City Council Agenda

MARCH 22, 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 acabo 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 officials de eleccion
** Reunions especial - sólo los artículos relacionados con el presupuesto de la cuidad
*** 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 articulo 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 señalara 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 publicó 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 clarificacion a preguntas y/o dirigen el personal a tomar accion 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 el 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, March 22, 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**

1. **Consent to Assignment of Lease and First Lease Amendment – Beacon E&P Company, LLC, Edge Barnett, LLC, Cornerstone Natural Gas Partners, LP and GHA Barnett, LLC; Lease No. 12-004**
A resolution authorizing the City Manager or his designee to execute a Consent to Assignment of Lease and First Lease Amendment to Oil and Gas Lease between Beacon E&P Company, LLC, Edge Barnett, LLC, Cornerstone Natural Gas Partners, LP, GHA Barnett, LLC, and the City of Arlington relative to a No Surface Use Oil and Gas Lease in approximately 110.891 acres of land being the John Kubala Treatment Plant, Sublett Creek Linear Park, Tierra Verde Golf Course and Martin Luther King Sports Center and Other Tract, City of Arlington, Tarrant County, Texas.

- 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

2. **Consent to Assignment of Lease and Second Lease Amendment – Beacon E&P Company, LLC, Newark Core Barnett, LLC and GHA Barnett, LLC; Lease No. 11-007**

A resolution authorizing the City Manager or his designee to execute a Consent to Assignment of Lease and Second Lease Amendment to Oil and Gas Lease between Beacon E&P Company, LLC, Newark Core Barnett, LLC, GHA Barnett, LLC, and the City of Arlington relative to a No Surface Use Oil and Gas Lease in approximately 6.8035 acres of land being the Trinity East Benefit Area, Fire Station No. 11, and the Northeast Library, City of Arlington, Tarrant County, Texas.

3. **Trinity River Authority – TCWSP Facility Improvements and Rehabilitation Project – 1700 NW Green Oaks Boulevard**

A resolution authorizing the execution of a Temporary Construction Easement and Permanent Access Easement, with the Trinity River Authority relative to the construction, operation, and maintenance of a 60-inch raw water pipeline and gate valve, in, over, and through portions of City of Arlington property identified as 1700 NW Green Oaks Boulevard, City of Arlington, Tarrant County, Texas.

4. **Laguna Vista Drainage Improvements – Timothy Burns, Project No. PWDR13002**

A resolution authorizing a settlement for the acquisition of a drainage easement in, under, over, across, and through 10,702 square feet of land 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, and a temporary construction easement in, under, over, across, and through all of the said Lot 15R for the public use of constructing, reconstructing, maintaining and using a permanent drainage pipeline and all necessary appurtenances for the Laguna Vista Drainage Improvements with Water and Sanitary Sewer Renewals project.

5. **Stipulation and Correction of Ownership Interest and Release Agreement – XTO Energy Inc.; Lease Nos. 04-001 and 06-001**

A resolution authorizing the City Manager or his designee to execute a Stipulation and Correction of Ownership and Release Agreement between XTO Energy Inc. and the City of Arlington relative to the Surber CA #1 Unit which contains approximately 78.271 acres of City of Arlington mineral acreage, being a portion of the Arlington Landfill, and being a portion of a Restricted Surface Use Oil and Gas Lease in approximately 1,582.79 acres of land being the Arlington Landfill, River Legacy Park and Future Northwest Sports Complex, City of Arlington, Tarrant County, Texas.

6. **Third Amendment to Use Agreement - AT&T Mobility Texas LLC- 101 West Abram Street**

A resolution authorizing the City Manager or his designee to execute a Third Amendment to Use Agreement with AT&T Mobility Texas LLC, relative to the installation of wireless telephone facilities at the Arlington Municipal Building located at 101 W. Abram Street, City of Arlington, Tarrant County, Texas.

7. **All Cash Contract of Sale – Sale of City Owned Surplus Property – 110, 202 and 204 E. Third Street, 201, 205 and 207 E. Fourth Street, 704 and 706 Glenn Crossett Court**
A resolution authorizing the City Manager or his designee to execute an all cash contract of sale with Osher Group, LLC for the purchase of fee simple property rights in land being approximately 1.12 acres out of the John Huitt Survey, Abstract No. 703 with a physical address of 110, 202 and 204 E. Third Street, 201, 205 and 207 E. Fourth Street, 704 and 706 Glenn Crossett Court, Arlington, Texas.

VII. APPROVAL OF MINUTES

Afternoon Meeting, February 23, 2016
Evening Meeting, February 23, 2016
Afternoon Meeting, March 1, 2016
Evening Meeting, March 1, 2016

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. **Van Bortel Aircraft, Inc. Lease of City Maintenance Hangar (MO#03222016-001)**
Authorize the City Manager or his designee to execute a lease agreement between Van Bortel Aircraft, Inc. of Arlington, Texas and the City for lease of the 10,800 square foot City-owned maintenance hangar and approximately 21,867 square feet of adjacent aircraft parking apron. The lease rate will increase seven percent, from $30,254 to $32,400, and will be subject to CPI increases every three years.

2. **La Joya Demolition - Air Quality Monitoring (MO#03222016-002)**
Authorize the City Manager or his designee to authorize payment of additional costs with Dougherty Sprague Enterprises, Inc. of Rowlett, Texas, for air quality monitoring related to the demolition of the La Joya Apartments, in the amount of $12,964. Funding is available in the Code Remediation Fund Account No. 760115-61034-760115.

3. **Annual Requirements Contract for Bunker Gear for the Fire Department, Bid Project 16-0086 (MO#03222016-003)**
Authorize the City Manager or his designee to execute an annual requirements contract for bunker gear for the Fire Department with Casco Industries, Inc. of Shreveport, Louisiana through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $135,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Fire Department Operational Account No. 220601-60003.

4. **Annual Requirements Contract for Grounds Maintenance for Water Treatment Plants, Bid Project 16-0070 (MO#03222016-004)**
Authorize the City Manager or his designee to execute a one-year requirements contract for grounds maintenance at the two water treatment plants with M G Lawn and Landscape, LLC. of Fort Worth, Texas in the estimated amount of $67,650, and execute any and all documents necessary to carry out such contract. Funds are budgeted in the Water Treatment Maintenance of Facilities and Grounds Account No. 620102-63105.

5. **Annual Requirements Contract for Electrical Supplies, Bid Project 16-0077 (MO#03222016-005)**
Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of electrical supplies with Graybar Electrical Company, Inc. of Fort Worth, Texas through the U.S. Communities Government Purchasing Alliance (U.S. Communities) in the estimated amount of $310,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental accounts.

6. **Annual Requirements Contract for Cameras, Access Control Devices, Hardware and Software Support Maintenance, Bid Project 16-0080 (MO#03222016-006)**
Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of security equipment such as cameras, access control devices, services, installation, and hardware and software support maintenance with Wunderlich-Malec Systems, Inc., of Carrollton, Texas through the Texas Cooperative Purchasing Network (TCPN), in the estimated amount of $177,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental and grant accounts.

7. **Annual Software Support and Maintenance for INCODE Court Case Management System and Services for the Court Notification Module, Bid Project 16-0078 (MO#03222016-007)**
Authorize the City Manager or his designee to approve the sole-source purchase of a software support and maintenance contract for the INCODE Court Case Management System and the ongoing phone service for the Court Notification module with Tyler Technologies, Inc. of Lubbock, Texas in the total estimated amount of $322,254.34, and execute any and all documents necessary to carry out such purchase. The software support and maintenance agreement is only available from Tyler Technologies, Inc; 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 the Municipal Court Technology Account No. 780201-63142 [$272,254.34] and the Maintenance of Software Account No. 900401-63142 [$50,000].

8. **Annual Software Support and Maintenance Contract for Amanda Software, Bid Project 16-0081 (MO#03222016-008)**
Authorize the City Manager or his designee to approve the sole-source purchase of a software support and maintenance contract for the AMANDA Development Tracking System with CSDC Systems, Inc. of Mississauga, Ontario Canada in the estimated amount of $138,530.08, and execute any and all documents necessary to carry out such purchase. This software support and maintenance is only available from CSDC Systems, Inc. of Mississauga, Ontario Canada; 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 Information Technology Account No. 980202-63142.

9. **Renewal of Annual Requirement Contracts for Information Technology Temporary Personnel Services, Bid Project 12-0030 (MO#03222016-009)**
Authorize the City Manager or his designee to exercise the fourth and final one-year renewal option in the contracts for Information Technology temporary personnel services with MATRIX Resources, Inc. of Atlanta, Georgia in the estimated amount of $185,000, Modis, Inc. of Fort Worth, Texas in the estimated amount of $50,000, and Superior Talent Resources, Inc. of Williamsville, New York in the estimated amount of $405,825 for an estimated total amount of $640,825, and execute any and all documents necessary to carry out such renewals. Funds are budgeted in various departmental accounts.

10. **Renewal of Annual Requirements Contract for Food for Incarcerated Persons, Bid Project 13-0109 (MO#03222016-010)**
Authorize the City Manager or his designee to exercise the third of four, one-year renewal options in the contract for the supply of food for incarcerated persons with Scobee Foods, Inc. of Dallas, Texas, in an estimated amount of $138,673.37and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Police Department Jail Operations Account No. 810201-61004.

11. **Renewal of Annual Requirements Contract for the Supply of Grass Sod, Bid Project 12-0028 (MO#03222016-011)**
Authorize the City Manager or his designee to exercise the fourth and final one-year renewal option in the contract for the supply of grass sod with King Ranch Turfgrass, LP, of Arlington, Texas in the estimated amount of $210,310, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in various departmental accounts.

12. **Construction Contract for Park Monument Signs, Various Locations, Project No. PKPL- PKPL16006 (MO#03222016-012)**
Authorize the City Manager or his designee to execute a construction agreement with Hutcherson Construction Inc. of Arlington, Texas for Park Monument Signs at various locations in the amount not to exceed $98,600. Funding is available in Parks Capital Account No. 508501-53730598-61002.

13. **Purchase of New Shade Structures for Martin Luther King Park, Bid Project 16-0097 (MO#03222016-013)**
Authorize the City Manager or his designee to purchase and install new shade structures from Shade Structures, Inc. of Dallas, Texas through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $84,994, and execute any and all documents necessary to carry out such purchase. Funds are available in Field Enhancement Account No. 5008 01-68101.

14. **Purchase of 20 Replacement Vehicles, Bid Project 16-0099 (MO#03222016-014)**
Authorize the City Manager or his designee to purchase 20 replacement vehicles with Silsbee Ford, Inc. of Silsbee, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $371,164 and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Fleet Services Administration Account No. 790101-68200.

15. **Professional Services Contract for the Design of the South Cooper Street Safe School Crossing; Project No. PWTE15002 (MO#03222016-015)**
Authorizing the City Manager or his designee to execute a Professional Services contract with Stantec Consulting Services, Inc., of Richardson, Texas, for the design of the South Cooper Street Safe School Crossing in an amount not to exceed $79,169. Funding is available in the TxDOT Grants Fund Account No. 358601-61043-358717.

16. **Engineering Services Contract for Parkcrest Place Erosion Evaluation and Improvements; Project No. PWDR16003 (MO#03222016-016)**
Authorizing the City Manager or his designee to execute an Engineering Services contract with Garver, LLC, of Frisco, Texas, for the Parkcrest Place Erosion Evaluation in an amount not to exceed $60,100. Funding is available in the Storm Water Utility Fund Account No. 308501-61043-11150199.

17. **Fuel Leak Cleanup (MO#03222016-017)**
Authorizing the City Manager or his designee to negotiate and execute a contract with W. Two Plus, Inc., of Kennedale, Texas, for work mandated by the Texas Commission on Environmental Quality (TCEQ) related to cleanup of a diesel fuel leak at 1015 W. Main St., in an amount not to exceed $89,653.03. Funding is available in Public Works Fleet Account No. 790101-63108.

B. Consent Agenda Resolutions

1. **Authorize the Request for Proposal (RFP) Procurement Method for Food and Beverage Services for Convention Center, Bid Project 16-0101**
A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for food and beverage services for the Convention Center.

2. **Construction Manager at Risk Authorization for Fire Station No. 12; Project No. CMFD15001**
A resolution authorizing the Construction Manager at Risk service delivery method of construction to build a new addition and remodel the existing facility for Fire Station 12.

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. **Specific Use Permit SUP15-9 (Imperial Tattoo and Art Gallery - 6407 South Cooper Street)**
Following the public hearing, consider approval of a Specific Use Permit (SUP) for a tattoo parlor in suite 135B, a 1,940-square-foot tenant space in the existing 21,000-square-foot multi-tenant building zoned Community Commercial (CC) and generally located south of Hardisty Drive and east of South Cooper Street.

ORDINANCE FIRST READING
First reading of an ordinance adopting Specific Use Permit SUP15-9 for a Tattoo Parlor on certain property known as Suite 135B, 6407 South Cooper Street zoned Community Commercial (CC) and amending the Zoning District Map accordingly.

2. **Zoning Case PD15-11 (Kroger Expansion and Fueling Center)**
Following the public hearing, consider a request for a change in the zoning of property to Planned Development (PD) for limited Community Commercial (CC) uses, with a Development Plan on approximately 13.804 acres zoned Planned Development (PD) for Residential Multi-family-22 (RMF-22) and limited Community Commercial (CC) uses, Community Commercial (CC), and Office Commercial (OC) and generally located north of West Lamar Boulevard and west of North Cooper Street.

ORDINANCE FIRST READING
First reading of an ordinance changing the zoning classification on certain property known as 945 West Lamar Boulevard to Planned Development (PD) for limited Community Commercial (CC) uses, with a Development Plan and amending the Zoning District Map accordingly.

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 Reading

1. **Right-of-Way Management Ordinance Amendment**
An ordinance amending the "Right-of-Way Management" Chapter of the Code of the City of Arlington, Texas, 1987, in its entirety, relative to the management of public right-of-way; providing for a fine of up to $2000 for each offense in violation of this ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication.

XIII. RESOLUTIONS

Public comment will be accepted at this time on the following items.

A. Resolutions:

1. **(TABLED) Authorizing the Texas Coalition for Affordable Power to Negotiate an Electric Supply Agreement**
A resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing execution of an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP.

2. **Notice of Intention to Issue City of Arlington, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016B, not to exceed $17,000,000 and Combination Tax and Revenue Certificates Of Obligation, Taxable Series 2016C not to exceed $15,000,000**
A resolution Relating to the Giving of Notice of Intention to Issue City of Arlington, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016B and Combination Tax and Revenue Certificates of Obligation, Taxable Series 2016C and Providing an Effective Date.

3. **Urban Union TIRZ 1 Reimbursement Agreement**
A resolution of the City Council accepting and approving Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown Board of Directors' Resolution TIRZ1 16-01 authorizing the Chair of the Board of Directors to execute a Tax Increment Reimbursement Agreement by and between Urban Union, LLC and the Board relative to certain public improvements at 500 E. Front Street, 201 N. East Street, 500 E. Division Street, 506 E. Division Street, 400 E. Division Street, and 200 N. East Street, Arlington, Texas, consistent with the terms set forth in Resolution TIRZ1 16-01.

XIV. ANNOUNCEMENTS

XV. 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

February 23, 2016

1:30 PM

The City Council of the City of Arlington, Texas, convened in Special Session on February 23, 2016, at 1:30 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 R. Shepard
Councilmember J. Bennett
Councilmember M. Glaspie

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 1:39 p.m. and immediately convened in Executive Session.

II. EXECUTIVE SESSION

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. Discussion of APFA lawsuits and claims

B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY

1. Discussion of gas leases on City Property

2. Discussion regarding the transfer of real property at 1608 N. Collins

3. Discussion Regarding Bid Results Related to Sale of City-Owned Surplus Property Located at 110, 202 and 204 E. Third Street, 201, 205 and 207 E. Fourth Street, 704 and 706 Glenn Crossett

4. Discussion regarding the purchase, exchange, lease, or value of real property described as 3.7639 acres out of the J. Degman Survey, Abstract 426, City of Arlington, Tarrant County, Texas, and all of Lots 1A2 & 1B, Block 16, Plaza Heights Addition, 8th Installment, City of Arlington, Tarrant County, Texas

C. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects

At 3:30 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 3:49 p.m.

III. ISSUES SESSION

A. Discussion of informal staff reports

1. 2015 Arlington Police Department Racial Profiling Report

Police Chief Will Johnson presented the 2015 Arlington Police Department Racial Profiling Report.

2. Capital Improvements Program Advisory Committee (CIPAC) January 2016 Semi-Annual Report

Lyndsay Mitchell, Planning Manager, Community Development and Planning Department, briefed Council on the January 2016 Semi-Annual Report for the Capital Improvements Program Advisory Committee (CIPAC).

3. FY 2016 City Council Priority - Champion Great Neighborhoods

Dr. Theron Bowman, Deputy City Manager, Neighborhood Services, presented the FY 2016 City Council Priority - Champion Great Neighborhoods newsletter.

4. 6-Month Forecast of Anticipated Bid and Proposal Projects and Report on 1st Quarter Formal Bid Awards

Reginald Cleveland, MWBE Coordinator, Finance Department, presented the 6-month forecast of anticipated bid and proposal projects and report on the 1st quarter formal bid awards.

5. City Regulation of Dogs that Attack Other Animals

Mike Bass, Code Compliance Services Administrator, Code Compliance Services, updated the Council on City regulation of dogs that attack other animals.

B. Discussion of committee meetings

1. Arlington Housing Finance Corporation - Annual Business Meeting and Mortgage Credit Certificate Program Update

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

2. Municipal Policy - Right-of-Way Management Ordinance; Single-Family Residential & Commercial Property Maintenance Improvement Strategy

Councilmember R. Rivera, Chair, reported on the Committee meeting.

3. Community and Neighborhood Development - PY16 HUD Action Plan Review for CDBG, HOME and ESG

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

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

There was one appointment for consideration on the evening agenda.

2. Evening Agenda items

Item Nos. VIII-A-1, VIII-A-8 and VIII-C-3 were discussed.

3. Issues relative to City and TxDot projects

Keith Melton, Director, Public Works and Transportation Department, provided an update on current TxDot projects in Arlington, and city street projects.

4. Future Agenda Items

Councilmember S. Capehart requested a future agenda item to discuss code issues at the post office located on Bardin Road. Councilmember R. Rivera requested a discussion item in regard to panhandling, including how the issue is addressed in other cities. Councilmember M. Glaspie inquired about the DPS office closure on Arkansas Ln.; and, requested a future update on the city's water infrastructure and the Economic Development Corporation.

There being no further business, the meeting adjourned at 4:32 p.m.

APPROVED:

W. Jeff Williams

ATTEST:

Mary W. Supino, City Secretary

Minutes

Arlington City Council
Regular Meeting

Council Chamber
101 W. Abram St.

February 23, 2016

6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on February 23, 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 R. Shepard
Councilmember J. Bennett
Councilmember M. Glaspie

Trey Yelverton, City Manager
Teris Solis, City Attorney
Martha Garcia, Deputy 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

Pastor Russell Hildebrandt, Grace Lutheran Church, gave the invocation and the Pledge of Allegiance to U.S. and Texas Flags.

III. SPECIAL PRESENTATIONS

IV. APPOINTMENTS TO BOARDS AND COMMISSIONS

Councilmember S. Capehart made a motion to approve a resolution appointing membership to the following commission. Seconded by Councilmember R. Rivera, the motion carried with 9 ayes and 0 nays.

Landmark Preservation Commission
Barbara Reber, Place 6 - term set to expire 6/30/2016

RESOLUTION NO. 16-024

V. SPEAKER GUIDELINES AND GENERAL DECORUM

Martha Garcia, Deputy City Secretary, recited the speaker guidelines and general decorum.

VI. APPROVAL OF ITEMS FROM EXECUTIVE SESSION

VII. APPROVAL OF MINUTES

Afternoon Meeting, February 9, 2016
Evening Meeting, February 9, 2016

Councilmember M. Glaspie made a motion to approve the minutes from the February 9, 2016 Afternoon and Evening Meetings. Seconded by Councilmember L. Wolff, the motion carried with 9 ayes and 0 nays.

VIII. APPROVAL OF CONSENT AGENDA

Councilmember J. Bennett made a motion to approve all items from the Consent Agenda, with the exception of Item VIII-C-3. Seconded by Councilmember S. Capehart, the motion carried with 9 ayes and 0 nays.

A. Minute Orders

1. Professional Services Agreement for Compensation Consulting **(MO#02232016-001)**
   Authorizing the City Manager or his designee to execute a one-year contract with an option to renew for four additional one-year periods for compensation and classification consulting services with HayGroup of Dallas, Texas, in the amount not to exceed $90,000 over the first one-year period. Funding is available in the General Fund Account No. 170103-61043.

2. Purchase of a Fire Apparatus, Bid Project 16-0083 **(MO#02232016-002)**
   Authorize the City Manager or his designee to approve the purchase of a fire apparatus with Scott Fire Apparatus of Wylie, Texas through the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program in an amount not to exceed $931,784, and execute any and all documents necessary to carry out such purchase. Funds are budgeted in Fire Department Fire Operations Account No. 220201-68201.

3. Purchase of New Shade Structures for Bad Königshofen Pool, Bid Project 16-0072 **(MO#02232016-003)**
   Authorize the City Manager or his designee to purchase and install new shade structures from Shade Structures, Inc. of Dallas, Texas through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $54,081, and execute any and all documents necessary to carry out such purchase. Funds are available in Parks Capital Maintenance Account No. 501801-61002.

4. Annual Requirements Contract for Purchase and Installation of Trees, Bid Project 16-0054 **(MO#02232016-004)**
Authorize the City Manager or his designee to execute an annual requirements contract for the purchase and installation of trees with RHNB, dba The Tree Place of Fort Worth, Texas in the estimated amount of $72,983.50, and execute any and all documents necessary to carry out such contract. Funds are budgeted in various departmental accounts.

5. Annual Requirements Contract for Soil Stabilizer and Pipe Sealer, Bid Project 16-0089 **(MO#02232016-005)**
Authorize the City Manager or his designee to execute an annual requirements contract for soil stabilizer and pipe sealer with URETEK USA of Houston, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $52,000, and execute any and all documents necessary to carry out such contract. Funds are budgeted in Storm Water Maintenance Account No. 300102-63131.

6. Renewal of Annual Requirements Contract for Mowing of Code Violation Properties, Bid Project 14-0098 **(MO#02232016-006)**
Authorize the City Manager or his designee to exercise the second of four, one-year renewal options for the annual requirements contract for mowing of code violation properties with MG Lawn & Landscape of Fort Worth, Texas, in the estimated amount of $91,426, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in Weed and Grass Abatement Account No. 410301-63200.

7. Change Order No. 1 for River Legacy Park Trail Improvements, Project No. PKPL15002 **(MO#02232016-007)**
Authorize the City Manager or his designee to execute a change order to the construction contract with Raydon, Inc., of Breckenridge, Texas for construction of River Legacy Park Trail Improvements in the amount of $32,950. Funding is available in Parks Capital Maintenance Account No. 508501-53420598-68101.

8. John F. Kubala Water Treatment Plant Filter Process Control Upgrades, Evaluation and Pre-Design, Project No. WUTR 15010 **(MO#02232016-008)**
Authorizing the City Manager or his designee to execute an Engineering Services Contract with Carollo Engineers, Inc. of Ft. Worth, Texas for the John F. Kubala Water Treatment Plant Filter Process Control Upgrades Evaluation and Pre-Design in an amount not to exceed $58,840. Funding is available in Water Bond Fund account No. 658502-18119205-61043.

9. Phase II Ozone Control Strategy Implementation Services, Project No. WUTR15002 **(MO#02232016-009)**
Authorizing the City Manager or his designee to execute a Professional Services Contract with Signature Automation, LLC, of Addison, Texas, for the Phase II Ozone Applications Development Services, Project No. WUTR15002 in an amount not to exceed $365,300. Funding is available in Water Renewal Fund Account No. 678501-20126205-61043.

B. Consent Agenda Ordinances - Final Readings

1. Right-of-Way Abandonment on Portions of College Oaks Drive, Dover Lane, Valley View Drive, Ruby Street, Ray Street, Mary Street, Wilkinson Street, and Turtle Creek Drive

Relative to the Development of Julia Burgen Park.
Final reading of an ordinance vacating and abandoning the right-of-way on portions of College Oaks Drive, Dover Lane, Valley View Drive, Ruby Street, Ray Street, Mary Street, Wilkinson Street, and Turtle Creek Drive, in the City of Arlington, Tarrant County, Texas, relative to the development of Julia Burgen Park; and reserving and retaining the rights-of-way in their entirety as a public utility easement; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, and becoming effective ten days after first publication.

ORDINANCE NO. 16-009

C. Consent Agenda Resolutions

1. Donation of Equipment to Firefighters Crossing Borders
A resolution authorizing the execution of a Donation Agreement between Firefighters Crossing Borders and City of Arlington, Texas, relative to the donation of fire-fighting equipment.

RESOLUTION NO. 16-025

2. Events Trust Fund Agreement for WrestleMania 32
A resolution authorizing the execution of a Trust Fund Agreement with the Stadium Events Organizing Committee, Inc. relative to the reimbursement of expenditures relating to WrestleMania 32 and related activities.

RESOLUTION NO. 16-026

3. Authorizing the Texas Coalition for Affordable Power to Negotiate an Electric Supply Agreement
A resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing execution of an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP.

Councilmember K. Wilemon made a motion to remove from the consent agenda, a resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing execution of an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP. Seconded by Councilmember R. Shepard, the motion carried with the following vote:

AYES:	Mayor J. Williams , Councilmember C. Parker, Councilmember R. Rivera, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember R. Shepard, Councilmember J. Bennett and Councilmember M. Glaspie

NAYS: None

ABSTAIN: Councilmember S. Capehart

John Bick, 1409 Crowley Rd., 76012 and Larry Autry, 2302 Newforest Ct., 76017 appeared in opposition of the proposed resolution.

Councilmember R. Shepard made a motion to table a resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing execution of an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP. Seconded by Councilmember M. Glaspie, the motion carried with the following vote:

AYES: Mayor J. Williams , Councilmember C. Parker, Councilmember R. Rivera, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember R. Shepard, Councilmember J. Bennett and Councilmember M. Glaspie

NAYS: None

ABSTAIN: Councilmember S. Capehart

4. Repetitive Loss Area Analysis
A resolution adopting the Repetitive Loss Area Analysis Plan relative to identification and evaluation of repetitive flood insurance loss claims throughout the City of Arlington.

RESOLUTION NO. 16-027

5. Neighborhood Stabilization Program Plan Amendments
A resolution authorizing the submission of a Substantial Amendment to the 2005-2010 and 2015-2019 Consolidated Plans and the PY 2008 and 2015 Action Plans to the U. S. Department of Housing and Urban Development relative to Neighborhood Stabilization Program activities and authorizing the administration of matters and execution of documents relative to submission and later implementation of the amendments.

RESOLUTION NO. 16-028

6. US 287 Southbound Exit Ramp Relocation Project- TxDOT - Kroger Texas, L.P.
a. A resolution authorizing the City Manager or his designee to execute a Project Funding Agreement and related documents with Kroger Texas, L.P., relative to the costs of utility work, environmental assessment, preliminary engineering and design review, and cost of construction and management associated with the relocation of the southbound exit ramp on US Highway 287 at Sublett Road, City of Arlington, Tarrant County, Texas

b. A resolution authorizing the City Manager or his designee to execute an Advance Funding Agreement in the estimated amount of $1,177,521 and related documents with the State of Texas, relative to the costs of utility work, environmental assessment, preliminary engineering and design review, and cost of construction and management associated with

the relocation of the southbound exit ramp on US Highway 287 at Sublett Road, City of Arlington, Tarrant County, Texas.

There was one individual registered in support of the proposed resolutions.

RESOLUTION NO. 16-029

RESOLUTION NO. 16-030

7. Development Plan PD07-5R3-DP5 (Viridian - Village Planning Area 2)
A resolution authorizing the approval of development plan PD07-5R3-DP5 for Viridian Village Planning Area 2 within the "Viridian PD", a planned development district of the City of Arlington.

Councilmember J. Bennett made a motion to approve a resolution authorizing the approval of development plan PD07-5R3-DP5 for Viridian Village Planning Area 2 within the "Viridian PD", a planned development district of the City of Arlington. Seconded by Councilmember S. Capehart, the motion carried with the following vote:

AYES:	Councilmember C. Parker, Councilmember S. Capehart, Councilmember R. Rivera, Councilmember K. Wilemon, Councilmember L. Wolff, Councilmember R. Shepard, Councilmember J. Bennett and Councilmember M. Glaspie
NAYS:	None
ABSTAIN:	Mayor J. Williams

RESOLUTION NO. 16-031

IX. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

Item No. VIII-C-3 was removed from the Consent Agenda for separate consideration.

X. CONSIDER AND VOTE ON WITHDRAWN ITEMS

XI. PUBLIC HEARINGS: ORDINANCES FIRST READING

A Public Hearing - Ordinances First Reading

1. (CONTINUED) Zoning Case ZA15-8 (Schaab Industrial - 7415 South Cooper Street)
Following the public hearing, consider a request for a change in the zoning of property to General Commercial (GC) and Light Industrial (LI) on approximately 2.079 acres currently zoned Residential Estate (RE) and generally located south of West Harris Road and east of South Cooper Street.

ORDINANCE FIRST READING
First reading of an ordinance changing the zoning classification on certain property known as 7415 South Cooper Street to General Commercial (GC) and Light Industrial (LI) and amending the Zoning District Map accordingly.

The public hearing concerning Zoning case ZA15-8 (Schaab Industrial - 7415 Cooper Street) opened at 6:54 p.m. Jim Parajon, Deputy City Manager, presented the proposed ordinance to Council. Larry Wallace, 2808 Lakeshore Dr., 76013, and Jordan Foster, 7703 Frio River Rd., 76001, appeared in support of the proposed ordinance. There was one individual registered in support of the proposed ordinance. Glenn Troutman, 3600 Yachtclub Dr.,76016, Dr. Jerry Fox, 7446 S. Cooper, 76016, Dan Burks, 1915 West Harris Rd., 76001, and Eric English, 2315 Roosevelt, 76016, appeared in opposition to the proposed ordinance. There being no others, the public hearing closed at 7:19 p.m.

PUBLIC HEARING CLOSED

Councilmember S. Capehart made a motion to deny first reading of an ordinance changing the zoning classification on certain property known as 7415 South Cooper Street to General Commercial (GC) and Light Industrial (LI) and amending the Zoning District Map accordingly. Seconded by Councilmember K. Wilemon, the motion carried with the following vote:

AYES:	Mayor J. Williams , Councilmember C. Parker, Councilmember S. Capehart, Councilmember K. Wilemon, Councilmember L. Wolff and Councilmember M. Glaspie
NAYS:	Councilmember R. Rivera, Councilmember R. Shepard and Councilmember J. Bennett
ABSTAIN:	None

DENIED

2. Designation of Reinvestment Zone Number Forty-Three
Following the public hearing, consider an ordinance establishing Reinvestment Zone Number Forty-Three; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

ORDINANCE FIRST READING
An ordinance establishing Reinvestment Zone Number Forty-Three; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading

The public hearing concerning Designation of Reinvestment Zone Number Forty-Three opened at 7:24 p.m. Bruce Payne, Economic Development Manager, Economic Development Services, presented the proposed ordinance to Council. There was one individual registered in opposition of the proposed ordinance. There being no others, the public hearing closed at 7:25 p.m.

PUBLIC HEARING CLOSED

Councilmember S. Capehart made a motion to approve first reading of an ordinance establishing Reinvestment Zone Number Forty-Three; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading Seconded by Councilmember L. Wolff, the motion carried with 9 ayes and 0 nays.

FIRST READING

XII. ORDINANCES - FIRST AND/OR FINAL READINGS

A. Ordinances- First Reading

1. Special Event Zone in Support of WrestleMania 32
First reading of an ordinance prohibiting certain activities within a special event zone in connection with WrestleMania 32 and its Related Activities in the City of Arlington; 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, publication and an effective date.

Dr. Theron Bowman, Deputy City Manager, Neighborhood Services, presented the proposed ordinance to Council.

Councilmember R. Rivera made a motion to approve first reading of an ordinance prohibiting certain activities within a special event zone in connection with WrestleMania 32 and its Related Activities in the City of Arlington; 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, publication and an effective date. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

FIRST READING

2. Arlington Building Rehabilitation Fund
First reading of an ordinance amending the "Municipal Court" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article IX, Administrative Adjudication, Section 9.01, Definitions, by the amendment of the first paragraph, the addition of the definition of "Administrator", and the amendment of the definition of "Director"; and Section 9.08, Arlington Building Rehabilitation Fund, by the amendment of Subsections (B) and (C), relative to eligibility to receive funds from the Arlington Building Rehabilitation Fund; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and becoming effective ten days after first publication.

Mike Bass, Code Compliance Administrator, Code Compliance Services Department, presented the proposed ordinance to Council. There was one individual registered in opposition of the proposed ordinance.

Councilmember S. Capehart made a motion to approve first reading of an ordinance amending the "Municipal Court" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article IX, Administrative Adjudication, Section 9.01, Definitions, by the amendment of the first paragraph, the addition of the definition of "Administrator", and the amendment of the definition of "Director"; and Section 9.08, Arlington Building Rehabilitation Fund, by the amendment of Subsections (B) and (C), relative to eligibility to receive funds from the Arlington Building Rehabilitation Fund; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and becoming effective ten days after first publication. Seconded by Councilmember J. Bennett, the motion carried with 9 ayes and 0 nays.

FIRST READING

XIII. RESOLUTIONS

A. Resolutions:

1. Adopting the Capital Budget for the City of Arlington for Fiscal Year 2016

   a. A resolution adopting the Capital Budget for the City of Arlington for Fiscal Year 2016, beginning October 1, 2015, and ending September 30, 2016;

   b. A resolution adopting the Capital Budget for Storm Water Utility Fund for Fiscal Year 2016, beginning October 1, 2015, and ending September 30, 2016; and

   c. A resolution adopting the Capital Budget for Water Utilities for Fiscal Year 2016, beginning October 1, 2015, and ending September 30, 2016.

Mike Finley, Chief Financial Officer, Finance Department, presented the proposed resolutions to Council.

Councilmember K. Wilemon made a motion to approve the following three resolutions:

a. A resolution adopting the Capital Budget for the City of Arlington for Fiscal Year 2016, beginning October 1, 2015, and ending September 30, 2016;

b. A resolution adopting the Capital Budget for Storm Water Utility Fund for Fiscal Year 2016, beginning October 1, 2015, and ending September 30, 2016; and

c. A resolution adopting the Capital Budget for Water Utilities for Fiscal Year 2016, beginning October 1, 2015, and ending September 30, 2016. Seconded by Councilmember R. Rivera, the motion carried with 9 ayes and 0 nays.

RESOLUTION NO. 16-032

RESOLUTION NO. 16-033

RESOLUTION NO. 16-034

2. Resolution Expressing intent to Reimburse Certain Capital Budget Expenditures
   A resolution expressing intent to Finance expenditures to be incurred.

Mike Finley, Chief Financial Officer, Finance Department, presented the proposed resolution to Council.

Councilmember R. Shepard made a motion to approve a resolution expressing intent to Finance expenditures to be incurred. Seconded by Councilmember M. Glaspie, the motion carried with 9 ayes and 0 nays.

RESOLUTION NO. 16-035

XIV. ANNOUNCEMENTS

XV. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 8:03 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary Supino, City Secretary

Minutes

Arlington City Council Meeting

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

March 1, 2016

1:45 PM

The City Council of the City of Arlington, Texas, convened in Special Session on March 1, 2016, at 1:45 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 R. Shepard
Councilmember J. Bennett
Councilmember M. Glaspie

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 1:50 p.m. and immediately convened in Executive Session.

II. EXECUTIVE SESSION

A. Section 551.071, CONSULTATION WITH ATTORNEY

1. Discussion of Texas Oil and Gas Association v. City of Arlington lawsuit

2. Claim of family of Juan May

B. Section 551.072, DELIBERATION REGARDING REAL PROPERTY

1. Discussion of gas leases on City Property

2. Discussion regarding bid results related to the sale of City-Owned Surplus Property - 110, 202 and 204 E. Third Street, 201, 205 and 207 E. Fourth Street, 704 and 706 Glenn Crossett Court

3. Discussion regarding the purchase, exchange, lease, or value of real property described as 3.7639 acres out of the J. Degman Survey, Abstract 426, City of Arlington, Tarrant County, Texas, and all of Lots 1A2 & 1B, Block 16, Plaza Heights Addition, 8th Installment, City of Arlington, Tarrant County, Texas

C. Section 551.087, DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

1. Offers of Incentives to Business Prospects

At 3:13 p.m., Executive Session was adjourned, and after a short break, Council reconvened in Open Session at 3:28 p.m.

III. WORK SESSION

1. Electric Supply Procurement

Trey Yelverton, City Manager, provided a follow-up to the Electric Supply Procurement item and introduced Geoffrey Gay, with Lloyd Gosselink, Attorneys at Law, and Bill Starnes, with ReSolved Energy Consulting, who both presented information on Electric Supply Procurement. Mike Finley, Chief Financial Officer, and Teris Solis, City Attorney, also provided additional information including options to Council.

2. Communications Strategic Plan

Mayor J. Williams stated this item would be continued to the next Council meeting.

IV. ISSUES SESSION

A. Discussion of informal staff reports

1. Package Liquor Store Update

Jennifer Pruitt, Planning Manager, Community Development and Planning Department, presented the Package Liquor Store Update to Council. Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, was available for questions.

2. FY 2016 City Council Priority - Invest in Our Economy

Jim Parajon, Deputy City Manager, Economic Development/Capital Investment, discussed the FY 2016 City Council Priority - Invest in Our Economy newsletter.

B. Discussion of committee meetings

1. Community and Neighborhood Development - PY16 HUD Action Plan: Draft Plan for Public Comment

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

2. Economic Development - Van Bortel Aircraft, Inc. Lease of the City's Aircraft Maintenance Hangar and Aircraft Parking Apron

Councilmember J. Bennett, Chair, reported on the Committee meeting.

C. Discussion of miscellaneous items

1. Appointments to boards and commissions

2. Evening Agenda items

3. Issues relative to City and TxDot projects

Councilmember L. Wolff requested that the City's Office of Communication prepare a public announcement regarding the Texas Department of Transportation's construction project on Cooper Street. Councilmember K. Wilemon announced that the groundbreaking for the State Highway 360 and I-30 Interchange Project was scheduled for March 2, 2016.

4. Future Agenda Items

There being no further business, the meeting adjourned at 5:15 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Minutes

Arlington City Council
Regular Meeting

Council Chamber
101 W. Abram St.

March 1, 2016

6:30 PM

The City Council of the City of Arlington, Texas, convened in Regular Session on March 1, 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 R. Shepard
Councilmember J. Bennett
Councilmember M. Glaspie

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 6:38 p.m.

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

Dr. Dennis Wiles, First Baptist Church, gave the invocation and the Pledge of Allegiance to U.S. and Texas Flags were recited.

III. SPECIAL PRESENTATIONS

Councilmember S. Capehart presented the 15th Annual Animal Essay Contest winners.

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

VII. APPROVAL OF CONSENT AGENDA

Councilmember M. Glaspie made a motion to approve all items from the Consent Agenda. Seconded by Councilmember K. Wilemon, the motion carried with 9 ayes and 0 nays.

A. Minute Orders

1. Purchase of Two Pickup Trucks for the Fire Department **(MO#03012016-001)**
   Authorize the City Manager or his designee to purchase two pickup trucks for the Fire Department from Caldwell Country of Caldwell, Texas, through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $71,634, and execute any and all documents necessary to carry out such purchase. Funds are available in Fleet Services Account No. 790101-68200.

2. Renewal of Annual Requirements Contract for Temporary Personnel Services, Bid Project 14-0016 **(MO#03012016-002)**
   Authorize the City Manager or his designee to exercise the first of three, one-year renewal options in the contract for temporary personnel services with Smith Temporaries, Inc., dba Cornerstone Staffing of Arlington, Texas in the estimated amount of $1,450,250, and execute any and all documents necessary to carry out such renewal. Funds are budgeted in various departmental accounts.

3. Arlington Landfill Gas Collection and Control System Improvements **(MO#03012016-003)**
   Authorizing the City Manager or his designee to negotiate and execute a contract with Landmarc Environmental Systems, LLC, of Naperville, IL, for gas wells and infrastructure improvements related to the Gas Collection and Control System (GCCS) at the City of Arlington Landfill in an amount not to exceed $2,600,000. Bond Funds are available for this work.

B. Consent Agenda Ordinances - Final Readings

1. Designation of Reinvestment Zone Number Forty-Three
   Final reading of an ordinance establishing Reinvestment Zone Number Forty-Three; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; and becoming effective upon second reading.

ORDINANCE NO. 16-010

2. Arlington Building Rehabilitation Fund
   Final reading of an ordinance amending the "Municipal Court" Chapter of the Code of the City of Arlington, Texas, 1987, through the amendment of Article IX, Administrative Adjudication, Section 9.01, Definitions, by the amendment of the first paragraph, the addition of the definition of "Administrator", and the amendment of the definition of "Director"; and Section 9.08, Arlington Building Rehabilitation Fund, by the amendment of Subsections (B) and (C), relative to eligibility to receive funds from the Arlington Building

Rehabilitation Fund; providing this ordinance be cumulative; providing for severability, governmental immunity, injunctions, publication and becoming effective ten days after first publication.

ORDINANCE NO. 16-011

3. Special Event Zone in support of WrestleMania 32
Final reading of an ordinance prohibiting certain activities within a special event zone in connection with WrestleMania 32 and its Related Activities in the City of Arlington; 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, publication and an effective date.

ORDINANCE NO. 16-012

C. Consent Agenda Resolutions

1. Reappointment of Presiding Municipal Court Judge
A resolution reappointing the Presiding Municipal Court Judge of the Municipal Court of Record for the City of Arlington, Texas.

RESOLUTION NO. 16-036

2. Agreement Modification and Extension to Development Services and Option to Purchase Agreement- TCDFW Office Development, Inc.
A resolution authorizing the execution of an Agreement Modification and Extension extending for one-year the Development Services and Option to Purchase Agreement with TCDFW Office Development, Inc., relative to development services and option to sell property being approximately 18.37 acres out of the G.W. Ragan Survey, Abstract No. 1288, otherwise known as 1608 N. Collins Street, City of Arlington, Tarrant County, Texas.

RESOLUTION NO. 16-037

3. Ratify Expenditures for Emergency Fuel Leak Cleanup
A resolution declaring an emergency and ratifying expenditures to Cleaning Guys, LLC, of Arlington, Texas, in an amount not to exceed $179,999.19; and W. Two Plus, Inc., of Kennedale, Texas, in an amount not to exceed $55,938.07, for services rendered related to the cleanup of a diesel fuel leak at 1015 W. Main Street.

Funds are available in Public Works Fleet Account No. 791010-63108.

RESOLUTION NO. 16-038

VIII. ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA

IX. CONSIDER AND VOTE ON WITHDRAWN ITEMS

X. RESOLUTIONS

A. Resolutions

1. Southwest Restaurant Equipment, Inc. Tax Abatement Agreement
A resolution authorizing the execution of an agreement by and between Southwest Restaurant Equipment, Inc. and the City of Arlington, Texas, relative to tax abatement for a project in Reinvestment Zone Number Forty-Three in the City of Arlington, Texas.

Marcus Young, Economic Development Specialist, Economic Development, presented the proposed resolution to Council. There was one individual registered in opposition to the proposed resolution.

Councilmember L. Wolff made a motion to approve a resolution authorizing the execution of an agreement by and between Southwest Restaurant Equipment, Inc. and the City of Arlington, Texas, relative to tax abatement for a project in Reinvestment Zone Number Forty-Three in the City of Arlington, Texas. Seconded by Councilmember J. Bennett, the motion carried with 9 ayes and 0 nays.

RESOLUTION NO. 16-039

2. (TABLED) Authorizing the Texas Coalition for Affordable Power to Negotiate an Electric Supply Agreement
A resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing execution of an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP.

It was the consensus of the Council to have this item remain as tabled.

The following individuals appeared in opposition to the proposed resolution: Larry Autry, 2302 Newforest Ct., 76017 and John Bick, 1409 Crowley Rd., 76012.

XI. ANNOUNCEMENTS

XII. CITIZEN PARTICIPATION

There being no further business, the meeting adjourned at 7:09 p.m.

APPROVED:

W. Jeff Williams, Mayor

ATTEST:

Mary W. Supino, City Secretary

Staff Report

Van Bortel Aircraft, Inc. Lease of City Maintenance Hangar	
City Council Meeting Date: 3-22-16	Document Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a lease agreement between Van Bortel Aircraft, Inc. of Arlington, Texas and the City for lease of the 10,800 square foot City-owned maintenance hangar and approximately 21,867 square feet of adjacent aircraft parking apron. The lease rate will increase seven percent, from $30,254 to $32,400, and will be subject to CPI increases every three years.

PRIOR BOARD OR COUNCIL ACTION

On March 1, 1997, Council approved Resolution No. 97-34, authorizing the City Manager to execute a Lease agreement between the City and David Nicklas Organ Donor Awareness Foundation, Inc., for the 10,800 square foot City-owned maintenance hangar and 23,000 square feet of adjacent aircraft parking apron.

On June 10, 1997, Council approved Resolution No. 97-340, authorizing the City Manager to execute a Lease assignment from the David Nicklas Organ Donor Awareness Foundation, Inc., to Van Bortel Aircraft, Inc., and a lease modification to modify conditions dealing with indemnity, environmental liability, insurance requirements, and lease termination.

ANALYSIS

Van Bortel Aircraft, Inc., the world's largest Cessna dealer, has leased the City's maintenance hangar and adjacent aircraft parking apron since 1997. The current lease agreement will expire in March. The company is requesting a new lease and plans to remodel restrooms and offices on the east side of the hangar. The initial term of the new lease will be ten years, with two five-year renewal options. The lease rate will increase seven percent, from $30,254 to $32,400, and will be subject to CPI increases every three years.

The new lease is in compliance with the General Aviation Minimum Standards, and the Airport Development Plan.

FINANCIAL IMPACT

The estimated annual increase in lease revenues are as follows.

FY 2016	FY 2017	FY 2018
$1,073	$2,146	$2,146

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Karen VanWinkle	Trent Ballard
Airport Manager	Assistant Airport Manager
817-459-5559	817-459-5990

karen.vanwinkle@arlingtontx.gov trent.ballard@arlingtontx.gov

LEASE AGREEMENT BETWEEN
THE CITY OF ARLINGTON AND VAN BORTEL AIRCRAFT, INC.

This Lease Agreement, made and entered into this the ____ day of _____, 2016, by and between the **CITY OF ARLINGTON, TEXAS**, a Texas Municipal Corporation ("Lessor" or "City") and **VAN BORTEL AIRCRAFT, INC., a Texas corporation,** ("Lessee").

WITNESSETH THAT

WHEREAS, the City is the owner of the real property known as the Arlington Municipal Airport (the "Premises"); and a maintenance hangar (approximately 11,092 square feet) together with parking aprons (approximately 21,867 square feet), being a portion of land out of all that certain tract of land in the W. D. Lacy Survey, Abstract 929, and being a portion of Lot 3, Block A, Amended Plat Lots 1-7, 8X, 9, 10, and 14 Block A, and Lot IX, Block B, Arlington Municipal Airport to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Instrument No. D212266528, Plat Records, Tarrant County, Texas; said portion also being a portion of land out of Tract 1, to the city of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 3400, Page 407, Plat Records, Tarrant County, Texas as shown on Exhibits "A" and "B", attached hereto and made a part hereof.

WHEREAS, the City and Lessee are mutually desirous of entering into this agreement for the benefit of the public for the benefit of the public and in furtherance of the development of the Arlington Municipal Airport. In consideration of the rents to be paid and other considerations hereunder, the mutual promises and agreement of the parties hereinafter set forth, the City hereby enters into this agreement and leases, lets and demises to the Lessee certain portions of the premises located at the Airport, together with all buildings, structures, improvements, additions and installations existing ("the Leased Premises") during the term of this agreement upon the following terms and conditions:

ARTICLE 1
TERM

The initial term of this agreement shall be for ten (10) years, beginning upon the "Effective Date" of April 1, 2016.

ARTICLE 2
LEASED PREMISES

The Leased Premises consist of the following:

2.1 2.1 A maintenance hangar (approximately 11,092 square feet) addressed as 4912 S. Collins St., Arlington, Texas 76018, located on LOT 3, BLOCK A, of the ARLINGTON MUNICIPAL AIRPORT, together with adjacent parking aprons (approximately 21,867 square feet) as shown Exhibit “A” and “B” attached hereto and made a part hereof being a portion of land out of all that certain tract of land in the W. D. Lacy Survey, Abstract 929, and being a portion of Lot 3, Block A, Amended Plat Lots 1-7, 8X, 9, 10, and 14 Block A, and Lot IX, Block B, Arlington Municipal Airport to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Instrument No. D212266528, Plat Records, Tarrant County, Texas; said portion also being a portion of land out of Tract 1, to the city of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 3400, Page 407, Plat Records, Tarrant County, Texas as shown on Exhibit "A" and “B”, attached hereto and made a part hereof.

2.2 Any existing improvements thereon, and approved improvements to be constructed or installed on the Leased Premises during the term, or option periods, as show on Exhibit “A”, attached hereto and incorporated herein by reference as if written word for word.

ARTICLE 3
USE OF LEASED PREMISES

3.1 The LESSEE may occupy and use the LEASED PREMISES for the following purposes:

(a) Complete airframe and engine repair service;
(b) Aircraft electrical and avionics repair;
(c) Aircraft flight and ground instruction school;
(d) Aircraft and aircraft parts sales;
(e) Aircraft charter;
(f) Aircraft rental;
(g) Aircraft leasing; and
(h) Aircraft maintenance and storage.

3.2 For any other aviation related activity or incidental uses in connection with any aviation-related activity that is consistent with the General Aviation Minimum Standards, and upon prior written approval of the City’s Airport Manager.

ARTICLE 4
RENTAL

4.1 For the use, marketing and occupancy of the Leased Premises herein granted, the Lessee agrees to pay to the City beginning April 1, 2016, and throughout the term of this lease a monthly rental to be computed as follows:

(a) For the real property and the improvements existing, and approved improvements to be constructed or installed on the Leased Premises, during the term, the sum of Thirty-two Thousand Four Hundred Dollars ($32,400.00) annually to be paid in twelve equal monthly installments of Two Thousand Seven Hundred Dollars ($2700.00) and continuing monthly thereafter subject to rent increases as provided herein. Monthly payments shall be subject to a rental increase or decreases at the end of the third year and at the end of each three (3) year interval thereafter, as noted in Article 4.1c.

(b) All rental payments are due monthly, in advance, on the first day of each month, during the term of this Lease Agreement. Payment shall be tendered at the Airport Terminal Building, 5000 S. Collins St., Arlington, TX, or at such other offices as may be directed in writing by the Lessor.

(c) All payments not received by the fifth (5th) day of the month shall be considered "past due". In addition to the monthly installments aforementioned, TENANT promises to pay a late charge at the rate of ten percent (10%) of the monthly installment for each month or portion of a month that any installment is past due; and a separate computation and payment of such late charge shall be made for each monthly installment that is past due, so that if two (2) monthly installments are past due, two (2) separate late charges shall accrue, et cetera.

(d) If rents are not received by the 10th, the Airport Manager will notify Lessee in writing of the delinquency via email, fax, by hand-delivered letter, or via U.S Postal mail to the last known mailing address. If rents are still not paid three additional days after a notice is delivered, Lessee shall be in default.

(e) Rate Adjustments:

1. All monthly payments specified in 4.1a shall be subject to an increase at the end of the third year of this Lease and at the end of each three (3) year interval thereafter including option periods, if any. Subject to a maximum increase of twenty (20%) for any single increase over the immediately prior annual payment, the new annual payment shall be equal to the greater of the following:

2. The prevailing rental rate for the mean of all lease rates for similar leases then and there in effect at Arlington Municipal Airport executed after the General Aviation Minimum Standards was adopted in November, 2015; or

3. The annual payments charged Lessee during the immediately preceding Lease year; or

4. The percentage change, if any, in the consumer price index over the immediately preceding three (3) years as determined by the United States Bureau of Labor Statistics – CPI All Urban Consumers for the Dallas Fort Worth Area.

5. Within sixty (60) days after Lessee gives notice of intent to exercise its option to renew, the City shall give notice to Lessee of the City's determination of the Annual Rent to be established. Such Annual Rent shall be based on the market rent for the maintenance hangar together with parking aprons; provided, however, that in no event shall Annual Rent for Option Period be less than the current Annual Rent.

ARTICLE 5
EXTENSION OF TERM

5.1 Upon the mutual consent of the Lessor and Lessee, except to the extent (if any) otherwise provided in this Agreement. Lessee may extend the term of this Agreement (subject to the "Termination" sections below), on the same terms and conditions as in effect just before the then-current end of the term, by providing written notice to lessor no later than one hundred twenty (120) days before the then-current end of the term.

(a) First Option Period: Five (5) years beginning at the expiration date of the initial term.

(b) Second Option Period: Five (5) years beginning at the expiration date of the First Option Period.

