pay the Arlington Fire Department \$75,000 for the AISSD Fire Academy Coordinator. Payments will be made monthly beginning October 2015 through July 2016."

III.

A substantial copy of the Agreement is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the ____ day of _____, 2016, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY 

THE COUNTY OF TARRANT § FIRST INTERLOCAL AGREEMENT
RENEWAL AND AMENDMENT

THIS INTERLOCAL AGREEMENT RENEWAL AND AMENDMENT is made and entered into this _____ day of _____, 2016, by and between the Tarrant County College District (hereinafter referred to as "TCCD"), a Texas political subdivision of higher education , on behalf of Tarrant County College Northwest Campus (hereinafter referred to as "College"), Arlington Independent School (hereinafter referred to as "Arlington ISD"), pursuant to the authority granted in compliance with section 29.908 of the Education Code, and the City of Arlington on behalf of the Arlington Fire Department (hereinafter referred to as AFD),

WITNESSETH:

WHEREAS, the Agreement effective as of January 12, 2015 (hereinafter referred to as "the Agreement") provides for a fire academy that furnishes curriculum and training for a Fire Academy and Emergency Medical Technician courses serving grades 11-12; and

WHEREAS, the Agreement's original terms expires on December 31, 2015 unless it is renewed prior to the expiration of the original term; and

WHEREAS, parties desire to renew the Contract to allow for renewal for the first of two possible one year renewals; NOW THEREFORE,

In consideration of the foregoing, and for other good and valuable consideration, the parties agree as follows:

I.

The parties agree to exercise the first renewal of the Agreement and the term of the Agreement is amended to expire on December 31, 2016.

Except as amended herein the terms of this renewal shall be the same as the original Agreement and is amended to be incorporated herein as if written word for word. The terms and conditions of the Contract as amended shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in the renewal and the Agreement as modified, this renewal shall govern and control.

The amended renewal shall commence on the day first written above and continue in full force and effect until termination in accordance with its provisions.

IN WITNESS WHEREOF, the parties hereto execute this modification.

ATTEST:

CITY OF ARLINGTON, TEXAS

Mary W Supino, City Secretary

Theron Bowman
Deputy City Manager

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

By:_____

Staff Report



First Amended and Restated Tax Abatement and 380 Grant Agreement with Ricos Products Company, Inc.

City Council Meeting Date: January 26, 2016	Documents Being Considered: Resolution
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RECOMMENDATION

Consider a resolution authorizing the execution of the First Amended and Restated Tax Abatement Agreement and 380 Grant Agreement by and between Ricos Products Company Inc. and the City of Arlington, Texas, relative to added real and business personal property generated as a result of Ricos' relocation to 3011 Pinewood, within Reinvestment Zone Number Thirty-Seven.

PRIOR BOARD OR COUNCIL ACTION

On August 20, 2013, City Council approved the second and final reading of the ordinance designating Reinvestment Zone Number Thirty-Seven (RIZ #37) on the property at 3011 Pinewood Drive; and approved Resolution No. 13-214 authorizing the execution of a Tax Abatement Agreement by and between Ricos Products Company Inc. and the City of Arlington.

On August 6, 2013, City Council held a public hearing and approved the first reading of the ordinance designating Reinvestment Zone Number Thirty-Seven (RIZ #37) on the property at 3011 Pinewood Drive.

City Council was initially briefed on this project on May 21, 2013.

ANALYSIS

The subject request is for consideration of a resolution that will authorize the execution of an Amended and Restated Tax Abatement Agreement and Chapter 380 Agreement for added value to the property at 3011 Pinewood Drive.

In June, 2013, Ricos Products Company purchased the existing 100,000 sq. ft. building within the Great Southwest Industrial District, making a \$6.2 million investment through the building purchase, renovations, and the addition of new manufacturing equipment. City Council approved the creation of Reinvestment Zone #37 and associated tax abatement agreement in August, 2013.

Following regular practice, city staff forwarded a copy of the executed tax abatement agreement to Tarrant Appraisal District (TAD) in order for the terms of the agreement to be included in the calculation of property taxes owed for the Tax Year 2015. However, due to the implementation of a new computer system, TAD did not capture the terms of the agreement and therefore did not abate the agreed percentage of taxes owed for 2015. As a result of not capturing the agreement in their system, TAD did not notify Ricos of the statutory requirement to make application for the abatement by January 31st, which has been their regular practice with such agreements. Consequently, Ricos tax bill for Tax Year 2015 does not reflect the tax abatement for which they qualify.

In an effort to honor the spirit of the original tax abatement agreement, staff proposes that the first year of the agreement be converted into a Chapter 380 agreement, where the City will provide Ricos with a grant equivalent to 2015 property taxes paid, provided that all other terms of the agreement are satisfied.

FINANCIAL IMPACT

Funds are available in account number 1000-40009.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Bruce Payne
Economic Development Manager
817-459-6114
bruce.payne@arlingtontx.gov

Resolution No. _____

A resolution authorizing the execution of the First Amended and Restated Tax Abatement and 380 Grant Agreement by and between Ricos Products Company, Inc. and the City of Arlington, Texas relative to added real and business personal property generated as a result of Ricos Products Company, Inc.'s relocation to 3011 Pinewood Drive in Arlington, Texas, within Reinvestment Zone Number Thirty-Seven

WHEREAS, on August 20, 2013, City Council passed Ordinance No. 13-038 establishing Reinvestment Zone Number Thirty-Seven on the property at 3011 Pinewood Drive, Arlington, Texas; and

WHEREAS, on August 20, 2013, by Resolution No. 13-214, City Council approved a Tax Abatement Agreement with Ricos Products Company, Inc. regarding economic development incentives associated with 3011 Pinewood Drive, Arlington, Texas, within Reinvestment Zone Number Thirty-Seven; and

WHEREAS, the City and Ricos Products Company, Inc. desire to amend the Tax Abatement Agreement relative to added real and business personal property generated as a result of Ricos Products Company, Inc.'s relocation to 3011 Pinewood Drive in Arlington, Texas, within Reinvestment Zone Number Thirty-Seven; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

II.

That the City Manager or his designee is authorized to execute the First Amended and Restated Tax Abatement and 380 Grant Agreement with Ricos Products Company, Inc. and other necessary or required parties to provide certain economic development incentives in exchange for Ricos Products Company, Inc.'s relocation to 3011 Pinewood Drive in Arlington, Texas, within Reinvestment Zone Number Thirty-Seven.

III.

A substantial copy of the First Amended and Restated Tax Abatement and 380 Grant Agreement is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY

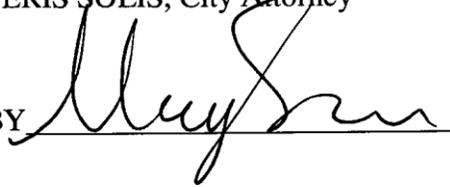


Exhibit “A”

WHEREAS, the use of the Premises (as hereafter defined), the Eligible Property (as hereafter defined) and the other terms hereof are consistent with encouraging development within Reinvestment Zone Number Thirty-Seven, and are in compliance with the Policy Statement and the Ordinance and similar guidelines and criteria adopted by CITY and all applicable law; and

WHEREAS, the City Council finds that the terms of this Agreement meet applicable guidelines and criteria adopted by the City Council; and

WHEREAS, a copy of this Agreement has been furnished, in the manner prescribed by the Code, to the presiding officers of the governing bodies of each of the taxing units in which the Premises to be subject to the Agreement is located; and

WHEREAS, the City Council finds that it is in the public interest to provide the tax abatement; NOW THEREFORE,

The CITY and OWNER, for and in consideration of the mutual premises and promises contained herein, do hereby agree, covenant and contract as set forth below:

I.
Definitions

- A. “Added Taxable Value” is defined as the value of the Eligible Property above the Base Year Value, as appraised by the Tarrant Appraisal District.
- B. “Base Year Value” is defined as the tax year 2013 taxable value of OWNER’s real property located at the Premises in Reinvestment Zone Number Thirty-Seven, on January 1, 2013, as finally determined by Tarrant Appraisal District.
- C. “Business Operations” refers to OWNER’s business located at 3011 Pinewood Drive, Arlington, Texas 76010 and is defined as snack food manufacturing and distribution and related ancillary operations.
- D. “Business Personal Property Improvements” are defined as tangible personal property (except inventory or supplies) delivered to, installed or located on the Premises in connection with OWNER’s Business Operations as defined herein, under OWNER’s name as reported by the Tarrant County Appraisal District.
- E. “Eligible Property” is defined as Real and Business Personal Property Improvements as provided in **Exhibit “A”** erected or affixed to the Premises after this agreement is signed and through January 1, 2015. **Exhibit “A”** is attached hereto and incorporated herein for all purposes.

- F. "Job" is defined as a permanent, full-time equivalent employment position that results in employment of an employee (not independent contractor) of OWNER within the City of Arlington of at least 1,820 hours per position in a year.
- G. The "Median Wage" for Arlington will be determined by the Median Earnings for Workers as reported by the most recent release of the American Community Survey available at the time application is submitted to CITY. To qualify, an applicant's median wage must exceed the figure determined by multiplying the reported Margin of Error for Median Earnings for Workers times 1.20 and adding this figure to the reported estimate of Median Earnings for Workers. If Margin of Error is not reported, the figure that an applicant's median wage must exceed will be determined by taking the difference between the reported High Estimate and Estimate and multiplying the difference by 1.20 and adding this figure to the Estimate.
- H. "Premises" are defined as the real property (land and improvements) located at 3011 Pinewood Drive, described by metes and bounds in **Exhibit "B"** which existed on January 1, 2013, Reinvestment Zone Number Thirty-Seven, that is owned by and operated by OWNER. **Exhibit "B"** is attached hereto and incorporated herein for all purposes.
- I. "Real Property Improvements" are defined as improvements to the Premises and shall include buildings, structures or fixtures erected or affixed to land.
- J. "Reinvestment Zone Number Thirty-Seven" is defined as the real property located in the City of Arlington and described by City of Arlington Ordinance No.13-038, attached hereto as **Exhibit "C"**.