5.2 All conditions and covenants contained herein shall remain in force during any and all extension periods. During any option period, no additional rentals shall be charged for any leasehold improvements added or constructed by Lessee, or sublessee, during the term of the lease or any option period, as long as such improvements are within the Leased Premises shown in Exhibit “A”.

5.3 The right of Lessee to exercise this option(s) is conditioned on proper notice, required in Section 5.1 of this subsection and is further conditioned upon Lessee having cured any defaults in the performance of this agreement by the beginning date of the extension of the term for which such notice is given.

5.4 Lessee shall not have the right to exercise such option if this lease has been terminated for any reason or reasons, or Lessee is in default as to any provision or condition of the lease prior to the exercise of an option granted under this section.

ARTICLE 6
ACCEPTANCE, CARE, MAINTENANCE, IMPROVEMENTS AND REPAIR

6.1 Lessee warrants that it will inspect the Leased Premises and accept possession of the Leased Premises and the improvements thereon in their “as is” condition when accepted, and subject to all limitations imposed upon the use thereof by the rules and regulations of the Federal Aviation Administration and the City of Arlington, and will admit upon acceptance its suitableness and sufficiency for the uses permitted hereunder. Except as may otherwise be provided for herein, the City shall not be required to

maintain nor to make any improvements, repairs or restoration upon or to the improvements located thereon. City shall never have any obligation to repair, maintain or restore, during the term of this lease, any improvements on the Leased Premises including but not limited to, buildings, pavements, landscaping, gates and fences.

6.2 Lessee, its heirs, successors or assigns shall throughout the term of this agreement assume the entire responsibility, cost and expense, for all repair, reconstruction and maintenance whatsoever on the improvements and maintain improvements thereon in a good workmanlike manner, whatever such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generally hereof, shall:

(a) Maintain the premises in a clean and orderly condition and appearance and all improvements thereon and all of the Lessee's fixtures, equipment and personal property which are located on any part of the Leased Premises.

(b) Provide and maintain on the Leased Premises all obstruction lights, similar devices, and safety equipment required by law, rule, order, ordinance, resolution or regulation;

(c) Repair any damage caused by Lessee to the Leased Premises or caused by any agent, employee, representative or business invitee.

(d) Take measures to prevent erosion, including planting, irrigation and replanting of grasses and landscaping with respect to all portions of the Leased Premises not paved or built upon.

(e) The Lessee will be responsible for the maintenance and repair of all utility service lines placed on the Airport, by the Lessee, including but not limited to, service water lines, service gas lines, fire hydrants, electrical power, sanitary sewers, storm sewers and all common taxiways, unless those lines do not serve Lessee.

(f) Repair any disturbed areas of the Airport outside of the Leased Premises caused by Lessee, or any agent, employee, representative, or contractor of Lessee.

6.3 In the event the Lessee fails to commence to maintain, clean, repair, replace, rebuild or repaint within a period of ten (10) days after written notice from the Lessor to do any reasonable maintenance or repair work required to be done under the provisions of this agreement, other than preventive maintenance, or to diligently continue the completion of any repairs, replacement, rebuilding, painting or repainting as required under the agreement; then, the Lessor may, at its option, and in addition to any other remedies which may be available to it, enter the premises involved, without such entering causing or constituting a cancellation or breach of this agreement or an interference with the possession of the Lease Premises, and repair, replace, rebuild or repaint all or any part of the Leased Premises or the improvements thereon, and do all things reasonably necessary to accomplish the work required, any the cost and expense thereof shall be payable to the Lessor by Lessee on demand. Provided, however, if in the opinion of the Lessor, the Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the or other tenants at the Airport, and the Lessor so

states same in its notice to Lessee, the Lessor may, at its sole option, in addition to all other remedies which may be available to it, elect to perform such maintenance at any time after the giving of such notice, and Lessee agrees to pay to the Lessor the cost and expense of such performance on demand. Lessor hereby agrees, that Lessee placing orders for any structural components, and requesting bids on all repairs constitutes "commencing (sic) to repair, etc…" for purposes of this subsection.

Furthermore, should the Lessor, its officers, employees, or agents undertake any work hereunder; Lessee hereby waives any claim for damages, consequential or otherwise, as a result therefrom unless said damages are the result of Lessor's gross negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this agreement, and shall not impose or be construed to impose upon the Lessor and obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

6.4 Plans and specifications for construction of all improvements and major repairs or replacements undertaken by the Lessee shall be submitted to and receive the written approval of the Lessor's Airport Manager and if necessary Federal Aviation Administration (FAA), and no such work shall commence until such written approvals are obtained, which the Airport Manger's approval shall not be unreasonable withheld or delayed. Lessee shall first submit or cause to be submitted to Lessor for written approval, the proposed architectural or engineering plans, and specifications of the proposed work in such detail so as to allow a proper review for approval or disapproval, If FAA approval of the work is not needed, Airport Manager shall advise Lessee within fourteen (14) calendar days after receipt of the written request along with plans and specifications of City's approval or disapproval. If FAA approval of the work is needed, Lessee will submit to FAA any forms or documentation required for FAA review and approval and provide a copy of the FAA submitted forms or documentation to the Airport Manager. The Airport Manager shall advise Lessee within fourteen (14) calendar days after receipt of FAA's approval or disapproval. Upon approval from Lessor and if necessary FAA, Lessee must then obtain all necessary building permits from the City. When constructing any building or improvement upon the Leased Premises, the plans and specifications shall be prepared by Texas state-licensed architects and engineers. Lessee will accomplish the work as approved in accordance with the plans and specifications, or as the same may thereafter be modified with the consent of Lessor's Airport Manager. Within sixty (60) calendar days of project completion, for any work in accordance with this section, Lessee shall provide the Lessor's Airport Manager with a complete full size set of as-built plans.

(a) Lessee shall include in all Lessee construction contracts the following provisions:

(1) Contractor does hereby contract to waive all claims, release, indemnify, defend and hold harmless the City of Arlington and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action including all expenses of litigation and/or settlement, court costs and attorney fees which may arise by reason of injury to or death of any person or for

loss of, damage to, or loss of use of any property occasioned by error, omission or negligent act of contractor, his officers, agents, employees, subcontractors, invitees or any other persons, arising out of or in connection with the performance of this contract, and contractor will at his or her own cost and expense defend and protect the City of Arlington from any and all such claims and demands.

(2) Contractor does hereby contract to waive all claims, release, indemnify, defend and hold harmless the City of Arlington and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, suits, demands or causes of action, and liability of every kind including all expenses of litigation and/or settlement, court costs and attorneys fees for injury or death of any person or for loss of, damages to, or loss of use of any property, arising out of or in connection with the performance of this contract. Such indemnity shall apply whether the claims, losses, damages, suits, demands or causes of action arise in whole or in part from the negligence of the City of Arlington, its officers, officials, agents or employees. It is the express intention of the parties thereto that the indemnity provided for in this paragraph is indemnity by contractor to indemnify and protect the City of Arlington from the consequences of the City of Arlington's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

(3) In any and all claims against any party indemnified hereunder by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or for the contractor or any subcontractor under workers' compensation or other employee benefit acts.

(b) The complete cost of developing all necessary plans and specifications as provided herein and the construction of improvements and facilities which support the Lease whether off site or upon the Leased Premises by Lessee shall be borne solely by Lessee and be at no expense to Lessor whatsoever. Lessee shall be responsible for the repair or replacement of any offsite areas disturbed by the development of the Leased Premises.

(c) Lessee shall require the contractor, in all Lessee construction contracts, to furnish insurance in such amounts as specified in this Lease.

(d) Lessee agrees that all work to be performed by it or its contractor, including all workmanship and materials, shall be of good quality and shall be performed in full compliance with the architectural and engineering plans approved by the City of Arlington Building Officials. Lessee shall assume the risk of loss or damage to

all such work prior to the completion thereof. Lessee shall repair or replace any such loss or damage without cost to Lessor.

(e) Lessee shall deliver within five (5) calendar days of a request from Lessor's Airport Manager, drawings and specifications detailing any changes or modifications made in or to the improvements initially approved by Lessor.

(f) Lessee shall discharge all obligations to contractors, subcontractors, materialmen, workmen and/or other persons for all work performed and for materials furnished for or on account of Lessee as such obligations mature.

(g) Lessee expressly agrees in the making of any repairs on the improvements that, except with the written consent of the Lessor, it will neither give nor grant, nor purport to give or grant any mechanic's lien upon the Leased Premises or upon any improvements thereupon in the process of construction or repair, not allow any condition to exist or situation to develop whereby any party would be entitled, as a matter of law, to a mechanic lien against said Leased Premises and improvements thereon, and Lessee will discharge any such lien within ninety (90) days after notice of filing thereof. Nothing herein shall prohibit any lien by a lender or mortgagee.

(h) Nothing in this Lease shall be construed as an agreement by the Lessor to waive any lien the Lessor may have, constitutional, statutory or contractual, upon any leasehold improvements on the property.

6.5 Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others.

6.6 In the construction of any and all drainage improvements, Lessee shall comply with City of Arlington Unified Development Code as well as any other applicable statute, law, ordinance, rule or regulation, and Lessee will obtain prior written approval from the City Manager or his designee for all plans and specifications relating to drainage improvements including any off site letters of permission as determined by the accepted engineering plans.

ARTICLE 7
INSPECTION BY CITY

7.1 The Lessor, its authorized agents, and authorized agents of other governmental agencies, including the Federal Aviation Administration, shall have the right to enter the Leased Premises, at any time between 8:00 a.m. and 5:00 p.m., Monday through Friday, for any purpose connected with the performance of Lessor's or Lessee's obligations hereunder, in the exercise of its governmental functions, in order to inspect the performance of Lessee's obligations under this Lease, or to inspect safety compliance. In case of an emergency or if necessary to ensure the health, safety and welfare of the public and/or Airport tenants, Lessor may enter upon the Leased Premises at any time.

ARTICLE 8
ADDITIONAL OBLIGATIONS OF LESSEE

8.1 Lessee shall comply with all health and safety laws, requirements of any other federal, state or municipal laws, ordinances, rules, regulations and requirements, applicable to the Leased Premises thereon and its operations at the Airport hereunder.

8.2 Lessee shall take all reasonable measures not to produce in the Airport any disturbance that interferes with the operation by the Lessor or the Federal Aviation Administration or its designated agent of air navigation, communication or flight equipment on the Airport. Lessee shall control the conduct and demeanor of its officers, agents, employees, invitees, and upon objection from Lessor concerning the conduct, demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.

8.3 Lessee shall comply with all written instructions of the City in disposing of its trash and refuse at Lessee's expense, and shall use a system of refuse disposal approved by the City. The manner of handling and disposing of trash, garbage and other refuse and the frequency of removal thereof from the Airport premises shall at all times be subject to the rules, regulations, and approval of City.

8.4 Lessee shall not do, not permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any are located on the Leased Premises.

8.5 Any and all emergencies involving aircraft, Police Department, Fire Department or an ambulance shall be reported to the Airport Manager or his designee immediately after contacting the appropriate public safety agencies.

8.6 Lessee's automobiles, trucks or other vehicles and ancillary equipment shall not operate on the taxiways or runway without radio contact with the Air Traffic Control Tower.

8.7 Lessee shall repair any damage to any off site improvements caused by or resulting from any activities or operations of the Lessee, or Lessee's agents, employees and contractors.

8.8 Lessee will provide the City with keys, combinations, or access codes to all gates installed on Leased Premises.

8.9 Lessee will provide the City with an inventory of all aircraft stored on Leased Premises; such inventory will include aircraft type and registration number ("N-Number"), and will be provided annually when requested by the Airport Manager.

ARTICLE 9
SUBLETTING AND ASSIGNMENT

9.1 Except as provided herein, if Lessee should desire to sublet any or all of the Leased Premises, Lessee may do so only after receiving the written consent of Lessor. Any such subletting, if permitted, shall not release Lessee from its obligations hereunder. Lessee may sublet space for aircraft storage space without written approval of the City.

(a) Any and all subletting shall be subordinate to this Lease and subject to the Arlington Municipal Airport's rules, regulations and General Aviation Minimum Standards. Lessee shall be responsible for the sublessee's compliance with all federal, state and municipal laws, ordinances, rules and regulations.

(b) A copy of each sublease executed between the Lessee and a sublessee shall be delivered to the Lessor's Airport Manager within ten (10) calendar days of execution.

(c) All sublessees shall comply with Arlington Municipal Airport General Aviation Minimum Standards for those commercial activities as described in Article 3 above. For those commercial activities not described in Art 3, sublessee must first obtain approval from the Airport Manager before conducting such activities. Approval of such will not be unreasonably withheld.

9.2 Lessee shall not be allowed to assign this Lease, in whole or in part, without the prior written consent of the Lessor.

ARTICLE 10
INGRESS AND EGRESS

10.1 The Lessee shall have the right of ingress and egress to and from the Leased Premises by means of roadways, common aircraft taxiways, and/or all runways, to be used in common with others having rights of passage thereon.

10.2 The use of any such roadway, taxiway or runway shall be subject to the Arlington Municipal Airport Rules and Regulations. The City may, at any time, temporarily close or consent to or request the closing of, any such roadway so long as the City installs reasonable means of ingress and egress to the Lessee Premises. The Lessee hereby releases and discharges the City, its officers, employees and agents; and all municipalities and other governmental authorities and their respective successors and assigns, from any and all claims, demands, or causes of action which the Lessee may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or taxiway provided that the City constructs a reasonable means of access to the Leased Premises. The Lessee shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Leased Premises or on any streets or roadways near the Leased Premises.

ARTICLE 11
INSURANCE, DAMAGE OR DESTRUCTION

11.1 Prior to commencement of any activity permitted on the Leased Premises as provided in this lease, Lessee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance as shown on Arlington Municipal Airport General Aviation Minimum Standards Exhibit "A" – Insurance Requirements "Aircraft Maintenance Operator and Avionics or Instrument Maintenance Operator-Piston" with companies duly authorized to do business in the State of Texas and with an AM Best rating of A VII or better. The types and amounts of insurance are subject to change immediately should Lessee commence additional commercial activities,

11.2 Property Insurance which shall include Fire and Extended Coverage which shall cover Insurance covering the improvements presently existing on, or hereafter created on the Leased Premises, against loss or damage by fire, windstorm hail, tornado, explosion, water, lightning, rain, sleet, snow, sprinkler leakage, riots, civil commotion, vandalism, malicious mischief, and aircraft/vehicle damage. This type of insurance shall be carried in an amount of coverage not less than replacement cost of the property dedicated to or necessary to performance of Lessee's obligations under this agreement, and the policy or policies of insurance shall name the Lessor as a Loss Payee, as their interests may appear.

11.3 In the event of damage to such buildings and structures, Lessee will immediately notify Lessor of the nature and extent of such damage. If damage results in the partial loss of or the total destruction of a building, improvement or structure, as shown in Exhibit "A", Lessee agrees to apply all insurance proceeds to the rebuilding of the improvements as approved by the City. In no event shall Lessee be obligated to provide equipment and fixtures in excess of those existing prior to such damage or destruction. Lessee agrees that such work will promptly commence and proceed to completion with due diligence; subject to delays beyond Lessee's control.

11.4 Upon completion of any repairs or reconstruction, the Lessee shall certify by a responsible officer or authorized representative that such rebuilding and repairs have been completed.

11.5 If a total loss occurs, this Lease shall terminate. Lessee will use proceeds from the policies of insurance to remove all debris and remaining improvements from, fill any substantial excavations in, and return the Leased Premises to a level and vacant condition. Lessor shall then receive the remaining proceeds equal to the replacement cost of the improvements measured as if no destruction had occurred. Lessee shall then receive all remaining proceeds, if any.

11.6 Lessee's Liability Insurance
All insurance policies provided under this contract shall be written on an "occurrence" basis. The policy limits stated below are at a minimum.

Liability Insurance

Commercial General Liability $1,000,000 Per Occurrence/$2,000,000 Aggregate

Environmental Impairment $1,000,000 Per Claim/Aggregate
May be included on General Liability Policy or written separately

Commercial Auto Liability $1,000,000 Combined Single Limit
(Any Auto, including hired, and non-owned autos)

Workers' Compensation Statutory Limit
Employer's Liability $1,000,000 Each Occurrence
$1,000,000 Disease – Each Employee
$1,000,000 Disease – Policy Limit

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

1. The City of Arlington as an additional insured on all policies except Workers Compensation;

2. Provide for thirty (30) days notice of cancellation to the City, ten (10) days for nonpayment of premium, material change, or any other cause;

3. Be written through companies duly authorized to transact that class of insurance in the State of Texas with an A.M. Best rating of A:VII or better; and,

4. Waive subrogation rights for loss or damage so that insurers have no right of recovery or subrogation against the City of Arlington, 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.

5. If Environmental Impairment (Pollution) Liability coverage is provided on a claims-made basis, Contractor must maintain this policy for a period of two (2) 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.

11.7 Construction Insurance

(1) For construction of any permanent improvement erected by or on behalf of the Lessee, the Lessee or his contractor shall purchase and maintain, until final completion and acceptance of all work, Builder's Risk Insurance, All Risk Form in an amount equal to one hundred percent (100%) of the construction contract value, as amended, Completed Value Form. This policy shall be written jointly and in the names of the City of Arlington, the Lessee, the Contractor, subcontractors and Sub-subcontractors as their interest may

appear. This insurance shall be specific as to coverage and shall not be contributing insurance with any permanent insurance maintained on the property:

(2) Prior to the commencement of construction of any permanent improvement, Lessee or his Contractor shall purchase and maintain until final completion and acceptance of all work:

(a)General Liability Insurance. Including Premises Operations, Independent Contractors, Contractual Liability and Owners and Contractors Protective Liability, coverage to include the indemnity provisions of the construction contract. Coverage shall apply as specified with combined single limits of liability for bodily injury and property damage of not less than $1,000,000 per occurrence/$2,000,000 aggregate.

(b) Workers' Compensation Insurance with the same coverage's and limits as specified above;

(c) Comprehensive Automobile and Truck Liability Insurance with the same coverages and limits as specified above.

(d) Policy Endorsements and Special Conditions

(1) In all insurance policies previously described herein, the City of Arlington shall be named as an additional insured warranting no operational interest.

(2) The term "Owner" or "City of Arlington" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Offices of the City of Arlington and individual members, employees, and agents thereof in their official capacities, or while acting on behalf of the City of Arlington.

(3) Certificates of each insurance policy required herein, together with a statement by the issuing company to the extend that said insurance policy will not be cancelled or materially changed without thirty (30) days prior notice being given to the City of Arlington shall be delivered to the Airport Manger, City of Arlington, 5000 South Collins Street, Arlington, Texas, 76018, prior to either beneficial occupancy of the Leased Premises or the commencement of any construction of permanent improvements, whichever is applicable.

(4) The term "Permanent Improvements" is meant to include, but is not limited to, buildings, structures, wings, annexes to buildings paved areas, utility lines, roads, fences, walls or anything affixed to any building in such a manner as to become a fixture under Texas law.

(5) 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 policy, insurers shall have no right of recovery or subrogation against the City of Arlington and shall provide the City of Arlington with a Waiver of Subrogation.

(6) The policy clause "Other Insurance" shall not apply to the City of Arlington where the City of Arlington is insured on the policy.

(7) Companies issuing the insurance policies shall have no recourse against the City of Arlington for payment of any premiums or assessments for any deductibles which all are at the sole risk of the Lessee.

(8) If Lessee employs a general contractor, Lessee shall require its general construction contractor to carry the required insurance until final completion and acceptance of all work. Certificates evidencing such coverage and satisfactory to the City shall be provided to the Airport Manager prior to commencement of construction.

(9) Lessee shall not do or permit to be done any act or thing in or upon the Leased Premises which will invalidate or be in conflict with the Certificate of Occupancy or the Texas Sate Standard Form of fire, boiler, sprinkler, water damage, or other insurance policies covering the buildings and the fixtures therein, and, the Lessee shall, at its own expense, comply with applicable rules, orders regulations or requirements of any local Board of Fire Underwriters or any other similar body having jurisdiction.

(10) Approval, disapproval, or failure to act by the City of Arlington regarding any insurance supplied by Lessee (or any of Lessee's Sub-Contractors or Sublessees) shall not relieve the Lessee of full responsibility or liability for damages and accidents as set forth in the insurance documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Lessee from liability.

(11) Any of such insurance policies required under this Section may be written in combination with any of the others, where legally permitted; provided, however, that none of the specified limits stated herein may be lowered thereby.

(12) In the event that any claim for loss, or damage exceeds the limits of the insurance polices and/or is not insured under the terms of the policies, the negligent party shall stand the risk at their sole expense. If the Lessee is negligent, the Lessor shall have the right to terminate this Lease unless sufficient payment or additional

security is furnished by Lessee to cover the loss or damage. If the Lessor is negligent for the loss or damage, the Lessee shall be held harmless for the amount of loss or damage not covered by the insurance policies covering the operations under this contract. Article X, Section 6, of the City's Charter, any person who may have a claim against the City must file written notice thereof with the City Secretary within 180 days after the injury or damage occurred, and this requirement cannot be waived by any insurance carrier or by any City official.

(13) It is understood and acknowledged by both parties that the minimum amounts for insurance, as provided for herein, may be adjusted to the then prevailing amounts for insurance required by the Lessor at any time that rental rates are subject to adjustment in accordance with Article 4(1)(e) of this lease agreement or the nature of Lessee's operations change.

ARTICLE 12
LIABILITIES AND INDEMNITIES

12.1 City shall not in any way be liable for any cost, liability, damage or injury, including cost of suit and reasonable expenses of legal services, recovered by any person whomsoever, occurring on the Leased Premises, as a result of any operation, works, acts or omissions performed on the Leased Premises, including but not limited to any claim arising from the sale or availability of alcoholic beverages for human consumption or the actual consumption of alcoholic beverages by Lessee, its sublessees or tenants, guests or invitees, whether business or otherwise.

12.2 Lessee agrees to indemnify, save and hold harmless, the City, its officers, agents, servants, and employees from any and all damage and expenses recovered by any person, firm or corporation by reason of injury to, or death of, any person or persons, and damage to, destruction or loss of any and all property, including City personnel and City property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of Lessee, its agents, servants, employees, contractors, sublessees or tenants.

12.3 The Lessee agrees to save and hold the City, its officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, or claim for damages in connection with any actual infringement of any patent, trademark or copyright arising from any claim of such arising out of the operations. The Lessee shall indemnify and hold harmless the City from any claim for commission or brokerage made by any such broker when such claim is based in whole or in part upon any act or omission of the Lessee.

12.4 In any and all claims against any party indemnified hereunder by any employee of the Lessee, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way

by any limitation on the amount or for the Lessee or any contractor or subcontractor under worker's compensation or other employee benefit acts.

ARTICLE 13
ENVIRONMENTAL CONCERNS AND MONITORING REQUIREMENTS

13.1 Lessee acknowledges that its uses of the Leased Premises and the operations, maintenance and activities conducted thereon may be subject to federal, state and local environmental laws, rules and regulations, collectively referred to as "Governmental Regulations", including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, the Resources Conservation and Recovery Act ("RCRA"), as amended, and the regulations promulgated thereunder. As a material covenant of the Lease, Lessee, at its sole expense, shall comply with all such present and future Governmental Regulations, applicable to Lessee's construction, operations, maintenance, use and activities on the Leased Premises.

13.2 The term "hazardous wastes" is used herein as it is defined in 42 U.S.C.A. Section 6901 et seq. The term "hazardous substances" is used herein as it is defined in CERCLA. These terms shall also include, for the purposes of the Lease, any substance requiring special treatment, handling, manifesting and records according to a governmental authority.

13.3 Lessee hereby releases, discharges and holds Lessor harmless and agrees to indemnify Lessor for claims, liabilities, suits, damages, expenses and fines arising out of or resulting from any sudden or gradual or any other release, discharge, spill, contamination or pollution by or from hazardous wastes or substances caused by Lessee, its contractors, subcontractors, agents, officers, invitees and representatives, existing, created or occurring on or under the Leased Premises. Lessee's obligations and liabilities under this section shall continue so long as Lessor remains responsible for any release, spills, discharges or contamination of hazardous substances or wastes existing on the Leased Premises or resulting or caused by or attributable to the Lessee.

13.4 Lessee shall, at its sole expense, make all submissions and provide all information to the appropriate governmental authorities of the state, including the Texas Water Commission ("TWC") or any other successor agency, the Texas Commission on Environmental Quality ("TCEQ"), the United States Environmental Protection Agency ("USEPA") or any other local, state or federal authority or agency which requires submission of information regarding any spill, discharge or other reportable release of hazardous wastes or substances. Lessee shall provide in a timely manner, copies of all such submissions and information to Lessor's Airport Manager or his/her designated agent.

13.5 Should a governmental authority having jurisdiction over environmental matters, including but not limited to the TWC, TCEQ, USEPA or Lessor, determine that a response, plan or action be undertaken due to any spill, discharge, contamination, release or pollution of hazardous substances or wastes existing at the execution of this Lease or occurring, arising or resulting during the balance of the term of the Lease, whether

sudden or gradual, accidental or intentional, on the Leased Premises, Lessee shall, at its sole expense, prepare and submit the required plans and undertake, implement and diligently perform the required action, response or plan to completion in accordance with the rules and direction of such governmental authority(ies) and to the satisfaction of Lessor. Lessee's obligations under this section shall arise if there is any existing spill, discharge, release, contamination or pollution at the Leased Premises.

13.6 Lessee's obligation under this section shall survive any assignment or subletting of the Leased Premises. Furthermore, Lessee's obligations under this section shall survive the termination of this Lease as to any activity or omissions which occurred during the term of the Lease.

ARTICLE 14
RULES AND REGULATIONS SIGNAGE AND DEVELOPMENT STANDARDS

14.1 Lessee agrees to observe and obey any and all rules and regulations and all other Federal, State and Municipal rules, regulations and laws and require its officers, agents, employees, contractors, and suppliers, to observe and obey the same. City reserves the right to deny access to the Airport and its facilities to any person, firm or corporation that fails or refuses to obey and comply with such rules, regulations and law. Lessee herby acknowledges receipt of a current copy of such Arlington Municipal Airport Rules and Regulations and the Arlington Municipal Airport General Aviation Minimum Standards.

14.2 There shall be no fuel sales permitted on any portion of the Leased Premises without the approval of the City.

14.3 Signage shall comply with City ordinances and Development Standards for the Arlington Municipal Airport, whichever is more restrictive.

14.4 The City shall make available its approved City of Arlington's Unified Development Code for and all aspects of the Leased Premises, including any structures of any type, shall comply. The parties recognize that the standards may change from time to time. The standards applicable to a project are those in effect at the time of the permit application for that project.

ARTICLE 15
UTILITIES

15.1 Except as may be specifically agreed to in writings signed by Lessee and Lessor, if any, Lessee will bear costs, expenses and fees of extension connections and tapping charges for water and sanitary sewer facilities in accordance with the Ordinances of the City of Arlington. Any storm sewer construction on the Leased Premises necessitated by the erection of additions to or improvements to or upon the Leased Premises in order to provide for drainage will be the responsibility of Lessee. Lessee will, at its expense, also make arrangements for the installation or connection of whatever private utilities it may desire or need in connection with the use of improvements or additions made by the

Lessee to the Leased Premises. Lessee acknowledges that Lessor is not responsible for providing electric, telephone and/or natural gas utility service to Lessee. Any construction performed by Lessee within any utility easement area must meet utility company criteria for design and construction in such easement area. Any and all connections to water and sewer lines must occur at the utility connection points agreed to by Lessee and Lessor. Unless agreed to by Lessee and Lessor all costs incurred with any relocation of existing utility lines or facilities or installation of additional utility lines or facilities shall be entirely at Lessee's expense.

ARTICLE 16
NON-DISCRIMINATION

16.1 The Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, and subject to the rights of Lessee its sublessee's, heirs, assigns, and transferees, does hereby covenant and agree as a covenant running with the land that all facilities constructed, maintained, or otherwise operated on the Leased Premises will be available to the public. The Lessee shall maintain and operate such facilities and services in compliance with all United States Government requirements imposed now or in the future, including 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-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

16.2 The Lessor and Lessee, for itself, its personal representative, successors in interest, assigns and heirs, as a part of the consideration hereof, do hereby covenant and agree a covenant running with the land that (1) no persons on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to 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 Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

16.3 The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E, to insure that no person shall be excluded on these grounds from participant in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganization provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances

from their suborganizations, as required by 14 CFR Part 152, to Subpart E, to the same effect.

16.4 Lessee assures that it will comply with pertinent statutes, Executive Orders and such rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This paragraph obligates the Lessee or its transferee for the period during which federal assistance is extended to the Airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, this paragraph obligates the party or any transferee for the longer of the following periods:

(a) The period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which the Airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this paragraph binds the contractors from the bid solicitation period through the completion of the contract.

ARTICLE 17
RIGHTS OF ENTRY RESERVED

17.1 In the event that any personal property of Lessee shall obstruct the access of the City, its officers, employees, agents or contractors, or the utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or said utility company, in order that access may be had to the system or part thereof for inspection, maintenance or repair. If Lessee shall fail to so move such property after direction from the City or said utility company to do so, the City or the utility company may move it, and the Lessee hereby agrees to pay the costs of such moving upon demand, and further Lessee hereby waives any claim for damages as a result therefrom, except for claims for damage arising from the City's sole negligence.

ARTICLE 18
ADDITIONAL RENTS AND CHARGES

18.1 Except as provided in Section 4, in the event Lessee, its lender, heir, assignee or successors fails within ten (10) days after receipt of written notice from City to perform or commence to perform any obligation required herein to be performed by Lessee, the City may enter the Lease Premises (without such entering causing or constituting a cancellation of this agreement or an interference with the possession in such Leased Premises by Lessee) and do all things reasonable necessary to perform such obligation, charging to Lessee the cost and expense thereof, and Lessee agrees to pay to the City

upon demand such charge. City hereby agrees that placing orders for any structural components and requesting bids on all repairs constitutes "commencing (sic) to repair, etc…" for purposes of this subsection.

18.2 If the City elects to pay any sum or sums or incur any obligation or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions, covenants or agreements contained in this agreement, or as the result of any act or omission of Lessee contrary to said conditions, covenants or agreements. Lessee hereby agrees to pay the sum or sums so paid or expense so incurred by the City as the result of such failure, neglect or refusal of Lessee. In such event, the total of such amounts may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become additional rent recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent provided for in this agreement. The Lessee has the right to contest any request as unreasonable and unnecessary.

ARTICLE 19
DEFAULT

19.1 The following events shall be deemed to be events of default by Lessee under this Lease:

(a) Lessee shall fail to pay any installment of rent or late charge if such charge exists, and such failure shall continue for a period of three (3) calendar days after notice of such default is delivered to Lessee, as stipulated in Section 4.1b of this Lease.

(b) Lessee shall fail to provide proof of insurance as required by this Lease or fail to carry the required coverages of insurance as required by this Lease, and either such failure shall continue for a period of three (3) business days after notice of such delinquency is delivered to Lessee.

(c) Lessee shall fail to comply with any term, provisions, clause, sentence, covenant or any other item of this Lease, except as specifically described above, and shall not cure such failure within a reasonable number of days as specified in written notice to Lessee.

(d) It is recognized that if Lessee is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate Lessee's performance of this Lease. Accordingly, it is agreed that upon the occurrence of any such event, Lessor shall be entitled to request of Lessee or its successor in interest adequate assurance of future performance in accordance with terms and conditions hereof. Failure to comply with such request within five (5) calendar days of delivery of the request shall entitle Lessor to exercise the rights and remedies set forth below.

(e) Lessee transfers, sells or otherwise conveys its right, title or interest in this Lease to another person, party or entity, without the prior express written consent of Lessor.

(f) Ownership of Lessee is transferred, sold or otherwise in any way conveyed to a third party, person, or entity, without the prior express written consent of Lessor.

19.2 Upon the occurrence of any event of default specified above, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(a) Terminate this Lease in which event Lessee shall immediately surrender the Leased Premises to Lessor; and if Lessee fails to do so, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove Lessee and any other person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Lessee agrees to pay to Lessor on demand the amount of all loss and damages which Lessor may suffer by reason of such termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.

(b) Enter upon and take possession of the Leased Premises and expel or remove Lessee and any other person who may be occupying the Leased Premises or any part hereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and if Lessor so elects, relet the Leased Premises on such terms as Lessor shall deem advisable and receive the rent thereof; and Lessee agrees to pay to Lessor on demand any deficiency that may arise by reason of such reletting.

(c) Enter upon the Leased Premises by force if necessary, without being liable for prosecution or any claim of damages therefore and do whatever Lessee is obligated to do under the terms of this Lease; and Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur, thus effecting compliance with Lessee's obligations under this Lease; and Lessee further agrees that Lessor shall not be liable for any damages resulting to Lessee from such action.

19.3 No reentry or taking possession of the Leased Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless written notice of such intention shall be given to Lessee. Notwithstanding any such reletting or reentry or taking possession, Lessor may at any time thereafter elect to terminate this Lease for a previous default not cured either by the Lessee, or if Lessee failed to cure an event of default under this Section within an initial cure period and such occurred three times over a six month period, or, in the event of a purely monetary default, by Lessor drawing upon the Letter of Credit. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall the pursuit of any remedy herein provided constitute a forfeiture or waiver of any

payments due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provision, and covenants herein contained. Lessor's acceptance of payments following an event of non-monetary default hereunder shall not be construed as Lessor's waiver of such event of default. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that Lessor may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken following possession. Should Lessor at any time terminate this Lease for any default, in addition to any other remedy Lessor may have, Lessor may recover from Lessee all damages Lessor may incur by reason of such default, including cost of recovering the Leased Premises and reasonable attorney's fees expended by reason of default.

ARTICLE 20
TERMINATION BY LESSEE

20.1 In addition to any other right of cancellation herein given to Lessee, or any other right to which it may be entitled by law, equity or otherwise, as long as Lessee is not in default in payment to City of any amounts due City under this agreement. Lessee may cancel this agreement and thereby terminate all of its rights and unaccrued obligation to the City hereunder; by giving City at one hundred twenty days (120) advance written notice.

20.2 Before the end of the term hereof, Lessee may terminate this lease and any or all of its obligations hereunder at any time that the Lessee is not in default in the payment of any amount due the Lessor by giving Lessor sixty (60) days written notice upon or after the happening of any one of the following events:

(a) The assumption by the United States Government, or any agency or instrumentality thereof, of the operation, control or use of Arlington Municipal Airport for National Defense in such a manner as to preclude Lessee for a period of ninety (90) days or more, from using such airport in the conduct of its business. Lessor shall not be liable to Lessee if the latter is so dispossessed, but for any time that such takes place, the rental required of Lessees shall be abated, and that period of time shall be added as an extension of the term of the lease. The foregoing provision is not intended to waive any rights or privileges which either Lessor or Lessee may possess as to compensation of any kind from the United States Government, or any agency or instrumentality thereof, for such an assumption of use or control of Arlington Municipal Airport as is described in this Article.

(b) A material default on the part of the Lessor to meet and observe any of the covenants herein contained, if such default has continued for a period of sixty (60)

days or more after written notice to Lessor by Lessee, unless Lessor has begun, and is continuing in good faith, to remedy the default in such interval.

ARTICLE 21
CONDEMNATION

21.1 If during the term of this lease, all of the Leased Premises should be taken for any public or quasi-public use under any governmental law or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this agreement shall terminate and the Lessee, its heirs, successors and assignees shall be paid just compensation for the leasehold estate and improvements in accordance with Texas eminent domain law. Rent shall be abated during the unexpired portion of this lease effective as of the date of the taking of the premises by the condemning authority.

21.2 If less than all, but more than fifty percent (50%), of the Leased Premises is taken for any public or quasi-public use under any governmental law or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation. If the Leased Premises are partially condemned and Lessee fails to exercise the option provided in the preceding paragraph to terminate the lease, or if less than fifty percent (50%) of the Leased Premises are condemned, this lease shall not terminate but Lessor shall immediately, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the premises are leased. The minimum fixed rent payable under Article 4 of this lease shall be adjusted equitably during the unexpired portion of this lease.

21.3 Lessee, assignees, successors, heirs shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceeding. The termination of this lease shall not affect the rights of the respective parties to such awards.

21.4 Regardless of any other provision of this Article, no condemning authority shall be required to pay more than the then current fair market value of the Leased Premises.

ARTICLE 22
SURRENDER AND RIGHT OF RE-ENTRY

22.1 Upon the cancellation or termination of this agreement, Lessee agrees peaceable to surrender the Leased Premises to the City. Upon any such cancellation or termination, the City may re-enter the Leased Premises together with all improvements and additions thereto at City's election. Furthermore, upon such cancellation or termination, and for a reasonable time thereafter (not exceeding thirty (30) days after such cancellation or termination), Lessee shall have the right to remove its personal property, fixtures and

trade equipment which it may have on the Leased Premises, provided the removal thereof does not impair, limit or destroy the utility of said Leased Premised.

22.2 If Lessee fails to remove its property within thirty (30) days after the termination of or expiration of this Lease, Lessor may remove such property to a public warehouse for deposit or return the same in its own possession. If the Lessee fails to take possession and remove such property, after paying any appropriate rental fees, within sixty (60) days after termination of the Lease, the property shall be deemed to be abandoned and Lessor may sell the same at public auction.

ARTICLE 23
SERVICES TO LESSEE

City covenants and agrees that during the term of the agreement and all extensions it will operate the Airport for the benefit of the public provided, however, that the City, with the concurrence of FAA, may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public. The City further agrees to maintain all, runways, approaches, lighting, fences, safety areas, and all taxiways in good repair. City agrees further to keep in good repair hard-surfaced public roads for access to the Leased Premises and likewise to maintain its water and sanitary sewer facilities in areas designed for utilities to the Leased Premises for access thereto by Lessee in accordance with Ordinances governing same.

ARTICLE 24
LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

Except for the exclusive right of Lessee to possession of the Leased Premises, no exclusive rights at the Airport are granted by this agreement and no greater rights or privileges with respect to the use of the Leased Premises or any part thereof are granted or unintended to be granted to the Lessee by this agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

ARTICLE 25
NOTICES

25.1 All notices, consents and approvals required or desired to be given by the parties hereto shall be sent in writing, and shall be deemed sufficiently given when same is hand delivered or deposited in the United States Mail, sufficient postage prepared, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

To: Airport Manager
City of Arlington
5000 S. Collins, STE 100
Arlington, Texas 76018

To Lessee: Van Bortel Aircraft, Inc.
4912 S. Collins St.
Arlington, Texas 76018

25.2 Such addresses shall be subject to change from time to time to such other addresses as may have been specified in written notice given by the intended recipient to sender.

ARTICLE 26
HOLDING OVER

26.1 A holding over by Lessee after the termination of this lease and after written notice by City to vacate such premises, continued occupancy thereof by Lessee shall constitute Lessee a trespasser.

26.2 Any holding over by Lessee beyond the sixty (60) day period permitted for removal of fixtures without the written consent of the City shall make the Lessee liable to the City for rent.

26.3 All insurance coverage that Lessee is required under the provisions hereof to maintain in effect shall continue in effect for so long as Lessee, or any of Lessee's sublessees or tenants occupy the Leased Premises or any part thereof.

ARTICLE 27
INVALID PROVISIONS

The invalidity of any provisions, articles, paragraphs, portions, or clauses of this agreement shall have not effect upon the validity of any other part or portion hereof, so long as the remainder shall constitute an enforceable agreement.

ARTICLE 28
MISCELLANEOUS PROVISIONS

28.1 All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other, or of any other remedy available to the City, or Lessee, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

28.2 Force Majeure: Neither party shall be deemed in violation of this agreement if it is prevented from performing any of its obligations hereunder by reason of labor disputes, acts of God, acts of the public enemy, and acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control.

28.3 Quiet Enjoyment: The City covenants that Lessee shall and may peaceably and quietly have, hold, manage, market and enjoy the Leased Premises exclusively to it during the term and all option periods hereof as provided in this Agreement.

28.4 Lessee shall not use, or permit the use of, the Leased Premises, or any part thereof, for any purpose or use other than those authorized by this agreement without approval of the Airport Manager.

28.5 This agreement shall be performable and enforceable in the City of Arlington and County of Tarrant, Texas, and shall be construed in accordance with the laws of the State of Texas.

28.6 This agreement is made for the sole and exclusive benefit of the City, Lessee, their successors, assigns, heirs, and the public.

28.7 Subject to the limitations upon assignment herein contained, this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

28.8 In the event of any ambiguity in any of the terms of this agreement, it shall not be construed for or against any party hereto on the basis that such party did not author the same.

28.9 All covenants, stipulations and agreements in this agreement shall extend to and bind each party hereto, its legal representatives, successors, assigns and heirs.

28.10 The titles of the articles of this agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manger the terms and provisions hereof or the interpretation or construction thereof.

28.11 For purposes of this Lease, including its intended operation and effect, the parties specifically agree that:

(a) The Lease only affects matters/disputes between the parties to this Lease, 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 contractual relationship with Lessor or Lessee.

(b) The terms of this Lease are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Lessor or Lessee.

28.12 Nothing herein contained shall create or be construed to create a co-partnership or joint venture between the City and the Lessee. The City and the Lessee each expressly disclaim the existence of such a relationship between them.

ARTICLE 30
INDEPENDENT CONTRACTOR

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

ARTICLE 31
SUBORDINATION CLAUSES

This agreement is subject and subordinate to the following:

31.1 The City reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use of the Airport or access to the Leased Premises.

31.2 The City reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in the opinion of the City, would constitute a hazard to Aircraft.

31.3 Because the Leased Premises is situated upon a public airport Lessee's right in the airspace above the Leased Premises are limited to those rights granted pursuant to Federal Aviation Administration rules, regulations and orders, as promulgated and amended from time to time.

ARTICLE 32
PRIORITY OF DOCUMENTS AND CONTROLLING AUTHORITY

32.1 In the event of conflict or ambiguity or discrepancy between the documents and controlling authorities listed below, priority of interpretation shall be in the following order:

(a) Applicable federal (including but not limited to Federal Aviation Regulations, Federal Aviation Administration Construction Requirements) and state laws, rules and regulations, as amended;

(b) Arlington City Code requirements including but not limited to the Unified Development Code, zoning, landscape standards and construction sections of the Code of the City of Arlington;

(c) Arlington Municipal Airport General Aviation Minimum Standards , as amended;

(d) Arlington Municipal Airport Design Standards, as amended.

32.2 Each of the documents and authorities listed above are incorporated herein by reference as if written word for word.

ARTICLE 33
ENTIRE AGREEMENT

33.1 The agreement consists of Article 1-32.2, inclusive, and Exhibit "A".

33.2 This constitutes the entire agreement of the parties hereto and may not be changed, modified, discharged or extended except by written instrument duly executed by the City and the Lessee. The parties agree that no representations or warranties shall be binding upon the City or the Lessee unless expressed in writing in this agreement of lease or attached Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written above.

VAN BORTEL AIRCRAFT, INC.

BY: _____

HOWARD G. VAN BORTEL, President

CITY OF ARLINGTON, TEXAS

BY_____

JAMES F. PARAJON, Deputy City Manager

ATTEST:

_____
MARY W. SUPINO, City Secretary

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney

BY_____

THE STATE OF TEXAS §

VAN BORTEL AIRCRAFT, INC.

COUNTY OF TARRANT § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared **HOWARD G. VAN BORTEL,** 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 **VAN BORTEL AIRCRAFT, INC.,** 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 in and for
The State of _____

_____ _____
My Commission Expires Notary's Printed Name

THE STATE OF TEXAS §

CITY OF ARLINGTON, TEXAS

COUNTY OF TARRANT § **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 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"

BEING a portion of land out of all that certain tract of land in the W. D. Lacy Survey, Abstract 929, and being a portion of Lot 3, Block A, Amended Plat Lots 1-7, 8X, 9, 10, and 14 Block A, and Lot 1X, Block B, Arlington Municipal Airport to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Instrument No. D212266528, Plat Records, Tarrant County, Texas; said portion also being a portion of land out of Tract 1, to the city of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 3400, Page 407, Plat Records, Tarrant County, Texas; said portion being more particularly described, by metes and bounds, as follows:

COMMENCING at an "X" cut in concrete found for the Southwest corner of said Lot 3, Block A, Amended Arlington Municipal Airport Plat from wince an "X" cut in concrete found for the Northwest corner of Lot 14, Block A, of said Amended Arlington Municipal Airport Plat bears N 52° 48' 57" E, a distance of 209.23; THENCE N 12° 44' 23" W, with the west line of said Lot 3, Block A, Amended Arlington Municipal Airport Plat, a distance of 155.72 feet, to a point on the south line of Ramp Number 2, THENCE S 52° 34' 14" W, over and across the aforesaid Tract number 1 and with the south line of Ramp Number 2, a distance of 1.44 feet, to a point for a corner hereon being the PLACE OF BEGINNING;

THENCE N 34° 57' 03" W, departing said south line of Ramp Number 2, and with the west line of said Ramp Number 2, over and across said Tract number 1, at a distance of 62.67 feet, crossing the west line of the 25' Emergency Access Easement according to the plat thereof recorded in Cabinet A, Slide 13003, P.R.T.C.T., in all a distance of 65.70 feet, to an angle point in said Ramp Number 2;

THENCE N 14° 50' 22" W, over and across said Tract 1, a distance of 39.70 feet, to a point for a corner , same being the northwest corner of said Ramp Number 2;

THENCE N 52° 34' 18" E, departing the west line of said Ramp Number 2, at a distance of 2.86 feet, passing the aforesaid 25' Emergency Access Easement, at 30.38 feet, passing the west line of the property line of the aforesaid Lot 3, Block A, Amended Arlington Municipal Airport Plat, in all a distance of 32.00 feet, to a point for a corner at the northwest corner of a Hanger Building at 4912 South Collins Street; said point being the most northerly southwest corner of Ramp Number 1,

THENCE N 37° 25' 42" W, departing said most northerly southwest corner of Ramp Number 1, and the northwest corner of a Hanger Building at 4912 South Collins Street, a distance of 50.00 feet, to a point for a corner being the northwest corner of said Ramp # 1;

THENCE N 52° 34' 18" E, departing the west line of said Ramp Number 1 and with the north line of said Ramp Number 1, a distance of 140.00 feet, to a point for a corner being the northeast corner of said Ramp # 1;

THENCE S 37° 23' 27" E, departing the north line of said Ramp # 1 and with the east line of said Ramp # 1, a distance of 202.29 feet, to a point at the southeast corner of said Ramp # 1;

THENCE S 52° 34' 14" W, departing the east line of said Ramp # 1 and with the south line of said Ramp # 1, a distance of 140.00 feet, to a point at the southwest corner of said Ramp # 1;

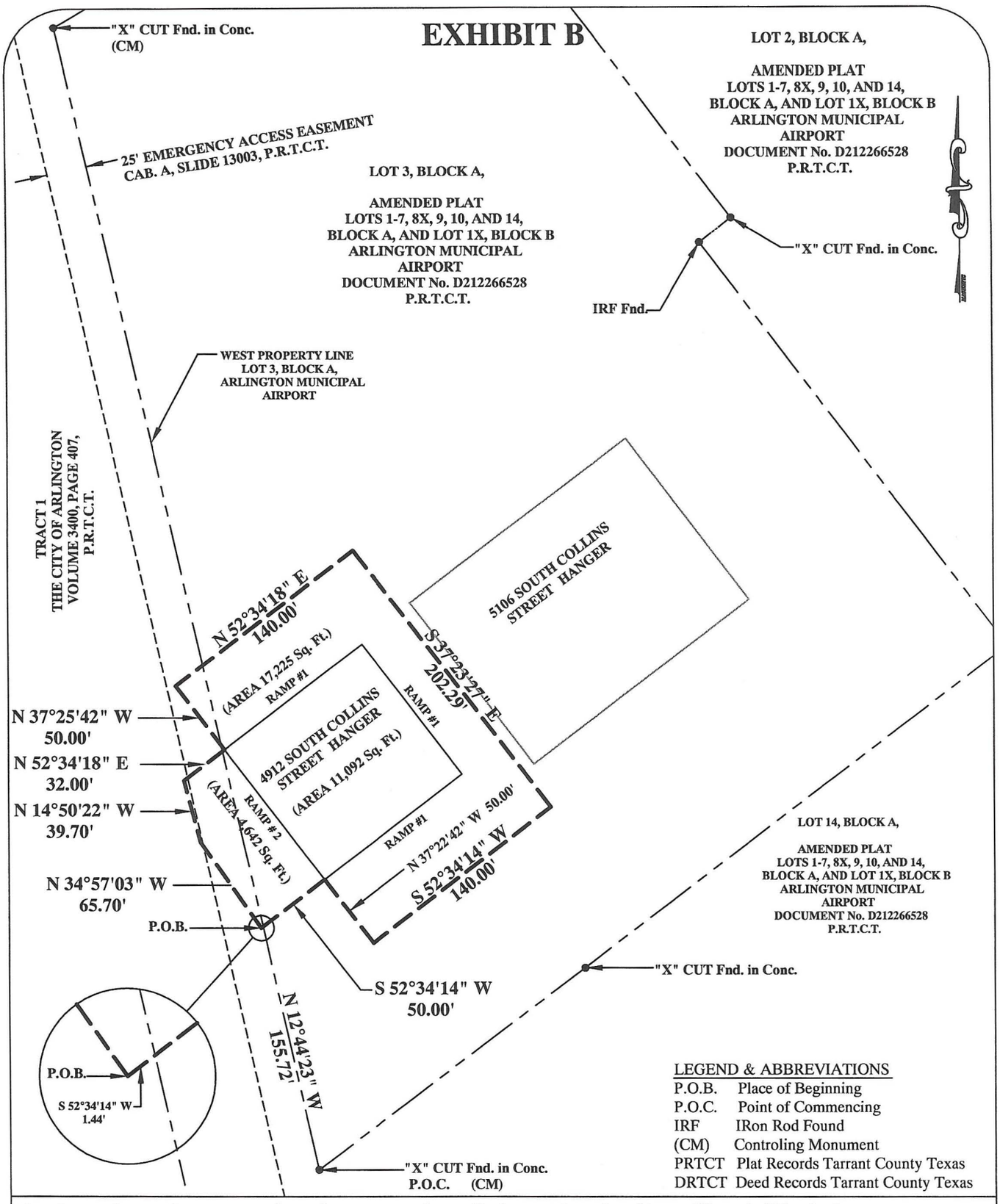
THENCE N 37° 22' 42" W, departing the south line of said Ramp # 1 and with the west line of said Ramp # 1, a distance of 50.00 feet, to the southwest corner of the aforesaid Hanger Building at 4912 South Collins Street; said point being the most southerly northwest corner of said Ramp Number 1;

THENCE S 52° 34' 14" W, departing said most southerly northwest corner of said Ramp Number 1, and the southwest corner of said Hanger Building at 4912 South Collins Street, a distance of 50.00 feet,, to the PLACE OF BEGINNING, and containing a calculated area of 0.757 acres or 32,959 square feet of land, more or less.

2/24/2016

STATE OF TEXAS
REGISTERED
DAVID G. MOORE
5747
PROFESSIONAL
LAND SURVEYOR

EXHIBIT B



Bearings shown hereon are in reference to the called west bearing line of Lot 1, Block A, Amended Arlington Municipal Airport Plat, Document No. D212266528, P.R.T.C.T.

2/24/2016

By: David G. Moore

DAVID G. MOORE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS No. 5747

STATE OF TEXAS REGISTERED DAVID G. MOORE 5747 PROFESSIONAL LAND SURVEYOR

PREPARED BY
CITY OF ARLINGTON
DEPARTMENT OF PUBLIC WORKS

LEASE AIRPORT PROPERTY		
4912 SOUTH COLLINS STREET		
SCALE : 1" = 80'	PROJECT No. :	SHEET 1 OF 1
DATE : 2/24/2016	DRAWN BY : D.G.M.	

Staff Report

La Joya Demolition – Air Quality Monitoring	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to authorize payment of additional costs with Dougherty Sprague Enterprises, Inc. of Rowlett, Texas, for air quality monitoring related to the demolition of the La Joya Apartments in the amount of $12,964.

PRIOR BOARD OR COUNCIL ACTION

On May 28, 2002, the City Council adopted Resolution No. 02-249, allowing the City of Arlington to participate in the State of Texas Cooperative Purchasing Program.

On October 29, 2013, Council approved the execution of a contract with Intercon Environmental, Inc. of Mansfield, Texas for demolition and abatement services.

ANALYSIS

A dangerous building judgment was entered on February 15, 2013, declaring all nine buildings of the La Joya Apartments as dangerous and substandard as a result of numerous code violations. The La Joya Apartments are located at 1701 Mignon Dr., 1707 New York Avenue, and 1708 New York Avenue in Arlington, Texas. On October 29, 2013, Council approved the execution of a contract with Intercon Environmental, Inc. of Mansfield, Texas for demolition and abatement services. At that time, Code Compliance contracted with Dougherty Sprague Enterprises, Inc., through a State Cooperative Purchasing Contract for asbestos air quality monitoring in the amount of $40,000. Since the Texas Asbestos Health Protection Rules provide that air quality monitoring must be conducted during abatement and demolition services, by collecting airborne samples for analysis of asbestos fibers, by an independent third-party monitoring consultant.

Due to litigation, the demolition of the La Joya Apartments was on hold for two years. As of November 2015, the City was able to proceed with the abatement of asbestos and demolition of the buildings. The City began utilizing Dougherty Sprague Enterprises, Inc., in order to monitor the air quality at a cost of $44,000, with the increase of $4,000 from a change in rates over the last two years. Subsequently, the property caught on fire which caused more damage. As a result of the fire and an extended period of time required for the mulching of debris from the buildings, the total cost related to air quality monitoring increased to $52,964

FINANCIAL IMPACT

The original amount of $40,000 was encumbered from general fund account 410301-61034 in FY 2014. Funding is available in the Code Remediation Fund Account No. 760115-61034-760115 in the amount of $12,964.

FY 2014	FY 2015	FY 2016
$ 40,000	$ 0	$ 12,964

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

Mike Bass	Janice Hughes
Code Compliance Administrator	Sr. Purchasing Agent
817-459-5341	817-459-6304
Mike.bass@arlingtontx.gov	Janice.Hughes@arlingtontx.gov

Staff Report

Annual Requirements Contract for Bunker Gear for the Fire Department, Bid Project 16-0086	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for bunker gear for the Fire Department with Casco Industries, Inc. through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $135,000.

PRIOR BOARD OR COUNCIL ACTION

On June 25, 2002, City Council passed Resolution 02-314, authorizing the City of Arlington to participate in the TLGPC.

ANALYSIS

This contract is for the supply of bunker gear for the Fire Department. The contract includes Kevlar protective firefighting jackets, trousers, and boots for the firefighters, which are essential to the safety of firefighters in the line of duty. The gear will be ordered on an as-needed basis to replace gear that has been damaged, or has reached the end of its useful life.

Contract term: April 1, 2016 thru March 31, 2017

FINANCIAL IMPACT

Utilizing the contract with Casco Industries, Inc. of Shreveport, Louisiana, through the TLGPC was determined to be the most cost-effective method for obtaining the bunker gear in the estimated amount of $135,000. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$67,500	$67,500	$0

Funds are budgeted in Fire Department Operational Account No. 220601-60003.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing office:	Bid file
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

Don Crowson	Will Velasco, CPPB	Mike Finley
Fire Chief	Purchasing Agent	Finance Director
817-459-5501	817-459-6302	817-459-6345
Don.Crowson@arlingtontx.gov	Will.Velasco@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Annual Requirements Contract for Grounds Maintenance for Water Treatment Plants, Bid Project 16-0070	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a one-year requirements contract for grounds maintenance at the two water treatment plants with MG Lawn and Landscape, LLC. in the estimated amount of $67,650.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This contract is for maintaining the grounds at the City's two water treatment plants, John F. Kubala and Pierce Burch. There are approximately 122 acres to be maintained by this contract, including approximately 22 acres that are landscaped and irrigated, and approximately 100 acres that are natural grass areas.

Bid closed:	2:00 p.m., February 11, 2016
Vendors notified through Demand Star:	136
Vendors notified through Supplier Portal:	154
Vendors responding to bid request:	4
Original contract term:	One year/ four, one-year renewals
Current term:	Initial term (April 1, 2016 - March 31, 2017)

VENDOR	MWBE	TOTAL
MG Lawn and Landscape, LLC Fort Worth, Texas	**No**	**$67,650**
Lawn Patrol Service, Inc. Fort Worth, Texas	Yes*	$76,500
Weldon's Lawn and Tree Rockwell, Texas	No	$94,660
Scott Landscape Maintenance, Inc. Fort Worth, Texas	No	$125,730

*****BL = Black

FINANCIAL IMPACT

MG Lawn and Landscape, LLC of Fort Worth, Texas, returned the lowest responsive bid for an estimated amount of $67,650. The contract term is for one year and will be reviewed annually to determine subsequent renewal terms. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$33,825	$33,825	$0

Funds are budgeted in the Water Treatment Maintenance of Facilities and Grounds Account No. 620102-63105.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

Walter J. Pishkur	Janice Hughes, CPPB	Mike Finley
Director of Water Utilities	Sr. Purchasing Agent	Director of Finance
817-459-6603	817-459-6304	817-459-6345
Buzz.Pishkur@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Annual Requirements Contract for Electrical Supplies, Bid Project 16-0077	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of electrical supplies with Graybar Electrical Company, Inc. through the U.S. Communities Government Purchasing Alliance (U.S. Communities) in the estimated amount of $310,000.

PRIOR BOARD OR COUNCIL ACTION

On August 13, 2002, the City Council adopted Resolution No. 02-390, allowing the City of Arlington to participate in the U.S. Communities interlocal purchasing program.

ANALYSIS

This contract is for electrical supplies including lamps, bulbs, light fixtures, fuses, cable, and wire. The electrical supplies will be used to maintain city-owned buildings and facilities, and will be purchased on an as-needed basis.

Contract term: April 1, 2016 – March 31, 2017

FINANCIAL IMPACT

Utilizing the agreement with U.S. Communities was determined to be the most cost-effective method for obtaining electrical supplies. Graybar Electrical Company, Inc. of Fort Worth, Texas, is currently under contract with U.S. Communities and can provide the electrical supplies in the estimated amount of $310,000. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$155,000	$155,000	$0

Funds are budgeted in various departmental accounts.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

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Lemuel Randolph
Director, Parks & Recreation
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Sr. Purchasing Agent
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Mike Finley
Director of Finance
817-459-6345
Mike.Finley@arlingtontx.gov

Staff Report

Annual Requirements Contract for Cameras, Access Control Devices, Hardware and Software Support Maintenance, Bid Project 16-0080	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute an annual requirements contract for the purchase of security equipment such as cameras, access control devices, services, installation, and hardware and software support maintenance with Wunderlich-Malec Systems, Inc., through the Texas Cooperative Purchasing Network (TCPN), in the estimated amount of $177,000.

PRIOR BOARD OR COUNCIL ACTION

On December 18, 2001, City Council passed Resolution 01-314, authorizing the City of Arlington to participate in the TCPN.

ANALYSIS

This contract is for the purchase of network-enabled cameras, access control devices, hardware and software support maintenance, and installation services for various departments throughout the City. The security equipment will be connected to the City's high speed network and used to provide safety and protection for citizens, City employees, and City-owned property. There are currently approximately 400 cameras managed by Milestone Video System at City facilities including municipal court, city hall, fire, police and water utilities, as well as other various buildings and locations.

This contract enables departments to maintain, expand and replace surveillance systems and access control devices city wide as required throughout the year. The city anticipates purchasing 20 cameras and 15 access control devices for use in various departments. In addition, Wunderlich-Malec will provide services related to installation and administration of the City's enterprise video system. Various types of hardware and software will be provided based on need and location.

Contract term: April 1, 2016 – March 31, 2017

Estimated Projected Expenditures

System Administration, Upgrades and Maintenance	$85,000
Software Maintenance	$22,000
Repair and/or replacement of aging equipment	$25,000
Surveillance Video and Access Control System Expansion	$45,000

FINANCIAL IMPACT

Utilizing the contract through TCPN was determined to be the most cost-effective method for maintaining, expanding and replacing cameras and access systems. Wunderlich-Malec Systems, Inc., of Carrollton, Texas, is currently under contract with TCPN and can provide cameras and access systems in the estimated amount of $177,000. This is a reduction of $13,000 from the previous contract. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$88,500	$88,500	$0

Funds are budgeted in various departmental and grant accounts.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing office:	Bid file
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

Dennis John	Janice Hughes, CPPB	Mike Finley
Chief Information Officer	Sr. Purchasing Agent	Director of Finance
817-459-6704	817-459-6304	817-459-6345
Dennis.John@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Annual Software Support and Maintenance for INCODE Court Case Management System and Services for the Court Notification Module, Bid Project 16-0078	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the sole-source purchase of a software support and maintenance contract for the INCODE Court Case Management System and the ongoing phone service for the Court Notification module with Tyler Technologies, Inc. in the total estimated amount of $322,254.34.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

This contract provides for annual software support and maintenance of the INCODE Court Case Management System used by the Municipal Court Department. This software is an essential tool in managing court cases, warrants, statistical reporting, and other mission critical activities.

In addition, Tyler Technologies will provide ongoing phone service for the Court Notifications module. This module is used to make phone calls to defendants who have not yet paid their citations. The calls are estimated yearly at approximately 400,000.

Using the Court Notifications module allows the City's Municipal Court to be in compliance with the requirements of the Code of Criminal Procedure Article 103.0033 and Title 1,175.3 of the Texas Administrative Code (TAC) which is a Collection Improvement Program.

The State of Texas Office of Court Administration audits the Municipal Courts delinquency phone calls for defendants who have convictions and have received a payment plan or an extension for their citations.

The software support and maintenance agreement is only available from Tyler Technologies, Inc.; 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.

Contract term: April 1, 2016 - March 31, 2017

FINANCIAL IMPACT

Tyler Technologies, Inc. of Lubbock, Texas will provide the annual software support and maintenance for the INCODE Court Case Management System in the amount of $272,254.34 and the ongoing phone service for the Court Notification module in the amount of $50,000 for an estimated total of $322,254.34. This is a one-year contract that is reviewed and renewed annually.

FY 2016	FY 2017	FY 2018
$322,254.34	$0	$0

Funds are budgeted in the Municipal Court Technology Account No. 780201-63142 [$272,254.34] and the Maintenance of Software Account No. 900401-63142 [$50,000].

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

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Mike Finley
Director of Finance
817-459-6403
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Staff Report

Annual Software Support and Maintenance Contract for Amanda Software, Bid Project 16-0081	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to approve the sole-source purchase of a software support and maintenance contract for the AMANDA Development Tracking System with CSDC Systems, Inc. in the estimated amount of $138,530.08.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

This purchase provides for annual software support and maintenance of the Development Tracking System known as AMANDA. AMANDA tracks property development cycles from undeveloped land, through construction, to enforcement. The system also provides tracking capabilities for zoning (including planned developments), platting, permitting, certificate of occupancy, fire inspections and code enforcement (health, nuisance and animal) processes.

The data sharing functionality of the system's database provides integration of information across City department lines. Each user (both customer and staff) has access to information as it may relate to people (contractors, applicants, property owners, engineers, and architects); parcels (property, lots, and assets) and transactions (permit application, zoning application, and code enforcement case).

Continuation of software maintenance will ensure that the City receives timely help desk support from CSDC, as well as future enhancements and upgrades of the software itself. Support is provided 8:00 a.m. to 5:00 p.m. Central Standard Time, excluding weekends and holidays.

This software support and maintenance is only available from CSDC Systems, Inc. of Mississauga, Ontario Canada; 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.

Contract term: May 1, 2016 - April 30, 2017

FINANCIAL IMPACT

CSDC Systems, Inc. of Mississauga, Ontario Canada will provide annual software support and maintenance for the Development Tracking System (AMANDA) in the estimated amount of $138,530.08. This is a one-year contract that is reviewed and renewed annually. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$138,530.08	$0	$0

Funds are budgeted in Information Technology Account No. 980202-63142.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid File
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

Dennis John	Janice Hughes, CPPB	Mike Finley
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Staff Report

Renewal of Annual Requirement Contracts for Information Technology Temporary Personnel Services, Bid Project 12-0030	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to exercise the fourth and final one-year renewal option for the annual requirements contracts for Information Technology temporary personnel services with:

- MATRIX Resources, Inc. in the estimated amount of $185,000
- Modis, Inc. in the estimated amount of $50,000
- Superior Talent Resources, Inc. in the estimated amount of $405,825

For an estimated total amount of $640,825.

PRIOR BOARD OR COUNCIL ACTION

On April 24, 2012, City Council approved MO04242012-0006 executing an annual requirements contract for Information Technology temporary personnel services with: MATRIX Resources, Inc. of Atlanta, Georgia in the estimated amount of $185,500; Modis, Inc. of Fort Worth, Texas in the estimated amount of $164,860; Resource Staffing of Orlando, Florida in the estimated amount of $117,931; Superior Technical Resources, Inc. of Williamsville, New York in the estimated amount of $159,856, for an estimated total amount of $628,147.

On April 2, 2013, City Council approved MO04022013-003 exercising the first of four, one-year renewal options for annual requirements contracts for Information Technology temporary personnel services with: MATRIX Resources, Inc. of Atlanta, Georgia in the estimated amount of $185,500; Modis, Inc. of Fort Worth, Texas in the estimated amount of $164,860; Resource Staffing of Orlando, Florida in the estimated amount of $117,931; Superior Talent Resources, Inc. f/k/a Superior Technical Resources, Inc. of Williamsville, New York in the estimated amount of $159,856, for an estimated total amount of $628,147.

On April 8, 2014, City Council approved MO04082014-009 exercising the second of four, one-year renewal options for annual requirements contracts for Information Technology temporary personnel services with: MATRIX Resources, Inc. of Atlanta, Georgia in the estimated amount of $185,000; Modis, Inc of Fort Worth, Texas in the estimated amount of $50,000; Superior Talent Resources, Inc. of Williamsville, New York in the estimated amount of $393,147, for an estimated total amount of $628,147, and execute any and all documents necessary to carry out such renewals. Funds are budgeted in various departmental accounts.

On March 17, 2015, City Council approved MO03172015-011 exercising the third of four, one-year renewal options for annual requirements contracts for Information Technology temporary personnel services with: MATRIX Resources, Inc. of Atlanta, Georgia in the estimated amount of $185,000; Modis, Inc of Fort Worth, Texas in the estimated amount of $50,000; Superior Talent Resources, Inc. of Williamsville, New York in the estimated amount of $393,147, for an estimated total amount of $628,147, and execute any and all documents necessary to carry out such renewals. Funds are budgeted in various departmental accounts.

ANALYSIS

This contract is for temporary employment services based on position requirements requested by the Information Technology Department (I.T.). The temporary services will be used to supplement existing departmental staff capacity in the support of ongoing citywide I.T. projects and system maintenance.

All temporary I.T. staffing will be contracted on an as-needed basis. Each section of requirements is renewed with a primary, secondary, and tertiary vendor. Positions will be filled by the firm whose candidate best meets the City's project needs at the time of the temporary engagement.

Original contract term:	One year/four one-year renewal options
Current term:	Fourth and final renewal (May 1, 2016 – April 30, 2017)

FINANCIAL IMPACT

The Information Technology Department and the Purchasing Division have determined that it's within the City's best interest to renew the contracts for an additional one-year term.

In accordance with the bid specifications, the Purchasing Division has received letters from Superior Talent Resources, Inc., of Williamsville, New York requesting the fourth renewal with a 1.9% increase, Matrix Resources, Inc. of Atlanta, Georgia and Modis, Inc. of Fort Worth, Texas requesting the fourth renewal term at the current pricing. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$267,010	$373,815	$0

Funds are budgeted in various departmental accounts.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Office:	Bid file
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

Dennis John	Janice Hughes, CPPB	Mike Finley
Chief Information Officer	Sr. Purchasing Agent	Director of Finance
817-459-6704	817-459-6304	817-459-6345
Dennis.John@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Renewal of Annual Requirements Contract for Food for Incarcerated Persons, Bid Project 13-0109	
City Council Meeting Date: 3-22-16	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 the supply of food for incarcerated persons with Scobee Foods, Inc. in an estimated amount of $138,673.37.

PRIOR BOARD OR COUNCIL ACTION

On May 7, 2013, City Council approved MO05072013-005 awarding the annual requirements contract for the supply of food for incarcerated persons with Scobee Foods, Inc. in an estimated amount of $125,490.

On April 8, 2014, City Council approved MO04082014-013 exercising the first of four, one-year renewal options in contract for the supply of food for incarcerated persons with Scobee Foods, Inc. in an estimated amount of $136,590. The increase of the contract amount was due to an increase in the unit price for muffins.

On April 14, 2015, City Council approved MO04142015-002 exercising the second of four, one-year renewal options in contract for the supply of food for incarcerated persons with Scobee Foods, Inc. in an estimated amount of $140,687.70. The vendor requested a 3% CPI increase at time of renewal.

ANALYSIS

This contract is for the supply of pre-packaged food items to feed incarcerated persons at the Arlington City Jail. The food items include various honey buns, sandwiches, sub-sandwiches and potato chips.

Contract term: One year/four one-year renewal options
Current term: Third renewal (May 1, 2016 – April 30, 2017)

MODIFICATION 1

On September 10, 2013, Modification 1 was made to the contract as a result of increased unit price for muffins for the jail. The new total estimated contract amount is $136,590.

MODIFICATION 2

On February 23, 2016, Modification 2 was made to the contract replacing muffins with honey buns for the jail for an estimated cost savings to the City of $4600.

FINANCIAL IMPACT

The Purchasing Division and the Police Department have determined that it's in the City's best interest to renew the contract for an additional term. The 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 received a letter from Scobee Foods, Inc. of Dallas, Texas, requesting the third renewal with a 1.9% CPI increase on sandwiches, sub-sandwiches and chips. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$57,780.56	$80,892.81	$0

Funds are budgeted in Police Department Jail Operations Account No. 810201-61004.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

Will Johnson	Janice Hughes, CPPB	Mike Finley
Police Chief	Sr. Purchasing Agent	Director of Finance
817-459- 5702	817-459-6304	817-459-6345
Will.Johnson@arlingtontx.gov	Janice.Hughes@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Renewal of Annual Requirements Contract for the Supply of Grass Sod, Bid Project 12-0028	
City Council Meeting Date: 3-22-16	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 the supply of grass sod with King Ranch Turfgrass, LP, in the estimated amount of $210,310.

PRIOR BOARD OR COUNCIL ACTION

On April 24, 2012, City Council approved MO04242012-008 executing an annual requirements contract for the supply of grass sod with King Ranch Turfgrass, LP of Arlington, Texas, in the estimated amount of $210,310.

On March 19, 2013, City Council approved MO03192013-002 exercising the first of four, one-year renewal options for the contract for the supply of grass sod with King Ranch Turfgrass, LP of Arlington, Texas, in the estimated amount of $210,310.

On March 18, 2014, City Council approved MO03182014-003 exercising the second of four, one-year renewal options for the contract for the supply of grass sod with King Ranch Turfgrass, LP of Arlington, Texas, in the estimated amount of $210,310.

On March 1, 2015, City Council approved MO03172015-012 exercising the third of four, one-year renewal options for the contract for the supply of grass sod with King Ranch Turfgrass, LP of Arlington, Texas, in the estimated amount of $210,310.

ANALYSIS

This contract is for Raleigh/St. Augustine, Bermuda, and Buffalo grass sod to be used to re-establish grass in parks, ball fields, medians, golf courses, and at various municipal buildings where the grass has died or where construction activities have occurred. The contract provides for vendor delivery to City sites, and install, or pick-up by City personnel at the vendor's location. The grass sod will be provided on an as-needed basis.

Contract term:	One-year/four one-year renewal options
Current term:	Fourth and final renewal (May 1, 2016 – April 30, 2017)

FINANCIAL IMPACT

The Parks and Recreation Department, the Arlington Water Utilities Department and the Purchasing Division have determined that it is within the City's best interest to renew the contract for an additional term. This contract term is for one year.

In accordance with bid specifications, the Purchasing Division has received a letter from King Ranch Turfgrass, LP of Arlington, Texas, requesting to the fourth and final renewal at the current pricing. The projected financial impact for this contract term is as follows:

FY 2016	FY 2017	FY 2018
$87,629	$122,681	$0

Funds are budgeted in various departmental accounts.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing Division:	Bid file
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

Lemuel Randolph, Director	Will Velasco,CPPB	Mike Finley
Parks and Recreation	Purchasing Agent	Director of Finance
817-459-5479	817-459-6302	817-459-6403
Lemuel.Randolph@arlingtontx.gov	Will.Velasco@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Staff Report

Construction Contract for Park Monument Signs, Various Locations, Project No. PKPL- PKPL16006	
City Council Meeting Date: 03-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to execute a construction agreement with Hutcherson Construction Inc. of Arlington, Texas for Park Monument Signs at various locations in the amount not to exceed $98,600. Funding is available in Parks Capital Account No. 508501-53730598-61002

ANALYSIS

Proposed improvements include the installation of new park entry signs at four locations. The new signs will be located at the following facilities: Fielder Park, Dottie Lynn Recreation Center, Cliff Nelson Recreation Center and Eunice Activity Center. All locations have antiquated signs which have been in place for several years.

The proposed construction contract includes the base bid with one alternate. Alternate one allows for $100 for the use of Green Cement.

Date of Bid:	February 23, 2016
Number of Bids Received:	2
Number of Bids from Arlington Firms:	1
Bidder Prequalification:	No
Project Estimate:	$85,000
Range of Bids:	$98,600
Recommended Low Bidder:	Hutcherson Construction, Inc.
Contract time:	120 calendar days

Vendor	Total	MWBE
Hutcherson Construction Inc.	**$98,600**	**No**
Henneberger Construction Inc	**Incomplete Bid**	**No**

FINANCIAL IMPACT

Funds are available in Parks Capital Account No. 508501-53730598-61002. No annual General Fund maintenance impact is anticipated for this project.

	FY 2016	FY 2017	FY 2018
Construction	$98,600	$0	$0
Annual Maintenance	$0	$0	$0

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing office:	None
MWBE:	No

STAFF CONTACT(S)

Lemuel Randolph, Director
Parks & Recreation
817-459-5479
Lemuel.Randolph@arlingtontx.gov

De'Onna Garner, Parks Planning Manager
Parks & Recreation
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Deonna.Garner@arlingtontx.gov

Staff Report

Purchase of New Shade Structures for Martin Luther King Park, Bid Project 16-0097	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to purchase and install new shade structures from Shade Structures, Inc. through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $84,994.

PRIOR BOARD OR COUNCIL ACTION

On June 25, 2002, the City Council passed Resolution 02-314, authorizing the City of Arlington to participate in the TLGPC.

ANALYSIS

This purchase is for two new shade structures to provide shade over ballfield bleachers at Martin Luther King Park. The purchase includes labor, materials, permitting, manufactured drawings, construction, site specific footings, supervision and clean-up. The structures will help reduce temperatures on the seating surfaces allowing patrons to enjoy their park experience more comfortably.

This project represents a continuing effort by the Parks and Recreation Department to provide shade for park patrons and protect park amenities.

FINANCIAL IMPACT

Utilizing the agreement with TLGPC was determined to be the most cost-effective method for the new equipment. Shade Structures, Inc. of Dallas, Texas is under contract with TLGPC and will provide equipment, parts and installation services in the estimated amount of $84,994. This is a one-time purchase and no financial impact is anticipated in future fiscal years directly related to this purchase.

FY 2016	FY 2017	FY 2018
$84,994	$0	$0

Funds are available in Field Enhancement Account No. 500801-68101.

ADDITIONAL INFORMATION

Attached:	None
Under separate cover:	None
Available in the Purchasing office:	Bid File
Notarized Form 1295:	Yes
MWBE:	No

STAFF CONTACT(S)

Lemuel Randolph, Director	Will Velasco, CPPB	Mike Finley
Parks & Recreation	Purchasing Agent	Director of Finance
817-459-5479	817-459-6302	817-459-6345
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Staff Report

Purchase of 20 Replacement Vehicles, Bid Project 16-0099	
City Council Meeting Date: 3-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to purchase 20 replacement vehicles with Silsbee Ford, Inc. through the Texas Local Government Purchasing Cooperative (TLGPC) in the estimated amount of $371,164.

PRIOR BOARD OR COUNCIL ACTION

On June 25, 2002, the City Council passed Resolution 02-314, authorizing the City of Arlington to participate in the TLGPC.

ANALYSIS

This purchase is for 20 vehicles for various departments throughout the City. The City's fleet management contract defines replacement parameters (age and usage) for every vehicle in the fleet. The new vehicles will replace existing vehicles that have exceeded their useful service life. The City risks increased annual maintenance cost if aged fleet is not replaced.

All new vehicles meet the most current U.S. EPA's Emission standards for pollutant emissions for both gasoline and diesel engines.

FINANCIAL IMPACT

Silsbee Ford, Inc. of Silsbee, Texas is under contract with the TLGPC and will provide the replacement vehicles for a total estimated amount of $371,164. This is a one-time purchase. No additional maintenance and fuel costs will be incurred for the replacement vehicles. The projected three-year financial impact is as follows:

FY 2016	FY 2017	FY 2018
$371,164	$0	$0

Funds are budgeted in Fleet Services Administration Account No. 790101-68200.

ADDITIONAL INFORMATION

Attached:	Vehicle Replacement List
Under separate cover:	None
Available in the Purchasing office:	Bid file
Notarized 1295 Form	Yes
MWBE:	No

STAFF CONTACT(S)

David Wynn, P.E., Interim Director	Will Velasco, CPPB	Mike Finley
Public Works & Transportation	Purchasing Agent	Director of Finance
817-459-6560	817-459-6303	817-459-6345
David.Wynn@arlingtontx.gov	Will.Velasco@arlingtontx.gov	Mike.Finley@arlingtontx.gov

2016/2017
Vehicle Replacement List

Unit #	Dept. Acct.	Dept. Name	Year	Make	Model	Description	Current Mileage	Date in Service	Life Expectancy In Months	Months Remaining	Replacement Vehicle
2393	810904	APD	2000	FORD	TAURUS - Color	SEDAN MID SIZE	69,798	07/19/2000	96	0	2016 Ford Focus
2402	810802	APD	2000	FORD	TAURUS - Color	SEDAN MID SIZE	66,739	07/19/2000	96	0	2016 Ford Focus
2594	811003	APD	2002	FORD	TAURUS - Color	SEDAN MID SIZE	63,039	07/24/2002	96	0	2016 Ford Focus
2611	810904	APD	2002	FORD	TAURUS - Color	SEDAN MID SIZE	62,164	07/11/2002	96	0	2016 Ford Focus
2628	220301	FIRE	2002	TOYOTA	PRIUS - White	HYBRID SEDAN - FIRE	63,202	05/24/2002	96	0	2016 Ford Focus
2784	980201	IT	2005	TOYOTA	PRIUS - White	HYBRID SEDAN	45,518	09/02/2005	96	0	2016 Ford Focus
2788	810904	APD	2005	TOYOTA	PRIUS - White	HYBRID SEDAN - POLICE	61,260	09/02/2005	96	0	2016 Ford Focus
2791	810802	APD	2005	TOYOTA	PRIUS - White	HYBRID SEDAN - POLICE	51,725	01/15/2006	96	0	2016 Ford Focus
2792	810601	APD	2005	TOYOTA	PRIUS - White	HYBRID SEDAN - POLICE	67,433	02/01/2006	96	0	2016 Ford Focus
2797	810501	APD	2005	TOYOTA	PRIUS - White	HYBRID SEDAN - POLICE	68,630	01/27/2006	96	0	2016 Ford Focus
2798	811001	APD	2005	TOYOTA	PRIUS - White	HYBRID SEDAN - POLICE	64,050	01/27/2006	96	0	2016 Ford Focus
Unit #	Dept. Acct.	Dept. Name	Year	Make	Model	Description	Current Mileage	Date in Service	Life Expectancy In Months	Months Remaining	Replacement Vehicle
2596	811101	APD	2002	FORD	TAURUS - Color	SEDAN MID SIZE	58,776	07/12/2002	96	0	2017 Ford Fusion
2597	810904	APD	2002	FORD	TAURUS - Color	SEDAN MID SIZE	54,917	07/12/2002	96	0	2017 Ford Fusion
2390	220701	FIRE	2000	FORD	TAURUS - White	SEDAN MID SIZE	51,616	07/19/2000	96	0	2017 Ford Fusion
2604	810904	APD	2002	FORD	TAURUS - Color	SEDAN MID SIZE	48,603	08/01/2002	96	0	2017 Ford Fusion
2601	810901	APD	2002	FORD	TAURUS - Color	SEDAN MID SIZE	48,241	07/22/2002	96	0	2017 Ford Fusion
Unit #	Dept. Acct.	Dept. Name	Year	Make	Model	Description	Current Mileage	Date in Service	Life Expectancy In Months	Months Remaining	Replacement Vehicle
2785	460501	CD&P	2005	TOYOTA	PRIUS to Escape	HYBRID SEDAN	51,425	12/12/2005	96	0	2017 Ford Escape
2787	460301	CD&P	2005	TOYOTA	PRIUS to Escape	HYBRID SEDAN	46,050	09/02/2005	96	0	2017 Ford Escape
2786	460501	CD&P	2005	TOYOTA	PRIUS to Escape	HYBRID SEDAN	45,881	09/02/2005	96	0	2017 Ford Escape
2632	150201	COMM	2003	DODGE	NEON	SEDAN COMPACT	31,203	09/10/2002	96	0	2017 Ford Escape

Staff Report

Professional Services Contract for the Design of the South Cooper Street Safe School Crossing; Project No. PWTE15002	
City Council Meeting Date: 3/22/2016	Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute a Professional Services contract with Stantec Consulting Services, Inc., of Richardson, Texas, for the design of the South Cooper Street Safe School Crossing in an amount not to exceed $79,169.

PRIOR BOARD OR COUNCIL ACTION

On May 12, 2015, City Council approved Resolution No. 15-094, authorizing the execution of a Local Transportation Project Advanced Funding Agreement for a Transportation Alternatives Program Project with the Texas Department of Transportation (TxDOT) for the design and construction of the South Cooper Street Safe School Crossing project in an amount not to exceed $472,743.

ANALYSIS

This project consists of the design and installation of a traffic signal and crosswalk at Cooper Street and Snooty Fox Circle. The project also includes combining two driveways into one driveway to create a four-way intersection. The project will improve safety and access to South Davis Elementary School.

	Not to Exceed
Base Design Fee:	$54,880
Field Survey Work:	$6,000
Right of Way/Easement Document Preparation:	$5,000
Environmental Study:	$12,500
Direct Costs:	$789
Total:	**$79,169**

FINANCIAL IMPACT

Funding is available in the TxDOT Grants Fund Account No. 358601-61043-358717.

FY 2016	FY 2017	FY 2018
$79,169	$0	$0

Funding for the professional services contract will be reimbursed 100 percent through the Transportation Alternatives Program.

ADDITIONAL INFORMATION

Attached:	Professional Services Contract Location Map
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

David Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6556
David.Wynn@arlingtontx.gov

Keith Brooks, P.E., Assistant Director
Public Works & Transportation
817-459-6535
Keith.Brooks@arlingtontx.gov

STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is entered into on this 22nd day of March, 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 Stantec Consulting Services, Inc., whose address is 2435 N. Central Expressway, Suite 750, Richardson, Texas 75080 (hereinafter referred to as "ENGINEER").

WHEREAS, CITY desires to contract with Stantec Consulting Services, Inc., for the development of construction documents for the SOUTH COOPER STREET SAFE SCHOOL CROSSING, City of Arlington, Project No. PWTE15002;

WHEREAS, Stantec Consulting Services, 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 ENGINEER

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

II.
SCOPE OF SERVICES

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

III.
COMPENSATION

For the satisfactory performance of the professional services described in Attachment "A", the City agrees to compensate ENGINEER on the basis set forth in Attachment "A". It is mutually understood and agreed that compensation for the services will be in an amount not to exceed $79,169.00 for the specified services.

ENGINEER shall submit invoices for services rendered, based upon the percentage complete of the defined services. CITY shall make payments in the amount shown by ENGINEER 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 ENGINEER when ENGINEER 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 ENGINEER 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. ENGINEER 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 ENGINEER under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. ENGINEER 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 ENGINEER without restriction. ENGINEER 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 ENGINEER. Upon receipt of termination notice, ENGINEER shall stop all work in progress, including subcontracts. All finished or

unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by ENGINEER and all subcontractors will, upon final payment to ENGINEER, be delivered to CITY and shall become the property of CITY. C ITY shall pay ENGINEER for all work performed in accordance with the provisions of this Contract prior to the date of termination. ENGINEER 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

ENGINEER shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. ENGINEER 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 ENGINEER 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 ENGINEER'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 and a $2,000,000 aggregate.

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, ENGINEER 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, ENGINEER 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. Engineer 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: Jenette T. Hull, Engineering Coordinator
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 ENGINEER. 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 ENGINEER for the additional costs of obtaining said changed coverages or limits.

VIII.
RIGHT TO INSPECT RECORDS

ENGINEER agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of ENGINEER involving transactions relating to this Contract. ENGINEER agrees that CITY shall have access during normal working hours to all necessary ENGINEER 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 ENGINEER reasonable advance notice of intended audits.

ENGINEER 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 ENGINEER or subcontractor reasonable advance notice of intended audits.

IX.
ENGINEER'S LIABILITY

Acceptance of the project by CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, 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 ENGINEER, its employees, subcontractors, agents and consultants.

X.
INDEMNIFICATION

ENGINEER 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 ENGINEER as well as any negligent omission, act or error of ENGINEER, its officials, officers, agents, employees and invitees, or other persons for whom ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER.

ENGINEER 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 ENGINEER unless ENGINEER has obtained written permission from the copyright or trademark holder as required by law, subject also to CITY's consent. ENGINEER 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. ENGINEER 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 ENGINEER or for whom ENGINEER 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 ENGINEER 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.

XI.
INDEPENDENT CONTRACTOR

ENGINEER 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 ENGINEER or CITY under this Contract shall be construed as changing that status. ENGINEER 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 ENGINEER, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and ENGINEER.

XII.
SUCCESSORS AND ASSIGNS

CITY and ENGINEER 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 ENGINEER 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. ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER hereunder, ENGINEER 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 ENGINEER 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 ENGINEER shall be incorporated by written modification to this Contract.

XXI.
CONFLICT OF INTEREST

ENGINEER covenants and agrees that ENGINEER 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 ENGINEER pursuant to this Contract will be conducted by employees, associates or subcontractors of ENGINEER.

XXII.
NO DAMAGES FOR DELAYS

Notwithstanding any other provisions of this Contract, ENGINEER 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. ENGINEER 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. ENGINEER 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

ENGINEER 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. ENGINEER 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.
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 of 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-3, H-4, H-5, H-FG which are attached hereto and incorporated as if written word for word. The project goal for this project is 10%.

XXVI.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and ENGINEER) specifically agree that: (1) the C 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

ENGINEER 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 ENGINEER.

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 ENGINEER is otherwise notified:

Keith Brooks, P.E.
Assistant Director of 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 Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

(1) Compliance with Regulations: The Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer of the Engineer'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 Engineer 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 an Engineer is in the exclusive possession of another who fails or refuses to furnish this information the Engineer 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 Engineer'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 Engineer under the contract until the Engineer complies, and/or

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

(6) Incorporation of Provisions: The Engineer 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 Engineer 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 Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Arlington to enter into such litigation to protect the interests of the City of Arlington, and, in addition, the Engineer 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.

ENGINEER:
STANTEC CONSULTING SERVICES, INC.

BY:_____
Susan Langdon, PE, PTOE
Principal, Transportation

CITY OF ARLINGTON, TEXAS:

BY: _____
David G. Wynn, P.E.
Acting Director of Public Works and Transportation

APPROVED AS TO FORM:
Teris Solis, City Attorney

BY: _____

ATTEST:
Mary Supino, City Secretary

_____

THE STATE OF TEXAS §

Engineer 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 _____, 20__.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared David G. Wynn, 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 Acting 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 _____, 20__.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

PRIME AND SUBS REPORT

Project Name: _____

Project No: _____ Date: _____

LEGEND
DBE = Disadvantaged Business Enterprise
* Answer with "YES" or "NO"
** To be filled in at end of project.

Prime Contractor	*Arlington Firm (Yes/No)	*DBE (Yes/No)	Anticipated Amount	**Actual Amount

LIST **ALL** SUBS:

Name of Company	Description of Work Type	*Arlington Firm (Yes/No)	*DBE (Yes/No)	Anticipated Amount	**Actual Amount

SAMPLE (Copy for execution will be included with award letter)

Please complete this form (with the exception of Actual Amounts) and return with executed contracts. If applicable, complete the Actual Amounts and resubmit this form prior to final payment for this project.

Version 10/2014

Attachment "A" – Scope of Services

Stantec Consulting Services, Inc. (Stantec) is looking forward to the opportunity to serve your traffic engineering needs. The following details our proposal for your project and identifies the fee associated with the work.

Project Description

The project consists of the addition of a signalized intersection at South Cooper Road (FM 157) and Snooty Fox Circle in Arlington, Texas. Along with the signal improvements, roadway improvements are required to align the intersection, which includes the elimination of Cooper's Corner Drive and improvements along Snooty Fox Circle. To satisfy federal regulations regarding projects involving a federally funded component, an environmental study is included in this scope.

Scope of Services

Basic Services

These services are considered necessary to the successful completion of the project. They are to be performed according to the project schedule once Notice to Proceed has been given to the consultant to begin work.

Task A. Project Management

The following activities are to be performed under Task A, Project Management:

1. Manage the team

    - Lead, manage, and direct design team activities
    - Ensure quality control is practiced in the performance of the work
    - Communicate internally among team members
    - Allocate team resources

2. Communications and reporting

    - Attend a pre-design project kickoff meeting with the City to confirm and clarify the scope of services, understand the City objectives, and ensure economical and functional designs that meet the City's requirements.
    - Conduct review meetings with the City at the end of each design phase.
    - Prepare and submit monthly invoices in the format acceptable to the City.
    - Prepare and submit baseline Project Schedule initially and Project Schedule updates.

- It is assumed that the City will coordinate existing utility locations and any necessary relocations with the relevant agencies during the preliminary design stage. The design team will coordinate with the City as needed to ensure proper documentation of utility issues has been collected for use during the design.

Task B. Roadway Geometric Design

BASIC SERVICES:

A. Conceptual Design (30% Submittal)

The Conceptual Design shall be submitted to OWNER per the approved Project Schedule. The Conceptual Design will be in accordance with the City of Arlington Design Criteria Manual, dated August 12, 2003, DCM.

CONSULTANT will develop the conceptual design of the infrastructure as follows.

1. Data Collection
   - In addition to data obtained from the OWNER, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the OWNER that may influence the project.
   - The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), OWNER Master Plans, and property ownership as available from the Tax Assessor's office.
   - The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop the design.

2. The Conceptual Design Package shall include the following:
   - Conceptual (30%) plans, in accordance with the DCM, to include:
     - Alignment of Existing Roadway
     - Alignment of Proposed Roadway
     - Location of Existing/Proposed Driveway
     - Preliminary Drainage Information
     - Existing and Proposed ROW lines if needed
     - Proposed Pavement Section
     - Major Utility Conflicts
   - Documentation of key design decisions.
   - Conceptual opinion of probable construction cost.

B. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans per the DCM that will include the following sheets at the engineering scale indicated:
   - Project Layout & Control Sheet
   - Typical Paving Sections

- Roadway plan and profile sheets.
  Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Cross Section Sheets
  Scale 1" = 20' Horizontal; 1" = 5' Vertical
- Dimensional Control Sheets
  Scale 1" = 20' Horizontal
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by OWNER's project manager.

C. Final Design (90% & 100% Submittals)

1. Revise preliminary plans incorporating comments from the OWNER and finalize plans in accordance with the DCM.

2. Submit four (4) half sized 11"x17" sets of 90% plans, four (4) set of 90% construction contract documents and 90% opinion of probable construction costs for OWNER review.

3. Incorporate final OWNER review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.

4. Estimate of final construction quantities and final opinions of construction cost.

D. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

ADDITIONAL BASIC SERVICES:

A. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established Town horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from OWNER monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

   A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

   Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to points at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be tied. Pavement surfacing type(s) will be determined by visual inspection only. Intersecting streets and extensions beyond the limits of the roadway being designed will be profiled and cross-sectioned to a point at least 150' beyond the roadway being designed.

4. Existing Drainage Channels and Drainage Area Verification

   Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be tied. Additional surveying may be necessary to verify the limits of drainage areas and channel transitions.

5. Existing Underground and/or Overhead Utilities

   Utility owner's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way and 20' adjacent thereto for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. Manholes upstream and downstream of the PROJECT limits will be tied when needed to determine pipeline locations and elevations within the PROJECT. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

   The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available GIS topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

   The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

B. Right-of-Way & Easement Documents

1. The CONSULTANT shall prepare the two right-of-way exhibits necessary for the selected design. The documentation shall be provided in conformance with the checklists and templates available. This includes monumentation of dedication corners and dedications statements, survey exhibits and metes and bounds description for each dedication.

Services <u>not</u> included in this contract:

- *Construction observation or inspection services*
- *Bidding or Construction Phase services past review of pavement submittals and shop drawings*
- *Drainage Design, Erosion Control Plans, Construction Phasing Plans, Retaining Wall Design or Layout, Water Design, and Sanitary Sewer Design.*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *LOMR Preparation*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Permit (SWPPP) – Erosion Control Plans are included.*

Task C. Traffic Signal Design

Stantec engineers will develop traffic signal design documents for the intersection of South Cooper Street (FM 157) at Snooty Fox Circle. The design will be based on the City of Arlington and TxDOT standards.

Conceptual Design (30% Submittal)

- The Conceptual Design shall be submitted to OWNER per the approved Project Schedule. The Conceptual Design will be in accordance with the City of Arlington Design Criteria Manual, dated August 12, 2003, DCM.
- Stantec's subconsultant will collect survey and utility data and provide a conceptual design of the proposed geometric improvements per the scope of services shown in Task B.
- Since the traffic signal design is heavily influenced by the design of the roadway geometry, no traffic signal items will be shown on the 30% plans.
- Once the City has approved the 30% plan set, design of the traffic signal will commence to correspond with the Preliminary Design (60% Submittal) as described in Task B.
- Stantec will attend the 30% coordination meeting with the roadway subconsultant.

Preliminary Design (60%) Submittal

The Preliminary Design shall be submitted to OWNER per the approved Project Schedule. The Preliminary Design will be in accordance with the City of Arlington Design Criteria Manual, dated August 12, 2003, DCM. The traffic signal design task will consist of the following subtasks:

Data Collection

- Stantec will collect survey data and geometric design data from its subconsultant. This information will be used to generate base files for the traffic signal design.
- Stantec will collect existing utility information from the City. It is assumed that the City will provide accurate and complete information with respect to underground and overhead utilities. All pavement widths, lane configurations, and traffic control devices will be determined based on survey data, field observations, and record drawings provided by the City.

The 60% plan submission will include the following:

- Recommendations for signal design, phasing, operations, and pedestrian accommodations, addressing any unusual conditions and provide recommendations to resolve these conditions.

- A preliminary layout with cabinet, pole, and service placements in PDFformat.

- Preliminary Engineer's Opinion of Probable Construction Costs (EOPCC).

- The 60% plans will provide facilities conforming to the Americans With Disabilities Act (ADA).

ASSUMPTIONS

- Stantec will prepare for and attend one (1) review meeting with the City, TxDOT and/or utility company representative to receive comments and reach concurrence regarding the 60% plan review comments.

- It is assumed that the City of Arlington, as per their requirement to maintain traffic signals on State-owned roads within City limits, will be the lead review agency. TxDOT may provide additional comments or guidance.

DELIVERABLES

A. Documentation of key design decisions

B. Preliminary Signal Plan Layout

C. Preliminary Engineer's Opinion of Probable Construction Costs (EOPCC).

<u>90% Traffic Signal Design</u>

The 90% (Pre-Final) Design shall be submitted to OWNER per the approved Project Schedule. The Pre-Final Design will be in accordance with the City of Arlington Design Criteria Manual, dated August 12, 2003, DCM.

The plan set shall include the following:

- **Cover Page**

- **Existing Conditions Layout** showing utility lines, illumination, signs, markings, and any removals of traffic items (if necessary and not shown on the geometric design plans).

- **Traffic Signal Design Layout** showing existing utilities (utility poles, street lights, storm drains, fire hydrants, etc.), permanent traffic signal poles and mast arms, pedestrian signal poles, pedestrian signals, push buttons, controller cabinet assemblies, signal heads, street lights, detectors, conduit, ground boxes, power sources with distribution to signal service,

communications connections, pavement markings, signal phasing plan, EVP equipment, conduit and cable chart, pole summary chart, phasing sequence, pole details, pole locations diagram, and all other items required for the complete construction of the signals. This layout sheet will also include provisions for a connection from the traffic signal controller cabinet to the nearest City of Arlington fiber optic connection point.

- **Signs and Markings Layout** showing existing signs, proposed signs, existing striping, proposed striping, pavement markings summary chart, and sign summary chart. Internally Lighted Street Name Signs (ILSN's) will be provided on each mast arm.

- **Traffic Control Plans** showing pavement design as specified by the geometric design documents. If the pavement construction is to be completed in phases, the TCP will be phased to provide continuous traffic control during all phases. The TCP will be designed in accordance with the City of Arlington's engineering standards and the latest adopted edition of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD).

- **Standard Detail Drawings** as required.

- **Special Specifications** of items not addressed by the City's general project specification documents, as required.

ASSUMPTIONS

- The plans, standards and any special specifications will be prepared using English units.

- The City of Arlington will provide the location of the nearest fiber optic connection point, as well as specifications for the fiber optic cable and any communication equipment to be installed in the cabinet. The signal design layout will include only conduit, fiber, and communication equipment as specified by the City, with no connection or splicing details included. Writing of communication or fiber specifications is not included in this scope of services.

- Stantec will prepare for and attend one (1) review meeting with the City and/or TxDOT to receive and reach concurrence regarding the 90% traffic signal plan review comments.

- The City of Arlington will assemble all general project specifications, Stantec will provide PDF electronic copy of the plan set.

DELIVERABLES

A. 90% Traffic Signal Plan Set

B. Special Specifications Documents, if required

C. Pre-Final Engineer's Opinion of Probable Construction Costs (EOPCC).

100% Traffic Signal Design

The 100% (Final) Design shall be submitted to OWNER per the approved Project Schedule. The Pre-Final Design will be in accordance with the City of Arlington Design Criteria Manual, dated August 12, 2003, DCM. The 100% plans will be signed and sealed by a Texas Professional Engineer.

The plan set shall include the following:

- **Cover Page**
- **Existing Conditions Layout** showing utility lines, illumination, signs, markings, and any removals of traffic items (if necessary and not shown on the geometric design plans).
- **Traffic Signal Design Layout** showing existing utilities (utility poles, street lights, storm drains, fire hydrants, etc.), permanent traffic signal poles and mast arms, pedestrian signal poles, pedestrian signals, push buttons, controller cabinet assemblies, signal heads, street lights, detectors, conduit, ground boxes, power sources with distribution to signal service, communications connections, pavement markings, signal phasing plan, EVP equipment, conduit and cable chart, pole summary chart, phasing sequence, pole details, pole locations diagram, and all other items required for the complete construction of the signals. This layout sheet will also include provisions for a connection from the traffic signal controller cabinet to the nearest City of Arlington fiber optic connection point.
- **Signs and Markings Layout** showing existing signs, proposed signs, existing striping, proposed striping, pavement markings summary chart, and sign summary chart.
- **Traffic Control Plans** showing pavement design as specified by the geometric design documents. If the pavement construction is to be completed in phases, the TCP will be phased to provide continuous traffic control during all phases. The TCP will be designed in accordance with the City of Arlington's engineering standards and the latest adopted edition of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD).
- **Standard Detail Drawings** as required.
- **Special Specifications** of items not addressed by the City's general project specification documents, as required.
- **Final Bid Quantities for the City's contractor**

ASSUMPTIONS

- The plans, standards and any special specifications will be prepared using English units.
- The City of Arlington will provide the location of the nearest fiber optic connection point, as well as specifications for the fiber optic cable and any communication equipment to

be installed in the cabinet. The signal design layout will include only conduit, fiber, and communication equipment as specified by the City, with no connection or splicing details included. Writing of communication or fiber specifications is not included in this scope of services.

- The City of Arlington will assemble all general project specifications, Stantec will provide a PDF electronic copy of the plan set.

DELIVERABLES

A. 100% Traffic Signal Plan Set signed and sealed

B. Special Specifications Documents, if required

C. Final Bid Quantities

D. Electronic (PDF) files of the Final signed & sealed plan sheets

Record Drawings

The City of Arlington will prepare record drawings after construction is completed. Neither Stantec nor its subconsultant(s) will document construction progress nor prepare any record drawings.

Exclusions

This scope includes only those tasks described. The following traffic analysis and design activities are specifically excluded from this scope of services:

- Intersection capacity analysis for any intersection
- Speed studies
- Signal warrant analysis
- Traffic signal timing

If required, these services can be performed on an hourly basis plus expenses.

Task D. Environmental Study

Stantec's subconsultant (LCA) will provide the environmental study needed as part of the redevelopment of the intersection as described below.

LCA will prepare documentation for a Categorical Exclusion (CE) for the project as described by the following scope tasks:

Task 1: Initial Site Assessment (ISA) of Project Sites at Cooper St. and Snooty Fox Cir. intersection.

LCA will perform an Initial Site Assessment. The objective of the proposed ISA is to identify recognized environmental conditions (RECs) associated with past or current activities at the Project Site and potentially permit the Project Site and project owner to satisfy one requirement to qualify for landowner liability protection under CERCLA (the Comprehensive Environmental Response, Compensation and Liability Act). The ISA will also provide information about any environmental conditions which could potential affect design and construction at the Project Site. This ISA will be performed in general conformance with ASTM E1527-13. Per ASTM E1527-13 Sec. 8.2.2, if the Project Sites, or any adjoining property is identified in any of the standard environmental record sources, pertinent regulatory files shall be reviewed in accordance with Sec. 8.1.1 through 8.1.8. The purpose of the regulatory file review, if necessary, would be to obtain sufficient information to determine if a REC exists on the Project Site. **Should RECs be identified it will be necessary to perform a file review in order to conform to the ASTM standard. The cost of regulatory file review is not included within the base fee proposed herein. During the course of the ISA investigation, LCA will request Client approval to proceed with regulatory file review at an additional cost to be estimated according to research findings.**

As the intended User of this ISA, Client agrees to complete a ISA User Questionnaires prior to LCA's visit to the Project Site. Client also agrees to complete an ISA Questionnaire and Checklist (to be furnished upon project start up) and provide or arrange to have the requested material and information delivered to LCA. If the Client does not furnish recorded land title and environmental lien records to LCA, LCA may be able to obtain such documents from a title research firm, typically for approximately $300.00 - $500.00 per parcel. If so directed and authorized by Client, LCA would add this additional expense at cost-plus 15% to the base fee of this ISA. Authorization for LCA to obtain recorded land title and environmental lien records must be in writing from Client.

To facilitate a mutual understanding of the work to be performed, the major project tasks are broken out in detail as follows:

Task 1.1 – Perform a Site Reconnaissance

LCA will visit the Project Site to examine the property for visible evidence(s) of recognized environmental conditions (RECs). Items of possible concern include stressed vegetation, underground storage tanks (USTs), disposal and storage practices for hazardous substances or petroleum products, unusual odors, soil staining, and unusual or suspicious surface contour features. A photographic record will be made of the Project Site and representative photographs will be included in the final report.

The LCA environmental professional, scientist, geoscientist or engineer who makes the actual property visit will gather reasonably ascertainable data to summarize the regional geology and hydrology. These data may include the local soil types and properties, reported average depth of groundwater in the property area, and local uses and quality of groundwater.

The ISA may also include portions of properties located along Cooper Square Cir., Snooty Fox Cir., and Coopers Corner Drive upon instruction from the Client.

Task 1.2 – Conduct a Records Review

LCA will obtain a commercially available standard environmental database compilation of State and Federal regulatory agencies to determine whether or not non-compliance citations or violations have been issued or noted in the past at this Project Site or at other properties within prescribed minimum search distances. Potential RECs found through the database review, interviews, or other methods will be investigated further by reviewing appropriate regulatory agency files. Regulatory agencies can include city and/or county health departments, local air and water quality departments, fire department, Texas Commission on Environmental Quality and the Environmental Protection Agency (Region VI, Dallas).

The history of the Project Site will be reviewed by utilizing reasonably ascertainable and practically reviewable data from publicly available standard sources obtainable within reasonable time and cost constraints.

Readily ascertainable aerial photographs of the Project Site as it existed in past years will be examined and reported by date and activity. These photographs are intended to reveal major changes in the on-site and surrounding land usage or construction features that may suggest pre-existing environmental concerns to the property as it exists in the present.

If provided by Client or otherwise acquired for this work by LCA, the recorded land title and environmental lien records for the property will be reviewed for previous ownership and/or environmental liens that suggest an obvious potential concern.

Task 1.3 - Interviews

Persons familiar with this Project Site will be interviewed to obtain information indicating RECs in connection with the property. LCA will identify and interview current and past owners, operators and occupants of the property.

Task 1.4 - Evaluate Data and Compose ISA Report in TxDOT format

Pertinent data and observations will be organized and presented in a final report. This report will include opinions by LCA regarding the potential for RECs through the presence or impact of hazardous substances or petroleum products. If the preliminary findings of this ISA indicate the probable need for further investigation, the Client will be advised of the cause(s) for concern with any recommendations for an expanded scope of services as soon as such concern(s) become known to LCA. Recommendations could include additional research, a more thorough physical examination of the property, the collection of soil/water/waste samples for laboratory testing, or other specific activities. Such recommendations would be presented with corresponding budgets in a separate proposal.

Task 2: Biological and Cultural Impacts

Task 2.1 – TIER I Biological Evaluation - The site will be reviewed for the presence of biological indicators, and a Tier I Assessment in accordance with the new September 2013 TPWD-TxDOT Memorandum of Understanding (MOU). A check of the Natural Diversity Database (NDD) will be obtained from the TPWD. TxDOT's Biological Evaluation Form will be completed and submitted as part of the CE documentation.