II.
General Provisions

- A. The Premises are not in an improvement project financed by tax increment bonds.
- B. The Premises are not owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of CITY.
- C. It is acknowledged and agreed by the parties that the completion of the Eligible Property Improvements is consistent with the purposes of encouraging development or redevelopment of the Reinvestment Zone.

III.
Improvement Conditions and Requirements

- A. OWNER shall improve the Premises by completing the Eligible Property described in **Exhibit "A"** by January 1, 2015.

- B. OWNER's completion of the Eligible Property described in **Exhibit "A"** of this Agreement must result in Added Taxable Value above the Base Year Value ("Added Value") of at least Two Million Five Hundred Thousand Dollars (\$2,500,000) not later than January 1, 2015.
- C. OWNER will create at least 45 new Jobs not later than January 1, 2015, and shall maintain those Jobs for the term of the agreement.
- D. OWNER shall operate and maintain on the Premises the Eligible Property described in **Exhibit "A"** for the term of the agreement.
- E. All proposed Eligible Property shall conform to the applicable building codes, zoning ordinances and all other ordinances and regulations.
- F. OWNER covenants and certifies that OWNER does not and will not knowingly employ an undocumented worker as that term is defined by section 2264.001(4) of the Texas Government Code. In accordance with section 2264.052 of the Texas Government Code, if OWNER is convicted of a violation under 8 U.S.D. Section 132a(f), OWNER shall repay to the CITY the full amount of taxes abated under Section IV of this Agreement, plus 10% per annum from the date the abatement was made. Repayment shall be paid within 120 days after the date following such conviction that OWNER receives notice of violation from the CITY as provided by 2264.101(c) of the Texas Government Code, OWNER shall not be liable for a violation by a subsidiary, affiliate, or franchisee of OWNER or by a person with whom OWNER contracts.

IV.
Abatement & Grant

- A. If the Improvement Conditions and Requirements set forth in Section III are met, CITY agrees to exempt from taxation sixty percent (60%) of the Added Taxable Value of the Eligible Property. The exemption shall be for a period as follows, from the tax year beginning January 1, 2016, through and including the tax year beginning January 1, 2021.
 - 1. OWNER shall be eligible to receive an additional 10% abatement annually each year the median wage of the persons employed at the Premises exceed the CITY'S Median Wage as defined in Section I.
 - 2. Should the taxable value of the Premises fall below the Base Year Value, then the abatement shall apply only to the taxable value of the Eligible Property minus the difference between the Base Year Value and the taxable value of the Premises, if such amount exceeds the Base Year Value.

- B. If the Improvement Conditions and Requirements set forth in Section III are met CITY agrees to make a one-time grant payment in the amount of \$12,614.65. Such grant payment shall be made by the CITY to OWNER on or before February 29, 2016.

V.

Reports, Audits and Inspections

- A. Annual Certification and Reports - Pursuant to state law, OWNER shall certify annually to taxing units that OWNER is in compliance with the terms of the tax abatement agreement, and shall provide taxing units with reports and records reasonably necessary to support each year of the agreement, as follows:
1. Certification -- OWNER shall complete and certify a Tax Abatement Certification to be provided by CITY for each year of the tax abatement agreement, to be due annually not later than April 1. This certification shall include reports on Eligible Property values and costs, a narrative description of the project's progress, and other submittals required by the tax abatement agreement.
 2. Eligible Property Reports -- At a minimum, OWNER shall make available on request the following information annually on all Eligible Property for which OWNER seeks tax abatement:
 - a. Property description;
 - b. Asset number;
 - c. For property located on Premises, the date on which the property was acquired and/or paid for; and
 - d. Cost.
 3. Eligible Property Reports for Projects in Progress -- For projects in progress for which fixed asset numbers have not been assigned, the Eligible Property report shall provide information in sufficient detail to identify the Eligible Property to be installed on the Premises. At a minimum, this information shall include:
 - a. Description of materials, machinery and equipment;
 - b. Vendor name, invoice date, invoice number and invoice amount; and
 - c. Payment date for property located on Premises.

4. Reports on Equipment Replaced or Removed -- Additionally, OWNER agrees to provide CITY, on request, information on Eligible Property for which OWNER has received tax abatement and which has been replaced or removed from the Premises. At a minimum, this information shall include:
 - a. Property description;
 - b. Asset number; and
 - c. Approximate date of disposal.
 5. Report Upon Project Completion -- Within one-hundred eighty (180) days of completion of the Eligible Property, and in no event later than June 29, 2015, OWNER shall provide CITY with a final Eligible Property Report that shall describe all Eligible Property for which the owner is granted tax abatement. The report may contemplate a reconciliation of the general ledger to the personal property rendition to satisfy this requirement.
 6. Additional Reports -- Additionally, throughout the term of this agreement, OWNER shall furnish CITY any additional records and information reasonably requested to support the reports required by this agreement.
- B. Right to Audit Books and Records - CITY shall have the right to audit the books and records related to the Eligible Property and supporting the Eligible Property reports. CITY shall notify OWNER in advance in writing of their intent to audit in order to allow OWNER adequate time to make such books and records available.
- C. Inspection - At all times throughout the term of this Agreement, CITY and the Tarrant Appraisal District (TAD) shall have reasonable access to the Premises for the purpose of inspecting the Premises to ensure that the Eligible Property is constructed, installed, maintained and operated in accordance with the terms of this Agreement. All inspections shall be conducted in a manner as to not unreasonably interfere with the installation of the Eligible Property or the operation of the Premises. The inspections shall be conducted within a reasonable time period after notice by CITY or TAD to OWNER, provided, however, that all inspections shall be made with one (1) or more representative(s) of OWNER present and in accordance with the safety standards of OWNER.

VI. **Use of Premises**

The Premises at all times shall be used in a manner that is consistent with CITY's zoning ordinances and consistent with the general purpose of encouraging development within Reinvestment Zone Number Thirty-Seven.

VII.
Breach and Recapture

- A. Breach - A breach of this Agreement may result in termination or modification of this Agreement and recapture by CITY of grants paid to OWNER or taxes which otherwise would have been paid since the execution of this Agreement to CITY without the benefit of the Abatement, as set forth in Sections VII(B) and VII(C). Penalty and interest on recaptured taxes will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas. Recaptured grant payments or taxes shall become due sixty (60) days following notice of breach and after the expiration of any cure period as provided in Section VII(B). The following conditions shall constitute a breach of this Agreement:
1. OWNER terminates the use of the Premises for an industrial building and related activities at any time during the duration of the Agreement; or
 2. OWNER fails to meet the Conditions and Requirements as specified in Section III above; or
 3. OWNER allows its ad valorem taxes on any property located within the City of Arlington owed to CITY to become delinquent.
- B. Notice of Breach - In the event that CITY makes a reasonable determination that OWNER has breached this Agreement, then CITY shall give OWNER written notice of such default. OWNER has sixty (60) days following receipt of said written notice to reasonably cure such breach, or this Agreement may be terminated by CITY, and recapture of abated taxes made may occur. Notice of default shall be in writing and shall be delivered by personal delivery or certified mail to OWNER at its address provided in Section IX of this Agreement. It shall be the duty of CITY to determine whether to require recapture and payment of abated taxes made and to demand payment of such.
- C. Recapture - During the term of this Agreement, should OWNER commit a breach of this Agreement according to items A(1), (2) or (3) of this Section VII, CITY may terminate this Agreement and recapture all grants paid and taxes abated under this Agreement up to the time of breach, subject to Section IV(A&B) herein.
- D. Tax Lien Not Impaired - It is expressly agreed and acknowledged between the parties to this Agreement that nothing in this Agreement shall be deemed or construed to affect the lien for taxes against the property established by Section 32.01 of the Tax Code of the State of Texas. Such lien shall secure the payment of all taxes, penalties and interest ultimately imposed on the property, including any taxes abated and subject to recapture under this Agreement. Any such lien

may be fully enforced pursuant to the provisions of the Code. For purposes of this Subsection, “property” refers to the Premises and Eligible Property described herein.

VIII.
Effect of Sale or Lease of Property

The abatement granted by this Agreement shall not be assignable to any new owner of all or a portion of the Premises or Eligible Property unless such assignment is approved in writing by the CITY with approval of the City Council, which approval shall not be unreasonably withheld.

IX.
Notice

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand delivery:

OWNER: Ricos Products Company, Inc.
Attention: Jeremy Powledge, Chief Financial Officer
830 South Presa
San Antonio, Texas 78210

CITY: City of Arlington
Attention: Economic Development Manager
Post Office Box 90231
Arlington, Texas 76004-3231

X.
City Council Authorization

This Agreement was authorized by resolution of the City Council authorizing the City Manager or his designee to execute this First Amended and Restated Tax Abatement and 380 Grant Agreement on behalf of the CITY.

XI.
Severability

In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

XII.
Estoppel Certificate

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of OWNER, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the abatement in effect and such other matters reasonably requested by the party(ies) to receive the certificates.

XIII.
Owner's Standing

OWNER, as a party to this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions or City Council actions authorizing same, and OWNER shall be entitled to intervene in said litigation.

XIV.
Applicable Law

This Agreement shall be construed under the laws of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Tarrant County, Texas. This Agreement is performable in Tarrant County, Texas.

XV.
Indemnification

It is understood and agreed between the parties that the OWNER, in performing its obligations hereunder, is acting independently, and CITY assumes no responsibility or liability to third parties in connection therewith, and OWNER agrees to indemnify and hold harmless CITY from any such responsibility or liability. It is further understood and agreed among the parties that CITY, in performing its obligations hereunder, is acting independently, and the OWNER assumes no responsibility or liability to third parties in connection therewith, and CITY agrees to the extent allowed by law to indemnify and hold harmless OWNER from any such responsibility or liability.

XVI.
Force Majeure

It is expressly understood and agreed by the parties to this Agreement that the parties shall not be found in default of this Agreement if any party's failure to meet the

requirements of this Agreement is delayed by reason of war, Act of God, fire or other casualty of a similar nature.