Task 2.2 - Historical, Cultural and Archeological Assessment – LCA will evaluate the detectable existence of sites of significant historical, cultural and archeological significance. If requested, LCA will assist in the completion of a Historic Resources Project Coordination Request form. TxDOT and the City of Arlington will conduct any outreach or community coordination applicable.

Task 2.3 – Water Resources Review– LCA will perform a site visit of the Project Site and perform a review of readily available information to identify potentially affected Waters of the US. Jurisdictional Determination through the Army Corp of Engineers is not included in this scope of services.

Task 2.4 – Socioeconomic Technical Report– LCA will perform a site visit of the Project Site and perform a review of readily available information to the community including median annual income, to address socioeconomic conditions and environmental justice. TxDOT's Socioeconomics Technical Report will be completed and submitted as part of the CE package, if required by TxDOT.

Task 3: TxDOT Environmental Checklist Requirements

LCA will review and assess TxDOT environmental checklist requirements and any fresh project information provided by Client and/or discovered during Task 1 (ISA). LCA will assist the Client with the completion of required checklists to support acceptance of engineering design, as follows:

Task 3.1 TxDOT Project Risk Assessment Form
Task 3.2 TxDOT Environmental Information Request Form

Other forms necessary for completion and acceptance of the design of the intersection and signaling may be completed by LCA for an additional fee upon request.

Schedule

Task A: Project Management

Ongoing communications and reporting throughout the project as necessary.

Tasks B & C: Roadway Geometric & Traffic Signal Design

Conceptual Design (30%): 3 weeks after completion of Task A field survey

Preliminary Design (60%): 5 weeks after receipt of comments on 30% Design from both City and TxDOT

Final Design (90%): 4 weeks after receipt of comments on 60% Design from both City and TxDOT

100% Construction Drawings: 3 weeks after receipt of comments on 90% Design from both City and TxDOT

Task D: Environmental Study

Task 1: 3 weeks from Notice to Proceed

Tasks 2-5: within 30 days of receipt of 30% design plan comments from City and TxDOT

Task E: Land Title & Environmental Lien Record Research

As needed during period of Task D completion.

Fee

The services described above will be provided for the following fees:

Basic Services:

Task A: Project Management	$	2,700.00 lump sum
Task B: Geometric Design		
30% Design	$	4,090.00 lump sum
60% Design	$	17,250.00 lump sum
90% & 100% Design	$	7,740.00 lump sum
Direct Expenses	$	789.00 lump sum
Field Survey	$	6,000.00 lump sum
Right of Way or Easement Document Preparation (maximum of 2)	$	5,000.00 lump sum
Task C: Traffic Signal Design	$	23,100.00 lump sum
Task D: Environmental Study	$	12,500.00 lump sum
Total Basic Services Not To Exceed:	**$**	**79,169.00 lump sum**

Special services (to be performed only if requested)

Additional right of way or easement document preparation	$	2,500.00 each
Task E: Land Title & Environmental Lien Record Research		approx. $500 per parcel

Total Special Services (assuming 1 ROW or easement and 1 Land Title & Environmental Lien Record): $ 3,000.00 lump sum

Select 2016 Standard Government Hourly Rates are as follows:

Principal	$232.93
Senior Project Manager	$181.80
Project Manager	$160.02
Engineer IV	$139.76
Engineer III	$124.78
Engineer II	$110.72
Engineer I	$106.18
Engineer In Training	$99.83
Administrative Assistant	$66.25

Any tasks completed that are outside the above defined scope will be performed on an hourly basis, and an upset limit will be established. The upset limit is the amount of money that may be billed without further authorization and a best estimate of what is realistic to complete the task with the information available. You may choose to authorize an increase should you feel that the scope warrants a change.

EXHIBIT H-1

City of Arlington, Texas
Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: _10___% 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***
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 ___10_____%

(Commitment Dollars and Percentages are for Subproviders only)

Contract No._____

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: _____% Prime Provider: _____

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

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

Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
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:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
DBE/HUB Subprovider **Subprovider Name:** **VID Number:** **Address:** **Phone # & Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Subprovider **Subprovider Name:** **VID Number:** **Address:** **Phone # & Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

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._____

EXHIBIT H-3

City of Arlington, Texas Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____ Original Contract Amount: _____

Date of Execution: _____ Approved Supplemental Agreements: _____

Prime Provider: _____ Total Contract Amount: _____

Work Authorization No. _____ Work Authorization Amount: _____

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice – Contract Manager/Managing Office
1 Copy – City of Arlington, Attention:_____, MS #_____, P.O. Box 90231, Arlington, Texas 76004-3231.

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

_____ _____ _____
Print Name – Company Official / DBE Liaison Officer Signature Date

_____ _____ _____
Email Phone Fax

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: _10____%

Total Contract Amount: $_____ Total Contract Amount: $_____

Contract Number:

Vendor ID #	Subprovider	Total $ Amt Paid to Date
	TOTAL	

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

_____
By: Prime Provider

_____
Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____

_____ Notary Public _____ County

My Commission Expires: _____

Contract No._____

EXHIBIT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number

The information must be provided and returned with the contract.

_____ _____
Signature Date

_____ _____ _____
Printed Name Email Phone #

EXHIBIT H-FG

Disadvantaged Business Enterprise (DBE)
For Federal-Aid Professional or Technical Services Contracts

l) **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. Fai lure 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 __10___% 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 Section2.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 o 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;

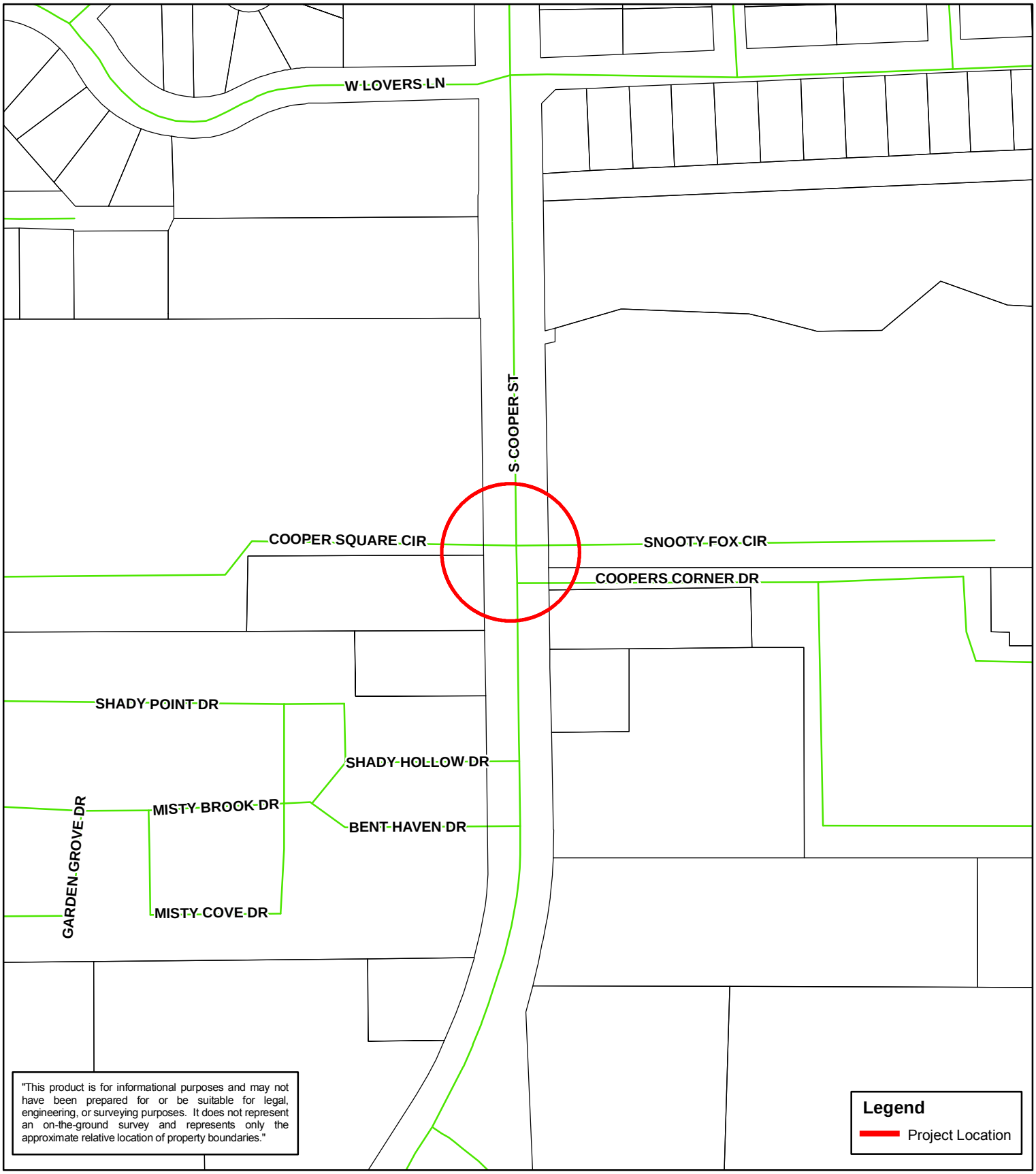
(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;

(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.

END OF DOCUMENT



N
W E
S

South Cooper St.
Safe School Crossing
Project No. PWTE15002
Location Map

ARLINGTON
THE AMERICAN DREAM CITY

Prepared By:
PWT Engineering Operations
3/3/2016

Staff Report

Engineering Services Contract for Parkcrest Place Erosion Evaluation and Improvements; Project No. PWDR16003	
City Council Meeting Date: 3/22/2016	Action Being Considered: Minute Order

RECOMMENDATION

Authorizing the City Manager or his designee to execute an Engineering Services contract with Garver, LLC, of Frisco, Texas, for the Parkcrest Place Erosion Evaluation in an amount not to exceed $60,100.

PRIOR BOARD OR COUNCIL ACTION

None.

ANALYSIS

Parkcrest Place subdivision has an earthen channel that runs parallel to Pike's Peak Way. This channel is experiencing significant erosion that is undermining the sidewalk along Pike's Peak Way and threatening to undermine the roadway structure. Staff requests approval to perform a drainage analysis and design of improvements so that the city's infrastructure will be protected. Without addressing this situation in the near future, the city will incur significant maintenance costs to rehabilitate the sidewalk and street pavement.

Staff's research indicates the maintenance of the channel is the responsibility of the Parkcrest Place Homeowner's Association (HOA). However, the HOA does not have funding to either design or construct improvements to solve the issue. Because of the impact to city infrastructure, Staff proposes moving forward with design, and ultimately construction, of the improvements. Staff will work with the HOA to recoup the funds the city expends on this project.

	Not to Exceed
Drainage Study	$24,200
Survey	$5,200
Conceptual Design	$8,800
Preliminary Design	$8,100
Final Design	$13,800
Total:	**$60,100**

Garver was selected based on the 2015 Annual Requests for Qualifications. Their submittal was evaluated and their experience was most similar to the scope of this project.

FINANCIAL IMPACT

Funding is available in the Storm Water Utility Fund Account No. 308501-61043-11150199.

FY 2016	FY 2017	FY 2018
$60,100	$0	$0

ADDITIONAL INFORMATION

Attached:	Engineering Services Contract Location Map
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

David Wynn, P.E., Interim Director	Mandy Clark, P.E.
Public Works and Transportation	Executive Stormwater Manager
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THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this 22nd day of March, 2016, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City" and Garver, LLC, hereinafter called "Engineer," whose address 3010 Gaylord Parkway, Suite 190. Frisco, Texas 75034.

W I T N E S S E T H:

That in consideration of the terms and conditions contained herein the parties do mutually agree as follows:

I.
Employment of Engineer

Engineer will perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer will provide services necessary for the construction of improvements to City's infrastructure, the location and extent of which is known as **Parkcrest Place Erosion Evaluation and Improvements, City of Arlington Project No. PWDR16003,** being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project." The services to be performed by Engineer under this Contract include but are not limited to the services described in attached Scope of Services/Appendix "A" which is attached and referenced herein as if written word for word.

II.
Compensation to Engineer

A. City agrees to pay to Engineer for all services outlined in Section III, a base design fee in an amount not to exceed $59,600.00. The following services are not included in this base fee:

1. Services required by Section III.A., Additional Services, for which cost is set out in III.A.

2. Work necessary to perform the design field survey as described in III.B., Field Survey Work, for which cost is set out in II.B.

3. Work necessary for the preparation of right-of-way and/or easement acquisition data as described by Section III.F., Right-of-Way/Easement Determination, for which cost is set out in II.C.

B. All costs associated with performing the design field survey as outlined in III.B. is included in the base design fee and shall be on an hourly basis as shown in Appendix "A".

C. No right-of-way acquisition is anticipated with this project. However, should the City determine the need for this data, all costs associated with right-of-way acquisition data, as outlined in III.F., shall be paid to Engineer by City on an hourly fee basis as shown in Appendix "A" unless mutually agreed to in writing by the parties hereto. Appendix "A" is hereby incorporated within this contract as if written word for word. In no case shall more than seventy-five percent (75%) of this amount be paid until all right-of-way acquisition data is accepted by City.

D. Direct expenses shall include subcontract charges for surveying, contract labor, computer time, printing, reproduction expense, communication expense, travel, transportation, and subsistence out of Tarrant and Dallas Counties directly related to the work. Direct costs are included in the base design fee and shall be actual cost multiplied by the factor of 1.1. Evidence of cost incurred for direct expenses shall be submitted with each billing.

E. Written request for payment for services rendered by Engineer may be made on a monthly basis. City will pay to the Engineer as follows:

1. An amount not to exceed the amount set out in II.B. until satisfactory completion of the design survey as set forth herein.

2. An amount not to exceed <u>forty</u> percent (40%) of the total base design fee until satisfactory completion of the conceptual design plans.

3. An amount not to exceed <u>eighty-five</u> percent (85%) of the total base design fee until satisfactory completion of the preliminary construction plans and right-of-way documents.

4. An amount not to exceed <u>ninety-five</u> percent (95%) of the total base design fee until satisfactory completion of the final construction plans and specifications, and right-of-way documents.

5. An amount equal to five percent (5%) shall be retained until such time as City requests and receives one (1) set of reproducibles of the final design construction plans and other documents described herein.

6. No interest shall accrue for late payments. 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, Engineer will immediately notify CITY in writing of said fact.

III.

Services

A. Additional Services – No additional services are anticipated with this project. However, should the City request for additional services, the request and scope shall be in writing. The fee shall be on an hourly basis as shown in Appendix "A". In no case shall more than seventy-five percent (75%) of the amounts agreed upon be paid until such services are accepted by City.

B. Field Survey Work - Engineer shall furnish a survey field party to collect all field information necessary to prepare complete and detailed plans, specifications, and contract documents consistent with prevailing engineering standards. This field information shall be based on NAD-83 or the latest version of the City's GPS Monument Manual located on Public Works & Transportation web page. Before the survey party is engaged in surveying on private property, City shall send letters to all adjacent property owners and other affected property owners notifying them of the survey party's intent to survey on private property. Engineer shall provide City with the legal description and address of the affected property(s). Permission to survey on private property shall be obtained from the property owners before surveying commences. The letter of permission will include permission for Engineer to set iron pins and control monuments for future right-of-way and/or easements to be acquired by City at a later date. Engineer shall direct the field party in the following:

1. Establishing the proposed centerline or a suitable reference base line on the ground as required by City.

2. Making complete and accurate cross-section field notes.

3. Making a complete topographic survey of all existing features above and below ground level that would or could affect proposed construction. These features shall include, but are not limited to, telephone poles, power poles, all other utilities or other structures located on or above or below the surface, fences, retaining walls, water meters, detector check valves, manholes, vaults, sprinkler heads, structures, culverts, pipes and all other facilities in close proximity to the construction. Also, all buildings, trees, steps, and other topographical features which would be of interest to the property owner in discussing the plans with City engineers must be shown accurately and drawn to scale. Engineer shall also show street numbers for all existing houses and structures.

4. Determining horizontal and vertical location of all underground utilities or other underground structures based upon information obtained in accordance with Section III where they cross any part of the proposed storm drainage system or

street system or may affect the proposed Project. T he Engineer shall not be responsible for the cost of exposing these utilities or repairing damage caused by such exposure unless due to omission or other negligence by Engineer.

5. Making of all surveys necessary to determine limits of any existing right-of-way.

C. General Requirements

1. Each time Engineer submits plans and specifications to City, eight (8) copies (two {2} full size {22”x34”}, six {6} half scaled {11x17}) and a .pdf of each shall be submitted to the Department of Public Works and Transportation. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. A ll plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated. The City will supply plans for Project to other parties, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project.

2. Specific design requirements shall be obtained from the City of Arlington *Design Criteria Manual*. Landscaping materials shall be in accordance with the latest approved plant list posted by the Parks and Recreation Department. Irrigation shall be in accordance with the latest ordinances.

3. Each set of plans shall be stamped "Review," and each sheet of the plans shall be signed and dated with license number noted by Engineer until approval of the final design construction plans by City, whereupon the word "Review" shall be omitted and the plans shall be stamped "Final" on the cover sheet. Each sheet of the final plans shall include the Engineer's seal, signature and date.

4. City will coordinate with the utility companies, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project. Coordination shall include any and all exposure, removal, relocation and any proposed improvements necessary for implementation of Project. Engineer shall attend utility coordination meeting(s) for Project, as requested by the City. Engineer shall indicate on the final plans all existing utilities and proposed improvements both on plan and profile sheets.

5. Engineer shall accompany City representatives on Project observation visits prior to commencing design of Project and prior to final design of Project.

6. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.

7. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.

8. Engineer shall attend the pre-bid meeting and assist with inquiries pertaining to the final design of Project.

D. Conceptual Design Plans - Conceptual plans for this project shall be prepared to such detail as is necessary to resolve all conceptual issues. Conceptual plans must be approved by City prior to Engineer commencing with the preparation of preliminary design construction plans. The requirements for conceptual plans are included in the City of Arlington *Design Criteria Manual*.

E. Preliminary Design Construction Plans - At such time as Engineer is directed by City, Engineer shall prepare preliminary plans, including a title sheet, quantity sheets, and details. The requirements for preliminary plans are included in the City of Arlington *Design Criteria Manual*, and shall include items as described in Sections III.A.1 and III.A.2.

F. Right-of-Way/Easement Determination – In conformance with City standards, Engineer shall survey, render field notes, and prepare detailed plans (right-of-way strip maps) and individual parcel exhibits for any additional right-of-way and/or easements, including temporary construction easements, needed. Engineer shall also set control points, which shall be based on NAD-83 and the latest version of the City's GPS Monument Manual (located on Public Works & Transportation web page), approximately every 600 feet on both sides of the road. Before setting the control points, Engineer shall obtain approved sketches and specifications from City for the placing of control points. The requirements for right-of-way and easement submission are included in the City of Arlington *Design Criteria Manual*. The required items are necessary for the acquisition of right-of-way required to construct Project. This information shall be required prior to acceptance of final construction plans.

Upon notification by City of acceptance of the right-of-way plans, exhibits and instruments, and as directed by City, Engineer's surveyor shall set all corners and points of curvature for the proposed right-of-way and/or easements and submit final sealed plans and exhibits.

G. Final Design Construction Plans - Upon acceptance of preliminary plans by the City, the Engineer shall prepare final plans. Final plans shall be consistent with previous sections and shall include:

1. Right-of-way plans and documents.

2. Construction plans.

3. Bid proposal.

4. Special specifications as required.

H. Miscellaneous Requirements - Engineer shall furnish, upon request by City electronic files in .pdf format (one formatted to 34”x22” full scaled and one formatted to 11”x17” half scaled) of the "Final" approved, sealed and dated plans. If electronic files are not feasible, City may accept one (1) set of film reproducibles. Engineer shall also submit an electronic file of the “Final” drawings in .dwg format.

In performing the services outlined above, Engineer will protect City to the extent reasonably possible against defects and deficiencies in the work of contractors. Engineer will report any observed deficiencies to City and Engineer will take any other appropriate actions; however, it is understood that Engineer does not guarantee the contractor’s performance, nor is Engineer responsible for supervision of the contractor’s operation and employees except to the extent defects, omissions or negligence is reasonably discoverable by Engineer. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or the safety precautions and programs incident to the work of the contractor.

IV.
Time for Completion

Engineer agrees to complete and submit all work required by City as follows:

1. Conceptual design plans in 60 calendar days from the date of written notice to proceed.

2. Preliminary design construction plans in 14 calendar days from acceptance of the conceptual plans and written notice to proceed with preliminary plans.

3. Final design construction plans and specifications in 21 calendar days from acceptance of preliminary plans and written notice to proceed with final plans. Subsequent submittals of final plans shall be returned to the City within six (6) weeks of the date of the previous review letter.

Calendar days for each design phase shall commence when Engineer is notified to proceed and shall terminate when Engineer has submitted plans to the City. No extensions of time shall be granted unless a written request is submitted by Engineer, and such request is approved in writing by City.

V.
Revisions of Plans and Specifications

City reserves the right to direct substantial revision of the plans, special provisions, and specifications after acceptance by City as City may deem necessary, but in such event City shall pay Engineer equitable compensation for services rendered in making such revisions. In any event, when Engineer is directed to make substantial revisions under this Section of the contract, Engineer shall provide to City a written proposal for the entire costs involved in providing City a completed set of plans, specifications and special provisions, and the completion time involved in the revisions. Prior to Engineer 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 plans, special provisions, and specifications, or drawings are required by reason of Engineer's error or omission, then such revisions will be made by Engineer without additional compensation to the fees herein specified, and in a time frame as directed by City.

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

VI.
Engineer's Coordination with Owner

Engineer 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 Engineer all existing plans, maps, field notes, and other data in its possession relative to the Project. Engineer may show justification to City for changes in design from City standards due to the judgment of said Engineer 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 Engineer.

VII.
Contract Termination Provision

This contract may be terminated at any time by City for any with or without cause without any penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Engineer shall immediately discontinue all services and Engineer will 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, the Engineer 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 Engineer

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 Engineer with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Engineer 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, Engineer shall pay directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Engineer any additional monies other than those previously paid under the contract.

VIII.
Ownership of Documents

All drawings and specifications prepared or assembled by Engineer under this contract shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer shall retain in his files all original drawings, specifications and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings, specifications, and other documents by other engineers subsequent to the completion of the contract. City shall require that any such change be sealed, dated, and signed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

IX.
Insurance

A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her 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. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.

1. Workers' Compensation as required by law, 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 Engineer'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 and a $2,000,000 aggregate.

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: Engineer 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 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, Engineer 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.

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

B. Each insurance policy to be furnished by Engineer shall include the following conditions by endorsement to the policy:

1. Except for Worker's Compensation and Professional Liability insurance, the policy shall name City as an additional insured as to all applicable coverage;

2. 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. Engineer 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 Engineer, it is a condition precedent to acceptability thereof that:

1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

2. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the City.

D. Engineer agrees to the following:

1. Except for Professional Liability, Engineer 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 Engineer shall have no r ecourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.

3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer 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 Engineer from liability.

4. Engineer shall provide one (1) copy of a Certificates of Insurance completed on an Acord form or other State-approved form, and endorsements effecting coverage required by this section to the City by forwarding to:

City of Arlington
Department of Public Works and Transportation - Mail Stop 01-0220
Attn: Jenette T. Hull, Engineering Coordinator
PO Box 90231
Arlington, Texas 76004-3231

E. 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.

X.
Monies Withheld

When City has reasonable grounds for believing that:

A. Engineer 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 Engineer or City arising out of the negligence of the Engineer or the Engineer's breach of any provision of this contract; then

City may withhold payment of any amount otherwise due and payable to Engineer 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 Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against 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, Engineer 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.
Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses

In performing this contract, Engineer 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 of Arlington projects and procurements, City of Arlington 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 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, Engineer 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 Engineer agrees to provide information about its minority status at time of contract execution. City will provide a Data Gathering Form with the award letter. Engineer 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 engineer and any other firms performing work as a part of this contract such as surveying services. See attached Prime and Subs Report form. Engineer 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.

XIII.
Right to Inspect Records

Engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Engineer involving transactions relating to this contract. Engineer agrees that City shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

Engineer 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 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 subcontractor reasonable advance notice of intended audits.

XIV.
No Third Party Beneficiary

For purposes of this contract, including its intended operation and effect, the parties (City and Engineer) 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 Engineer 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 Engineer.

XV.
Successors and Assigns

City and Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither City nor Engineer shall assign or transfer its interest herein without the prior written consent of the other.

XVI.
Engineer's Liability

Acceptance of the final plans by City shall not constitute nor be deemed a release of the responsibility and liability of Engineer, 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 Engineer, its employees, subcontractor, agents and consultants.

XVII.
Indemnification

ENGINEER 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 ENGINEER as well as any negligent omission, act or error of ENGINEER, its officials, officers, agents, employees and invitees, or other persons for whom ENGINEER 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 ENGINEER 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 ENGINEER 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 ENGINEER.

ENGINEER 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 ENGINEER unless ENGINEER has obtained written permission from the copyright or trademark holder as required by law, subject also to CITY's consent. ENGINEER 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. ENGINEER 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 ENGINEER or for whom ENGINEER 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 ENGINEER 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.

XVIII.
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, or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIX.
Independent Contractor

Engineer covenants and agrees that he/she is an independent contractor, and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be liable 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 Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

XX.
Disclosure

By signing this contract, Engineer acknowledges to City that he or she has made a 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. Engineer further agrees that he shall make disclosure in writing of any conflicts of interests which develop subsequent to the signing of this contract and prior to final payment under the contract.

XXI.
Venue

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

XXII.
Entire Agreement

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

XXIII.
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 of Texas and federal laws. Situs of this contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

XXIV.
Default

If at any time during the term of this contract, Engineer 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 Engineer does 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 theretofore been paid to Engineer hereunder, Engineer shall be liable for and shall reimburse City for such excess.

XXV.
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.

XXVI.
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.

XXVII.
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.

XXVIII.
Equal Employment Opportunity

Engineer 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. Engineer shall take action to ensure that applicants are employed and treated 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: 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.

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 01-0220
ATTN: Samantha W. (Mandy) Clark, P.E., CFM
Executive Stormwater Manager
PO Box 90231
Arlington, Texas 76004-3231

If intended for Engineer, to:

Graver, LLC
ATTN: Frank McIllwain
3010 Gaylord Parkway, Suite 190
Frisco, Texas 75034

XXXI.
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 Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:
(1) Compliance with Regulations: The Engineer 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 Engineer, 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 Engineer 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 Engineer 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 Engineer of the Engineer'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 Engineer 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 an Engineer is in the exclusive possession of another who fails or refuses to furnish this information the Engineer 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 Engineer'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 Engineer under the contract until the Engineer complies, and/or

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

(6) Incorporation of Provisions: The Engineer 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 Engineer 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 Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Arlington to enter into such litigation to protect the interests of the City of Arlington, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties enter into this contract on the date first written above.

ENGINEER:
Garver, LLC

BY:_____
Frank McIllwain
Vice President

CITY OF ARLINGTON, TEXAS:

BY: _____
James F. Parajon, FAICP
Deputy City Manager

APPROVED AS TO FORM:
Teris Solis, City Attorney

ATTEST:
Mary Supino, City Secretary

BY: _____

_____

THE STATE OF TEXAS §

Engineer 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 _____, 20_____.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared James F. Parajon, FAICP, 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 Deputy City Manager thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

My Commission Expires: _____

PRIME AND SUBS REPORT

Project Name: _____

Project No: _____ Date: _____

LEGEND
MWBE = Minority/Women Business Enterprise
* Answer with "YES" or "NO"
** To be filled in at end of project.

Prime Contractor	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	Anticipated Amount	**Actual Amount

LIST **ALL** SUBS:

Name of Company	Description of Work Type	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	Anticipated Amount	**Actual Amount

SAMPLE (Copy for execution will be included with award letter)

Please complete this form (with the exception of Actual Amounts) and return with executed contracts. If applicable, complete the Actual Amounts and resubmit this form prior to final payment for this project.

Version 2/2016

3010 Gaylord Parkway
Suite 190
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

Appendix A
Scope of Services
Pikes Peak Way Drainage Analysis and Design
March 4, 2016

This Scope of Services consists of a preliminary drainage analysis and design of a swale adjacent to Pikes Peak Way in the Parkcrest Place subdivision in the City of Arlington, Texas. The goal of the drainage analysis will be to determine the size of an offsite drainage structure required to accommodate offsite drainage that runs off to the existing swale along Pikes Peak Way. From there, construction plans will be developed to construct the proposed system and repair the severe erosion that occurred during a recent storm event.

1.0 Drainage Study

Data Collection and Site Visit

Garver will review applicable information for the site from the City of Arlington.

Garver will conduct a site investigation to determine and document the existing conditions of the contributing drainage basin, swale, and drainage structures for the drainage system that drains to the study area. It is assumed that the City of Arlington will obtain right of entry and notify property owners of the site investigation as necessary.

1.1 Hydrologic Analysis

The City of Arlington will provide appropriate hydrographs for use in the hydraulic analysis.

1.2 Hydraulic Analysis

Based on the peak flow estimates from the hydrologic analysis and considering the location and constraints of property available for the proposed drainage structure, a hydraulic analysis of the proposed swale system will be developed. This analysis will use existing topography from record drawings obtained from the City of Arlington and a field survey as the basis for the geometry in the analysis. Up to two proposed swale improvement scenarios will be evaluated as part of this study. Based on the results of the hydraulic analysis, proposed swale improvements will be recommended to the City.

No detention scenarios will be considered for the analysis.

A preliminary opinion of probable cost for the two proposed scenarios will be developed using material quantities developed from the field survey and unit prices from the City of Arlington.

1.3 Drainage Analysis Memorandum

Garver will meet with City staff to review the recommended improvements. Upon the City's final selection of a proposed improvement scenario, Garver will prepare a final drainage analysis memorandum for submittal to the City.

The memorandum will include the following:

- Swale profiles and tables for the hydraulic analysis;
- A schematic of the proposed improvements;
- Tables showing input data for the hydrologic analysis;
- A map showing drainage basins and sub basins.

1.4 Meetings

This scope of services includes up to two meetings with the City and one meeting with Martin-Marietta to discuss the progress of the study. Garver's project manager and project engineer will be present at the meetings.

At this time, no meetings with homeowners or property owners (other than Martin-Marietta as noted above) within the study area are anticipated. Meetings with these stakeholders can be added at a later date for additional services.

2.0 Survey

A survey of the project area will be conducted to be used in creating the hydraulic analysis and for calculating approximate construction quantities. The specific survey tasks to be performed are described below:

A standard topographic survey will be performed in a limited area within the project limits. This will include an area 20 feet upstream and 20 feet downstream in the swale of the area damaged by erosion.

Six (6) channel cross sections will be provided along the swale alignment. Characteristics of the cross sections are described below:
Cross section limits will extend approximately 20' beyond the apparent top of bank.
Cross section width is generally less than 50'.
Points surveyed along the cross-section will include the following: flowline, toe of slope, top of slope, and overbank beyond the top, and significant changes in grade in between.

Property and easement lines will be shown on the construction plans where those lines are indicated on other documents such as plats.

The following items are not included in the survey task:

- Building finished floor elevations.
- Mapping of underground utilities.
- Detailed investigation of right-of-way, property and easement lines.

3.0 Geotechnical Services

No geotechnical services are included for the design phase of the project. It is recommended that compaction and materials testing be completed during the construction phase of the project. This can be accomplished by the City or as extra services to this scope.

4.0 Utility Coordination

The Owner will furnish plans to known utility owners potentially affected by the project at each stage of development. The Owner will conduct coordination meetings among affected utility owners to enable them to coordinate efforts for any necessary utility relocations.

5.0 Environmental Services

Due to the nature of the anticipated improvements, no environmental permits are assumed to be needed for this project. Should applications or coordination with regulatory agencies be required, this will be accomplished as additional services.

6.0 Conceptual Design

The conceptual design phase submittal will include preliminary typical sections, plan and profile sheets showing horizontal and vertical geometry, major drainage features, right-of-way requirements, and an opinion of probable construction cost. This conceptual submittal will be for the purpose of coordinating the proposed improvements with the City and the utility companies and developing an order of magnitude cost estimate for the project. The Engineer will not begin preliminary design until the conceptual design is approved by the Owner.

No water and sewer relocation design or plans are anticipated for this project. If relocation plans are required, they will be accomplished as additional services.

7.0 Preliminary Design

The preliminary design phase submittal will include preliminary typical sections, plan and profile sheets showing horizontal and vertical geometry, cross sections, right-of-way requirements, drainage improvements, and an opinion of probable construction cost. The preliminary design phase will represent approximately 60 percent of final construction contract plans. This submittal will not include technical specifications or "front end" contract documents. The Engineer will not begin final design until the preliminary design is approved by the Owner.

8.0 Final Design

During the final design phase of the project, the Engineer will conduct final designs to prepare construction plans and specifications, for one construction contract, including final construction details and quantities, special provisions, and opinion of probable construction cost. The Engineer will also make a final field inspection with Owner and make any needed plan changes as a result of the final field inspection. The Owner will provide a specific construction contract, front end documents and technical specifications for the project.

The Stormwater Pollution Prevention Plan (SWPPP) will be prepared by the Owner.

9.0 Property Acquisition Documents

The Engineer will provide schematic mapping to be used for preparing Right-of-Way/Easement acquisition documents by the Owner for use in acquiring any needed property. This scope of services does not include property acquisition or preparation of individual exhibits.

10.0 Bidding Services

The Owner will handle and complete all Bidding Services.

11.0 Construction Phase Services

Construction phase services are not included in this scope of services.

12.0 Project Deliverables

The following will be submitted to the Owner, or others as indicated, by the Engineer:

- Two copies of the Drainage Study Report.
- Copies of review plans and final plans as specified in Section III.C and H of the contract.

13.0 Extra Work

The following items are not included under this agreement but will be considered as extra work:

- Redesign for the Owner's convenience or due to changed conditions after previous approval.
- Review of submittals from the contractor.
- Design of any utilities relocation.
- Retaining wall or other significant structural design.
- Street lighting or other design.
- Construction materials testing.
- Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- Record drawings.
- Services after construction, such as warranty follow-up.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and the Engineer.

14.0 Schedule

The Engineer shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Drainage Study	30 days from start date
Survey	15 days from start date
Conceptual Design	15 days from approval of the drainage study
Preliminary Design	14 days from approval of Conceptual Design
Final Design	21 days from Approval of Preliminary Design

15.0 Compensation

For the work described under Tasks 1 through 12 above, the Client will pay Garver on an hourly, not-to-exceed basis.

The table below presents a summary of the fee amounts for this contract.

FEE SCHEDULE

Task Description	Cost
Drainage Study	$24,200.00
Survey	$5,200.00
Conceptual Design	$8,800.00
Preliminary Design	$8,100.00
Final Design	$13,300.00
TOTAL	$59,600.00

ADDITIONAL SERVICES AND COMPENSATION SCHEDULE

Additional services may be added to the contract as deemed necessary by the Client during the completion of the project. These additional services will be charged to the Client at the rates shown in the table below. If the Client requests these services, the engineer will complete an estimate of the time and scope of work necessary to complete the task. These rates, for additional services, are valid for calendar year 2016. We reserve the right to negotiate rates for year 2017 and beyond.

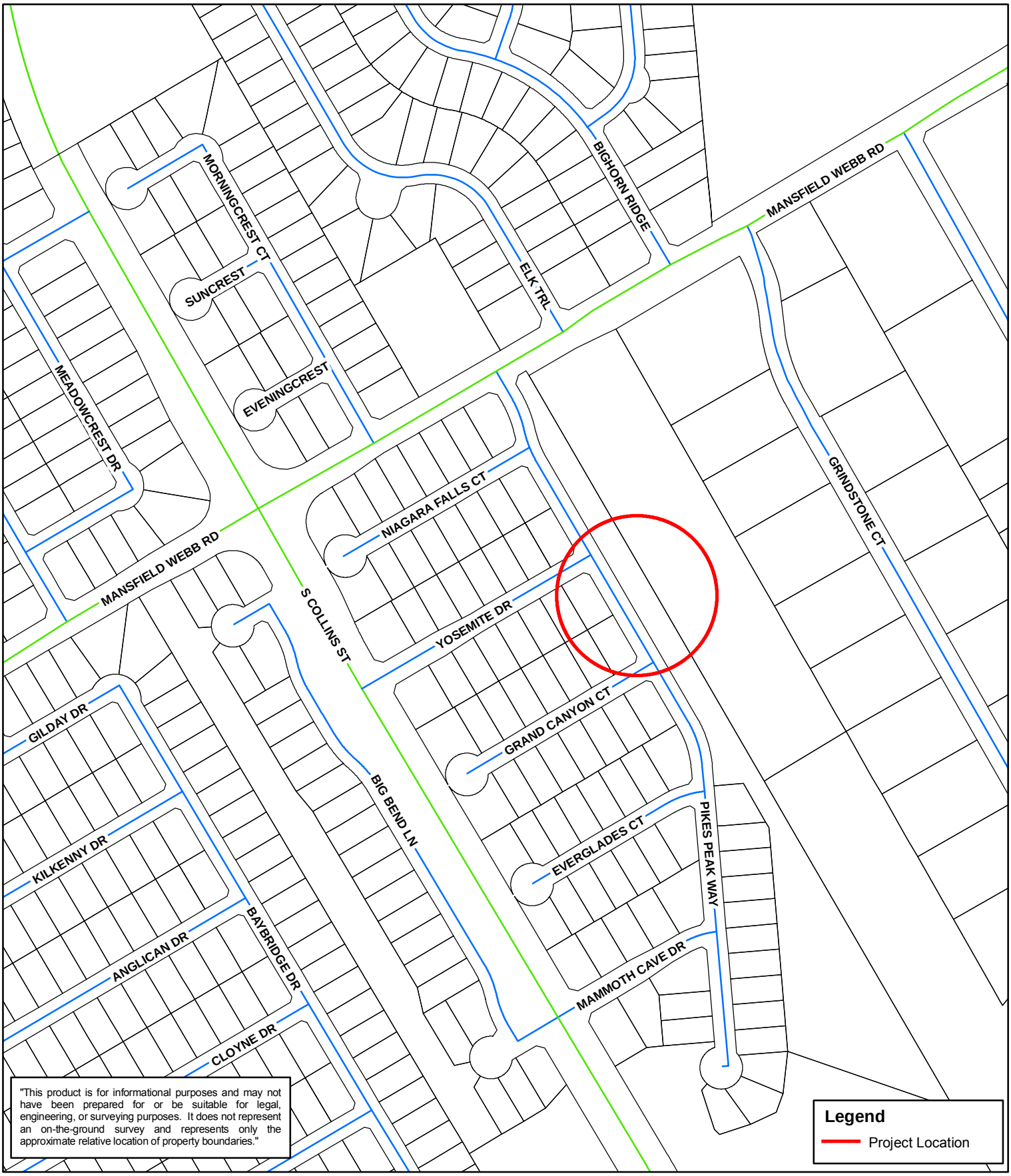
GARVER

Pikes Peak Way Drainage Analysis
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	$ 96.00
E-2	$ 111.00
E-3	$ 135.00
E-4	$ 157.00
E-5	$ 192.00
E-6	$ 240.00
E-7	$ 317.00
Planners / Environmental Specialist	
P-1	$ 116.00
P-2	$ 145.00
P-3	$ 180.00
Designers	
D-1	$ 90.00
D-2	$ 105.00
D-3	$ 125.00
D-4	$ 145.00
Technicians	
T-1	$ 70.00
T-2	$ 89.00
T-3	$ 108.00
Surveyors	
S-1	$ 43.00
S-2	$ 57.00
S-3	$ 77.00
S-4	$ 110.00
S-5	$ 145.00
S-6	$ 165.00
2-Man Crew (Survey)	$ 177.00
3-Man Crew (Survey)	$ 220.00
2-Man Crew (GPS Survey)	$ 197.00
3-Man Crew (GPS Survey)	$ 240.00
Construction Observation	
C-1	$ 85.00
C-2	$ 109.00
C-3	$ 133.00
C-4	$ 163.00
Management/Administration	
M-1	$ 317.00
X-1	$ 55.00
X-2	$ 75.00
X-3	$ 104.00
X-4	$ 132.00
X-5	$ 162.00
X-6	$ 192.00

Agreement for Professional Services
Pikes Peak Way Drainage Analysis Garver Project No. 15087600

END OF DOCUMENT



N
W E
S

Parkcrest Place
Erosion Evaluation
Project No. PWDR16003
Location Map

ARLINGTON
THE AMERICAN DREAM CITY

Prepared By:
PWT Engineering Operations
3/1/2016

Staff Report

Fuel Leak Cleanup	
City Council Meeting Date: 03-22-16	Action Being Considered: Minute Order

RECOMMENDATION

Authorize the City Manager or his designee to negotiate and execute a contract with W. Two Plus, Inc., of Kennedale, TX, for work mandated by the Texas Commission on Environmental Quality (TCEQ) related to cleanup of a diesel fuel leak at 1015 W. Main St, in an amount not to exceed $89,653.03.

PRIOR BOARD OR COUNCIL ACTION

On March 1, 2016, Council approved Resolution No. 16-038, declaring an emergency and ratifying expenditures to Cleaning Guys, LLC, of Arlington, Texas, in an amount not to exceed $179,999.19; and W. Two Plus, Inc., of Kennedale, Texas, in an amount not to exceed $55,938.07, for services rendered related to the cleanup of a diesel fuel leak at 1015 W. Main Street.

ANALYSIS

On November 28, 2015, a diesel fuel leak was detected at the City of Arlington fueling depot at 1015 W. Main St. The leak was identified and repaired in an underground pipe between an above ground fuel tank and the fuel pumps. The spill was reported to and clean-up activities were coordinated with TCEQ.

W. Two Plus, Inc., repaired the leak and then completed cleanup onsite at the fueling depot. Now, the City must undertake and complete work mandated by TCEQ. This includes installation of monitoring wells and reporting. W. Two Plus, Inc., has submitted a proposal for the work in the amount of $89,653.03. City staff has reviewed the proposal with the assistance of TCEQ which determined the scope to satisfy requirements.

These services are exempt from state bidding requirements under Texas Local Government Code Sec. 252.022(a)(2).

FINANCIAL IMPACT

Funding is available in Public Works Fleet Account No. 790101-63108.

FY 2016	FY 2017	FY 2018
$89,653.03	$0	$0

ADDITIONAL INFORMATION

Attached:	Proposal
Under separate cover:	None
Available in the Purchasing Division:	None

STAFF CONTACT(S)

David Wynn, P.E., Interim Director
Public Works & Transportation
817-459-6556
David.Wynn@arlingtontx.gov

Nora Coronado, Assistant Director
Public Works & Transportation
817-459-6567
Nora.Coronado@arlingtontx.gov

W. Two Plus, Inc.

PROPOSAL FOR GROUNDWATER ASSESSMENT			
Proposal#:	W2-0111-16a	**Date:** 01-21-16	
Client:	City of Arlington Fleet Services		
Contact:	Mr. Tom Jelley	**Title:** Owner	
Address:	1015 West Main Street	**City/State/Zip:**	Arlington, TX
Phone:	817-459-5451	**Email:**	
Subject Property:	City of Arlington Fleet Services		
Site Address:	1015 West Main Street	**City/State/Zip:**	Arlington, Texas 76013
Facility ID#:	43864	**LPST ID#:**	118650 (Former)

COST ESTIMATION			
	TASK 1- Observation/Recovery Well Installation	**$**	**13,528.59**
	TASK 2- Additional Phase II Assessment Activities	**$**	**26,994.69**
	TASK 3- Quarterly Sampling Events (2 Year - 8 Events)	**$**	**49,129.75**
	Project Total	**$**	**89,653.03**

SCOPE OF WORK - TASK 1 - OBSERVATION/RECOVERY WELL INSTALLATION

At the request of Tom Jelley, W. Two Plus, Inc. (W2) has prepared the following proposal. The purpose of this proposed Scope of Work is to install recovery/observation wells to further investigate and remove PSH observed in the former tankfield. W2 proposes to perform the following.

Proposed Recovery/Observation Wells	Soil Borings	Approximate Depth (ft)	Soil Samples per Soil Boring	Soil Analysis
	OW-1 to OW-5	15	0	None
	Total: 5		**Total: 0**	

The Observation Wells (OWs) will be advanced to the maximum depth identified above, observed native soils or refusal, whichever occurs first. The OWs will be completed with 4" diameter 0.010-inch slotted PVC screen and PVC riser if needed. If needed, the annular space of the MWs will be filled with a sand pack filter to 2' above the top of the screen. The remainder of the annular space will be capped with hydrated bentonite and concrete. The OWs will feature locking well caps, 2' x 2' concrete pads and 8" bolt down vaults. No well development, groundwater sampling, or surveying are proposed for the observation wells. The wells are only intended for observation and recovery of PSH.

Deliverables			
	Reporting Type:	Field Activity Report (FAR)	
	Electronic Copy	☐Yes ☒ No	
	Hard Copies	☒Yes* ☐No	Number of Hard Copies: 3 - TCEQ/RP/W2
	Laboratory Rush	☐Yes ☒No	*If Yes Extra Fees Apply **No laboratory analysis proposed.**

W2 anticipates that field work will commence within 1 to 2 weeks of the Client's approval of this proposal. The field work is expected to take 1-2 days. A Field Activity Report (FAR) will be submitted to the TCEQ documenting the installation of the Observation Wells. No laboratory analysis is proposed for Task 1.

SCOPE OF WORK - TASK 2 - ADDITIONAL PHASE II ESA-LSI ACTIVITIES

At the request of Tom Jelley, W2 has prepared the following proposal. The purpose of the Task 2 Scope of Work is to further assess groundwater impacts associated with the confirmed hydrocarbon release from the subject property. W2 recommends the installation of five additional monitoring wells to further delineate the dissolved phase hydrocarbon plume, establish a groundwater gradient direction and possible PSH recovery efforts. W2 proposes to install the following soil borings/monitoring wells and perform the analyses listed below. See site map for well locations.

Proposed Soil Borings / Monitoring Wells	Soil Borings	Approximate Depth (ft)	Soil Samples per Soil Boring	Soil Analysis
	MW-9 to MW-13	25	3	BTEX/MTBE/TPH/PAH
	Total: 5		**Total: 15**	5035/8260B/TX1005/8270SIM

The soil borings will be advanced to a maximum depth identified above, first encountered groundwater, or refusal, whichever occurs first. Two of the soil boring/monitoring well locations will be located off-site south of the subject property and Main Street. The remaining wells will be located on the subject property. See attached site map for well locations. The MWs will be completed with 2" diameter 0.010-inch slotted PVC screen and PVC riser. The annular space of the MWs will be filled with a sand pack filter to 2' above the top of the screen and capped with hydrated bentonite and concrete. The MWs will feature locking well caps, 2' x 2' concrete pads and 8" bolt down vaults. Prior to collecting groundwater samples, the MWs will be properly purged and developed.

Task 2 - Deliverables			
	Reporting Type:	Assessment Report Form (ARF)	
	Electronic Copy	☐Yes ☑ No	
	Hard Copies	☑Yes* ☐No	Number of Hard Copies:3 - TCEQ/W2/RP
	Laboratory Rush	☐Yes ☑No	*If Yes Extra Fees Apply

W2 proposes to provide an ARF to the Client within 3-4 weeks following the installation of the proposed groundwater monitoring wells. W2 anticipates that field work will commence within 1 to 2 weeks of the Client's approval of this proposal. The field work is expected to take 1-2 days. This proposal assumes laboratory analysis will be completed based on standard 5-10 day turn-around time basis

W. Two Plus, Inc.

SCOPE OF WORK - TASK 3 - QUARTERLY GROUNDWATER MONITORING (2 YEAR-8 EVENTS)				
The purpose of the proposed Task 3 Scope of Work is to assess plume stability. W2 proposes to monitor groundwater for eight quarterly groundwater monitoring events as outlined below.				
Qtrly Groundwater Monitoring (8 Events)	**Monitoring Wells**	**Total #Samples**	**Well Diameter**	**Groundwater Analysis**
	MW-5 to MW-13	9/Event	2 & 4- Inch	BTEX/MTBE/TPH/PAH
	Total: 9	**Total: 72**		8260B/TX1005/8270SIM
Assuming sufficient groundwater is present and no LNAPL is observed, groundwater samples will be collected in conformance with the United States Environmental Protection Agency's (EPA) Ground-Water Sampling Guidelines for Superfund and RCRA Project Managers (Low-Flow Groundwater Sampling Procedures). If low flow sampling is not achievable, a grab sample will be collected and submitted for analysis.				
Task 3 - Deliverables	Reporting Type:	Annual Groundwater Monitoring Report (GMR)		
	Electronic Copy	☐Yes ☑ No		
	Hard Copies	☑Yes* ☐No	Number of Hard Copies:3 - TCEQ/W2/RP	
	Laboratory Rush	☐Yes ☑No	*If Yes Extra Fees Apply	
W2 proposes to provide an annual GMR to the Client within 3-4 weeks following the final quarterly groundwater monitoring event. W2 anticipates that field work will commence within 1 to 2 weeks of the Client's approval of this proposal. The field work is expected to take 1 day per quarterly event. This proposal assumes laboratory analysis will be completed based on standard 5-10 day turn-around time basis.				

Limitations:

* Any investigation derived waste (IDW) including soil cuttings and development and purge water will be placed in a United States Department of Transportation (DOT) approved 55-gallon steel drums for subsequent disposal. Due to variable IDW costs, pending analytical results, fees for waste disposal (if required) have been estimated (see attached Cost Itemization - Potential Additional Costs). The actual cost estimate will vary based upon the receipt of the laboratory analysis. Additionally, all IDW waste generated during assessment activities will be stored on-site pending disposal.

* The Scope of Work contained in this proposal is not intended to fully characterize or delineate the extent of possible environmental impacts beneath the subject property. Additional site assessment and regulatory reporting may be necessary and would be completed based on subsequent proposals.

* The laboratory analytical protocol contained in this proposal is not intended to be exhaustive. It is possible that other constituents of concern may be present at the subject property. The proposed analytical protocol is intended to provide a general assessment of the most likely constituents present at the subject property.

Staff Report

Authorize the Request for Proposal (RFP) Procurement Method for Food and Beverage Services for Convention Center, Bid Project 16-0101	
City Council Meeting Date: 3-22-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Request for Proposal (RFP) procurement method for food and beverage service for Convention Center.

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 existing contract for food and beverage services with Culinaire International, Inc., of Dallas, Texas, expires on September 30, 2016. The contract provides catering, concession, and beverage services for trade shows, banquets, conventions and other various events hosted at the facility.

Upon City Council approval, an RFP will be issued to solicit responses from various firms experienced with providing food and beverage related services. City staff has determined that soliciting the food and beverage contract using the RFP method will be in the best interest of, and best value to 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)

Mark Wisness, Director	Will Velasco, CPPB	Mike Finley
Convention Center	Purchasing Agent	Director of Finance
817-459-5000	817-459-6302	817-459-6345
Mark.Wisness@arlingtontx.gov	Will.Velasco@arlingtontx.gov	Mike.Finley@arlingtontx.gov

Resolution No. _____

A resolution authorizing the competitive sealed proposal (Request for Proposal) procurement method for food and beverage services for the Convention Center

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 food and beverage 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 food and beverage services for the Convention Center, 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

Construction Manager at Risk Authorization for Fire Station No. 12; Project No. CMFD15001	
City Council Meeting Date: 03-22-16	Document Being Considered: Resolution

RECOMMENDATION

Authorize the use of the Construction Manager at Risk service delivery method of construction to build a new addition and to remodel the existing facility for Fire Station 12.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

The Construction Manager at Risk delivery method of facility construction is authorized under Section 2269.251, CONTRACTS FOR FACILITIES: CONSTRUCTION MANAGER-AT-RISK, of the Texas Government Code. Selection of a Construction Manager prior to completion of the final design documents allows for value engineering and constructability reviews throughout the design process, thus reducing the likelihood of design errors and costly change orders during construction. It does not eliminate the requirement for competitive bidding, but allows for bidding by each type of work rather than a single bid for the entire project. This method has proven to result in lower overall project cost and less time for project completion.

This method of project delivery was proposed by Construction Management and the Fire Department.

FINANCIAL IMPACT

There is no financial impact associated with this action. Staff will return to City Council with a contract that will identify pre-construction services and construction costs for this project.

ADDITIONAL INFORMATION

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

STAFF CONTACT(S)

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Jim Self
Assistant Chief/Fire Administration
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Resolution No. _____

A resolution authorizing the Construction Manager at Risk service delivery method of construction to build a new addition and remodel the existing facility for Fire Station 12

WHEREAS, Chapter 2269 of the Texas Government Code authorizes municipalities to use certain alternative project delivery methods, including Construction Manager at Risk, when entering into a contract for the construction of a facility; and

WHEREAS, Section 2269.056 of the Texas Government Code requires that a governing body that is considering a construction contract using a method specified under Chapter 2269 other than competitive bidding to determine, prior to advertising the project, which method provides the best value for the municipality; and

WHEREAS, the Construction Manager at Risk delivery method is authorized under Section 2269.251 of the Texas Government Code for the construction of facilities and improvements to real property; and

WHEREAS, selection of a Construction Manager prior to completion of the final design documents allows for value engineering and constructability reviews throughout the design process, thus reducing the likelihood of design errors and costly change orders during construction; and

WHEREAS, it does not eliminate the requirement for competitive bidding, but allows for bidding by each type of work rather than a single bid for the entire project; and

WHEREAS, this method has proven to result in lower overall project cost and more timely project completion; NOW THEREFORE

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

I.

That the City Council hereby finds that the Construction Manager at Risk method of construction provides the best value for the City relative to building a new addition and remodel of the existing facility for Fire Station 12, 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

Specific Use Permit SUP15-9 (Imperial Tattoo and Art Gallery)	
City Council Meeting Date: 3-22-16	Document Being Considered: Ordinance

RECOMMENDATION
Following the public hearing, consider Specific Use Permit SUP15-9.

PRIOR BOARD OR COUNCIL ACTION
On February 17, 2016, the Planning and Zoning Commission recommended approval of SUP15-9 by a vote of 7-2-0.

ANALYSIS
Request - The applicant requests approval of a Specific Use Permit (SUP) for a tattoo parlor addressed at 6407 South Cooper Street, Suite 135B, and generally located south of Hardisty Drive and east of South Cooper Street. The property is zoned Community Commercial (CC).

Tattoo parlors are permitted by right in the General Commercial (GC), Light Industrial (LI) and Industrial Manufacturing (IM) zoning districts. However, a SUP approval is required for a tattoo parlor use in the (CC) zoning district. A SUP provides a means to develop certain uses on a property while ensuring that the use is compatible with adjacent property 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 including landscaping and signage.

Site Information - The proposed tattoo parlor will be located in suite 135B, a 1,940-square-foot tenant space in the existing 21,000-square-foot multi-tenant building. The 8.161 acre site was originally developed in 2007 with four separate buildings (6401, 6407, 6501, and 6507 South Cooper Street) consisting of a total of 29 lease spaces. The site includes retail, restaurant, and personal services uses such as; Sarah's Secret, Rio Mambo, and Urgent Care. Access to the site is via Hardisty Drive to the north and South Cooper Street to the west.

Surrounding Land Uses - Property to the north is also zoned CC and developed as a drive-through restaurant. Property across the street to the west is zoned CC, General Commercial (GC), Residential Estate (RE), and Neighborhood Commercial (NC) and is developed as a veterinary clinic, commercial uses, and a park. The property to the south is zoned Industrial Manufacturing (IM) and is undeveloped. East of the site is zoned Residential Single-family-7.2 (RS-7.2) and is developed with single-family homes.

Sector Plan Conformity – Because of the residential adjacency to the subject site, there is potential that the addition of the proposed use at this location would have a negative effect on the area, due to the hours of operation for this use.

This request for an SUP is in potential conflict with the Comprehensive Plan, if stipulations are not included to preserve the residential character of the adjacent neighborhood.

FINANCIAL IMPACT
None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibits A and B Case Information with P&Z Summary Site Plan (2 pages)
Under separate cover:	None
Available in the City Secretary's office:	None

STAFF CONTACTS

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Kevin Charles
Senior Planner
Community Development and Planning
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Kevin.Charles@arlingtontx.gov

Ordinance No. _____

An ordinance adopting Specific Use Permit SUP15-9 for a Tattoo Parlor on certain property known as Suite 135B, 6407 South Cooper Street zoned Community Commercial (CC); amending the Zoning District Map accordingly; 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 SUP15-9 on February 17, 2016;

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 Tattoo Parlor is hereby granted for the property known as Suite 135B, 6407 South Cooper Street, 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 22nd day of March, 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 _____

SUP15-9

EXHIBIT "A"

BEING a 1,940 contiguous square foot portion of the retail building located at 6407 South Cooper Street, said portion being identified commonly at Suite 135B; and being located on approximately 8.161 acres of land with frontage on South Cooper Street, which is commonly known as Lot 1, Block 1, Cooper Hardisty Addition, an addition to the City of Arlington, Texas;

AND the same overall parcel of land being generally located south Hardisty Drive and east of South Cooper Street with the approximate address being 6407 South Cooper Street.

SUP15-9

EXHIBIT "B"

1. The zoning of the parcel addressed at 6407 South Cooper Street site is Community Commercial (CC) with a Specific Use Permit (SUP) for a Tattoo Parlor restricted to Suite 135B.

2. The portion of the building, Suite 135B, shall not exceed 1,940 contiguous square feet.

3. The hours of operation shall be restricted to no later than 10:00 p.m. Sunday through Thursday, and 12:00 a.m. on weekends (Friday and Saturday nights).

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: Imperial Tattoo and Art Gallery, represented by Connie Rinehart

Property Owner: Cooks White Limited Partnership

Sector Plan: Southeast

Council District: 2

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Lot 9A1R, of the A. Stephens Addition.

There have been no previous zoning cases in the general vicinity in the last five years.

Transportation: The proposed development has two points of access.

Thoroughfare	Existing	Proposed
Hardisty Drive	60-foot; 2-lane undivided minor collector	60-foot; 2-lane undivided minor collector
South Cooper Street	130-foot, 6 lane divided, arterial	130-foot, 6 lane divided, arterial

Traffic Impact: The zoning change will have no significant impact to the adjacent roadway system.

Water & Sewer: Water is available from a 12-inch water line in South Cooper St. Sanitary Sewer is available from an 8-inch sanitary sewer line in South Cooper St.

Drainage: The site is located within the Rush Creek drainage basin. No portion of the site is located in a floodplain. No significant drainage impacts are expected to result from development of this site as long as the site complies with relevant city ordinances.

Fire: Fire Station Number 15, located at 906 Eden Road, provides protection to this site. The estimated fire response time is five minutes, which is in keeping with recommended standards.

School District: This property is located in the Arlington Independent School District (AISD) and shall have 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 Association Forest Hills Home Owners Association Northern Arlington Ambience WeCan (West Citizen Action Network) Arlington Independent School District Fannin Farm Home Owners Association Fannin Farms West Association, Inc.
Property Owners:	47
Letters of Support:	0
Letter of Opposition:	0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: February 17, 2016

Specific Use Permit SUP15-9 (Imperial Tattoo and Art Gallery - 6407 South Cooper Street)

Application requesting approval of an SUP for a tattoo parlor in a 1,940 SF Suite 135B of parcel zoned Community Commercial (CC); generally located south of Hardisty Drive and east of South Cooper Street.

Present to speak in support of this case was Alonzo Gonzales, 821 Natchez Avenue, Bedford, 76022.

Commissioner Croxton moved to Approve Specific Use Permit SUP15-9. Seconded by Commissioner Smith III, the motion was approved by a vote of 7-2-0.

Ayes: Croxton, Reilly, McCurdy, Fowler, Myers, R. Smith, & Smith III
Nays: McAlister & Talambas
Abstain: None

APPROVED

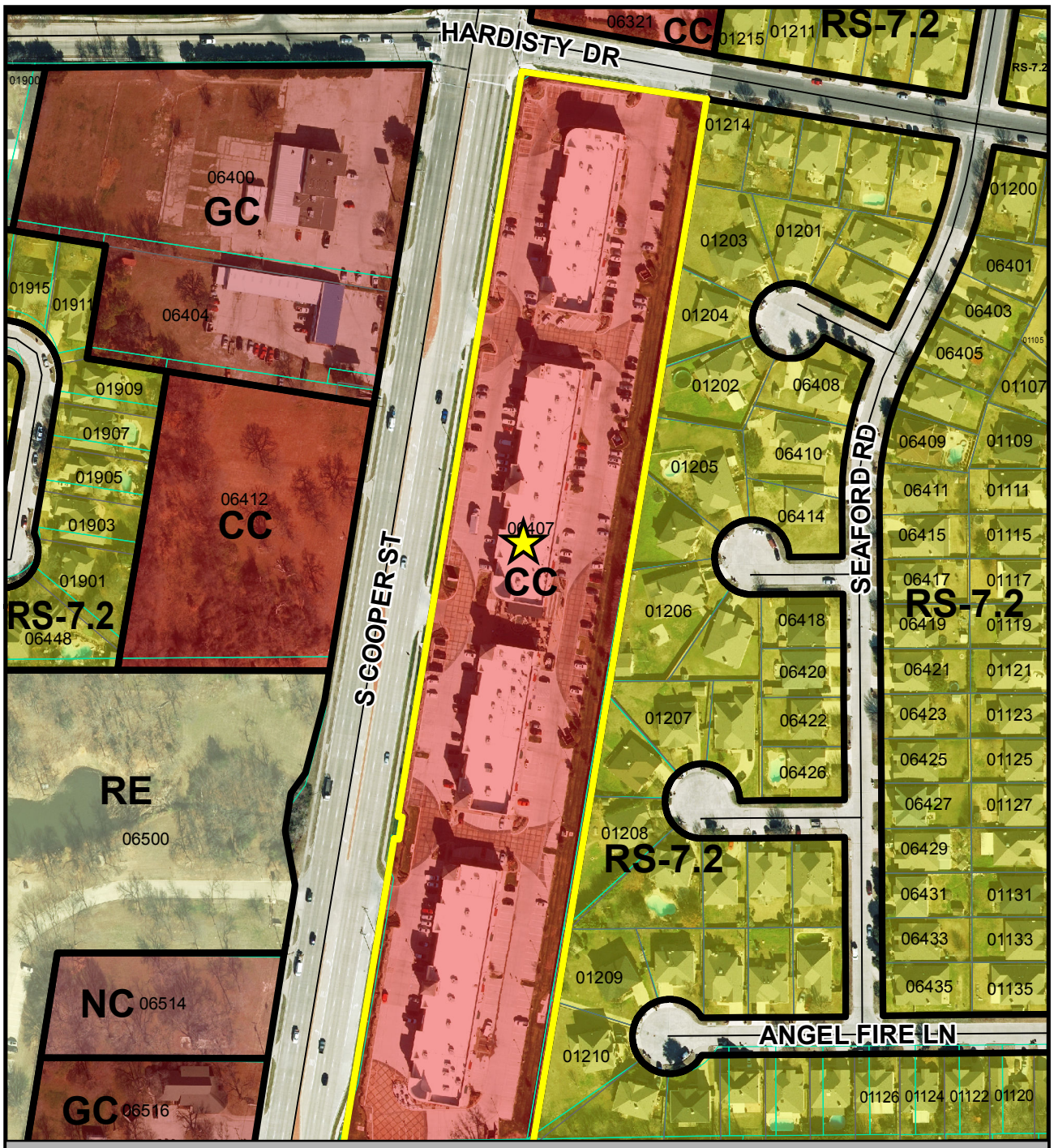
Itemized Allowable Uses

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.



SUP15-9

SPECIFIC USE PERMIT FOR A TATTOO PARLOR

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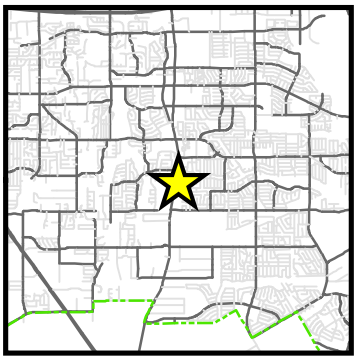


Prepared: 2-10-2016

SUP15-9

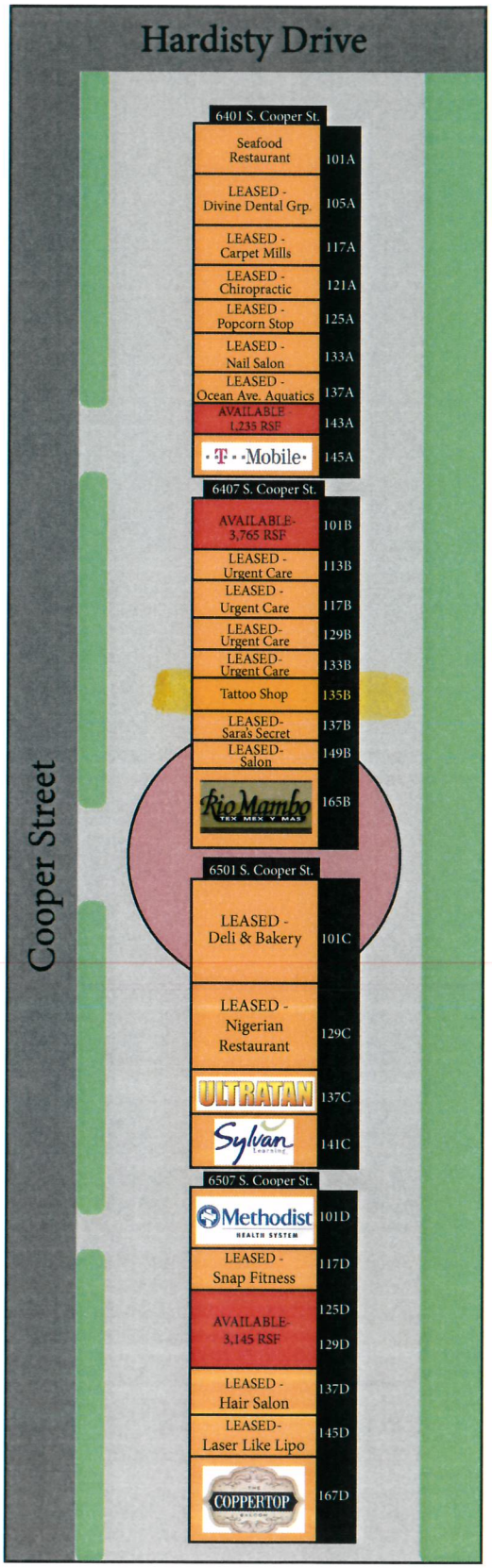
South of Hardisty Drive and east South Cooper Street

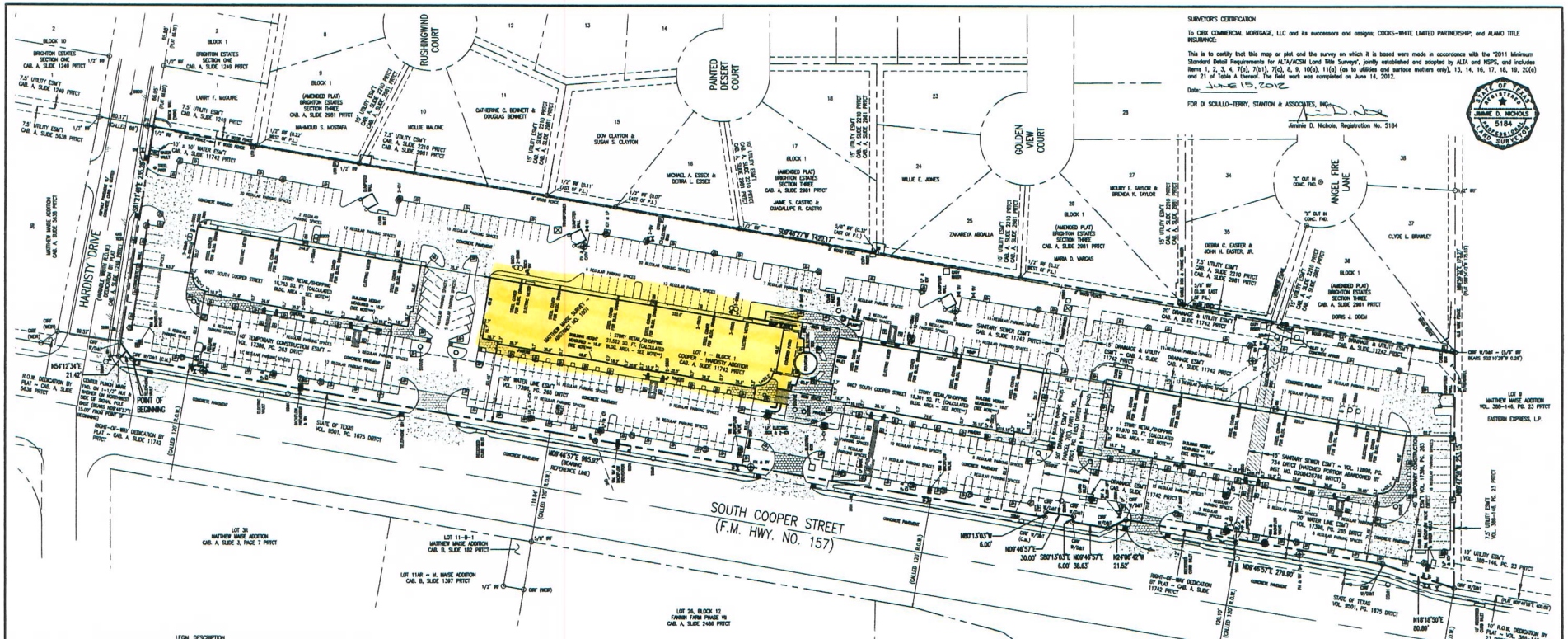
View of the adjacent development to the east from South Cooper Street.

View south along South Cooper Street.

View north along South Cooper Street.

View west, looking at the undeveloped site across South Cooper Street.


Hardisty Drive
Cooper Street
6401 S. Cooper St.
Seafood Restaurant 101A
LEASED - Divine Dental Grp. 105A
LEASED - Carpet Mills 117A
LEASED - Chiropractic 121A
LEASED - Popcorn Stop 125A
LEASED - Nail Salon 133A
LEASED - Ocean Ave. Aquatics 137A
AVAILABLE - 1,235 RSF 143A
T-Mobile 145A
6407 S. Cooper St.
AVAILABLE- 3,765 RSF 101B
LEASED - Urgent Care 113B
LEASED - Urgent Care 117B
LEASED- Urgent Care 129B
LEASED- Urgent Care 133B
Tattoo Shop 135B
LEASED- Sara's Secret 137B
LEASED- Salon 149B
Rio Mambo TEX MEX Y MAS 165B
6501 S. Cooper St.
LEASED - Deli & Bakery 101C
LEASED - Nigerian Restaurant 129C
ULTRATAN 137C
Sylvan Learning 141C
6507 S. Cooper St.
Methodist HEALTH SYSTEM 101D
LEASED - Snap Fitness 117D
AVAILABLE- 3,145 RSF 125D 129D
LEASED - Hair Salon 137D
LEASED- Laser Like Lipo 145D
THE COPPERTOP BAKERY 167D



SURVEYOR'S CERTIFICATION

To CBX COMMERCIAL MORTGAGE, LLC and its successors and assigns; COOKS-WHITE LIMITED PARTNERSHIP; and ALAMO TITLE INSURANCE:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 7(b1), 7(c), 8, 9, 10(a), 11(a) (as to utilities and surface matters only), 13, 14, 16, 17, 18, 19, 20(a) and 21 of Table A thereof. The field work was completed on June 14, 2012.

Date: JUNE 15, 2012

FOR DI SCIULLO-TERRY, STANTON & ASSOCIATES, INC.

Jimmie D. Nichols, Registration No. 5184

LEGAL DESCRIPTION

BEING that certain lot, tract, or parcel of land located in the Matthew Maise Survey, Abstract No. 1001, in the City of Arlington, Tarrant County, Texas, and being all of Lot 1, Block 1, of the Cooper-Hardisty Addition, an addition to the City of Arlington according to Minor Plat recorded in Cabinet A, Slide 11742, of the Plat Records of Tarrant County, Texas (PRTCT), and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "DiSciullo & Terry" found, said iron rod being located at the south end of a corner clip located at the intersection of the east right-of-way line of South Cooper Street (F.M. Highway No. 157 – called 120 foot R.O.W. at this point) and the south right-of-way line of Hardisty Drive (variable width R.O.W.), from which a center punch mark found on a 1-1/2 inch nut and washer located on the northwest side of a signal pole base bears North 09°46'57" East, a distance of 15.00 feet;

THENCE North 54°12'34" East, with said corner clip, a distance of 21.42 feet to a 1/2 inch iron rod with plastic cap stamped "DiSciullo & Terry" found for corner;

THENCE South 01°21'48" East, with said south right-of-way line of Hardisty Drive, dedicated according to plat of Brighton Estates – Section One, an addition to the City of Arlington recorded in Cabinet A, Slide 1249, PRTCT, a distance of 235.28 feet to a 1/2 inch iron rod found for corner, said iron rod being the northwest corner of Lot 1, Block 1, of said Brighton Estates – Section One;

THENCE South 09°46'27" West, leaving the south right-of-way line of Hardisty Drive and with the west line of Brighton Estates – Section One and the west line of the Amended Plat of Brighton Estates – Section Three, an addition to the City of Arlington recorded in Cabinet A, Slide 2981, PRTCT, a distance of 1430.17 feet to a 1/2 inch iron rod with plastic yellow cap stamped "DiSciullo & Terry" found for corner from which a 5/8 inch iron rod found bears South 02°10'28" West, a distance of 0.26 feet, said 1/2 inch iron rod being located on the north line of Lot 9 of the Matthew Maise Addition, an addition to the City of Arlington recorded in Volume 388-146, Page 23, PRTCT;

THENCE North 89°47'59" West, with said north line of Lot 9 of the Matthew Maise Addition, a distance of 253.15 feet to a 1/2 inch iron rod with plastic yellow cap stamped "DiSciullo & Terry" found for corner, said iron rod being located on the aforementioned east right-of-way line of South Cooper Street, and being the south corner of a right-of-way dedication for said South Cooper Street according to the aforementioned plat recorded in Cabinet A, Slide 11742, PRTCT;

THENCE North 18°18'50" East, with said east right-of-way line of South Cooper Street as dedicated by Cabinet A, Slide 11742, PRTCT, a distance of 80.89 feet to a 1/2 inch iron rod with plastic yellow cap stamped "DiSciullo & Terry" found for corner;

THENCE North 09°46'57" East, continuing with said east right-of-way line of South Cooper Street, a distance of 279.80 feet to a 1/2 inch iron rod with plastic yellow cap stamped "DiSciullo & Terry" found for corner;

THENCE North 24°08'42" West, continuing with said east right-of-way line of South Cooper Street, a distance of 21.52 feet to a 1/2 inch iron rod with plastic yellow cap stamped "DiSciullo & Terry" found for corner, said iron rod being located on the east line of a right-of-way dedication by deed to the State of Texas recorded in Volume 9501, Page 1675, of the Deed Records of Tarrant County, Texas (DRTCT);

THENCE North 09°46'57" East, with said east right-of-way line of South Cooper Street as dedicated by deed recorded in Volume 9501, Page 1675, DRTCT, a distance of 38.63 feet to a 1/2 inch iron rod with plastic yellow cap stamped "DiSciullo & Terry" found for corner;

THENCE South 80°13'03" East, continuing with the east right-of-way line of South Cooper Street, a distance of 6.00 feet to a 1/2 inch iron rod with plastic yellow cap stamped "DiSciullo & Terry" found for corner;

THENCE North 09°46'57" East, continuing with the east right-of-way line of South Cooper Street, a distance of 30.00 feet to a 1/2 inch iron rod with plastic yellow cap stamped "DiSciullo & Terry" found for corner;

THENCE North 80°13'03" West, continuing with the east right-of-way line of South Cooper Street, a distance of 6.00 feet to a 1/2 inch iron rod with plastic yellow cap stamped "DiSciullo & Terry" found for corner;

THENCE North 09°46'57" East, continuing with the east right-of-way line of South Cooper Street, a distance of 995.92 feet to the POINT OF BEGINNING of herein described tract, containing a calculated area of 355,508 square feet, or 8.161 acres of land.

NOTES:

The bearings shown and recited hereon are referenced to the monumented most northerly west line of Lot 1, Block 1, Cooper-Hardisty Addition, recorded in Cabinet A, Slide 11742, PRTCT (N09°46'57"E).

Title Commitment for this survey provided by Alamo Title Insurance ~ GF No. ATX00003036556 ~ Effective Date May 24, 2012 ~ Issue Date June 8, 2012. Easements listed in Schedule B of commitment affecting this survey are addressed as follows ~

Schedule B ~ Item 1 ~ Subject property is referenced (by blanket description) as part of restricted property in Restrictive Covenant Agreement recorded in Volume 14269, Page 380, DRTCT, and referenced (by blanket description) in Mutual Covenant to Maintain Private Water Lines recorded in Instrument No. D207179903, DRTCT.

Schedule B ~ Item 10 e. ~ Utility Easement recorded in Volume 12898, Page 734, DRTCT, and as shown on plat recorded in Cabinet A, Slide 11742, PRTCT, is located on subject property, and is shown plotted hereon. This easement has been partially abandoned by Instrument No. D208426766, DRTCT, as shown plotted hereon (hatched portion).

Schedule B ~ Item 10 f. ~ Temporary Construction Easement recorded in Volume 17396, Page 263, DRTCT, and as shown on plat recorded in Cabinet A, Slide 11742, PRTCT, is located on subject property, and is shown plotted hereon.

Schedule B ~ Item 10 g. ~ Water Line Easement recorded in Volume 17396, Page 265, DRTCT, and as shown on plat recorded in Cabinet A, Slide 11742, PRTCT, is located on subject property, and is shown plotted hereon.

Schedule B ~ Item 10 h. ~ Drainage Easement recorded in Volume 9501, Page 1653, DRTCT, and as shown on plat recorded in Cabinet A, Slide 11742, PRTCT, is located on subject property, and is shown plotted hereon.

Schedule B ~ Item 10 i. ~ The location shown and described by schematic and general dimensions on Exhibit "A" of Oncor Electric Delivery Company LLC Easement recorded in Instrument No. D208040356, DRTCT, is too ambiguous to show hereon. The easement calls for a general 10' Easement with 15' x 15' Easements around transformers. The easement and right-of-way lines are called to apply to the actual location of the constructed lines.

Schedule B ~ Item 12 j. ~ Warranty Deed recorded in Instrument No. D207020676, DRTCT, describes subject property.

Schedule B ~ Item 12 k. ~ The following Easements and Right-of-Way Dedications as shown on Plat recorded in Cabinet A, Slide 11742, PRTCT, are shown plotted hereon:

Variable width Sanitary Sewer Easement across subject property;

10' and 15' Drainage Easements across subject property;

15' and 20' Drainage and Utility Easements along east side of subject property;

Variable width Right-of-Way Dedication along southwest corner of subject property and corner clip Right-of-Way Dedication at northwest corner of subject property;

10' x 10' Water Easement near northwest corner of subject property;

Plat and deed calls shown recited hereon are referenced to previously filed recorded plats and deeds for subject and adjoining properties.

** Building areas shown hereon were calculated referencing ground level foundation measurements.

*** Building height measurements were taken at locations shown hereon (they do not represent the highest point of buildings).

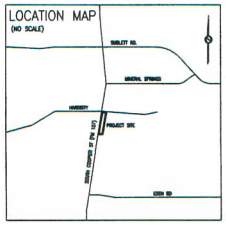
Property lies within Zone X (Areas determined to be outside the 0.2% annual chance floodplain), according to Federal Emergency Management Agency Flood Insurance Rate Map No. 48439C0345K ~ Effective Date September 25, 2009, for Tarrant County, Texas and Incorporated Areas.

LEGEND

IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
IRS	1/2" IRON ROD SET
IPF	IRON PIPE FOUND
DAT	"DISCIULLO AND TERRY" PLASTIC CAP
ESMT	EASEMENT
PRTCT	PLAT RECORDS OF TARRANT COUNTY, TEXAS
DRTCT	DEED RECORDS OF TARRANT COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
CM	CONTROL MONUMENT
GM	GAS MANHOLE
GM	GAS METER/MARKER (GM)
WM	WATER METER (WM)
LP	LIGHT POLE (LP)
W	GROUND LIGHT (GL)
PP	POWER POLE (PP)
UTR	UNDERGROUND TELEPHONE RISER/MARKER (UTR)/(UTM)
UFOM	UNDERGROUND FIBRE OPTIC MARKER (UFOM)
MH	MANHOLE (MH)
SSMH	SANITARY SEWER MANHOLE (SSMH)
SSCO	SANITARY SEWER CLEANOUT (SSCO)
WV	WATER VALVE (WV)
FH	FIRE HYDRANT (FH)
ICV	IRRIGATION CONTROL VALVE (ICV)
SIGN	SIGN
AC	AIR CONDITIONING PAD
OHE	OVERHEAD ELECTRIC LINE
OHT	OVERHEAD TELEPHONE LINE
CATV	CABLE TELEVISION
CABL	CABINET
P.L.	PROPERTY LINE
BLDG.	BUILDING
B.L.	BUILDING LINE
N.T.	NON-TANGENT
B-B	BACK OF CURB TO BACK OF CURB
RCP	REINFORCED CONCRETE PIPE
B.C.	BACK OF CURB
HC	HANDICAPPED PARKING SPACE (MARKED)

PARKING SUMMARY	
446	REGULAR PARKING SPACES
14	HANDICAPPED PARKING SPACES

LOCATION MAP (NO SCALE)



0 25 50 100 150

Graphic Scale In Feet

ALTA/ACSM LAND TITLE SURVEY

LOT 1 – BLOCK 1
COOPER–HARDISTY ADDITION

8.161 ACRE TRACT

BEING LOT 1 – BLOCK 1, COOPER-HARDISTY ADDITION, AN ADDITION TO THE CITY OF ARLINGTON RECORDED IN CABINET A, SLIDE 11742, OF THE PLAT RECORDS OF TARRANT COUNTY, TEXAS

BEING PART OF THE MATTHEW MAISE SURVEY, ABSTRACT NO. 1001

ARLINGTON, TARRANT COUNTY, TEXAS

DATE: JUNE 2012 SCALE: 1"=50' FILE: COOPER-HARDISTY ALTA 2012 SURVEY

DI SCIULLO–TERRY, STANTON & ASSOCIATES, INC.
ENGINEERING AND SURVEYING
FIRM #615 ESTABLISHED, 1953
401-A WEST ABRAM STREET * P.O. BOX 506
ARLINGTON, TEXAS 76010 * 817-275-3361

SURVEYED ON THE GROUND DURING JUNE 2012

©DISCIULLO–TERRY, STANTON & ASSOCIATES, INC. 2012

Staff Report

Zoning Case PD15-11 (Kroger Expansion and Fueling Center)	
City Council Meeting Date: 3-22-16	Document Being Considered: Ordinance

RECOMMENDATION
Following the public hearing, consider Zoning Case PD15-11 with a Development Plan.

PRIOR BOARD OR COUNCIL ACTION
On January 20, 2016, the Planning and Zoning Commission approved the replat for J.M. Henderson Addition by a vote of 8-0-0.

On February 17, 2016, the Planning and Zoning Commission approved the Planned Development with stipulations by a vote of 8-1-0. The stipulations are as follows:

1. Place a sign referencing the private access easement as a private drive
2. Place a sign on the private access easement that references no truck traffic
3. Add articulation and design features on the north elevation along the first third of the wall

ANALYSIS
Request
The applicant requests to change the zoning on approximately 13.804 acres addressed at 945 West Lamar Boulevard; generally located north of West Lamar Boulevard and west of North Cooper Street.

Current zoning: Planned Development (PD) for Residential Multi-family-22 (RMF-22) and limited Community Commercial (CC) uses, Community Commercial (CC), and Office Commercial (OC)

Requested zoning: Planned Development (PD) for limited Community Commercial (CC) uses, with a Development Plan

The subject site includes a portion of a PD that was zoned for commercial uses, which is currently developed as Kroger Grocery Store and fuel center. The remaining area of the PD had been zoned for multi-family residential uses, which is also developed and is not included in this rezoning request. The applicant is proposing to create a new PD that separates the existing commercial parcels from the residential parcel. The new PD will combine these commercial parcels with parcels immediately adjacent to the east that are zoned CC and OC and allow limited CC uses.

Adjacent Land Uses
The adjacent property to the north is zoned Residential Single Family – 7.2 (RS-7.2) and developed with detached single family homes. To the east, the property is zoned Community Commercial (CC), Office Commercial (OC), and Planned Development (PD). There is a supervised living facility developed in the adjacent PD. The OC area is undeveloped, while the CC area is developed with assorted retail uses. The property to the south across Lamar Boulevard is zoned RS-7.2 and is developed with a church. The property to the west of the PD is zoned OC and is developed with a child care facility.

Development Plan
The applicant proposes to expand the existing 69,778-square-foot Kroger store to nearly 100,000 square feet (Market Place type). On the eastern portion of the subject site, a new

fueling center is being proposed on the southern part of the undeveloped lot, while in the northern part no development is proposed at this time. There is an existing fueling center on the southern portion of the subject site that will continue to operate. The existing bank on the CC zoned parcel in the southeast portion of the subject site will be demolished and additional parking for Kroger will be added in compliance with the Unified Development Code (UDC) parking regulations.

Because the expansion will extend over the mutual access easement on the eastern side of the existing Kroger lot, the easement will be re-routed around the new store addition to continue to provide access to West Lamar Boulevard for the adjacent townhome community to the north. After the Planning and Zoning Commission meeting on February 17th, the applicant revised the drive aisles at the West Lamar Boulevard entrance to prevent vehicles from stacking in front of parking spaces and moving the side drive aisles entry point further north to create a longer stacking space leading to the traffic light at West Lamar Boulevard.

The applicant proposes to utilize the same red brick building materials and cream trim on the addition consistent with the existing store on each elevation. The columns of the new fueling center will also be red brick to match the store. After the Planning and Zoning Commission meeting on February 17th, the applicant added faux windows and trim along the north side of the building to enhance the aesthetic quality of the building facing the adjacent residential properties.

The applicant also proposes to maintain consistency with the parking lot landscaping, providing parking islands with trees and plantings similar in pattern with what exists today, which meets the criteria of the UDC. Additional street trees along West Lamar Boulevard as well as new trees planted in areas on the east side of the proposed addition are being incorporated onto the site. This is to satisfy the requirement for additional trees when provided parking is more than the required number of parking spaces. The applicant also proposes to plant trees and plantings along North Cooper Street to satisfy the requirement of the landscape setback for this street frontage. There is an existing six-foot tall, board-on-board Cedar wood fence along the north and west property lines that screens the commercial aspects of the PD from the residential area. No new fencing is proposed elsewhere on the subject site.

Comprehensive Plan Analysis
Consolidation of the existing commercially developed properties of the existing PD with commercially zoned property to the east into a single PD is appropriate and in conformance with the 2015 Comprehensive Plan, *99 Square Miles*. Extra care should be taken to ensure the uses allowed in the new PD are compatible with the surrounding multi-family development.

FINANCIAL IMPACT
None

ADDITIONAL INFORMATION

Attached:	Ordinance with Exhibit A & B Case Information with P&Z summary Development Plan (4 pages) Letter of support
Under separate cover:	None

Available in the City Secretary's office: None

STAFF CONTACTS

Gincy Thoppil, AICP
Assistant Director, Land Development
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. 16-

An ordinance changing the zoning classification on certain property known as 945 West Lamar Boulevard to Planned Development (PD) for limited Community Commercial (CC) uses, with a Development Plan; 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 providing an effective date.

WHEREAS, after notice and public hearing the Planning and Zoning Commission heard and recommended approval of Zoning Case PD15-11 on February 17, 2016; 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 945 West Lamar Boulevard, described in Exhibit A, is hereby changed to Planned Development (PD) for limited Community Commercial (CC) uses, with a Development Plan, by the approval of PD15-11, and the Zoning District Map shall be amended to reflect the zoning change made by this ordinance. Development and use of the property shall be in compliance with this ordinance and the attached Development Plan and Exhibit B.

2.

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

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 22nd day of March, 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 _____

PD15-11

EXHIBIT "A"

BEING approximately 13.804 acres of land with frontage of West Lamar Boulevard and North Cooper Street and is comm only known as Lots 59, 60R, 61R, 68 and 69, of the J.M. Henderson Addition, an addition to the City of Arlington, Texas;

AND being generally located north of West Lamar Boulevard and west of North Cooper Street, with the approximate address being 945 West Lamar Boulevard.

PD15-11

EXHIBIT "B"

1. Planned Development (PD) for limited Community Commercial (CC) uses, with a Development Plan.

2. Following are the excluded uses: Bail bond service, Cemetery, Crop production, Domestic violence shelter, Firearm sales, Food processing, Gun range, Halfway house, Hospital/psychiatric, Mortuary/crematory/funeral chapel, Night club, Pawn shop, Residence hotel, Second-hand goods store, Specialty paraphernalia sales, Tattoo parlor, Utility lines, towers or metering station, Wrecker service.

3. The mutual access easement that allows a connection from the Pebblebrook Community to the north of the store to West Lamar Boulevard south of the store will be re-routed around the store expansion to continue to provide access to this road for the community.

4. Place a sign referencing the private access easement as a private drive.

5. Place a sign on the private access easement that references no truck traffic.

6. Add articulation and design features on the north elevation along the first third of the wall.

7. Exterior building materials for the expansion will remain consistent with the existing building materials in product, color, and design. The expansion will utilize red brick and cream trim with similar horizontal and vertical articulation.

8. The parking lot landscaping for the new parking areas will be consistent with the existing parking lot by providing landscaped parking islands with a large tree and vegetative ground covering.

9. The landscaping for the site shall be installed per the attached Landscape Plan which includes additional shrubs being added along West Lamar Boulevard to screen the existing parking. There will also be street trees planted along the new street frontages along West Lamar Boulevard and North Cooper Street and additional trees added to the east side of the proposed addition to satisfy the requirement for additional trees due to parking spaces provided above the required amount.

10. Use and development of the property shall be in compliance with the Development Plan. 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: Wier & Associates, Inc. represented by Philip Graham, P.E.

Property Owner: Lamar Land Partners I, Ltd. and The Kroger Co. represented by Philip Graham, P.E.

Sector Plan: North

Council District: 1

Allowable Uses: All uses as itemized in attachment ii.

Development History: The subject site is currently platted as Lots 59, 60, 61, and 62 of the J.M. Henderson Addition and Lot 1C, Block 8R of the Green's Field Addition

Previous zoning cases in the general vicinity in the past five years include:

Case No.	Location	Request	Disposition
PD13-19 (Arlington Commons)	425, 501, and 525 East Lamar Blvd	PD for multi-family uses	Multi-family uses, maximum 60 units per acre
DP14-2 (Phase I Arlington Commons)	425 East Lamar Blvd	DP for multi-family uses	Multi-family uses, 63 units per acre

Transportation: The proposed development has three points of access. Two points of access are from West Lamar Boulevard and one point of access is from North Cooper Street.

Thoroughfare	Existing	Proposed
West Lamar Boulevard	120-foot, 4-lane divided major arterial	120-foot, 4-lane divided major arterial
North Cooper Street	110-foot, 4-lane divided major arterial	120-foot, 4-lane divided major arterial

Traffic Impact: The proposed zoning change will generate similar traffic patterns and will not significantly impact to the adjacent roadway systems.

Water & Sewer: An 8-inch water line is available along Lamar Boulevard and in the existing private drive where the future expansion is located.

A 6-inch sanitary sewer is available in the existing private drive between the bank and existing Kroger parking lot.

Drainage: The site is located within the West Fork (A)-2 drainage basin. No portion of the site is located within a FEMA designated floodplain and no significant drainage impacts are expected to result from development of this site, as long as the developer complies with all relevant City ordinances.

Fire: Fire Station Number 8, located at 2020 Madison, 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 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
AISD
Arlington Alliance for Responsible Government
Double Y Wooded Estate Addition
East Arlington Review
Far South Arlington Neighborhood Assn
Forest Hills HOA
Friends of Parkway Central Park
Highland Ridge Phase II HOA
North Meadow Park Estates Crime Watch
Northwest Arlington Newsletter
Parkway Central HOA
Rolling Hills Neighborhood Assn
Town North Neighbors Northern Arlington Ambience
WeCan (West Citizen Action Network)

Property Owners: 109
Letters of Support: 0
Letter of Opposition: 0

PLANNING AND ZONING COMMISSION SUMMARY:

Public Hearing: February 17, 2016

Zoning Case PD15-11 (Kroger Expansion and Fueling Center - 945 West Lamar Boulevard)

Case Information

Application to change the zoning on approximately 13.804 acres from Planned Development (PD) for Community Commercial (CC) uses, Community Commercial (CC), and Office Commercial (OC) to Planned Development (PD) for Community Commercial (CC) uses, with a Development Plan; generally located north of West Lamar Boulevard and west of North Cooper Street.

Present to speak in support of this case were Philip Graham, 2201 East Lamar Boulevard, 76006; Carlo Silvestri, 2201 East Lamar Boulevard, 76006; and Mike Bailey, 511 East Carpenter Freeway, Irving, 75062.

Present to speak in opposition to this case was Bob Taylor, 934 Bridges Drive, 76012.

Commissioner Ron Smith moved to Approve Zoning Case PD15-11. Seconded by Commissioner Smith III, the motion was approved by a vote of 8-1-0.

Ayes: Croxton, McAlister, McCurdy, Fowler, Myers, R. Smith, Talambas & Smith III
Nays: Reilly
Abstain: None

APPROVED

Itemized Allowable Uses

Allowable Uses:

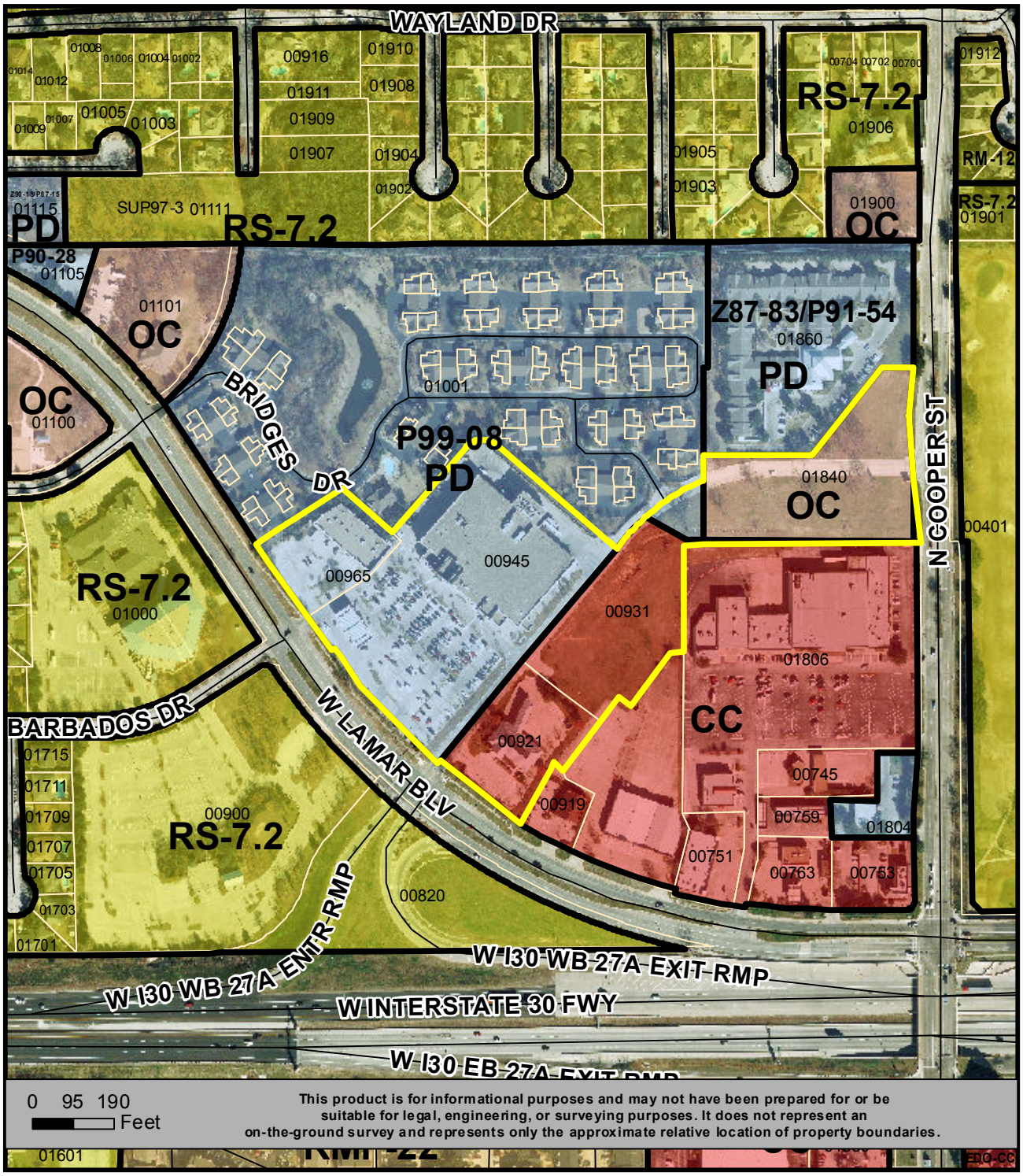
Planned Development (PD) for limited Community Commercial (CC) uses, with a Development Plan

Permitted – Nursing home, Art gallery or museum, Government administration and civic buildings, Philanthropic institution (other than listed), Religious assembly, Business school, Public or private school, University/college/seminary, Hospital, Medical or dental office or clinic, Community garden, Public park or playground, 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), Swimming pool/spa and accessory sales and service, Medical or scientific research laboratory, Electric utility substation, Radio or TV station or studio.

Specific Use Permit – Hotel/limited service, Banquet hall, Billiard parlor, Bowling alley, Bingo hall, Gun range, Night club, Recreation general outdoor (other than listed), Marina, 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, Wholesale supply business, Custom and craft work, Telecommunication Facilities Building-mounted antennae and towers, Telecommunication Facilities Towers ≤75 ft., Stealth towers ≤100 ft.

Exclusions – Domestic violence shelter, Gun range, Night club, Mortuary/crematory/funeral chapel, Cemetery, Crop production, Firearm sales, Pawn shop, Second-hand goods store, Utility lines, towers or metering station, Halfway house, Hospital/psychiatric, Residence hotel, Bail bond service, Tattoo parlor, Specialty paraphernalia sales, Wrecker service, Food processing.



LOCATION MAP
PD15-11

PLANNED DEVELOPMENT FOR COMMUNITY COMMERCIAL (CC) USES
13.804 ACRES

N
W E
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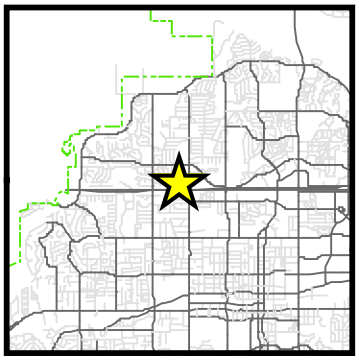


PD15-11

PD, CC, and OC to PD

North of West Lamar Boulevard and west of North Cooper Street

View of subject site. View north.

View east.

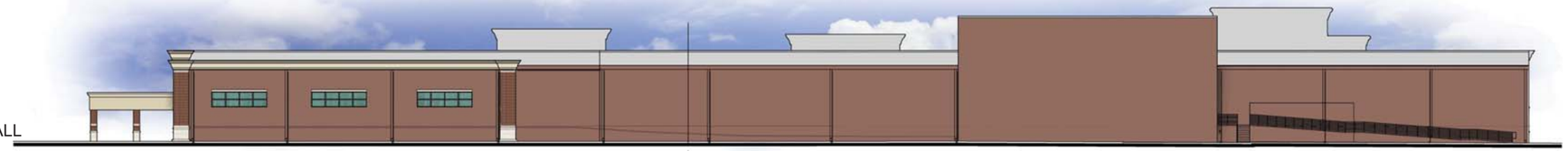
View west.

View north.