XVII.
No Other Agreement

This Agreement embodies all of the agreements of the parties relating to its subject matter as specifically set out herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified or supplemented only by an instrument or instruments in writing executed by the parties.

XVIII.
Recordation of Agreement

A certified copy of this Agreement in recordable form shall be recorded in the Deed Records of Tarrant County, Texas.

XIX.
Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses

In performing this Agreement, OWNER agrees to use diligent efforts to purchase all goods and services from Arlington or Tarrant County businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons or organizations proposed for work on this Agreement, the OWNER agrees to consider this policy and to use their reasonable and best efforts to select and employ such companies and persons for work on this Agreement.

XX.
Headings

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXI.
Successors and Assigns

The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the

successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.

No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of CITY and such consent shall not be unreasonably withheld.

XXII.
Termination

This Agreement shall terminate, in accordance with the terms of this Agreement, unless extended by written agreement of the parties or a written instrument signed by all parties evidencing a delay by force majeure; however, in no event shall the abatement exceed 10 years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

RICOS PRODUCTS COMPANY, INC.

BY _____
Signature

Type or Printed Title
Date _____

WITNESS:

CITY OF ARLINGTON, TEXAS

BY _____
JIM PARAJON
Deputy City Manager
Date _____

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____

Exhibit “A”

ELIGIBLE PROPERTY

Ricos Products Company, Inc. Manufacturing Plant Building improvement and Project Description

The Pinewood building purchase includes a \$2.1M improvement investment of the existing 100,100 square foot building. The improvements include the customization of the 3,000 square foot office space, the warehouse and manufacturing area of the building. This project in the amount of \$4.6M includes the following investment:

Real Property Improvements:

- Production room with accommodations for chip and popcorn lines
- Chemical and clean rooms
- Packaging room
- Kitchen build out
- Maintenance room build out
- Warehouse build out
- Penetrations of existing tilt walls for new doors and window openings
- Roof supports for HVAC equipment
- Concrete repair – misc. and drains
- New 277/480 electrical distribution with coordination
- New lighting design
- Modification of existing dock doors
- Rework of parking lot and load docks

Business Property Improvements:

- Purchase of JC Ford 1,500 lb./hour chip line
- Purchase of JC Ford packaging component of chip line
- Purchase of various office equipment

Exhibit "B"

PROPERTY DESCRIPTION

The west ½ of Site 68, Great Southwest South, Great Southwest Industrial district, an addition to the City of Arlington, Tarrant County, Texas, according to plat recorded in Volume 388-58, Page 229, Deed Records of Tarrant County, Texas.

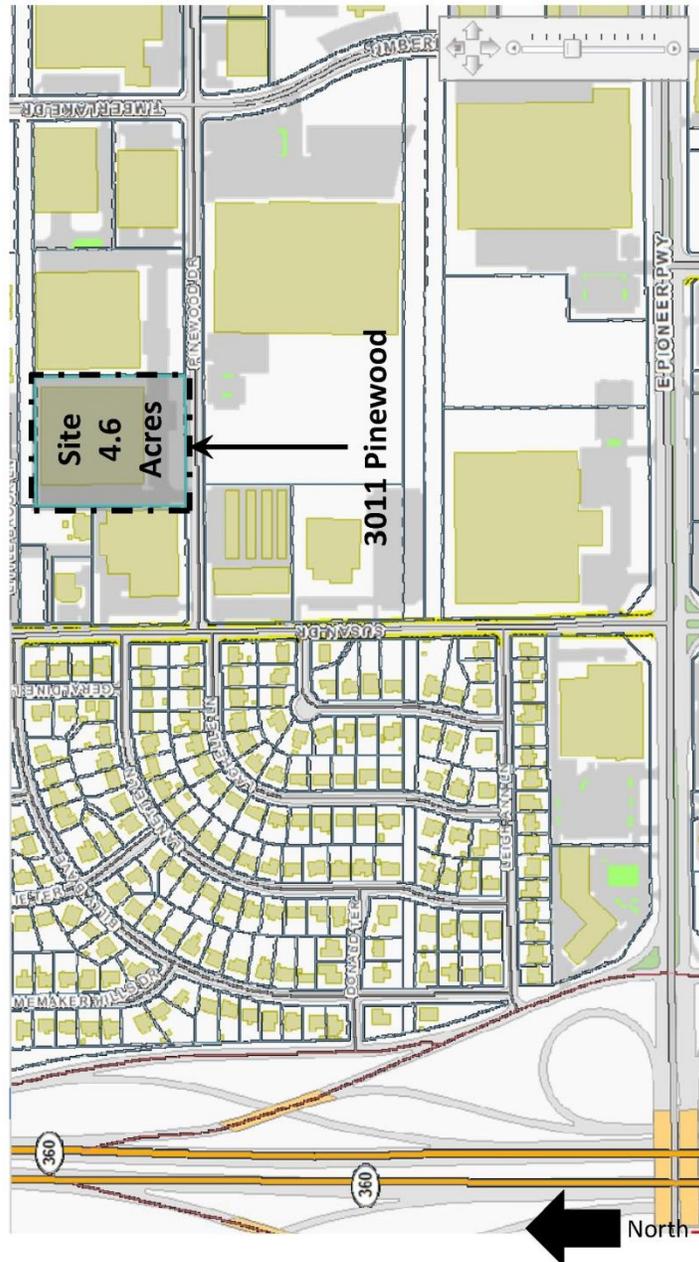


Exhibit “C”

**Ordinance 13-038
creating
Reinvestment Zone Thirty-Seven**

Ordinance No. 13-038

An ordinance establishing Reinvestment Zone Number Thirty-Seven; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

WHEREAS, the City Council of the City of Arlington, Texas, desires to promote the development or redevelopment of a certain area within its jurisdiction by the establishment of a Reinvestment Zone for commercial-industrial tax abatement; and

WHEREAS, on April 7, 2009, the City Council of the City of Arlington, Texas passed Resolution No. 09-079 authorizing staff, following a briefing to City Council regarding creation of the zone, to give notice required by law to call public hearings relative to creation of reinvestment zones for tax abatement; and

WHEREAS, on May 21, 2013, staff briefed City Council on the creation of Reinvestment Zone Number Thirty-Seven; and

WHEREAS, a public hearing was held at which time interested persons were entitled to speak and present evidence for or against the designation of the property described in Exhibit "A" as Reinvestment Zone Number Thirty-Seven, and notice of such public hearing was published in a newspaper of general circulation in the City of Arlington not later than the seventh day before the date of the scheduled hearing; and

WHEREAS, the City Council of the City of Arlington has established guidelines and criteria governing tax abatement agreements and has stated that the City elects to become eligible to participate in tax abatement; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That all of the recitals contained in the preambles of this ordinance are found to be true and are adopted as findings of fact by this governing body and as part of its official record.

2.

The City Council, after conducting a public hearing and having considered all relevant evidence and testimony, has made the following findings and determinations based on such evidence and testimony:

- A. That a public hearing on the designation of Reinvestment Zone Number Thirty-Seven has been properly called, held and conducted, and that notice of such hearing was published in accordance with the law; and
- B. That the boundaries of Reinvestment Zone Number Thirty-Seven should be the proposed area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and
- C. That the improvements sought to be made in Reinvestment Zone Number Thirty-Seven are feasible and practical and would be a benefit to the land to be included in the Zone and to the City of Arlington following the expiration of an executed Tax Abatement Agreement; and
- D. That the proposed area of land to be designated Reinvestment Zone Number Thirty-Seven is reasonably likely, as a result of this designation, to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the property, thereby contributing to the economic development of the City of Arlington.

3.

In accordance with State law, the City of Arlington hereby officially creates Reinvestment Zone Number Thirty-Seven for commercial-industrial tax abatement, which Zone shall hereafter encompass only that certain area of land more fully described in the property description attached hereto as Exhibit "A" and depicted on the map attached hereto as Exhibit "B"; and such Reinvestment Zone shall be officially designated as Tax Abatement Reinvestment Zone Number Thirty-Seven of the City of Arlington, Texas.

4.

The designation of Reinvestment Zone Number Thirty-Seven of the City of Arlington, Texas shall expire Five (5) years after the effective date of its designation and may be renewed.

5.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or

affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

6.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

7.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

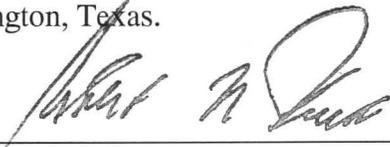
8.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

9.

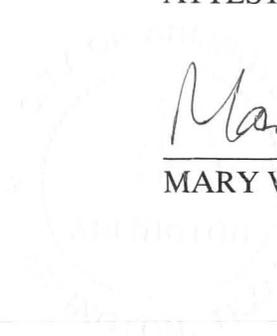
This ordinance shall become effective upon second reading.

PRESENTED AND GIVEN FIRST READING on the 6th day of August, 2013, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the 20th day of August, 2013, by a vote of 9 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.