OVERALL
FRONT ELEVATION

EXISTING

EXPANSION



OVERALL
REAR ELEVATION

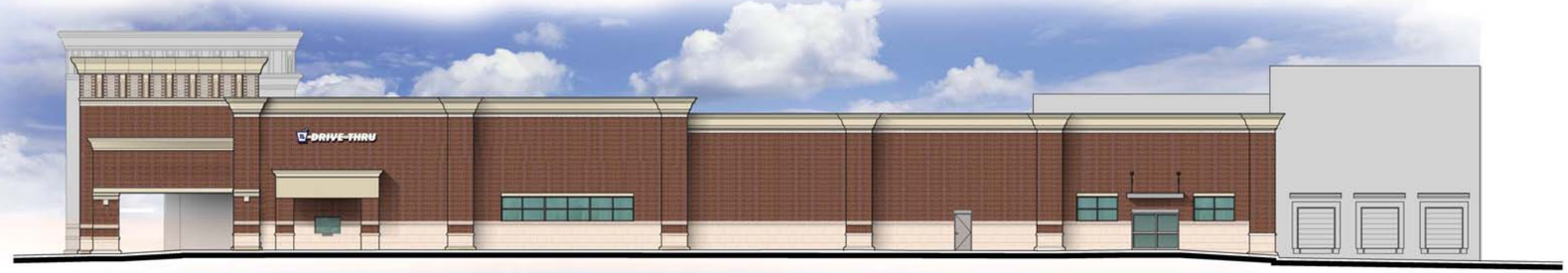
EXPANSION

EXISTING

EXPANSION
FRONT ELEVATION

EXISTING

EXPANSION



EXPANSION
EAST ELEVATION

EXPANSION
REAR ELEVATION

EXPANSION

EXISTING

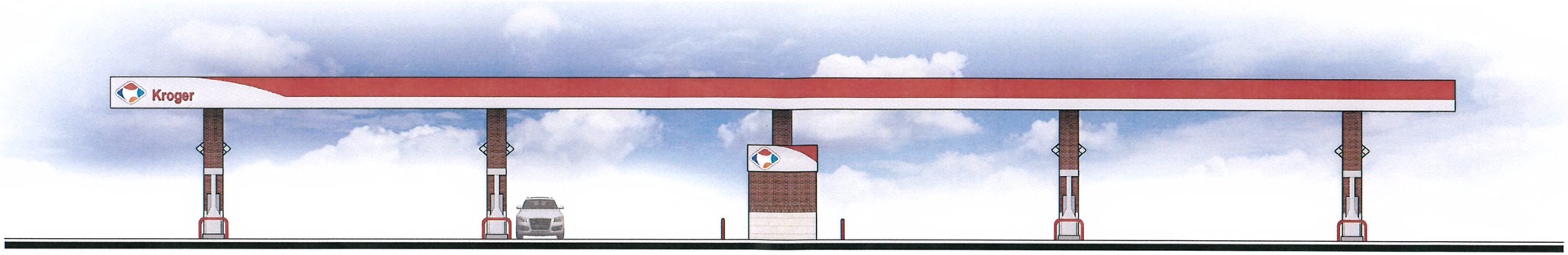
Kroger 543 Arlington, Texas

Kroger

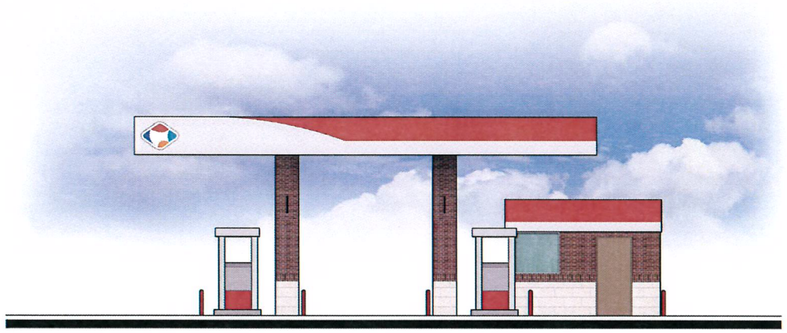
Building Expansion Elevations

Date: 03.09.2016 Scale 1/16" =1'-0"

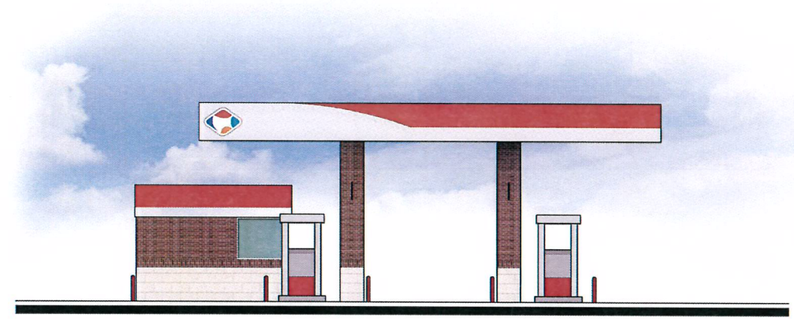
O'BRIEN ARCHITECTS



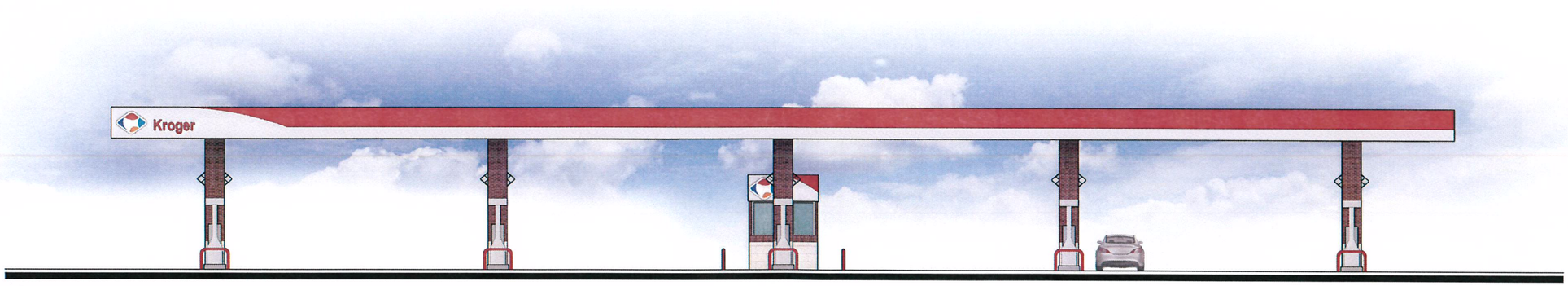
REAR ELEVATION



SIDE ELEVATION



SIDE ELEVATION



FRONT ELEVATION

Kroger 543 Arlington, Texas

Kroger

Fuel Center

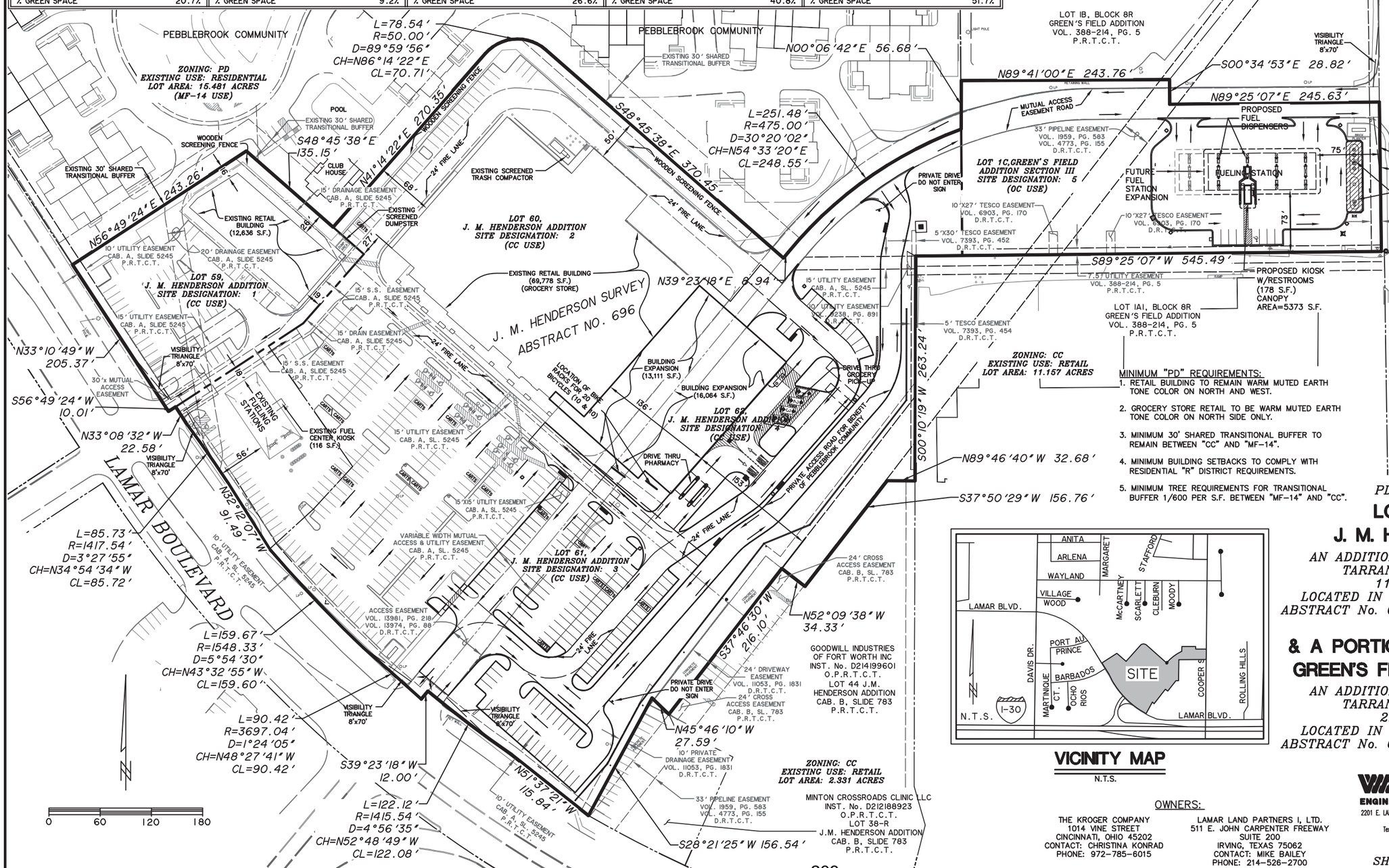
Date: 01.06.2016

O'BRIEN ARCHITECTS

SITE DATA

	1	2	3	4	5
SITE DESIGNATION	1	2	3	4	5
ZONING	PD	PD	CC	CC	OC
EXISTING USE	PERSONAL SERVICES	GROCERY	BANK	VACANT	VACANT
PROPOSED USE	PERSONAL SERVICES	GROCERY	PARKING LOT	PARKING LOT	RETAIL/FUELING STATION
LOT AREA	54,228 S.F./1.245 ACRES	269,106 S.F./6.178 ACRES	68,213 S.F./1.566 ACRES	116,850 S.F./2.683 ACRES	92,912 S.F./2.132 ACRES
EXISTING BUILDING	12,636 S.F.	69,778 S.F.	7,879 S.F.	0 S.F.	0 S.F.
EXISTING PARKING	59 SPACES	244 SPACES	27 SPACES	0 SPACES	0 SPACES
PROPOSED EXPANSION	--------	13,111 S.F.	--------	16,064 S.F.	PROPOSED KIOSK & CANOPY 5,551 S.F.
PROPOSED PARKING	0 SPACES	27 SPACES	103 SPACES	11 SPACES	8 SPACES
PROPOSED TOTAL BUILDING	12,636 S.F.	76,721 S.F.	0 S.F.	16,064 S.F.	5,551 S.F.
TOTAL PARKING	59 SPACES	271 SPACES	103 SPACES	11 SPACES	8 SPACES
EXISTING PAVEMENT	30,395 S.F.	163,827 S.F.	50,074 S.F.	53,064 S.F.	PROP. IMPERVIOUS PAVE. 44,736 S.F.
% IMPERVIOUS PAVEMENT	56.1%	60.9%	73.4%	45.4%	48.2%
EXIST. GREEN SPACE	11,201 S.F.	24,833 S.F.	18,139 S.F.	47,722 S.F.	PROP. GREEN SPACE 47,998 S.F.
% GREEN SPACE	20.7%	9.2%	26.6%	40.8%	51.7%

CARTS INDICATES SHOPPING CART CORRAL LOCATIONS



GENERAL NOTES:

1. VISIBILITY TRIANGLES SHALL BE PROVIDED AT ALL PUBLIC OR PRIVATE STREET INTERSECTIONS IN ACCORDANCE WITH CURRENT CITY ORDINANCE.
2. ALL LANDSCAPING (NOTHING OVER TWO FEET IN HEIGHT MEASURED FROM THE TOP OF CURB) WITHIN THE VISIBILITY TRIANGLES SHALL COMPLY WITH THE VISIBILITY ORDINANCE.
3. NO SECOND STORY WINDOWS OVERLOOKING THE ADJACENT RESIDENTIAL AREAS WILL BE ALLOWED ON THE SMALL RETAIL BUILDING.
4. ALL FREE STANDING SIGNS WILL BE OF A MONUMENT TYPE.
5. THE SMALL RETAIL WILL SCREEN THEIR WASTE DISPOSAL WITH A 8' MASONRY WALL AND OPAQUE GATES. THE LARGE RETAIL WILL HAVE A COMPACTOR, SCREENED WITH MASONRY WALLS THE HEIGHT OF THE CONTAINER WITH OPAQUE GATES.
6. ARCHITECTURAL STYLE FOR THE ENTIRE RETAIL SITE WILL HAVE A SIMILAR DESIGN THEME.
7. "CC" USE NOT PERMITTED INCLUDE: RESTAURANTS, WITH DRIVE THROUGH WINDOWS, MOTEL, HOTEL. THEATER, CAR WASH,TEEN CLUB OR NIGHT CLUB, BOAT ACCESSORY SALES AND SERVICE AND BUILDING MATERIALS SALES.
8. PUBLIC STORM DRAIN SYSTEMS DEVELOPED FOR THIS PROJECT SHALL BE DESIGNED TO HANDLE THE 25 YEAR STORM EVENTS.

MINIMUM "PD" REQUIREMENTS:

1. RETAIL BUILDING TO REMAIN WARM MUTED EARTH TONE COLOR ON NORTH AND WEST.
2. GROCERY STORE RETAIL TO BE WARM MUTED EARTH TONE COLOR ON NORTH SIDE ONLY.
3. MINIMUM 30' SHARED TRANSITIONAL BUFFER TO REMAIN BETWEEN "CC" AND "MF-14".
4. MINIMUM BUILDING SETBACKS TO COMPLY WITH RESIDENTIAL "R" DISTRICT REQUIREMENTS.
5. MINIMUM TREE REQUIREMENTS FOR TRANSITIONAL BUFFER 1/600 PER S.F. BETWEEN "MF-14" AND "CC".

VICINITY MAP

N.T.S.

PD DEVELOPMENT PLAN

LOTS 59 THRU 62
J. M. HENDERSON ADDITION

AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, BEING 11.672 ACRES OF LAND LOCATED IN THE J. M. HENDERSON SURVEY, ABSTRACT No. 696, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

& A PORTION OF LOT 1C, BLOCK 8R GREEN'S FIELD ADDITION SECTION III

AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, BEING 2.132 ACRES OF LAND LOCATED IN THE J. M. HENDERSON SURVEY, ABSTRACT No. 696, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

OWNERS:

THE KROGER COMPANY
1014 VINE STREET
CINCINNATI, OHIO 45202
CONTACT: CHRISTINA KONRAD
PHONE: 972-785-6015

LAMAR LAND PARTNERS I, LTD.
511 E. JOHN CARPENTER FREEWAY
SUITE 200
IRVING, TEXAS 75062
CONTACT: MIKE BAILEY
PHONE: 214-526-2700

PREPARED BY:
WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
Texas Board of Professional Land Surveying Registration No. 10033900

SHEET 1 OF 1

DATE: 3/11/2016
W.A. No. 97046.02

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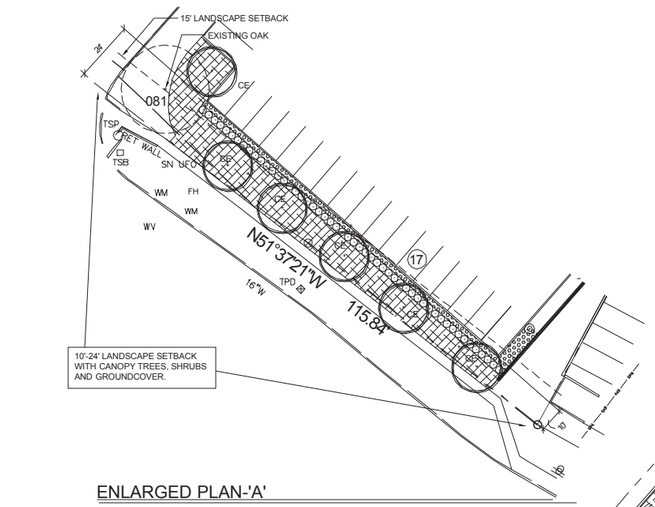
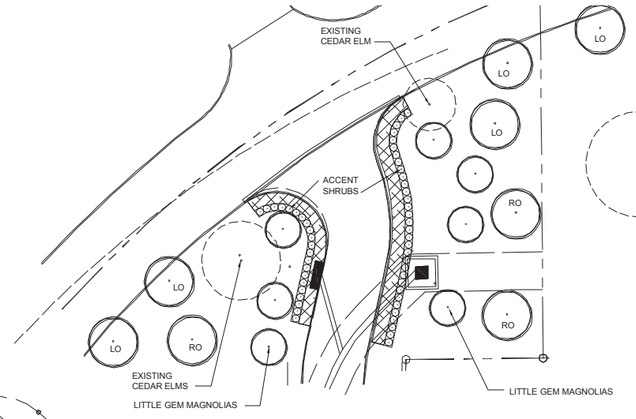


ENLARGED PLAN-'A'



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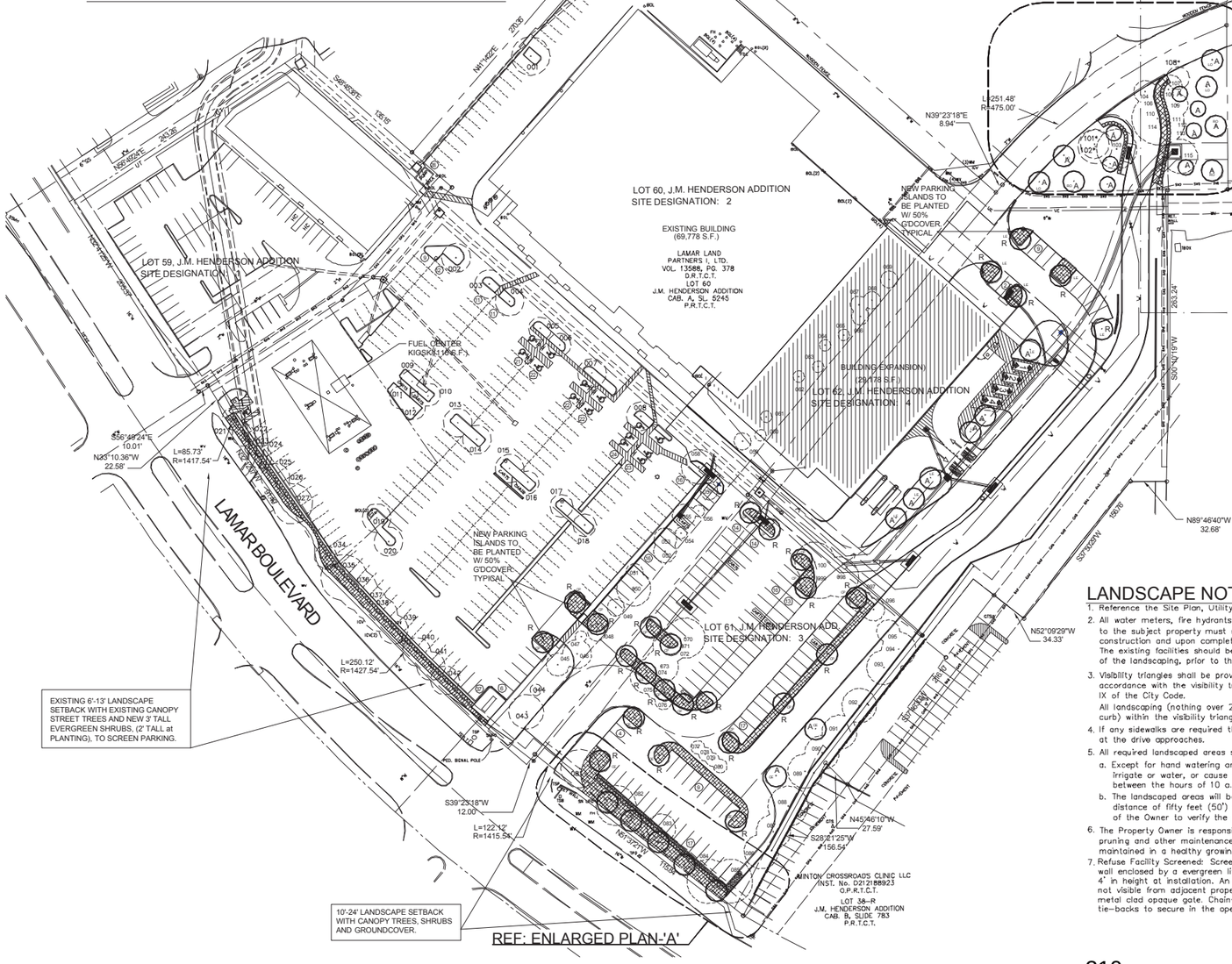

PROTECTED TREES REMOVED

045	AS 04"x	084	OK 14"
046	AS 07"	085	OK 13"
047	BP 04"x	086	OK 11"
048	AS 05"x	087	OK 12"
049	CE 07"	088	OK 17"
050	AS 07"	089	OK 12"
051	AS 05"x	090	OK 13"
052	AS 08"	091	OK 13"
053	AS 08"	092	OK 13"
054	CE 05"x	093	OK 12"
055	AS 08"	094	OK 13"
056	CE 04"x	095	OK 09"
057	CE 06"	096	OK 09"
058	AS 10"	097	OK 08"
059	CE 07"	098	OK 14"
060	CE 05"x	099	OK 12"
061	CE 08"	100	OK 16"
062	CE 04"x	103	CE 16"
063	CE 04"x	104	CE 08"
064	BP 04"x	105	CE 08"
065	BP 04"x	106	CE 08"
066	RC 05"x	109	CE 10"
067	RC 05"x	110	CE 18"
068	RC 05"x	111	CE 10"
069	RC 05"x	112	CE 06"
070	OK 13"	113	CE 08"
071	MP 02"x	114	CE 08"
072	OK 13"	115	CE 08"
073	OK 12"	118	CW 25"d
074	OK 13"	119	CW 18"d
075	RC 06"	120	CW 18"d
076	YH 07"	121	CW 35"d
077	CM –	122	CE 12"
078	CM –	123	CE 14"
079	CM –	124	CE 07"
080	CM –	125	CE 14"
082	OK 14"	126	CE 07"
083	OK 09"	127	HB 10"

TOTAL MINUS PTS = 491

TREES PRESERVED AND PLANTED

#	CANOPY EXISTING	TREE POINTS	BONUS NATIVE	BONUS STAND
001	CE 14"	14	7	–
002	CE 15"	15	7.5	–
003	CE 13"	13	6.5	–
004	CE 13"	13	6.5	–
005	CE 12"	12	6	–
006	CE 12"	12	6	–
007	CE 14"	14	7	–
008	CE 08"	08	4	–
009	CE 12"	12	6	–
010	CE 11"	11	5.5	–
011	CE 10"	10	5	–
012	CE 08"	08	4	–
013	CE 12"	12	6	–
014	CE 06"	06	3	–
015	CE 12"	12	6	–
016	CE 07"	07	3.5	–
017	CE 08"	08	4	–
018	CE 11"	11	5.5	–
019	CE 08"	08	4	–
020	CE 12"	12	6	–
021	CE 11"	11	5.5	–
022	CE 10"	10	5	–
023	BP 06"	06	–	–
024	CE 20"	20	10	–
025	CE 09"	09	4.5	–
026	AS 10"	10	5	–
027	AS 15"	15	7.5	–
034	CE 06"	06	3	–
035	AS 12"	12	6	–
036	CE 12"	12	6	–
037	CE 11"	11	5.5	–
038	CE 12"	12	6	–
039	CE 12"	12	6	–
040	CE 12"	12	6	–
041	CE 12"	12	6	–
042	CE 14"	14	7	–
043	AS 10"	AS	AS	–
044	CE 04"x	CE	CE	–
081	OK 13"	OK	OK	–
101	CE 09"	09	4.5	–
102	CE 10"	10	5	–
107	CE 08"	08	4	–
108	CE 08"	08	4	–
116	CE 21"	21	10.5	–
117	HB 15"x	–	–	–
128	CE 21"	21	10.5	–
132	CE 14"	14	7	–
133	CE 10"	10	5	–
SUB	728.0 =	479.0 +	249.0	

QUAN	CANOPY PROPOSED	TREE POINTS	BONUS NATIVE	–
15	3" CE	45	22.5	
16	3" CP	48	–	
13	3" LE	39	–	
7	3" LGM	21	–	
9	3" LO	27	13.5	
5	3" SRO	15	07.5	
SUB	238.5 =	195.0 +	43.5	

TOT POSITIVE POINTS = 728 + 252 = 966.5

966.5 – 491 = 475.5 TOTAL TREE POINTS

TREE LEGEND:

- EXISTING TREE-REMOVED
- EXISTING TREE-TO REMAIN
- PROPOSED STREET TREE
- PROPOSED PARKING LOT TREE - REQUIRED
- PROPOSED PARKING LOT TREE - ADDITIONAL

ABREVIATIONS

AS	ASH
CE	CEDAR ELM
BP	BRADFORD PEAR
RC	RED CEDAR
MP	MAPLE
OK	OAK
YH	YAUPON HOLLY
CM	CRAPE MYRTLE
CW	COTTON WOOD
HB	HACKBERRY
SRO	SHUMARD RED OAK
LO	LIVE OAK
LGM	LITTLE GEM MAGNOLIA

LANDSCAPE CALCULATIONS:

LANDSCAPE SETBACK STANDARDS: (BOTH COOPER ST. & CALCULATED AS MAJOR/MINOR COLLECTOR. BUFFER AT COOPER IS 15' BUFFER AT LAMAR VARIES FROM 11'–21'.

TREES AT R.O.W.
COOPER ST. = 174' LESS APPROACH: 18' = 156'/35' = (4) TREES REQUIRED.
(4) TREES PROVIDED.

LAMAR BLVD. = 214'/35' = (6) TREES REQUIRED.
(5) NEW TREES + (1) EXIST. TREE PROVIDED.
NOTE: ONLY NEW CONSTRUCTION OF PARKING AT LAMAR IS CALCULATED FOR TREES.

SHRUBS AT R.O.W.
COOPER ST. = 156'/50 x 14 =
44 REQUIRED
44 PROVIDED.
LAMAR BLVD. = 627/50 x 14 =
176 REQUIRED
176 PROVIDED.

GROUNDCOVER COVERAGE AT R.O.W.
COOPER ST. = 156'x15' = 23400 SF x .60 =
1,404 SF REQUIRED
1,404 SF PROVIDED.
LAMAR BLVD. = 627'x15' = 9405 SF x .60 =
5,643 SF REQUIRED
5,643 SF PROVIDED.

PARKING LOT TREES:
REQ'D PARKING = (3) SP/1000 SF–RETAIL
KROGER BLDG. & EXPANSION = 98,953 S.F.
98,953 SF/1000 x 3 = 297 REQUIRED SPACES.
EXISTING FUEL STATION = 2 SPACES.
PROPOSED FUEL STATION = 2 SPACES.
TOTAL PARKING SPACES REQUIRED = 301.

EXISTING PARKING SPACES PROVIDED = 268.
NEW PARKING SPACES PROVIDED = 140.
TOTAL PARKING SPACES PROVIDED = 408.

(1) TREE REQ'D PER END ISLAND AND INTERIOR ISLAND. 27 NEW ISLANDS = (27) NEW TREES PROVIDED.

408 – 301 = 107 EXCESS SPACES.
107/3 = (36) ADDITIONAL TREES=
(7) EXISTING & (29) NEW TREES PROVIDED.

TOTAL NEW AND ADDITIONAL PARKING LOT TREES PROVIDED = (63).

LANDSCAPE NOTES (CITY):

1. Reference the Site Plan, Utility Plan for additional information.
2. All water meters, fire hydrants, valves, manholes, and clean–outs on or adjacent to the subject property must remain easily accessible for maintenance during construction and upon completion of the necessary grading and landscaping. The existing facilities should be adjusted to final grade above the finished grade of the landscaping, prior to the completion of work.
3. Visibility triangles shall be provided at all public or private street intersections in accordance with the visibility triangle requirements as stated in chapter IX of the City Code.
   All landscaping (nothing over 2 feet in height as measured from the top of the curb) within the visibility triangles shall comply with the Visibility Ordinance.
4. If any sidewalks are required they will be designed to provide handicap access at the drive approaches.
5. All required landscaped areas shall be irrigated.
   a. Except for hand watering and soaker hoses, it is unlawful for any person to irrigate or water, or cause the irrigation or watering of any lawn or landscape between the hours of 10 a.m. and 6 p.m. any day of the week.
   b. The landscaped areas will be water by hoses. Water hoses have a maximum distance of fifty feet (50') from exist hose bibs. It will be the responsibility of the Owner to verify the plant materials are receiving sufficient water.
6. The Property Owner is responsible for regular weeding, mowing, irrigation, fertilization, pruning and other maintenance of all plantings. The required landscaping must be maintained in a healthy growing condition at all times.
7. Refuse Facility Screened: Screening on three sides by a minimum 8' tall masonary wall enclosed by a evergreen living screen. Screening shrubs shall be a minimum 4' in height at installation. An opening shall be situated so that the container is not visible from adjacent properties or public streets and the opening shall be a metal clad opaque gate. Chain–link gates are not permitted. Gates must have tie–backs to secure in the open position.

PD LANDSCAPE PLAN

LOTS 59 THRU 62
J.M HENDERSON ADDITION

AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, BEING 11.672 ACRES OF LAND LOCATED IN THE J.M. HENDERSON SURVEY, ABSTRACT No. 696, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

LOTS 59 THRU 62
J.M HENDERSON ADDITION

AN ADDITION TO THE CITY OF ARLINGTON, TARRANT COUNTY, TEXAS, BEING 3.045 ACRES OF LAND LOCATED IN THE J.M. HENDERSON SURVEY, ABSTRACT No. 696, CITY OF ARLINGTON, TARRANT COUNTY, TEXAS

PREPARED BY:
Don C. Wheeler
Landscape Architect
Landscape Architecture Planning Irrigation Design
3116 West 5th Street Suite 103 Fort Worth, Texas 76107
Office 817.335.1405 Fax 817.335.1415 don@dcwla.com

AMANDA Sequence No. # 15-919452 PD 15-11

SHEET 1 OF 1 DATE: MARCH 11, 2016

Pebblebrook Village Homeowners Association

Robert Hestes	President	Scott Allen	Board Member
Sharon Bergstrom	Secretary	Al Mince	Board Member
Larry Jorden	Treasurer	John Quin	Board Member

February 10, 2016

To: Roger Venables
Assistant Director, Development Services Division
Community Development and Planning

RE: Case No. PD15-11 Kroger Store Expansion & Fueling Center
Location: 945 West Lamar Boulevard

Dear Mr. Venables;

Pebblebrook Village Condominiums share a common fence with the Kroger Store requesting the store expansion and fuel center. Representatives from Kroger and from Windstar, owner of the adjacent shopping center, have met with The Board of Directors on several occasions to describe the modifications that will be made to the existing Kroger and additions to the surrounding area.

During the meetings Kroger representatives listened to the concerns of the association. They have made appropriate changes to their plans to accommodate the association's requests. Pebblebrook owners look forward to the added shopping that will be afforded to the residents.

Thus, Pebblebrook Village Condominiums is in favor of Case No. PD15-11 and supports approval.

Yours truly,

Robert Hestes
Board President
Pebblebrook Village Condominiums
817.727.9949

Staff Report

Right-of-Way Management Ordinance Amendment	
City Council Meeting Date: 03/22/16	Document Being Considered: Ordinance

RECOMMENDATION

Approve an ordinance amending the Right-of-Way Management Ordinance No. 03-104.

PRIOR BOARD OR COUNCIL ACTION

On September 16, 2003, City Council passed Resolution No. 03-424, authorizing the implementation of the Public Right-of-Way Permitting and Construction Manual.

On September 23, 2003, City Council passed Ordinance No. 03-104, establishing an ordinance providing regulations for facilities placed in City right-of-way by public service providers.

ANALYSIS

In September 2003, the City Council also approved a resolution adopting the Public Right-of-Way Permitting and Construction Manual. This manual provides direction to the service providers and their contractors for requirements to obtain permits for construction. It also sets out the City's expectations regarding construction plans and operations. A resolution approving changes to this manual is proposed for consideration at this same meeting.

In September 2003, City Council established the Right-of-Way Management Ordinance to regulate the installation, excavation, repair, maintenance, and relocation of utility companies' facilities within the City rights-of-way and public easements. The ordinance established registration requirements, permit requirements, and construction requirements.

As the right-of-way management process evolved since 2003, Staff recognized the current ordinance and manual do not reflect our current business practice. This amendment is proposed generally to reflect current operating procedures relative to regulations for work by Public Service Providers within the City's rights-of-way and easements; however, there are several items that are new or changed significantly. These items are described in items 6-9 below.

Proposed amendments to the ordinance include:

1. Clarification of denial of permit based on conviction in court;
2. Clarification of authority of Public Service Provider to place facility in right-of-way;
3. Elimination of requirement for Public Service Provider to register every 5 years;
4. Clarification of requirements of request for annual waiver of bonds;
5. Elimination of requirement for separate Utility Structure Permit. Requirements for utility structures are the same, but approval to construct utility structure in right-of-way or easement is now issued with the utility permit;
6. Inclusion of floodplain as an area that excavated materials are not permitted;
7. Update of insurance requirements to reflect those of other entities that do work in City right-of-way;
8. Inclusion of language for damage or destruction of landscaping and payment to City for removal of trees within right-of-way and methodology to value trees;

9. Inclusion of requirements for maintenance of Public Service Provider's facilities in right-of-way.

Staff held a general meeting with the Public Service Providers (utility companies) on March 12, 2015. Additionally, staff met with Oncor and AT&T separately at a later date to discuss specific interests and concerns they had. To the extent changes the service providers proposed didn't negatively impact the City's interests in the rights-of-way, they were incorporated into the ordinance.

FINANCIAL IMPACT

There is no financial impact associated with this ordinance amendment.

ADDITIONAL INFORMATION

Attached:	Ordinance Public Right-of-Way and Construction Manual
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT(S)

David G. Wynn, P.E.	Keith Brooks, P.E.
Interim Director Public Works and Transportation	Assistant Director of Public Works and Transportation
817-459-6560	817-459-6535
David.Wynn@arlingtontx.gov	Keith.Brooks@arlingtontx.gov

Ordinance No. _____

An ordinance amending the "Right-of-Way Management" Chapter of the Code of the City of Arlington, Texas, 1987, in its entirety, relative to the management of public right-of-way; providing for a fine of up to $2000 for each offense in violation of this ordinance; providing this ordinance be cumulative; providing for severability; providing for governmental immunity; providing for injunctions; providing for publication and becoming effective ten days after first publication

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

1.

That the "**Right-of-Way Management**" Chapter of the Code of the City of Arlington, Texas, 1987, shall be and read as follows:

ARTICLE I

PURPOSE

Section 1.01 <u>Purpose</u>

The purposes and findings of this ordinance are as follows:

A. To protect the health, safety, and welfare of the public during the installation, operation, and maintenance of facilities by public service providers;

B. To govern and monitor the orderly use of the public right-of-way;

C. To provide for enforcement;

D. To provide a penalty for violation of any provisions of this ordinance;

E. To provide for the registration of public service providers with facilities in the public right-of-way;

F. To provide insurance requirements for construction in the public right-of-way;

G. To provide permit requirements and procedures for construction in the public right-of-way;

H. To provide for maintenance and repair of the public right-of-way and of facilities located in the public right-of-way;

I. To provide for emergency activities in the public right-of-way;

J. To provide for coordination with public improvements;

K. To regulate the installation of utility structures; and

L. To provide an effective date.

ARTICLE II

DEFINITIONS

Section 2.01 Definitions

"**City**" means the City of Arlington and the City's officers and employees.

"City Manager" means the City Manager or any designated representative.

"**Conform**" means to remove, alter, change, relocate, or adapt the underground or overhead facilities of a public service provider in the public right-of-way in advance of proposed public improvements financed by the City.

"**Construction**" means any of the following activities performed by any person within a public right-of-way:

A. Installation, excavation, laying, placement, repair, upgrade, maintenance, or relocation of facilities or other improvements, whether temporary or permanent.

B. Modification or alteration to any surface, subsurface, or aerial space within the public right-of-way.

C. Performance, restoration, or repair of pavement cuts or excavations.

D. Other similar construction work.

"**Emergency Activity**" means circumstances requiring immediate construction or operations by a public service provider to:

A. prevent imminent damage or injury to the health or safety of any person or to the public right-of-way;

B. restore service; or

C. prevent the immediate loss of service.

"**Excavation**" means the removal of dirt, fill, or other material in the public right-of-way including, but not limited to, the methods of open trenching, boring, tunneling, vacuuming, or jacking.

"**Facilities**" includes, but is not limited to, the plant, equipment, buildings, structures, poles, wires, cables, lines, conduit, mains, pipes, vaults, and appurtenances of a public service provider located within the public right-of-way and includes property owned, operated, leased, licensed, used, controlled, or supplied for, by, or in connection with the business of the public service provider.

"**Pavement Cut**" means a cut made into the paved surface of the public right-of-way.

"**Permittee**" means the person applying for or receiving a permit to perform construction within the City's right-of-way under the terms and conditions of this ordinance. The term includes any officer, director, partner, manager, superintendent, or other authorized person exercising control over or on behalf of the public service provider.

"**Person**" means a natural person, a corporation, a public service provider or its representative, a permittee, a governmental entity or agency (excluding the City or the City's contractor), a limited liability company, a joint venture, a business trust, an estate, a trust, a partnership, an association, or any other legal entity.

"**Public Right-Of-Way**" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or public utility easement in which the municipality has an interest. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications.

"***Public Right-Of-Way Permitting and Construction Manual***" means the manual published by the City of Arlington that contains engineering, technical, and other special criteria and standards for permitting and construction within the public right-of-way.

"**Public Service Provider**" means any energy delivery or transport company, telecommunications company, cable company, water utility, storm water utility, or wastewater utility. The City of Arlington, or any person working under contract with the City, is not included in this definition.

"**Spoils or Excavated Material**" means construction waste, construction supplies, or excavated dirt, fill, or other similar material that is stored or placed upon the surface of a public right-of-way.

"**Utility Structure**" means any above or below ground manhole, hand hole, vault, cabinet, or any other appurtenance other than a pole or device attached to a pole which is owned or used by a public service provider. The phrase does not include devices or structures used to control or direct pedestrian or vehicular traffic on an adjacent roadway.

"Visibility Triangle" means a triangle sight area at an intersection of two streets or driveways as shown in the City's Design Criteria Manual, as amended.

ARTICLE III

AUTHORITY, ENFORCEMENT AND OFFENSES, VARIANCE

Section 3.01 Authority

A. The City Manager is authorized to administer and enforce the provisions of this ordinance, and the *Public Right-of-Way Permitting and Construction Manual*.

B. The City Manager is authorized to enter a construction site for which a permit is granted under this ordinance for purposes of inspection to determine compliance with the permit and this ordinance.

C. The City Manager is authorized to request from the public service provider plans of record that show its facilities existing in the public right-of-way as of the date of the request. The public service provider shall provide the requested plans of record within 90 days of the request, or alternate schedule as agreed to by both parties, to the extent such records are available. Public release of such records shall be in accordance with the Public Information Act as found in V.T.C.A., Government Code, Chapter 552.

If the release of the location of any utility, including water and sewer, or of plans of record submitted under this subsection would jeopardize public safety, the information shall be considered confidential. In addition, if plans of record submitted under this subsection include information expressly designated by the public service provider as a trade secret or other confidential information protected from disclosure by state law, the City shall not disclose that information to the public without the consent of the public service provider, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a

public service provider to designate all matters in its plans of record as confidential or as trade secrets.

Section 3.02 <u>Enforcement and Offenses</u>

A. A person commits an offense if they:

1. perform, authorize, direct, or supervise construction without a valid permit issued under this ordinance;

2. fail to comply with restrictions or requirements of a permit issued under this ordinance;

3. fail to comply with a lawful order or regulation issued pursuant to this ordinance; or

4. violate any other provision of this ordinance.

B. A person commits an offense if, in connection with the performance of construction in the public right-of-way, they:

1. damage the public right-of-way beyond what is incidental or necessary to the performance of the construction;

2. damage public or private facilities within the public right-of-way;

3. fail to immediately clear debris associated with the construction from a public right-of-way after construction is completed; or

4. fail to stabilize any disturbed area from erosion within 14 days after construction is completed, unless an alternative timeframe is approved by the City.

C. A culpable mental state is not required to prove an offense under this ordinance. A person who violates a provision of this ordinance is guilty of a separate offense for each day or portion of a day during which the violation is committed, continued, authorized or directed. An offense under Section 3.02(B)(3) is punishable by a fine of not less than $500 or more than $2000. Any other offense under this ordinance is punishable by a fine of $500.

D. This ordinance may be enforced by a civil court action in accordance with state or federal law, in addition to any other remedies, civil or criminal, the City has for a violation of this ordinance.

E. Prior to initiation of civil enforcement litigation, the permittee, or any other person who has violated a provision of this ordinance, shall be given the opportunity to correct the violation within a timeframe specified by the City. This subsection does not prohibit the City from taking enforcement action as to past or present violations of this ordinance, notwithstanding their correction.

F. If a permittee has been convicted of an offense under this ordinance in municipal court, additional permits from the public service provider may be denied until the offense has been corrected and any direct or indirect costs incurred by the City have been reimbursed. The permittee shall not be granted any additional permits until the offense has been corrected and any direct or indirect costs incurred by the City have been reimbursed unless an exception has been granted by the City due to special circumstances.

Section 3.03 Variance

Any variance from the requirements of this ordinance must be approved in advance by the City. The City may grant a variance only if an extreme hardship exists and the public health, safety, welfare, or convenience is not adversely affected by granting the variance. The City may not approve any variance that would give a competitive advantage to one public service provider over another public service provider providing the same or similar service. The City may not grant a variance from the indemnity requirements.

ARTICLE IV

PUBLIC SERVICE PROVIDER REGISTRATION REQUIREMENTS

Section 4.01 Public Service Provider Requirements

All public service providers with existing facilities within the public right-of-way who are not already registered with the city, must register with the City within 60 days of the effective date of this Ordinance. Any public service provider who does not have existing facilities within the public right-of-way and who wishes to install new facilities must first register with the City. Registration shall be in accordance with the following requirements:

A. Prior to registration, a public service provider must have authorization to place facilities within the public right-of-way through either a franchise, franchise ordinance approved by the City Council, or license agreement with the City; certification by the Texas Public Utilities Commission as a Certificated Telecommunications Provider under Chapter 283 of the Texas Local Government

Code; or a state issued cable franchise under Chapter 66 of the Texas Utilities Code. Registration shall otherwise be denied.

B. The registration must be on a form furnished by the City and made in the name of the public service provider that owns the facilities. The form must be filled out completely and accurately. Any omissions or inaccuracies on the form may be cause for denial of the registration at the City's discretion.

C. If information provided as part of the registration changes, the public service provider must inform the City in writing not more than 30 days after the date the change occurs.

D. The public service provider shall include the following with the registration:

1. The name of the public service provider using the public right-of-way, including any business name, assumed name, or trade name the public service provider operates under, or has operated under within the past 5 years.

2. A copy of the document authorizing the public service provider to use the public right-of-way such as a franchise, a franchise ordinance issued by the City, or license issued by the City, or any state issued certification or franchise.

3. The name and mailing address of the officer or agent designated as the person authorized to receive service of process on behalf of the public service provider.

E. The public service provider must provide proof of insurance and appropriate bonds. The requirements for insurance and bonds are provided in Sections 4.02 and 4.03 below.

Section 4.02 <u>Insurance Requirements</u>

A. A public service provider shall obtain and maintain insurance throughout the time it has facilities in the public right-of-way. The City reserves the right to review the insurance requirements, and to reasonably adjust insurance coverage and limits. Pursuant to Section 53.064 of the Texas Utilities Code and for purposes of this subsection, the City will accept certificates of self-insurance issued by the State of Texas or letters written by the public service provider in those instances where the State does not issue such letters, which provide the same coverage as required herein. However, certificates of self-insurance must be approved in advance by the City. For the City to accept such letters, the public service provider must demonstrate by written information that it has adequate financial

resources to be a self-insured entity as reasonably determined by the City, based on financial information requested by and furnished to the City. Proof of existing insurance shall comply with the following requirements:

<u>Workers' Compensation and Employer's Liability Insurance</u>	
Workers' Compensation	Statutory Limit
Employer's Liability	$1,000,000 Each Accident
	$1,000,000 Disease–Each Employee
	$1,000,000 Disease–Policy Limit
<u>Liability Insurance</u>	
Commercial General Liability (No standard coverages are to be excluded by endorsement. XCU and contractual liability are not to be excluded.)	$1,000,000 Per Occurrence/ $2,000,000 Aggregate
<u>Automobile Liability Insurance</u>	
Commercial Auto Liability (including coverage for owned, hired, and non-owned autos)	$1,000,000 Combined Single Limit
<u>Umbrella Liability</u> (Following Form and Drop Down Provisions Included)	$5,000,000 Each Occurrence

Any combination of underlying coverages providing equal or better liability limits is acceptable.

B. In addition to the above requirements, the insurance shall:

1. be written with the City of Arlington as an additional insured except on Workers Compensation and Employer's Liability Insurance.

2. provide for 30 days' notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.

3. 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 a Best Rating of no less than A:VII.

4. waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Arlington. It being the intention that the required insurance policies shall protect all parties and be primary coverage for all losses covered by the policies.

5. provide that notice of claims shall be provided to the City by certified mail.

C. The policy clause "Other Insurance" shall not apply to the City.

D. A certificate of insurance providing proof of coverage shall be provided to the City with the registration form.

Section 4.03 <u>Bonding Requirements</u>

A. <u>Bonds</u>. Each year, the public service provider shall, without cost to the City, provide Performance, Payment and Maintenance Bonds for the construction work anticipated to be performed in the public rights-of-way in the upcoming year. Each bond shall be in the amount of the estimated costs to restore the public rights-of-way for the work anticipated to be done in that year. The Performance Bond shall be conditioned upon the faithful performance of the work in the public rights-of-way. The Payment Bond shall be conditioned upon payment of all persons supplying labor or furnishing materials for said work. The Maintenance Bond shall guarantee the work for two years from the date of its completion. Each bond shall be executed by a surety company authorized to do business in the State of Texas and acceptable to the City.

B. <u>Request for Waiver</u>. A public service provider may submit a written request for a waiver from the above-referenced bonding requirements.

1. The request shall set forth in detail the public service provider's performance history in the City demonstrating a record of at least four year's performance of work in the public right-of-way free of currently unsatisfied claims for damage to the right-of-way.

2. Within 30 calendar days of receipt of a written request for a waiver, the City shall grant a waiver to the bonding requirements upon a finding that the public service provider has demonstrated a record of at least four year's performance of work in the public right-of-way free of currently unsatisfied claims for damage to the right-of-way.

C. The waiver for bonding requirements may be revoked by the City based upon the provider's or the provider's contractor's performance of work within the right-of-way.

Section 4.04 Existing Franchise or License

The requirements of Sections 4.02 and 4.03 may be met by public service providers with a current franchise, a franchise ordinance issued by the City, or license if their current franchise or license adequately provides for insurance and bonds and provides an indemnity in favor of the City.

ARTICLE V

CONSTRUCTION PERMIT REQUIREMENTS

Section 5.01 Construction Permit

A person shall not perform any construction, except for an emergency activity or for those activities described in Section 5.03 below, within a public right-of-way without first obtaining a permit from the City prior to the start of construction. A person who undertakes any work outside of the public right-of-way that will cut, break, or otherwise damage the public right-of-way shall also obtain a permit.

Section 5.02 Registration Required

Prior to obtaining a permit, the public service provider must be registered with the City in accordance with Article IV.

Section 5.03 Exception

A permit is not required under Section 5.01 if the activity in the public right-of-way consists exclusively of:

A. routine maintenance or repair of facilities that does not involve any of the following: the cutting or breaking of pavement; the closure of a traffic lane for longer than 24 hours; boring; or excavation greater than 100 cubic feet; or

B. a connection of real property to a utility service on the same side of the public right-of-way, if the connection does not require a pavement cut in the right-of-way; or

C. the replacement of a single damaged pole when all work is within ten feet of the damaged pole; or

D. installation of aerial lines on existing poles, or installation of aerial lines on not more than 10 new poles.

Section 5.04 Construction Permit Requirements

The following procedures and requirements govern the application for and issuance of a permit to perform construction within the public right-of-way:

A. Permit Application

1. A permit application must be made in writing on a form obtained from the City. The application must be signed and submitted by the permittee on behalf of the owner of the facility for which the permit is requested. The application for permit must be filled out completely and accurately. Any omissions or inaccuracies on the form may be cause for denial of the permit at the City's discretion.

2. A permit application must be submitted to the City in accordance with the timeframes specified in the *Public Right-of-Way Permitting and Construction Manual*.

3. The City shall state on the permit any reasonable additional restrictions or requirements determined necessary. These additional restrictions or requirements shall be considered a part of the permitted activity.

4. The permittee shall, as an express condition of the permit, comply in all respects with the requirements prescribed for the permitted activity in the *Public Right-of-Way Permitting and Construction Manual* and with all other City ordinances and state or federal laws or regulations affecting the permitted activity.

B. Construction Plan

The permit application on any project must include submittal of construction plans. The plans must conform to the standards set forth in the *Public Right-of-Way Permitting and Construction Manual*. When required by the Texas Engineering Practice Act, as amended, the plans must be sealed by a professional engineer licensed to practice in the State of Texas.

C. Utility Structures

1. Above ground utility structures shall meet the following requirements:

a. Above ground utility structures exceeding two feet in height shall not be placed within any intersection visibility triangle, as defined in the City's Unified Development Code or Design Criteria Manual.

b. Above ground utility structures, not including poles, less than 60 cubic feet in volume, with no dimension greater than six feet, may be placed within the public right-of-way without screening.

c. Above ground utility structures, not including poles, equal to or greater than 60 cubic feet in volume, and less than 240 cubic feet in volume, and less than seven feet in height shall:

   i. Be placed within a public or private utility easement outside the street right-of-way; and

   ii. Be screened on all sides except for the sides containing openings for access to the structure.

d. Structures equal to or greater than 240 cubic feet in volume, or more than seven feet in height shall be located in a private utility easement or other private property and shall be screened on all sides except for the sides containing the openings for access to the structure, and shall be subject to requirements of the Unified Development Code.

e. The dimensions of the supporting foundation or pad shall allow for existing and proposed sidewalks.

f. Above ground utility structures shall comply with all requirements of other City ordinances and other state and federal laws and regulations. Public Service Provider shall be responsible for obtaining other permits, as required.

g. Screening as required in this Section shall consist of a barrier of stone, brick, pierced brick or block, uniformly colored wood or other permanent material of equal character, density and design, at least 6' in height, or combination of two or more materials. Screening shall not exceed six feet in height. No separate permit will be required for any approved screening wall. Screening shall be placed so that it does not interfere with visibility triangles or create other traffic-related visibility obstructions.

h. The exterior surfaces of all utility structures and screening shall be maintained free of graffiti and other defacements such as posters,

stickers, decals, and signs, except those placed on the structure by the utility company for identification. The exterior finish shall be maintained free of visible deterioration.

i. The utility structure shall be clearly marked with the owner's name and contact information.

2. Below ground utility structures may be allowed in the right-of-way if space is available.

3. In reviewing the utility structures the City will consider the following:

   a. Size, location, and impact of the proposed structure;

   b. The structure's coordination with existing and proposed public facilities; and

   c. Availability of remaining right-of-way.

4. Request for Waiver - A request for a waiver of the requirements of this Section 5.04(C) may be made to the City.

   a. The request for a waiver must include a detailed justification for the waiver, including the lack of existing sites not within the public right-of-way; alternative sites sought and reviewed; and proof that compliance with the requirement is impractical.

   b. Within 30 calendar days of receipt of a written request for a waiver, the City may, with sole discretion, grant a waiver for good cause.

   c. In making this decision, the City shall consider:

      i. the availability of alternate locations;

      ii. the size, location, and impact of the proposed facility in the right-of-way at the proposed site;

      iii. the need to provide services to a property or area to be served by the proposed facility;

      iv. the need for the proposed size of the proposed facility to provide services to a property or area to be served by the proposed facility; and

v. the public health, safety, welfare and convenience.

d. The City shall indicate in written communication the basis for granting or not granting any waiver pursuant to this subsection.

e. The City's decision regarding the waiver shall be final.

5. If the City determines that the proposed utility structure cannot be placed within the right-of-way without adversely affecting the integrity of an existing or future facility owned by the City, the City shall have the right to deny the location of a new or replacement utility structure within the said right-of-way.

D. Utility Structures on City Property Other Than Right-of-Way

In cases where utility structures, except those structures serving solely the City property, will be located on City property other than public right-of-way, the following requirements apply:

1. The application shall be made to the City for execution of a use privilege agreement through the City's Real Estate Services division.

2. Nothing contained herein, however, shall ever be held or construed to confer upon any person the right to place a utility structure upon City property. The City reserves the right, at its sole discretion, to enter into a Use Privilege Agreement to allow the placement of a utility structure on City property.

3. The City shall not be liable for damages or losses of any kind whatsoever by reason of injury to property or person occasioned by the use of any City property. The City shall have no obligations in regard to the maintenance of any improvements within such City property. The City shall be defended at the cost and expense of the person placing improvements on City property from all claims and demands.

4. The public service provider shall pay City a use fee for use of the property based upon the fair market value as determined by the City's Real Estate Services Division. In addition to a use fee, the City may request the public service provider to provide network connectivity or conduit to the City.

5. The public service provider shall cooperate with other providers in connection with allowing collocation of facilities within the utility structure.

E. Storm Water Pollution Prevention Plan

The permittee shall submit with the permit application two sets of a Storm Water Pollution Prevention Plan (SWPPP) to the City in cases where stream crossings are open cut, unless the work is being performed under an SWPPP submitted by another entity. When working under the SWPPP of another entity, the plan shall identify the SWPPP under which the utility is performing the work. In all other cases, the permittee is required to implement erosion control measures for construction activities in accordance with the Storm Water Pollution Control Chapter of the City Code, as amended, and other City ordinances and State or Federal laws and regulations.

F. Traffic Control Plan

Any work that may impact traffic flow or result in lane closures in any street will require an approved site specific traffic control plan and the closures shall comply with the most current edition of the *Texas Manual on Uniform Traffic Control Devices*, as amended. The permittee shall submit a site specific traffic control plan, when applicable, to the Department of Public Works and Transportation Traffic Engineering Division and obtain approval prior to the lane closure.

G. Trench Safety Plan

Trench safety systems shall meet U.S. Occupational Safety and Health Administration Standards.

Section 5.05 Construction Permit Expiration

If no construction has commenced under a permit within 90 calendar days after issuance of the permit, the permit becomes null and void, and a new permit is required before construction may be performed in the public right-of-way. An extension to a permit may be granted by the City only before the permit expires.

Section 5.06 Trenchless Technology or Boring

A. The City may require the use of trenchless technology or boring based on the following criteria:

1. It is in the best interest of the City; and

2. It is technically, commercially, and economically feasible; and

3. It is not in violation of federal or state regulations or industry safety standards.

B. All concrete driveways and streets shall be bored rather than open cut. The length of the bore must be sufficient for meeting the fully improved (ultimate) roadway width as specified in the Thoroughfare Development Plan if sufficient right-of-way exists. If the concrete street is subject to reconstruction within 2 years, or for other good cause, the City may grant an exception upon request.

C. No pavement cuts in newly constructed, reconstructed, or resurfaced (greater than one inch) asphalt streets may be made for 60 months after the substantial completion of the street work. With sole discretion, the City may grant an exception based on the public service provider's written demonstration that the following criteria have been met:

1. Boring or jacking without disturbing the pavement is not practical due to physical characteristics of the street or alley or other utility conflicts; and

2. Alternative utility alignments that do not involve excavating the street or alley are found to be impracticable; and

3. The proposed excavation cannot reasonably be delayed until the five year deferment period has lapsed.

Section 5.07 <u>Removal of Landscaping from Right-of-Way</u>

When trees or other landscaping are proposed to be removed from the right-of-way during construction, the permittee shall reimburse the City the value of the tree in accordance with the International Society of Arboriculture's *Guide for Plant Appraisal* prior to issuance of a permit.

Section 5.08 <u>Excavated Materials</u>

The permittee and any person responsible for construction shall protect the public right-of-way surface, and all existing facilities and improvements both above and below ground from excavated materials, equipment operations, and other construction activities. Particular attention must be paid to ensure that no excavated material or contamination of any type is allowed to enter or remain in a water or wastewater main or access structure, drainage facility, or natural drainage feature, or floodplain.

Section 5.09 Emergency Activity

Construction in the public right-of-way may commence prior to obtaining a permit if the public service provider determines a valid need to perform emergency activity. Immediate notice, including the reasons for the emergency activity, must be given to the City. The public service provider shall provide a written description of the emergency activity required not later than the second business day following commencement of the emergency activity, and application for a permit must be made as soon as possible.

ARTICLE VI

PERMIT DENIAL AND REVOCATION

Section 6.01 Permit Denial

The City may refuse to issue a permit if:

A. the public service provider does not have a valid registration on file with the City;

B. the proposed construction will substantially interfere with vehicles or pedestrians and no procedures, or procedures inconsistent with this ordinance, have been identified to minimize the interference;

C. the proposed construction will substantially interfere with another activity for which a permit has been issued, or will conflict or interfere with existing facilities already in the public right-of-way, or will conflict with proposed public facilities;

D. the proposed barricading, channelizing, signing, warning, or other traffic control procedures or equipment do not comply with the requirements of the most current edition of the *Texas Manual on Uniform Traffic Control Devices*;

E. the proposed construction, incidental traffic control, or other permitted activity, or the manner in which it is to be performed, will violate a City ordinance or regulation or a state or federal statute or regulation; or

F. the permittee:

1. fails to furnish all the information required by this ordinance; or

2. knowingly or intentionally furnishes false or incorrect information to the City; or

3. fails, except for good cause shown, to file the application on the approved form within the time limits prescribed by the *Public Right-of-Way Permitting and Construction Manual*; or

4. has been convicted of an offense under this ordinance in municipal court and the offense has not been corrected and any direct or indirect costs incurred by the City have not been reimbursed;

5. is not in compliance with applicable requirements of an existing permit issued under this ordinance.