ROBERT N. CLUCK, Mayor

ATTEST:


Mary W. Supino

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY *Jeanne M. Antyze*

Exhibit "A"

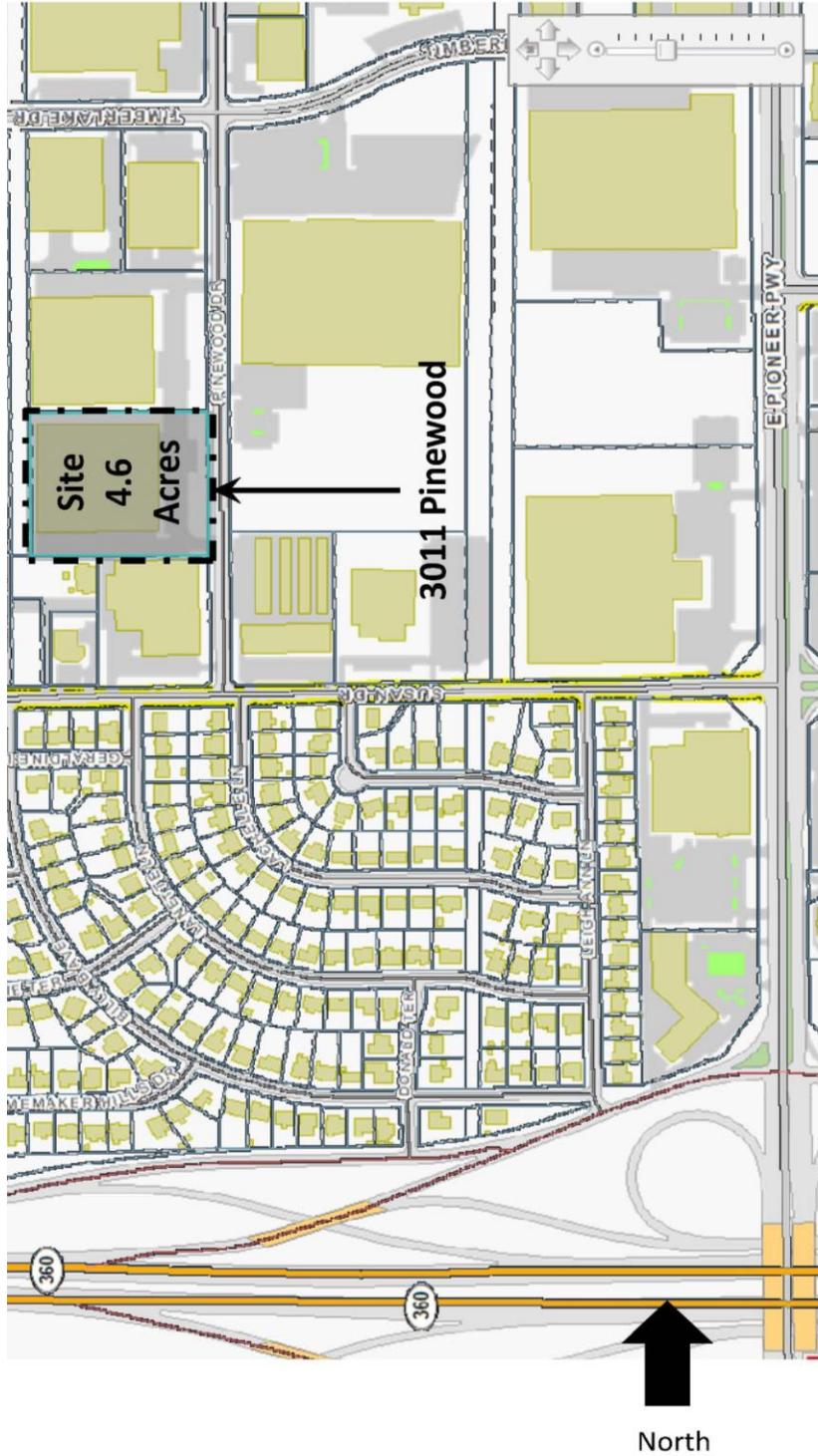
PROPERTY DESCRIPTION

The west ½ of Site 68, Great Southwest South, Great Southwest Industrial district, an addition to the City of Arlington, Tarrant County, Texas, according to plat recorded in Volume 388-58, Page 229, Deed Records of Tarrant County, Texas.

Exhibit "B"

MAP OF SUBJECT PROPERTY

3011 PINWOOD DRIVE, ARLINGTON, TEXAS



Staff Report



City of Arlington Local Marker Program Nominations	
City Council Meeting Date: 1-26-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution designating the following sites as Arlington Landmarks of special historical, architectural, or cultural significance, and authorizing the installation of local markers: 1) McKinley-Woodard House at 400 East First Street, 2) Webb Masonic Lodge #1454 (Old Webb Baptist Church) at 7000 Zuefeldt Road, and 3) Historic Home at 1225 California Lane.

PRIOR BOARD OR COUNCIL ACTION

On March 9, 2010, City Council designated three sites as Arlington Landmarks and authorized the installation of local markers by a vote of 9-0-0.

On August 3, 2010, City Council designated ten sites as Arlington Landmarks and authorized the installation of local markers by a vote of 9-0-0.

On June 8, 2013, City Council designated two sites as Arlington Landmarks and authorized the installation of local markers by a vote of 9-0-0.

On March 4, 2014, City Council designated two sites as Arlington Landmarks and authorized the installation of local markers by a vote of 8-0-0.

On December 16, 2014, City Council designated four sites as Arlington Landmarks and authorized the installation of local markers by a vote of 9-0-0.

On August 25, 2015, the City Council designated two sites as Arlington Landmarks and authorized installation of local markers by a vote of 7-0-0.

On November 12, 2015, the Landmark Preservation Commission approved two nominations for Arlington Landmarks by a vote of 8-0-0.

On December 10, 2015, the Landmark Preservation Commission approved one nomination for Arlington Landmarks by a vote of 5-0-0.

ANALYSIS

At the direction of City Council, the Landmark Preservation Commission developed a process for the designation of Arlington Landmarks and the creation of a local marker program. When the program started in September 2009, the focus was on high priority historic resources within the original town boundaries. The program has since been expanded to include sites throughout Arlington.

The Landmark Preservation Commission reviewed the following applications and recommends their approval:

- 1) McKinley-Woodard House at 400 East First Street
- 2) Webb Masonic Lodge #1454 (Old Webb Baptist Church) at 7000 Zuefeldt Road, and
- 3) Historic Home at 1225 California Lane

FINANCIAL IMPACT

None to General Fund. Grant funding of \$15,000 for the installation of local markers has already been budgeted and is available in Arlington Tomorrow Foundation account 121201 61002 124119.

ADDITIONAL INFORMATION

Attached:	Resolution
	Map of Arlington Landmark Nominations
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Alicia Winkelblech, AICP
Acting Assistant Director
Community Development & Planning
817-459-6686
Alicia.Winkelblech@arlingtontx.gov

Sarah Stubblefield
Planner | Historic Preservation Officer
Community Development & Planning
817-459-6566
Sarah.Stubblefield@arlingtontx.gov

Resolution No. 16-_____

A resolution designating the following locations as Arlington Landmarks and authorizing the installation of local markers: 1) McKinley-Woodard House at 400 East First Street, 2) Webb Masonic Lodge #1454 (Old Webb Baptist Church) at 7000 Zuefeldt Road, and 3) Historic Home at 1225 California Lane.

WHEREAS, at the direction of City Council, the Landmark Preservation Commission developed a Local Marker Program to recognize local landmarks and sites that have significance in the history of Arlington, and to make these landmarks and sites easy to locate and recognize so that residents and visitors alike may visit and enjoy them; and

WHEREAS, the City Council has approved seventeen Arlington Landmark nominations since 2010; and

WHEREAS, the Landmark Preservation Commission received and reviewed two new Arlington Landmark nominations at its November 12, 2015 meeting; and

WHEREAS, the Landmark Preservation Commission received and reviewed one new Arlington Landmark nomination at its December 10, 2015 meeting; and

WHEREAS, the Landmark Preservation Commission voted unanimously to approve three applications and submit them to the City Council for approval;
NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Council hereby designates the following locations as Arlington Landmarks and authorizes the installation of local markers:

- 1) McKinley-Woodard House at 400 East First Street;
- 2) Webb Masonic Lodge #1454 (Old Webb Baptist Church) at 7000 Zuefeldt Road;
and
- 3) Historic Home at 1225 California Lane.

II.

Grant funding for the installation of local markers has already been budgeted and is available from Arlington Tomorrow Foundation account 121201 61002 124119.

PRESENTED AND PASSED on this the 26th day of January, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

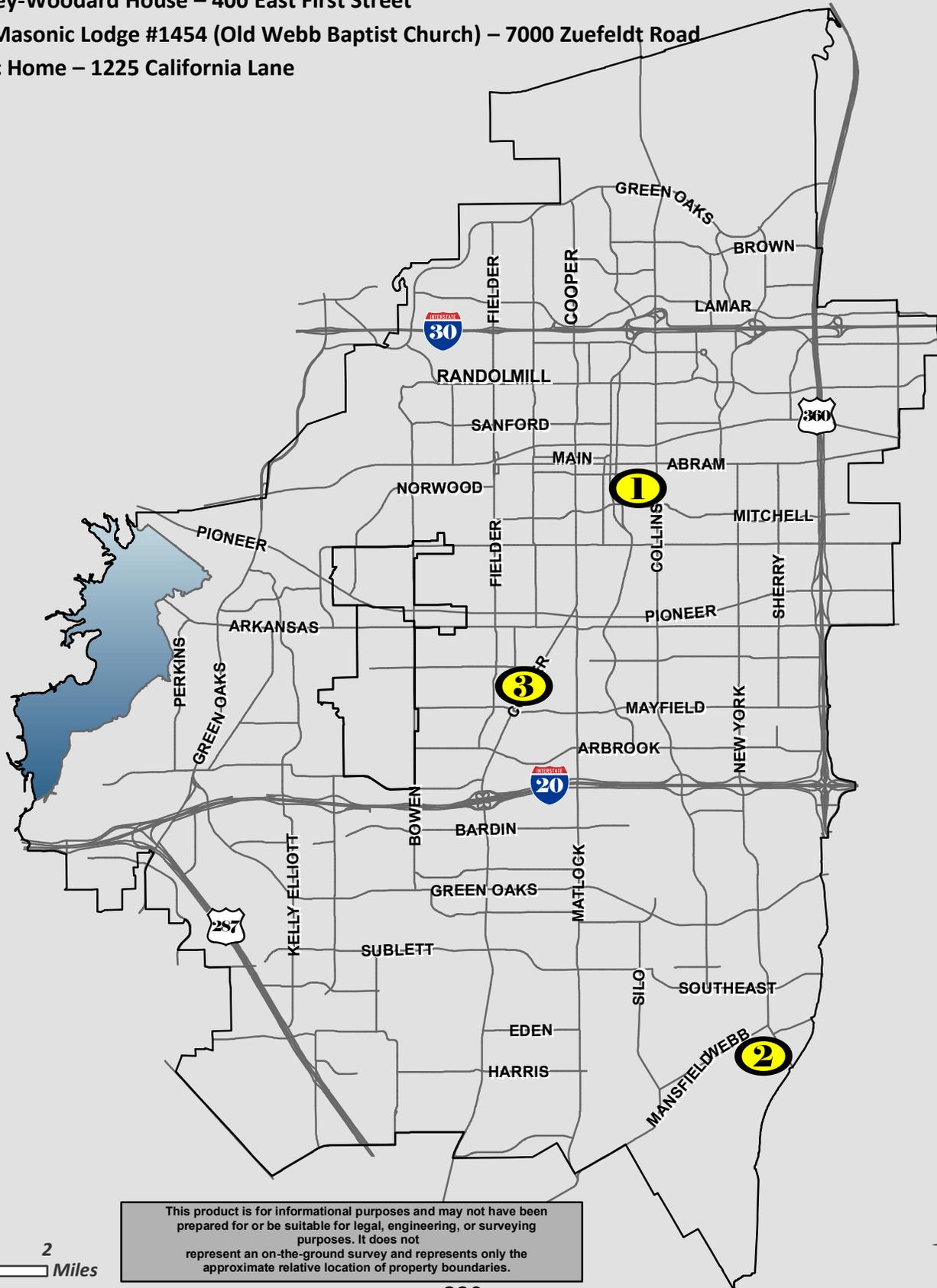
BY _____

Nominations for Arlington Landmarks

January 26, 2016



1. McKinley-Woodard House – 400 East First Street
2. Webb Masonic Lodge #1454 (Old Webb Baptist Church) – 7000 Zuefeldt Road
3. Historic Home – 1225 California Lane



Staff Report



Salary Adjustments for Council Appointees	
City Council Meeting Date: 01/26/2016	Document Being Considered: Resolution

RECOMMENDATION

Approve three resolutions authorizing salary increases for the City Manager, City Attorney and Presiding Municipal Court Judge of the City of Arlington.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

Three resolutions are on the agenda to set the salaries for the City Manager, City Attorney and Presiding Municipal Court Judge for fiscal year 2016. Consideration for increases is consistent with the process applied to civilian employees and includes range adjustments to evaluate external equity, including a comparison of the same jobs in the marketplace.

The three resolutions establish salary adjustments as follows:

	Salary Adjustment
Trey Yelverton City Manager	\$278,332.50
Teris Solis City Attorney	\$184,800.00
Stewart Milner Presiding Municipal Court Judge	\$117,856.20

The salary adjustments will be retroactive to be effective as of the pay period beginning January 4, 2016.

FINANCIAL IMPACT

The decisions for salary adjustments outlined in the three resolutions pertain only to FY2016, and therefore do not impact future years.

ADDITIONAL INFORMATION

Attached:	Resolution – City Manager salary increase Resolution – City Attorney salary increase Resolution – Presiding Municipal Court Judge increase
Under Separate Cover:	None
Available in City Secretary’s Office:	None

STAFF CONTACT(S)

Kari Jo Zika
 Director Human Resources
 817-575-8987
Kari.Zika@arlingtontx.gov

Resolution No. _____

**A resolution adjusting the annual salary for the City
Manager of the City of Arlington**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON,
TEXAS:

I.

That the annual salary of Trey Yelverton, City Manager of the City of Arlington,
Texas, shall be adjusted to \$278,332.50, effective with the pay period beginning
January 4, 2016.

PRESENTED AND PASSED on this the _____ day of _____, 2016,
by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the
City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Marten

Resolution No. _____

**A resolution adjusting the annual salary for the City
Attorney of the City of Arlington**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON,
TEXAS:

I.

That the annual salary of Teris Solis, City Attorney of the City of Arlington,
Texas, shall be adjusted to \$184,800, effective with the pay period beginning January 4,
2016.

PRESENTED AND PASSED on this the _____ day of _____, 2016,
by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the
City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Marten

Resolution No. _____

**A resolution adjusting the annual salary for the
Presiding Municipal Court Judge of the City of
Arlington**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON,
TEXAS:

I.

That the annual salary of Stewart Milner, Presiding Municipal Court Judge of the City of Arlington, Texas, shall be adjusted to \$117,856.20, effective with the pay period beginning January 4, 2016.

PRESENTED AND PASSED on this the _____ day of _____, 2016,
by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Eddie Marten

Staff Report



Amendment to the Unified Development Code	
City Council Meeting Date: 1-26-16	Document Being Considered: Ordinance

RECOMMENDATION

Following the public hearing, consider amendment to the Unified Development Code.

PRIOR BOARD OR COUNCIL ACTION

On June 24, 2014, the City Council approved the Unified Development Code (UDC) by a vote of 7-0-0.

On November 4 and December 2, 2015, the Planning and Zoning Commission reviewed and discussed the proposed Alternative Financial Establishments use and its standards.

On December 2, 2015, the Planning and Zoning Commission reviewed and discussed the proposed standards for Outside Storage use.

On January 6, 2016, the Planning and Zoning Commission recommended approval of the amendments to the Unified Development Code by a vote of 8-1-0.

ANALYSIS

The UDC serves as the City of Arlington's regulatory guide and provides direction on land uses and development. Periodically, revisions are required to reflect the changing nature of business in our community. Some changes are moderate to make adjustments for unintended limitations placed on certain industries while others address innovations made or unforeseen industry shifts. The proposed updates address Financial Services and Outside Storage and findings that will help better serve the City in defining and regulating these uses.

Financial Services are addressed in the Code as one category for all types of financial and lending services. Typically, financial services are for the purpose of providing loans, banking services, and investment opportunities to individuals and businesses. However, financial services such as payday lending and title loan businesses, which charge exorbitant interest rates to individuals, operate in a different manner from a traditional bank or credit union. Per Texas Applesseed data from June 2015, there are approximately 56 payday lending type establishments in Arlington with active Credit Access Businesses (CABs) licenses. As these lending establishments have continued to increase in the City, it was determined that standards should be added to the UDC to provide guidance for these uses. Hence, this use is proposed to be separated out from the typical financial services and be defined as Alternative Financial Establishments. The standards would serve to limit the conglomeration of these uses as well as establish parameters with regards to the distance from residential neighborhoods and controlled access freeways. The proposed regulations would also include allowing this use only through Specific Use Permit (SUP) approval.

Outside Storage is listed in the UDC as a primary use and an accessory use. Outside Storage as a primary use could potentially allow 100 percent of a lot to be utilized for storage of materials. Presently, there are no lots within the city being utilized solely for outside storage. In 2006, with the update of the use chart in the Zoning Ordinance, conditions associated with accessory outside storage in the commercial zoning districts were inadvertently placed in the Light Industrial (LI) and Industrial Manufacturing (IM) zoning districts. This limited "accessory outside storage" use to a total of five percent of the lot and

made many industrial uses non-conforming. With the addition of Overlay districts, designed to enhance the aesthetic quality of several areas, simply reverting back to no conditions on LI and IM zoning could have detrimental effects to those areas. The proposed regulations include removing outside storage as a primary use and limiting accessory outside storage to a certain percentage of the lot as well as fencing standards.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:

Ordinance (7 pages)

Under separate cover:

None

Available in the City Secretary's office:

None

STAFF CONTACTS

Gincy Thoppil, AICP

Planning Manager

Community Development and Planning

817-459-6662

gincy.thoppil@arlingtontx.gov

Nathaniel Barnett, AICP

Senior Planner

Community Development and Planning

817-459-6670

Nathaniel.barnett@arlingtontx.gov

Ordinance No. _____

An ordinance amending the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article 3, Use Standards; Article 5, Design and Development Standards; Article 12, Definitions; relative to incorporating land use regulations for a new commercial use type, Alternative Financial Institutions; removing Outside Storage as a primary use and amending supplemental accessory use standards for said use; providing for a fine of up to \$2,000.00 for each violation; providing this ordinance be cumulative; and providing for severability, governmental immunity, injunctions, publication, and an effective date

WHEREAS, after notice and public hearing on January 6, 2016, the Planning and Zoning Commission heard and recommended amendment to the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, as amended; and

WHEREAS, after notice and public hearing, and upon consideration of the recommendation of the Commission and of all testimony and information submitted during the public hearing, the City Council has determined that it is in the best interest of the public and in support of the health, safety, morals and general welfare of the citizens that the amendments relative to the “Unified Development Code” Chapter be approved; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That the “**Unified Development Code**” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.1.5, Table of Allowed Uses, Subsection B, Non-Residential and Mixed-Use Districts, is hereby amended by the addition of “Alternative Financial Institution” as a use type under use category “Financial Services” in Table 3.1-2. The amended use category “Financial Services” rows are hereby amended to read as follows:

Financial Services	Bank or Institution	Financial	P*	3.2.3.C											
	Alternative Institution	Financial	S*	S*	S*	S*	S*	S*		S*	S*				3.2.3.C

2.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.2.3, Commercial Uses, Subsection C, Financial Services, is hereby amended to read as follows:

C. Financial Services

1. All uses with drive-in or drive-through facilities shall comply with the vehicle stacking requirements in Section 5.4.6, *Drive Through Vehicle Stacking and Noise Reduction Standards*.

2. Alternative Financial Institution

- a. No alternative financial institution shall be located within 1,000 feet, measured from property line to property line, of any other alternative financial institution.
- b. No alternative financial institution shall be located within 200 feet, measured from property line to property line, of a lot zoned or used for residential purposes.
- c. No alternative financial institution shall be located within 500 feet of I-20, I-30, US 287, and SH 360.
- d. An alternative financial institution may only be a main use that requires a specific use permit and a certificate of occupancy. An alternative financial establishment may not be an accessory use within the meaning of Section 3.3.1.
- e. In the EDO and DNO districts, “Alternative Financial Institution” uses are prohibited.