Section 6.02 Permit Revocation

The City may suspend construction or revoke an issued permit on the same grounds on which a permit may be denied under Section 6.01 or if the permittee:

A. commences or performs construction in violation of an applicable requirement of this ordinance or the permit;

B. creates or is likely to create a public health or safety hazard by performance of the construction in question;

C. fails to comply with an order or regulation of the City applicable to the construction;

D. fails to comply with the restrictions or requirements of other City ordinances or state or federal laws or regulations applicable to the construction; or

E. commences or performs work without having prior knowledge and understanding of the applicable repair standards as specified in the *Public Right-of-Way Permitting and Construction Manual*.

Section 6.03 Notice

The City shall provide immediate verbal notice of a suspension or revocation to the permittee. Written notice of a suspension or revocation shall be provided within one business day of the verbal notice. Construction that is suspended may not resume until the City determines that the permittee has corrected the violation, noncompliance, or hazard that caused the suspension. A permit that has been revoked may be reinstated by the City if the City determines that:

A. the permittee has corrected the violation, noncompliance, or hazard that caused the revocation; and

B. the health or safety of the public is not jeopardized by reinstating the permit.

ARTICLE VII

CONSTRUCTION REQUIREMENTS

Section 7.01 Construction Requirements

All construction must be done in a good and workmanlike manner and in faithful and strict compliance with the permit, this ordinance, other City ordinances, and regulations promulgated by the City relating to construction within the public right-of-way. The permittee shall maintain the construction area in a manner that avoids health hazards, and hazards to vehicular and pedestrian traffic until the public right-of-way is permanently restored. Specific construction requirements are contained in the *Public Right-of-Way Permitting and Construction Manual*, as amended.

Section 7.02 Restoration of Right-of-Way

A permittee performing construction in the public right-of-way shall restore the public right-of-way to a condition that is equal to or better than the condition prescribed by the *Public Right-of-Way Permitting and Construction Manual*, as amended.

Section 7.03 Coordination

The permittee has the exclusive responsibility to coordinate with other public service providers to protect all existing facilities in the public right-of-way in which the construction occurs. Acceptance of the plans and issuance of a permit does not constitute liability on the City's part for any damage to existing facilities.

Section 7.04 Locate Extent of Right-of-Way

The permittee has the exclusive responsibility to locate the extent of the public right-of-way. Acceptance of the plans and issuance of a permit does not constitute liability on the City's part for any facilities placed on private property. If facilities are placed on private property, it is the public service provider's responsibility to contact property owners and acquire easements, or move the facilities.

Section 7.05 Barricades and Warning Signs

When making a pavement cut or excavation, or placing soils or excavated material in or along a public right-of-way, the permittee shall place barricades, warning signs, and warning lights at the location sufficient to warn the public of the hazard of the open cut, excavation, spoils, or excavated material.

Section 7.06 Alternate Access for Blocked Sites

If a street or alley must be totally closed for any duration, the permittee shall provide for reasonable alternative access to the adjacent properties at all times. If a sidewalk is to be closed or blocked for longer than one day, the permittee shall provide a reasonable alternative for pedestrian access. Sidewalks designated as school routes shall be open at all times, or a reasonable alternative shall be provided before work commences. Reasonable alternatives for sidewalks shall provide 36 inches minimum surface width.

Section 7.07 Alteration to Landscape Material

A. Any alteration to landscape material located within any public right-of-way requires prior notification to the adjacent property owner and City. No person shall cut, deface or in any way injure any landscape material located within a public median without prior approval from the Parks and Recreation Department. Landscape material shall include, but is not limited to, canopy and ornamental trees, shrubs, ground cover, lawn, earthwork, and irrigation systems. Topping/trimming of trees for overhead utility service is excluded from this subsection.

B. If a tree within the right-of-way is removed or damaged during construction, the City shall determine the cost of damages to the tree in accordance with the International Society of Arboriculture's *Guide for Plant Appraisal* and the permittee shall reimburse the City the cost of the damages.

C. Shrubs damaged by the permittee shall be mitigated and offset by planting the same species and size of shrub.

Section 7.08 Temporary Restoration of Right-of-Way

Temporary restoration of the public right-of-way may not remain for more than 10 business days after the completion of a repair or installation of an underground structure or facility, unless a time extension has been granted by the City. The City may, at the expense of the permittee or other responsible person, remove any temporary

restoration remaining in the public right-of-way beyond the 10 day time limit and make permanent repairs. Any exception to the 10 day time limit, other than a relocation of a facility in advance of a City construction project in the public right-of-way, must be approved by the City prior to expiration of the time limit.

Section 7.09 Notification for Weekend Work

Except in an emergency, the permittee shall notify the City in writing at least 48 hours prior to any work requiring a permit being performed on a weekend or holiday.

Section 7.10 Contractor's Agent on Site

The contractor will maintain at all times on the job site a responsible person authorized and capable to receive and relay instructions from the City.

ARTICLE VIII

IMPROPERLY CONSTRUCTED FACILITIES

Section 8.01 Permittee's Responsibilities

A permittee shall:

A. properly construct, install, repair, relocate, or upgrade its existing facilities within the public right-of-way; and

B. repair or restore any damage to other facilities or the public right-of-way, except the City's fiber optic network, that occurs as a result of improper construction, installation, repair, relocation, or upgrade of the permittee's facilities, and

C. reimburse the City for the cost of repairing damage to the City's fiber optic network. Reimbursement shall be made within 10 working days of the receipt of the invoice from the City.

Section 8.02 Improperly Constructed Facilities

Facilities will be considered to be improperly constructed, installed, repaired, relocated, or upgraded if:

A. the construction, installation, repair, relocation, or upgrade endangers public health or safety or creates a public inconvenience;

B. the facilities encroach upon private property or extend outside the right-of-way location designated in the permit without authorization;

C. the construction, design, or configuration of the facilities does not comply with applicable local, state, or federal laws or regulations;

D. the construction, installation, repair, relocation, or upgrade is conducted in a manner that damages public property or another public service provider's facilities;

E. the facilities are not capable of being located or maintained using standard practices;

F. the facilities are placed in an area that interferes with another public service provider's existing facilities;

G. above-grade facilities are placed in an existing or proposed sidewalk; or

H. at-grade facilities are placed in an existing or proposed sidewalk when they can be reasonably placed outside the existing or proposed sidewalk.

ARTICLE IX

MAINTENANCE OF THE PUBLIC RIGHT-OF-WAY

Section 9.01 Two-Year Maintenance Period

All construction performed under any permit granted to a permittee by the City under this ordinance must be maintained to the satisfaction of the City for two years after substantial completion of construction or repair.

Section 9.02 Restoration Work

Work performed within the public right-of-way and outside the limits of the pavement, that includes, but is not limited to, the surface, underground infrastructure, irrigation system, landscaping, signage, or sidewalks is subject to the two-year maintenance period. Should the City reasonably determine, within two years from the date of the completion of work, that additional restoration work is required, the permittee shall perform such additional restoration work to the satisfaction of the City within 30

days after the City gives written notice to the permittee to correct the damage, defect, or other problem. If the restoration work is not completed within 30 days, the work may be performed by the City at the provider's expense. The permittee shall notify the City at least 48 hours before commencing any repair operations. If a construction or excavation site is subsequently disturbed by another party, including another permittee or the City, any continuing obligation to maintain the overlapping area shall cease. If the site is disturbed by another permittee, then that permittee shall be subject to the maintenance period for the overlapping area.

Section 9.03 Settling of Backfill

The City shall notify the permittee in writing if the backfill on a permitted pavement cut or excavation settles at any time during the two year maintenance period, causing subsidence in the pavement of one-half inch or more, vertically measured in any three foot horizontal direction. Upon notification, the permittee shall commence repair work within 10 days and notify the City 48 hours in advance of commencement of the repair work. If the repair work is not commenced within 10 days, the repair work may be performed by the City at the provider's expense.

Section 9.04 City's Decision Binding

The decision of the City as to the necessity of correcting any damage, defect or other problem is binding on all parties.

Section 9.05 Coverage Area

All damage caused directly or indirectly to the public right-of-way surface or subsurface outside the construction area will be regarded as part of the construction and must be included in the total area repaired.

Section 9.06 Failure to Repair or Restore

Upon failure of the permittee to perform any such repair or restoration work described in this Article, the City may repair such portion of the public right-of-way as may be required. The permittee or public service provider shall reimburse the City for the actual direct and indirect costs of the repair work.

ARTICLE X

MAINTENANCE OF PUBLIC SERVICE PROVIDER'S FACILITIES

Section 10.01 Maintenance of the Public Service Provider's Facilities

Public Service Provider's facilities located within the right-of-way shall be maintained in good repair. Good repair includes, but is not limited to, the following:

A. Location markers shall be no greater than five degrees from vertical.

B. Location markers shall not be rusty and shall be legible.

C. Ground-mounted utility boxes shall not be broken or have missing covers.

D. Temporary repairs shall not remain in place for more than 15 working days, unless otherwise agreed to by the City.

E. Screening fences, landscaping, and irrigation systems shall be maintained in accordance with the City's Unified Development Code.

F. Painted structures and facilities shall be maintained such that the paint is not peeling, chipping, or faded.

G. Damaged/replaced poles shall be removed completely from the right-of-way and repairs made to the area the poles are removed from. Repairs to the area around the damaged/replaced pole shall be of the same material as that of the area immediately surrounding the damaged/replaced pole.

H. Debris from construction or replacement of poles or other facilities shall be removed in a timely manner.

ARTICLE XI

EMERGENCY REPAIRS

Section 11.01 Emergency Repair During Construction in Right-of-Way

If the City determines during construction that an emergency repair to a public right-of-way is necessary to correct a situation that is hazardous to the public, the City shall immediately notify the permittee. If the permittee does not commence the emergency repair within 24 hours, the City may, with sole discretion, cause performance

of such emergency repair work as is necessary to correct the hazardous situation. The permittee, or public service provider, shall reimburse the City for the actual direct and indirect cost of the work necessary to correct the hazardous situation. The permittee shall maintain the emergency repair until the permittee completes construction and final repairs.

Section 11.02 Emergency Repair for Existing Facility in Right-of-Way

If the City determines that a problem with a public service provider's existing facility in a public right-of-way requires an emergency repair to correct a situation that is hazardous to the public, the City shall immediately notify the public service provider. If the public service provider does not commence the emergency repair within 24 hours, the City may, with sole discretion, cause performance of such emergency repair work as is necessary to correct the hazardous situation. The public service provider shall reimburse the City for the actual direct and indirect cost of the work necessary to correct the hazardous situation. The public service provider shall maintain the emergency repair until the public service provider completes construction and final repairs.

ARTICLE XII

PUBLIC IMPROVEMENT COORDINATION

Section 12.01 Public Improvement Coordination

Whenever the City deems it necessary to remove, alter, change, relocate, or adapt the underground or overhead facilities of a public service provider in the public right-of-way due to the City's reconstruction, widening, or straightening of streets; placement or replacement of water, wastewater, or storm water facilities; installation of traffic signals, traffic signs, and streetlights; or construction of any other City public improvement project, the public service provider that owns the facilities shall conform its facilities to the City's project.

Section 12.02 Relocation

The facilities must be conformed, at the public service provider's expense, within 120 days after the City issues notice to the public service provider, unless a different conformance schedule for the work is approved by the City.

Section 12.03 Abandonment

Facilities of a public service provider that are not conformed within the 120-day notice period or within the approved schedule will be deemed abandoned, and the City, and any person working under contract with the City, will not be liable for any damage to or destruction or removal of the facilities, or for any interruption or termination of service through the facilities, caused by the activity of the City, or its contractors, described in this Article.

Section 12.04 Permit Required

A person performing construction within the public right-of-way for the purpose of conforming facilities at the request of the City in advance preparation for a public improvement project shall obtain a permit under this ordinance.

Section 12.05 Maintenance of Construction Area

The permittee shall maintain the construction area in accordance with Article IX or until the work order authorizing the construction of the public improvement project is issued by the City, whichever comes first.

ARTICLE XIII

EFFECTIVE DATE

Section 13.01 Effective Date

A. The effective date of this ordinance shall be ten days after enactment and publication.

B. Any permit issued prior to the effective date will remain subject to the terms and conditions of City procedures in effect at the time of issuance of the permit and is not affected by this ordinance, except that, upon expiration or conclusion of the permit, a new or renewal permit must be obtained in accordance with this ordinance.

ARTICLE XIV

INDEMNITY

Section 14.01 Indemnity

A. EACH PERSON PLACING FACILITIES IN THE PUBLIC RIGHT-OF-WAY SHALL PROMPTLY DEFEND, INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ALL DAMAGES, COSTS, LOSSES OR EXPENSES:

1. FOR THE REPAIR, REPLACEMENT, OR RESTORATION OF CITY'S PROPERTY, EQUIPMENT, MATERIALS, STRUCTURES, AND FACILITIES WHICH ARE DAMAGED, DESTROYED OR FOUND TO BE DEFECTIVE AS A RESULT OF THE PERSON'S ACTS OR OMISSIONS; AND

2. FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, CAUSES OF ACTION, AND JUDGMENTS FOR:

a. DAMAGE TO OR LOSS OF THE PROPERTY OF ANY PERSON (INCLUDING, BUT NOT LIMITED TO, THE PERSON, ITS AGENTS, OFFICERS, EMPLOYEES AND SUBCONTRACTORS, CITY'S AGENTS, OFFICERS AND EMPLOYEES, AND THIRD PARTIES); AND/OR

b. DEATH, BODILY INJURY, ILLNESS, DISEASE, LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON (INCLUDING, BUT NOT LIMITED TO, THE AGENTS, OFFICERS AND EMPLOYEES OF THE PERSON, PERSON'S SUBCONTRACTORS AND CITY, AND THIRD PARTIES), ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE NEGLIGENT OR WILLFUL ACT OR OMISSIONS OF THE PERSON, ITS AGENTS, EMPLOYEES, AND/OR SUBCONTRACTORS, IN THE PERFORMANCE OF ACTIVITIES PURSUANT TO THIS ORDINANCE.

B. THIS INDEMNITY PROVISION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

C. **THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY.**

D. **A PERMITTEE WHO IS A CERTIFICATED TELECOMMUNICATION PROVIDER AS DEFINED IN CHAPTER 283, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, SHALL GIVE THE CITY THE INDEMNITY PROVIDED IN SECTION 283.057, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED.**

E. This section is not applicable to certificated telecommunications providers. Certificated telecommunications providers shall indemnify the City pursuant to Chapter 283 of the Texas Local Government Code, as amended.

ARTICLE XV

SEVERABILITY

Section 15.01 Severability

The provisions of this ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, illegal or otherwise inapplicable, in whole or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new or revised provisions in compliance with the authority's decision or enactment.

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 Two Thousand and No/100 Dollars ($2,000) 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 _____

PUBLIC RIGHT-OF-WAY PERMITTING AND CONSTRUCTION MANUAL

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ATTACHMENTS

Public Service Provider Registration Form
Public Right-of-Way Construction Permit Application
Cut and Restore Pavement Detail

1
INTRODUCTION

Because of the increasing number of facilities in the public right-of-way, the City has adopted a Right-of-Way Ordinance and developed this manual in order to guide and manage the use of the public right-of-way. This manual is intended to provide technical criteria and details necessary to implement the provisions of the Right-of-Way Ordinance.

2
CONSTRUCTION PERMITTING PROCEDURE

2.1 Permitting Process

Prior to obtaining a permit to perform construction within the public right-of-way, a public service provider must first register with the City of Arlington in accordance with Article IV of the Right-of-Way Ordinance. A copy of the registration form is included with this document. Additional information regarding registration for construction within the public right-of-way may be obtained by contacting the Engineer of the Day in the Department of Community Development and Planning at (817) 459-6502.

Prior to performing construction within the public right-of-way, the public service provider, or its authorized representative, is required to obtain a permit from the City in accordance with Article V of the Right-of-Way Ordinance. Additional information regarding permitting may be obtained by contacting the The Engineer of the Day in the Department of Community Development and Planning at (817) 459-6502.

All new submittals for permit shall contain a completed application, two 11” x 17” sets of construction plans, and a digital file of the plans in .pdf format. In addition, a storm water pollution prevention plan, traffic control plan, and trench safety plan may also be required. All submittals shall be in accordance with the subsections below.

Revised plans addressing review comments shall be resubmitted with a copy of the original permit application and shall be clearly marked as “resubmittal”.

2.2 Permit Application

The permittee is required to complete the Public Right-of-Way Construction Permit Application. A copy of the application is included with this document.

Construction must begin no later than 90 days after the permit has been issued, or as otherwise extended. Otherwise, the permittee will need to resubmit a new permit application.

For any work within the State right-of-way, the public service provider shall provide evidence of permit from the State within one week of receipt of permit. In all cases, evidence of permit must be provided a minimum of 48 hours prior to construction.

2.3 Construction Plan

The construction plans shall show the following:

1. The location of the facility being permitted.

2. The limits of the proposed work on 11" x 17" paper at no less than 1" = 100', unless otherwise approved.

3. The location of all existing and proposed public facilities, including City water lines, storm drainage facilities, and sanitary sewer lines in relation to all proposed utilities, if there is a potential for conflict. Construction drawings for existing and proposed public facilities may be viewed in the City of Arlington Map Room on the first floor of City Hall. The elevation of the existing and proposed public facilities shall be noted, or a profile shown, in relation to the proposed utility line, if there is a potential for conflict. The plans shall indicate how potential conflicts will be avoided.

4. The location of the City's underground electric and communication lines for streetlights and traffic signals. The permittee shall contact the Public Works Department at (817) 459-6350 for streetlight information and (817) 459-5400 for signal information.

5. Detail of proposed facility installation, i.e., pipe size, depth and dimensions of occupied space. If a utility structure is proposed, dimensions, type, and location shall be indicated on the plans.

6. Pavement removal and replacement limits for street cuts, when allowed.

7. The length and depth of all bores.

   A. All concrete driveways and streets shall be bored. The length of the bore must be sufficient for meeting the fully improved (ultimate) roadway width as specified in the City of Arlington Thoroughfare Development Plan, unless right-of-way to do so is not available.

   B. No pavement cuts in newly constructed, reconstructed or resurfaced (greater than one inch) asphalt streets shall be made for 60 months after the completion of the street work.

9. Detailed drawings of any bores, trenches, handholes, manholes, vaults, switch gears, transformers and pedestals, including depth.

10. The location of all trees and shrubs within the right-of-way and the landscape protection measures.

11. Complete legend of drawings.

Exceptions may be requested in accordance with the Ordinance.

2.4 Storm Water Pollution Prevention Plan

The permittee shall submit two sets of a Storm Water Pollution Prevention Plan in cases where stream/creek crossings are open cut. A four-foot vertical clearance below the bottom of the proposed stream bed or drainage facility is required. The permittee shall contact the Department of Public Works and Transportation Stormwater Division for future improvements to the stream/creek, which may impact the proposed alignment.

In all other cases, the permittee is required to implement erosion control measures for construction activities in accordance with the Storm Water Pollution Control Ordinance of the City Code, as amended, and other City ordinances, state laws, and federal regulations. The following pollution prevention measures shall be used where applicable:

1. Avoid placing structural pollution prevention controls in the floodway.

2. Trap/contain boring "mud" or waste material to prevent flow in the street and/or storm drain system through the use of a vacuum excavator, or equivalent method.

3. Remove construction debris and trash daily.

4. Place erosion control matting, hydromulch seeding or sod on bare ground as soon as possible, but no later than 14 days after completion of construction work.

5. Clean sediment from streets and other paved surfaces. Sediment shall be removed by sweeping and not by washing into the storm drain system.

2.5 Traffic Control Plan

Any work that may impact traffic flow or result in lane closures in streets will require a traffic control plan and the closures shall comply with the most current edition of the *Texas Manual on Uniform Traffic Control Devices*. The permittee shall indicate on the permit application if a lane closure is required. It is the permittee's responsibility to submit and obtain approval of a site specific traffic control plan from the Department of Public Works and Transportation Traffic Engineering Division. In addition:

1. A permittee shall not cause or allow interference with traffic flow on any street included in the Thoroughfare Development Plan during the hours of 7:00 a.m.

through 9:00 a.m. and 4:00 p.m. through 6:00 p.m. Monday through Friday. If construction on a partially closed street stops for the day, all lanes must be reopened to traffic, unless an extended time of closure is expressly granted by the City.

2. All construction in street right-of-way within an area bound by Lamar Boulevard, Cooper Street, Abram Street, and SH 360 shall be completed three hours prior to the start time of any event at AT&T Stadium and Globe Life Park in Arlington. Any traffic lanes closed shall be opened and functional. Any work that may impact any Convention Center event shall be coordinated to minimize traffic conflicts and street closures.

2.6 Trench Safety Plan

Trench safety systems shall meet or exceed U.S. Occupational Safety and Health Administration Standards.

3
CONSTRUCTION REQUIREMENTS

3.1 Notification to the City and Work Hours

1. Once a construction permit is issued, permittee shall give the Department of Public Works and Transportation a minimum notice of 48 hours prior to commencing work so that a City of Arlington inspector may be assigned.

2. Except in the case of an emergency, no work shall be permitted during the following times unless authorized in writing by the City:

   a. During the hours of 6:00 p.m. to 7:00 a.m. Central Standard Time.

   b. During the hours of 8:00 p.m. to 7:00 a.m. Central Daylight Savings Time.

3. The City may require that the work occur overnight when necessary to expedite construction and minimize disruption to traffic.

3.2 Notification to the Public

The following notification procedures apply if it is necessary to close, in whole or in part, a public right-of-way:

1. For any closure of a traffic lane or blocking of a sidewalk or alley lasting one day or less, the person performing the work on behalf of the public service provider shall conspicuously mark their vehicle with the company name and telephone number.

2. Any closure of a traffic lane or blocking of a sidewalk or alley lasting longer than one day must be identified by a 3 foot by 3 foot sign that is clearly legible to the traveling public. The sign must be posted at or in close proximity to the work site and must contain:

   A. The name of the public service provider;

   B. The name of the company performing the construction; and

   C. A local 24-hour contact person and telephone number.

3. The requirements above are in addition to any signs, barricades, or warning devices required by law or ordinance. The sign information listed above may be included on barricades or warning devices.

4. When permitted construction will last longer than two weeks, the permittee will give written notification to all adjacent property occupants by conspicuously posting the notification on e ach adjacent property at least 72 hour s before commencement of construction, unless the City determines that an emergency exists.

3.3 Existing Facility Locates

Prior to construction, the contractor shall obtain utility locates by utilizing one of the following:

Texas One Call System	811 or 1-800-344-8377
Lone Star 811	1-800-669-8344

The following divisions within the City of Arlington are not members of a one call system and shall be notified at least 2 working days prior to construction so that locates may be marked:

Water Utilities	
Water Distribution/Wastewater Collection	817-459-5900
Department of Public Works and Transportation	
Streetlights	817-459-6350
Signals/Warning Flashers	817-459-5400
Technology Services	
Communication Systems	817-459-6550
Parks Department	
Median and Parkway Irrigation	817-575-8308

3.4 Street Cuts and Excavation

The removal of portions of existing pavement, drives, slabs, and sidewalks shall require full depth sawcut by the use of a power driven saw. Where concrete removal is approved, locations of the removal shown on the plans are indicative only of the need for a sawcut. The removal shall coincide with an existing sawed joint, construction joint, or expansion joint, removal shall be to existing joint. Concrete replacement shall be in accordance with the city's Cut and Restore Pavement Detail (attached).

In the event that it is necessary to place a temporary surface on any cut opening, the temporary surface shall be composed of hot mix asphalt or cold mix paving materials. Gravel or flexbase surface material shall not be used as a temporary surface on any cut. Temporary surfaces shall be adequately compacted to prevent deterioration of repair during the temporary period.

If a pavement cut is to be covered, the permittee shall use steel plates, or equivalent plates, of sufficient strength and thickness to support all traffic. Plates must be sufficiently secured in place so as not to become dislodged or in any way cause a hazard to traffic. Asphalt transitions must be placed as required to provide a smooth riding surface. Plates must be marked with the name of the person performing the construction and with a local 24 hour contact number that can be used in case of an emergency, unless a sign identifying the contractor is posted at or in close proximity to the work site.

Any temporary riding surface that deteriorates or fails to meet the requirements of these specifications shall be removed and replaced at the City's discretion and at the permittee's expense.

3.5 Installation

1. Facility Spacing Requirements

All facilities installed under pavement shall be buried to a minimum depth of 48 inches under top of pavement for the fully improved ultimate roadway width. This measurement shall be made from the existing or proposed top of pavement, whichever is lower. For this section, proposed improvements are defined as any facility with a designated location and elevation as shown on available construction plans. In the parkway, the facilities shall be buried a minimum of 24 inches. These stipulations are with the condition that additional depth may be necessary due to other constraints or utilities. Requirements for utility structures are provided in Section 5.04 of this Ordinance. Upon written request, an exception may be granted.

A. All facilities that cross existing drainage facilities, sanitary sewer, or water mains shall either be buried under the existing pipes with a two foot minimum vertical clearance at the underside of the existing pipes, or be placed above the existing pipes with a two foot vertical clearance at the top of the existing pipe. In either case, the proposed facility must be 48 inches under top of pavement. The location

and elevation of all crossed existing utilities must be potholed prior to installation of new facility.

B. All facilities that cross proposed storm sewer, sanitary sewer or water mains shall have a galvanized steel or PVC (not less than Schedule 40) encasement, or approved equivalent, and have a two foot minimum clearance on any side of the proposed facility. In lieu of the encasement, the facility may be buried five feet below the proposed pipe.

C. All facilities that run parallel to an existing or proposed drainage facility, sanitary sewer, or water main shall have a three foot minimum horizontal clearance from the exterior face of the pipes or manholes. Please note that the elevation of the individual lateral services of these pipes may vary. All conduit must be two feet below all lateral service pipes.

2. Landscape Protection Requirements

The proposed facility route shall be designed to minimize damage to trees or landscaping.

A. All trees within street medians must be bored 72 inches below the existing ground. Boring shall enter and exit at least 24 inches outside of the drip of the tree. The drip line is an imaginary line that extends from the tree's outer branches and leaves, directly to the ground.

B. Should work need to be performed near a tree, a temporary construction fence shall be erected 12 inches outside the drip line of the tree. The fenced area shall not be entered during the time of construction and the fence shall not be removed for any reason until the work is complete.

C. Permittee shall be responsible for any damage to public or private landscaping and sprinkler systems.

3. Trenchless Technology/Boring Requirements

In using trenchless technology or boring, the following applies:

A. Prior to construction, all existing public facilities shall be physically located in the field when crossing over or under water lines, sanitary sewer, or storm drains or where the existing facility is running in the same direction and is within 5 feet of the proposed facility.

B. Construction shall be made in such a manner that will minimize interference with vehicular traffic and shall not weaken or damage the existing street.

1. The location of the boring pits shall be a minimum of five feet from the roadway to prevent undermining of the curb, gutter, or shoulder section.

2. The pit shall be dug to a depth sufficient to maintain a minimum boring depth of 48 inches below the traffic surface. Jetting types of boring equipment are not allowed.

3. All overcutting shall be remedied by pressure grouting the entire length of the installation.

4. The pits or trenches excavated to facilitate this operation shall be backfilled and compacted immediately after work is completed.

C. The contractor shall be able to locate the bore head at all times in accordance with the latest technologies and provide the location of the bore upon request.

D. All directional boring shall have the locator place bore marks and depths while the bore is in progress. Locator shall place a mark at each stem with a paint dot and indicate the depth at every other stem.

3.6 Backfill

Backfill of all trenches and bore pits shall begin immediately following installation of the new facility in accordance with the attached detail and the following requirements:

1. All loose concrete, rocks, roots, trash and other debris shall be removed from the excavation prior to any backfill being placed.

2. Backfill material shall consist of the native material obtained from the street excavation unless, in the opinion of the City, this material is unsuitable for use.

3. All backfill material shall be compacted in lifts of loose depth not exceeding 8 inches and compacted to at least 95% of Standard Proctor Density at optimum moisture content, +\- two percentage points, as determined by ASTM D698.

4. Instead of backfilling with excavated material, the contractor may backfill with flowable backfill material. In addition, the City may require any entity or contractor to use flowable fill to backfill an excavation in the public right-of-way in the interest of preserving the public convenience or safety. Flowable type backfill shall have a compression strength of 1500 PSI.

5. The City may perform, or have performed, any material test on compaction. The permittee shall notify the city inspector 24 hours prior to completion of backfill.

6. If the tests on the backfill do not meet the above requirements, the backfill shall be considered unacceptable and shall be removed and replaced. The permittee shall bear the cost of all corrections and subsequent testing if the backfill is deemed unacceptable.

3.7 Restoration

The requirements of this section govern the restoration of public right-of-way surfaces within the City. For those restoration activities not covered here, the applicable provisions of the *Standard Specifications for Public Works Construction - North Central Texas Council of Governments* will govern.

A permittee performing construction in the public right-of-way shall restore the public right-of-way to a condition that is equal to or better than the condition prescribed in this manual or other applicable City design and construction standards. Restoration work must be performed to the satisfaction of the City.

Restoration work to the public right-of-way must include, but is not limited to, the following:

1. Shrubs damaged by the permittee shall be mitigated and offset by planting the same species and size of shrub. Mitigation of canopy and ornamental trees will be assessed by the City Forester and cost of damages will be based on t he International Society of Arboriculture's *Guide For Plant Appraisal*. Cost of damages shall be paid to the City.

2. Sod shall be used for turf replacement and shall match existing adjacent type. Ruts shall be removed and the topsoil shall be prepared to provide a smooth surface free of rock and gravel. Irrigation systems shall be repaired to pre-construction condition and extent.

3. The permittee shall reference the City's Median Landscaping Guidelines and/or the 2001 Forestry Master Plan available from the Parks and Recreation Department for standard details and specifications for landscaping and irrigation repair or replacement.

4. Installation or reinstallation of all manholes and handholes, as required by the City.

5. Backfilling and compaction of all completed bore pits, potholes, trenches, or other holes must be performed on a daily basis, or provide proper protection according to the Occupational Safety and Health Administration standards.

6. All subgrade, streets, sidewalks and alleys shall be restored as provided in the attached detail.

7. Leveling of all trenches and disturbed areas.

8. Restoration of any damaged traffic control devices, including but not limited to, imbedded loop detectors, pavement markings, underground conduits and signs.

9. All location flags must be removed during the clean up process at the completion of the work.

10. Restoration of special street, sidewalk, or drive approach surfaces must be done so that the restoration matches the color, texture, and pattern of the surrounding special surfaces.

11. Restoration must be made in a timely manner. If restoration is unsatisfactory or not performed in a timely manner, then all of the permittee's work on the project in question will be halted, and no additional permit will be issued until the restoration is completed to the satisfaction of the City. Any hold on the permittee's work will include work previously permitted but not completed.

3.8 Exceptions

The City must approve any exceptions to these provisions. Failure to construct facilities in accordance with the ordinance may result in correction of the defects by the City, with all restoration and repair performed at the permittee's expense.

CITY OF ARLINGTON
PUBLIC SERVICE PROVIDER REGISTRATION
FOR CONSTRUCTION IN PUBLIC RIGHTS-OF-WAY

In order to protect the public health, safety and welfare, all public service providers desiring to use the public rights-of-way shall register with the City of Arlington. Registration in accordance with the Right-Of-Way Management Chapter of the Code of the City of Arlington shall be in the name of the public service provider who will own the facilities. Registration must be renewed every five years. If expired registration is not renewed within 60 days of notice, the City shall cease to issue permits until the registration is renewed. If the public service provider fails to renew registration within 180 days of the above referenced notification, the facilities of the public service provider may be deemed to have been legally abandoned. When any information provided for the registration changes, the public service provider shall inform the City of the change no more than 30 days after the date the change is made.

Compliance with this registration requirement does not grant Applicant the right to construct in the public rights-of-way. Applicant must be either a Certificated Telecommunications Provider under Chapter 283 of the Texas Local Government Code, Cable and/or Video State-Issued Franchisee under Chapter 66 of the Texas Utilities Code, or have a franchise or license agreement with the City. Applicant must obtain a separate construction permit for specific work to be completed in public rights-of-way.

A. Public Service Provider Information:

Company Name: _____

Address: _____

Business, Assumed, or Trade Names used within past 5 years: _____

Contact Person: _____

Address: _____

Telephone: _____

B. Authority to be in Right-of-Way

1. Has applicant been issued a certificate of convenience and necessity, certificate of operating authority or service provider certificate of operating authority by the Public Utility Commission of Texas to offer local exchange telephone service? If so, please attach a copy of such certification.
   [ ] Yes [ ] No

2. Has applicant been issued a Cable and/or Video State-Issued Certificate of Franchise Authority by the Public Utility Commission of Texas to offer cable and/or video service? If so, please attach a copy of such certification.
   [ ] Yes [ ] No

3. Does Applicant have a franchise, license or other agreement to place facilities within the City of Arlington's Rights-of-Way? If so, please attach a copy of the agreement.
   [ ] Yes [ ] No

C. Insurance Requirements. Attach a certificate of insurance providing proof of coverage as set forth below:

A public service provider shall obtain and maintain insurance throughout the time it has facilities in the public right-of-way. The City reserves the right to review the insurance requirements, and to reasonably adjust insurance coverage and limits. Pursuant to Section 53.064 of the Texas Utilities Code and for purposes of this subsection, the City will accept certificates of self-insurance issued by the State of Texas or letters written by the public service provider in those instances where the State does not issue such letters, which provide the same coverage as required herein. However, certificates of self-insurance must be approved in advance by the City. For the City to accept such letters, the public service provider must demonstrate by written information that it has adequate financial resources to be a self-insured entity as reasonably determined by the City, based on financial information requested by and furnished to the City. Proof of existing insurance shall comply with the following requirements:

<u>Workers' Compensation and Employer's Liability Insurance</u>

Workers' Compensation	Statutory Limit
Employer's Liability	$1,000,000 Each Accident $1,000,000 Disease–Each Employee $1,000,000 Disease–Policy Limit

<u>Liability Insurance</u>

Commercial General Liability (No standard coverages are to be excluded by endorsement. XCU and contractual liability are not to be excluded.)	$1,000,000 Per Occurrence/ $2,000,000 Aggregate

<u>Automobile Liability Insurance</u>

Commercial Auto Liability (including coverage for owned, hired, and non-owned autos)	$1,000,000 Combined Single Limit

<u>Umbrella Liability</u>

(Following Form and Drop Down Provisions Included)	$5,000,000 Each Occurrence

Any combination of underlying coverages providing equal or better liability limits is acceptable.

In addition to the above requirements, the insurance shall:

1. be written with the City of Arlington as an additional insured except on Workers Compensation and Employer's Liability Insurance.

2. provide for 30 days' notice of cancellation to the City, for nonpayment of premium, material change, or any other cause.

3. 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 a Best Rating of no less than A:VII.

4. waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Arlington. It being the intention that the required insurance policies shall protect all parties and be primary coverage for all losses covered by the policies.

5. provide that notice of claims shall be provided to the City by certified mail.

The policy clause "Other Insurance" shall not apply to the City if the City is an additional insured under the policy.

A certificate of insurance providing proof of coverage shall be provided to the City with the registration form.

D. Bonding Requirements. Provide Performance, Payment and Maintenance Bonds for the construction work to be performed in the rights-of-way for the upcoming year as set forth below:

Each year, the public service provider shall, without cost to the City, provide Performance, Payment and Maintenance Bonds for the construction work anticipated to be performed in the public rights-of-way in the upcoming year. Each bond shall be in the amount of the estimated costs to restore the public rights-of-way for the work anticipated to be done in that year. The Performance Bond shall be conditioned upon the faithful performance of the work in the public rights-of-way. The Payment Bond shall be conditioned upon payment of all persons supplying labor or furnishing materials for said work. The Maintenance Bond shall guarantee the work for two years from the date of its completion. Each bond shall be executed by a surety company authorized to do business in the State of Texas and acceptable to the City.

A public service provider may submit a written request for a waiver from the above-referenced bonding requirements.

1. The request shall set forth in detail the public service provider's performance history in the City demonstrating a record of at least four year's performance of work in the public right-of-way free of currently unsatisfied claims for damage to the right-of-way.

2. Within 30 calendar days of receipt of a written request for a waiver, the City shall grant a waiver to the bonding requirements upon a finding that the public service provider has demonstrated a record of at least four year's performance of work in the public right-of-way free of currently unsatisfied claims for damage to the right-of-way.

3. The waiver for bonding requirements may be revoked by the City based upon the provider's or the provider's contractor's performance of work within the right-of-way.

E. The above requirements may be met by service providers with a current franchise or license if their current franchise or license adequately provides for insurance or bonds or provides an indemnity in favor of the City.

"I hereby certify or affirm that all information provided is true and correct as of the date of this statement, and I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Budget Office of the City of Arlington, Texas, as changes occur."

_____
Affiant Signature

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, 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/she executed same for and as the act and deed of _____ 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 _____, 201_.

_____
Notary Public In and For The State of Texas

_____
My Commission Expires

_____
Notary's Printed Name

CITY OF ARLINGTON
PUBLIC RIGHT-OF-WAY/EASEMENT CONSTRUCTION PERMIT APPLICATION

The undersigned hereby makes application for a permit covering the work at:

Location: _____
(*Street addresses, Street limits/block, Subdivision*) ☐ In Right-of-Way ☐ In Easement

Purpose: _____
(Provide brief description of work. For example: Install new facilities to serve new development, lowering of existing facilities, etc.)

Project Number (if applicable): _____

Service Provider (✓): **ONCOR** ☐ **Atmos Gas** ☐ **Time Warner** ☐ **ATT** ☐ **Natural Gas Pipeline** ☐
Other ☐ _____ **(Print Company Name)**
(If Other, Company must register with the City prior to submitting permit)
Seismic: ROW ☐ **Geophone Only** ☐

Utility Structure Included? Yes ☐ No ☐ (Structure Permit required for facilities greater than 20 C.F. in volume)

Service Provider Contact Name: _____

Service Provider Contact Number: _____ Email: _____

Through the Contractor acting as an agent, the Service Provider shall perform all work in the public right-of-way/public easements in accordance with City ordinances, specifications, and standards as they apply to such work. No change shall be made to the plans under this permit without prior written approval from the City. Contractor must obtain a permit prior to commencing work.

CONTRACTOR TO COMPLETE THE FOLLOWING:

- **Is lane closure required for proposed work? (yes/no) _____**
  If yes, the contractor shall submit a site specific traffic control plan in accordance with the City's Work Area Traffic Control Manual to the City's Traffic Engineering Manager (817-459-6376). Traffic Engineering is located at 1011 W. Main Street. The application form for lane closure is available at City Hall, Public Works Department front desk. Approval must be obtained prior to lane closure.
- Contractor must obtain locates prior to construction. **Give 2 Working Days Notice**. Contact the following for locates:

Water & Sanitary Sewer	817-459-5900
Signals/Flashers/Street Lights	817-459-5434
Information Technology	817-459-5434
Median/ROW (_____)	817-575-8308

- **Contractor must call City of Arlington Right-Of-Way Permit Inspector, Tabb Hendrick at 682-472-6373 at least 48 hours prior to beginning construction.**
- **Contractor must provide SIX PLAN SETS. The City of Arlington cannot provide copies for the applicant.**
- **A copy of this permit must be maintained on site at all times.**

_____/_____
Estimated Begin/Completion Dates

_____ Contractor's Name (please print clearly)

_____ Contractor's Company Name

_____ Contractor's Phone Number(s)/Email Address

_____ Contractor's Company Street Address

_____ Contractor's Signature/Date

_____ Company City/State/Zip Code

SPECIAL CONDITIONS AND/OR RESTRICTIONS FROM CITY ENGINEER:

_____

_____

ACCEPTED: _____ **DATE:** _____

PERMIT NO. _____ **PLAN NO.** _____

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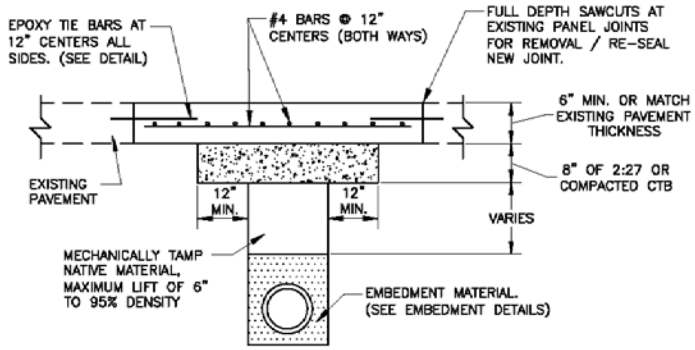
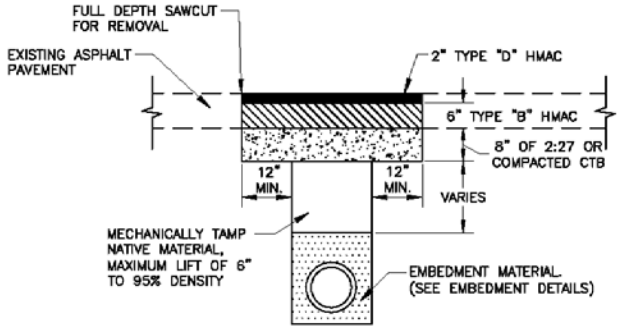
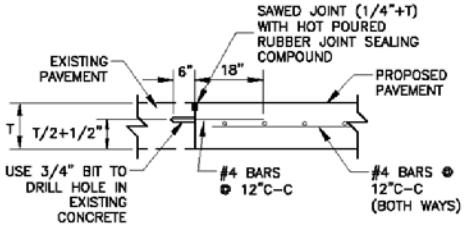


CONCRETE STREET
(FULL PANEL REPLACEMENT)
NTS



ASPHALT STREET
NTS



EPOXY TIE-BAR (DETAIL)
NTS

NOTES:

1. A SAW SHALL BE USED TO CUT ASPHALT OR CONCRETE FULL DEPTH PRIOR TO OPENING THE DITCH IN ORDER TO INSURE A NEAT STRAIGHT EDGE. BROKEN OR SPALLED EDGES WILL BE RE-SAWED FULL DEPTH BETWEEN JOINTS OR FULL LENGTH OF CUT.
2. CTB – CEMENT TREATED BASE (CONTAINS AGGREGATE) MATERIAL SHALL BE MECHANICALLY TAMPED.
3. ALL CONCRETE PAVEMENT SHALL BE 6-SACK CONCRETE MIX.
4. ALL CONCRETE PAVEMENT MUST BE VIBRATED.
5. ALL CONCRETE PAVEMENT MUST BE BAKER BROOM FINISHED.
6. WHITE PIGMENT CURING COMPOUND MUST BE USED FOR ALL CONCRETE PAVEMENT.
7. ALL MATERIALS AND CONSTRUCTION TO MEET CITY OF ARLINGTON STANDARD SPECIFICATIONS.

EXISTING STREET BACKFILL & REPAIR
NTS

CITY OF ARLINGTON, TEXAS

EXISTING BACK FILL & REPAIR

DATE:	SCALE: NTS	SHEET ___ OF ___
DESIGNED BY:	DRAWN BY:	CHECKED BY:

Staff Report

Resolution Authorizing the Texas Coalition for Affordable Power to Negotiate an Electric Supply Agreement	
City Council Meeting Date: 03-22-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Texas Coalition for Affordable Power (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity.

PRIOR BOARD OR COUNCIL ACTION

On December 7, 2010, the City Council authorized the Cities Aggregation Power Project (predecessor to TCAP) to negotiate an extension to the City's electric supply agreement.

On February 23, 2016 and March 1, 2016, the City Council tabled this resolution.

ANALYSIS

The City's current *Commercial Electricity Service Agreement* is through the Texas Coalition for Affordable Power (TCAP) and is effective through December 31, 2017. Pursuant to City Council direction, the attached resolution authorizes TCAP to negotiate an electric supply agreement for the Option 1 fixed-price, full-requirements contract at a price not to exceed 4.1 cents per kWh for a five year term which would go into effect January 1, 2018.

The authorizing resolution must be passed by the City Council by February 25, 2016. After TCAP member cities pass their authorizing resolutions and the size of the load is defined, TCAP's supplier will look for an opportunity to lock prices for the five-year term at or below the 4.1 cents per kWh benchmark. When that supply scenario is locked, each TCAP member city that passed the authorizing resolution must sign a contract for that power within 24 hours. The attached resolution authorizes Trey Yelverton, Gilbert Perales or Mike Finley or their designee to sign the agreement.

FINANCIAL IMPACT

Wholesale suppliers demand assurance that TCAP will pay for all contracted load, therefore, TCAP needs assurance that the City will budget for energy purchases in 2018-2022 and honor its commitments to purchase power for its electrical needs through TCAP during that time period.

ADDITIONAL INFORMATION

Attached:	Resolution
Under Separate Cover:	None
Available in City Secretary's Office:	None

STAFF CONTACT(S)

Teris Solis	David Barber
City Attorney	Assistant City Attorney
817-459-6878	817-459-6878
Teris.Solis@arlingtontx.gov	David.Barber@arlingtontx.gov

Resolution No. _____

A resolution authorizing the Texas Coalition for Affordable Power, Inc. (TCAP) to negotiate an electric supply agreement for five years for deliveries of electricity effective January 1, 2018; authorizing TCAP to act as an agent on behalf of the City to enter into a contract for electricity; authorizing execution of an electric supply agreement for deliveries of electricity effective January 1, 2018 and committing to budget for energy purchases in 2018 through 2022 and to honor the City's commitments to purchase power for its electrical needs in 2018 through 2022 through TCAP

WHEREAS, the City of Arlington, Texas (City) is a member of Texas Coalition For Affordable Power, Inc., a non-profit, political subdivision corporation dedicated to securing electric power for its more than 170 members in the competitive retail market; and

WHEREAS, TCAP has unique rights under Texas law to negotiate directly in the wholesale market and arrange separate contracts for power supply and retail services which provides TCAP leverage to achieve contract provisions that single city negotiations with a Retail Electric Provider (REP) would be unlikely to produce; and

WHEREAS, TCAP's geographic diversity across all four ERCOT zones produces an aggregated peak load that is lower than the total of individual peak loads of the individual TCAP members, allowing price benefits in the wholesale market that are not likely to be available to any given TCAP member alone; and

WHEREAS, TCAP and its predecessor organizations, Cities Aggregation Power Project, Inc. (CAPP) and South Texas Aggregation Project, Inc. (STAP), negotiated favorable contract terms that resulted in rebates from the wholesale supplier and reasonable commodity prices for delivered electricity since 2002 resulting in stable budgets for electricity for members; and

WHEREAS, commodity prices for electricity experienced significant volatility between 2002 and 2009, with prices ranging from 4 cents to over 13 cents per kWh, causing CAPP and STAP members to welcome a five year contractual commitment that came close to cutting the 2008 prices in half, with that contract being extended until December 31, 2017, with a negotiated price reduction of about 1 cent per kWh; and

WHEREAS, TCAP has become a forceful voice for consumer protections and market reform to benefit the public as well as cities and other political subdivisions; and

WHEREAS, TCAP is owned by its members and distributes monetary and other resources according to relative load size of members and is controlled by a 15 member Board of Directors, all of whom must be city employees of members who represent diversity in size and geography; and

WHEREAS, wholesale power prices within the deregulated Texas market are largely determined by the NYMEX gas futures prices for natural gas which are currently low and relatively stable, but which change daily; and

WHEREAS, daily price changes require retail customers to execute a contract immediately upon receipt of a favorable offer; and

WHEREAS, pursuant to Texas Local Government Code Section 252.022(a)(15) expenditures for electricity are exempt from competitive bidding requirements; and

WHEREAS, on any given day, TCAP is able to capture a favorable wholesale price for any period of time, comparable to or better than any given REP or broker; and

WHEREAS, TCAP intends to continue to contract with its current wholesale supplier, NextEra, because the relationship with NextEra is such that NextEra is willing, after it knows the size of a given load, to execute a contract at or below prescribed price and terms; and

WHEREAS, the City desires to execute a contract for electricity for the period beyond the expiration of its current contract on December 31, 2017, that locks-in favorable wholesale prices under the Option 1 fixed-price, full-requirements contract at a price not to exceed 4.1 cents per kWh; and

WHEREAS, TCAP will allow members six weeks from receipt of this resolution to consider whether to participate in this opportunity to contract for post-2017 electrical supply, and thereafter allow NextEra until June 30, 2016 to contract for power for five years at a price not to exceed 4.1 cents per kWh in the North zone; and

WHEREAS, wholesale suppliers demand assurance that TCAP will pay for all contracted load; and

WHEREAS, the City needs to assure TCAP that it will sign a Commercial Electric Supply Agreement (CESA) reflecting the contract extension and budget for energy purchases for the post-2017 period and honor its commitment to purchase power for its electrical needs for 2018 through 2022 through TCAP; NOW THEREFORE

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

I.

That the TCAP Board of Directors and its consultants and advisors are agents authorized to negotiate for the City's electricity needs as a member of TCAP for the period 2018 through 2022 at a price not to exceed 4.1 cents per kWh for the North and West zones.

II.

The City prefers to participate in the Option 1 fixed-price, full-requirements contract at a price not to exceed 4.1 cents per kWh.

III.

Assuming this resolution is passed before February 25, 2016 and NextEra is able to provide TCAP an opportunity prior to June 30, 2016 to contract for power to be delivered to members at a price not to exceed 4.1 cents per kWh for the North and West zones for supply Option 1 for the period January 1, 2018 through December 31, 2022, any one of the following individuals is hereby authorized to sign an electric supply agreement for the City within 24 hours of receipt of a contract that has been approved and recommended by the TCAP Board of Directors: Trey Yelverton, Gilbert Perales, or Mike Finley, or their designee.

IV.

That the City will commit to purchase power to meet all of its electricity needs eligible for competition pursuant to the TCAP approved supply agreement and approve funds necessary to pay electricity costs proportionate to the City's load under the supply agreement (whether wholesale or retail) arranged by TCAP and signed by TCAP's Executive Director or President or other TCAP representatives authorized by the TCAP Board.

V.

That a copy of this resolution shall be sent to Jay Doegey, Executive Director, TCAP, 15455 Dallas Parkway, Suite 600, Addison, Texas 75001 and Geoffrey M. Gay, legal counsel to TCAP at 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

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 _____

Staff Report

Notice of Intention to Issue City of Arlington, Texas Combination Tax and Revenue Certificates of Obligation, Series 2016B, and Combination Tax and Revenue Certificates Of Obligation, Taxable Series 2016C.	
City Council Meeting Date: 03-22-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution giving notice of intent to issue a maximum of $17,000,000 Texas Combination Tax and Revenue Certificates of Obligation, Series 2016B, and $15,000,000 Combination Tax and Revenue Certificates of Obligation, Taxable Series 2016C.

PRIOR BOARD OR COUNCIL ACTION

On February 23, 2016, City Council passed Resolution 16-032 approving and adopting the Capital Budget for FY 2016.

ANALYSIS

The issuance of a maximum $17,000,000 Combination Tax and Revenue Certificates of Obligation, Series 2016B, is scheduled for Tuesday, May 10, 2016. The results along with the final ordinance will be presented to the Mayor and City Council at the meeting that evening. The issuance of a maximum $15,000,000 Combination Tax and Revenue Certificates of Obligation, Taxable Series 2016C, is scheduled for Tuesday June 7, 2016. The results along with the final ordinance will be presented to the Mayor and City Council at the meeting that evening.

Pursuant to Subchapter C of the Texas Local Government Code Chapter 271, notice of the City's intent to issue the Certificates must be published in a newspaper of general circulation on the same day for two consecutive weeks, the first publication to be before a date that is 31 days before the date the Council adopts the ordinance authorizing the Certificates. The attached Resolution authorizes City staff to publish such notice in time for a May 10, 2016 and June 7, 2016 sale.

The list below identifies specific projects to be funded with the proceeds of the Certificates.

Certificates

- 2016B - Ditto Golf Course Renovation and Landfill
- 2016C – City Self Insurance (APFA)

FINANCIAL IMPACT

The overall tax rate with the issuance of the Certificates is projected to remain at .6480 cents per $100 of assessed value for FY 2016.

ADDITIONAL INFORMATION

Attached:	Resolution Notice of Intention to Issue
Under separate cover:	None
Available in the City Manager's office:	None

STAFF CONTACT(S)

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

Ethan Klos
Treasurer
817-459-6303
Ethan.Klos@arlingtontx.gov

RESOLUTION NO. _____

A RESOLUTION RELATING TO THE GIVING OF NOTICE OF INTENTION TO ISSUE CITY OF ARLINGTON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016B AND COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2016C AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Arlington, Texas (the "City"), pursuant to Subchapter C, Chapter 271, Texas Local Government Code, as amended, is authorized to issue its certificates of obligation for the purpose of paying contractual obligations to be incurred for the purposes set forth below; and

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue certificates of obligation should be published in accordance with the requirements of applicable law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS, THAT:

Section 1. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. The City Secretary of the City is hereby authorized and directed to issue separate notices of intention to issue certificates of obligation in substantially the following forms:

NOTICE OF INTENTION TO ISSUE CITY OF ARLINGTON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016B

NOTICE IS HEREBY GIVEN that on May 10, 2016, the City Council of the City of Arlington, Texas, at 6:30 p.m. at a regular meeting of the City Council to be held at the City Hall, 101 W. Abram, Arlington, Texas, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of not to exceed $17,000,000 principal amount of Combination Tax and Revenue Certificates of Obligation, in one or more series, for the purpose of paying contractual obligations incurred for the following purposes, to wit: (i) acquiring, developing, renovating and improving park and recreation facilities and open spaces for park and recreation purposes in and for the City, including municipal golf course facilities and including the acquisition of land therefor; (ii) designing, developing, constructing, improving and equipping the City's solid waste facilities, including the City's landfills ((i) and (ii) together, the "Project"); and (iii) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall bear interest at a rate not to exceed fifteen percent (15%) per annum, and shall have a maximum maturity date of not later than forty (40) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on this series of Certificates as due and to provide

for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City's waterworks and sewer system, such pledge of surplus revenues being limited to $1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Arlington, Texas.