3.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 5, Design and Development Standards, Section 5.8.1, Entertainment District Overlay | EDO, Subsection B(2), Prohibited Uses, is hereby amended to add the following to the list of prohibited uses:

- p. Alternative Financial Institution

4.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 12, Definitions, Section 12.3.3, Commercial Uses, Subsection D, Financial Services, is hereby amended to read as follows:

D. Financial Services

This category includes a range of uses related to retail banking and financial services to individuals and businesses. Specific use types include:

1. Bank or Financial Institution

An establishment, open to the public, for the deposit, custody, loan, exchange or issue of money, the extension of credit, and/or facilitating the transmission of funds and that is licensed by the appropriate state or federal agency as a bank, savings and loan association, or credit union. Accessory uses may include automatic teller machines, drive through service, offices, and parking.

This excludes bail bonds, pawnshops, payday advance/loan businesses, and motor vehicle title loan businesses. Additionally, it excludes regulated lenders licensed in accordance with Chapter 342 of the Texas Finance Code that also offer services as credit access businesses under Chapter 393 of the Texas Finance Code.

2. Alternative Financial Institution

A payday advance/loan business or a motor vehicle title loan business. An alternative financial institution does not include state or federally chartered banks, community development financial institutions, savings and loans, credit unions, or regulated lenders licensed in accordance with Chapter 342 of the Texas Finance Code.

If a regulated lender licensed in accordance with Chapter 342 of the Texas Finance Code also offers services as a ‘credit service organization’ and/or a ‘credit access business’ under Chapter 393 of the Texas Finance Code, that business is an alternative financial establishment.

a. Payday advance/loan business - An establishment that makes or arranges small consumer loans, usually backed by postdated check or authorization to make an electronic debit against an existing financial account, where the check or debit is held for an agreed-upon term, or until an applicant’s next payday, and then cashed unless the customer repays the loan to reclaim such person’s check. A payday advance/loan business also includes any business that arranges or assists in arranging extensions of consumer credit that is a registered credit services organization and/or a licensed credit access business.

b. Motor Vehicle title loan business - An establishment that makes or arranges small, short-term consumer loans that leverage the equity value of a car or other vehicles as collateral where the title to such vehicle is owned free and clear by the loan applicant and any existing liens on the car or vehicle cancel the application, and where failure to repay the loan or make interest payments to extend the loan allows the lender to take possession of the car or vehicle. A car title loan business also includes any business that arranges or assists in arranging extensions of consumer credit secured by a car or vehicle title that is a registered credit services organization and/or a licensed credit access business.

This excludes state or federally chartered banks, savings and loan associations or credit unions engaged primarily in the business of making longer term loans and which make loans that leverage the total equity value of a car or vehicle as collateral. The term does not include a ‘retail installment transaction’ under Chapter 348 of the Texas Finance Code or another loan made to finance the purchase of a motor vehicle.

- c. **Credit Access Business** – has the same meaning as defined in Chapter 393 of the Texas Finance Code.

5.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.1.5, Table of Allowed Uses, Subsection B, Non-Residential and Mixed-Use Districts, is hereby amended by the **deletion** of “Outside Storage” as a use type under use category “Wholesale Distribution and Storage” in Table 3.1-2.

6.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.2.4, Industrial Uses, Subsection D(2), Outside Storage, is hereby deleted in its entirety and shall hereafter read:

- 2. Deleted with UDC update on {insert effective date of ordinance}.

7.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 3, Use Standards, Section 3.3.6, Supplemental Accessory Use Standards, Subsection J, Outside Storage, is hereby amended to read as follows:

J. Outside Storage

1. In the BP, CC, GC, and HC districts:

- a. The use is not permitted within street frontage building setback or any transitional buffer yard required by this Code.
- b. Outside storage areas not screened by an intervening building shall be screened from view of any public street right-of-way by a screening device at least eight feet in height. In addition, outside storage areas must be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property

lines zoned LI or IM. Said screening device shall not be constructed from corrugated metal or chain link fencing material.

- c. No materials stored shall be stacked above the top of the screening device. Items extending beyond the top of the screening device are permitted provided they are not stacked.
- d. Outside storage is limited to no more than 5% of the lot area containing the main use.

2. In the LI and IM districts:

- a. The use is not permitted within street frontage building setback or any transitional buffer yard required by this Code.
- b. Outside storage areas not screened by an intervening building shall be screened from view of any public street right-of-way by a screening device at least eight feet in height. In addition, outside storage areas must be screened from view of any adjoining property by a screening device at least eight feet in height, except along adjacent property lines zoned LI or IM. Said screening device shall not be constructed from corrugated metal or chain link fencing material.
- c. No materials stored shall be stacked above the top of the screening device. Items extending beyond the top of the screening device are permitted provided they are not stacked.
- d. Along major thoroughfares, a minimum fence setback of 50 feet shall apply.
- e. Along all other streets, a minimum fence setback of 25 feet shall apply.
- f. The screening standards included herein shall not apply to sites within core industrial areas, as determined by the Zoning Administrator.
- g. In the LI district, outside storage is limited to no more than 40% of the lot area containing the main use.
- h. In the IM district, outside storage is limited to no more than 75% of the lot area containing the main use, unless the lot is located in an ED or DN overlay, in which case outside storage is capped at 40% of the lot area containing the main use.

8.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 12, Definitions, Section 12.3.4, Industrial Uses, Subsection E(5), Outside Storage, is hereby deleted in its entirety and the remaining subsection is hereby renumbered.

9.

That the “Unified Development Code” Chapter of the Code of the City of Arlington, Texas, 1987, Article 12, Definitions, Section 12.3.5, Accessory Uses and Structures, Subsection L, Outside Storage (Accessory), is hereby amended to read as follows:

L. Outdoor Storage (Accessory)

Area (including maneuvering area) used for the long term (more than twenty-four hours) retention of materials, machinery, equipment, and/or commodities, including raw, semi-finished, and finished materials, whether such materials, machinery, equipment, or commodities are to be bought, sold, repaired, stored, incinerated, or discarded. New or used motor vehicle sales and rental display and parking shall not be defined as outside storage.

10.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

11.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington; and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

12.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

13.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

14.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

15.

The caption and penalty of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, Texas, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

16.

This ordinance shall become effective ten days after first publication.

PRESENTED AND GIVEN FIRST READING on the ____ day of January, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the ____ day of February, 2016, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

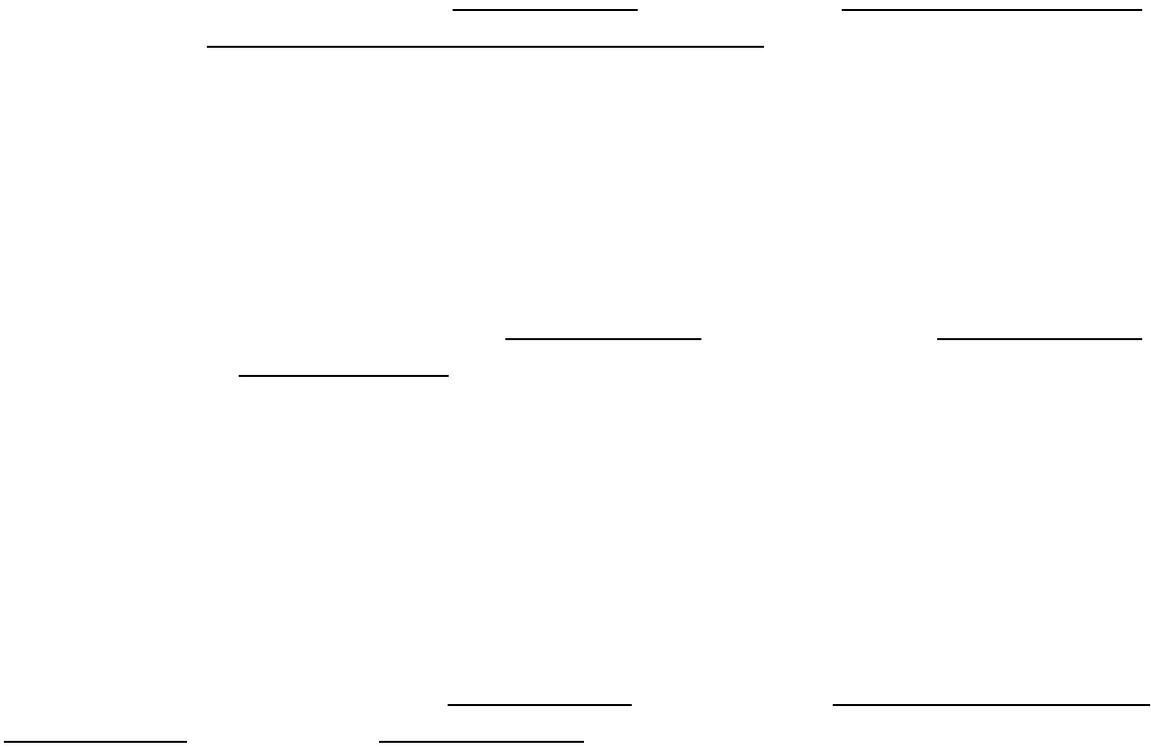
W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY _____





Staff Report

Ordinance authorizing the sale of City of Arlington, Texas series 2016 Permanent Improvement Refunding Bonds, in the aggregate principal amount not to exceed \$50,220,000

City Council Meeting Date: 01-26-2016 | Documents Being Considered: Ordinances

RECOMMENDATION

An ordinance providing for the issuance of City of Arlington, Texas general obligation refunding bonds, series 2016, in the aggregate principal amount not to exceed \$50,220,000; providing for the award of the sale thereof in accordance with specified parameters; levying a tax in payment thereof; authorizing the execution and delivery of a purchase contract, a paying agent/registrars agreement and an escrow agreement relating to such bonds; approving the preparation of an official statement; and enacting other provisions relating thereto. **State law amendments in 2001 authorize the City to pass these ordinances at one reading without declaring an emergency.**

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

Sale of bonds for the advanced refunding of the Permanent Improvement and Refunding Bonds, Series 2008, Combination Tax and Revenue Certificates of Obligations, Series 2008A and Combination Tax and Tax Increment Reinvestment Zone Revenue Certificates of Obligation, Series 2008B. The authority granted to the Authorized Officer (City Manager or Director of Finance) expires in 180 days from the date of the Ordinance. The competitive sale is initially scheduled for early March.