GIVEN THIS March 22, 2016.

/s/ Mary Supino
City Secretary
City of Arlington, Texas

NOTICE OF INTENTION TO ISSUE CITY OF ARLINGTON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2016C

NOTICE IS HEREBY GIVEN that on June 7, 2016, the City Council of the City of Arlington, Texas, at 6:30 p.m. at a regular meeting of the City Council to be held at the City Hall, 101 W. Abram, Arlington, Texas, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of not to exceed $15,000,000 principal amount of Combination Tax and Revenue Certificates of Obligation, in one or more series, for the purpose of paying contractual obligations incurred for the following purposes, to wit: (i) to provide moneys to fund a self-insurance fund to protect the City and its officers, employees and agents from any insurable risk or hazard as permitted under Chapter 2259, Texas Government Code, as amended (the "Project"); and (ii) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall bear interest at a rate not to exceed fifteen percent (15%) per annum, and shall have a maximum maturity date of not later than forty (40) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City's waterworks and sewer system, such pledge of surplus revenues being limited to $1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Arlington, Texas.

GIVEN THIS March 22, 2016.

/s/ Mary Supino
City Secretary
City of Arlington, Texas

Section 3. The foregoing notices in Section 2 shall be published once a week for two consecutive weeks, the date of the first publication being not less than the thirtieth-first (31st) day prior to the dates set forth in the foregoing notices for passage of the ordinances authorizing the Combination Tax and Revenue Certificates of Obligation, Series 2016B and Combination Tax and Revenue Certificates of Obligation, Taxable Series 2016C. Such notices shall be published in a newspaper of general circulation in the area of the City of Arlington, Texas.

Section 4. That this resolution shall take effect from and after the date of its passage.

PRESENTED AND PASSED on this 22nd day of March, 2016 by a vote of ____ ayes and ___ nays at a regular meeting of the City Council.

_____
W. JEFF WILLIAMS, Mayor

ATTEST:

_____
MARY SUPINO, City Secretary

APPROVED AS TO FORM:

TERIS SOLIS, City Attorney

By:_____

Signature Page – Notice of Intent Resolution
Combination Tax and Revenue Certificates of Obligation
Series 2016B and Taxable Series 2016C

#5140925.2

NOTICE OF INTENTION TO ISSUE CITY OF ARLINGTON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016B

NOTICE IS HEREBY GIVEN that on May 10, 2016, the City Council of the City of Arlington, Texas, at 6:30 p.m. at a regular meeting of the City Council to be held at the City Hall, 101 W. Abram, Arlington, Texas, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of not to exceed $17,000,000 principal amount of Combination Tax and Revenue Certificates of Obligation, in one or more series, for the purpose of paying contractual obligations incurred for the following purposes, to wit: (i) acquiring, developing, renovating and improving park and recreation facilities and open spaces for park and recreation purposes in and for the City, including municipal golf course facilities and including the acquisition of land therefor; (ii) designing, developing, constructing, improving and equipping the City's solid waste facilities, including the City's landfills ((i) and (ii) together, the "Project"); and (iii) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall bear interest at a rate not to exceed fifteen percent (15%) per annum, and shall have a maximum maturity date of not later than forty (40) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City's waterworks and sewer system, such pledge of surplus revenues being limited to $1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Arlington, Texas.

GIVEN THIS March 22, 2016.

/s/ Mary Supino
City Secretary
City of Arlington, Texas

NOTICE OF INTENTION TO ISSUE CITY OF ARLINGTON, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2016C

NOTICE IS HEREBY GIVEN that on June 7, 2016, the City Council of the City of Arlington, Texas, at 6:30 p.m. at a regular meeting of the City Council to be held at the City Hall, 101 W. Abram, Arlington, Texas, the regular meeting place of the City Council, intends to pass an ordinance authorizing the issuance of not to exceed $15,000,000 principal amount of Combination Tax and Revenue Certificates of Obligation, in one or more series, for the purpose of paying contractual obligations incurred for the following purposes, to wit: (i) to provide moneys to fund a self-insurance fund to protect the City and its officers, employees and agents from any insurable risk or hazard as permitted under Chapter 2259, Texas Government Code, as amended (the "Project"); and (ii) to pay for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates. The Certificates shall bear interest at a rate not to exceed fifteen percent (15%) per annum, and shall have a maximum maturity date of not later than forty (40) years after their date. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax against all taxable property within the City sufficient to pay the interest on this series of Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus revenues of the City's waterworks and sewer system, such pledge of surplus revenues being limited to $1,000.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Arlington, Texas.

GIVEN THIS March 22, 2016.

/s/ Mary Supino
City Secretary
City of Arlington, Texas

Staff Report

Urban Union TIRZ 1 Reimbursement Agreement	
City Council Meeting: 3-22-16	Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the Chair of the Board of Directors of Tax Increment Reinvestment Zone Number One to execute a reimbursement agreement with Urban Union, LLC, relative to certain public improvements at 500 E. Front St., 201 N. East St., 500 E. Division St., 506 E. Division St., 400 E. Division St., and 200 N. East St., in an amount not to exceed $864,673, conditioned upon approval of the expenditure by the Arlington City Council.

PRIOR BOARD OR COUNCIL ACTION

The TIRZ 1 Board of Directors approved this request on March 22, 2016.

ANALYSIS

The proposed project to be supported by public incentives consists of redeveloping six buildings generally located near the intersections of Division, East Street, and Front Streets. Specifically the property addresses are 500 E. Front St, 201 N. East St., 500 E. Division St., 506 E. Division St., 400 E. Division St., and 200 N. East St. and adding approximately 150-200 public parking spaces. These six buildings consist of approximately 60,000 SF of rentable space to be redeveloped.

The developer, Urban Union, LLC will invest approximately $5,000,000 in total project costs, to include remodeling, demolition, construction, parking, drainage, landscaping, etc. Reimbursements will be made after eligible costs have been paid, in three separate phases of construction.

Phase 1 includes partial building renovations to 500 E. Division St. and full building renovations to 500 E. Front Street. The public improvements to be completed by January 1, 2017 include public parking, sidewalk and streetscape improvements that are detailed as follows: asphalt removal and paving preparation; on-street parking with curbs at 200 N. Front St., 500 E. Front St., and 500 E. Division St.; a public parking lot with curbs at 500 E. Front St.; concrete sidewalks; ADA ramps; ROW traffic control; installation of benches, waste receptacles, bike racks, and decorative light poles; and landscaping, irrigation and fine grading. In return for the Phase 1 improvements, an incentive of $275,396 will be paid to the developer on or before June 1, 2017 after the terms of the agreement are met.

Phase 2 includes final building renovations to 500 E. Division St. and full renovations to 506 E. Division St. and 201 N. East St. The public improvements to be completed by January 1, 2018 include public parking, sidewalk and streetscape improvements that are detailed as follows: asphalt removal and paving preparation; on-street parking with curbs at 201 N. East St.; a public parking lot with curbs at 500 E. Division St.; parking/pedestrian area paving between 500 E. Division St. and 506 E. Division St.; decorative brick pavers; concrete sidewalks; ADA ramps; ROW traffic control; installation of benches, waste receptacles, bike racks, and decorative light poles; and landscaping, irrigation and fine grading. Site work is to be completed at 500 E. Division, 506 E. Division, 400 E. Division, and 201 N. East St. In return for the Phase 2 improvements, an incentive of $479,249 will be paid to the developer on or before June 1, 2018 after the terms of the agreement are met.

Phase 3 includes full building renovations to 200 N. East Street and full renovations to 400 E. Division Street. The public improvements to be completed by January 1, 2019 include the construction of a new public parking lot on city-owned land directly east of 500 E. Front Street, the installation of benches, waste receptacles, bike racks, and decorative light poles, and landscaping, irrigation, and fine grading. In return for the Phase 3 improvements, an incentive of $110,028 will be paid to the developer on or before June 1, 2019 after the terms of the agreement are met.

FINANCIAL IMPACT

The development is required to achieve a minimum ad valorem value of $2,000,000 by January 1, 2020, and shall maintain that value or higher until January 1, 2025.

Funds are available in the TIRZ #1 account 3025-480102-61002.

ADDITIONAL INFORMATION

Attached:	Resolution w/Agreement
Under separate cover:	None
Available in the City Secretary's Office:	None

STAFF CONTACT

Bruce Payne
Economic Development Manager
817-459-6114
Bruce.Payne@arlingtontx.gov

Resolution No. _____

A resolution of the City Council accepting and approving Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown Board of Directors' Resolution TIRZ1 16-01 authorizing the Chair of the Board of Directors to execute a Tax Increment Reimbursement Agreement by and between Urban Union, LLC and the Board relative to certain public improvements at 500 E. Front Street, 201 N. East Street, 500 E. Division Street, 506 E. Division Street, 400 E. Division Street, and 200 N. East Street, Arlington, Texas, consistent with the terms set forth in Resolution TIRZ1 16-01

WHEREAS, by Ordinance No. 98-142 the Arlington City Council created Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown (hereinafter "the Zone"), established the Board of Directors of the TIF District (hereinafter "the Board"), and established the TIF Fund, all for the purpose of developing and redeveloping the Downtown Arlington area; and

WHEREAS, three primary responsibilities of the Board are to prepare and adopt a Project Plan and Reinvestment Zone Financing Plan (the "Project Plan") for the Zone for City Council approval; to make recommendations to the City Council of the City of Arlington to implement the Project Plan; and to execute agreements the Board considers necessary or convenient to implement the Project Plan with City Council approval; and

WHEREAS, the Board has prepared and adopted a Project Plan and a Reinvestment Zone Financing Plan containing a list of proposed public works or public improvements in the Zone to promote development and redevelopment of Downtown Arlington, and the City Council has approved the Plan; and

WHEREAS, the creation of Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown is an important step toward accomplishing the goals of the Downtown Arlington Phase I and Phase II plans and the proceeds of the TIF Fund can be used to finance certain public improvements and project costs necessary to facilitate new private development in Downtown Arlington, thereby enhancing the employment and tax base in the area; and

WHEREAS, in order to most effectively promote the development and redevelopment of the Downtown Arlington Area consistent with the City Council's finding that, "[I]mprovements in the TIF District will significantly enhance the value of all taxable real property in the Reinvestment Zone and will be of general benefit to the City," the Board has adopted guidelines approved by the City Council to assist in responding to requests

for incentives in the Zone and in prioritizing the expenditure of TIF funds; and

WHEREAS the Board of Directors of Tax Increment Reinvestment Zone Number One, City of Arlington, Texas - Downtown has forwarded its recommendation and findings to City Council; NOW THEREFORE

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

1.

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

2.

That the City Council authorizes the Chair of the Board of Directors to execute a Tax Increment Reimbursement Agreement between the Board and Urban Union, LLC relative to certain public improvements at 500 E. Front Street, 201 N. East Street, 500 E. Division Street, 506 E. Division Street, 400 E. Division Street, and 200 N. East Street, Arlington, Texas, consistent with the terms set forth in Resolution TIRZ1 16-01.

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 _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

TAX INCREMENT REIMBURSEMENT AGREEMENT

BETWEEN

URBAN UNION, LLC

AND

THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF ARLINGTON, TEXAS

This AGREEMENT is entered into by and between the Board of Directors of Tax Increment Reinvestment Zone Number One, City of Arlington, Texas (the "**TIF BOARD**"), as established by the City of Arlington, a Texas municipal corporation of Tarrant County, Texas ("**CITY**"), and URBAN UNION, LLC (hereinafter called "**DEVELOPER**").

W I T N E S S E T H:

WHEREAS, on November 3, 1998, the City Council approved Ordinance No. 98-142 establishing Tax Increment Reinvestment Zone Number One, City of Arlington, Texas (the "**TIF District**"), in accordance with the Tax Increment Financing Act, as amended (Texas Tax Code, Chapter 311; "**TIF Act**") to promote development and redevelopment in the area through the use of tax increment financing; and

WHEREAS, CITY approved the "Project Plan and Financing Plan" for Tax Increment Reinvestment Zone Number One, City of Arlington, Texas (the "**TIF Project and Financing Plan**") pursuant to City Ordinance No. 99-65; and

WHEREAS, pursuant to Section 311.010 of the TIF Act and the provisions of City Ordinance No. 98-142, CITY has delegated to the TIF BOARD the powers necessary for the implementation of the TIF Project and Financing Plan, which powers under the Act include the power to recommend agreements for the construction of public improvements and reimbursements of related costs; and

WHEREAS, DEVELOPER controls certain property located within the TIF District; and

WHEREAS, DEVELOPER has requested reimbursement for certain public improvements pursuant to the TIF Project and Financing Plan; and

WHEREAS, the CITY on March 22, 2016, by Resolution Number _____ authorized this AGREEMENT; NOW THEREFORE,

In consideration of the mutual covenants and obligations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Private Development Plan.

DEVELOPER, in conjunction with the renovation of existing buildings more fully described in **Exhibit "A"** (the "**Private Improvements**"), agrees to construct certain Public Improvements (hereinafter defined), the costs of which qualify as Project Costs as defined in the TIF Act and the TIF Project and Financing Plan (the "**Project Costs**"). A description of the Public Improvements is attached hereto as **Exhibit "B"**, attached and incorporated herein for all purposes. The Private Improvements are to be located at 500 E. Front Street, 201 N. East Street, 500 E. Division Street, 506 E. Division Street, 400 E. Division Street, and 200 N. East Street, Arlington, Texas (the **"Property"**), which Property is located entirely within the CITY limits and within the TIF District. The Public Improvements shall be located within the public rights-of-way or easements belonging to the CITY or in an area deed restricted or dedicated for public use.

Section 2. Public Improvements.

In consideration of and as incentive for the construction of the Private Improvements and pursuant to the TIF Project and Financing Plan, the TIF BOARD agrees, subject to the conditions contained in this AGREEMENT, to reimburse DEVELOPER an amount not to exceed **$864,673** (Eight Hundred Sixty Four Thousand Six Hundred Seventy-Three Dollars) for Public Improvements more specifically described in **Exhibit "B"**. If the costs of the Public Improvements as described in **Exhibit "B"** are less than $864,673, then the lower amount will be paid.

Section 3. DEVELOPER'S Obligations.

3.1 DEVELOPER agrees, in consideration of the TIF BOARD'S reimbursement of the costs of the Public Improvements under this AGREEMENT, to build the Public Improvements, further described in **Exhibit "B"**, and the Private Improvements, further described in **Exhibit "A"**, adjoining and served by the eligible Public Improvements for the benefit of the TIF District. DEVELOPER agrees to provide the City of Arlington a Public Parking Easement, substantially in the form attached hereto as **Exhibit "D",** for the parking lot on the Property in the general areas as described in **Exhibit "C"**. All necessary documents related to the easement shall be executed prior to DEVELOPER receiving any reimbursement.

DEVELOPER agrees to complete Phase One of the Project before being eligible for any reimbursement from the TIF BOARD by January 1, 2017. Phase One shall be defined hereinafter as the partial building renovations to 500 E. Division Street, full

building renovations to 500 E. Front Street, site work and parking for 500 E. Front Street, limited on-street parking and sidewalk improvements along Front Street, and at least one certificate of occupancy per building for 500 E. Division Street and 500 E. Front Street issued by the CITY after March 1, 2016.

DEVELOPER agrees to complete Phase Two of the Project before being eligible for the second installment of reimbursement from the TIF BOARD by January 1, 2018. Phase Two shall be defined hereinafter as the final building renovations to 500 E. Division Street, full renovations to 506 E. Division Street, full renovations to 201 N. East Street, site work at 500 E. Division Street, 506 E. Division Street, 400 E. Division Street, and 201 N. East Street, and at least one certificate of occupancy per building renovated in Phase Two of the Project issued by the CITY after March 1, 2016.

DEVELOPER agrees to complete Phase Three of the Project before being eligible for the third installment of reimbursement from the TIF BOARD by January 1, 2019. Phase Three shall be defined hereinafter as the full renovations to 200 N. East Street, full renovations to 400 E. Division Street, site work at the parking lot directly east of 500 E. Front Street, which the CITY has an easement to, and 201 N. East Street, and at least one certificate of occupancy per building renovated in Phase Three of the Project issued by the CITY after March 1, 2016.

DEVELOPER shall have no obligation to construct the Public Improvements if DEVELOPER elects not to construct the Private Improvements, or if for any reason DEVELOPER elects not to obtain reimbursement for the costs of the Public Improvements pursuant to this AGREEMENT.

3.2 DEVELOPER agrees that the minimum combined ad valorem tax value for the Properties shall be $2,000,000 by January 2020, and shall maintain that value or higher until January 1, 2025.

3.3 DEVELOPER shall use good faith efforts to cause all Public Improvements to be completed in a timely manner, in accordance with the contract documents, plans and specifications approved by CITY. DEVELOPER shall review all monthly and final payment estimates and forward same to the TIF BOARD with such supporting documentation as the TIF BOARD may require, including the final contractor's certificate and a final lien waiver at the completion of construction. All payments for work performed under the construction contract shall be made by DEVELOPER. DEVELOPER shall require the construction contractor to certify, by affidavit sworn to by the corporate official or employee of DEVELOPER duly authorized to submit the same, that the estimate of work completed for the period in question is true and correct to the best of his information and belief, has been measured and verified in accordance with the contract documents, and that all contract preconditions to payment have been met. The TIF BOARD reserves the right to perform inspections, measurements or verifications. Notwithstanding anything herein to the contrary, DEVELOPER is to make payments to the construction contractor for the Public

Improvements from its own funds and obtain reimbursement from the TIF BOARD in accordance with the terms and provisions of this AGREEMENT.

3.4 In addition to the requirements of this Section, DEVELOPER shall perform the usual and necessary construction management services incident to construction projects of the nature and scope of this Project. DEVELOPER shall thoroughly inspect the work of the assigned contractor, without assuming responsibilities for means and methods used by the assigned contractor, and upon completion of construction assign all warranties under the construction contract for the Public Improvements to CITY. In addition, DEVELOPER shall fully and completely settle, by litigation or otherwise, any claims of the assigned contractor arising out of performance of the construction contract without involving the TIF BOARD.

3.5 <u>Third Party Contractors</u>.

DEVELOPER may enter into agreements with third party contractors to undertake all or any portion of the Project ("**Third Party Contracts**"), provided that all such agreements contain (i) a provision, similar in form to Section 7 of this AGREEMENT, pursuant to which **THE CONTRACTOR AND ANY SUBCONTRACTORS INVOVLED IN THE PROJECT AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TIF BOARD AND THE CITY FROM ANY AND ALL DAMAGES ARISING AS A RESULT OF OR IN RELATION TO THE PROJECT AND ANY WORK THEREUNDER AND FOR ANY NEGLIGENT OR GROSSLY NEGLIGENT ACT OR OMISSIONS OR INTENTIONAL MISCONDUCT OF THE CONTRACTOR, ANY SUBCONTRACTORS AND DEVELOPER, AND THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES;** (ii) for any Project work that is to be undertaken in public rights-of-way, easements or other property owned by the CITY or another governmental agency (collectively, "**Public Property**"), a requirement that the contractor provide DEVELOPER with a bond or bonds, which DEVELOPER shall forward to the TIF BOARD and the CITY, that guarantees the faithful performance and completion of all construction work covered by the contract and full payment for all wages for labor and services and of all bills for materials, supplies and equipment used in the performance of the contract; (iii) a requirement that the contractor provide insurance in accordance with the minimum requirements set forth in Section 9 of this AGREEMENT; and (iv) a requirement that the contractor comply with all Applicable Laws, as addressed and defined in Section 12 of this AGREEMENT. All of the requirements contained in this Section shall hereinafter be referred to as the "**Third Party Contract Provisions**."

IF DEVELOPER ENTERS INTO ANY THIRD PARTY CONTRACT THAT DOES NOT CONTAIN ALL OF THE ABOVE THIRD PARTY CONTRACT PROVISIONS, REGARDLESS OF WHETHER DEVELOPER ENTERED INTO THE THIRD PARTY CONTRACT PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND TO THE EXTENT THAT ANY CLAIMS, DEMANDS, LAWSUITS OR OTHER ACTIONS FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, PROPERTY LOSS,

PROPERTY DAMAGE AND/OR PERSONAL INJURY OF ANY KIND, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISE UNDER, ON ACCOUNT OF OR IN RELATION TO THE THIRD PARTY CONTRACT FOR WHICH THE CONTRACTOR THEREUNDER WOULD HAVE BEEN REQUIRED TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TIF BOARD AND/OR THE CITY IF THE THIRD PARTY CONTRACT PROVISIONS HAD BEEN INCLUDED IN THE THIRD PARTY CONTRACT ("THIRD PARTY CONTRACT DAMAGES"), THEN DEVELOPER, AT DEVELOPER'S OWN EXPENSE, SHALL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE INDEMNIFIED PARTIES HEREIN) AND HOLD HARMLESS THE TIF BOARD AND THE CITY, THEIR OFFICERS, MEMBERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS (EXCLUDING DEVELOPER) AND VOLUNTEERS, FROM AND AGAINST ANY SUCH THIRD PARTY CONTRACT DAMAGES.

3.6 Financial Guaranty.

In addition to bonds provided by any third party contractors pursuant to Subsection 3.5 of this AGREEMENT for any Project work that is anticipated to occur in the CITY'S public rights-of-way, public easements or other CITY-owned property, and if DEVELOPER undertakes to perform such work itself (as opposed to employing a third party contractor), DEVELOPER may not initiate or cause initiation of construction of that portion of the Project until DEVELOPER has provided the TIF BOARD with adequate financial security to guaranty DEVELOPER'S completion of that work once it has started. DEVELOPER shall provide its financial guaranty to the TIF BOARD in one of the following forms:

3.6.1 Bonds.

DEVELOPER shall deliver to the TIF BOARD and the CITY a bond or bonds, executed by a corporate surety in accordance with Texas Government Code, Chapter 2253, as amended, in the full amount of each Project construction contract. The bond(s) shall guarantee (i) the satisfactory completion of the construction work to be undertaken and (ii) full payments to all persons, firms, corporations or other entities with whom DEVELOPER has a direct relationship for the performance of such construction work; ***or***

3.6.2 Escrow Pledge Agreement.

DEVELOPER shall place a cash deposit equal to one hundred twenty-five percent (125%) of the full amount of the cost of each Project construction contract (the latter 25% included to take into account change orders) in escrow with an escrow agent in the City that is acceptable to the TIF BOARD, in which case (i) DEVELOPER and either the TIF BOARD or the CITY, as the case may be, will use reasonable efforts to negotiate an escrow agreement with such escrow

agent regarding the disposition of funds in escrow, and (ii) DEVELOPER shall pay all costs associated with such escrow arrangement. The escrow agreement will outline a process under which DEVELOPER may receive draws from the escrowed funds in order to pay the costs of the Project after either the TIF BOARD or the CITY, as the case may be, has verified completion of the construction work for which payment is sought and, if a contractor was used for such construction work, that all parties associated with such work have been fully paid.

Section 4. TIF BOARD Participation.

4.1 The cost of the Public Improvements described herein shall be advanced by DEVELOPER and construction shall occur pursuant to an appropriate construction contract between DEVELOPER and a qualified contractor as well as with the appropriate permits and three-way contracts in accordance with CITY ordinances and policies. In addition, the construction contract shall require the construction contractor to comply with any reasonable policies adopted by the TIF BOARD for the participation by disadvantaged businesses. The TIF BOARD and DEVELOPER agree that all reimbursement pursuant to this AGREEMENT will be made solely from the Tax Increment Fund of the TIF District established pursuant to Ordinance No. 98-142 (the "**TIF Fund**") and shall be subject to the availability of monies on deposit within the TIF Fund. The TIF BOARD represents that it has adequate funds on hand and that it has **$864,673** (Eight Hundred Sixty Four Thousand Six Hundred Seventy-Three Dollars) reserved for completion of the Public Improvements by DEVELOPER. Subject to the conditions and limitations set out in Sections 2 and 3 of this AGREEMENT, reimbursement shall be made as provided in Subsection 4.2 hereof. DEVELOPER agrees to look solely to the TIF Fund, not CITY general funds or CITY bond funds, or any other CITY funds, for reimbursement of costs DEVELOPER advanced for Project Improvements. Nothing in this AGREEMENT shall be construed to require CITY to approve reimbursements from any source of CITY funds other than the TIF Fund. Upon the expiration of the term of the TIF District on December 31, 2018, as provided in the ordinance creating same, as amended (the "**TIF Expiration Date**"), any costs advanced by DEVELOPER under this AGREEMENT that remain unreimbursed due to the lack or unavailability of monies on deposit in the TIF Fund or due to DEVELOPER'S failure to meet any precondition of reimbursement under this AGREEMENT shall no longer be considered Project Costs of the TIF District, and any obligation of the TIF BOARD to reimburse DEVELOPER shall automatically expire; however, this provision, shall not be construed to limit or modify the obligations or covenants contained in any outstanding, publicly issued Tax Increment Fund Bonds which CITY, in its sole discretion, may issue for purposes of reimbursing DEVELOPER or for constructing the eligible Project Improvements. Furthermore, increment that has accrued during the term of the TIF District but is collected or disbursed subsequent to the TIF Expiration Date shall be applied to the reimbursement of Project Costs that remained unreimbursed immediately prior to the TIF Expiration Date.

4.2 Subject to all limitations and conditions precedent contained in this AGREEMENT, the TIF BOARD agrees to reimburse DEVELOPER the costs advanced by DEVELOPER with no interest thereon. Nothing in this subparagraph shall be construed to obligate the TIF BOARD to pay any accrued interest or unpaid balances that cease to be due as reimbursable Project Costs on the TIF Expiration Date.

Reimbursement to DEVELOPER under this AGREEMENT shall be made in three installments. The first installment of **$275,396** (Two Hundred Seventy-Five Thousand Three Hundred Ninety-Six Dollars), the total cost of Phase One of the Public Improvements, shall be made on or before June 1, 2017, so long as the DEVELOPER completes Phase One building renovations as described in Subsection 3.1, Phase One site work is completed and accepted by the City of Arlington as described in Subsection 3.1, and each building in Phase One has a minimum of one certificate of occupancy issued after March 1, 2016, and such payments shall be made only from the funds available in the TIF Fund of the Tax Increment Reinvestment Zone Number One. If the TIF BOARD is unable to reimburse DEVELOPER on this schedule, the TIF BOARD will reimburse DEVELOPER as soon after the due dates as funds are available.

The second installment of **$479,249** (Four Hundred Seventy-Nine Thousand Two Hundred Forty-Nine Dollars), the total cost of Phase Two of the Public Improvements, shall be made on or before June 1, 2018, so long as the DEVELOPER completes Phase Two of the building renovations as described in Subsection 3.1, Phase Two site work is completed and accepted by the City of Arlington as described in Subsection 3.1, and each building in Phase Two has a minimum of one certificate of occupancy issued after March 1, 2016, and such payments shall be made only from the funds available in the TIF Fund of the Tax Increment Reinvestment Zone Number One. If the TIF BOARD is unable to reimburse DEVELOPER on this schedule, the TIF BOARD will reimburse DEVELOPER as soon after the due dates as funds are available.

The third installment of **$110,028** (One Hundred Ten Thousand Twenty-Eight Dollars), the total cost of Phase Three of the Public Improvements, shall be made on or before June 1, 2019, so long as the DEVELOPER completes Phase Three of the building renovations as described in Subsection 3.1, Phase Three site work is completed and accepted by the City of Arlington as described in Subsection 3.1, and each building in Phase Three has a minimum of one certificate of occupancy issued after March 1, 2016, and such payments shall be made only from the funds available in the TIF Fund of the Tax Increment Reinvestment Zone Number One. If the TIF BOARD is unable to reimburse DEVELOPER on this schedule, the TIF BOARD will reimburse DEVELOPER as soon after the due dates as funds are available.

4.3 Upon final completion of the Public Improvements if the total costs of the Public Improvements exceed the TIF Financing, DEVELOPER will pay all costs in excess of the TIF Financing.

4.4 Approval of Plans and Specifications.

The TIF BOARD acknowledges that it has approved the list of Public Improvements and estimated costs as set out in **Exhibit "B"**. The individual line items shown in **Exhibit "B"** are estimates only and are subject to change based upon determination of actual cost, but in no event shall the total amount of reimbursement exceed **$864,673** (Eight Hundred Sixty Four Thousand Six Hundred Seventy-Three Dollars). All Project plans, specifications, and work shall conform to all applicable federal, state and local laws, ordinances, rules and regulations.

Approval by the TIF BOARD of any plans and specifications relating to the Project shall not constitute or be deemed (i) to be a release by the TIF BOARD or the CITY of the responsibility or liability of DEVELOPER or any of its contractors, their officers, agents, employees, and subcontractors, for the accuracy or the competency of the plans and specifications, including, but not limited to, any related investigations, surveys, designs, working drawings, and other specifications or documents, or (ii) an assumption of any responsibility or liability by the TIF BOARD or the CITY for any negligent act, error or omission in the conduct or preparation of any investigation, surveys, designs, working drawings, and other specifications or documents by DEVELOPER or any of its contractors, their officers, agents, employees, and subcontractors.

Section 5. Force Majeure.

It is expressly understood and agreed by the parties to this AGREEMENT that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any actions or inactions of third parties or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this AGREEMENT to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

Section 6. Term.

The term of this AGREEMENT shall begin upon the execution hereof by both parties and end upon the earlier of: (a) the complete performance of all obligations and conditions precedent by parties to this AGREEMENT; or (b) the expiration of the term of the TIF District.

Section 7. <u>Indemnity</u>.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE TIF BOARD, ITS OFFICERS, AGENTS AND EMPLOYEES, AND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, OR BY ANY NEGLIGENT ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, ASSOCIATES, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE TIF BOARD OR THE CITY OR THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH DEVELOPER, TIF BOARD, OR CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY AND THE TIF BOARD UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

EXCEPT FOR THE TIF BOARD'S REPRESENTATIONS IN SECTION 4 OF THIS AGREEMENT, DEVELOPER HEREBY ACKNOWLEDGES THAT NEITHER THE TIF BOARD NOR THE CITY CAN GUARANTEE OR CONTROL THE TAXABLE APPRAISED VALUE OF PROPERTY WITHIN THE TIF DISTRICT, AND THUS CANNOT GUARANTEE OR CONTROL THE AMOUNT OF TAX INCREMENT THAT MAY BE DEPOSITED INTO THE TIF FUND THROUGHOUT OR AT ANY TIME DURING THE TERM OF THE TIF DISTRICT. DEVELOPER HAS ENTERED INTO THIS AGREEMENT WITHOUT RELYING ON ANY ASSERTIONS, REPRESENTATIONS OR ASSUMPTIONS THAT MAY HAVE BEEN MADE BY THE TIF BOARD AND/OR THE CITY, THEIR OFFICERS, AGENTS, SERVANTS AND EMPLOYEES WITH RESPECT TO THE TIF DISTRICT'S FINANCING PLAN AND THE POTENTIAL AMOUNT OF TAX INCREMENT THAT MAY BE DEPOSITED INTO THE TIF FUND THROUGHOUT OR AT ANY TIME DURING THE TERM OF THE TIF DISTRICT. DEVELOPER HEREBY AGREES TO RELEASE AND HOLD HARMLESS THE TIF BOARD AND THE CITY, THEIR OFFICERS, AGENTS, SERVANTS, EMPLOYEES AND CONTRACTORS, FOR ANY DAMAGES OR CLAIMS, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST INVESTMENT, LOST OR UNREALIZED

PROFITS OR INVESTMENT, AND LOST OR UNREALIZED FINANCING, THAT MAY ARISE OUT OF OR BE OCCASIONED BY A FAILURE OF THE TIF DISTRICT TO PRODUCE SUFFICIENT TAX INCREMENT TO SUPPORT ALL OF THE TIF BOARD'S FINANCIAL OBLIGATIONS UNDER THIS AGREEMENT OR TO MEET ANY FINANCIAL BENCHMARKS, MILESTONES OR PERFORMANCES ANTICIPATED BY DEVELOPER.

Section 8. Default.

A. A default shall exist if either party fails to perform or observe any material covenant contained in this AGREEMENT. The nondefaulting party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default or, with the giving of notice or passage of time, or both, would constitute a default under this AGREEMENT. Such notice shall specify the nature and the period of existence thereof and what action, if any, the nondefaulting party requires or proposes to require with respect to curing the default.

B. If a default shall occur and continue, after thirty (30) day's notice to cure default, the nondefaulting party may, at its option, pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party. The TIF BOARD shall not, however, pursue remedies for as long as DEVELOPER proceeds in good faith and with due diligence to remedy and correct the default, provided that DEVELOPER has commenced to cure such default within 30 days following notice.

C. In addition to the remedies specified above in section 8(B), if DEVELOPER fails to meet the minimum tax value for the property as specified above in subsection 3.2 the TIF BOARD shall have the right to terminate this AGREEMENT immediately by providing written notice of such intent to DEVELOPER, and the TIF BOARD shall owe no Project Costs or any other sums to DEVELOPER. In addition, the TIF BOARD may recapture all payments made under this AGREEMENT. DEVELOPER shall have thirty (30) days to respond to the written notice, and the opportunity to either cure the failure, or provide evidence demonstrating that it has met the requirement.

D. In addition to the remedies specified above, if the DEVELOPER fails to timely pay all the property taxes for the Property the AGREEMENT shall terminate and the TIF BOARD may recapture all the payments made under this AGREEMENT.

E. In the event of any recapture of TIF payments, TIF BOARD will release within 30 days of recapture all parking easements or dedications granting public access to the Property.

Section 9. <u>Insurance</u>.

DEVELOPER shall, at its own expense, purchase, maintain and keep in force during the term of this AGREEMENT such insurance as set forth below. All insurance policies provided under this contract shall be written on an "occurrence" basis.

<u>Liability Insurance</u>	
Commercial General Liability (No standard coverages are to be excluded by endorsement)	-providing bodily injury, property damage and completed operations with a combined single limit of $1,000,000 per occurrence and $2,000,000 aggregate

It is agreed by all parties to this AGREEMENT that the insurance required under this AGREEMENT shall:

A. Be written with the CITY as an additional insured. DEVELOPER 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.

B. Provide for ten (10) days' notice of cancellation to the CITY for non-payment of premium, material change or any other cause.

C. Be written through companies duly authorized to transact that class of insurance in the State of Texas.

D. Provide a Certificate of Insurance evidencing the required coverages to:

City of Arlington
Attention: Economic Development Manager
101 W. Abram St.
Arlington, Texas 76010

City of Arlington
Attention: Risk Administrator
P.O. Box 90231
Arlington, Texas 76004-3231

Section 10. <u>Venue and Governing Law</u>.

This AGREEMENT is performable in Tarrant County, Texas and venue of any action arising out of this AGREEMENT shall be exclusively in Tarrant County. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Texas.

Section 11. Notices.

Any notice required by this AGREEMENT shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for the TIF BOARD, to:

Board of Directors
Tax Increment Reinvestment Zone Number One,
City of Arlington, Texas
c/o City of Arlington
ATTN: Economic Development Manager
P.O. Box 90231
Arlington, Texas 76004-3231

Copy to:

Office of the City Attorney
The City of Arlington
MS #63-0300
P.O. Box 90231
Arlington, Texas 76004-3231

If intended for DEVELOPER, to:

Urban Union, LLC
P.O. Box 1324
Arlington, Texas 76004

Section 12. Applicable Laws.

This AGREEMENT is made subject to the provisions of the Charter and ordinances of CITY, as amended, and all applicable State and Federal laws (collectively, the "**Applicable Laws**"), and violation of same shall constitute a default under this AGREEMENT.

Section 13. Legal Construction.

In case any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this AGREEMENT shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

Section 14. Counterparts.

This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 15. Captions.

The captions to the various clauses of this AGREEMENT are for informational purposes only and shall not alter the substance of the terms and conditions of this AGREEMENT.

Section 16. Survival of Obligations.

All obligations under this agreement shall survive the expiration or termination of this agreement to the extent required for their full observance and performance.

Section 17. Successors and Assigns.

The terms and conditions of this AGREEMENT are binding upon the successors and assigns of all parties hereto. Provided, however, this AGREEMENT shall not be assigned without prior TIF BOARD approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, written approval of the TIF BOARD shall not be required for an assignment to an Affiliate of DEVELOPER. "Affiliate of DEVELOPER" as used herein includes any parent, sister, partner, joint venturer, or subsidiary entity of DEVELOPER; any entity in which DEVELOPER is a major shareholder, owns an equity interest, or is a joint venturer or partner (whether general or limited).

Section 18. Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses.

In performing this Agreement, DEVELOPER 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, DEVELOPER 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.

Section 19. Board Representative.

DEVELOPER understands and agrees that the TIF BOARD, in its sole discretion, may appoint certain CITY staff members, a CITY department or another entity to serve as its representative in carrying out any or all of the responsibilities of the TIF BOARD hereunder, and that references to the "TIF BOARD" in this AGREEMENT mean the TIF BOARD in its entirety or any such designated representative.

Section 20. Entire Agreement.

This AGREEMENT embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this AGREEMENT, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this AGREEMENT.

EXECUTED THIS _____ day of _____, 2016, by the TIF BOARD, signing by and through its TIF BOARD Chairman.

URBAN UNION, LLC,
a Texas limited liability company
By: Dodson Management Inc.,
it's sole manager

By:_____

Name: CHARLES R. DODSON
Title: President of Development
Date:_____

THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF ARLINGTON, TEXAS

By:_____

Name: W. JEFF WILLIAMS
Title: TIF BOARD CHAIRMAN
Date:_____

THE STATE OF TEXAS §
§ **URBAN UNION, LLC**
COUNTY OF TARRANT § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **CHARLES R. DODSON,** President of Development of Dodson Management, Inc., 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 **URBAN UNION, LLC,** and as sole 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 § **THE BOARD OF DIRECTORS OF**
§ **TAX INCREMENT REINVESTMENT**
§ **ZONE NUMBER ONE,**
§ **CITY OF ARLINGTON, TEXAS**
COUNTY OF TARRANT § **Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **W. JEFF WILLIAMS,** 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 BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF ARLINGTON, TEXAS,** and as the Chairman 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"

PRIVATE IMPROVEMENTS BY DEVELOPER

Urban Union
Adaptive Redevelopment
Downtown Arlington

BENNETT ▪ BENNER ▪ PETTIT
ARCHITECTS + PLANNERS

400 E DIVISION

11 November 2013
This document may not be used for regulatory approval, permit or construction.

DODSON COMPANIES

URBAN UNION - TIRZ REQUEST, OVERVIEW AND PHASING SCHEDULE

Phase 1 *Start Date:* 3/1/2016 *Funding Date:* 9/1/2016

The TIRZ request for phase 1 work consists of public site work, hardscape, sidelwalks and public parking improvements to serve three buildings: 500 E. Front Street, 200 N. East Street and the southern portion of 500 E. Division Street. Plans have been submitted to the City of Arlington for a complete renovation of 500 E. Front Street which will feature office, flex and restaurant space. Construction at 500 E. Front is anticipated to begin in March 2016. In addition, Legal Draft Beer Company has signed a lease to occupy ~15,000 sf in the south end of 500 E. Division. Legal Brewing anticipates opening by May 2016. We are currently marketing 200 N. East Street (the former Joes Radiator shop) to restaurant and bar concpets and anticipate a full building renovation to begin in 2016. Phase 1 improvements are estimated to be completed by August 2016 with request for reimbursement by September 2016.

Phase 1 TIRZ Total (Itemized on following page)	***$275,396***

Phase 2 *Start Date:* 7/1/2016 *Funding Date:* 2/1/2017

The TIRZ Request for phase 2 consists of public site work, hardscape, sidewalks and public plarking to serve 4 buildings: 400 E. Division, 500 E. Division, 506 E. Division & 201 N. East Street. These 4 buildings make up the bulk of square footage within the Urban Union project and will ultimately contain over 50,000 square feet of redeveloped office, flex, restaurant and creative space. The primary feature of phase 2 will be the highly pedestrian friendly space created between 500 E. Division and 506 E. Division - this space will be the main feature of the development and contain public space for farmers markets, concerts, festivals, etc. In addition to the public spaces, there will be approximately 110 improved concrete public parking spaces with new site

Phase 2 TIRZ Total (Itemized on following page)	***$479,249***

Phase 3 *Start Date:* 2/1/2017 *Funding Date:* 7/1/2017

The TIRZ request for phase consists of a public parking lot to be located on City owned land adjacent to 500 E. Front Street. We anticipate that within 36 months of beginning construction on the project we will need additional parking to accomodate crowds attending events at the brewery and patronizing restaurants and other new businesses. The parking lot will be consistent with existing lots near Mellow Mushroom and provide an additional 48 parking spaces to service downtown and the Urban Union district.

Phase 2 TIRZ Total (Itemized on following page)	***$110,028***

TOTAL TIRZ REQUEST FOR ALL PHASES	**$864,673**

EXHIBIT "B"

COSTS

DODSON
COMPANIES

PHASE 1 - Urban Union

Public Parking & sidewalks					
	Description	***Quantity***	***Unit***	***Unit Cost***	***Total Cost***
	Sawcut, remove & haul off existing asphalt & prep for paving	22,435	sqft	$ 1.00	$ 22,435
	Parking - On-Street 8" Paving w/ curb @ 200 N. East Street	3,062	sqft	$ 4.75	$ 14,545
	Parking - On-Street 8" Paving w/ curb @ 500 E. Front Street	4,850	sqft	$ 4.75	$ 23,038
	Parking - On-Street 8" Paving w/ curb @ 500 E. Division Street	5,700	sqft	$ 4.75	$ 27,075
	Parking - public lot w/ curbs at 500 E. Front Street	8,823	sqft	$ 4.50	$ 39,704
	Variable width (4-6' wide) concrete sidewalks	5,796	sqft	$ 3.85	$ 22,315
	ADA Ramps	7	ea	$ 900	$ 6,300
	R.O.W traffic control	1	ls	$ 6,000	$ 6,000
					$ 161,410

R.O.W. Streetscape					
	Description	***Quantity***	***Unit***	***Unit Cost***	***Total Cost***
	Public benches	1	ea	$ 1,500	$ 1,500
	Waste Receptacles	1	ea	$ 1,650	$ 1,650
	Bike Racks	1	ea	$ 1,850	$ 1,850
	Light poles, concrete bases & installation	9	ea	$ 3,050	$ 27,450
	R.O.W Landscape	1	ea	$ 39,500	$ 39,500
	Landscape Irrigation	1	ea	$ 14,000	$ 14,000
	Bed prep, mulch, fine grading	1	ea	$ 3,000	$ 3,000
					$ 88,950

Totals	
Itemized Cost Estimate	$ 250,360
4% General Conditions to GC	$ 10,014
2% Overhead to GC	$ 5,007
4% Fee to GC	$ 10,014
Contractor Proposal	**$ 275,396**
Total Public Improvements Cost	**$ 275,396**

DODSON COMPANIES

PHASE 2 - Urban Union

Public Parking & sidewalks					
	Description	***Quantity***	***Unit***	***Unit Cost***	***Total Cost***
	Sawcut, remove & haul off existing asphalt & prep for paving	55,959	sqft	$ 1.00	$ 55,959
	Parking - On-Street 8" Paving w/ curb @ 201 N. East Street	3,162	sqft	$ 4.75	$ 15,020
	Parking - 6" concrete public parking lot w/ curbs at 500 E. Division	29,900	sqft	$ 4.10	$ 122,590
	Parking / Pedestrian area paving between 500 E. Division & 506 E. Division	22,897	sqft	$ 4.10	$ 93,878
	Decorative Brick Pavers	3,120	sqft	$ 8.50	$ 26,520
	Variable width (4-6' wide) concrete sidewalks	5,796	sqft	$ 3.85	$ 22,315
	ADA Ramps	7	ea	$ 900	$ 6,300
	R.O.W traffic control	-	ls	$ 6,000	$ -
					$ 342,581

R.O.W. Streetscape					
	Description	***Quantity***	***Unit***	***Unit Cost***	***Total Cost***
	Public benches	2	ea	$ 1,500	$ 3,000
	Waste Receptacles	2	ea	$ 1,650	$ 3,300
	Bike Racks	1	ea	$ 1,850	$ 1,850
	Light poles, concrete bases & installation	9	ea	$ 3,050	$ 27,450
	R.O.W Landscape	1	ea	$ 39,500	$ 39,500
	Landscape Irrigation	1	ea	$ 15,000	$ 15,000
	Bed prep, mulch, fine grading	1	ea	$ 3,000	$ 3,000
					$ 93,100

Totals	
Itemized Cost Estimate	$ 435,681
4% General Conditions to GC	$ 17,427
2% Overhead to GC	$ 8,714
4% Fee to GC	$ 17,427
Contractor Proposal	**$ 479,249**
Total Public Improvements Cost	**$ 479,249**

DODSON COMPANIES

PHASE 3 - Urban Union

Public Parking & sidewalks					
	Description	***Quantity***	***Unit***	***Unit Cost***	***Total Cost***
	6" Concrete Paving - new public lot on Front Street with curbs	15,806	sqft	$ 4.25	$ 67,176
					$ 67,176

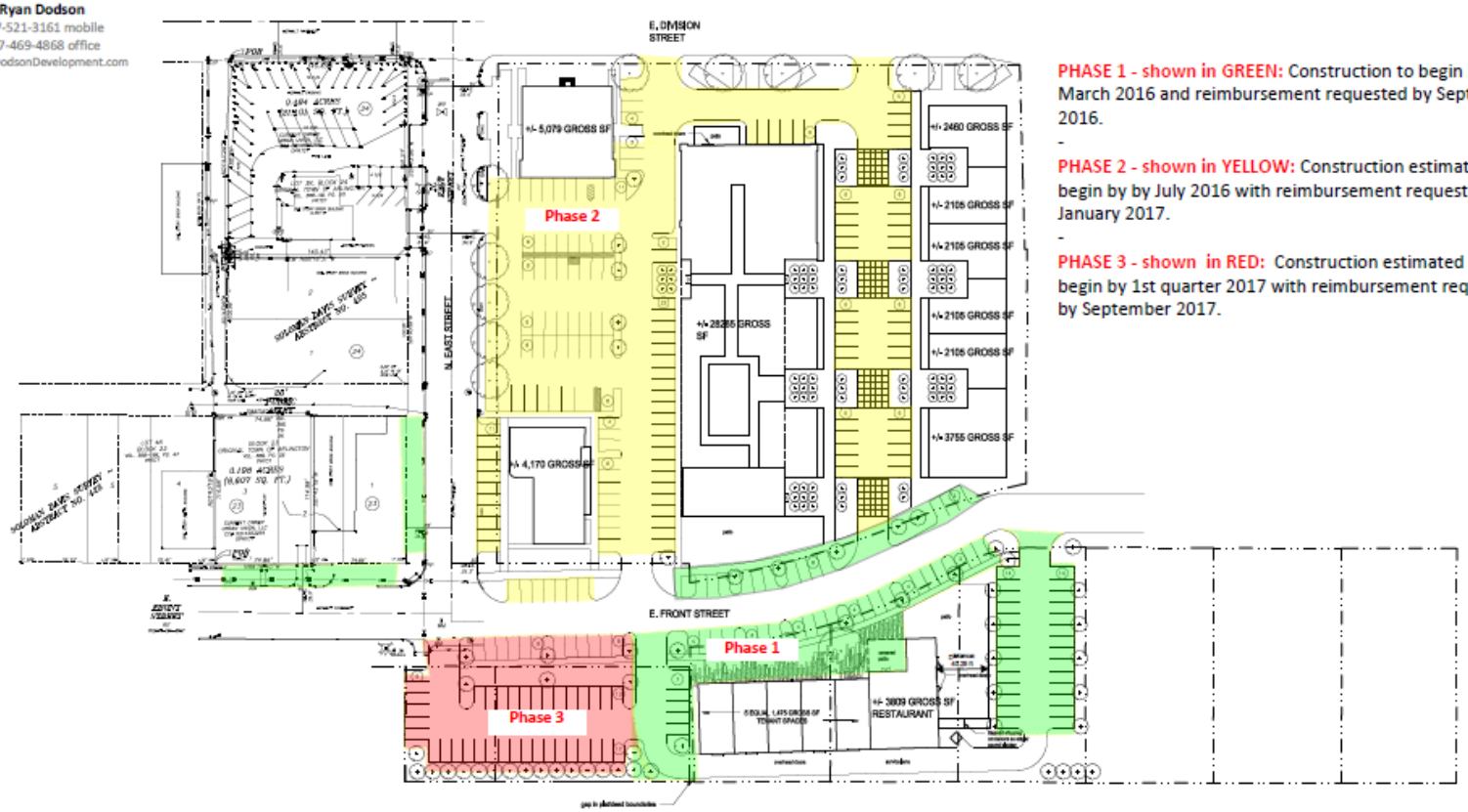
R.O.W. Streetscape					
	Description	***Quantity***	***Unit***	***Unit Cost***	***Total Cost***
	Public benches	1	ea	$ 1,500	$ 1,500
	Waste Receptacles	1	ea	$ 1,650	$ 1,650
	Bike Racks	-	ea	$ 1,850	$ -
	Light poles, concrete bases & installation	4	ea	$ 3,050	$ 12,200
	R.O.W Landscape	1	ea	$ 12,000	$ 10,000
	Landscape Irrigation	1	ea	$ 6,000	$ 6,000
	Bed prep, mulch, fine grading	1	ea	$ 1,500	$ 1,500
					$ 32,850

Phae 3 Total	
Itemized Cost Estimate	$ 100,026
4% General Conditions to GC	$ 4,001
2% Overhead to GC	$ 2,001
4% Fee to GC	$ 4,001
Contractor Proposal	**$ 110,028**
Total Public Improvements Cost	**$ 110,028**

EXHIBIT "C"

PARKING EASEMENT CONCEPUTUAL PLANNING

DODSON
COMPANIES
Ryan Dodson
817-521-3161 mobile
817-469-4868 office
Ryan@DodsonDevelopment.com



PHASE 1 - shown in GREEN: Construction to begin in March 2016 and reimbursement requested by September 2016.

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PHASE 2 - shown in YELLOW: Construction estimated to begin by by July 2016 with reimbursement requested by January 2017.

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PHASE 3 - shown in RED: Construction estimated to begin by 1st quarter 2017 with reimbursement requested by September 2017.

These documents may not be used for regulatory approval, permit, or construction

BENNETT-BENNER PARTNERS
ARCHITECTS + PLANNERS

400 E. DIVISION CONCEPTUAL PLANNING

LEASE SPACES

12 March 2014

EXHIBIT "D"

PARKING EASEMENT DEDICATION

STATE OF TEXAS §
§
COUNTY OF TARRANT §

PARKING EASEMENT DEDICATION

1.
Description of Property

URBAN UNION, LLC ("OWNER") is the owner in fee simple of real property indicated on the accompanying plat and located in Tarrant County, particularly described in **Exhibit "A"** attached hereto and incorporated herein.

2.
Offer of Dedication

OWNER, by this instrument, offers to dedicate the land described in **Exhibit "A"** attached hereto to the public in general to be used for public parking and related amenities. OWNER intends, and has agreed with the authorities of the City of Arlington, Texas ("City"), that the OWNER will improve the property through construction of a striped and paved parking lot and related amenities. OWNER retains the right to promulgate from time to time and enforce certain rules, regulations and limitations on use of the public parking improvements which are subject to approval by City, such approval not to be unreasonably withheld or delayed.

3.
Reservation in OWNER

OWNER conveys, by this dedication, only an easement on the surface of the dedicated land and for the stated public use. Fee simple interest and all other interests not inconsistent with the stated public purposes are reserved in the OWNER, including use of the air space higher than ten feet (10′) above the surface of the land. In addition, OWNER shall have the right from time to time to prevent use of all or any part of the dedicated land for public parking during such times as OWNER is actively engaged in constructing improvements in the immediate vicinity of the dedicated land or repairing such improvements.

4.
Obligation of OWNER

OWNER shall not be bound by this Dedication to construct, install, or maintain improvements to the dedicated areas. OWNER shall receive reimbursement for the cost

of constructing public parking improvements only as described in the reimbursement agreement approved by the Board of Directors of Tax Increment Reinvestment Zone Number One, City of Arlington, Texas, and by the City Council of the City of Arlington, Texas, by Resolution No. 16-____ on March 22, 2016.

5.
Duration

This Dedication shall expire ten (10) years after the date it is executed by OWNER.

URBAN UNION, LLC,
a Texas limited liability company

By:_____
CHARLES R. DODSON
Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me by **CHARLES R. DODSON**, the Managing Member of Urban Union, LLC, a Texas limited liability company, on behalf of said limited liability company.

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"

Property Description

(Not Available)