FINANCIAL IMPACT

The refunding of the refunded obligations will produce a net present value debt service savings of at least 4.25% of the principal amount of the refunded obligation. The current calculated net present savings percentage is 8.9% which results in \$4.46 million. The overall tax rate will remain unchanged at .6480 cents per \$100 of assessed value for FY 2016.

ADDITIONAL INFORMATION

Attached:	Ordinance (Finalized Ordinance to be available at meeting)
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACT(S)

Mike Finley
Director, Financial and CFO
817-459-6345
Mike.Finley@arlingtontx.gov

Ethan Klos
Treasurer
817-459-6303
Ethan.Klos@arlingtontx.gov

BOND ORDINANCE NO. _____

relating to

CITY OF ARLINGTON, TEXAS
PERMANENT IMPROVEMENT REFUNDING BONDS,
SERIES 2016

Adopted: January 26, 2016

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF CITY OF ARLINGTON, TEXAS PERMANENT IMPROVEMENT REFUNDING BONDS, SERIES 2016, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50,220,000; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, there are presently outstanding certain obligations of the City of Arlington, Texas (the "City"), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the "Refunded Obligation Candidates"), which are secured by and payable from ad valorem taxes levied, assessed and collected, within the limit prescribed by law, on property within the City in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Ordinance and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the City to issue refunding bonds for the purpose of refunding or defeasing the Refunded Obligations in advance of their maturities, and to accomplish such refunding or defeasance by depositing directly with a paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the City desires to authorize the execution of one or more escrow agreements in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the City, to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the City Council (the “City Council”) of the City hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the City Council hereby finds and determines that the refunding contemplated in this Ordinance will benefit the City by providing a present value savings in the debt service payable by the City, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of the amounts reflected above, all in a single issue or all in accordance with and pursuant to the authority granted in Chapter 1207; and

WHEREAS, pursuant to Chapter 1207, the City has found and determined that the Bonds herein authorized shall mature on the dates, bear interest at the rates and have such other terms and provisions specified in the Pricing Certificate within the parameters set forth in this Ordinance; and

WHEREAS, it is officially found, determined and declared that the meeting at which this Ordinance has been adopted was open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officer” means the City Manager or the Director of Finance of the City.

“Bond” means any of the Bonds.

“Bond Date” means the date designated as the date of the Bonds by Section 3.02(a) of this Ordinance.

“Bonds” means the City’s bonds authorized to be issued by Section 3.01 of this Ordinance and designated as “City of Arlington, Texas, Permanent Improvement Refunding Bonds, Series 2016.”

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“City” means the City of Arlington, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Escrow Agent” means the Escrow Agent designated in the Pricing Certificate, or any successor thereto.

“Escrow Agreement” means the escrow agreement by and between the City and the Escrow Agent relating to the Refunded Obligations.

“Escrow Fund” means the fund by that name established by the Escrow Agreement.

“Escrow Securities” means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Event of Default” means any event of default as defined in Section 10.01 of this Ordinance.

“Initial Bond” means the Initial Bond authorized by Section 3.04(d) of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.02 of this Ordinance.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, as set forth in the Pricing Certificate.

“MSRB” means the Municipal Securities Rulemaking Board.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means the bank identified as the Paying Agent/Registrar in the Pricing Certificate.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer.

“Purchase Contract” means if the Bonds are sold pursuant to a negotiated sale, the purchase contract between the City and the Underwriters pertaining to the sale of the Bonds.

“Purchasers” means the initial purchasers of the Bonds (if the Bonds are sold at a competitive sale) or the underwriters of the Bonds (if the Bonds are sold at a negotiated sale) as specified in the Pricing Certificate.

“Record Date” means the close of business on the last Business Day of the month next preceding an Interest Payment Date or such other date as specified in the Pricing Certificate.

“Refunded Obligation Candidates” means the obligations of the City described in Schedule I attached hereto which are authorized to be designated as Refunded Obligations in the Pricing Certificate.

“Refunded Obligations” means the obligations of the City to be designated in the Pricing Certificate from the universe of Refunded Obligation Candidates described in Schedule I attached hereto.

“Register” means the bond register specified in Section 3.06(a) of this Ordinance.

“Representations Letter” means the Blanket Letter of Representations previously executed by the City and DTC and on file with DTC.

“Representative” means the representative of the Underwriters, if any, designated in the Purchase Contract.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Ordinance shall have the meanings assigned to them in the preamble of this Ordinance.

Section 1.03. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents; Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance 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 and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy for Payment of the Bonds.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Bonds, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent per annum (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Bonds or interest thereon

remain outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City at a rate sufficient, within the limit prescribed by law, to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and deposited into the Interest and Sinking Fund for the payment of the debt service requirements on the Bonds, and the tax shall not be diverted to any other purpose.

(d) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

(e) To the extent the City has available funds which may be lawfully used to pay debt service on the Bonds and such funds are on deposit in the Interest and Sinking Fund in advance of the time when the City Council of the City is scheduled to set a tax rate for any year, then such tax rate which would otherwise be required to be established pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of such funds in the Interest and Sinking Fund.

(f) If the liens and provisions of this Ordinance shall be discharged in a manner permitted by Article XI, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited within the Paying Agent/Registrar for such redemption.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account, to be designated the "City of Arlington, Texas Permanent Improvement Refunding Bonds, Series 2016, Interest and Sinking Fund," said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization.

(a) The City's bonds to be designated "City of Arlington, Texas Permanent Improvement Refunding Bonds, Series 2016," are hereby authorized to be issued and delivered in accordance with Tex. Const. art. XI, Sec. 5, Chapter 1207, Texas Government Code, as amended, and Article XIII, Section 1 of the City's Home-Rule Charter.

(b) The Bonds shall be issued in the not to exceed aggregate principal amount of \$50,220,000 for the purpose of providing funds to (i) refund the Refunded Obligations, to the extent provided in the Pricing Certificate, and (ii) pay the costs of issuing the Bonds.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on the dates and in the principal amounts set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of (i) the Bond Date, unless otherwise provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable semiannually commencing on the date set forth in the Pricing Certificate, and on each Interest Payment Date thereafter until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of, premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "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 Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest shall be paid by check, dated as of and mailed on the Interest Payment Date, and sent by the Paying Agent/Registrar to each Owner, first class United States mail, postage prepaid, to the address of each Owner as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such other banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Bond shall be paid to the Owner on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of principal of and interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code, any applicable escheat law or similar.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the initial purchaser, or its designee, executed manually or by facsimile by the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the initial purchaser or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.10. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar: shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration. Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement 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 City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry-Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate bond for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representations Letter of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representations Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall be subject to redemption before Scheduled Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption.

The Bonds shall be subject to redemption at the option of the City at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the City, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and

sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select on a pro rata basis in accordance with the operational arrangements of DTC, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the City shall determine the maturities and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to select, on a pro rata basis in accordance with the operational arrangements of DTC, and call such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the City to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Ordinance and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the City under Section 4.05, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment.

Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. (a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for the Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The Board hereby approves the form of Paying Agent/Registrar Agreement as presented.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 45 days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in the Pricing Certificate, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion.

The approving legal opinion of Bracewell & Giuliani LLP, Bond Counsel, may be printed on the reverse side of or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.04. Statement of Insurance.

A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement.

(a) The Bonds shall be sold to the Purchaser in accordance with the terms of this Ordinance. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the City in selling and delivering the Bonds and in carrying out the other procedures specified in this Ordinance, including determining the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the selection of the specific maturities or series of Refunded Obligations from the list of Refunded Obligation Candidates, the aggregate principal amount of Refunded Obligations, the aggregate principal amount of the Bonds to be issued by the City, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City and shall be subject to mandatory sinking fund redemption, acquisition of municipal bond insurance, if beneficial, for the Bonds, retaining a verification agent, whether or not the Bonds will be designated as qualified tax-exempt obligations, the selection of the Purchaser in a negotiated transaction or the sale of the Bonds at a competitive sale and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

(i) the Bonds shall not bear interest at a rate in excess of the maximum rate allowed under Section 1204.006, Texas Government Code;

(ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed \$50,220,000;

(iii) the refunding of the Refunded Obligations shall produce a net present value debt service savings of at least 4.25% of the principal amount of the Refunded Obligations; and

(iv) no Bond shall mature later than August 15, 2033.

If the Bonds are sold at a negotiated sale, the Authorized Officer is hereby authorized and directed to negotiate, execute and deliver on behalf of the City one or more Purchase Contracts, providing for the sale of the Bonds to the Purchasers, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of each Purchase Contract in accordance with the terms of the Pricing Certificate and this Ordinance, which final terms shall be determined to be the most advantageous reasonably attainable by the City, such approval and determination being evidenced by its execution thereof by the Authorized Officer. All officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bonds shall initially be registered in the name of the representative of the Purchasers or such other entity as may be specified in the Purchase Contract.

(b) The authority granted to the Authorized Officer under Section 7.01(a) shall expire on a date 180 days from the date of this Ordinance, unless otherwise extended by the City Council by separate action.

(c) The form and substance of the Preliminary Official Statement, and Notice of Sale, if any, and any addenda, supplement or amendment thereto, are hereby in all respects approved. The Authorized Officer, Mayor, City Secretary and other appropriate City officials are each authorized to prepare and complete the Preliminary Official Statement, and Notice of Sale, if any, with such modifications, completions, changes and supplements, as those persons shall approve or authorize for the purpose of preparing and determining and to certify or otherwise represent that the revised Preliminary Official Statement is a “deemed final” official statement as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The use and distribution of the Preliminary Official Statement, and Notice of Sale, if any, in the public offering of the Bonds by the Purchasers is hereby authorized. The Authorized Officer, Mayor, City Secretary and other appropriate City officials are hereby authorized and directed to use and distribute or authorize the use and distribution of the final Official Statement and any addenda, supplement or amendment thereto (the “Official Statement”) and to execute the same and deliver appropriate numbers of executed copies thereof to the Purchasers of the Bonds. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Purchasers, may be used by the Purchasers in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(d) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in Ordinance to consummate the delivery of the Bonds in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) \$9,500).

(e) The obligation of the Purchasers to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of Bracewell & Giuliani LLP, Bond Counsel for the City, which opinion shall be dated as of and delivered on the Closing Date.

Section 7.02. Control and Delivery of Bonds.

(a) The Authorized Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the initial purchasers thereof under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tern and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tern and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03. Deposit of Proceeds.

The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate.

Section 7.04. Security of Funds.

All moneys on deposit in funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance, at the City's option, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

(a) Interest and income derived from Investment of the Interest and Sinking Fund shall be credited to such Fund.

(b) The investment and application of money in the Escrow Fund shall be in accordance with the provisions of the Escrow Agreement.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on, principal of, and redemption premium, if any, on the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption if any.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.

(a) General. The City intends that the interest on the Bonds be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code and the applicable Treasury Regulations promulgated thereunder (the “Regulations”). The City covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause (i) the interest on the Bonds to be includable in gross income, as defined in Section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of sections 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the City covenants and agrees to comply with each requirement of this Section 9.03; provided, however, that the City will not be required to comply with any particular requirement of this Section 9.03, if the City has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement set forth in this Section 9.03 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion will constitute compliance with the corresponding requirement specified in this Section 9.03, inclusive.

(b) No Private Use or Payment and No Private Loan Financing. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be “private activity bonds” within the meaning of Section 141 of the Code and the Regulations promulgated thereunder. Moreover, the City will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Obligations have not been and the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guaranty. The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The City covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be “hedge bonds” within the meaning of Section 149(g) of the Code and the applicable Regulations thereunder. Moreover, the City will certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Obligations have not been used in a manner that would cause the Refunded Obligations or the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder.

(e) No Arbitrage. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of Section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the City will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Refunded Obligations have not been and the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code and the Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys that do not represent gross proceeds of any bonds of the City, (ii) determine at such times as are required by the applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds, or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with Section 149(e) of the Code and the Regulations promulgated thereunder.

(h) Record Retention. The City will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Refunded Obligations and the Bonds until three years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the City to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(i) Registration. The Bonds will be issued in registered form.

(j) Deliberate Actions. The City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Section 9.03 shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Bonds may be defeased, refunded and discharged in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City, financial information and operating data with respect to the City of the general type included in the final Official Statement, being information of the type described in the Pricing Certificate, including financial statements of the City if audited financial statements of the City are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with the accounting principles appended to the Official Statement, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial 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 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format

and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to 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) available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 12.02. Notice of Certain Events.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
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, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of the holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of

the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and notices of material events in accordance with Section 12.01 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the 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 City 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 City’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 City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, 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.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City 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 City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds 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 (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED OBLIGATIONS

Section 13.01. Subscription for Securities.

The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 13.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Obligations.

The Authorized Officer is hereby authorized to select and appoint the Escrow Agent for the Bonds, if any, and the Escrow Agent shall be designated in the Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the Mayor of the City and City Secretary, an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof

or the execution thereof by other appropriate City officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations.

Section 13.03. Payment of Refunded Obligations; Redemption of Refunded Obligations.

Following the deposit to the Escrow Fund or with the paying agent for the Refunded Obligations as herein specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent for the Refunded Obligations for the purpose of refunding the Refunded Obligations and shall cease to be payable from ad valorem taxes, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Obligations pursuant to Chapter 1207. The Refunded Obligations are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The City Secretary is hereby authorized and directed to cause to be delivered to the paying agent/registrars for the Refunded Obligations a certified copy of this Ordinance calling the Refunded Obligations for redemption and a copy of the Pricing Certificate. The delivery of this Ordinance and the Pricing Certificate to the paying agent for the Refunded Obligations shall constitute the giving of notice of redemption to the paying agent for the Refunded Obligations and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Obligations in accordance with the requirements of the order(s) authorizing the issuance thereof.

ARTICLE XIV

AMENDMENTS

Section 14.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Changes to Ordinance.

The Mayor and Authorized Officer, in consultation with Bond Counsel, are each hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 15.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance 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 the Ordinance.

Section 15.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Bonds.

ARTICLE XVI

EFFECTIVE IMMEDIATELY

Section 16.01. Effective Immediately.

This Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

FINALLY PASSED, APPROVED AND EFFECTIVE THIS JANUARY 26, 2016.

W. JEFF WILLIAMS, Mayor
City of Arlington, Texas

ATTEST:

MARY SUPINO, City Secretary
City of Arlington, Texas

APPROVED AS TO FORM:

TERIS SOLIS, City Attorney
City of Arlington, Texas

*Signature Page for Permanent Improvement Refunding Bonds, Series 2016 Bond
Ordinance*

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS CANDIDATES

The Authorized Officer may select the specific maturities constituting the Refunded Obligations from the following series of the City's outstanding bonds:

Permanent Improvement and Refunding Bonds, Series 2008

Combination Tax and Revenue Certificates of Obligations, Series 2008A

Combination Tax and Tax Increment Reinvestment Zone Revenue Certificates of Obligation, Series 2008B

Staff Report



Amendment to the "Miscellaneous Offenses" Chapter	
City Council Meeting Date: 01-26-16	Document Being Considered: Ordinance

RECOMMENDATION

Approve first reading of an ordinance amending Article I, Section 1.16, Aggressive Solicitations, of the "Miscellaneous Offenses" Chapter of the Code of the City of Arlington, Texas, 1987, by deleting Subsection 1.16(C)(5) regarding prohibited acts because it is redundant and partially inconsistent with Section 15.02, Prohibited Acts, of the "Streets and Sidewalks" Chapter of the Code of the City of Arlington, Texas, 1987.

PRIOR BOARD OR COUNCIL ACTION

Section 1.16, Aggressive Solicitations, of the "Miscellaneous Offenses" Chapter was adopted on November 20, 2007, by Ordinance No. 07-077. The ordinance has not been amended since that time.

Section 15.02, Prohibited Acts, of the "Streets and Sidewalks" Chapter, was amended on October 28, 2014, by Ordinance No. 14-062.

ANALYSIS

Section 1.16 of the "Miscellaneous Offenses" Chapter contains one subsection that is redundant and partially inconsistent with the recently revised Section 15.02 of the "Streets and Sidewalks" Chapter. The attached ordinance deletes the inconsistent provision, which is Subsection 1.16(C)(5). The paragraph to be deleted prohibits solicitation "From any operator of a motor vehicle that is in traffic on a public street; provided, however, that this paragraph shall not apply to services rendered in connection with emergency repairs requested by the operator or passengers of such vehicle."

This formal amendment of Section 1.16 of the "Miscellaneous Offenses" Chapter serves to ensure consistency with Section 15.02 of the "Streets and Sidewalks" Chapter. Other than deleting Subsection 1.16(C)(5), this proposed ordinance makes no other changes.

FINANCIAL IMPACT

The proposed amendment has no financial impact.

STAFF CONTACT(S)

Will Johnson

Police Chief

817-459-5701

Will.Johnson@arlingtontx.gov

Robert Fugate

Assistant City Attorney

817-459-6878

Robert.Fugate@arlingtontx.gov

Ordinance No. _____

An ordinance amending the “Miscellaneous Offenses” Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article I, Miscellaneous Offenses, Section 1.16, Aggressive Solicitations, by the deletion of Subsection (C)(5), relative to prohibited acts; providing for a fine of up to \$500 for each violation of the ordinance; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and publication; and becoming effective ten days after first publication

WHEREAS, Article 15, Solicitation and Distribution, of the "Streets and Sidewalks" Chapter of the Code of the City of Arlington, Texas, was amended on October 28, 2014; and

WHEREAS, Section 1.16, Aggressive Solicitations, Subsection (C)(5), of the “Miscellaneous Offenses” Chapter of the Code of the City of Arlington, Texas, is redundant to and partially inconsistent with the amended Article 15 of the "Streets and Sidewalks" Chapter; and

WHEREAS, formal amendment of Section 1.16, Subsection (C), of the “Miscellaneous Offenses” Chapter will ensure consistency in the ordinances; NOW THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

1.

That the “Miscellaneous Offenses” Chapter of the Code of the City of Arlington, Texas, 1987, is hereby amended through the amendment of Article I, Miscellaneous Offenses, Section 1.16, Aggressive Solicitations, by the deletion of Subsection (C)(5) so that Subsection 1.16(C) shall read as follows:

- C. Prohibited Acts. It shall be unlawful for any person to solicit money or other things of value, or to solicit the sale of goods or services:
1. In an aggressive manner in a public area;
 2. In any bus station or stop;
 3. Within fifteen (15) feet of any entrance or exit of any bank, credit union, other similar financial institution, exterior public pay telephone, self-service car wash, self-service fuel pump, or check cashing businesses or within fifteen (15) feet of any automated teller machine during the hours of operation of such bank, credit union, other similar financial institution, automated teller machine or check cashing business without the consent of

the owner or other person legally in possession of such facilities. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility; or

4. On private property if the owner, tenant, or lawful occupant has asked the person not to solicit on the property, or has posted a sign clearly indicating that solicitations are not welcome on the property.

2.

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Five Hundred and No/100 Dollars (\$500) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

3.

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Arlington, and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

4.

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

5.

All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for the City of Arlington in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

6.

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Arlington in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Arlington.

7.

The caption and penalty clause of this ordinance shall be published in a newspaper of general circulation in the City of Arlington, in compliance with the provisions of Article VII, Section 15, of the City Charter. Further, this ordinance may be published in pamphlet form and shall be admissible in such form in any court, as provided by law.

8.

This ordinance shall become effective ten (10) days after first publication as described above.

PRESENTED AND GIVEN FIRST READING on the _____ day of _____, 2016, at a regular meeting of the City Council of the City of Arlington, Texas; and GIVEN SECOND READING, passed and approved on the _____ day of _____, 2016, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Arlington, Texas.

W. JEFF WILLIAMS, Mayor

ATTEST:

MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY Robert Fyatt